

toddler.

- C. **Proclamation - Mayors Day of Recognition for National Service - April 9, 2013.**

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

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

7. **CONSENT AGENDA:**

- *A. **Approval to use the Florida Sheriffs' Association Contract to purchase Pierce Level I Custom Pumper.**
- *B. **Request for approval to award Bid # PW 13-04, Keyes Lane Drainage Improvements - Phase 2.**
- *C. **Request for approval to award Bid # PW 13-06, Tipton Drive Drainage Improvements.**
- *D. **Request for approval of recommendations for scholarship awards from the William S. Harvey Deltona Scholarship Advisory Board.**

8. **ORDINANCES AND PUBLIC HEARINGS:**

- A. **Public Hearing - Dunkin Donuts Final Site Plan (FSP 12-005) Developer's Agreement Amendment.**
- B. **Public Hearing - Ordinance No. 02-2013, amends Chapter 102, *Signs*, and Chapter 70-30, *Definitions*, of the Code of Ordinances, to provide for amendments to Changeable Copy Signs and associated support definitions, at first reading.**

9. **OLD BUSINESS:**

- A. **Request for approval of an Interlocal Agreement with the Cities of DeLand, Deltona and Orange City to provide reciprocal fire, rescue, emergency medical aid and emergency management assistance.**

10. **NEW BUSINESS:**

- A. **Economic Development Proposal.**
- B. **Discussion re: Sale of Dupont Lakes.**

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 Raftery 48 hours in advance of the meeting date and time at (386) 878-8500.



AGENDA MEMO

TO: Mayor & City Commission

AGENDA DATE: 4/1/2013

FROM: William "Dave" Denny, Acting City Manager

AGENDA ITEM: 3 - A

SUBJECT: Invocation Presented by Commissioner Barnaby - Reverend James Jones, Senior Pastor of Trinity Assembly of God, 875 Elkcam Blvd., Deltona, FL.

LOCATION:

N/A

BACKGROUND:

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

ORIGINATING DEPARTMENT:

City Clerk's Office

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Clerk

STAFF RECOMMENDATION PRESENTED BY:

N/A - Invocation Only.

POTENTIAL MOTION:

N/A - Invocation Only.

AGENDA ITEM APPROVED BY:

William "Dave" Denny, Acting City Manager



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 4/1/2013

FROM: William "Dave" Denny, Acting City Manager **AGENDA ITEM:** 4 - A

SUBJECT: Approval of Minutes - Regular City Commission Meeting of March 18, 2013.

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

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

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

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

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

7
8 **2. ROLL CALL:**

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

21 Also present: Building & Enforcement Services Director Dale Baker; Finance Director Robert
22 Clinger; Parks & Recreation Director Steve Moore; Public Works/Deltona Water Director Glenn
23 Whitcomb; and VCSO Captain David Brannon.

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

26
27 Silent Invocation presented by Vice Mayor Denizac's son, Joed Denizac.

28
29 The National Anthem was sung by Hailey Cooper from Deltona High School.

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

32
33 **A. Minutes:**

34
35 **1. Regular City Commission Meeting – March 4, 2013.**

36
37 **Motion by Commissioner Herzberg, seconded by Vice Mayor Denizac to approve the minutes**
38 **of the Regular City Commission Meeting of March 4, 2013 as presented.**

39
40 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
41 **Commissioner Herzberg, For; Commissioner Nabicht, For; Commissioner Schleicher, For;**
42 **Commissioner Lowry, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

43
44 **B. Additions or Deletions to Agenda:**

45
46 Mrs. Vose requested to pull Item 8–C having to do with the spaying and neutering of dogs and cats
47 and Commissioner Herzberg asked to add Item 10-C, discussion of Volusia County's CRA
48 resolution to be adopted on Thursday, March 21, 2013.

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

3
 4 **A. Certificate of Recognition – Barbara Sanchez has been selected as Volusia’s 2012-2013**
 5 **Sunshine State Scholar.**

6
 7 The Commission presented Barbara Sanchez with a Certificate of Recognition for being selected as
 8 Volusia’s 2012-2013 Sunshine State Scholar.

9
 10 **B. Certificate of Recognition – Harris Saxon Boys and Girls Club, staff, and youth for**
 11 **winning three awards.**

12
 13 The Commission presented Certificates of Recognition to Deanne “Dee” James for receiving the
 14 Gold Award for 10 years of service with Boys & Girls Clubs of Volusia/Flagler Counties; Carina
 15 Pitter for being selected Harris Saxon Youth of the Year; and the Harris Saxon Club for
 16 receiving the “Leader of the Pack” Award for exceeding goals for their site over the year.

17
 18 Boys and Girls Club’s Carina Pitter and Joe Sullivan thanked the City of Deltona for recognizing
 19 the club, the director and student for winning their awards.

20
 21 **C. Annual Audit Presentation: Comprehensive Annual Financial Report for the Year**
 22 **Ended September 30, 2012 – Mark White, Tim Westrate and Laurie Walker of Purvis**
 23 **Gray and Company.**

24
 25 Mr. White stated that the audit is complete, it meets all requirements and that the Comprehensive
 26 Annual Financial Report (CAFR) contains several different reports. He stated that overall they
 27 were very pleased with the results and he thanked staff for their cooperation.

28
 29 Mayor Masiarczyk stated he was pleased that staff had already addressed the issue of training
 30 and that the past notes of concern were not an issue this year. Vice Mayor Denizac stated she
 31 looked for weaknesses the City needed to work on but, the CAFR is flawless and she thanked
 32 Purvis Gray and Company for the work they did.

33
 34 Mayor Masiarczyk asked if a formal motion was needed to accept the CAFR and Mrs. Vose
 35 replied “no we don’t need one”.

36
 37 **6. PUBLIC FORUM – Citizen comments for items not on the agenda.**

38
 39 a) Joe Sullivan, Boys and Girls Club President, 1780 Concert Road, provided an annual report
 40 in the form of a calendar and statistics of the club to include the number of members, number of
 41 staff, hours open, and public/private partnerships. He thanked Commissioner Herzberg for being a
 42 part of the Club’s Board of Directors.

43
 44 Commissioner Schleicher asked if Mr. Sullivan had noticed any change since the new abuse group
 45 was added to the facility and Mr. Sullivan replied no, there is a lot of need in Deltona and not a lot
 46 of places to meet that need.

47
 48 b) Pastor Jerry Monroe, 75 Courtland Blvd., thanked the Commission for doing a good job but,
 49 he had one concern regarding the occupancy number based on the number of parking spaces

1 available at the All Nations Christian Center, Inc. and he requested to have the number of allowed
 2 occupants allowed changed from 18 to 30.

3
 4 c) Edwin Lasanta, 459 Harrison Road, Saxon Ridge Homeowner Association (HOA), Inc.,
 5 thanked the Commission for listening to the residents of Deltona and the sewer customers, he
 6 thanked Mr. Burton for his report, and he suggested to provide a program for residents to install an
 7 irrigation meter.

8
 9 d) Frank Dragoun, 239 River Village Drive, spoke regarding the 25% surcharge on water rates
 10 for residents outside City limits, rates going up over the last few years, his HOA not having a
 11 chance to look at the rates and that he would present the information to the HOA at their next
 12 meeting on Thursday.

13
 14 **7. CONSENT AGENDA:** None.

15
 16 **8. ORDINANCES AND PUBLIC HEARINGS:**

17
 18 **A. Public Hearing - Ordinance No. 05-2013, reinstating the Affordable Housing**
 19 **Advisory Committee (AHAC), at second and final reading.**

20
 21 **Motion by Commissioner Nabicht, seconded by Commissioner Herzberg to adopt Ordinance**
 22 **No. 05-2013 at second and final reading.**

23
 24 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

25
 26 Commissioner Schleicher stated she is concerned that the Board members do not have staggered
 27 terms and the ordinance talks about a tri-annual report. Mr. Bowley stated once the Board meets
 28 and comes up with a report which they have the right to update. The Board does not necessarily
 29 have to meet but, the Board has to be active for three (3) years. If the Board achieves the report and
 30 the Board sunsets then the Board does not have to meet because they have achieved the report.

31
 32 Mrs. Vose read the title of Ordinance No. 05-2013.

33
 34 **AN ORDINANCE OF THE CITY OF DELTONA, VOLUSIA COUNTY, FLORIDA, RE-**
 35 **INSTATING THE AFFORDABLE HOUSING ADVISORY COMMITTEE, AND**
 36 **PROVIDING AN EFFECTIVE DATE.**

37
 38 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
 39 **Commissioner Herzberg, For; Commissioner Lowry, For; Commissioner Nabicht, For;**
 40 **Commissioner Schleicher, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

41
 42 Ordinance No. 05-2013 was adopted at second reading at 7:09 p.m.

43
 44 **B. Ordinance No. 07-2013, Emergency ordinance permitting a one-time Flea Market to**
 45 **take place on April 20, 2013, at Deltona Plaza parking lot for a 501(c)(3) non-profit**
 46 **organization.**

47
 48 Commissioner Barnaby stated he is not comfortable with the way the Ordinance was drawn up and
 49 that there seemed to be some confusion as to why there has to be an “emergency” ordinance.

1
2 The Commission discussed the use of the word “emergency”, opening the flood gates for other
3 organizations to ask for the same type of ordinance, possibly postponing the event, staff providing
4 incomplete information to the organization and correcting that mistake, the event being a one-time
5 event, and the use of the word “flea market”.

6
7 Commissioner Barnaby stated he does not believe that staff made any mistakes.

8
9 Commissioner Lowry asked for clarification as to what happened as he was not in attendance at the
10 Workshop on Monday, March 11, 2013 when this item was discussed and Mayor Masiarczyk
11 provided him with background information.

12
13 Mayor Masiarczyk stated if the Commission chooses to not pass the ordinance with an organization
14 who is openly admitting they did not know the process, then he feels the Commission should put a
15 stop to all other events that go on in the City.

16
17 Commissioner Lowry asked if the word “emergency” had to be included and Mrs. Vose replied yes,
18 an “emergency” ordinance is used when something has a definite timeframe that the City did not
19 have time to go through the advertising process and two (2) readings of the ordinance.

20
21 Vice Mayor Denizac asked how much money was expended by the organization and Mrs. Peggy
22 Fisher replied approximately \$400, there are 40 vendors who were charged \$10 a space, the mistake
23 the organization made was using the term “flea market” and all proceeds are going to anti-bullying
24 efforts.

25
26 Vice Mayor Denizac asked if there was any confusion between staff and Mr. Denny replied he did
27 not think there was any confusion because the words “flea market” had been discussed at length in
28 the past.

29
30 Commissioner Nabicht stated the Commission is trying to pass an ordinance because of who the
31 group is, it is not about the organization, the group did not know the rules and made a mistake
32 which the Commission is trying to fix. He suggested calling the event a “Craft and Art Fair”.

33
34 Commissioner Lowry stated the Commission is hung up on the word “emergency” which is only to
35 help solve a problem and he has seen exceptions made maybe when there should not have been and
36 this organization has made some mistakes but, he would like to see the Commission pass the
37 “emergency” ordinance.

38
39 **Motion by Commissioner Herzberg, seconded by Commissioner Lowry to adopt Emergency**
40 **Ordinance No. 07-2013.**

41
42 Commissioner Schleicher stated she is a member of Deltona Against Bullying and she asked if she
43 needed to abstain from voting on this item. Mrs. Vose replied she could vote on the item assuming
44 she does not get any financial gain from the organization.

45
46 Mayor Masiarczyk opened the public hearing.

47
48 Peggy Fisher, 900 Yellowbird Avenue, apologized, she felt nobody was to blame, the organization
49 picked the wrong wording for the event and it was a misunderstanding that nobody is at fault for.

City of Deltona, Florida
 Regular City Commission Meeting
 March 18, 2013
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1
 2 Susan Collins, 3201 North Tulsa Drive, stated she did not want flea markets allowed under the term
 3 “Craft and Art” in the City.

4
 5 Mayor Masiarczyk closed the public hearing.

6
 7 Mrs. Vose read the title of Emergency Ordinance No. 07-2013.

8
 9 **AN EMERGENCY ORDINANCE OF THE CITY OF DELTONA, FLORIDA,**
 10 **PERMITTING A ONE-TIME FLEA MARKET TO TAKE PLACE ON APRIL 20, 2013,**
 11 **AT DELTONA PLAZA PARKING LOT FOR A 501(c)(3) NON-PROFIT**
 12 **ORGANIZATION, PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.**

13
 14 **Motion carried with members voting as follows:**

15		
16	Commissioner Barnaby	For
17	Commissioner Herzberg	For
18	Commissioner Lowry	For
19	Commissioner Nabicht	Against
20	Commissioner Schleicher	For
21	Vice Mayor Denizac	Against
22	Mayor Masiarczyk	For
23		

24 Emergency Ordinance No. 07-2013 was adopted at 7:49 p.m.

25
 26 **C. Ordinance No. 20-2013, Revising Section 14-2 and 14-3 regarding public nuisance**
 27 **animals and prohibited animals; Adding Article VII, “Responsible Pet Ownership and**
 28 **Licensing Standards”, to Chapter 14, “Animals”, of the City’s Code of Ordinances, at first**
 29 **reading and to schedule second and final reading on April 1, 2013.**

30
 31 Item was pulled from the agenda by City Attorney Becky Vose.

32
 33 **D. Request for approval of Resolution No. 2013-09, Vacation of plats for Enterprise**
 34 **Heights First Division, MB 21, Page 107; Second Subdivision, MB 21, Page 108; and Third**
 35 **Division MB 10, Page 54.**

36
 37 **Motion by Commissioner Schleicher, seconded by Commissioner Nabicht to approve the**
 38 **vacation of the following plats: Enterprise Heights, First Division, MB 21, Page 107,**
 39 **Enterprise Heights, Second Subdivision, MB 21, Page 108, and Enterprise Heights, Third**
 40 **Division, MB 10, Page 54.**

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

43
 44 Mrs. Vose read the title of Resolution No. 2013-09.

45
 46 **AN ORDINANCE OF THE CITY OF DELTONA, VOLUSIA COUNTY, FLORIDA,**
 47 **VACATING THE FOLLOWING SUBDIVISIONS INCLUDING ALL LOTS AND**
 48 **RIGHTS OF WAY: FIRST DIVISION OF ENTERPRISE HEIGHTS, MB 21 PAGE 107;**
 49 **SECOND SUBDIVISION OF ENTERPRISE HEIGHTS, MB 21 PAGE 108; AND THE**

1 **THIRD DIVISION OF ENTERPRISE HEIGHTS, MB 10 PAGE 54; AUTHORIZING**
 2 **THE VACATION OF PLAT AND PROVIDING AN EFFECTIVE DATE.**

3
 4 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
 5 **Commissioner Herzberg, For; Commissioner Lowry, For; Commissioner Nabicht, For;**
 6 **Commissioner Schleicher, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

7
 8 Resolution No. 2013-09 was adopted at 7:52 p.m.

9
 10 **9. OLD BUSINESS:**

11
 12 **10. NEW BUSINESS:**

13
 14 **A. Request for a waiver of Fees – SE 13-003, American Cancer Society – Relay For Life**
 15 **2013.**

16
 17 **Motion by Commissioner Barnaby, seconded by Commissioner Schleicher to grant the**
 18 **request by Lee Benjamin, on behalf of the American Cancer Society to waive all fees**
 19 **associated with the annual Relay for Life event scheduled to take place at the Dewey Boster**
 20 **Sports Complex on Saturday, April 13th and Sunday, April 14th, 2013.**

21
 22 Vice Mayor Denizac asked that the organization bring back to the Commission, per Policy
 23 CC99-005, a follow-up report 30 days after the event.

24
 25 **Motion carried with members voting as follows:**

26		
27	Commissioner Barnaby	For
28	Commissioner Herzberg	For
29	Commissioner Lowry	For
30	Commissioner Nabicht	Against
31	Commissioner Schleicher	For
32	Vice Mayor Denizac	For
33	Mayor Masiarczyk	For
34		

35 **B. Discussion and provide direction to staff as a result of the recent Rate Study**
 36 **Workshops.**

37
 38 **Motion by Commissioner Lowry to adopt the first imitative plan dated January 28, 2013**
 39 **where the City delays any rate increase for as long as possible. Motion died for lack of a**
 40 **second.**

41
 42 Vice Mayor Denizac stated she supports Burton and Associates initial proposal where there were
 43 no increases in the rates this year. She stated there is still more than \$3 million in the Swaption
 44 for projects and she would support delaying any rate increase.

45
 46 Commissioner Herzberg stated the Commission was looking at doing an annual review of the
 47 rates and she cannot support not having any rate increase for FY 2014. She stated she supports
 48 indexing 2.5% for FY 2014 subject to review every year.

City of Deltona, Florida
Regular City Commission Meeting
March 18, 2013
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1 Commissioner Nabicht agreed with Commissioner Herzberg and he stated if the City does not go
2 with the 2.5% rate increase in FY 2014 then when the City looks to refinance it will need to
3 borrow a considerably larger sum of money, \$2 million.

4
5 Mayor Masiarczyk suggested leaving the rates as they are this fiscal year, he favors the
6 alternative plan and he wants to treat this like a business, not be profitable but, to make ends
7 meet.

8
9 Commissioner Schleicher stated the 2.5% rate increase next year is important, getting residents
10 used to the gradual increase in rates which also means less money the City will need to borrow
11 and she strongly support the 25% surcharge for residents outside City limits.

12
13 **Motion by Commissioner Herzberg, seconded by Commissioner Nabicht to adopt the rate**
14 **structure with no increase in FY 2013, the rate structure going up 2.5% for FY 2014 and as**
15 **stated in the report the following years.**

16
17 Mr. Denny stated when the City did the \$25 per month reduction in the base for residential sewer
18 it was not done for commercial sewer and Burton and Associates provided a recommendation to
19 implement now to correct that situation and as the motion states, a 2.5% rate increase October 1,
20 2014 and a 25% surcharge for residents outside City limits October 1, 2014.

21
22 **Amended motion by Commissioner Lowry, seconded by Commissioner Schleicher to add to**
23 **the motion to update as recommended by Burton & Associates report the commercial rate**
24 **structure, to correct the inequity in the commercial rate structure increases.**

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

30
31 Mayor Masiarczyk opened and closed the public hearing as there were no public comments.

32
33 Commissioner Herzberg repeated her motion to adopt the alternative plan rate revenue of
34 adjustments, FY 2013 the rest of this fiscal year no rate increase, FY 2014 increase 2.5% which
35 is indexing, after that the rate structure FY 2015 4.5% for water, 5.5% for sewer and so on per
36 the rate structure from Burton and Associates report and to include the amended rate structure to
37 include commercial sewer and water rate fees.

38
39 Mrs. Vose suggested adding to direct her to bring back a resolution to formalize the motion and
40 Mayor Masiarczyk replied that was the intent.

41
42 Commissioner Nabicht suggested for budget purposes to set a specific timeframe for annually
43 reviewing the rates.

44
45 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
46 **Commissioner Herzberg, For; Commissioner Lowry, For; Commissioner Nabicht, For;**
47 **Commissioner Schleicher, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**

48
49 Mayor Masiarczyk stated to direct staff to prepare a resolution formalizing the motion and to

1 include that an annual review be done so that the percentages can be adjusted if necessary
2 annually from FY 2014 on, to make sure that the City is following or tracking according to the
3 study results.
4

5 Mr. Denny clarified that the direction is for staff to come back immediately with a rate resolution
6 to correct the error for commercial sewer and water rate fees, provide a 30 day notice to
7 customers, and then schedule the adoption of the resolution. He questioned whether the rate
8 resolution for October 1, 2013 would be done at the same time. Mayor Masiarczyk replied it
9 would be the budgeted amount for next year but, he would prefer that staff take their time and
10 make sure the resolution is correct.
11

12 **Motion by Commissioner Lowry, seconded by Commissioner Schleicher to direct staff to**
13 **prepare a commercial rate resolution and notification and that an annual review be done so**
14 **that the percentages can be adjusted if necessary annually from FY 2014 on, to make sure**
15 **that the City is following or tracking according to the study results.**
16

17 **Motion carried unanimously with members voting as follows: Commissioner Barnaby, For;**
18 **Commissioner Herzberg, For; Commissioner Lowry, For; Commissioner Nabicht, For;**
19 **Commissioner Schleicher, For; Vice Mayor Denizac, For; and Mayor Masiarczyk, For.**
20

21 **C. Add-On Discussion re: CRA Resolution by the County Council**
22

23 Commissioner Herzberg stated Deltona does not currently have a Community Redevelopment
24 Agency (CRA) but, are looking to possibly establish one. Several City Managers and City
25 Attorneys are concerned regarding this resolution which is on the Volusia County Council's
26 agenda for Thursday, March 21, 2013 and was discussed at a City Attorney meeting which Mrs.
27 Vose attended.
28

29 Mrs. Vose stated the resolution was the total reason for the City Attorney meeting and it is her
30 understanding that the county is making an effort to indicate that somehow this resolution is a
31 compromise between the cities and the county. When she talked with the 10 City Attorneys they
32 are uniformly against this resolution which eliminates the effectiveness of all CRAs with the
33 exception of the ones already in existence. City Attorneys at cities that already have CRAs are
34 convinced that this is step one and step two will relate to their CRAs, in fact the county is
35 preserving their right to do that. The procedures in the resolution contradict Florida Statutes but,
36 the main concern is this gets rid of all CRAs for all practical purposes. Cities can have CRAs
37 but, it does not gain the City anything. There was a request among the City Attorneys, assuming
38 the City Commissioners are in favor of CRAs, that they attend the County Council meeting as
39 well as draft a letter supporting CRAs.
40

41 Mayor Masiarczyk stated he and Mr. Denny attended a meeting with the Mayors of Volusia
42 County and the County Chair and he got the impression that there was not a lot of support by the
43 Council Chair or the County Manager to move forward with business as usual because of the
44 way the other cities were treated in the past. Mr. Denny stated that at the meeting as well as in
45 others that he has attended it was extremely clear that the county wants to eliminate CRAs as
46 they are known today moving forward and made comments that they will address the existing
47 CRAs at a later date. The County's Manager Group recommended sending a letter from County
48 Manager Chair Joe Yarborough to County Manager James Dineen asking to not take any final
49 action on March 21st but, to delay it to allow the cities' to sit down with the County Council to

1 work out some compromises to make CRAs somewhat effective. He stated he believed Mayor
2 Apgar wrote a similar letter to County Chairman Jason Davis requesting to delay the adoption of
3 the resolution until a compromise could be met. He stated he left the meeting with the
4 impression that County Chairman Jason Davis and County Manager James Dineen had already
5 decided what they were going to do and were going to vote on March 21st, however, that was
6 before the two letters were written.

7
8 Commissioner Herzberg stated that the document can be interpreted in different ways, statistics
9 can be manipulated and the City needs to be on board with the other cities and support CRAs as
10 well as the tax dollars coming back into the City. She encouraged all the Commission to attend
11 the County Council meeting on Thursday.

12
13 Commissioner Schleicher suggested that each Commissioner contact by phone each member of
14 the County Council and she encourages the Mayor, Commissioners, Acting City Manager and
15 City Attorney to attend Thursday's meeting which she is unable to attend.

16
17 Mayor Masiarczyk suggested drafting a letter, e-mailing it and having it read into the record the
18 day of the meeting.

19
20 Commissioner Nabicht stated the County is also looking at taking ECHO Funds and gas taxes.
21 The County is supposed to be a partner with Deltona in economic development and yet the
22 Commission has been unable to sit down with the County Council to discuss economic
23 development, this is not a compromise because there has never been any discussion and this is
24 not the atmosphere he wants to work in.

25
26 Mrs. Vose stated if the Commission does e-mail the County Council, she suggested they do not
27 use the words "we want to keep our CRA" because the resolution keeps CRAs, it just does not
28 do any good to have a CRA and instead ask the County Council to not adopt the resolution at
29 Thursday's meeting. She stated if the County Council does adopt the resolution she will be
30 recommending to use the powers that the City has under Chapter 164 of the Florida Statutes,
31 Intergovernmental Conflicts that can be very effective. The statute lays out the procedures with
32 the first one being to have meetings together and if those do not work then a mediator would try
33 to work things out.

34
35 Vice Mayor Denizac stated there is going to come a time that the City will have to publish its
36 letters to the County in the newspaper to let the residents of Deltona know how the City has been
37 treated because they have no idea. She suggested requesting a response from the county to the
38 City's letter, inviting the County Council to a face to face meeting, and she is not surprised
39 because this has been happening for a long time.

40
41 Commissioner Barnaby stated the Commission needs to recognize that it needs to take a different
42 approach with the County. He stated he has seen strong public/private partnerships with
43 stakeholders, particularly with Orange County where entire CRAs that have developed Orange
44 Avenue, downtown Orlando. Tom Ustle with Ustle Properties has worked closely with CNL
45 Bank, Mayor Buddy Dyer, and State Representatives to secure major money to build high-rises.
46 This is not a blighted area and they have received millions of dollars in funding. He stated the
47 City needs to work with its State Representatives, its needs high-rise hotels and to find out who
48 are the stakeholders.

49

1 Commissioner Schleicher stated the County is overstepping its bounds; this is the time Deltona
 2 needs to start looking at other alternatives for its selves and the City needs to work with State
 3 Representative Santiago to become an Enterprise Zone.
 4

5 **After discussion, the Commission concurred to have the Acting City Manager draft and**
 6 **distribute a letter to the Volusia County Council against the proposed resolution**
 7 **establishing policy for delegation of authority to establish or enlarge community**
 8 **redevelopment areas to be adopted at on Thursday, March 21, 2013 and to have a strong**
 9 **presence at the meeting.**
 10

11 **11. CITY COMMISSION COMMENTS:**
 12

13 a) Commissioner Lowry stated it was exciting to get the baseball season started, he is excited
 14 about what the Commission has been able to do for the citizens with regards to the water rates, and
 15 he thanked everyone for their prayers and encouragement while he was ill.
 16

17 b) Commissioner Schleicher stated it was nice to be at the Deland Chambers State of the Cities and
 18 she thanked staff for the Job Fair which was well received. She stated she received two (2) calls
 19 from residents which are being taken care of, one having to do with the sulfur smell near the
 20 Magdalena tank and the noise from the generator and the other call was in reference to dogs running
 21 loose on the trails.
 22

23 c) Commissioner Nabicht stated he attended the grand opening of Leslie's Pools, the Job Fair was
 24 well attended and he asked for a follow up report from the Job Fair. He congratulated Captain
 25 Brannon, his team and the Fire Department who saved a child's life in a very active house fire.
 26

27 d) Commissioner Herzberg congratulated the Boys and Girls Club, she had a resident request more
 28 handicapped spaces at the Community Center, she reminded residents of the Eggstravaganza Event
 29 this Saturday and she thanked the Commission for supporting the issue regarding CRAs.
 30

31 e) Commissioner Barnaby thanked everyone and to have a great evening.
 32

33 f) Vice Mayor Denizac thanked law enforcement under the leadership of Captain Brannon for
 34 capturing a man from Sanford who was wanted for attempted murder and for saving a child from a
 35 house fire. She stated she attended the Job Fair which was a great event and she thanked staff for all
 36 their hard work. She stated while meeting with Jerry Mayes she noticed a bulletin board that said
 37 "time kills projects" and there is the perception that someone can take a project to another City and
 38 have it done faster and she would like to have Jerry Mayes bring the Commission an update on what
 39 is being done, is the City on track and can the City do better. She thanked Mr. Denny for putting the
 40 e-mail communications between himself and the Commission back on the website.
 41

42 g) Mayor Masiarczyk stated the applicants looking for jobs at the Job Fair were well dressed and
 43 prepared as compared to last year's applicants. He stated what a well done job staff did on the
 44 Annual Report 2012.
 45

46 **12. CITY ATTORNEY COMMENTS:** None.
 47

48 **13. ACTING CITY MANAGER COMMENTS:**
 49

50 Mr. Denny stated he needed to confirm how many Commissioners were going to ride the bus to

City of Deltona, Florida
Regular City Commission Meeting
March 18, 2013
Page 11 of 11

1 Tallahassee for Volusia Days and Commissioner Barnaby stated he would be attending.

2
3 Mr. Denny stated that staff would be contacting each Commissioner to set up an individual meeting
4 between him and each of them to provide a two month update regarding his status with the City and
5 what staff is working on.

6
7 **14. ADJOURNMENT:**

8
9 There being no further business, the meeting adjourned at 9:18 p.m.

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John Masiarczyk Sr., Mayor

ATTEST:

Joyce Raftery, CMC, City Clerk



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 4/1/2013

FROM: William "Dave" Denny, Acting City Manager **AGENDA ITEM:** 5 - A

SUBJECT: Presentation - Super Star Student of the Month Certificates for March, 2013.

LOCATION:

N/A

BACKGROUND:

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

1. Deltona Lakes Elementary, Taimara Torres, 5th Grade
2. Discovery Elementary, Derick Conde, 2nd Grade
3. Enterprise Elementary, Kyle Devlin, 5th Grade
4. Forest Lake Elementary, None Submitted
5. Friendship Elementary, Ryan Tetreault, 5th Grade
6. Pride Elementary, Jordan Greene, 2nd Grade
7. Spirit Elementary, Paige Boucher, 4th Grade
8. Sunrise Elementary, Chloe Hack, 4th Grade
9. Timbercrest Elementary, Audrey Ward, 4th Grade
10. Deltona Middle, None Submitted
11. Galaxy Middle, Noe Rios, 8th Grade
12. Heritage Middle, Zachary Hirsch, 7th Grade
13. Deltona High, Name, Joey Dies, 9th Grade
14. Pine Ridge High, Megan Hendricks, 12th Grade

ORIGINATING DEPARTMENT:

Deputy City Manager

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Clerk

STAFF RECOMMENDATION PRESENTED BY:

N/A - Presentation Only.

**POTENTIAL
MOTION:**

N/A - Presentation Only.

**AGENDA ITEM
APPROVED BY:**

William "Dave" Denny, Acting City
Manager

ATTACHMENTS:

- Super Star Achievements-March 2013

Super Star Students Read File – March 2013, presented on April 1, 2013.

#	Teacher	School	Student	Grade	Reading Comments on Student Achievements
1	Yvette Castro	Deltona Lakes Elementary	Taimara Torres	5th	<p>Taimara Torres, a 5th grade student at Deltona Lakes Elementary School, is receiving the Super Star certificate for:</p> <ul style="list-style-type: none"> • Being an outstanding school citizen. • She is a safety patrol member and an Altamonte Springs Cheerleader. • Taimara has earned gold and silver medals in the Special Olympics. • She volunteers daily in the classroom after school, and has been voted a Friendliest Student by her peers and a Terrific Kid by her teachers.
19 2	Mrs. Woods	Discovery Elementary	Derick Conde	2nd	<p>Derick Conde, a 2nd grade student at Discovery Elementary School, is receiving the Super Star certificate for:</p> <ul style="list-style-type: none"> • Being chosen for “Superior Academic Achievement.” • He made more than a year of growth in reading last semester (based on the school’s FAIR testing). • Derick has ignored potential distractions, and he has remained steady in his learning.
3 Item 5A	William Patterson	Enterprise Elementary	Kyle Devlin	5th	<p>Kyle Devlin, a 5th grade student from Enterprise Elementary, is receiving the Super Star Certificate for:</p> <ul style="list-style-type: none"> • Being a devoted student who gives 100% effort to push himself to become better at school. • Kyle is always ready to help in class for anything that needs to be done, often without being asked. • His positive attitude helps him approach everything in a really good way.

4		Forest Lake Elementary			No submission this month.
5	Valerie Pardo	Friendship Elementary	Ryan Tetreault (pronounced Tee-troh)	5th	<p>Ryan Tetreault, a 5th grade student from Friendship Elementary, is receiving the Super Star certificate for:</p> <ul style="list-style-type: none"> • Community Service: Ryan is a newly inducted member of National Elementary Honor Society. • Responsibility: Ryan is extremely responsible and is a member of the safety patrol. • Scholarship: Ryan has maintained a straight A average his whole year at Friendship Elementary.
20 6	Mrs. Stoner	Pride Elementary	Jordan Greene	2nd	<p>Jordan Greene, 2nd grade student from Pride Elementary School, is receiving the Super Star certificate for:</p> <ul style="list-style-type: none"> • Making posters for the school for safety week. Jordan and his mother help all of second grade by assembling their math books. • Jordan can always be counted on to show effort resulting in good grades. • He demonstrates good citizenship both in the classroom and around the school.
7 Item 5A	Sandy Fess	Spirit Elementary	Paige Boucher	4th	<p>Paige Boucher, a 4th grade student from Spirit Elementary School, is receiving the Super Star certificate for:</p> <ul style="list-style-type: none"> • Excelling in everything she does. • Paige has the most Reading Counts points for the entire school. • She recently participated in the fitness festival held at Seabreeze High School representing Spirit Elementary. • Paige is always polite and well mannered; she is very popular and well liked among her peers.

