



218 Seabreeze Boulevard Daytona Beach, Florida 32018
253-2133

August 21, 1979

Dr. Thomas Kelly
County Manager, Volusia County
P.O. Box 429
Deland, FL 32720

Dear Dr. Kelly,

Associated Marketing, Inc. is a locally owned and operated corporation in Daytona Beach. We are submitting a proposal on Bus Bench service to the County of Volusia for your consideration.

I believe you will find the proposal complete with the exception of the exact amount to be paid to Volusia County. This amount is flexible based on the number of benches in service and the length of the contract. For instance, we will guarantee the County fifteen (15) percent of the gross revenue collected on bench advertising within the County of Volusia for a contract with a five (5) year initial time period, renewable in five (5) year increments.

To give you an idea of the revenue this might generate, we will hypothetically say there are one hundred (100) benches with paid advertising in service. This number of benches would generate an income to the County of Volusia of Two Thousand Seven Hundred Dollars (\$2,700.00) annually (100 benches @ \$15.00 per bench per month @ 15%).

AMI is available to you for information at any time, and look forward to your favorable response soon.

Very truly yours,

David Lawrence
General Manager
Associated Marketing, Inc.

BACKGROUND INFORMATION



Associated Marketing, Inc. is a Corporation existing under the laws of the State of Florida.

owned, and managed locally. Since its incorporation, Associated Marketing has exhibited spectacular growth through valuable service to the clients served by the company. References pertaining to the reliability and professionalism of the company are available to you upon request.

Basically, Associated Marketing provides a new and useful advertising media to local businessmen at a reasonable price, while at the same time providing a distinct public service for the community. Those cities under contract for benches with Associated Marketing have found that the positive public relations value of providing comfortable benches for their residents and visitors has exceeded their original expectations.

You will see from the information on the following pages that Associated Marketing is an involved and concerned member of your community, and honestly wishes to provide the highest quality service to you as well as provide your local merchants with a cost-effective and attractive way to advertise their business.

Should you have any questions concerning the company after reading the enclosed material, feel free to request further information from any of our experienced personnel. Or call Municipalities where we are currently providing service.

OBJECTIVES



Associated Marketing, Inc. provides for the first time a professional marketing organi-

zation that can assist you in realizing maximum profit from your Bus Bench advertising. Specifically, the objectives of Associated Marketing, Inc. are:

- Provide local service on the Bus Bench Account.
- Assure clean, well-maintained benches.
- Assure the highest standards of creative artwork on the benches.
- Assure proper placement and distribution of benches.
- Provide full accounting procedures for actual bench revenues.
- Provide local accessability for accounting, maintenance and placement of the benches.
- Provide a public service to the community.

MEETING OBJECTIVES



Obviously, it is easy to set objectives which appear to be attractive. Associated Mar-

keting, Inc., as a professional group, has also accomplished those objectives through common-sense strategy and budgeting. The objectives listed previously have been accomplished through the following actions:

- Established a full-time office staffed during normal business hours.
- We manufacture our own concrete bench ends to assure the highest quality workmanship and materials.
- As a service to the community, Associated Marketing furnishes employment opportunities to such State projects as Volusia House, a State operated halfway house under Health and Rehabilitative Services.
- Contracted for services with Adcast, Inc. (Creative artwork for bench advertisers).
- Provided a full-time sales person to sell advertising.
- Provided a complete accounting on advertisers, number of benches under contract, and placement of benches.
- Designed a modern public service bench.

WHAT THIS MEANS TO YOU



Awarding the Bus Bench account to Associated Marketing, Inc. will mean that

for the first time you will have a completely accessible organization handling the account. People involved in the community and aware of the needs of the community will be working on the account. The advertisers can now be assured that advertising dollars spent on their benches will be re-used within the community rather than going out of the area.

Your association with Associated Marketing, Inc. will mean more dollars throughout the term of your contract. It means clean, well-maintained benches and immediate response on maintenance and placement problems.

You will have complete information on placement, distribution, number of benches in use, and number of benches under contract with advertisers.

Finally, you will know that the account is being handled in a professional and community spirited manner by young, aggressive businessmen.

OUR COMMITMENT TO YOU



We will:

- Provide a tasteful and inexpensive advertising medium for business in your area.
- Provide a predetermined number of public service benches at no cost to you.
- Provide safe and comfortable seating for the convenience of the citizens in your community.
- Provide maintenance service on all benches within 48 hours.
- Provide needed revenue to your organization paid on a monthly basis.
- Provide complete liability insurance coverage for your protection.

SUMMARY



Now, with the country experiencing energy difficulties, we at Associated Marketing

feel that it is beneficial to encourage citizens and visitors to use public transportation by providing bus benches.

In summary, Associated Marketing, Inc. is a group of dedicated, young professional business men who can provide you with a successful public service oriented revenue producing program.

We would consider it an honor to work with you on the Bus Bench Project.

Inter-Department
Memorandum



*Cont
To meeting
of 9-13-79
To file*

TO: T. C. Kelly
County Manager

FROM: Charles B. Hetrick *CHH*
Assistant County Manager

SUBJECT: Request of Associated Marketing, Inc. to provide bus bench services

DATE: August 24, 1979

FILE: CM-79-1078

REFERENCE:

A couple of years ago, or so, the Jaycees of Daytona Beach formed a group known as Associated Marketing to reorganize their project of providing public benches for bus patrons, or anyone else who wants to sit and watch the cars go by. It has been a money making project for their various good community service projects, income coming from advertising on the benches. Associated Marketing was formed by the Jaycees to get the job done after an unsatisfactory experience with an out-of-town firm.

Born of the Jaycees, Associated Marketing, Inc. has evolved as a separate corporation working with several cities and service clubs in the coastal area to provide bus benches with both the company and the service groups profiting from the advertising and the customers of VOTRAN having a place to sit while waiting for the bus.

Now Associated Marketing wants to put in bus benches in the County unincorporated area of VOTRAN routes and is proposing a contract with the County. The firm will provide the benches and the advertising for which they will return to the County 15% of the gross revenue collected on bench advertising within the County unincorporated area - the County to control locations - 5 year contract with a 30 day cancellation clause.

Bill Barrett of VOTRAN reports that the bus bench service of Associated Marketing in the cities has been excellent - well maintained - a welcomed convenience for bus riders.

Ray Pennebaker has reviewed the proposed contract and is satisfied from a legal point of view, subject to any minor wording changes at the time of signing.

Purchasing has reviewed the matter, and as a service contract bringing income to the County, sees no purchasing code concerns. We know of no other such service in the County.

I recommend approval with income to be assigned to VOTRAN and VOTRAN to control locations.

Note: The firm would like to expand to benches in other areas other than bus benches, but I am not prepared to recommend that at this time.

CBH/bfs

Attachments

APPROVED AGENDA ITEM

FOR September 6, 1979

BY

Lawrence W. Arrey

Inter-Department
Memorandum



TO: T. C. Kelly and Members
of the County Council

DATE: September 7, 1979

FROM: Charles B. Hetrick
Assistant County Manager

FILE: CM-79-1117

SUBJECT: Proposed AMI Bus Bench Agreement

REFERENCE:

The attached is my redraft of the proposed AMI agreement which I believe reflects the concerns and ideas expressed by you plus certain refinements of my own.

You asked that this matter be resubmitted at your evening meeting in DeLand on September 13, so I am giving it to you now in order that you will have an opportunity to review it in advance.

I recommend approval.

CBH/bfs

Attachment

cc: Ray Pennebaker, w/attachment
Bill Barrett, w/attachment
David Lawrence, AMI, w/attachment
Dave Edwards, w/attachment

APPROVED AGENDA ITEM

SEP 13 1979

FOR:

BY: Lawrence W. Arment

Inter-Department
Memorandum



Cont To meeting of 9-13-79
10 file

TO: T. C. Kelly
County Manager

FROM: Charles B. Hetrick *CHH*
Assistant County Manager

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Note: The firm would like to expand to benches in other areas other than bus benches, but I am not prepared to recommend that at this time.

CBH/bfs

Attachments

APPROVED AGENDA ITEM

FOR September 6, 1979

BY Lawrence W. Arroyo

AGREEMENT

This Agreement entered into this _____ day of _____, 1979/
between the County of Volusia, State of Florida, hereinafter referred to as County,
and Associated Marketing, Inc., a Florida corporation for profit, hereinafter
referred to as AMI.

WHEREAS, the County owns, controls and has the right to use many locations
within the County of Volusia, such as bus stops, parks, rights-of-way, streets and
other public places where it is desirable to place benches for the convenience of
the public; and

WHEREAS, AMI proposed to supply benches to be placed at certain said locations
without charge to the County; and

WHEREAS, the County and AMI feel it is beneficial to provide the benches for
the convenience of the citizens and visitors to the County of Volusia; and

WHEREAS, the County is experiencing energy difficulties and both the County and
AMI feel that it is beneficial to encourage citizens and visitors to use public
transportation by providing bus benches for the use of citizens and visitors.

NOW, THEREFORE, in consideration of the premises and the mutual covenants
hereafter set forth and for the further consideration of Ten Dollars (\$10.00) and
other valuable considerations by each of the parties hereto the other in hand paid,
the receipt and sufficiency whereof is hereby acknowledged, it is mutually
covenanted, understood and agreed between the parties hereto as follows:

1. The County hereby gives and grants to AMI the exclusive right and privilege
to place benches at all bus stops in the County, and at such other locations in the
unincorporated area of Volusia
unincorporated area County as selected by AMI and approved by a person or persons designated by the
County, such approval not to be withheld unreasonably, for a period of five (5) years
from the date of this Agreement, such period to be renewed upon mutual consent.

2. During the term of this Agreement, AMI shall have the exclusive right to
place benches within the County at such locations as selected by AMI and approved by
the County and at the expiration of this Agreement, all rights, titles and interest
in said benches shall remain vested in AMI and AMI hereby agrees to immediately remove,
or cause the removal of said benches from the streets, sidewalks, rights-of-way and
other County property where said benches are located, at the request of the County
upon the termination of this Agreement unless extended by the parties hereto.

3. It is hereby agreed that AMI may place neat and attractive advertising on both sides of the back slats of each bench, provided such advertising does not endanger or offend the health, safety, welfare and morals or the community of the County of Volusia. The proceeds of said advertising shall be the sole compensation derived by AMI from the placement of said benches. The County shall receive compensation in the amount of fifteen (15) percent of gross revenues collected during the term of this agreement and any extensions or renewals thereof. The said sums shall be paid on a quarterly or semi-annually basis, which ever is agreed to by both parties.

4. AMI agrees to indemnify, hold harmless and defend the County from and against any and all liability, loss or damage, or for any injury or damage to person or persons or property caused by said benches or any cause connected with said benches or based upon any intentional tort, negligence, or breach of contract caused by AMI. AMI shall secure and maintain a comprehensive public liability insurance policy with a company authorized to do business in Florida and acceptable to the County in an amount not less than a combined single-limit of One Hundred Thousand Dollars (\$100,000.00) or limits of One Hundred Thousand Dollars (\$100,000.00) per occurrence/Fifty Thousand Dollars (\$50,000.00) per person/Fifty Thousand Dollars (\$50,000.00) property damage. AMI shall have an affirmative duty to provide and update proof of such insurance in a form acceptable to the County. Such policy shall not be materially altered or cancelled without at least thirty (30) days notice to the County.

5. AMI hereby agrees to maintain and keep said benches in good repair at all times without cost or expense to the County. AMI reserves the right to remove any bench in the event such bench should prove unprofitable to AMI and AMI shall have the right to temporarily remove, for a period not to exceed thirty (30) days, any such bench for the purpose of repairing, renovating or replacing the same. The benches to be furnished by AMI are to be constructed with concrete ends, wooden seats and backrests and are to be constructed in a substantial and workmanlike manner. The County reserves the right to inspect said benches from time to time and direct removal or repair by AMI of any benches not found to be fit for further use. AMI shall provide the County with an address and a telephone number for which to provide AMI with notice of the necessity for removal or repair of any bench. AMI shall remove or cause to be removed such bench or benches or take any other action as approved by the County necessary to protect the public, within ten (10) work days after written or telephonic notification. In the event the County determines and notifies AMI that any bench constitutes an immediate danger to the public, AMI shall

the removal of said bench within forty-eight (48) hours (excluding non-work days of the County) from receipt of such notification.

