



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MAY 2, 2017

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING CITIZEN PARTICIPATION SHOULD COMPLETE A SPECIAL APPLICATION FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Pledge of Allegiance
2. Silent Invocation
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. April 4, 2017 - Regular City Council Meeting
 - b. April 18, 2017 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. DJ Design-Task Authorization No. 3-Port Orange City Hall HVAC Upgrades-Architectural Design and Planning-Project OBM008
 - b. Addendum No. 11 to Quentin L. Hampton Associates, Inc. contract for inspection services
8. Settlement for Thomas DuBrule

C. CITIZEN PARTICIPATION (Agenda)

9. Waiver of Fees Request for 1161 Bayview Lane
10. Update from the Port Orange Historical Trust

D. CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

E. COUNCIL COMMENTS

11. Comments/Concerns from Council Members

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

12. Proclamation for Teacher Appreciation Week
13. Environmental Advisory Board Update
14. Golf Advisory Board Update
15. Report from KemperSports on the Cypress Head Golf

G. PUBLIC HEARING

16. Second Reading - Ordinance No. 2017-4 – Benton House Assisted Living and Memory Care Facility Small-Scale Comprehensive Plan Amendment, Case No. 16-20000003
17. Second Reading - Ordinance No. 2017-6 – PUD Rezoning and Benton House Master Development Agreement and Conceptual Development Plan, CASE NO. 16-65000001
18. Second Reading - Ordinance No. 2017-10 – Rezoning/6080 Deerfeed Trail, Case No. 17-60000001
19. First Reading - Ordinance No. 2017-16 - LDC Amendments/Chapters 2, 12, 16, 17, and and 18 - Tattoo Establishments, Case No. 17-25000001
20. First Reading - Ordinance No. 2017-17 - LDC Amendments/Chapters 12, 17, and 18 - Adult Entertainment Establishments, Case No. 17-25000002

H. REGULAR AGENDA

21. Approval of Temporary Contract Position to Serve as ERP Project Manager
22. Approval of Professional Services Contract with GFOA for Assistance in ERP Selection
23. First Reading - Ordinance No. 2017-11 - Revision to City Code Sec. 2-267 - Bidding Requirements
24. First Reading - Ordinance No. 2017-13 -Sec. 2-278 Professional Services and Consultants' Competitive Negotiation Act (CCNA)
25. First Reading - Ordinance No. 2017-14 -Section 2-269 Performance and payment bonds.
26. First Reading - Ordinance No. 2017-15 - Sec. 2-262 Purchase and Sales Procedures
27. Financial Report March 31, 2017

I. COMMENTS

28. City Attorney Comments

29. City Manager Comments

a. Purchasing Manual Discussion

J. COUNCIL COMMITTEE REPORTS

30. City Council Committee Reports

a. River to Sea TPO

b. General Employees' Pension Board

K. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE; IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 1-800-955-8771.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
APRIL 4, 2017

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Don Burnette at 6:33 p.m.

Pledge of Allegiance

Invocation was provided by Pastor Donn Dobberstein of Our Savior's Lutheran Church.

Roll Call:	Present:	Councilman Chase Tramont Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Bob Ford Mayor Don Burnette
	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

Items #8 and 11 were pulled by Council for further discussion.

6. Bid Awards and Contract Items

- a. Approval of Task Authorization No. 2 to the Master Contract of Engineering Services with Quentin L. Hampton Associates.
- b. Approval of Task Authorization No. 3 to the Master Contract of Engineering Services with Quentin L. Hampton Associates.
- c. Approval of Change Order No. 1 to Piggyback Agreement with Shenandoah General Construction
- d. Hazen Construction - Deductive Order and request for final payment, White Acres Project
- e. Approval of Change Order No. 1 - Ryanwood Drive Culvert Replacement

7. Interlocal Agreement regarding Vargal Conservation Area for Police Shooting Range Training Facility, Article 3

8. License Agreement – 4029 North Waterbridge Circle

9. License Agreement – 1136 Harbour Point Drive

10. License Agreement – 1138 Harbour Point Drive

11. ITB #17-06 - Forklift for the Water Reclamation Facility, request to reject all bids

12. Approval of Freeman Mediation Settlement

Motion to approve the Consent Agenda as amended was made by Vice Mayor Ford, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

8. License Agreement – 4029 North Waterbridge Circle

Councilman Bastian believes Council should begin applying their direction from the recent workshop, which was to not allow brick pavers to replace the concrete sidewalk. Councilman Stiltner agreed but has difficulty changing courses on the applicants mid-stream.

Margaret Roberts, City Attorney, advised Council they have the freedom to approve this under the old process or the new direction. The new direction would require a delay.

Motion to approve the Consent Agenda Item #8 as presented was made by Vice Mayor Ford, and Seconded by Councilman Tramont. Motion carried 4-1 by roll call vote with Councilman Bastian voting no.

11. ITB #17-06 - Forklift for the Water Reclamation Facility, request to reject all bids

Motion to approve Consent Agenda Item #11 was made by Councilman Tramont, and Seconded by Councilman Bastian.

Councilman Stiltner asked if this equipment is needed right away. He wants to ensure Staff has what they need to serve the citizens and Staff isn't missing out on a good deal.

Lynn Stevens, Public Utilities Director, advised that all work is being completed for the citizens. This equipment will enhance Staff's performance in the way of easier scheduling of projects and deliveries because they will have the equipment on hand. If the bids are rejected, Staff will re-evaluate the requirements of the bid and put it back out for re-bidding. She advised that both bids were technically non-responsive.

Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Agenda)

13. Fee Waiver request - Ronnie Williams

Joe Biggs, local teacher, provided details regarding Ronnie Williams' success in basketball. She went to Atlantic High School and is the first woman to be drafted into the WNBA. Sherri Williams, Ronnie Williams' mother, discussed her daughter's

accomplishments and her desires to come back to the community and give back. They requested a fee waiver of the amphitheater and Lakeside Community Center to show the WNBA draft on Thursday, April 13, 2017 at 7:00 p.m.

Mayor Burnette believes the in-kind contributions that will come back to the community will be invaluable for our children. Council Members agreed.

Motion to approve the waiver request was made by Vice Mayor Ford, and Seconded by Councilman Bastian. Motion carried unanimously by voice vote.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

There were none.

COUNCIL COMMENTS

14. Comments/Concerns from Council Members

Councilman Bastian asked for an update on the Ridgewood Avenue median project. Mr. Johansson said a bid award will come before Council on April 18, 2017 on this project.

Vice Mayor Ford asked if Staff can check into the fence issue along the rear businesses in the 700 block of the north side of Dunlawton Avenue that were damaged in Hurricane Matthew. Wayne Clark, Community Development Director, said most of the property owners have complied. The only one to not comply is moving forward to the Special Magistrate this month; however, Staff understands the property owner has now contracted with a fence company to repair the damage.

Mayor Burnette asked the City Manager for an anti-littering campaign.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

15. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided details from the February 2017 reports on the golf course.

16. Child Abuse Prevention Month

Mayor Burnette read the proclamation regarding Child Abuse Prevention Month.

17. Water Conservation Month

Mayor Burnette read the proclamation regarding Water Conservation Month.

TABLED ITEMS

18. Purchasing Manual Section 3.01 revision relating to Purchasing Authority (Tabled 3/28/17)

Motion to remove Item #18 from the table was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried unanimously by voice vote.

Motion to approve Item #18 was made by Vice Mayor Ford, and Seconded by Councilman Stiltner.

Mr. Johansson discussed the request asking for Council's approval for the City Manager to delegate approval of contract items up to \$15,000 to Department Heads. This will result in a more efficient process. The new process will increase risk to the City but the ultimate accountability remains with the City Manager.

Discussion was held regarding current practice and current authorities. Ms. Roberts advised this is a process improvement request. She believes it is good for the organization to streamline the process. Councilman Stiltner would entertain a trial run.

Ms. Roberts encouraged Council to consider helping the organization grow by giving more responsibility to the leadership.

Councilman Tramont is also supportive of a trial run. He's not sure if this is a "need" versus a "want" though. Ms. Roberts explained that the Purchasing Division was handling these items prior to 2012 but after turnover, the City Attorney's Office took that assignment over. She will need another employee if Council doesn't want to approve the change. Department Heads are already handling contract items up to \$5,000; this request increases their authority to \$15,000.

Council expressed their concerns regarding the changes being proposed as it relates to delegating authority of contract items up to \$15,000 to Department Heads but, they agreed to remove the City Attorney from the process. They wanted to ensure there is strong accountability. Mr. Johansson assured Council that he is still ultimately responsible for all purchases and he is holding all Department Heads accountable for their items.

Tracey Riehm, Finance Director, explained the current process as well as the changes that will result from this request.

Motion to amend the motion to include language to allow purchases up to \$15,000 to exclude the City Attorney was made by Vice Mayor Ford, and

Seconded by Councilman Tramont.
Motion to amend carried 4-1 by roll call
vote with Councilman Bastian voting no.

Motion to allow purchases up to \$15,000
to exclude the City Attorney's review
carried 4-1 by voice vote with
Councilman Bastian voting no.

REGULAR AGENDA

19. First Reading - Ordinance No. 2017-9 - Amending Section 2-273 of the Code
of Ordinances

Mayor Burnette read Ordinance No. 2017-9.

ORDINANCE NO. 2017-9

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE IV,
DIVISION 2, SECTION 2-273 REGARDING ADDITIONAL
REGULATIONS AND PROCEDURES; PROVIDING FOR
CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2017-9 on
first reading was made by Councilman
Bastian, and Seconded by Councilman
Stiltner.

Mr. Johansson explained the request for the change to include final approval of the
Purchasing Manual being made by the City Manager rather than Council since it is a
procedural manual not policy.

Councilman Tramont wants to ensure Council is still able to discuss changes. Mr.
Johansson advised that council discusses changes during the ordinance consideration
process. How Staff executes the policy is tasked on the City Manager pursuant to the
City's Charter. Councilman Tramont supported the change to cut out red tape.

Vice Mayor Ford believes Council should continue to approve the Purchasing Manual to
ensure the interpretations are accurate.

Sarah Jones, citizen, agreed with Vice Mayor Ford's position.

Mr. Johansson suggested providing the proposed amendment to the Purchasing Manual
based on the Ordinance approvals via email rather than the bureaucracy of bringing it
back to Council for approval.

Motion failed 2-3 by roll call vote with Councilman Tramont, Councilman Stiltner, and Vice Mayor Ford voting no.

20. New Port Orange Website Progress Update

Jamie Miller, Administrative Services Director, and James Hicks, IT Manager, provided details of the progress with the City's new website design. Council liked the design as presented.

COMMENTS

21. City Attorney Comments

There was nothing further from the City Attorney.

22. City Manager Comments

Mr. Johansson advised Council of the invoice from Halifax Humane Society because of the cat hoarding issue.

COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

a. River to Sea TPO – Councilman Bastian was unable to attend as he was in Tallahassee for Volusia Days.

b. General Employees' Pension Plan – Councilman Stiltner reported the details of the plan from the recent meeting held.

ADJOURNMENT: 8:46 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
APRIL 18, 2017

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Don Burnette at 6:30 p.m.

Pledge of Allegiance

Invocation provided by Calvin Gittner of Port Orange Presbyterian Church.

Roll Call:	Present:	Councilman Chase Tramont Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Bob Ford Mayor Don Burnette
	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

CONSENT AGENDA

Mayor Burnette moved Approval of Minutes to after Public Comments on Consent Agenda Items Only and Agenda Approval as requested by the City Clerk.

5. Public Comments on Consent Agenda Items Only

There were none.

6. Agenda Approval

Item #10 was pulled by the City Attorney for further discussion.

6a. Approval of Minutes

- a. March 27, 2017 - City Council Workshop
- b. March 28, 2017 - Regular City Council Meeting

- 7. Renewal of Employee Health, Dental and Life Insurance Plans
- 8. Approval of the Third Amendment to the Interlocal Agreement Between Ponce Inlet and the City of Port Orange for Billing Sewer Services
- 9. Addendum No. 9 to Quentin L. Hampton Associates, Inc. contract for site and subdivision inspection services
- 10. Subordination of SHIP Down Payment Assistance Second Mortgage - Lonitz

Motion to approve the Consent Agenda as amended was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried unanimously by voice vote.

Item #10 – Subordination of SHIP Down Payment Assistance Second Mortgage - Lonitz

Margaret Roberts, City Attorney, advised Council of some changes in the loan terms but still recommends approval. The property owner is not receiving any proceeds from the refinance but costs are included in the loan. She will revise the agreement accordingly should Council agree.

Motion to approve Consent Agenda Item
#10 as presented by the City Attorney
was made by Vice Mayor Ford, and
Seconded by Councilman Bastian.
Motion carried unanimously by voice
vote.

CITIZEN PARTICIPATION (Agenda)

11. State of Our Community Health System - Ann Martorano, Chief Operating Officer & Administrator of Halifax Health Port Orange

Ms. Martorano discussed the health care system and upcoming plans for Halifax Health, specifically in Port Orange.

12. Update from the Port Orange Historical Trust

Mark Pierson, President of the Port Orange Historical Trust, was unable to attend and requested a continuance until May 2, 2017. Council agreed.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Billie Wheeler, County Council Member District 2, was present and introduced herself. She offered her assistance to Port Orange.

Jim Paytas, citizen, discussed an issue he has regarding a vacated easement in Pinnacle Park. He asked Council for their thoughts on leaving the right-of-way intact and utilizing the FPL easement instead. It will allow him to leave the vegetation. Mayor Burnette would lean toward approval but would like to hear from Community Development Staff first. FPL would need to agree to utilize their easement. Council agreed to consider the request with additional information to be provided.

Creekside Middle School Robotics Team asked Council for permission to use the Port Orange flag for national competition. They are here representing Spruce Creek High School SMASH Team as well. The high school is currently headed to Texas. Creekside will be in Arkansas in May. Council agreed to the usage.

COUNCIL COMMENTS

13. Comments/Concerns from Council Members

Councilman Tramont will not be in attendance at the May 16, 2017 Council meeting as he has been selected as the Volusia County Social Studies Teacher of the Year.

Vice Mayor Ford thanked the Port Orange/South Daytona Chamber of Commerce for their work meeting with businesses along Ridgewood Avenue. He asked for a workshop regarding traffic issues. He wants to discuss turn lanes, technology for synchronizing lights, and other items that Community Development has been working on. He wants citizens updated on the work being done by Staff. Council agreed to hold a workshop. Mr. Johansson believes it can be added to the May 30, 2017 workshop.

Councilman Bastian noticed a dead palm tree at the Eastport sign on Dunlawton Avenue. He asked what the status is of the Dunlawton and US 1 fountain lights. He said the landscaping looks good but would like to see the lights working.

Councilman Stiltner believes US 1 and east side businesses are starting to transition and are cleaning up their properties. He is happy to see the changes. Council wants Code Enforcement to continue their work in enforcing the clean-up.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

14. Motorcycle Safety Awareness Month

Mayor Burnette read a proclamation for Motorcycle Safety Awareness. Katherine Weldon, Leather & Lace Motorcycle Club, introduced herself and thanked Council for the proclamation each year.

15. Arbor Day Proclamation

Mayor Burnette read a proclamation for Arbor Day.

16. Actuarial Report from Dave Leonard - General Employees' Pension Plan

Dave Leonard, Actuary for the General Employees' Pension Plan, provided details from the annual Actuarial Report.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

17. Citizen Advisory Committee for TPO

Bobby Ball provided details from the recent meeting.

18. Second Reading - Ordinance No. 2017-7 - City Logo/Seal Ordinance Amendment

Mayor Burnette read Ordinance No. 2017-7.

ORDINANCE NO. 2017-7

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE I, SECTION 2-3 RELATED TO THE USE OF THE OFFICIAL CITY SEAL AND LOGO; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-7 on second reading was made by Councilman Bastian, and Seconded by Vice Mayor Ford. Motion carried unanimously by roll call vote.

19. Second Reading - Ordinance No. 2017-8 - Minor Chapter 50 Clean-up Amendment

Mayor Burnette read Ordinance No. 2017-8.

ORDINANCE NO. 2017-8

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 50, ARTICLE II, SECTION 50-32 REGARDING THE PROHIBITION OF ADMISSION CHARGES AT ATHLETIC FACILITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-8 on second reading was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

20. First Reading - Ordinance No. 2017-10 – Rezoning/6080 Deerfeed Trail, Case No. 17-60000001

Mayor Burnette read Ordinance No. 2017-10.

ORDINANCE NO. 2017-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +/-0.77 ACRES LOCATED AT 6080 DEERFEED TRAIL FROM FLOOD PLAIN-CONSERVATION (F-C) TO RURAL RESIDENTIAL (RR); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-10 on first reading was made by Councilman Bastian, and Seconded by Vice Mayor Ford.

Penelope Cruz, Planner, provided details of the City's request. The properties zoning has not matched its usage for a few decades. This rezoning cleans that up.

Motion carried unanimously by roll call vote.

21. Final Plat & Plans and Subdivision Variance for the Woodhaven Subdivision, Phase I, North of Williamson Boulevard, east of I-95, Case No. 17-50000001

Motion to approve the final plat & plans and subdivision variance as presented was made by Vice Mayor Ford, and Seconded by Councilman Bastian.

Ms. Cruz explained the request and the improvements be constructed. There is a request for a variance to not require a trash compactor or dumpster. They will instead provide curbside garbage pickup. Staff recommends approval of the final plat and plans, as well as the subdivision variance.

Vice Mayor Ford received a request to table this item due to environmental concerns from a citizen. He did not see a reason to hold it up.

Motion carried unanimously by roll call vote.

REGULAR AGENDA

22. Change order CXT

Motion to approve the change order with CXT as presented was made by Vice Mayor Ford, and Seconded by Councilman Bastian.

Susan Lovallo, Parks & Recreation Director, provided details of the Change Order being requested. There was an error made by her to which she apologized.

Motion carried unanimously by roll call vote.

23. Bid Award ITB #17-17 Landscaping Improvements on State Road 5/US1/Ridgewood Avenue FM#437858-1-58-01

Motion to approve the bid award to C&L Landscape, Inc. in the amount of \$579,776 subject to final approval of the contract documents by the City Attorney was made by Councilman Bastian, and Seconded by Vice Mayor Ford.

Margaret Tomlinson, Construction and Engineering Manager, explained the details of the request to award the bid to C&L Landscape, Inc. This item and item #24 go hand in hand to enhance the area. Manager Johansson advised Council this project requires a transfer of funds from the City Center landscape project. That project will be put on hold until other funding can be determined. Councilman Stiltner would like to re-visit the discussion regarding City Center's landscaping to accomplish their goals around the complex.

Motion carried unanimously by roll call vote.

24. Addendum No. 10 to the Quentin L. Hampton Associates, Inc. contract for Construction Engineering and Inspection (CEI) services for the Landscaping Improvements on State Road 5/US 1/Ridgewood Avenue

Motion to approve Addendum No. 10 to QLHA for Construction Engineering and Inspection (CEI) Services for the landscaping improvements on State Road 5/US 1/Ridgewood Avenue in the amount of \$42,875 and upon appropriation authorize the City Manager and City Clerk to execute all contract documents was made by Councilman Bastian, and Seconded by Vice Mayor Ford. Motion carried unanimously by roll call vote.

25. Discussion on Lease Extension with ArtHaus Foundation, Inc. for the City-owned property located at 3840 Ridgewood Avenue

Manager Johansson requested Council direction as to the Lease Extension with ArtHaus Foundation, Inc. He explained the current Lease Agreement requires ArtHaus to maintain the grounds; however, City Staff has been handling that service. They do not currently pay any rent. He recommended Council follow the current contract based on a business decision. Staff will prepare a lease extension based on Council's direction.

Vice Mayor Ford believes culture and art is critical in the community and would like to continue to waive the rent and maintain the grounds for them. He would like help from ArtHaus with some community projects throughout the year.

Motion to waive the rent and continue maintaining the grounds was made by Vice Mayor Ford, and Seconded by Councilman Stiltner.

Councilman Tramont supports arts in education and supports the motion.

Councilman Bastian wants to see them stay but he's struggling with the free rent and maintenance.

Councilman Stiltner supported ArtHaus but asked them to promote City events, as well as other events along Ridgewood Avenue.

Laurie Ring, ArtHaus, discussed the start of the program and statistics from 2016.

Manager Johansson asked Council for authority to change the contract to read consist with the discussion and vote to waive the rent and grounds maintenance. Council agreed.

Motion to amend to include metrics and annual reports was made by Vice Mayor Ford, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

Motion as amended carried unanimously by roll call vote.

26. City Manager's Evaluation

Council provided feedback to Manager Johansson regarding his performance during 2016. Goals for 2017 were presented. Council is pleased with the City Manager's job.

COMMENTS

27. City Attorney Comments

There was nothing further.

28. City Manager Comments

There was nothing further.

COUNCIL COMMITTEE REPORTS

29. City Council Committee Reports

- a) Port Orange/South Daytona Chamber of Commerce – Vice Mayor Ford discussed their visits up and down Ridgewood Avenue. They are planning a clean-up along Ridgewood Avenue.
- b) Roundtable of Elected Officials – Mayor Burnette reported on the recent meeting. They discussed roadway funds and taxes.
- c) ArtHaus – Discussed earlier in the meeting.

ADJOURNMENT: 9:07 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/02/2017

Consent item: No

SUBJECT: (B7a) DJ Design-Task Authorization No. 3-Port Orange City Hall HVAC Upgrades-Architectural Design and Planning-Project OBM008

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION: Move to approve Task Authorization No. 3 to DJ Design.

SUMMARY: The Public Works Department is requesting Task Authorization No. 3 with DJ Design under their current contract for professional architectural design and contract services, executed January 24, 2017 and valid for three (3) years.

A preliminary review of the existing HVAC system at City Hall on February 17th, 2017, determined there are indoor air quality issues with the existing HVAC system. The existing equipment set-up, original HVAC, and control designs were reviewed and it was suggested that a replacement of the controls and re-configuration and re-balance of the distribution system would be necessary.

The proposed scope of work for the architectural and mechanical design for the City Hall HVAC Remediation would include meetings with key staff to identify actual performance requirements, develop 'as-built' plans and design solutions. The attachments reflect the scope of work for DJ Design, scope of work from sub-contractor Cape Design Engineering, Inc. and Itemization of Service Hours for a combined fee of \$29,067.00.

Funding for the City Hall HVAC Remediation was for Fiscal Year 2017 from 317-1000-519-63-97, Project OBM008 with a total budget of \$220,000. This Task Authorization is only for the Architectural and Mechanical Design Proposal and RFP will be requested for the actual construction and implementation of the design.

Project No.: OBM008 Funding Account No.: 31710005196397

ATTACHMENTS:

1.	Task Authorization No 3	Task Authorization No 3.pdf
2.	DJ Design Service Contract	DJ Design Services RFSQ 16-36 CA5524 01.23.20.pdf

Alyssa Walker	Created/Initiated - 04/11/2017
Alyssa Walker	Approved - 04/14/2017
Mike Silvey	Approved - 04/14/2017
Branford Adumuah	Approved - 04/17/2017
Tracey Riehm	Approved - 04/17/2017
Margaret Roberts	Approved - 04/20/2017
Jake Johansson	Approved - 04/20/2017
Robin Fenwick	Final Approval - 04/21/2017

TASK AUTHORIZATION NO. 3
Master Contract for Architectural Services dated January 24, 2017
Between the City of Port Orange, Florida and DJ Design Services, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **DJ DESIGN SERVICES, INC.**, a Florida corporation with its principal place of business at 913 North Nova Road, Holly Hill, Florida 32117 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Architectural Services dated January 24, 2017, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide Architectural Design and Planning Services relating to City Hall HVAC Upgrades, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall substantially complete the scope of services to be provided herein within 70 days of the date of this Task Authorization No. 3, additional time of up to 30 days shall be allowed in the event of unforeseen conditions within the scope identified.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$29,067.00, and an allowance for any unforeseen conditions not to exceed \$5,000.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

DJ DESIGN SERVICES, INC.

Printed Name: _____ By: _____
James M. Wachtel, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

Printed Name: _____ By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____ Date: _____

[CA 5524]

Task Authorization No. 3

EXHIBIT “A”

(Consisting of 4 Pages)



913 N. Nova Road
Holly Hill, Florida 32117
(386) 255-6987 (386) 255-6989 FAX
AA26000567

ARCHITECTS • PLANNERS

March 7, 2017

Alyssa Walker, Business Manager
Public Works
City of Port Orange
407 Virginia Avenue
Port Orange, Florida 32127

VIA E-mail

RE: Port Orange, City Hall HVAC Remediation - Architectural/Mechanical Design Proposal - Project No. 02354.14

Alyssa,

As a result of our preliminary review of the existing HVAC system at City Hall on February 17th with Bobby Bryant, Mark Leuders, Lu Mized PE, Kannan Rengarajan, PE and myself; it was determined that there are some Indoor Air Quality (IAQ) and control issues with the existing HVAC system. Kannan reviewed the existing equipment set-up, the original HVAC and control designs and has determined that a replacement of the controls and re-configuration and re-balance of the distribution system will be in order.

The anticipated scope-of-work will include meetings with you and key staff to identify actual performance requirements (temperature and RH), develop 'as-built' plans and design solutions for remediating the situation. The attached scope-of-work from **Cape Design Engineering Inc.** and our Itemization of Service Hours represent a combined fee of **\$29,067** which we would undertake in accordance with our recently-approved Professional Architectural Services agreement (RFSQ #16-36).

Please review this to see if it agrees with *your* understanding of the anticipated work efforts needed. Looking forward to your response, I am...

Yours truly,
Ddesign Services, Inc.

Dana M. Smith, Architect
Principal

Port Orange City Hall HVAC Study and Re-design

Itemization of Service Hours

Permit Documents Tasks	Senior Project				Total
	Architect	Architect	Drafter	Admin	
Coordinate as-built CAD drawings	2	0	6	0	8
On-site Review/ Analysis	2	0	0	0	2
City Staff Meeting(s)	4	0	0	1	5
Mechanical/Electrical Coordination	4	0	4	0	8
Bidding and Permitting Coordination	6	0	3	1	10
Pre-construction Conference	4	0	4	1	9
Construction Phase Services	4	0	2	1	7
<i>Subtotal</i>	26	0	19	4	

Total Hours of Service

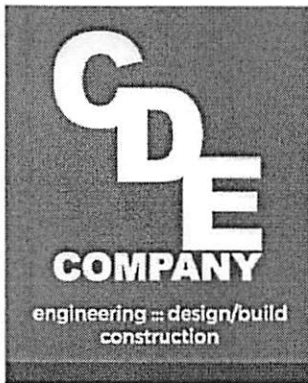
49

hourly rate \$	125.00 \$	100.00 \$	55.00 \$	45.00
subtotals \$	3,250.00 \$	- \$	1,045.00 \$	180.00 \$
				4,475.00

In an effort to save time and preserve our environment, all documents will be transmitted digitally via email. If hardcopies are required, Didesign will include the cost of production on a subsequent invoice for reimbursement.

Total Architectural Design Fee \$ 4,475.00

4/19/2017



775 E. Merritt Island Cswy.
Suite 230
Merritt Island, FL 32952

P: 321.799.2970
F: 321.799.0375

www.cdeco.com

TO: Dana Smith
DJ Design, Inc.
913 North Nova Road
Holly Hill, FL 32117

CDE: 17-067
March 6, 2017

SUBJECT: Fee Proposal for the Port Orange City Hall HVAC Upgrades

Dear Mr. Smith,

Cape Design Engineering Co. (CDE) is pleased to submit this fee proposal for preparing construction documents and construction support for the Port Orange City Hall HVAC Upgrades.

Scope of Work:

- Design team to visit site to verify existing conditions.
- Engineering load analysis for 1st and 2nd floor.
- Develop new plans for all ductwork/VAV boxes as needed for 1st and 2nd floor.
- Develop controls drawing and sequence of operation.
- Electrical required for equipment installation.
- Support during construction consisting of submittal reviews, response to contractors RFI's two field visits for quality and progress, final punch list, and as-built preparation.

Clarifications and Assumptions:

- Additional Services required as a result of substantial additions to the established Scope of Work will require additional compensation to the A/E. The fees for Additional Services will be based on negotiations between the Client/Owner and the A/E. Authorization by the Client/Owner to accomplish any additional services will be required prior to the performance of the additional service(s) by the A/E.
- Cost estimating is not included in the scope of work

Schedule:

CDE will begin work upon receipt of a Purchase Order (PO) issued. The date CDE receives the PO will become known as the Notice to Proceed (NTP) date. Table 1 below provides a proposed design schedule for the project. This does not include design review time by the owner. The schedule assumes needed information is provided in a timely manner. Any delays or changes to approved direction will impact the schedule and the impact will be addressed on a case by case basis.

Table 1 – Proposed Design Review Submittal Schedule¹

Submittal	Working Days from Completion of Previous Phase
45% DD	40
90% CD	20
Final Signed and Sealed	10

Proposed Fee:

The proposed fee for the above scope effort is \$24,592.

Thank you for the opportunity to submit this proposal. Please contact us with any questions or clarifications.

Sincerely,



Philip W. Thomas, P.E.
Director of Engineering



CITY OF PORT ORANGE MASTER CONTRACT FOR ARCHITECTURAL SERVICES

This Master Contract for Architectural Services ("Contract") is entered into this 24 day of January, 2017, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **DJ DESIGN SERVICES, INC.** ("Architect"), a Florida corporation whose principal address is 913 North Nova Road, Holly Hill, Florida 32117 (The City and Architect are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Architect hereby agrees to provide the following services to the City of Port Orange:
- (i) Professional continuous architectural design and consulting services to provide various renovation, restoration, construction and general consulting projects, and may include preparation of design and specifications, conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction, and as more specifically described in City of Port Orange Request for Statements of Qualifications ("RFSQ") No. 16-36 and DJ Design, Inc. Proposal dated August 26, 2016, attached hereto as Exhibit "1."
- (b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of three (3) years (the "Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) additional one-year terms.

Manner and Place: The Architect shall perform the services as outlined in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) if applicable and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Architect shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Architect acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Architect or require the City to place any orders for work or service. Authorization for performance of services by the Architect under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Architect. A sample Task Authorization is attached hereto as Exhibit "2."

3. City Obligations. In return for the services identified above, the City agrees to compensate Architect the amount authorized in each Task Authorization. The City's obligation to pay Architect under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

4. Contract Administration. The Parks and Recreation Director, Susan Lovallo ("Contract Administrator"), shall perform contract administration of this Contract. For notice provisions, see the paragraph entitled "Notice." The work shall be under the direction of the authorized Contract Administrator who shall have final decision authority for all phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Architect shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Architect's negligent performance of the services furnished under this Contract.

5. Statement of Architectural Services. The Architect shall:

- (a) Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval.
- (c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other Architectural services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this Contract:
 - (i) Site Visits/Special Permits. The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs. The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the

- scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
- (iii) Working Drawings and Specifications. After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
- (iv) Original Drawings - Final Plans. Upon approval of final plans the Architect shall deliver to the City one set of original drawings in such medium and on such materials as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City the Architect shall deliver to the City one set of original drawings as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications. The Architect shall, without additional fee, correct and revise the drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.
- (vi) Bidding. The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

6. Responsibility of the Architect. The Architect shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Architect under this Contract. The Architect shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

7. Reuse of Documents. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced in the performance of this Contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including drawings and specifications prepared by the Architect pursuant to this Contract are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by the City of others for any other project. Reuse for another project without written verification or adaption by Architect for the specific purpose intended will

be at the City's risk. Any such verification or adaption will entitle Architect to further compensation at rates to be agreed upon by the City and Architect. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Architect.

8. Expert Witness. The Architect shall serve as an expert witness for the City in any legal proceedings regarding this Project if the City so requests. The expert witness fee for Architect shall be negotiated at the time the Architect is called as an expert.

9. Modifications to Scope of Work/Change Orders.

(a) Change Orders. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price of the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Architect's cost of, or time required for performance of the work hereunder, Architect shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Architect for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Architect of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the Contract. The Architect shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Architect shall not be entitled to payment for a charge for any extra work or material.

10. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Architect in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified and approved in writing by the Contract Administrator. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination.

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Architect of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Architect shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Architect under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (v) Settle all outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
- (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - a. The fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - b. The completed or partially completed plans, drawings, information, and other property which, if the Contract has been completed, would have been required to be furnished by the City.
- (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Architect shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Architect made in writing such thirty (30) days period or authorized extension thereof. Upon failure of the Architect to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Architect by reason of the termination and shall thereupon pay to the Architect the amount so determined.

(d) Subject to the provisions of Paragraph 11(c), the Architect and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Architect by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly and the Architect shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Architect, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Architect and the Contract Administrator to agree as provided in Paragraph 11(d), upon the whole amount to be paid to the Architect by reason of the termination of work pursuant

to this subparagraph, the Contract Administrator shall pay to the Architect the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the Contract for such work, less any payments previously made.:

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributed to the work and services paid or to be paid for under Paragraph 11(e)(i) hereof:

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11(b)(v) above, which are properly chargeable to the terminated portion of the Contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11(a) above; and

c. A sum, as profit on Paragraph 11(a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the Contract is terminated because of Architect's default, the City may take over the work and services and complete the same by Contract or otherwise, and the Architect shall be liable to the City for any increased cost of the project.

12. Examination of Records

(a) The Architect agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Architect involving transactions related to this Contract.

(b) The Architect further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Architect involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

13. Public Records Compliance. The Architect shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Architect does not transfer the records to the City.

(d) Upon completion of the Contract, Architect shall transfer to the City, at no cost, all public records in possession of the Architect and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Architect does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Architect may be subject to penalties under Section 119.10, Florida Statutes.

ARCHITECT QUESTIONS RELATING TO ARCHITECT'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

14. Termination for Non-Appropriation of Funds.

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this Contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Architect. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

15. Insurance.

(a) Architect shall maintain insurance during the life of this Contract. Architect shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. The Architect shall furnish policies and certificates of insurance to the City for review and approval. Approval by the City of any policy of insurance shall not, however, relieve the Architect from its responsibilities to provide the insurance coverage required herein. The certificates shall clearly indicate that the Architect has obtained insurance of the type, amount, and classification required by these provisions. No work shall be commenced until the City has approved the policies. This Contract may be terminated by the City without penalty or expense, if policies requested hereunder are not provided to and approved by the City within thirty (30) days of the date hereof. The Architect shall notify the City and to the City's designated insurance Risk Manager of any changes in or cancellations of coverage.

(b) For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the City as an additional insured for workers' compensation. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Architect shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the

required insurance. Architect shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Architect for the reasonable additional costs of increased coverage. The Architect shall maintain the following coverages:

Insurance		Standards	Comments
Workers' Compensation	<u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>		All States (Broad Form) Voluntary Compensation	
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

16. Assignability of Contract. Neither this Contract, nor any part hereof, may be assigned by the Architect to any other party without the express written approval of the City Council.

17. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

18. Liability for Loss or Damage. Architect shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Architect, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Architect, his/its agents, servants and employees. Architect shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

19. Non-discrimination. During the performance of this Contract, Architect agrees as follows:

(a) Architect will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Architect. Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Architect agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Architect shall state in all solicitations or advertisements for employees placed by or on behalf of Architect that Architect is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Architect shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

20. E-Verify. Architect shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Architect during the term of this Contract and shall expressly require any subcontractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

21. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Architect, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the City Council, Architect shall proceed diligently with the performance of this Contract in accordance with that decision.

22. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

23. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE**

PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

24. Additional Provisions. As may have been outlined in RFSQ No. 16-36, written quotes, purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof.

25. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

26. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: DJ Design Services, Inc.
Attention: Dana M. Smith, Vice President
913 North Nova Road
Holly Hill, Florida 32117
(386) 255-6987 – Telephone
dsmith@djdesigninc.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

27. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Architect and the City until the City signs this Agreement.

28. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

[Signature]

Printed Name: DANA M. SMITH, V.P.

[Signature]

Printed Name: DAVID J SWARTZ

DJ DESIGN SERVICES, INC.

By: [Signature]

James M. Wachtel, President

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 1-19-17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of JAN, 2017, by James M. Wachtel, as President of DJ Design Services, Inc. a Florida corporation, and who:

[Notary: Please select one]

- ☒ is personally known to me; or
☐ has produced _____ as identification.

[Signature]

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



SHANNON DEE FOER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF028797
Expires 9/15/2017

Witnesses:

CITY OF PORT ORANGE

Frances Gosnell
Printed Name: Frances Gosnell

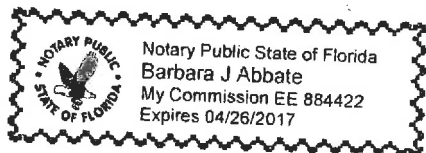
By: [Signature]
Donald O. Burnette, Mayor

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 1/24/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of Jan., 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



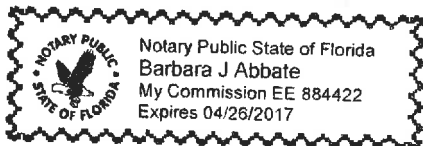
Witnesses:

Frances Gosnell
Printed Name: Frances Gosnell

Barbara J. Abbate
Printed Name: Barbara J. Abbate

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 24 day of Jan, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



[CA 5524]

CITY OF PORT ORANGE - MASTER CONTRACT FOR ARCHITECTURAL SERVICES [CA5524]

Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

ATTEST:

By: [Signature]
Robin L. Fenwick, CMC, City Clerk

Date: 1/24/17

Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Exhibit “1”

Fee Schedule, DJ Design, Inc. Proposal, and RFSQ 16-36

(Exhibit “1” includes a total of 109 pages)

HOURLY RATE SCHEDULE
CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES
CITY OF PORT ORANGE RFSQ # 16-36

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects associated with the contract referenced above for the City of Port Orange.

COMPANY NAME: DJdesign Services, Inc. Architects and Planners

<u>Category of Employee</u>	<u>Hourly Rate</u>
Senior Project Architect/Principal	\$125.00
Project Manager/Architect	\$100.00
CAD Technician	\$55.00
Administrator/Clerical	\$45.00

City of Port Orange, Florida

Statement of Qualifications for Professional Architectural Services

RF5Q #16-36

August 26, 2016 at 2:30 p.m.

CD Cover



913 N. Nova Road
Holly Hill, FL 32117
AA26000567
(386) 255-6987 P
(386) 255-6089 F
www.djidesigninc.com

ARCHITECTS • PLANNERS



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Debarment History***

***Tab H: Client References for Similar
Projects***

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913 N. Nova Road
Holly Hill, Florida 32117
(386) 255-6987 (386) 255-6989 FAX
AA26000567

ARCHITECTS • PLANNERS

August 26, 2016

City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

RE: **RFSQ #16-36 Professional Architectural Services**

Dear Selection Committee,

DJdesign Inc., Architects and Planners are pleased to submit this Statement of Interest and Introduction. We invite you to review our capabilities as we feel DJdesign is uniquely qualified to continue serving as your **Architectural Design Professionals**.

One of the hallmarks of our practice is adaptive re-use and renovations to existing buildings. Presently we hold continuing services contracts with **Volusia County, City of Daytona Beach, Daytona State College and Flagler County Public Schools**. Project types have ranged from single room alterations to whole floors, re-roofing projects, parks and recreation facilities and forensic analyses of existing buildings.

Over the past 18 months, we have been pleased also to have been similarly engaged by the **City of Port Orange** on several recent projects including the **Cypress Head Clubhouse Remodeling, Public Safety Building Remodeling Studies, City Hall Master Planning, Breakroom Remodeling and Pedestrian Bridge Repair**.

Because we maintain excellent working relationships with our various public clients, we have been rewarded with *renewed* continuing services contracts. We take pride in our ability to work directly and effectively with staff and users to help guide the design efforts and to "be there" through all phases of the project and beyond. We will do whatever is necessary to assure that these projects are designed and completed to your satisfaction.

Some key attributes include:

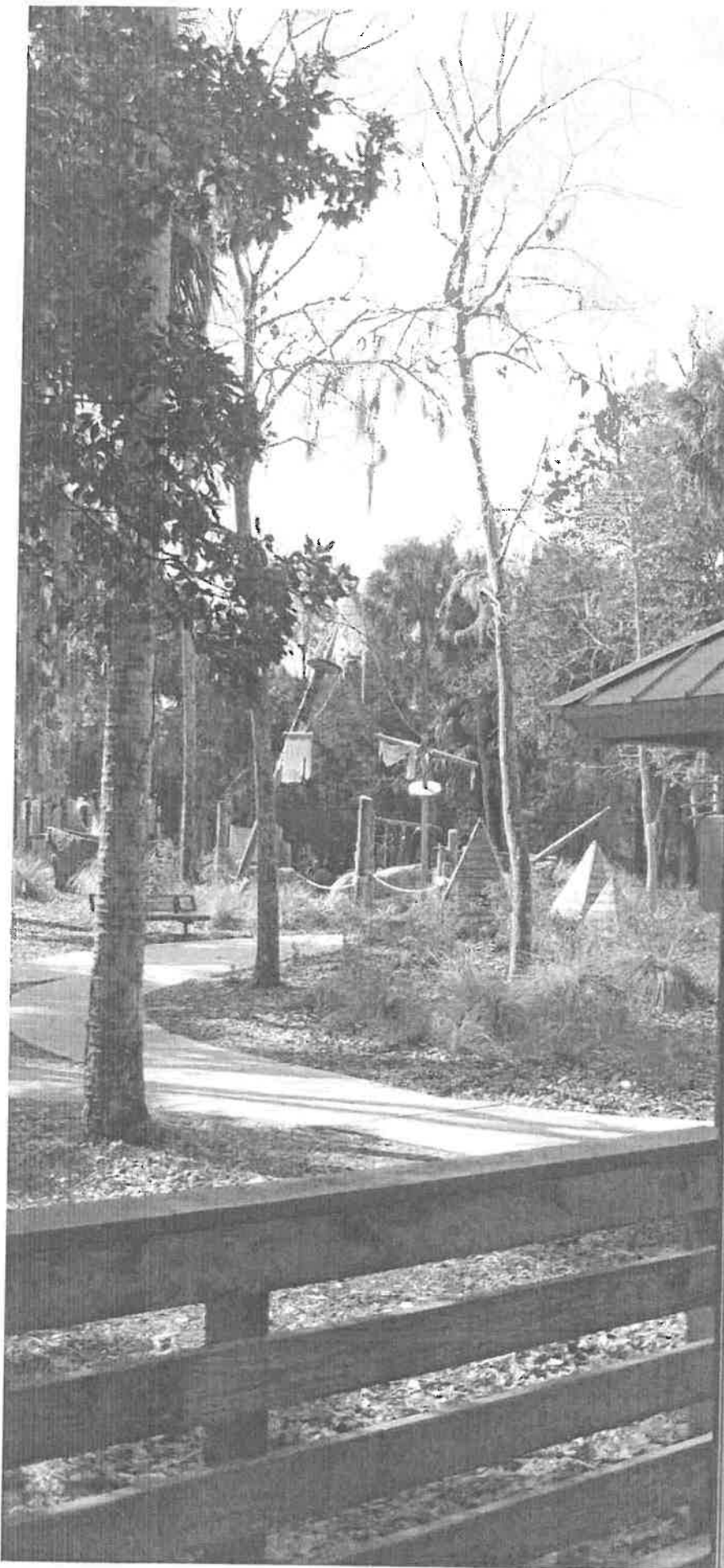
- ✓ Our approach and methodology is to be "hands on" professionals! Service to our clients is paramount!
- ✓ We are uniquely qualified, we know the City of Port Orange well and there will be no learning curve for our team.
- ✓ There is no substitute for the experience and insight gained from having assisted many separate counties, cities, public agencies and user groups.
- ✓ We have extensive relevant experience in many varied project types.
- ✓ We *always strive* for economically viable and environmentally sustainable building solutions.

We look forward to assisting the City of Port Orange; we have invested both time and energy into improving our communities whenever we can and trust that you will agree that our background is a good match.

Yours Truly,

A handwritten signature in black ink, appearing to read 'R. H. Smith', is written over the 'Yours Truly,' text.

DJdesign Inc., Architects and Planners



Tab

A

***Company History,
Qualifications,
Ability and Capacity***

Tab A-Company History, Qualifications, Ability and Capacity

DJdesign Inc. Architects and Planners was founded in 2002 by Architects Dana M. Smith and James M. Wachtel with a commitment to "big firm expertise and small firm service". Dana and Jim have a combined 75+ years of Architectural Design and Planning experience with many local signature projects completed over the past 16 years. Those projects include **The 2003 Ocean Center Expansion, Daytona Beach International Airport Terminal Expansions, Flagler County Government Services Complex, Kim C. Hammond Justice Center, New Volusia County Courthouse, ICI Center at Embry Riddle Aeronautical University, Academic Support Center at Daytona State College** as well as many more small and mid-size public and private commissions. Jim and Dana have served on many local civic boards such as Volusia County Growth Management, Ormond Beach Historic Landmarks Preservation Board, Daytona Midtown Development Board, VCARD and DSC Building Technology Advisory Board. Architect Dana Smith will serve as the Principal in Charge and Lead Architect. Jim Wachtel will lead the Project Management and Construction Administration.

Legal Name: DJdesign Services, Inc.
Type of Ownership: Corporation, August 16, 2002
Location: 913 North Nova Road, Holly Hill, Florida 32117

DJdesign Inc. is a full-service Architectural Design Firm with services including:

- Architectural Services from Schematic Design through Construction
- Coordination of Engineering Disciplines and Special Consultants
- Programming-Pre-Design
- Conceptual Design
- Site Selection and Master Planning
- Assessment of Existing Facilities
- Space Needs, Due-Diligence Studies and Functional Studies
- Feasibility Studies
- ADA Accessibility Reviews
- Functional Programming
- Site Analysis
- Life Safety and Code Compliance Review
- Constructability and Forensic Review
- Project Management
- Cost & Schedule Estimating
- Technical Report Writing
- Furnishing/Equipment Specifications
- Construction Contract Negotiation
- Bidding Review and Analysis
- Contract Administration
- Project Management
- 3D Modeling, Renderings and Animation
- ED Design and Certification
- Revit Building Modeling

Tab A –Company History, Qualifications, Ability and Capacity

The project management principles at **DJdesign** engender consistent quality, cost control, on-time performance and coordinated documents during the design phase of each project. The **Project Work Plan** is our key management tool to deliver successful projects with respect to technical quality, client satisfaction, and project finances. The **PWP** is developed by the project manager with input from key project stakeholders. The **PWP** acts as a road map for the project team in carrying out our commitments. The **PWP** that will provide relevant project background and will identify yours and ours expectations as well as our respective “success factors,” resources, and organizational data. The **PWP** will highlight key contractual information and will be kept current throughout the life of each project.

Four clear objectives define our Professional Excellence Goal:

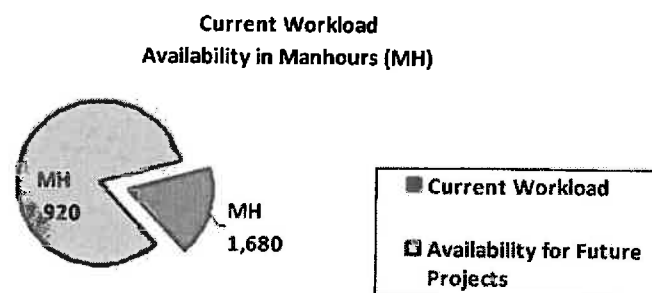
- Client satisfaction
- Team satisfaction
- Operational consistency
- Continuous improvement

The same project management team will continue through construction, with the specific goal of working together as a team with the contractor/construction manager to achieve a successful completion. Our record of satisfied clients confirms our company’s commitment to maintaining a high level of quality and consistency in services, management, and overall capability. Further, it conveys that we as a company will support our clients’ expectations and requirements in a professional manner and strive to request input towards continuous improvement.

Our team employs state-of-the art technologies to maximize our productivity, while maintaining a “lean” business model. Our team uses **AutoCAD 14**, enabling us to “file share” easily with all of our sub-consultants and modify documents quickly and accurately. Our team uses **REVIT** as well to “model” projects in 3-D so as to better communicate design intent with the client/users in the early stages, streamline the approval process and coordinate building systems with our engineers before construction ever begins.

We have two registered architects, one graduate architect, one designer/CADD and an office administrator. We have maintained a “lean and adaptable” team throughout the recent economic downturn while “under-promising and over-delivering”.

We have more than sufficient design and production capacity to complete projects in the time required.



Tab A –Company History, Qualifications, Ability and Capacity

The **DJdesign Team** will lead each of the phases of work with the cooperation and input of the City staff and end-users of the proposed project. All final decisions and approvals, as always, rest with the City. We strive for consensus among all parties in the defining the project goals. The following steps are a general guide for project development and, depending upon the scope-of-work, may be applied:

Preliminary Investigation Phase

- Develop electronic base plans from measured drawings or site investigation
- Project schedule and cost model to be used as a guide by the design and construction teams

Programming Phase and Program Definition

- Determine current and future uses of the building or spaces
- Define the day-to-day operation of the facility in order to assure that the end-product functions the way the City staff and public intends.

Conceptual Study Phase

Upon agreement with and acceptance of the programming phase findings, the **DJdesign Team** will create two- and three- dimensional concepts to satisfy the most recent information developed during the programming investigation. Each concept developed will be reviewed with the stakeholders to test for functionality, usability and organization of space within the facility and general “curb appeal”. The Revit rendering below demonstrates that process.

Project Budget - Refined

Using the conceptual plans and elevations as a basis of design, the **DJdesign Team** will develop a preliminary project budget. This exercise will help define the quality of materials to be identified in the subsequent phases of design documentation. Staff input and guidance during this phase of service is essential.

Final Design and Construction Documents Phase

Following the conceptual studies will be the progression into the design drawings and construction documents phases. At the completion of each of these phases, the set of design/construction documents will be given to the City for review and comment. **DJdesign** will assist City Purchasing with bidding documents, advertising for bids and analyzing the bid results.

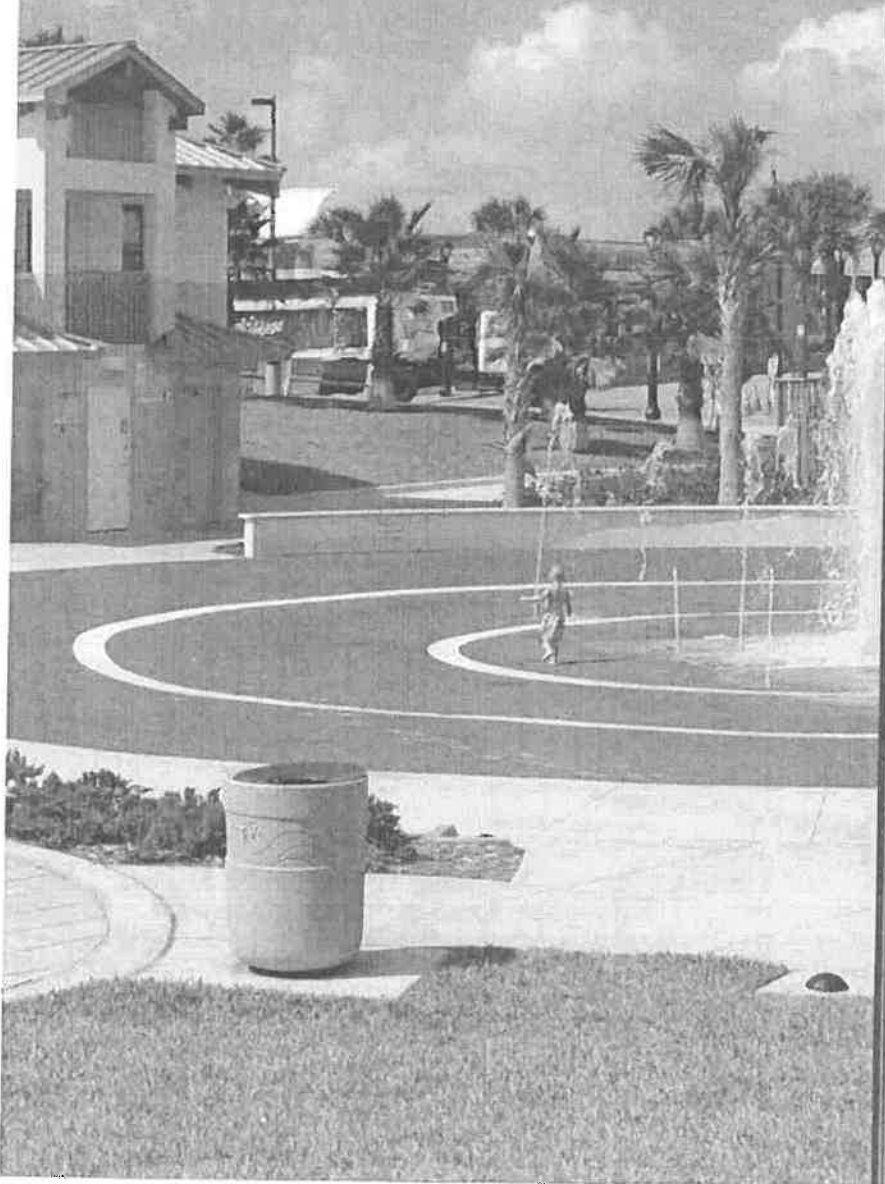
Construction Administration

The implementation of the design does not end with issuance of Construction Documents or issuance of the Building Permit. The **DJdesign Team** will continue a strong presence and leadership role as the project transitions to the Construction Phase. The designer’s role continues with the shop drawing reviews, quality control reviews, interpretations, scheduling decisions and operational concerns.



Tab B

Qualifications and Abilities of Professional Personnel



Tab B-Qualifications and Abilities of Professional Personnel

DJdesign Services, Inc.,
Architects and Planners
913 North Nova Road, Holly Hill, Florida 32117
Phone: (386) 255-6987
Fax: (386) 255-6989

Professional Staff:

Dana M. Smith, Architect, Vice-President

Role: Principal in Charge & Lead Project Architect

James M. Wachtel, Architect, President, LEED® Accredited Professional

Role: Project Management & Construction Administration

DJdesign Services, Inc. has extensive experience in these project types:

- Volusia County Fleet Operations Building Remodeling
- Volusia County IT Building Alterations
- Volusia County Agri-Cultural Kitchen Remodel
- Volusia County Branch Jail Entry Plaza
- Volusia County Judges Chamber Renovations
- Volusia County Public Defender Office Renovations
- Volusia County Animal Control Clinic Renovations
- Daytona State College Field House Renovations
- Daytona State College Building 420 Demo
- Daytona State College IT Tech Services Remodel
- Flagler County Public School Plant Services Remodeling
- Flagler County Colbert Land Trailhead Facility
- Flagler County Varn Park Public Facility
- Daytona Play House Addition and Renovations
- City of Holly Hill City Hall Annex Renovations
- City of Holly Hill Market Place Catering Room Alterations
- City of Daytona Beach Golf Club Renovations
- City of Daytona Beach Peabody Auditorium Kitchen Renovations
- City of Daytona Beach Environmental Learning Center and Public Facilities
- City of Daytona Beach Cypress Community Center
- City of Ormond Beach Andy Romano Park and Public Facilities
- City of Ormond Beach City Hall Renovations
- Umatilla Community Center Renovations
- Paisley Civic Center Upgrades
- Get Fitness Gym Renovations

Dana M. Smith, Architect

Principal-in-Charge & Lead Project Architect

Mr. Smith is the co-founder and Vice-President of DJdesign Services, Inc. Mr. Smith has over 38 years of experience as a professional architect. His primary emphasis is on client development, marketing and overall project design. His experience includes public buildings, government complexes, educational facilities, criminal justice facilities, athletic complexes, religious buildings, commercial buildings, museums and recreational facilities.

Mr. Smith's pre-planning and programming skills along with the user's input, informs the design process so that the built space is truly responsive to client needs and goals. His strengths are the comprehensive and seamless management of the design process from start to finish. Mr. Smith works very closely with the client ensuring that his vision is their vision.

EDUCATION

*B. Design, Architecture, 1976
University of Florida*

*B. Architecture, Architecture/Urban Design, 1979
Boston Architectural College*

*M. Architecture, Architecture, 1985
University of Florida*

CERTIFICATIONS

*Registered Florida Architect
Registration Number AR0009483*

Dana has been with DJdesign for 14 years and has 35+ years of experience.

PROJECT EXPERIENCE:

City of Port Orange:

- Cypress Head Clubhouse Remodeling
- City Hall Master Plan
- City Hall Break Room Remodel
- City Hall Pedestrian Bridge
- Public Safety Building Re-Use Study
- EOC Remodel

City of Daytona Beach:

- Daytona Beach Golf Club Renovations
- Peabody Auditorium Stage Improvements
- Environmental Learning Center
- Main Street Pier Renovations

Flagler County:

- Colbert Lane Trailhead Facility
- Government Services Center
- Emergency Operations Center

County of Volusia:

- Sheriff's IT Building Alterations
- Courthouse Judges Chambers Renovations
- Animal Control Center Remodeling

Daytona State College:

- Conference Center and Guest House
- Honor's Office and Lounge
- B300 Women's Center Renovations
- B200 Writing Center Renovation
- B430 Facilities Planning Remodel
- B450 Kinder Care Remodel
- Classroom of the Future Design
- B210 Library/Café Area Renovation

City of Holly Hill:

- Community Resource Center Renovation
- Historic Market Place Interior Renovation

James M. Wachtel, Architect
LEED® AP

**Project Management &
Construction Administration**

Mr. Wachtel is the co-founder and President of DJdesign Services, Inc. Mr. Wachtel has over 40 years of experience in all phases of Architectural Planning, Design and Project Management. He approaches each project from the point of view that a successful project is an interdisciplinary collaboration resulting in a single product and service that responds to the client's needs. This approach has resulted in successful projects for numerous public clients.

Mr. Wachtel's responsibilities include management of the overall project. He has had great success in implementing and overseeing the quality control operations of each project. He has consistently coordinated projects that were completed on time and within budget.

EDUCATION

*B. Architecture, Architecture, 1970
University of Notre Dame*

CERTIFICATIONS

*Registered Florida Architect
Registration Number AR0014460*

Jim has been with DJdesign for 14 years and has 40+ years of experience.

PROJECT EXPERIENCE:

City of Port Orange:

- YMAC Remodeling
- Allen Green Center
- Amphitheater Addition
- All Children's Park Design Criteria
- Port Orange Causeway D/B

City of Daytona Beach:

- Municipal Stadium Remodeling
- Utilities Department Renovation
- Peabody Auditorium Kitchen Renovations

County of Volusia:

- The Ocean Center Expansion
- AG Center Renovations
- GEMS Room Remodel
- Strickland Shooting Range
- Fire Services Rappelling Platform

Florida Power and Light:

- Daytona Beach Service Center Remodel
- Ormond Beach Service Center Remodel

City of Holly Hill:

- Middle School Electrical Renovation
- Middle School Restroom Renovation

Daytona Beach International Airport:

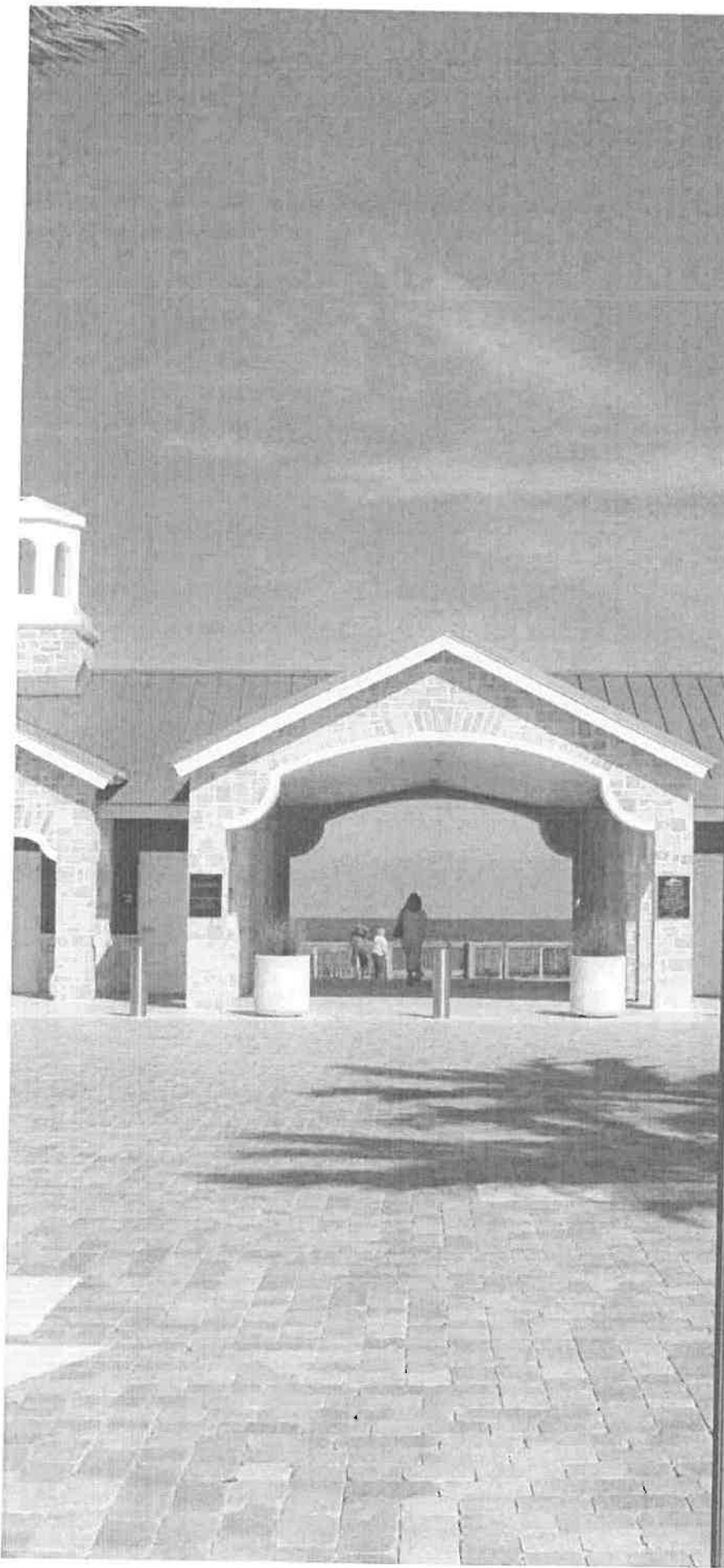
- TSA and New Security Addition
- Baggage Security Area Renovation
- In-Line Baggage Handling Renovation

Daytona State College:

- Outdoor Clock Tower Quad Remodel
- B300 Server Room Renovation
- B220 HVAC Replacement
- Boiler Replacement Remodel
- Campus Wide ADA Restroom Upgrades

Tab C

***Experience on
Similar Projects***



Tab C-Experience on Similar Projects

Daytona State College, Continuing Architectural Design Services

Provide Architectural and Engineering Design Services for all campuses, for projects with construction cost of less than \$500,000

Client: Daytona State College

Location: 1200 W. International Speedway Blvd., Daytona Beach, Florida 32114

Client Reference: Steve D. Eckman, P.E., Director of Facilities Planning

Phone: (386) 506-3180 E-mail: eckmans@daytonastate.edu

Years: 2004 - Ongoing

Services Provided:

Full Architectural Design and Planning Services, from Schematic Design thru Construction Administration on various new constructions, additions, renovations, remodeling, alterations, demolitions, space planning, life safety and master planning.

Projects:

Deltona Campus Falcon Center Remodeling

B100 Public Relations Office Renovations

B300 IT Tech Services Remodeling

B440 Field House Renovations

B310 Room 100A Remodeling

B420 Demolition

B200 Room 305 Renovations

Relevance: We are providing the same services that the City of Port Orange is requesting.



Tab C-Experience on Similar Projects

County of Volusia, Continuing Architectural Design Services for County Building Construction Projects

Provide Architectural and Engineering Design Services

Client: County of Volusia

Location: 3811 Tiger Bay Road, Daytona Beach, Florida 32124

Client Reference: Pete Musslewhite, Project Manager

Phone: (386) 248-1760 E-mail: pmusslewhite@volusia.org

Years: 2015 - Ongoing

Services Provided:

Architectural Design and Planning Services, from Schematic Design thru Construction Administration on various new constructions, additions, renovations, remodeling, alterations, demolitions, space planning, life safety and master planning.

Projects:

Cardinal Avenue Lifeguard Station

IT Building Alterations

New GEMS Remodeling

New Deland Courthouse Judges Chambers Renovations

Agri-Cultural Kitchen Remodeling

Fire Services Training Tower Upgrades

Volusia County Council Dais Remodeling

Volusia County Justice Center Court Remodeling

Animal Control Clinic Renovations

DBIA TSA Separation Remodeling/Restroom Alterations

Fire Services Rappelling Platform Remodeling

Fleet Operations Building Remodeling

WVJC Jury Room Alterations

Beachfront Parking

Strickland Shooting Range Remodeling

Branch Jail Entry Plaza

Volusia County Ocean Center Signage

Public Defender Office Remodeling

Relevance: We are providing the same services that the City of Port Orange is requesting.



Tab C-Experience on Similar Projects

City of Daytona Beach, Continuing Architectural Design Services

Provide necessary services to perform work on various capital improvement projects for use by the City.

Client: The City of Daytona Beach

P.O. Box 2451, Daytona Beach, FL 32115

Client Reference: Rick Doyle

Phone: (386) 671-8608 E-mail: doyler@codb.us

Years: 2005 - Ongoing

Services Provided:

Architectural Design and Planning Services, from Schematic Design thru Construction Administration on various new constructions, additions, renovations, remodeling, alterations, demolitions, space planning, life safety and master planning.

Projects:

Daytona Beach Golf Course Restaurant and Pro Shop Renovations

Ritchey Plaza Fountain

Daytona Beach Golf Club Improvements

Peabody Auditorium Kitchen Renovations

Utilities Department Renovations

Daytona Beach Band Shell Renovations

Daytona Beach Pier Renovations

Bus Stop Shelter at Tarragona Arch Upgrades

Bus Stop Shelter at Daytona Plaza Upgrades

Peabody Auditorium Stage Improvements

Municipal Stadium Concession Remodel

Relevance: We are providing the same services that the City of Port Orange is requesting.



Tab C-Experience on Similar Projects

City of Port Orange, Contract for Architectural Design Services

Client: The City of Port Orange, Parks and Recreation

1000 City Center Circle, Port Orange, Florida 32129

Client Reference: Susan Lovallo

Phone: 1-386-506-5852

E-mail: slovallo@port-orange.org

Cypress Head Golf Clubhouse Renovations

Services Provided:

Architectural Design Services from Schematic Design thru Construction Administration for renovations and upgrades to the existing Clubhouse/Banquet Facility. Project included new covered exterior dining areas, new storefront and upgraded HVAC system.



Before

After

Tab C-Experience on Similar Projects

City of Port Orange, Contract for Architectural Design Services

Client: The City of Port Orange, Parks and Recreation

1000 City Center Circle, Port Orange, Florida 32129

Client Reference: Susan Lovallo

Phone: 1-386-506-5852

E-mail: slovallo@port-orange.org

Services Provided:

Architectural Design and Planning Services on various new constructions, renovations, remodeling, alterations, demolition, space planning, life safety and master planning.