8	Gloria Vazquez	Sunrise Elementary	Chloe Hack	4th	<p>Chloe Hack, a 4th grade student from Sunrise Elementary School, is receiving the Super Star certificate for:</p> <ul style="list-style-type: none"> • Being a very well-rounded student who strives to do her best in all areas. • She is a very good student and is at the top of all academic areas. Chloe loves to draw and paint, practices archery, and likes to perform in plays. • Chloe has an inquisitive nature and always tries to dig deeper and find answers that are not just on the surface.
21 9	Mrs. Wooley	Timbercrest Elementary	Audrey Ward	4th	<p>Audrey Ward, a 4th grade student from Timbercrest Elementary School, is receiving the Super Star certificate for:</p> <ul style="list-style-type: none"> • Being prepared and ready to learn. • Setting high goals in all subjects and working hard to successfully achieve them. • Being a great leader, role model and cheerleader for her peers. • Audrey is kind and helps all with a big smile. She lends a hand, her heart, and a hug to anyone in need.
10		Deltona Middle			No submission this month.
Item 5A					

11	Ms. Wycuff	Galaxy Middle	Noe Rios	8th	<p>Noe Rios , a 8th grade student from Galaxy Middle School is receiving the Super Star certificate for:</p> <ul style="list-style-type: none"> • Being an outstanding young man and a fine example to his classmates. • Noe has maintained nearly straight A's all year. He is also a student who was chosen to be an Office Aide this year. • He works with Galaxy's 6th grade House office on a daily basis helping them with whatever they need to get done. • Noe never complains, always has a fabulous attitude and goes out of his way to be helpful.
12	Kimberly Whitaker	Heritage Middle	Zachary Hirsch	7th	<p>Zachary Hirsch , a 7th grade student from Heritage Middle School is receiving the Super Star certificate for:</p> <ul style="list-style-type: none"> • Doing his best in class each and every day. • Zachary is friendly, well-mannered and consistently treats his peers and teachers with respect. • He participates in a variety of extracurricular activities and enjoys school and learning.
13	Lauren Martin	Deltona High	Joey Dies	9th	<p>Joey Dies, a 9th grade student from Deltona High School is receiving the Super Star certificate for:</p> <ul style="list-style-type: none"> • Being one of the top 8-9-10 grade trombonists in the State and making the 9-10 Florida All-State Orchestra. • Joey is also 1st chair in the Volusia All-County Band and was accepted to USF's Festival of Winds Honor Band Festival. • He is lead trombonist in the Volusia All-County Jazz Band and made a superior at District Solo and Ensemble. • He qualified for State Solo and Ensemble and has been nominated for the Florida Bandmaster's Association Nine-Star Honor Band.

22

Item 5A

14	Nicole Grebosz	Pine Ridge High	Megan Hendricks	12th	<p>Megan Hendricks, a 12th grade student from Pine Ridge High School is receiving the Super Star certificate for being :</p> <ul style="list-style-type: none"> • A leader in several campus organizations. • Megan can be counted on to set an example in every situation. • She is Captain of the Volleyball Team, and is extremely active in the community and her church. • She has had continued academic success throughout her high school career.
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AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 4/1/2013
FROM: William "Dave" Denny, Acting City Manager **AGENDA ITEM:** 5 - B
SUBJECT: Presentation - Recognizing Deputy Byron Poteralski and Sergeant Mike Odgers for saving the life of a one year old toddler.

LOCATION:

N/A

BACKGROUND:

Deputy Bryon Poleralski and Sergeant Mike Odgers are credited with saving a one year old toddler from a burning home in Deltona.

Deputy Bryon Poteralski and Sergeant Mike Odgers were both the first to arrive at the scene of a burning house on Bath Street in Deltona. Deputy Bryon Poteralski was able to break out a rear bedroom window and pull the toddler from a playpen. Authorities said the child was breathing, conscious and alert when she was taken to Florida Hospital-Fish Memorial in Orange City for evaluation.

ORIGINATING DEPARTMENT:

Deputy City Manager

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Clerk

STAFF RECOMMENDATION PRESENTED BY:

N/A - Presentation Only.

POTENTIAL MOTION:

N/A - Presentation Only.

AGENDA ITEM APPROVED BY:

ATTACHMENTS:

William "Dave" Denny, Acting City
Manager

- Certificate Deputy Bryon Poteralski
- Certificate Sergeant Mike Odgers

City of Deltona

Is Proud of Your Action on March 12th



Deputy Byron Poteralski

*In recognition of your quick response, bravery, selflessness
and dedication to duty which resulted in saving the life of a*

one year old toddler.

John Masiarczyk
John Masiarczyk, Mayor

April 1, 2013

City of Deltona

Is Proud of Your Action on March 12th



Sergeant Mike Odgers

*In recognition of your quick response, bravery, selflessness
and dedication to duty which resulted in saving the life of a
one year old toddler.*

April 1, 2013

John Masiarczyk, Mayor



AGENDA MEMO

TO: Mayor & City Commission

AGENDA DATE: 4/1/2013

FROM: William "Dave" Denny, Acting City Manager

AGENDA ITEM: 5 - C

SUBJECT: Proclamation - Mayors Day of Recognition for National Service - April 9, 2013.

LOCATION:

N/A

BACKGROUND:

Proclamation to recognize Mayors Day of Recognition for National Service and to encourage all residents to recognize the positive impact of volunteerism and service to our City, to thank those who serve; and to find ways to give back to their communities.

ORIGINATING DEPARTMENT:

Deputy City Manager

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Clerk

STAFF RECOMMENDATION PRESENTED BY:

N/A - Presentation Only.

POTENTIAL MOTION:

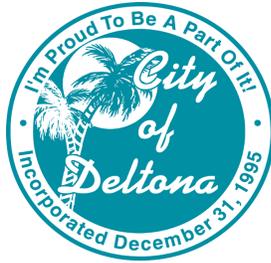
N/A - Presentation Only.

AGENDA ITEM APPROVED BY:

William "Dave" Denny, Acting City Manager

ATTACHMENTS:

- 04-09-13 Mayors Day of Service Proclamation



***WHEREAS**, service to others is a hallmark of the American character, and central to how we meet our challenges; and*

***WHEREAS**, the nation's mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and,*

***WHEREAS**, AmeriCorps and Senior Corps address the most pressing challenges facing our cities and nation, from educating students for the jobs of the 21st century and supporting veterans and military families to preserving the environment and helping communities recover from natural disasters; and*

***WHEREAS**, national service participants serve in more than 70,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and*

***WHEREAS**, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and,*

***WHEREAS**, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with mayors across the country to support the Mayors Day of Recognition for National Service on April 9, 2013.*

***THEREFORE**, we, the Mayor and Commissioners of the City of Deltona, do hereby proclaim April 9, 2013, as*

“Mayors Day of Recognition for National Service”

and encourage all residents to recognize the positive impact of volunteerism and service in our city, to thank those who serve; and to find ways to give back to their communities.

***EXECUTED** this 1st day of April, 2013.*

John Masiarczyk, Mayor



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 4/1/2013

FROM: William "Dave" Denny, Acting City Manager **AGENDA ITEM:** 7 - A

SUBJECT: Approval to use the Florida Sheriffs' Association Contract to purchase Pierce Level I Custom Pumper.

LOCATION:

N/A

BACKGROUND:

As presented at the Commission workshop of January 14, 2013, the Fire Department is experiencing excessive down time of frontline fire apparatus due to mechanical failure and the shortage of parts for several of our engines. Budgeted for Fiscal Year 2012-13 and 2013-14 (tentatively) was the replacement for our Aerial Ladder. The Insurance Services Office (ISO) no longer recommends the need for an aerial ladder, although it is a piece of equipment that has tactical advantages that are unique to this type of equipment. After discussion by the Commission, it was decided to retain our 2003 Aerial Ladder as a reserve apparatus and utilize budgeted funds to purchase a fire engine to be added to the fleet to avoid the frequency of out of service time and the dependence on other municipalities to provide loaner engines.

This request exceeds the budgeted amount of \$400,000 by approximately \$40,000. This is due to an upgrade of the base chassis that will provide a better working environment for our firefighters, provide a longer warranty and enhancements that will save on annual repair and maintenance costs by reducing the down time associated with the normal wear and tear experienced by fire apparatus.

ORIGINATING DEPARTMENT:

Fire Administration

SOURCE OF FUNDS:

Capital-Replacement Equipment Fund

COST:

\$439,771

REVIEWED BY:

William "Dave" Denny, Acting City Manager

**STAFF
RECOMMENDATION
PRESENTED BY:**

Fire Chief Staples, Fire Department - Recommendation is being made to purchase a Pierce Manufacturing, Inc. Level I Custom Pumper through Ten-8, their authorized dealer, piggybacking the Florida Sheriff's Association Contract #11-10-1202 at a total cost of \$439,771.

**POTENTIAL
MOTION:**

"I move to approve the purchase of a Pierce Manufacturing, Inc. Level I Custom Pumper through Ten-8, their authorized dealer, piggybacking the Florida Sheriff's Association Contract #11-10-1202 at a total cost of \$439,771 and to pay for the additional cost by a budget amendment to appropriate \$40,000 of fund balance of the Capital Replacement Equipment Fund."

**AGENDA ITEM
APPROVED BY:**

William "Dave" Denny, Acting City
Manager

ATTACHMENTS:

- Backup Documentation
- Budget Amendment



**FLORIDA FIRE CHIEFS' ASSOCIATION,
FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES**

**2012 LEVEL I CUSTOM PUMPER
Specification #16
(Custom Chassis - 4 Door)**

The Custom Pumper, purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by manufacturer by specification.

MODEL:	E-ONE Typhoon Pumper	KME Challenger FL16LVL1
BASE PRICE:	\$271,734.00	\$278,274.00
BODY:	Formed Stainless Steel	Formed Stainless Steel
MANUFACTURER:	Hall-Mark Fire Apparatus (E-ONE)	Kovatch Mobile Equip. Corp (KME)

★

MODEL:	Pierce Impel SS Series
BASE PRICE:	\$308,890.00
BODY:	Formed Stainless Steel
MANUFACTURER:	Pierce Manufacturing, Inc.

While the Florida Fire Chiefs Association, Florida Sheriffs Association and Florida Association of Counties have attempted to identify equipment required to meet all current NFPA 1901, (2009 edition), applicable for pumper fire apparatus Chapter 5 and other required chapters, FMVSS (applicable areas) and NHTSA standards, we realize equipment needs and preferences are going to vary from agency to agency. Any options required or changes required by purchaser shall be made through the vendor listed

Purchasers are advised that the above referenced vehicle specification comes equipped as a base unit only. The Florida Fire Chiefs Association, Florida Sheriffs Association and Florida Association of Counties have identified and equipped the base unit with those specifications and equipment items required to meet all current NFPA. Since equipment needs and preferences are going to vary from agency to agency, any additional options required or changes to the base unit desired by the purchaser shall be made through the manufacturer listed

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate vendor.

PROPOSAL FOR FURNISHING FIRE APPARATUS

February 25, 2013

City of Deltona Fire Rescue
1685 Providence Boulevard
Deltona, Florida 32725

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

One Pierce Impel Custom Pumper per the enclosed proposal. This unit is being offered by accessing the Florida Sheriff's Association Contract for Fire Rescue Vehicles, Specification #16 Level I Custom Pumper. See contract information in Tab 7.	\$ 455,534.00
Option: Replace straight front axle rated at 19,500 pounds with TAK 4 independent front suspension rated at 19,500 pounds, add \$11,586.00.	(15,763.00)
Discount for prefunding of contract at time of order.	(15,763.00)
Total Contract Amount	Total \$ 439,771.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 180 working days after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at the City of Deltona, Florida.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 45 days from date, the right is reserved to withdraw this proposition.

Pierce Manufacturing, Inc.

By: 

AUTHORIZED SALES REPRESENTATIVE

Robert F. Boggus



PERFORM LIKE NO OTHER

QSD1397

Revised: 12/29/2008



CUSTOMER CHANGE ORDER FORM

CUSTOMER: Deltona Fire Rescue
JOB #: Pending

Item	Date	Description	Deduct	Add	Info	STF	Entered in Pulse
1	2/18/13	FSA Specification #16, Level I Custom Pumper		\$308,890			
2		Change wheels to Alcoa aluminum for heat dissipation with disc brakes		\$4,317			
3		Upgrade rear brakes to 17" disc for increased stopping performance		\$254			
4		Install hose tray and hose restraint to front bumper		\$565			
5		Increase head room in crew cab by 12"		\$2,770			
6		Add insulation and upholstery cover to engine tunnel		\$2,208			
7		Install a map box in the cab		\$533			
8		Add EMS compartments in the cab		\$3,294			
9		Upgrade SCBA brackets to inertia lock brackets		\$1,876			
10		Include NFPA required helmet holders		\$352			
11		Add officer's side speedometer in cab		\$597			
12		Add spare wiring and power outlets to cab and body		\$995			
13		Add antenna mount to cab		\$247			
14		Install Kussmaul battery charger and Auto-eject		\$2,264			
15		Upgrade alternator to L/N 320 amp		\$755			
16		Upgrade body exterior lights and stop/tail lights to LED for increased service life		\$2,621			
17		Install a pair of Zico folding wheel chocks		\$967			
18		Install a Federal gooseneck map light in cab		\$344			
19		Install a pair of Zico side scene/cornering lights for increase visibility during night operation		\$795			
20		Install two telescoping Whelen LED Pioneer lights for scene lighting during night operations		\$3,981			
21		Install a Whelen LED Pioneer visor light on cab for increased visibility during night operations		\$1,851			
22		Delete one rear deck light	(\$127)				
23		Change from medium body to long body		\$9,165			
24		Decrease water tank to 500 gallons	(\$645)				
25		Install two additional hosebed dividers		\$1,744			
26		Install a cross-divider in hosebed		\$552			
27		Install diamondplate hosebed cover with strip lighting		\$6,921			
28		Install an extended rear body and provide full-depth full-height compartments on each side.		\$7,661			
29		Install LED strip lighting to compartments		\$1,372			
30		Install shelves, trays, toolboards and partitions in compartments per Deltona requirements		\$9,133			
31		Install backboard storage over the pump compartment		\$1,525			
32		Install fender crowns to the apparatus body each side		\$888			
33		Install hard suction hose storage troughs to top of body		\$1,072			
34		Install extra handrails and folding steps to apparatus body for safety		\$397			
35		Install air bottle compartments in the body fender panels		\$1,492			
36		Change to a hydraulic ladder rack for ladder storage		\$8,321			
37		Upgrade pressure governor to FRC "InControl"		\$1,091			
38		Upgrade pump impeller to flame-plated		\$730			
39		Decrease tank fill size to 1.5"	(\$847)				
40		Provide a 2.5" right side pump inlet		\$1,222			
41		Install a large diameter passenger's side discharge		\$3,626			
42		Install a front bumper 1.5" discharge		\$2,290			
43		Install a TFT 18" extenda gun to deck gun discharge		\$2,220			
44		Install a diamondplate cover to top of crosslays		\$623			
45		Install a Husky 3 Foam System		\$10,259			
46		Install a Hercules 140 CFM Compressed Air Foam System		\$26,256			
47		Install an air horn control button at pump panel		\$280			
48		Install flashing Whelen LED lights to interior of cab doors for crew safety when exiting the cab		\$1,019			
49		Install a Federal Q2B mechanical siren		\$3,395			
50		NFPA required scotchlite graphics		\$1,786			
51		Add TAK4 Independent front suspension		\$11,586			
52							
53		TOTAL CHANGES MADE TO ORDER	(\$1,618)	\$148,262			

TOTAL APPARATUS PRICE
\$455,534



Proposal Option List

2/25/2013

Customer :	Deltona Fire Department	Bid Number :	343
Representative :	Boggus Robert	DB Version:	02 00.0353.0000
Organization :	Ten-8 Fire Equipment Inc	Bid Date :	10/31/2012
Requirements Manager:		Job Number :	
Description :	Deltona Impel Custom Pumper 2013		
Body :	Pumper Long Alum 2nd Gen		
Chassis :	Impel Chassis, 2010		

Line	Option Code	Type	Option Description	Qty
			Chassis:	
1	0661794		Single Source Compliance	1
2	0536644		Customer Service Website	1
3	0002928		Electrical Diagrams	1
4	0597579		Impel Chassis 2010	1
5	0000110		Wheelbase	1
			Wheelbase - 184 inches	
6	0000070		GVW Rating	1
			GVW rating - 43 500 pounds	
7	0000203		Frame Rails 13.38 x 3.50 x 375 DLX/Qtm/Enf/AXT/Imp/Vel/Dash CF	1
8	0020018		Frame Liner not Req'd	1
9	0508848		Axle Front Oshkosh TAK-4, Non Drive 19,500 lb, Imp/Vel	1
10	0030264		Suspension Front TAK-4 19,500 lb, DLX/Enf/Qtm/AXT/Imp/Vel/Dash CF	1
11	0087572		Shock Absorbers, KONI on TAK-4 DLX/Qtm/AXT/Enf/Imp/Vel/Dash CF	1
12	0000322		Oil Seals Front Axle	1
13	0594821		Tires Front Goodyear, G296 MSA, 425/65R22 50 20 ply	1
14	0019611		Wheels, Front Alcoa, 22 50" x 12 25" Aluminum Hub Pilot	1
15	0530464		Axle, Rear, Meritor RS24-160 24 000 lb, Imp/Vel/Dash CF	1
16	0544253		Top Speed of Vehicle 68 MPH	1
17	0122076		Suspen Rear Standens Spring 24,000 lb Imp/Vel/Dash CF	1
18	0000485		Oil Seals Rear Axle	1
19	0587216		Tires, Rear Goodyear, G622 RSD, 12R22 50 16 ply Single	1
20	0019625		Wheels Rear Alcoa 22 50" x 8 25" Aluminum, Hub Pilot Single	1
21	0568081		Tire Balancing, Counteract Beads	1
22	0545391		Tire Pressure Monitoring Valve Cap	1
			Qty, Tire Pressure Ind - 6	
23	0003245		Axle Hub Covers w/center hole S/S, Front Axle	1
24	0003240		Axle Hub Covers Rear, S/S Baby Moon (Pair)	1
25	0002045		Mud Flaps w/logo front & rear	1
26	0010670		ABS Wabco Brake System, Single rear axle	1
27	0030185		Brakes Knorr/Bendix 17 , Disc, Frt, TAK-4 DLX/Enf/Qtm/AXT/Imp/Vel/Dash CF	1
28	0509206		Brakes Meritor EX225 Disc Plus, Rear Single Axle	1
29	0020784		Air Compressor Brake, Cummins/Wabco 18 7 CFM	1
30	0000785		Brake Reservoirs Three	1
31	0568012		Air Dryer Wabco System Saver 1200 2010	1
32	0000790		Brake Lines, Nylon	1
33	0000854		Air Inlet w/Disconnect Coupling	1
			Location, Air Coupling(s) - a) DS Step Well	
			Qty, Air Coupling (s) - 1	
34	0014130		Air Tank, Additional for Extra Air Horn Capacity	1
35	0666653		Engine, Cummins ISL9, 370 hp, 1250 ft-lb W/OBD, EPA 2013 Imp/Vel	1
36	0001244		High Idle w/Electronic Engine Custom	1
37	0687994		Engine Brake Jacobs Compression Brake 2010 Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
38	0552334		Clutch Fan Air Actuated Horton Drive Master	1
39	0123135		Air Intake, w/Ember separator, Imp/Vel	1
40	0597542		Exhaust System, 4" 2010 ISL9/ISC8 3 Engine Horizontal Officer Side	1
41	0557543		Radiator Imp/Vel	1
42	0511425		Cooling Hoses, Rubber	1
43	0001125		Fuel Tank, 65 Gallon Left Side Fill	1
44	0001129		Lines, Fuel	1
45	0595087		DEF Tank 4 5 Gallon DS Fill Forward of Rear Axle DD13 ISL9 ISX	1

Line	Option Code	Type	Option Description	Qty
46	0552793		Not Required Fuel Priming Pump	1
47	0582243		Shutoff Valves Fuel Line @ Primary Filter 2010 Cummins Engine	1
48	0699437		Cooler Chassis Fuel, Not Req'd	1
49	0551793		Trans. Allison Gen IV 3000 EVS P Imp/Vel/Dash CF With Prognostics	1
50	0011477		Transmission Shifter, 5-Spd, Push Button Trans ratio - 3000 EVS 5Spd	1
51	0684459		Transmission Oil Cooler Modine External	1
52	0001370		Driveline Spicer 1710	1
53	0669988		Steering Sheppard M110 w/tilt TAK-4 Eaton Pump w/ Cooler	1
54	0001544		Not Required Steering assist cylinder on front axle	1
55	0509229		Steering Wheel 2 Spoke	1
56	0559647		Pierce Logo on Horn Button	1
57	0123625		Bumper 19" Extended Imp/Vel	1
58	0510226		Lift & Tow Package Imp/Vel, AXT Dash CF	1
59	0522573		No Tow Hooks Required Due to Lift and Tow package	1
60	0511007		Tray Hose center 19' bumper w/outside Air Horns Imp/Vel Capacity, Bumper Tray - 21) 150' of 1 75 Grating, Bumper extension - Grating Rubber	1
61	0591013		Hose Restraint Bumper Tray, Velcro Straps Location 7 - center Qty, - 01	1
62	0595332		Cab Impel 2010 6010 Raised Roof	1
63	0677478		Rear Wall, Exterior, Cab Aluminum Treadplate	1
64	0122465		Cab Lift, Elec/Hyd Imp/Vel	1
65	0123176		Grille, Bright Finished, Front of Cab, Impel/Velocity	1
66	0579084		Trim, S/S, Rect Headlights VEL/IMP	1
67	0087357		Molding Chrome on Side of Cab	1
68	0049242		Mirrors, Ramco, 6000FFHRT-750HR w/Bolt-on Convex All Htd/Rmt Turn Sig Door Mt	1
69	0525761		Door, Half-Height Impel/Velocity 4-Door Cab, Raised Roof	1
70	0655511		Door Panel Brushed Stainless Steel Impel/Velocity 4-Door Cab	1
71	0550229		Storage Pockets w/ Elastic Cover Recessed Rotomolded Imp/Vel	1
72	0510218		Controls Electric Windows All Cab Doors Impel & Velocity	1
73	0555485		Steps, 4-Door Full Tilt Cab Std Imp/Vel	1
74	0509649		Lights Cab and Crew Cab Access Steps P25, LED w/Bezel 1 Light Per Step	1
75	0002140		Fenders, S/S on Cab	1
76	0592071		No Windows, Side of Crew Cab, Vel/Imp	1
77	0568605		Not Required Interior Trim No Cab Side Windows	1
78	0012090		Not Required Windows Front/Side of raised roof	1
79	0509286		Not Required, Windows Rear of Crew Cab Imp/Vel	1
80	0558334		Not Required, Trim, Cab Rear Windows No Rear Windows	1
81	0199688		Cab Interior, ABS Console, Painted Side Walls Imp/Vel Color Cab Interior Paint - a) gray Color, Cab Interior Vinyl/Fabric - a) Silver/Gray	1
82	0509492		Cab Interior paint color, Imp/Vel Color, Cab Interior Paint - a) gray	1
83	0509532		Floor Rubber Padded Cab & Crew Cab, Imp/Vel Dash CF	1
84	0122520		Heater/defroster Imp/Vel	1
85	0559378		Air Conditioning, Imp/Vel/Vel SLT	1
86	0543257		Grab Handles, Driver Door Post & Passenger Dash panel Imp/Vel	1
87	0002526		Light Engine Compt All Custom Chassis	1
88	0122516		Fluid Check Access, Imp/Vel, AXT	1
89	0583039		Not Required Side Roll and Frontal Impact Protection	1
90	0000109		Seating Capacity Cab Qty - 04	4
91	0697007		Seat Driver, Pierce PS6, Premium Air Ride Hi-Back	1
92	0696995		Seat, Officer, Pierce PS6 Premium Air Ride SCBA	1
93	0002517		Not Required, Radio Compartment	1
94	0199546		Cabinet, EMS, Rear Facing DS 20 Wide x 42 High x 26 Deep Lt Feature Door, EMS Cabinet - Amdor Roll Up Dr, w/Lock Light Short EMS Compt - Pierce Left Side	1
95	0102783		Not Required, Seat Rr Facing C/C, Center	1
96	0199549		Cabinet EMS Rear Facing PS 20 Wide x 42 High x 26 Deep Lt Feature	1

Line	Option Code	Type	Option Description	Qty
			Door EMS Cabinet - Amdor Roll Up Dr w/Lock	
			Light Short EMS Compt - Pierce, Right Side	
97	0108189		Not Required Seat Forward Facing C/C DS Outboard	1
98	0123169		Seat, Forward Facing C/C Center. (2) Pierce PS6 Base SCBA	1
99	0108190		Not Required Seat, Forward Facing C/C PS Outboard	1
100	0042264		Shelf, Adjustable EMS Compt, 1 25" Lip	2
			Location - one in each EMS compartment in the cab	
			Qty Shelf - 02	
101	0520835		Compt. Storage Rear Facing Overhead 74 W x 10"H x 12 D Imp/Vel 10 RR	1
			Latch Storage Compt - a) Non Locking	
			Light, Overhead Compt - Pierce, Horizontal Mounted	
			Qty Compt Door - (3)	
102	0511300		Upholstery Seats In Cab, All Imperial 1200, Pierce PS6	1
			Color, Cab Interior Vinyl/Fabric - h) Gray/Black	
103	0543991		Bracket, Air Bottle Hands-Free II, Cab Seats	3
			Qty - 03	
104	0553393		Seat Belt Height Adjustment Imp/Vel, Dash CF	4
			Qty - 04	
105	0547293		Seat Belts Red	1
106	0691237		Seat Belt Monitoring System	1
107	0543133		Bracket, Helmet Holder, Zico UHH-1	1
			Qty Helmet Storage Brkt - 4	
108	0546694		Lights Dome, Weldon 8081-8000-13 2-Dual LED Lights, Gray Bez	1
109	0509984		Lights Dome CC (2) Weldon 8081-8000-13 LED, Red/Clear Gry Bezel	1
110	0594554		Cab Instruments Black Gauges, Black Bezels, Impel 2010	1
111	0509511		Air Restriction Indicator Imp/Vel AXT Dash CF	1
112	0012602		Speedometer, Officer w/LCD Odometer/Trip and Pump Cutout Pedestal mount	1
113	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - a)alarm	
114	0509042		Messages Open Door/Do Not Move Truck, Imp/Vel Vel SLT AXT Dash CF	1
115	0509921		Switching Cab Membrane Impel/Veloc/Quantum, AXT MUX Dash CF	1
			Location, Emerg Sw Pnl's - Driver's Side Overhead	
116	0555915		Wiper Control 2-Speed with Intermittent Impel/Veloc/Quantum Dash CF	1
117	0548009		Wiring, Spare 20 A 12V DC 1st	1
			12vdc power from - b)switched battery	
			Location - passenger's side step well in the crew cab for the key safe vault See photo	
			on the "S" drive under the Job E-Folders	
			Qty - 01	
			Wire termination - b) butt splice	
118	0548007		Wiring Spare 15 A 12V DC 3rd	1
			12vdc power from - b)switched battery	
			Location - to the PS EMS compartment in the crew cab	
			Qty - 01	
			Wire termination - b) butt splice	
119	0548004		Wiring Spare 15 A 12V DC 1st	2
			12vdc power from - a) battery direct	
			Location - adjacent to the officer's seating position in the cab	
			Qty, - 02	
			Wire termination - p) 15 amp power point plug	
120	0547505		Wiring Spare, 10 A 12V DC 1st	3
			12vdc power from - a) battery direct	
			Location - two (2) on the rear wall of the crew cab on the driver's side for box lights, and	
			on the PS forward facing seat riser for a TIC charger See job E-Folders on the "S"	
			drive for photos of previous unit	
			Qty - 03	
			Wire termination - b) butt splice	
121	0548006		Wiring Spare 15 A 12V DC 2nd	4
			12vdc power from - a) battery direct	
			Location - two (2) in the passenger's side EMS compartment in the crew cab and two	
			(2) on the hydraulic ladder rack cover in the P1 compartment	
			Qty - 04	
			Wire termination - p) 15 amp power point plug	
122	0511422		Vehicle Information Center LCD On Gauge Cluster Only	1

Line	Option Code	Type	Option Description	Qty
123	0543930		Vehicle Data Recorder Dual Module	1
124	0696439		Antenna Mount Custom Chassis Cable Routed to Instrument Panel Area Location - in the center Qty - 01	1
125	0696777		Camera, Pierce, Side & Rear Cameras 7' LCD Display Camera System Audio - Speaker in Pierce Camera System Display Location Camera Pierce - 3 Cameras Auto Switch Location Display - Lower Console Driver's Side	1
126	0509967		Pierce Command Zone Advanced Electronics and Control System	1
127	0509732		Electrical System, Impel/Velocity/Velocity SLT	1
128	0079166		Batteries, (4) Exide Grp 31 950 CCA each, Threaded Stud	1
129	0008621		Battery System Single Start, All Custom Chassis	1
130	0123174		Battery Compartment Imp/Vel	1
131	0579436		Charger Sngl Sys Kussmaul, 1200 091-187-12-Remote	1
132	0012782		Location Charger, Left Side Body Compartment Location - on the forward bulkhead up high	1
133	0536099		Location Battery Charger Indicator Driver's Step Area	1
134	0121711		Alternator, 320 amp Leece-Neville 4962PA Sgl Sys	1
135	0092582		Load Manager/Sequencer MUX Enable/Disable Hi-Idle - e)High Idle enable	1
136	0525517		Lighting, FMVSS, Cab P25 LED Cirnc/ID, Imp/Vel Rect Headlts	1
137	0589905		Alarm Back-up Warning PRECO 1040	1
138	0687604		Lights, Perimeter Scene Cab Exits, Truck-Lite 6060C LED Grommet Mt 4 Dr	1
139	0554271		Body Skirt Height, 20"	1
140	0554995		No Body Modification Required	1
141	0549333		Indicators, Engine Included with Pressure Controller	1
142	0510206		Location Elect Siren Recessed Overhead in Console Location, Elec Siren - Overhead Above Eng Tunnel DS	1
143	0016080		Siren Federal Q2B	1
144	0006095		Siren Mechanical, mounted above deckplate Location Siren, Mech - a) Left	1
145	0519379		Light Front Zone Whelen Super 600 LED, 2pr Q Bezel VEL/IMP Color WhIn Sup600 LED INN - b) rd/cl Color,WhIn Sup600 LED OUT - b) rd/cl	1
146	0017241		Paint Chassis Frame Assy. Black Std	1
147	0693797		No Paint Required Aluminum Front Wheels	1
148	0693792		No Paint Required, Aluminum Rear Wheels	1
149	0510041		Reflective across Cab Face Imp/Vel	1
150	0065687		Stripe Reflective, Cab Doors Interior Color, Reflective - i) gold	1
151	0529225		Manual Two (2) CD Fire Apparatus Parts Custom Chassis	1
152	0531636		Manual Two (2) CD Chassis Service Custom	1
153	0531638		Manual Two (2) CD Chassis Operation Custom	1
154	0543945		Certification, Cab Integrity, Impel	1
155	0545073		Amp Draw Report NFPA 2009 Edition	1
156	0002758		Amp Draw NFPA Radio Allowance	1
157	0658751		Manufacturing Attribute	1
			Body:	
158	0671399		Boiler Plates Pumper Bidder/Sales Organization - TEN-8 FIRE EQUIPMENT, INC Dealership/Sales Organization, Service - TEN-8 FIRE EQUIPMENT INC Delivery - Delivery representative Fire Department/Customer - DELTONA FIRE RESCUE Miles - 25 Miles Number of Fire Dept/Municipalities - 10 Operating/In conjunction W-Service Center - Operating	1
159	0533316		Comply NFPA 1901 Changes Effective Jan 1 2009 With Exceptions	1
160	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
161	0000007		Approval Drawing	1
162	0544802		Chocks, Wheel SAC-44-E Folding Qty, Pair - 01	1
163	0544806		Mounting Brackets Chocks SAC-44-E Folding Horizontal	1