6. In the event that either party should breach any of the terms of this Agreement, the other party shall give notice to the party breaching the terms of this Agreement, in writing specifically identifying the alleged breach or default. If the breaching party fails within thirty (30) days of the notice to cease such breach or cure such default, the other party shall have the right to terminate and cancel this Agreement. Any failure of notice of breach or default shall not be deemed to waive future rights and privileges that exist under this Agreement.

7. Notices under this Agreement shall be furnished to the below addresses and phone number as designated and any changes shall be effective only upon written notice by certified mail to the appropriate party.

a. Concerning the general terms of this Agreement

To the County: Phone: 904-258-7000
The County Manager
P.O.Box 429
Deland, FL 32720

To Associated Marketing, Inc. Phone: 904-253-2133
The General Manager
218 Seabreeze Blvd.
Daytona Beach, FL 32018

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officers and seals to be affixed in duplicate as of the day and year first above written.

Witnesses:

THE COUNTY OF VOLUSIA

County Manager

Attest: _____

Secretary

Witnesses:

ASSOCIATED MARKETING, INC.

President

Attest: _____

General Manager

Approved as to form and legality:

County Attorney

County of Volusia Florida

COUNTY MANAGER
P. O. Box 429
DeLand, Florida 32720
Telephone 904/736-2700



September 18, 1979

Mr. David Lawrence
General Manager
Associated Marketing, Inc.
218 Seabreeze Boulevard
Daytona Beach, Florida 32018

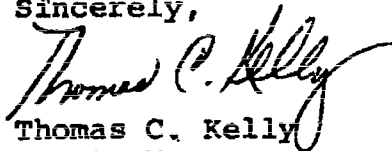
RE: AMI Bus Bench Agreement

Dear Mr. Lawrence:

Enclosed are two copies of the subject Agreement which was approved and executed by the Volusia County Council on September 13, 1979.

Please have both copies executed by the appropriate officials and return one copy for our records.

Sincerely,


Thomas C. Kelly
County Manager

dm

Encls.

cc: ☒ Ray Pennebaker
Bill Barrett
Dave Edwards

RECEIVED SEP 19 1979



2801 S. ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32018
904-788-6600



September 12, 1986

Dr Thomas C Kelly
County Manager
PO Box 429
DeLand, FL 32721-0429

Dear Sir:

Associated Marketing, Inc. is a locally owned business in the Halifax area. At the present time we furnish public benches to Daytona Beach, Daytona Beach Shores, South Daytona, Holly Hill, Ponce Inlet, New Smyrna Beach and Edgewater.

We will furnish benches to the unincorporated areas of Volusia County, install and maintain them, insure them for \$500,000.00 liability, make Volusia County a co-insurer, for a period of ten years. Volusia County will also receive ten percent (10%) of gross rental revenue received from advertising on the benches.

Benches will be in locations chosen by the bus systems or school authorities, such as Votran and New Smyrna Transit. They will be of concrete and wood, and meet or surpass state standards.

Sincerely,

Mary R. Micker
Mary R Micker, President
Associated Marketing, Inc.



2801 S. ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32018
(904-788-6600)



October 12, 1986

Dr Thomas C Kelly
County Manager
DeLand FL 32721-0429

Dear Sir:

We have been in touch with some of the County Council members, and would appreciate being placed on the County agenda at the next available meeting.

Sincerely,

Mary A. Micker.....
Mary A Micker, President

11/2/86 Ag...

~~12/1/86~~

Mickie

Inter-Department
Memorandum



TO: See Distribution Below

FROM: Albert J. Sessoms, Jr. *aj*
Assistant County Manager

SUBJECT: Attached Letter from
Associated Marketing, Inc.

DATE: October 16, 1986

FILE: CM-86-981

REFERENCE:

Please review the attached letter from Mrs. Mary A. Micker, President of Associated Marketing, Inc., regarding furnishing benches at bus stops, and let me have your comments.

This matter will be on the November 6 County Council agenda.

AJSjr/bfs

Attachment

Distribution

K. Fischer, VOTRAN
✓ M. Smith, Traffic Engineer
C. Brusco, Purchasing
W. Tiller, Legal
A. Gault, Finance

Inter-Department
Memorandum



TO: ALBERT SESSOMS
ASSISTANT COUNTY MANAGER

FROM: WARREN O. TILLER
COUNTY ATTORNEY *WOT*

SUBJECT: ASSOCIATED MARKETING, INC.
YOUR FILE: CM-86-981

DATE: Oct. 20, 1986

FILE: 79-G-4401

REFERENCE:

I have your letter of October 16, 1986, and as you will recall we had an agreement with this Company extending from 1979 through 1984. A copy of that agreement is attached for your review. You will note within that agreement that AMI paid to the County 15% of the revenue derived from the rental of signs on the benches and in the currently proposed agreement, this has been reduced to 10%.

If my memory serves me correctly, there was a flap about these benches in the past year resulting in the Council telling the Company to remove all of the benches. I cannot recall exactly what precipitated this event but do recall some complaint about the placement of a bench in DeLeon Springs and there may have been some conflict with our recently adopted sign ordinance.

From a legal viewpoint, I believe we could grant permission for the benches to be installed, in a safe manner at designated points, subject to approval of the Traffic Engineering Department.

I trust this information will prove useful to you.

WOT:mh

Attachment

Inter-Department Memorandum



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Assistant County Manager

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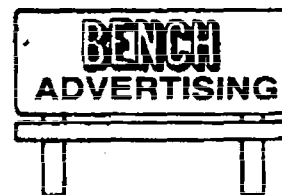
Distribution

K. Fischer, VOTRAN
M. Smith, Traffic Engineer
C. Bruso, Purchasing
✓ W. Tiller, Legal
A. Gault, Finance

RECEIVED OCT 17 1986



2801 S. ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32018
904-788-6600



October 12, 1986

Dr Thomas C Kelly
County Manager
DeLand FL 32721-0429

Dear Sir:

We have been in touch with some of the County Council members, and would appreciate being placed on the County agenda at the next available meeting.

Sincerely,

Mary A. Micker.....
Mary A Micker, President

Inter-Department
Memorandum



TO: Albert J. Sessoms
Assistant County Manager

FROM: Kenneth Fischer
General Manager, VOTRAN

SUBJECT: Bus Benches

DATE: October 20, 1986

FILE: TR 86-148

REFERENCE:

VOTRAN is in receipt of the letter to the Volusia County Council regarding Associated Marketing's request to furnish benches to the unincorporated area of Volusia County. Staff supports the concept of having an outside contractor provide and maintain these benches. It is the most cost effective method of handling benches.

VOTRAN, however, would like to take this issue one step further and recommend that the East Volusia Transportation Authority be responsible for all bus benches within the VOTRAN service area. Currently, each individual municipality and the County have contracts to place and maintain bus benches. This arrangement makes it somewhat cumbersome and confusing to properly locate bus benches at bus stops. One entity handling the contract for the entire area would make the situation more manageable.

Should you have any questions, please do not hesitate to call me.

KRF/gg

Inter-Department
Memorandum



TO: ALBERT J. SESSOMS, JR.
ASSISTANT COUNTY MANAGER

DATE: OCTOBER 21, 1986

FROM: THOMAS M. MCCLELLAND *22 OCT 86*
DIRECTOR OF PUBLIC WORKS

FILE: PW-TE-86-23

SUBJECT: BUS STOP BENCHES

REFERENCE:

The Traffic Engineer has reviewed the proposal regarding "Bus Stop Benches" and it is our recommendation that such benches of any description not be allowed within the right of way. Many of our rights of way are too narrow and also many of our roads do not have right of way. The benches present a fixed object within the right of way which we feel would be a liability to the County. The benches can be moved easily and do not stay put even if they are in a safe location. They also are a maintenance problem for crews maintaining the right of way.

PMS:lm 20M02

Inter-Department
Memorandum

TX. C-2



TO: Honorable Members of
the County Council

DATE: November 11, 1986

FROM: T. C. Kelly
County Manager

FILE: CM-86-1079

SUBJECT: Agreement for Public Benches -
VOTRAN

REFERENCE:

A request has been received from Mary Micker, President of Associated Marketing, Inc., to provide public benches in rights-of-way along the East Volusia Transportation Authority bus route in the unincorporated area of the County only. The Company's proposal is to install and maintain these benches for a 10 year period, with insurance being provided naming the County as an additional insured. In addition, the proposal calls for the County to receive 10% gross rental from the promotional advertisement on the benches.

A similar proposal was offered in 1984 by this Company but provided for 15% of the gross revenue derived from the rental of advertising space on the benches to be paid to the County. The County Council did not approve of the 1984 agreement because of the low percentage of revenue proposed under the contract, and because it was felt that the bench advertising was contrary to the intent and spirit of the County Sign Ordinance. As a result, the County purchased 28 benches at \$58.00 each for a total of \$1,661.00 from Associated Marketing, Inc. The County now owns and has been maintaining these benches at various locations without the advertising (see attached list). The Department of Public Works recommends against this proposal because of the lack of adequate right-of-way in some locations and because of the maintenance problem they create for the crews mowing the rights-of-way (see attached).

VOTRAN supports the concept of an outside contractor providing and maintaining the benches, but suggests that it should be an arrangement to provide all benches within the VOTRAN service area, which also includes municipalities. Currently, each individual municipality has a contract to place and maintain these benches within their jurisdiction, and the County (VOTRAN) maintains all 28 benches without advertising in the remaining service area which is unincorporated. This arrangement is somewhat cumbersome, and it is suggested by VOTRAN that one entity should be the responsible agent handling the bench contract for the entire service area.

If the Council is inclined to favor this proposal, Staff suggests that the 28 benches now owned by the County (VOTRAN) should be purchased by Associated Marketing, and a determination made as to whether advertising will be permitted on the benches wherever they are placed.

TCK/bfs

Attachments

Distribution

Purchasing Division
Legal Department
VOTRAN
Mary Micker, Associated Marketing

APPROVED AGENDA ITEM

FOR November 20, 1986

BY Albert J. Sisson Jr.

Volusia County Votran Bus Stops with Benches:

1	YONGE & ARROYA	NE-W
2	YONGE & ARROYA	SE-W
3	YONGE & SEVILLE	SW-E
4	YONGE & CASTILLA	SE-W
5	YONGE & ARAGON	NE-W
6	YONGE & CALLE GRANDE	NW-E
7	YONGE & CALLE GRANDE	NE-W
8	S. RIDGEWOOD & SEMINOLE	NE-W
9	S. RIDGEWOOD & MAIN	W -E
10	S. RIDGEWOOD & WARNOCK	SE-W
11	S. RIDGEWOOD & KATHERINE	E -W
12	S. RIDGEWOOD & NORMAN	E -W
13	S. RIDGEWOOD & COMMONWEALTH	NE-W
14	S. RIDGEWOOD & COMMONWEALTH	SW-N
15	DERBYSHIRE & FLOMICH	NE-W
16	DERBYSHIRE & ARAGON	SE-W
17	DERBYSHIRE & 11	NE-W
18	NOVA & REED CANAL	W -E
19	S. CLYDE MORRIS, COLONY IN WOOD	E -W
20	S. CLYDE MORRIS, PICKWICK VILLAGE	E -W
21	S. CLYDE MORRIS, PICKWICK VILLAGE	W -E
22	N. ATL & OCEAN SHORE BLVD.	E -W
23	N. ATL & SURFSIDE	W -E
24	N. ATL & SAN JOSE	W -E
25	N. ATL & OCEAN BREEZE	W -E
26	N. ATL & OCEAN VILLA	W -E
27	N. ATL & ORMOND BY SEA SHOPPING CENTER	W -E
28	N. ATL & BROOKS	W -E



ASSOCIATED
MARKETING
INCORPORATED

2801 S. ATLANTIC AVENUE
DAYTONA BEACH SHORES, FLORIDA 32018
904-788-6800



November 21, 1986

Dr Thomas C Kelly
County Manager
PO Box 429
DeLand, FL 32721-0429

Dear Sir:

Associated Marketing, Inc. will furnish public benches in the unincorporated areas of Volusia County at safe marked Transit stops. Locations will be chosen by Votran, or other Transit authorities.