Recent Projects:

Public Safety Building Study

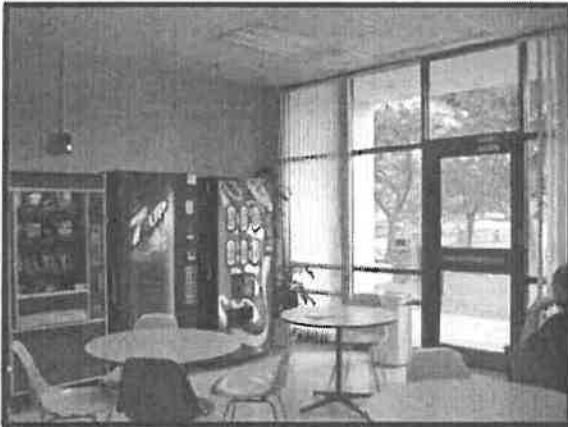
Port Orange City Hall Master Plan

Public Safety Building Re-Use Study 2

Public Safety Building Re-Use Study 3

City Hall Break Room Remodel

City Hall Pedestrian Bridge



Tab C-Experience on Similar Projects

City of Port Orange, Contract for Architectural Design Services

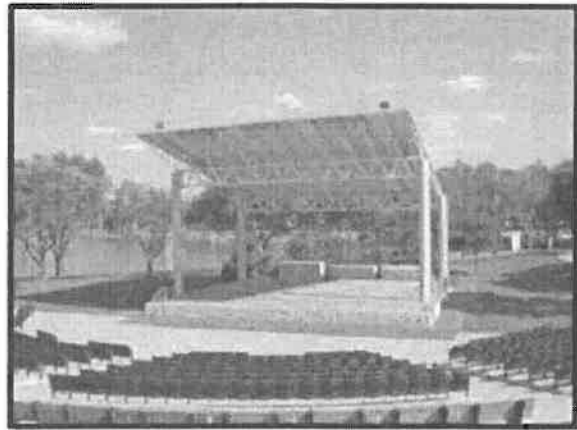
Client: The City of Port Orange, Parks and Recreation
1000 City Center Circle, Port Orange, Florida 32129

Past Projects:

Allen Green Community Center Addition

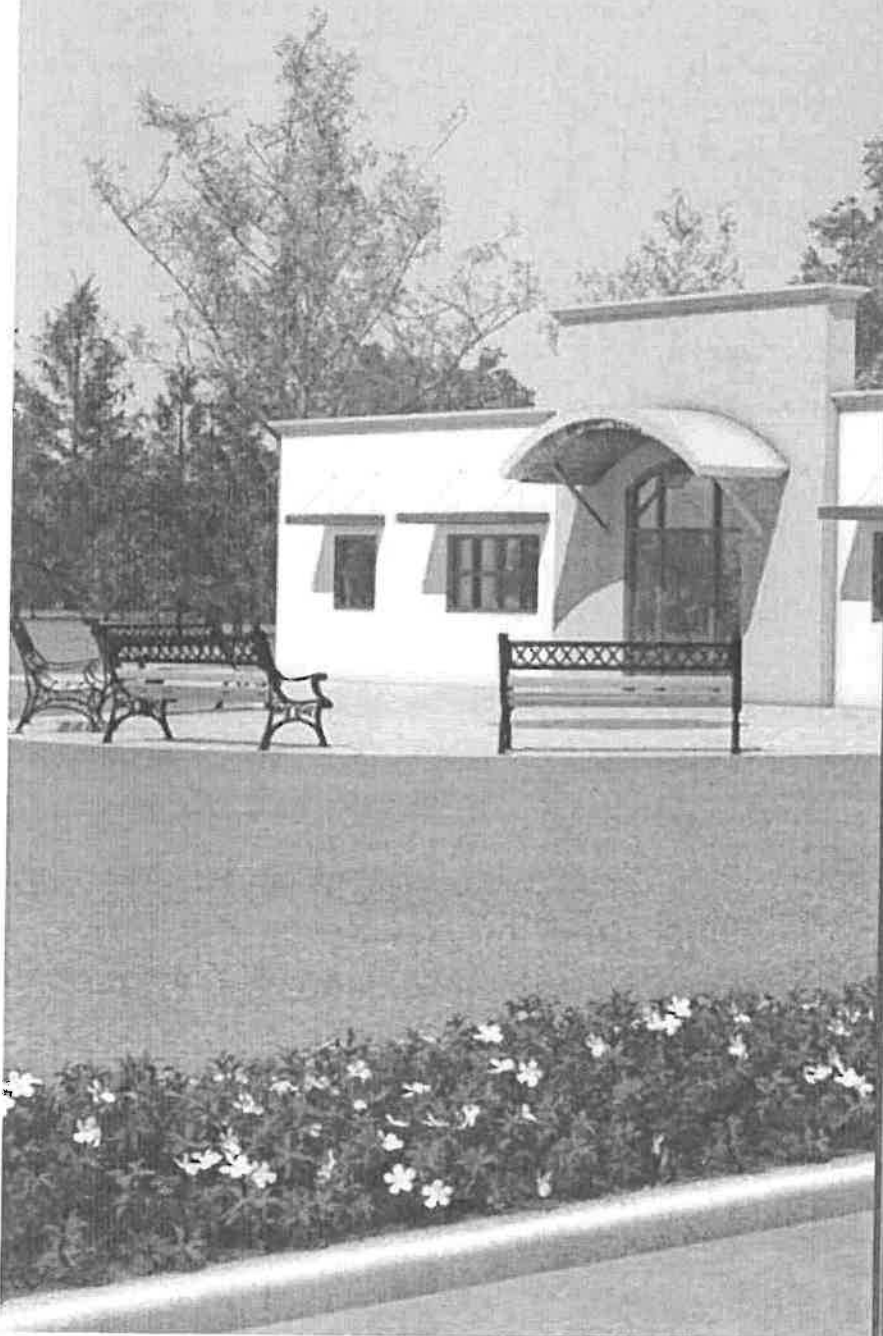
YMCA Additions and Remodeling

Port Orange Amphitheatre and Stage Roof Criteria



Tab E

***Quality of
Innovative Solutions
and Project
Approach***



Tab E-Quality of Innovative Solutions and Project Approach

Project Approach:

At the beginning of the **Cypress Head Golf Clubhouse** project, the **DJdesign Team** was tasked with “roofing-over” two exterior courtyards to capture more covered, exterior space. The initial proposal was for hipped-roofs to be tied into the existing gable roofs. This solution proved to be very costly due to structural and weather-proofing issues. We proposed two low-slope roofs instead, with internal drainage which saved enough money to full air-condition the renovated ballroom.



The **Daytona Playhouse** was originally constructed in the early 1950's and has served the community constantly since. Whereas the auditorium space was more than adequate, the lobby, concessions and, most critically, the toilet facilities were wholly inadequate and inaccessible to the disabled community. The Theater Board was seeking a Volusia County ECHO Grant and the **DJdesign Team** was hired to facilitate a fresh, new lobby/ticketing/concession space and fully-accessible toilets *and* the scheme was deemed worthy enough for a \$400,000 award.



Tab E-Quality of Innovative Solutions and Project Approach

The **DJdesign Team** was commissioned by **Daytona State College** to create an Academic Support Center on the main campus with a very tight site and equally-tight budget and schedule. To save time and money we proposed a three-story, concrete tilt-slab building design in lieu of the customary masonry construction process. The tilt-slab method allowed us to 'stand-up' the entire building shell in just over a month's time and it was able to withstand the onslaught of Hurricane Frances while only partially shored-up. As the first building of its kind on any DSC campus, it remains the most economical and easiest-to-maintain.



The **Flagler County Government Services** complex consists of nine buildings including an Emergency Operations Center, Administration Building and Courthouse. During programming and planning, the **DJdesign Team** proposed designing a central energy plant and chilled-water cooling loop to serve the air-conditioning needs of over 300,000 square feet of floor-space. Because of energy-efficient building designs and the chilled-water system, FPL rebated the County over \$17,000 in power fees after the first quarter's operations.



Tab E-Quality of Innovative Solutions and Project Approach

Delivering Projects On-time and Within Budget:

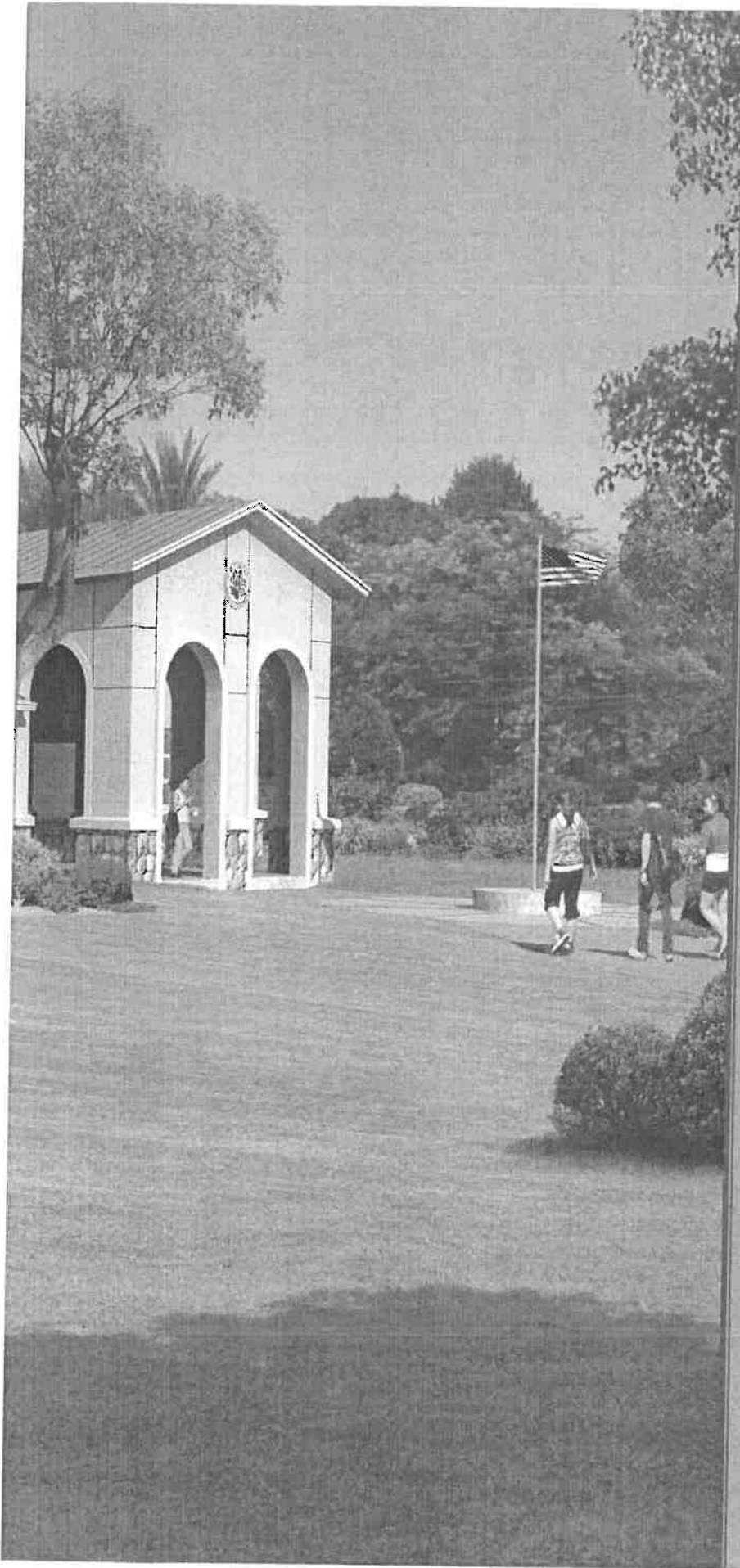
The key to a successful project outcome depends upon the experience and perseverance of the design team leader. In this case we have in Dana Smith the continuity of having worked with many of the City's key staff already. He has helped program, design, schedule and budget most of the upcoming capital projects and understands how the City operates and the economic and social drivers that influence decisions within.

By managing the operational and budgetary expectations early-on and using these project management principles, he can affect consistent quality, cost-control, on-time performance and coordinated document management:

- Consistent and proactive leadership...all disciplines...all project phases.
- Detailed scheduling with milestone events.
- Careful documentation and distribution of information to the stakeholders.
- In-depth research of requirements, codes and standards.
- Early review with code authorities.
- Use of nationally recognized standards for planning, design and job-costing.
- Quality control of documents.
- Frequent site visits during construction.
- Pro-active responses and thorough documentation.

Tab F

Licenses & Insurance



Tab F-License and Insurance

DJdesign Services, Inc.,

RICK SCOTT, GOVERNOR		KEN LAWSON, SECRETARY	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF ARCHITECTURE & INTERIOR DESIGN			
LICENSE NUMBER			
AA26000567			
The ARCHITECT CORPORATION Named below IS CERTIFIED Under the provisions of Chapter 481 FS. Expiration date: FEB 28, 2017			
D J DESIGN SERVICES, INC. 913 NORTH NOVA RD HOLLY HILL FL 32117			
ISSUED: 01/13/2015		SEQ # L1501130001276	
DISPLAY AS REQUIRED BY LAW			



James M. Wachtel, RA, President, Project Management / Construction Administration

RICK SCOTT, GOVERNOR		KEN LAWSON, SECRETARY	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF ARCHITECTURE & INTERIOR DESIGN			
LICENSE NUMBER			
AR0014460			
The ARCHITECT Named below IS LICENSED Under the provisions of Chapter 481 FS. Expiration date: FEB 28, 2017			
WACHTEL, JAMES M 1880 MANOR WAY DELAND FL 32725			
ISSUED: 01/13/2015		SEQ # L1501130001261	
DISPLAY AS REQUIRED BY LAW			



Dana M. Smith, RA, Vice-President, Principal In Charge / Project Architect

RICK SCOTT, GOVERNOR		KEN LAWSON, SECRETARY	
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION BOARD OF ARCHITECTURE & INTERIOR DESIGN			
LICENSE NUMBER			
AR0009463			
The ARCHITECT Named below IS LICENSED Under the provisions of Chapter 481 FS. Expiration date: FEB 28, 2017			
SMITH, DANA MARSHALL 5 ARCHANGEL CIRCLE ORMOND BEACH FL 32174			
ISSUED: 01/13/2015		SEQ # L1501130001252	
DISPLAY AS REQUIRED BY LAW			





2016/2017

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938



Account # 200306100006 Expires: September 30, 2017
Business Location: 913 N NOVA RD

Business Name: DJ DESIGN SERVICES INC
Owner Name: JIM WACHTEL
Mailing Address: 913 N NOVA RD
HOLLY HILL, FL 32117

BUSINESS TYPE	CODE	COUNT	TAX
Architect or Engineer	461AE		\$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

DATE PAID: 08/03/2016
RECEIPT #: Lockbox-15-00091
TOTAL TAX: 30.00
PENALTY: 0.00
TOTAL PAID: 30.00



Business Name: DJ DESIGN SERVICES INC
Owner Name: JIM WACHTEL
Mailing Address: 913 N NOVA RD
HOLLY HILL, FL 32117

Account # 200306100006 Expires: September 30, 2017
Business Location: 913 N NOVA RD



PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

Client#: 1051554

DJDES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC, 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	CONTACT NAME: PHONE (A/C No. Ex): 813 321-7500 FAX (A/C No.): E-MAIL ADDRESS:														
INSURED DJ Design Services, Inc. 913 North Nova Road Holly Hill, FL 32117	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B: Travelers Casualty & Surety Co</td> <td>19038</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Company	25623	INSURER B: Travelers Casualty & Surety Co	19038	INSURER C: XL Specialty Insurance Company	37885	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: XL Specialty Insurance Company	37885														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	X	6B08782L51A	03/26/2016	03/26/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	6B08782L51A	03/26/2016	03/26/2017	COMBINED SINGLE LIMIT (Ea occurrence) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DEC ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe work: DESCRIPTION OF OPERATIONS below	Y/N N	UB565Y324	03/26/2016	03/26/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		DPS9803130	03/26/2016	03/26/2017	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER For Proposal Purposes	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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Tab G

***Financial
Stability/Litigation
and Debarment
History***



Tab G-Financial Stability/Litigation and Debarment History

DJdesign Services, Inc. is a Florida Corporation wholly owned by Dana M. Smith and James M. Wachtel.

DJdesign Services Inc. has the financial capability and the human resources to manage the design team and provide the Architectural Services noted.

The Corporation engages PNC Bank for our Banking Services which includes checking, savings and line-of-credit services.

Contact is:

1020 Granada Blvd.
Ormond Beach, Florida 32174
(386) 677-6966

The Corporation engages Bennett, Woodward and Associates for Accounting Services.

Contact is:

Mr. Harold Bennett
1238 Ridgewood Ave
Holly Hill, Florida 32117
(386) 252-4669

DJdesign Inc. warrants that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the firm's knowledge, threatened, which would in any way prohibit, restrain, or enjoin, the execution or delivery of the firm's obligations or diminish the firm's financial ability to perform the terms of the proposed contract.

DJdesign Inc. is pleased to state that we have never been involved in, nor are currently involved in any type of claims or litigation.

DJdesign Services, Inc. has never been terminated from any contract agreement for any cause.

DJdesign Services, Inc., DUNS Number is 135391212

State of Florida Department of State

I certify from the records of this office that DJDESIGN SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on August 16, 2002.

The document number of this corporation is P02000089023.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 25, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-fifth day of January,
2016*

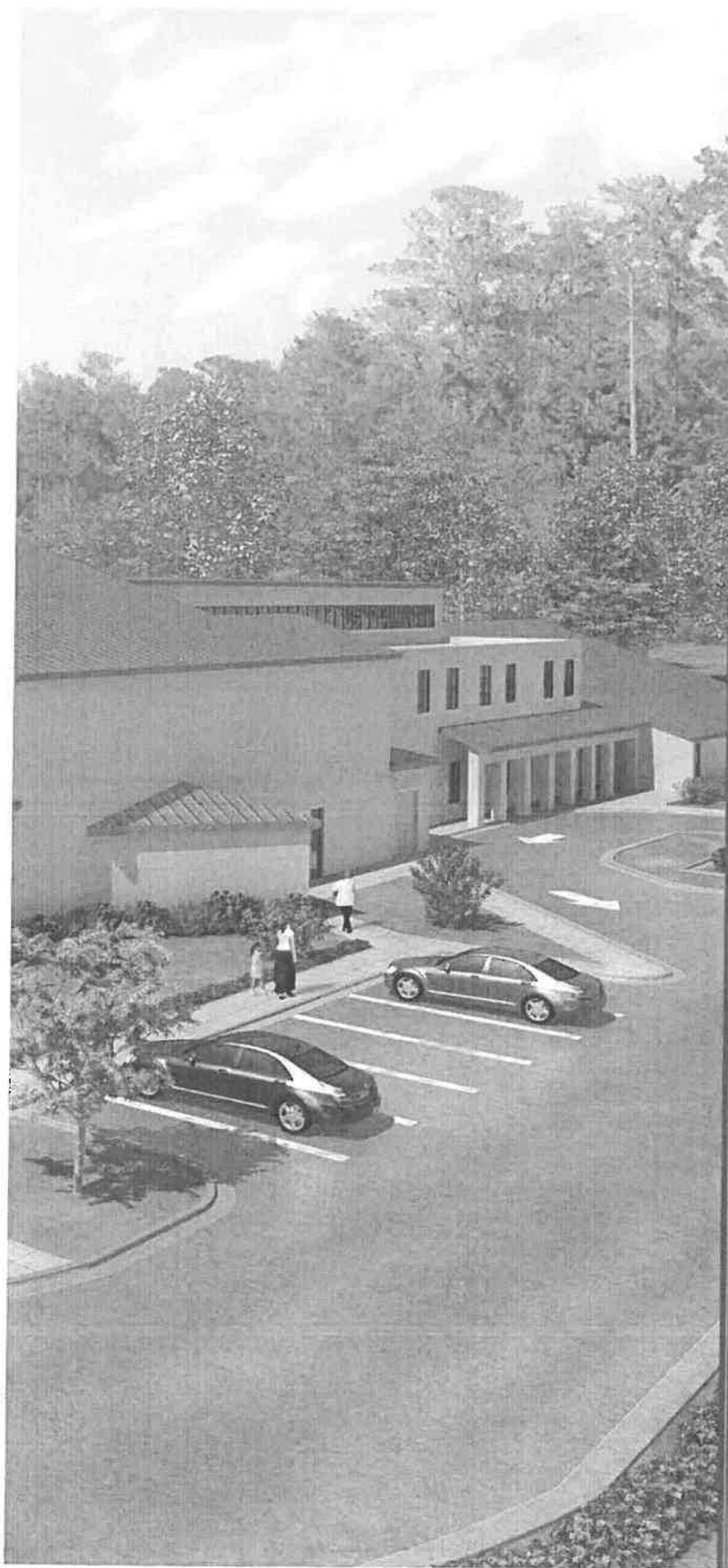


Ken Detjen
Secretary of State

Tracking Number: CC2681386440

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Tab

H

***Client References
for Similar Projects***

Tab H: Client References For Similar Projects

Daytona State College, Continuing Architectural Design Services Contract

Contract awarded in 2004 with renewals and extensions thru 2016 with two years of extensions

Steven D. Eckman, P.E., Director of Facilities Planning
Daytona State College
1200 West International Speedway Blvd.
Daytona Beach, Florida 32114
(386) 506-3180
eckmans@daytonastate.edu

Volusia County, Continuing Architectural Design Services Contract

Contract awarded in 2015 – On-going

Peter H. Musslewhite, Facilities Engineer
County of Volusia, Financial & Administrative Services
3811 Tiger Bay Road
Daytona Beach, Florida 32124
(386) 248-1760
pmusslewhite@volusia.org

Flagler County Public School District, Continuing Architectural Design Services Contract

Contract awarded in 2012 with renewals and extension thru 2017 with two years of extensions

Chuck Coates, Project Manager
Flagler County Public School District, Plant Services
5400 Highway 100 East, Palm Coast, FL 32164
Phone: (386) 586-5192
coatesc@flaglerschools.com



Tab

I

Required Documents

SECTION 9 – REQUIRED FORMS

FORM 9.1 – STATEMENTS OF QUALIFICATIONS SUBMITTAL CHECKLIST

- ☒ Form 9.2 – Vendor's Acknowledgement Form
- ☒ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- ☒ Form 9.4 – Drug Free Preference Statement
- ☒ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3) (a) F.S. in Public Entity Crimes
- ☒ Form 9.6 – Affidavit of Anti-Collusion Form
- ☒ Form 9.7 – Authorized Signatures/Negotiators
- ☒ Form 9.8 – Vendor Application Form
- ☒ W-9 Form
- ☒ Copy of Certificate of Insurance
- ☒ Submission of one (1) original marked "ORIGINAL", six (6) identical copies, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: DJdesign Services, Inc.,

Vendor


Authorized Signature

August 26, 2016

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statements of Qualifications (RFSQ) Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Statements of Qualifications at the prices or rates as finally negotiated. I agree that my Statement will remain firm for a period of up to one hundred and twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Statements of Qualifications.

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

I further certify that this Statement is made without prior understanding, contract, connection, discussion, or collusion with any person, firm or corporation submitting a Statement for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFSQ; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT OF QUALIFICATIONS IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

DJdesign Services, Inc.

NAME OF BUSINESS

Dana M. Smith

AUTHORIZED SIGNATURE

Dana M. Smith, RA, Vice-President

NAME, TITLE, TYPED

11-3654812

FEDERAL IDENTIFICATION #

913 North Nova Road

MAILING ADDRESS

Holly Hill, Florida 32117

CITY, STATE & ZIP CODE

1-386-255-6987 1-386-255-6989

TELEPHONE NUMBER / FAX NUMBER

dsmith@djdesigninc.com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of 26th, 2016 by Dana M. Smith, RA, VP, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission ESHANNON DEE FOOR



NOTARY PUBLIC

STATE OF FLORIDA

Comm # FP028197

Expires 9/16/2017

Eshannon Foor
Notary Public

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

DJdesign Services, Inc.,

Name of Business

Dana M. Smith

Authorized Signature

August 26, 2016

Date

DANA M. SMITH

Print Name

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of 26th, 2016 by Dana M. Smith, RA, VP, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Shannon Dee Foor
Notary Public



SHANNON DEE FOOR
NOTARY PUBLIC

STATE OF FLORIDA

Commission Expires 9/15/2017

RFSQ Professional Architectural and Engineering Services

Expires 9/15/2017

must be completed and returned with your Submittal

FORM 9.4 - DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Firm: DJdesign Services, Inc.,

By: Dana M. Smith, RA, VP

(Name and Title)

Date: August 26, 2016

The foregoing instrument was acknowledged before me this 26th day of August, 2016 by Dana M. Smith, as Vice-President of DJdesign and who: ☒ is personally known to me; or ☐ has produced _____ as identification.



SHANNON DEE FOOTE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF028797
Expires 9/15/2017

Shannon Foote
Notary Public, State of Florida

Expires 9/15/2017. This document must be completed and returned with your Submittal

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Dana M. Smith VP, who, being by me first duly sworn, made the following statement:

1. The business address of DJdesign Services, Inc., (name of Offeror or business) is
913 North Nova Road, Holly Hill, Florida 32117
2. My relationship to DJdesign Services, Inc., (name of Offeror or business) is
Vice-President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

(Authorized Signature)

(Date)

(Print Name)

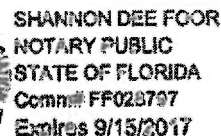
STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 26th day of August, 2016 by Dana M. Smith, as VP of DJdesign and who: ☒ is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed Name, Commission Seal and Term Expiration Date

This document must be completed and returned with your



FORM 9.6. – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Statement of Qualifications is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a Statement of Qualification for the same purpose and that the Statement of Qualifications is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Statements of Qualifications will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE STATEMENT OF QUALIFICATIONS REPRESENTS THE VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: DJdesign Services, Inc.,

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Dana M. Smith, RA

TITLE: Vice-President

ADDRESS: 913 North Nova Road

CITY: Holly Hill STATE: Florida ZIP CODE: 32117

TELEPHONE: 1-386-255-6987 FAX: 1-386-255-6989

COMPLETION TIME: _____

F.E.I.N. NUMBER: 11-3654812

NO Statement of Qualifications may be withdrawn for a period of one hundred and twenty (120) days subsequent to the submittal of the Statement of Qualifications, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
Dana M. Smith, RA	Vice-President	1-386-255-6987
James M. Wachtel, RA	President	1-386-255-6987

Donald Smith
(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.8 - VENDOR APPLICATION

City of Port Orange
Vendor Application

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

Date: August 26, 2016

FIRM NAME: DJdesign Services, Inc.,

ADDRESS: 913 North Nova Road

CITY: Holly Hill STATE: Florida ZIP CODE: 32117

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: 913 North Nova Road, Holly Hill, Florida 32117

TEL. # (including area code): 1-386-255-6987 FAX.# 1-386-255-6989

SIGNATURE PERSON FILING APPLICATION: 

PRINTED NAME: Dana M. Smith, RA

TITLE: Vice-President

FEDERAL I.D. (F.E.I.N.) # 11-3654812

E-MAIL ADDRESS: dsmith@djdesigninc.com
(Authorized Company Representative)

COMPANY STATUS:

INCORPORATED: ☒ Y ☐ N State Incorporated: Florida Year: 2002

TYPE OF ORGANIZATION: ☐ Indiv. ☒ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO): All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative actions requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I **certify** that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____



Printed/Types Name: Dana M. Smith, RA

Title: Vice-President

Commodity/Services Architectural Design and Planning Services

This document must be completed and returned with your Submittal

W-9 Form

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

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions
on page 2.

Name (as shown on your income tax return)

DJdesign Services, Inc.,

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

☐ Exempt payee

☐ Other (see instructions)*

Address (number, street, and apt. or suite no.)

913 North Nova Road

City, state, and ZIP code

Holly Hill, Florida 32117

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

11 - 3654812

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

Employer identification number

11 - 3654812

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).
4. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person

Daniel Smith

Date August 26, 2016

This document must be completed and returned with your Submittal

General Instructions

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

Purpose of Form

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

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

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

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

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

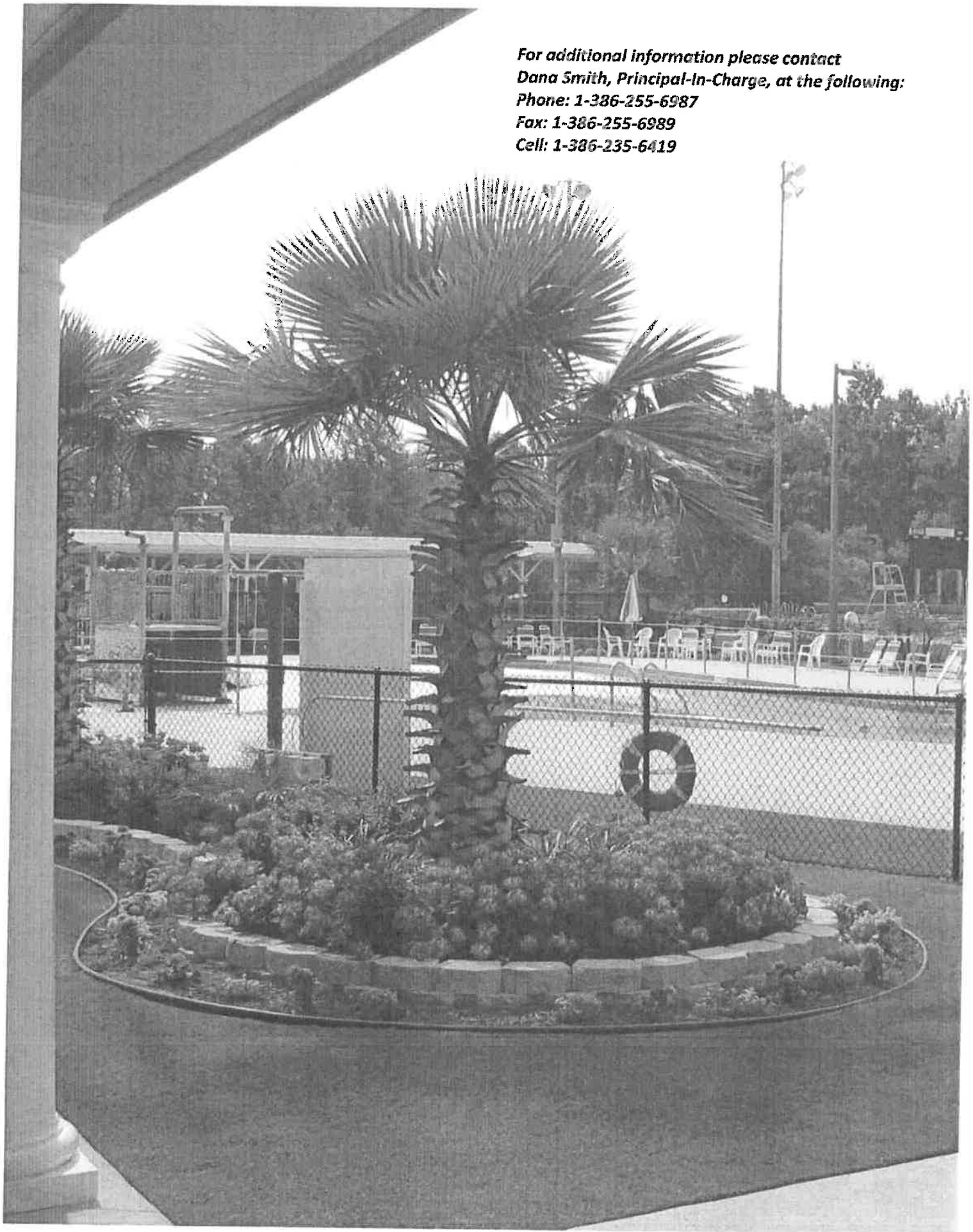
- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

Why Select DJdesign?

- We are very experienced with these types of projects!***
- We are readily accessible and very responsive!***
- We are innovative and budget-sensitive!***
- We enjoy repeat business from satisfied clients!***
- We provide strong project management as 'hands-on' professionals!***
- We provide aggressive and pro-active construction phase services!***

*For additional information please contact
Dana Smith, Principal-In-Charge, at the following:
Phone: 1-386-255-6987
Fax: 1-386-255-6989
Cell: 1-386-235-6419*



CITY OF PORT ORANGE, FLORIDA

REQUEST FOR STATEMENTS OF QUALIFICATIONS

PROFESSIONAL ARCHITECTURAL SERVICES

RFSQ #16-36



City of Port Orange Purchasing Division
Diana M. Fye, CPPB, FCPA, Purchasing Manager

Prepared by: Diana M. Fye, CPPB, FCPA, Purchasing Manager

Release Date: August 5, 2016

Statement of Qualifications Due Date and Time:
August 26, 2016 at 2:30 p.m.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

RFSQ #16-36 Professional Architectural Services

Notice is hereby given that the City of Port Orange, Florida pursuant to and in compliance with the Consultants Competitive Negotiation Act, Florida Statutes 287, Section 287.055 is seeking **Statements of Qualifications for Professional Architectural Services**. Submissions of Statements of Qualifications (Statements) will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on August 26, 2016** which may be amended by addendum issued by the City. All untimely Statements will not be considered and will be returned to the Proposer unopened. All Statements will be evaluated to ensure they contain all required forms in order to deem the Proposer responsive or non-responsive. Statements will be opened and read aloud at 2:30 P.M. in Council Chambers.

DESCRIPTION: The purpose of this RFSQ is to establish a master agreement for professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange.

All Statements of Qualifications are solicited and will be evaluated on the criteria outlined in the RFSQ. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Statements of Qualifications received in accordance with the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2.256 and the Policies and Procedures as set forth in the City's Purchasing Manual. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com.

Copies of the RFSQ documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed in **writing** to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, purchdiv@port-orange.org and reference "Questions on RFSQ #16-36, Professional Architectural Services" in the subject line. Last day for questions will be **August 12, 2016 at 5:00 PM**.

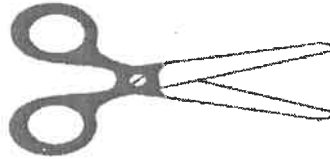
All Vendors are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

No Statements received after the time and date specified for the opening will be considered. The City of Port Orange reserves the right to negotiate modifications to any submittal that it deems to be acceptable; to reject with or without cause, any or all submittals, or to interview or not interview individual submitters, to waive any non-substantial irregularity in submissions received in whole or in part whenever such waiver or rejection is in the best interest of the City.

Statements of Qualifications shall be **submitted in the City Clerk's office** with one (1) original (marked as "Original"), six (6) identical copies, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFSQ #16-36, Professional Architectural Services"**.

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Legal Ad - One Time – **August 5, 2016**

Cut along the outer border and affix this label to your sealed Statement envelope/package to identify it as a "Sealed Statement of Qualifications". Be sure to include the name of the company submitting the Statement where requested.



SEALED STATEMENT OF QUALIFICATIONS ® DO NOT OPEN	
SEALED STATEMENT NO.	RFSQ #16-36
STATEMENT TITLE:	Professional Architectural Services
DUE DATE/TIME:	August 26, 2016 at 2:30 pm
SUBMITTED BY:	(Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Diana M. Fye, CPPB, FCPA Purchasing Manager Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	(To be stamped by Clerk's Office)

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[Remainder of this page left intentionally blank]

SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Statement of Qualifications (RFSQ) is to solicit competitive sealed Statements of Qualifications from Vendors for the provision of professional Architectural Services, in accordance with Florida Statute 287.055, known as the “Consultants’ Competitive Negotiation Act” (the “CCNA”), as described herein.

It is the intent and purpose of the City of Port Orange (City) that this Request for Statement of Qualifications promotes competitive selection. It shall be the Vendor’s responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFSQ to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO VENDORS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed Statements of Qualifications including one (1) original (marked as "Original"), six (6) identical copies, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: August 5, 2016
Deadline for Questions: August 12, 2016 by 5:00 p.m.
Final Addendum Posting: August 19, 2016
Statements Due: August 26, 2016 by 2:30 p.m.
Evaluation Committee Meeting 1:30 p.m., September 6, 2016
Shortlisted Firms Presentations/Discussions September 13, 2016
City Council Meeting for Approval of Recommendation of Award September 20, 2016

Statements of Qualifications must be delivered in a sealed envelope/package and delivered to the City of Port Orange City Clerk's Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, Florida 32129 no later than the date and time listed in the Timeline above. All times referenced are local time.

Statements of Qualifications shall be sealed and Vendors should clearly indicate on the outside of their submission the following:

- a) Request for Statements of Qualifications (RFSQ) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Statements of Qualifications to the City prior to the deadline set for receiving statements. Carrier and hand deliveries of Statements will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Statements received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their Statement package. **Faxed Statements shall be rejected as non-responsive regardless of where or when the fax is received.**

All Statements of Qualifications will be opened publicly and the names of all Vendors shall be read aloud. All conferences, and meetings (including opening of Statements) regarding this RFSQ are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Statements or parts of Statement, if it is in the best interest of the City.

QUESTIONS REGARDING THIS RFSQ:

All questions shall reference "Questions on RFSQ # 16-36 Professional Architectural Services" in the subject line. All questions concerning this RFSQ shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Diana M. Fye, CPPB, FCPA
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org; or
dfye@port-orange.org

ADDENDA REGARDING THE REQUEST FOR STATEMENT OF QUALIFICATIONS:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Statement Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this RFSQ or in any addendum to this RFSQ. Where there appears to be a conflict between the RFSQ and any addenda issued, the last addendum issued will prevail.

It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Statement that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Statements. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a Statement.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com

The failure of Vendors to submit acknowledgement of any addenda that affects the RFSQ required documentation is considered a major irregularity and will be cause for rejection of the Statement.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFSQ submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFSQ. Lack of understanding and/or misinterpretation of any portions of this RFSQ shall not be cause for withdrawal of your Statement after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit a Sunbiz report showing your company registered as "Active".

Vendors must be properly registered and licensed to engage in the scope of work pertaining to this RFSQ, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFSQ on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive.

EXCEPTIONS TO SPECIFICATIONS:

If you are taking exception to any portion of the RFSQ specifications, indicate those exceptions as stated on the Vendor's Acknowledgement Form.

STATEMENT OF QUALIFICATIONS SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Statements, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Statements become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF STATEMENTS OF QUALIFICATIONS:

Correction of inadvertently erroneous Statements shall be permitted up to the time of RFSQ opening. Vendors shall not be allowed to modify their Statements after the opening time and date.

WITHDRAWAL OF STATEMENTS OF QUALIFICATIONS:

NO Statement of Qualifications shall be withdrawn for a period of ninety (90) days subsequent to the Statement opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Statement confers no right of withdrawal or modification after the Statement has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Statement shall not be resubmitted.

OPENING OF STATEMENTS OF QUALIFICATIONS:

Statements of Qualifications will be received until the date and time stated in this RFSQ and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a Statement not properly addressed and identified.

REJECTION OF STATEMENTS OF QUALIFICATIONS:

The City reserves the right to reject any and/or all Statements when such rejection is in the best interest of the City.

STATEMENTS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFSQ. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Statements for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFSQ.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

[The remainder of this page is intentionally left blank]

SECTION 3 – SCOPE OF SERVICES

PROJECT DESCRIPTION:

The purpose of this RFSQ is to establish a master agreement for Professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA"). Services for projects may include conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Architect. Each task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects nor will the Architect perform any project for the City during the life of this Contract.

GENERAL INFORMATION:

Sub-consultants

The City of Port Orange reserves the right to approve all sub-consultants for this contract. If sub-consultants are to be utilized, their names and references must be included within this initial proposal. Responsibility for the performance of the contract remains with the main Consultant exclusively. Sub-consultants may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange.

Qualifications

The proposer must have architects or other professional personnel that are registered and licensed in the State of Florida, qualified inspectors, financial advisors or other personnel as required to perform the duties necessary to complete the various services for this project.

Anticipated Services

The top ranked firms will submit a detailed scope of services for consideration during negotiations for individual work authorizations under the continuing service contract. The negotiated scope of professional services for the specified project(s) may include, but may not be limited to, the scope of work discussed above.

Compensation

After a final ranking of all proposals received has been decided, the City will begin negotiations with the top ranked firms for a master contract and pricing, per the Consultant's Competitive Negotiations Act requirements. Compensation will be negotiated between the City and the awarded firms.

The City may elect to provide compensation in the Lump-Sum or Unit Cost with maximum format.

Progress payments may be requested monthly. All invoices shall include the Purchase Order Number, the City Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the Consultant's billing shall be provided.

The City's normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

No out of scope services shall be provided or compensated in the absence of prior, written authorization in the form of a supplemental Contract and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

ARCHITECTURAL SERVICES:

- Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, technical specifications and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- Prepare time scaled diagrams showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- Furnish consultation and advice as requested by the City during the construction of a project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached to the Task Authorization);
- Furnish all other Architectural services included without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to the Master Agreement Contract:
 - (a) Site Visits/Special Permits: The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (b) Preliminary Sketches and Opinion of Probable Construction Costs: The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. A preliminary opinion of probable construction costs shall be prepared based on the preliminary sketch or plan.
 - (c) Working Drawings and Specifications: After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule

provided with a Task Authorization. A typical design schedule would include 30%, 60% and 90% drawings unless otherwise indicated on the Task Authorization. Working drawings and specification shall be revised as necessary to meet the requirements of permitting and regulatory agencies and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by permitting and regulatory agencies and the Contract Administrator.

- (d) Original Drawings – Final Plans: Upon approval of final plans the Architect shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of “as-built” construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Architect shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (e) Revision of Final Drawings and Specifications: The Architect shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.
- (f) Bidding: The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.
- (g) Reuse of Documents: The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect’s work produced for a project in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City.
- (h) Expert Witness: The Architect shall serve as an expert witness for the City in any legal proceedings regarding a project under this Contract if the City so requests. The expert witness fee for the Architect shall be negotiated at the time the Architect is called as an expert.

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SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.

16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a

- Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
 34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
 35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
 36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
 37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
 38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
 39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
 40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
 41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
 42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
 43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
 44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
 45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.

46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. **ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers

and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

4. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

5. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

6. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

7. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all

proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code §1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

8. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth Section 2 – Instructions to Vendors on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

9. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

10. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

11. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

12. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

13. **CHANGE ORDER REQUEST NOTIFICATION:**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

14. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending

solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

15. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

16. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

17. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

18. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial

irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

19. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

20. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

21. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

22. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

23. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

24. **DEBARMENT HISTORY:**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

25. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

26. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

27. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

28. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

29. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

30. **E-VERIFY**

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

31. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

32. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

33. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

34. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

35. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

36. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

37. **FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

38. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

39. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

40. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further

funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

41. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

42. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

43. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

44. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

45. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot

furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

46. **INSURANCE**

Please submit a copy of your insurance certificate with your Response. Upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

47. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

48. **INSURANCE REQUIREMENTS**

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. The Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

49. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

50. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

51. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered.

Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

52. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

53. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

54. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit with the RFP two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

55. **LITIGATION HISTORY:**

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

56. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance,

it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

57. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

58. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

59. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

60. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

61. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

62. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

63. **OTHER AGENCIES:**

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

64. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

65. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal conference is mandatory and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

66. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

67. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

68. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services

shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

69. **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

70. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

71. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

72. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

73. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10 day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

74. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

75. **QUALITY**
- All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.
76. **QUESTIONS, INTERPRETATIONS**
- Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
77. **RECORDS/AUDIT**
- The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.
78. **RECYCLED MATERIALS**
- City of Port Orange encourages the use of products made of recycled materials.
79. **REJECTING OF RESPONSES, REBIDDING**
- The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)
80. **REQUEST FOR ADDITIONAL INFORMATION**
- Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.
81. **REVIEW OF RESPONSES/SUBMISSIONS**
- Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format

outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

82. **RIGHT OF NEGOTIATION RFP/RFSQ/ITW**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

83. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

84. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

85. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

86. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

87. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

The City will utilize Demand Star for distribution of Formal Solicitations at: www.demandstar.com.

88. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

89. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

90. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

91. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

92. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

93. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

94. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

95. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

96. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

97. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

98. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such

reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

99. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

100. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

101. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted, shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

102. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

103. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

104. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall have the authority to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29)

105. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

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SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Statements of Qualifications offered in this RFSQ must remain firm for a period of one hundred and twenty (120) days from the RFSQ opening date.

CONTRACT TERM:

The term of the contract shall be for an initial three (3) year period with two (2) additional one (1) year renewal options.

ELIGIBILITY OF FIRM:

To be eligible to respond to this RFSQ, the Firm must have a minimum of five (5) years' prior successful experience working with the requested services in this RFSQ. Please provide eligibility experience with your submittal.

Statements of Qualifications will be considered from Firms who have adequate personnel and equipment and who are so situated as to perform prompt service, who maintain the regular business hours of approximately 8:00 AM to 5:00 PM, Monday through Friday, except for City holidays.

The City reserves the right to conduct an inspection of the proposer's facility and equipment prior to award of the RFSQ.

Proposals will be considered only from Firms which are regularly engaged in the business as described in the RFSQ document; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions stated herein. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

[Remainder of this page left intentionally blank]

SECTION 7 – STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS

Statements of Qualifications shall include all of the information solicited in this RFSQ, and any additional data that the respondent deems pertinent to the understanding and evaluation of the Statement. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration.

Submittal of a Statement of Qualifications shall constitute the Vendor's agreement and intent to follow and adhere to all statements and offerings contained within this RFSQ.

The sections of the submitted Statements that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points are addressed in "Section 8 – Evaluation of Statements of Qualifications."

In conjunction with other material and information requested in the RFSQ, all Vendors responding to this solicitation shall provide one (1) original (marked as "Original"), six (6) identical copies, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS:

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST:

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFSQ number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

TAB A – COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY: (15 Evaluation Points)

- Provide a brief narrative, not exceeding two (2) pages, of the corporate history of the firm.
- Provide a statement of the firm's qualifications, ability, and capacity to perform the scope of work, not exceeding ten (10) pages. Include a description of the manner in which you will successfully complete the proposed work.
- This section should also include the firm's qualifications and capacity to meet the needs of the City of Port Orange. This may take the form of a narrative or chart and may include pictures or graphics which describes the firm's qualifications, work philosophy, as well as the projected commitment of resources throughout the expected time frame for the project.

- Within this section, please also include a list, table, or graphic along with a short narrative explanation depicting services or practice areas in which the firm/team has exceptional expertise in specific service(s) or niche practices.

TAB B – QUALIFICATIONS AND ABILITIES OF PROFESSIONAL PERSONNEL: (15 Evaluation Points)

- Provide a description, not exceeding five (5) pages, of the proposed project team. This description should provide the following:
 - o Names;
 - o Titles;
 - o Organization structure for the proposed project team;
 - o Firm names (if sub-consultants are involved); and
 - o Clearly identify the proposed role in the project team for each person.
- **For each person named**, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions shall include at a minimum:
 - o The professional qualifications and experience for each person;
 - o A summary of experience on projects similar to that described by this RFSQ; and
 - o Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).

TAB C – EXPERIENCE ON SIMILAR PROJECTS (include City of Port Orange projects): (20 Evaluation Points)

- Without exceeding fifteen (15) pages total, provide descriptions at least three (3) projects of similar size and scope of this RFP and the manner in which you have experience and have completed or will successfully complete the work. Do not include projects completed more than five (5) years ago.
- Include the project name, date, location, associated team members, project summary, and the dates of completion or projected dates of completion.
- Describe any specific problems that were encountered during the project and how those problems were addressed.
- Where similar services were provided, list all contract terminations within the past five (5) years due to any circumstance other than contract expiration or non-renewal.
- Projects for the City of Port Orange may be included in this section.

TAB E – QUALITY OF INNOVATIVE SOLUTIONS and PROJECT APPROACH: (10 Evaluation Points)

- Provide example(s) of innovative solutions in which your firm's involvement on a specific project resulted in cost savings.
- Explain in concept how your firm will deliver projects on time and within budget.

TAB F – LICENSES/INSURANCE: (5 Evaluation Points)

- Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as “Active.”
- Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.
- Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number.

TAB G – FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY: (5 Evaluation Points)

- All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.
- This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.

This shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.

- This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.

This shall include any debarment actions against your company by the City or other public entity.

- Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

TAB H – CLIENT REFERENCES FOR SIMILAR PROJECTS: (10 Evaluation Points)

- Provide a maximum of three (3) Client References (do NOT include the City of Port Orange) within the last three (3) years for the services described in this RFSQ. Include the name and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided. *City of Port Orange shall not be listed as a current contract. *The information provided under this tab, must be current and the City must be able to contact for verification as part of the evaluation process.

- All reference contact information **MUST** be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.

- Below is a sample of the verification questions that may be used:

1. What type of services did the Vendor do for you? What was the scope of the project?
2. Did they meet the terms of the contract?
3. Was the project completed on time and within budget?
4. Did the Vendor keep you apprised on any issues with the project? How well did the Vendor communicate with you?
5. Did they respond in a timely manner to calls, requests, etc.?
6. Did they provide adequate staff to take care of the needs of your company/agency?
7. Did the Vendor manage sub-consultants and/or sub-contractors?
8. How was your experience in working with this Vendor? What frustrations, if any, did you have along the way?
9. What is your level of confidence in using this Vendor in the future? Do you feel the vendor will meet your needs in the next 3-5 years?
10. Overall, would you recommend this Vendor?

TAB I – REQUIRED DOCUMENTS:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your Statement of Qualifications, or a reduction in evaluation points. Required forms include:

- Form 9.1 Statement Submittal Checklist
- Form 9.2 Vendor Acknowledgement Form
- Form 9.3 Addendum and Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Affidavit of Anti-Collusion Form
- Form 9.7 Authorized Signatures/Negotiators
- Form 9.8 Vendor Application and W-9 Form

[Remainder of this page left intentionally blank]

SECTION 8 – EVALUATION OF STATEMENTS OF QUALIFICATIONS

EVALUATION CRITERIA:

Firms submitting the required criteria will have their written Statements of Qualifications evaluated and scored for quality of response, qualifications and experience and engagement approach and schedule. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

EVALUATION CRITERIA for WRITTEN STATEMENTS of QUALIFICATIONS

CATEGORY SCORE

A. QUALIFICATIONS and RELATED EXPERIENCE: (Max 50 points outlined below)

(1) Company History, Qualifications, Ability, and Capacity (Key Principal)..... (15 points)

- 8-15 points – More than 5 years of related experience and able to meet City's needs
- 4-7 points – 3 to 4 years of related experience and able to meet City's needs
- 1-3 points – 1 to 2 years related experience and able to meet City's needs
- 0 points – No prior related experience

(2) Qualifications & Abilities of Professional Personnel (Related Experience, Strength of Team) (15 points)

- 8-15 points – More than 5 years of related experience
- 4-7 points – 3 to 4 years of related experience
- 1-3 points – 1 to 2 years related experience
- 0 points – No prior related experience

(3) Experience with Related Scope of Work Required with this RFSQ..... (20 points)

- 13-20 points – 3 or more directly related projects
- 6-12 points – 1 to 2 directly related projects
- 1-5 points – Similar but not directly related projects
- 0 points – No directly related or similar projects

B. STRENGTH of STATEMENT of QUALIFICATIONS and APPROACH: (Max 30 points outlined below)

(1) Clarity/Completeness of Statement..... (10 points)

- 8-10 points – Statement is exceptionally well written and clearly addresses all issues outlined in the RFSQ
- 4-7 points – Statement is understandable and addresses most of the specific issues outlined in the RFSQ
- 1-3 points – Statement is somewhat understandable and addresses some of the issues outlined in the RFSQ
- 0 points – Statement does not address issues outlined in the RFSQ

(2) Understanding of Scope of Services..... (10 points)

- 8-10 points – Demonstrated exceptional understanding of the scope of services
- 4-7 points – Understands the scope of services
- 1-3 points – Has some understanding of the scope of services
- 0 points – Has no solid or working understanding of the scope of services

- (3) *Quality of Innovative Solutions and Project Approach* (10 points)
- 8-10 points – Innovative solutions and project approach is exceptionally detailed, well organized, and shows project milestones and staff assignments and clearly demonstrates capacity to carry out a project within set deadlines
 - 4-7 points – Innovative solutions and project approach is generally organized and shows a capacity to carry out tasks but lacks sufficient detail
 - 1-3 points – Innovative solutions and project approach is addressed but poorly organized
 - 0 points – Innovative solutions and project approach is not addressed or is difficult to understand and not organized

C. LICENSES/INSURANCE: (Max 5 points)

- (1) *Copies of Required Licenses, Certifications, Sunbiz Report, Proof of Insurance*..... (5 points)
- 5 points – Provided copy of required licenses and certifications, Sunbiz report, and proof of insurability per insurance requirements listed in the RFSQ
 - 3-4 points – Provided copy of required licenses and certifications and proof of insurability per insurance requirements listed in the RFSQ
 - 1-2 point – Provided only copy of Sunbiz report and proof of insurability per insurance requirements listed in the RFSQ
 - 0 points – Provided no licenses nor proof of insurability per insurance requirements listed in the RFSQ

D. FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY: (Max 5 points)

- (1) *Litigation and Debarment History*..... (5 points)
- 5 points – No Litigation nor Debarment history in last 5 years
 - 3-4 points – Litigation and/or Debarment history in last 5 years, no actions taken
 - 1-2 points – Litigation and/or Debarment history in last 5 years, action was taken against firm, no current litigation and/or debarment actions
 - 0 points – Current Litigation action and/or Debarment action in current year

E. REFERENCES: (Max 10 points overall)

- (2) *A minimum of three (3) references all from similar projects that have been successfully completed within the past 5 years*..... (5 points)
- (3) *References were able to be contacted and verified*..... (5 points)

Total Maximum Points (100 points)

RFSQ SCHEDULE:

Refer to the Timeline in Section 2 of the RFSQ document regarding proposed evaluation date(s) and time(s). The City reserves the right to alter dates as needed.

EVALUATION PROCEDURE:

The Evaluation Committee is comprised of City staff and may include a City Council Member or Council appointed Board of Commission member who will evaluate and rank proposals based on a weighted score

point formula. All interested professionals are hereby cautioned not to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All Statements of Qualifications will be subject to a review and evaluation process pursuant to and in compliance with the Consultants Competitive Negotiation Act, Florida Statutes 287, Section 287.055. It is the intent of the City that all Firms responding to this RFSQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Statements received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

1. Responsiveness of the Statement related to the Scope of Services;
2. The ability, capability and skill of the Vendor to perform the contract, including the range of services offered.
3. Whether the provider can perform the contract within the time specified without delay or interference.
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
5. The character, integrity, reputation, judgment, experience and efficiency of the Vendor;
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;
7. The quality of performance of previous contracts;
8. The number and scope of conditions attached to the bid or proposal;
9. Responsiveness of client references;
10. Such other information as may be secured.

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):

The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the Vendors. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Vendors will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.

The City will allot equal time for each Vendor divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Vendor will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:

After oral presentations are completed, the Evaluation Committee will score the presentations for qualifications, experience, engagement approach and schedule to determine a final ranking of the short-listed Vendors considered to be most capable of performing the required project in the best interest of the City. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

EVALUATION CRITERIA for ORAL PRESENTATIONS

CATEGORY SCORE

A. <u>QUALIFICATIONS and RELATED EXPERIENCE:</u> (Max 60 points outlined below)	
(1) Company History, Qualifications, Ability, and Capacity (Key Principal).....	(20 points)
(2) Qualifications & Abilities of Professional Personnel (Related Experience, Strength of Team)	(20 points)
(3) Experience with Related Scope of Work Required with this RFSQ.....	(20 points)
B. <u>STRENGTH of STATEMENT of QUALIFICATIONS: APPROACH AND SCHEDULE:</u> (Max 40 points outlined below)	
(1) Understanding of Scope of Services.....	(20 points)
(2) Quality of Innovative Solutions and Project Approach	(20 points)
Total Maximum Points	(100 points)

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The intent to award will be posted on www.demandstar.com. The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

[Remainder of this page left intentionally blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – STATEMENTS OF QUALIFICATIONS SUBMITTAL CHECKLIST

_____ Form 9.2 – Vendor’s Acknowledgement Form

_____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form

_____ Form 9.4 – Drug Free Preference Statement

_____ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3) (a) F.S. in Public Entity Crimes

_____ Form 9.6 – Affidavit of Anti-Collusion Form

_____ Form 9.7 – Authorized Signatures/Negotiators

_____ Form 9.8 – Vendor Application Form

_____ W-9 Form

_____ Copy of Certificate of Insurance

_____ Submission of one (1) original marked “ORIGINAL”, six (6) identical copies, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: _____
Vendor

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statements of Qualifications (RFSQ) Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Statements of Qualifications at the prices or rates as finally negotiated. I agree that my Statement will remain firm for a period of up to one hundred and twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Statements of Qualifications.

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

I further certify that this Statement is made without prior understanding, contract, connection, discussion, or collusion with any person, firm or corporation submitting a Statement for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFSQ; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT OF QUALIFICATIONS IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Name of Business

Authorized Signature

Date

Print Name

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: _____

Notary Public

FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Firm: _____

By: _____
(Name and Title)

Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ and who: [] is personally known to me; or [] has produced _____ as identification.

Notary Public, State of

This document must be completed and returned with your Submittal

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

(Authorized Signature)

(Date)

(Print Name)

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ and who: ☐ is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of _____
Printed Name, Commission Seal and Term Expiration Date

This document must be completed and returned with your Submittal

FORM 9.6. – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Vendor agrees that this Statement of Qualifications is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a Statement of Qualification for the same purpose and that the Statement of Qualifications is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Statements of Qualifications will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE STATEMENT OF QUALIFICATIONS REPRESENTS THE VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Statement of Qualifications may be withdrawn for a period of one hundred and twenty (120) days subsequent to the submittal of the Statement of Qualifications, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name _____	Title _____	Phone # _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.8 - VENDOR APPLICATION

**City of Port Orange
Vendor Application**

City of Port Orange

Attn: Purchasing Division

(386) 506-5718

purchdiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Date: _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX.# _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) # _____

E-MAIL ADDRESS: _____

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☐ N State Incorporated: _____ Year: _____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative actions requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I **certify** that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title: _____

Commodity/Services _____

This document must be completed and returned with your Submittal

W-9

Request for Taxpayer Identification Number and Certification

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

List account number(s) here (optional)

[illegible]

Date _____

Page 59 of 60

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

Exhibit “2”

Sample Task Authorization

(Exhibit “2” includes a total of 3 pages)

TASK AUTHORIZATION NO. ____
Master Contract for Architectural Services dated ____
Between the City of Port Orange, Florida and DJ Design Services, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **DJ DESIGN SERVICES, INC.**, a Florida corporation with its principal place of business at 913 North Nova Road, Holly Hill, Florida 32117 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Architectural Services dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. ____.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

DJ DESIGN SERVICES, INC.

By: _____
James M. Wachtel, President
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

By: _____
Printed Name: _____ Michael H. Johansson, City Manager

Date: _____
Printed Name: _____

Witnesses:

ATTEST:

By: _____
Printed Name: _____ Robin L. Fenwick, CMC, City Clerk

Date: _____
Printed Name: _____

[CA 5524



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/02/2017

Consent item: Yes

SUBJECT: (B7b) Addendum No. 11 to Quentin L. Hampton Associates, Inc. contract for inspection services

DEPARTMENT: Community Development

GOAL: n/a

RECOMMENDED MOTION: Move to approve Addendum No. 11 to QLHA for building inspections in the amount of \$60,000 and authorize the Mayor and City Clerk to sign and execute all contract documents.

SUMMARY: The City has an existing continuing services contract with Quentin L. Hampton Associates, Inc. (QLHA) for inspection services. Pursuant to this contract, authorizations for services are to be in the form of written Contract Addendum. Addendum 11 is specifically for building inspections and building plan review.

The Community Development Department employs four building inspectors and two plan reviewers. Due to fluctuations in daily inspection and plan review workload, an additional inspector / reviewer has frequently been needed to meet daily demands. QLHA inspectors and reviewers have been assisting the City on an as needed basis for years during times of high demand. In the current fiscal year following Hurricane Matthew, two QLHA inspectors have been assisting on an ongoing basis and due to the abnormal and unexpected high level of use, the funding initially approved for this service will not meet needs through the remainder of the year.

Prior to the hurricane in early October, staff averaged a total of about 100 inspections assigned per day (over 25 per inspector per day for the 3.5 inspectors on City staff at that time). 15 – 20 inspections per day is considered an appropriate work load for building inspections. From late October to early March, staff averaged about 150 inspections assigned per day (about 40 inspections per City inspector per day). The City's Building inspectors were working 50 hour weeks to keep up with demand and the QLHA staff was brought in to help with this workload. Since early March, the number of assigned inspections has dropped some to about 125 per day and a new City inspector, approved in this FY budget, was hired bringing the total inspections staff to 4.5. However, the workload is still higher than the 100 per day average that was planned for initially and the QLHA support staff is expected to continue to be needed throughout the year. The requested authorization will allow for continued assistance with heavy workload. Funding for this is budgeted in the Contract Services line of Community Development Building Division.

Project No.: n/a Funding Account No.: 109-1901-515-34-14

ATTACHMENTS:

1.	Contract Addendum No. 11	Contract Addendum No. 11.pdf
----	--------------------------	------------------------------

Margaret Tomlinson	Created/Initiated - 04/13/2017
Wayne Clark	Approved - 04/13/2017
Tracey Riehm	Approved - 04/18/2017
Margaret Roberts	Approved - 04/20/2017
Jake Johansson	Approved - 04/20/2017
Robin Fenwick	Final Approval - 04/21/2017

CONTRACT ADDENDUM NO. 11
Standard Contract for Services dated October 1, 2013
Between the City of Port Orange, Florida and Quentin L. Hampton Associates, Inc.

THIS Contract Addendum is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 4401 Eastport Parkway, Port Orange, Florida 32127 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated October 1, 2013, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Contract Addendum expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail.
2. The Community Development Director, Wayne Clark, or his designee, Chief Building Official, Marvin Dryden, shall perform contract administration for this Contract Addendum No. 11, and may be reached at (386) 506-5626.
3. In addition to all other terms and conditions contained in the Agreement, Contractor shall provide Building Inspections and Building Plan Review for the City.
4. In return for the services identified above, the City agrees to compensate Contractor at the unit prices set forth in the Contract subject to a limit up to but not to exceed Sixty Thousand and 00/100 Dollars (\$60,000.00). The City shall make payment on all invoices in accordance with the Local Government Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes.

IN WITNESS WHEREOF, the Parties have made and executed this Contract Addendum for the purposes herein expressed on the dates set forth below.

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

Attest:

Printed Name: _____ Robin L. Fenwick, CMC, City Clerk

Date: _____

Witnesses:

QUENTIN L. HAMPTON ASSOCIATES, INC.

Printed Name: _____ By: _____
Brad T. Blais, President

Printed Name: _____ Date: _____

[CA 3480]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/02/2017

Consent item: No

SUBJECT: (B8) Settlement for Thomas DuBrule

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve the settlement conducted by FMIT.

SUMMARY: This case was mediated on April 12, 2017. The Florida League of Cities, through the Florida Municipal Insurance Trust (FMIT) has agreed to resolve this case pursuant to a settlement agreement and release. FMIT will pay the cost of settlement. The Settlement Agreement and Release may be viewed in the office of the City Clerk. The City Council members have been updated previously on this case and any questions or concerns may be directed to the City Attorney.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 04/17/2017
Margaret Roberts	Approved - 04/20/2017
Jake Johansson	Approved - 04/20/2017
Robin Fenwick	Final Approval - 04/21/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/02/2017

Consent item: No

SUBJECT: (C9) Waiver of Fees Request for 1161 Bayview Lane

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to deny a reduction in the balance owed by the property owners of 1161 Bayview Ln.

SUMMARY: On September 29, 2016 a quit claim deed was issued to Ms. Morgan Whitney Capps for property located at 1161 Bayview Ln. On October 21, 2016 Ms. Capps requested water service in her name and was offered a payment plan for the outstanding liens. On or about October 27, 2016 Ms. Capps left a message with the legal department asking to discuss the lien and how to restore water to the property. The City Attorney's Office returned the call and subsequently drafted a Lien Recovery Agreement but there is no record of Ms. Capps following up to move forward with the agreement. There is no further record of communication with the City Attorney's Office.

As of April 24th, 2017 utility services and penalties in the amount of \$4,173.65 is owed to the City for 1161 Bayview Ln.

Ms. Capps requests Council's forgiveness of the liens.

Staff recommends the liens remain intact. Forgiving valid and enforceable liens not only sets a precedent which encourages additional waiver requests, but also redistributes service availability costs and legal costs associated with the lien process to other rate payers.