Line	Option Code	Type	Option Description	Qty
			Location Wheel chock - on (1) under compartment D1 and one (1) under compartment D3	
			Qty Pair - 01	
164	0023746		Cooler, Chassis Fuel, Not Req'd	1
165	0544332		Portable Hand Light Provided by Fire Department Pumper NFFPA Classification	1
166	0016857		Shoreline, 20A 120V Kussmaul Auto Eject Super"	1
			Color Kussmaul Cover - d) yellow	
			Connection, Shoreline - the onboard battery charger	
			Qty, Shoreline - 1	
167	0026800		Shoreline Location	1
			Location Shoreline (s) - 25) DS Cab Side	
168	0563675		Lights Identification/Clearance, Rear Truck-Lite, (7) Model 33	1
169	0039828		Lights Tail Whelen 60R00XRR LED Stop/Tail 60A00TAR Amber LED, Pop Arrow Dir	1
			Flange Kit, 2pr - w/with a flange	
170	0039215		Lights Backup, Whelen 600, LED	1
			Flange Kit, Whelen 6E - w)6E or 64 Flange Kit	
171	0664481		Bracket License Plate & Light, P25 LED	1
172	0002464		Light Map Federal LF18TS Goose Neck Toggle Switch	1
			Location - on the cab ceiling above the officer's seat	
			Qty Map lights (Goose Ne - 1	
173	0521285		Light Directional/Marker Intermediate Light Truck-Lite Model 60115Y LED	1
174	0538271		Lights Perimeter Scene Truck-Lite 6060C LED Grmt (4) Lts Pump Panel/Rear Step	1
			Switch, Location, Perim - Parking brake	
175	0556360		Lights, Step P25 LED 4lts	1
176	0550441		Lights Side Scene, Zico ZQL-SS-H7614 50W Halogen Stainless 1st	2
			Location lights - one each side in the body fender panels	
			Qty, - 02	
			Switch Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch Lt Control 2 DC 2 - e) No Control	
			Switch Lt Control 3 DC 3 - d) No Control	
			Switch Lt Control 4 DC 4 - d) No Control	
177	0667758		Light Whelen, 12V PCP2 Pioneer LED Fld/Spt Pole Mt 1st	2
			Color, Wln Lt Housing - w) White	
			Handle Holder W - Without Handle Holder	
			Location lights - one each side on the back of the cab	
			Pole Length W - 20 00" Outside Pole	
			Poles W - Push Up Pole	
			Qty - 02	
			Sensor Up, W - Without Up Sensor	
			Switch Lt Control 1 DC 1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC 2 - e) No Control	
			Switch, Lt Control 3 DC 3 - d) No Control	
			Switch, Lt Control 4 DC 4 - d) No Control	
178	0590127		Light Visor Whelen, 12V PCP2 Pioneer LED Fld/Spt 1st	1
			Location, driver's/passenger's/center - centered	
			Qty, - 01	
			Switch, Lt Control 1 DC 1 - a) DS Switch Panel	
			Switch Lt Control 2 DC,2 - e) No Control	
			Switch, Lt Control 3 DC,3 - d) No Control	
179	0658477		Light, Deck Whelen PFBP12C LED PS Flood Light	1
180	0060016		Pumper, Long, Alum 2nd Gen	1
181	0003319		Tank, Water 500 Gallon Poly Pumper Long w/Full Depth Compt	1
182	0003405		Overflow, 4' Water Tank Poly	1
183	0028104		Foam Cell Required	1
184	0044431		Sleeve through Tank - Up to 3" Plumbing	1
			Qty Sleeve - 1	
185	0553729		Not Required Restraint Water Tank Heavy Duty	1
186	0003429		No Direct Tank Fill Req'd	1
187	0003424		(No Dump Valve required)	1
188	0048710		Jet Assist Not Req'd	1
189	0030007		(No Dump Chute Required)	1
190	0514778		Not Required Switch Tank Dump Master	1
191	0126633		Hose Bed, Alum Pumper	1

Line	Option Code	Type	Option Description	Qty
192	0003482		Hose bed Capacity, Additional Capacity. Hosebed - 300' of 3" DJ 200' of 2.5" DJ, 1200' of 4 LDH and 300' of 3" DJ hose	1
193	0083488		Divider, Hose Bed 25" Unpainted Qty Hosebed Dividers - 3	3
194	0010133		Cross-divider, Hose Bed	1
195	0663365		Lights, Hose Bed Sides, Dual LED Light Strips	1
196	0530804		Cover, Hose Bed Alum Treadplate	1
197	0505155		Flap Rear of Alum Hose Bed Cover Two Piece Vinyl Color Vinyl Cover - a) red	1
198	0013512		Runningboard 12 75" Deep	1
199	0689621		Tailboard 16" Deep	1
200	0690037		Wall Rear Smooth Aluminum/Body Material Material Trim/Scuffplate - a) 4-way alum. Bright	1
201	0003531		Tow Bar Under Tailboard	1
202	0003561		Construction Compt. Alum. Pumper	1
203	0083691		DS 161" Rollup Full Height & Depth Front & Rear	1
204	0083694		PS 161" Rollup, Full Height & Depth Front & Rear	1
205	0692733		Doors Gortite, Roll-up Side Compartments Color Gortite Roll-upDoor - Painted Latch, Gortite Roll-up - locking 751 AXT/Qtm/Dash CF/Saber Cab Qty, Door Accessory - 06	6
206	0083700		Rear Rollup 37.75" FF	1
207	0692746		Doors Gortite, Roll-up, Rear Compartment Color Gortite Roll-upDoor - Satin finish Latch Gortite, Roll-up - locking 751 AXT/Qtm/Dash CF/Saber Cab	1
208	0689549		Lights, Compt Pierce LED Dual Light Strips, Each Side of Door Location - in all body compartments Qty, - 07	7
209	0687146		Shelf Tracks Painted location - all body compartments Qty Shelf Track - 07	7
210	0687112		Shelves Adjustable, 500 lb Capacity Full Width/Depth, Painted Location Shelf - two in P1 rearward of the vertical partition (one on the ladder rack actuator cover), one in R1 and one in P3 Qty, Shelf - 04	4
211	0003982		Tray 500 lb Slide-out 2" Sides - Floor Mounted Location - in the D1 compartment Qty Tray (slide-out) - 01	1
212	0083986		Tray Adj. 30 Deg., Tilt/Slide-out (215 lb) Location - in the D2 and P2 compartments Qty Tray (slide-out) - 02	2
213	0659091		Toolboard, Slide-out Alum 188 Peg Board Finish, Pegboard/Toolboard - Painted Hole Diameter, Pegboard/Toolboard - 281" diameter location - in the D3 compartment Mounting Toolboard - Adjustable side-side Qty - 3	3
214	0062168		Cable Release Tilt Tray, IAT Std Latches Location - on the tilt trays in D2 and P2 Qty Comp Accessory - 02	2
215	0062423		Compt, Backboard Storage (2) Over Pump and Forward Access Both Sides Door Material, Storage - Aluminum Treaplate Size - 2.5" thick by 18" wide by 72" long each	1
216	0013919		Partition Adjustable, Vertical Compt Location - in the P1 compartment ahead of the fixed partition Qty, Partition - 01	1
217	0003908		Partition Trans Rear Compt Location Partition - c) both sides Qty, Partition - 02	2
218	0013908		Partition Vertical Compartment Location - the center of the P1 compartment Qty, Partition - 01	1

Line	Option Code	Type	Option Description	Qty
219	0023847		Shelf Permanently Mounted Location - in the P1 compartment 11" above the floor Qty, Comp Accessory - 01	1
220	0004016		Rubrail Aluminum Extruded Side of Body	1
221	0004024		Fender Crowns, Rear, S/S	1
222	0540092		Hose Hard Suction, Provided by Fire Department Pumper NFPA Classification Brand Model Age of Tool - Kochek Length Hard Suction Hose - 10' Qty Hard Suction Hose - 2 Size, Hard Suction Hose - 6 00"	2
223	0042184		Troughs H S H , DS Aluminum, Double Velcro Straps	1
224	0556208		Handrails, Side Pump Panels (5)	1
225	0004126		Handrail, Beavertail -Std	1
226	0004146		Handrail, Rear Below Hose Bed	1
227	0656100		Compt Air Bottle, Single, Common Double Door Fender Panel Door Finish Fender Compt - Brushed Insert Air Bottle Compt - Rubber Matting Latch, Air Bottle Compt - Flush Lift & Turn Location, Fender Compt - Single - DS Fwd - DEF Combo and Single - DS Rear - Fuel Fill Combo Qty, Air Bottle Comp - 2	2
228	0657651		Compt, Air Bottle, Double Fender Panel Door Finish Fender Compt - Brushed Insert Air Bottle Compt - Rubber Matting and W-Shaped Insert Latch, Air Bottle Compt - Flush Lift & Turn Location, Fender Compt - Double - PS Fwd and Double - PS Rear Qty, Air Bottle Comp - 2	2
229	0004224		Ladder, 28' Duo-Safety 1200-A 2-Sect	1
230	0004230		Ladder 14 Duo-Safety 775A Roof	1
231	0002773		Rack Ladder, Hydraulic Right Side	1
232	0014245		Ladder, Folding 10' 585A Duo-Safety, w/Mtg Location, Fold Ladder - b) Hyd Rack	1
233	0564007	SP	Third Ladder Bracket For Extension Ladder Only 2000 Ladder Rack	1
234	0533377		Pole Pike 8', Pumper, Provided by Fire Department	1
235	0533375		Pike Pole 6' Pumper, Provided by Fire Department	1
236	0004361		Tubes Alum Pike Pole Storage Location - on the ladder rack hanging vertically on the outer edge with the folding ladder (see marked up print and photos) Qty Pike Pole Tubes - 02	2
237	0593072		Steps, Folding Front of Body w/LED Trident Coating Step - black	1
238	0592994		Steps, Folding Rear of Body w/LED, Trident Coating Step - black	1
239	0591914		Step, Folding - Extra, Body Only Black, w/LED Trident Location, Additional Step - on the driver's side front body bulkhead Qty, Folding Step - 01	1
240	0004415		Pump 1250 CS Single Stage Waterous	1
241	0004481		Packing Grafoil Waterous	1
242	0091446		Pump Setup Charges N/A	1
243	0559769		Transmission, Pump, Waterous C20 Series	1
244	0535256		Shift Air w/ Manual Over Split Shaft PTO Waterous	1
245	0003148		Transmission Lock-up EVS	1
246	0004547		Auxiliary Cooling System	1
247	0014486		(No Transfer Valve Required on 1 Stage Pump)	1
248	0004517		Valve Relief Intake Elkhart	1
249	0527225		Controller, Pressure, FRC INCONTROL TGA400 Control Knob	1
250	0072153		Primer, Trident Air Prime Air Operated	1
251	0004475		Flame Plated Impeller hub. Waterous CMY & CSY	1
252	0058516		Manuals Pump (2). CD	1
253	0089351		Plumbing, Stainless Steel & Hose (Control Zone)	1
254	0064656		Not Required Black Iron Pipe with S/S Plumbing	1
255	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
256	0004646		Cap Long Handle Pump Inlet NST - VLH	1

Line	Option Code	Type	Option Description	Qty
257	0533193		Valves, Elkhart Unibody - All Ball Valves	1
258	0004660		Inlet LH Side 2 50" gated	1
259	0004680		Inlet RH Side 2 50" gated	1
260	0016158		Valve, Inlet(s) Recessed Side Cntrl "Control Zone Qty Inlets - 2	2
261	0004700		Inlet Control At Valve	1
262	0092569		No Rear Inlet (Large Dia) Requested	1
263	0092696		No Rear Suction Cap	1
264	0064116		No Rear Inlet Actuation	1
265	0009648		No Rear Intake Relief Valve Req'd	1
266	0092568		No Rear Inlet (auxiliary) Requested	1
267	0563738		Valve, 75 Bleeder, Aux Side Inlet Swing Handle	1
268	0029043		Line 3 00" Tank to Pump	1
269	0004905		Outlet 1 50" Tank Fill	1
270	0004940		Outlet(s), LH Side 2 50" Qty Discharges - 02	2
271	0092570		No Additional Outlet (LH) Requested	1
272	0004945		Outlet(s), RH Side 2 50" Qty Discharges - 01	1
273	0092571		No Additional Outlets (RH) Requested	1
274	0005047		Outlet 4" w/4" Right (Waterous Pump) Valve Brand - Elkhart	1
275	0005000		Outlet Front, 2 50" w/2 50 plumbing Rigid Painted Top of Bumper Location, Outlet - a) passenger's side	1
276	0004995		Outlet Rear, 2 50" Location Outlet - b) driver's side Qty Discharges - 01	1
277	0092574		No Rear Outlet (Added) Requested	1
278	0092573		No Hosebed/Running Board Outlet	1
279	0085076		Caps for 1 50" - 3 00" Discharges - VLH	1
280	0563739		Valve 75 Bleeder Discharges Swing Handle	1
281	0005091		Elbows, 45 Degree - 2 50" Outlets LH - VLH	1
282	0035094		No Elbows Req'd (Added LH Outlets)	1
283	0025091		Elbows, 45 Degree - 2 50" Outlets RH - VLH	1
284	0089584		No Elbow req'd (Added RH Outlet not requested)	1
285	0045091		Elbows 45 Degree - 2 50" Outlets Rear - VLH	1
286	0085695		No Elbows Req'd Added Rear Large Outlet	1
287	0005094		Elbow 30 Degree - 4 00"(F) x 4 00" Storz	1
288	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
289	0091106		Outlet 3 00" Deluge w/TFT Extend-a-Gun XG18, Handwheel	1
290	0029302		No Monitor Requested	1
291	0029304		No Nozzle Req'd	1
292	0005070		Deluge Mount NPT	1
293	0029167		Crosslays Sngl Sheet unpainted (2+) 1 50' Std Cap Qty, Crosslays - 2	2
294	0029196		No 2 50" Crosslay Requested	1
295	0029260		Not Required Speedlays	1
296	0590942		Hose Restraint, Crosslay/Deadlay 1" Heavy Nylon Web Strap Fasteners Each Side Nylon Web Color - Black Qty, - 01 Restraint Location - Back (towards rear of truck) Type of fastener - 1 cam buckle	1
297	0590877		Hose Restraint Crosslay/Deadlay, Aluminum Treadplate, Top Only Restraint Location - Front (towards front of truck) Stay arm Tray Cover - f) rubber latch	1
298	0592633		Foam Sys Husky 3 Single Agent Amount of Disc. W/Foam - 3 Discharge - both crosslays and the front discharge	1
299	0051672		Hercules CAFS 140 CFM Hydraulic Drive Amount of Disc W/ CAFS - 3 CAF with a second pump - No second pump Fill in Blank - crosslays and the front discharge	1

Line	Option Code	Type	Option Description	Qty
300	0592527		Refill Foam Tank Integral Husky 3	1
301	0031894		Demonstration Foam System, at Factory Vehicle Qty Training P - 1 vehicle	1
302	0005446		Foam Cell 20 Gallon Foam Brand Name - "Knockdown" Type of Foam - Class 'A	1
303	0697589		Drain 1.00", Foam Tank #1 Husky 3 Foam System	1
304	0091079		Not Required. Foam Tank #2	1
305	0091112		Not Required Foam Tank Drain	1
306	0007545		Pump House, Side Control 45" "Control Zone"	1
307	0519215		Pump Panel Configuration Control Zone, Special Layout Information Fill in Blank - Match previous unit 23203 as close as possible	1
308	0005520		Panel Pump and Gauge Black Vinyl	1
309	0005578		Panel Pump Access - Pass Side Only	1
310	0035501		Pump House Structure Std Height	1
311	0693336		Light Pump Compt Truck-Lite 44308C LED Grommet Mt Location - on the pump operator s panel Qty. - 01	1
312	0586382		Engine Indicators Included With Pressure Controller	1
313	0005601		Throttle Included w/ Pressure Controller	1
314	0005780		Control Air Horn at Pump Panel	1
315	0001750		Color Coded Tags Color, Discharge Tag - yellow for the front bumper discharge red for the #1 crosslay. and orange for the #2 crosslay Qty Gauges/Disc - 03	3
316	0072581		Not Required, Gauges Vac/Pressure FRC INControl	1
317	0511100		Gauge 2 0" Pressure, Class 1 30 -0-400psi	1
318	0092705		Gauge Water Level FRC WLA200 Series, Tank Vision	1
319	0092704		Gauge, Foam Level FRC Tank Vision, WL2000 series	1
320	0682503		Light Shield/Step 8" LED w/P25 LED Step Light	1
321	0066052		Air Horns (2) Grover in Bumper Outside Frame Location, Air Horn (bmpr) - each side of the front hose tray	1
322	0016064		Control, Air Horn. Horn Ring, PS Push Button	1
323	0525667		Siren, Whelen 295SLSA1, 100 or 200 Watt	1
324	0076156		Control Elec Siren, Head Only	1
325	0561882		Speaker, Whelen SA315P 100 watt Connection Speaker - siren head Qty, Speakers - 2	2
326	0548457		Location, Recessed in the Front Bumper, Driver and Passenger Side	1
327	0026170		Control Mech Siren DS Foot Sw, PS Push Button	1
328	0067128		Lightbar, Whelen, Freedom FN**VLED 6-R 2-W 4-RC Length Wln Lightbar - 77	1
329	0076042		Lights Side Zone Lower, Whelen Super 600 LED 2pr Color Whln Sup600 LED BCK - b) rd/cl Color,Whln Sup600 LED FRT - b) rd/cl Flange Kit, 2pr - w/with a flange Location lights frt side - b)each side bumper Location, lights rear - in the rear body fender panels each side	1
330	0058317		Lights Door Interior Flash, 4 Dr Cab, Whelen Super 500 50*03Z*R Color, Lights Warning - c) amber	1
331	0076758		Lights Rear Zone Lower, Whelen Super 600 LED Color Whln Sup600 LED - b) rd/cl Flange Kit - w)with flange	1
332	0078133		Lights Rear Whelen Super 600 LED pair Color Whln Sup600 LED - b) rd/cl Control, light - a) rear upper warning Flange Kit - w)with flange Location Rear Lights - d) rear compt bulkheads Qty Lights Pair - 1	1
333	0088745		Light Rear Zone Upper, Whelen L31HRFN LED Beacon Red LED Color Dome Rear Warning - j) both domes clear	1
334	0006551		Not Required Lights Rear Upper Zone Blocking	1
335	0006615		Mtg Rear Warn Lts On Top of Compt	1

Line	Option Code	Type	Option Description	Qty
336	0519547		Brand, Hydraulic Tool System TNT	1
337	0006990		Reel Hyd 100' Cap 25' Dual Hose(Hannay) (Any Make Tool)	2
			Brand Model, Age of Tool - new TNT tools	
			Location - in the P3 compartment as high as possible	
			Qty Reel - 2	
			Reel Guide - b) Captive roller	
338	0007150		Bag of Nuts and Bolts	1
			Qty Bag Nuts and Bolts - 1	
339	0532883		NFPA Required Loose Equipment Pumper Provided by Fire Department	1
340	0540114		Soft Suction Hose Provided by Fire Department Pumper NFPA Classification	1
341	0545110		Strainer Provided by Fire Department, Pumper NFPA Classification	1
342	0533269		Extinguisher Dry Chemical, Pumper, Provided by Fire Department	1
343	0533278		Extinguisher, 2.5 Gal Pressurized Water Pumper Provided by Fire Department	1
344	0532921		Axe Flathead, Pumper Provided by Fire Department	1
345	0532924		Axe Pickhead Pumper Provided by Fire Department	1
346	0559681		Paint, Two Tone Cab w/Shield Metallic	1
			Paint Color, Upper Area - #225 silver metallic	
			Paint Color - #90 red	
347	0007738		Paint Air Conditioner Cover/Mounts to Match Roof	1
348	0007230		Compartment Painted, Spatter gray	1
349	0544175		Reflective Band 2"-4"-2"	1
			Color Reflect Band - A - e) black	
			Color Reflect Band - B - t) gold	
			Color Reflect Band - C - za) black	
350	0536954		Stripe Chevron Rear Diamond Grade Pumper	1
			Color, Rear Chevron DG - yellow	
351	0033179		Lettering Specifications, Reflective	1
352	0686142		Lettering Reflective 5 00', Each	7
			Outline, Lettering - Outline	
			Qty, Lettering - 07	
353	0686040		Lettering Reflective, 2 00", (21-40)	1
			Outline Lettering - No Outline or Shade	
354	0686084		Lettering Reflective, 3.00", Each	8
			Outline, Lettering - Outline	
			Qty, Lettering - 08	
355	0685993		Lettering Reflective 10 00" Each	4
			Outline, Lettering - No Outline or Shade	
			Qty, Lettering - 04	
356	0685981		Lettering Reflective 14 00" Each	4
			Outline, Lettering - No Outline or Shade	
			Qty, Lettering - 04	
357	0686077		Lettering Reflective 3.00", (81-100)	1
			Outline Lettering - Outline	
358	0655896		Sign Kit, Painted, Holder and Insert Each	4
			Location - on each crew cab door and the front and rear of the apparatus	
			Qty, - 04	
			Size - 18" by 18" on the crew cab doors and 12" by 12" on the front and rear	
359	0017268		Decals, Customer furnished Pierce installed Per Pair	2
			Qty - 02	
360	0683627		Certification Vehicle Stability CD0089	1
			Admin:	
361	0584456		Manufacture Location: Appleton Wisconsin	1
362	0584452		RFP Location: Appleton Wisconsin	1
363	0588609		Vehicle Destination US	1
364	0588611		Vehicle Certification, Pumper	1
365	0661778		Agency, Apparatus Certification Pumper/Tanker U.L	1
366	0537375		Unit of Measure US Gallons	1
367	0595813		Warranty Paint 10 Year, Cab Pro-Rate WA0055	1
368	0688798		Warranty Water Tank, Lifetime UPF, Poly Tank WA0195	1
369	0596025		Warranty Structure, 10 Year Body, WA0009	1
370	0693127		Warranty Gortite, Roll-up Door, 6 Year WA0190	1
371	0063510		Warranty Pump, Waterous, 5 Yrs Parts WA0225	1

Line	Option Code	Type	Option Description	Qty
372	0032998		Warranty 10 Year S/S Pumbing, WA0035	1
373	0595820		Warranty Paint 10 Year Body Pro-Rate WA0057	1
374	0595412		Warranty, Graphics Lamination 1 Year Apparatus, WA0168	1
375	0000018		PUMPER, 2ND GEN	1
376	0020011		WATEROUS PUMP	1
377	0020009		POLY TANK	1
378	0028048		FOAM SYSTEM	1
379	0020006		SIDE CONTROL	1
380	0020008		ELKHART VALVES	1
381	0008036		Career/Paid Department	1
382	0030006		Bid Bond not requested	1
383	0540326		Performance Bond, Not Requested	1
384	0030008		Warranty Basic, 1 Year Apparatus WA0008	1
385	0553301		Warranty Chassis 3 Year, Velocity/Impel, WA0037	1
386	0696698		Warranty Engine Cummins 5 Year, WA0181	1
387	0684953		Warranty Steering Gear Sheppard M110 3 year WA0201	1
388	0595767		Warranty, Frame 50 Year Velocity/Impel Dash CF WA0038	1
389	0595245		(No Pick Required)	1
390	0595698		Warranty Axle 3 Year, TAK-4 WA0050	1
391	0530524		Warranty Axle 2 Year, Meritor, General Service WA0046	1
392	0019914		Warranty Structure, 10 Year, Custom Cab WA0012	1
393	0524627		Warranty Electronics 5 Year, MUX, WA0014	1
394	0695416		Warranty Pierce Camera System WA0188	1
395	0046369		Warranty 5-year EVS Transmission, Standard Custom WA0187	1
396	0685945		Warranty Transmisson Cooler WA0216	1
397	0592199		Certification Engine Installation, Imp/Vel ISL9 CD0090	1
398	0686786		Certification Power Steering CD0098	1
399	0548950		Certification Cab Door Durability Velocity/Impel CD0001	1
400	0548967		Certification Windshield Wiper Durability Impel/Velocit, CD0005	1
401	0548951		Certification Electric Window Durability Velocity/Impel, CD0004	1
402	0549273		Certification Seat Belt Anchors and Mounting Impel/Velocit/Velocit SLT	1
403	0548947		Certification Cab Heater and Defroster Velocity/Impel, CD0015	1
404	0548940		Certification Cab Air Conditioning Performance Velocity/Impel CD0016	1
405	0000012		PIERCE CHASSIS	1
406	0004713		ENGINE OTHER	1
407	0046395		EVS 3000 Series TRANSMISSION	1
408	0020015		ABS SYSTEM	1

City of Deltona
Budget Amendment
 Fiscal Year 2012-2013

Amendment #: 2013-17 Date: March 4, 2013
 Fund: 501-Capital Agenda Item: _____

		Increase	Decrease
Account #:	501 640600	Amount: 40,000	
Description:	HEAVY E/Q		
Account #:		Amount:	
Description:			
Account #:		Amount:	
Description:			
Account #:		Amount:	
Description:			
Account #:		Amount:	
Description:			
Account #:		Amount:	
Description:			
Account #:		Amount:	
Description:			
Account #:		Amount:	
Description:			
Description:	This amendment results in a net decrease in Budgetary Fund Balance of \$40,000.		

Reason: **Transfer funds to purchase a replacement fire truck in lieu of an aerial truck as directed by the Commission.**

ATTEST:

 Joyce Kent, City Clerk

 John C. Masiarczyk, Sr., Mayor

CITY OF DELTONA (LIVE)



YTD BUDGET REPORT

FOR 2013 13

ORIGINAL APPROP TRANSFRS/ ADJSTMTS REVISED BUDGET YTD ACTUAL ENC/REQ AVAILABLE BUDGET PCT USED

501 CAPITAL OUTLAY - REPLACEMENT

501 CAPITAL EQUIPMENT FUND

64 EQUIPMENT & FURNITUR

501 640100	COMPUTER EQUIPMENT	411,600	0	411,600	25,925.60	.00	385,674.40	6.3%
501 640150	SOFTWARE	0	0	0	19,056.45	3,750.00	-22,806.45	100.0%*
501 640200	RADIOS	200,000	0	200,000	.00	.00	200,000.00	.0%
501 640400	VEHICLES	354,000	0	354,000	137,579.00	179,727.84	36,693.16	89.6%
501 640500	E/Q & MACHINERY	394,500	0	394,500	135,672.65	5,017.83	253,809.52	35.7%
501 640600	HEAVY E/Q	400,000	0	400,000	.00	.00	400,000.00	.0%

MR MISCELLANEOUS REVENU

501 361100	INTEREST INCOME	-9,600	0	-9,600	-9,059.71	.00	-540.29	94.4%*
501 363130	INC (DEC) FAIR VALUE IN	0	0	0	-4,792.87	.00	4,792.87	100.0%

05 OTHER SOURCES

501 381001	OPERATING TRSFR IN - GE	-1,050,000	0	-1,050,000	-437,500.00	.00	-612,500.00	41.7%*
	TOTAL CAPITAL EQUIPMENT FUND	700,500	0	700,500	-133,118.88	188,495.67	645,123.21	7.9%
	TOTAL CAPITAL OUTLAY - REPLACEMENT	700,500	0	700,500	-133,118.88	188,495.67	645,123.21	7.9%
	TOTAL REVENUES	-1,059,600	0	-1,059,600	-451,352.58	.00	-608,247.42	
	TOTAL EXPENSES	1,760,100	0	1,760,100	318,233.70	188,495.67	1,253,370.63	
	GRAND TOTAL	700,500	0	700,500	-133,118.88	188,495.67	645,123.21	7.9%

** END OF REPORT - Generated by Lizette Rivera **



AGENDA MEMO

TO: Mayor & City Commission

AGENDA DATE: 4/1/2013

FROM: William D. Denny, Acting City Manager

AGENDA ITEM: 7 - B

SUBJECT: Request for approval to award Bid # PW 13-04, Keyes Lane Drainage Improvements - Phase 2.

LOCATION:

Keyes Lane and Canal Road

BACKGROUND:

Public Works solicited bids for the Keyes Lane Drainage Improvements Project. This project includes drainage improvements for the Keyes Lane roadway. Heavy rains in the past have caused flooding over the road and makes it impassable for pedestrian and vehicular traffic. Improvements are needed to alleviate localized flooding, minimize the interruption of traffic flow and maximize the impact of public safety. The project will provide additional storm drain infrastructure including storm inlets, drainage ditches, storm pipe and storm manholes. The project also includes adjustments to utilities to avoid conflicts with storm drain improvements and surface restoration. The project is in the 2012/2013 CIP budget and is being funded with Community Development Block Grant (CDBG) funds. The project will be completed this budget year.

The bid was solicited on Demandstar and was sent to 475 contractors. There were 43 planholders for this bid with the following 10 responsive bids being received:

1. Hazen Construction, Inc.: \$176,956.00
2. C.E. James, Inc.: \$188,960.50
3. Barracuda Building Corp.: \$205,422.00
4. Built Rite Construction: \$212,680.90
5. R.A. Scott Construction: \$227,560.65
6. McMahan Construction: \$261,019.00
7. Sun Road: \$279,315.00
8. Thadcon, LLC: \$289,496.00
9. Crossroads Site Development: \$293,373.00
10. APEC: \$388,776.75

The low bidder, Hazen Construction, Inc., has the required

license for this project which was verified through the Department of Business and Professional Regulation.

ORIGINATING DEPARTMENT:

Public Works/Deltona Water

SOURCE OF FUNDS:

Stormwater Capital - CDBG funded

COST:

\$176,956.00

REVIEWED BY:

Acting City Manager, Public Works Director, City Engineer

STAFF RECOMMENDATION PRESENTED BY:

Glenn Whitcomb, Utilities/Public Works Director - Recommendation is being made to approve award of Bid #PW-13-04 for the Keyes Lane Drainage Improvements - Phase 2 Project to Hazen Construction, Inc.

POTENTIAL MOTION:

"I move to award Bid #PW-13-04 for the Keyes Lane Drainage Improvements - Phase 2 Project to Hazen Construction, Inc. at a total cost of \$176,956.00."