The County will receive fifteen percent (15%) of gross rental revenue from the benches with advertising. We would like an initial period of five years, although realizing the Council has suggested two years. The reason for this is that advertising is conducted on a long term basis, with contracts at a one year minimum.

Sincerely,

Mary A. Micker
Mary A Micker, President

Inter-Department Memorandum



TO: Ray Pennebaker
Assistant County Attorney

FROM: Kenneth R. Fischer
General Manager, VOTRAN

SUBJECT: Bench Contract

DATE: 9/4/92

FILE: TR92-090

REFERENCE:

Please be advised that Associated Marketing, Inc. has requested the following changes in the draft bench contract.

1. Use the wording non-exclusive rather than exclusive, since the service was not put out to bid.
2. Change wording regarding revenue to, VOTRAN shall receive compensation in the amount of fifteen (15) percent of revenue collected for rental or \$500.00 per year, whichever is greater.
3. Increase term of agreement to ten (10) years.

I don't have any problems with these changes except the term of the contract. I would suggest five (5) years for the term of the contract.

Your review and approval would be appreciated.

Enclosure
KRF:sk

*Bid it out
telephone 11:50 AM
9/4/92*

JEP - 4 1992

This Agreement entered into this _____ day of _____, 19____, between the East Volusia Transportation Authority, hereinafter referred to as "VOTRAN," and Associated Marketing, Inc., a Florida corporation for profit, hereinafter referred to as "AMI."

WHEREAS, VOTRAN has the right to use bus stops and rights-of-way where it may be desirable to place benches for the convenience of the public; and

WHEREAS, AMI proposes to place and maintain benches at certain said locations without charge to VOTRAN; and

WHEREAS, VOTRAN and AMI feel it is beneficial to provide the benches for the convenience of VOTRAN customers.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, it is mutually understood and agreed between the parties hereto as follows:

1. VOTRAN hereby gives and grants to AMI the non-exclusive right and privilege to place benches at bus stops in the unincorporated areas of Volusia County, and at such other rights-of-way in the unincorporated areas of the County as are mutually acceptable to AMI and VOTRAN. This right and privilege shall not apply to locations within the Daytona Beach Regional Airport, County parks or within any

municipality.

2. During the term of this Agreement, AMI shall have the right to place benches within the County as heretofore provided; and at the expiration of this Agreement, all rights, titles and interest in said benches shall remain vested in AMI; and AMI agrees immediately to remove, or cause the removal of said benches from the streets, sidewalks, rights-of-way and other County property where said benches are located, at the request of VOTRAN upon the termination of this Agreement unless extended by the parties hereto.
3. Each bus stop bench shall be fit for public use for the purpose for which it was installed and be free from any defect in design or condition that might be hazardous to the public.
4. Bus stop benches shall be placed and maintained along current bus routes at designated bus stops approved by VOTRAN.
5. It is hereby agreed that AMI may place neat and attractive advertising on both sides of the back slats of each bench, provided such advertising does not endanger or offend the health, safety, welfare and morals of the community of Volusia County. The proceeds of said advertising shall be the sole compensation derived by AMI from the placement of

said benches. VOTRAN shall receive compensation in the amount of fifteen (15) percent of gross revenues collected for rental or \$500.00 per year, whichever is greater. This compensation shall remain in effect during the term of this Agreement and any extension or renewals thereof. The said sums shall be paid on a quarterly or semi-annual basis, whichever is agreed to by both parties. AMI agrees to maintain accurate records open to inspection by VOTRAN so as to satisfactorily verify gross revenues and the percentage received by VOTRAN therefrom.

6. AMI agrees to indemnify, hold harmless and defend VOTRAN from and against any and all liability, loss or damage, or for any injury or damage to person or persons or property caused by said benches or any cause connected with said benches or based upon any intentional tort, negligence, or breach of contract caused by AMI. AMI shall secure and maintain a comprehensive public liability insurance policy with a company authorized to do business in Florida and acceptable to VOTRAN in an amount not less than a combined single-limit of One Hundred Thousand Dollars (\$100,000.00) per occurrence/Fifty Thousand Dollars (\$50,000.00) per person/Fifty Thousand Dollars (\$50,000.00) property damage.

AMI shall have an affirmative duty to provide and update proof of such insurance in a form acceptable to VOTRAN. Such policy shall not be materially altered or cancelled

without at least thirty (30) days notice to VOTRAN. VOTRAN shall be named as an additional insured.

7. AMI hereby agrees to maintain and keep said benches in good repair at all times without cost or expense to VOTRAN. AMI reserves the right to remove any bench in the event such bench should prove unprofitable to AMI and AMI shall have the right to temporarily remove, for a period not to exceed thirty (30) days, any such bench for the purpose of repairing, renovating or replacing the same. The benches to be furnished by AMI are to be constructed with concrete ends, wooden seats and backrests and are to be constructed in a substantial and workmanlike manner. VOTRAN reserves the right to inspect said benches from time to time and direct removal or repair by AMI of any benches not found to be fit for further use. AMI shall provide VOTRAN with an address and a telephone number for which to provide AMI with notice of the necessity for removal or repair of any bench. AMI shall remove or cause to be removed such bench or benches or take any other action as approved by VOTRAN necessary to protect the public, within ten (10) working days after written or telephonic notification. In the event VOTRAN determines and notifies AMI that any bench constitutes an immediate danger or is offensive to the public, AMI shall cause the removal of said bench within forty-eight (48) hours (excluding non-work days of VOTRAN) from receipt of such notification.

8. This Agreement shall be for a period of five (5) years, from _____ through _____.

Termination may occur without cause only after VOTRAN or AMI gives 180 days notice, in writing, to the other party. If a breach or default of this Agreement shall occur, the aggrieved party must give notice, in writing, to the other party of the breach or default and request that said breach or default be remedied within sixty (60) days. If said breach or default is not remedied within sixty (60) days, then the aggrieved party may cancel the Agreement at any time within the succeeding sixty (60) days.

9. Notices under this Agreement shall be furnished to the below addresses and phone numbers as designated and any changes shall be effective only upon written notice by certified mail to the appropriate party.

a. Concerning the general terms of this Agreement:

To VOTRAN:

VOTRAN
General Manager
950 Big Tree Road
South Daytona, Florida 32119
(904) 761-7600

To AMI:

Associated Marketing, Inc.
General Manger
2801 So. Atlantic Avenue
Daytona Beach Shores, Florida 32118
(904) 788-6600

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officers and seals to be affixed in duplicate as of the day and year first above written.

Witnesses: EAST VOLUSIA TRANSPORTATION
AUTHORITY

BY: _____
Chairman

ATTEST: _____
County Manger

Witnesses: ASSOCIATED MARKETING, INC.

BY: _____
President

ATTEST: _____
General Manager

Approved as to form and legality:

County Attorney

NON - EXCLUSIVE

VOLUSIA COUNTY

COUNTY

180 DAY CANCELLATION

This Agreement entered into this 1st day of November, 19 92, between the East Volusia Transportation Authority, hereinafter referred to as "VOTRAN," and Associated Marketing, Inc., a Florida corporation for profit, hereinafter referred to as "AMI."

WHEREAS, VOTRAN has the right to use bus stops and rights-of-way where it may be desirable to place benches for the convenience of the public; and

WHEREAS, AMI proposes to place and maintain benches at certain said locations without charge to VOTRAN; and

WHEREAS, VOTRAN and AMI feel it is beneficial to provide the benches for the convenience of VOTRAN customers.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, it is mutually understood and agreed between the parties hereto as follows:

1. VOTRAN hereby gives and grants to AMI the non-exclusive right and privilege to place benches at bus stops in the unincorporated areas of Volusia County, and at such other rights-of-way in the unincorporated areas of the County as are mutually acceptable to AMI and VOTRAN. This right and privilege shall not apply to locations within the Daytona Beach Regional Airport, County parks or within any

municipality.

2. During the term of this Agreement, AMI shall have the right to place benches within the County as heretofore provided; and at the expiration of this Agreement, all rights, titles and interest in said benches shall remain vested in AMI; and AMI agrees immediately to remove, or cause the removal of said benches from the streets, sidewalks, rights-of-way and other County property where said benches are located, at the request of VOTRAN upon the termination of this Agreement unless extended by the parties hereto.
 3. Each bus stop bench shall be fit for public use for the purpose for which it was installed and be free from any defect in design or condition that might be hazardous to the public.
 4. Bus stop benches shall be placed and maintained along current bus routes at designated bus stops approved by VOTRAN.
 5. It is hereby agreed that AMI may place neat and attractive advertising on both sides of the back slats of each bench, provided such advertising does not endanger or offend the health, safety, welfare and morals of the community of Volusia County. The proceeds of said advertising shall be the sole compensation derived by AMI from the placement of
-

said benches. VOTRAN shall receive compensation in the amount of fifteen (15) percent of gross revenues collected for rental or \$500.00 per year, whichever is greater. This compensation shall remain in effect during the term of this Agreement and any extension or renewals thereof. The said sums shall be paid on a quarterly or semi-annual basis, whichever is agreed to by both parties. AMI agrees to maintain accurate records open to inspection by VOTRAN so as to satisfactorily verify gross revenues and the percentage received by VOTRAN therefrom.

6. AMI agrees to indemnify, hold harmless and defend VOTRAN from and against any and all liability, loss or damage, or for any injury or damage to person or persons or property caused by said benches or any cause connected with said benches or based upon any intentional tort, negligence, or breach of contract caused by AMI. AMI shall secure and maintain a comprehensive public liability insurance policy with a company authorized to do business in Florida and acceptable to VOTRAN in an amount not less than a combined single-limit of One Hundred Thousand Dollars (\$100,000.00) per occurrence/Fifty Thousand Dollars (\$50,000.00) per person/Fifty Thousand Dollars (\$50,000.00) property damage.

AMI shall have an affirmative duty to provide and update proof of such insurance in a form acceptable to VOTRAN. Such policy shall not be materially altered or cancelled

without at least thirty (30) days notice to VOTRAN. VOTRAN shall be named as an additional insured.

7. AMI hereby agrees to maintain and keep said benches in good repair at all times without cost or expense to VOTRAN. AMI reserves the right to remove any bench in the event such bench should prove unprofitable to AMI and AMI shall have the right to temporarily remove, for a period not to exceed thirty (30) days, any such bench for the purpose of repairing, renovating or replacing the same. The benches to be furnished by AMI are to be constructed with concrete ends, wooden seats and backrests and are to be constructed in a substantial and workmanlike manner. VOTRAN reserves the right to inspect said benches from time to time and direct removal or repair by AMI of any benches not found to be fit for further use. AMI shall provide VOTRAN with an address and a telephone number for which to provide AMI with notice of the necessity for removal or repair of any bench. AMI shall remove or cause to be removed such bench or benches or take any other action as approved by VOTRAN necessary to protect the public, within ten (10) working days after written or telephonic notification. In the event VOTRAN determines and notifies AMI that any bench constitutes an immediate danger or is offensive to the public, AMI shall cause the removal of said bench within forty-eight (48) hours (excluding non-work days of VOTRAN) from receipt of such notification.
-

8. This Agreement shall be for a period of one (1) year, from

11/92 through 11/93.