Project No.: Funding Account No.:

ATTACHMENTS:

Cherie Cadenhead
Tracey Riehm
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 03/28/2017
Approved - 04/18/2017
Approved - 04/21/2017
Approved - 04/21/2017
Final Approval - 04/25/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/02/2017

Consent item: No

SUBJECT: (C10) Update from the Port Orange Historical Trust

DEPARTMENT: City Manager

GOAL: 3 - Quality of Life

RECOMMENDED MOTION:

SUMMARY: Mark Pierson, President of the Port Orange Historical Trust, will be present to introduce himself and provide an update to Council.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick

Created/Initiated - 04/18/2017

**The Golf Club at Cypress Head
Course Cash Flow Report
March 31, 2017**

	<u>March</u>	<u>YTD</u>
EBITDA	\$44,924.15	\$101,925.86
Management Fee Expense	(5,712.85)	(34,277.10)
Depreciation & Amortization	(153.61)	(919.66)
Net Income	39,057.69	66,729.10
Working Capital Changes		
Inventory	2,988.17	(3,582.77)
Receivables	(2,905.08)	89,026.48
Payables	(7,714.36)	(53,756.07)
Due to from the City	(1.08)	648.35
Prepays	20,018.13	(1,762.69)
Accrued Liabilities	4,972.60	(15,595.82)
Other Liabilities	(19,537.07)	(143,609.66)
Depreciation & Amortization	153.61	919.66
Operating Cash Flow	37,032.61	(60,983.42)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>37,032.61</u>	<u>(60,983.42)</u>
Beginning Cash	78,985.07	177,001.10
Net Cash Flows	<u>37,032.61</u>	<u>(60,983.42)</u>
Ending Cash	<u>116,017.68</u>	<u>116,017.68</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Six Months Ending March 31, 2017

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	138,739	577,360	1,077,267	54%	144,335	671,185	1,116,089	60%
Merchandise	6,326	27,809	54,320	51%	7,531	33,359	57,514	58%
Other Pro Shop	5,145	8,990	14,505	62%	4,425	8,864	11,540	77%
Range	4,512	17,394	34,150	51%	3,914	19,607	34,679	57%
Food and Beverage	0	0	137		0	0	0	
Other Operating Revenues	4,620	19,277	37,806	51%	4,637	22,103	39,852	55%
TOTAL REVENUE	159,342	650,829	1,218,185	53%	164,842	755,118	1,259,674	60%
COST OF SALES								
Merchandise	3,916	20,827	36,189	58%	5,105	20,214	40,260	50%
TOTAL COGS	3,916	20,827	36,189	58%	5,105	20,214	40,260	50%
COGS - Merchandise %	61.9%	74.9%	66.6%	112.4%	67.8%	60.6%	70.0%	86.6%
PAYROLL								
Course and Grounds	26,868	171,803	339,558	51%	32,841	182,686	351,366	52%
Carts, Range, Starters, Etc.	8,764	40,206	81,091	50%	8,101	43,709	92,546	47%
Pro Shop	3,952	27,769	53,209	52%	3,849	22,343	55,398	40%
General and Administrative	10,797	63,629	127,363	50%	10,582	64,646	129,158	50%
Marketing	4,799	24,466	48,834	50%	4,623	24,958	49,603	50%
TOTAL PAYROLL	55,180	327,873	650,054	50%	59,996	338,342	678,071	50%
OPERATING EXPENSES								
Course and Grounds	15,228	90,404	247,630	37%	26,028	122,441	212,591	58%
Carts, Range, Starters, Etc.	6,415	42,324	80,708	52%	6,855	40,754	85,302	48%
Pro Shop	4,380	7,180	10,107	71%	4,018	5,349	9,015	59%
Food and Beverage	137	322	322	100%	0	0	0	
General and Administrative	16,251	101,160	197,823	51%	16,331	117,362	205,607	57%
Marketing	1,624	21,780	34,250	64%	1,584	8,731	33,063	26%
TOTAL OPERATING EXPENSES	44,035	263,171	570,840	46%	54,816	294,637	545,578	54%
TOTAL EXPENSES	103,131	611,871	1,257,084	49%	119,918	653,193	1,263,909	52%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,713)	(35,934)	(70,211)	51%	(5,713)	(34,277)	(69,924)	49%
Depreciation & Amortization	(381)	(2,286)	(11,147)	21%	(154)	(920)	(4,572)	20%
TOTAL OTHER INCOME (EXPENSE)	(6,094)	(38,220)	(81,358)	47%	(5,866)	(35,197)	(74,496)	47%
NET INCOME	50,117	739	(120,257)	-1%	39,058	66,729	(78,731)	-85%
Paid Rounds	4,376	17,845	34,878	51%	4,554	20,649	38,696	53%
Annual Pass Rounds	980	4,504	8,657	52%	796	4,706	5,051	93%
Other Rounds	241	1,108	2,437	45%	258	1,384	2,812	49%
Total Rounds	5,597	23,457	45,972	51%	5,608	26,739	46,559	57%
Revenue/Paid Rounds	36	36	35	104%	36	37	33	112%
Revenue/Total Rounds	28	28	26	105%	29	28	27	104%

The Golf Club at Cypress Head
For the Six Months Ending March 31, 2017

	<u>03/31/17</u>	<u>09/30/16</u>	<u>03/31/16</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Operating	0	0	56,983
Cash - Depository	88,486	176,360	132,856
Cash - Payroll	26,181	0	0
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	(209)	(472)
Total Cash	<u>116,018</u>	<u>177,001</u>	<u>190,216</u>
Accounts Receivable			
A/R Member	3,567	92,593	3,080
Total Accounts Receivable	<u>3,567</u>	<u>92,593</u>	<u>3,080</u>
Other Current Assets			
Inventory - Merchandise	19,816	16,234	13,470
Prepaid Insurance	11,221	10,248	11,006
Prepaid Exp - Other	7,828	7,038	10,875
Total Other Current Assets	<u>38,865</u>	<u>33,520</u>	<u>35,351</u>
TOTAL CURRENT ASSETS	<u>158,450</u>	<u>303,115</u>	<u>228,647</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	54,143
Furniture and Fixtures	0	0	9,045
Machinery & Equipment	5,550	5,550	16,000
Property Plant and Equipment	36,148	36,148	79,187
Accumulated Depreciation	(25,156)	(24,236)	(58,415)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>10,992</u>	<u>11,911</u>	<u>20,772</u>
TOTAL ASSETS	<u><u>169,442</u></u>	<u><u>315,026</u></u>	<u><u>249,419</u></u>

The Golf Club at Cypress Head
For the Six Months Ending March 31, 2017

	<u>03/31/17</u>	<u>09/30/16</u>	<u>03/31/16</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	21,355	75,111	7,364
Accts Pay - Other	(109,741)	(110,389)	28,472
Accrued Expenses	1,260	7,783	0
Accrued Payroll	27,062	25,945	26,349
Accrued Taxes	9,051	13,903	13,355
Accrued Interest	0	5,337	0
Deferred Revenue	153,727	297,337	173,140
TOTAL CURRENT LIABILITIES	<u>102,714</u>	<u>315,027</u>	<u>248,681</u>
 TOTAL LIABILITIES	 <u>102,714</u>	 <u>315,027</u>	 <u>248,681</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>66,728</u>	<u>(1)</u>	<u>739</u>
Net Retained Earnings	<u>66,728</u>	<u>(1)</u>	<u>739</u>
Stockholders Equity	<u>66,728</u>	<u>(1)</u>	<u>739</u>
TOTAL STOCKHOLDER'S EQUITY	<u>66,728</u>	<u>(1)</u>	<u>739</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>169,442</u></u>	 <u><u>315,026</u></u>	 <u><u>249,419</u></u>

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The Golf Club at Cypress Head
Summary of All Units
For the Six Months Ending March 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
83,306	84,093	99%	82,005	102%	Green Fees	395,218	365,588	108%	339,650	116%	646,060	672,129
61,028	56,483	108%	56,735	108%	Cart Fee	275,967	270,870	102%	237,710	116%	470,029	498,964
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	(137)
3,460	3,559	97%	3,839	90%	Handicap Fee	4,440	4,439	100%	4,719	94%	4,567	4,610
465	250	186%	1,066	44%	Lessons	2,674	2,325	124%	2,891	99%	3,931	6,918
0	0	0%	0	0%	Other Pro Shop Revenue	0	0	0%	74	0%	0	0
500	416	120%	240	208%	Rental Clubs	1,550	1,683	92%	1,307	119%	3,042	2,850
7,531	6,254	120%	6,326	119%	Retail	33,359	29,336	114%	27,809	120%	57,514	60,006
3,914	3,799	103%	4,512	87%	Range	19,607	17,581	112%	17,394	113%	34,679	36,364
0	0	0%	0	0%	Food & Beverage	0	0	0%	0	0%	0	137
4,637	5,068	91%	4,620	100%	City Surcharge R & R	22,103	22,406	99%	19,277	115%	39,852	40,633
164,842	159,922	103%	159,342	103%	Total Revenues	755,118	714,228	106%	650,829	116%	1,259,674	1,322,474
COST OF GOODS SOLD												
5,105	4,378	117%	3,916	130%	COGS - Merchandise	20,214	20,536	98%	20,827	97%	40,260	35,576
5,105	4,378	117%	3,916	130%	Total COGS	20,214	20,536	98%	20,827	97%	40,260	35,576
159,737	155,544	103%	155,426	103%	GROSS MARGIN	734,905	693,692	106%	630,002	117%	1,219,414	1,286,898
67.79%	70.00%	96.84%	61.90%	109.51%	COGS - Merchandise %	60.59%	70.00%	86.56%	74.89%	80.91%	70.00%	707.06%
PAYROLL												
20,876	19,078	109%	18,953	110%	Gross Payroll - Salaried	122,682	114,468	107%	108,632	113%	228,936	245,715
28,062	27,596	102%	25,753	109%	Gross Payroll - Hourly	152,547	161,381	95%	157,450	97%	318,603	297,624
48,939	46,674	105%	44,706	109%	S/T Wages	275,228	275,849	100%	266,082	103%	547,539	543,339
3,734	3,571	105%	3,386	110%	Payroll Tax - FICA	20,705	21,105	98%	20,059	103%	41,893	40,689
427	631	68%	545	78%	Payroll Tax - UC	2,536	3,078	82%	3,681	69%	4,953	4,596
788	1,020	77%	882	89%	Payroll Tax - WC	5,073	5,783	88%	5,933	85%	11,719	10,403
6,108	5,818	105%	5,660	108%	Benefits	34,800	34,903	100%	32,119	108%	71,967	61,496
11,057	11,040	100%	10,474	106%	S/T Adders	63,114	64,869	97%	61,792	102%	130,532	117,184
59,996	57,714	104%	55,180	109%	TOTAL PAYROLL	338,342	340,718	99%	327,873	103%	678,071	660,523
OPERATING EXPENSES												
110	200	55%	48	230%	Cart Supplies	1,239	1,258	99%	1,086	114%	2,521	1,510
144	206	70%	18	804%	Course Accessories	3,349	2,341	143%	783	428%	3,886	4,785
4,420	0	0%	642	689%	Fertilizer	20,050	14,539	138%	7,884	254%	25,094	50,981
0	0	0%	0	0%	Flowers/Decor	0	174	0%	74	0%	399	1,531
1,342	1,183	113%	736	182%	Fuel	5,466	6,416	85%	4,078	134%	13,026	12,724
880	0	0%	0	0%	Fungicides	3,607	1,606	225%	1,635	221%	4,045	7,196
2,063	1,090	189%	1,443	143%	Herbicides	10,381	7,963	130%	4,816	216%	15,068	26,085
6,199	2,578	240%	3,511	177%	Insecticides	13,038	7,539	173%	6,372	205%	15,077	21,614
413	674	61%	253	163%	Janitorial Supplies	1,659	2,261	73%	1,128	147%	4,136	4,607
0	50	0%	0	0%	Laundry/Uniforms	209	505	41%	55	379%	1,038	296
396	201	197%	70	566%	Office Supplies	1,998	2,661	75%	2,681	75%	4,366	4,018
0	0	0%	0	0%	Range Balls	1,455	1,730	84%	1,530	95%	3,330	2,475
433	100	433%	37	1167%	Range Equipment	889	684	130%	1,083	82%	1,284	1,064
0	200	0%	0	0%	Range Expenses	0	210	0%	10	0%	460	13
0	0	0%	0	0%	Sand/Topdress	4,206	2,006	210%	4,291	98%	9,011	10,995
0	0	0%	0	0%	Seeds/Trees	4,400	4,069	108%	3,469	127%	4,069	4,400
0	0	0%	0	0%	Small Tools	611	205	298%	55	1104%	407	1,079
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	400	0%	0	0%	833	41
0	150	0%	0	0%	Supplies	878	901	97%	1,489	59%	1,801	1,971
(68)	0	0%	15	-449%	Tournament Expense	(493)	574	-86%	589	-84%	1,174	(402)
321	91	353%	91	355%	Alarm System	2,198	636	346%	633	347%	1,425	3,983
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	890	0
0	0	0%	0	0%	Cart Repairs	33	655	5%	1,455	2%	1,855	(97)
151	259	58%	371	41%	Computer Service	1,420	5,363	26%	1,476	96%	6,912	3,077
0	0	0%	0	0%	Contract Cleaning	0	130	0%	130	0%	130	0
0	0	0%	0	0%	Guest Relations	32	0	0%	49	65%	0	117
3,874	4,097	95%	4,225	92%	Handicap Expense	4,174	4,289	97%	4,417	94%	4,475	4,681
0	0	0%	0	0%	Indoor Plant Maint	0	0	0%	0	0%	100	0
632	1,295	49%	510	124%	Irrigation	1,656	3,572	46%	1,787	93%	6,392	5,054
0	80	0%	114	0%	Lesson Expense	0	515	0%	660	0%	965	491
0	230	0%	0	0%	Pest Control	0	230	0%	0	0%	230	0
2,560	2,099	122%	2,142	119%	Repair & Maint - Equipment	13,235	12,408	107%	14,481	91%	22,585	30,164
10	202	5%	91	11%	Repair & Maint - Building	2,344	1,760	133%	535	438%	3,208	5,161
5,356	5,356	100%	5,355	100%	Cart Lease	32,134	32,136	100%	32,134	100%	64,272	64,268
4,886	4,886	100%	4,511	108%	Equipment Lease	29,316	29,316	100%	27,070	108%	58,632	56,368
168	162	104%	196	86%	Off-Site Storage	1,008	1,002	101%	1,035	97%	1,974	2,026
1,145	1,292	89%	1,135	101%	Utilities - Electric	6,298	6,413	98%	6,255	101%	13,383	12,517
4,340	2,910	149%	3,228	134%	Utilities - Other	24,690	20,180	122%	20,498	120%	41,871	53,395
249	269	93%	232	108%	Utilities - Telephone/Fax	1,543	1,060	146%	1,294	119%	2,449	2,814
267	183	146%	236	113%	Utilities - Water	1,502	1,639	92%	1,691	89%	2,897	2,988

The Golf Club at Cypress Head
Summary of All Units
For the Six Months Ending March 31, 2017

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
1,584	1,104	143%	1,624	98%	Advertising & Promotion	7,719	9,512	81%	9,032	85%	16,247	17,918
516	38	1358%	317	163%	Bank Charges	3,124	978	319%	1,257	249%	1,382	5,138
(443)	0	0%	32	-1365%	Cash Short/(Over)	(284)	0	0%	(469)	61%	0	461
125	200	63%	150	83%	Cell Phone	1,075	1,275	84%	1,075	100%	2,475	2,175
4,637	5,068	91%	4,620	100%	City Surcharge R & R	22,103	22,406	99%	19,277	115%	39,852	40,633
0	0	0%	74	0%	Copier/Photocopies	18	335	5%	409	4%	671	371
2,574	2,103	122%	2,252	114%	Credit Card Discounts	14,127	14,602	97%	13,750	103%	27,744	23,878
0	0	0%	164	0%	Donations	(267)	0	0%	164	-163%	0	(67)
0	0	0%	0	0%	Dues & Subscriptions	220	150	147%	150	147%	1,109	679
(50)	0	0%	0	0%	Education & Training	525	0	0%	0	0%	200	525
80	191	42%	242	33%	Employee Relations	1,371	1,158	118%	909	151%	2,122	2,808
89	0	0%	0	0%	Employee Testing	322	131	246%	131	247%	244	742
3,858	3,871	100%	3,796	102%	Insurance Expense	23,150	23,151	100%	22,776	102%	46,377	46,086
27	141	19%	0	0%	Member Relations	65	272	24%	131	49%	649	65
64	17	374%	22	284%	Messenger Service - Fedex	168	192	87%	198	85%	403	401
0	900	0%	0	0%	Miscellaneous	864	8,891	10%	13,291	7%	13,291	900
0	0	0%	0	0%	O/S - Accounting	12,000	12,000	100%	12,000	100%	12,000	12,000
0	0	0%	0	0%	O/S - Legal	0	0	0%	0	0%	80	0
0	0	0%	0	0%	O/S - Other	350	0	0%	1,207	29%	9,218	16,381
448	309	145%	244	183%	Payroll Processing Fee	6,239	1,684	371%	1,418	440%	3,535	11,508
9	29	32%	0	0%	Postage/Shipping	234	68	345%	39	598%	634	331
(30)	(30)	100%	(30)	100%	Tax/Licenses/Fees	120	(150)	-80%	(150)	-80%	(100)	15
0	0	0%	0	0%	Theft Loss	0	0	0%	106	0%	0	0
75	0	0%	693	11%	Travel - Meals	1,433	683	210%	1,375	104%	683	1,951
958	969	99%	626	153%	Travel - Other	5,435	7,697	71%	5,486	99%	16,423	11,275
0	1,000	0%	0	0%	Website Expenses	0	2,000	0%	900	0%	4,000	2,100
0	0	0%	0	0%	Employee Meals	0	200	0%	0	0%	669	25
54,816	45,953	119%	44,035	124%	TOTAL OPERATING EXPENSES	294,637	286,581	103%	263,171	112%	545,578	602,306
44,924	51,877	87%	56,210	80%	EBITDA	101,926	66,393	154%	38,959	262%	(4,235)	24,068
5,713	5,827	98%	5,713	100%	Management Fee	34,277	34,962	98%	35,934	95%	69,924	68,554
5,713	5,827	98%	5,713	100%	Management Fees	34,277	34,962	98%	35,934	95%	69,924	68,554
37	98	38%	98	38%	Deprec - Mach & Equip	221	588	38%	585	38%	1,176	1,563
117	283	41%	283	41%	Deprec - Buildings	698	1,698	41%	1,701	41%	3,396	8,218
154	381	40%	381	40%	S/T DEPR. & AMORT	920	2,286	40%	2,286	40%	4,572	9,781
39,058	45,669	86%	50,117	78%	NET INCOME	66,729	29,145	229%	739	9034%	(78,731)	(54,267)

The Golf Club at Cypress Head
Course & Grounds
For the Six Months Ending March 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
83,306	84,093	99%	82,005	102%	Green Fees	395,218	365,588	108%	339,650	116%	646,060	672,129
4,637	5,068	91%	4,620	100%	City Surcharge R & R	22,103	22,406	99%	19,277	115%	39,852	40,633
87,943	89,161	99%	86,624	102%	Total Revenues	417,321	387,994	108%	358,926	116%	685,912	712,762
87,943	89,161	99%	86,624	102%	GROSS MARGIN	417,321	387,994	108%	358,926	116%	685,912	712,762
PAYROLL												
9,075	7,802	116%	6,954	130%	Gross Payroll - Salaried	53,414	46,812	114%	41,193	130%	93,624	106,889
17,300	15,952	108%	14,392	120%	Gross Payroll - Hourly	93,086	93,018	100%	96,865	96%	186,129	178,757
26,376	23,754	111%	21,346	124%	S/T Wages	146,500	139,830	105%	138,059	106%	279,753	285,645
1,894	1,817	104%	1,511	125%	Payroll Tax - FICA	10,385	10,697	97%	9,850	105%	21,402	20,192
252	339	74%	299	84%	Payroll Tax - UC	1,393	1,375	101%	1,787	78%	2,040	2,395
400	519	77%	411	97%	Payroll Tax - WC	2,542	2,934	87%	2,997	85%	5,990	5,163
3,920	3,409	115%	3,301	119%	Benefits	21,866	20,450	107%	19,110	114%	42,181	37,045
6,465	6,084	106%	5,522	117%	S/T Adders	36,186	35,456	102%	33,745	107%	71,613	64,795
32,841	29,838	110%	26,868	122%	TOTAL PAYROLL	182,686	175,286	104%	171,803	106%	351,366	350,441
OPERATING EXPENSES												
144	206	70%	18	804%	Course Accessories	3,349	2,341	143%	783	428%	3,886	4,785
4,420	0	0%	642	689%	Fertilizer	20,050	14,539	138%	7,884	254%	25,094	50,981
0	0	0%	0	0%	Flowers/Decor	0	174	0%	74	0%	399	1,531
1,342	1,183	113%	736	182%	Fuel	5,466	6,416	85%	4,078	134%	13,026	12,724
880	0	0%	0	0%	Fungicides	3,607	1,606	225%	1,635	221%	4,045	7,196
2,063	1,090	189%	1,443	143%	Herbicides	10,381	7,963	130%	4,816	216%	15,068	26,085
6,199	2,578	240%	3,511	177%	Insecticides	13,038	7,539	173%	6,372	205%	15,077	21,614
0	0	0%	0	0%	Sand/Topdress	4,206	2,006	210%	4,291	98%	9,011	10,995
0	0	0%	0	0%	Seeds/Trees	4,400	4,069	108%	3,469	127%	4,069	4,400
0	0	0%	0	0%	Small Tools	611	205	298%	55	1104%	407	1,079
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	400	0%	0	0%	833	41
632	1,295	49%	510	124%	Irrigation	1,656	3,572	46%	1,787	93%	6,392	5,054
2,560	2,024	126%	2,142	119%	Repair & Maint - Equipment	11,257	11,479	98%	13,923	81%	20,663	26,400
10	202	5%	0	0%	Repair & Maint - Building	10	702	1%	0	0%	1,207	280
4,886	4,886	100%	4,511	108%	Equipment Lease	29,318	29,316	100%	27,070	108%	58,632	56,388
190	146	130%	160	119%	Utilities - Electric	1,294	1,215	107%	1,228	105%	2,703	2,613
2,293	1,209	190%	1,220	188%	Utilities - Other	10,700	8,383	128%	8,395	127%	16,748	24,429
103	93	110%	99	104%	Utilities - Telephone/Fax	599	609	98%	615	97%	1,072	1,194
267	183	146%	236	113%	Utilities - Water	1,502	1,639	92%	1,691	89%	2,897	2,988
(50)	0	0%	0	0%	Education & Training	375	0	0%	0	0%	0	375
0	0	0%	0	0%	Employee Relations	0	100	0%	0	0%	200	542
89	0	0%	0	0%	Employee Testing	322	131	246%	131	247%	244	742
0	0	0%	0	0%	O/S - Other	0	0	0%	1,207	0%	9,218	16,031
0	0	0%	0	0%	Tax/Licenses/Fees	300	0	0%	0	0%	0	300
0	100	0%	0	0%	Travel - Other	0	600	0%	900	0%	1,700	900
26,028	15,195	171%	15,228	171%	TOTAL OPERATING EXPENSES	122,441	105,004	117%	90,404	135%	212,591	279,667
29,074	44,128	66%	44,528	65%	EBITDA	112,194	107,704	104%	96,719	116%	121,955	82,655
29,074	44,128	66%	44,528	65%	NET INCOME	112,194	107,704	104%	96,719	116%	121,955	82,655

The Golf Club at Cypress Head
Carts
For the Six Months Ending March 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
61,028	56,483	108%	56,735	108%	REVENUES	275,967	270,870	102%	237,710	116%	470,029	498,964
61,028	56,483	108%	56,735	108%	Cart Fee	275,967	270,870	102%	237,710	116%	470,029	498,964
61,028	56,483	108%	56,735	108%	Total Revenues	275,967	270,870	102%	237,710	116%	470,029	498,964
					GROSS MARGIN	275,967	270,870	102%	237,710	116%	470,029	498,964
					PAYROLL							
7,291	7,415	98%	7,822	93%	Gross Payroll - Hourly	39,283	43,534	90%	35,690	110%	82,679	75,733
7,291	7,415	98%	7,822	93%	S/T Wages	39,283	43,534	90%	35,690	110%	82,679	75,733
582	567	103%	621	94%	Payroll Tax - FICA	3,106	3,329	93%	2,803	111%	6,323	5,965
106	154	69%	146	72%	Payroll Tax - UC	564	873	65%	930	61%	1,688	1,357
114	162	71%	146	78%	Payroll Tax - WC	714	912	78%	724	99%	1,767	1,444
9	8	112%	29	31%	Benefits	42	47	90%	58	73%	89	96
811	891	91%	942	86%	S/T Adders	4,426	5,161	86%	4,515	98%	9,867	8,862
8,101	8,306	98%	8,764	92%	TOTAL PAYROLL	43,709	48,695	90%	40,206	109%	92,546	84,595
					OPERATING EXPENSES							
110	200	55%	48	230%	Cart Supplies	1,239	1,258	99%	1,086	114%	2,521	1,510
0	0	0%	0	0%	Cart Repairs	33	655	5%	1,455	2%	1,855	(97)
5,356	5,356	100%	5,355	100%	Cart Lease	32,134	32,136	100%	32,134	100%	64,272	64,268
956	1,146	83%	975	98%	Utilities - Electric	5,004	5,198	96%	5,027	100%	10,680	9,904
6,421	6,702	96%	6,378	101%	TOTAL OPERATING EXPENSES	38,410	39,247	98%	39,702	97%	79,328	75,586
46,505	41,475	112%	41,593	112%	EBITDA	193,848	182,928	106%	157,802	123%	298,155	338,783
46,505	41,475	112%	41,593	112%	NET INCOME	193,848	182,928	106%	157,802	123%	298,155	338,783

The Golf Club at Cypress Head
Range
For the Six Months Ending March 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
3,914	3,799	103%	4,512	87%	REVENUES							
3,914	3,799	103%	4,512	87%	Range	19,607	17,581	112%	17,394	113%	34,679	36,364
3,914	3,799	103%	4,512	87%	Total Revenues	19,607	17,581	112%	17,394	113%	34,679	36,364
3,914	3,799	103%	4,512	87%	GROSS MARGIN	19,607	17,581	112%	17,394	113%	34,679	36,364
0	0	0%	0	0%	OPERATING EXPENSES							
433	100	433%	37	1167%	Range Balls	1,455	1,730	84%	1,530	95%	3,330	2,475
0	200	0%	0	0%	Range Equipment	889	684	130%	1,083	82%	1,284	1,064
0	75	0%	0	0%	Range Expenses	0	210	0%	10	0%	460	13
0	75	0%	0	0%	Repair & Maint - Equipment	0	450	0%	0	0%	900	0
433	375	116%	37	1167%	TOTAL OPERATING EXPENSES	2,344	3,074	76%	2,623	89%	5,974	3,552
3,481	3,424	102%	4,475	78%	EBITDA	17,264	14,507	119%	14,771	117%	28,705	32,812
3,481	3,424	102%	4,475	78%	NET INCOME	17,264	14,507	119%	14,771	117%	28,705	32,812

The Golf Club at Cypress Head
F & B Cafe
For the Six Months Ending March 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
0	0	0%	0	0%	REVENUES							
0	0	0%	0	0%	Food & Beverage	0	0	0%	0	0%	0	137
0	0	0%	0	0%	Total Revenues	0	0	0%	0	0%	0	137
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	0	0%	0	137
0	0	0%	0	0%	OPERATING EXPENSES							
0	0	0%	0	0%	Repair & Maint - Equipment	0	0	0%	79	0%	0	0
0	0	0%	137	0%	Cash Short/(Over)	0	0	0%	137	0%	0	0
0	0	0%	0	0%	Theft Loss	0	0	0%	106	0%	0	0
0	0	0%	137	0%	TOTAL OPERATING EXPENSES	0	0	0%	322	0%	0	0
0	0	0%	(137)	0%	EBITDA	0	0	0%	(322)	0%	0	137
0	0	0%	(137)	0%	NET INCOME	0	0	0%	(322)	0%	0	137

The Golf Club at Cypress Head
Golf Shop
For the Six Months Ending March 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	(137)
3,460	3,559	97%	3,839	90%	Handicap Fee	4,440	4,439	100%	4,719	94%	4,567	4,610
465	250	186%	1,066	44%	Lessons	2,874	2,325	124%	2,891	99%	3,931	6,918
0	0	0%	0	0%	Other Pro Shop Revenue	0	0	0%	74	0%	0	0
500	416	120%	240	208%	Rental Clubs	1,550	1,683	92%	1,307	119%	3,042	2,850
7,531	6,254	120%	6,326	119%	Retail	33,359	29,336	114%	27,809	120%	57,514	60,006
11,956	10,479	114%	11,471	104%	Total Revenues	42,223	37,783	112%	36,799	115%	69,054	74,247
COST OF GOODS SOLD												
5,105	4,378	117%	3,916	130%	COGS - Merchandise	20,214	20,536	98%	20,827	97%	40,260	35,576
5,105	4,378	117%	3,916	130%	Total COGS	20,214	20,536	98%	20,827	97%	40,260	35,576
6,851	6,101	112%	7,555	91%	GROSS MARGIN	22,009	17,247	128%	15,973	138%	28,794	38,671
67.79%	70.00%	96.84%	61.90%	109.51%	COGS - Merchandise %	60.59%	70.00%	86.56%	74.89%	80.91%	70.00%	707.06%
PAYROLL												
3,471	4,229	82%	3,539	98%	Gross Payroll - Hourly	20,177	24,829	81%	24,894	81%	49,795	43,134
3,471	4,229	82%	3,539	98%	S/T Wages	20,177	24,829	81%	24,894	81%	49,795	43,134
275	324	85%	277	99%	Payroll Tax - FICA	1,584	1,901	83%	1,922	82%	3,812	3,360
49	88	56%	68	73%	Payroll Tax - UC	227	363	62%	457	50%	728	492
53	92	58%	68	78%	Payroll Tax - WC	354	520	68%	497	71%	1,063	795
378	504	75%	413	91%	S/T Adders	2,165	2,784	78%	2,875	75%	5,603	4,647
3,849	4,733	81%	3,952	97%	TOTAL PAYROLL	22,343	27,613	81%	27,769	80%	55,398	47,782
OPERATING EXPENSES												
212	50	424%	26	829%	Office Supplies	791	300	264%	26	3099%	600	1,505
0	150	0%	0	0%	Supplies	878	901	97%	1,489	59%	1,801	1,971
(68)	0	0%	15	-449%	Tournament Expense	(493)	574	-86%	589	-84%	1,174	(402)
3,874	4,097	95%	4,225	92%	Handicap Expense	4,174	4,289	97%	4,417	94%	4,475	4,681
0	80	0%	114	0%	Lesson Expense	0	515	0%	660	0%	965	491
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	0	0%	0	31
4,018	4,377	92%	4,380	92%	TOTAL OPERATING EXPENSES	5,349	6,579	81%	7,180	74%	9,015	8,276
(1,016)	(3,009)	34%	(777)	131%	EBITDA	(5,683)	(16,945)	34%	(18,977)	30%	(35,619)	(17,386)
(1,016)	(3,009)	34%	(777)	131%	NET INCOME	(5,683)	(16,945)	34%	(18,977)	30%	(35,619)	(17,386)

The Golf Club at Cypress Head
G & A
For the Six Months Ending March 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
7,984	7,905	101%	8,034	99%	Gross Payroll - Salaried	48,818	47,430	103%	47,454	103%	94,860	97,966
7,984	7,905	101%	8,034	99%	S/T Wages	48,818	47,430	103%	47,454	103%	94,860	97,966
682	605	113%	685	100%	Payroll Tax - FICA	4,117	3,630	113%	4,039	102%	7,260	8,201
0	29	0%	0	0%	Payroll Tax - UC	237	291	82%	344	69%	291	237
160	173	92%	189	84%	Payroll Tax - WC	1,107	993	111%	1,313	84%	2,031	2,254
1,756	1,993	88%	1,888	93%	Benefits	10,367	11,958	87%	10,480	99%	24,716	19,722
2,598	2,800	93%	2,762	94%	S/T Adders	15,828	16,872	94%	16,175	98%	34,298	30,414
10,582	10,705	99%	10,797	98%	TOTAL PAYROLL	64,646	64,302	101%	63,629	102%	129,158	128,380
OPERATING EXPENSES												
413	674	61%	253	163%	Janitorial Supplies	1,659	2,261	73%	1,128	147%	4,136	4,607
0	50	0%	0	0%	Laundry/Uniforms	209	505	41%	55	379%	1,038	296
184	151	122%	44	415%	Office Supplies	1,207	2,361	51%	2,655	45%	3,766	2,513
321	91	353%	91	355%	Alarm System	2,198	636	346%	633	347%	1,425	3,983
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	890	0
151	259	58%	371	41%	Computer Service	1,420	5,363	26%	1,476	96%	6,912	3,077
0	0	0%	0	0%	Contract Cleaning	0	130	0%	130	0%	130	0
0	0	0%	0	0%	Guest Relations	32	0	0%	49	65%	0	117
0	0	0%	0	0%	Indoor Plant Maint	0	0	0%	0	0%	100	0
0	230	0%	0	0%	Pest Control	0	230	0%	0	0%	230	0
0	0	0%	0	0%	Repair & Maint - Equipment	1,978	479	413%	479	413%	1,022	3,764
0	0	0%	91	0%	Repair & Maint - Building	2,333	1,058	221%	535	436%	2,001	4,850
168	162	104%	195	86%	Off-Site Storage	1,008	1,002	101%	1,035	97%	1,974	2,026
2,048	1,701	120%	2,008	102%	Utilities - Other	13,990	11,797	119%	12,103	116%	25,123	28,966
147	176	83%	133	110%	Utilities - Telephone/Fax	944	451	209%	678	139%	1,377	1,621
516	38	1358%	317	163%	Bank Charges	3,124	978	318%	1,257	249%	1,382	5,138
(443)	0	0%	(105)	423%	Cash Short/(Over)	(284)	0	0%	(606)	47%	0	461
125	200	63%	150	83%	Cell Phone	1,075	1,275	84%	1,075	100%	2,475	2,175
4,637	5,068	91%	4,620	100%	City Surcharge R & R	22,103	22,406	99%	19,277	115%	39,852	40,633
0	0	0%	74	0%	Copier/Photocopies	18	335	5%	409	4%	671	371
2,574	2,103	122%	2,252	114%	Credit Card Discounts	14,127	14,602	97%	13,750	103%	27,744	23,878
0	0	0%	164	0%	Donations	(267)	0	0%	164	-163%	0	(67)
0	0	0%	0	0%	Dues & Subscriptions	220	150	147%	150	147%	1,109	679
0	0	0%	0	0%	Education & Training	150	0	0%	0	0%	200	150
80	191	42%	242	33%	Employee Relations	1,371	1,058	130%	909	151%	1,922	2,266
3,858	3,871	100%	3,796	102%	Insurance Expense	23,150	23,151	100%	22,776	102%	46,377	46,086
27	141	19%	0	0%	Member Relations	65	272	24%	131	49%	649	65
64	17	374%	22	284%	Messenger Service - Fedex	168	192	87%	198	85%	403	401
0	(100)	0%	0	0%	Miscellaneous	(36)	1,275	-3%	1,675	-2%	1,675	0
0	0	0%	0	0%	O/S - Accounting	12,000	12,000	100%	12,000	100%	12,000	12,000
0	0	0%	0	0%	O/S - Legal	0	0	0%	0	0%	80	0
0	0	0%	0	0%	O/S - Other	350	0	0%	0	0%	0	350
448	309	145%	244	183%	Payroll Processing Fee	6,239	1,684	371%	1,418	440%	3,535	11,508
9	29	32%	0	0%	Postage/Shipping	234	68	345%	39	588%	634	331
(30)	(30)	100%	(30)	100%	Tax/Licenses/Fees	(180)	(180)	120%	(150)	120%	(100)	(285)
75	0	0%	693	11%	Travel - Meals	1,433	683	210%	1,375	104%	683	1,951
958	769	125%	626	153%	Travel - Other	5,323	6,497	82%	4,354	122%	13,523	10,092
0	0	0%	0	0%	Employee Meals	0	200	0%	0	0%	669	25
16,331	16,100	101%	16,251	100%	TOTAL OPERATING EXPENSES	117,362	112,949	104%	101,160	116%	205,607	214,025
(26,913)	(26,805)	100%	(27,048)	100%	EBITDA	(182,008)	(177,251)	103%	(164,789)	110%	(334,765)	(342,405)
5,713	5,827	98%	5,713	100%	Management Fee	34,277	34,962	98%	35,934	95%	69,924	68,554
5,713	5,827	98%	5,713	100%	Management Fees	34,277	34,962	98%	35,934	95%	69,924	68,554
37	98	38%	98	38%	Deprec - Mach & Equip	221	588	38%	585	38%	1,176	1,563
117	283	41%	283	41%	Deprec - Buildings	698	1,698	41%	1,701	41%	3,396	8,218
154	381	40%	381	40%	S/T DEPR. & AMORT	920	2,286	40%	2,286	40%	4,572	9,781
(32,779)	(33,013)	99%	(33,142)	99%	NET INCOME	(217,205)	(214,499)	101%	(203,009)	107%	(409,261)	(420,740)

The Golf Club at Cypress Head
Marketing
For the Six Months Ending March 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
3,817	3,371	113%	3,964	96%	Gross Payroll - Salaried	20,449	20,226	101%	19,985	102%	40,452	40,860
3,817	3,371	113%	3,964	96%	S/T Wages	20,449	20,226	101%	19,985	102%	40,452	40,860
301	258	117%	291	103%	Payroll Tax - FICA	1,513	1,548	98%	1,444	105%	3,096	2,970
21	21	98%	33	62%	Payroll Tax - UC	115	176	65%	163	71%	206	115
61	74	83%	68	90%	Payroll Tax - WC	356	424	84%	403	88%	868	747
423	408	104%	443	96%	Benefits	2,525	2,448	103%	2,471	102%	4,981	4,633
806	761	106%	835	97%	S/T Adders	4,509	4,596	98%	4,481	101%	9,151	8,465
4,623	4,132	112%	4,799	96%	TOTAL PAYROLL	24,958	24,822	101%	24,466	102%	49,603	49,326
OPERATING EXPENSES												
1,584	1,104	143%	1,624	98%	Advertising & Promotion	7,719	9,512	81%	9,032	85%	16,247	17,918
0	1,000	0%	0	0%	Miscellaneous	900	7,616	12%	11,616	8%	11,616	900
0	100	0%	0	0%	Travel - Other	112	600	19%	232	48%	1,200	283
0	1,000	0%	0	0%	Website Expenses	0	2,000	0%	900	0%	4,000	2,100
1,584	3,204	49%	1,624	98%	TOTAL OPERATING EXPENSES	8,731	19,728	44%	21,780	40%	33,063	21,201
(6,207)	(7,336)	85%	(6,423)	97%	EBITDA	(33,689)	(44,550)	76%	(46,246)	73%	(82,666)	(70,527)
(6,207)	(7,336)	85%	(6,423)	97%	NET INCOME	(33,689)	(44,550)	76%	(46,246)	73%	(82,666)	(70,527)

The Golf Club at Cypress Head
For the Six Months Ending March 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
144,335	140,576	103%	138,739	104%	Green Fees & Cart Fees	671,185	636,458	105%	577,360	116%	1,116,089	1,171,092
7,531	6,254	120%	6,326	119%	Merchandise	33,359	29,336	114%	27,809	120%	57,514	59,869
4,425	4,225	105%	5,145	86%	Other Pro Shop	8,864	8,447	105%	8,990	99%	11,540	14,378
3,914	3,799	103%	4,512	87%	Range	19,607	17,581	112%	17,394	113%	34,679	36,364
0	0	0%	0	0%	Food and Beverage	0	0	0%	0	0%	0	137
4,637	5,068	91%	4,620	100%	Other Operating Revenues	22,103	22,406	99%	19,277	115%	39,852	40,633
164,842	159,922	103%	159,342	103%	TOTAL REVENUE	755,118	714,228	106%	650,829	116%	1,259,674	1,322,474
COST OF SALES												
5,105	4,378	117%	3,916	130%	Merchandise	20,214	20,536	98%	20,827	97%	40,260	35,576
5,105	4,378	117%	3,916	130%	TOTAL COGS	20,214	20,536	98%	20,827	97%	40,260	35,576
67.8%	70.0%	96.8%	61.9%	109.5%	COGS - Merchandise %	60.6%	70.0%	86.6%	74.9%	80.9%	70.0%	707.1%
PAYROLL												
32,841	29,838	110%	26,868	122%	Course and Grounds	182,686	175,286	104%	171,803	106%	351,366	350,441
8,101	8,306	98%	8,764	92%	Carts, Range, Starters, Etc.	43,709	48,695	90%	40,206	109%	92,546	84,595
3,849	4,733	81%	3,952	97%	Pro Shop	22,343	27,613	81%	27,769	80%	55,398	47,782
10,562	10,705	99%	10,797	98%	General and Administrative	64,646	64,302	101%	63,629	102%	129,158	128,380
4,623	4,132	112%	4,799	96%	Marketing	24,958	24,822	101%	24,466	102%	49,603	49,326
59,996	57,714	104%	55,180	109%	TOTAL PAYROLL	338,342	340,718	99%	327,873	103%	678,071	660,523
OPERATING EXPENSES												
26,028	15,195	171%	15,228	171%	Course and Grounds	122,441	105,004	117%	90,404	135%	212,591	279,667
6,855	7,077	97%	6,415	107%	Carts, Range, Starters, Etc.	40,754	42,321	96%	42,324	96%	85,302	79,138
4,018	4,377	92%	4,380	92%	Pro Shop	5,349	6,579	81%	7,180	74%	9,015	8,276
0	0	0%	137	0%	Food and Beverage	0	0	0%	322	0%	0	0
16,331	16,100	101%	16,251	100%	General and Administrative	117,362	112,949	104%	101,160	116%	205,607	214,025
1,584	3,204	49%	1,624	98%	Marketing	8,731	19,728	44%	21,780	40%	33,063	21,201
54,816	45,953	119%	44,035	124%	TOTAL OPERATING EXPENSES	294,637	286,581	103%	263,171	112%	545,578	602,306
119,918	108,045	111%	103,131	116%	TOTAL EXPENSES	653,193	647,835	101%	611,871	107%	1,263,909	1,298,406
44,924	51,877	87%	56,210	80%	EBITDA	101,926	66,393	154%	38,959	262%	(4,235)	24,068

The Golf Club at Cypress Head
For the Six Months Ending March 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
44,924	51,877	87%	56,210	80%	EBITDA	101,926	66,393	154%	38,959	262%	(4,235)	24,068
(5,713)	(5,827)	98%	(5,713)	100%	MANAGEMENT FEES	(34,277)	(34,962)	98%	(35,934)	95%	(69,924)	(68,554)
					OTHER INCOME (EXPENSE)							
(154)	(381)	40%	(381)	40%	Depreciation & Amortization	(920)	(2,286)	40%	(2,286)	40%	(4,572)	(9,781)
(154)	(381)	40%	(381)	40%	TOTAL OTHER INCOME (EXPENSE)	(920)	(2,286)	40%	(2,286)	40%	(4,572)	(9,781)
39,058	45,669	86%	50,117	78%	NET INCOME	66,729	29,145	229%	739	9034%	(78,731)	(54,267)
4,554	4,922	93%	4,376	104%	Paid Rounds	20,649	19,691	105%	17,845	116%	38,696	37,682
796	496	160%	980	81%	Annual Pass Rounds	4,706	2,960	159%	4,504	104%	5,051	8,859
258	270	96%	241	107%	Other Rounds	1,384	1,297	107%	1,108	125%	2,812	2,713
5,608	5,688	99%	5,597	100%	Total Rounds	26,739	23,948	112%	23,457	114%	46,559	49,254
36	32	111%	36	99%	Revenue/Paid Rounds	37	36	101%	36	100%	33	419
29	28	105%	28	103%	Revenue/Total Rounds	28	30	95%	28	102%	27	319

The Golf Club at Cypress Head
General Ledger

Ranges: From:
Date: 3/1/2017
Account: First

To:
3/31/2017
Last

Sorted By:
Include:
Print Currency In: Functional (Z-US\$)

Account
Posting, Unit

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$77,635.07	\$162,130.67	\$151,279.49	\$10,851.18	\$88,486.25
	10050-5950-900	Cash - Course Payroll BMO	\$0.00	\$34,346.74	\$8,165.31	\$26,181.43	\$26,181.43
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10120-5950-900	Cash - New Payroll	\$0.00	\$46,292.61	\$46,292.61	\$0.00	\$0.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$661.90	\$20,065.61	\$17,160.53	\$2,905.08	\$3,566.98
	12000-5950-900	Inventory - Merchandise	\$22,804.44	\$7,370.36	\$10,358.53	(\$2,988.17)	\$19,816.27
	13020-5950-900	Prepaid Insurance	\$7,038.54	\$8,041.00	\$3,858.39	\$4,182.61	\$11,221.15
	13040-5950-900	Prepaid Exp - Other	\$32,028.80	\$27,712.85	\$51,913.59	(\$24,200.74)	\$7,828.06
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$3,236.57)	\$0.00	\$36.87	(\$36.87)	(\$3,273.44)
	22080-5950-900	Accum. Deprec - Buildings	(\$21,765.93)	\$0.00	\$116.74	(\$116.74)	(\$21,882.67)
	30000-5950-900	Accts Pay - Trade	(\$29,069.75)	\$148,065.92	\$140,351.56	\$7,714.36	(\$21,355.39)
	30040-5950-900	Accts Pay - Other	\$109,739.57	\$10,516.43	\$10,515.35	\$1.08	\$109,740.65
	31000-5950-900	Accrued Expenses	\$23,558.71	\$1,859.27	\$560.45	\$1,298.82	(\$1,259.89)
	31020-5950-900	Accrued Payroll	(\$21,190.66)	\$28,383.53	\$34,182.24	(\$5,798.71)	(\$26,989.37)
	31080-5950-900	Accrued Tips Payable	(\$63.50)	\$456.00	\$465.00	(\$9.00)	(\$72.50)
	31220-5950-900	Accrued Sales Tax	(\$8,586.84)	\$8,586.84	\$9,050.55	(\$463.71)	(\$9,050.55)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$4,637.02	\$4,637.02	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$1,871.72)	\$849.27	\$971.61	(\$122.34)	(\$1,994.06)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$2,536.22)	\$3,406.51	\$3,048.75	\$357.76	(\$2,178.46)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$34,749.02)	\$4,964.15	\$0.00	\$4,964.15	(\$29,784.87)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$33,927.15)	\$4,846.73	\$0.00	\$4,846.73	(\$29,080.42)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$139.14)	\$0.00	\$0.00	\$0.00	(\$139.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$19,945.92)	\$1,176.73	\$989.73	\$187.00	(\$19,758.92)
	32100-5950-900	Deferred Rev - Credit Books	(\$15,431.56)	\$945.22	\$879.06	\$66.16	(\$15,365.40)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$63,973.89)	\$9,139.13	\$0.00	\$9,139.13	(\$54,834.76)
	32220-5950-900	Deferred Rev - Founders Pass	(\$689.39)	\$98.48	\$0.00	\$98.48	(\$590.91)
	49020-5950-900	Retained Earnings - Current	\$1.12	\$0.00	\$0.00	\$0.00	\$1.12
	50000-5950-100	Green Fees - Annual Pass	(\$49,032.13)	\$0.00	\$9,909.36	(\$9,909.36)	(\$58,941.49)
	50040-5950-100	Green Fees - Member	(\$245,413.19)	\$0.00	\$68,760.03	(\$68,760.03)	(\$314,173.22)
	50070-5950-100	Green Fees - (surcharge)	(\$17,466.14)	\$4,637.02	\$9,274.04	(\$4,637.02)	(\$22,103.16)
	50500-5950-200	Cart Fee 18	(\$169,513.65)	\$0.00	\$51,888.96	(\$51,888.96)	(\$221,402.61)
	50520-5950-200	Cart Fee - Annual Trail	(\$45,425.53)	\$0.00	\$9,139.13	(\$9,139.13)	(\$54,564.66)
	52090-5950-600	Handicap Fee	(\$980.00)	\$0.00	\$3,460.00	(\$3,460.00)	(\$4,440.00)
	52150-5950-600	Lessons	(\$2,409.05)	\$0.00	\$465.00	(\$465.00)	(\$2,874.05)
	52280-5950-600	Rental Clubs	(\$1,050.00)	\$0.00	\$500.00	(\$500.00)	(\$1,550.00)
	52310-5950-600	Retail	(\$25,827.40)	\$0.00	\$7,531.22	(\$7,531.22)	(\$33,358.62)
	53050-5950-220	Range Pass Revenue	(\$15,693.30)	\$0.00	\$3,914.16	(\$3,914.16)	(\$19,607.46)
	56120-5950-100	City Surcharge R & R	(\$17,466.14)	\$0.00	\$4,637.02	(\$4,637.02)	(\$22,103.16)
	60000-5950-600	COGS - Merchandise - Accessories	\$15,108.30	\$9,945.28	\$4,840.03	\$5,105.25	\$20,213.55
	70000-5950-100	Gross Payroll - Salaried	\$44,338.81	\$14,051.89	\$4,976.71	\$9,075.18	\$53,413.99
	70000-5950-600	Gross Payroll - Salaried	\$0.00	\$8.00	\$8.00	\$0.00	\$0.00
	70000-5950-900	Gross Payroll - Salaried	\$40,834.15	\$15,803.80	\$7,819.71	\$7,984.09	\$48,818.24
	70000-5950-950	Gross Payroll - Salaried	\$16,632.27	\$5,532.09	\$1,714.96	\$3,817.13	\$20,449.40
	70010-5950-100	Gross Payroll - Hourly	\$75,785.63	\$25,238.51	\$7,938.11	\$17,300.40	\$93,086.03
	70010-5950-200	Gross Payroll - Hourly	\$31,992.73	\$11,384.22	\$4,093.54	\$7,290.68	\$39,283.41
	70010-5950-600	Gross Payroll - Hourly	\$16,705.77	\$5,248.73	\$1,777.33	\$3,471.40	\$20,177.17
	71000-5950-100	Payroll Tax - FICA	\$8,490.91	\$2,804.78	\$911.14	\$1,893.64	\$10,384.55
	71000-5950-200	Payroll Tax - FICA	\$2,524.55	\$904.06	\$322.41	\$581.65	\$3,106.20
	71000-5950-600	Payroll Tax - FICA	\$1,308.90	\$419.92	\$144.54	\$275.38	\$1,584.28
	71000-5950-900	Payroll Tax - FICA	\$3,434.81	\$1,091.24	\$409.17	\$682.07	\$4,116.88
	71000-5950-950	Payroll Tax - FICA	\$1,212.09	\$460.48	\$159.24	\$301.24	\$1,513.33
	71010-5950-100	Payroll Tax - UC	\$1,141.67	\$251.75	\$0.00	\$251.75	\$1,393.42
	71010-5950-200	Payroll Tax - UC	\$457.75	\$105.87	\$0.00	\$105.87	\$563.62
	71010-5950-600	Payroll Tax - UC	\$177.68	\$49.12	\$0.00	\$49.12	\$226.80

TRIAL BALANCE SUMMARY FOR 2016

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	71010-5950-900	Payroll Tax - UC	\$237.18	\$0.00	\$0.00	\$0.00	\$237.18
	71010-5950-950	Payroll Tax - UC	\$94.30	\$20.62	\$0.00	\$20.62	\$114.92
	71020-5950-100	Payroll Tax - WC	\$2,142.17	\$399.79	\$0.00	\$399.79	\$2,541.96
	71020-5950-200	Payroll Tax - WC	\$599.30	\$114.28	\$0.00	\$114.28	\$713.58
	71020-5950-600	Payroll Tax - WC	\$301.22	\$53.13	\$0.00	\$53.13	\$354.35
	71020-5950-900	Payroll Tax - WC	\$947.44	\$159.54	\$0.00	\$159.54	\$1,106.98
	71020-5950-950	Payroll Tax - WC	\$294.62	\$61.14	\$0.00	\$61.14	\$355.76
	71030-5950-100	Benefits	\$17,945.62	\$6,023.55	\$2,103.40	\$3,920.15	\$21,865.77
	71030-5950-200	Benefits	\$33.55	\$52.83	\$43.91	\$8.92	\$42.47
	71030-5950-900	Benefits	\$8,611.04	\$3,202.56	\$1,446.64	\$1,755.92	\$10,366.96
	71030-5950-950	Benefits	\$2,101.69	\$616.68	\$193.60	\$423.08	\$2,524.77
	80110-5950-200	Cart Supplies	\$1,129.01	\$110.19	\$0.00	\$110.19	\$1,239.20
	80170-5950-100	Course Accessories	\$3,205.03	\$143.88	\$0.00	\$143.88	\$3,348.91
	80230-5950-100	Fertilizer	\$15,630.07	\$4,419.95	\$0.00	\$4,419.95	\$20,050.02
	80270-5950-100	Fuel	\$4,124.24	\$1,342.06	\$0.00	\$1,342.06	\$5,466.30
	80280-5950-100	Fungicides	\$2,727.36	\$880.03	\$0.00	\$880.03	\$3,607.39
	80320-5950-100	Herbicides	\$8,318.37	\$2,062.75	\$0.00	\$2,062.75	\$10,381.12
	80370-5950-100	Insecticides	\$6,838.27	\$6,199.36	\$0.00	\$6,199.36	\$13,037.63
	80380-5950-900	Janitorial Supplies	\$1,245.88	\$412.76	\$0.00	\$412.76	\$1,658.64
	80420-5950-900	Laundry/Uniforms	\$208.79	\$0.00	\$0.00	\$0.00	\$208.79
	80520-5950-600	Office Supplies	\$579.33	\$211.75	\$0.00	\$211.75	\$791.08
	80520-5950-900	Office Supplies	\$1,023.22	\$183.98	\$0.00	\$183.98	\$1,207.20
	80610-5950-220	Range Balls	\$1,455.00	\$0.00	\$0.00	\$0.00	\$1,455.00
	80620-5950-220	Range Equipment	\$455.20	\$433.44	\$0.00	\$433.44	\$888.64
	80690-5950-100	Sand/Topdress	\$4,205.62	\$0.00	\$0.00	\$0.00	\$4,205.62
	80710-5950-100	Seeds/Trees	\$4,400.00	\$0.00	\$0.00	\$0.00	\$4,400.00
	80730-5950-100	Small Tools	\$610.68	\$0.00	\$0.00	\$0.00	\$610.68
	80780-5950-600	Supplies	\$877.50	\$0.00	\$0.00	\$0.00	\$877.50
	80810-5950-600	Tournament Expense	(\$424.97)	\$3,338.81	\$3,406.51	(\$67.70)	(\$492.67)
	81010-5950-900	Alarm System	\$1,876.25	\$321.25	\$0.00	\$321.25	\$2,197.50
	81090-5950-200	Cart Repairs	\$33.11	\$0.00	\$0.00	\$0.00	\$33.11
	81130-5950-900	Computer Service	\$1,268.88	\$151.46	\$0.00	\$151.46	\$1,420.34
	81200-5950-900	Guest Relations	\$31.94	\$0.00	\$0.00	\$0.00	\$31.94
	81220-5950-600	Handicap Expense	\$299.50	\$3,874.00	\$0.00	\$3,874.00	\$4,173.50
	81250-5950-100	Irrigation	\$1,023.40	\$632.35	\$0.00	\$632.35	\$1,655.75
	81350-5950-100	Repair & Maint - Equipment	\$8,697.44	\$2,560.03	\$0.00	\$2,560.03	\$11,257.47
	81350-5950-900	Repair & Maint - Equipment	\$1,977.94	\$0.00	\$0.00	\$0.00	\$1,977.94
	81360-5950-100	Repair & Maint - Building	\$0.00	\$10.42	\$0.00	\$10.42	\$10.42
	81360-5950-900	Repair & Maint - Building	\$2,333.35	\$0.00	\$0.00	\$0.00	\$2,333.35
	82000-5950-200	Cart Lease	\$26,778.35	\$5,355.67	\$0.00	\$5,355.67	\$32,134.02
	82020-5950-100	Equipment Lease	\$24,431.25	\$4,886.25	\$0.00	\$4,886.25	\$29,317.50
	82060-5950-900	Off-Site Storage	\$840.00	\$168.00	\$0.00	\$168.00	\$1,008.00
	83000-5950-100	Utlities - Electric	\$1,104.67	\$189.69	\$0.00	\$189.69	\$1,294.36
	83000-5950-200	Utlities - Electric	\$4,048.23	\$955.57	\$0.00	\$955.57	\$5,003.80
	83020-5950-100	Utlities - Other	\$8,406.90	\$2,292.62	\$0.00	\$2,292.62	\$10,699.52
	83020-5950-900	Utlities - Other	\$11,942.63	\$2,047.83	\$0.00	\$2,047.83	\$13,990.46
	83030-5950-100	Utlities - Telephone/Fax	\$496.64	\$102.58	\$0.00	\$102.58	\$599.22
	83030-5950-900	Utlities - Telephone/Fax	\$797.44	\$146.82	\$0.00	\$146.82	\$944.26
	83050-5950-100	Utlities - Water	\$1,234.60	\$267.41	\$0.00	\$267.41	\$1,502.01
	84030-5950-950	Adv/Promo - Local/Regional Print	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$5,434.37	\$1,584.20	\$0.00	\$1,584.20	\$7,018.57
	85020-5950-900	Bank Charges	\$2,607.84	\$516.09	\$0.00	\$516.09	\$3,123.93
	85050-5950-900	Cash Short/(Over)	\$158.67	\$66.99	\$509.84	(\$442.85)	(\$284.18)
	85060-5950-900	Cell Phone	\$950.00	\$125.00	\$0.00	\$125.00	\$1,075.00
	85070-5950-900	City Surcharge R & R	\$17,466.14	\$4,637.02	\$0.00	\$4,637.02	\$22,103.16
	85110-5950-900	Copier/Photocopies	\$17.72	\$0.00	\$0.00	\$0.00	\$17.72
	85120-5950-900	Credit Card Discounts	\$11,552.90	\$2,573.80	\$0.00	\$2,573.80	\$14,126.70
	85140-5950-900	Donations	(\$266.95)	\$0.00	\$0.00	\$0.00	(\$266.95)
	85150-5950-900	Dues & Subscriptions	\$220.00	\$0.00	\$0.00	\$0.00	\$220.00
	85160-5950-100	Education & Training	\$425.00	\$0.00	\$50.00	(\$50.00)	\$375.00
	85160-5950-900	Education & Training	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
	85190-5950-900	Employee Relations	\$1,291.07	\$79.88	\$0.00	\$79.88	\$1,370.95
	85200-5950-100	Employee Testing	\$233.70	\$88.70	\$0.00	\$88.70	\$322.40

TRIAL BALANCE SUMMARY FOR 2016
The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	85280-5950-900	Insurance Expense	\$19,291.95	\$3,858.39	\$0.00	\$3,858.39	\$23,150.34
	85320-5950-900	Member Relations	\$37.50	\$27.00	\$0.00	\$27.00	\$64.50
	85330-5950-900	Messenger Service - Fedex	\$104.18	\$63.56	\$0.00	\$63.56	\$167.74
	85340-5950-900	Miscellaneous	(\$35.64)	\$0.00	\$0.00	\$0.00	(\$35.64)
	85340-5950-950	Miscellaneous	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00
	85390-5950-900	O/S - Accounting	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
	85430-5950-900	O/S - Other	\$350.00	\$0.00	\$0.00	\$0.00	\$350.00
	85480-5950-900	Payroll Processing Fee	\$5,791.23	\$1,407.36	\$959.30	\$448.06	\$6,239.29
	85490-5950-900	Postage/Shipping	\$225.06	\$9.37	\$0.00	\$9.37	\$234.43
	85610-5950-100	Tax/Licenses/Fees	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
	85610-5950-900	Tax/Licenses/Fees	(\$150.00)	\$0.00	\$30.00	(\$30.00)	(\$180.00)
	85710-5950-900	Travel - Meals	\$1,358.07	\$75.26	\$0.00	\$75.26	\$1,433.33
	85720-5950-900	Travel - Other	\$4,364.42	\$958.45	\$0.00	\$958.45	\$5,322.87
	85720-5950-950	Travel - Other	\$112.32	\$0.00	\$0.00	\$0.00	\$112.32
	90000-5950-900	Management Fee	\$28,564.25	\$5,712.85	\$0.00	\$5,712.85	\$34,277.10
	98020-5950-900	Deprec - Mach & Equip	\$184.35	\$36.87	\$0.00	\$36.87	\$221.22
	98040-5950-900	Deprec - Buildings	\$581.70	\$116.74	\$0.00	\$116.74	\$698.44
	RCMWD-5950-100	Rounds - Complimentary - Weekday	10,778.00	122.00	0.00	122.00	10,900.00
	REMWD-5950-100	Rounds - Employee - Weekday	17,054.00	136.00	0.00	136.00	17,190.00
	RMBWD-5950-100	Rounds - Member - Weekday	60,614.00	796.00	0.00	796.00	61,410.00
	RPKWD-5950-100	Rounds - Peak - Weekday	318,236.00	4,554.00	0.00	4,554.00	322,790.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
	Grand Totals:	142	\$0.00	\$708,170.39	\$708,170.39	\$0.00	\$0.00



April 20th, 2017

Robin Fenwick
City of Port Orange
100 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for March 2017 at Cypress Head Golf Club.

FINANCIAL SUMMARY FOR MONTH ENDING March 2017								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 83,306	\$ 84,093	\$ (787)		\$ 395,218	\$ 365,588	\$ 339,650	\$ 29,630
Cart Fees	\$ 61,028	\$ 56,483	\$ 4,545		\$ 275,967	\$ 270,870	\$ 237,710	\$ 5,097
Range	\$ 3,914	\$ 3,799	\$ 115		\$ 19,607	\$ 17,581	\$ 17,394	\$ 2,026
Pro- Shop Revenues	\$ 11,956	\$ 10,479	\$ 1,477		\$ 42,223	\$ 37,783	\$ 36,726	\$ 4,440
City Surcharge R/R	\$ 4,637	\$ 5,068	\$ (431)		\$ 22,103	\$ 22,406	\$ 19,277	\$ (303)
Total Revenue	\$ 164,841	\$ 159,922	\$ 4,919		\$ 755,118	\$ 714,228	\$ 650,757	\$ 40,890
Cost of Sales	\$ 5,105	\$ 4,378	\$ 727	67%	\$ 20,214	\$ 20,536	\$ 20,827	\$ (322)
Merchandise	\$ 5,105	\$ 4,378	\$ 727		\$ 20,214	\$ 20,536	\$ 20,827	\$ (322)
Gross Margin	\$ 159,736	\$ 155,544	\$ 4,192		\$ 734,904	\$ 693,692	\$ 629,930	\$ 41,212
Total Payroll	\$ 59,996	\$ 57,714	\$ 2,282		\$ 338,342	\$ 340,718	\$ 327,873	\$ (2,376)
Total Operating Expenses	\$ 54,816	\$ 45,953	\$ 8,863		\$ 294,637	\$ 286,581	\$ 263,171	\$ 8,056
Net Operating Income	\$ 39,058	\$ 45,669	\$ (6,611)		\$ 66,729	\$ 29,145	\$ 739	\$ 37,584
Other Expenses	\$ 5,867	\$ 6,208	\$ (341)		\$ 35,197	\$ 37,248	\$ 38,220	\$ (2,051)
Management Fee	\$ 5,713	\$ 5,827	\$ (114)		\$ 34,277	\$ 34,962	\$ 35,934	\$ (685)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 154	\$ 381	\$ 545		\$ 920	\$ 2,286	\$ 2,286	\$ (1,366)
Net Cash From Ops	\$ 33,191	\$ 39,461	\$ (6,270)		\$ 31,532	\$ (8,103)	\$ (37,481)	\$ 39,635
Rounds								
Total Rounds	5,608	5,668	(60)		26,739	23,948	23,457	2,791
Avg. Green Fee/Cart Fee	\$25.74	\$24.80	\$ 0.94		\$25.10	\$26.58	\$24.61	\$ (1.48)
Avg. Merchandise/round	\$2.13	\$1.85	\$ 0.28		\$1.58	\$1.58	\$1.57	\$ 0.00

Overview:

- Overall revenues for March finished at \$164,842 versus a budgeted amount of \$159,922 for a positive gain of \$4,919. The range revenue was positive for \$115 relative to the budgeted amount for the month. The pro shop and merchandise sales also exceeded budget by \$1,477 as well.
- Total payroll for the month was over the budgeted amount projected by \$2,282. Extra hours were added in order to prepare the golf course for the Club Championship. We continue to be very conscientious regarding labor hours without affecting customer service.
- Our operating expenses were over budget by \$8,863 mainly due to added cost of insecticides required to combat an extensive mole cricket infestation. We have also had extra expenses in utility costs for watering the greens and tee boxes due to the abnormally low rainfall and drought conditions.
- The month of March is the sixth month in our fiscal year with the revenues being ahead of budget by \$40,890 mainly due to a warm weather pattern combined with outstanding course conditions. Total payroll YTD is under budget by \$2,376 with total expenses being over budget by \$8,056 again due to the expenses required to control mole crickets and watering.

R&R Projects:

- There were no projects for the month of March.

Tee Sheet Activity:

- There were 5608 total rounds for the month which included 4,554 paid rounds, 796 Annual with Cypress Pass member rounds and 258 other rounds. The round type for the month included 4367 eighteen hole rounds and 1132 nine hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website to increase the number of potential players.

March 2017 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	4554	4922	4376	20649	17845
Annual	796	496	980	4706	4504
Other rounds	258	270	241	1384	1108
Total Rounds	5608	5688	5597	26739	23457

Departmental Summaries:**Course & Grounds/Range**

- Jason Chennault, our head superintendent has shared the following in regards to our agronomic schedule:
- The maintenance department has been busy keeping up with mowing the rough consistently each week as some of the winter grasses that popped up needed more mowing. Additionally, to control some of those unwanted varieties we've been spraying pre and post emerge herbicides to help clean up the course.

- We did have a mole cricket application that slit injected the product into the fairways, tee tops and immediate green surrounds. This activity was done by a "certified applicator" with their equipment and technology. Controlling the mole crickets has other benefits such as keeping weeds down thus lowering post-emerge herbicide costs.
- The maintenance team has been doing some consistent edging of cart paths, tee sign beds and bunkers to keep up the detail which helps keep the course looking sharp for all golfers. The team has done some minor palmetto and scrub brush trimming along a couple of holes which the golfers are happy about since that will allow them to be able to find their wayward shots a bit easier.

Golf Shop/Carts

- New merchandise continues to arrive and is regularly updated to enhance the professional nature of the golf shop and help promote merchandise sales. Vendors include Footjoy, Titleist, Callaway, Bridgestone, Page & Tuttle, Bermuda Sands, Ahead headwear and St Andrews products. There was \$1,096.00 in gift card sales purchased for the month as well as over \$7,531.00 in pro-shop sales.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage as well as proper watering of all batteries to protect all warranties associated with the fleet. In addition to the monthly process our carts are inspected daily for any damage which may have occurred during normal play. We continue to be committed to providing quality carts for the enjoyment of all our players.
- The staff at Cypress Head Golf Course continues to offer lesson packages for beginners as well as advanced players. We have signed on to the PGA Junior League initiative. This is a nationally run program to introduce Boys & Girls ages 7-13 to a fun but competitive team format.
- The MGA and WGA leagues continue to play on a weekly basis and continue to be well attended. We also host a weekly Homeowner's nine & dine event where the players enjoy nine holes of golf followed by dinner at the Tavern.
- Beginning with daylight savings we have welcomed our summer leagues back to Cypress Head.

Marketing and Sales:

- Ms. Reggie Hunter, our Director of Sales & Marketing, is focusing on booking tournament events for the summer and fall of 2017.
- We are continuing our involvement with Daytona CVB, Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- We continue to maintain our database of emails with over 10,200 unique e-mail addresses. The golf staff continues to register player profiles including residency, phone numbers and proper classifications of all players. This process will allow us an opportunity to offer promotions to our database to experience all that Cypress Head has to offer. We have also increased our social media presence with Facebook, Instagram and twitter to reach all demographics of golfers.
- Ms. Hunter continues to cultivate her relationships in the community by her continued involvement in the POSD Chamber, POSD Ambassadors program, Daytona Beach Chamber, SEV Chamber and the POSD Rotary club.
- During the month of March we hosted a WGA Member-Guest event which was an opportunity to showcase Cypress Head golf club to other clubs in Volusia County, and the Spruce Creek Academy of Finance.
- We continue to increase our visibility on various social media platforms such as Facebook, twitter and Instagram.
- March saw the return of the Annual Club Championship. This is a two day stroke play competitive tournament which was well attended. The Men's Club Champion was Mr. Tyler Green, the Ladies Club Champion was Ms. Lauri Roy and the Men's Senior Club Champion was Mr. Jim Hammons. Each was awarded a private parking space as well as trophies and gift cards. We would like to congratulate all the winners.

Mindshare Reviews and Comments:

Report run: 4/19/2017 1:36 PM MDT
Data current as of: 4/19/2017 1:35 PM MDT

REPORT CRITERIA
Date of Survey: 3/1/17 - 3/31/17
Select level: Cypress Head

Number of Surveys: 61

#	Zip Code	Date Golled	Date of Survey	Tee Time	Overall Rating	Service Rating	Course Rating	Food Rating	Recommend Rating	NPS	Overall Rating w/o FAB	Comments	
Totals					8.9	9.4	8.3	9.0	9.0	65.6	8.9		
Cypress Head					8.9	9.4	8.3	9.0	9.0	65.6	8.9		
Golf					8.9	9.4	8.3	9.0	9.0	65.6	8.9		

- There were over 400 questionnaires mailed out to players during the month with an overall rating for the golf course receiving an 8.9. We also received a recommended rating of 9.0 and our service rating is at 9.4.
- We continue to assist all players by helping them to enjoy their experience here at Cypress Head. There were some reviews that had constructive ideas to help us improve in some areas which we will evaluate as a team. The comments returned by the players in this avenue are useful tools in helping our maintenance and golf staff team improve. We also review all negative comments and they are discussed by our team and if required we will contact the individual to help us better understand their concerns. Players also have access to a suggestion box which is located at the clubhouse near the Men's and Ladies bulletin boards.



Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- Due to favorable weather and course conditions, we continue to meet round projection along with positive feedback from many players.
- We will be offering promotions for Spring & Easter sales to help increase traffic and purchases in our golf shop.
- There is a small tine aerification scheduled for the end of April which is necessary to maintain the health and conditioning of the greens.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/02/2017

Consent item: No

SUBJECT: (G16) Second Reading - Ordinance No. 2017-4 – Benton House Assisted Living and Memory Care Facility Small-Scale Comprehensive Plan Amendment, Case No. 16-20000003

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-4, to change the Future Land Use (FLU) designation for ± 4.88 acres from Rural Transition (0-2 units/acre) to Office/Residential Transition.

SUMMARY: PLANNING COMMISSION ACTION: February 23, 2017, recommended approval

The subject property is ± 4.88 -acres. The proposed amendment is to change the Future Land Use (FLU) designation from Rural Transition (0-2 units/acre) to Office/Residential Transition. The subject property is located at 812 Airport Road, on the west side of Airport Road, south of Whispering Woods Condominiums, and across from Creekside Middle School and Water's Edge subdivision.