AGENDA ITEM APPROVED BY:

William D. Denny, Acting City Manager

ATTACHMENTS:

- Bid Tabulation
- Recommendation of Award
- Hazen Construction Original Submittal
- Sunbiz Background Check
- DBPR Background Check
- Debarment Background Check
- Draft Agreement approved by Legal

BID TABULATION

BID # PW 13-04

KEYES LANE DRAINAGE IMPROVEMENTS - PHASE 2

ITEM	DESCRIPTION	APEC	KEYES LANE DRAINAGE IMPROVEMENTS - PHASE 2									
			BARRACUDA BUILDING CORP.	BUILT RITE CONSTRUCTION	C.E. JAMES	CROSSROADS SITE DEVELOPMENT	HAZEN CONSTRUCTION	MCMAHAN CONSTRUCTION	R.A. SCOTT CONSTRUCTION	SUN ROAD	THADCON	
1	Mobilization/Demobilization	\$ 16,000.00	\$ 9,200.00	\$ 10,000.00	\$ 9,000.00	\$ 9,908.00	\$ 8,000.00	\$ 12,500.00	\$ 11,000.00	\$ 4,000.00	\$ 14,000.00	
2	Survey & Layout	\$ 5,000.00	\$ 2,800.00	\$ 5,000.00	\$ 2,000.00	\$ 3,000.00	\$ 4,000.00	\$ 7,500.00	\$ 3,000.00	\$ 4,500.00	\$ 3,500.00	
3	Erosion and Sedimentation Control	\$ 6,400.00	\$ 2,200.00	\$ 2,500.00	\$ 2,000.00	\$ 3,000.00	\$ 3,500.00	\$ 7,500.00	\$ 2,500.00	\$ 8,000.00	\$ 3,700.00	
4	Submit Certified "As-Built" Drawings	\$ 5,000.00	\$ 1,620.00	\$ 3,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,500.00	\$ 2,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	
5	Maintenance of Traffic	\$ 10,000.00	\$ 3,800.00	\$ 5,000.00	\$ 7,500.00	\$ 5,000.00	\$ 3,000.00	\$ 15,000.00	\$ 6,500.00	\$ 8,000.00	\$ 6,875.00	
6a	Remove Existing Pipe 18-inch CMP	\$ 1,950.00	\$ 429.00	\$ 390.00	\$ 585.00	\$ 1,170.00	\$ 195.00	\$ 780.00	\$ 312.00	\$ 546.00	\$ 780.00	
6b	Remove Existing Pipe 8-inch VCP Sanitary Sewer	\$ 10,500.00	\$ 1,155.00	\$ 1,050.00	\$ 2,625.00	\$ 3,150.00	\$ 420.00	\$ 525.00	\$ 1,050.00	\$ 840.00	\$ 2,625.00	
7	Remove Existing Drainage Structure, Sidewalk, and Conflicting Storm Pipes	\$ 2,500.00	\$ 3,000.00	\$ 2,500.00	\$ 7,500.00	\$ 2,500.00	\$ 3,000.00	\$ 12,500.00	\$ 1,250.00	\$ 10,500.00	\$ 7,500.00	
8	Remove Existing Drainage Structure, End Wall and Connecting Pipes	\$ 5,000.00	\$ 750.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 800.00	\$ 2,000.00	\$ 300.00	\$ 2,500.00	\$ 1,500.00	
9a	Furnish & Install Pipe for Utility Adjustment 6-inch DIP Water Main	\$ 8,000.00	\$ 2,800.00	\$ 3,840.00	\$ 2,400.00	\$ 4,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,520.00	\$ 3,920.00	\$ 4,160.00	
9b	Furnish & Install Pipe for Utility Adjustment 8-inch PVC Sewer Main Including Couplings	\$ 12,600.00	\$ 2,100.00	\$ 5,250.00	\$ 5,250.00	\$ 6,825.00	\$ 1,575.00	\$ 4,200.00	\$ 5,880.00	\$ 5,250.00	\$ 3,885.00	
10	Furnish & Install Compact Ductile Iron Fittings for Utility Adjustment	\$ 850.00	\$ 5,950.00	\$ 935.00	\$ 935.00	\$ 2,550.00	\$ 1,700.00	\$ 1,020.00	\$ 952.00	\$ 2,550.00	\$ 1,649.00	
11	Remove and Replace Mailboxes	\$ 14,964.00	\$ 12,384.00	\$ 9,030.00	\$ 9,030.00	\$ 12,900.00	\$ 7,740.00	\$ 9,288.00	\$ 8,256.00	\$ 10,836.00	\$ 10,062.00	
12	Remove and Replace Mailboxes	\$ 1,210.00	\$ 385.00	\$ 1,375.00	\$ 2,200.00	\$ 1,100.00	\$ 1,100.00	\$ 550.00	\$ 165.00	\$ 1,980.00	\$ 2,475.00	
13a	Furnish & Install Drainage Pipe 14"x23" ERCP	\$ 61,620.00	\$ 29,640.00	\$ 27,300.00	\$ 46,800.00	\$ 50,700.00	\$ 26,520.00	\$ 31,200.00	\$ 57,720.00	\$ 42,510.00	\$ 52,260.00	
13b	Furnish & Install Drainage Pipe 19"x30" ERCP	\$ 13,350.00	\$ 7,350.00	\$ 6,300.00	\$ 11,250.00	\$ 12,750.00	\$ 6,600.00	\$ 7,500.00	\$ 12,000.00	\$ 10,800.00	\$ 12,300.00	
14a	Furnish & Install Catch Basin Inlets Type "E"	\$ 35,550.00	\$ 19,800.00	\$ 22,500.00	\$ 35,500.00	\$ 27,000.00	\$ 22,500.00	\$ 36,000.00	\$ 28,800.00	\$ 27,900.00	\$ 23,850.00	
15a	Furnish & Install Storm Sewer Manholes Standard 4-foot Diameter	\$ 8,400.00	\$ 6,800.00	\$ 12,800.00	\$ 10,000.00	\$ 14,000.00	\$ 11,600.00	\$ 16,000.00	\$ 11,000.00	\$ 15,600.00	\$ 15,600.00	
16	Construct Roadway Swales	\$ 4,100.00	\$ 1,050.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 10,000.00	\$ 5,000.00	
17	Furnish & Install FDOT Headwall	\$ 3,800.00	\$ 1,800.00	\$ 2,200.00	\$ 3,500.00	\$ 7,500.00	\$ 1,300.00	\$ 2,000.00	\$ 1,200.00	\$ 1,400.00	\$ 3,800.00	
18	Furnish & Install Rip Rap on Geotextile Fabric	\$ 135.00	\$ 810.00	\$ 1,350.00	\$ 157.50	\$ 540.00	\$ 360.00	\$ 1,350.00	\$ 135.00	\$ 450.00	\$ 3,600.00	
19a	Pavement Removal and Rplacement Asphalt Roadway Patch	\$ 26,785.00	\$ 18,993.00	\$ 17,045.00	\$ 12,175.00	\$ 36,525.00	\$ 14,610.00	\$ 17,532.00	\$ 19,480.00	\$ 24,350.00	\$ 31,655.00	
19b	Pavement Removal and Replacement Concrete Driveway	\$ 7,050.00	\$ 7,473.00	\$ 4,230.00	\$ 5,640.00	\$ 7,050.00	\$ 4,230.00	\$ 5,076.00	\$ 4,935.00	\$ 5,922.00	\$ 5,499.00	
20	Bacteriological Clearance	\$ 1,500.00	\$ 700.00	\$ 3,500.00	\$ 1,500.00	\$ 800.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,600.00	\$ 2,500.00	
21	Furnish & Install Bahia Sod	\$ 4,842.75	\$ 5,283.00	\$ 3,345.90	\$ 5,283.00	\$ 5,280.00	\$ 3,522.00	\$ 3,522.00	\$ 2,905.65	\$ 4,402.50	\$ 5,283.00	
22	Drainage Ditch Maintenance and Cleaning	\$ 4,200.00	\$ 700.00	\$ 4,000.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 500.00	\$ 6,000.00	\$ 7,000.00	
23	Connect to Existing Water Meter	\$ 4,500.00	\$ 225.00	\$ 2,700.00	\$ 900.00	\$ 600.00	\$ 750.00	\$ 750.00	\$ 600.00	\$ 2,250.00	\$ 750.00	
24	Connect to Existing Water Service	\$ 3,000.00	\$ 500.00	\$ 2,000.00	\$ 600.00	\$ 400.00	\$ 600.00	\$ 400.00	\$ 250.00	\$ 1,500.00	\$ 500.00	
25a	Cut-ins and Connections to Existing Mains 6"x1" Wet Tap	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 4,000.00	\$ 1,500.00	\$ 7,500.00	\$ 1,125.00	\$ 3,000.00	\$ 2,375.00	
26	Furnish & Install 1" Water Servicing Pipe	\$ 6,000.00	\$ 2,400.00	\$ 1,800.00	\$ 840.00	\$ 1,200.00	\$ 840.00	\$ 240.00	\$ 960.00	\$ 1,800.00	\$ 2,280.00	
27	Furnish & Install 2" PVC Casting	\$ 1,120.00	\$ 56.00	\$ 840.00	\$ 280.00	\$ 280.00	\$ 224.00	\$ 56.00	\$ 252.00	\$ 504.00	\$ 308.00	
28a	Install Insert-a-Valve and Box 2-inch	\$ 1,000.00	\$ 3,100.00	\$ 2,000.00	\$ 350.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,500.00	\$ 500.00	\$ 1,000.00	
28b	Install Insert-a-Valve and Box 6-inch	\$ 19,800.00	\$ 21,000.00	\$ 13,500.00	\$ 1,950.00	\$ 17,400.00	\$ 17,400.00	\$ 18,000.00	\$ 15,000.00	\$ 6,000.00	\$ 17,250.00	
29	Construct Temporary Sewage Bypass Pumping System	\$ 10,500.00	\$ 4,200.00	\$ 4,000.00	\$ 2,500.00	\$ 3,500.00	\$ 4,000.00	\$ 10,000.00	\$ 500.00	\$ 12,000.00	\$ 7,500.00	
30	Maintain Water and Sanitary Services to Affected Residents	\$ 4,000.00	\$ 5,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,500.00	\$ 1,200.00	\$ 1,000.00	\$ 1,500.00	\$ 5,000.00	\$ 1,500.00	
31a	Furnish & Install Sanitary Service Laterals 6-inch Epoxy Coated DIP	\$ 36,450.00	\$ 14,094.00	\$ 12,150.00	\$ 4,860.00	\$ 15,795.00	\$ 9,720.00	\$ 14,580.00	\$ 17,253.00	\$ 20,655.00	\$ 18,225.00	
32	Connect to Existing Sanitary Laterals	\$ 21,000.00	\$ 2,275.00	\$ 6,650.00	\$ 1,750.00	\$ 2,450.00	\$ 3,150.00	\$ 1,750.00	\$ 1,750.00	\$ 7,000.00	\$ 1,750.00	
33	Indemnification	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 10.00	\$ 750.00	\$ 1,000.00	
TOTAL BASE BID		\$ 388,776.75	\$ 205,422.00	\$ 212,680.90	\$ 188,960.50	\$ 293,373.00	\$ 176,956.00	\$ 261,019.00	\$ 227,560.65	\$ 279,315.50	\$ 289,496.00	

Submitted Forms:											
	Acknowledgment of all addendums	X	X	X	X	X	X	X	X	X	X
00100	Bid Response Form	X	X	X	X	X	X	X	X	X	X
00110	Bidders Information Form	X	X	X	X	X	X	X	X	X	X
00120	Non-Collusion Affidavit Form	X	X	X	X	X	X	X	X	X	X
00130	Bidders Certification form	X	X	X	X	X	X	X	X	X	X
00140	Sworn Statement of Public Entity Crimes	X	X	X	X	X	X	X	X	X	X
00150	Corporate Resolution	X	X	X	X	X	X	X	X	X	X
00160	Hold Harmless and Indemnity Agreement	X	X	X	X	X	X	X	X	X	X
00170	References Form	X	X	X	X	X	X	X	X	X	X
00180	Sub-Contractors and Affiliates Form	X	X	X	X	X	X	X	X	X	X
00190	Drug Free Workplace Form	X	X	X	X	X	X	X	X	X	X
00200	Questionnaire Form	X	X	X	X	X	X	X	X	X	X
00210	Trench Safety Affidavit Form	X	X	X	X	X	X	X	X	X	X
00220	Bid Bond Form	X	X	X	X	X	X	X	X	X	X
P of A	Payment and Performance Bond	X	X	X	X	X	X	X	X	X	X

**** BID TABULATION REFLECTS LINE ITEM EXTENDED PRICING**

Procurement Overview of Solicitation and Findings
And Recommendation of Award

ITB # PW 13-04
Keyes Lane Drainage Improvements – Phase 2

Solicited: January 28, 2013
Pre-Bid meetings held: February 12, 2013
Addendums issued: 1 total
Bid due date: February 27, 2013

A bid solicitation was completed for the Keyes Lane Drainage Improvements – Phase 2 Project. It was solicited on the website www.demandstar.com.

Number of vendors and suppliers the solicitation was sent to: 954 Vendors
Number of planholders that downloaded the solicitation: 49 Vendors
Number of Contractors that submitted bids: 10 Contractors

The following Contractors submitted bid responses at the following prices:

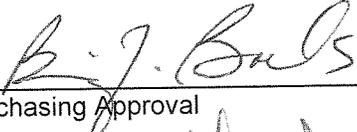
Vendor	Total Base Bid
• APEC, Inc.	\$388,776.75
• Barracuda Building Corp.	\$205,422.00
• Built Rite Construction	\$212,680.90
• C.E. James	\$188,960.50
• Crossroads Site Development	\$293,373.00
• Hazen Construction	\$176,956.00
• McMahan Construction	\$261,019.00
• R.A. Scott Construction	\$227,560.65
• Sun Road	\$279,315.50
• Thadcon	\$289,496.00

After review of the bids submitted, it was noted that Hazen Construction was the lowest responsive bidder at \$176,956.00. Their submittal had all the appropriate documentation as required within the bid documents. Additionally, a review of the submitted pricing was completed by the Engineer of Record for this project. They found no issues with the line item pricing that was submitted by Hazen Construction.

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

References have been conducted with the City of Port Orange, Palm Coast and with Staff here at the City of Deltona. They have been recognized as having the experience needed to perform the work required. They have performed multiple jobs for the City of Deltona and we have been satisfied with their work. They are a local firm from within Volusia County.

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



Purchasing Approval



Department Approval

3-4-13
Date

3/4/13
Date

Item 7B

52

SECTION 00100 - BID FORM

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

City of Deltona

ITB # PW -13-04

Keyes Lane Drainage Improvements - Phase 2

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

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

Bidder hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the Project within **one hundred twenty (120)** consecutive calendar days and to fully complete the Project within **one hundred fifty (150)** consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay any liquidated damages, as specified in the Agreement, for each consecutive calendar day thereafter.

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

No. <u>1</u>	Dated: <u>1-30-13</u>	No. _____	Dated: _____
No. <u>2</u>	Dated: <u>2-15-13</u>	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

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

SCHEDULE OF BID PRICES

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	Mobilization/Demobilization (Maximum 5% of Bid)	1	LS	\$ <u>8,000</u>	\$ <u>8,000.00</u>
2	Survey & Layout	1	LS	\$ <u>4,000</u>	\$ <u>4,000.00</u>
3	Erosion and Sedimentation Control	1	LS	\$ <u>3,500</u>	\$ <u>3,500.00</u>
4	Submit Certified "As-Built" Drawings	1	LS	\$ <u>3,500</u>	\$ <u>3,500.00</u>
5	Maintenance of Traffic	1	LS	\$ <u>3,000</u>	\$ <u>3,000.00</u>
6	Remove Existing Pipe				
	a. 18-inch CMP	39	LF	\$ <u>5</u>	\$ <u>195.00</u>
	b. 8-inch VCP Sanitary Sewer	105	LF	\$ <u>4</u>	\$ <u>420.00</u>
7	Remove Existing Drainage Structure, Sidewalk, and Conflicting Storm Pipes	5	EA	\$ <u>600</u>	\$ <u>3,000.00</u>
8	Remove Existing Drainage Structure, End Wall and Connecting Pipes	1	LS	\$ <u>800</u>	\$ <u>800.00</u>
9	Furnish & Install Pipe for Utility Adjustment				
	a. 6-inch DIP Water Main	80	LF	\$ <u>40</u>	\$ <u>3,200.00</u>
	b. 8-inch PVC Sewer Main including couplings	105	LF	\$ <u>15</u>	\$ <u>1,575.00</u>
10	Furnish & Install Compact Ductile Iron Fittings for Utility Adjustment	0.17	TON	\$ <u>10,000</u>	\$ <u>1,700.00</u>
11	Remove and Replace Concrete Sidewalk to 6 inches Thick	258	SY	\$ <u>30</u>	\$ <u>7,740.00</u>
12	Remove and Replace Mailboxes	11	EA	\$ <u>100</u>	\$ <u>1,100.00</u>
13	Furnish & Install Drainage Pipe				
	a. 14"x23" ERCP	780	LF	\$ <u>34</u>	\$ <u>26,520.00</u>
	b. 19"x30" ERCP	150	LF	\$ <u>44</u>	\$ <u>6,600.00</u>

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extended Price</u>
14	Furnish & Install Catch Basin Inlets				
	a. Type "E"	9	EA	\$ <u>2,500</u>	\$ <u>22,500.00</u>
15	Furnish & Install Storm Sewer Manholes				
	a. Standard 4-foot Diameter	4	EA	\$ <u>2,900</u>	\$ <u>11,600.00</u>
16	Construct Roadway Swales	1	LS	\$ <u>2,500</u>	\$ <u>2,500.00</u>
17	Furnish & Install FDOT Headwall	1	EA	\$ <u>1,300</u>	\$ <u>1,300.00</u>
18	Furnish & Install Rip Rap on Geotextile Fabric	0.9	TON	\$ <u>400</u>	\$ <u>360.00</u>
19	Pavement Removal and Replacement				
	a. Asphalt Roadway Patch	487	SY	\$ <u>30</u>	\$ <u>14,610.00</u>
	b. Concrete Driveway	141	SY	\$ <u>30</u>	\$ <u>4,230.00</u>
20	Bacteriological Clearance	1	LS	\$ <u>500</u>	\$ <u>500.00</u>
21	Furnish & Install Bahia Sod	1,761	SY	\$ <u>2</u>	\$ <u>3,522.00</u>
22	Drainage Ditch Maintenance and Cleaning	1	LS	\$ <u>3,500</u>	\$ <u>3,500.00</u>
23	Connect to Existing Water Meter	3	EA	\$ <u>250</u>	\$ <u>750.00</u>
24	Connect to Existing Water Service	2	EA	\$ <u>300</u>	\$ <u>600.00</u>
25	Cut-ins and Connections to Existing Mains				
	a. 6" x 1" Wet Tap	5	EA	\$ <u>300</u>	\$ <u>1,500.00</u>
26	Furnish & Install 1" Water Service Piping	120	LF	\$ <u>7</u>	\$ <u>840.00</u>
27	Furnish & Install 2" PVC Casing	28	LF	\$ <u>8</u>	\$ <u>224.00</u>
28	Install Insert-a-Valve and Box				
	a. 2-inch	1	EA	\$ <u>1,000</u>	\$ <u>1,000.00</u>
	b. 6-inch	3	EA	\$ <u>5,800</u>	\$ <u>17,400.00</u>

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Extended Price</u>
29	Construct Temporary Sewage Bypass Pumping System	1	LS	\$ <u>1,000</u>	\$ <u>1,000.00</u>
30	Maintain Water and Sanitary Services to Affected Residents	1	LS	\$ <u>1,200</u>	\$ <u>1,200.00</u>
31	Furnish & Install Sanitary Service Laterals				
	a. 6-inch Epoxy Coated DIP	243	LF	\$ <u>40</u>	\$ <u>9,720.00</u>
32	Connect to Existing Sanitary Laterals	7	EA	\$ <u>450</u>	\$ <u>3,150.00</u>
33	Indemnification	1	LS	\$ <u>100</u>	\$ <u>100.00</u>

Total Bid Amount (Item Nos. 1 - 33): \$ 176,956.00

Total in Words: One hundred seventy six thousand nine hundred fifty six dollars + ⁰⁰/100

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

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

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

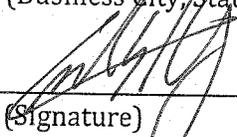
Respectfully submitted:

By: Hazen Construction, LLC
(Business Name)

(SEAL - if bid is by corporation)

1599 Tionia Road
(Business Address)

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


(Signature)

Chad S Hazen
(Printed Name)

President
(Title)

NON COLLUSION AFFIDAVIT FORM
(SECTION 00120)

STATE OF FLORIDA

COUNTY OF VOLUSIA

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

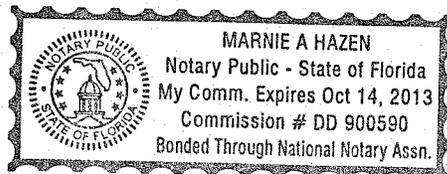
1. He/She is the President of Hazen Construction, LLC the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;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

By [Signature]

Sworn and subscribed to before me this 27 day of February, 2013 in the State of Florida
County of Volusia.

[Signature] Notary Public

My Commission expires:



PROPOSER'S CERTIFICATION FORM
(SECTION 00130)

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

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

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

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

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

Name of Business Hazen Construction, LLC

By: _____

Signature

Chad S. Hazen, President

Name & Title, Typed or Printed

1599 Tionia Road

Mailing Address

New Smyrna Beach, FL 32168

City, State, Zip Code

(386) 322-8700

Telephone Number

Sworn to and subscribed before me

This 27 day of

February, 2013

Marnie A Hazen

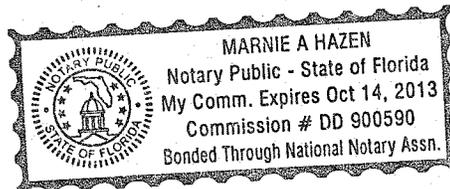
Signature of Notary

Notary Public, State of Florida

Personally known

-OR-

Produced Identification _____



**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(SECTION 00140)**

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

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

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

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

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

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or a of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

1. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

2. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

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

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

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

(SECTION 00140 Continued)

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

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

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

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

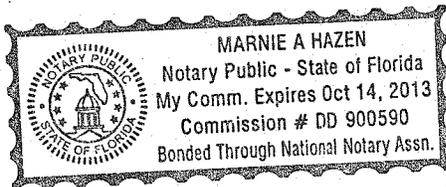
[Signature]
SIGNATURE
February 27, 2013
DATE

State of Florida
County of Volusia

Personally appeared before me, the undersigned authority, Chad S Hazen (name of individual signing) who, after first being sworn by me, affixed his signature in the space provided above on the 27 day of February, 2013.

[Signature]
NOTARY PUBLIC

My commission expires:



CORPORATE RESOLUTION FORM
(SECTION 00150)

I, Marc Hazen, Secretary of Hazen Construction, LLC, a corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on February 26, 2013 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation A Bid and Agreement to City of Deltona, FL for the construction of Keyes Lane Drainage Improvements -Phase 2

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

NAME	OFFICE	OFFICIAL SIGNATURE
<u>Chad S Hazen</u>	<u>President + Tres.</u>	
<u>Marc Hazen</u>	<u>Vice President + Secretary</u>	
_____	_____	_____
_____	_____	_____

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 27 day of February, 2013

**HOLD HARMLESS AND INDEMNITY AGREEMENT
(SECTION 00160)**

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

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

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

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



CONTRACTOR
Chad B Hazen, President

February 27, 2013
DATE

**REFERENCES FORM
(SECTION 00170)**

*References which are located in foreign countries are not acceptable.
References listing a Prime Contractor as the Owner are not acceptable.*

1. Project Name: Lake Piedmont
 Project Value: 616,000
 Project Description: New storm drainage + pump station in existing residential area
 Project Owner: City of Deltona
 Owner contact information: Gerald Chancellor 386-878-8998
 Project Location: Deltona, FL
 Project Start and End Dates: 02/12 - 08/12

2. Project Name: Fort Smith 4A
 Project Value: 479,000
 Project Description: New storm drainage + water main on roadway project
 Project Owner: City of Deltona
 Owner contact information: Gerald Chancellor 386-878-8998
 Project Location: Deltona, FL
 Project Start and End Dates: 09/11 - 04/12

3. Project Name: Covington + Slater Drainage
 Project Value: 105,000
 Project Description: New storm drain in existing residential area
 Project Owner: City of Deltona
 Owner contact information: Gerald Chancellor 386-878-8998
 Project Location: Deltona, FL
 Project Start and End Dates: 04/10 - 07/10

4. Project Name: Westside Water Main
 Project Value: 260,000
 Project Description: New water main in existing residential area
 Project Owner: City of Deland
 Owner contact information: Keith Rigor 386-626-7197
 Project Location: Deland, FL
 Project Start and End Dates: 11/09 - 03/10

**REFERENCES FORM
(SECTION 00170 CONTINUED)**

5. Project Name: Ernest Drive + Sugar Forest
 Project Value: 325,000
 Project Description: New water main in existing residential area
 Project Owner: City of Port Orange
 Owner contact information: Fred Griffith 386-506-5753
 Project Location: Port Orange, FL
 Project Start and End Dates: 07/09 - 02/10
6. Project Name: Misc. Water Mains
 Project Value: 430,000
 Project Description: New water main in existing residential area
 Project Owner: City of Deland
 Owner contact information: Keith Rigor 386-626-7197
 Project Location: Deland, FL
 Project Start and End Dates: 04/09 - 11/09
7. Project Name: Business Park Drive
 Project Value: 190,000
 Project Description: New storm, sewer + water in existing industrial park
 Project Owner: City of Ormond Beach
 Owner contact information: Alex Blake 386-676-3306
 Project Location: Ormond Beach, FL
 Project Start and End Dates: 02/09 - 08/09
8. Project Name: Spring Hill
 Project Value: 1,100,000
 Project Description: New lift station, sewer + water in residential area
 Project Owner: City of Deland
 Owner contact information: Keith Rigor 386-626-7197
 Project Location: Deland, FL
 Project Start and End Dates: 10/08 - 11/09

**SUB-CONTRACTORS AND AFFILIATES FORM
(SECTION 00180)**

The following are a list of Sub Contractors or Affiliates that will be utilized in this project. Use additional sheets if necessary.

1. Firm Name: Greco's Concrete
 Trade: Concrete
 Firm Owner: Tony Greco
 Firm Address: PO Box 587 Pierson, FL 32180
 Firm Phone Number: 386-749-2377

2. Firm Name: Oceanside Land Surveying
 Trade: Surveying
 Firm Owner: James Walker III
 Firm Address: 2090 S. Nova Road Unit A-107 S. Daytona, FL 32119
 Firm Phone Number: 386-763-4130

3. Firm Name: _____
 Trade: _____
 Firm Owner: _____
 Firm Address: _____
 Firm Phone Number: _____

4. Firm Name: _____
 Trade: _____
 Firm Owner: _____
 Firm Address: _____
 Firm Phone Number: _____

5. Firm Name: _____
 Trade: _____
 Firm Owner: _____
 Firm Address: _____
 Firm Phone Number: _____

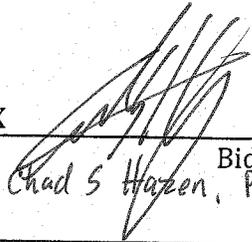
**DRUG-FREE WORKPLACE FORM
(SECTION 00190)**

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that
Hazen Construction, LLC does:
 (Name of Business)

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

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

X



Bidder's Signature

Chad S. Hazen, President

February 27, 2013

Date

**QUESTIONNAIRE FORM
(SECTION 00200)**

DATE: February 27, 2013

PROJECT IDENTIFICATION

**City of Deltona - Public Works Division
KEYES LANE DRAINAGE IMPROVEMENTS - PHASE 2
BID NO. ITB-PW-13-04**

NAME OF BIDDER: Hazen Construction, LLC

BUSINESS ADDRESS: 1599 Tionia Road New Smyrna Beach, FL 32168

TELEPHONE NO: 386-322-8700

CONTRACTOR'S FLORIDA LICENSE NO: CGC061991 and CUC1223713

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

- How many years has your organization been in business as a General Contractor? 11
- List similar projects that you have undertaken in the most recent three year period. Identify the Owner and a Contact person:

<u>Project</u>	<u>Municipality / Owner</u>	<u>Contact Name/Number</u>
<u>Covington + Slater Drainage</u>	<u>City of Deltona</u>	<u>Gerald Chancellor 386-878-8998</u>
<u>Lake Piedmont</u>	<u>City of Deltona</u>	<u>Gerald Chancellor 386-878-8998</u>
<u>Fort Smith 4A</u>	<u>City of Deltona</u>	<u>Gerald Chancellor 386-878-8998</u>
<u>South Distribution</u>	<u>City of Ormond Beach</u>	<u>Alex Blake 386-676-3306</u>

- Have you ever failed to complete work awarded to you? If so, where and why?
NO

- Name three (3) municipalities or government entities for which you have performed similar projects as this one and to which you refer?

City of Port Orange

City of Ormond Beach

City of Palm Coast

- Have you personally inspected the site of the proposed Work? Describe any anticipate problems with the site and your proposed solutions.

yes, none

5. Will you Subcontract any part of this Work? If so, describe which portion(s).

Concrete
Surveying

6. What equipment do you own that is available for the Work? (attach documentation if necessary)

Loaders (5), Excavators (6), Dozer, Rollers (3), Bobcats (2), Sweepers (2),
Pumps for dewatering (2), and all other misc. items needed

7. What equipment will you purchase for the Work?

None

8. What equipment will you rent for the Work?

None

9. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary.)

SEE Attached

10. State the true and exact, correct, and complete name under which you do business.

Bidder is: Hazen Construction, LLC

Hazen Construction
Balance Sheet
As of January 31, 2013

	<u>January 31, 2013</u>
ASSETS	
Current Assets	
Total Checking/Savings	592,275.14
Total Accounts Receivable	2,429,519.74
Total Other Current Assets	<u>455,500.00</u>
Total Current Assets	3,477,294.88
Total Fixed Assets	647,569.50
Total Other Assets	77,109.22
TOTAL ASSETS	<u><u>4,201,973.60</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Total Accounts Payable	706,540.27
Total Other Current Liabilities	<u>1,003,731.80</u>
Total Current Liabilities	1,710,272.07
Total Long Term Liabilities	<u>7,056.55</u>
Total Liabilities	1,717,328.62
Total Equity	2,484,644.98
TOTAL LIABILITIES & EQUITY	<u><u>4,201,973.60</u></u>

**BID BOND FORM
(SECTION 00220)**

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, Hazen Construction, LLC as Principal, and Western Surety Company as Surety, are hereby held and firmly bound unto the City of Deltona, Florida as Owner in the penal sum of, (five percent 5%) of the Contract Bid FIVE percent of amount bid for the payment of which, well and truly to be made, we hereby and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond. Signed, this 27th day of February, 2013.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Deltona, Florida a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for **KEYES LANE DRAINAGE IMPROVEMENTS - PHASE 2.**

NOW THEREFORE,

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

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

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

Principal (Print Full Name):

Surety (Print Full Name):

Hazen Construction, LLC

Western Surety Company

(Seal)

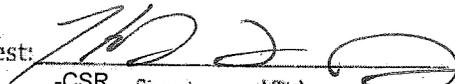
By:  (LS)

By:  Signature (attach power of attorney)

Title: Chad S Hazen, President

Title: Benjamin H. French, Attorney-In-Fact & Fla. Resident Agent

Attest: 
Signature and Title
Marc Hazen, Vice-President

Attest: 
-CSR Signature and Title

02/27/2013

(DATE)

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Dale Waldorff, Benjamin H French, Pamela L Jarman, Paul A Locascio, K Wayne Walker, Sheree W Lewis, Rebekah G Wolf, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of October, 2012.

WESTERN SURETY COMPANY



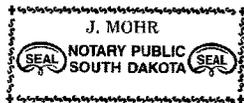
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of February, 2013



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

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

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

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

ADDENDUM # 1
CITY OF DELTONA
BID # PW 13-04
January 30, 2013

KEYSLANE DRAINAGE IMPROVEMENTS – PHASE 2

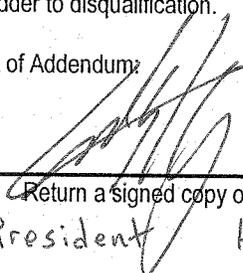
Until further notice:

- Questions regarding this bid shall be addressed in writing to:

- **Kate Krauss**
Purchasing Manager
Email: kkrauss@deltonafl.gov
Fax: 386-878-8571

- Questions will not be accepted over the phone.
- Bidders are asked to acknowledge receipt of this addendum by signing below and returning the signed addendum with their bid submittal. Failure to do so may subject the bidder to disqualification.

Vendor Acknowledgement of Receipt of Addendum:



Signature

Return a signed copy of this addendum with your bid

Chad S Hazen, President Hazen Construction, LLC

**ADDENDUM NO. 2
THE CITY OF DELTONA
BID NO. ITB-PW-13-04**

KEYES LANE DRAINAGE IMPROVEMENTS - PHASE 2

February 15, 2013

TO: All Prospective Bidders and Others Concerned

SUBJECT: Addendum No. 2 to Bidding Requirements and Contract Documents for **KEYES LANE DRAINAGE IMPROVEMENTS - PHASE 2**, for the City of Deltona, Florida.

The Bidding Requirements and Contract Documents for the subject project are hereby amended as follows:

1. STATEMENTS:

- a. A copy of the Pre-Bid Conference Attendance List is attached to this Addendum.
- b. Submittals by Vendors, who did not attend the Mandatory Pre-Bid meeting, shall not be accepted and will be rejected.
- c. Vendors who need a CD of the plans can obtain one by contacting Kate Krauss, Purchasing Manager, Email: kkrauss@deltonafl.gov. Requests must be in writing. Requests will not be accepted over the phone.
- d. The Bid due date is Wednesday, February 27, 2013 at 2:00 p.m.
- e. Bids are to be received at 255 Enterprise Road, Deltona, Florida 32725. Bids will not be accepted at City Hall or any other location.
- f. Bids that are hand delivered shall be dropped off at the receiving door, under the metal stairs on the north end of the Deltona Water Building.
- g. Bids shall contain all required forms within bid documents. Documents shall be completed in their entirety. Bids shall contain one (1) original and (1) copy of the original in an electronic format (CD, flash drive).
- h. Bids are being accepted from only one Contractor to complete this project. The City will not split this project.
- i. Questions will NOT be accepted over the phone. Questions regarding this bid can be addressed **IN WRITING** to:

Kate Krauss
Purchasing Manager
City of Deltona
255 Enterprise Road
Deltona, FL 32725
kkrauss@deltonafl.gov
Fax: (386) 878-8571
- j. Questions will be accepted up to seven (7) days prior to the bid opening. Questions will not be accepted after that time. The last day questions will be accepted for this bid is the end of business day on Wednesday, February 20, 2013.

**ADDENDUM NO. 2
THE CITY OF DELTONA
BID NO. ITB-PW-13-04**

KEYES LANE DRAINAGE IMPROVEMENTS - PHASE 2

- k. Addendums may be issued up to 48 hours prior to the bid opening time. The CITY will post addenda information on DemandStar at <http://www.demandstar.com>. All Bidders should check DemandStar at least 48 hours before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the proposal as unresponsive. Bidders shall note receipt of addenda on page 00100-1 of the Bid as well as return signed copies of Addenda. Previous addenda will be deemed received. It is the sole responsibility of the Proposer to ensure they obtain information related to Addenda. Oral and other interpretations or clarifications will be without legal effect.
- l. City of Deltona is not responsible for third party plan rooms or third party plan holders. All documents pertaining to this bid can be downloaded from www.demandstar.com.
- m. Suppliers requesting to be considered equivalent shall do so during the solicitation process. Requests can be made by submitting them to the Purchasing Agent during the question / clarification submittal stage of the solicitation. Suppliers seeking equivalency after the award of the bid shall not be considered.
- n. All prospective bidders and suppliers are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, City of Deltona Staff members, or Engineers contracted by the city for this project, other than the noted contact person OR a member of the Purchasing staff regarding this Item to Bid or their response at any time during the Bid process. Any such contact shall be cause for rejection of your submittal.
- o. A Bid Bond is required for this bid. The Bid Bond shall be not less than 5% of the bidder's total contract price.
- p. A Payment and Performance Bond is required for this project from the awarded Contractor. Payment and Performance Bond is required to be recorded with Volusia County prior to a Notice to Proceed being issued. Proof of registration with Volusia County is required.
- q. The Engineer's Estimate of construction cost for the total project is \$220,000. The Engineer of Record for this project is McKim & Creed, Inc.
- r. The City of Deltona anticipates construction to start in May of 2013.
- s. Liquidated damages will be in effect at \$1,000 per day.
- t. Contract time for this project is **120 days** to substantial completion, with an additional 30 days to final completion. Total contract time is **150 days**. Contract time includes permitting and the entire scope of work to complete this project.
- u. The Work shall be performed by a General Contractor licensed in the State of Florida. The contract shall not be awarded unless proof of valid license(s) is provided.
- v. The City of Deltona is seeking contractors who have proven past, positive experiences in projects of similar and same size of scope of work. Contractors not having past, positive experiences in projects of similar and same size of scope of work, as the Prime Contractor, will not be considered.