The Contract shall automatically be renewed for one year unless notice of cancellation shall be given in writing by either party to the other on a date sixty days before the end of the contract period. (A)

9. Termination may occur without cause only after VOTRAN or AMI gives 180 days notice, in writing, to the other party. If a breach or default of this Agreement shall occur, the aggrieved party must give notice, in writing, to the other party of the breach or default and request that said breach or default be remedied within sixty (60) days. If said breach or default is not remedied within sixty (60) days, then the aggrieved party may cancel the Agreement at any time within the succeeding sixty (60) days.

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Associated Marketing, Inc.
General Manager
2801 So. Atlantic Avenue
Daytona Beach Shores, Florida 32118
(904) 788-6600

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officers and seals to be affixed in duplicate as of the day and year first above written.

EAST VOLUSIA TRANSPORTATION
AUTHORITY

BY: Thomas C. Kelly
County Manager

ATTEST: Frank G. Gaudet
County Attorney

ASSOCIATED MARKETING, INC.

BY: Tom A. Micken
President

ATTEST: J. M. Miller
General Manager

Waverly Media, LLC

Max Specialty Insurance Company**PROPOSED LIABILITY COVERAGES**

Coverage will pay sums which the insured becomes legally liable to pay for damages because of bodily injury or property damage to which this insurance applies.

Type of Form:

Commercial General Liability – Occurrence Form

Commercial General Liability Limits: *Higher limits may be available upon request*

Each Occurrence	\$ 1,000,000
Personal Injury & Advertising Injury	\$ 1,000,000
Fire Damage - Any One Fire	\$ 100,000
Medical Expense	\$ 5,000
Aggregates	
All Other Coverages	\$ 2,000,000
Products/Completed Operations	Included
Deductible (Applies to Bodily Injury and Property Damage)	
Per Claim (Including Loss Adjustment Expense)	\$ 1,000

Standard ISO Coverages

Contractual Liability
 Broad Form Property Damage
 Non-Owned Watercraft
 Limited Worldwide Liability
 Additional Persons Insured
 Extended Bodily Injury
 Newly Acquired Organizations

Premium is subject to Annual Audit
Premium is 100% Minimum & Deposit

<u>Class</u>	<u>Basis</u>	<u>Exposure</u>
Advertising Sign Companies-Outdoor	Payroll	30,000
Contractors-Subcontracted Work	Cost	If Any

Waverly Media, LLC.

Max Specialty Insurance Company

PROPOSED LIABILITY COVERAGES (Continued)

Exclusions include (but are not limited to):

Employment Related Practices Exclusion
Total Pollution Exclusion
Fungi or Bacteria Exclusion
Silica or Silica-Related Dust Exclusion
Nuclear Energy Liability Exclusion
Exterior Installation and Finish Systems Exclusion
Residential Construction Exclusion
Pre-existing or Progressive Damage Defect Exclusion
Injury to Independent Contractor and/or Subcontractors
New Residential Construction in Designated States Exclusion
Asbestos Exclusion
Punitive Damage Exclusion

Subject To:

Satisfactory Inspection
Signed Application
Signed Terrorism Form
Signed Letter of No Losses

Associated Marketing Incorporated

P.O. Box 7466

Daytona Beach Shores, FL 32116

(904) 323-3838 Phone

(904) 323-1822 Fax

Aug 30 2001

Mr. Ken Fischer
General Manager
950 Big Tree Road
South Daytona, Florida 32119

August 27, 2001

Re: Contract Amendment
Bus Bench Agreement
Votran

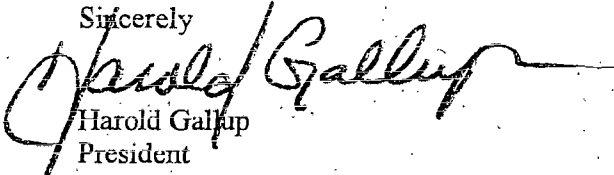
Dear Mr. Fischer

This letter is to confirm that the above referenced contract between Associated Marketing Inc. and Votran was amended at the County Commission meeting of August 16, 2001. At that meeting the company agreed to the request to modify the existing contract to limit the placement of bus benches to only "Approved Votran Stops" in the Unincorporated sections of Volusia County. The company agreed to the change at the meeting and had removed the benches in question prior to the meeting.

We look forward to continuing our service to Votran and the citizens of Volusia County that use the transit system every day.

If I can be of further assistance please contact me.

Sincerely


Harold Gallup
President

Cc: Contract File
Location Coordinator



February 21, 2005

Mr. Nat Gerhardt
Maverick Bench Media
140 S. Beach St.
Daytona Beach, Florida

Dear Mr. Gerhardt:

Please accept this letter, as notice of Volusia County's intent to issue a Request for Proposals (RFP) to install and maintain bus benches in unincorporated Volusia County. The intent of the bid request will be for bus bench service to begin at least 181 days from your receipt of this notice, in accordance with the provisions of our existing contract with Maverick Bus Bench Media.

Thank you for your cooperation in this matter. If you have any questions regarding the RFP process, please feel free to contact me at (386) 756-7496, extension 4245.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Fischer", is written over a horizontal line.

Ken Fischer
General Manager
VOTRAN



Memorandum

Reference: LBM-2005-004 

To: Reggie Williams, Community Services Director
C.c. Kenneth R. Fischer, General Manager Votran

From: Lois Bollenback, Assistant General Manager of Marketing, Votran

Date: June 29, 2005

Subject: VOTRAN Bus Bench Program

VOTRAN has historically used an advertising bus bench contract to place benches at designated stop locations in unincorporated Volusia County. This arrangement has helped offset the capital and maintenance costs of these passenger amenities. However, recent information shared with us indicates that advertising on benches located within the right-of-way is in violation of County ordinances.

Volusia County Zoning Ordinance 80-8 pertains to signs located within public right of ways. More specifically, Section 822.02 (a) states that "nongovernmental signs erected on public property or public rights-of-way" are prohibited. Section 822.09 lists areas where "off premises" signs are permitted which include areas zoned B-6 (Highway Interchange Commercial) and I-1 (Light Industrial).

Maverick Bus Bench Media currently places advertising benches throughout east Volusia County under contract with VOTRAN. These benches generate a small revenue stream for VOTRAN of approximately \$ 950.00 per year. More importantly, the arrangement eliminates all capital and maintenance costs for the organization. According to records, benches are in place at the following locations:

Area Location	# of Benches	Street Location
Ormond By The Sea	22	All on SR A1A
Ormond Beach Area	2	North US 1
Wilbur By The Sea	14	All on South Atlantic Ave
Edgewater/Oak Hill Area	2	All on US 1
South Daytona Area	1	Nova, South of Big Tree
New Smyrna Beach Area	6	3 on US 1, 3 on SR A1A
Orange City Area	3	1-Enterprise Rd., 2 US 17/92
Deland Area	2	All on US 17
TOTAL	52	

950 BIG TREE ROAD — SOUTH DAYTONA, FLORIDA 32119-8815
(386) 756-7496 — FAX (386) 756-7487



A service of Volusia County Government

Memorandum

Reference: LBM-2005-004

To: Reggie Williams, Community Services Director
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New Smyrna Beach Area	6	3 on US 1, 3 on SR A1A
Orange City Area	3	1-Enterprise Rd., 2 US 17/92
Deland Area	2	All on US 17
TOTAL	52	

The estimated cost for replacing these benches with ones purchased and maintained by VOTRAN is as follows:

Initial Capital Outlay: 52 benches @ \$550 each.....\$28,600.00
 Annual Maintenance: Estimated repair/replacement.....\$800.00
 Annual Capital Cost: Replacement rate (8 year life).....\$4,200.00

Municipalities throughout Volusia County have varied policies regarding the use of advertising bus benches. The following table shows the current policy for each jurisdiction:

Location	Advertising Benches
Deltona	Yes
Daytona Beach Shores	Yes
Daytona Beach	Yes
Port Orange	Yes
New Smyrna Beach	Yes
Holly Hill	Yes
Unincorporated Volusia	Yes
South Daytona	No
Ormond Beach	No
Ponce Inlet	No
Deland	No
Orange City	No
Debary	No
Edgewater	No

File



June 13, 2006

Mr. Harold Gallup, President
Maverick Bench Media
6910 Canaty Rd.
Tampa, Florida 33634

Dear Mr. Gallup:

On February 21, 2005, we notified your Volusia County agent, Nat Gerhardt in writing (see attached copy) of our intent to issue a Request for Proposal to install and maintain bus benches in unincorporated Volusia County, beginning as soon as 181 days from his receipt of that notice.

As discussed with Mr. Gerhardt on the telephone shortly after sending that letter, we were unable to move forward with a new RFP and wished to continue our existing arrangement. In order to continue, we require that your office submit documentation of liability insurance for your products. The last submission was over two years ago.

Thank you for your cooperation in this matter. If you have any questions or concerns, please let me know.

Sincerely:

Lois Bollenback
General Manager
VOTRAN

attachment

Cc: Mr. Nat Gerhardt

950 BIG TREE ROAD — SOUTH DAYTONA, FLORIDA 32119-8815
(386) 756-7496 — FAX (386) 756-7487



A service of Volusia County Government

From: Robert Davenport
To: Sonnenberg, Jodie
Date: 9/12/2007 3:15:29 PM
Subject: Re: Maverick Bench Media

maverick bench ads
@msn.com

Ok Jodie. The contact is Nat Gerhardt. You can only get him on his cell 527-5145. If you leave a message there, he will either get back to you or will send you what you need. Let me know if you need anything else.

Robert Davenport
Customer Service Manager
VOTRAN
950 Big Tree Road
South Daytona, FL 32119-8815
Phone 386-756-7496 X 4119
Fax 386-756-7487
Rdavenport@co.volusia.fl.us
www.VOTRAN.org

>>> Jodie Sonnenberg 9/12/2007 11:22 AM >>>
Bob...

Lois mentioned that you might be able to help me with getting a current insurance certificate for Maverick Bench Media? The last one I have on file expired 9/8/06, I did not realize this contract was current, but Lois explained that it is.

Do you have a contact name and number?? I never have much luck with calling the local office, so any help you can provide would be helpful!!

Thanks Bob!

Jodie Sonnenberg, Administrative Assistant
VOTRAN
950 Big Tree Road
South Daytona, FL 32119

ITALIANO INSURANCE SERVICES, INC.

Phone: () -

Fax: (813) 877-3649

Fax

From: Melissa

To: Maureen Post

Pages: 2

Fax: 13867567487

Date: 11/6/2007 04:41:52 PM

Phone: () -

Subject:

Message:

Please find to follow the requested Certificate of Insurance for the above referenced insured.

Should you require additional information, or have any questions, please do not hesitate to call our office.

Sincerely,

Melissa

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID MC MAVER-1	DATE (MM/DD/YYYY) 11/06/07
PRODUCER ITALIANO INSURANCE SERVICES P. O. Box 18425 Tampa FL 33679-8425 Phone: 813-877-7799 Fax: 813-877-8877		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Maverick Media Group, Inc Kathy 6910 Conaty Rd. Tampa FL 33634		INSURERS AFFORDING COVERAGE INSURER A: Scottsdale Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CLS140404580	09/08/07	09/08/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included		
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO						AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		
		OTHER Commercial Applica						

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

Re: Volusia County

CERTIFICATE HOLDER

Votran Attn: Maureen Post Fax#386-756-7487 950 Big Tree Road S. Daytona FL 32119	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	--

Department:	Purchasing	
Contact person:	Becky Bishop	Phone/Ext.: 5764
Date opened:	1/14/08	

DATE:	ACTIVITY:
1/27/09	Review contract w/ Vetrans - 10 min T/C to Beeki Bishop - no answer Jennifer sent BB an email re: to call TS 2:00pm.
2/2/09	Steph checked ^{Vetition} Code of Ordinances + didn't see anything. Per que museum to Beeki Bishop. Marilyn told him he could not put mynage on bus benches. Nan & Nance aware and in agreement
2-10-09	Lois Bollenbeck to advise if Waverly has satisfied Mr. Wagner's bus bench ad elsewhere.
3/20/09	Lara B says Waverly's client wants to put pressure on county but Waverly will do what county asks
3/20/09	4:30 pm, left voice mail for Beeki Bishop re: Lara's message about vendor. I told her I thought we would close legal file but if she needed anything she should see me next week.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID EG WAVER-2	DATE (MM/DD/YYYY) 10/13/08
PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach FL 32115-2412 Phone: 386-232-9601 Fax: 386-239-5729		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED WAVERLY MEDIA, LLC MICHELLE JURAS 3624 S. ATLANTIC AVE DAYTONA BEACH FL 32118		INSURERS AFFORDING COVERAGE INSURER A: Max Specialty Insurance Co INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 33169

COVERAGES

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


INSR ADD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X0167000419	09/08/08	09/08/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$INCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WA STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

*EXCEPT TEN DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

FAX TO: 756-7487

CERTIFICATE HOLDER**CANCELLATION**

VOTRA01 VOTRAN/VOLUSIA COUNTY 950 BIG TREE ROAD SOUTH DAYTONA FL 32119	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: 
--	--

From: Connie Newport
To: Bishop, Rebecca
Date: 10/13/2008 11:38:03 AM
Caller: MR. HAYMAN
Phone: 386-423-7122

☐ [*] Telephoned
☐ [] Will call again
☐ [] Wants to see you
☐ [] Urgent

☐ [*] Please call
☐ [] Returned your call
☐ [] Came to see you

Mr. Hayman left his home cell number. He is asking that you refer to the contract between VOTRAN and Waverly (or Maverick Bench) in relation to the Franchise Pay Schedule (or perhaps we are not paying a Franchise Pay Schedule).