If the proposed FLU Amendment is approved, the applicant intends to rezone the property from R-20SF (single-family residential) to Planned Unit Development (PUD) and establish a Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to develop an 88-bed Assisted Living Facility (ALF) and Memory Care Facility. The proposed development of an ALF and Memory Care Facility is consistent with the proposed Office/Residential Transition Future Land Use designation which allows for the development of office and institutional uses. Public facilities including roads, sewer, water, drainage, parks, and schools have been analyzed and have adequate capacity to accommodate the proposed amendment.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-4	Ord. No. 2017-4.pdf
2.	Staff Report	Staff Report_Benton House ALF_FLUA.pdf

Robin Fenwick

Created/Initiated - 04/17/2017

ORDINANCE NO. 2017-4

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING THE FUTURE
LAND USE MAP OF THE COMPREHENSIVE PLAN;
AMENDING THE FUTURE LAND USE DESIGNATION
FROM RURAL TRANSITION (0-2 UNITS/ACRE) TO
OFFICE/RESIDENTIAL TRANSITION (+4.88 ACRES);
PROVIDING FOR CONFLICTING ORDINANCES,
SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. For purposes herein, the term "Comprehensive Plan", shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled "Comprehensive Plan City of Port Orange 2010-2025", including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30,

2011-24, 2011-34, 2012-8, 2012-24, 2012,30, 2013-20, 2013-25, 2014-31, 2014-32, 2015-42, 2015-44, 2016-6, 2016-20, 2016-24 and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Rural Transition to Office/Residential Transition for the parcel of land as described in **Exhibit "A"** and as shown on the Map depicted in **Exhibit "B"**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

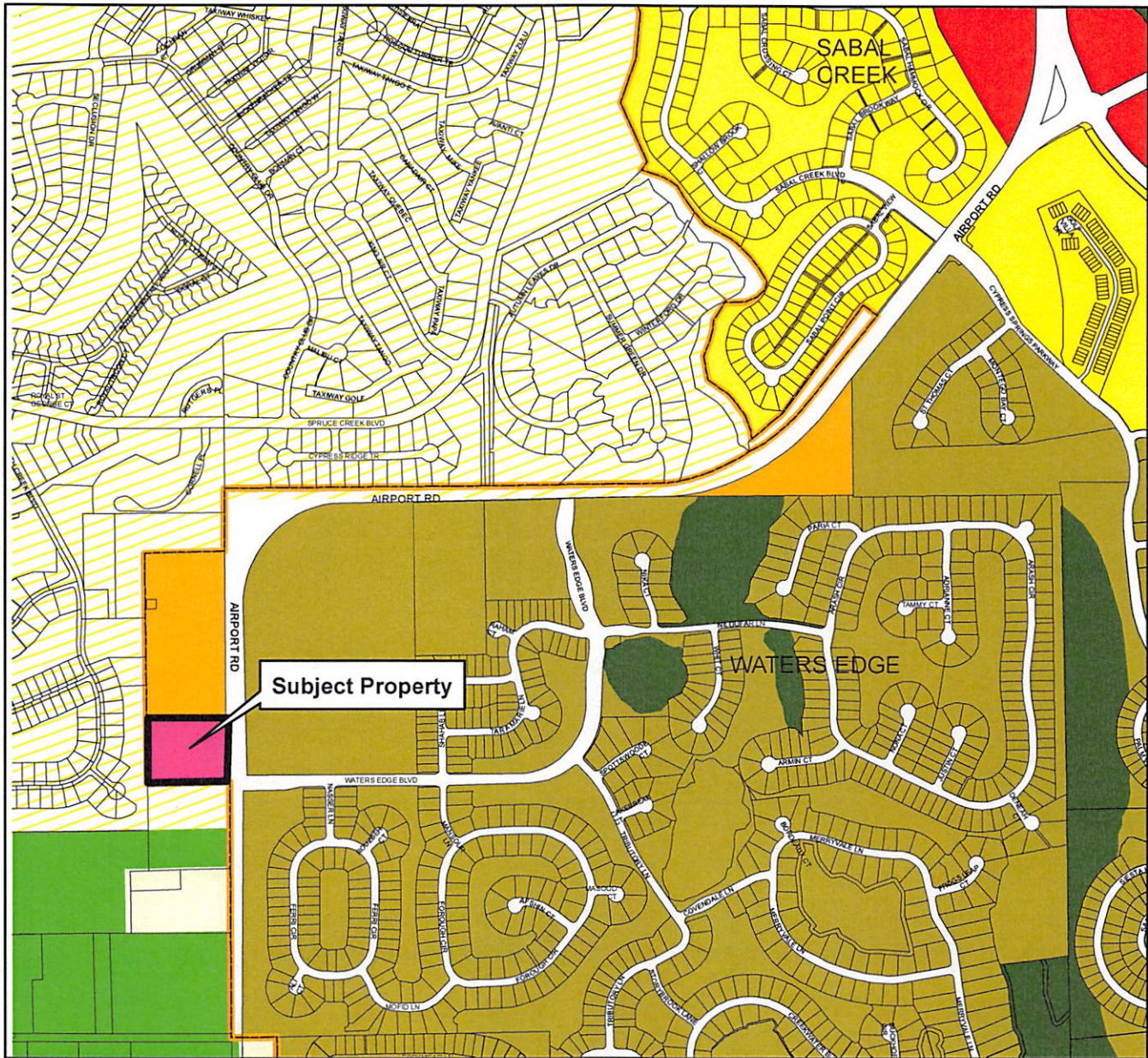
EXHIBIT A
LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST RUN THENCE SOUTH 89 DEGREES 19 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 25.00 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF AIRPORT ROAD AS NOW IN USE; THENCE NORTH 00 DEGREES 55 MINUTES 39 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION 36, FOR A DISTANCE OF 303.19 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 54 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 524.43 FEET TO THE EAST LINE OF RESERVE AT SPRUCE CREEK UNIT III-D, SECTION 3, AS RECORDED IN MAP BOOK 47 PAGE 70, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 57 MINUTES 26 SECONDS WEST ALONG THE SAID EAST LINE OF RESERVE AT SPRUCE CREEK UNIT III-D, SECTION 3, FOR A DISTANCE OF 405.30 FEET TO THE SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 4892, PAGES 3924-3998; THENCE NORTH 88 DEGREES 54 MINUTES 26 SECONDS EAST ALONG SAID SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM FOR A DISTANCE OF 524.67 FEET TO THE WEST LINE OF AFORESAID AIRPORT ROAD; THENCE SOUTH 00 DEGREES 55 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE OF AIRPORT ROAD FOR A DISTANCE OF 405.29 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 4.881± ACRES MORE OR LESS

EXHIBIT B



- | | |
|---|---|
|  Conservation |  Commercial |
|  Rural Transition (0-2 Units/Acre) |  VC Agriculture Resource |
|  Suburban Residential (2-4 Units/Acre) |  VC Rural |
|  Urban Medium Density Residential (4-8 Units/Acre) |  VC Urban Low Density |
|  Office/Residential Transition (Up to 10 Units/Acre) | |



Future Land Use

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT

Small-Scale Comprehensive Plan Future Land Use
Amendment/Benton House
CASE NO. 16-20000003

REQUEST:	Change the Comprehensive Plan Future Land Use (FLU) designation for ± 4.88 acres from <i>Rural Transition (0-2 units/acre)</i> to <i>Office/Residential Transition</i> .
LOCATION:	812 Airport Road (Figure 1 - Location Map)
APPLICANT:	Roger W. Strcula, PE, Upham, Inc.
PROPERTY OWNERS:	Bipin and Kala Rama
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval
CITY COUNCIL DATE:	March 23, 2017

INTRODUCTION

The subject property is ± 4.88 -acres. The proposed amendment is to change the Future Land Use (FLU) designation from *Rural Transition (0-2 units/acre)* to *Office/Residential Transition*. The subject property is located at 812 Airport Road, on the west side of Airport Road, south of Whispering Woods Condominiums, and across from Creekside Middle School and Water's Edge subdivision.



If the proposed FLU Amendment is approved, the applicant intends to rezone the property from R-20SF (single-family residential) to Planned Unit Development (PUD) and establish a Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to develop an 88-bed Assisted Living Facility (ALF) and Memory Care Facility. The proposed development of an ALF and Memory Care Facility is consistent with the proposed *Office/Residential Transition* Future Land Use designation which allows for the development of office and institutional uses.

DISCUSSION

The following discussion will examine the proposed amendment, the impacts of the proposed amendment, and the existing environmental conditions.

PROPERTY OVERVIEW

The subject property is currently undeveloped except for a small storage shed on the east side of the property. The surrounding land use, Future Land Use, and Zoning are identified in Table 1. The current adopted and proposed FLU designation for the subject property and the current FLU designation of the adjacent properties is identified on Exhibit A. The current and proposed zoning classification of the subject property and adjacent properties is identified on Exhibit B.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Whispering Woods Condominiums	Urban Medium Density Residential (4-8 units/acre)	PUD
South	Single-family	Volusia County Urban Low Intensity	Volusia County A-1
East (across Airport Rd.)	Creekside Middle School and Water's Edge Subdivision	Rural Transition (0-2 units/acre)	GPU PUD
West	Spruce Creek Fly-In Subdivision	Volusia County Urban Low Intensity	Volusia County PUD

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±4.88 acres from *Rural Transition (0-2 units/acre)* to *Office/Residential Transition*. The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and maximum allowable intensity (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Rural Transition (0-2 units/acre)	4.88	0	- 4.88
Office/Residential Transition	0	4.88	+4.88
TOTAL ACREAGE	4.88	4.88	0

The *Office/Residential Transition* (ORT) designation is intended to provide a buffer between low-density residential areas and high density or commercial uses. It will accommodate a mix of uses, such as offices uses, retail sales, personal services, multi-family developments, adult care/retirement facilities and institutional uses. The Floor Area Ratio (FAR) for this designation is 1.5. The FAR is defined as the total covered area on all floors of all buildings on a certain lot divided by the total area of the lot.

According to the Comprehensive Plan, the Office/Residential Transition designation allows the following development options:

1. 100% of the subject property to be developed with office, institutional, or adult care/retirement facilities uses.
2. 75% of the subject property to be developed with office, institutional uses, or adult care/retirement facilities and the remaining 25% of the subject property to be developed with commercial uses; or
3. 75% of the subject property to be developed with office, institutional uses, or adult care/retirement facilities and the remaining 25% of the subject property to be developed with residential uses at a density up to 10.0 units/acre.

Although the proposed development is referred to as an ALF and Memory Care Facility, it actually functions as a nursing home because of the communal dining facility; therefore it cannot be developed under a multi-family FLU, and the ORT designation is the lowest intensity and most appropriate FLU designation for the proposed development.

According to State law, all allowable development options are to be included in the analyses for the proposed FLU Amendment. Tables 3 and 4 provide an analysis based on 100% of the subject property to be developed with office, institutional, or adult care/retirement facilities uses along with the proposed development (88-bed ALF and Memory Care Facility) in the PUD rezoning application being processed concurrently with this FLU amendment. Exhibit E provides an analysis of the three development options for the Office/Residential Transition designation as required by State law.

Table 3. Current & Proposed Future Land Uses – Maximum Density/Intensity by Category

	Current FLU	Proposed FLU	Net Change in FLU	Proposed Development (Actual)	Net Change (Based on Actual Sq.Ft.)
	[Theoretical Max DU/sq.ft.]				
Rural Transition (0-2 units/acre)	9 DU	0	-9 DU	0	-9 DU
Office/Residential Transition (FAR 1.5**)	0	318,599 sq.ft. (100%)	+318,599 sq.ft.	+58,800 sq.ft.	+58,800 sq.ft.
TOTAL	9 DU	318,599 sq.ft. (100%)	-9 DU +318,599 sq.ft.	+58,800 sq.ft.	-9 DU +58,800 sq.ft.

Notes: *No residential dwelling units (DU) are proposed. A rezoning application is being proposed concurrently with the proposed FLU application for an 88-bed Assisted Living and Memory Care Facility; however, State law requires an analysis of all theoretical maximum impacts allowed by the proposed FLU.

**Floor Area Ratio (FAR) is the total covered area on all floors of all buildings on a certain lot divided by the total area of the lot.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designation versus the proposed designation. The following seven public facilities and services were examined (Table 4):

- | | |
|-------------------|------------------------|
| 1. Transportation | 5. Stormwater Drainage |
| 2. Sanitary Sewer | 6. Recreation |
| 3. Potable Water | 7. Schools |
| 4. Solid Waste | |

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current Future Land Use (Theoretical Max.)	Proposed Future Land Use (Theoretical Max.)	Net Change (Theoretical Max.)	Proposed Development (Actual)	Net Change (Actual)
Dwelling Units/Square-footage	9 DU	12 DU* (25%) 239,144 sq.ft. (75%) or 318,599 sq.ft. (100%)	+3 DU* +239,144 sq.ft. or +318,599 sq.ft.	+58,800 sq.ft. (88 bed ALF)	-9 DU +58,800 sq.ft.
P.M. Peak Hour Trips/Daily Trips ²	9/86	254 / 1,931 or 322 / 2,421	+245 / +1,845 or +322 / +2,421	19 / 241	+10 / +155
Sanitary Sewer (gallons/day) ³	1,440	25,834 or 31,860	+24,394 or +30,420	5,880	+4,440
Potable Water (gallons/day) ⁴	1,620	26,074 or 31,860	+24,454 or +30,240	5,880	+4,260
Solid Waste (lbs./day) ⁵	65	2,478 or 3,186	+2,413 or +3,121	588	+523
Recreation/Open Space ⁷	0.14	0.19 or n/a	+0.05 or -0.14	n/a	-0.14

Notes:

1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: ITE Trip Generation Manual, 9th Edition: 2.74 Daily Trips per bed; 0.22 P.M. Peak Hour Trips per bed; (used for theoretical max analysis: 7.6 Daily Trips per 1,000 sq.ft; 1.01 P.M. Peak Hour Trips per 1,000 sq.ft.), Nursing Home (620); 1.02 PM peak hour trip per unit and 9.52 daily trips per unit, Single-family (210)
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25 year, 24 hour event. Drainage system is required to be designed to meet the requirements of the Land Development Code during subdivision or site plan review.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person); n/a for non-residential development

The proposed amendment results in increased impacts to public infrastructure based on theoretical maximum impact analysis.

TRANSPORTATION

An increase in the number of daily trips and P.M. peak hour trips is likely as a result of the proposed FLU amendment. Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition, the proposed *Office/Residential Transition* FLU designation could generate an additional ±322 P.M. peak hour trips and an additional ±2,421 daily trips based on the theoretical maximum development analysis. However, based on the proposed development of a 58,800 sq.ft. (88-bed max) ALF and Memory Care Facility, the proposed use is anticipated to generate ±19 PM peak hours trips and ±241 daily trips.

According to the latest traffic counts for Airport Road, Pioneer Trail, Williamson Boulevard, and Taylor Road, there is sufficient roadway capacity for the traffic that could be generated by the proposed development of the subject property. The site plan for this property will be required to comply with the City's concurrency management requirements.

Table 1. Roadway Capacity

Roadway Segment:	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity	Volume to Capacity Ratio
Airport Road – Pioneer Trail to Williamson Blvd.	E	33,300	7,690	25,610	23.09%
Pioneer Trail - Airport-Turnbull Bay Rd.	E	13,640	3,730	9,910	27.35%
Williamson Blvd. – Spruce Creek Bridge to Airport Rd.	D	37,970	17,430	20,540	45.90%
Williamson Blvd – Taylor Rd. to Spruce Creek Bridge	E	37,970	20,550	17,420	54.12%
Taylor Road - Williamson Blvd. to I-95 (at Dunlawton Ave.)	E	47,560	40,210	7,350	84.55%

Source: Volusia County 2015 Traffic Counts (most current available data)

No deficiencies have been identified on the existing and future roadway network in this area in the short term (2020) or the long-term (2030). The Applicant has identified in the Benton House MDA and CDP the additional right-of-way to be dedicated to Volusia County for widening of Airport Road. The additional right-of-way will be dedicated to Volusia County at the time the property is developed. The widening of Airport Road is not listed on the County's 5-year Road Program or the 2040 River to Sea TPO's Long Range Transportation Plan; however, the County continues to plan for Airport Road to be 4-lanes in the future.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed land use change. The City's adopted level-of-service (LOS) standard for sanitary sewer is 1/10 gallon per square foot per day of non-residential development. Using this standard, the proposed FLU designation would generate a net increase of 30,420 gallons of waste water per day based on the theoretical maximum development analysis. However, the proposed development of a 58,800 sq.ft. (88-bed max) ALF and Memory Care Facility is anticipated to generate a net increase of 4,440 gallons of waste water per day.

POTABLE WATER

The City has available well and Consumptive Use Permit (CUP) capacity to serve the proposed land use change (Exhibit C). The City's adopted LOS standard for potable water is 1/10 gallon per square foot per day of non-residential development. Using this standard, the proposed FLU designation would demand a net increase of 30,240 gallons of potable water per day based on the theoretical maximum development analysis. However, the proposed development of a 58,800 sq.ft. (88-bed max) ALF and

Memory Care Facility is anticipated to demand a net increase of 4,260 gallons of potable water per day.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050. The City's adopted LOS standard for solid waste is 10 lbs. per 1,000 square feet of non-residential development per day. Using this standard, the proposed FLU designation would generate a net increase of 3,121 pounds per day of solid waste based on the theoretical maximum development analysis. However, the proposed development of a 58,800 sq.ft. (88-bed max) ALF and Memory Care Facility is anticipated to generate a net increase of 523 pounds per day of solid waste.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use change. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future development of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

There is no anticipated impact to the City's recreational facilities or parkland from the proposed FLU amendment. The development of this property with non-residential uses would not require additional parkland or recreation facilities. Nonetheless, according to the City's 2016 Concurrency Management Report, the City has an excess of 67 acres of parkland beyond the currently adopted level-of-service requirement.

SCHOOLS

The Volusia County School District determined that the proposed development of an ALF and Memory Care Facility is exempt from School Concurrency review (Exhibit D).

ENVIRONMENTAL CONDITIONS

According to the environmental analysis conducted by Ecological Consulting Solutions, Inc., the subject property is primarily unimproved pasture. A small area of forested habitat is present on the southwest corner of the property that consists of sweetgum, laurel oak and cabbage palm. A very small stand of sapling sweetgum trees is present on the southeast portion of the property. There are no wetlands or surface waters, or critical habitats within the subject property. No listed species were observed on the property. No previously recorded cultural resources have been found on the property either. Any subsequent development will be required to comply with all federal, state, regional and local regulations pertaining to the protection and preservation of valuable environmental resources.

REVIEW CRITERIA AND STAFF FINDINGS

1. *Consistency with the City's Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU category meets the locational criteria for the *Office/Residential Transition* FLU designation of being located adjacent to residential areas, to provide for an appropriate mix of uses and as a means to keep intensive commercial uses at major intersections. All public facilities have adequate capacity to accommodate the proposed amendment.

2. *Compatibility with land use designations for adjacent parcels and neighborhoods.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property is located on Airport Road and is adjacent to a multi-family condominium to the north, a middle school to the east, and single-family homes to the west, south and east (across Airport Road), (see Table 1 – page 2).

3. *Impacts on public facilities/infrastructure/services.*

Staff finding: The proposed amendment is anticipated to have no impact on recreation and public school facilities and increase impacts on roadways, potable water, sanitary sewer, and solid waste; however, capacity exists to serve the projected increases from the proposed development.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property does not lie within the Hurricane Vulnerability Zone. The proposed amendment will not negatively impact the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will not encourage sprawl. The amendment area is adjacent to existing development, with access to existing infrastructure.

PUBLIC NOTICE

In December 2016, staff posted the property notifying the public of the proposed amendment. The proposed amendment has also been advertised in the *New-Journal* pursuant to Florida Statutes.

STAFF RECOMMENDATION

Staff recommends **approval** of the request to change the FLU designation of ±4.88 acres from *Rural Transition (0-2 units/acre)* to *Office/Residential Transition*, and authorizing staff to send the amendment to the required review agencies.

ATTACHMENTS:

- Exhibit A – Current and Proposed Future Land Use
- Exhibit B – Current and Proposed Zoning
- Exhibit C – SJRWMD Potable Water Availability Worksheet
- Exhibit D – School District Review Letter
- Exhibit E – Complete Analysis of Current & Proposed Future Land Uses – Maximum Density/Intensity by Category

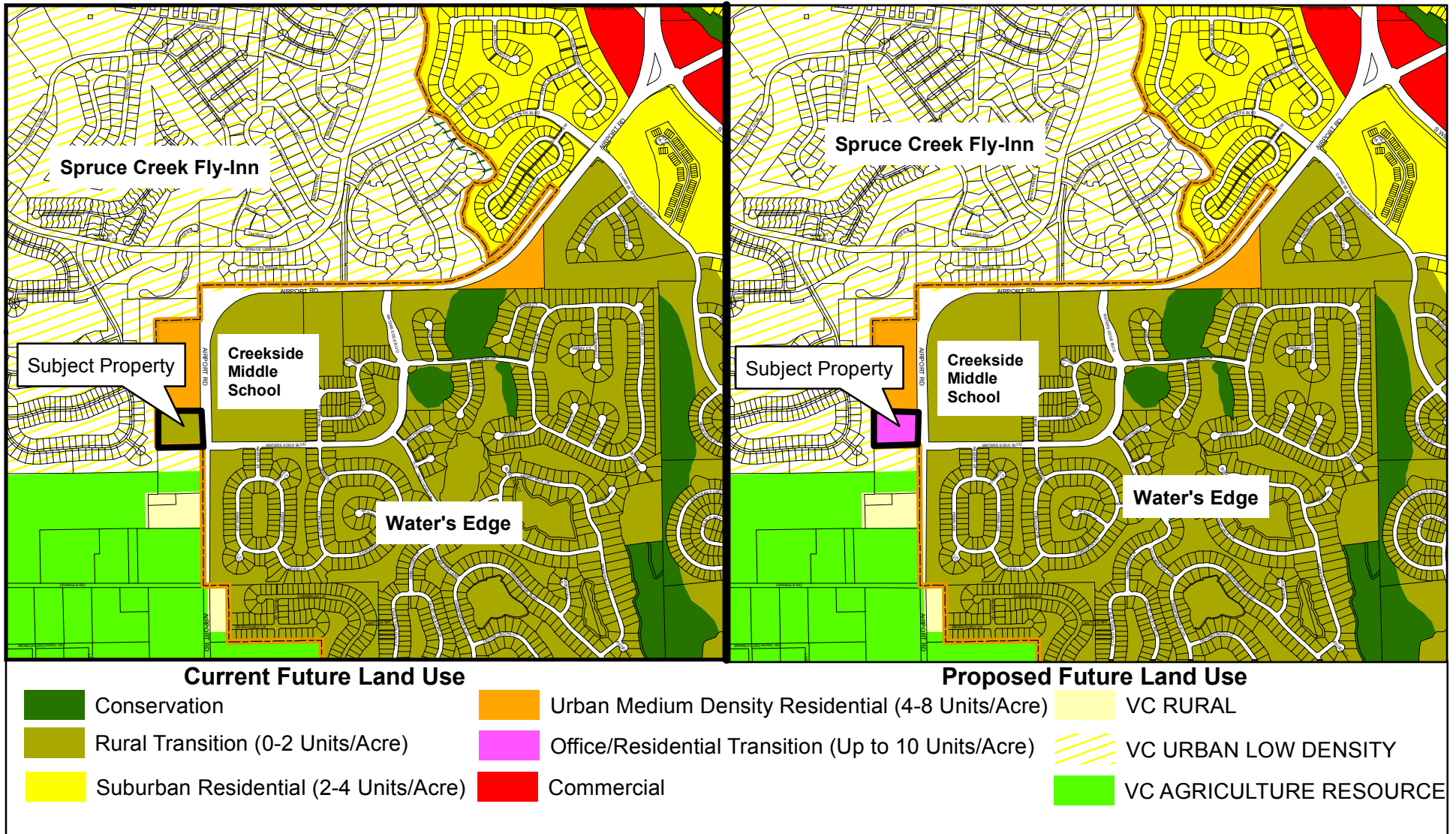


EXHIBIT A

CASE NO. 16-20000003 and 16-65000001

DEPARTMENT OF COMMUNITY DEVELOPMENT



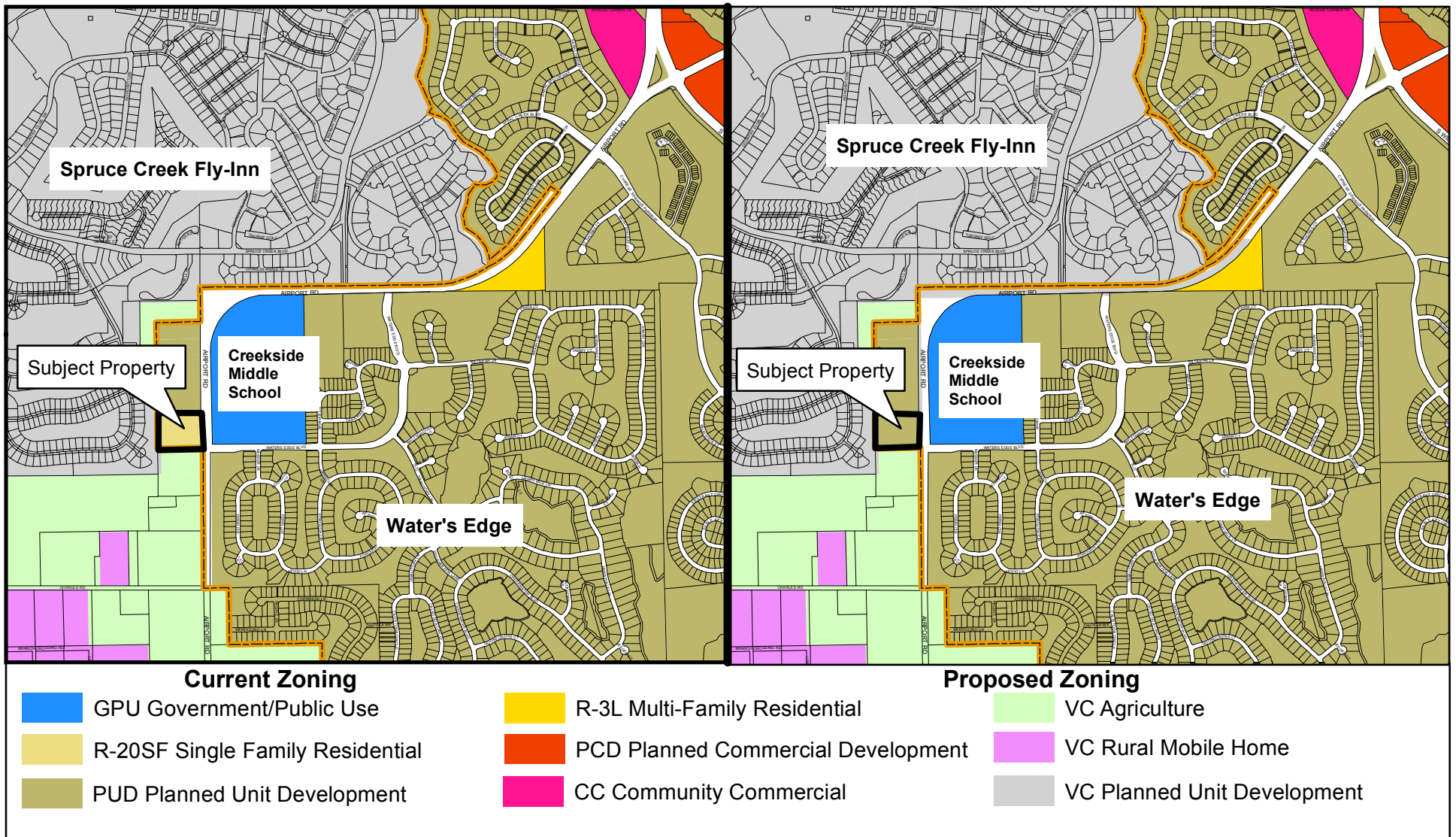


EXHIBIT B

CASE NO. 16-20000003 and 16-65000001

DEPARTMENT OF COMMUNITY DEVELOPMENT





St. Johns River Water Management District Potable Water Availability Worksheet

This worksheet is for use by local governments submitting comprehensive plan amendments to determine the availability of potable water resources to serve proposed development. Instructions and St. Johns River Water Management District (SJRWMD) staff contact information are attached.

1. General Information

Date: February 2017 Case No. 16-20000003 (Benton House ALF and Memory Care Facility)
 Contact name: Penelelope Cruz/ Kenny Ho, P.E. Phone: 386-506-5671 E-mail: pcruz@port-orange.org
 Local government: City of Port Orange
 Potable water supplier: City of Port Orange

2. Infrastructure Information

Water treatment plant permit number: 3641044 Permitting agency: FDEP
 Permitted capacity of the water treatment plant(s): 15 million gallons a day (mgd)
 Total design capacity of the water treatment plant(s): 15 mgd
 Are distribution lines available to serve the property? Yes ☒ No ☐
 If not, indicate how and when the lines will be provided: _____
 Are reuse distribution lines available to serve the property? Yes ☒ No ☐
 If not, indicate if, how and when the lines will be provided: _____

3. SJRWMD Consumptive Use Permit (CUP) Information

CUP number: 8595 Expiration date: 6/1/22
 Total CUP duration (years): 20
 CUP allocation in last year of permit: 8.97 MGD (annual average)
 Current status of CUP: In compliance ☒ Not in compliance ☐
 Allocations to other local governments: Ponce Inlet as a whole sale customer; Daytona Beach Shores & Volusia County are partially served as retail customers; No specific water usage amount has been recorded or agreed for these local governments
 Reserved capacity: 0.014 MGD (Based on a estimated 77 ELUs that are permitted but unbuilt at 180 GPD/ELU.) Total committed capacity built and unbuilt is 7.11 MGD - based on 39,523 ELUs at 180 GPD/ELU.

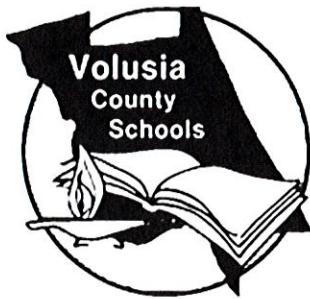
4. Consumptive Use Analysis

Designate mgd ☒ or mgy ☐

A. Current year CUP allocation:	<u>8.62</u>
B. Consumption in the previous calendar year:	<u>5.98</u>
C. Reserved capacity ☐ or growth projection ☒ (check the one used):	<u>0.18</u>
D. Projected consumption by proposed comprehensive plan amendment areas	<u>0.00</u>
E. Amount available for all other future uses (A - B - C - D = E):	<u>2.46</u>

If the amount in E is zero or a negative number, explain how potable water will be made available for future uses: Please note for "C" - the growth projection is based a historical growth rate of 0.15 MGD - 0.18 MGD calculated from monthly operating reports data (MORs, DEP form 17.1.122 (40)) of the City's Garnsey Water Plant.

This worksheet is available electronically at http://www.sjrwmd.com/programs/outreach/local_gov/



James T. Russell
Superintendent of Schools

FACILITIES SERVICES

3750 Olson Drive, Daytona Beach, Florida 32124
PHONE: 386/734-7190 FAX: 386/506-5056

Exhibit D

School Board of Volusia County

Mrs. Linda Costello, Chairman
Mrs. Ida White, Vice-Chairman
Mrs. Linda Cuthbert
Dr. John Hill
Mrs. Melody Johnson

01 February, 2017

Mr. Roger W. Strcula, PE
Upham, Inc.
265 Kenilworth Avenue
Ormond Beach, FL 32174

RE: Benton House ALF – City of Port Orange
School Concurrency Case #16-12-12-001-NI

Dear Mr. Roger Strcula:

District staff has reviewed the project information for a proposed Assisted Living and Memory Care facility on a 4.88+/- acre parcel located at 812 Airport Road in the City of Port Orange. The Comprehensive Plan amendment seeks to change the Land Use designation from Rural Transition to Office/Residential Transition (ORT) and rezone from R-20F to PUD. The PUD master development agreement provides for the creation of an assisted living facility and memory care unit of up to 88 units. The applicant has provided a copy of the building plan and resident agreement both of which support the fact that this will be a residential medical facility not a residential community. This type of facility will not require a school concurrency certificate as it does not impact the public school district.

This letter serves to provide the appropriate jurisdiction and the applicant with documentation that the project has been reviewed and evaluated by the school district and is considered a project of no impact for school concurrency purposes.

Should there be any additional questions or you require more information, please feel free to contact me at extension 50810.

Sincerely,

Eric A. Kozielski
Planning & GIS Specialist

CC: James Russell, Superintendent of Schools
Penelope Cruz, City of Port Orange
Kelsi Horton, Upham, INC
Project File

Exhibit E

Current & Proposed Future Land Uses – Maximum Density/Intensity by Category

	Current FLU	Proposed FLU	Net Change in FLU	Proposed Development (Actual)	Net Change (Based on Actual Sq.Ft.)
	[Theoretical Max DU/sq.ft.]				
Rural Transition (0-2 units/acre)	9 DU	0	-9 DU	0	-9 DU
Office/Residential Transition					
Option 1: 100% office/institutional (FAR 1.5**)	0	318,599 sq.ft. (100%)	+318,599 sq.ft.	+58,800 sq.ft.	+58,800 sq.ft.
Option 2: 75% office/institutional /25% commercial (FAR 1.5)	0	239,144 sq.ft. (75%) 79,715 sq.ft. (25%)	+239,144 sq.ft. +79,715 sq.ft.		
Option 3: 75% office/institutional (FAR 1.5); 25% residential at 10 units/acre	0	12 DU* (25%) 239,144 sq.ft. (75%)	+3 DU* +239,144 sq.ft.		
TOTAL	9 DU	318,599 sq.ft. (100%)	-9 DU +318,599 sq.ft.	+58,800 sq.ft.	-9 DU +58,800 sq.ft.
		239,144 sq.ft. (75%) 79,715 sq.ft. (25%)	-9 DU +239,144 sq.ft. +79,715 sq.ft.		
		12 DU* (25%) 239,144 sq.ft. (75%)	+3 DU* +239,144 sq.ft.		

Notes:

*No residential dwelling units (DU) are proposed. A rezoning application is being proposed concurrently with the proposed FLU application for an 88-bed Assisted Living and Memory Care Facility; however, State law requires an analysis of all theoretical maximum impacts allowed by the proposed FLU.

**FAR is Floor Area Ratio, which is the total covered area on all floors of all buildings on a certain lot divided by the total area of the lot.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/02/2017

Consent item: No

SUBJECT: (G17) Second Reading - Ordinance No. 2017-6 – PUD Rezoning and Benton House Master Development Agreement and Conceptual Development Plan, CASE NO. 16-65000001

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-6, to rezone ±4.88 acres from (single-family residential) to Planned Unit Development (PUD) and approval of the Benton House Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

SUMMARY: PLANNING COMMISSION ACTION: February 23, 2017, recommended approval

The applicant requests to rezone ±4.88-acres from R-20SF (single-family residential) to Planned Unit Development (PUD) and approval of the Benton House Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The proposed MDA and CDP would establish the framework for the development of an Assisted Living Facility (ALF) and Memory Care Facility that provides fulltime long-term care to individuals who, by reason of advanced age, chronic illness or infirmity, are unable to care for themselves. If approved, the applicant intends to develop the site as an 88-bed ALF and Memory Care Facility with associated site improvements.

The proposed Benton House PUD is located on the west side of Airport Road, south of the Whispering Woods Condominiums and across the street from Creekside Middle School and the Water's Edge subdivision.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-6	Ord. No. 2017-6.pdf
2.	Staff Report	Staff Report_BentonHousePUD.pdf

Robin Fenwick

Created/Initiated - 04/17/2017

ORDINANCE NO. 2017-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE REZONING OF $\pm$ 4.88 ACRES FROM R-20 SINGLE FAMILY RESIDENTIAL ("R-20") TO PLANNED UNIT DEVELOPMENT ("PUD") AND THE BENTON HOUSE PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN LOCATED ON THE WEST SIDE OF AIRPORT ROAD, SOUTH OF WHISPERING WOODS CONDOMINIUMS; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, property owner has requested the rezoning of the property consisting of approximately $\pm$ 4.88 acres from R-20 to PUD; and

WHEREAS, the City and Developer desire to enter into the Benton House Planned Unit Development Master Development Agreement (hereinafter referred to as the "MDA"); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the MDA; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has considered and forwarded a recommendation to the City Council regarding the proposed MDA; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the MDA.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby rezone the property consisting of approximately $\pm$ 4.88 acres located at 812 Airport Road described in **Exhibit "1"**, attached hereto, from R-20 to PUD.

Section 2. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas classification as shown on **Exhibit "2"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve the Benton House Planned Unit Development Master Development Agreement, attached hereto as **Exhibit "3"**.

Section 4. The Mayor and City Clerk are hereby authorized to execute said MDA.

Section 5. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 7. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2017

Passed and adopted on second and final reading on the day of _____, 2017

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "1"

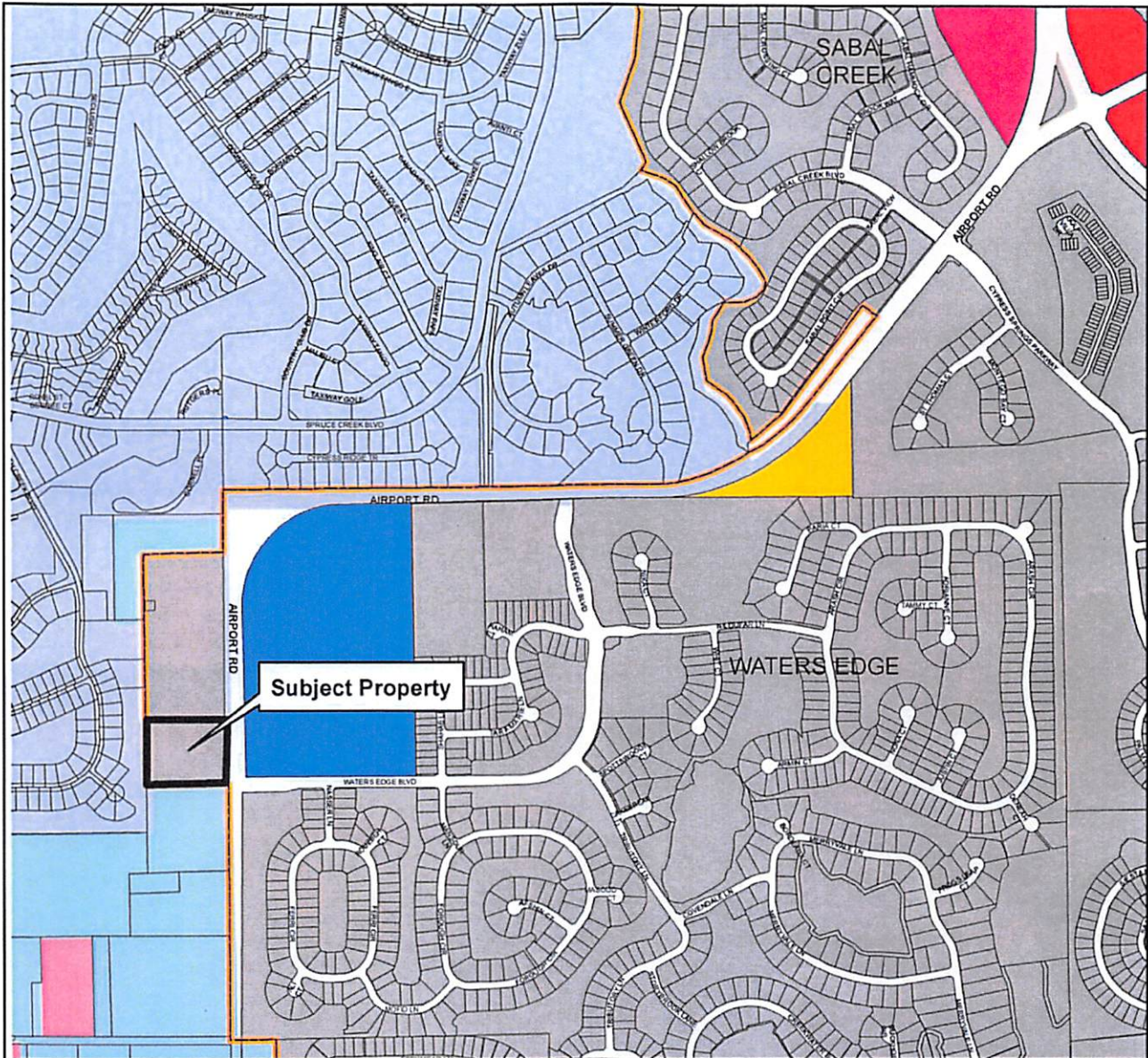
LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST RUN THENCE SOUTH 89 DEGREES 19 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 25.00 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF AIRPORT ROAD AS NOW IN USE; THENCE NORTH 00 DEGREES 55 MINUTES 39 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION 36, FOR A DISTANCE OF 303.19 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 54 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 524.43 FEET TO THE EAST LINE OF RESERVE AT SPRUCE CREEK UNIT III-D, SECTION 3, AS RECORDED IN MAP BOOK 47 PAGE 70, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 57 MINUTES 26 SECONDS WEST ALONG THE SAID EAST LINE OF RESERVE AT SPRUCE CREEK UNIT III-D, SECTION 3, FOR A DISTANCE OF 405.30 FEET TO THE SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 4892, PAGES 3924-3998; THENCE NORTH 88 DEGREES 54 MINUTES 26 SECONDS EAST ALONG SAID SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM FOR A DISTANCE OF 524.67 FEET TO THE WEST LINE OF AFORESAID AIRPORT ROAD; THENCE SOUTH 00 DEGREES 55 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE OF AIRPORT ROAD FOR A DISTANCE OF 405.29 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 4.881± ACRES MORE OR LESS

EXHIBIT "2"



- | | |
|--|---|
|  GPU Government/Public Use |  VC Agriculture |
|  R-3L Multi-Family Residential |  VC Rural Mobile Home |
|  PUD Planned Unit Development |  VC Planned Unit Development |
|  CC Community Commercial | |
|  PCD Planned Commercial Development | |



Zoning
CITY OF PORT ORANGE
 DEPARTMENT OF COMMUNITY DEVELOPMENT



EXHIBIT “3”

BENTON HOUSE PLANNED UNIT DEVELOPMENT

MASTER DEVELOPMENT AGREEMENT

The City of Port Orange, a Florida municipal corporation (the "City"), and Port Orange SLP, LLC, a Georgia limited liability company, and its successors and assigns (the "Developer" and/or "Owner") hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development, commonly known as "BENTON HOUSE", involves approximately 4.881 +/- acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under the ownership of Port Orange SLP, LLC, a Georgia limited liability company, and will be developed by Owner/Developer. Owner/Developer shall deliver to the City a certified copy in recordable form of the Statement of Authority for said Owner/Developer. Delivery shall occur prior to approval by the City. This Agreement between the City and the Owner/Developer shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The Benton House PUD will provide for up to an eighty eight (88) bed senior living and memory care residential home with a communal kitchen and dining area, as well as indoor activities and outdoor courtyard areas for residents. Being surrounded by a school, single-family residential neighborhoods, a multi-family development and agricultural uses, the proposed facility will be compatible with the surrounding mix of uses.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the "Agreement") and the Conceptual Development Plan, attached

hereto as Exhibit “B”, for the Property which generally depicts the planned layout of buildings, driveways, parking, stormwater ponds and other planned features or improvements to the Property. Collectively, this Master Development Agreement and the Conceptual Development Plan for the Property may be referred to as the “Plan”. In the event of a conflict between the terms and provisions of the Master Development Agreement and the graphic illustrations of the Conceptual Development Plan, the Master Development Agreement shall control. If the Master Development Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Development Plan. Unless otherwise specifically described within the Master Development Agreement, final development and development permits for uses/structures within the PUD shall comply with regulations, ordinances, and resolutions in effect at the time of plan approval or permit application. The parties acknowledge that compliance with the City’s Land Development Code (LDC) may necessitate modification of the Conceptual Development Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Development Plan are not in conflict with the textual provisions of this Agreement and any City ordinances not superseded by this Agreement, the modifications shall be deemed “minor” and may be approved without formal amendment of this Agreement. Minor modifications shall require the City Administrative Official’s written approval. If the Owner/Developer is not satisfied with the suggested resolution of any problem or the decision by the City Administrative Official categorizing the modification as minor or major, the Owner/Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

4. PERMITTED USES

- Assisted Living Facility
- Memory Care Facility

- Accessory uses consistent with the permitted uses

The Property shall be used for up to an 88-bed senior living and memory care residential home with a communal kitchen and dining area, as well as indoor activities and outdoor courtyard areas for residents. The facility shall be licensed by the Agency for Health Care Administration, as required, meeting all of the necessary criteria pursuant to current Federal, State and local laws and ordinances. Multi-family uses shall be prohibited on the Property.

5. MAXIMUM UNITS / DENSITY / INTENSITY

The total number of beds shall not exceed 88 beds. The Floor Area Ratio shall not exceed 0.27 FAR.

6. DIMENSIONAL REQUIREMENTS

Maximum Building Coverage: 27.0%

Minimum Open Space: 40%

Open space shall include any areas utilized for lawns, stormwater treatment and buffers not consisting of an impervious surface.

Maximum Impervious Lot Coverage: 60%

Minimum Building Setbacks:

Front (Airport Road): 75 ft.

Side: 50 ft.

Rear: 75 ft.

Minimum Landscape Buffers:

Front (Airport Road): 20 ft.

Side (North): 10 ft.

Side (South): 20 ft.

Rear: 20 ft.

Maximum Building Height: 37 ft.

7. PHASING AND SUBDIVISION

Development of the Property shall not occur in phases, and there is no intent to subdivide the Property. However, should the Property be subdivided in the future, said Property would be subject to the requirements of the LDC, and a property owners' association would be required for the purpose of maintaining the common areas.

8. INFRASTRUCTURE

On-site infrastructure improvements for potable water, sewer, reclaimed water (if available) and electricity shall be constructed on the Property in a manner consistent with the City's LDC and approved site/development plan(s). All potable water, wastewater collection system (sewer), and reclaimed water within this development shall be private. On-site stormwater management and retention facilities will be constructed in conjunction with the development of the Property, as shown on the Conceptual Development Plan attached hereto as Exhibit "B". Said stormwater facilities shall be designed and built in conformance with all applicable Federal, State and local laws, ordinances, resolutions and regulations, including the environmental provisions thereof, and will be maintained at a level consistent with the standards of the St. Johns River Water Management District and the City's LDC. In addition, a six foot (6') high wall shall be placed around the perimeter of the Property in the location shown on the Conceptual Development Plan.

9. ROADS, SIDEWALKS AND CONNECTIVITY

Roads, drives and sidewalks within the Property, as shown on the Conceptual Development Plan attached hereto as Exhibit "B", shall be private and shall be constructed to City standards and maintained by the Developer. Developer shall also dedicate to the County of Volusia a ten foot (10') wide right-of-way for the future widening of Airport Road. Due to the constraints of said ten foot (10') right-of-way dedication to Volusia County, the eight foot (8') wide sidewalk along Airport Road shall be built by the Developer for public use on the Property. The sidewalk shall

require a public pedestrian easement for said purpose. Maintenance and repairs of the sidewalk shall be the Owner's responsibility.

10. PARKING

Parking shall be as shown on the Conceptual Development Plan attached hereto as Exhibit "B" and in compliance with the requirements of the City's LDC.

11. SIGNAGE

Signage shall be as shown on the Conceptual Development Plan attached hereto as Exhibit "B" and in compliance with the requirements of the City's LDC and shall include, but not be limited to, monument, wall, directional and supplementary signage. A final sign plan shall be addressed as part of the development plan approval process.

12. LANDSCAPING

Landscaping and landscape buffers on the Property shall be as shown on the Conceptual Development Plan attached hereto as Exhibit "B" and shall comply with the requirements of the City's LDC. The final landscape plan shall be addressed as part of the development plan approval process.

13. ENVIRONMENTAL CONSIDERATIONS

Although the subject Property has been almost completely cleared of trees, the Developer will use reasonable efforts to preserve trees and natural vegetation within the Property, and the PUD shall comply with the tree preservation requirements of the City's LDC. In addition, the Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Development Plan.

14. ARCHITECTURAL DESIGN

The Development shall create a sense of permanence and place through use of quality design and building materials. The architectural design shall comply with the requirements of the City's LDC, such as exterior color, screening of mechanical equipment, and providing full architectural treatment on all visible sides. An initial architectural elevation is shown in the Conceptual Development Plan attached hereto as Exhibit "B", and the final architectural design shall be addressed as part of the development/site plan approval process.

15. EXPIRATION

The duration of this Agreement shall not exceed ten (10) years from the date of its execution. This Agreement may be extended for an additional five (5) year term by mutual consent of the Developer and the City subject to a public hearing. Development of the Benton House PUD shall commence within three (3) years from the date of execution of this Agreement. Failure to comply with the schedule set out above shall cause this Agreement to lapse unless the schedule is modified by mutual agreement of the Developer and the City. Development shall be as defined by the LDC.

16. EFFECTIVE DATE

This Agreement shall become effective upon recording in the public records of Volusia County, Florida.

17. AMENDMENTS

Amendments to this Agreement shall not be effective unless in writing and signed by the respective parties to this master development agreement. Before amendment of this agreement, the City shall conduct at least two (2) public hearings, as more particularly set forth below. At the City's option, at least one (1) of these public hearings may be held by the City's Planning Commission in accordance with the following:

A. Notice of intent to consider an amendment shall be published by the City, at the Developer's cost, at least seven (7) days before each public hearing in a newspaper of general circulation and readership in Volusia County, Florida.

B. Notice of intent to consider an amendment shall also be mailed by the City, at the Developer's cost, to all affected property owners at least thirty (30) days before the first public hearing.

C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.

D. The notices required above shall specify the location of the Property, the nature of the proposed amendment, and the following information to the extent applicable

- i. Changes in permitted, conditional, and/or prohibited uses proposed;
- ii. Changes in population densities proposed; and
- iii. Changes in building intensities and/or height proposed.

The notices shall also specify a place where a copy of the proposed amendment can be obtained.

18. CONFORMANCE WITH THE LAWS

The Developer agrees:

A. To develop the Property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property.

B. To provide agreements, contracts, deed restrictions, sureties and other documents required by the City Legal Department for completion of the development, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Developer's successors in title will be bound by the Developer's commitments made in this Agreement.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

19. ENFORCEABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this Agreement unless the holding so states.

20. PRIOR AGREEMENTS

This Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the subject property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement are hereby voided and superseded by this Agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this _____ day of _____, 20__.

Signed, sealed and delivered
in the presence of

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2

CITY OF PORT ORANGE,
a Florida municipal corporation

By: _____
Donald O. Burnette, Mayor

Attest:

By: _____
Robin Fenwick, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of __, 20__, by Donald O. Burnette, Mayor of City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of City, who is personally known to me and did not take an oath.

Notary Public

Printed Name, Commission, Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of __, 20__, by Robin Fenwick, City Clerk of City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of City, who is personally known to me and did not take an oath.

Notary Public

Printed Name, Commission, Seal and Term Expiration Date

Signed, sealed and delivered
in the presence of:

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2

DEVELOPER /OWNER:

Port Orange SLP, LLC, a Georgia
Limited Liability Company

By: _____

Print Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of Port Orange SLP, LLC, a Georgia Limited Liability Company. He/she is personally known to me OR has produced _____ as identification.

Notary Public

Printed Name, Commission, Seal and Term Expiration Date

EXHIBIT A
LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST RUN THENCE SOUTH 89 DEGREES 19 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 25.00 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF AIRPORT ROAD AS NOW IN USE; THENCE NORTH 00 DEGREES 55 MINUTES 39 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION 36, FOR A DISTANCE OF 303.19 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 54 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 524.43 FEET TO THE EAST LINE OF RESERVE AT SPRUCE CREEK UNIT III-D, SECTION 3, AS RECORDED IN MAP BOOK 47 PAGE 70, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 57 MINUTES 26 SECONDS WEST ALONG THE SAID EAST LINE OF RESERVE AT SPRUCE CREEK UNIT III-D, SECTION 3, FOR A DISTANCE OF 405.30 FEET TO THE SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 4892, PAGES 3924-3998; THENCE NORTH 88 DEGREES 54 MINUTES 26 SECONDS EAST ALONG SAID SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM FOR A DISTANCE OF 524.67 FEET TO THE WEST LINE OF AFORESAID AIRPORT ROAD; THENCE SOUTH 00 DEGREES 55 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE OF AIRPORT ROAD FOR A DISTANCE OF 405.29 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 4.881± ACRES MORE OR LESS

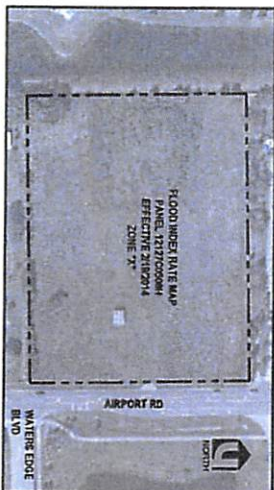
EXHIBIT B
CONCEPTUAL DEVELOPMENT PLAN

CONCEPTUAL DEVELOPMENT PLAN

1. THE PROPOSED USE IS LIMITED TO A SENIOR LIVING AND MEMORY CARE RESIDENTIAL HOME WITH A COMMUNAL KITCHEN AND DINING AREA, AS WELL AS INDOOR ACTIVITIES AND OUTDOOR COURTYARD AREAS FOR RESIDENTS.

- | | | | | |
|-----|--|------------|----------|---------|
| 2. | MAXIMUM LOT COVERAGE | | | |
| | BUILDING | 57,400 SQ | 1,328 AC | (2.7%) |
| | PARKING DECK | 74,632 SQ | 1,712 AC | (3.5%) |
| | OVERHEAD | 11,328 SQ | 0.26 AC | (0.05%) |
| | TOTAL SITE | 143,360 SQ | 3,280 AC | (7.0%) |
| 3. | MAXIMUM IMPERVIOUS AREA | 177,400 SQ | 4.02 AC | (8.0%) |
| 4. | MAXIMUM BUILDING HEIGHT FT | | | |
| 5. | FLOOR AREA RATIO (FAR) (250.317) = 0.27 | | | |
| 6. | MAXIMUM NUMBER OF FLOORS | 66 | | |
| 7. | BUILDING SETBACKS | | | |
| | FRONT (APPROX) FT | 75 | | |
| | SIDE | 75 | | |
| | REAR | 75 | | |
| 8. | LANDSCAPE BUFFER | | | |
| | FRONT (APPROX) FT | 20 | | |
| | SIDE (NORTH) | 10 | | |
| | SIDE (SOUTH) | 20 | | |
| | REAR | 20 | | |
| 9. | PARKING | | | |
| | 1 SPACE PER 2 BEDS PLUS 1 SPACE PER EMPLOYEE ON LARGEST SHIFT. AMOUNT OF PARKING REQUIRED BASED ON THE NUMBER OF BEDS AND THE AMOUNT PROVIDED. PROPOSED PARKING PROVIDED IS 64 SPACES. | | | |
| 10. | REFER TO MASTER DEVELOPMENT AGREEMENT (MDA) FOR SPECIFIC CONDITIONS AND REQUIREMENTS. | | | |
| 11. | COMPLIANCE WITH THE CITY OF PORT ORANGE ENVIRONMENTAL COMPLIANCE CODE MAY NECESSITATE ADAPTATION TO THIS PLAN. | | | |
| 12. | OVERLAP SHALL CORRESPOND ANY AREA THAT IS UTILIZED FOR LANDSCAPE, STORMWATER TREATMENT, AND BUFFER AND CONSISTING OF AN IMPERVIOUS SURFACE AREA. | | | |
| 13. | THERE WILL BE NO HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION FOR OWNERSHIP AND MAINTENANCE OF COMMON AREAS OR SPECIFIC RESTRICTIONS. | | | |
| 14. | PROPOSED UTILITIES USAGE | | | |
| | 1X GROSS BED = 11,446 GPD | | | |
| | 1X GROSS BATH = 11,446 GPD | | | |
| | WATERHEATER = 11,446 GPD | | | |
| | 13X GPD / BED = 11,446 GPD | | | |
| | RECLAIM WATER | 10,000 GPD | | |
| 15. | ALL INTERIOR PORTABLE WATER, WASTEWATER COLLECTION SYSTEM AND RECLAIM WATER FACILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED. | | | |

SCALE: 1" = 100'



CONCEPTUAL DEVELOPMENT PLAN
OF A PUD FOR THE PROPOSED
BENTON HOUSE
SENIOR LIVING AND MEMORY CARE

812 AIRPORT ROAD, PORT ORANGE

FACILITY

INDEX OF SHEETS	
SHEET No.	DESCRIPTION
1	COVER SHEET
2	CONCEPTUAL DEVELOPMENT PLAN
3	BUILDING ELEVATIONS
4-6	BOUNDARY & TOPOGRAPHIC SURVEY

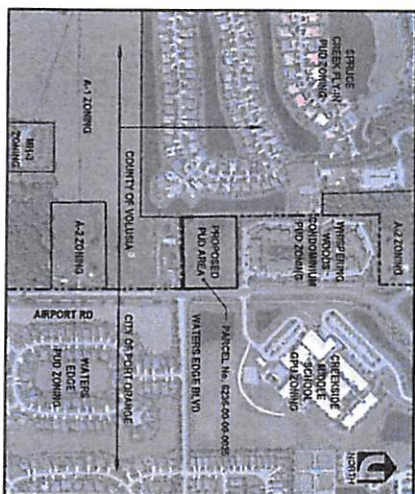
LEGAL DESCRIPTION:

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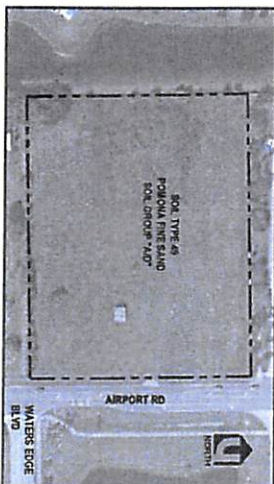
THE ABOVE PARCEL CONTAINS 4.1112 ACRES MORE OR LESS

TAX PARCEL No. 6236-00-00-0025

SCALE 1' = 400'



SCALE: 1" = 100'



PROJECT TEAM

DEVELOPER / APPLICANT:

PRINCIPAL SENIOR LIVING PARTNERS IV, LLC
11175 CICCERO DRIVE
SUITE 500
ALPHARETTA, GA 30022
PHONE: 687.297.0368

PROPERTY OWNER:

BIPIN & KALA RAMA
812 AIRPORT ROAD
PORT ORANGE, FL 32128

ENGINEER / SURVEYOR:

BIPIN & KALA RAMA
812 AIRPORT ROAD
PORT ORANGE, FL 32128

TRAFFIC ENGINEER

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
80 SPRING WSTA DRIVE
DEBARY, FL 32713
PHONE : 386.753.0558
FAX: 386.753.0778

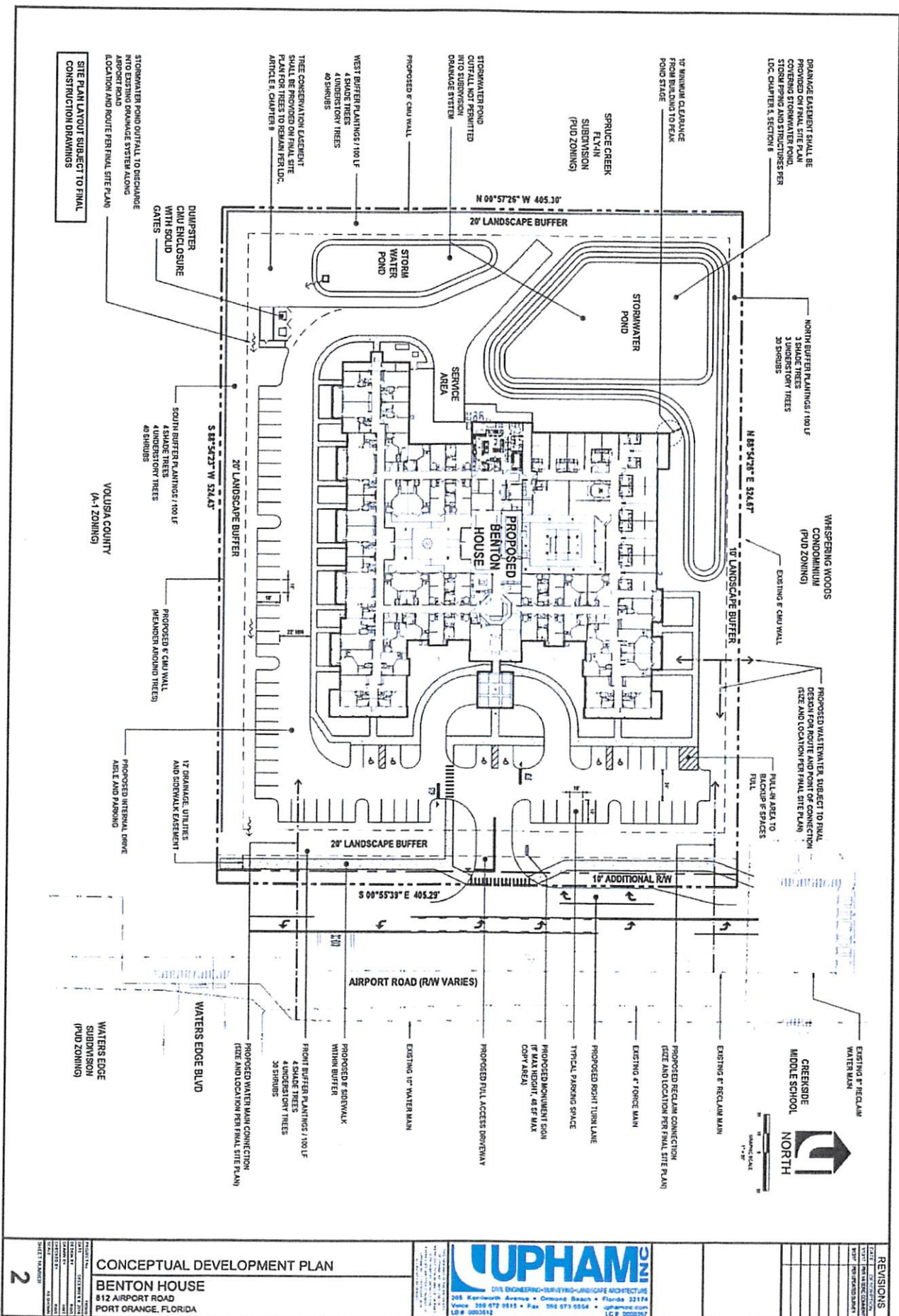
BIOLOGIST:

ECOLOGICAL CONSULTING SOLUTIONS, INC.
235 HUNT CLUB BOULEVARD
SUITE 202
LONGWOOD, FL 32779
PHONE: 407.869.9434
FAX: 407.869.9439

CITY OF PORT ORANGE CASE No. 16-65-00000

COVER SHEET
BENTON HOUSE
812 AIRPORT ROAD
PORT ORANGE, FLORIDA

[illegible]

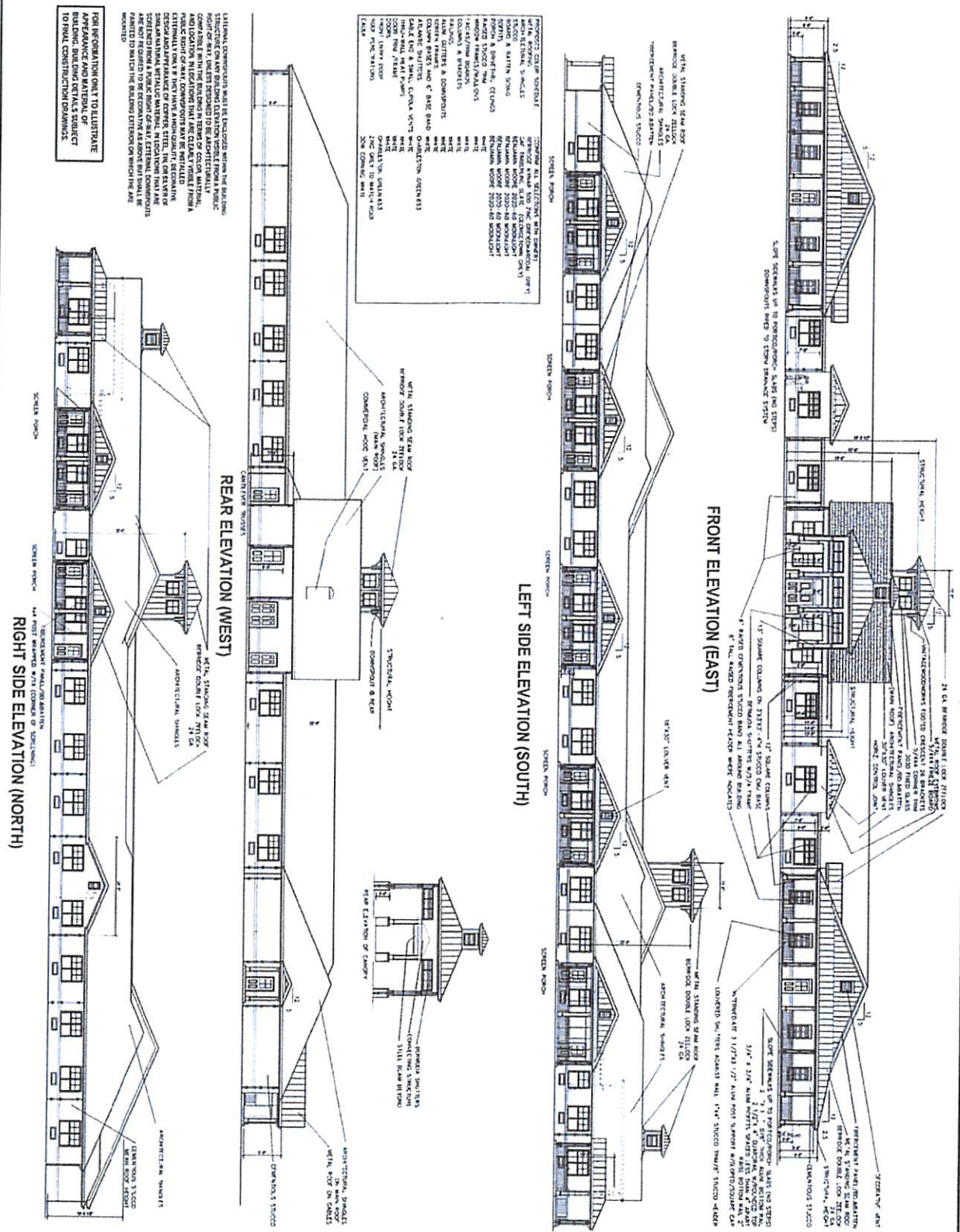


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1. The first step is to identify the problem.
 2. The second step is to define the problem.
 3. The third step is to analyze the problem.
 4. The fourth step is to develop a solution.
 5. The fifth step is to implement the solution.
 6. The sixth step is to evaluate the solution.
 7. The seventh step is to monitor the solution.
 8. The eighth step is to maintain the solution.
 9. The ninth step is to improve the solution.
 10. The tenth step is to document the solution.

BUILD
BENT
812 AIRP
PORT OR

3



FOR REGULATION ONLY TO ILLUSTRATE
BASIC, BUT CRITICAL, SUBJECT
TO FINAL CONSTRUCTION DOCUMENTS.