**ADDENDUM NO. 2
THE CITY OF DELTONA
BID NO. ITB-PW-13-04**

KEYES LANE DRAINAGE IMPROVEMENTS - PHASE 2

- w. References are required with Contractor submittals. References shall contain the Owner's contact information for the projects referenced. References with another Contractor listed as the Owner shall not be accepted.
- x. Contractor shall obtain and pay for the permit fees shown in Section 01065 of the Project Manual.
- y. The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any disruption of service shall be coordinated with residents ahead of time. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.
- z. Any scheduled shut-downs, cut-ins or connections will be performed after consultation with the City of Deltona.

2. SECTION 00010 – BID ANNOUNCEMENT

Questions regarding this bid are to be addressed in writing to Kate Krauss, Purchasing Manager, rather than Tom Cinefro. Delete Page 00010-2 in its entirety and substitute Page 00010-2R, which is attached and made part of this Addendum.

3. APPENDIX A - PERMITS

Insert this section in its entirety which is attached and made part of this Addendum.

4. APPENDIX B - DAVIS BACON WAGE REQUIREMENTS

This project is a federally funded project which will include Davis-Bacon wage requirements. The Davis-Bacon wage requirements have been included in Appendix B. Insert this section in its entirety which is attached and made part of this Addendum.

5. TABLE OF CONTENTS

Appendix A and Appendix B have been added to the Table of Contents. Delete Page TOC-ii in its entirety and substitute Page TOC-ii(R), which is attached and made part of this Addendum.

6. QUESTIONS AND RESPONSES

The following questions were raised during the pre-bid meeting which was held on February 12, 2013.

Question: Is this a federally funded project that would include Davis-Bacon requirements for wages?

Response: Yes. This project is a federally funded Community Development Block Grant project which will include Davis-Bacon wage requirements. The Davis-Bacon wage requirements have been included in Appendix B.

Question: Are the Davis-Bacon wage schedule requirements included in the specifications.

Response: No. The Davis-Bacon wage requirements were not included in the original specifications, but are attached to this Addendum as Appendix B.

**ADDENDUM NO. 2
THE CITY OF DELTONA
BID NO. ITB-PW-13-04**

KEYES LANE DRAINAGE IMPROVEMENTS - PHASE 2

Question: Is certified payroll necessary to be submitted?

Response: Yes. Certified payroll shall be submitted with the estimate. Employees must also be paid weekly.

Question: Is HDPE pipe allowed to be used for the storm sewer construction?

Response: No. Only reinforced concrete pipe will be used

Question: Who is responsible for quality control testing?

Response: The City of Deltona will pay for passing tests; the Contractor will be responsible for any failing tests.

Question: Is there a Disadvantaged Business Enterprise (DBE) requirement?

Response: No.

Question: Is there a requirement for laser profiling of the storm sewer?

Response: No. The pipe sections between structures will be televised as per Section 02536 – Manholes.

Question: Does the City give local vendor preference when awarding the bid?

Response: Since this is a federal funded Community Development Grant project, local bidder preference cannot be given.

The foregoing changes are hereby incorporated into the Bidding Requirements and Contract Documents for **KEYES LANE DRAINAGE IMPROVEMENTS - PHASE 2, ITB-PW-13-04**, Deltona, Florida. Bids will be opened on February 27, 2013 at 2:00 p.m. local time as previously announced.

Attachments:

Pre-Bid Conference Attendance List
Section 00010 - Bid Announcement: Page 00010-2R
Appendix A - Permits
Appendix B - David Bacon Wage Requirements
Table of Contents: Page TOCii(R)

Vendor Acknowledgement of Receipt of Addendum No. 2:

Vendor Name: Hazen Construction, LLC

Signature

Chad S Hazen, President

Return a signed copy of this addendum with your Bid.

END OF ADDENDUM NO. 2



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Detail by Entity Name

Florida Limited Liability Company

HAZEN CONSTRUCTION, L.L.C.

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Click the 'Search Now' button to determine if the 2013 Annual Report has been filed.**

Filing Information

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

Principal Address

1599 TIONIA ROAD
 NEW SMYRNA BEACH FL 32168

Changed 02/23/2009

Mailing Address

1599 TIONIA ROAD
 NEW SMYRNA BEACH FL 32168

Changed 02/23/2009

Registered Agent Name & Address

HAZEN, MARC
 1599 TIONIA ROAD
 NEW SMYRNA BEACH FL 32168

Address Changed: 02/23/2009

Manager/Member Detail

Name & Address

Title MGRM

HAZEN, CHAD
1599 TIONIA ROAD
NEW SMYRNA BEACH FL 32168

Title MGRM

HAZEN, MARC
1599 TIONIA ROAD
NEW SMYRNA BEACH FL 32168

Annual Reports

Report Year Filed Date

2010	02/22/2010
2011	04/21/2011
2012	04/12/2012

Document Images

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[04/23/2007 -- ANNUAL REPORT](#)

[01/25/2006 -- ANNUAL REPORT](#)

[07/27/2005 -- Amended and Restated Articles](#)

[03/01/2005 -- ANNUAL REPORT](#)

[04/27/2004 -- Amended and Restated Articles](#)

[04/22/2004 -- ANNUAL REPORT](#)

[07/24/2003 -- Amended and Restated Articles](#)

[02/26/2003 -- Amended and Restated Articles](#)

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Licensee Details

Licensee Information

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

License Information

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

Special Qualifications	Qualification Effective
Construction Business	02/20/2004

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[View License Complaint](#)

1940 North Monroe Street, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Brian Boehs

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**AGREEMENT BETWEEN CITY OF DELTONA AND
HAZEN CONSTRUCTION, L.L.C.
PER ITB NO. PW 13-04**

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

WHEREAS, the City desires to obtain services related to the Keyes Lane Drainage Improvements per ITB No. PW 13-04. The work generally involves all work as described in the ITB documents, specifications, drawings and any addendum issued for this project.

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

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

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

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

Article 1. Recitals

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

Article 2. Scope of Services

2.1 Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Contractor to perform services related to the Keyes Lane Drainage Improvements per ITB No. PW 13-04, attached hereto and incorporated herein by reference, and Contractor's Proposal dated February 27, 2013.

2.2 The services, as described in ITB No. PW 13-04, to be rendered by the Contractor, shall commence upon issuance of a Notice to Proceed and be completed within 180 days.

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

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

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

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

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

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

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

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

Article 3. Payment

3.1 The City agrees to compensate Contractor for work performed, completed and accepted by the City's representative for services provided for this project at a total cost not to exceed one hundred seventy six thousand, nine hundred fifty six dollars and 00/100 (\$176,956.00). Fees for any additional work needed will be agreed upon in writing prior to any service being completed.

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

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

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

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

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

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

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

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

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

Article 4. Special Terms and Conditions

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

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

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

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

4.4 Insurance and Bond. Contractor shall provide and maintain, during the entire term of this Agreement, without cost to the City, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida and rated "Class A" or better by A. M. Best or some other form of assurance approved by the City's Risk Manager. Contractor shall not commence work under the Agreement until City has received an acceptable certificate

or certificates of insurance and endorsement evidencing the required insurance, which is as follows:

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

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

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

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

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

- (D) Additional Requirements:

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

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

the commercial liability insurer shall be provided that lists or names the additional insured as subject to the waiver.

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

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

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

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

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

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

4.5 Indemnity. Contractor shall indemnify and hold City and its agents, officers, commission, or employees harmless for any damages resulting from failure of Contractor to take out and maintain the above insurance. Additionally, Contractor 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 the negligent act, error or omission of Contractor, its agents, employees or representative, in the performance of Contractor's duties set forth in this Agreement, including any act alleged to give rise to an action in inverse condemnation.

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

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

4.7 Ownership of Deliverables.

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

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

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

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

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

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

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

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

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

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

Article 5. General Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 6. Severability and Notice

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

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

<p>If to Contractor: Chad Hazen President Hazen Construction 1599 Tionia Road New Smyrna Beach, Florida 32168</p>	<p>If to City: Glenn Whitcomb Public Works Utilities Director City of Deltona 2345 Providence Blvd. Deltona, Florida 32725</p>
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Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

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

7.2 This Agreement consists of the following:

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

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

ATTEST:

CONTRACTOR:

Secretary

President

(CORPORATE SEAL)

Date

ATTEST:

CITY OF DELTONA

JOYCE KENT
City Clerk

WILLIAM D. DENNY
Acting City Manager

Date

Approved as to Form and Legality:

GRETCHEN R.H. VOSE
City Attorney



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 4/1/2013
FROM: William D. Denny, Acting City Manager **AGENDA ITEM:** 7 - C
SUBJECT: Request for approval to award Bid # PW 13-06, Tipton Drive Drainage Improvements.

LOCATION:

Tipton Drive and Tradewinds Drive

BACKGROUND:

Public Works solicited bids for the Tipton Drive Improvements project. This project includes stormwater improvements for the Tipton Drive area and Tradewinds Drive roadway. Heavy rains in the past have caused this land locked stormwater pond to stage up and flood the nearby roadways and has even come close to flooding local homes in the area. In prior years, Public Works has had to provide portable pumps at this location to pump the water to Lake Louise. Improvements are needed to alleviate localized flooding, minimize the interruption of traffic flow and maximize the impact of public safety. The project will provide an overflow control structure, including a water elevation structure and pipe to allow overflow to an adjacent lake. The project is in the 2012/2013 CIP budget and is being funded with stormwater utility funds. The project will be completed this budget year.

The bid was solicited on Demandstar and was sent to 546 contractors. There were 50 planholders for this bid with the following 8 responsive bids being received:

1. Hazen Construction, Inc.: \$179,275.00
2. Barracuda Building Corp.: \$188,585.00
3. Built Rite Construction: \$196,615.00
4. Sun Road: \$224,997.00
5. Thadcon: \$244,290.00
6. Crossroads Site Development: \$296,000.00
7. R.A. Scott Construction: \$301,500.00
8. APEC, Inc.: \$326,192.95

The low bidder, Hazen Construction, Inc., has the required license for this project which was verified through the

ORIGINATING DEPARTMENT:	Department of Business and Professional Regulation.
SOURCE OF FUNDS:	Public Works/Deltona Water
COST:	Stormwater Capital
REVIEWED BY:	\$179,275.00
STAFF RECOMMENDATION PRESENTED BY:	Acting City Manager, Public Works Director, City Engineer
POTENTIAL MOTION:	Glenn Whitcomb, Utilities/Public Works Director - Recommendation is being made to approve award of Bid #PW-13-06 for the Tipton Drive Drainage Improvements Project to Hazen Construction, Inc.
AGENDA ITEM APPROVED BY:	"I move to award Bid #PW-13-06 for the Tipton Drive Drainage Improvements Project to Hazen Construction, Inc. at a total cost of \$179,275.00."
ATTACHMENTS:	<hr/> William D. Denny, Acting City Manager <ul style="list-style-type: none"> • Bid Tabulation • Recommendation of Award • Hazen Construction Original Submittal • Sunbiz background check • DBPR background check • Debarment background check • Draft Agreement pre-approved by Legal

BID TABULATION
BID # PW 13-06
TIPTON DRIVE IMPROVEMENTS

ITEM	DESCRIPTION	APEC	BARRACUDA BUILDING CORP.	BUILT RITE CONSTRUCTION	CROSSROADS SITE DEVELOPMENT	HAZEN CONSTRUCTION	R.A. SCOTT CONSTRUCTION	SUN ROAD	THADCON
1	Mobilization/Demobilization	\$ 12,000.00	\$ 3,200.00	\$ 8,000.00	\$ 10,000.00	\$ 7,500.00	\$ 14,900.00	\$ 2,500.00	\$ 10,000.00
2	General Requirements, Bonds, Permits, Etc.	\$ 10,000.00	\$ 10,700.00	\$ 3,500.00	\$ 8,535.00	\$ 5,000.00	\$ 6,500.00	\$ 10,000.00	\$ 6,000.00
3	Indemnification	\$ 100.00	\$ 700.00	\$ 100.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
4	Testing Allowance (Roadway and Pipe Compaction)	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
5	Layout and As-Built Survey	\$ 13,000.00	\$ 3,100.00	\$ 5,500.00	\$ 5,000.00	\$ 5,000.00	\$ 7,400.00	\$ 4,000.00	\$ 9,250.00
6	Temporary Erosion Protection	\$ 7,477.95	\$ 1,700.00	\$ 3,500.00	\$ 3,000.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,200.00
7	Maintenance of Traffic	\$ 20,000.00	\$ 2,800.00	\$ 5,000.00	\$ 5,000.00	\$ 4,500.00	\$ 8,650.00	\$ 12,500.00	\$ 4,500.00
8	Clearing and Grubbing	\$ 20,000.00	\$ 13,500.00	\$ 10,000.00	\$ 6,900.00	\$ 10,000.00	\$ 4,500.00	\$ 6,000.00	\$ 8,000.00
9	Site Grading	\$ 20,000.00	\$ 5,500.00	\$ 15,000.00	\$ 11,000.00	\$ 5,000.00	\$ 19,500.00	\$ 14,000.00	\$ 18,000.00
10	Remove and Dispose Existing Drainage Inlets	\$ 8,000.00	\$ 1,840.00	\$ 1,000.00	\$ 4,000.00	\$ 2,000.00	\$ 1,400.00	\$ 2,200.00	\$ 2,000.00
11	Remove and Dispose Existing Drainage Culverts	\$ 9,000.00	\$ 2,250.00	\$ 1,800.00	\$ 10,125.00	\$ 2,250.00	\$ 2,250.00	\$ 2,700.00	\$ 3,375.00
12	Remove and Replace Driveway	\$ 3,600.00	\$ 3,960.00	\$ 3,150.00	\$ 4,500.00	\$ 2,700.00	\$ 3,600.00	\$ 4,500.00	\$ 3,330.00
13	Remove and Replace Pavement	\$ 27,500.00	\$ 19,250.00	\$ 24,750.00	\$ 27,500.00	\$ 23,650.00	\$ 27,500.00	\$ 20,900.00	\$ 41,250.00
14	Furnish and Install 14" x 23" Elliptical RCP	\$ 6,050.00	\$ 2,310.00	\$ 2,090.00	\$ 4,620.00	\$ 2,035.00	\$ 4,290.00	\$ 2,200.00	\$ 2,475.00
15	Furnish and Install 18" Reinforced Concrete Pipe	\$ 4,070.00	\$ 1,870.00	\$ 1,925.00	\$ 4,620.00	\$ 1,925.00	\$ 3,960.00	\$ 1,210.00	\$ 2,035.00
16	Furnish and Install 36" Reinforced Concrete Pipe ["<10-ft depth]	\$ 58,125.00	\$ 44,175.00	\$ 38,750.00	\$ 75,950.00	\$ 41,075.00	\$ 80,600.00	\$ 65,100.00	\$ 48,050.00
17	Furnish and Install 36" Reinforced Concrete Pipe [">10-ft depth]	\$ 30,250.00	\$ 20,075.00	\$ 17,875.00	\$ 30,250.00	\$ 16,500.00	\$ 35,750.00	\$ 24,750.00	\$ 20,625.00
18	Type "C" Inlet	\$ 4,500.00	\$ 4,650.00	\$ 5,400.00	\$ 6,600.00	\$ 5,100.00	\$ 8,250.00	\$ 3,875.00	\$ 5,100.00
19	Type "D" Inlet - 6-ft Alternate B	\$ 8,200.00	\$ 7,200.00	\$ 7,000.00	\$ 13,000.00	\$ 7,800.00	\$ 9,000.00	\$ 7,650.00	\$ 7,600.00
20	Type "J" Manhole - 6-ft Alternate A ["<10-ft depth]	\$ 13,680.00	\$ 6,000.00	\$ 7,000.00	\$ 10,000.00	\$ 7,200.00	\$ 9,500.00	\$ 6,300.00	\$ 7,500.00
21	Type "I" Manhole - 6-ft Alternate A [">10-ft depth]	\$ 17,000.00	\$ 6,480.00	\$ 9,000.00	\$ 11,600.00	\$ 8,200.00	\$ 13,500.00	\$ 9,200.00	\$ 11,000.00
22	Modified Type "H" Outfall Structure	\$ 7,540.00	\$ 3,050.00	\$ 5,500.00	\$ 8,500.00	\$ 3,800.00	\$ 4,750.00	\$ 2,552.00	\$ 4,000.00
23	Furnish and Install 36" Headwall	\$ 5,000.00	\$ 3,900.00	\$ 4,500.00	\$ 7,500.00	\$ 3,200.00	\$ 5,500.00	\$ 2,850.00	\$ 6,000.00
24	Furnish and Install Rip Rap	\$ 11,000.00	\$ 13,970.00	\$ 8,250.00	\$ 8,800.00	\$ 4,400.00	\$ 16,500.00	\$ 5,500.00	\$ 5,500.00
25	45° Bend {FLG.}	\$ 1,400.00	\$ 700.00	\$ 600.00	\$ 4,000.00	\$ 1,600.00	\$ 1,400.00	\$ 1,700.00	\$ 2,000.00
26	Furnish and Install PVC C900 Pipe [restrained joint]	\$ 4,200.00	\$ 1,225.00	\$ 2,625.00	\$ 7,000.00	\$ 1,120.00	\$ 2,800.00	\$ 3,570.00	\$ 3,500.00
27	Remove and Replace Pavement Related to Water Main Conflict	\$ 4,000.00	\$ 1,480.00	\$ 1,800.00	\$ 4,000.00	\$ 1,720.00	\$ 2,000.00	\$ 2,240.00	\$ 5,000.00
TOTAL BASE BID		\$ 326,192.95	\$ 188,585.00	\$ 196,615.00	\$ 296,000.00	\$ 179,275.00	\$ 301,500.00	\$ 224,997.00	\$ 244,290.00

Submitted Forms:									
	APEC	BARRACUDA BUILDING CORP.	BUILT RITE CONSTRUCTION	CROSSROADS SITE DEVELOPMENT	HAZEN CONSTRUCTION	R.A. SCOTT CONSTRUCTION	SUN ROAD	THADCON	
Acknowledgment of all addendums	YES	YES	YES	YES	YES	YES	YES	YES	YES
00110 Bidders Information Form	X	X	X	X	X	X	X	X	X
00300 Bid Response Form	X	X	X	X	X	X	X	X	X
00301 Questionnaire Form	X	X	X	X	X	X	X	X	X
00301A Sub-Contractors and Affiliates Form	X	X	X	X	X	X	X	X	X
00301B References Form	X	X	X	X	X	X	X	X	X
00410 Bid Bond Form	X	X	X	X	X	X	X	X	X
00420 Corporate Resolution	X	X	X	X	X	X	X	X	X
00430 Hold Harmless and Indemnity Agreement	X	X	X	X	X	X	X	X	X
00440 Drug Free Workplace Form	X	X	X	X	X	X	X	X	X
00460 Bidders Certification form	X	X	X	X	X	X	X	X	X
00470 Sworn Statement of Public Entity Crimes	X	X	X	X	X	X	X	X	X
00480 Non-Collusion Affidavit Form	X	X	X	X	X	X	X	X	X
00490 Trench Safety Affidavit Form	X	X	X	X	X	X	X	X	X
P of A Payment and Performance Bond	X	X	X	X	X	X	X	X	X

**** BID TABULATION REFLECTS LINE ITEM EXTENDED PRICING**

Procurement Overview of Solicitation and Findings
And Recommendation of Award

ITB # PW 13-06
Tipton Drive Improvements

Solicited: February 8, 2013
Pre-Bid meetings held: February 26, 2013
Addendums issued: 1 total
Bid due date: March 13, 2013

A bid solicitation was completed for the Tipton Drive Improvements project. It was solicited on the website www.demandstar.com.

Number of vendors and suppliers the solicitation was sent to: 546 Vendors
Number of planholders that downloaded the solicitation: 50 Vendors
Number of Contractors that submitted bids: 8 Contractors

The following Contractors submitted bid responses at the following prices:

Vendor	Total Base Bid
• APEC, Inc.	\$326,192.95
• Barracuda Building Corp.	\$188,585.00
• Built Rite Construction	\$196,615.00
• Crossroads Site Development	\$296,000.00
• Hazen Construction	\$179,275.00
• R.A. Scott Construction	\$301,500.00
• Sun Road	\$224,997.00
• Thadcon	\$244,290.00

After review of the bids submitted, it was noted that Hazen Construction was the lowest responsive bidder at \$179,275.00. Their submittal had all the appropriate documentation as required within the bid documents. Additionally, a review of the submitted pricing was completed by the Engineer of Record for this project. They found no issues with the line item pricing that was submitted by Hazen Construction.

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

References have been conducted with the City of Port Orange, Palm Coast and with Staff here at the City of Deltona. They have been recognized as having the experience needed to perform the work required. They have performed multiple jobs for the City of Deltona and we have been satisfied with their work. They are a local firm from within Volusia County.

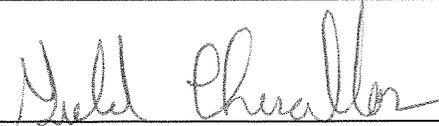
Based on the policy and procedures of the City of Deltona and the selection process in which we are to follow. Recommendation of award is going to be made by City of Deltona Staff to award this bid to Hazen Construction. This is based on their low bid, responsiveness in their bid, the positive past experiences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



Purchasing Approval

3-14-13

Date



Department Approval

3/14/13

Date

Item 7C

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SECTION 00300
BID RESPONSE FORM

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

City of Deltona

ITB #PW-13-06

TIPTON DRIVE IMPROVEMENTS

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

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

Bidder hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the Project within 120 consecutive calendar days and to fully complete the Project within 150 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay any liquidated damages, as specified in the Agreement, for each consecutive calendar day thereafter.

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

No. <u>1</u>	Dated: <u>3-8-13</u>	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____

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

Item No.	Description	Qty	Unit	Unit Price	Total Price
General Administrative					
1	Mobilization/Demobilization	1	LS	\$ 7,500	\$ 7,500.00
2	General Requirements, Bonds, Permits, etc.	1	LS	\$ 5,000	\$ 5,000.00
3	Indemnification	1	LS	\$ 500	\$ 500.00
4	Testing Allowance (Roadway and Pipe Compaction)	1	LS	\$ 3,000	\$ 3,000.00
Stormwater Sitework					
5	Layout and As-Built Survey	1	LS	\$ 5,000	\$ 5,000.00
6	Temporary Erosion Protection	1	LS	\$ 2,500	\$ 2,500.00
7	Maintenance of Traffic	1	LS	\$ 4,500	\$ 4,500.00
8	Clearing and Grubbing	1	LS	\$ 10,000	\$ 10,000.00
9	Site Grading	1	LS	\$ 5,000	\$ 5,000.00
10	Remove and Dispose Existing Drainage Inlets	4	EA	\$ 500	\$ 2,000.00
11	Remove and Dispose Existing Drainage Culverts	225	LF	\$ 10	\$ 2,250.00
12	Remove and Replace Driveway	90	SY	\$ 30	\$ 2,700.00
13	Remove and Replace Pavement	550	SY	\$ 43	\$ 23,650.00
14	Furnish and Install 14" x 23" Elliptical RCP	55	LF	\$ 37	\$ 2,035.00
15	Furnish and Install 18" Reinforced Concrete Pipe	55	LF	\$ 35	\$ 1,925.00
16	Furnish and Install 36" Reinforced Concrete Pipe (<10-ft depth)	775	LF	\$ 53	\$ 41,075.00
17	Furnish and Install 36" Reinforced Concrete Pipe (>10-ft depth)	275	LF	\$ 60	\$ 16,500.00
18	Type "C" Inlet	3	EA	\$ 1,700	\$ 5,100.00
19	Type "D" Inlet - 6-ft Alternate B	2	EA	\$ 3,900	\$ 7,800.00
20	Type "J" Manhole - 6-ft Alternate A (<10-ft depth)	2	EA	\$ 3,600	\$ 7,200.00
21	Type "J" Manhole - 6-ft Alternate A (>10-ft depth)	2	EA	\$ 4,100	\$ 8,200.00
22	Modified Type "H" Outfall Structure	1	EA	\$ 3,800	\$ 3,800.00
23	Furnish and Install 36" Headwall	1	EA	\$ 3,200	\$ 3,200.00
24	Furnish and Install Rip Rap	110	SY	\$ 40	\$ 4,400.00
Water Main Conflict					
25	45° Bend (FLG.)	4	EA	\$ 400	\$ 1,600.00
26	Furnish and Install PVC C900 Pipe (restrained joint)	35	LF	\$ 32	\$ 1,120.00
27	Remove and Replace Pavement Related to Water Main Conflict	40	SY	\$ 43	\$ 1,720.00
TOTAL BASE BID				\$	179,275.00
TOTAL BASE BID IN WORDS:					
<i>One hundred seventy nine thousand two hundred seventy five</i> DOLLARS AND <i>00</i> /100 CENTS					

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

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

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

Respectfully submitted:

By: Hazen Construction, LLC
(Business Name)

(SEAL - if bid is by corporation)

1599 Tionia Road
(Business Address)

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


(Signature)

Chad S Hazen
(Printed Name)

President
(Title)

SCHEDULE OF BASE BID MANUFACTURERS/SUPPLIERS
(SECTION 300A)

The Contract Documents are based upon the equipment or products available from the manufacturers/suppliers denoted as "A", "B", etc. However, the Bidder must indicate in his Bid which Base Bid manufacturer/supplier he intends to use for each item of equipment listed by circling one (1) of the listed manufacturers/suppliers. Should the Bidder fail to circle a named supplier, he hereby agrees to provide the item listed as "A". After receipt of bids, the Bidder may not substitute for any manufacturer or supplier circled. Listed manufacturers/suppliers identified as deductive alternates will be considered as a deductive alternate as presented in the Deductive Alternate Section of the Bid Form.

If the Bidder desires to propose one (1) or more substitution or "or equal" manufacturers/suppliers, he may write in the name of such substitution or "or equal" in the spaces provided on the pages following the lists, but he must, nevertheless, also circle one of the listed manufacturers/suppliers. All substitutions or "or equal" items must be identified at the time of Bid (see paragraph 6.7 of the General Conditions as amended by the Supplementary Conditions). Substitutions or "or equal" items will **not** be considered when determining the Apparent Lowest Bidder. Substitutions or "or equal" items will **not** be evaluated or considered until after the "Effective Date" of the Agreement. The Bidder shall base his Bid on providing one of the listed manufacturers/suppliers and shall assume for bidding purposes that all substitutions or "or equal" items will not be accepted.

If the proposed substitution or "or equal" manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled manufacturer/supplier. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use or if a substitution or an "or equal" is rejected, he must use the manufacturer/supplier listed as "A". Also, if the Bidder circles more than one listed manufacturer/supplier, he must use the first manufacturer/supplier circled (unless a substitution or "or equal" is approved).

Each proposed substitution or "or equal" will be evaluated in accordance with Paragraph 6.7 of the General Conditions as amended by the Supplementary Conditions following the Effective Date of the Agreement.

In addition to the reimbursement required under Paragraph 6.7 of the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers, caused by the acceptance of proposed substitution or "or equal" items, such as; additional field trips for the Engineer, additional redesign costs, and additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed substitution or "or equal" items such as increased electrical requirements, larger building, modifications to structures, additional pumps, piping or tankage, etc., shall be borne by others and not by the Owner. Bidder further agrees that the use of substitute equipment offered will not affect the completion date.

The Owner may request, and the Bidder shall supply, complete information on proposed substitution or "or equal" items prior to the Notice of Award.

Category I - SCHEDULE OF BASE BID MANUFACTURERS / SUPPLIERS
(SECTION 300A)

<u>Item No.</u>	<u>Equipment Item or Material</u>	<u>Specification Section No.</u>	<u>Manufacturer/Supplier</u>
1.	Pre. Cast Structures		Hanson
2.	RCP		County Materials
3.	HDPE		ADS
4.			
5.			
6.			
7.			

SUBSTITUTION LIST OF MANUFACTURERS / SUPPLIERS
(SECTION 00300B)

Bidder proposes the following substitutions and "or equal" items of alternate manufacturers/suppliers for the equipment of material categories so identified:

	<u>Equipment Item Material</u>	<u>Drawing No.</u>	<u>Spec. Section</u>	<u>Substitute/"or equal" Manufacturer/Supplier (List One Only)</u>	<u>Proposed Price Deduct</u>
1.	<u>NA</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
2.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
3.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
4.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
5.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
6.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
7.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
9.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
10.	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

SUBSTITUTIONS AND "OR EQUAL"

The above signed as Bidder agrees that substitutions or "or equal" items will not be considered until after the "Effective Date of the Agreement" and will be evaluated in accordance with Paragraphs 6.7, 6.7.1 and 6.7.2, of the General Conditions as amended by the Supplementary Conditions. If Bidder intends to propose substitutions or "or equal" items after the "Effective Date of the Agreement", it is agreed that these items will be listed on the Substitution List included with the Bid (form provided herein). Only the proposed substitutions or "or equal" items listed on the Substitution List will be evaluated by the Engineer in accordance with the General Conditions.

QUESTIONNAIRE FORM
(SECTION 00301)

DATE: 3-13-13

PROJECT IDENTIFICATION

City of Deltona - Public Works Division
TIPTON DRIVE IMPROVEMENTS

NAME OF BIDDER: Hazen Construction, LLC

BUSINESS ADDRESS: 1599 Tionia Road New Smyrna Beach, FL 32168

TELEPHONE NO: 386-322-8700

CONTRACTOR'S FLORIDA LICENSE NO: CGC061991 and CUC1223713

The signed bidder warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a General Contractor? 11

2. Have you ever failed to complete work awarded to you? If so, where and why? No

3. Name three (3) municipalities or government entities for which you have performed similar projects as this one and to which you refer?
City of Port Orange
City of Ormond Beach
City of Daytona Beach

4. Have you personally inspected the site of the proposed Work? Describe any anticipate problems with the site and your proposed solutions.
Yes, none

5. Will you Subcontract any part of this Work? If so, describe which portion(s).
Concrete
Surveying

6. What equipment do you own that is available for the Work? (attach additional sheets if necessary)

Excavators, loaders, dozers, mini-hoes, sweeper, skid steers, pumps,
and other misc. items needed

7. What equipment will you purchase for the Work?

None

8. What equipment will you rent for the Work?

None

9. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary.)

see attached sheet

10. State the true and exact, correct, and complete name under which you do business.

Bidder is: Hazen Construction, LLC

Hazen Construction
Balance Sheet
As of January 31, 2013

	<u>January 31, 2013</u>
ASSETS	
Current Assets	
Total Checking/Savings	592,275.14
Total Accounts Receivable	2,429,519.74
Total Other Current Assets	<u>455,500.00</u>
Total Current Assets	3,477,294.88
Total Fixed Assets	647,569.50
Total Other Assets	77,109.22
TOTAL ASSETS	<u>4,201,973.60</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Total Accounts Payable	706,540.27
Total Other Current Liabilities	<u>1,003,731.80</u>
Total Current Liabilities	1,710,272.07
Total Long Term Liabilities	<u>7,056.55</u>
Total Liabilities	1,717,328.62
Total Equity	2,484,644.98
TOTAL LIABILITIES & EQUITY	<u>4,201,973.60</u>

**SUB-CONTRACTORS AND AFFILIATES FORM
(SECTION 00301A)**

The following are a list of Sub Contractors or Affiliates that will be utilized in this project. Use additional sheets if necessary.

1. Firm Name: Greco's Concrete
 Trade: Concrete
 Firm Owner: Anthony Greco
 Firm Address: PO Box 587 Pierson, FL 32180
 Firm Phone Number: 386-749-2377

2. Firm Name: Oceanside Land Surveying
 Trade: Surveying
 Firm Owner: James Walker III
 Firm Address: 2090 S. Nova Road #A-107 S. Daytona, FL 32119
 Firm Phone Number: 386-763-4130

3. Firm Name: _____
 Trade: _____
 Firm Owner: _____
 Firm Address: _____
 Firm Phone Number: _____

4. Firm Name: _____
 Trade: _____
 Firm Owner: _____
 Firm Address: _____
 Firm Phone Number: _____

5. Firm Name: _____
 Trade: _____
 Firm Owner: _____
 Firm Address: _____
 Firm Phone Number: _____

**REFERENCES FORM
(SECTION 00301B)**

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

1. Project Name: Covington + Slater Drainage
 Project Value: 105,000
 Project Description: New storm drain in existing residential area
 Project Owner: City of Deltona
 Owner contact information: Gerald Chancellor 386-678-8998
 Project Location: Deltona, FL
 Project Start and End Dates: 04/10 - 07/10

2. Project Name: Westside Water Main
 Project Value: 260,000
 Project Description: New water main in existing residential area
 Project Owner: City of Deland
 Owner contact information: Keith Riggs 386-626-7197
 Project Location: Deland, FL
 Project Start and End Dates: 11/09 - 03/10

3. Project Name: Ernest Drive + Sugar Forest
 Project Value: 325,000
 Project Description: New water main in existing residential area
 Project Owner: City of Port Orange
 Owner contact information: Fred Griffith 386-506-5753
 Project Location: Port Orange, FL
 Project Start and End Dates: 07/09 - 02/10

4. Project Name: Misc. Water Mains
 Project Value: 430,000
 Project Description: New water main in existing residential area
 Project Owner: City of Deland
 Owner contact information: Keith Riggs 386-626-7197
 Project Location: Deland, FL
 Project Start and End Dates: 04/09 - 11/09

**REFERENCES FORM
(SECTION 00301B CONTINUED)**

5. Project Name: Business Park Drive
 Project Value: 190,000
 Project Description: New storm, sewer + water in existing industrial park
 Project Owner: City of Ormond Beach
 Owner contact information: Alex Blake 386-676-3306
 Project Location: Ormond Beach, FL
 Project Start and End Dates: 02/09 - 08/09
6. Project Name: Spring Hill
 Project Value: 1,100,000
 Project Description: New lift station, sewer + water in residential area
 Project Owner: City of Deland
 Owner contact information: Keith Rigor 386-626-7197
 Project Location: Deland, FL
 Project Start and End Dates: 10/08 - 11/09
7. Project Name: Gateway North
 Project Value: 490,000
 Project Description: New sewer, storm + water in commercial development
 Project Owner: Consolidated Tomoka
 Owner contact information: Steve Winchester 386-274-2202
 Project Location: Daytona Beach, FL
 Project Start and End Dates: 01/08 - 11/08
8. Project Name: Mason Commerce
 Project Value: 260,000
 Project Description: New sewer, storm + water in commercial development
 Project Owner: Consolidated Tomoka
 Owner contact information: Steve Winchester 386-274-2202
 Project Location: Daytona Beach, FL
 Project Start and End Dates: 02/08 - 09/08

**BID BOND FORM
(SECTION 00410)**

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, Hazen Construction, LLC as Principal, and Western Surety Company as Surety, are hereby held and firmly bound unto the City of Deltona, Florida as Owner in the penal sum of, (five percent 5%) of the Contract Bid FIVE percent of amount bid for the payment of which, well and truly to be made, we hereby and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond. Signed, this 13th day of March, 2013.