Connie Newport
Staff Assistant
Volusia County Purchasing & Contracts
386-736-5935, Ext 2490
386-943-7094 (fax)

Advertising benches?

franchising fees?

Maverick acquired by Waverly

756-7496 X4/28

J. Dolsten

Bob Davenport

*52 benches
in unincorporated
Volusia county*

From: Rebecca Bishop
To: Hayman, Jack
CC: Bollenback, Lois; Herlean, Greg
Date: 10/14/2008 12:23 PM
Subject: Fwd: Maverick
Attachments: Maverick (Bus Bench Advertising).pdf

In response to your questions relating to Maverick Bench (now Waverly), I contacted Votran. I have attached a copy of the contract for your review. It was evidently entered into with Associate Marketing, Inc. in 1992 and the firm has changed hands twice.

I believe Lois has more background on this, but if I can assist in any way please don't hesitate to contact me. My direct line is 822-5764.

Becki Bishop, C.P.M.
Procurement Manager
County of Volusia
386-822-5764

>>> Nancy Prasse 10/13/08 2:54 PM >>>
Becky,

Attached is the contract and additional info in the file.

Nancy Prasse
Executive Assistant
VOTRAN
950 Big Tree Road
S. Daytona, FL 32119
(p) 386-756-7496 x4145
(f) 386-756-7487
nprasse@co.volusia.fl.us

From: Rebecca Bishop
To: Herlean, Greg
Date: 10/16/2008 10:22 AM
Subject: Re: Fwd: Maverick

I am assuming by our conversation this a.m. that I don't need to take any action on this, as you have already handled.

I gave a copy of the contract to Phyllis and she contacted Sue Whittaker, Jack's Administrative Aide. Phyllis referred her to Jim Dorsten for details on revenue, as payments are made directly to Votran.

>>> Jack Hayman 10/15/08 4:12 PM >>>

Thank you v ery much. Can you elaborate on the financial arrangement relating to o obligations to Vol Cty and or VOTRAN for advertisements sold etc. ? Am interest in how much revenue we have received over time from such enterprises. Jack

-----Original Message-----

From: Rebecca Bishop
To: Hayman, Jack <JHayman@co.volusia.fl.us >
Cc: Bollenback, Lois <LBollenback@co.volusia.fl.us >
Cc: Herlean, Greg <GHerlean@co.volusia.fl.us >

Sent: 10/14/2008 12:23:22 PM
Subject: Fwd: Maverick

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(f) 386-756-7487
nprasse@co.volusia.fl.us

From: Greg Herlean
To: Bishop, Rebecca; Schwarz, Phyllis
Date: 10/16/2008 11:16 AM
Subject: Re: Fwd: Maverick

Becky,
Good question, to ensure the "hand-off" has been made.

Yes, I believe Phyllis now has the "baton". Correct, Phyllis ?

Greg

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County of Volusia
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Executive Assistant
VOTRAN
950 Big Tree Road
S. Daytona, FL 32119
(p) 386-756-7496 x4145
(f) 386-756-7487
nprasse@co.volusia.fl.us

From: Phyllis Schwarz
To: Bishop, Rebecca; Herlean, Greg
Date: 10/16/2008 1:14 PM
Subject: Re: Fwd: Maverick

No, we're not involved at this point. Charlene wants Votran to provide this information and Jim Dorsten is going to be handling the response to Mr. Hayman (through Sue Whitaker). This morning, Jim called us back and we transferred his call to Sue.

>>> Greg Herlean 10/16/2008 11:16 AM >>>

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Good question, to ensure the "hand-off" has been made.

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To: Hayman, Jack <JHayman@co.volusia.fl.us>
Cc: Bollenback, Lois <LBollenback@co.volusia.fl.us>
Cc: Herlean, Greg <GHerlean@co.volusia.fl.us>

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Executive Assistant
VOTRAN
950 Big Tree Road
S. Daytona, FL 32119
(p) 386-756-7496 x4145
(f) 386-756-7487
nprasse@co.volusia.fl.us

From: Greg Herlean
To: Bollenback, Lois; Dorsten, Jim
CC: Bishop, Rebecca
Date: 10/22/2008 3:12 PM
Subject: Jack Hayman's Call Yesterday

Lois/Jim,

I tried to call first, but your main number rings without allowing me to enter your extensions. Please call to discuss Mr. Hayman's questions about the bus bench advertising.

Thanks,
Greg



December 1, 2008

LBL-2008-15

Ms. Michelle Jura
Waverly Media LLC
3624 S. Atlantic Ave.
Daytona Beach Florida 32119

Dear Ms. Jura:

The staff and management of Votran appreciate the effort and resources of Waverly Media (and its predecessors) over the years to facilitate the placement of bus benches in unincorporated Volusia County. The provision of appropriate amenities for our transit customers, including curbside seating, has always been a priority of both Votran and the County.

I would like to take this opportunity to share with you a new initiative we will be undertaking which will result in a change to our existing arrangement. Votran has been directed to complete a comprehensive review of our transit amenities program and develop a system-wide approach that will be implemented over time. The program will include such features as passenger seating, information displays, signs, lighting and shelters. Please note that the final recommendation may include options that do not include commercial advertising.

While our review is just underway, it is appropriate at this time to advise you of our intent to discontinue services under the existing agreement. Please recognize this as notice to end our arrangement effective June 1, 2009. Should the County decide to continue using advertising options to off-set the expenses associated with certain amenities, it will be approached using the standard procurement procedures in place for Volusia County.

Again, I would like to assure you that your participation in our joint passenger seating program has been valued. Votran will do everything possible to keep you apprised of those changes, which may be forthcoming.

Sincerely,



Lois Bollenback
General Manager

cc: Heather Blanck
Robert Davenport
Jim Dorsten
Rick Kazawitch

950 BIG TREE ROAD SOUTH DAYTONA, FLORIDA 32119-8815
(386) 756-7496 FAX (386) 756-7487



A service of Volusia County Government

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 4.2
Certified Fee	2.20
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 9.10

Postmark Here

Sent To
 Street, Apt. or PO Box
 City, State

MS MICHELLE JURA
 WAVERLY MEDIA LLC
 3624 S. ATLANTIC AVE
 DAYTONA BEACH, FL 32119

PS Form 3811

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature * <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p>MS MICHELLE JURA WAVERLY MEDIA LLC 3624 S. ATLANTIC AVE DAYTONA BEACH, FL 32119</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>
<p>2. Article Number (Transfer from service label)</p>	<p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>7008 1830 0000 6925 1536</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-01-1540

Waverly MEDIA

December 17th, 2008

Hello Ms. Bollenback,

We appreciate you taking the time to speak with me last week with respect to Votran's future goals concerning bus route amenities and street furniture. We look forward to working with Votran in the future to supply:

Benches

Revenue

Shelters

Trash Receptacles

Bike Racks, and an upmarket, coordinated look throughout Unincorporated Volusia County as per Votran's recent guidelines. We would welcome a competitive bidding process even though Florida Statute 337.408 does not require such for street furniture.

I trust you and Mr. Davenport have found Waverly Media to be responsive to Votran's request and needs since our purchase of the shares in Maverick Bench Media/Associated Marketing. I apologize about the temporary situation you mentioned in Wilbur by the Sea, but I'm sure Bob Davenport can confirm for you that I had not taken over as GM at that point in time nor had Waverly assumed full control or ownership. If we had, rest assured as a local company we would have been far more responsive, and in a timely manner. In addition, we trust note has been made of the repair and/or replacement of all benches, as well as benches being placed at all locations rider's requested whether we placed ads on those benches or not. We strive first and foremost to serve the needs of Votran riders in a fair balance with generating revenue, and environmental concerns.

I recall from our conversation you mentioned a bench placed on a dune, and another situation you would rather not have seen. Please make me aware of any such occurrences and we will remedy those immediately. I do not always have the opportunity to ride with our crew when they are installing new benches. Moreover, you would be surprised where we have found benches moved to by the public. One for example was set on a dune in Ormond by the Sea facing the ocean. As you can appreciate, we would not have placed a bench there with its back to the road and our advertiser facing the ocean!

3624 South Atlantic Avenue Daytona Beach Shores, 32118

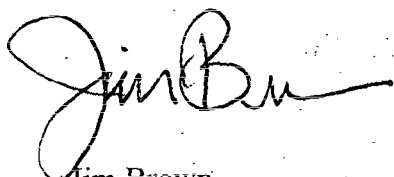
ph 386-322-3600 fax 386-322-3900

We would like you to be aware that we are your local company and we are able to supply the full array of street furniture and amenities required by Votran/Volusia County. Certainly, our expertise is not limited to benches or the accumulation of advertising revenue. We would be your one stop shop, and within reason would be able to supply these amenities free of cost to Volusia County.

In terms of revenue we could generate for Votran/Volusia County with a long term contract, we would guarantee as much as **\$6,000 the first year** with that figure growing on a guaranteed basis annually.

Thank you again for your time, and Happy Holiday to you, yours, and all Votran employees!

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Brown", with a stylized, flowing script.

Jim Brown
General Manager
Waverly Media, LLC

Waverly Media, LLC Profile and Experience

Waverly Media is the **only bench advertising company based in Volusia County**, specifically, Daytona Beach Shores. The benches are currently manufactured in Volusia County and are installed and Maintained by Daytona Beach residents. Moreover, the bulk of our suppliers for printing, signs, insurance, hardware, power equipment, clerical equipment and building supplies are all located in Eastern Volusia County. All Waverly Media maintenance, office, sales, and management staff reside in Volusia County. **We are your local bench advertising company!**

The company, Associated Marketing/Maverick Bench Media, from which Waverly Media purchased 100% of the outstanding shares in October 2007, has served municipalities throughout Volusia County for over 20 years. We currently provide benches and advertising revenue for:

**The City of New Smyrna Beach,
The City of Port Orange,
The City of Holly Hill,
The City of Deltona, and
Votran/Unincorporated Volusia County**

Since the purchase, Waverly Media, LLC has replaced and/or repaired **every bench in every area we serve**. In addition, **licensing revenue paid to the Cities of New Smyrna Beach and Port Orange have increased by over 100%!** Currently we have over 400 benches located throughout the County with new locations being added weekly.

Recently we worked with the City of Holly Hill CRA administrator to design a new environmentally friendly bench manufactured from recycled products and assembled locally. This bench was designed to fit the Redevelopment area's cityscape, just as we can work with Volusia County to develop amenities that will help maintain and encourage riders from all demographics.