[illegible]

SECTION 36
TOWNSHIP 116 SOUTH
RANGE #2 EAST

SW 1/4 SECTION 36
TOWNSHIP 16 SOUTH
RANGE 32 EAST

TOWNSHIP 16 SOUTH
TOWNSHIP 17 SOUTH

LBJ 4/12
 TUCLEP-
 JACOB SANCHEZ
 COORDINADOR
 AREA DOC
 AREA DOC
 STEVEN J. KING
 BLACK & ASS

SECTION 1
TOWNSHIP 17 SOUTH
RANGE 12 EAST

SHEET 1 OF 3

[illegible]

DATE	11/22/2016
FIELD BOOK - PAGE	
SCALE	1" = 40'
DRAWING FILE	11-4-2016
31B-110	

09	AGENCY
10	LEONARD BUSHNELL
11	LEONARD CORPORATION
12	LEONARD COMPANY COMPANY
13	LEONARD BUSHNELL
14	LEONARD
15	NOT APPLICABLE AGENCY NOT AVAILABLE
16	BUSINESS
17	OFFICIAL RECORD BOOK
18	PLAN
19	POINT OF TANGENCY
20	POINT OF TANGENCY
21	PERMANENT CONTACT POINT
22	PERMANENT

SHEET NO.	TYPE OF SURVEY
	ALTA / NSPS BOUNDARY & TOPOGRAPHIC
	MAP SUBJECT
SECTION	SEC-38 T-18 SOUTH R-32 EAST
	ADDRESS
	812 AIRPORT ROAD PORT ORANGE, FLORIDA

PERMANENT RESIDENCE REQUIREMENT	12	RES. EXP.
RECEIVED	13	LEFT SECTOR
RECEPTION CAMP	7	SAFETY
PLATE NUMBER	14	CARLA SA
SECURITY FEES	15	ETIQUA SA
NUMBER OF WIFE	16	SAFETY
	17	QUARTER 20
PLANT CONSTRUCTION REQUIREMENT (SEE SECTION)		
OFF FOR OGD & CAP (SEE SECTION)		
PARTNER NAME AND, & (SEE SECTION)		

THIS MAP IS NEITHER FULL NOR
COMPLETE WITHOUT THE REPORT

UNITED		SWIVEL VALVE
		SWIVEL VALVE
		FIRE HYDRANT
10.17		WELL
		WELL
		LIGHT POLE DETAIL
		CROSSING DETAIL

SURVEY MAP	THIS MAP IS INTENDED TO BE OF OF THIS FILE AT A SCALE LARG
	SEE SH SURVE

-  THRU-PILE
-  POWER PILE WOOD
-  ELECTRIC POLE
-  TRANSMISSION JUNCTION BOX
-  TELECOMMUNICATION HANDLE
-  BORING IDENTIFICATION NUMBER
-  BORING IDENTIFIER

3 OF 3 FOR
SIGNATURE

SPECIAL EQUIPMENT

QUANTUM CONTROL BOX

FORCE SENSE

SURGEON SCIENTIST GUN

A&S DATA

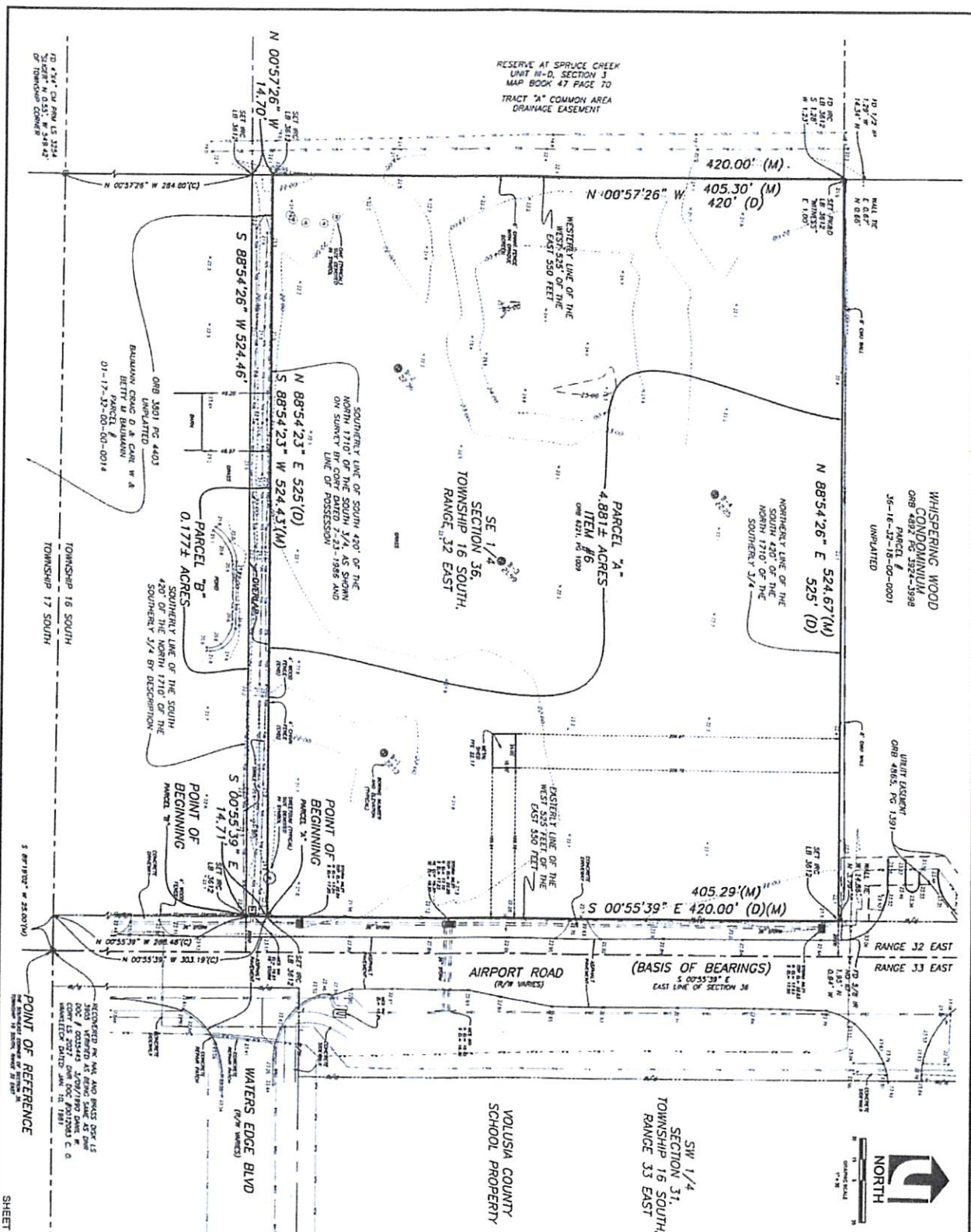
FIBROPTIC CABLE

OVERHEAD ELECTRIC CABLE

LUP
CIVIL ENGINEERING-DURHAM
305 Kendalworth Avenue • Durham, NC 27705
Voice: 919 672 9515 • Fax: 919 672 9512
LE 0 0003612

_____ UNDERSTANDING PEOPLE LINE
 _____ DEATHS NAME
 _____ UNDERSTANDING STRONG NAME
 _____ BIRTH CONFIRM
 _____ BIRTH CONFIRM
 _____ BIRTH CONFIRM
 _____ BIRTH CONFIRM
 _____ BIRTH CONFIRM

AMZ
LANDSCAPE ARCHITECTURE
Tampa • Florida 33614
813 • uphams.com
LC # 8000357



THE SOUTHERLY FOUR HUNDRED TWENTY EIGHT FEET OF THE NORTHERLY ONE THOUSAND SEVEN HUNDRED TEN FIVE FEET OF THE WESTERLY FIVE HUNDRED TWENTY FIVE FEET OF THE EASTERLY FIVE HUNDRED FIFTY SIX FEET OF THE SOUTHERLY THREE-FOURTHS OF THE SOUTHEASTERLY ONE-FOURTH PART OF SECTION 34, TOWNSHIP 16 SOUTH RANGE 31 EAST, VOLusia COUNTY, Florida

PARNELL 7

[illegible]

THE ABOVE PARCEL CONTAINS A MINIMUM OF 100 ACRES MORE OR LESS

[illegible]

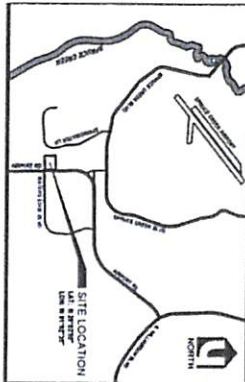
THE ABOVE PARCEL CONTAINS 8.1772 ACRES MORE OR LESS

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

EXCEPTIONS OF SCHEDULE B-SECTION 2			
ITEM #	GENERAL DESCRIPTION	PERIOD PROHIBIT PROTECTED	COMMENTS/EXEMPTIONS, ETC.
1.1	STANDARD EXEMPTIONS	-	IS NOT A SUBJECT MATTER, IS
4	INVESTING PROHIBITION ADDITIONAL PROHIBITION VALUING	CONFIDENTIALITY	PROTECTED AS "INVESTING" IS
7	FINANCIAL AND CAPITAL RIGHTS	-	IS NOT A SUBJECT MATTER, IS
8	CONTRACT FROM WHITE MARK	-	IS NOT A SUBJECT MATTER, IS
9	SUBJECT OF CHANGES	-	IS NOT A SUBJECT MATTER, IS

ALTA SPECIFICATIONS:

MINIMUM REQUIREMENTS AS REQUESTED BY CLIENT

[illegible]

GENERAL NOTES AND SURVEY REPORT

- [illegible]

STANDARD CERTIFICATION:

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNED _____

WITNESSES:

Name
Title

Name
Title

SHEET 3 OF 3

ABBREVIATIONS / LEGEND:

(C)	CALCULATOR
(R)	ROADSIDE
(P)	DESCRIPTION ON FILE
(B)	BLOOD
(L)	LIVESTOCK
(FOP)	FLORIDA DEPARTMENT OF GOVERNMENT PROTECTION
(FOT)	FLORIDA DEPARTMENT OF TRANSPORTATION
(FOS)	FEDERAL EMERGENCY MANAGEMENT AGENCY
(FIS)	FLORIDA INSURANCE SAFETY BOARD
(F)	FLORIDA
(FR)	FUTURE RECORDS UNIT

31B-110

THIS REPORT IS NEITHER FULL NOR
COMPLETE WITHOUT THE MAP

SURVEY REPORT

SEE CERTIFICATION FOR
SURVEYOR SIGNATURE

UPHAM
CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
205 Kennerly Avenue • Ormond Beach • Florida 32174
Voice 386 672 0515 • Fax 386 673 0554 • uphaminc.com
LO # 0005012 LC # 0009384



STAFF REPORT

PUD Rezoning and Benton House Master Development Agreement and Conceptual Development Plan
CASE NO. 16-65000001

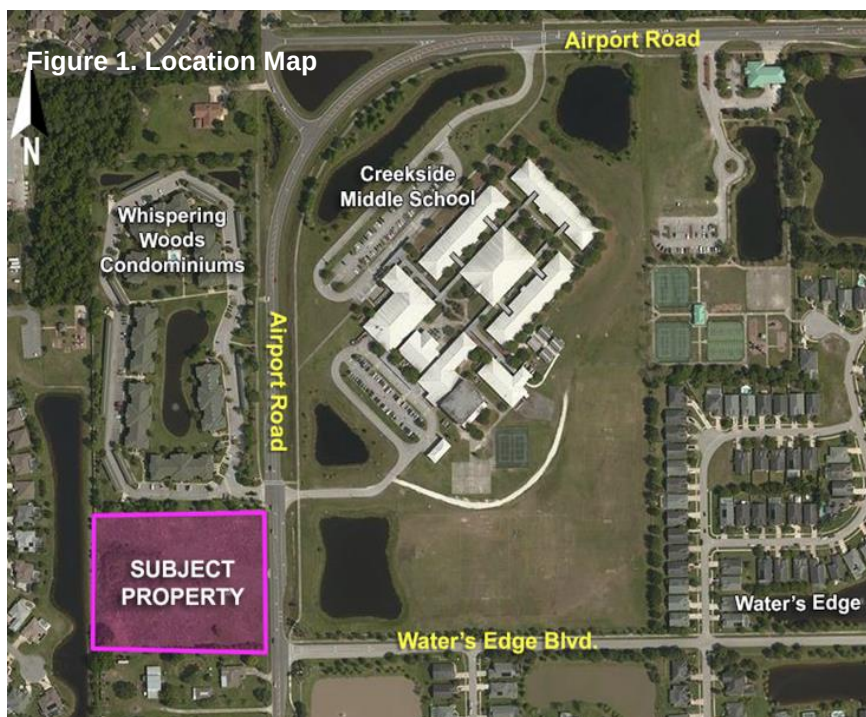
REQUEST:	Rezone ± 4.88 acres from R-20SF to Planned Unit Development (PUD) and approve the Benton House Master Development Agreement (MDA) and Conceptual Development Plan (CDP)
APPLICANT:	Roger W. Strcula, PE, Upham, Inc.
PROPERTY OWNERS:	Bipin and Kala Rama
LOCATION:	812 Airport Road (Figure 1 - Location Map)
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval
CITY COUNCIL DATE:	March 28, 2017

INTRODUCTION

The applicant requests to rezone ± 4.88 -acres from R-20SF (single-family residential) to Planned Unit Development (PUD) and approval of the Benton House Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The proposed MDA and CDP would establish the framework for the development of an Assisted Living Facility (ALF) and Memory Care Facility that provides fulltime long-term care to individuals who, by reason of advanced age, chronic illness or infirmity, are

unable to care for themselves. If approved, the applicant intends to develop the parcel located at 812 Airport Road as an 88-bed ALF and Memory Care Facility with associated site improvements.

The proposed Benton House PUD is located on the west side of Airport Road, south of the Whispering Woods Condominiums and across the street from Creekside Middle School and the Water's Edge subdivision (Figure 1 - Location Map).



CONSISTENCY WITH COMPREHENSIVE PLAN

The applicant has applied to change the Future Land Use (FLU) designation of ± 4.88 acres from *Rural Transition (0-2 units/acre)* to *Office/Residential Transition*. The proposed rezoning to PUD and the MDA and CDP are consistent with the type of land use and intensity allowed by the City of Port Orange FLU designation proposed for the property.

General infrastructure capacity for the proposed FLU amendment of the ± 4.88 acres was evaluated with the FLU amendment (Case No. 16-20000003). A detailed review of water, sewer, reclaimed water, stormwater, and traffic for the proposed development of an 88-bed ALF and Memory Care Facility will be evaluated when the site plan is submitted for the subject property.

DEVELOPMENT PROPOSAL

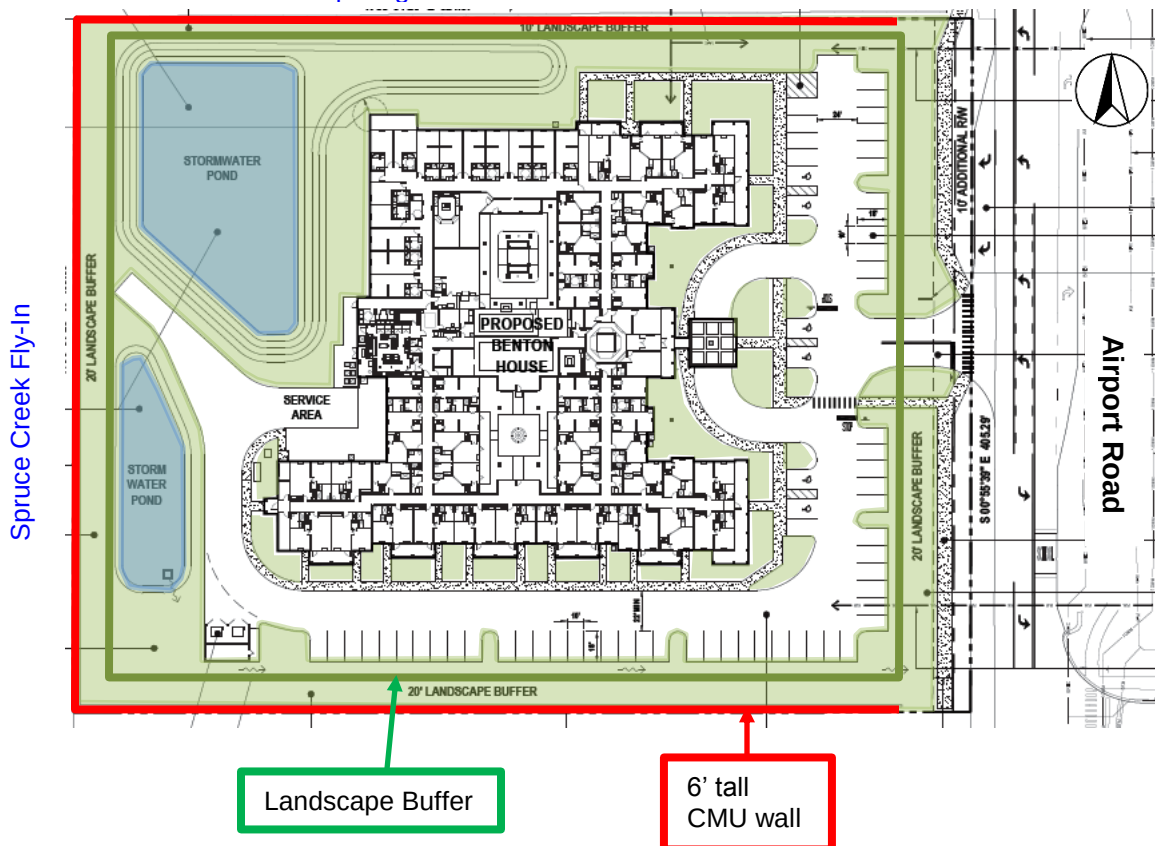
If approved, the MDA and the CDP (Exhibit C) will provide the regulatory framework for the development of the subject property. The following discussion will focus on the significant aspects of the proposed MDA and CDP such as the use, size and development impacts.

General Layout

The Conceptual Development Plan (CDP) for this amendment shows the general lot layout for the proposed ALF and Memory Care Facility (Figure 2 of the Staff Report and Exhibit B of the MDA). The general site layout and improvements associated with this amendment will comply with the requirements of the Land Development Code (LDC) and the MDA.

Figure 2. Benton House PUD Conceptual Development Plan

Whispering Woods Condominiums



Roadway and Access

The proposed development will be accessed from Airport Road. As indicated on the CDP, the developer of the property will install a right turn land and restripe the center bi-directional left turn lane between Water's Edge Boulevard and the Creekside Middle School driveway. The MDA also requires dedication of a 10'-wide strip of land along Airport Road to Volusia County for the future widening of Airport Road. The land to be dedicated for the Airport Road right-of-way is shown on the CDP. The widening of Airport Road is not listed on the County's 5-year Road Program or the 2040 River to Sea TPO's Long Range Transportation Plan; however, the County continues to plan for Airport Road to be 4-lanes in the future.

Traffic

Based on the ITE Trip Generation Manual, 9th Edition, the development of the proposed 88-bed ALF and Memory Care Facility could generate ± 19 p.m. peak hour trips and ± 241 daily trips¹. According to the latest traffic counts for Airport Road, Pioneer Trail, Williamson Boulevard, and Taylor Road, there is sufficient roadway capacity for the traffic that could be generated by the proposed development of the subject property. The site plan for this property will be required to comply with the concurrency management requirements in the City's LDC.

Table 1. Roadway Capacity

Roadway Segment:	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity	Volume to Capacity Ratio
Airport Road – Pioneer Trail to Williamson Blvd.	E	33,300	7,690	25,610	23.09%
Pioneer Trail - Airport-Turnbull Bay Rd.	E	13,640	3,730	9,910	27.35%
Williamson Blvd. – Spruce Creek Bridge to Airport Rd.	D	37,970	17,430	20,540	45.90%
Williamson Blvd – Taylor Rd. to Spruce Creek Bridge	E	37,970	20,550	17,420	54.12%
Taylor Road - Williamson Blvd. to I-95 (at Dunlawton Ave.)	E	47,560	40,210	7,350	84.55%

Source: Volusia County 2015 Traffic Counts (most current available data)

Tree Preservation/Landscaping/Screening

The proposed development will comply with the tree preservation and landscaping requirements of the LDC. This includes the preservation of 15% of the square-footage of the overall PUD property for the protection of existing trees and perimeter buffers. On the CDP, a minimum 6'-tall screen wall is shown to be installed along the north, west, and south sides of the PUD property.

¹ 2.74 Daily Trips per bed; 0.22 P.M. Peak Hour Trips per bed, Nursing Home (620), ITE Trip Generation Manual, 9th Edition

Potable Water, Sanitary Sewer, and Reclaimed Water

The proposed development will comply with the requirements of the LDC for improvements related to water, sewer, and reclaimed water. Potable water, sanitary sewer and reclaimed water lines are available and connections will be made from Airport Road and the adjacent development to the north.

Stormwater Management

Stormwater will be retained as generally depicted on the CDP. The City's Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. As a result, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. The future development will be required to address stormwater retention on the property in accordance with City standards.

Schools

The Volusia County School District determined that the proposed development of an ALF and Memory Care Facility is exempt from School Concurrency review.

Architecture

The architecture of the building and accessory structures will be designed with a common architectural theme and comply with LDC requirements, such as exterior color, screening of mechanical equipment, and providing full architectural treatment on all visible sides. The proposed architecture of the building is included in the MDA and is similar to the Benton House ALF and Memory Care Facility in Brunswick, GA (Figure 3). A formal review of the architecture design will occur during the site plan review process to verify compliance with the MDA and LDC.

Figure 3. Benton House in Brunswick, GA



OUTSTANDING TECHNICAL COMMENTS:

The Staff Development Review Committee (SDRC) has reviewed this project and there are no outstanding technical comments or policy issues.

RECOMMENDATION

Staff recommends **approval** of the rezoning for the Benton House PUD and the Master Development Agreement and Conceptual Development Plan, subject to the following:

1. Approval of the Future Land Use amendment (Case No. 16-20000003); and
2. Review and approval of the MDA and CDP by the City Attorney's Office for legal form and content.

ATTACHMENTS

- Exhibit A – Current and Proposed Future Land Use
- Exhibit B – Current and Proposed Zoning
- Exhibit C – Benton House PUD Master Development Agreement and Conceptual Development Plan

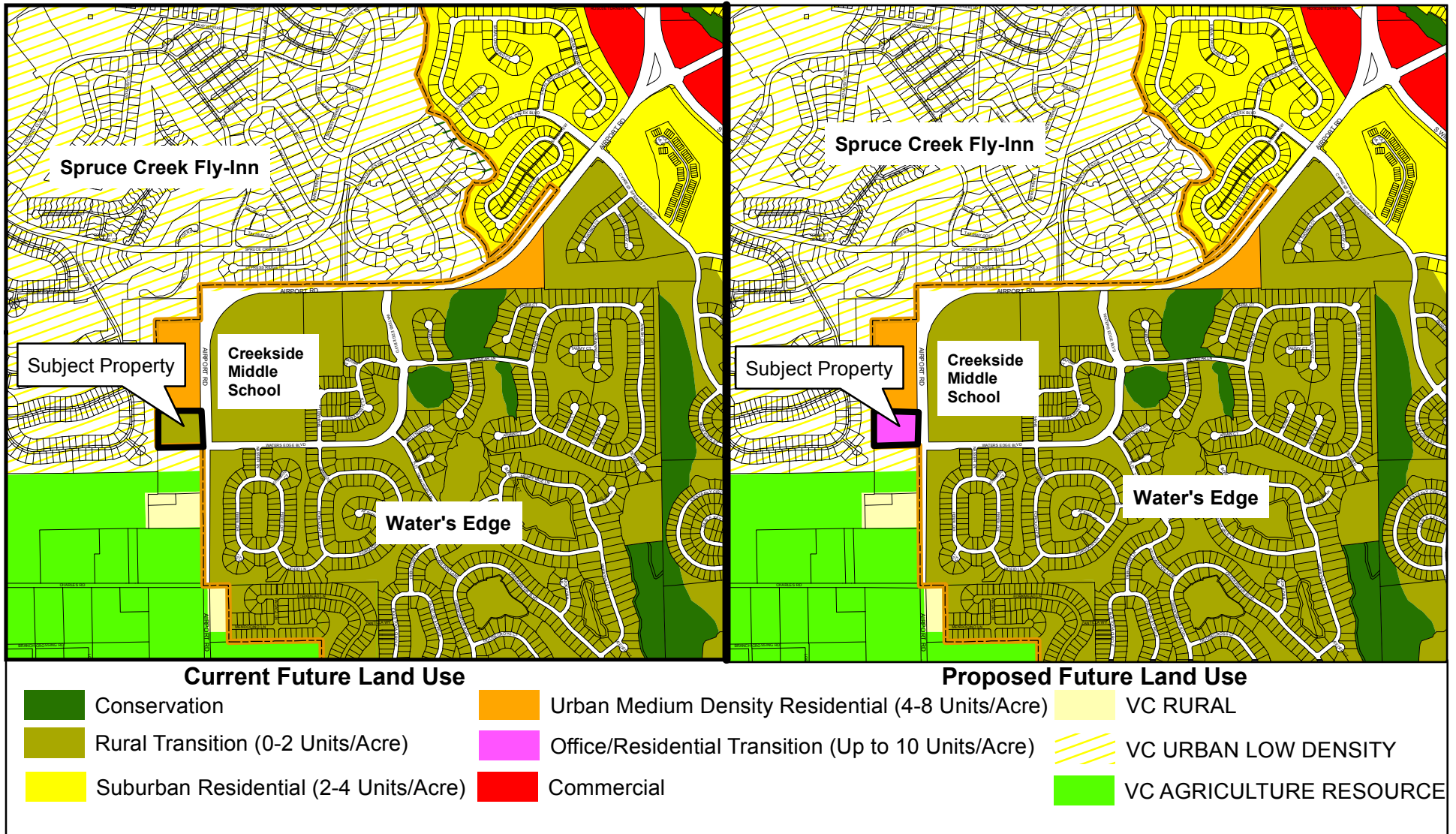


EXHIBIT A

CASE NO. 16-20000003 and 16-65000001

DEPARTMENT OF COMMUNITY DEVELOPMENT



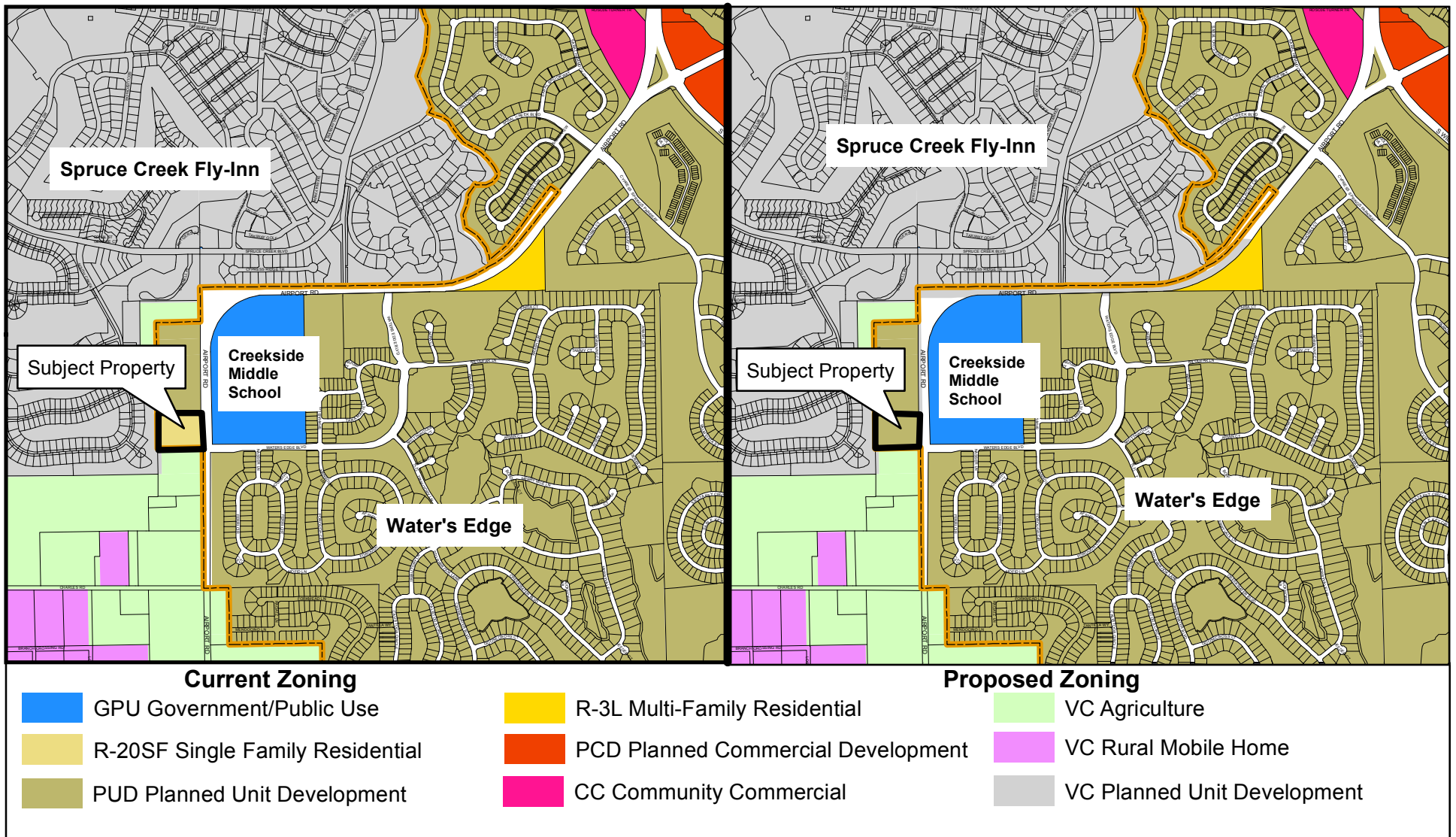


EXHIBIT B

CASE NO. 16-20000003 and 16-65000001

DEPARTMENT OF COMMUNITY DEVELOPMENT



Exhibit C

Benton House PUD Master Development Agreement and Conceptual Development Plan

BENTON HOUSE PLANNED UNIT DEVELOPMENT
MASTER DEVELOPMENT AGREEMENT



The City of Port Orange, a Florida municipal corporation (the "City"), Principal Senior Living Partners IV, LLC, a Georgia limited liability company, and its successors and assigns (the "Developer" and/or "Contract Purchaser"), and Bipin and Kala Rama (the "Owners") hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development, commonly known as "BENTON HOUSE", involves approximately 4.881 +/- acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under the ownership of Bipin and Kala Rama, signatories to this Agreement, and will be purchased and developed by Developer. Owners and Developer shall deliver to the City a certified copy in recordable form of the Statement of Authority for said Owners and Developer. Delivery shall occur prior to approval by the City. This Agreement between the City, Owner and Developer shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The Benton House PUD will provide for up to an eighty eight (88) bed senior living and memory care residential home with a communal kitchen and dining area, as well as indoor activities and outdoor courtyard areas for residents. Being surrounded by a school, single-family residential neighborhoods, a multi-family development and agricultural uses, the proposed facility will be compatible with the surrounding mix of uses.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the "Agreement") and the Conceptual Development Plan, attached

hereto as Exhibit “B”, for the Property which generally depicts the planned layout of buildings, driveways, parking, stormwater ponds and other planned features or improvements to the Property. Collectively, this Master Development Agreement and the Conceptual Development Plan for the Property may be referred to as the “Plan”. In the event of a conflict between the terms and provisions of the Master Development Agreement and the graphic illustrations of the Conceptual Development Plan, the Master Development Agreement shall control. If the Master Development Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Development Plan. Unless otherwise specifically described within the Master Development Agreement, final development and development permits for uses/structures within the PUD shall comply with regulations, ordinances, and resolutions in effect at the time of plan approval or permit application. The parties acknowledge that compliance with the City’s Land Development Code (LDC) may necessitate modification of the Conceptual Development Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Development Plan are not in conflict with the textual provisions of this Agreement and any City ordinances not superseded by this Agreement, the modifications shall be deemed “minor” and may be approved without formal amendment of this Agreement. Minor modifications shall require the City Administrative Official’s written approval. If the Owners/Developer are not satisfied with the suggested resolution of any problem or the decision by the City Administrative Official categorizing the modification as minor or major, the Owners/Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

4. PERMITTED USES

- Assisted Living Facility
- Memory Care Facility

- Accessory uses consistent with the permitted uses

The Property shall be used for up to an 88-bed senior living and memory care residential home with a communal kitchen and dining area, as well as indoor activities and outdoor courtyard areas for residents. The facility shall be licensed by the Agency for Health Care Administration, as required, meeting all of the necessary criteria pursuant to current Federal, State and local laws and ordinances. Multi-family uses shall be prohibited on the Property.

5. MAXIMUM UNITS / DENSITY / INTENSITY

The total number of beds shall not exceed 88 beds. The Floor Area Ratio shall not exceed 0.27 FAR.

6. DIMENSIONAL REQUIREMENTS

Maximum Building Coverage: 27.0%

Minimum Open Space: 40%

Open space shall include any areas utilized for lawns, stormwater treatment and buffers not consisting of an impervious surface.

Maximum Impervious Lot Coverage: 60%

Minimum Building Setbacks:

Front (Airport Road): 75 ft.

Side: 50 ft.

Rear: 75 ft.

Minimum Landscape Buffers:

Front (Airport Road): 20 ft.

Side (North): 10 ft.

Side (South): 20 ft.

Rear: 20 ft.

Maximum Building Height: 37 ft.

7. PHASING AND SUBDIVISION

Development of the Property shall not occur in phases, and there is no intent to subdivide the Property. However, should the Property be subdivided in the future, said Property would be subject to the requirements of the LDC, and a property owners' association would be required for the purpose of maintaining the common areas.

8. INFRASTRUCTURE

On-site infrastructure improvements for potable water, sewer, reclaimed water (if available) and electricity shall be constructed on the Property in a manner consistent with the City's LDC and approved site/development plan(s). All potable water, wastewater collection system (sewer), and reclaimed water within this development shall be private. On-site stormwater management and retention facilities will be constructed in conjunction with the development of the Property, as shown on the Conceptual Development Plan attached hereto as Exhibit "B". Said stormwater facilities shall be designed and built in conformance with all applicable Federal, State and local laws, ordinances, resolutions and regulations, including the environmental provisions thereof, and will be maintained at a level consistent with the standards of the St. Johns River Water Management District and the City's LDC. In addition, a six foot (6') high CMU wall shall be placed around the perimeter of the Property in the location shown on the Conceptual Development Plan.

9. ROADS, SIDEWALKS AND CONNECTIVITY

Roads, drives and sidewalks within the Property, as shown on the Conceptual Development Plan attached hereto as Exhibit "B", shall be private and shall be constructed to City standards and maintained by the Developer. Developer shall also dedicate to the County of Volusia a ten foot (10') wide right-of-way for the future widening of Airport Road. The eight foot (8') wide sidewalk along Airport Road shall be built by the Developer for public use but will be located on the

Property in a public pedestrian access easement and outside the 10' right-of-way, as shown on the Conceptual Development Plan.

10. PARKING

Parking shall be as shown on the Conceptual Development Plan attached hereto as Exhibit "B" and in compliance with the requirements of the City's LDC.

11. SIGNAGE

Signage shall be as shown on the Conceptual Development Plan attached hereto as Exhibit "B" and in compliance with the requirements of the City's LDC and shall include, but not be limited to, monument, wall, directional and supplementary signage. A final sign plan shall be addressed as part of the development plan approval process.

12. LANDSCAPING

Landscaping and landscape buffers on the Property shall be as shown on the Conceptual Development Plan attached hereto as Exhibit "B" and shall comply with the requirements of the City's LDC. The final landscape plan shall be addressed as part of the development plan approval process.

13. ENVIRONMENTAL CONSIDERATIONS

Although the subject Property has been almost completely cleared of trees, the Developer will use reasonable efforts to preserve trees and natural vegetation within the Property, and the PUD shall comply with the tree preservation requirements of the City's LDC. In addition, the Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Development Plan.

14. ARCHITECTURAL DESIGN

The Development shall create a sense of permanence and place through use of quality design and building materials. The architectural design shall comply with the requirements of the City's LDC, such as exterior color, screening of mechanical equipment, and providing full architectural treatment on all visible sides. An initial architectural elevation is shown in the Conceptual Development Plan attached hereto as Exhibit "B", and the final architectural design shall be addressed as part of the development/site plan approval process.

15. EXPIRATION

The duration of this Agreement shall not exceed ten (10) years from the date of its execution. This Agreement may be extended for an additional five (5) year term by mutual consent of the Developer and the City subject to a public hearing. Development of the Benton House PUD shall commence within three (3) years from the date of execution of this Agreement. Failure to comply with the schedule set out above shall cause this Agreement to lapse unless the schedule is modified by mutual agreement of the Developer and the City. Development shall be as defined by the LDC.

16. EFFECTIVE DATE

This Agreement shall become effective upon recording in the public records of Volusia County, Florida.

17. AMENDMENTS

Amendments to this Agreement shall not be effective unless in writing and signed by the respective parties to this master development agreement. Before amendment of this agreement, the City shall conduct at least two (2) public hearings, as more particularly set forth below. At the City's option, at least one (1) of these public hearings may be held by the City's Planning Commission in accordance with the following:

A. Notice of intent to consider an amendment shall be published by the City, at the Developer's cost, at least seven (7) days before each public hearing in a newspaper of general circulation and readership in Volusia County, Florida.

B. Notice of intent to consider an amendment shall also be mailed by the City, at the Developer's cost, to all affected property owners at least thirty (30) days before the first public hearing.

C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.

D. The notices required above shall specify the location of the Property, the nature of the proposed amendment, and the following information to the extent applicable

- i. Changes in permitted, conditional, and/or prohibited uses proposed;
- ii. Changes in population densities proposed; and
- iii. Changes in building intensities and/or height proposed.

The notices shall also specify a place where a copy of the proposed amendment can be obtained.

18. CONFORMANCE WITH THE LAWS

The Developer agrees:

A. To develop the Property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property.

B. To provide agreements, contracts, deed restrictions, sureties and other documents required by the City Legal Department for completion of the development, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Developer's successors in title will be bound by the Developer's commitments made in this Agreement.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

19. ENFORCEABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this Agreement unless the holding so states.

20. PRIOR AGREEMENTS

This Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the subject property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this _____ day of _____, 20__.

Signed, sealed and delivered
in the presence of

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2

THE CITY OF PORT ORANGE, FLORIDA
a Florida municipal corporation

By: Donald O. Burnette, Mayor

Attest:

By: Robin Fenwick, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Donald O. Burnette and Robin Fenwick, Mayor and City Clerk, respectively, of The City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Type, Print or Stamp Name

My commission expires _____

Signed, sealed and delivered
in the presence of:

Witness 1 Signature

Print Name of Witness 1

Witness 2 Signature

Print Name of Witness 2

STATE OF _____

COUNTY OF _____

DEVELOPER / CONTRACT PURCHASER:

Principal Senior Living Partners IV, LLC, a Georgia
Limited Liability Company

By: _____

Print Name: _____

Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of Principal Senior Living Partners IV, LLC, a Georgia Limited Liability Company. He/she is personally known to me OR has produced _____ as identification.

Notary Public

Printed Name, Commission, Seal and Term Expiration Date

Signed, sealed and delivered
in the presence of:

OWNER:

Bipin and Kala Rama

Witness 1 Signature

Print Name of Witness 1

By: Bipin Rama

Witness 2 Signature

Print Name of Witness 2

By: Kala Rama

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Bipin and Kala Rama. They are personally known to me OR have produced _____ as identification.

Notary Public, State of Florida

Printed Name, Commission, Seal and Term Expiration Date

EXHIBIT A

LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST RUN THENCE SOUTH 89 DEGREES 19 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 25.00 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF AIRPORT ROAD AS NOW IN USE; THENCE NORTH 00 DEGREES 55 MINUTES 39 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID SECTION 36, FOR A DISTANCE OF 303.19 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 54 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 524.43 FEET TO THE EAST LINE OF RESERVE AT SPRUCE CREEK UNIT III-D, SECTION 3, AS RECORDED IN MAP BOOK 47 PAGE 70, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 57 MINUTES 26 SECONDS WEST ALONG THE SAID EAST LINE OF RESERVE AT SPRUCE CREEK UNIT III-D, SECTION 3, FOR A DISTANCE OF 405.30 FEET TO THE SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 4892, PAGES 3924-3998; THENCE NORTH 88 DEGREES 54 MINUTES 26 SECONDS EAST ALONG SAID SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM FOR A DISTANCE OF 524.67 FEET TO THE WEST LINE OF AFORESAID AIRPORT ROAD; THENCE SOUTH 00 DEGREES 55 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE OF AIRPORT ROAD FOR A DISTANCE OF 405.29 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 4.881± ACRES MORE OR LESS

EXHIBIT B

CONCEPTUAL DEVELOPMENT PLAN

DEVELOPMENT INFORMATION

1. THE PROPOSED USE IS LIMITED TO A SENIOR LIVING AND MEMORY CARE RESIDENTIAL HOME WITH A COMMUNAL KITCHEN AND DINING AREA, AS WELL AS INDOOR ACTIVITIES AND OUTDOOR COURTYARD AREAS FOR RESIDENTS.
2. MAXIMUM COVERAGE
BUILDING 57,400± SF (27.0%)
PAVEMENT / SIDEWALK 70,000± SF (33.0%)
OPEN SPACES 85,715± SF (40.0%)
TOTAL SITE 212,000± SF (100.0%)
3. MAXIMUM IMPERVIOUS AREA 127,430± SF 2.93± AC (60.0%)
4. MAXIMUM BUILDING HEIGHT 37'
5. FLOOR AREA RATIO (58,800 / 220,317) = 0.27
6. MAXIMUM NUMBER OF BEDS 88
7. BUILDING SETBACKS
FRONT (AIRPORT RD) 75'
SIDE 50'
REAR 75'
8. LANDSCAPE BUFFER
FRONT (AIRPORT RD) 20'
SIDE (NORTH) 10'
SIDE (SOUTH) 20'
REAR 20'
9. PARKING
ONE SPACE PER 2 BEDS PLUS 4 SPACE PER EMPLOYEE ON LARGEST SHIFT. AMOUNT OF PARKING REQUIRED BASED ON THE NUMBER OF BEDS AND THE AMOUNT PROVIDED. PROPOSED PARKING PROVIDED IS 64 SPACES.
10. REFER TO MASTER DEVELOPMENT AGREEMENT (MDA) FOR SPECIFIC CONDITIONS AND REQUIREMENTS.
11. COMPLIANCE WITH THE CITY OF PORT ORANGE ENVIRONMENTAL COMPLIANCE CODE MAY NECESSITATE MODIFICATION TO THIS PLAN.
12. OPEN SPACE SHALL COMPRISE ANY AREA THAT IS UTILIZED FOR LAWNS, STORMWATER TREATMENT, AND BUFFERS NOT CONSISTING OF AN IMPERVIOUS SURFACE AREA.
13. THERE WILL BE NO HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION FOR OWNERSHIP AND MAINTENANCE OF COMMON AREAS OR SPECIFIC RESTRICTIONS.
14. PROPOSED UTILITIES USAGE
POTABLE WATER 130 GPD / BED = 11,440 GPD
WASTEWATER 130 GPD / BED = 11,440 GPD
RECLAIM WATER 10,000 GPD
15. ALL INTERIOR POTABLE WATER, WASTEWATER COLLECTION SYSTEM AND RECLAIM WATER FACILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED.

CONCEPTUAL DEVELOPMENT PLAN

OF A PUD FOR THE PROPOSED

BENTON HOUSE

SENIOR LIVING AND MEMORY CARE
FACILITY
812 AIRPORT ROAD, PORT ORANGE
EXHIBIT B

SHEET No.	DESCRIPTION
1	COVER SHEET
2	CONCEPTUAL DEVELOPMENT PLAN
3	BUILDING ELEVATIONS
4-6	BOUNDARY & TOPOGRAPHIC SURVEY

LEGAL DESCRIPTION:

BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST RUN THENCE SOUTH 89 DEGREES 13 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 36 FOR A DISTANCE OF 20.00 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF AIRPORT ROAD; THENCE NORTH 89 DEGREES 13 MINUTES 02 SECONDS EAST ALONG SAID RIGHT OF WAY LINE OF AIRPORT ROAD FOR A DISTANCE OF 100.19 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 54 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 524.43 FEET TO THE EAST LINE OF RESERVE AT SPRUCE CREEK UNIT 11A; SECTION 3, AS RECORDED IN MAP BOOK 47 PAGE 70, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 57 MINUTES 26 SECONDS WEST ALONG THE SAID EAST LINE OF RESERVE AT SPRUCE CREEK UNIT 11A-D, SECTION 3, FOR A DISTANCE OF 405.30 FEET TO THE SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 4892, PAGES 3924-3988; THENCE NORTH 88 DEGREES 54 MINUTES 26 SECONDS EAST ALONG SAID SOUTH LINE OF WHISPERING WOODS, A CONDOMINIUM FOR A DISTANCE OF 524.67 FEET TO THE WEST LINE OF AFORESAID AIRPORT ROAD; THENCE SOUTH 00 DEGREES 55 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE OF AIRPORT ROAD FOR A DISTANCE OF 405.29 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINS 4.081± ACRES MORE OR LESS

TAX PARCEL No. 6236-00-00-0025



VICINITY MAP

SCALE: 1" = 400'

PROJECT TEAM

DEVELOPER / APPLICANT:

PRINCIPAL SENIOR LIVING PARTNERS N, LLC
11175 CICERO DRIVE
SUITE 500
ALPHARETTA, GA 30022
PHONE: 687.297.0388

PROPERTY OWNER:

BIPIN & KALA RAMA
812 AIRPORT ROAD
PORT ORANGE, FL 32128

ENGINEER / SURVEYOR:

UPHAM, INC.
265 KENILWORTH AVENUE
ORMOND BEACH, FL 32174
PHONE: 386.672.9515
FAX: 386.673.6554

TRAFFIC ENGINEER:

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713
PHONE : 386.753.0558
FAX: 386.753.0778

BIOLOGIST:

ECOLOGICAL CONSULTING SOLUTIONS, INC.
235 HUNT CLUB BOULEVARD
SUITE 202
LONGWOOD, FL 32779
PHONE: 407.869.9434
FAX: 407.869.9439

CITY OF PORT ORANGE CASE No. 16-05-00001



FLOOD ZONE MAP

SCALE: 1" = 100'



SOIL TYPES MAP

SCALE: 1" = 100'

REVISIONS	DATE	DESCRIPTION
1	1/10/17	PER 14-000 COMMENTS



UPHAM INC
CIVIL ENGINEERING-SURVEYING-LANDSCAPE ARCHITECTURE
265 KENILWORTH AVENUE • ORMOND BEACH • FLORIDA 32174
VOICE: 386.673.9515 • FAX: 386.673.6554 • LC # 0000357
UPHAMIINC.COM

THIS PLAN IS THE PROPERTY OF UPHAM, INC. AND IS NOT TO BE REPRODUCED WITHOUT THE WRITTEN PERMISSION OF UPHAM, INC. OR ITS AFFILIATES.

COVER SHEET
BENTON HOUSE
812 AIRPORT ROAD
PORT ORANGE, FLORIDA

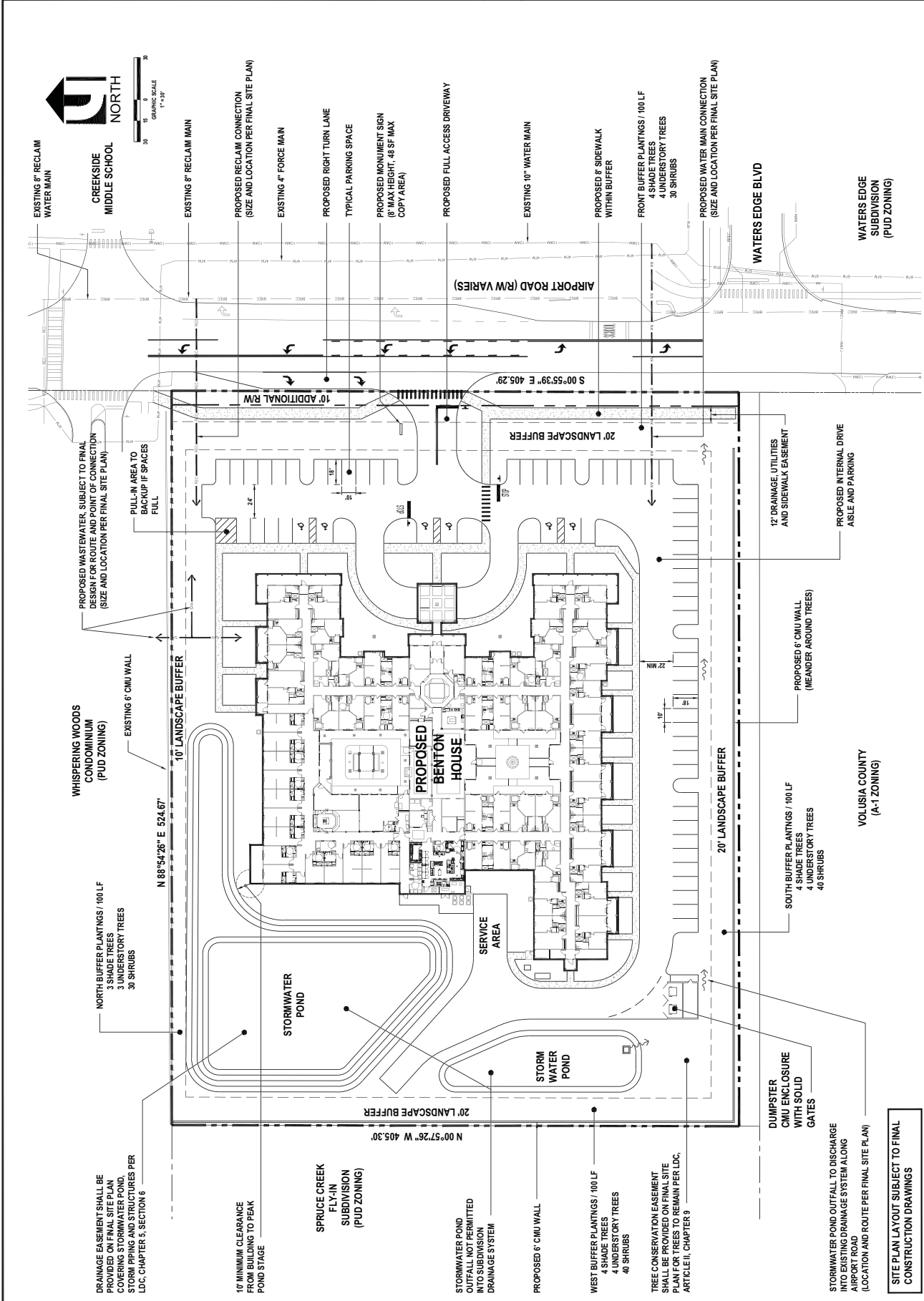
PROJECT No.	16-05-00001
DATE	DECEMBER 18, 2016
DESIGNED BY	RAJ
DRAWN BY	RAJ
CHECKED BY	AS SHOWN
SCALE	AS SHOWN

1
STREET NUMBER

REVISIONS	DATE	DESCRIPTION
1	1/13/17	PER 14.80C COMMENTS

UPPHAM INC
 CIVIL ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE
 265 KENILWORTH AVENUE • ORMOND BEACH • FLORIDA 32174
 VOICE: 386.673.9515 • FAX: 386.673.6554 • LC # 0000357
 LB # 0003612
 10101 PARKWAY, SUITE 200
 ORLANDO, FLORIDA 32835
 (407) 241-1111
 www.upphaminc.com

BENTON HOUSE
 CONCEPTUAL DEVELOPMENT PLAN
 812 AIRPORT ROAD
 PORT ORANGE, FLORIDA
 PROJECT No. 17-00000000-0000
 DATE: DECEMBER 18, 2016
 DESIGNED BY: [blank]
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 SCALE: AS SHOWN
 SHEET NUMBER: 2



SITE PLAN LAYOUT SUBJECT TO FINAL CONSTRUCTION DRAWINGS

ABBREVIATIONS / LEGEND:

FOUND	COUNTY ROAD
ELEVATION	DESCRIPTION OR DEED
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	
FLORIDA DEPARTMENT OF TRANSPORTATION	
FEDERAL EMERGENCY MANAGEMENT AGENCY	
FLOOD INSURANCE RATE MAP	
FLORIDA	
FUTURE RECORDED PLAT	

THIS MAP IS NEITHER FULL NOR
COMPLETE WITHOUT THE REPORT

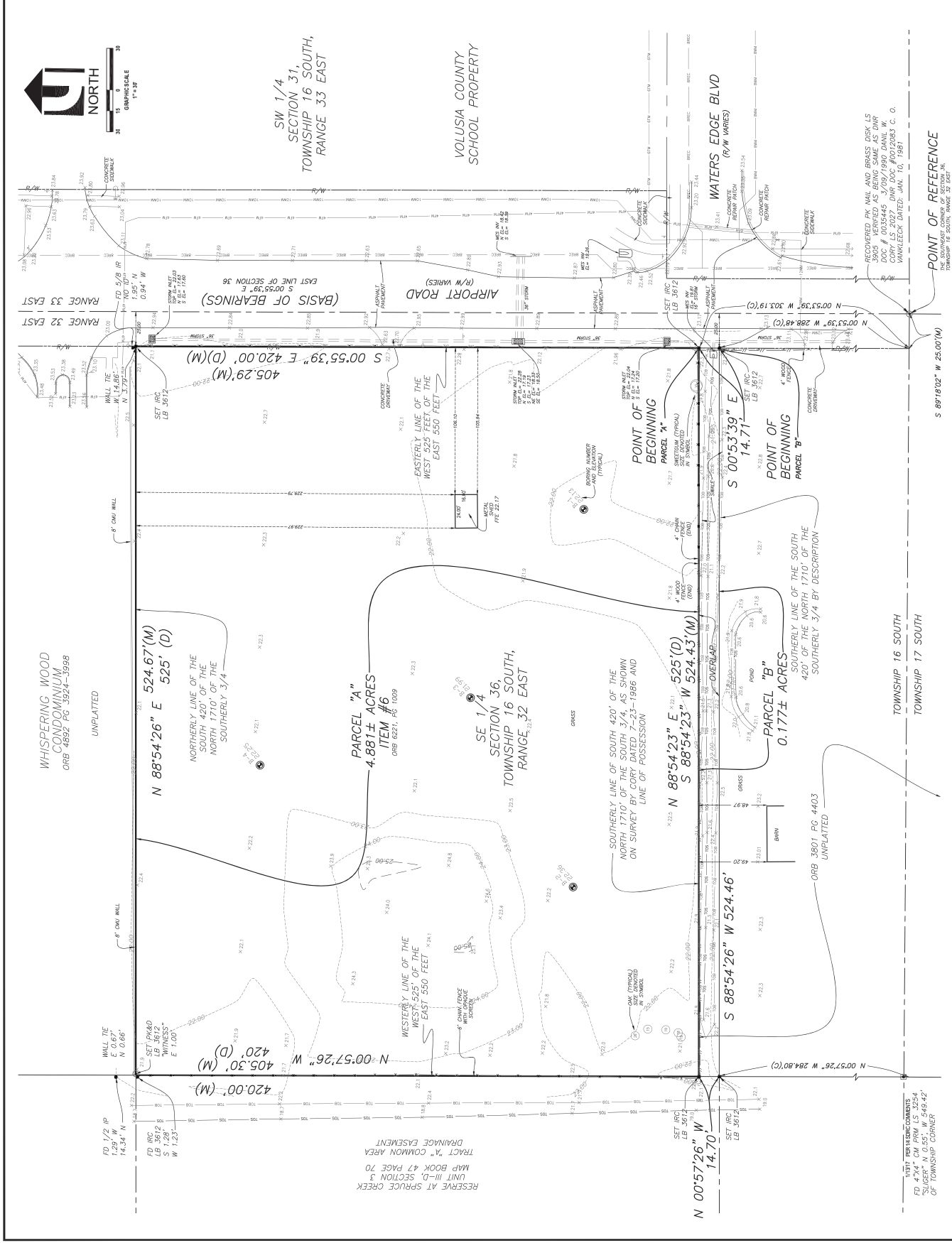
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Voice: 386.672.9515 • Fax: 386.673.6564 • upphamz.com
LB # 00039612 • LC # 00003937

SURVEY
MAP

SEE SHEET 6
FOR SURVEYOR
SIGNATURE

[illegible]





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/02/2017

Consent item: No

SUBJECT: (G18) Second Reading - Ordinance No. 2017-10 – Rezoning/6080
Deerfeed Trail, Case No. 17-60000001

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-10, to rezone ± 0.77 acres from Flood plain-conservation (F-C) to Rural Residential (RR).

SUMMARY: Planning Commission Action (3/23/17): Recommended Approval

The proposed rezoning would change the subject area from Flood plain-conservation (F-C) to Rural Residential (RR) for ± 0.77 -acres (amendment area) of an overall ± 1 -acre property. The remaining ± 0.23 -acres are not included in the proposed rezoning amendment and would retain the current Flood plain-conservation (F-C) zoning designation to maintain the required 50' Spruce Creek Environmental Corridor buffer.

The property was annexed into the City in 1984 and a building permit was issued in 1985 for the construction of the single-family home that was completed in 1986. On the 1985 zoning map (and all subsequent maps), the subject property is zoned "F-C". According to the Volusia County Property Appraisers website, the property is designated as a single-family lot. However, single-family homes are not a permitted use in the "F-C" zoning district. Due to the more than 30-year time lapse since the building permit was issued, staff has not been able to identify any information regarding how the subject home was permitted in the "F-C" zoning district.

In January 2017, a building permit was proposed to be submitted to construct a ± 363 -square foot addition onto the existing single-family home. That is when the non-conforming use of land was identified. Because the current zoning (F-C) of the property does not allow single-family homes as a permitted-use, the proposed addition cannot be approved because it would expand a non-conforming use. For the addition to the single-family home to be approved, the property must be rezoned from Flood plain-conservation (F-C) to a district that permits single-family homes.

Staff has prepared the subject administrative rezoning application in order to correct this longstanding inconsistency, so that the subject property will have a zoning consistent with the Comprehensive Plan Future Land Use designation and its long-term use as a single-family home since the mid-1980's. The staff report is attached for more information.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-10	Ord. No. 2017-10.pdf
2.	Staff Report	6080 Deerfeed Tr_ administrative rezoning staff report.pdf

Robin FenwickCreated/Initiated - 04/11/2017

ORDINANCE NO. 2017-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ± 0.77 ACRES LOCATED AT 6080 DEERFEED TRAIL FROM FLOOD PLAIN-CONSERVATION (F-C) TO RURAL RESIDENTIAL (RR); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property to be rezoned consists of approximately ± 0.77 acres located at 6080 Deerfeed Trail from Flood Plain-Conservation (F-C) to Rural Residential (RR); and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission recommended approval of the proposed rezoning;

WHEREAS, the City Council has approved by majority vote of the members present the rezoning of the described property; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby rezone the following described property from Flood Plain-Conservation (F-C) to Rural Residential (RR).

Section 2. The property rezoned consists of approximately ± 0.77 acres located at 6080 Deerfeed Trail, more particularly described in **Exhibit "1"**, attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classification for the area as hereby rezoned as shown on **Exhibit "2"** attached hereto.

Section 4. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the ____ day of _____, 2017

Passed and adopted on second and final reading on the ____ day of _____,
2017.

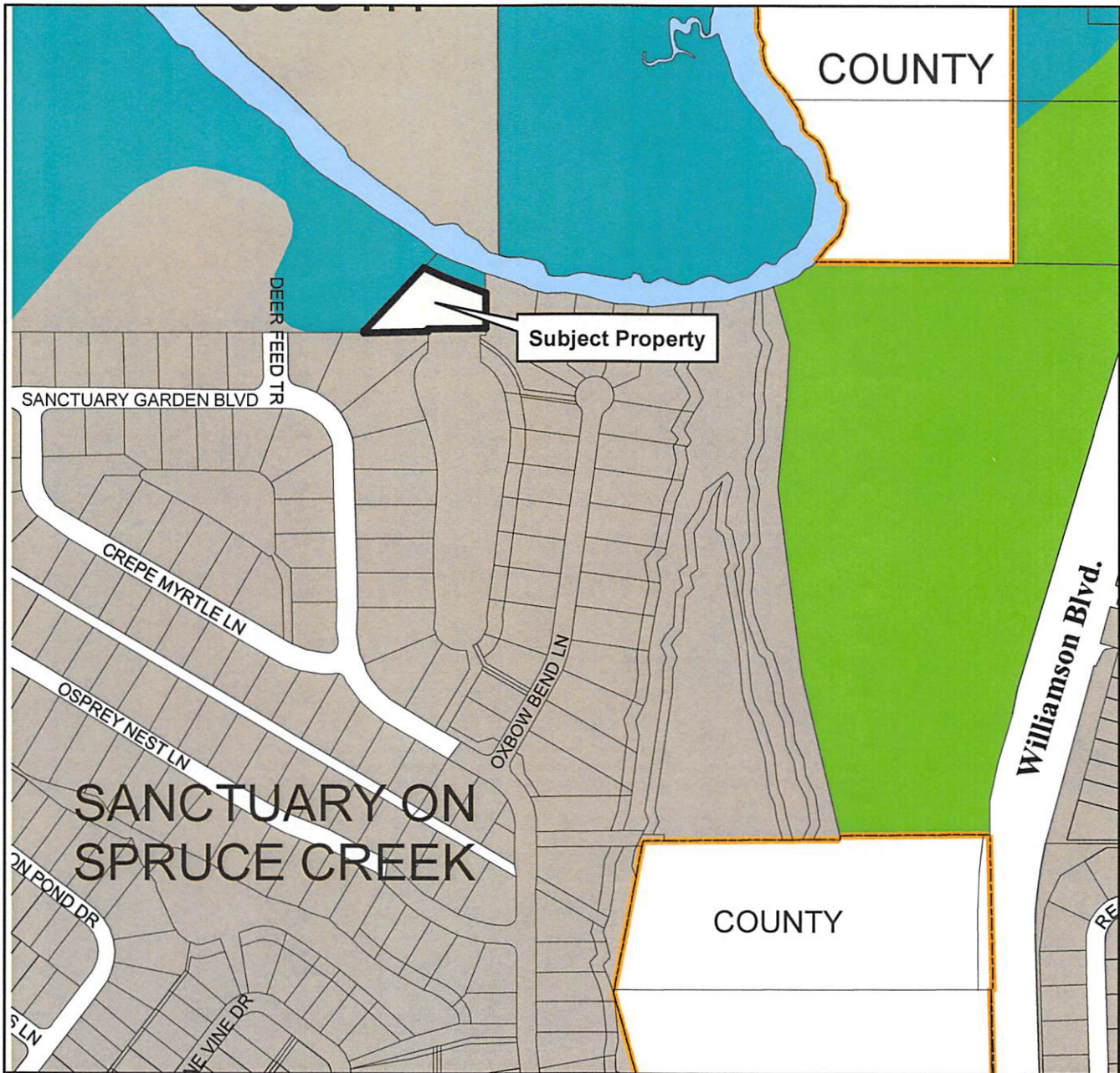
Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit "1"

Legal Description

A portion of Section 30, Township 16 South, Range 33 East, Volusia County Florida, more particularly described as follows: From the Southwest corner of the Northeast 1/4 of said Section 30, run S 88° 31' 13" E along the South line of said Northeast 1/4 a distance of 937.99 feet to the Point of Beginning; thence continue S 88° 31' 13" E a distance of 337.00 feet; thence N 1° 13' 39" E a distance of 160.00 feet, more or less to the South bank of Spruce Creek, thence run Northwesterly along the South bank of said Spruce Creek a distance of 125.00 feet, more or less; thence departing said South bank, run S 48° 42' 45" W a distance of 297.84 feet more or less to the Point Beginning, Public Records Volusia County, Florida, LESS THAN AND EXCEPT the FIFTY (50) foot buffer from top of the Spruce Creek Bank inward for purposes of maintaining the Spruce Creek Environmental Corridor buffer as required by the City of Port Orange Land Development Code.

Exhibit "2"



Zoning Classification

 F-C Flood Plain-Conservation	 PUD Planned Unit Development
 RR Rural Residential	 A Agriculture



Zoning
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT

REZONING/6080 Deerfeed Trail

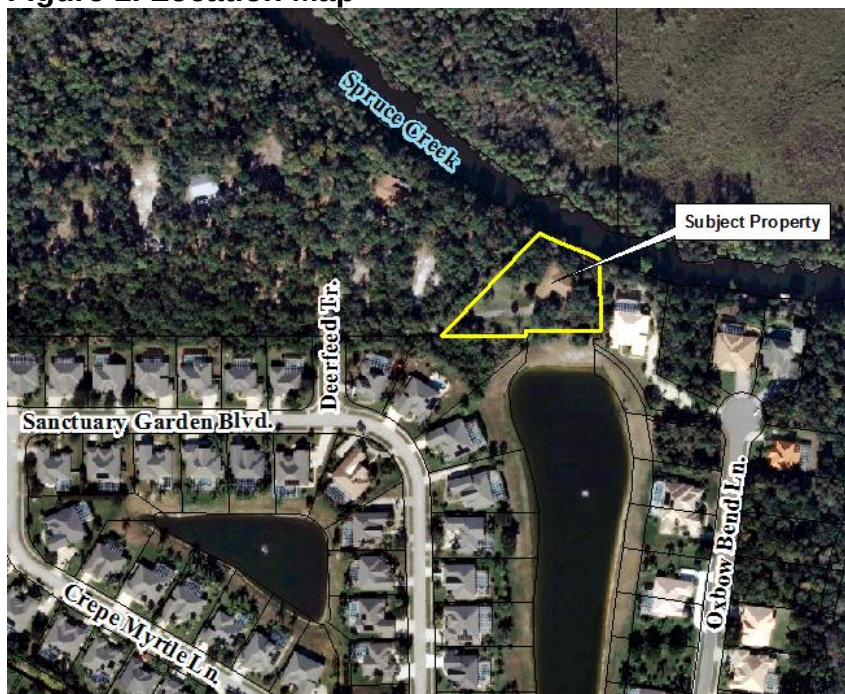
CASE NO. 17-60000001

REQUEST:	Rezone ± 0.77 -acres from Flood plain-conservation (F-C) to Rural Residential (RR)
OWNER:	Michael Callahan
APPLICANT:	City of Port Orange
LOCATION:	6080 Deerfeed Trail
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
PLANNING COMMISSION:	Recommended Approval
CITY COUNCIL:	April 18, 2017

OVERVIEW

The proposed rezoning would change the subject area from Flood plain-conservation (F-C) to Rural Residential (RR) for ± 0.77 -acres (amendment area) of an overall ± 1 -acre property. The remaining ± 0.23 -acres are not included in the proposed rezoning amendment and would retain the current Flood plain-conservation (F-C) zoning designation to maintain the required 50' Spruce Creek Environmental Corridor buffer. According to the Land Development Code (LDC), a Spruce Creek Environmental Corridor buffer is to be established 50' beyond the top of the Spruce Creek bank to provide for the preservation of native vegetation and only water-dependent structures can be built within the buffer (e.g. docks).

Figure 1. Location Map



DISCUSSION

The overall ±1-acre property has a Suburban Residential Future Land Use, is currently zoned Flood plain-conservation (F-C), and is developed with a single-family home. The property was annexed into the City in 1984 and a building permit was issued in 1985 for the construction of the single-family home that was completed in 1986. On the 1985 zoning map (and all subsequent maps), the subject property is zoned "F-C". According to the Volusia County Property Appraisers website, the property is designated as a single-family lot. However, single-family homes are not a permitted use in the "F-C" zoning district. Due to the more than 30-year time lapse since the building permit was issued, staff has not been able to identify any information regarding how the subject home was permitted in the "F-C" zoning district. The inconsistent zoning of the property had not been identified before now because the property owner had not requested any other building permits until now.

In January 2017, a building permit was proposed to be submitted to construct a ±363-square foot addition onto the existing single-family home. That is when the non-conforming use of land was identified. Because the current zoning (F-C) of the property does not allow single-family homes as a permitted-use, the proposed addition cannot be approved because it would expand a non-conforming use. For the addition to the single-family home to be approved, the property must be rezoned from Flood plain-conservation (F-C) to a district that permits single-family homes.

Staff has prepared the subject administrative rezoning application in order to correct this longstanding inconsistency, so that the subject property will have a zoning consistent with the Comprehensive Plan Future Land Use designation and its long-term use as a single-family home since the mid-1980's.

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 5 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and the surrounding land uses and zoning.

COMPATIBILITY WITH SURROUNDING USES AND ZONING

The Rural Residential (RR) zoning district is intended to provide low-density residential development in those areas only suitable for such development due to their location adjacent to agricultural areas, environmentally sensitive areas, or existing large lot residential development; or in those areas that, due to their inaccessibility from adequate urban services, fail to justify higher densities.

The property is currently developed with a single-family home. Located to the east and south of the subject property is the existing Sanctuary on Spruce Creek residential subdivision with various sized single-family lots ranging from 6,000 to 8,000 sq.ft. and to the west is the Russell Property that is owned by the City. Located to the north of the property is Spruce Creek. The table below summarizes the land use and zoning of the adjacent properties and the Future Land Use and zoning maps are attached (Exhibit A and B).

Table 1. Surrounding Land Use & Zoning

Direction	Existing Land Use	Zoning District
North	Spruce Creek, Open Space	Planned Unit development (Summer Trees)
South	Single-family	Planned Unit development (Sanctuary on Spruce Creek)
East	Single-family	Planned Unit development (Sanctuary on Spruce Creek)
West	Public (Russell Property)	Flood plain-conservation (F-C)

CONSISTENCY WITH COMPREHENSIVE PLAN

The proposed Rural Residential (RR) zoning district is considered compatible with the Suburban Residential Future Land Use designation. The Suburban Residential designation is generally characterized by detached or attached single-family homes on lots one quarter-acre in size or more. Based on compatibility with adjacent zoning districts and availability of infrastructure, staff believes that the existing use (single-family home) and requested zoning are appropriate at this location and consistent with existing land use designation.

RECOMMENDATION

Staff recommends approval of the request to rezone ±0.77 acres located at 6080 Deerfeed Trail from Flood plain-conservation (F-C) to Rural Residential (RR).

