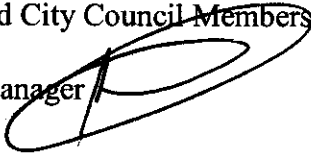


## MEMORANDUM

**TO:** Honorable Mayor and City Council Members  
**FROM:** John McCue, City Manager   
**DATE:** August 5, 2008  
**SUBJECT:** MPO Membership Assessment and Funding Agreement

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**AUG 05 2008**

**BY:** RBC 2:00pm

### **PURPOSE**

Resolution No. 490-08 is the agreement for FY 2008-2009 MPO Membership Assessment and Funding.

### **BACKGROUND**

In the past, as was our routine practice the City Manager signed the agreement as it arrived. The City Manager this year is bringing the agreement to Council as a resolution for tracking purposes and to allow the new members of the City Council to vote on the funding and gain a better understanding of our relationship. As you can see the amount has decreased this year.

### **RECOMMENDATION**

Staff is recommending for the City Council Members to approve Resolution No. 490-08.

**RESOLUTION NO. 490-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FUNDING AGREEMENT WITH THE VOLUSIA COUNTY METROPOLITAN PLANNING ORGANIZATION FOR FISCAL YEAR 2008/2009 REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.**

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**WHEREAS**, the City of Orange City wishes to continue their participation in the Volusia County Metropolitan Planning Organization (VCMPO); and

**WHEREAS**, municipalities participating in the VCMPO are assessed an annual fee of \$.09 per capita based on the most recent estimates of population within each local government's jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA:**

**SECTION 1.** That the City Manager is hereby authorized to enter into a Funding Agreement with the Volusia County Metropolitan Planning Organization (attached hereto as Exhibit "A") in the amount of \$866.00 for participation in joint planning activities during Fiscal Year 2008-2009.

**SECTION 2.** That the term of said contract shall commence on October 1, 2008 and end on September 30, 2009.

**SECTION 3.** That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

**SECTION 4.** That this resolution shall take effect immediately upon its adoption by the City Council of the City of Orange City, Florida.

**ROLL CALL VOTE AS FOLLOWS (Resolution No. 277-04):**

Jim Mahoney	_____	Donald C. Sherrill	_____
Donald Sandford	_____	Tom Abraham	_____
Tom Laputka	_____	Jeff H. Allebach, Vice Mayor	_____
Harley Strickland, Mayor	_____		

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008.**

**ATTEST:**

**AUTHENTICATED:**

\_\_\_\_\_  
Deborah J. Renner, CMC, City Clerk

\_\_\_\_\_  
Harley Strickland, Mayor

Approved as to form and legal sufficiency:

\_\_\_\_\_  
W. E. Reischmann, City Attorney

**Volusia County MPO**



File: KDWL-2008-26

July 15, 2008

2570 W. International Speedway Blvd.  
Suite 120  
Daytona Beach, FL 32114-8145

Phone: 386-226-0422  
SunCom: 380-0422  
Fax: 386-226-0428  
www.volusiacountympo.com

Council Member Jack Hayman,  
Chairman

Karl D. Welzenbach,  
Executive Director  
Beverly Beach

Daytona Beach

Daytona Beach Shores

DeBary

DeLand

Deltona

Edgewater

Flagler Beach

Holly Hill

Lake Helen

New Smyrna Beach

Oak Hill

Orange City

Ormond Beach

Pierson

Ponce Inlet

Port Orange

South Daytona

Volusia County

Mr. John McCue, City Manager  
City of Orange City  
205 East Graves Ave.  
Orange City, FL 32763

Subject: FY 2008-2009 MPO Membership Assessment & Funding Agreement

Dear Mr. McCue:

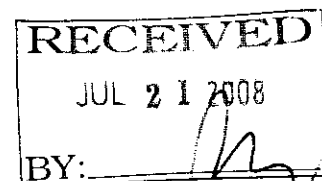
Enclosed please find a copy of an invoice pertaining to the FY 2008-2009 MPO Membership Assessment. Payment of this invoice is due on or before October 15, 2008.

Also enclosed are two copies of the corresponding funding agreement for execution. Please return one signed copy to me as soon as possible, keeping one final executed copy for your records.

If you have any questions, please contact Herb Seely at (386) 226-0422, extension 29.

Sincerely,

Karl D. Welzenbach  
Executive Director



**MUNICIPALITY/  
METROPOLITAN PLANNING ORGANIZATION  
FY 2008-2009 FUNDING AGREEMENT**

**THIS AGREEMENT**, is made and entered into this 1st day of October, 2008, by and between the **CITY OF ORANGE CITY**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "**CITY**"), and the **VOLUSIA COUNTY METROPOLITAN PLANNING ORGANIZATION**, (hereinafter "**VCMPO**").

**WITNESSETH**

**WHEREAS**, metropolitan planning organizations are the lead transportation planning agencies in urban areas throughout the United States; and

**WHEREAS**, the Safe, Accountable, Flexible, Efficient Transportation Act: A Legacy for Users (SAFETEA-LU) of August 2005 provides metropolitan planning organizations with the authority and responsibility for transportation planning and funding; and

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

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

**WHEREAS**, the CITY desires to enter into this Agreement with VCMPO to provide it with funding to support the functions necessary to achieve VCMPO's desired role in planning and funding the Volusia County Transportation System.