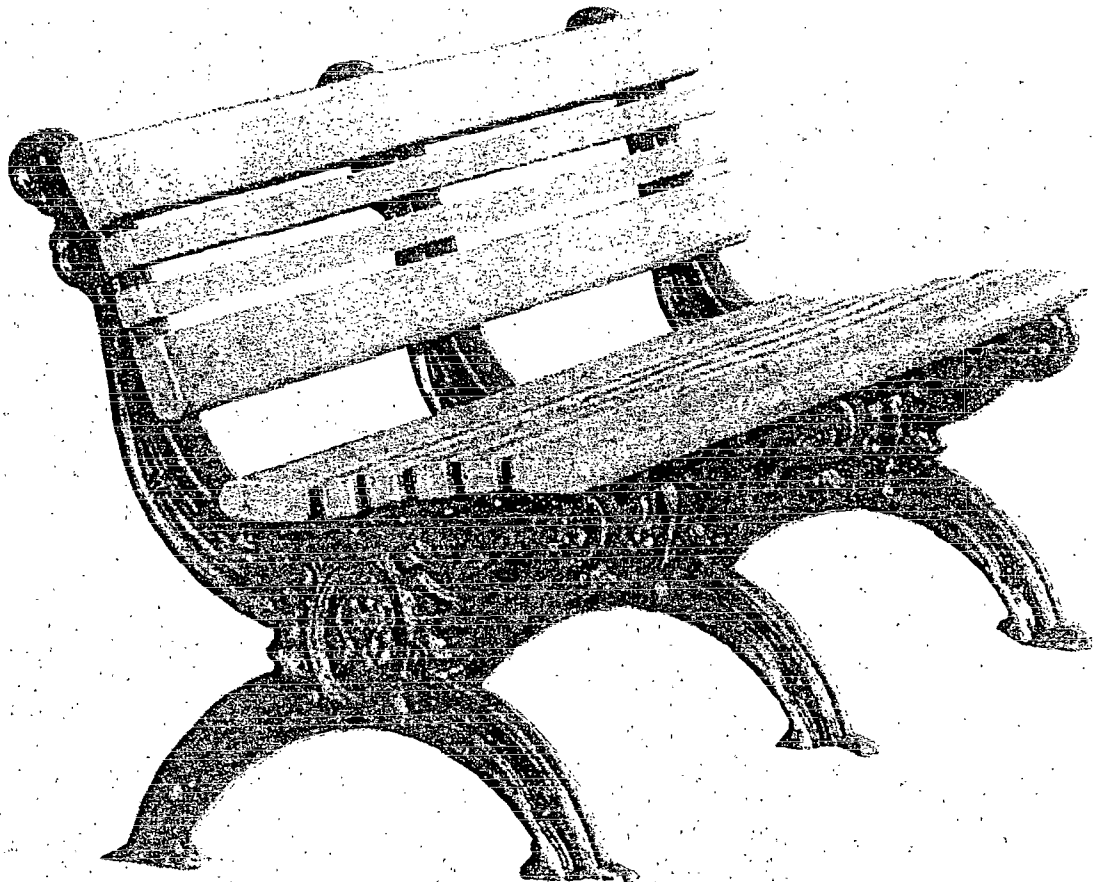
Waverly Media, LLC has a strong local presence in Volusia County and supports local events such as Riverfest, Rockin' on the River, Uncorked, and has helped The Marine Discovery Center raise funds.

Waverly Media Is Going Green

Waverly Media is going green! We have worked diligently to locate and make available throughout Volusia County an environmentally friendly bench made from **100% recycled materials!** This bench is perfectly designed to withstand the difficult conditions of our coastal environment...there is **no metal to rust** and corrode, plus the seats do not overheat in the hot Florida sun. This bench is **customizable** to meet with the County's preference for colors including the seat slats and the base. We look forward to working with the County to create a bench that represents the Charm of Volusia County!

This would be an expensive investment in the streetscapes of Unincorporated Volusia County, and we estimate that this will be a cost to Waverly Media of over \$150,000 over a 5 year period! We are hopeful that the County will find this a worthwhile investment and enjoy the improved look and the green aspects of our new project.

Sample of the 100% Recycled Bench



Bob Davenport

1/16 in capital

J3-B-09BB

- Bus Bench. -

Installation of shelves immediately

we're coming to this

major RFP on a subject
to public safety.

don't want any more -

we need to clarify our position

regarding state's plan to

to be with us

there's been a problem

From: Jim Brown <jimb@waverlymedia.com>
To: <rbishop@co.volusia.fl.us>
Date: 12/30/2008 4:18 PM
Subject: Waverly Media Bus Bench Ads

Hi Becky,

Thank you for taking the time to speak with me today. I appreciate you helping me locate/identify the county ordinance which deals with those ads particular to benches at bus stops on the County Detention Facilities property. Your attention to this is appreciated.

Sincerely,

Jim Brown
General Manager
Waverly Media, LLC
(386)322-3600 x261

From: Rebecca Bishop
To: Schnebly, Tura
CC: Herlean, Greg
Date: 1/9/2009 12:45 PM
Subject: Fwd: Waverly Media Bus Bench Ads
Attachments: Waverly Media Bus Bench Ads

Tura,

This gentleman represents the firm that Votran contracts with to place benches at bus stops, permitting them to advertise on the benches. He is requesting a copy of the ordinance that limits what can be advertised because he has had to remove advertising advertisements for attorneys and bail bonders from benches in front of corrections.

From whom can I obtain this information?

Thanks,
Becki

0

Stephanie Noel - Re: Fwd: Waverly Media Bus Bench Ads

From: Denise Lewis
To: Noel, Stephanie; Schnebly, Tura
Date: 1/14/2009 3:40 PM
Subject: Re: Fwd: Waverly Media Bus Bench Ads
CC: Bishop, Rebecca
Attachments: AMI Bench Advertising Contract.pdf

Attached is the document for bench advertising that Becki is providing for Tura's review.

Denise Lewis, Procurement
Specialist
COUNTY OF VOLUSIA
Purchasing & Contracts
123 W. Indiana Ave., Room 304
DeLand, FL 32720
Phone: 386-626-6621; Fax: 386-
626-6630

On 1/13/2009 at 10:12 AM, Noel, Stephanie (Tura Schnebly) wrote:

Do you have a copy of this contract that you could provide to Tura for her review?
Steph

>>> Rebecca Bishop 1/9/2009 12:45 PM >>>
Tura,

This gentleman represents the firm that Votran contracts with to place benches at bus stops, permitting them to advertise on the benches. He is requesting a copy of the ordinance that limits what can be advertised because he has had to remove advertising advertisements for attorneys and bail bonders from benches in front of corrections.

From whom can I obtain this information?

Thanks,
Becki

Attachments
→
to this email

File



June 13, 2006

Mr. Harold Gallup, President
Maverick Bench Media
6910 Canaty Rd.
Tampa, Florida 33634

Dear Mr. Gallup:

On February 21, 2005, we notified your Volusia County agent, Nat Gerhardt in writing (see attached copy) of our intent to issue a Request for Proposal to install and maintain bus benches in unincorporated Volusia County, beginning as soon as 181 days from his receipt of that notice.

As discussed with Mr. Gerhardt on the telephone shortly after sending that letter, we were unable to move forward with a new RFP and wished to continue our existing arrangement. In order to continue, we require that your office submit documentation of liability insurance for your products. The last submission was over two years ago.

Thank you for your cooperation in this matter. If you have any questions or concerns, please let me know.

Sincerely:

A handwritten signature in black ink, appearing to read "Lois Bollenback", is written over the typed name.

Lois Bollenback
General Manager
VOTRAN

attachment

Cc: Mr. Nat Gerhardt

950 BIG TREE ROAD — SOUTH DAYTONA, FLORIDA 32119-8816
(386) 756-7496 — FAX (386) 756-7487



A service of Volusia County Government



February 21, 2005

Mr. Nat Gerhardt
Maverick Bench Media
140 S. Beach St.
Daytona Beach, Florida

Dear Mr. Gerhardt:

Please accept this letter, as notice of Volusia County's intent to issue a Request for Proposals (RFP) to install and maintain bus benches in unincorporated Volusia County. The intent of the bid request will be for bus bench service to begin at least 181 days from your receipt of this notice, in accordance with the provisions of our existing contract with Maverick Bus Bench Media.

Thank you for your cooperation in this matter. If you have any questions regarding the RFP process, please feel free to contact me at (386) 756-7496, extension 4245.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Fischer", is written over a horizontal line.

Ken Fischer
General Manager
VOTRAN

This Agreement entered into this 1st day of November, 19 92, between the East Volusia Transportation Authority, hereinafter referred to as "VOTRAN," and Associated Marketing, Inc., a Florida corporation for profit, hereinafter referred to as "AMI."

WHEREAS, VOTRAN has the right to use bus stops and rights-of-way where it may be desirable to place benches for the convenience of the public; and

WHEREAS, AMI proposes to place and maintain benches at certain said locations without charge to VOTRAN; and

WHEREAS, VOTRAN and AMI feel it is beneficial to provide the benches for the convenience of VOTRAN customers.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, it is mutually understood and agreed between the parties hereto as follows:

1. VOTRAN hereby gives and grants to AMI the non-exclusive right and privilege to place benches at bus stops in the unincorporated areas of Volusia County, and at such other rights-of-way in the unincorporated areas of the County as are mutually acceptable to AMI and VOTRAN. This right and privilege shall not apply to locations within the Daytona Beach Regional Airport, County parks or within any

municipality.

2. During the term of this Agreement, AMI shall have the right to place benches within the County as heretofore provided; and at the expiration of this Agreement, all rights, titles and interest in said benches shall remain vested in AMI; and AMI agrees immediately to remove, or cause the removal of said benches from the streets, sidewalks, rights-of-way and other County property where said benches are located, at the request of VOTRAN upon the termination of this Agreement unless extended by the parties hereto.
3. Each bus stop bench shall be fit for public use for the purpose for which it was installed and be free from any defect in design or condition that might be hazardous to the public.
4. Bus stop benches shall be placed and maintained along current bus routes at designated bus stops approved by VOTRAN.
5. It is hereby agreed that AMI may place neat and attractive advertising on both sides of the back slats of each bench, provided such advertising does not endanger or offend the health, safety, welfare and morals of the community of Volusia County. The proceeds of said advertising shall be the sole compensation derived by AMI from the placement of

said benches. VOTRAN shall receive compensation in the amount of fifteen (15) percent of gross revenues collected for rental or \$500.00 per year, whichever is greater. This compensation shall remain in effect during the term of this Agreement and any extension or renewals thereof. The said sums shall be paid on a quarterly or semi-annual basis, whichever is agreed to by both parties. AMI agrees to maintain accurate records open to inspection by VOTRAN so as to satisfactorily verify gross revenues and the percentage received by VOTRAN therefrom.

6. AMI agrees to indemnify, hold harmless and defend VOTRAN from and against any and all liability, loss or damage, or for any injury or damage to person or persons or property caused by said benches or any cause connected with said benches or based upon any intentional tort, negligence, or breach of contract caused by AMI. AMI shall secure and maintain a comprehensive public liability insurance policy with a company authorized to do business in Florida and acceptable to VOTRAN in an amount not less than a combined single-limit of One Hundred Thousand Dollars (\$100,000.00) per occurrence/Fifty Thousand Dollars (\$50,000.00) per person/Fifty Thousand Dollars (\$50,000.00) property damage.

AMI shall have an affirmative duty to provide and update proof of such insurance in a form acceptable to VOTRAN. Such policy shall not be materially altered or cancelled

without at least thirty (30) days notice to VOTRAN. VOTRAN shall be named as an additional insured.