ATTACHMENTS

1. Exhibit A - Current and Proposed Zoning Map
2. Exhibit B - Future Land Use Map

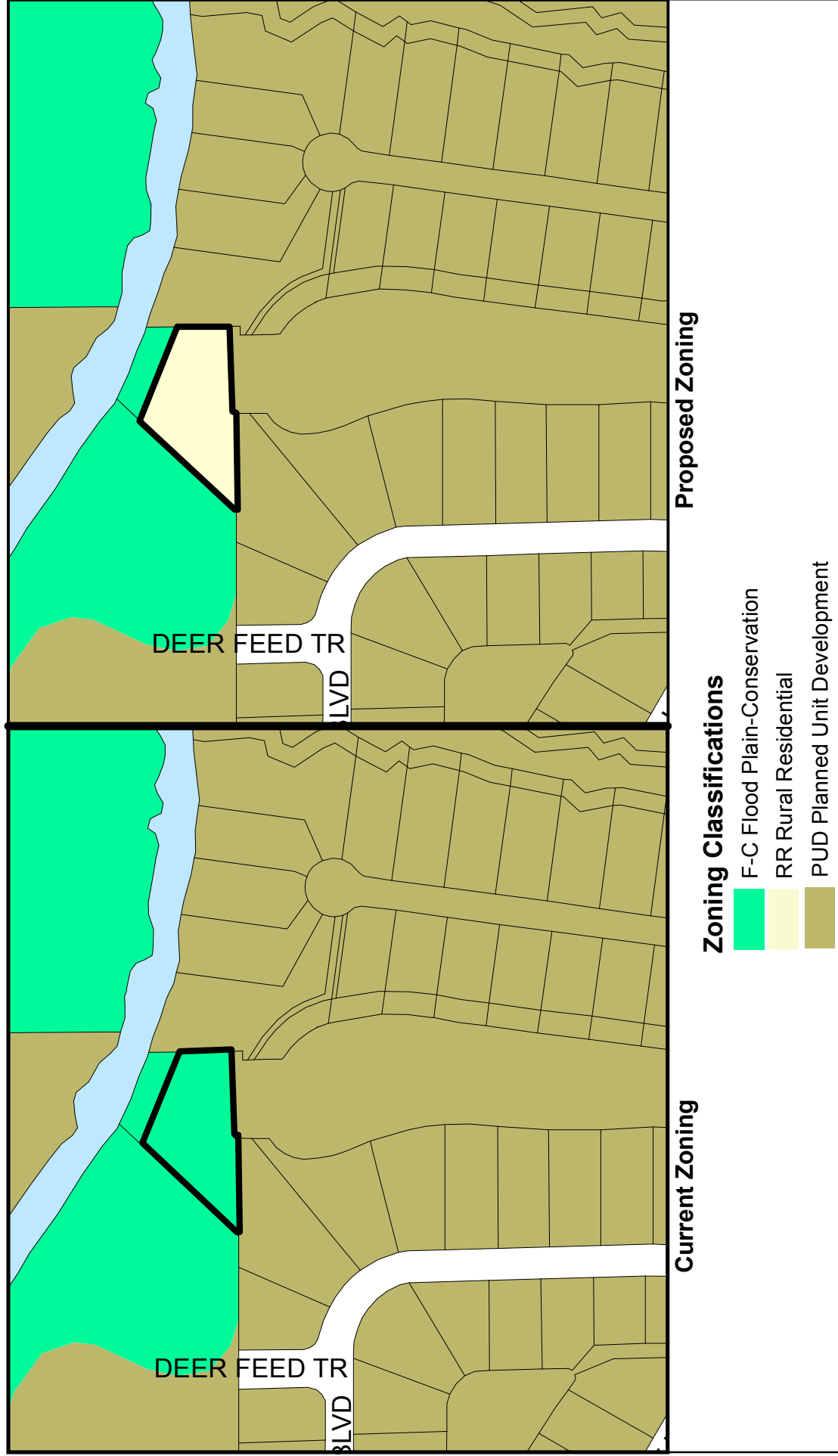
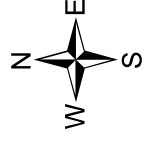


Exhibit A - Zoning

DEPARTMENT OF COMMUNITY DEVELOPMENT



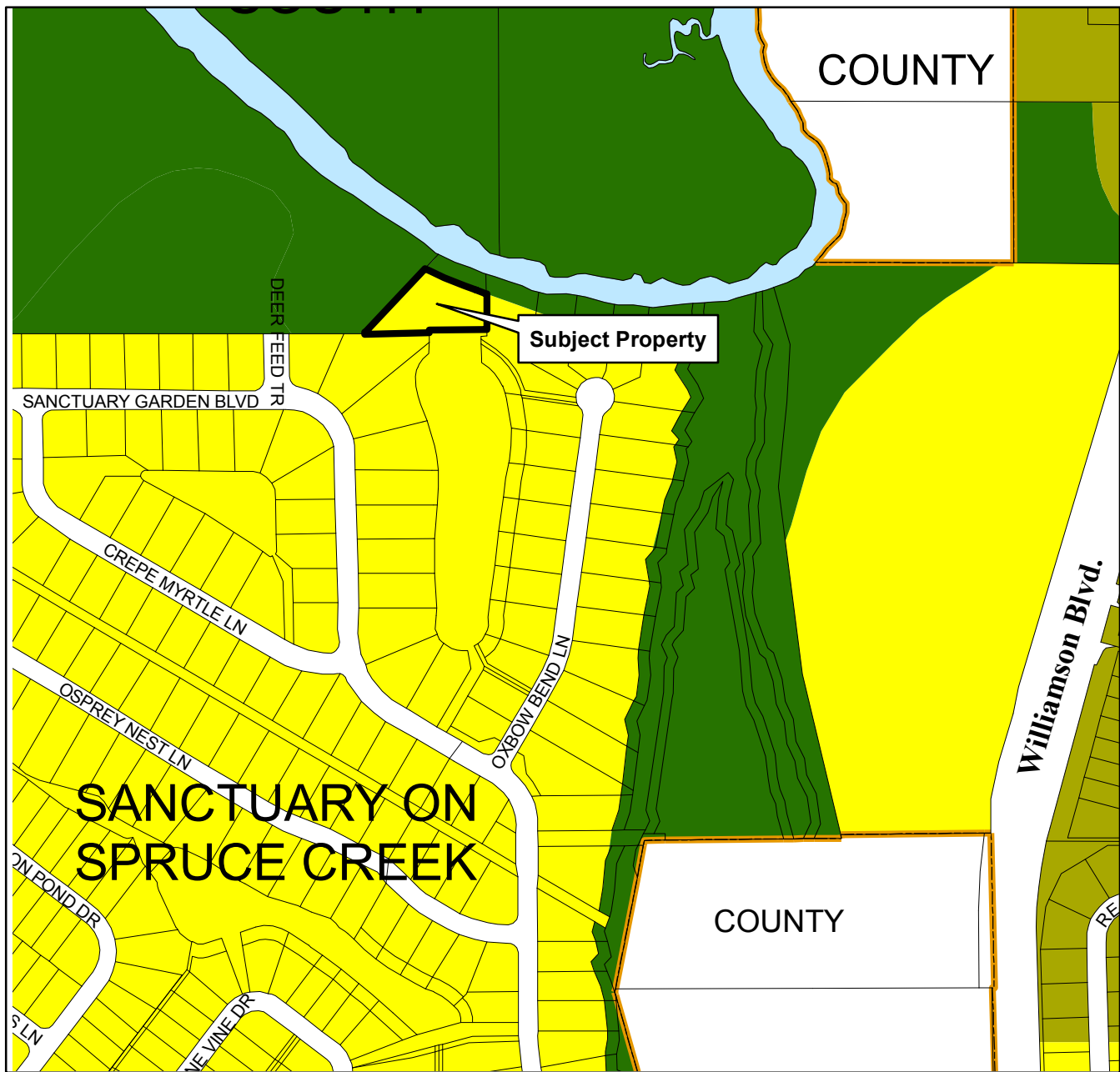
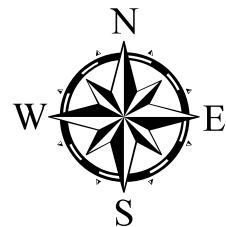


Exhibit B - Future Land Use **CITY OF PORT ORANGE** DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/02/2017

Consent item: No

SUBJECT: (G19) First Reading - Ordinance No. 2017-16 - LDC Amendments/Chapters 2, 12, 16, 17, and and 18 - Tattoo Establishments, Case No. 17-25000001

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance 2017-16, amending Chapters 2, 12, 16, 17, and 18 of the Land Development Code relating to Tattoo Establishments.

SUMMARY: Planning Commission Action: March 23, 2017 - Recommended Approval

In December 2015, the United States Court of Appeals for the Eleventh Circuit ruled that tattooing is a First Amendment-protected act of artistic expression (Buehrle vs City of Key West). The Eleventh Circuit recited the standard for regulating protected artistic expression as follows: 1) the regulation must be justified without reference to the content of the regulated speech (i.e. content neutral); 2) the regulation must be narrowly tailored to serve a significant governmental interest; and 3) the regulation must also leave open ample alternate channels for communication of the information. The Eleventh Circuit found that Key West had not met its burden to demonstrate that it had a reasonable basis for believing that its regulation would further its legitimate interests of preserving aesthetics and encouraging tourism through pre-enactment evidence such as its own findings, evidence gathered by other localities, or evidence described in a judicial opinion.

In October 2016, City Council approved a 9-month moratorium on uses related to tattoo parlors in order to provide time to review existing regulations in the Land Development Code (LDC) related to tattooing and develop possible amendments if necessary to comply with the latest ruling from the Eleventh Circuit.

Currently, a tattoo parlor is not permitted by right in any of the City's zoning districts and only allowed in the Highway Commercial (HC) and Ridgewood Development (RD) zoning districts through approval of a Special Exception reviewed by the Planning Commission and approved by the City Council. According to the LDC, a Special Exception is a use that would not be appropriate without restriction, but if controlled as to number, area, location or relation to the surrounding area, would promote the public health, safety, and general welfare.

The proposed LDC amendment would make tattoo establishments a permitted use in the Highway Commercial (HC), Ridgewood Development (RD), Interchange Commercial (ICD), and Planned Commercial-Agricultural (PC-A) Workplace zoning districts (Exhibit A) and update the regulations related to tattooing to comply with the

latest ruling by the Eleventh Circuit:

1. Clearly defining tattoo establishment. The use is not currently defined in the LDC;
2. Updating the existing definition in the LDC for personal service use to allow the application of cosmetic permanent eye makeup and clarify that use is not equivalent to tattooing;
3. Removing tattoo parlor as a Special Exception use in the Highway Commercial (HC) and Ridgewood Development (RD) zoning districts;
4. Removing tattoo parlor as a prohibited use in the Planned Community-Agricultural (PC-A) zoning district;
5. Adding tattoo establishment as a permitted use in the Highway Commercial (HC), Interchange Commercial District (ICD), Ridgewood Development (RD) zoning districts;
6. Adding tattoo establishment to the list of prohibited home occupations;
7. Adding a parking requirement of 1 space per 200 square feet for a tattoo establishment.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Staff Report - Tattoo Establishments.pdf
2.	Ordinance No. 2017-16	Tattoo Ord.pdf

Melanie Schmotzer	Created/Initiated - 04/13/2017
Tim Burman	Approved - 04/13/2017
Wayne Clark	Approved - 04/13/2017
Matthew Jones	Approved - 04/18/2017
Jake Johansson	Approved - 04/19/2017
Robin Fenwick	Final Approval - 04/20/2017



STAFF REPORT

Case No. 17-25000001

LDC Amendment/Chapters 2, 12, 16, 17, and 18 – Tattoo Establishments

REQUEST:

To amend Chapter 2 of the Land Development Code (LDC) to add definition for tattoo establishment and update the definition for personal service; amend Chapter 12 to add a parking requirement for tattoo establishment; amend Chapter 16 to add tattoo establishment to the list of prohibited home occupations; amend Chapter 17 of the LDC to add tattoo establishment as a permitted use in the Highway Commercial, Ridgewood Development, and Interchange Commercial zoning districts, remove tattoo parlor as a prohibited use in the Planned Community-Agricultural (PC-A) zoning district, and remove tattoo parlor as a Special Exception use in the Highway Commercial and Ridgewood Development zoning districts; and amend Chapter 18 of the LDC to remove Special Exception requirements for a tattoo parlor use.

PLANNING COMMISSION

RECOMMENDATION: Approval

STAFF RECOMMENDATION: Approval

STAFF CONTACT: Tim Burman, Planner Manager (386) 506-5675

CITY COUNCIL DATE: May 2, 2017

BACKGROUND:

In December 2015, the United States Court of Appeals for the Eleventh Circuit ruled that tattooing is a First Amendment-protected act of artistic expression (Buehrle vs City of Key West). The Eleventh Circuit recited the standard for regulating protected artistic expression as follows: 1) the regulation must be justified without reference to the content of the regulated speech (i.e. content neutral); 2) the regulation must be narrowly tailored to serve a significant governmental interest; and 3) the regulation must also leave open ample alternate channels for communication of the information. The Eleventh Circuit found that Key West had not met its burden to demonstrate that it had a reasonable basis for believing that its regulation would further its legitimate interests of preserving aesthetics and encouraging tourism through pre-enactment evidence such as its own findings, evidence gathered by other localities, or evidence described in a judicial opinion.

Currently, a tattoo parlor is not permitted by right in any of the City's zoning districts and only allowed in the Highway Commercial (HC) and Ridgewood Development (RD) zoning districts through approval of a special exception reviewed by the Planning Commission and approved by the City Council. According to the LDC, a Special Exception is a use that would not be appropriate without restriction, but if controlled as to number, area, location or relation to the surrounding area, would promote the public health, safety, and general welfare.

In October 2016, a 9-month moratorium was approved on uses related to tattoo parlors in order to provide time to review existing regulations in the Land Development Code (LDC) related to tattooing and develop possible amendments if necessary to comply with the latest ruling from the Eleventh Circuit.

The proposed LDC amendment would make tattoo establishments a permitted use in the Highway Commercial (HC), Ridgewood Development (RD), Interchange Commercial (ICD), and Planned Commercial-Agricultural (PC-A) Workplace¹ zoning districts (Exhibit A) and is based on the case law established by the Eleventh Circuit in Buehrle vs City of Key West. According to the Key West case, restricting the location of a tattoo establishment through a Special Exception requires evidence to justify that a tattoo establishment would cause blight, public safety problems, or harm to the public. At this time, Staff has not identified any evidence, study, or judicial decision to support controlling the number of tattoo establishments because of concerns that they could harm the health, safety, and general welfare of the public.

In Port Orange, a tattoo establishment is allowed as a Special Exception use in the Highway Commercial (HC) and Ridgewood Development (RD) zoning districts (Exhibit A). The current Special Exception use criteria in the Land Development Code (LDC) for a tattoo establishment limits the location in the RD and HC zoning districts for tattoo establishments.

1. The proposed site shall be at least 300 feet from a residential zone measured along right-of-way centerlines;
2. The proposed site shall be at least 1,000 feet from any other such use;
3. The proposed site shall be at least 300 feet from the nearest house of worship, school or child care center; and
4. Buffering shall be provided based on a land use intensity factor of eight.

The Eleventh Circuit's opinion originates from the denial of an application for a business license for a tattoo establishment in the historic district of Key West. The City of Key West denied the application based on the use being prohibited in that area. Tattoo establishments were only permitted in one district in the City as a "conditional use". The history of restriction on the use in Key West came from the belief that these establishments are inconsistent with the district's historic character, and Key West feared that, "rash tourists will obtain regrettable tattoos, leading to negative association with Key West," and that therefore, "permitting tattoo establishments will adversely affect tourism."

¹The PC-A Workplace zoning district allows the same permitted uses as those in the HC and ICD zoning districts

The Eleventh Circuit's opinion joined the Ninth Circuit's 2010 decision in Anderson vs City of Hermosa Beach, finding tattooing to be a protected form of artistic expression under the First Amendment. As set forth above, the *Eleventh Circuit* stated that a city ordinance limiting artistic expression is constitutional only if regulation is justified without reference to the content of the regulated speech, is narrowly tailored to serve a significant governmental interest, and leaves open ample alternative channels for communication of the information.

In this case, the Eleventh Circuit found that the City of Key West conducted no investigation, made no findings, supplied no evidence, and could point to no study or judicial decisions to support its claims of tattoo establishments negatively impacting tourism. The Eleventh Circuit found that the district court erred when it found that the City's ordinance met the reasonable time, place, and manner restriction on artistic expressions, and therefore reversed and remanded the lower court's grant of summary judgement.

DISCUSSION:

According to the American Planning Association's 2010 Planning Advisory Service (PAS) report on Regulating Contentious Commercial Uses, due to the puncturing of skin, tattoo parlors and body piercing studios tend to have heavy licensing regulations that focus on health and sanitation. These regulations may cover facilities, personnel, and operational practices to protect public health. In Florida, tattoo artists and tattoo establishments are regulated by the Florida Department of Health (DOH). The DOH requires licensure of tattoo artists and tattoo establishments along with educational requirements and standards of practice for conventional and cosmetic tattoo artists, and operational requirements for tattoo establishments. Prior to issuance or renewal of a City Business Tax to operate a tattoo establishment in Port Orange, an active license for the tattoo artist(s) and tattoo establishment from the Florida Department of Health is required. Notable provisions of state law include:

1. Minors are prohibited from receiving tattoos except 16 or 17-year old with parental consent and accompaniment;
2. Both tattoo artists and tattoo establishments must be licensed;
3. As part of licensure, a tattoo establishment must demonstrate that it complies with all applicable zoning codes;
4. A person may not tattoo the body of any human being in the state except at a properly licensed establishment; and
5. There are minimum education and training requirements for tattoo artists which include the study of blood-borne pathogens.

Currently there are two tattoo establishments with active business licenses operating in Port Orange. According to the Police Department, since January 2014 there have not been any calls concerning the two locations where general welfare of the public was in harm.

1. Hold Fast Tattoo & Body Piercing, located at 5153 S. Ridgewood Ave.
2. Chris Hawkins Creations, located at 5521 S. Ridgewood Ave., Unit #5

The development or redevelopment of a building/site for a tattoo establishment would be required to comply with all site development requirements listed in the LDC and Code of Ordinances, such as landscape buffers, screen wall, stormwater, water, sewer, and reclaim lines, parking, appearance of the building, signage, noise ordinance, and other site requirements, and are finalized with a site plan or building permit.

The City of Daytona Beach is also currently in the process of amending their LDC to comply with the Eleventh Circuit's ruling to expand the zoning districts where a tattoo establishment is a use permitted by right. Daytona Beach allows tattoo establishments in the Heavy Industrial (M-5) zoning district and has proposed to add it as a permitted use in the Business Automotive (BA) zoning district.

Proposed Amendments:

The proposed LDC amendment would make tattoo establishments a permitted use in the Highway Commercial (HC), Ridgewood Development (RD), Interchange Commercial (ICD), and Planned Commercial-Agricultural (PC-A) Workplace zoning districts (Exhibit A) and update the regulations related to tattooing to comply with the latest ruling by the Eleventh Circuit:

1. Clearly defining tattoo establishment. The use is not currently defined in the LDC;
2. Updating the existing definition in the LDC for personal service use to allow the application of cosmetic permanent eye makeup and clarify that use is not equivalent to tattooing;
3. Removing tattoo parlor as a Special Exception use in the Highway Commercial (HC) and Ridgewood Development (RD) zoning districts;
4. Removing tattoo parlor as a prohibited use in the Planned Community-Agricultural (PC-A) zoning district;
5. Adding tattoo establishment as a permitted use in the Highway Commercial (HC), Interchange Commercial District (ICD), Ridgewood Development (RD) zoning districts (Exhibit B and C);
6. Adding tattoo establishment to the list of prohibited home occupations;
7. Adding parking requirement of 1 space per 200 square feet for a tattoo establishment.

Proposed Definitions

Tattoo Establishment. An establishment whose principle business activity, either in terms of operation or as held out to the public, is the practice of placing of designs, letters, figures, symbols, or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration or alteration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin. This use does not include tattooing by licensed medical professional exclusively for medical or dental purposes, or the application of cosmetic permanent eye makeup as an accessory use of a personal services establishment.

Personal service. An establishment which provides for the care of a person or a person's apparel, and may include, but not be limited to, beauty/barber shop, nail

salon, tanning salon, application of cosmetic permanent eye makeup, laundry, dry cleaning (retail store), garment service, and shoe repair. This term shall not include pain management clinic or tattoo establishment.

RECOMMENDATION:

Approval of the amendments to Chapter 2, 12, 16, 17, and 18 of the Land Development Code regarding to uses related to tattoo establishments, is based on the case law established in the December 2015 decision of the U.S. Court of Appeals for the Eleventh Circuit in the Key West case.

ATTACHMENTS:

- Exhibit A – Overview Map of the areas zoned HC, ICD, RD, and PC-A
- Exhibit B – Location Map of the areas zoned HC and ICD
- Exhibit C – Location Map of the areas zoned PC-A and RD

ORDINANCE NO. 2017-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE FOLLOWING SECTIONS OF THE LAND DEVELOPMENT CODE: CHAPTER 2, SECTION 2, TO ADD A DEFINITION FOR "TATTOO ESTABLISHMENT" AND AMEND THE DEFINITION OF "PERSONAL SERVICE"; CHAPTER 12, SECTION 4, TO ESTABLISH PARKING REQUIREMENT FOR TATTOO ESTABLISHMENTS; CHAPTER 16, SECTION 2, TO PROHIBIT TATTOO ESTABLISHMENTS AS A HOME OCCUPATION; CHAPTER 17, SECTION 22, 22.5, AND 25, ADDING TATTOO ESTABLISHMENTS AS A PERMITTED USE IN THE HIGHWAY COMMERCIAL (HC), INTERCHANGE COMMERCIAL DEVELOPMENT (ICD), AND RIDGEWOOD DEVELOPMENT (RD) ZONING DISTRICTS, AND REMOVING TATTOO ESTABLISHMENTS AS A SPECIAL EXCEPTION USE IN THE RIDGEWOOD DEVELOPMENT (RD) AND HIGHWAY COMMERCIAL (HC) ZONING DISTRICTS; CHAPTER 17, SECTION 29, REMOVING TATTOO ESTABLISHMENTS AS A PROHIBITED USE IN THE PLANNED COMMUNITY-AGRICULTURAL (PC-A) ZONING DISTRICT; AND CHAPTER 18, SECTION 3, REMOVING THE SPECIAL REQUIREMENTS FOR TATTOO ESTABLISHMENTS AS A SPECIAL EXCEPTION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the United States Court of Appeals for the 11th Circuit has recently ruled that tattooing is an artistic expression that is protected by the First Amendment; and

WHEREAS, the City Council desires to amend its Land Development Code to ensure consistency and enforceability of its tattooing regulations under the newly established case law; and

WHEREAS, the City Council recognizes the Florida Department of Health's licensing and regulations applicable to tattooing professionals and establishments imposed to ensure that tattoos are applied in a clean and sterile environment; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (strikethrough) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 2, Section 2, of the City of Port Orange Land Development Code to add a definition for "Tattoo Establishment" and amend the definition for "Personal Service" as follows:

Section 2: - Definitions.

Tattoo establishment. An establishment whose principle business activity, either in terms of operation or as held out to the public, is the practice of placing of designs, letters, figures, symbols, or other marks upon or under the skin of any person, using ink or other substances that result in the permanent coloration or alteration of the skin by means of the use of needles or other instruments designed to contact or puncture the skin. This use does not include tattooing by licensed medical professional exclusively for medical or dental purposes, or the application of cosmetic permanent eye makeup as an accessory use of a personal services establishment.

Personal service. An establishment which provides for the care of a person or a person's apparel, and may include, but not be limited to, beauty/barber shop, nail salon, tanning salon, application of cosmetic permanent eye makeup, laundry, dry cleaning (retail store), garment service, and shoe repair. This term shall not include pain management clinic or tattoo establishment.

SECTION 2. The City Council of the City of Port Orange, Florida, hereby amends Chapter 12, Section 4 of the City of Port Orange Land Development Code to read as follows:

Section 4: - Parking.

(a) [Remains Unchanged]

(b) *Required off-street parking spaces.*

(1) – (5) [Remain Unchanged]

(6) *Matrix.*

Use	Minimum Off-Street Parking Requirement	Ratio of Full Size/ Compact Spaces	Required Bicycle Spaces
RESIDENTIAL [Remains Unchanged]			
COMMERCIAL			
Uses located in shopping centers (a)	1 space/250 square feet	75/25	.10 per required parking space
Auto wash (attendant service)	1 space/wash lane, plus 2 spaces for fuel operation	75/25	0
Bank	1 space/200 square feet	75/25	.10 per required parking space

Convenience store with or without fuel operations	1 space/200 square feet	75/25	6
Fleet-based services	1.5 spaces/ fleet vehicle, plus the required parking for square footage devoted to other uses	100/0	0
Hotel, motel and bed and breakfast inn	1 space/bedroom, plus .10 per required space for employees	75/25	0
Motor vehicle/boat sales	1 space/1,000 square feet inside showroom area, plus 1 space/3,000 square feet outdoor sales area	75/25	0
Motor vehicle repair facility	1 space/service bay, plus 2 spaces for fuel operation	75/25	0
Motor vehicle service center:			
Quick oil change	2 spaces/service bay	75/25	0
Motor vehicle service station	3 spaces/service bay, plus 2 spaces for fuel operation	75/25	0
Motor vehicle and boat storage facility	1 space/10 stalls, plus 1 space/employee at largest shift and 2 spaces if resident manager living quarters are provided	75/25	0
Personal services	1 space/150 square feet	75/25	.10 per required parking space

Restaurants:			
Type A	1 space/3 seats, plus 1 space/each 2 employees	75/25	.10 per required parking space
Type B	1 space/3 seats, plus 1 space/each 2 employees, plus required stacking	75/25	.25 per required parking space
<u>Tattoo Establishment</u>	<u>1 space/200 square feet</u>	<u>75/25</u>	<u>.10 per required parking space</u>

(c) – (d) [Remain Unchanged]

SECTION 3. The City Council of the City of Port Orange, Florida, hereby amends Chapter 16, Section 2 of the City of Port Orange Land Development Code to read as follows:

Section 2: - Home occupations.

(a) – (b) [Remains Unchanged]

(c) Prohibited home occupations.

(1) – (13) [Remain Unchanged]

(14) Tattoo establishment.

~~(14)~~(15) Any use not specifically permitted by chapter 16, section 2(b) above.

SECTION 4. The City Council of the City of Port Orange, Florida, hereby amends Chapter 17, Section 22 of the City of Port Orange Land Development Code to read as follows:

Section 22: - Highway commercial (HC) district.

- (a) *Purpose and intent.* The highway commercial (HC) district is intended to provide for highway oriented businesses, regional scale facilities, and those retail uses that are undesirable in close proximity to residential areas.
- (b) *Permitted uses.*
 - (1) – (34) [Remain Unchanged]
 - (35) Tattoo establishment.
 - ~~(35)~~(36) Theaters.
 - ~~(36)~~(37) Truck/trailer/automobile rental.
- (bb) [Remains Unchanged]
- (c) *Special exception uses (chapter 18, section 3).*
 - (1) Adult entertainment (subsection 1).
 - (2) Guyed and lattice communication towers. (subsection 25).
 - (3) Mini-warehouses (subsection 10).
 - (4) Motor vehicle repair facilities (subsection 13).
 - ~~(5) —Tattoo parlors (subsection 20).~~
- (d) [Remains Unchanged]

SECTION 5. The City Council of the City of Port Orange, Florida, hereby amends Chapter 17, Section 22.5 of the City of Port Orange Land Development Code to read as follows:

Section 22.5: - Interchange commercial development (ICD) district.

(a) *Purpose and intent.* The interchange commercial development (ICD) district is intended to provide for a variety of land uses designed to meet the commercial needs of the local community, traveling motorist, and businesses within the adjoining commercial/industrial areas. The district is designed to meet the following objectives:

- (1) Provide for land uses generally situated at interstate interchanges;
- (2) Provide for land uses necessary for the development of sub-regional commercial nodes which serve both Port Orange and surrounding communities;
- (3) Provide for land uses necessary to accommodate the neighborhood and community commercial needs of the nearby residential neighborhoods;
- (4) Provide for the establishment of employment centers which offer professional, technical and skilled opportunities in addition to service-related positions;
- (5) Provide for flexibility to accommodate mixed-use development; and
- (6) Provide for innovative site and building design.

(b) Permitted uses.

(1) – (22) [Remain Unchanged]

(23) Tattoo establishment.

~~(23)~~(24) Theaters.

~~(24)~~(25) Veterinary clinics.

(bb) – (d) [Remain Unchanged]

SECTION 6. The City Council of the City of Port Orange, Florida, hereby amends Chapter 17, Section 25 of the City of Port Orange Land Development Code to read as follows:

Section 25: - Ridgewood development (RD) district.

- (a) *Purpose and intent.* The Ridgewood Development District is designed to encourage the development and redevelopment, modernization, and beautification of the Ridgewood Avenue corridor, while maintaining its traffic capacity, and protecting the integrity of adjoining residential areas. It is intended to accommodate a mixture of office, commercial, warehouse/storage, and limited industrial uses based on a strategy for the corridor.

(1) – (37) [Remain Unchanged]

(38) Tattoo establishment.

~~(38)~~(39) Taxidermy.

~~(39)~~(40) Theaters.

~~(40)~~(41) Veterinary clinics.

~~(41)~~(42) Wholesalers and distributors.

~~(42)~~(43) Xerographic and offset printing.

(bb) [Remains Unchanged]

- (c) *Special exception uses (chapter 18, section 3).*

(1) – (10) [Remains Unchanged]

~~(11) —Tattoo parlors (subsection 20).~~

(d) – (h) [Remain Unchanged]

SECTION 7. The City Council of the City of Port Orange, Florida, hereby amends Chapter 17, Section 29 of the City of Port Orange Land Development Code to read as follows:

Section 29 Planned community—Agricultural (PC-A) district.

The following regulations are specifically intended to provide the zoning and development framework for the planned community-agricultural (PC-A) zoning district. This area is identified on the city's future land use map as planned community No. 1. The PC-A zoning district meets the locational criteria identified in section 28(b) above as well as in the future land use element of the city's comprehensive plan. The approved macro CDP for the PC-A zoning district is shown on Figure 17:1.

The entire PC-A zoning district is currently in agricultural use, and said agricultural use shall be allowed to continue as provided herein on an interim basis. The agricultural uses and restrictions are set forth in section 29(f) of this chapter.

(a) – (d) [Remain Unchanged]

(e) *Workplace district.*

- (1) *Purposes and intent.* The primary use of this district shall be for commercial and industrial purposes; however, some multifamily residential uses may be permitted nearby employment centers and commercial development that serves the general and specialized shopping needs and services of the residents, pursuant to the conditions provided by subsection 2(c) below. Although development in this district is expected to provide a regional employment base and cater to the local and regional market, there shall also be a link between the various uses within the district and other districts, especially the west town center district and the community district, and the adjacent regional commercial node.
- (2) *Permitted uses.* The macro CDP recognizes two primary categories of uses in the workplace district: commercial and office/industrial; however, multifamily residential may be incorporated into the workplace district as detailed in subsection (c) below.

(a) *Commercial.*

(1) – (3) [Remain Unchanged]

(4) Prohibited uses. Adult entertainment uses and ~~tattoo parlors~~ shall be prohibited.

SECTION 8. The City Council of the City of Port Orange, Florida, hereby amends Chapter 18, Section 3 of the City of Port Orange Land Development Code to read as follows:

Section 3: - Special requirements for special exception uses.

(a) *In general.* For those special exception uses listed below, the following special requirements shall apply in addition to those described in section 2(d) above.

(b) *Special requirements.*

(1) – (19) [Remain Unchanged]

(20) ~~Tattoo parlors (HC, RD).~~ Reserved.

~~(a) — The proposed site shall be at least 300 feet from a residential zone measured along right-of-way centerlines.~~

~~(b) — The proposed site shall be at least 1,000 feet from any other such use.~~

~~(c) — The proposed site shall be at least 300 feet from the nearest house of worship, school or child care center.~~

~~(d) — Buffering shall be provided based on a land use intensity factor of eight.~~

(20.5) – (25) [Remain Unchanged]

SECTION 9. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 10. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance...

SECTION 11. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 12. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____

Passed and adopted on second and final reading on the day of _____

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/02/2017

Consent item: No

SUBJECT: (G20) First Reading - Ordinance No. 2017-17 - LDC Amendments/Chapters 12, 17, and 18 - Adult Entertainment Establishments, Case No. 17-25000002

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve Ordinance 2017-17, amending Chapters 12, 17, and 18 of the Land Development Code relating to Adult Entertainment Establishments.

SUMMARY: Planning Commission Action: March 23, 2017 - Recommended Approval

In June 2016, a 12-month moratorium was approved for adult entertainment establishment uses in order to provide time to review existing regulations in the LDC related to adult entertainment establishments and, if necessary, to develop amendments to maintain reasonable and uniform regulations that protect the health, safety and general welfare of the residents of Port Orange. The Land Development Code (LDC) defines adult entertainment establishment as an adult theater, adult bookstore or adult performance establishment, operated for commercial or pecuniary gain.

The federal courts, including the United States Supreme Court, have determined that adult entertainment establishments are engaged in conduct that is protected under the First Amendment to the Constitution of the United States, and that local governments cannot adopt regulations that prohibit protected activity. As providers of protected First Amendment activity, the courts have uniformly ruled that these types of adult entertainment establishments cannot be prohibited, but the use can be regulated. Regulations may include restrictions regarding where and how adult entertainment establishments may operate, but the designated sites must be reasonable in number and location to allow adult entertainment establishments to operate and engage in protected activities.

In Port Orange, adult entertainment establishments are not permitted by right in any of the City's zoning districts and are currently allowed as a Special Exception use in the Highway Commercial (HC) zoning district, or subject to City Council approval of a Master Development Agreement in a Planned Commercial Development (PCD) zoning district.

When the Special Exception use criteria in the LDC for adult entertainment establishments is applied to all the lots currently zoned HC, there are no lots in the HC zoning district available to operate an adult entertainment establishment. Therefore, the

current requirements in the LDC may prohibit the use from operating within the City. When the adult entertainment establishments ordinance was updated in 1996, there were eligible areas in the City zoned HC, but over the last 20 years, a majority of these areas have been rezoned to Planned Commercial Development (PCD). The proposed LDC amendment updates the zoning districts where the use would be allowed as a Special Exception, and maintains the existing Special Exception criteria currently in the LDC for this use.

The proposed ordinance is content neutral under the Renton standard established by the United States Supreme Court in the County of Renton v. Playtime Theaters, Inc., because it is designed to further the City's purposes and goals in limiting and preventing the secondary effects associated with adult entertainment establishment. These adverse secondary effects include: urban blight; increased crime; decreased property values; reduced retail trade; prostitution; and illegal drug transactions.

The proposed amendments are intended to update the regulations in the LDC related to adult entertainment establishments to comply with the First Amendment rights that the courts have uniformly ruled cannot be prohibited:

- a. Remove all references to adult entertainment establishment as a Special Exception use in the HC zoning district and all associated requirements;
- b. Add adult entertainment establishment as a Special Exception use in the Commercial Industrial (CI) zoning district;
- c. Add the Special Exception criteria currently in the LDC for this use and update the requirement for measuring the Special Exception separation distance between an adult entertainment use and a preexisting adult entertainment use, preexisting house of worship, school, park, child care center, or establishment dealing in alcoholic beverages; and
- d. Add parking requirements for adult entertainment establishment use.

Staff report is attached for more information.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2017-17	.pdf
2.	Staff Report	Staff Report - Adult Entertainment Establishments.pdf

Melanie Schmotzer
Tim Burman
Wayne Clark
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 04/13/2017
Approved - 04/13/2017
Approved - 04/13/2017
Approved - 04/18/2017
Approved - 04/19/2017
Final Approval - 04/20/2017

ORDINANCE NO. 2017-17

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE FOLLOWING SECTIONS OF THE LAND DEVELOPMENT CODE: CHAPTER 12, SECTION 4, TO ADD "ADULT THEATER OR ADULT PERFORMANCE" PARKING REQUIREMENT; CHAPTER 17, SECTION 22, TO REMOVE ADULT ENTERTAINMENT FROM THE LIST OF SPECIAL EXCEPTION USES IN THE HIGHWAY COMMERCIAL (HC) ZONING DISTRICT; CHAPTER 17, SECTION 23, ADDING ADULT ENTERTAINMENT AS A SPECIAL EXCEPTION USE IN THE COMMERCIAL INDUSTRIAL (CI) ZONING DISTRICT; AND CHAPTER 18, SECTION 23, TO SPECIFY MEASUREMENT OF SEPARATION REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds it necessary to make the following amendments to ensure the continued enforceability of its adult entertainment regulations; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 12, Section 4, of the City of Port Orange Land Development Code to read as follows:

Chapter 12 - ROADS AND VEHICULAR USE AREAS**Section 4: - Parking.**

(a) [Remains Unchanged]

(b) *Required off-street parking spaces.*

(1) – (5) [Remain Unchanged]

(6) *Matrix.*

Use	Minimum Off-Street Parking Requirement	Ratio of Full Size/ Compact Spaces	Required Bicycle Spaces
RESIDENTIAL [Remains Unchanged]			
COMMERCIAL [Remains Unchanged]			
RETAIL			
Furniture and appliance	1 space/500 square feet	75/25	.05 per required parking space
General	1 space/200 square feet	75/25	.10 per required parking space
Grocery and drug	1 space/200 square feet	75/25	.10 per required parking space
Home building supplies	1 space/250 square feet of gross floor area for retail sales, plus 1 space/1,000 square feet of area devoted to bulk storage of building and landscape materials	75/25	0
Medical	1 space/200 square feet	75/25	.05 per

marijuana dispensary			required parking space
Nurseries and garden supplies	1 space/250 square feet of gross floor area for retail sales, plus 1 space/1,000 square feet of area devoted to bulk storage of building and landscape materials	75/25	0
Video rentals	1 space/250 square feet	75/25	.25 per required parking space
NOTES:			
(a) Required parking in shopping centers shall be 1 space/250 square feet of area, <u>excluding adult entainment uses</u> , movie theaters, grocery stores, drug stores, convenience stores and health/exercise clubs. The required parking for these uses within shopping centers shall be as stated for each use herein.			
OFFICE [Remains Unchanged]			
INSTITUTIONAL [Remains Unchanged]			
EDUCATIONAL [Remains Unchanged]			
INDUSTRIAL [Remains Unchanged]			
ENTERTAINMENT AND RECREATION			
Bars, lounges and nightclubs	1 space/3 seats, plus 1 space/employee on largest shift	75/25	0
<u>Adult theater or Adult performance (See adult entertainment establishment definition)</u>	<u>1 space /180 square-feet, plus 1 space/employee on largest shift.</u>	<u>75/25</u>	<u>0</u>
Bowling alleys and pool halls	4 spaces/alley, plus 2 spaces/pool table, plus required parking for other uses on the site	75/25	.20 per required parking space
Commercial stables	1 space/5 horses boarded on-site	75/25	0
Golf:			

Driving range	1 space/tee, plus required parking for any other uses on the site	75/25	0
Miniature	3 spaces/hole, plus required parking for any other uses on the site	75/25	.10 per required parking space
Regulation course	6 spaces/hole, plus required parking for any other uses on the site	75/25	0
Health/exercise clubs	1 space/100 square feet of public floor area (swimming pool will be counted as floor area)	75/25	.20 per required parking space
Marinas:			
Commercial	To be determined based on traffic impact analysis, plus required parking for other uses on site	75/25	0
Recreational	1 space/boat slip plus 10 boat trailer spaces/boat ramp, plus required parking for other uses on the site	75/25	0
Movie theaters	1 space/3 seats, plus 5 spaces for employees	75/25	.10 per required parking space
Skating rinks	1 space/100 square feet of public floor area	75/25	.20 per required parking space
Tennis, handball and racquetball facilities	3 spaces/court, plus required parking for other uses on the site	75/25	.20 per required parking space
Video arcades, gamerooms	1 space/200 square feet	75/25	.20 per required parking space

(c) – (d) [Remain Unchanged]

SECTION 2. The City Council of the City of Port Orange, Florida, hereby amends Chapter 17, Section 22 of the City of Port Orange Land Development Code to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS

Section 22: - Highway commercial (HC) district.

(a) – (bb) [Remain Unchanged]

(c) *Special exception uses (chapter 18, section 3).*

~~(1) Adult entertainment (subsection 1).~~

[renumber remaining special exception uses]

SECTION 3. The City Council of the City of Port Orange, Florida, hereby amends Chapter 17, Section 23 of the City of Port Orange Land Development Code to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS

Section 23: - Community industrial (CI) district.

(a) – (c) [Remain unchanged]

(d) *Special exception uses (chapter 18, section 3).*

(1) Adult entertainment (subsection 1)

[renumber remaining special exception uses]

SECTION 4. The City Council of the City of Port Orange, Florida, hereby amends Chapter 18, Section 3 of the City of Port Orange Land Development Code to read as follows:

Chapter 18 - CONDITIONAL USES, SPECIAL EXCEPTIONS AND PERMITTED USES WITH SPECIAL DEVELOPMENT REQUIREMENTS

Section 3: - Special Requirement for special exception uses.

- (a) In general. For those special exception uses listed below, the following special requirements shall apply in addition to those described in section 2(d) above.
- (b) *Special requirements.*
 - (1) *Adult entertainment (~~HC~~ CI).* The following special requirements are based on the findings of facts and intended to accomplish for the purpose set forth in Section 1 of Ordinance No. 1997-26.
 - (a) The proposed site shall be at least 500 feet from any residentially-zoned property, including planned unit developments.
 - (b) The proposed site shall be at least 1,000 feet from any preexisting adult entertainment use.
 - (c) The proposed site shall be at least 1,000 feet from any preexisting house of worship, school, park or child care center.
 - (d) The proposed site shall be at least 300 feet from any preexisting establishment dealing in alcoholic beverages, as defined in Ordinance No. 1997-26, for on-premises consumption.
 - (e) For the purposes of measuring separation distances, the measurement shall be taken from the nearest property line with a proposed adult entertainment establishment use to the nearest property line of the parcel from which a separation requirement is provided.
 - (e f) Buffering shall be provided based on a land use intensity factor of nine.

SECTION 5. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance..

SECTION 7. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 8. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____

Passed and adopted on second and final reading on the day of _____

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



STAFF REPORT

Case No. 17-25000002

LDC Amendment/Chapters 12, 17 and 18 – Adult Entertainment Establishments

REQUEST:

To amend Chapter 12 of the Land Development Code (LDC) to add parking requirement for adult entertainment establishment use; amend Chapter 17 of the LDC to remove adult entertainment establishment as a Special Exception use in the Highway Commercial (HC) zoning district and add adult entertainment establishment as a Special Exception use in the Commercial Industrial (CI) zoning district; and amend Chapter 18 to remove the adult entertainment establishment Special Exception criteria for the Highway Commercial (HC) zoning district and add the adult entertainment establishment Special Exception requirements for the Commercial Industrial (CI) zoning district and update the requirement for measuring the Special Exception separation distance between an adult entertainment use and a residentially-zoned property or parcel with a preexisting adult entertainment use, preexisting house of worship, school, park, child care center, or establishment dealing in alcoholic beverages.

PLANNING COMMISSION

RECOMMENDATION:

Approval

STAFF RECOMMENDATION:

Approval

STAFF CONTACT:

Tim Burman, Planner Manager (386) 506-5675

CITY COUNCIL DATE:

May 2, 2017

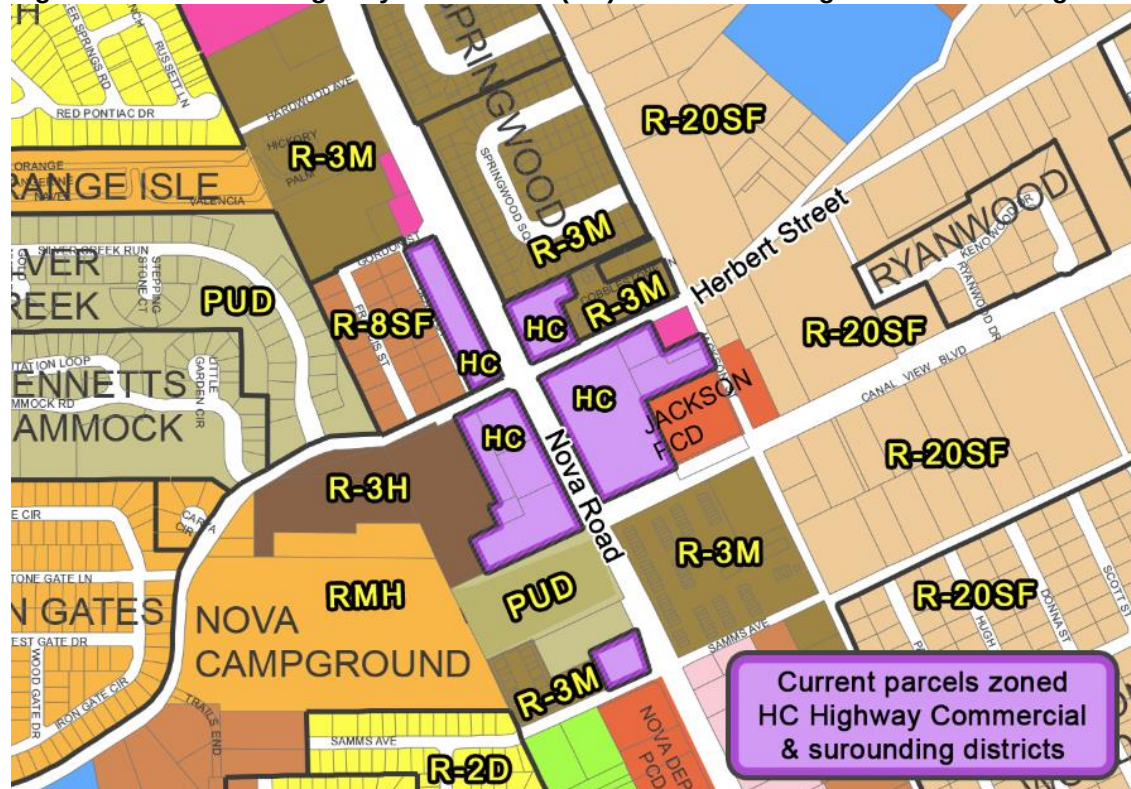
BACKGROUND:

In June 2016, a 12-month moratorium was approved for adult entertainment establishment uses in order to provide time to review existing regulations in the LDC related to adult entertainment establishments and if necessary to develop amendments to maintain reasonable and uniform regulations that protect the health, safety and general welfare of the residents of Port Orange. The Land Development Code (LDC) defines adult entertainment establishment as an adult theater, adult bookstore or adult performance establishment, operated for commercial or pecuniary gain.

The federal courts, including the United States Supreme Court, have determined that adult entertainment establishments are engaged in conduct that is protected under the First Amendment to the Constitution of the United States, and that local governments cannot adopt regulations that prohibit protected activity. As providers of protected First Amendment activity, the courts have uniformly ruled that these types of adult entertainment establishments cannot be prohibited but the use can be regulated. Regulations may include restrictions regarding where and how adult entertainment establishments may operate, but the designated sites must be reasonable in number and location to allow adult entertainment establishments to operate and engage in protected activities.

In Port Orange, adult entertainment establishments are not permitted by right in any of the City's zoning districts and are currently allowed as a Special Exception use in the Highway Commercial (HC) zoning district (Figure 1) or subject to City Council approval of a Master Development Agreement in a Planned Commercial Development (PCD) zoning district.

Figure 1. Sites zoned Highway Commercial (HC) and surrounding residential zoning districts



According to the LDC, a Special Exception is a use that would not be appropriate without restriction, but if controlled as to number, area, location or relation to the surrounding area, would promote the public health, safety, and general welfare. All requests for Special Exception uses must be reviewed by the Planning Commission and approved by the City Council. Below are the existing Special Exception criteria currently in the LDC for this use:

1. The proposed site shall be at least 500 feet from any residentially-zoned property, including planned unit developments.
2. The proposed site shall be at least 1,000 feet from any preexisting adult entertainment use.
3. The proposed site shall be at least 1,000 feet from any preexisting house of worship, school, park or child care center.
4. The proposed site shall be at least 300 feet from any preexisting establishment dealing in alcoholic beverages, as defined in the Code or Ordinances, for on-premises consumption.
5. Buffering shall be provided based on a land use intensity factor of nine.

When the Special Exception use criteria in the LDC for adult entertainment establishments is applied to all the lots currently zoned HC there are no lots in the HC zoning district available to operate an adult entertainment establishment (Figure 1). Therefore, the current requirements in

the LDC may prohibit the use from operating within the City. When the adult entertainment establishments ordinance was updated in 1996 there were areas in the City zoned HC, but over the last 20 years a majority of these areas have been rezoned to Planned Commercial Development (PCD). The proposed LDC amendment updates the zoning districts where the use would be allowed as a Special Exception and maintains the existing Special Exception criteria currently in the LDC for this use.

In addition to receiving approval of a Special Exception from Council, the development or redevelopment of a building/site for an adult entertainment establishment would be required to comply with all site development requirements listed in the LDC and Code of Ordinances, such as landscape buffers, screen wall, stormwater, water, sewer, and reclaim lines, parking, appearance of the building, signage, noise ordinance, and other site requirements, and are finalized with a site plan or building permit.

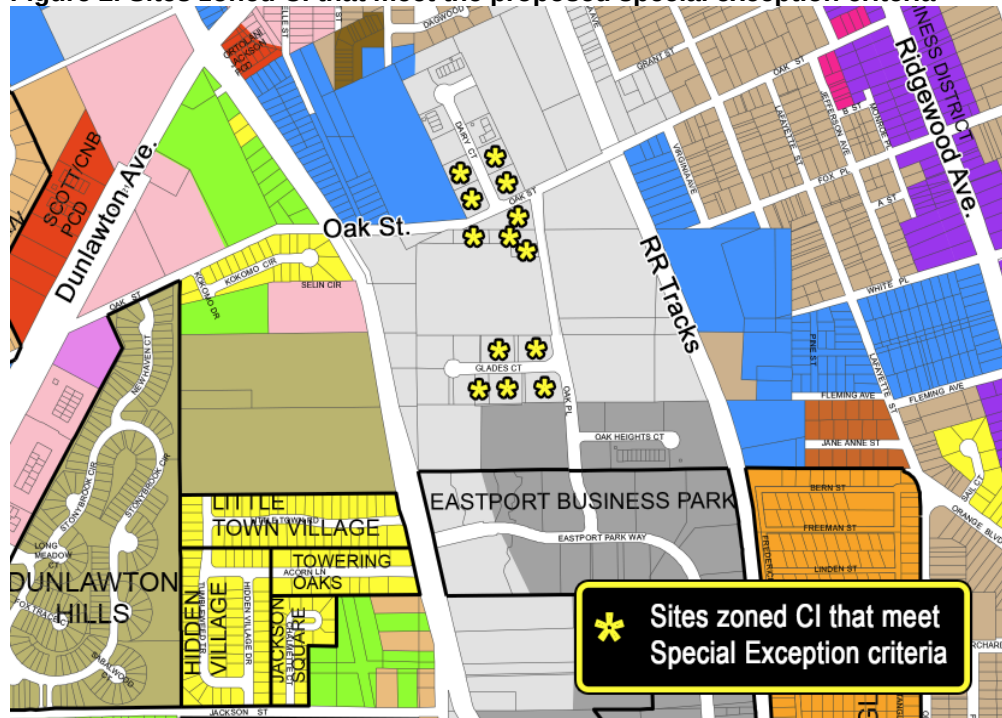
The proposed ordinance is content neutral under the Renton standard established by the United States Supreme Court in the County of Renton v. Playtime Theaters, Inc., because it is designed to further the City's purposes and goals in limiting and preventing the secondary effects associated with adult entertainment establishment. These adverse secondary effects include: urban blight; increased crime; decreased property values; reduced retail trade; prostitution; and illegal drug transactions.

PROPOSED AMENDMENT

The proposed amendments are intended to update the regulations in the LDC related to adult entertainment establishments to comply with the First Amendment rights that the courts have uniformly ruled cannot be prohibited:

- a. Remove all references to adult entertainment establishment as a Special Exception use in the HC zoning district and all associated requirements.
- b. Add adult entertainment establishment as a Special Exception use in the Commercial Industrial (CI) zoning district (Figure 2.)

Figure 2. Sites zoned CI that meet the proposed special exception criteria



- c. Add the Special Exception criteria currently in the LDC for this use and update the requirement for measuring the Special Exception separation distance between an adult entertainment use and a preexisting adult entertainment use, preexisting house of worship, school, park, child care center, or establishment dealing in alcoholic beverages. Current language does not specify how to measure the separation. The revised language would require the separation distance to be measured from the nearest property line of a parcel with a proposed adult entertainment establishment use to the nearest property line of a residentially-zoned property or parcel with a preexisting adult entertainment use, preexisting house of worship, school, park, child care center, or establishment dealing in alcoholic beverages.
- d. Add parking requirements for adult entertainment establishment use. The LDC does not have parking requirements for adult entertainment establishment (adult theater or adult performance establishment). According to the Institute of Transportation Engineers (ITE) Parking Generation Manual, 4th edition, a parking ratio between 5.23 to 5.90 spaces per 1,000 square-feet [$5.23 \text{ spaces} / 1,000 \text{ SF} = 1 \text{ space per } 191 \text{ SF}$ and $5.90 \text{ spaces} / 1,000 \text{ SF} = 1 \text{ space per } 169 \text{ SF}$] for an adult theater or adult performance establishment will provide sufficient parking. The proposed 1 parking space per 180 square-feet is consistent with the ITE and is on the higher end of the suggested range. Parking for each employee will also be required at a rate of 1 space/employee on largest shift. This ratio is consistent with the parking requirement in the LDC for employees at a bar. The existing general retail parking ratio of 1 space per 200 square feet will be used for an adult bookstore use.

RECOMMENDATION:

Approval of the amendments to Chapter 12, 17, and 18 of the Land Development Code regarding to uses related to adult entertainment establishments, is based on the case law established by the United States Supreme Court.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/02/2017

Consent item: No

SUBJECT: (H21) Approval of Temporary Contract Position to Serve as ERP Project Manager

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve temporary position and to authorize the City Manager to fill the position and to approve and execute the contract documents consistent with the ERP program requirements.

SUMMARY: As a City we have been moving towards a transition to a new Enterprise Resource Planning (ERP) software. Our current software was purchased in the 1980's and we have outgrown this technology. Staff has attended training and spoken with countless other cities and counties that have made this transition in the past couple of years. One of the critical success factors of success (mentioned by those cities who made a successful transition) was the acquisition of an internal project manager. Conversely, many of the cities that felt like their transition could have been smoother did not have an internal project manager.

The project manager will be a temporary contract position for three years and possibly a fourth, depending on the implementation timeline. This person will assist with day-to-day transition activities such as: managing the GFOA contract, managing the Land File Clean up, leading the RFP process, performing change management, meeting with staff, completing process improvements, and moving the entire purchasing process along.

We hope to have chosen a system by early to mid 2018. After acquiring a software system, the project manager will be the main point of contact to hold the software company accountable and make sure that all modules are implemented successfully. In addition, this position will be responsible for implementing training for the new system.

The cost for this position is included in the current CIP project and is expected to be around \$99,000. The exact amount will not be known until a candidate is chosen and has accepted the position. Staff will bring forward budget transfers in the future to move funding to the appropriate location should this position be approved.

Without an internal contract manager, the City is at higher risk of extending the implementation deadline. In addition, the implementation itself may not be as successful. In staff's research regarding ERP implementation, the process of selection and implementation is as important or more important than the software itself.

Project No.: Funding Account No.:

ATTACHMENTS:

Alan Rosen	Created/Initiated - 04/03/2017
Alan Rosen	Approved - 04/03/2017
Jamie Miller	Approved - 04/06/2017
Tracey Riehm	Approved - 04/07/2017
Jake Johansson	Approved - 04/07/2017
Robin Fenwick	Final Approval - 04/11/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/02/2017

Consent item: No

SUBJECT: (H22) Approval of Professional Services Contract with GFOA for Assistance in ERP Selection

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Professional Services Contract with GFOA for Assistance in ERP Selection, subject to the City Attorney review and approval of the final executed contract documents.

SUMMARY:

The City is embarking on an ERP selection and implementation. National research has shown that those cities that successfully implement an ERP utilize professional resources and expertise to complete this project above and beyond their current staff. This project includes assistance with: process improvement, review of functional requirements, assistance writing the ERP RFP, technical assistance in the selection process to ensure we get what we need and ERP contract negotiations to ensure the best price based on past experience.

This type of work falls under the City Manager's authority as an exempt purchase for "professional services" with the purchasing code (2-267,b,5). However, staff felt it necessary to go above and beyond what was required due to the size of the overall ERP investment and the visibility of this transition.

Staff completed our due diligence and determined that the GOvernment Finance Officers Association (GFOA) was the most experienced organization to provide our city this service. We researched two other companies and decided to proceed with GFOA, a known and trusted entity with the city.

The cost ranged from approximately \$60K to \$100K GFOA quote was for \$86,625. We have worked with GFOA to reduce the scope and pricing to an affordable price by performing some of the functions requiring less expertise in house.

Staff recommends entering into a contract with GFOA based on their final price (\$86,625), deliverables, experience and recommendations from other clients. In addition, we believe they are uniquely qualified for this type of work due to their knowledge of government finances, which are the backbone of ERP systems.

Money is already budgeted in the ERP Capital Project.

Project No.: ZMI054 Funding Account No.: 505-1000-519.64-15

ATTACHMENTS:

1.	GFOA Proposal	GFOA Final Proposal.docx
2.	GFOA Price Proposal	Final GFOA Price Quote.xlsx
3.	Panorama Proposal	Panorama Consulting Proposal.pdf
4.	BerryDunn Proposal	BerryDunnProposal.pdf

Robin Fenwick	Created/Initiated - 03/31/2017
Alan Rosen	Approved - 03/31/2017
David Battaglia	Approved - 03/31/2017
Tracey Riehm	Approved - 04/03/2017
Margaret Roberts	Approved - 04/20/2017
Jake Johansson	Approved - 04/20/2017
Robin Fenwick	Final Approval - 04/21/2017

PROPOSED TO:



City of Port Orange, FL

For

OTP 17-09

**Assistance with Enterprise Resource Planning (ERP)
Selection and Implementation**



Research and Consulting Center

**Government Finance Officers Association
(GFOA)**

February 3, 2017

REVISED March 28, 2017

Note: *This proposal and description of GFOA methodologies is for the entity listed above.*



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, IL 60601-1210

312.977.9700 fax: 312.977.4806

March 28, 2017

O.T. Powell
Finance Department
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

EMAIL: apetrus@co.lucas.oh.us

Dear O.T.,

The Government Finance Officers Association (GFOA) is pleased to present this revised proposal to the City of Port Orange, FL (The City) for consulting services to assist with the City's ERP project. The services described here provide more information and define the specific scope of work to go along with GFOA's quote submitted on the City's form in response to OTP-1709. Services have been revised as discussed on our phone call this morning.

Over 500 governments have found value in our experience, expertise, and detailed approach to ERP projects. In addition to facilitating the procurement process leading to a favorable contract and detailed statement of work, we focus on business process improvement and organizational readiness to increase the likelihood of project success. As one of the premier membership associations for public-sector professionals, GFOA can offer independent, objective, and best practice focused consulting services consistent with our mission to improve government management.

If there are any questions or you would like to discuss the proposal, please let me know.

Sincerely,

Michael J. Mucha
Director, Research and Consulting Center
Government Finance Officers Association

Phone: 312-977-9700

Fax: 312-977-4806

Email: mmucha@gfoa.org

Washington, DC Office
660 N. Capital Street, NW • Washington, DC 20001 • 202.393.8020 fax: 202.393.0780
www.gfoa.org

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GFOA Qualifications

About GFOA

The Government Finance Officers Association (GFOA) is the premier association for public sector finance professionals in the United States and Canada. Founded in 1906, GFOA currently has over 19,000 members that look to GFOA as the gold standard for identifying, developing, and communicating leading practices in government management. As a non-profit organization, GFOA's mission is to promote excellence in state and local government financial management. GFOA accomplishes this mission by identifying and developing policies and practices and promoting them through education, training, consulting and leadership.

GFOA's Research and Consulting Center (RCC) is nationally recognized for its comprehensive analytical and advisory services, as well as for research on issues specific to state and local governments' financial, human resource, procurement, payroll and operational management. Since beginning operations in 1977, the RCC has assisted hundreds of cities, counties, public utilities; and other forms of government to create best practice solutions to meet their unique challenges. Approximately 20 years ago, GFOA began consulting for enterprise resource planning (ERP) system assessments, procurement, contract negotiation, and implementation advisory services. This practice now represents the majority of all GFOA engagements and GFOA has built a reputation as the unparalleled leader in the field of providing objective, independent advice in the public sector. Our approach to ERP projects focuses on business process improvement, effective governance, and building organizational readiness throughout each stage of the procurement process.

History of GFOA Technology Consulting

As the Year 2000 approached and many governments began procuring and implementing new financial systems in preparation for potential Y2K issues, GFOA members demanded expertise with assessing an organization's options, guidance on implementing best practices, insight into the software market, and assistance in negotiating contracts. Many firms provided these services, but were also often connected to software or implementation firms and were in a position to directly benefit from their recommendations. **GFOA's position as a mission focused non-profit organization is completely independent and can provide truly objective recommendations.** GFOA does not implement software and has no interest in expanding into this role in the future. Our focus is exclusively on providing current and unbiased recommendations to our clients and all GFOA members and public sector organizations. The ERP market has undergone significant change in recent years and governments are increasingly more reliant on technology to implement financial management best practices. With our consulting experience and continued research, GFOA has been able to improve its approach and generate additional value for our clients through reduced costs, reduced risk, and best practice recommendations to improve not only technology, but also business process.



***Proposed Project Team***

GFOA and all GFOA consultants have no pre-existing bias towards any solution. GFOA provides the proposed services to fill the need for governments to have objective, trusted advice on assessing and procuring enterprise software and related services. Unlike many other firms that provide similar services, we do not have any business relationships with software firms, system integrators, or others that would compromise our ability to work solely towards achieving your project goals and providing uncompromised, objective guidance.

All GFOA consultants that would be assigned to this project will have multiple years of experience with similar projects, continually conduct market research, and have prior public sector work experience. In addition, all GFOA consultants have managed projects similar to this engagement. As a result our consultants are able to understand your unique needs and future goals, and help provide recommendations and advice from within the team. We understand the current market and will work to transfer that knowledge to the City so it not only creates a recommended plan for implementation, but also so that implementation of that plan is successful.

Depending on specific dates and contracted scope for the project, GFOA would work with the City to identify an appropriate project team. Resumes and bios for GFOA consultants are available at <http://www.gfoa.org/about-gfoa/staff-directory>

All consultants work out of GFOA's Chicago office.

** GFOA will not use subcontractors for this project unless approved by the City.*





Line Item 1-6: Description of Services

GFOA's approach focuses on business process analysis and improvement prior to an ERP implementation. Many organizations make the mistake by not taking full advantage of the ERP planning and procurement process. Developing an RFP or selecting a new system is the easy part. Making key decisions on defining goals, working to define an achievable scope, properly planning to ensure sufficient resources to carry out the project, and preparing a vision of what you want the future state to look like are critical to a successful ERP project. When considering cloud options, there are additional considerations for the project – most importantly service level agreements.

GFOA's services are organized into six (6) separate line items (referred to here as "tasks") to be consistent with the City's request for quote. Each task builds off of earlier tasks to help the City through the process of evaluating needs, determining the appropriate scope and strategy for moving forward, establishing governance structures, and

Tasks are listed below:

- Task 1: Mapping of Current and To-Be Process
- Task 2: Review Functional Requirements
- Task 3: Assist in Drafting RFP
- Task 4: Provide Technical Assistance During Selection
- Task 5: Provide Contract Negotiation Services
- Task 5: Contract Negotiations
- Task 6: Implementation Transition (OUT OF SCOPE)

Task 1: Mapping of Current and To-Be Process

GFOA will meet with stakeholders and gather information on how the system is currently being used and how it supports business processes. GFOA will also facilitate a focus group meeting to document and analyze business processes for the identified processes (a listing is provided below). For each process we will facilitate the development of a process map (also called a process flow diagram or value stream map). These documents provide a visual tool to analyze a given business process, and facilitates the discovery of improvement opportunities. GFOA uses Microsoft Visio to develop the maps, and documents an accompanying narrative in Microsoft Word. All maps will be provided to the City in a format accessible for the City (example PDF or MS Word document).

GFOA's mapping process is a highly collaborative one and will involve participation of a wide variety of stakeholders. This step is extremely important to the success of the project and allows various stakeholders to better understand existing processes (including limitations and inefficiencies).

As part of this process, GFOA will also begin to discuss improvement opportunities.





Note: Those processes or “tasks” labeled below with a “*” will be mapped by the City. GFOA will review maps and work into the project.

Process List	
Process	Task / Topics
Accounting	• Chart of Accounts • General Ledger Transactions • Internal Service Charges* • Activity Costing* • Grant / Project Tracking • Financial Reporting
Budget*	• Operating Budget • Capital Improvement Planning (CIP) • Capital Budget • Budget Adjustments / Amendments
Procure – Pay	• Vendors • Purchase Requisitions ○ Bid Quote ○ RFP / RFI / RFQ • Purchase Orders ○ Contracts • Change Order • Receiving ○ Inventory • Accounts Payable
Customer Billing* (does not include utility billing or other specialized billing)	• Customer File • Billing • Accounts Receivable ○ Aging ○ Collections
Treasury *	• Cash Receipts • Disbursements • Interest Allocation • Bank Reconciliation
Asset Management*	• Asset Acquisition • Asset Lifecycle ○ Work Order ○ Inventory • Depreciation • Transfer / Disposal / Retirement
Human Resources	• Positions • Employee File • Benefit Enrollment • Personnel Evaluations



Process List	
	• Disciplinary Actions / Grievance • Risk Management (Injury / Workers Comp) • Training / Certifications
Personnel Actions	• Recruitment • New Hire • Personnel Actions (Salary Adjustment / Position Change)
Time Entry – Payroll	• Time Entry • Time Approval • Payroll Calculations • Payroll Processing • Leave Management (FMLA)

In addition to the maps, GFOA will work with City staff to prepare a comprehensive system inventory. GFOA utilizes several methods of identifying systems including: business process maps, surveys, focus groups, departmental staff interviews, and system observations. Often the exercise of developing a system inventory is an ongoing task as new systems are continually identified. Included in the system inventory, GFOA includes all commercial applications, home grown applications, shadow/silo systems, stand-alone spreadsheets or databases, forms, records, notes, or other tools that either store information or are used for business process transactions. From experience, GFOA has found that identification of a comprehensive system inventory is an effective way of identifying business process improvement options (especially those that relate to elimination of redundant tasks) and a vital ERP implementation readiness activity. GFOA will assist the City in preparing a system inventory by providing templates and guidance, but GFOA expects that the City will take a lead role in documenting current systems.

Once maps are developed, GFOA consultants will conduct an analysis to benchmark the existing processes against recognized City government and public sector best practices (*Note: part of this analysis will occur during the mapping sessions*) and will develop process recommendations for improvement.

For those identified processes, GFOA consultants identify potential changes to the process based upon our knowledge of best practice, ERP functionality and how these features are best utilized in City and public sector organizations. The base maps are then marked up as part of discussions and meetings with the City as part of a recommendation into potential business process improvements. This documentation will also highlight potential change impacts and identify change management strategies and success factors for moving forward.

Task 2: Review Functional Requirements





A key part of the RFP will be the development of detailed functional requirements that will be important throughout the selection project and throughout implementation. For the processes that are determined to be in scope, GFOA consultants will work with the City project team members to review, validate and ultimately make decisions on the high-level to-be process definition. GFOA will then review the functional requirements that the City has developed and provide feedback on additional requirements that are necessary or requirements that are not consistent with the to-be process. It is expected that GFOA will be reformatting and re-organizing the City's requirements to be consistent with the process documentation created in the project.

GFOA prefers that the business process decisions guide the functional requirements for each major step in the process. At each step in the business process we will match the City's requirements and ensure that requirements are aligned to our process maps that will be included in the eventual RFP.

GFOA will also ensure that requirements development focuses on functional requirements that define "what" needs to be completed (such as tasks, outputs, interfaces, calculations, processing, etc.) and not on "how" the system or the organization handles tasks currently. This allows for future improvement and full utilization of the system tools and built in processes to make the City more efficient.

It is expected then that the requirements serve as the base document that establishes a template for proposal comparisons, the scope of the implementation project, the base level criteria for user acceptance testing, and the standard for post implementation warranty.

Task 2: Develop Request for Proposal (RFP)

In this phase, GFOA will develop a detailed Request for Proposals (RFP) document. The GFOA RFP format is designed to remove disparity between proposals and to provide as close to an apples-to-apples comparison as possible. In addition, GFOA develops all RFP's with the end goal in mind – a successful contract that mitigates risk and leads to a successful project.

GFOA has a template RFP that was specifically designed for ERP procurements and that we have continually updated as required by changes in the ERP market.

When complete, the RFP document will incorporate information developed with many of the other deliverables from this project including:

- 1) Procurement terms and conditions
- 2) Detailed vendor response templates
- 3) Functional Requirements
- 4) Interface Definition





- 5) Technical Documentation
- 6) Key Objectives / Goals / Critical Success Factors for the Project
- 7) Service Level Agreements
- 8) Other information necessary for vendors to prepare detailed response that meets the City's needs.

Task 4: Vendor Selection

GFOA's system selection and procurement methodology relies on principles of fairness, attention to detail, and competition, yet remains flexible enough to adapt to local procurement laws or other unique situations. In addition, the approach is continually enhanced by feedback from the hundreds of public sector clients that we work with, our own staff experience, and the vendor community. We strive to get the best deals for our clients and often go against what the vendor's describe as "industry standards."