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

1. **RECITALS.** The City and VCMPO hereby declare that the recitals set forth above are true and correct and incorporated herein.
2. **FISCAL YEAR 2008-09 FUNDING.** The CITY agrees to allocate **\$866.00** to VCMPO from the city's Fiscal Year 2008-09 budget. Such funds shall be paid to VCMPO upon receipt of an invoice from VCMPO to the CITY. The payment shall occur effective October 1, 2008. The funding provided to VCMPO by the CITY is equal to \$.09 per capita based on the most recent estimates of population within each local government's jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.

3. **EFFECTIVE DATE, TERM.** The effective date of this Agreement is October 1, 2008. The terms of this Agreement shall commence on the effective date and terminate on September 30, 2009.

4. **INTERPRETATION.** The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

5. **MISCELLANEOUS**

a) This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.

b) If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

c) The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

6. **CONTROLLING LAWS**

a) This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.

b) The location for settlement of any and all lawsuits, claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.

c) The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to this Agreement.

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

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


**CITY:** John McCue, City Manager  
City of Orange City  
205 East Graves Ave.  
Orange City, FL 32763

**VCMPO:** Executive Director  
Volusia County MPO  
2570 W. International Speedway Blvd., Suite 120  
Daytona Beach, FL 32114-8145

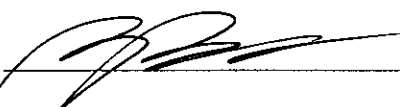
9. **AUDIT AND RECORD KEEPING PROCEDURES.** VCMPO shall keep and maintain accurate public records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the CITY and the public at reasonable hours during the entire term of this Agreement, plus two (2) years after the expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the CITY shall have access to and the right to examine any of the records.

10. **PROVISIONS NOTWITHSTANDING.** Notwithstanding the provisions set forth above nothing contained herein shall alter, amend, or change those terms and conditions set forth in the By-Laws of the Volusia County Metropolitan Planning Organization.

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

**VCMPO**  
By:   
Print Name: Karl D. Welzenbach  
Title: Executive Director

**CITY OF ORANGE CITY**  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
  
(CORPORATE SEAL)

ATTEST:  
\_\_\_\_\_  
(CORPORATE SEAL)

**VOLUSIA COUNTY  
METROPOLITAN PLANNING ORGANIZATION**

2570 W. International Speedway Blvd., Ste. 120  
Daytona Beach, Florida 32114-8145

Phone: 386/226-0422  
FAX: 386/226-0428

**INVOICE**

**INVOICE NO: 09MPO-OC  
DATE: JULY 15, 2008**

**ATTN: Ms. Christine Davis, Finance Director**  
City of Orange City  
205 E. Graves Avenue  
Orange City, FL 32763-5299

	DESCRIPTION	AMOUNT
	Volusia County Metropolitan Planning Organization - FY 2008-2009 Member Assessment  Total Due by October 15, 2008	\$866.00
	TOTAL DUE	\$866.00

Please make all checks payable to: **Volusia County Metropolitan Planning Organization**

If you have any questions concerning this invoice, call: Herb Seely, (386) 226-0422 ext. 29

**THANK YOU FOR YOUR SUPPORT!**

**Volusia County MPO FY 2008-2009 Budget**  
**Member Assessment**  
**April 1, 2007 Estimates**

	<u>Population</u>	<u>Amount (.10)</u>	<u>10% Reduction</u>	<u>2009 Assessment</u>
<b>Beverly Beach</b>	509	\$51	\$5	\$46
<b>Daytona Beach</b>	64,316	6,432	643	5,789
<b>Daytona Beach Shrores</b>	5,335	534	53	481
<b>DeBary</b>	18,869	1,887	189	1,698
<b>DeLand</b>	26,905	2,691	269	2,422
<b>Deltona</b>	86,540	8,654	865	7,789
<b>Edgewater</b>	21,770	2,177	218	1,959
<b>Flagler Beach</b>	5,477	548	55	493
<b>Holly Hill</b>	12,494	1,249	125	1,124
<b>Lake Helen</b>	2,905	291	29	262
<b>New Smyrna Beach</b>	23,286	2,329	233	2,096
<b>Oak Hill</b>	2,031	203	20	183
<b>Orange City</b>	<b>9,517</b>	<b>967</b>	<b>96</b>	<b>866</b>
<b>Ormond Beach</b>	40,935	4,094	409	3,685
<b>Pierson</b>	2,657	266	27	239
<b>Ponce Inlet</b>	3,279	328	33	295
<b>Port Orange</b>	56,850	5,685	569	5,116
<b>South Daytona</b>	13,547	1,355	135	1,220
<b>Volusia County</b>	<u>114,652</u>	<u>11,465</u>	<u>1,147</u>	<u>10,318</u>
<b>Total</b>	<u><u>511,974</u></u>	<u><u>\$51,201</u></u>	<u><u>\$5,120</u></u>	<u><u>\$46,081</u></u>