7. AMI hereby agrees to maintain and keep said benches in good repair at all times without cost or expense to VOTRAN. AMI reserves the right to remove any bench in the event such bench should prove unprofitable to AMI and AMI shall have the right to temporarily remove, for a period not to exceed thirty (30) days, any such bench for the purpose of repairing, renovating or replacing the same. The benches to be furnished by AMI are to be constructed with concrete ends, wooden seats and backrests and are to be constructed in a substantial and workmanlike manner. VOTRAN reserves the right to inspect said benches from time to time and direct removal or repair by AMI of any benches not found to be fit for further use. AMI shall provide VOTRAN with an address and a telephone number for which to provide AMI with notice of the necessity for removal or repair of any bench. AMI shall remove or cause to be removed such bench or benches or take any other action as approved by VOTRAN necessary to protect the public, within ten (10) working days after written or telephonic notification. In the event VOTRAN determines and notifies AMI that any bench constitutes an immediate danger or is offensive to the public, AMI shall cause the removal of said bench within forty-eight (48) hours (excluding non-work days of VOTRAN) from receipt of such notification.

8. This Agreement shall be for a period of one (1) year, from

11/92 through 11/93.

The Contract shall automatically be renewed for one year unless notice of cancellation shall be given in writing by either party to the other on a date sixty days before the end of the contract period.

9. Termination may occur without cause only after VOTRAN or AMI gives 180 days notice, in writing, to the other party. If a breach or default of this Agreement shall occur, the aggrieved party must give notice, in writing, to the other party of the breach or default and request that said breach or default be remedied within sixty (60) days. If said breach or default is not remedied within sixty (60) days, then the aggrieved party may cancel the Agreement at any time within the succeeding sixty (60) days.

10. Notices under this Agreement shall be furnished to the below addresses and phone numbers as designated and any changes shall be effective only upon written notice by certified mail to the appropriate party.

a. Concerning the general terms of this Agreement:

To VOTRAN:

VOTRAN
General Manager
950 Big Tree Road
South Daytona, Florida 32119
(904) 761-7600

To AMI:

Associated Marketing, Inc.
General Manager
2801 So. Atlantic Avenue
Daytona Beach Shores, Florida 32118
(904) 788-6600

IN WITNESS WHEREOF, the parties have caused these presents to be
executed by their duly authorized officers and seals to be
affixed in duplicate as of the day and year first above written.

EAST VOLUSIA TRANSPORTATION
AUTHORITY

BY:

Norman E. Kelly

County Manager

ATTEST:

Frank R. Rinaldi
Deputy County Attorney

ASSOCIATED MARKETING, INC.

BY:

M. A. Miller

President

ATTEST:

J. M. Miller
General Manager

1/28/09

Tara called and requested I find out who told Waverly they can't advertise. Bail bondmen or attorneys in front of corrections and why.

Called Lois Ballenback and left message for her to contact me.

Spoke to Greg Marcum as well.

1/29/09

(X1978)

Greg Marcum responded to let me know that Marilyn Ford is the one that informed Waverly they could not advertise bail bonds or attorneys in front of corrections. This was done at the instruction of Dan Eckert and Nance Jones. Reason - It is inappropriate setting for this type of advertising and was done

Jim Brown 852 0556

office 322-3600

Waverly

Need current ACORD with ^{prob} County named as additional insured.

1/31 - left voice msg. to call back
322-3600 office

2/3/11 - E-mailed Hold Harmless

2/15/11 - Sent form again

(2/18/11) Received signed Hold Harmless via fax.

From: Rebecca Bishop
To: Bollenback, Lois
CC: Herlean, Greg
Date: 2/11/2009 3:55 PM
Subject: Waverly termination letter

Lois,

Greg tells me you gave Waverly six months notice of termination for their contract. We don't have a copy of that letter; would you please forward a copy for my file?

Thanks,
Becki

Becki Bishop, C.P.M.
Procurement Manager
County of Volusia
386-822-5764

From: Nancy Prasse
To: Bishop, Rebecca; Bollenback, Lois
CC: Herlean, Greg
Date: 2/13/2009 10:06 AM
Subject: Re: Waverly termination letter
Attachments: Waverly (Notice of Termination).pdf

Becki,

Per your request, attached is the letter of termination dated Dec 1, 2008 that was sent certified/return receipt mail to Waverly.

Nancy Prasse
Executive Assistant
Votran
950 Big Tree Road
South Daytona, FL 32119
(p) 386-756-7496 x4145
(f) 386-756-7487
nprasse@co.volusia.fl.us

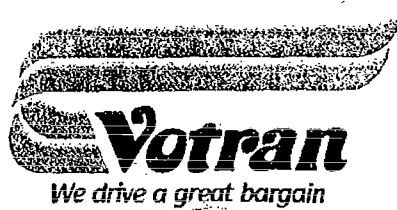
>>> Rebecca Bishop 2/11/2009 3:55 PM >>>
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Thanks,
Becki

Becki Bishop, C.P.M.
Procurement Manager
County of Volusia
386-822-5764

Attachments
→



December 1, 2008

LBL-2008-15

Ms. Michelle Jura
Waverly Media LLC
3624 S. Atlantic Ave.
Daytona Beach Florida 32119

Dear Ms. Jura:

The staff and management of Votran appreciate the effort and resources of Waverly Media (and its predecessors) over the years to facilitate the placement of bus benches in unincorporated Volusia County. The provision of appropriate amenities for our transit customers, including curbside seating, has always been a priority of both Votran and the County.

I would like to take this opportunity to share with you a new initiative we will be undertaking which will result in a change to our existing arrangement. Votran has been directed to complete a comprehensive review of our transit amenities program and develop a system-wide approach that will be implemented over time. The program will include such features as passenger seating, information displays, signs, lighting and shelters. Please note that the final recommendation may include options that do not include commercial advertising.

While our review is just underway, it is appropriate at this time to advise you of our intent to discontinue services under the existing agreement. Please recognize this as notice to end our arrangement effective June 1, 2009. Should the County decide to continue using advertising options to off-set the expenses associated with certain amenities, it will be approached using the standard procurement procedures in place for Volusia County.

Again, I would like to assure you that your participation in our joint passenger seating program has been valued. Votran will do everything possible to keep you apprised of those changes, which may be forthcoming.

Sincerely,

Lois Bollenback
General Manager

cc: Heather Blanck
Robert Davenport
Jim Dorsten
Rick Kazawitch

950 BIG TREE ROAD—SOUTH DAYTONA, FLORIDA 32119-8815
(386) 756-7496—FAX (386) 756-7487



A service of Volusia County Government

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 4.20
Certified Fee	2.20
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 9.32

Postmark Here

Sent To: MS MICHELLE JURA
 Street, Apt. or PO Box: WAVERLY MEDIA LLC
 City, State, ZIP+4: 3624 S. ATLANTIC AVE DAYTONA BEACH, FL 32119

PS Form 3811, February 2004

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>MS MICHELLE JURA WAVERLY MEDIA LLC 3624 S. ATLANTIC AVE DAYTONA BEACH, FL 32119</p>	<p>A. Signature X <i>Charlotte Dickinson</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from service label)</p>	<p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>7008 1830 0000 6925 1536</p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

From: Rebecca Bishop
To: Schnebly, Tura
CC: Noel, Stephanie
Date: 2/13/2009 10:52 AM
Subject: Fwd: Re: Waverly termination letter
Attachments: Waverly (Notice of Termination).pdf

Per your request...

Becki

>>> Nancy Prasse 2/13/2009 10:06 AM >>>
Becki,

Per your request, attached is the letter of termination dated Dec 1, 2008 that was sent certified/return receipt mail to Waverly.

Nancy Prasse
Executive Assistant
Votran
950 Big Tree Road
South Daytona, FL 32119
(p) 386-756-7496 x4145
(f) 386-756-7487
nprasse@co.volusia.fl.us

>>> Rebecca Bishop 2/11/2009 3:55 PM >>>
Lois,

Greg tells me you gave Waverly six months notice of termination for their contract. We don't have a copy of that letter; would you please forward a copy for my file?

Thanks,
Becki

Becki Bishop, C.P.M.
Procurement Manager
County of Volusia
386-822-5764

From: Lois Bollenback
To: Daniel Eckert; Tura Schnebly
Date: 2/13/2009 5:08 PM
Subject: Bus Benches

I have follow-up information regarding the bus bench discussion we had earlier this week. Please contact me at your convenience to discuss.

Thank you,

Lois Bollenback, General Manager
VOTRAN
950 Big Tree Road
South Daytona, FL 32119-8815
Phone: (386) 756-7496, ext. 4126
Cell: (386) 383-0845
FAX: (386) 756-7487
Fax: (386) 322-5164

From: Tura Schnebly
To: Noel, Stephanie
CC: Bollenback, Lois; Eckert, Daniel
Date: 2/16/2009 11:22 AM
Subject: Fwd: Bus Benches
Attachments: Bus Benches

A few seconds ago I called Lois in response to the email and left word on her voicemail.

From: Rebecca Bishop
To: Bollenback, Lois
Date: 3/25/2009 10:33 AM
Subject: Waverly contract

Lois,

I received a voice-mail from Tura indicating that you may have changed your mind on canceling the this contract. If this is true, would you please bring me up to date so I know where we are? Tura's indication is that she is closing this file unless she hears something from me to change that. The last I heard, we were canceling the contract with Waverly. If that has changed, please let me know. I have a copy of the cancellation letter in the file.

Thanks,
Becki

Becki Bishop, C.P.M.
Procurement Manager
County of Volusia
386-822-5764

From: Lois Bollenback
To: Rebecca Bishop
Date: 3/25/2009 12:38 PM
Subject: Re: Waverly contract

We have not retracted our letter of notice to Waverly that states our intent to end the current arrangement. I prepared an agenda item to go before County Council, but Dave pulled it and wanted me to add more detail prior to his approval. We are scheduled to discuss this when he returns next week and I should have a better understanding of our time schedule at that point.

Hope this helps.....Lois

>>> Rebecca Bishop 3/25/2009 10:33 AM >>>
Lois,

I received a voice-mail from Tura indicating that you may have changed your mind on canceling the this contract. If this is true, would you please bring me up to date so I know where we are? Tura's indication is that she is closing this file unless she hears something from me to change that. The last I heard, we were canceling the contract with Waverly. If that has changed, please let me know. I have a copy of the cancellation letter in the file.

Thanks,
Becki

Becki Bishop, C.P.M.
Procurement Manager
County of Volusia
386-822-5764

From: Robert Davenport
To: Fauvelle, Tim
CC: Blanck, Heather; Mayer, Bill
Date: 2/1/2010 9:12 AM
Subject: Bus Shelter and bench missing Jimmy Ann and Clyde Morris (west of Clyde)

Tim, citizens are reporting both the shelter and bench are missing at this location. Apparently our bus stop sign has been removed also. Please target this location for at least a bench. We will handle the sign. I believe this Halifax Behavioral.

Robert Davenport
Customer Service Manager
VOTRAN
950 Big Tree Road
South Daytona, FL 32119-8815
Phone 386-756-7496 X 4119
Fax 386-756-7487
Rdavenport@co.volusia.fl.us
www.VOTRAN.org

From: Robert Davenport
To: Fauvelle, Tim
CC: Mayer, Bill
Date: 2/3/2010 2:31 PM
Subject: re-location bus stops on ISB by FDOT

Tim: DOT has poured two pads on ISB for our buses to use.

One is in front of the BP station just east of the McDonalds on ISB and Tomoka Farms Rd. You still have a bench and trash can at the old location in front of McDonalds.

A second pad has been poured Across from the Wing House. Your bench and can are just east of the pad.

We would appreciate it if you could ask your guys to reposition the benches and cans onto the new pads.

Thank you.

Robert Davenport
Customer Service Manager
VOTRAN
950 Big Tree Road
South Daytona, FL 32119-8815
Phone 386-756-7496 X 4119
Fax 386-756-7487
Rdavenport@co.volusia.fl.us
www.VOTRAN.org

From: Robert Davenport
To: Blanck, Heather
Date: 2/8/2010 8:47 AM
Subject: Re: Fwd: Bus Bench - Port Orange

Heather, this is out by Crane Lakes. We do not serve that location. This appears to be a Waverly Bench Media product. Contact person is Jim Brown, 322-3600.