Through defined steps, vendors will be evaluated and scored according to pre-defined criteria with the top vendors moving on to compete at the next step. Each step is an opportunity to negotiate terms, address risks, and provide methods for holding stakeholders accountable. Overall, our approach is focused on identifying and mitigating risks throughout the procurement process. GFOA's RFP template provides the opportunity to focus the evaluation on key risk factors in the implementation and separates actual proposal from marketing buzzwords. GFOA's standard evaluation process includes the three steps described below.

Step 1: Conduct Proposal Assessment

Upon receiving the written proposals from vendors the City's project team will begin an assessment and analysis of all proposals. GFOA will assist with this assessment by reviewing proposals and providing comments on potential risks, issues, and any significant weaknesses/gaps and/or strengths. GFOA can also leverage our extensive experience to compare each proposal to industry standards. All key findings will be documented in a brief proposal assessment report that identifies GFOA's findings. This report will also identify additional information that will be needed from vendors going forward.

In addition, at the City's request, GFOA can provide training to the City's evaluation team on how to evaluate a proposal. GFOA's training will discuss common issues with proposals, vendor's "tricks," and an overview of important issues to look out for.

GFOA expects that after reviewing proposals, the City elevates a limited number of vendors for onsite demos/interviews. Typically, governments will elevate three vendors.

Step 2: Software Demos and Interviews

GFOA staff will develop detailed demo scripts for each vendor. Demo scripts are based heavily on the requirements and business process decisions built in early tasks. Also, GFOA's approach to software demos provides a focus on implementation activities.





Typically time devoted to implementation and demo is split 50/50. GFOA believes that it is critical for vendors to explain HOW the software will be implemented along with the features of the software. The greatest system in the world will not be useful if it is not configured and implemented correctly to meet the needs of the organization.

The City will be responsible for facilitating vendor demos.

GFOA expects that after this first round of software demos and interviews, the City elevates two vendors.

Step 3: Discovery

Discovery acts as the City's final opportunity to clarify unresolved issues before it makes its final elevation. Prior to Discovery, GFOA will develop a Request for Clarification (RFC) letter for each vendor that was elevated. Then, during Discovery, each remaining vendor is invited back on-site for one more day of presentation. During this presentation, any remaining issues with software functionality, implementation approach, data conversion, or scope are clarified and vendors are asked to make any necessary revisions to their proposal. The main focus of this session is to plan the implementation so that the City and vendor can later develop a detailed statement of work. GFOA will facilitate the Discovery session for two proposal teams. Additionally, by clarifying outstanding issues at Discovery, development of the statement of work becomes easier. At the conclusion of Discovery, the City will enter contract negotiations with one vendor.

GFOA expects that after Discovery, the City identify a finalist vendor. If it is not possible for the City to identify a finalist vendor, GFOA will facilitate additional clarification rounds.

Task 5: Contract Negotiations

GFOA will be involved with the negotiation of any applicable software license contract, software maintenance agreement, hosting / SaaS agreement or implementation services agreement. In addition, GFOA will lead the development of the statement of work. The statement of work is the critical document that outlines responsibility for the implementation. GFOA will ensure that the City's statement of work is defined to a fine level of detail to prevent any unnecessary issues or misunderstandings during implementation.

Also, for cloud contracts, it is essential that the City identify and negotiate appropriate service level agreements and other contractual provisions that establish performance standards and identify role responsibility. GFOA will take the lead in establishing this documentation.





Task 6: Implementation Transition

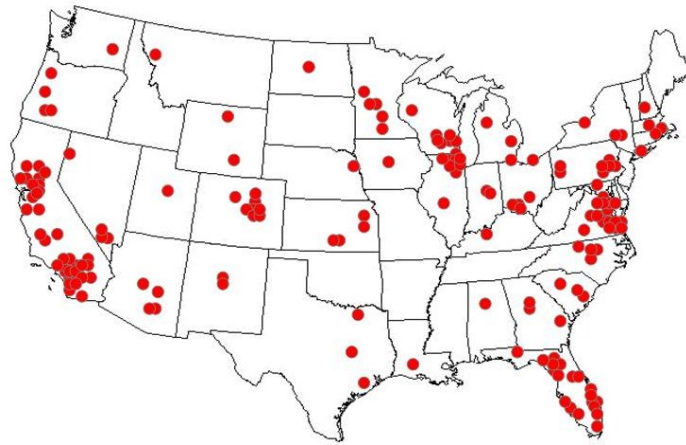
OUT OF SCOPE.





Line Item 7 - GFOA Experience

Over the past 20 years, GFOA's technology consulting practice has grown to become the market leader in assisting local governments through the process of assessing current systems, understanding the vendor marketplace, facilitating procurement of new systems, and providing detailed analysis and contract negotiation assistance to protect the best interests of governments *and* help reduce implementation risk. In that time, we have assisted approximately 500 cities, counties, school districts, and special district governments with system selection, contract negotiation, and implementation readiness for ERP systems. The map and table below represents a sample of GFOA's recent ERP projects.



Select Projects from Florida:

Cities:

City of Cape Coral
City of Fort Meyers
City of Plant City
City of Tampa
City of Weston

Counties:

Broward County
Hillsborough Count
Martin County
Nassau County
Pinellas County
Polk County
Volusia County

Special Districts:

Broward County
Schools
Broward County
Sherriff's Office
Emerald Coast Utilities
Leon County Public
Schools
Marion County Public
Schools
Orland-Orange
Expressway Authority
Pasco County Schools
Orange County
Schools
Volusia County
Schools





Select Projects from Past Five (5) Years

- Aspen, City of (CO)
- Bartlesville, City of (OK)
- Benicia, City of (CA)
- Berkeley, City of (CA)
- Berlin, Town of (MD)
- Beverly Hills, City of (CA)
- Boulder County (CO)
- Brookline, Town of (MA)
- Chaska, City of (MN)
- Colorado Springs, City of (CO)
- Cook County (IL)
- Danbury, City of (CT)
- Dodge County (WI)
- Douglas County (KS)
- Dunn County (WI)
- Emerald Coast Utility Agency (FL)
- Eugene, City of (OR)
- Frederick County (MD)
- Gila River Indian Community
- Kenosha County (WI)
- Lehigh County (PA)
- McHenry County (IL)
- Pasco County Schools (FL)
- Philadelphia, City of (PA)
- Pinal County (AZ)
- Plant City, City of (FL)
- Polk County (FL)
- Port of Longview (WA)
- Prince George's County (VA)
- Roseville, City of (CA)
- Routt County (CO)
- San Bernardino County (CA)
- San Juan County (NM)
- Sonoma County (CA)
- St. Cloud, City of (MN)
- St. Croix County (WI)
- Westerville, City of (OH)
- Weston, City of (FL)
- Yolo County (CA)



- Yuba County (CA)

Line Item 8 – GFOA Experience Past 2 Years

City/County	Population	Old Vendor	New Vendor
City of Aspen, CO	6,800	Tyler EDEN	Oracle Cloud
City of Bartlesville, OK	36,000	Harris GEMS	Tyler MUNIS
City of Berkeley, CA	119,000	SunGard HTE	Tyler MUNIS
Town of Berlin, MD	4,000	Custom	Tyler Incode
City of Boulder, CO	103,000	SunGard IFAS	Tyler MUNIS
City of Chaska, MN	25,000	Tyler	Tyler MUNIS
Colorado Springs, CO	440,000	PeopleSoft	PeopleSoft
Cook County, IL	5,200,000	Oracle JDE	Oracle EBS
Dodge County, WI	89,000	Oracle JDE	Tyler MUNIS
Douglas County, KS	115,000	Harris GEMS	SunGard ONE Solution
DuPage County, IL	932,000	CGI	Infor / Lawson
Dunn County, WI	44,000	Oracle Dunn	SAP
City of Eugene, OR	150,000	PeopleSoft	PeopleSoft
Kenosha County, WI	168,000	Oracle JDE	Microsoft AX
Lehigh County, PA	360,000	Custom	Tyler MUNIS
City of Plant City, FL	37,000	SunGard HTE	Tyler MUNIS
City of Roseville, CA	129,000	SunGard HTE	Oracle Cloud
San Bernardino County, CA	2,000,000	CGI	SAP
City of St. Cloud, MN	67,000	ACS	SunGard ONE Solution
St. Croix County, WI	85,000	Sun	Oracle Cloud
City of Westerville, OH	35,000	SunGard HTE	SunGard ONE Solution

Line Item 9 – References

References



City of Eugene, OR

Contact: Vicki Silvers
Phone: (541) 682-5082
Email: Vicki.J.Silvers@ci.eugene.or.us

Services Provided: GFOA is currently working with the City of Eugene and recently completed the business case assessment and recommendation of ERP strategy for the City. GFOA is currently working on business process improvement with the City.



City of Plant City, FL

Contact: Gib Mitchell
Phone: (813) 699-4200
Email: gmitchell@plantcitygov.com

Services Provided: GFOA worked with the City to conduct an initial needs assessment, including process mapping of all of the City's core administrative processes. GFOA also developed requirements and an RFP, facilitated the selection project, negotiated the City's ERP contract and provided ongoing project management assistance and quality assurance during the implementation.



City of Westerville, OH

Contact: Gina Love
Phone: 614-901-6442
Email: gina.love@westerville.org

Services Provided: GFOA was engaged by the City to conduct an initial assessment of the City's administrative systems. GFOA also facilitated process for business process improvement, requirements and RFP development, system selection, and contract negotiation. The City was a SunGard Naviline customer and chose to implement SunGard ONESolution. GFOA is currently engaged to provide quality assurance services throughout that implementation.





Contract Requirements

- The City's staff will be reasonably available for interviews and will participate in the project as agreed upon and appropriate. The City agrees not to cancel meetings once established (which would increase our travel costs).
- Unless otherwise stated, the City agrees to confirm acceptance of deliverables within a mutually agreed upon number of business days. If a deliverable is not accepted, the City must state in writing to the GFOA Project Manager the changes needed to the deliverable to gain acceptance.
- The GFOA conducts the majority of the engagement work on a fixed-fee engagement, where payment is due upon completion of deliverables. If any work is to be billed using a time and expense method, the time and expense portion of the engagement will be billed on a monthly basis at the hourly rate specified in the cost section of this proposal.
 - *Note: All services are currently proposed as fixed price.*
- When performing work on-site, GFOA staff will be provided appropriate workspace and access to copiers, projectors, workspace, and miscellaneous office supplies if necessary.
- As an educational, nonprofit, professional membership association, the GFOA reserves the right to publish non-confidential documents describing the results of, or created during, the services described in this scope of work. The GFOA will not publish any item with the name of the City without obtaining prior written consent of the government.
- GFOA is a nonprofit membership association made up of members representing organizations like the City. Therefore, the GFOA's liability and indemnification under any agreement reached with your organization will be limited to the extent of claims paid by insurance coverage currently in force.
- The fees set forth in this proposal do not include any tax or other governmental imposition including, without limitation, sales, use, or excise tax. Additionally, GFOA has not included costs to acquire any necessary state or local permits or business licenses that may be required to do business with the City. If applicable, the City would be responsible for reimbursement of such expenses.
- The City recognizes that GFOA's role is to provide information, analysis and advisory services. As such, GFOA bears no responsibility for the performance of the software, hardware, or implementation service suppliers.



Item #	Description	New Quote
1	Mapping of current and to-be critical processes (Including the additional Community Development and Utility Billing process add-ons)	\$ 36,000
2	Review functional requirements already drafted by City and suggest edits if necessary	\$ 17,500
3	Assist in drafting the RFP for selection and implementation of ERP	\$ 5,000
4	Provide technical assistance to the City during system selection	\$ 14,625
5	Provide contract negotiation services	\$ 13,500
6	Provide implementation transition assistance: 1-2months of helping/training an internal Project Manager and keeping the project manager up to speed on ERP implementation	
	Total	\$ 86,625

6 - 9 month timeframe (12 months possible depending on roadblocks)

Change
GFOA will map the processes identified in the proposal. The City will be responsible for mapping additional processes and providing GFOA information.
GFOA will review City requirements and re-organize, re-format, or revise as necessary.
No change from original proposal
GFOA to provide technical assistance. Internal project manager will help lead us through this process with help from GFOA. GFOA will help prepare scripts for presentation, but not attend.
No Change from original proposal
Eliminate from contract.



City of Port Orange, FL ERP Assistance Quote

Prepared for: City of Port Orange, Florida
Prepared by: Panorama Government Solutions
February 3, 2017



February 3, 2017

City of Port Orange, FL
1000 City Center Circle
Port Orange, FL 75935

Greetings City of Port Orange,

Thank you for your patience and the opportunity to speak with your team. Please evaluate our qualifications and experience in how we will support the City of Port Orange for your Enterprise Resource Planning (ERP) needs. Enclosed is a quote for ERP services, which is valid through July 31, 2017. We are delighted to inform you that providing ERP selection, implementation, change management, process improvement, vendor negotiation, and Independent Validation and Verification (IV&V) are pillars of our service offerings, and we have relevant experience in working with multiple software solutions in municipal environments.

All costs related to the delivery of the required services to satisfy the requirements related to this RFP have been included and are clearly disclosed in this proposal. Based on our current assumptions and understanding, no additional fees or charges would be incurred by the City of Port Orange other than those described in this proposal. Due to the multiple variables dependent upon which particular software is selected, precise estimates for timing, scope and cost will be available after software selection if required.

We look forward to working with you and your team on this engagement. Please do not hesitate to contact me at 720-515-1377 or email me at Vanessa.Giacoman@Panorama-Consulting.com, for any questions. You are also welcome to contact our Global Account Executive, Richard Farrell, at 719-510-2552, Rich.Farrell@Panorama-Consulting.com. Thank you and I look forward to hearing from you.

Best,

Vanessa Giacoman
Managing Partner
Panorama Government Solutions
3773 Cherry Creek North Drive, West Tower, Suite 720
Denver, CO 80209



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Proposed Consulting Services

Panorama's mission in its government service offerings is to bring a high Return on Citizenship (ROC) to our clients' and their constituents. We define ROC as the amount and quality of services received for taxpayer dollars. In today's economy, taxpayers are expecting government to do more with less. Moreover, the taxpayers are expecting the same quality of service as what they receive from deep-pocket private service providers. With every software recommendation, Panorama keeps the ROC principle in mind.

Right now, Panorama would be foolish to say that it knows what software Port Orange should implement. What we do know is that we would like to analyze both government and commercial ERP software solutions and pay attention to best-of-breed offerings with overarching integration and dashboard functionality. Additionally, Panorama is vendor agnostic and not aligned with any specific software. We choose the best software, whether it be an overarching ERP system or a best-of-breed solution.

Panorama looks forward for the opportunity to work closely with Port Orange to assist in your ERP program. We have had great success with other municipalities in change management and business process improvement. We have assisted in data cleanup and migration for large and small organizations. Panorama can also help the City craft a specific and thoughtful RFP to vendors that will enable the City to make a wise decision on selecting vendors for a short list and software demonstrations. Some consulting firms respond to RFPs with a pre-selected software solution in mind and are unwilling to look at multiple solutions; they will steer the software solution to one that they have already selected. Panorama's methodology is vendor agnostic and allows us to use best practices that will enable Port Orange to be innovative and lead other cities in South Florida. We will enable you to select software that is suitable for your IT environment, people and processes. Panorama is excited to work with the City of Port Orange to create an ERP system that will be successful not only for the City, but hopefully will influence other communities to question the status quo of government ERP software. Finally, we want to help you select an ERP software that will empower the city employee to provide more efficient and friendly service to your constituents.

We would be remiss if we stated that an ERP selection and implementation is only about the technology. A large, but understated, portion of any software project is employee buy-in and adoption. At the end of the day, it does not matter what software is selected and implemented if the employees refuse to use it and create their own home grown spreadsheet-and-binder work arounds. Panorama's selection and implementation methodology has always involved the employee. Throughout the software initiative, we have built in Organizational Change Management (OCM) tasks to ensure the employees understand what is going on, provide feedback, and foster adoption. When employees are asked to contribute to the project, they are part of it, and are less likely to criticize or reject it. Our OCM approach is fluid and can be customized to address Port Orange culture. For example, an older workforce may require additional training on the software itself, whereas a younger workforce may benefit from cross-functional training to reduce millennial churn.



Panorama's PERFECT Fit™ ERP Services		
Phase	Task	Deliverables
ERP Selection and Evaluation	1. Project Preparation and Planning	- Project Status Meeting Schedule - Project Plan - Requirements Workshop Overview and Instructions - Requirement Workshop Guide Template - Requirement Workshops Agenda - ORA Survey - ORA Focus Group Agenda
	2. Kick-off Meeting	- Kick-off Presentation - Requirements Workshop Presentation - Executive Strategy Presentation - Executive Strategy Summary
	3. Review Existing Requirements	Review captured requirements by the City of Port Orange
	4. Mapping Current and To-Be Processes and Requirements	- Visio Process Maps - Requirements Document - Requirements Validation Agenda
	5. RFP Development and Vendor Discovery	- RFP Packet - RFP Analysis - Technical Fit Assessment - Updated Vendor Cost Schedule
	6. Technical Assistance During Software Selection	- Advice and consent while preparing for demonstrations - Facilitating demonstrations - Demonstration Surveys
	7. Analysis, Recommendation and Vendor Negotiations	Negotiate with short listed vendors to gain maximum savings and a right sized software offering
	8. Implementation Transition	- Panorama Perfect Path Implementation Planning - IV&V 360° Checklist
Panorama's PERFECT Fit ERP Tasks and Deliverables		

Task 1 – Project Preparation and Planning

Organizational Involvement	Deliverables
- Project Manager: has responsibility of planning, execution, and closing of a project (overall delivery of the project) - Project Sponsor: has ownership of project on behalf of the organization and assumes accountability for the project benefits, oversight, and project management.	- Project Status Meeting Schedule - Project Plan - Requirement Workshops Overview and Instructions - Requirement Workshops Guide Template - Requirement Workshops Agenda - ORA Survey - ORA Focus Group Agenda

Organizational Time Commitment	Consultant Location
10 hours	Offsite

Objective: To create the overall project plan

The client introduction meeting is held via telephone or video conference with the Project Manager and Project Sponsor. This meeting has three objectives: 1) to create the Project Status Meeting Schedule; 2) to develop the Project Plan; 3) to schedule Requirement Workshops; and 4) schedule the Organizational Readiness Assessment (ORA) activities.

The Project Status Meeting Schedule is a weekly status meeting between the Panorama Team (Team), Project Manager, and Project Sponsor. Here, the group discusses the past week's key project activities, the next week's scheduled activities, completed project activities, the cost summary, and any anticipated issues or risks.

Next, the Team develops the Project Plan. The Project Plan is based on a Microsoft Project template that is tailored to the organization's project activities, resources, and due dates. This Project Plan is dynamic and is reviewed weekly to respond to organizational needs.

Finally, the Team begins the Requirement Workshops preparation. The Requirement Workshops are workshops where the Team and organization map out current state processes, identify pain points, identify improvement opportunities, and write future state requirements. At this point, the Team creates the Requirement Workshops Agenda, sends out a Requirements Workshop Guide Template for the departments' process owners to complete (process owners are the SMEs in each department who understand the details of each process within their respective department), and gives a Requirement Workshop Overview that explains how to complete the Requirements Workshop Guide Template.

The Team also sends out the ORA Surveys to every staff member. There are two ORA Surveys: one for executives and one for all other staff. The Surveys are developed with the Project Manager and Project Sponsor. In this step, the Team also determines the release timing of the ORA Surveys. The ORA Surveys ask the staff questions such as:

- ERP experience and knowledge of software capabilities
- Benefits realization expectations
- ERP priority, e.g., is there executive buy in and sponsorship?
- Communications, e.g., how often does staff receive information, what does the staff know about the project, and in which format should the communications be?
- Training, e.g., how has the staff been trained in the past, how would the staff like to be trained, and what type of training is effective?
- Documented processes and controls, e.g., do documented processes and controls exist, can they be improved, and are they accepted?

The Team then schedules the onsite ORA Focus Groups. A sample size of staff is selected to participate in the focus groups. The focus groups are organized by functional area, and there is also a focus group performed with the leadership team. Each focus group is approximately 1.5 hours long. The focus groups dive into the ORA Survey results and also address the organizational culture.

Task 2 - Kick-Off Meeting

Organizational Involvement	Deliverables
• Project Manager • Project Sponsor • Steering Committee: upper management within the organization	• Kick-off presentation • Requirements Workshop Presentation • Executive Strategy Presentation • Executive Strategy Summary



- Project Team: one member from each functional area who spearheads her/his function and is dedicated to the project - Subject Matter Experts (SMEs)	
Organizational Time Commitment	Consultant Location
- Kick-off: 2 hours - Executive Strategy Session: 8 hours - Requirements Gathering Sessions: 4 hours per functional area	Onsite

Objective: To understand the vision of the organization, provide education to the organization, and gather requirements for a new ERP system

The onsite Kick-Off Meeting is designed for the Team to present Panorama's methodology and selection approach to the Project Sponsor, Project Manager, all levels of management, and Project Team. We also discuss the project timeline and roles and responsibilities. We end the session with a Q&A period.

After the Kick-Off Meeting, the Team hosts an Executive Strategy Session. The Executive Strategy Session is for the Steering Committee and sometimes the Project Team, depending on the organization's level of transparency. The Executive Strategy Session consists of:

- Boot Camps, including the following sessions:
 - Basic Training: 20 keys to ERP Success
 - Lessons Learned from ERP Implementations
 - ERP Strategy
 - Organizational Change Management Overview
- Group Activities, including:
 - Business Strategy Workshop, which establishes the strategic goals for the company
 - Key Organizational Principles Workshop, which discusses how the organization can be transformed by an ERP implementation
 - Business Model Review, which reviews future business plans for the organization
 - Project Success Factors, which identify what will make the ERP project a success
 - Project Risks, which identify any potential risks to a successful ERP implementation

The Team, Project Manager, Project Team, and SMEs then meet for the Requirements Gathering Sessions. A session is held for each functional area.

The Team determines the processes to be discussed in the Requirements Gathering Sessions through information the staff previously provided through the Requirement Workshops Guide Templates, Task 1. In those Requirements Workshop Guide Templates, the staff identifies which 20 percent of processes they perform require 80 percent of their time.

The Team first prioritizes the processes that the staff identifies in the Requirement Workshops Guide Templates when the Team facilitates the Requirement Gathering Workshops. The Team then maps the highest priority processes from the Requirement Workshops Guide Templates, which are drafted and validated onsite. A Panorama Business Process Management (BPM) consultant leads the sessions to map out current state processes, process pain points, opportunities for improvement, and future state requirements. Depending on the organization, the Team maps approximately four processes per functional area, with 14 departments identified.

Task 3 – Review Existing and City Provided Requirements

Organizational Involvement	Deliverables
- Project Team - Project Manager	Requirements Validation Agenda



• SMEs	
Organizational Time Commitment	Consultant Location
Review and Critique Processes and Requirements: 40 hours	Offsite

Objective: To Review and Critique City Provided business and functional requirements for a new ERP system

The Team will review and provide feedback on the processes and requirements provided by the City of Port Orange. Next, the Team will critique, provide suggestions for the Final Requirements Document, which varies in length depending on the size of the organization, by collecting information from six different sources.

1. The Team pulls the Panorama requirements template that is pre-populated with standard requirements as a starting point.
2. The Team looks for pain points gathered from the City and drafts suggestions to address the pain points.
3. The Team drafts requirements that it determines are needed to address any potential process improvements.
4. The Team extracts the potential labor benefits and time savings associated with an ERP implementation.

The Team works with the Project Manager to set the Requirements Validation Agenda to influence Task 4, Mapping Current Processes, which is a schedule to determine the time, resources, and topics to be discussed during the off or onsite validation of requirements.

Task 4 – Mapping Current and To-Be Processes and Requirements

Organizational Involvement	Deliverables
• Project Team • Project Manager • SMEs	• Visio process maps • Requirements Document • Requirements Validation Agenda
Organizational Time Commitment	Consultant Location
Develop Processes and Requirements: 1-2 hours per functional area: Approximately 80 hours	Onsite documentation, Offsite analysis

Objective: To document business and functional requirements for a new ERP system

The Team develops the processes and requirements offsite using the information collected from the Requirements Gathering Sessions.

First, the Team drafts the processes that it collected during the Requirements Gathering Sessions. It produces Visio™ process maps that reflect the organization's current state processes. The organization's Project Team validates the process maps on its own, and any changes are sent to the Team for correction in Visio.

Next, the Team creates the Requirements Document, which varies in length depending on the size of the organization, by collecting information from six different sources.

5. The Team pulls the Panorama requirements template that is pre-populated with standard requirements as a starting point.
6. The Team compiles pain points gathered from the Requirements Workshops and drafts requirements to address the pain points.
7. The Team writes specific requirements for each sub-process that was documented in the Visio process maps.
8. The Team drafts requirements based on the current documented systems.



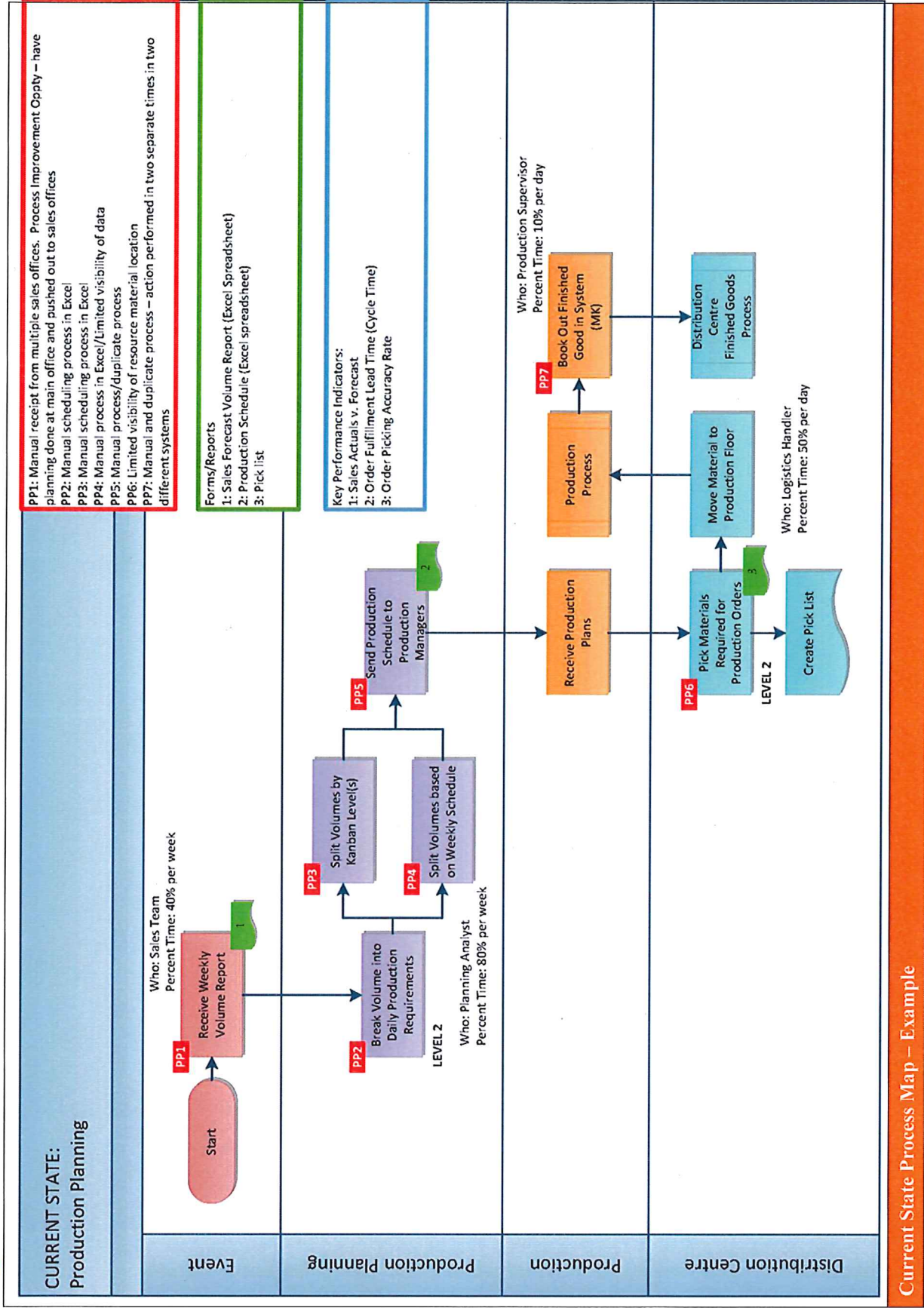
9. The Team drafts requirements that it determines are needed to address any potential process improvements.
10. The Team extracts the potential labor benefits and time savings associated with an ERP implementation.

Before validation of the Requirements Document, the Team works with the Project Manager to set the Requirements Validation Agenda, which is a schedule to determine the time, resources, and topics to be discussed during the off or onsite validation of requirements.

Validation occurs when the Team sends the Requirements Document to the Project Team for review. Validation may be a call or onsite meeting, depending on organizational process, to walk through each Requirements Document line item and prioritize each requirements line item within the functional area. The Team selects any items that it might want to include in onsite Vendor Demonstrations.

The Requirements Document becomes a very important guiding document for the Team and organization for the following reasons.

- A subset of the requirements becomes the top ten percent of the requirements used in the Request for Information (RFI) that is sent to the long-listed vendors.
- All of requirements are sent as a Request for Proposal (RFP), which is sent to the short-listed vendors.
- The Team pulls requirements to create Demonstration Scripts and Business Scenarios.
- The Team uses the requirements to determine the phased approach for ERP Implementation, e.g., an organization may want to determine a hierarchy of functional area to be targeted for implementation, or the organization may want to implement all of the mandatory requirements first and then implement the value-add requirements in a second phase.
- The Team develops Test Scripts from the requirements for conference room pilots during the ERP Implementation.



Current State Process Map – Example



Pain Points	
Manual process management	
Multiple duplicate data entry points across systems	
Limited visibility of inventory	
Manual scheduling planning	
Limited visibility of available of resource and material	
Lack of capacity visibility	
Limited cost visibility	
Limited data integrity	
Multiple systems for police, fire, schools, facilities and public services	
Difficult deployment of public safety software	
GIS integration	

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Priority Key	
M	Mandatory: the organization cannot operate without this requirement
V	Value-add: possible potentially painful) work-around for this requirement
N	Nice to Have: meeting this requirement would make a task or business function easier

Functional Processes	#	Requirements	Priority (M/V/N)	Notes/Comments	Demo Item
Operations & Planning (General)					
		Integration with current police and fire software	M		
		GIS integration	M		
		911 call center	M		
		The ability to set up new public works jobs	V		
		The ability to provide data hosting for other cities	M		
		The ability to track work in process	M		
		The ability to create public works efficiency reports (to include: by resource, location, product, etc.)	N		
		The ability to create Point of Sale inventory and scheduling for the convention center	M		
		Mobility solutions for public works	M		
		Time keeping	M		
		Compliance with all Federal, State and Local regulations	M		

Current Systems	Process Improvements
1. Zole 2. Fire House 3. Fire RMS 4. CTS America	1. Standardize and integrate fire department planning processes with selected ERP 2. Standardize and integrate law enforcement software with new ERP

Requirements Document for Production & Planning - Example

Task 5 - RFP Development and Vendor Discovery

Organizational Involvement	Deliverables
- Project Manager - Project Sponsor - Project Team - SMEs	- RFP packet - RFP Analysis - Technical Fit Assessment - Updated Vendor Cost Schedule
Organizational Time Commitment	Consultant Location
- RFP review: 1 hour - Discovery call: 2 hours per vendor - Onsite demonstrations: 8-16 hours per vendor - Follow-up survey: 30 minutes - Approximate Total Hours: 160 hours, 2 FTE	Onsite

Objective: *To evaluate the short-listed vendors through an RFP and Vendor Demonstration process*

The RFP development is a four-week process:

1. Week one: notify vendor short-list and send RFP packet
2. Week two: Complete pre-discovery
3. Week three: Complete discovery, receive RFP Appendix A, B, and D responses
4. Week four: Onsite Vendor Demonstrations

The Panorama Industry Relations Team notifies each short-listed vendor that they have been selected to move forward in the proposal process, and the Team compiles and sends out the RFP packet. The RFP packet contains:

- RFP: Lists the objectives, background of client, and evaluation process
- Appendix A: Full list of the software requirements
- Appendix B: Technical Fit Assessment
- Appendix C: Demonstration Agenda and Scripts
- Appendix D: Vendor Demonstration Agreement

The Team schedules vendor pre-discovery calls with each vendor. The calls only include the Team and the vendor to answer any questions regarding the RFP packet and provide an overview of the Panorama process for Vendor Demonstration. We schedule vendor discovery calls with the Team, vendor, and organization, so the vendors can ask clarifying information in preparation of the Vendor Presentations.

When the Team receives the RFP Appendices A and B, we perform an RFP Analysis, Technical Fit Assessment, and prepare a high-level cost estimate. The Team will share the initial RFP analysis and high-level cost estimate with the organization. We also prepare Vendor Demonstration notes based on the RFP analysis so the Team can ask probing questions during the onsite demonstrations.

For the Technical Fit Assessment, we send out the organization's technical fit questionnaire before the longed-listed vendors are selected so the organization can complete it in its spare time. The short-listed vendors complete their portion of the assessment during this task. The Team assesses the information that the organization and short-listed vendors provide, and we determine whether the organization has the sufficient skill sets, hardware, etc. to support proposed ERP solutions. The Technical Fit Assessment piece is shared as part of the Software Recommendation in Task 14.

Before the vendors come onsite for Vendor Demonstrations, the Team provides demonstration training. The demonstration training coaches the organization so it knows what to expect and how to behave during the onsite Vendor Demonstrations to preserve the organization's bargaining position during vendor negotiations.

The short-listed vendors present their ERP software solutions onsite during the Vendor Demonstrations period. The Vendor Demonstrations period is a one or two-day period per vendor. During this period, the vendors follow the

Demonstration Scripts and address any questions or concerns the reviewers may have. Any questions that cannot be answered immediately are addressed during the Demonstration Follow-up sessions.

Additionally, during the Vendor Demonstrations, the Team gives all of the participants a Vendor Demonstration Survey that is hosted in our online survey tool. The survey is open for a one-week period, and the Team encourages participants to complete it after each demonstration session. The Survey posts the Demonstration Script line items and asks the participants how well the Vendor demonstrated each script point on a one-to-five scale.

Following the Vendor Demonstrations and Follow-up Demonstrations, the vendors will have all of the information they need to provide updated ERP software costs. The Team requests that each vendor sends an updated cost schedule for their solution. This updated cost is included in the final Business Case.

Task 6 – Technical Assistance During Software Selection

Organizational Involvement	Deliverables
- Project Sponsor - Project Manager - SME - Core Team	Technical Fit Assessment
Organizational Time Commitment	Consultant Location
IT Department and Panorama: 80 hours	Onsite and offsite

Objective: *To provide Technical Assistance during the ERP Software Recommendation to the organization*

Panorama's approach also considers the technical fit of potential vendors relative to the City's technical environment and infrastructure needs. The intent of this assessment is to both evaluate technical fit and potential deficiencies and to identify the costs Port Orange would incur to support the new ERP environment. This 30-point technical assessment, facilitated by Panorama via a joint workshop between the City and vendor technical teams, will assess key areas such as network protocols, security, server OS, performance, and scalability.

Panorama's assessment will document the City's current environment, the vendors' requirements to support their software, gaps between vendor requirements and Virtus' current infrastructure, and other recommendations and costs associated with the assessment. The intent of this document is to assess the strengths, gaps, and implications of migrating to each of the short-listed vendors.

Task 7 – Analysis, Recommendation and Vendor Negotiations

Organizational Involvement	Deliverables
- Project Sponsor - Project Manager - SME - Core Team	- Vendor Negotiation Tactical Plan - Recommendation presentation
Organizational Time Commitment	Consultant Location
Analysis, Recommendation, Negotiation: 60 hours	Onsite and Offsite

Objective: *To provide Port Orange with a in-depth analysis, a thoughtful software recommendation, and provide the best contract terms at the lowest price*

Panorama will assist the City with a RFP review, analysis of vendor offerings, demonstration analysis and a software recommendation and a decision brief. Once the initial vendor decision has been made, Panorama works with the project team to negotiate the best business arrangement for Port Orange, including procuring the chosen vendor's software at the lowest possible cost. As part of this task, Panorama creates a Vendor Negotiation Tactical Plan, which outlines the terms of the vendor's proposed offering compared to the terms that should be requested from the vendor. This negotiation

**Panorama's
Negotiation Strategy
helped the City of
Sunrise, Florida save
more than \$550,000 on
its recent ERP software
purchase!**



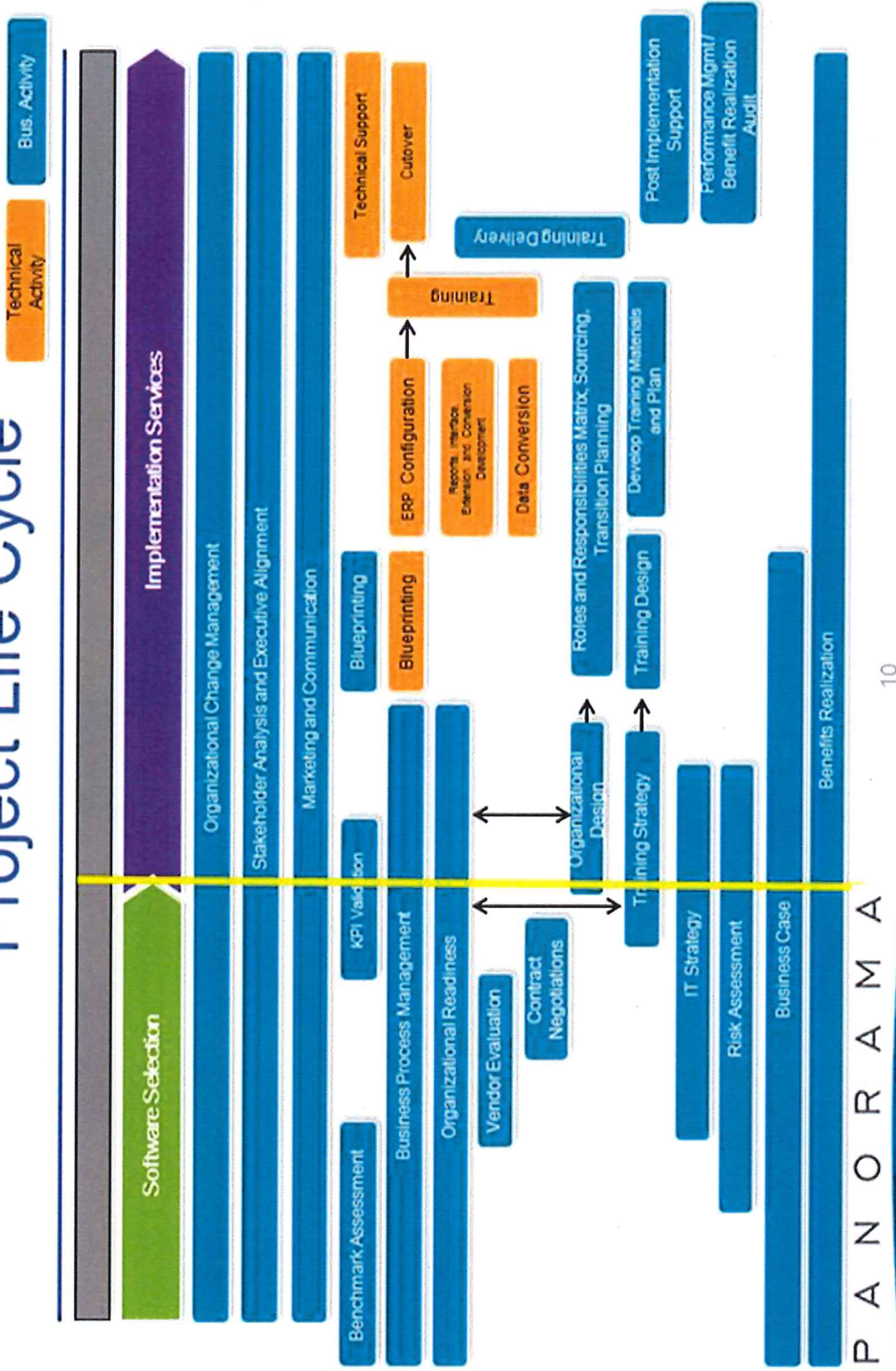
exercise focuses on key aspects of total cost of ownership, including software licenses, annual maintenance, implementation services, payment schedule, and contract terms.

Negotiating Point	(Vendor Name) Proposed Terms	Panorama's Negotiation Points	Panorama's Recommended Terms
Software License Costs (includes PLM, HR, etc.)	\$43,198.6 for "core" ERP software (5 Concurrent/7 Data Collection Users) \$22,324.50 Third Party Products Total = \$66,243.10 Grand Total: \$79,491.72 (Includes 1st year Maintenance)	\$43,198.6 for "core" ERP software (5 Concurrent/7 Data Collection Users) \$22,324.50 Third Party Products Total = \$66,243.10 10% Discount = \$6,224.31 Total = \$60,018.79 Grand Total: \$71,280.12 (Includes 1st year Maintenance)	Typically, vendors give up to a 40% discount on software licenses for larger purchases. Typically, 15% - 25% for midsized purchases and 5% - 15% smaller purchases
Payment terms – Software licenses	100% upon signing	50% upon signing = \$35,640.05 50% net 30 = \$35,640.05	Typically, vendors want full software payment upon contract execution. A payment term of 33% upon execution, 33% net 60 and 33% net 90 should be requested. This is typically not honored but will open them up to accept other payment terms such as 50% upon execution, 25% net 30 and 25% 90 days. Hosted solution(s) or add-on application(s) contracts need to be reviewed in depth. Database and customization charges are often hidden.

Vendor Negotiation Tactical Plan - Example



Project Life Cycle



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Task 8 – Implementation Transition

Organizational Involvement	Deliverables
• Project Sponsor • Project Manager • SME • Core Team	• IV&V checklist
Organizational Time Commitment	Consultant Location
Depends upon the organization and software: 80 hours	Onsite and offsite

Objective: *To provide Technical Assistance during the ERP Software Recommendation to the organization*

The purpose of Task 8 is to assist the City in the implementation and acceptance of the selected ERP vendor solution. Given our experience in similar projects, we anticipate the timeline to be 2 months. However, the actual timelines will be dependent upon a variety of factors that need to be defined after software selection.

Panorama will conduct a review of the following areas with the ERP implementation:

1. Program and Project Management
2. Financial Management
3. Schedule Management
4. Risk/Issue Management
5. Communication Management
6. Roles and Responsibilities
7. Governance Oversight
8. Metrics and Status Reporting
9. Vendor Management

Panorama has extensive experience in performing implementation support services. We would employ a detailed twelve-page checklist that we have developed and used which addresses each of the areas identified in the Statement of Work. Our goal is to be an objective, independent and neutral third party advisor and to make observations and recommendations collaboratively with the client, with project success as the outcome. Our perspective provides tangible measurement and alternatives to the existing performance of the project as well as helps identify issues which may not be visible. Ensuring the implementation project remains on-track and expected benefits are realized requires consistent and independent oversight. Therefore, our approach not only focuses on the quality of deliverables and activities, but on the value of these activities and whether they contribute to successful system deployments.

Cost Breakdown and Assumptions

Panorama resources are billed in USD\$, on a not to exceed price, at the rates shown on the table on the following page. The prices are based upon benchmark data from similar sized clients with complex organizations. The prices assume the following:

- Report and Form Modifications are not assumed in this scope
- Integrations to other systems are not assumed in this scope
- Security Training and Environment Setup are not assumed in this scope
- The City is assumed to be responsible for all data and data conversion activities
- Only Master data will be converted in this scoping
- The City will provide a PM and manage all City resources
- The City will provide resources as required by the project plan and timeline
- Addressing of System bugs are not assumed in Scope

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- Client Core Team will be required to have authority to make all business decisions throughout the duration of the Implementation
- Client PM will be required to assist in the development, documentation and manage the system Cutover.

These fees include use of Panorama's proprietary tools, methodologies, and other intellectual property. Panorama's fees for travel time to and from client location will be included in the price. Panorama is flexible in our approach to meeting our clients' needs, we welcome the tailoring of our service for your needs. While following our entire methodology is recommended, we will add or subtract services to better accommodate your needs and cost estimates. However, please keep in mind that Panorama remains flexible in our delivery and can modify across these options, as needed.

Required Tasks				
Task 1	Project Preparation and Planning			
	Level of Effort	Hours	Rate	Cost
	1 weeks x 0.25 FTE	10	\$185	\$1,850
	<i>1.0 Full Time Equivalent (FTE) = 40 hours per week; therefore 1.5 FTE = 60 hours per week</i>			
Task 2	Kick Off Meeting and Executive Strategy			
	Level of Effort	Hours	Rate	Cost
	1 weeks x .4 FTE	16	\$185	\$2,960
Task 3	Review Existing Requirements			
	Level of Effort	Hours	Rate	Cost
	1 weeks x 1 FTE	40	\$185	\$7,400
Task 4	Mapping Current and To-Be Processes and Requirements			
	Level of Effort	Hours	Rate	Cost
	1 weeks x 2 FTE	80	\$185	\$14,800
Task 5	RFP Development and Vendor Discovery and Evaluation			
	Level of Effort	Hours	Rate	Cost
	4 weeks x 1 FTE	160	\$185	\$29,600
Task 6	Technical Assistance during Software Selection			
	Level of Effort	Hours	Rate	Cost
	2 weeks x 1 FTE	80	\$185	\$14,800
Task 7	Analysis, Recommendation and Vendor Negotiations			
	Level of Effort	Hours	Rate	
	3 weeks x 0.5 FTE	60	\$185	\$11,100
Task 8	Implementation Transition			
	Level of Effort	Hours	Rate	
	8 weeks x 0.25	80	\$185	\$14,800
Grand Total				\$97,310

Conclusion

We look forward to the opportunity to guide the City of Port Orange through this exciting and challenging ERP implementation process. Our proven approach, ERP expertise, thought leadership, and technology independence ensure that we are well-suited to partner with Port Orange to make this project and transition a resounding success.

We look forward to the opportunity to earn your business by reviewing this proposal with you in more detail. In the meantime, our team is prepared to answer any additional questions that your team may have.

Contact Information

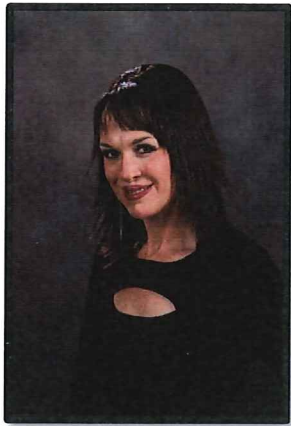
Please direct any questions, concerns or requests for more information regarding this proposal to:

Rich Farrell
 Capture Manager
 Panorama Government Solutions

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3773 Cherry Creek North Drive, West Tower Suite 720
Denver, CO 80209
Phone: 719.510.2552

Resumes



**GOVERNMENT
DIRECTOR OF OPERATIONS,
SENIOR ERP SME:
Ms. JANUARY PAULK**

QUALIFICATIONS SUMMARY

January is LEAN Six Sigma certified and has a decade of experience using Six Sigma methodologies to analyze and improve public sector processes, especially in the areas of ERP assessments and implementations. January also has extensive experience managing client relationships and programs ranging from small businesses to Global Fortune 500 companies and Government Executive organizations. Her expertise is in leading government ERP implementation, process improvement and organizational change management initiatives. As a cross-functional leader for government accounts, January is an expert at leading multiple teams in a variety of locations, identifying client cost reduction initiatives, and has strong program/project management skills including new program launches and project initiatives. January holds her MBA from the University of Denver.

AREAS OF EXPERTISE

- Municipal ERP Assessment
- Municipal ERP Software Selection
- Vendor Negotiations
- Business Process Management
- Government ERP Implementations
- Municipal Organization Change Management
- Expert Witness

PROFESSIONAL SUMMARY

Panorama Government Solutions, Denver, Colorado

2011 - Present

Director, Government Client Services

Responsible for leading Panorama's client support and assessing public sector ERP processes, tools and systems and optimizing operations. Oversaw program management and business process improvement for a large technology reseller company. Worked directly with the CFO and Director of technology to select the correct software package to support and drive the business.

- Conducted assessments and optimization efforts for 15 government and corporate clients.

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- Holds specific focus areas of modernizing Business Process and Organizational Change Management.
- Organizations supported:
 - City of Charlotte, North Carolina
 - City of Fort Smith, Arkansas
 - City of Sunrise, Florida
 - United States Soybean Export Council (USSEC)
 - Stoneridge (Expert Witness)
 - Société de l'assurance automobile du Québec
 - RH Sheppard
 - Global US Corporation (confidential)
 - Driscolls
 - Medela
 - Ophir
 - Delta
 - Sirtex
 - Fort Wayne Metals
 - Johnny's Selected Seeds
 - Tri Tool
 - Artisan
 - United Electric Controls
 - Memory Suppliers
 - Associated Universities, Inc., /National Radio Astronomy Observatory (AUI-NRAO)
 - Alaska Native Tribal Health Consortium
 - Governor's Office of Storm Recovery for the State of New York (GOSR)
 - Nucor
 - Mothers of Preschoolers (MOPS)
 - Majestic Steel
 - Magpul
 - EZWAY
 - Lisle
 - InRange
 - Hatteras Yachts
 - Genesis Technology
 - Fisher & Paykel
 - Bedrock
 - Filson
 - Dymax
 - Verify
 - Chromalloy

TeleTech, Englewood, Colorado

2007 - 2011

Senior Global Manager

Managed the Global Process, Quality, Training and Reporting programs for the Hewlett Packard (HP) account to include the HP U.S. Consumer, HP Canadian Consumer, Latin American Consumer and Asia Pacific Consumer. Programs included Technical Support, Customer Service, Revenue Generation and Home and Home Office sales and support.

- Managed account of over 3000 agents and a team of 175 direct and indirect reports.
- Developed and implemented quarterly strategic initiatives to improve performance and address performance gaps in the following areas: hiring, training, quality, performance management, leadership development and succession planning.
- Recommended process standards, process measurements and roadmaps to ensure consistent methodology and process standardization requirements were followed across all functional areas and locations.
- Project managed Hewlett Packard pilot programs across the TeleTech Enterprise.
- Designed and managed implementation of the TeleTech HP Quality Management System (QMS).
- Redesigned the training process to provide a closed loop process and improve quality for the Operations department.
- Managed client profitability through cost reduction initiatives while gaining operational efficiencies.
- Mentored teams through process improvement efforts to achieve customer effectiveness and efficiency goals.
- Recommended process standards, measurements and roadmaps to ensure consistent methodology and standardized organization requirements.
- Developed control charts and reports that enabled the management of continuous performance improvement and operational excellence.
- Coached and certified TeleTech HP management in Six Sigma White Belt certification.

McDATA Corporation, Broomfield, Colorado

2004 - 2007

Senior Customer Quality Manager

Managed the quality and technical relationship with customers: Sun, StorageTek and Dell.

- Monitored applicable product and process attributes including production yields and field performance.
- Provided product and process performance metrics as required to customers.
- Relayed pertinent field performance metrics, failure information and customer feedback from customer(s) to Corporate Quality, Engineering, Manufacturing, Marketing and other relevant functional areas to facility.
- Participated in, and lead, cross-functional teams to resolve quality issues.
- Represented McDATA values, ethics and strategies in external relationships and represented the customer within McDATA.
- Coordinated and managed all quality related projects and initiatives both internal to McDATA and external at customer sites.

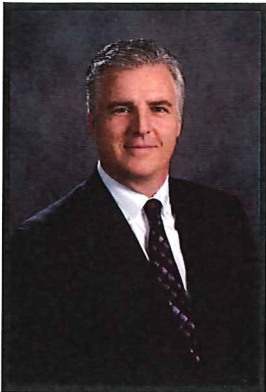
EDUCATION

University of Denver

- Master of Business Administration
- Bachelor of Arts

CERTIFICATIONS

- Six Sigma, Green Belt
- PROSCI
- Spanish (fluent)



PROJECT MANAGER/IV&V
SUBJECT MATTER EXPERT
RICHARD ARMITAGE

QUALIFICATIONS SUMMARY

International, results-driven, proven finance and business systems professional with significant Enterprise Resource Planning and project management experience. Specializes in change management and process improvement. Richard has assisted many project management teams bring in projects on time and on budget as well as reduce defects with implementations.

AREAS OF EXPERTISE

- Project Management
- Business Process Analysis & Design
- Business Process Improvement
- Independent Validation and Verification
- Quality Assurance
- Team building
- Mentoring & Training
- Expert Witness

PROFESSIONAL EXPERIENCE

Panorama Government Solutions
Senior Manager – Expert Services

2015 - Present

Client Services and Project Case Manager for the Expert Services Division. Offerings include unbiased Expert Witness services including consulting, report writing and court testimony, IV&V and Project Recovery

- Key Case Manager for all Panorama Expert Witness accounts responsible for report content, client communication, e-discovery and determining case strategy with counsel. Lead Project Manager for Panorama's Project recovery and IV&V engagements.
- Help educate counsel on the meaning and importance of ERP related technical, conceptual and project management terms and their relevance to a case. Help counsel prepare for depositions relating to technically complex topics.
- Help prepare for and support both deposition and trial testimony for the designated expert.
- Authored and co-authored several expert witness reports for clients with opinions covering broad ERP related topics including Project Governance, resources, realistic project timelines and budgets, the need for IV&V as well as improper software selection and hardware configuration.
- Further support expert witness fact e-discovery with knowledge of both HPQC and Remedy ticket systems to analyze root causes of implementation failure.
- Developed and further refined Panorama's expert witness and IV&V methodologies and aligned them with Panorama's Perfect Fit™ and Perfect Path™ software selection and implementation methodologies using

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- Developed and further refined Panorama's expert witness and IV&V methodologies and aligned them with Panorama's Perfect Fit™ and Perfect Path™ software selection and implementation methodologies using personal experience as well as lessons learned from Panorama's software selection, implementation, IV&V and Expert Witness engagements.

ServiceLink Field Services (Fidelity National Financial)

2015 - 2015

Senior Project Manager – New Client Implementation and Support

- Established relationships with key industry strategic 3rd Party software partners and vendors. Integrations provided on these platforms were essential to reporting compliance and asset data to investor firm or Federal Agency investor.
- Communicated the details of each enhancement, defect or new feature and its impact to the integrators once the development team set the schedule each month. Shared functional requirements, schemas and API's as necessary with the integrators and ensured that any readiness testing was completed and secured go-live authorization.
- Coordinated integration relevant cross-functional and cross-company teams across development, Quality Assurance (QA), UAT/Testing, monthly production release deployment, network security, training and support for the AssetShield project.
- Coordinated, as liaison and single point of contact, the integration with the primary individual 3rd party companies (integrators) that offered mobile app-driven workflow solutions for our inspector and preservation networks. Secondary integration points included the interface with our client banks and their respective servicing platforms as well as both mortgage investor agencies and private investor firms.
- Drove improvement of client on site 'check-in' compliance statistics using the functionality of the integrators mobile app software from 35% to 75% in four months.

Employee Based Systems (EBS)

2014 - 2015

Senior Project Manager – New Client Implementation and Support

- Analyzed internal barriers to growth and development bottlenecks by streamlining processes for bug fixes, product upgrades and new customer implementations. Improved customer communication by standardizing and tracking change control and trouble ticket workflows. This was achieved by adopting a PMO framework and utilizing PMP best practices.
- Standardized all training materials and project documents used for implementations making the transition process more efficient across all products, achieved by leveraging data from our internally developed utility program.
- Identified new sources of revenue by offering a WOTC program for customers using our recruiting solution. Developed workflows to utilize electronic forms and using technology to route HR forms.
- Worked in India as part of a coordinated project and planning effort. Formalized communication and data exchange processes using existing SharePoint and CRM tools to effect immediate 100% impact with 0% cost.

National Renewable Energy Lab (NREL)

2009 – 2014

Senior Analyst/Project Manager – Business Support

- Led projects to update month-end cost and annual plan allocation process from Oracle Project based to Hyperion Essbase.
- Ensured timely and accurate month-end close with accounting using Oracle EBS process. Reported key metrics, variance analysis and validations to DOE HQ via 3rd party vendor using proprietary DOE 'CPS' and BARDI process.

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- Hyperion Enterprise Planning (EPP) administrator, SPOC, SME and trainer. Key contributor for Phase II upgrade.
- Performed special analysis, projects and lab-level reporting for the CFO, including DOE HQ and the U.S. Congress.

Lead Finance Analyst

- Lead Finance Analyst and supervisor for the National Center for Photovoltaics (NCPV) and Solar Program. Allocated funding to compliment and support time-phased budget formulation plans and AOP.
- Provided financial analysis, planning and development support of budgets exceeding \$80m for operations and research.
- Finance OBIEE reports author and super user. Key systems support for Annual Operating Plan AOP and monthly reporting.
- Prepared DOE, Federal funding proposals and opportunities for the NCPV and 3 year \$260m Annual Plan to Program HQ.

Finance Business Systems Administrator

- Planning Systems Administrator (Hyperion Pillar 5.0).
- Ensured timely and accurate month-end close with the Accounting group and then reported key metrics, variance analysis and reconciling items to DOE HQ via 3rd party vendor.
- Client-side project manager for NREL's concurrent planning and funding system conversion (from Hyperion Pillar 5.0 and MS Excel respectively) to Hyperion System 9.3 with subsequent upgrades to 11.2.

The Trizetto Group

2008 – 2009

Finance Manager

- Business partner to the hosting and business services divisions
- Performed monthly variance analysis of MOM, YTD and YOY actuals to budget, and actuals to forecast, finance and performance metrics and staffing for internal management and Venture Capital ownership.
- Led ground up annual budgeting process, including internal and contractor headcount, capital requirements and operations.
- Updated forecasts and plans monthly based on a line by line interview process with the field managers.
- Maintained complex models to analyze trends in revenue, expenses and capital forecasting to improve visibility in our forecasting methodology, the budgeting process and a more efficient allocation of firm-wide funding resources.
- Improved process for reporting and collection of billable time to directly support client profitability metrics and statistics.

Lehman Brothers (DBA Aurora Loan Services)

2003 – 2008

Lead Financial Analyst / Finance Manager

- Business partner to 18 senior managers and over 140 P&L's in the General and Administrative (G&A) area.
- Project manager for several internal automation efforts for the mortgage divisions' commissions systems locally and ultimately with the Neuberger Berman subsidiary in New York.
- Prepared annual and monthly sales volume forecasts that drove staffing, headcount and facilities requirements for the firm. Intelligence was gathered using industry data and internal proprietary analytics. Sales volumes drove the AOP process for the firm determining demand for staffing by function and the subsequent demand for support and space requirements.
- Supervised associate and jointly manually calculated commissions for over 440 sales employees and manager overrides. Payments exceeded \$45 million annually in 3 distinct sales channels, each with unique product and volume driven compensation plans.

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- Provided reporting of performance and competitive intelligence data externally for both regulatory purposes and for industry benchmarking to several industry and regulatory agencies. Represented firm at annual MBA/Stratmore peer round table.
- Prepared and presented the monthly performance results, KPI dashboards and volume forecasts to the Executive Committee.
- Developed and maintained procedures, reporting and audit safeguards as well as adherence to and knowledge of Lehman AML protocols and due diligence as I generated the commissions payments to Lehman Payroll in New York.
- Developed and maintained models that allowed accurate tracking and correct monthly payouts to a sales force that grew from 85 to over 350+ over a period of 3 years.

US West/Qwest Communications International Inc. (now CenturyLink)

1999 – 2003

Lead Finance / Business Analyst

- Managed the AZ, NM and UT Local Network (OSP – Outside Plant) capital budget for all local network operations for this RBOC (Regional Bell Operating Company)
- Complied, reported and reviewed one-on-one results and variance analysis to multiple client groups on a weekly basis. Led monthly client and peer reviews of expenditures and revised forecasts for \$200m capital budget.
- Managed the entire Salt Lake 2002 Winter Olympics capital budget as one of the events core sponsors.
- Jointly developed an FTE (headcount) model to run multiple 'what if' investment strategy scenarios to help balance OSP engineering and construction forces exceeding 20,000 employees across the 14 state US West/Qwest territory.

EDUCATION

US International University (USIU), San Diego, CA,

- Master of Business Administration, International Business / Strategic Management, 1996

US International University (USIU), San Diego, CA,

- Bachelor of Science, Marketing and Finance, 1995, cum laude

CERTIFICATIONS

Project Management Institute

- PMP #1722989

Scrum Master Certified

- Certificate ID 75565



GOVERNMENT SECTOR ERP SME AND VENDOR RELATIONS: MR. WILLIAM NICKERSON

QUALIFICATIONS SUMMARY

Highly successful Manager and Enterprise Resources Planning (ERP) Consultant with a record of accomplishments with municipal and state governments. Broad and in-depth business expertise includes applications for constituent services, mobility, logistics, finance, maintenance, customer relationship management, medical devices, healthcare and chemical process manufacturing. Particularly known for ability to drive projects to conclusion that meet business requirements and delight customers. A seasoned negotiator that saved a recent municipality over \$500,000 in savings over the lifetime of their Tyler Technologies implementation.

AREAS OF EXPERTISE

- Contract Negotiations, particularly with municipalities in South Florida
- Technology-agnostic ERP consulting
- Government ERP Assessment, selection and implementation
- Business Process Mapping and Gap Analysis
- Project Management
- IT Enterprise Applications Implementation
- Enterprise Network Security
- Cross-functional team leadership
- Presentation and Communications skills
- Liaison Product Development to Manufacturing and Commercialization
- Communication and training
- Schedule & Budget Management

ERP APPLICATIONS

- Epicor ERP Framework
- Infor-Lawson
- Infor Syteline/M3
- Open Source
- QAD
- Oracle
- Sungard
- Microsoft AX
- IFS
- Salesforce
- Process Pro
- IQMS
- SAP
- Tyler Technologies

PROFESSIONAL SUMMARY

Panorama Government Solutions, Denver, Colorado

2014 to present

Senior Consultant / ERP SME / Vendor Relations Senior Manager

Responsible for ensuring the successful software selection, business analysis and implementation of various software solutions. This includes leading the business analysis process and providing product and implementation expertise to clients on how best to implement and use Tier I or Tier II systems, and managing the project team.

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- Participating in Panorama's business process mapping and in the day-to-day activities of ERP advisory engagements for various clients including process analysis and design, gap analysis, functional system design and specifications, system configuration, development of system tests, procedures, and documentation.
- Leading software selection, blueprinting, Organizational Change Management and implementation projects of Panorama's client's business solutions.
- Providing project management expertise throughout entire project.
- Analyzing business/technical requirements and objectives, performing fit/gap analysis, and providing client recommendations.
- Documenting all client engagements including the creation of design documents, technical specifications, process documentation, specification, system deployment documents, ERP system integration and interface documents and publishing reports as necessary.
- Organizations supported:
 - City of Sunrise, Florida
 - City of Fort Smith, Arkansas
 - Nelson Education
 - Chromalloy Gas Turbine
 - 1-2-3 Floor
 - Taylor Made Technologies
 - Rite of Passage
 - Maddy's Restaurant
 - Driscoll Strawberry Associates, Inc.
 - Genesis Technology USA, Inc.
 - Hatteras / Cabo Yachts
 - INRange Systems, Inc.
 - Medical Technology Industries, Inc.
 - Sirtex Medical Limited
 - Captain D's, LLC
 - Quest Nutrition
 - Tri Tool, Inc.

Chromalloy Gas Turbine

2013 - 2014

Senior Consultant / ERP SME

- Responsible for ensuring the successful software selection, business analysis and implementation of various software solutions for company. Included leading the business analysis processes and providing product and implementation expertise to clients on how best to implement and use Tier I or Tier II ERP systems, and managing the project team.

1-2-3 Floor

2012 - 2013

Business Manager

Responsible for day to day operations of flooring company and provided support for specific enterprise IT tasks. Responsible for estimating jobs, scheduling, procurements, ensuring projects finish in timely manner.

- Migrated all company user email accounts from Lotus Notes to new Microsoft Exchange Server and Outlook client. 100% success.

Chromalloy Gas Turbine

1999 - 2012

Project Manager / IT Manager

- Enterprise Project Manager for selecting and implementing a new company ERP system
 - Selection phase. Selected outside expert consultants to assist in ERP selection phase. Organized workshops for requirements gathering, vendor scoring, vendor discovery meetings, vendor

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demonstrations and provided weekly status reports to upper management. Assisted in developing “as-is” processes flows and “to-be” process flows.

- Implementation phase. Established and led Core Team/Subject Matter Experts under auspices of Program Management Office (PMO) for Chromalloy Enterprise Resource Planning (ERP) implementation. Authored Project Plan, acquired tools and co-defined the development, prioritization and leveling requirements. Identified, reviewed and validated deliverables and milestones for time, quality and accuracy and ensured progresses and project closure were achieved for PMO. Provided formal/informal project status updates to other Chromalloy facility team leaders. Communicated weekly project status to Executive Sponsor and Steering Committee. Worked in conjunction with external auditors to ensure project moved forward to meet objectives set by executive Steering Committee. Reported all project risks and scope changes to steering committee. Supervised all project team members, ensured all assigned tasks were completed on schedule and developed and presented weekly status reports. Resulted in successful delivery of ERP implementation for company.
- Enterprise computer systems IT Manager
 - Set priorities, managed and responded to all enterprise computer systems program requests in accordance with strategic operations requirements. Provided weekly communications updates with stakeholders on business critical related items. Planned, documented, and developed policy and procedures for IT organization in accordance with KPMG audit and assurance requirements. Conducted feasibility studies for project upgrades. Assisted corporate team in developing and implementing comprehensive security infrastructure upgrades, including firewall, enterprise security and VPN upgrades. Guided cross-functional teams in the design, validation, acceptance testing and implementation of secure networked communications across remote sites.
 - Supervised activities of the Senior Support Technician staff. Planned, supervised and supported computer system operations to ensure enterprise meets Service Level Agreement (SLA) performance requirements. Installed, configured and maintained routers, switches, Wide Area Network (WAN) equipment and Virtual Private Networks (VPNs). Documented and updated network infrastructure architecture in accordance with enterprise upgrades and expansion. Administered Network Operation System (NOS) for users and managed resources and security to maintain highest availability for company operations.

EDUCATION

Computer Education Institute

- Computer Network Engineering

Lassen College

- Associate of Arts

CERTIFICATIONS

- Cisco Certified Network Administrator (CCNA)
- Microsoft Certified Professional (MCP)



ERP ASSESSMENT SME: DARLENE STROMBERGER

QUALIFICATIONS SUMMARY

Change management and continuous improvement professional achieving results that are strategic and goal driven. Interfaces with varying levels of leadership to ensure that cost and quality goals are achieved. Darlene has provided successful solutions to federal and municipalities in the areas of change management and business process improvement.

AREAS OF EXPERTISE

- Aligning team goals with corporate strategy
- Process analysis, design and improvement
- Developing staff competencies
- Project Management
- Cross functional collaboration
- Government Organizational Change Management
- Team building, mentoring and training
- Change Management Leadership
- Municipal and city ERP selection

PROFESSIONAL SUMMARY

Panorama Consulting Solutions, Denver, Colorado

2015 - Present

Senior ERP Consultant

Responsible for leading teams in assessing clients' Enterprise Resource Planning (ERP) processes. Applied Six Sigma principles and tools and provided coaching, training, problem solving, needs assessments and process reviews. Applied Panorama's proprietary organizational change management methodology and customized project approaches to each client's unique needs.

- Organizations supported/ERP-related activities:
 - National Radio Astronomy Observatory (NRAO) (ERP Assessment, Independent Validation and Verification)
 - City of Bend, Oregon
 - White Earth Tribal engagement (Ojibwe Nation)
 - City of Windsor, CO

DIRECTV, Englewood, Colorado

2012 - 2015

Sr. Analyst, Customer Care Process Improvement

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- Led Process Improvement initiatives that supported Customer Care to ensure policies and procedures efficiently addressed the needs of DIRECTV customers, call center agents and back office administration.
- Implemented Customer Experience initiative to improve the billing experience for customers who become Past Due which resulted in 1 million calls saved annually. Implemented changes to improve operational efficiency and reduce costs.
- View On-line Bill Statement initiative provided all customers access to view their bill statements online without being enrolled in paperless billing or signed up for auto bill pay. Two million in cost savings projected annually reducing calls and reprint bill requests.
- Completed voluntary customer service training to learn ways to enhance customer satisfaction and improve productivity.