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

NOW THEREFORE,

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

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

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

Principal (Print Full Name):

Hazen Construction, LLC

By:  (LS)

Title: President

Attest: 
Signature and Title

Surety (Print Full Name):

Western Surety Company (Seal)

Surety's Name and Corporate Seal

By: 
Signature (attach power of attorney)

Title: Benjamin H. French, Attorney-In-Fact & Fla. Resident Agent

Attest: 
-CSR Signature and Title

03/13/2013

(DATE)

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Dale Waldorff, Benjamin H French, Pamela L Jarman, Paul A Locascio, K Wayne Walker, Sheree W Lewis, Rebekah G Wolf, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of October, 2012.



WESTERN SURETY COMPANY

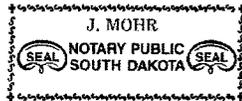
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of March 2013



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

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

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

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

CORPORATE RESOLUTION FORM
(SECTION 00420)

I, Marc Hazen, Secretary of Hazen Construction, LLC, a corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on March 8, 2013 at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation A Bid and Agreement to City of Deltona for the construction of Tipton Drive Improvements.

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

NAME	OFFICE	OFFICIAL SIGNATURE
<u>Chad S Hazen</u>	<u>President/Treasurer</u>	
<u>Marc Hazen</u>	<u>Vice-President/Secretary</u>	<u>Marc Hazen</u>

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 8 day of March, 2013

**HOLD HARMLESS AND INDEMNITY AGREEMENT
(SECTION 00430)**

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

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

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

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


CONTRACTOR Chad S Hazen
President

March 13, 2013
DATE

**DRUG-FREE WORKPLACE FORM
(SECTION 00440)**

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that
Hazen Construction, LLC does:
 (Name of Business)

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

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

X _____
 Bidder's Signature Chad S Hazen, President
March 13, 2013

 Date

PROPOSER'S CERTIFICATION FORM
(SECTION 00460)

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

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

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

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

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

Name of Business Hazen Construction, LLC

By: [Signature]
Signature

Chad S Hazen
Name & Title, Typed or Printed

1599 Tionia Road
Mailing Address

New Smyrna Beach, FL 32168
City, State, Zip Code

(386) 322-8700
Telephone Number

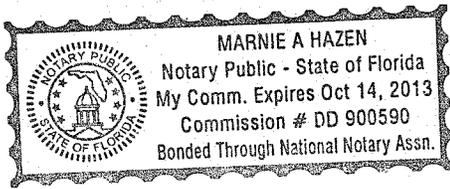
Sworn to and subscribed before me

This 13 day of March, 2013

[Signature]
Signature of Notary

Notary Public, State of Florida

Personally known
-OR-
Produced Identification _____



**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(SECTION 00470)**

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

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

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

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

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

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

A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
13. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders employees, members, and agents who are active in management of an entity.
14. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (You must indicate which statement applies.)

(SECTION 00470 Continued)

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

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

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

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

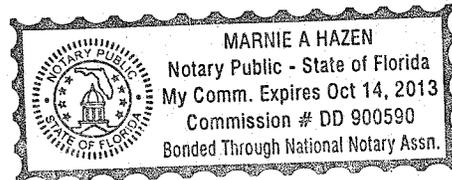
[Signature]
SIGNATURE
March 13, 2013
DATE

State of Florida
County of Volusia

Personally appeared before me, the undersigned authority, Chad S Hazen (name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on the 13 day of March, 2013.

[Signature]
NOTARY PUBLIC

My commission expires:



NON COLLUSION AFFIDAVIT FORM
(SECTION 00480)

STATE OF FLORIDA

COUNTY OF VOLUSIA

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

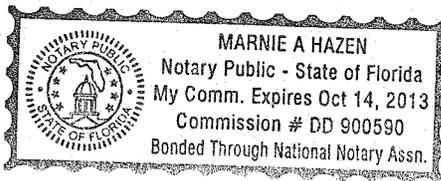
- i. He/She is the President of Hazen Construction, LLC the Bidder that has submitted the attached Bid;
- ii. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- iii. Such Bid is genuine and is not a collusive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

By [Signature]

Sworn and subscribed to before me this 13 day of March, 2013, in the State of Florida
County of Volusia.

[Signature] Notary Public

My Commission expires:



**TRENCH SAFETY AFFIDAVIT FORM
(SECTION 00490)**

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

Hazen Construction, LLC (NAME OF CONTRACTOR) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 533.64 inclusive (1990) "Trench Safety Act".

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

<u>Item and Safety Measure</u>	<u>Cost</u>
<u>Trench Excavation</u>	<u>\$ 2,000</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL	<u>\$ 2,000.00</u>

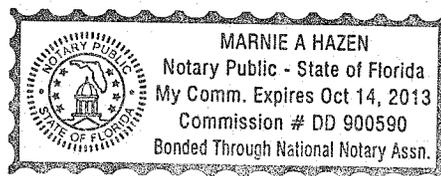
By the signature of its undersigned authorized representatives, the Bidder hereby assures the CITY OF DELTONA that any such excavation performed by the Bidder will be performed in compliance with all applicable trench safety standards.

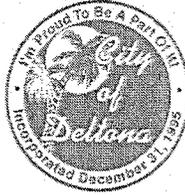
By 

Sworn and subscribed to before me this 13 day of March, 2013, in the State of Florida,
County of Volusia.

 Notary Public

My Commission expires:





ADDENDUM # 1
CITY OF DELTONA
BID # PW 13-06
March 8, 2013

TIPTON DRIVE IMPROVEMENTS

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

This addendum is to answer questions and clarify issues that have been brought up during the solicitation process.

Questions and inquiries are being accepted up to seven days prior to the bid opening. The last day and time questions and RFI's for this bid will be accepted are Friday, March 8, 2013. Therefore, no further questions or RFI's will be accepted regarding this project.

Addendums may be issued up to 48 hours prior to the bid opening due time.

City of Deltona is not responsible for third party plan rooms or third party plan holders. All documents pertaining to this bid can be downloaded from www.demandstar.com

CLARIFICATIONS:

- a. A bid bond is required for this solicitation.
- b. The engineer's estimate for this project is \$260,000.
- c. Bids shall be mailed to or dropped off at 255 Enterprise Road, Deltona, Florida 32725. Bids shall not be accepted at City Hall.
- d. A Payment and Performance Bond is required for this project from the awarded Contractor. Payment and Performance Bond is required to be registered with Volusia County prior to a Notice to Proceed being issued. Proof of registration with Volusia County is required.
- e. Contract time is: Substantial completion is 120 days. 30 additional days to final completion. Total Project completion is 150 days. Contract time includes permitting and the entire scope of work to complete this project.
- f. Liquidated damages will be in effect for this contract (\$1,000 per day).
- g. The Work shall be performed by a General Contractor Licensed in the State of Florida. Contract shall not be awarded unless proof of valid license(s) is provided.

- h. The City of Deltona is seeking Contractors who have proven past, positive experiences in projects of similar and same size of scope of work as the Prime Contractor. Contractors who cannot prove past, positive experiences in projects of similar and same size of scope of work as the Prime Contractor will not be considered for award.
- i. References are required with bid submittals. References shall contain descriptions of work that are of similar and same size of scope of work. 8 references are required with submittals. References shall contain the Owners contact information for the projects referenced. References with a Contractor listed as the Owner shall not be accepted.
- j. There are two places shown on the plans with potential water main conflicts. The plans mention "size and depths shown are unknown." Please note that at Tradewinds and Cavern Terrace, Sheet C-101, the water main is 4" AC and is 2.50 feet deep. At Sheffield and Elida, Sheet C-102, the water main is 8" AC and is 4.0 feet deep.
- k. There is a potential water main conflict at the intersection of Tradewinds and Sheffield, near the inlet identified as SD-12. It is not labeled on the drawings but the Bid Form will establish the unit prices for water main conflicts and the Contractor will be paid for actual installed quantities.
- l. If water main deflection is required on an AC water main the existing pipe shall be restrained via a thrust collar installed in accordance with the City of Deltona Standard Details.
- m. All pipe material related to this project is proposed as RCP. ADS N12 is a product approved by the City of Deltona as an alternative for pipe material identified as RCP. HDPE is acceptable for material placed in areas that are not under the road.
- n. Restoration activities shall restore the swale in accordance with the detail provided in the documents.
- o. Any details not shown within the plans or drawings shall follow the City of Deltona standards manual.
- p. Should the awarded Contractor encounter sprinkler systems, planted vegetation or older utility lines within the right-of-way. The City of Deltona requires the awarded Contractor to be customer friendly in letting the citizen know ahead of time (1 week minimum) that if there is a sprinkler system or planted vegetation within the right-of-way they have the option to remove the items. Should the citizen not remove the items, the Contractor shall be required to cap any irrigation system and return the sprinkler heads to the citizen.

QUESTIONS:

Question # 1 – Is this a unit price bid or lump sum?

Answer # 1 – There are unit price items and lump sum items. Award of bid will be made to the lowest, responsive and responsible bidder who meets the criteria of this solicitation.

Question # 2 –What permits are involved with this project?

Answer # 1 – The St. Johns WMD permit has been obtained. The project appears to be too small for a Stormwater Pollution Prevention Permit (SWPP). Should the awarded Contractor need to clear some extra areas for storage, it shall be the awarded Contractors responsibility to obtain the SWPP permit. The City of Deltona does not issue right-of-way use permits for its own projects.

Question # 3 - What is the amount for the testing allowance??

Answer # 3 - The testing allowance is listed as \$3,000.00.

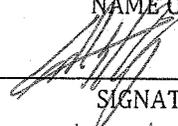
The bid due date remains Wednesday, March 13, 2013 at 2:00 p.m. All prospective bidders are hereby instructed not to contact the Engineer of Record or any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person regarding this Invitation to Bid or their bid proposal at any time during the solicitation or award process. Any such contact shall be cause for rejection of your bid proposal.

All inquiries are to be directed to the Purchasing Agent for the Public Works Division at the City of Deltona. Contact for this solicitation is: Brian Boehs, Purchasing Agent. Email address is bboehs@deltonafl.gov. Phone is 386-878-8955.

ALL OTHER SPECIFICATIONS AND CONDITIONS REMAIN UNCHANGED.

RECEIPT OF THIS ADDENDUM IS HEREBY ACKNOWLEDGED

Hazen Construction, LLC
NAME OF BUSINESS

BY:  3-13-13
SIGNATURE/DATE

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

1599 Tonia Road
MAILING ADDRESS

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



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Detail by Entity Name

Florida Limited Liability Company

HAZEN CONSTRUCTION, L.L.C.

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Filing Information

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

Principal Address

1599 TIONIA ROAD
 NEW SMYRNA BEACH FL 32168

Changed 02/23/2009

Mailing Address

1599 TIONIA ROAD
 NEW SMYRNA BEACH FL 32168

Changed 02/23/2009

Registered Agent Name & Address

HAZEN, MARC
 1599 TIONIA ROAD
 NEW SMYRNA BEACH FL 32168

Address Changed: 02/23/2009

Manager/Member Detail

Name & Address

Title MGRM

HAZEN, CHAD
1599 TIONIA ROAD
NEW SMYRNA BEACH FL 32168

Title MGRM

HAZEN, MARC
1599 TIONIA ROAD
NEW SMYRNA BEACH FL 32168

Annual Reports

Report Year Filed Date

2010	02/22/2010
2011	04/21/2011
2012	04/12/2012

Document Images

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[07/27/2005 -- Amended and Restated Articles](#)

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[04/27/2004 -- Amended and Restated Articles](#)

[04/22/2004 -- ANNUAL REPORT](#)

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Licensee Details

Licensee Information

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

License Information

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

Special Qualifications	Qualification Effective
Construction Business	02/20/2004

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the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.



Brian Boehs

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**AGREEMENT BETWEEN CITY OF DELTONA AND
HAZEN CONSTRUCTION, L.L.C.
PER ITB NO. PW 13-06**

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

WHEREAS, the City desires to obtain services related to the Tipton Drive Improvements per ITB No. PW 13-06. The work generally involves all work as described in the ITB documents, specifications, drawings and any addendum issued for this project.

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

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

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

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

Article 1. Recitals

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

Article 2. Scope of Services

2.1 Pursuant to the terms and conditions set forth in this Agreement, City hereby engages Contractor to perform services related to the Tipton Drive Improvements per ITB No. PW 13-06, attached hereto and incorporated herein by reference, and Contractor's Proposal dated March 13, 2013.

2.2 The services, as described in ITB No. PW 13-06, to be rendered by the Contractor, shall commence upon issuance of a Notice to Proceed and be completed within 150 days.

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

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

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

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

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

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

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

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

Article 3. Payment

3.1 The City agrees to compensate Contractor for work performed, completed and accepted by the City's representative for services provided for this project at a total cost not to exceed one hundred seventy nine thousand, two hundred seventy five dollars and 00/100 (\$179,275.00). Fees for any additional work needed will be agreed upon in writing prior to any service being completed.

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

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

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

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

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

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

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

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

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

Article 4. Special Terms and Conditions

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

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

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

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

4.4 Insurance and Bond. Contractor shall provide and maintain, during the entire term of this Agreement, without cost to the City, insurance in the following types and limits with a company or companies authorized to do business in the State of Florida and rated "Class A" or better by A. M. Best or some other form of assurance approved by the City's Risk Manager. Contractor shall not commence work under the Agreement until City has received an acceptable certificate

or certificates of insurance and endorsement evidencing the required insurance, which is as follows:

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

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

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

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

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

- (D) Additional Requirements:

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

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

the commercial liability insurer shall be provided that lists or names the additional insured as subject to the waiver.

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

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

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

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

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

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

4.5 Indemnity. Contractor shall indemnify and hold City and its agents, officers, commission, or employees harmless for any damages resulting from failure of Contractor to take out and maintain the above insurance. Additionally, Contractor 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 the negligent act, error or omission of Contractor, its agents, employees or representative, in the performance of Contractor's duties set forth in this Agreement, including any act alleged to give rise to an action in inverse condemnation.

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

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

4.7 Ownership of Deliverables.

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

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

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

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

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

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

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

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

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

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

Article 5. General Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 6. Severability and Notice

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

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

<p>If to Contractor: Chad Hazen President Hazen Construction 1599 Tionia Road New Smyrna Beach, Florida 32168</p>	<p>If to City: Glenn Whitcomb Public Works Utilities Director City of Deltona 2345 Providence Blvd. Deltona, Florida 32725</p>
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Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

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

7.2 This Agreement consists of the following:

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

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

ATTEST:

CONTRACTOR:

Secretary

President

(CORPORATE SEAL)

Date

ATTEST:

CITY OF DELTONA

JOYCE KENT
City Clerk

WILLIAM D. DENNY
Acting City Manager

Date

Approved as to Form and Legality:

GRETCHEN R.H. VOSE
City Attorney



AGENDA MEMO

TO: Mayor & City Commission

AGENDA DATE: 4/1/2013

FROM: William "Dave" Denny, Acting City Manager

AGENDA ITEM: 7 - D

SUBJECT: Request for approval of recommendations for scholarship awards from the William S. Harvey Deltona Scholarship Advisory Board.

LOCATION:

N/A

BACKGROUND:

The William S. Harvey Deltona Scholarship Advisory Board met on March 14, 2013 and selected 28 applicants to receive the 2012/2013 scholarship awards. The selections were based on the following criteria: 1) financial need; 2) academic achievement; 3) school; 4) community and/or leadership activities; 5) special skills and/or talents; and 6) an essay of 500 to 750 words.

As you are aware, the FY 12/13 budget included an amount of \$50,000 for scholarship awards based on anticipated revenue from recyclables.

ORIGINATING DEPARTMENT:

Human Resources

SOURCE OF FUNDS:

Recycling Funds.

COST:

\$50,000

REVIEWED BY:

HR Director, City Manager

STAFF RECOMMENDATION PRESENTED BY:

Tom Acquaro, Human Resources Director - To approve the City of Deltona William S. Harvey Deltona Scholarship Award Recipients as recommended by the Board.

POTENTIAL MOTION:

"I move to approve the 2012/2013 William S. Harvey Deltona Scholarship recipients as presented by the William

**AGENDA ITEM
APPROVED BY:**

S. Harvey Deltona Scholarship Advisory Board or with the following changes: _____."

William "Dave" Denny, Acting City
Manager

ATTACHMENTS:

- Award Recommendations
- Ranking Sheet

William S. Harvey Deltona Scholarship Advisory Board
Scholarship Recommendations
March 14, 2013 Board Meeting

Alan Chan	\$3,000
Jenna Premo	\$3,000
Emily Estry	\$3,000
Travis Pinnock	\$3,000
Kelsey Applegarth	\$2,500
Caroline Pertler	\$2,500
Alexandra Oretsky	\$2,500
Orion Maier	\$2,000
Amina Atcha	\$2,000
Tatiana Holland	\$2,000
Taylor McGowan	\$2,000
Leroy Burch	\$1,500
Eleana Alvarez	\$1,500
Jennifer Whelan	\$1,500
Mackenzie Lebeda	\$1,500
Mariah Nelson	\$1,500
Shannon Foster	\$1,500
Arnaldo Carrasquillo	\$1,500
Madeleine Cassidy	\$1,500
Jordan Mericle	\$1,500

Kevin Shannon	\$1,500
Elizabeth Acevedo	\$1,500
Justin Kowalski	\$1,000
Megan Young	\$1,000
Marcie Lindell	\$1,000
Chelsea Read	\$1,000
Melissa Jennings	\$1,000
Nicole Leisen	\$1,000

Total Awards -	\$50,000
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Abeka DVD Homeschool -	1
Daytona State -	1
DeLand -	3
Deltona -	10
Embry Riddle -	1
Florida State -	1
Pine Ridge -	3
Stetson University -	1
Trinity Christian Academy -	1
University High -	4
University of Central Florida -	1
University of Florida -	1
Total Recipients -	28

Last Name	First Name	School	Alcantara	Dawson	Drysdale	Fisher	McNaney	Moore	Watral	Sub	Final	Award
Chan	Alan	University of Florida	94	94	91	90	92	95	90	646.00	92.29	\$ 3,000.00
Premo	Jenna	Stetson University	88	95	97	90	86	100	82	638.00	91.14	\$ 3,000.00
Estry	Emily	Deltona High School	98	98	100	85	87	85	74	627.00	89.57	\$ 3,000.00
Pinnock	Travis	University High School	89	95	100	100	87	80	72	623.00	89.00	\$ 3,000.00
Applegarth	Kelsey	Deltona High School	82	90	100	90	87	89	81	619.00	88.43	\$ 2,500.00
Pertler	Caroline	DeLand High School	92	90	82	100	90	85	73	612.00	87.43	\$ 2,500.00
Oretsky	Alexandra	Florida State University	84	100	89	90	87	85	72	607.00	86.71	\$ 2,500.00
Maier	Orion	Deltona High School	91	97	86	90	80	88	68	600.00	85.71	\$ 2,000.00
Atcha	Amina	DeLand High School	70	79	99	85	87	98	82	600.00	85.71	\$ 2,000.00
Holland	Tatiana	Pine Ridge High School	93	100	89	65	82	95	74	598.00	85.43	\$ 2,000.00
McGowan	Taylor	Deltona High School	88	80	90	90	85	90	75	598.00	85.43	\$ 2,000.00
Burch	Leroy	University High School	65	90	99	90	82	100	64	590.00	84.29	\$ 1,500.00
Alvarez	Eleana	University High School	78	80	89	90	84	90	72	583.00	83.29	\$ 1,500.00
Whelan	Jennifer	Trinity Christian Academy	75	88	89	85	80	100	65	582.00	83.14	\$ 1,500.00
Lebeda	Mackenzie	Deltona High School	90	92	88	72	82	80	71	575.00	82.14	\$ 1,500.00
Nelson	Mariah	Deltona High School	84	90	76	87	80	80	76	573.00	81.86	\$ 1,500.00
Foster	Shannon	Deltona High School	80	89	73	95	85	90	58	570.00	81.43	\$ 1,500.00
Castro	Arnaldo	Embry Riddle Aeronautical	85	80	87	93	82	85	57	569.00	81.29	\$ 1,500.00
Cassidy	Madeleine	Abeka DVD homeschool	73	90	74	78	85	95	66	561.00	80.14	\$ 1,500.00
Mericle	Jordan	Deltona High School	63	77	82	90	86	90	70	558.00	79.71	\$ 1,500.00
Shannon	Kevin	Pine Ridge High School	86	93	79	82	83	75	58	556.00	79.43	\$ 1,500.00
Acevedo	Elizabeth	Deltona High School	87	88	60	85	80	90	63	553.00	79.00	\$ 1,500.00
Kowalski	Justin S.	University of Central Florida	80	74	81	70	84	92	70	551.00	78.71	\$ 1,000.00
Young	Megan	DeLand High School	56	90	70	100	83	90	62	551.00	78.71	\$ 1,000.00
Lindell	Marcie	Daytona State College	71	73	81	85	75	85	70	540.00	77.14	\$ 1,000.00
Read	Chelsea	University High School	78	82	80	72	83	80	61	536.00	76.57	\$ 1,000.00
Jennings	Melissa	Pine Ridge High School	84	82	87	70	80	75	56	534.00	76.29	\$ 1,000.00
Leisen	Nicole	Deltona High School	70	80	81	85	79	85	51	531.00	75.86	\$ 1,000.00
Allen	Caleb	Trinity Christian Academy	73	77	72	60	73	100	75	530.00	75.71	\$ -
Fraato	Amber	Stetson University	90	80	88	61	85	70	55	529.00	75.57	\$ -
Melito	Amanda	Pine Ridge High School	92	87	62	73	74	90	47	525.00	75.00	\$ -
Payan	Autumn	Daytona State College	80	75	78	75	80	80	56	524.00	74.86	\$ -
Nguyen	Steven	Deltona High School	88	65	76	65	80	75	68	517.00	73.86	\$ -

Brown	Joan	Daytona State College	67	70	91	83	71	85	41	508.00	72.57	\$ -
Guire	Stefan	DeLand High School	54	74	100	53	79	80	57	497.00	71.00	\$ -
Littell	Debra	Herzing University	56	70	73	85	68	85	49	486.00	69.43	\$ -
Doolin	Joseph	DeLand High School	36	90	53	70	67	70	58	444.00	63.43	\$ -
												\$ 50,000.00

Previous Award recipients

Scoring corrected - formula was not calculating scores for Drysdale and not averaging the score over 7 board members.



AGENDA MEMO

TO: Mayor & City Commission

AGENDA DATE: 4/1/2013

FROM: William "Dave" Denny, Acting City Manager

AGENDA ITEM: 8 - A

SUBJECT: Public Hearing - Dunkin Donuts Final Site Plan (FSP 12-005) Developer's Agreement Amendment.

LOCATION:

The ±1.37-acre site is located at 3140 Howland Boulevard at the northwest corner of Howland Boulevard and Roseapple Avenue.

BACKGROUND:

Final Site Plan (FSP 12-005) was approved by the City Commission on August 6, 2012, for the construction of a Dunkin Donuts retail center that includes additional leasable suits. Historically, the site was approved for a real estate office building and a Developer's Agreement and Cross Access Easement (Agreement) was recorded for the site. The Agreement provided for conditions of approval for internal circulation, connectivity, and neighborhood compatibility.

The change in use from the proposed office building that was to be oriented towards the neighborhood to a commercial use oriented away from the neighborhood, warranted a change in the site design that removed several of the conditions of approval. Two conditions concerning the construction of a 5-ft. wide sidewalk along Roseapple Avenue were carried over from the former Agreement to the Dunkin Donuts Amended and Restated Developer's Agreement Including Grant of Cross Access Easement (Amended and Restated Agreement).

Briefly, the applicant would construct a 5-ft. wide sidewalk along Roseapple Avenue to Boxelder Street and provide a certified cost estimate to receive impact fee credits. Upon review with the Public Works Department, there was a level of work performed by the City within the subdivision to the north to provide stormwater management through a series of swales draining to a City stormwater pond along the east side of Roseapple Avenue. The sidewalk may cause re-engineering of the swale. There is no direct connection of sidewalk at the intersection of Roseapple and Boxelder to

connect the sidewalks. Finally, the original condition of approval for the office building did not specify what type of impact fee credit that could apply and certain fees are pledged against a bond that are not eligible for impact fee credits. So, the condition may not be able to be implemented as originally requested for the former office building.

Based on the above, no objection from the Public Works Department, and the results of a 300-ft. mailout for the public, staff requests that the City Commission remove the conditions of approval within the Amended and Restated Agreement for the Dunkin Donuts site, as follows:

- 10(A): Owner/Developer agrees to construct a five (5) foot wide sidewalk along Roseapple Avenue and said sidewalk shall extend past the northern property line to Boxelder Street. Owner/Developer shall be reimbursed for the construction of the sidewalk north of their property line in impact fee credits. The portions of the sidewalk located in front of the property area shall be constructed at Owner/Developer's sole cost and expense (approximately 300 feet).
- 10(B): Owner/Developer shall provide signed and sealed construction cost estimates for the construction of the sidewalk north of the property and documentation of the actual construction costs for reimbursement in impact fee credits.

The sidewalk on the Dunkin Donuts site will be constructed by the Owner/Developer.

**ORIGINATING
DEPARTMENT:**

Planning and Development Services

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

Finance Director, Planning Director, City Attorney

**STAFF
RECOMMENDATION
PRESENTED BY:**

Presented by: Chris Bowley, AICP, Director of Planning and Development Services. Staff recommends that the City Commission approve an amendment to the Amended and Restated Developer's Agreement Including Grant of Cross Access Easement for the Dunkin Donuts site located at 3140 Howland Boulevard removing conditions of approval for Section 10 A&B pertaining to the construction of a 5-ft. wide sidewalk off-site.

**POTENTIAL
MOTION:**

"I hereby move to approve an amendment to the Amended and Restated Developer's Agreement Including Grant of Cross Access Easement for the Dunkin Donuts site located at 3140 Howland Boulevard removing conditions of approval for Section 10 A&B pertaining to the construction of a 5-ft. wide sidewalk off-site."

**AGENDA ITEM
APPROVED BY:**

William "Dave" Denny, Acting City
Manager

ATTACHMENTS:

- Developer's Agreement for the Former Office Use
- Amended and Restated Developer's Agreement Including Grant of Cross Access Easement

Branch :LAM,User :ZP04

Order: 1575229 Title Officer: Comment:

Station Id :BYNM

09/11/2006 12:03 PM
Instrument# 2006-227765 # 1
Book: 5910
Page: 4792

**DEVELOPER'S AGREEMENT AND GRANT CROSS ACCESS EASEMENT
For Century 21 Office Building located at**

3140 Howland Boulevard

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

THIS AGREEMENT entered into and made as of the 7 day of August, 2006,
by and between the **CITY OF DELTONA, FLORIDA**, (hereinafter referred to as the "City"),
and **Joe Napolitano**, 1642 N. Volusia Avenue, Suite 101 Orange City, FL 32763 (hereinafter
referred to as the "Owner/ Developer").

WITNESSETH

WHEREAS, the Owner/Developer warrants that it holds legal title to the property
described in Paragraph 2 below and that the holders of any and all liens and encumbrances
affecting such property will subordinate their interests to this Agreement, and Grant Cross
Access Easement; and

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

WHEREAS, the Subject Property fronts upon Howland Boulevard, a County
Thoroughfare and Roseapple Avenue, a local City road and the City, after consideration of
certain traffic problems, has delineated certain requirements related to ingress and egress from
~~the Subject Property and other adjacent properties in the area; and~~

WHEREAS, it is the purpose of this Agreement to clearly set forth the understanding

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and agreement of the parties concerning the matters contained herein; and

WHEREAS, the Owner/Developer has sought the City's approval for plans to develop its property, and the City has conditionally approved a site plan on May 25, 2006, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein.

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

1. Incorporation. The recitals herein contained and true and correct and are incorporated herein by reference.

2. Ownership. The Owner/Developer represents that it is the present owner of the following described property (hereinafter referred to as the "Subject Property"):

Attached hereto as Exhibit "A"

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

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

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5. Grant of Cross Access Easement. The Owner/Developer hereby grants, conveys and assigns to the City a full, free and non-exclusive right to travel, enter, exit, pass and/or repass, with or without vehicles, upon, over, and across, any portion of that certain easement area more particularly depicted in *Exhibit B*.

6. Purpose of Easement. The purpose of the easement described in Paragraph Five (5) above is to provide access to and from the Subject Property and the property to the west as shown on the approved site plan. It is the design and intention of the City to connect the adjacent properties so as to limit the number of access points to one (1).

7. Implementation of Easement. It is specifically acknowledged and agreed by and between the parties hereto that the City shall be entitled, but shall not be required, to implement the easement area, as described in Paragraph Five (5) above, for the benefit of those desiring to access the Subject Property or adjacent or connected properties for the purpose of utilizing the facilities or development thereon. The City shall be entitled to connect the subject easement area to any other easement areas, rights-of-way, or such other transportation facilities as the City shall determine at locations consistent with the approved site plan.

8. Construction, Installation and Maintenance of Easement. At such time as the Owner/Developer grants, conveys, and assigns to the City the access easement area described in Paragraph 5 above, it shall be the obligation of the Owner/Developer to construct, install and maintain the paved surfaces and other improvements on the above-described easement area, so as to reasonably implement and facilitate the use of the easement area for the easement purposes stated herein.

9. Curb Cnt. Currently, the Subject Property has one curb cut location to Roseapple

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Avenue. Any future development of the adjacent property located to the west of the Subject Property will be required to access their property through the established cross access easement. Said future development shall have no right to a new curb cut on their property. However, in the event and at such time as the City shall determine in its reasonable discretion to relocate the curb cut from the Subject Property to the adjacent property located to the west, then the Owner/Developer shall pay their share of the costs to reestablish the cross access easement and appropriately restore (including, but not limited to the installation of sidewalks) and landscape, those portions of the cross access easement located on the Owner/Developer's property, according to the City's specifications. At this time, the Owner has installed and agrees to maintain the cross access easement as indicated in Exhibit B of this document. Any future development connecting to the cross access easement, as it is designed in Exhibit B, will be required to install the new connection at their own expense.

10. Development Standards.

A. The owner/developer agrees to construct a five (5) feet wide sidewalk along Roscapple Avenue and said sidewalk shall extend past the northern property line to the closest connection to an existing sidewalk within the residential subdivision to the north (Boxelder Street). The owner/developer shall be reimbursed for the construction of the sidewalk north of their property line in impact fee credits (approximately 175 feet). The portions of the sidewalk located in front of the property area shall be constructed at the owner/developer's sole cost and expense (approximately 300 feet).

B. The owner/developer shall provide signed and sealed construction cost

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estimates for the construction of the sidewalk north of the property and documentation of the actual construction costs for reimbursement in impact fee credits.

- C. The masonry walls abutting residential uses shall be maintained in good repair by the owner/developer. If the wall is damaged for any reason, the owner/developer shall repair it within a timely manner.
- D. The cross access easement *terminates* five feet from the west property line, and is approved by the Development Review Committee. Any future connection to this cross access easement shall be at the expense of the adjacent property owner. However, the owner/developer agrees to allow the adjacent property owner to connect without reimbursement.
- E. The architectural elevation for the side of the building facing Howland Boulevard and the rear of the building shall appear as if they are building fronts, complimenting the front exterior façade, as approved in the Final Site Plan.
- F. Any future expansion of the site shall require approval of a Final Site Plan, pursuant to Chapter 74, Deltona Code of Ordinances.

11. Obligations. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement, to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the ninety (90) day period then the City, without further notice to the Owner/Developer, or its successors in interest, may without prejudice to any other rights

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or remedies it may have, perform any and all of the obligations described in this Agreement. Further, the City is hereby authorized to assess the actual and verified cost of completing the obligations required under this Agreement against the Subject Property. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the above-mentioned address.