Robert Davenport
Customer Service Manager
VOTRAN
950 Big Tree Road
South Daytona, FL 32119-8815
Phone 386-756-7496 X 4119
Fax 386-756-7487
Rdavenport@co.volusia.fl.us
www.VOTRAN.org

>>> Heather Blanck 2/5/2010 4:56 PM >>>
Bob - Would you please help with this question? Thanks, Heather

>>> "Perney, Gwen" <gperney@port-orange.org> 2/5/2010 4:54:00 PM >>>
Heather,

We received a complaint today about a bus bench on Taylor Rd., just west of I-95 at Fern Park Rd. (pictures attached). As far as we know, there is no bus stop there. I have two questions for you: 1. Is this bench actively used by Votran? and 2. If not, how do we go about removing the bench? If Votran is not using it, then it would be considered off-site advertising which is not permitted by Code. Thank you for your time.

Gwen Perney
Planner
City of Port Orange

-----Original Message-----

From: Allman, Scott
Sent: Friday, February 05, 2010 4:38 PM
To: Perney, Gwen
Subject: Emailing: DSC04457, DSC04459

Gwen,

The signs are advertising the urgent care at Venetian Bay. Let me know if we have any info from Votran.

<<DSC04457.JPG>> <<DSC04459.JPG>>

From: Heather Blanck
To: gperney@port-orange.org
Date: 2/10/2010 12:36 PM
Subject: Re: Fwd: Bus Bench - Port Orange

Hi Gwen,

This location appears to be near to Crane Lakes. We do not serve that location. This appears to be a Waverly Bench Media product. Contact person is Jim Brown, 322-3600.

Heather Blanck
Assistant General Manager of Planning,
Marketing, and Customer Service
Votran
950 Big Tree Road, South Daytona, FL 32119-8815
386-756-7496 ext. 4112
fax 386-756-7487
<http://www.votran.org>

>>> "Perney, Gwen" <gperney@port-orange.org> 2/5/2010 4:54:00 PM >>>

Heather,

We received a complaint today about a bus bench on Taylor Rd., just west of I-95 at Fern Park Rd. (pictures attached). As far as we know, there is no bus stop there. I have two questions for you: 1. Is this bench actively used by Votran? and 2. If not, how do we go about removing the bench? If Votran is not using it, then it would be considered off-site advertising which is not permitted by Code. Thank you for your time.

Gwen Perney
Planner
City of Port Orange

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From: Allman, Scott
Sent: Friday, February 05, 2010 4:38 PM
To: Perney, Gwen
Subject: Emailing: DSC04457, DSC04459

Gwen,

The signs are advertising the urgent care at Venetian Bay. Let me know if we have any info from Votran.

<<DSC04457.JPG>> <<DSC04459.JPG>>

From: Robert Davenport
To: Blanck, Heather
Date: 3/9/2010 11:45 AM
Subject: Re: Social Security Bus Stop Clyde Morris South of Dunlawton

I got a hold of Waverly. They are on a good will basis going over and clean it up

Robert Davenport
Customer Service Manager
VOTRAN
950 Big Tree Road
South Daytona, FL 32119-8815
Phone 386-756-7496 X 4119
Fax 386-756-7487
Rdavenport@co.volusia.fl.us
www.VOTRAN.org

>>> Heather Blanck 3/9/2010 9:06 AM >>>

Good morning Bill, Is there any way to get Port Orange assistance in providing a trash can at this location? Our customer service has complaints from the landscape company about the loose trash that collects in the drainage ditch.

From: Heather Blanck
To: Davenport, Robert
Date: 4/26/2010 9:53 AM
Subject: Fwd: Votran Benches with Commercial Advertising in Wilbur by the Sea

FYI

>>> <Jcgigi@aol.com> 4/26/2010 9:35 AM >>>

Joshua,

-On Friday, County Staff was very responsive and helpful answering my query about a February code change which will now permit commercial advertising to be placed on ten benches erected within the past two weeks at Votran stops in Wilbur by the Sea. Additionally, I have learned that an advertising company plans to place commercial signs on these benches in the very near future. Although these sign benches appear to be located on public property and the right away, they are immediately adjacent to homes in this residential area. Additionally, some of the benches are very close (approx one foot) to the roadway and may pose a safety concern. (please see photos below)

- Permitting these sign benches to be erected in Wilbur by the Sea will also violate the "Purpose and Intent" stated in the Code sec 72-32 i.e.:

"These regulations are also designed to preserve the character, appearance and aesthetic qualities of Volusia County by regulating the erection, maintenance, size, height and number of signs permitted..... to ensure that signs do not have a detrimental effect on the character, appearance and property values of the County. ..to allow the county to rationally plan its physical surroundings in such a way that visual blight is minimized and that no sign constitutes a traffic or safety hazard".

- Erecting so many commercial signs is also inconsistent with the approved Wilbur by the Sea Local Plan including its "Goal: Maintain the existing residential, cultural and scenic values associated with the Wilbur Community...."

-I am not opposed to benches although I have observed very little use of Votran in Wilbur, am concerned about safety because of the narrow right of way and conclude the benches will be primarily sign platforms creating a visual blight and benefiting commercial profits rather than residential interests.

- In considering this matter, request Council/staff take into account that Votran advertising benches do not exist in Ponce Inlet, Daytona Beach Shores and areas of Daytona indicating this type of commercial advertising is undesirable, inappropriate, and adversely impacts the character, appearance and aesthetic qualities of surrounding areas.

-I would also ask council/staff to imagine themselves in the position of Wilbur residents and decide if a commercial sign bench in front of their homes or two on every block of their neighborhood would be acceptable from an aesthetic and property value basis.

-In summary request:

--- Volusia County/Votran prohibit commercial advertising on the ten Votran benches in Wilbur because such advertising is inconsistent with the purpose and intent of the overlaying code and the approved Wilbur Local Plan/Overlay.

--- County and Votran follow the Ponce Inlet/Daytona Beach Shores example by requiring Votran benches in Wilbur be positioned parallel to the roadway rather than diagonally to maximize setback in order to mitigate the safety

concern.

--- Staff appropriately revise new ordinance No 2010-03 to prohibit commercial advertising in Wilbur and other unincorporated residential areas with approved and conflicting Local Plans/Overlays..

-Thank you for your attention to this matter.

Sincerely and respectfully, Chris Gigicos, 4221 South Atlantic Ave, Tel 761 0653

From: Ken Fischer
To: Blanck, Heather
Date: 4/6/2010 1:33 PM
Subject: Fwd: FW: Bench distributors in your district This request is timesensitive
Attachments: Bench Letter BB 031110 KL comments districts.doc; Ken Fischer.vcf

Heather,

Can you provide FDOT with the information on Waverly and 20/20 Media?

Thanks,
Ken

Ken Fischer
General Manager
Votran
950 Big Tree Road
South Daytona, FL 32119
(386) 756-7496, ext. 4126
kfischer@co.volusia.fl.us

>>> "Adamson, Karen" <Karen.Adamson@dot.state.fl.us> 4/6/2010 1:26 PM >>>

We have been asked to identify any bus bench distributors you know of in your area. Our Central Office will be sending the attached letter to inform them of the requirements they must meet when they place benches. Please let me know of the names and addresses by Friday, April 9. Thanks

From: "Adamson, Karen" <Karen.Adamson@dot.state.fl.us>
To: "esuchsland@co.volusia.fl.us" <esuchsland@co.volusia.fl.us>
Date: 4/6/2010 1:31 PM
Subject: FW: Bench distributors in your district This request is timesensitive
Attachments: Bench Letter BB.031110 KL comments districts.doc

We have been asked to identify any bus bench distributors you know of in your area. Our Central Office will be sending the attached letter to inform them of the requirements they must meet when they place benches. Please let me know of the names and addresses by Friday, April 9. Thanks

From: Elizabeth Suchsland
To: Blanck, Heather; Fischer, Ken
Date: 4/6/2010 3:15 PM
Subject: Fwd: FW: Bench distributors in your district This request is timesensitive
Attachments: Bench Letter BB 031110 KL comments districts.doc

I am aware of Waverly - 20/20, are there any other vendors I should add to the list for FDOT?

Elizabeth Suchsland
Assistant General Manager of Operations and Maintenance
VOTRAN
950 Big Tree Road
South Daytona, FL 32119
Telephone: 386-763-3727
Fax: 386-756-7487
Cell Telephone: 239-438-7222

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>>> "Adamson, Karen" <Karen.Adamson@dot.state.fl.us> 4/6/2010 1:31 PM >>>

We have been asked to identify any bus bench distributors you know of in your area. Our Central Office will be sending the attached letter to inform them of the requirements they must meet when they place benches. Please let me know of the names and addresses by Friday, April 9. Thanks

From: Heather Blanck
To: Adamson, Karen
CC: Davenport, Robert
Date: 4/6/2010 4:47 PM
Subject: Re: Fwd: FW: Bench distributors in your district This request is timesensitive

Good afternoon Karen,

Ken asked me to get this information to you. There are many municipalities within our County that do not have bus bench advertising arrangements. Some cities have made bus stop improvements that include benches: Daytona Beach, Debary, Daytona Beach Shores, Ponce Inlet, Ormond Beach, Holly Hill. The only company with bus bench contracts in Volusia County is Waverly Media. (Port Orange, New Smyrna Beach, Deland and perhaps others). Waverly currently provides benches in the unincorporated area. Their contact information is below.

Jim Brown
General Manager
Waverly Media
3624 S Atlantic Ave Daytona Beach Shores, FL 32118
(386)322-3600 x261

>>> "Adamson, Karen" <Karen.Adamson@dot.state.fl.us> 4/6/2010 1:26 PM >>>

We have been asked to identify any bus bench distributors you know of in your area. Our Central Office will be sending the attached letter to inform them of the requirements they must meet when they place benches. Please let me know of the names and addresses by Friday, April 9. Thanks

From: "Adamson, Karen" <Karen.Adamson@dot.state.fl.us>
To: Heather Blanck <hblanck@co.volusia.fl.us>
Date: 4/7/2010 7:58 AM
Subject: RE: Fwd: FW: Bench distributors in your district This request is time sensitive

Thanks Heather.

-----Original Message-----

From: Heather Blanck [mailto:hblanck@co.volusia.fl.us]
Sent: Tuesday, April 06, 2010 4:47 PM
To: Adamson, Karen
Cc: Robert Davenport
Subject: Re: Fwd: FW: Bench distributors in your district This request is time sensitive

Good afternoon Karen,

Ken asked me to get this information to you. There are many municipalities within our County that do not have bus bench advertising arrangements. Some cities have made bus stop improvements that include benches: Daytona Beach, DeBary, Daytona Beach Shores, Ponce Inlet, Ormond Beach, Holly Hill. The only company with bus bench contracts in Volusia County is Waverly Media. (Port Orange, New Smyrna Beach, Deland and perhaps others). Waverly currently provides benches in the unincorporated area. Their contact information is below.

Jim Brown
General Manager
Waverly Media
3624 S Atlantic Ave Daytona Beach Shores, FL 32118
(386)322-3600 x261

>>> "Adamson, Karen" <Karen.Adamson@dot.state.fl.us> 4/6/2010 1:26 PM >>>

We have been asked to identify any bus bench distributors you know of in your area. Our Central Office will be sending the attached letter to inform them of the requirements they must meet when they place benches. Please let me know of the names and addresses by Friday, April 9. Thanks

From: Robert Davenport
To: Fauvelle, Tim
CC: Blanck, Heather
Date: 4/20/2010 4:32 PM
Subject: Bus Shelter Request - Central Manor

Tim: We have had a request from the residents of **Central Manor(136 Fairview)** for the installation of a bus shelter on the south side of their property on Fairview. We have a stop location there and you maintain a bench at the site. The contact person is **Brenda Arnold 898-2411**.

Robert Davenport
Customer Service Manager
VOTRAN
950 Big Tree Road
South Daytona, FL 32119-8815
Phone 386-756-7496 X 4119
Fax 386-756-7487
Rdavenport@co.volusia.fl.us
www.VOTRAN.org