12. **Enforcement.** In the event that enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for all costs and expenses, including attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement which costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City the recording of this Agreement shall constitute a lien upon the property for said monies, until said are paid, in addition to such other obligations as this agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of eighteen percent (18%) compound annually or at the maximum rate allowed by law.

13. **Indemnification.** The Owner/Developer shall indemnify and hold harmless the City from and against all claims, demands, disputes, damages, costs, expenses (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred

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by the City as a result, directly or indirectly, of the use or development of the subject property, by the City or by third parties, except those claims or liabilities caused by or arising from the gross negligence of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including, but not limited to, drainage or sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.

14. Site Plan Approval. The site plan approval for the Subject Property, given at the regular meeting of the Development Review Committee on May 25, 2006, is specifically incorporated into this Agreement by reference for the purpose of clarifying boundaries, locations, areas, and improvements described in this Agreement, and all development shall be in accordance with and subject to the terms of the said site plan approval of plans dated June 12, 2006.

15. Compliance. The Owner/Developer agrees that it, and its successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan, and the City's Land Development Code, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or its successors and assigns, in accordance with the City's Land Development Code. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, certificates of occupancy or approvals, and may terminate sewer and/or water services to the subject property should the Owner/Developer fail to comply with the terms of this Agreement.

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16. Utility Easements. The Owner/Developer shall provide to the City such easements and other legal documentation, in form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sewer, potable water, and reclaimed water services, electric, cable, fire protection and telecommunications provided, however, such easements shall not materially interfere with the Owner/Developer's use and enjoyment of the subject property.

17. Notices. Where notice is herein required to be given, it shall be by certified mail return receipt requested, addressee only, hand delivery or courier. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

Joe Napolitano

1642 N. Volusia Avenue, Suite 101

Orange City, FL 32763

(386)574-4469

CITY'S REPRESENTATIVES:

Don Sikorski, Interim Director of
 Development Services
 City of Deltona
 2345 Providence Boulevard
 Deltona, FL 32725
 (386) 561-2100, Fax: (386) 789-7234

L. Roland Blossom, Esquire

City Attorney
 City of Deltona

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2345 Providence Boulevard
 Deltona, FL 32725

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

18. Captions. The captions used herein are for convenience only and shall not be relied upon in construing this Agreement and Grant of Easement.

19. Binding Effect. This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and its assigns and successors in interest, and the City and its assigns and successors in interest. The Owner/Developer agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida, and shall reimburse the City for the preparation of this Agreement in such amount to be determined by the City. This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.

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

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IN WITNESS WHEREOF, the Owner/Developer and the City have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

OWNER/DEVELOPER

[Signature]
Signature of Witness # 1

Christina Collier
Print or type name

[Signature]
Signature of Witness #2

Athanas Benath Rocane
Print or type name

By: [Signature]
Signature

Mary E Scogg
Print or type name

AS: Owner / President
Print or type

ATTEST: [Signature]
Signature

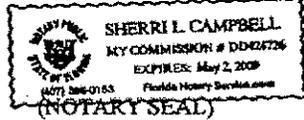
Joseph Napolitano
Print or Type Name

AS: Owner

Mailing Address: 1642 N Volusia Ave
Suite 101
Orange City FL 32763

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 7 day of August, 2006 by Mary Scogg, and Joseph Napolitano of Florida, who is/are personally known to me or who has/have produced FL 5200-593-53-912-0 as identification and who did not (did) take an oath. IX# N 143-48149-422-0



[Signature]
Signature of Notary

Sherril L. Campbell
Print or type name

ACCEPTED FOR THE CITY OF DELTONA

Branch :LAM,User :ZP04

Order: 1575229 Title Officer: Comment:

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By: Don Sikorski
Don Sikorski, Interim Director Development Services

Date: 8/17/06

ATTEST:
Faith G. Miller
FAITH MILLER, MMC, City Clerk

Date: 8/17/06

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

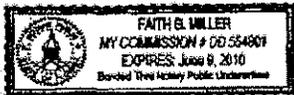
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 17th day of August, 2006, by Don Sikorski, Interim Director of Development Services and FAITH MILLER, City Clerk of the CITY OF DELTONA, FLORIDA, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Deltona, Florida.

Faith G. Miller
Signature of Notary

(NOTARY SEAL)

Faith G. Miller
Print or type name



Branch :LAM,User :ZP04

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EXHIBIT A
LEGAL DESCRIPTION

8-18-31 E 200 FT OF W 694.68 FT OF N 299.17 FT MEAS ON W/LOF NE ¼ OF NW ¼ PER
OR 5204 PG 1272

PARCEL # 8108-00-00-0013

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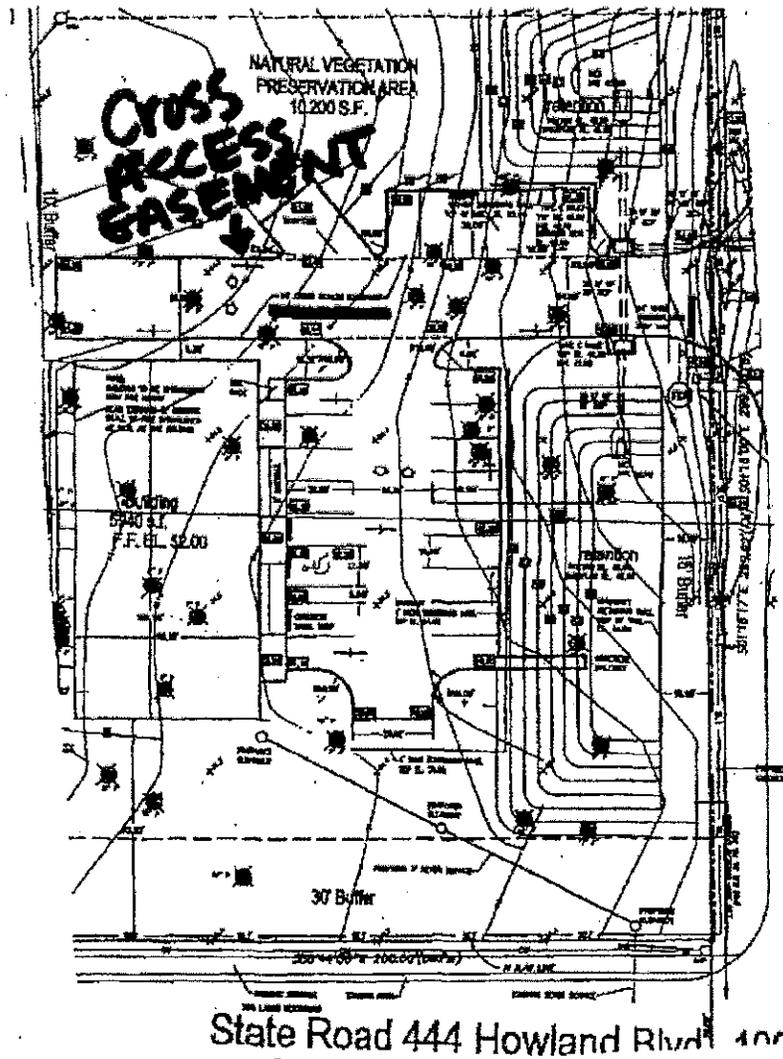
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Best Available Image

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Diane H. Kartousek
Volusia County, Clerk of Court

EXHIBIT B

Cross Access Easement Area



**CITY OF DELTONA
FINAL SITE PLAN DEVELOPMENT ORDER
FOR CENTURY 21 BUILDING
LOCATED AT 3140 HOWLAND BOULEVARD**

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

09/11/2006 12:03 PM
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- A. FILE NO.:** SP05-017
- B. NAME OF RECIPIENT:** Joe Napolitano and Mary Scaggs
- C. ADDRESS/TELEPHONE NO:** 1642 N. Volusia Ave. Suite 101
Orange City, FL. 32763
- D. DESCRIPTION OR TYPE OF AUTHORIZED DEVELOPMENT:** Final Site Plan for a 5,927 square feet real estate building, providing 23 parking spaces and retention ponds, with one full access driveway connection to Roseapple Avenue, all located on 1.37 acre parcel.
- E. FINDINGS AND CONCLUSIONS:**
1. Application received on: May 26, 2005
 2. Deemed complete on: June 29, 2005
 3. Approved by DRC on: December 8, 2005 with conditions and on May 25, 2006 with conditions.
 4. Planning & Zoning Board Hearing held on: August 16, 2006
 5. The authorized development is found to be consistent with all applicable provisions of the Comprehensive Plan and the Land Development Code when the Conditions of Approval (Item G), if any, are met.
- F. TIME LIMIT:** This Development Order shall be valid for a period of twenty – four (24) months. Authorized development must commence on or before August 31, 2008, and continue in good faith thereafter.
- G. CONDITIONS OF APPROVAL:**
1. The Owner/developer shall submit "As-Built" landscape and irrigation plan to the City of Deltona for review and approval before a final building permit inspection shall be released.
 2. Tap the 8" main for the fire line using an 8" X 6" tapping saddle and 6" tapping valve.

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3. The 1" potable water service should be tapped off the 6" fire line on same side as the meter set.

4. Provide a detail for the double check detector assembly with the building permit.

5. Before the clearing of the site commences the owner/developer shall contact Lisa Wargo at 386-561-2100 forty-eight hours in advance of scheduled clearing to arrange for a site inspection to verify the proper installation of tree protection barriers, silt fences and other best management protection devices.

H. CERTIFICATE OF CONCURRENCY: Concurrency requirements pursuant to the City's Comprehensive Plan and Land Development Code have been reviewed and determined to be sufficient. The Certificate of Concurrency is incorporated into this Development Order by reference and shall remain valid for the duration of this Order. However, concurrency is not vested, and should the project fail to meet concurrency requirements at the time a building permit application is made, the permit may not be issued.

I. LIMITATIONS:

1. This Development Order authorizes development within the City of Deltona as specified herein. Any and all development undertaken pursuant to this Order shall be in strict conformance with the approved Application for Development Approval and associated Final Site Plan(s). Any deviation from or modifications of the development authorized by this Order requires additional reviews and approvals.
2. This Development Order does not confer vested rights to development after the expiration date specified herein. This Order authorizes the issuance of permits and is not a substitute for any required permit. This Order does not eliminate or substitute for obligations for compliance with all applicable City codes or ordinances, or for compliance with any other required federal, state, regional or local permits.
3. This Order provides authorization to the recipient or the recipient's authorized agent to apply for building construction permits from the Department of Construction Services but does not in and of itself authorize building construction.

2

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4. No vertical construction or storage of combustible material on site shall be permitted until fire hydrants are installed, inspected, flow tested and approved by the Deltona Fire Department. Fire Flows shall be conducted during peak demand hours as determined by the fire department.
5. A water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material accumulates. There shall be no delay in the installation of fire protection equipment. (See A-6-2.2 of NFPA 241.) (241:6-7.2.1)
6. The Deltona Fire Department is to be notified to witness tapping of water lines for hydrants and the inspection of hydrant connections and piping. All hydrants shall meet the city's specifications.
7. Where underground water mains and hydrants are to be provided, they shall be installed, completed, and in service prior to any construction work. (241:6-7.2.2)
8. Buildings undergoing construction, alteration, or demolition operations, shall comply with this chapter and NFPA 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations.
9. In buildings under construction, adequate escape facilities shall be maintained at all times for the use of construction workers. Escape facilities shall consist of doors, walkways, stairs, ramps, fire escapes, ladders, or other approved means or devices arranged in accordance with the general principles of NFPA 101, Life Safety Code, insofar as they can reasonably be applied to buildings under construction.
10. Prior to a Certificate of Occupancy being issued, the Fire Department shall determine if the accessibility for fire apparatus is met, as per the site plan, and any corrective measures necessary shall be completed prior to the issuance of a Certificate of Occupancy.
11. All Engineering Drawings Items Needed on Plans for Projects with NPDES Permits:

It will be the responsibility of the Contractor(s) to insure that all required permits are obtained and are in hand at the job site prior to commencement of construction.

3

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Contractor shall abide by all conditions contained therein. Permits included (but not necessarily limited to) are:

- Water Management District permits
- Local Right-of-Way use
- NPDES General Stormwater Permit

The Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPP) in accordance with the EPA NPDES (National Pollutant Discharge Elimination System) regulations prior to construction and submit a copy to the City NPDES Inspector. The Contractor must also prepare and submit a Notice of Intent (NOI) Form to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities (Generic Permit) to Florida Department of Environmental Protection and submit a copy of the NOI and acknowledgement letter from FDEP with Permit # to the City of Deltona NPDES Inspector prior to commencing construction.

NOI's must be sent to the following address:

NPDES Stormwater Notices Center (MSA2510)
 Florida Department of Environmental Protection
 600 Blair Stone Road
 Tallahassee, Florida 32399-2400

Copies for City of Deltona NPDES Inspector must be sent to the following address:
 NPDES Inspector
 201 Howland Blvd.
 Deltona, Florida 32738

All Contractors and subcontractors involved with Storm Water Pollution Prevention Plan shall obtain a copy of the SWPP and the State of Florida Generic Permit and become familiar with their contents.

The Contractor must maintain all weekly *monitoring reports* per general conditions of Generic Permit and at end of project submit a copy of all monitoring reports to the City of Deltona NPDES Inspector within 14 business days.

The Contractor is to continually maintain, at his expense, any and all erosion prevention systems needed to insure that project construction will not cause any water quality degradation or violations to on-site or off-site properties, waterbodies, ponds, lakes, or wetlands. The Contractor is responsible for meeting SJRWMD Permit Conditions, NPDES Stormwater Generic Permit conditions and City of Deltona regulations. Best Management Practices (BMP's) and controls shall conform to Federal, State and local requirements or manual of practice, as applicable. Contractor shall implement additional controls as directed by permitting agency or owner.

All Stormwater Pollution Prevention measures presented on plans, and in the Stormwater Pollution Prevention Plan (SWPP), shall be initiated as soon as practicable.

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Page: 4791
Diane H. Matousek
Volusia County, Clerk of Court

All measures stated on the Erosion and Sediment control plan and in the Stormwater Pollution Prevention Plan (SWPP), shall be maintained in fully functional condition until no longer required for a completed phase of work or final stabilization of the site.

During construction, no direct discharge of unfiltered water to downstream receiving waters will be allowed. The Contractor is responsible for maintaining water quality and shall route discharge water in such a manner as to adequately remove silt prior to runoff from site.

The limits of disturbance have been provided to the contractor on the construction plan. Unless otherwise directed by the owner or engineer, the contractor is expected to contain all construction activities within these limits. At no time shall the contractor disturb surrounding properties or travel on surrounding properties without written consent from the property owner. Any repair or reconstruction of damaged areas in surrounding properties shall be repaired by the contractor on an immediate basis. All repairs shall be the responsibility of the contractor and no extra compensation shall be provided.

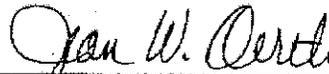


Don Sikorski, Interim Director
Department of Development Services

8/14/06
Date Approved

STATE OF FLORIDA
COUNTY OF VOLUSIA

The forgoing instrument was acknowledged before me this 17th day of August, 20 06, by Don Sikorski, Interim Director of Development Services, who is personally known to me and who did not take an oath.



Notary Public Signature

(Notary Stamp)



Jean W. Oertli
Commission # DD336872
Expires July 17, 2008
Download True File - FreePress, Inc. 800-365-7979

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

08/24/2012 11:52 AM
Instrument# 2012-153095 # 1
Book : 6751
Page : 207

**AMENDED AND RESTATED DEVELOPER'S AGREEMENT
INCLUDING GRANT OF CROSS ACCESS EASEMENT**

THIS AMENDED AND RESTATED DEVELOPER'S AGREEMENT INCLUDING GRANT OF CROSS ACCESS EASEMENT (this "**Agreement**") is entered into and made as of the 22 day of August, 2012, by and between the **CITY OF DELTONA, FLORIDA** (hereinafter referred to as "**City**"), and **J & M PROPERTIES, LLC**, a Florida limited liability company, with a mailing address of 2100 Wiggle Farms Road, Deltona, Florida 32725 (hereinafter referred to as "**Owner/ Developer**").

WITNESSETH

WHEREAS, City and Joe Napolitano, a managing member of Owner/Developer, entered into that certain Developer's Agreement and Grant Cross Access Easement For Century 21 Office Building Located at 3140 Howland Boulevard, dated as of August 7, 2006, and recorded in Official Records Book 5910, Page 4792, of the Public Records (the "**Public Records**") of Volusia County, Florida (the "**Original Agreement**"); and

WHEREAS, subsequent to the recordation in the Public Records of the Original Agreement, the development of the Subject Property (as defined herein) has been modified requiring modifications to the Original Agreement; and

WHEREAS, accordingly, City and Owner/Developer wish to amend and restate the Original Agreement so that, from and after the date hereof, this Agreement shall replace the Original Agreement in its entirety and reflect the development modifications; and

WHEREAS, Owner/Developer warrants that it holds legal title to the Subject Property described in Paragraph 2 below and that the holders of any and all liens and encumbrances

affecting the Subject Property will subordinate their interests to this Agreement; and

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

WHEREAS, the Subject Property fronts upon Howland Boulevard, a County Thoroughfare and Roseapple Avenue, a local City road and City, after consideration of certain traffic problems, has delineated certain requirements related to ingress and egress from the Subject Property and other adjacent properties in the area; and

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

WHEREAS, Owner/Developer has sought City's approval for plans to develop the Subject Property, and City has conditionally approved a site plan on August 6, 2012, subject to the covenants, restrictions and easements offered by Owner/Developer and contained herein.

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

1. **Incorporation**. The recitals herein contained are true and correct and are incorporated herein by reference.
2. **Ownership**. Owner/Developer represents that it is the present owner of the following described property (the "**Subject Property**"): See **Exhibit "A"** attached hereto and made a part hereof.

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

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

5. **Grant of Cross Access Easement.** Owner/Developer hereby grants, conveys and assigns to City a full, free and non-exclusive right to travel, enter, exit, pass and/or repass, with or without vehicles, upon, over and across any portion of that certain easement area more particularly depicted in **Exhibit "B"** attached hereto and made a part hereof (the "**Easement**").

6. **Purpose of the Easement.** The purpose of the Easement described in Paragraph Five (5) above is to provide access to and from the Subject Property and the property to the west as shown on the approved site plan. It is the design and intention of City to connect the adjacent properties so as to limit the number of access points to one (1).

7. **Implementation of the Easement.** It is specifically acknowledged and agreed by and between the parties hereto that City shall be entitled, but shall not be required, to implement the Easement area, as described in Paragraph Five (5) above, for the benefit of those desiring to access the Subject Property or adjacent or connected properties for the purpose of utilizing the

facilities or development thereon. City shall be entitled to connect the Easement area to any other easement areas, rights-of-way or such other transportation facilities as City shall determine at locations consistent with the approved site plan.

8. **Construction, Installation and Maintenance of the Easement.** At such time as Owner/Developer grants, conveys and assigns to City the Easement area described in Paragraph 5 above, it shall be the obligation of Owner/Developer to construct, install and maintain the paved surfaces and other improvements on the Easement area so as to reasonably implement and facilitate the use of the Easement area for the Easement purposes stated herein.

9. **Curb Cuts.** Currently, the Subject Property has one curb cut location to Roseapple Avenue and one curb cut location to Howland Boulevard. Any future development of the adjacent property located to the west of the Subject Property will be required to access their property through the established Easement. Said future development shall have no right to a new curb cut on the Subject Property. However, in the event and at such time as City shall determine in its reasonable discretion to relocate either of the curb cuts from the Subject Property to the adjacent property located to the west, then Owner/Developer shall pay its share of the costs to reestablish the Easement and appropriately restore (including, but not limited to, the installation of sidewalks) and landscape, those portions of the Easement located on the Subject Property, according to City's specifications. At this time, Owner has installed and agrees to maintain the Easement as indicated in **Exhibit "B"** of this document. Any future development connecting to the Easement, as it is designed in **Exhibit "B"**, will be required to install the new connection at their own expense.

10. **Development Standards.**

- A. Owner/Developer agrees to construct a five (5) feet wide sidewalk along Roseapple Avenue and said sidewalk shall extend past the northern property line to Boxelder Street. Owner/Developer shall be reimbursed for the construction of the sidewalk north of their property line in impact fee credits. The portions of the sidewalk located in front of the property area shall be constructed at Owner/Developer's sole cost and expense (approximately 300 feet).
- B. Owner/Developer shall provide signed and sealed construction cost estimates for the construction of the sidewalk north of the property and documentation of the actual construction costs for reimbursement in impact fee credits.
- C. Any future connection to the Easement shall be at the expense of the adjacent property owner. However, Owner/Developer agrees to allow the adjacent property owner to connect without reimbursement.
- D. Any future expansion of the site shall require approval of a final site plan, pursuant to Chapter 74, Deltona Code of Ordinances.
- E. The issuance of a City Use Permit along Roseapple Avenue shall enable Owner/Developer to override the one (1) foot non-vehicular access easement located along the eastern boundary line of the Subject Property.

11. **Obligations.** Should Owner/Developer fail to undertake and complete its obligations as described in this Agreement, to City's specifications, then City shall give Owner/Developer thirty (30) days' written notice to commence and ninety (90) days to complete

said required obligation. If Owner/Developer fails to complete the obligations within the ninety (90) day period, then City, without further notice to Owner/Developer, or its successors in interest, may without prejudice to any other rights or remedies it may have, perform any and all of the obligations described in this Agreement. Further, City is hereby authorized to assess the actual and verified cost of completing the obligations required under this Agreement against the Subject Property. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to City's said liens or assessments. Notice to Owner/Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the above-mentioned address.

12. **Enforcement.** In the event that enforcement of this Agreement by City becomes necessary, and City is successful in such enforcement, Owner/Developer shall be responsible for all costs and expenses, including attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement which costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to City, the recording of this Agreement shall constitute a lien upon the property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of eighteen percent (18%) compound annually or at the maximum rate allowed by law whichever is lower.

13. **Indemnification.** Owner/Developer shall indemnify and hold harmless City from

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

14. **Site Plan Approval.** The site plan approval for the Subject Property, given at the regular meeting of the Development Review Committee on June 26, 2012, is specifically incorporated into this Agreement by reference for the purpose of clarifying boundaries, locations, areas and improvements described in this Agreement, and all development shall be in accordance with and subject to the terms of the said site plan approval of plans, as revised, dated July 17, 2012.

15. **Compliance.** Owner/Developer agrees that it, and its successors and assigns, will abide by the provisions of this Agreement, City's Comprehensive Plan, and City's Land Development Code, including, but not limited to, the site plan regulations of City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by Owner/Developer, or its successors and assigns, in accordance with City's Land Development Code. City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, certificates of occupancy or approvals, and may

terminate sewer and/or water services to the Subject Property should Owner/Developer fail to comply with the terms of this Agreement.

16. **Utility Easements.** Owner/Developer shall provide to City such easements and other legal documentation, in form mutually acceptable to the City Attorney and Owner/Developer, as City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including, but not limited to, sewer, potable water and reclaimed water services, electric, cable, fire protection and telecommunications, provided, however, such easements shall not materially interfere with Owner/Developer's use and enjoyment of the Subject Property.

17. **Notices.** Where notice is herein required to be given, it shall be by certified mail, return receipt requested, addressee only, hand delivery or courier. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

**J & M Properties, LLC
2100 Wiggley Farms Road
Deltona, Florida 32725
Attention: Joe Napolitano
Telephone: 386-804-2248**

CITY'S REPRESENTATIVES:

**Chris Bowley, AICP
Planning & Development Services Director
2345 Providence Boulevard
Deltona, Florida 32725
Telephone: (386) 878-8600
Facsimile: (386) 878-8601**

**Gretchen "Becky" Vose
City Attorney
2345 Providence Boulevard**

Deltona, Florida 32725
Telephone: (386) 878-8870
Facsimile: (386) 878-8871

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

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

19. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of Owner/Developer and its assigns and successors in interest, and City and its assigns and successors in interest. Owner/Developer agrees to pay the cost of recording this document in the Public Records, and shall reimburse City for the preparation of this Agreement in such amount to be determined by City. This Agreement does not, and is not intended to, prevent or impede City from exercising its legislative authority as the same may affect the Subject Property.

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

IN WITNESS WHEREOF, Owner/Developer and City have executed this Agreement as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

OWNER/DEVELOPER

J & M PROPERTIES, LLC, a Florida
limited liability company

[Signature]
Signature of Witness # 1

Karen R. Underhill
Print or type name

[Signature]
Signature of Witness #2

Michelle C. Antalik
Print or type name

By: [Signature]
Name: Joseph Napolitano
Title: Managing Member

ATTEST:

Signature

Print or Type Name

AS:

Mailing Address: _____

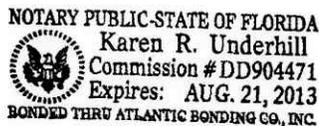
STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 13 day of August,
2012, by Joseph Napolitano and _____, of J & M
PROPERTIES, LLC, a Florida limited liability company, who is/are personally known to me or
who has/have produced N/A as identification and
who did not (did) take an oath.

[Signature]
Signature of Notary

(NOTARY SEAL)

Karen R. Underhill
Print or type name



Item 8A

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ACCEPTED FOR THE CITY OF DELTONA

By: WA Denny, Deputy City Mgr for
FAITH MILLER, CITY MANAGER

Date: 8-22-12

ATTEST:

Joyce Kent
JOYCE KENT, CMC, City Clerk

Date: 8.22.12

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of August, 2012, by FAITH MILLER, CITY MANAGER and JOYCE KENT, City Clerk of the CITY OF DELTONA, FLORIDA, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Deltona, Florida.

Traci Houchin
Signature of Notary

Traci Houchin
Print or type name

(NOTARY SEAL)



Item 8A

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EXHIBIT "A"

LEGAL DESCRIPTION

Begin at the Northwest corner of the Northeast 1/4 of the Northwest 1/4, Section 8, Township 18 South, Range 31 East, Volusia County, Florida; thence run North 88°46'08" East 494.68 feet to the point of beginning; thence North 88°46'08" East 200 feet; thence South 01°16'00" East 299.05 feet to the North right-of-way line of State Road No. 444; thence South 88°44'00" West along said right-of-way line 200 feet; thence North 01°16'00" West 299.17 feet to the point of beginning.

PARCEL # 8108-00-00-0013

Item 8A

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EXHIBIT "B"

CROSS ACCESS EASEMENT AREA

Item 8A

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LEGAL DESCRIPTION OF CROSS ACCESS EASEMENT:

THE SOUTHERLY 74.30 FEET OF THE WESTERLY 40.00 FEET OF THE FOLLOWING PARCEL.

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, SECTION 8, TOWNSHIP 18 SOUTH, RANGE 31 EAST; THENCE RUN NORTH 88 DEGREES 46 MINUTES 08 SECONDS EAST 294.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88 DEGREES 46 MINUTES 08 SECONDS EAST 200 FEET; THENCE RUN SOUTH 01 DEGREES 16 MINUTES 00 SECONDS EAST 299.17 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 444; THENCE SOUTH 88 DEGREES 44 MINUTES 00 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 200 FEET; THENCE NORTH 01 DEGREES 16 MINUTES 00 SECONDS WEST 299.29 FEET TO THE POINT OF BEGINNING.

Item 8A

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AGENDA MEMO

TO: Mayor & City Commission

AGENDA DATE: 4/1/2013

FROM: William "Dave" Denny, Acting City Manager

AGENDA ITEM: 8 - B

SUBJECT: Public Hearing - Ordinance No. 02-2013, amends Chapter 102, *Signs*, and Chapter 70-30, *Definitions*, of the Code of Ordinances, to provide for amendments to Changeable Copy Signs and associated support definitions, at first reading.

LOCATION:

City-wide

BACKGROUND:

In June 2012, the City Commission adopted a new Sign Code through Ordinance No. 04-2012 as Chapter 102 of the Code of Ordinances. Within the amendment to Chapter 102, Section 102-102 was created to include Changeable Copy Signs as permissible signs for non-residential uses. Section 102-102(3) addresses electronic changeable copy display criteria. The proposed amendment is to alter the criteria in Chapter 102, *Signs*, and in Chapter 70-30, *Definitions*, as follows:

Chapter 102, *Signs*.

Section 102-1. Purpose and intent.

(a) The intent of this chapter is to ensure adequate means of communication through signage, while maintaining the attractive visual appearance within the City. By specifying criteria for all signage as stated herein, this chapter is intended to serve the following purposes.

(8) The full face of signs may be illuminated subject to the brightness standard established under section 102-102(a)(3) et.

Section 102-3. Prohibited Signs.

(6) Signs with visible moving, revolving, or rotating parts or visible mechanical movement of any description or other apparent visible movement achieved by electrical, electronic, or mechanical means, except for traditional barber poles and digital electronic changeable copy signs.

Section 102-102. Changeable copy signs.

(3) *Electronic changeable copy display* shall be subject to all applicable provisions within this section and Chapter as well as the following requirements:

a. The display screen shall be located on a lot, outside of public rights-of-way, along ~~allowed only on~~ arterial roadway frontages as described in the City of Deltona ~~e~~Comprehensive ~~p~~Plan, and shall not be oriented toward the vicinity of or directly face property used, planned, or zoned for residential purposes.

b. ~~The display screen must be integral to the design of the sign structure and shall not be the dominant element.~~ Any message or picture displayed shall be static in nature and shall not project continuous scroll, blink, flicker, flash, scintillate, or be otherwise animated, except for on digital electronic changeable copy signs. Transitions from one static image to the next shall appear to be instantaneous.

c. Copy change of the display screen shall not be more frequent than once per two (2)~~4~~ seconds. The use of background animation is allowed on digital electronic changeable copy signs where the foreground of the sign displays static images prior to transitioning to another static foreground image. Transitions from one static foreground image to another may also display frame effects that last no longer than two (2) seconds. The use of flashing, foreground animation, and full motion video on such signs is prohibited.

~~d. Any message or picture displayed shall be static in nature and shall not project continuous scroll, blink, flicker, flash, scintillate, or be otherwise animated. Transitions from one static image to the next shall appear to be instantaneous.~~

de. All electronic changeable copy signs shall come equipped with automatic dimming technology that automatically adjusts the sign's brightness in direct correlation with ambient light conditions.

ef. No electronic changeable copy sign shall exceed a brightness level of 0.3 foot candles above ambient light, as measured using a foot candle (Lux) meter at a preset distance depending on sign area, measured from a measuring distance calculated with the following formula: The square root of the product of the sign area multiplied by one-hundred.

Chapter 70-30, Definitions.

Changeable copy sign: Any sign that is designed so that characters, letters or illustrations can be changed or

rearranged without altering the face or the surface of the sign that also includes digital electronic changeable copy signs.

Electronic message center: a changeable copy face, lighted sign that flashes, moves and/or flashes to create an illusion of movement for the purposes of advertising, promotion or attention-getting, with or without copy (Similar to “Scoreboard or digital electronic changeable copy sign.”)

Frame effect: a visual effect on an electronic message center applied to a single frame to transition from one message to the next.

Full animation: The use of movement or some element thereof, to depict action or create a special effect or scene across the entire face of a sign and is also known as “background animation.”

Finally, the Planning and Zoning Board met on March 20, 2013, to review the ordinance and voted unanimously to recommend that the City Commission approve Ordinance No. 02-2013.

ORIGINATING DEPARTMENT:

Planning and Development Services

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

City Attorney, Planning Director, Building and Enforcement Services Director

STAFF RECOMMENDATION PRESENTED BY:

Chris Bowley, AICP, Director of Planning and Development Services - That the City Commission approve Ordinance No. 02-2013, amendments to Chapter 102, *Signs*, and to Chapter 70-30, *Definitions*, of the Code of Ordinances, to provide for amendments to Changeable Copy Signs and associated support definitions, at first reading.

POTENTIAL MOTION:

"I hereby move to approve Ordinance No. 02-2013, amendments to Chapter 102, *Signs*, and to Chapter 70-30, *Definitions*, of the Code of Ordinances, to provide for amendments to Changeable Copy Signs and associated support definitions, at first reading."

**AGENDA ITEM
APPROVED BY:**

William "Dave" Denny, Acting City
Manager

ATTACHMENTS:

- Ordinance No. 02-2013
- Exhibit A: Amendments to Chapter 102
- Exhibit B: Amendments to Chapter 70

ORDINANCE NO. 02-2013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, AMENDING THE CODE OF ORDINANCES BY REVISING AND RESTATING SECTION 102-1(A)(8), SECTION 102-3(A)(6), AND SECTION 102-102(A)(3) OF CHAPTER 102, SIGNS; PROVIDING REGULATIONS FOR DIGITAL ELECTRONIC CHANGEABLE COPY SIGNS; REVISING AND RESTATING CHAPTER 70 SECTION 30, DEFINITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Chapter 102 of the Code of Ordinances, City of Deltona, Florida, is hereby revised and restated to read, as described in **Exhibit A**, as follows:

Section 102-1(a)(8). Purpose and Intent. The full face of signs may be illuminated subject to the brightness standard established under section 102-102(a)(3)ef.

Section. 102-3(a)(6). Prohibited Signs. Signs with visible moving, revolving, or rotating parts or visible mechanical movement of any description or other apparent visible movement achieved by electrical, electronic, or mechanical means, except for traditional barber poles and digital electronic changeable copy signs.

Section 102-102(a)(3). Changeable copy signs.

a. The display screen shall be located on a lot, outside of public rights-of-way, along ~~allowed only on~~ arterial roadway frontages as described in the City of Deltona ~~e~~Comprehensive pPlan, and shall not be oriented toward the vicinity of or directly face property used, planned, or zoned for residential purposes.

b. ~~The display screen must be integral to the design of the sign structure and shall not be the dominant element.~~ Any message or picture displayed shall be static in nature and shall not project continuous scroll, blink, flicker, flash, scintillate, or be otherwise animated, except for on digital electronic changeable copy signs. Transitions from one static image to the next shall appear to be instantaneous.

c. Copy change of the display screen shall not be more frequent than once per two (2) 4 seconds. The use of background animation is allowed on digital electronic changeable copy signs where the foreground of the sign displays static images prior to transitioning to another static foreground image. Transitions from one static foreground

image to another may also display frame effects that last no longer than two (2) seconds. The use of flashing, foreground animation, and full motion video on such signs is prohibited.

~~d. Any message or picture displayed shall be static in nature and shall not project continuous scroll, blink, flicker, flash, scintillate, or be otherwise animated. Transitions from one static image to the next shall appear to be instantaneous.~~

de. All electronic changeable copy signs shall come equipped with automatic dimming technology that automatically adjusts the sign's brightness in direct correlation with ambient light conditions.

ef. No electronic changeable copy sign shall exceed a brightness level of 0.3 foot candles above ambient light, as measured using a foot candle (Lux) meter at a preset distance depending on sign area, measured from a measuring distance calculated with the following formula: The square root of the product of the sign area multiplied by one-hundred.

Example using a 12 square foot sign:

$$\text{Measurement Distance} = \sqrt{(12 \text{ Sq. Ft.} \times 100)} = 34.6$$

No electronic sign shall exceed an illumination of 1.0 foot candle as measured from any property line or edge of street, a standard consistent with Section 110-828(b)(2).

Section 2. Chapter 70, Section 30 of the Code of Ordinances, City of Deltona, Florida, is hereby revised and restated to read, as described in **Exhibit B**, as follows:

Changeable copy sign: *Any sign that is designed so that characters, letters or illustrations can be changed or rearranged without altering the face or the surface of the sign that also includes digital electronic changeable copy signs.*

Electronic message center: *a changeable copy face, lighted sign that flashes, moves and/or flashes to create an illusion of movement for the purposes of advertising, promotion or attention-getting, with or without copy (Similar to "Scoreboard or digital electronic changeable copy sign.")*

Frame effect: *a visual effect on an electronic message center applied to a single frame to transition from one message to the next.*

Full animation: *The use of movement or some element thereof, to depict action or create a special effect or scene across the entire face of a sign and is also known as "background animation."*

City of Deltona, FL
Ordinance No. 02-2013
Page 2 of 2

Section 3. Effective Date. This Ordinance shall take effect immediately upon its final adoption by the City Commission.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF
DELTONA, FLORIDA THIS _____ DAY OF _____, 2012.**

First Reading: _____

Advertised: _____

Second Reading: _____

BY: _____

JOHN C. MASIARCZYK, SR., Mayor

ATTEST:

JOYCE RAFTERY, City Clerk

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

GRETCHEN R.H. VOSE, City Attorney

EXHIBIT A

CHAPTER 102. SIGNS.

Sec. 102-1. Purpose and intent.

- (a) The intent of this chapter is to ensure adequate means of communication through signage, while maintaining the attractive visual appearance within the City. By specifying criteria for all signage as stated herein, this chapter is intended to serve the following purposes.
 - (8) The full face of signs may be illuminated subject to the brightness standard established under section 102-102(a)(3)ef.

Sec. 102-3. Prohibited Signs

- (a) It shall be unlawful to erect, cause to be erected, maintain or cause to be maintained, any sign described as follows:
 - (6) Signs with visible moving, revolving, or rotating parts or visible mechanical movement of any description or other apparent visible movement achieved by electrical, electronic, or mechanical means, except for traditional barber poles and digital electronic changeable copy signs.

Sec. 102-102. Changeable copy signs.

- (a) Changeable copy signs shall be regulated under the following guidelines.
 - (3) *Electronic changeable copy display* shall be subject to all applicable provisions within this section and Chapter as well as the following requirements:
 - a. The display screen shall be located on a lot, outside of public rights-of-way, along ~~allowed only on~~ arterial roadway frontages as described in the City of Deltona eComprehensive pPlan, and shall not be oriented toward the vicinity of or directly face property used, planned, or zoned for residential purposes.
 - b. ~~The display screen must be integral to the design of the sign structure and shall not be the dominant element.~~ Any message or picture displayed shall be static in nature and shall not project continuous scroll, blink, flicker, flash, scintillate, or be otherwise animated, except for on digital electronic changeable copy signs. Transitions from one static image to the next shall appear to be instantaneous.
 - c. Copy change of the display screen shall not be more frequent than once per two (2) 4 seconds. The use of background animation is allowed on digital electronic

changeable copy signs where the foreground of the sign displays static images prior to transitioning to another static foreground image. Transitions from one static foreground image to another may also display frame effects that last no longer than two (2) seconds. The use of flashing, foreground animation, and full motion video on such signs is prohibited.

- d. ~~Any message or picture displayed shall be static in nature and shall not project continuous scroll, blink, flicker, flash, scintillate, or be otherwise animated. Transitions from one static image to the next shall appear to be instantaneous.~~
- de. All electronic changeable copy signs shall come equipped with automatic dimming technology that automatically adjusts the sign's brightness in direct correlation with ambient light conditions.
- ef. No electronic changeable copy sign shall exceed a brightness level of 0.3 foot candles above ambient light, as measured using a foot candle (Lux) meter at a preset distance depending on sign area, measured from a measuring distance calculated with the following formula: The square root of the product of the sign area multiplied by one-hundred.

Example using a 12 square foot sign:

$$\text{Measurement Distance} = \sqrt{(12 \text{ Sq. Ft.} \times 100)} = 34.6$$

No electronic sign shall exceed an illumination of 1.0 foot candle as measured from any property line or edge of street, a standard consistent with Section 110-828 (b) (2).

EXHIBIT B**SECTION 70-30. DEFINITIONS.**

Changeable copy sign: Any sign that is designed so that characters, letters or illustrations can be changed or rearranged without altering the face or the surface of the sign that also includes digital electronic changeable copy signs.

Electronic message center: a changeable copy face, lighted sign that flashes, moves and/or flashes to create an illusion of movement for the purposes of advertising, promotion or attention-getting, with or without copy (Similar to “Scoreboard or digital electronic changeable copy sign.”)

Frame effect: a visual effect on an electronic message center applied to a single frame to transition from one message to the next.

Full animation: The use of movement or some element thereof, to depict action or create a special effect or scene across the entire face of a sign and is also known as “background animation.”



AGENDA MEMO

TO: Mayor & City Commission

AGENDA DATE: 4/1/2013

FROM: William "Dave" Denny, Acting City Manager

AGENDA ITEM: 9 - A

SUBJECT: Request for approval of an Interlocal Agreement with the Cities of DeLand, Deltona and Orange City to provide reciprocal fire, rescue, emergency medical aid and emergency management assistance.

LOCATION:

Within the boundaries of Deltona, DeBary, Orange City and DeLand.

BACKGROUND:

The Cities of DeLand, Deltona and Orange City desire to enter into an Interlocal Agreement to provide reciprocal fire, rescue, emergency medical aid and emergency management assistance on an automatic aid response basis utilizing the appropriate, closest-unit equipment and personnel to provide services to their citizens and visitors.

This agreement permits the three municipalities and the City of DeBary through contract services for fire protection with Orange City to respond to incidents outside of each party's jurisdiction without a specific request or when all resources have been expended.

Currently the City has an Automatic Aid and Closest-unit Response Agreement with Orange City which does not include the boundaries of the City of DeBary and has no agreement with the City of DeLand. This agreement will solidify the working relationship between these municipalities and provide seamless services for fire, rescue, emergency medical and emergency management.

Services for fire, rescue, emergency medical and emergency management are routinely provided back and forth between municipalities to provide seamless services to the citizens and visitors of these cities. Although a countywide Mutual Aid Agreement is in force, specifics of that agreement dictate that the requesting agency must exhaust all of its assets before requesting assistance from outside agencies. This Automatic Aid / Closest-unit Response Agreement

permits the provision of these services between the identified areas in Attachment "A" without each agency depleting its resources and allows for true closest-unit response enhancing response by providing the closest, most appropriate unit to respond to the request for assistance.

ORIGINATING DEPARTMENT:

Fire Administration

SOURCE OF FUNDS:

N/A

COST:

N/A

REVIEWED BY:

Fire Chief, City Attorney, Finance Director

STAFF RECOMMENDATION PRESENTED BY:

Fire Chief Robert Staples, Fire Department - to approve the City of Deland/City of Deltona/City of Orange City Automatic Aid Interlocal Agreement as presented.

POTENTIAL MOTION:

"I move to approve the City of Deland/City of Deltona/City of Orange City Automatic Aid Interlocal Agreement as presented."

AGENDA ITEM APPROVED BY:

William "Dave" Denny, Acting City Manager

ATTACHMENTS:

- DeLand Deltona Orange City Autoaid Agreement
- DeLand FD Response Map
- Orange City FD Response Map
- Deltona FD Response Map

**CITY OF DELAND/ CITY OF DELTONA/CITY OF ORANGE CITY
AUTOMATIC AID INTERLOCAL AGREEMENT**

This Interlocal Agreement (hereinafter referred to as the “Agreement”) is made and entered into by and between the City of DeLand, a Florida municipal corporation with a business address of 120 South Florida Avenue, DeLand, Florida 32720, the City of Deltona, a Florida municipal corporation, with a business address of 2345 Providence Boulevard, Deltona, Florida 32725, and the City of Orange City, a Florida municipal corporation, with a business address of 205 East Graves Avenue, Orange City, Florida 32763 (referred to herein collectively as the “Parties” and each of them individually as a “Party”).

WHEREAS, it is beneficial to the public for local governments to work together in a spirit of harmony and cooperation; and

WHEREAS, the Parties have the lawful right and power to enter into this Agreement; and

WHEREAS, the Parties desire to protect the health, safety and welfare of the citizens of their respective jurisdictions; and

WHEREAS, each of the Parties presently maintain and operate their own separate fire departments with firefighting and emergency medical equipment and personnel; and

WHEREAS, the Parties recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of the general public, and that this Agreement is authorized by and entered into pursuant to Chapter 163, Florida Statutes.

NOW THEREFORE, it is agreed by and between the Parties that each of the Parties shall assist the other pursuant to the following stipulations, provisions and conditions, to wit:

SECTION 1. RECITALS The foregoing recitals are true and correct and form a

material part of this Agreement upon which the Parties have relied.

SECTION 2. PURPOSE AND INTENT OF AGREEMENT. The purpose of this Agreement is to provide for reciprocal fire, rescue, emergency medical aid and emergency management assistance on an automatic aid response basis utilizing the appropriate types of equipment and personnel (hereinafter referred to as “Units”) nearest to the incident.

SECTION 3. RESPONSE TO CALLS WITHIN THE AUTOMATIC AID RESPONSE AREAS. In lieu of specific requests for assistance, each of the Parties’ fire departments may respond to incidents outside of a particular Party’s jurisdiction in one or more defined geographic areas, which area or areas shall be established by the Fire Chiefs for each of the Parties (hereinafter referred to as an “Autoaid Area”). The Autoaid Areas are depicted in the attached Exhibit “A”. Any changes to any Autoaid Area shall be made only upon the written authorization of the Fire Chiefs of each of the Parties.

SECTION 4. OFFICER-IN-CHARGE. If the first due Unit is responding to an incident pursuant to this Agreement, which incident is outside the said first due Unit’s normal area of responsibility within its respective jurisdiction, then the officer-in-charge of the first due Unit shall take command of the incident until relieved by a superior officer or by personnel from the Party in whose jurisdiction the incident is located.

SECTION 5. DUTIES AND LEVEL OF SERVICE. The following conditions shall apply to the provision of services by personnel from each of the Parties pursuant to this Agreement:

a. No employee, officer or other personnel or representative from any Party shall perform any function or service which is not within the normal scope of duties and

responsibilities for that particular employee, officer, personnel or representative.

b. The rendering of services by, the standards of performance from, and the discipline of, officers and personnel from each of the Parties, and all other matters incident to the performance of services and control of personnel pursuant to this Agreement, shall remain the sole right and responsibility of the Party employing said officers and employees.

c. Disputes or disagreements as to the level of services and standards of performance required of any Party shall be reported to the Fire Chief of that Party.

d. The decision of the Fire Chief of each of the Parties, or his or her duly authorized representative, shall be final and conclusive as to the level of services or standards of performance required of that Party's officers, employees and other personnel.

SECTION 6. EMPLOYEE STATUS. Personnel employed by any particular Party who perform services outside of their respective jurisdictions pursuant to this Agreement, shall have no claim against either of the other Parties for any pension benefits, workers' compensation benefits, civil service benefits, or any other privilege or benefits provided by law or otherwise.

SECTION 7. LIABILITIES AND RESPONSIBILITY OF PARTIES. The following conditions shall apply to the provision of services pursuant to this Agreement:

a. Nothing in this Agreement shall be deemed to cause any Party to assume any liability for the acts or omissions of the officers, employees or any other personnel of any other Party.

b. Nothing in this Agreement shall be deemed to be a waiver of, or to otherwise affect any of the privileges or immunities from liability, exemptions from laws, ordinances or

rules, or any of the pension, disability, workers' compensation or other benefits which each of the Parties and their respective officers, employees and other personnel enjoy by operation of law, contract or otherwise.

c. Except as herein otherwise provided, all liability for injury or death to personnel, and for loss of or damage to equipment, shall be borne by the Party employing such personnel or owning such equipment, and all Parties shall carry sufficient insurance, or shall otherwise be sufficiently self-insured to cover all such liabilities and damages for themselves.

d. The cost of personnel, the cost of fuel and other expendable supplies, and any other cost incurred by any Party in providing services pursuant to this Agreement, shall be borne by the Party incurring such cost, and no Party shall be entitled to reimbursement from any other Party for any such cost.

SECTION 8. CONFLICT RESOLUTION. In the unlikely event that a dispute arises regarding this Agreement, the Fire Chiefs for each of the Parties, shall first attempt to resolve the said dispute. In the event that the Fire Chiefs are unable to resolve the dispute, then the matter shall be forwarded to the City Managers for each of the respective Parties, who shall then attempt to resolve the dispute. If the City Managers are unable to resolve the dispute, then all of the Parties shall enter into formal mediation. In the event that formal mediation cannot finally resolve the dispute, the Parties are then free to avail themselves of any remedy available at law or equity under the laws of the State of Florida.

SECTION 9 TERM OF CONTRACT AND TERMINATION. This Agreement shall commence on the date executed by the last of the Parties hereto and shall continue for five (5) years thereafter. This Agreement shall automatically renew for one (1) additional five (5) year period. Any Party may terminate this Agreement prior to its stated expiration date by giving

both of the other Parties at least one (1) year's advance written notice.

SECTION 10. NOTICES. All notices required by this Agreement, or any notice sent pursuant to this Agreement, shall be sent by certified first class mail to the Fire Chief for the respective Party, except that a notice of cancellation pursuant to Section 9 shall also be delivered by certified mail, return receipt requested, to the City Manager of each of the Parties.

*** The remainder of this page intentionally left blank ****

*** Signature pages on three separate following pages ***

Approved by the City of DeLand this __ day of _____, 2012.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Approved by the City of Deltona this __ day of _____, 2012.

John C. Masiarczyk, Sr., Mayor

ATTEST:

Faith G. Miller, City Manager

APPROVED AS TO FORM AND LEGALITY:

Gretchen R. H. Vose
City Attorney

Approved by the City of Orange City this __ day of _____, 2012.

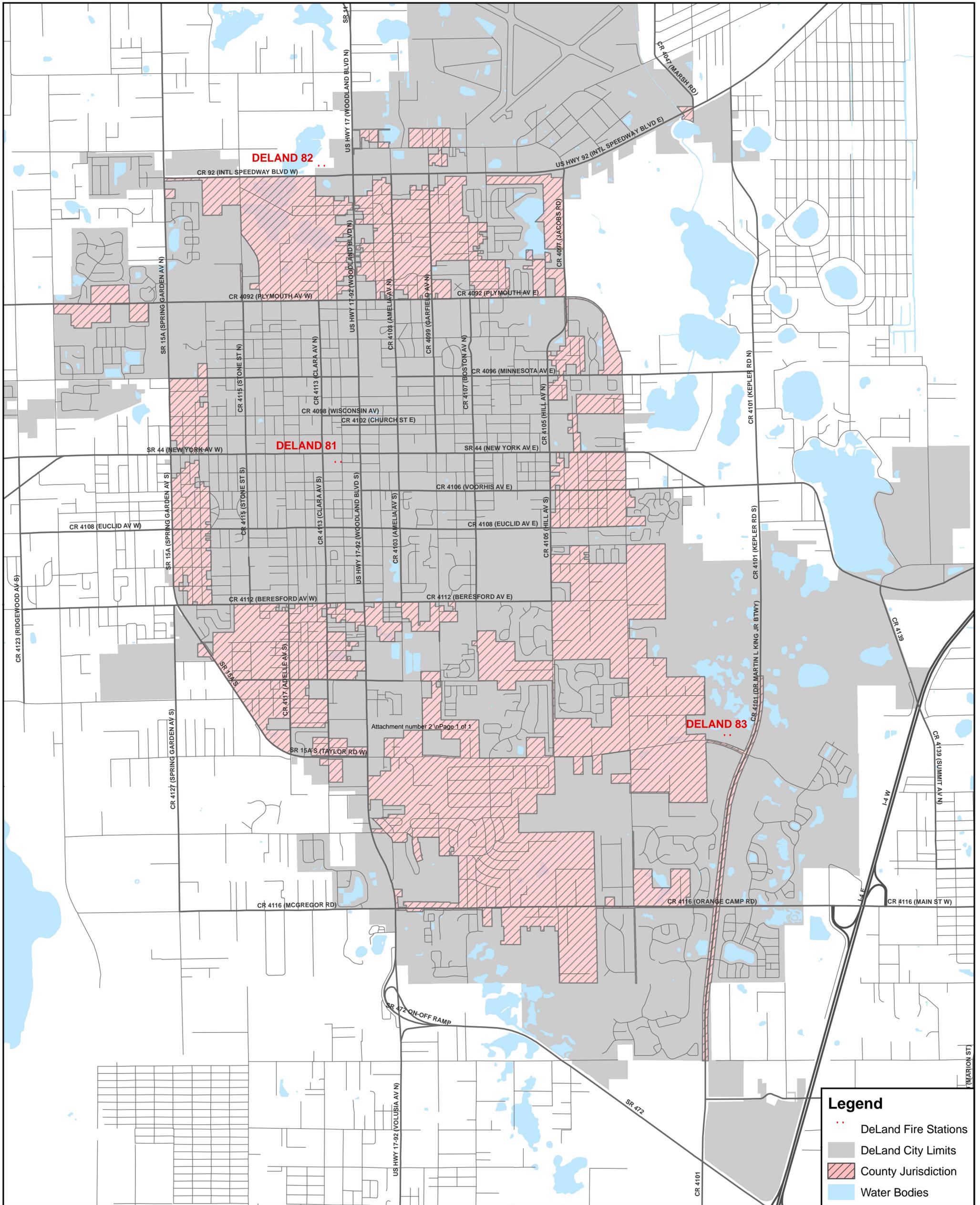
Tom Laputka, Mayor

ATTEST:

Jamie Croteau, City Manager

APPROVED AS TO FORM AND LEGALITY:

William E. Reischmann, Jr.
City Attorney



Sources: Volusia County GIS
City of DeLand Planning Dept.

This map is a graphic representation and is not intended to be used for any engineering or surveying purposes. The City of DeLand is not liable for any decisions made on the basis of this map or on the information contained within the map.

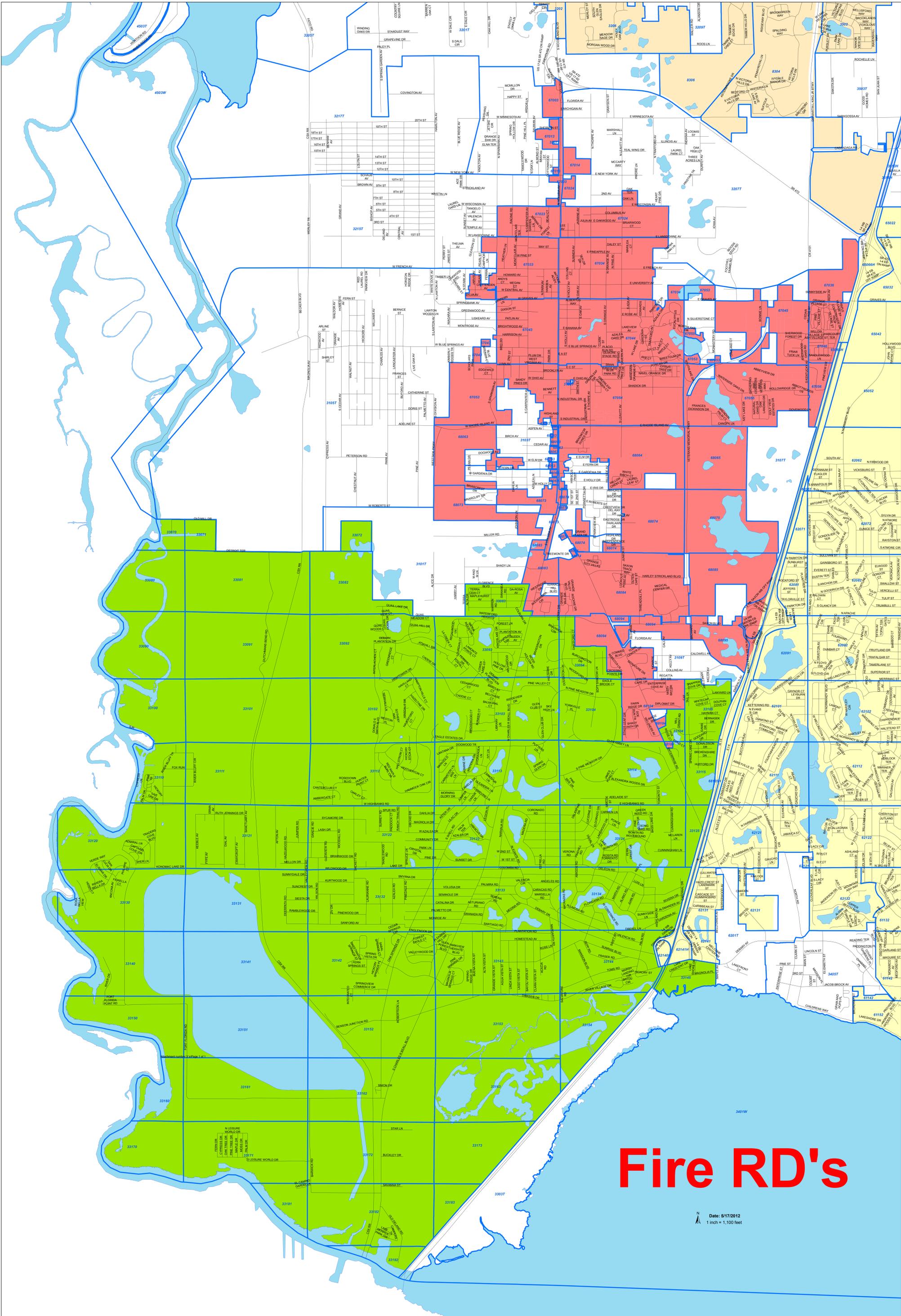
Prepared by: City of DeLand Planning Dept.
May 29, 2012

City of DeLand Fire Response Areas

- Legend**
- DeLand Fire Stations
 - DeLand City Limits
 - County Jurisdiction
 - Water Bodies

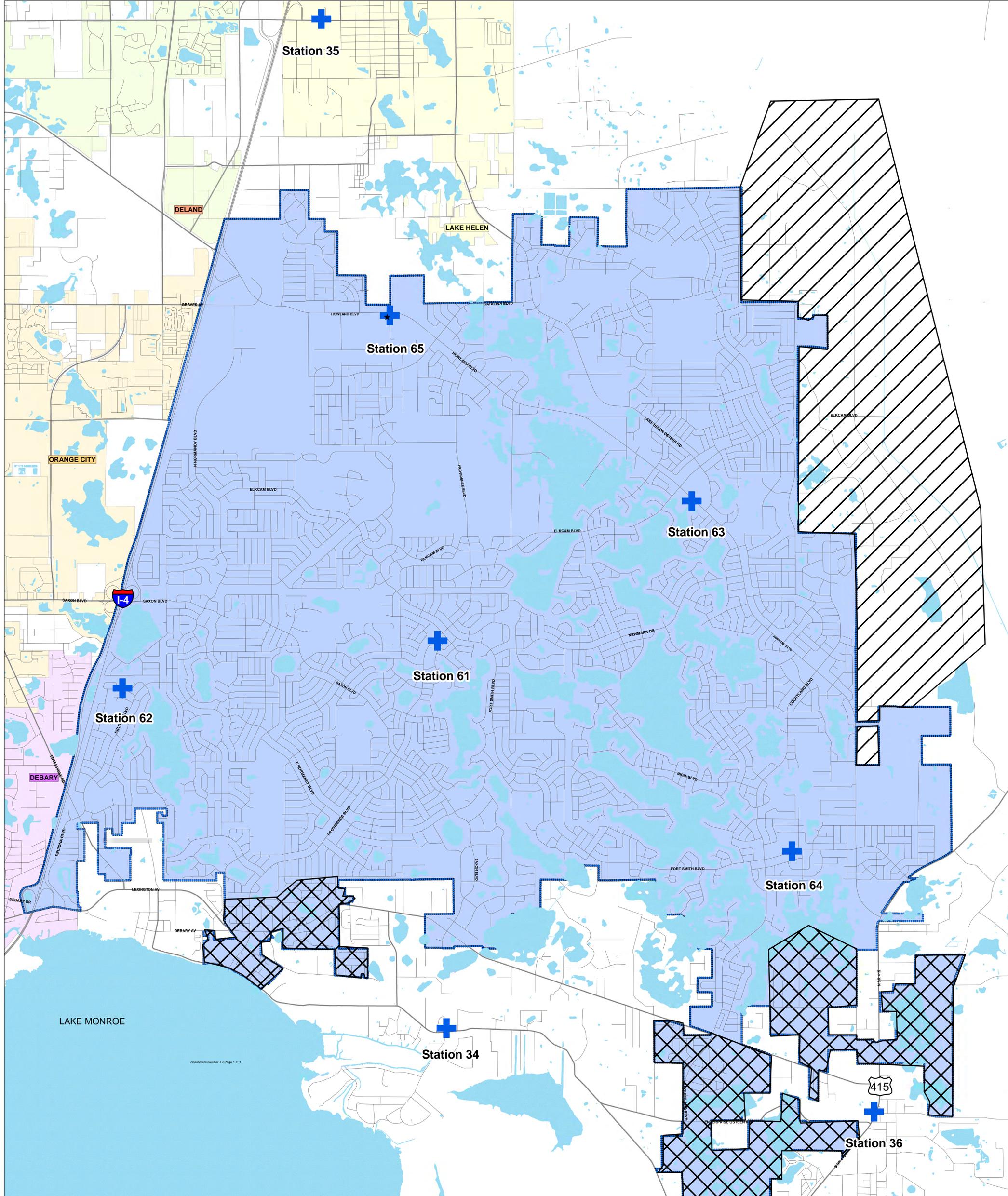
+

Scale: 1:24,000
1 inch = 2,000 feet



Fire RD's

N
 Date: 5/17/2012
 1 inch = 1,100 feet



FIRE STATION RESPONSE 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

CREATED: 06/22/2012

APPROVED BY: CHRIS BOWLEY, AICP
DIRECTOR PLANNING AND DEVELOPMENT SERVICES

Legend

- FIRE STATIONS
- Lakes
- City Boundary
- Service Area 1
- Service Area 2

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

0 0.125 0.25 0.5 0.75 1 Miles



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 4/1/2013
FROM: William "Dave" Denny, Acting City Manager **AGENDA ITEM:** 10 - A
SUBJECT: Economic Development Proposal.

LOCATION:	N/A
BACKGROUND:	
ORIGINATING DEPARTMENT:	City Attorney's Office
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	City Attorney, Acting City Manager
STAFF RECOMMENDATION PRESENTED BY:	Becky Vose, City Attorney - That the City Commission approve the proposed Interlocal Agreement as presented or with changes.
POTENTIAL MOTION:	"I move to approve the proposed Interlocal Agreement as presented or with the following changes _____."
AGENDA ITEM APPROVED BY:	<hr/> William "Dave" Denny, Acting City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• Proposed Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN
HALIFAX HOSPITAL MEDICAL CENTER
AND THE
CITY OF DELTONA**

THIS INTERLOCAL AGREEMENT is entered into and effective this ____ day of _____, 2013 by and between HALIFAX HOSPITAL MEDICAL CENTER, a special taxing district of the State of Florida ("Halifax"), and CITY OF DELTONA, a municipality of the State of Florida ("City").

WITNESSETH

WHEREAS, the City has an interest in the health care needs of its citizens and those who work, recreate, and travel through its geographic boundaries; and

WHEREAS, Halifax was formed by the Florida Legislature for the purpose of providing health care services and facilities; and

WHEREAS, the City recognizes the benefits that will flow to individuals within the City's boundaries through an affiliation with Halifax to ensure that adequate health care facilities and services are available which will best meet the geographic, economic, and population-related needs of the City; and

WHEREAS, §163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes local governmental entities to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and, thereby, to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the cooperative effort between the parties will mutually benefit the City and Halifax.

NOW THEREFORE, the parties agree as follows:

1. Halifax and the City agree that it is in their respective best interests to work cooperatively to review the health care needs present within the City.
2. Halifax and the City will strive to jointly address issues of mutual concern regarding the health care needs identified within the City and will work together to provide health care services within the City's boundaries to meet those needs. Such services may include, but shall not be limited to primary care and specialty physician services.

3. Halifax and the City agree that, subject to all regulatory requirements, Halifax may establish and operate health care facilities in appropriate areas within the City, as identified by Halifax and in consultation with the City.

4. Halifax and the City agree that the first Halifax Health facility established to meet the needs referenced in this Agreement shall be located at 2090 Saxon Boulevard. Such facility shall be an Urgent Care/Walk-In Clinic.

5. Notices. Any notices required under this Agreement shall be in writing and either hand delivered or sent by U.S. mail to the following:

a. If to City:

b. If to Halifax:

David J. Davidson, Esq.
General Counsel
Halifax Health
303 N. Clyde Morris Blvd.
Daytona Beach, FL 32114

6. Authority to Enter this Agreement. The parties acknowledge and certify that each has the authority to enter this Agreement.

7. No Third Party Beneficiary. No person or entity, other than the City and Halifax, shall have any rights under this Agreement. There are no third party beneficiaries.

8. Sovereign Immunity. Nothing contained in this Agreement shall be deemed or interpreted to operate as a waiver of any party's sovereign immunity as the same may be legally applicable or available to any party.

9. Counterpart Originals. This Agreement may be executed in counterpart originals, each of which shall carry the same force and effect as the original.

10. Recording Agreement. Halifax hereby agrees to record this Agreement immediately following the effective date.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement as of the date set forth above.

CITY OF DELTONA, a Municipality
of the State of Florida

By: _____

Title: _____

Attest:

City Manager

HALIFAX HOSPITAL MEDICAL CENTER,
a special taxing district of the State of
Florida

By: _____
Chair, Board of Commissioners

Attest:

Secretary, Board of Commissioners



AGENDA MEMO

TO: Mayor & City Commission **AGENDA DATE:** 4/1/2013
FROM: William "Dave" Denny, Acting City Manager **AGENDA ITEM:** 10 - B
SUBJECT: Discussion re: Sale of Dupont Lakes.

LOCATION:	N/A
BACKGROUND:	At the Workshop held on Monday, March 25, 2013 the Commission directed staff to add the discussion regarding the sale of Dupont Lakes to the April 1, 2013 Regular City Commission Meeting.
ORIGINATING DEPARTMENT:	Deputy City Manager
SOURCE OF FUNDS:	N/A
COST:	N/A
REVIEWED BY:	Acting City Manager
STAFF RECOMMENDATION PRESENTED BY:	N/A - For discussion and direction to staff as necessary.
POTENTIAL MOTION:	N/A - For discussion and direction to staff as necessary.
AGENDA ITEM APPROVED BY:	<hr/> William "Dave" Denny, Acting City Manager
ATTACHMENTS:	<ul style="list-style-type: none">• Dupont Lakes Area Map



DUPONT LAKES PARK (2012 Photo)

CITY OF DELTONA
DELTONA MUNICIPAL COMPLEX
1000 W. DELTONA BLVD., DELTONA, FL 32725
PHONE: (386) 876-5800 FAX: (386) 876-8801