DEX One, Lone Tree, Colorado

2000 - 2011

Sr. Manager/Continuous Improvement

- Planned, managed and implemented enterprise-wide change and continuous improvement initiatives across business to improve the organization's performance.
- Conducted 103 assessments across the business in 35 offices, in 17 states by meeting with Supervisor/Managers and interviewing 232 direct reports to ensure MOS tools were utilized, maintained and sustained.
- Coached and trained Management Operating Systems (MOS) processes and tools not utilized, key performance metrics, identifying opportunities and resolving variances.
- Developed solutions and improvement initiatives aligned with corporate objectives.
- Led key aspects of assessment and process compliance functions by developing the assessment process to review installed Management Operating System (MOS) tools for effectiveness or ineffectiveness, as well as, ensuring system ownership and encouraging a culture of continuous improvement.
- Presented assessment results to stakeholders and senior leadership with recommendations of improvements.

Sr. Business Analyst/Change Management

2007 - 2009

- Evaluated and implemented company-wide change requests for impacts, risks and costs to execute and facilitate change. Developed implementation plans to introduce change into company processes and products.
- Managed project identifying impacts on business processes, systems and policies to reduce distribution of white page listings in four metro markets, resulting in cost savings of \$4.5 million annually.
- Facilitated problem-solving sessions with business to evaluate and determine next steps for implementing requested changes.
- Evaluated complex business problems through data analysis and collaboration with stakeholders, business owners and users.
- Defined and maintained project scope, deliverables and goals.
- Coordinated, directed and managed cross functional teams to execute on projects.

Supervisor/Billing

2000 - 2007

- Analyzed ongoing effectiveness of various operating systems to accurately manage the daily billing operations for customer accounts more than \$107 million in yearly revenue. Specific areas of responsibility included daily billing registers, reports, reconciliations and accuracy of billing cycles. Managed, coached and trained a staff of 8 billing coordinators/analysts.
- Managed \$20 million take-or-pay national advertising account serving as point of contact for all internal and external communication. A monthly detailed manual invoice and account reconciliation was required to ensure critical monthly cash flow.
- Championed and facilitated a project that established online electronic bill presentment and payment options to enhance customer support and satisfaction.

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- Billing lead for system upgrades organizing plan for user acceptance testing to ensure system readiness.
- Ensured system release notes and documentation were accurate and complete.
- Provided post implementation support to assist users with system changes and enhancements.
- Conducted end-user training.

EDUCATION

Master of Science, Organizational Leadership: Leadership and Management/Project Leadership and Management

- Regis University, Denver, Colorado

Bachelor of Science, Accounting, minor in Business

- Regis University, Denver, Colorado

CERTIFICATES

- Prosci Change Management Certified
- Lean Six Sigma
- Six Sigma Greenbelt
- Lean Six Sigma Black Belt

Acronyms

BPM - Business Process Management, 6

IV&V - Independent Validation and Verification, 18

OCM - Organizational Change Management, 6

OLTP - On Line Transaction Processing, 23

ORA - Organizational Readiness Assessment, 4

RFI - Request for Information, 7

RFP - Request for Proposal, 7

ROC - Return on Citizenship, 2

SME - Subject Matter Expert, 5

TCO - Total Cost of Ownership, 14



February 3, 2017

City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Submitted via email to purchdiv@port-orange.org

To whom it may concern:

Berry Dunn McNeil & Parker, LLC (BerryDunn) is pleased to submit this proposal in response to the City of Port Orange, Florida's (City) Request for Quote #OTP 17-09 for Assistance with Enterprise Resource Planning (ERP) Selection and Implementation. We have read the RFQ understand its contents, and agree to the terms and conditions therein. Our proposal is a firm and irrevocable offer that is valid for 90 days from the proposal due date of February 3, 2017.

BerryDunn is an independent management and information technology (IT) consulting and certified public accounting firm headquartered in Maine and serving clients nationally. We are a stable and well-established firm that has preserved our core values and reputation for excellence for 43 years. We have enjoyed steady growth by providing consistent, high-quality services to our clients in 48 states and provinces throughout the US and Canada.

To assist the City in navigating our proposal and demonstrate compliance, we have provided a crosswalk of the RFQ requirements and our proposal sections in Table 1.

Table 1: Crosswalk of RFQ Questions and Proposal Sections

RFQ Item	BerryDunn Proposal Section
No. 1-6: Costs to provide the following services: 1. Map current and to-be critical processes 2. Review functional requirements drafted by the City 3. Assist in drafting an RFP for ERP system 4. Provide technical assistance during system selection 5. Provide contract negotiation services 6. Provide implementation transition assistance	<i>Section 5.0 Proposed Costs</i>
No. 7: List of cities/counties that the firm has assisted in the ERP selection and implementation process in the last five (5) years.	<i>Section 2.1 Prior System Selection Clients</i>
No. 8: Compile a matrix of cities and/or counties the firm has assisted with each of these tasks over the last two (2) years. The City requests that the matrix include the following information: a) Population	<i>Section 2.2 Recent System Selection Projects</i>

RFQ Item	BerryDunn Proposal Section
b) What ERP vendor the jurisdiction moved from c) What ERP vendor the jurisdiction moved to	
No. 9: Provide three (3) references from cities of similar size in which the firm provided similar functions within the last two (2) years.	<i>Section 3.0 Client References</i>

As the principal of our Local Government Consulting Group, I am authorized to bind BerryDunn to the commitments made herein. Should you have any questions regarding our proposal, my contact information is as follows:

Chad Snow, Principal

BerryDunn

100 Middle Street

Portland, ME 04101

Telephone/Fax: (207) 541-2294

Email: csnow@berrydunn.com

We appreciate the opportunity to submit this proposal and look forward to continuing our work with the City of Port Orange by assisting with this important project.

Sincerely,



Chad Snow
Principal

1.0 Introducing BerryDunn

1.1 Firm Overview

BerryDunn is a consulting and certified public accounting firm headquartered in Maine and serving clients nationally. We were formed in 1974 with nine professionals and have experienced sustained growth throughout our 43-year history. Today, BerryDunn employs approximately 290 personnel, with office locations in Maine, Arizona, New Hampshire, and West Virginia, and satellite offices in Massachusetts and Minnesota. We provide a full range of services, including IT consulting; management consulting; and audit, accounting, and tax services.



For the last six years, BerryDunn has achieved the INSIDE Public Accounting (IPA) “**Top 100 Firm**” designation. BerryDunn was also named the “**Best CPA Firm for Women**” by the American Society of Women Accountants (ASWA) and the American Woman’s Society of Certified Public Accountants (AWSCPA).



These commendations, combined with our continued growth, speak to the **valued services and expertise we bring to our clients**, as well as the quality and integrity of our firm culture.

BerryDunn’s Government Consulting Group has been providing management and information technology consulting services to clients in local government since 1986. We maintain a national presence, and have worked with more than 275 local and state agencies throughout the country. BerryDunn has a long history of working with Florida government organizations including the City of Orlando, City of Port Orange, Tampa Port Authority, City of Boca Raton, and the City of Homestead. We have sponsored and attended past FCCMA annual conferences. We support the mission of the FCCMA and we look forward to continuing to help the organization educate, share knowledge, and develop Florida government leaders.

We have extensive experience assisting municipal clients throughout the project lifecycle of ERP system selection and implementation—from evaluating current business processes and needs to developing RFPs, assisting with procurement and contract negotiations, and providing independent consulting to assist in system implementations.

Our dedicated Local Government Consulting Practice Area is committed to understanding municipal and county government operations, as well as the systems and business processes that are required to provide necessary services to their internal departments and the constituents they serve. We participate in several industry groups and associations, including:

- Alliance for Innovation
- American Planning Association (APA)
- American Public Works Associations (APWA)
- American Water Works Association (AWWA)
- Florida City and County Management Association (FCCMA)
- Government Finance Officers Association (GFOA)
- International City/County Managers Association (ICMA)
- National Association of State Chief Information Officers (NASCIO)
- Project Management Institute (PMI)
- Urban Regional Information Systems Association (URISA)

Our participation in these groups helps us to stay abreast of current topics and issues affecting our clients, as well as contributes to our expertise.

1.2 Prior Experience with the City

BerryDunn assisted the City of Port Orange with an IT Strategic Planning effort in 2004 and we will leverage his deep understanding of where the City has been and the improvements it has made in the past to plot a clear direction for its future environment. We believe our prior experience with the City will enable us to hit the ground running and make the best use of City staff time and are eager to assist the City in realizing new efficiencies through the selection and implementation of an up-to-date ERP system. In addition, the City is familiar with the quality of our work and importance we place on being available and responsive to our clients.

1.3 Statement of Independence

BerryDunn is an independent consulting firm. **We do not develop or sell software, nor do we partner with system vendors that could impair our objectivity.** This allows us to provide objective services and recommendations that are in the best interest of the City of Port Orange.

1.4 Training and Development

As a CPA firm, BerryDunn requires that all of its employees participate in ongoing Continuing Professional Education (CPE). As a result, our consultants consistently pursue new technical, professional, and project management certifications. We also conduct annual internal vendor demonstrations where we invite multiple vendors of a certain type of software solution (e.g. ERP, Financial, HR, Payroll, Community Development) to demonstrate their newest functionality and present on trends they see in the industry. This balance of formal education and market awareness enables us to provide services that align with industry best practices and recommendations that span the full range of technology solutions available.

2.0 Experience

2.1 Prior System Selection Clients

BerryDunn has extensive experience in providing a variety of systems consulting services to full-service cities similar in size to the City. In Table 2, we have included a summary of public sector systems consulting projects our firm has assisted with the software selection process in the past five years.

Table 2: BerryDunn's Public Sector System Selection Consulting Clients

Client (Population)	Needs Assessment/ Gap Analysis	Requirements Gathering	RFP Development	Evaluation Criteria Development	Software Selection Assistance	Contract Negotiation Assistance	Implementation Assistance
Lake County, Illinois (700,000)	✓	✓	✓	✓	✓	✓	
City of Tucson, Arizona (525,000)	✓	✓	✓				
Washtenaw County, Michigan (350,000)	✓	✓	✓	✓	✓	✓	
City of Glendale, Arizona (237,000)	✓	✓	✓	✓	✓		
City of Irving, Texas (230,000)	✓	✓					
Sussex County, Delaware (200,000)	✓	✓	✓	✓	✓	✓	
Minnehaha County, South Dakota (183,000)	✓	✓	✓	✓	✓	✓	
Scott County, Iowa (166,000)	✓	✓	✓	✓	✓	✓	✓
City of Sioux Falls, South Dakota (158,000)	✓	✓	✓	✓	✓	✓	✓
City of Alexandria, Virginia (150,000)	✓	✓	✓	✓	✓	✓	
City of Mesquite, Texas (134,000)	✓	✓	✓	✓	✓	✓	✓

Client (Population)	Needs Assessment/ Gap Analysis	Requirements Gathering	RFP Development	Evaluation Criteria Development	Software Selection Assistance	Contract Negotiation Assistance	Implementation Assistance
City of Coral Springs (128,000)	✓						
City of Surprise, Arizona (121,000)	✓	✓	✓	✓	✓	✓	✓
City of Midland, Texas (119,000)	✓	✓	✓	✓	✓	✓	
City of West Jordan, Utah (108,000)		✓	✓	✓	✓	✓	
City of Boulder, Colorado (105,000)							✓
Gallatin County, Montana (100,000)	✓	✓	✓	✓	✓		
City of Pearland, Texas (96,000)	✓	✓	✓	✓	✓	✓	✓
City of College Station, Texas (95,000)	✓	✓	✓	✓	✓	✓	✓
City of Boca Raton, Florida (91,000)	✓	✓	✓	✓			
City of Bloomington, Minnesota (86,000)	✓	✓	✓	✓	✓	✓	✓
City of Allen, Texas (85,000)							✓
City of Rapid City, South Dakota (72,000)			✓	✓			✓
City of Santa Fe, New Mexico (70,000)	✓	✓	✓	✓	✓	✓	
City of Bismarck, North Dakota (67,000)	✓	✓	✓	✓	✓	✓	✓
City of Homestead, Florida (65,000)	✓	✓	✓	✓	✓	✓	
Town of Greenwich, Connecticut (62,000)	✓	✓	✓	✓	✓	✓	✓
City of Medicine Hat, Alberta (61,000)	✓	✓	✓	✓	✓	✓	✓

Client (Population)	Needs Assessment/ Gap Analysis	Requirements Gathering	RFP Development	Evaluation Criteria Development	Software Selection Assistance	Contract Negotiation Assistance	Implementation Assistance
City of South Jordan, Utah (59,000)		✓	✓	✓	✓	✓	✓
City of Shoreline, Washington (55,000)		✓	✓	✓	✓		
City of Richland, Washington (53,000)	✓	✓	✓	✓	✓	✓	
City of Novato, California (52,000)	✓	✓	✓	✓	✓	✓	
City of Ormond Beach, California (38,000)							✓
City of Manassas, Virginia (37,000)	✓	✓	✓	✓	✓	✓	✓
City of Grants Pass, Oregon (35,000)							✓
City of Farmers Branch, Texas (33,000)	✓						
City of Prior Lake, Minnesota (23,000)	✓	✓	✓	✓	✓	✓	✓
Goochland County, Virginia (22,000)	✓	✓	✓	✓	✓	✓	
Town of Herndon, Virginia (22,000)	✓	✓	✓	✓	✓	✓	
City of Waynesboro, Virginia (21,000)	✓	✓	✓	✓	✓	✓	
New Kent County, Virginia (18,000)	✓	✓	✓	✓	✓	✓	
Arlington Public Schools, Virginia	✓	✓					
Three Rivers Park District, Minnesota	✓	✓	✓	✓	✓	✓	

2.2 Recent System Selection Projects

In Table 3, we have presented the clients we have assisted with ERP system selection consulting services in the past two years, alongside their populations, legacy systems, and selected systems.

Table 3: BerryDunn's Recent ERP System Selection Clients and Systems Selected

Client (Population)	Legacy System	System Selected
Washtenaw County, Michigan (350,000)	Oracle J.D. Edwards	Tyler Technologies MUNIS
Washington County, Minnesota (250,000)	Infor Infinium	Highline
City of West Jordan, Utah (108,000)	SunGard Pentamation	Tyler Technologies MUNIS
City of Pearland, Texas (96,000)	SunGard HTE	New World Systems, SunGard TrakIT, and ExecuTime
City of Bloomington, Minnesota (86,000)	SunGard HTE	Tyler Technologies MUNIS
City of Santa Fe, New Mexico (70,000)	Oracle J.D. Edwards EnterpriseOne	Kronos and Tyler Technologies MUNIS
Town of Greenwich, Connecticut (62,000)	Tyler Technologies MUNIS	ADP
City of Shoreline, Washington (55,000)	SunGard IFAS	SunGard OneSolution
Village of Oak Park, Illinois (52,000)	PeopleSoft	BS&A
City of Novato, California (52,000)	SunGard HTE	New World Systems
City of Manassas, Virginia (37,000)	SunGard HTE	Tyler Technologies MUNIS
City of Prior Lake, Minnesota (23,000)	UST Financials	BS&A
City of Waynesboro, Virginia (21,000)	SunGard HTE	Tyler Technologies MUNIS
City of La Vista, Nebraska (17,000)	DT Summit	BS&A

3.0 Client References

In order to demonstrate BerryDunn's relevant experience and the quality of our past work, we have provided references for three previous or ongoing projects of similar scope and size to the software system replacement effort requested by the City, from the last two years. We have included contact information for client representatives who can speak to our expertise, proven methodology, and effective project communications in Table 4.

Table 4: Prior Client References

Client	Service(s)	Contact
City of Boca Raton, Florida	ERP Needs Assessment and System Selection	Ms. Sandra Stevens IT Director 201 West Palmetto Park Road Boca Raton, Florida 33432 Telephone: (561) 393-7724 Email: sstevens@ci.boca-raton.fl.us
City of Prior Lake, Minnesota	ERP Needs Assessment, Business Case Development, and System Selection Consulting	Ms. Jerilyn Erickson Finance Director, City of Lakeville <i>(formerly with City of Prior Lake)</i> 20195 Holyoke Ave. Lakeville, Minnesota 55044 Telephone: (952) 985-4481 Email: jerickson@lakevillemn.gov
City of Waynesboro, Virginia	ERP System Selection Consulting	Mr. D. James Shaw II Deputy City Manager 503 West Main Street, Suite 210 Waynesboro, Virginia 22980 Telephone: (540) 942-6600 Email: shawdj@ci.waynesboro.va.us

4.0 Proposed Project Team

A team of professionals from BerryDunn's Government Consulting Group will be responsible for providing the proposed system consulting services to the City. Our proposed team, introduced in Table 5, offers experience in public sector system evaluation, planning, procurement, and implementation; facilitation of workgroups comprised of personnel from across all departments; and demonstrated written and verbal communication skills. Moreover, we have made every effort to assemble team members with specialized expertise in the City's requested functional areas.

Table 5: Overview of Team Member Responsibilities

Name/Title		Responsibilities	Key Clients
Project Leadership	Chad Snow, PMP, CFE <i>Principal</i>	As project principal, Chad will have overall responsibility for the services provided to the City, ensuring that the City's project goals and objectives for the project are met.	• City of Boca Raton, Florida • City of Homestead, Florida • City of Port Orange, Florida • City of Coral Springs, Florida • Hillsborough County, Florida • City of Waynesboro, Virginia • City of Manassas, Virginia • City of Tucson, Arizona • City of Surprise, Arizona
	Seth Hedstrom, PMP <i>Senior Manager</i>	Seth has extensive experience leading similar organizations through systems planning and selection projects. In each, he has worked with all stakeholder groups to confirm current environment challenges and business drivers for the project. Seth has managed system selection and IT strategic planning projects for some of BerryDunn's largest local government clients. He is currently managing the City of Surprise, Arizona's utility billing system implementation.	• City of Surprise, Arizona • City of South Jordan, Utah • City of Mesquite, Texas • City of Santa Fe, New Mexico • Arlington County, Virginia • City of Bloomington, Minnesota • City of Glendale, Arizona • City of Midland, Texas • City of South Jordan, Utah • City of College Station, Texas

Name/Title	Responsibilities	Key Clients
		• City of Bismarck, North Dakota • City of Sioux Falls, South Dakota • City of Fort Collins, Colorado • City of Novato, California
Ryan Doil, MBA <i>Senior Consultant</i>	Ryan has managed projects similar in scope and size to the services requested by the City for a number of BerryDunn clients, including ongoing engagement with the Cities of Santa Fe, New Mexico; Shoreline, Washington; and Novato, California to select replacement ERP systems. Ryan is skilled in managing the challenges and constraints for complex, enterprise-wide projects, such as the one planned by the City of Gainesville.	• City of Boca Raton, Florida • City of Homestead, Florida • City of Irving, Texas • City of Tucson, Arizona • City of Santa Fe, New Mexico • Washtenaw County, Michigan • City of Grants Pass, Oregon • City of Shoreline, Washington • City of Novato, California • City of Richland, Washington • City of La Vista, Nebraska
Susan Johnson	Susan is an IT management professional with over 25 years of experience spanning strategic technology planning, enterprise system implementation, and the development and deployment of software and web applications for both private companies and public institutions, including municipalities. She has demonstrated her thought leadership with several speaking engagements, publications and educational workshops, as well as serving on the Board of Directors and as President of the Urban and Regional Information Systems Association (URISA).	• City of Boca Raton, Florida • City of College Station, Texas • City of Surprise, Arizona • City of Manassas, Virginia • Goochland County, Virginia • City of Dover, Delaware • City of Richland, Washington • City of Prior Lake, Minnesota • Blue Valley Unified School District, Virginia
Tam Ly, MPA <i>Senior Consultant</i>	As an experienced senior-level consultant and former municipal employee, Tam has led fiscal and operational evaluation	• City of Coral Springs, Florida • City of Midland, Texas

Name/Title	Responsibilities	Key Clients
	engagements for municipal organizations across the country that resulted in significant monetary savings, as well as efficiencies in staff sourcing. He has applied his analytical and process evaluation skills across functional areas including finance, HR, public works, public safety, community development, and utilities.	• City of Irving, Texas • City of Benbrook, Texas • Round Rock Independent School District, Texas
Keith Damon, PMP, ITIL <i>Manager</i>	Keith is a former city IT Director and employee of a Tier 1 ERP vendor with more than 25 years of IT leadership experience. He has managed ERP, Finance, Human Resource, and Payroll system implementations from the client, vendor, and consultant perspectives and will bring that knowledge to bear on the City's project. In addition he is a PMP and both ITIL and COBIT Foundation certified.	• City of Surprise, Arizona • City of Glendale, Arizona • City of Mesquite, Texas • City of College Station, Texas • City of Allen, Texas • Washtenaw County, Michigan • Minnehaha County, South Dakota • City of Rapid City, South Dakota • Goochland County, Virginia • City of Santa Fe, New Mexico • City of Boulder, Colorado • City of Grants Pass, Oregon • City of Pearland, Texas
Megan O'Brien, MPP <i>Consultant</i>	Megan has experience with a focus on analyzing business processes for change. This experience extends from her consulting work to previous positions within Arizona state and local government agencies.	• City of Surprise, Arizona • City of Glendale, Arizona • City of Boulder, Colorado • City of Santa Fe, New Mexico • City of College Station, Texas • Gallatin County, Montana

Name/Title	Responsibilities	Key Clients
Additional BerryDunn Resources	BerryDunn's team will also include consultant(s) and/or senior consultant(s) from BerryDunn's Government Consulting Group made up of 90 personnel. These resources will support the Project Team with efforts relating to fact-finding, research, and deliverable development as business analyst(s).	These additional resources regularly work with the proposed Project Team and would efficiently integrate into the team if called upon for their respective subject matter expertise.

5.0 Proposed Costs

As requested by the City, we have provided our fixed costs, inclusive of all expenses, for performing each of its six requested tasks in Table 6. BerryDunn does not charge for time spent traveling, so these costs are reflective only of the time our staff will spend on the City's project. We will progress bill the City on a monthly basis for work completed.

Table 6: Proposed Cost Breakdown

Task Description	Effort and Assumptions	On-site Trips	Cost
1. Map current and to-be critical processes	We have planned to map 15 processes including five of high complexity, five of medium complexity, and five of low complexity.	1	\$14,650
2. Review functional requirements drafted by the City	We have planned for an initial off-site review, as well as two days of on-site work sessions to confirm requirements.	1	\$7,750
3. Assist in drafting an RFP for ERP system	We have planned to review the City's project artifacts, develop a draft RFP, and facilitate a work session to review and finalize it.	1	\$4,700
4. Provide technical assistance during system selection	We will develop a proposal summary memo summarizing and analyzing proposals received and facilitate an on-site scoring meeting for the City evaluation team to determine a short-list. We will then assist in developing demonstration scripts and reference check questions for the shortlisted vendors. We have not planned to provide on-site assistance during vendor demonstrations, but could adjust our scope of work to include this task, if desired.	1	\$6,450
5. Provide contract negotiation services	We will conduct an on-site kickoff meeting with the City and its chosen vendor, as well as an additional meeting toward the end of negotiations to resolve final open items. We will be available for additional discussions via teleconference.	2	\$8,400
6. Provide implementation transition assistance	We plan to make two trips to City offices to assist with the transition, which will be scheduled to align with the vendor's on-site schedule.	2	\$18,000
Project Totals		8	\$59,950



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/02/2017

Consent item: No

SUBJECT: (H23) First Reading - Ordinance No. 2017-13 -Sec. 2-278 Professional Services and Consultants' Competitive Negotiation Act (CCNA)

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve on first reading Ordinance No. 2017-13 amending Chapter 2, Article VI, Division 2 of the Code of Ordinances to establish a new Section 2-278 - Professional Services and Consultants' Competitive Negotiation Act (CCNA)

SUMMARY: Ordinance 2017-13 amends Chapter 2, Article VI, Division 2 of the Code of Ordinances by establishing a new section regarding procedures for the Professional Services and Consultants' Competitive Negotiation Act (CCNA) as prescribed in Florida Statute 287.055.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-13	Ord. No. 2017-13.pdf
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Diana Fye
Tracey Riehm
Kelly Conard
Shannon Balmer
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 03/16/2017
Approved - 03/31/2017
Approved - 04/03/2017
Approved - 04/21/2017
Approved - 04/21/2017
Approved - 04/24/2017
Final Approval - 04/24/2017

ORDINANCE NO 2017-13

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 TO ESTABLISH SECTION 2-278 REGARDING PROFESSIONAL SERVICES AND CONSULTANTS' COMPETITIVE NEGOTIATION ACT, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS Section 287.055, Florida Statutes, known as the Consultants' Competitive Negotiation Act, authorizes agencies, including municipalities, to contract with qualified firms for professional services related to the design and construction of public projects; and

WHEREAS Section 287.055, Florida Statutes requires agencies to award professional service contracts related to the design and construction of public projects in accordance with procurement laws, rules, and ordinances applicable to such agencies; and

WHEREAS, Section 287.055, Florida Statutes, requires each agency to adopt rules or ordinances for the award of design-build contracts; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Article VI, Division 2 of the Code of Ordinances to establish a new Section 2-278 to read as follows:

Chapter 2-ADMINISTRATION

ARTICLE VI. - FINANCE

DIVISION 2. – PURCHASE AND SALE PROCEDURE

Sec. 2-278. – Professional Services and Consultants' Competitive Negotiation Act

The City's selection process for professional service contracts for professional engineering, architectural, landscape architectural, and surveying or mapping services

and design build professionals are governed by Florida Statute, Section 287.055, the Consultants' Competitive Negotiation Act (CCNA), as amended from time to time.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____

Passed and adopted on second and final reading on the _____ day of _____

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/02/2017

Consent item: No

SUBJECT: (H24) First Reading - Ordinance No. 2017-11 - Revision to City Code Sec. 2-267 - Bidding Requirements

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve on first reading Ordinance No. 2017-11 amending Section 2-267 - Bidding Requirements.

SUMMARY: Ordinance 2017-11 will amend Section 2-267 - Bidding Requirements subsection (c) by stating the process for a single response to a bid solicitation. New subsection (c) is or the added to establish the process when a solicitation results in only one response. The justification for an award will be based on defined criteria as follows: (1) are the price and other terms submitted fair and reasonable? (2) did the other prospective respondents have a reasonable opportunity to respond?; and (3) does the award serve the best interests of the city. Depending on the cost of the purchase the city manager or the city council shall consider whether to award.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-11	Ord. No. 2017-11.pdf
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Diana Fye	Created/Initiated - 04/03/2017
Kelly Conard	Approved - 04/04/2017
Tracey Riehm	Approved - 04/04/2017
Shannon Balmer	Approved - 04/21/2017
Margaret Roberts	Approved - 04/21/2017
Jake Johansson	Approved - 04/24/2017
Robin Fenwick	Final Approval - 04/24/2017

ORDINANCE NO. 2017-11

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF
PORT ORANGE CODE OF ORDINANCES, CHAPTER 2,
ADMINISTRATION, SECTION 2-267, RELATING TO
BIDDING REQUIREMENTS FOR PURCHASES;
PROVIDING FOR PROCEDURES FOR SINGLE
RESPONSES; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff continues to improve the purchasing ordinances; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strike-through (~~strike-through~~) type shall constitute deletions from.

NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange hereby amends Chapter 2, Administration, Article VI, Section 2-267 of the Code of Ordinances, to add Subsection (c), and renumbering (d) and (e) as follows:

Chapter 2 - ADMINISTRATION
Sec. 2-267. - Bidding requirements.

(a) - (b) remain unchanged.

(c) *Single response to solicitation.* If only one response is received for a solicitation, then an award may be made to such respondent pursuant to the following requirements. The purchasing manager shall determine (1) that the price and other terms as submitted are fair and reasonable; (2) that other prospective respondents had a reasonable opportunity to respond; and (3) that the purchase is in the best interest of the City. In determining if the price and other terms as submitted are fair and reasonable, the Purchasing Manager may accept an adjustment to the terms to obtain a fair and reasonable purchase. If the purchasing manager determines that the single response complies with the above requirements, then a recommendation for award shall be provided to the city manager, or to the city council if the cost of the purchase is greater than \$25,000.00. Otherwise, a single response to a solicitation may be rejected, and the purchasing manager may: (1) cancel the proposed procurement; (2) solicit new bids, proposals, or replies; and (3) proceed with procurement consistent with the Ordinances and Purchasing Manual.

~~(d)~~(e) *Contract renewals.* The city shall have the authority to award and reject any or all bids. The city manager shall have the authority to exercise, in subsequent years, any renewal options initially included in the bid solicitation, provided they are approved by council at the initial award of the contract, and the terms and conditions as well as current market conditions are favorable for the city. Such renewals are subject to the availability of funds.

~~(e)~~(d) *Identical prices and priorities for award.* When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

- (1) Drug-free workplace pursuant to F.S. § 287.087.
- (2) Certified service-disabled veteran.
- (3) Local businesses as defined in section 2-275 of the Code of Ordinances.
- (4) Firm with the lowest volume of work on city projects within the last five years. The information will be based on information provided by the proposer, subject to verification at the city's option.

SECTION 2: CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: SEVERABILITY.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____

Passed and adopted on second and final reading on the _____ day of _____

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/02/2017

Consent item: No

SUBJECT: (H25) First Reading - Ordinance No. 2017-14 -Section 2-269 Performance and payment bonds.

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance 2017-14.

SUMMARY: Florida Statutes require bonds for the construction or renovation of public facilities, but permit the waiver of a bond when the contract is less than \$200,000. The proposed change to Section 2-269 will allow the City Manager to waive performance and payment bonds when the work to be completed is estimated to be less than \$100,000.

Currently, all vendors are required to supply a bond regardless of the project amount, impeding small business from bidding on small projects. The proposed ordinance amendment will waive the bond for small construction projects and increase small business opportunities and overall competition.

The risk of waiving payment and performance bonds for construction projects less than \$100,000 is that, in the event a contractor fails to complete the job in its entirety or to the City's satisfaction, a bonding agency is not available to make the City whole again. For projects in excess of \$25,000 which are competitively bid, this risk is reduced by current purchasing procedures which apply to selecting the contractor such as comparable projects completed, past performance, references, skills and ability, financial information and additional criteria if the vendor is prequalified.

Also, it should be noted that the decision to waive the bid bond shall be made before a solicitation is published and shall be include in the solicitation to vendors.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-14	Ord. No. 2017-14.pdf
2.	FS 255.05 and 180.24	FS 255.05 and 180.24 Bonds.pdf

Tracey Riehm
Kelly Conard

Created/Initiated - 04/04/2017
Approved - 04/04/2017

Tracey Riehm	Approved - 04/04/2017
Shannon Balmer	Approved - 04/21/2017
Margaret Roberts	Approved - 04/21/2017
Jake Johansson	Approved - 04/21/2017
Robin Fenwick	Final Approval - 04/21/2017

ORDINANCE NO 2017-14

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2,
ARTICLE VI, DIVISION 2 SECTION 2-269 REGARDING
PAYMENT AND PERFORMANCE BONDS; PROVIDING
FOR CODIFICATION; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that requiring payment and performance bonds, while necessary for certain large projects, may inordinately burden contractors performing smaller projects for the city, and limit competition; and

WHEREAS, pursuant to Section 255.05(1)(d), Florida Statutes, the City Council may waive a payment and performance bond when awarding contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, when the work to be completed is estimated to be \$200,000 or less.

WHEREAS, the City Council desires to encourage the accessibility of government contracts to small businesses and to promote competitive bidding for all projects whether small or large; and

WHEREAS, the City Council desires to authorize the city manager to waive the payment and performance bond requirement for city projects that are estimated to be \$100,000 or less, and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange, Florida hereby amends Section 2-269 of the Code of Ordinances to read as follows:

Sec. 2-269. – Payment and performance bonds.

(a) A contractor or vendor may be required to provide a corporate surety bond from a surety company authorized to do business in Florida to guarantee the full and faithful performance of the contract obligations and the payment of labor and material expended

pursuant to the contract whenever and in such amounts as are deemed necessary by the city manager. All such bonds shall be approved as to form by the city attorney.

(b) The city manager may waive, in whole or in part, the payment and performance bond requirements on city projects for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work, unless otherwise required by law, and when the cost of the work to be completed is estimated to be less than or equal to \$100,000.

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____

Passed and adopted on second and final reading on the _____ day of _____

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

Select Year: 2016 ▼ Go

The 2016 Florida Statutes

[Title XII](#)
MUNICIPALITIES

[Chapter 180](#)
MUNICIPAL PUBLIC WORKS

[View Entire Chapter](#)

180.24 Contracts for construction; bond; publication of notice; bids.—

(1) Any municipality desiring the accomplishment of any or all of the purposes of this chapter may make contracts for the construction of any of the utilities mentioned in this chapter, or any extension or extensions to any previously constructed utility, which said contracts shall be in writing, and the contractor shall be required to give bond, which said bond shall be executed by a surety company authorized to do business in the state; provided, however, construction contracts in excess of \$25,000 shall be advertised by the publication of a notice in a newspaper of general circulation in the county in which said municipality is located at least once each week for 2 consecutive weeks, or by posting three notices in three conspicuous places in said municipality, one of which shall be on the door of the city hall; and that at least 10 days shall elapse between the date of the first publication or posting of such notice and the date of receiving bids and the execution of such contract documents. For municipal construction projects identified in s. 255.0525, the notice provision of that section supersedes and replaces the notice provisions in this section.

(2) All contracts for the purchase, lease, or renting of materials or equipment to be used in the accomplishment of any or all of the purposes of this chapter by the municipality, shall be in writing; provided, however, that where said contract for the purchase, lease, or renting of such materials or equipment is in excess of \$10,000, notice or advertisement for bids on the same shall be published in accordance with the provisions of subsection (1).

History.—s. 18, ch. 17118, 1935; CGL 1936 Supp. 3100(23); s. 3, ch. 73-129; s. 19, ch. 90-279; s. 27, ch. 95-196.

Note.—Former s. 255.26.

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Select Year: 2016 ▼ Go

The 2016 Florida Statutes

Title XVIII
PUBLIC LANDS AND
PROPERTY

Chapter 255
PUBLIC PROPERTY AND PUBLICLY OWNED
BUILDINGS

View Entire
Chapter

255.05 Bond of contractor constructing public buildings; form; action by claimants.—

(1) A person entering into a formal contract with the state or any county, city, or political subdivision thereof, or other public authority or private entity, for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work shall be required, before commencing the work or before recommencing the work after a default or abandonment, to execute and record in the public records of the county where the improvement is located, a payment and performance bond with a surety insurer authorized to do business in this state as surety. A public entity may not require a contractor to secure a surety bond under this section from a specific agent or bonding company.

(a) The bond must state on its front page:

1. The name, principal business address, and phone number of the contractor, the surety, the owner of the property being improved, and, if different from the owner, the contracting public entity.
2. The contract number assigned by the contracting public entity.
3. The bond number assigned by the surety.
4. A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement.

(b) Before commencing the work or before recommencing the work after a default or abandonment, the contractor shall provide to the public entity a certified copy of the recorded bond. Notwithstanding the terms of the contract or any other law governing prompt payment for construction services, the public entity may not make a payment to the contractor until the contractor has complied with this paragraph. This paragraph applies to contracts entered into on or after October 1, 2012.

(c) The bond shall be conditioned upon the contractor's performance of the construction work in the time and manner prescribed in the contract and promptly making payments to all persons defined in s. 713.01 who furnish labor, services, or materials for the prosecution of the work provided for in the contract. A claimant may apply to the governmental entity having charge of the work for copies of the contract and bond and shall thereupon be furnished with a copy of the contract and the recorded bond. The claimant shall have a cause of action against the contractor and surety for the amount due him or her, including unpaid finance charges due under the claimant's contract. Such action may not involve the public authority in any expense.

(d) When the work is done for the state and the contract is for \$100,000 or less, no payment and performance bond shall be required. At the discretion of the official or board awarding such contract when such work is done for any county, city, political subdivision, or public authority, a person entering into such a contract that is for \$200,000 or less may be exempted from executing the payment and performance bond. When such work is done for the state, the Secretary of Management Services may delegate to state agencies the authority to exempt any person entering into such a contract amounting to more than \$100,000 but less than \$200,000 from executing the payment and performance bond. If an exemption is granted, the officer or official is not personally liable to persons suffering loss because of granting such exemption. The Department of Management Services shall maintain information on the number of requests by state agencies for delegation of authority to waive the bond requirements by agency and project number and whether any request for delegation was denied and the justification for the denial.

(e) Any provision in a payment bond issued on or after October 1, 2012, furnished for public work contracts as provided by this subsection which further restricts the classes of persons protected by the bond, which restricts the venue of any proceeding relating to such bond, which limits or expands the effective duration of the bond, or which adds conditions precedent to the enforcement of a claim against the bond beyond those provided in this section is unenforceable.

(f) The Department of Management Services shall adopt rules with respect to all contracts for \$200,000 or less, to provide:

1. Procedures for retaining up to 10 percent of each request for payment submitted by a contractor and procedures for determining disbursements from the amount retained on a pro rata basis to laborers, materialmen, and subcontractors, as defined in s. 713.01.

2. Procedures for requiring certification from laborers, materialmen, and subcontractors, as defined in s. 713.01, before final payment to the contractor that such laborers, materialmen, and subcontractors have no claims against the contractor resulting from the completion of the work provided for in the contract.

The state is not liable to any laborer, materialman, or subcontractor for any amounts greater than the pro rata share as determined under this section.

(g)1. The amount of the bond shall equal the contract price, except that for a contract in excess of \$250 million, if the state, county, municipality, political subdivision, or other public entity finds that a bond in the amount of the contract price is not reasonably available, the public owner shall set the amount of the bond at the largest amount reasonably available, but not less than \$250 million.

2. For construction-management or design-build contracts, if the public owner does not include in the bond amount the cost of design or other nonconstruction services, the bond may not be conditioned on performance of such services or payment to persons furnishing such services. Notwithstanding paragraphs (c) and (e), such a bond may exclude persons furnishing such services from the classes of persons protected by the bond.

(2)(a)1. If a claimant is no longer furnishing labor, services, or materials on a project, a contractor or the contractor's agent or attorney may elect to shorten the time within which an action to enforce any claim against a payment bond must be commenced by recording in the clerk's office a notice in substantially the following form:

NOTICE OF CONTEST OF CLAIM
AGAINST PAYMENT BOND

To: (Name and address of claimant)

You are notified that the undersigned contests your notice of nonpayment, dated , , and served on the undersigned on , , and that the time within which you may file suit to enforce your claim is limited to 60 days after the date of service of this notice.

DATED on , .

Signed: (Contractor or Attorney)

The claim of a claimant upon whom such notice is served and who fails to institute a suit to enforce his or her claim against the payment bond within 60 days after service of such notice shall be extinguished automatically. The contractor or the contractor's attorney shall serve a copy of the notice of contest to the claimant at the address shown in the notice of nonpayment or most recent amendment thereto and shall certify to such service on the face of the notice and record the notice.

2. A claimant, except a laborer, who is not in privity with the contractor shall, before commencing or not later than 45 days after commencing to furnish labor, services, or materials for the prosecution of the work, furnish the contractor with a written notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the contractor and who has not received payment for his or her labor, services, or materials shall deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or

supplies and of the nonpayment. The notice of nonpayment shall be served during the progress of the work or thereafter but may not be served earlier than 45 days after the first furnishing of labor, services, or materials or later than 90 days after the final furnishing of the labor, services, or materials by the claimant or, with respect to rental equipment, not later than 90 days after the date that the rental equipment was last on the job site available for use. Any notice of nonpayment served by a claimant who is not in privity with the contractor which includes sums for retainage must specify the portion of the amount claimed for retainage. An action for the labor, materials, or supplies may not be instituted against the contractor or the surety unless the notice to the contractor and notice of nonpayment have been served, if required by this section. Notices required or permitted under this section shall be served in accordance with s. 713.18. A claimant may not waive in advance his or her right to bring an action under the bond against the surety. In any action brought to enforce a claim against a payment bond under this section, the prevailing party is entitled to recover a reasonable fee for the services of his or her attorney for trial and appeal or for arbitration, in an amount to be determined by the court, which fee must be taxed as part of the prevailing party's costs, as allowed in equitable actions. The time periods for service of a notice of nonpayment or for bringing an action against a contractor or a surety shall be measured from the last day of furnishing labor, services, or materials by the claimant and may not be measured by other standards, such as the issuance of a certificate of occupancy or the issuance of a certificate of substantial completion.

(b) When a person is required to execute a waiver of his or her right to make a claim against the payment bond in exchange for, or to induce payment of, a progress payment, the waiver may be in substantially the following form:

WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(PROGRESS PAYMENT)

The undersigned, in consideration of the sum of \$, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through (insert date) to (insert the name of your customer) on the job of (insert the name of the owner), for improvements to the following described project:

(description of project)

This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

DATED ON , .

(Claimant)

By:

(c) When a person is required to execute a waiver of his or her right to make a claim against the payment bond, in exchange for, or to induce payment of, the final payment, the waiver may be in substantially the following form:

WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(FINAL PAYMENT)

The undersigned, in consideration of the final payment in the amount of \$, hereby waives its right to claim against the payment bond for labor, services, or materials furnished to (insert the name of your customer) on the job of (insert the name of the owner), for improvements to the following described project:

(description of project)

DATED ON , .

(Claimant)

By:

- (d) A person may not require a claimant to furnish a waiver that is different from the forms in paragraphs (b) and (c).
- (e) A claimant who executes a waiver in exchange for a check may condition the waiver on payment of the check.
- (f) A waiver that is not substantially similar to the forms in this subsection is enforceable in accordance with its terms.
- (3) The bond required in subsection (1) may be in substantially the following form:

PUBLIC CONSTRUCTION BOND

Bond No. (enter bond number)

BY THIS BOND, We , as Principal and , a corporation, as Surety, are bound to , herein called Owner, in the sum of \$, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated , , between Principal and Owner for construction of , the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON , .

(Name of Principal)

By (As Attorney in Fact)

(Name of Surety)

(4) The payment bond provisions of all bonds required by subsection (1) shall be construed and deemed statutory payment bonds furnished pursuant to this section and such bonds shall not under any circumstances be converted into common law bonds.

(5) In addition to the provisions of chapter 47, any action authorized under this section may be brought in the county in which the public building or public work is being constructed or repaired. This subsection shall not apply to an action instituted prior to May 17, 1977.

(6) All payment bond forms used by a public owner and all payment bonds executed pursuant to this section by a surety shall make reference to this section by number, shall contain reference to the notice and time limitation provisions in subsections (2) and (10), and shall comply with the requirements of paragraph (1)(a).

(7) In lieu of the bond required by this section, a contractor may file with the state, county, city, or other political authority an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section. The determination of the value of an alternative form of security shall be made by the appropriate state, county, city, or other political subdivision.

(8) When a contractor has furnished a payment bond pursuant to this section, he or she may, when the state, county, municipality, political subdivision, or other public authority makes any payment to the contractor or directly to a claimant, serve a written demand on any claimant who is not in privity with the contractor for a written statement under oath of his or her account showing the nature of the labor or services performed and to be performed, if any; the materials furnished; the materials to be furnished, if known; the amount paid on account to date; the amount due; and the amount to become due, if known, as of the date of the statement by the claimant. Any such demand to a claimant who is not in privity with the contractor must be served on the claimant at the address and to the attention of any person who is designated to receive the demand in the notice to contractor served by the claimant. The failure or refusal to furnish the statement does not deprive the claimant of his or her rights under the bond if the demand is not served at the address of the claimant or directed to the attention of the person designated to receive the demand in the notice to contractor. The failure to furnish the statement within 30 days after the demand, or the furnishing of a false or fraudulent statement, deprives the claimant who fails to furnish the statement, or who furnishes the false or fraudulent statement, of his or her rights under the bond. If the contractor serves more than one demand for statement of account on a claimant and none of the information regarding the account has changed since the claimant's last response to a demand, the failure or refusal to furnish such statement does not deprive the claimant of his or her rights under the bond. The negligent inclusion or omission of any information deprives the claimant of his or her rights under the bond to the extent that the contractor can demonstrate prejudice from such act or omission by the claimant. The failure to furnish a response to a demand for statement of account does not affect the validity of any claim on the bond being enforced in a lawsuit filed before the date the demand for statement of account is received by the claimant.

(9) On any public works project for which the public authority requires a performance and payment bond, suits at law and in equity may be brought and maintained by and against the public authority on any contract claim arising from breach of an express provision or an implied covenant of a written agreement or a written directive issued by the public authority pursuant to the written agreement. In any such suit, the public authority and the contractor shall have all of the same rights and obligations as a private person under a like contract except that no liability may be based on an oral modification of either the written contract or written directive. Nothing herein shall be construed to waive the sovereign immunity of the state and its political subdivisions from equitable claims and equitable remedies. The provisions of this subsection shall apply only to contracts entered into on or after July 1, 1999.

(10) An action, except an action for recovery of retainage, must be instituted against the contractor or the surety on the payment bond or the payment provisions of a combined payment and performance bond within 1 year after the performance of the labor or completion of delivery of the materials or supplies. An action for recovery of retainage must be instituted against the contractor or the surety within 1 year after the performance of the labor or completion of delivery of the materials or supplies; however, such an action may not be instituted until one of the following conditions is satisfied:

(a) The public entity has paid out the claimant's retainage to the contractor, and the time provided under s. 218.735 or s. 255.073(3) for payment of that retainage to the claimant has expired;

(b) The claimant has completed all work required under its contract and 70 days have passed since the contractor sent its final payment request to the public entity; or

(c) At least 160 days have passed since reaching substantial completion of the construction services purchased, as defined in the contract, or if not defined in the contract, since reaching beneficial occupancy or use of the project.

(d) The claimant has asked the contractor, in writing, for any of the following information and the contractor has failed to respond to the claimant's request, in writing, within 10 days after receipt of the request:

1. Whether the project has reached substantial completion, as that term is defined in the contract, or if not defined in the contract, if beneficial occupancy or use of the project has occurred.

2. Whether the contractor has received payment of the claimant's retainage, and if so, the date the retainage was received by the contractor.

3. Whether the contractor has sent its final payment request to the public entity, and if so, the date on which the final payment request was sent.

If none of the conditions described in paragraph (a), paragraph (b), paragraph (c), or paragraph (d) is satisfied and an action for recovery of retainage cannot be instituted within the 1-year limitation period set forth in this subsection, this limitation period shall be extended until 120 days after one of these conditions is satisfied.

(11) When a contractor furnishes and records a payment and performance bond for a public works project in accordance with this section and provides the public authority with a written consent from the surety regarding the project or payment in question, the public authority may not condition its payment to the contractor on the production of a release, waiver, or like documentation from a claimant demonstrating that the claimant does not have an outstanding claim against the contractor, the surety, the payment bond, or the public authority for payments due on labor, services, or materials furnished on the public works project. The surety may, in a writing served on the public authority, revoke its consent or direct that the public authority withhold a specified amount from a payment, which shall be effective upon receipt. This subsection applies to contracts entered into on or after October 1, 2012.

History.—s. 1, ch. 6867, 1915; RGS 3533; s. 1, ch. 10035, 1925; CGL 5397; s. 1, ch. 59-491; s. 1, ch. 63-437; s. 1, ch. 71-47; ss. 1, 2, ch. 77-40; s. 1, ch. 77-78; s. 1, ch. 77-81; s. 1, ch. 80-32; s. 1, ch. 80-54; s. 1, ch. 82-196; s. 2, ch. 84-288; s. 2, ch. 85-130; s. 2, ch. 88-397; s. 21, ch. 90-109; s. 4, ch. 91-162; s. 176, ch. 92-279; s. 2, ch. 92-286; s. 55, ch. 92-326; s. 1, ch. 93-96; s. 5, ch. 94-322; s. 849, ch. 95-148; s. 25, ch. 95-196; s. 1, ch. 97-219; s. 1, ch. 98-135; s. 20, ch. 99-6; s. 33, ch. 99-13; s. 4, ch. 99-345; s. 2, ch. 99-386; s. 2, ch. 2001-118; s. 3, ch. 2001-211; s. 1, ch. 2005-218; s. 1, ch. 2005-227; s. 13, ch. 2005-230; s. 1, ch. 2007-159; s. 1, ch. 2007-221; s. 2, ch. 2012-211.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/02/2017

Consent item: No

SUBJECT: (H26) First Reading - Ordinance No. 2017-15 - Sec. 2-262 Purchase and Sales Procedures

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-15.

SUMMARY: The proposed amendment will clean-up the discrepancies of the dollar amount thresholds. Additional information is also suggested to incorporate current purchasing procedures and provide additional guidance.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-15	Ord. No. 2017-15.pdf
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Tracey Riehm
Kelly Conard
Tracey Riehm
Jake Johansson
Robin Fenwick

Created/Initiated - 04/04/2017
Approved - 04/21/2017
Approved - 04/21/2017
Approved - 04/23/2017
Final Approval - 04/24/2017

ORDINANCE NO 2017-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 SECTION 2-262 REGARDING ADDITIONAL REGULATIONS AND PROCEDURES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange, Florida hereby amends Section 2-262 of the Code of Ordinances to read as follows:

Sec. 2-262. – Purchase and sales procedures.

(a) – (b) [Remain Unchanged]

(c) Purchases up to and including \$2,500.00 are purchased on the open market if the quoted price appears fair and reasonable. Items with a purchase price of more than \$2,500.00 but less than or equal to \$5,000.00 shall be made using two verbal quotations. Items with a purchase price of more than \$5,000.00 but less than or equal to \$25,000.00 shall be made with three quotations confirmed in writing.

(d) – (f) [Remain Unchanged]

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



**The City of Port Orange
Finance Department**

MEMORANDUM

TO: Michael H. Johansson, City Manager
FROM: Tracey Riehm, Finance Director
DATE: April 25, 2017
SUBJECT: **Highlights of the March 2017 Financial Report**

Attached are interim financial reports and highlights for the City's major operating activities for the period ending March 31, 2017, which represents 50% of the fiscal year. Also attached are the financial reports from Cypress Head Golf Course and the YMCA. Detailed reports for all funds are available on the City's website at: http://www.port-orange.org/finance/?p=budget_and_financial_reports. Highlights of these funds are as follows:

GENERAL FUND (Fund 001)

Revenues: During the first six months of the current fiscal year, the General Fund received a total of \$20,916,358 in revenues, of which \$20,110,529 reflected operating revenue and \$805,829 account for contributions from enterprise funds. These revenues include \$11,084,738 or 93% of the annual estimated ad valorem tax revenue. The majority of ad valorem taxes are collected in the first few months of the fiscal year. General fund revenues are 46% of the budget, however after allowing for the budgeted use of appropriated equity, the percent collected increases to approximately 62%. Ad-valorem taxes and the sale of the land on S Williamson Blvd account for the majority of the overall increase in revenue of \$2,038,428 compared with this time last year.

Expenditures: The first six months operating expenditures amounted to \$21,885,327 or 48% of the estimated expenditures for the year, with an additional encumbered amount of \$3,378,857. Actual expenditures are \$6,597,474 higher than at this time last year primarily due to expenditures incurred this year associated with Hurricane Matthew.

Please also see the attached financial statement for additional detail.

BUILDING SPECIAL REVENUE FUND (Fund 109)

Revenues: During the first six months of the current fiscal year, the Building Special Revenue Fund received \$1,027,646 in operating revenues. This equates to 89% of the annual budget, and is \$477,183 higher than this time last year. Revenues in this fund are typically received in a sporadic nature.

Expenditures: Year-to-date expenditures in the Building Special Revenue fund are \$567,535 or approximately 35% of estimated expenditure for the year. On a percent of

budget basis, year-to-date expenditures are 9% lower than this time last year; with actual expenditures \$86,305 higher than this time last year.

Year to date, the Building Special Revenue Fund is reporting an increase in net position of \$467,833.

Please also see the attached financial statement for additional detail.

WATER & SEWER FUND (Fund 401)

Revenues: The Water and Sewer Fund reported \$11,379,343 in operating revenues during the first six months, which is 46% of projected revenues for the year. This is \$309,771 more than last year and \$684,018 than in 2015.

Expenses: The first six months operating expenses excluding depreciation amounted to \$6,427,719 or 43% of estimated expenses for the year, with an additional \$1,316,363 encumbered. Non-operating activity reports a net increase of \$20,789, compared to a net loss of \$230,680 reported at the same time last year. Currently, the water and sewer fund is reporting an income of \$4,972,413, but after transfers the fund is posting a decrease in net position of \$85,739 compared to a decrease of \$479,885 from this time last year.

The attached financial statement provides additional detail.

SOLID WASTE FUND (Fund 410)

Revenues: The Solid Waste Fund's total operating revenues for the first six months were \$3,086,368, which is 44% of the annual budget and \$37,257 more than this time last year.

Expenses: The Solid Waste Fund's first six months operating expenses excluding depreciation total \$2,932,148 or 44% of estimated expenses for the year, with an additional encumbered amount of \$3,375,041. The Solid Waste Fund currently is reporting an income before transfers of \$165,261 and a change in net position of \$62,845 after allowing for transfers. The change in net position is \$221,446 less than at this time last year.

The attached financial statement provides additional detail.

DRAINAGE UTILITY FUND (Fund 412)

Revenues: The Drainage Utility Fund's first six months operating revenues amount to \$3,525,746, or 89% of the annual budget and \$56,389 more than this time last year. Revenues in this fund include the collection of drainage fees by the non-advalorem method.

Expenses: For the first six months, operating expenses totaled \$783,579 which is 36% of the annual budget and \$96,522 higher than last year. An additional \$1,153,957 is encumbered. After allowing for non-operating expenses, transfers in lieu of taxes and debt service payment transfers, the Drainage Fund is reporting an increase in net position for the first six months of \$1,434,144 which is \$452,336 less than at this time last year.

The attached financial statement provides additional detail.

GOLF COURSE REPORT

The financial reports for the period ending March 31, 2017 for the Cypress Head Golf Course are attached. Detailed statements are available in the Finance Department.

YMCA REPORT

The financial report for the period ending March 31, 2017 for the YMCA is attached.

IN SUMMARY:

As appropriations lapse at the end of each year, City Council re-appropriates funding for open purchase orders and existing funded projects. Total budget projections as they are presented in the attached reports incorporate current year appropriations plus prior year carryover pertaining to open and in process projects. Available liquid equity has been evaluated and is adequate to meet or exceed revenue policies as established by City Council.

Should you have any questions as they relate to this report or its attachments, please feel free to contact me.

Thank you,

Tracey Riehm
Finance Director

TR/lb



City of Port Orange Revenue Comparison - General Fund (001) Period Ending: March 31 (50% of the Fiscal Year)									2017/P06
Sub Activity	2015			2016			2017		
	FYTD Actual	Audited Annual Receipts	% of Total	FYTD Actual	Audited Annual Receipts	% of Total	FYTD Actual	Total Current Budget	% of Budget
ADVALOREM TAXES	9,618,585	10,443,031	92%	10,227,061	10,979,872	93%	11,084,738	11,879,103	93%
SALES & USE TAXES	0	736,939	0%	0	741,261	0%	0	0	0%
UTILITY SERVICE TAXES	2,055,879	5,153,922	40%	2,102,898	5,270,749	40%	2,122,732	5,271,979	40%
COMMUNICATIONS SERVICE TX	640,470	1,886,648	34%	630,188	1,784,375	35%	554,028	1,722,687	32%
LOCAL BUSINESS TAX	35,709	113,499	31%	46,153	148,250	31%	33,056	150,000	22%
FEES & PERMITS	1,042,664	3,333,346	31%	1,026,448	3,243,221	32%	967,148	3,256,443	30%
INTER GOVT	1,925,318	5,152,710	37%	2,070,636	5,379,844	38%	2,175,379	5,732,849	38%
CHARGES FOR SERVICE	1,161,004	3,380,323	34%	771,573	2,696,483	29%	1,359,069	2,708,906	50%
FINES & FORFEITS	80,425	45,940	175%	612,316	230,003	266%	41,471	157,600	26%
MISC REVENUE	666,695	380,473	175%	583,457	2,529,347	23%	1,772,908	1,107,639	160%
INTERFUND TRANSFER	0	63,649	0%	0	259,193	0%	0	0	0%
CONTRB FROM ENTERPRISE FD	823,130	1,646,259	50%	807,201	1,614,401	50%	805,829	1,611,658	50%
APPROPRIATED EQUITY	0	0	0%	0	0	0%	0	12,358,629	0%
GENERAL FUND REVENUE:	\$18,049,878	\$32,336,738	56%	\$18,877,930	\$34,877,001	54%	\$20,916,358	\$45,957,493	46%

City of Port Orange									
Expense Comparison - General Fund (001)									
Period Ending: March 31 (50% of the Fiscal Year)									
Department Description	2015			2016			2017		
	FYTD Actual	Audited Annual Expenditures		FYTD Actual	Audited Annual Expenditures		FYTD Actual	Total Current Budget	
NON DEPARTMENTAL	1,249,882	3,474,836	36%	1,614,442	4,386,966	37%	7,927,380	13,670,668	58%
MAYOR & COUNCIL	102,294	199,746	51%	98,316	212,693	46%	100,398	201,830	50%
CITY MANAGER	178,012	456,549	39%	275,255	588,524	47%	248,547	603,829	41%
LEGAL SERVICES	211,144	499,708	42%	260,365	563,991	46%	259,088	687,347	38%
CITY CLERK	129,689	291,702	44%	156,260	327,846	48%	165,868	365,073	45%
FINANCE	395,338	870,178	45%	476,313	968,625	49%	521,571	1,222,545	43%
PERSONNEL	153,235	352,949	43%	146,937	338,284	43%	148,694	408,239	36%
COMMUNITY DEVELOPMENT	574,692	1,266,317	45%	655,979	1,388,546	47%	703,954	1,591,061	44%
FIRE SERVICES	3,568,323	7,646,521	47%	4,081,286	8,267,873	49%	3,819,204	8,369,219	46%
POLICE	5,298,805	11,622,625	46%	5,210,848	11,668,827	45%	5,441,681	12,098,120	45%
PUBLIC WORKS	880,288	1,960,595	45%	964,226	2,252,723	43%	1,139,037	2,895,547	39%
PARKS MAINTENANCE	739,400	1,738,032	43%	815,406	2,031,817	40%	906,814	2,447,213	37%
RECREATION	265,207	718,415	37%	305,391	830,040	37%	304,786	893,362	34%
ATHLETICS	156,457	312,346	50%	225,454	441,446	51%	198,305	503,440	39%
POGTV	1,917	3,133	61%	1,375	3,462	40%	-	-	-
GENERAL FUND EXPENSES:	\$13,904,684	\$31,413,652	44%	\$15,287,853	\$34,271,663	45%	\$21,885,327	\$45,957,493	48%
Excess of Revenue over(under) Expenditures	\$4,145,194	\$923,086		\$3,590,077	\$605,338		-\$968,969	\$ -	

Note: minor variances in totals may exist due to rounding

City of Port Orange
General Fund - Balance Sheet
as of March 31, 2017

Assets	Fund 001	
Cash and equivalents	16,275,999.29	
Accounts receivable (net)	116,403.94	
Due from other governments	65,759.27	
Due from other funds	538,599.50	
Inventory, prepaid & other assets	11,841.59	
Total Assets	17,008,603.59	17,008,603.59
Liabilities		
Accounts payable and accrued liabilities	126,921.07	
Deposits and unearned	258,943.70	
Total Liabilities	385,864.77	
Deferred Inflows of Resources		
Unavailable revenue-property taxes	31,492.00	
	31,492.00	
Fund Balances		
Nonspendable: inventories and prepaid	11,841.59	
Reserved for encumbrances	3,378,857.03	
Reserved donations/contributions	8,657.10	
Unassigned	13,191,891.10	
Total Fund Balances	16,591,246.82	17,008,603.59

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - BUILDING SPECIAL REVENUE FUND (109)
 Period Ending: March 31 (50% of the Fiscal Year)

	FY2015			FY2016			FY2017		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual	%	FYTD Actual	Budgeted Annual	%
Revenues									
Permits and fees	517,819	1,250,379	41%	550,463	961,415	57%	1,027,505	1,151,500	89%
Miscellaneous		140	0%	-	126	0%	141	-	0%
Total operating revenues	517,819	1,250,519	41%	550,463	961,541	57%	1,027,646	1,151,500	89%
Expenditures									
General government:									
Planning and community development	454,553	982,921	46%	481,230	1,094,899	44%	567,535	1,638,411	35%
Total operating expenses - w/o depreciation	454,553	982,921	46%	481,230	1,094,899	44%	567,535	1,638,411	35%
Operating income (loss)	63,266	267,598	24%	69,233	(133,358)	-52%	460,111	(486,911)	-94%
Non-operating revenues (expenses)									
Interest earnings	10,415	9,047		4,908	14,363		7,722	9,000	
Other income (expense)									
Interest and amortization expense									
Total nonoperating revenue (expenses)	10,415	9,047	115%	4,908	14,363	34%	7,722	9,000	86%
Income (loss) before contributions and transfers	73,681	276,645	27%	74,141	(118,995)	-62%	467,833	(477,911)	-98%
Appropriated Fund Balance								477,911	
Transfers									
Transfers in		2,613			-				
Transfers (out) - In Lieu of Tax									
Transfers (out) - Debt Service									
Change in net position	73,681	279,258		74,141	(118,995)		467,833	-	

Note: minor variances in totals may exist due to rounding

City of Port Orange
Building Special Revenue Fund - Balance Sheet
as of March 31, 2017

Assets	Fund 109	
Cash and equivalents	2,415,804.76	
Total Assets	2,415,804.76	2,415,804.76
Liabilities		
Accounts payable and accrued liabilities	-	
Deposits and unearned	60.00	
Total Liabilities	60.00	
Fund Balances		
Reserved for encumbrances	10,414.59	
Reserved educational and training	111,932.58	
Unassigned	2,293,397.59	
Total Fund Balances	2,415,744.76	2,415,804.76

CITY OF PORT ORANGE									
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE									
BUDGET AND ACTUAL - UTILITIES OPERATING FUND (401 - ONLY)									
Period Ending: March 31 (50% of the Fiscal Year)									
	FY2015			FY2016			FY2017		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Water sales	4,683,107	11,274,679	42%	4,702,360	11,600,185	41%	4,837,533	10,401,471	47%
Hydrant rentals	28,927	36,165	80%	39,043	46,423	84%	38,762	46,010	84%
Sewer charges	5,619,770	13,639,842	41%	6,007,613	14,346,973	42%	6,079,379	13,282,971	46%
Connections service, and cut-off charges	350,466	796,698	44%	302,361	736,621	41%	361,155	891,308	41%
Other revenues ²	13,055	59,104	22%	18,195	104,876	17%	62,514	36,253	172%
Total operating revenues	10,695,325	25,806,488	41%	11,069,572	26,835,078	41%	11,379,343	24,658,013	46%
Operating expenses²									
Personal services (plus travel per diem)	2,683,398	5,799,735	46%	2,812,843	5,994,691	47%	2,961,659	6,664,251	44%
Contractual services (Professional & Other)	1,131,489	2,483,550	46%	1,219,750	2,622,163	47%	1,169,256	2,963,808	39%
Utilities	692,512	1,321,228	52%	594,479	1,183,948	50%	597,053	1,315,310	45%
Maintenance and repairs	654,221	1,565,775	42%	893,301	1,389,132	64%	752,413	1,505,388	50%
Other supplies and expenses	921,569	2,137,117	43%	856,022	2,118,171	40%	947,338	2,480,271	38%
Total operating expenses - w/o depreciation	6,083,189	13,307,405	46%	6,376,394	13,308,105	48%	6,427,719	14,929,028	43%
Operating income (loss)	4,612,136	12,499,083	37%	4,693,177	13,526,973	35%	4,951,624	9,728,985	51%
Non-operating revenues (expenses)									
Interest earnings ²	66,616	51,414		40,759	105,720		56,597	74,448	
Other income (expense)	(54,580)			(268,905)			(35,808)	(3,192,444)	
Interest and amortization expense ²	(5,020)	(154,398)		(2,534)	(141,187)				
Total nonoperating revenue (expenses)	7,016	(102,984)	-7%	(230,680)	(35,467)	650%	20,789	(3,117,996)	-1%
Income (loss) before contributions and transfers	4,619,152	12,396,099	37%	4,462,498	13,491,506	33%	4,972,413	6,610,989	75%
Appropriated Fund Balance									
Transfers									
Transfers in	-	9,579		-	-		-	-	
Transfers (out) - In lieu of tax	(630,272)	(1,260,543)	50%	(612,702)	(1,225,404)	50%	(609,534)	(1,219,069)	50%
Transfers (out) - debt service ^{1,2}	(4,374,680)	(8,749,359)	50%	(4,329,681)	(8,659,363)	50%	(4,448,618)	(8,897,235)	50%
Change in net position	(385,800)	2,395,776		(479,885)	3,606,739		(85,739)	-	

¹ Proprietary Debt Service transfers zero out as part of the year-end funds consolidation process. Includes here for historical comparison.

² Some classifications are restated for use as a management tool to 1) remove "roll-up" of funds and 2) reflect FY15 audit classifications for comparison purposes

Note: minor variances in totals may exist due to rounding

City of Port Orange
Utility Operating - Statement of Net Position
as of March 31, 2017

Assets	Fund 401	
Cash and equivalents	17,032,197.63	
Accounts receivable (net)	1,287,433.34	
Inventory, prepaid & other assets	789,523.64	
Capital Assets, net of depreciation	189,740,890.88	
Advances to other funds	1,559,060.86	
Total Assets	210,409,106.35	
Deferred Outflows of Resources		
Deferred loss on bond refunding	398,618.75	
Deferred outflows related to pensions	1,240,904.00	
	1,639,522.75	212,048,629.10
Liabilities		
Accounts payable and accrued liabilities	67,000.59	
Deposits and unearned revenues	3,608,292.91	
Other non-current liabilities	3,658,958.55	
Bonds and notes payable, net	36,305,079.55	
Total Liabilities	43,639,331.60	
Deferred Inflows of Resources		
Deferred inflows related to pensions	345,998.00	
	345,998.00	
Net Position		
Net investment in capital assets	153,832,611.24	
Reserved for encumbrances	1,316,363.18	
Unrestricted	12,914,325.08	
Total Net Position	168,063,299.50	212,048,629.10

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - SOLID WASTE OPERATING FUND (410 - ONLY)
 Period Ending: March 31 (50% of the Fiscal Year)

	FY2015			FY2016			FY2017		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues¹									
Charges for services:									
Waste disposal fees	3,088,361	7,052,339	44%	3,046,635	7,169,080	42%	3,086,363	6,967,288	44%
Other revenues	9,715	42	23136%	2,476	809	306%	5	-	
Total operating revenues	3,098,076	7,052,381	44%	3,049,111	7,169,889	43%	3,086,368	6,967,288	44%
Operating expenses									
Personal services	99,960	223,365	45%	115,944	254,305	46%	120,734	219,630	55%
Contractual services (Professional & Other)	2,632,732	6,286,101	42%	2,544,577	6,441,284	40%	2,806,711	6,455,526	43%
Utilities	419	858	49%	387	741	52%	566	805	70%
Maintenance and repairs	2,641	7,251	36%	2,430	4,608	53%	3,619	8,878	41%
Other supplies and expenses	14,916	54,882	27%	8,248	9,435	87%	518	4,305	12%
Total operating expenses (w/o depreciation)	2,750,668	6,572,457	42%	2,671,586	6,710,373	40%	2,932,148	6,689,144	44%
Operating income (loss)	347,408	479,924	72%	377,525	459,516	82%	154,219	278,144	55%
Non-operating revenues (expenses)									
Interest earnings	15,465	13,809		8,979	24,128		11,042	14,000	
Other income (expense)								(105,267)	
Interest and amortization expense		-			-				
Total nonoperating revenue (expenses)	15,465	13,809	112%	8,979	24,128	37%	11,042	(91,267)	-12%
Income (loss) before contributions and transfers	362,873	493,733	73%	386,504	483,644	80%	165,261	186,877	88%
Appropriated fund balance								17,954	
Transfers									
Transfers in		888		-	-		-	-	
Transfers (out) - In lieu of taxes	(96,938)	(193,875)		(102,213)	(204,425)		(102,416)	(204,831)	
Transfers (out) - debt service									
Change in net position	265,935	300,746		284,291	279,219		62,845	-	

¹ For comparison purposes FY16 operating revenue classifications adjusted to FY15 audit classifications

² Some classifications are restated for use as a management tool to 1) remove "roll-up" of funds and 2) reflect FY15 audit classifications for comparison purposes

Note: minor variances in totals may exist due to rounding

City of Port Orange
Solid Waste Operating - Statement of Net Position
as of March 31, 2017

Assets	Fund 410	
Cash and equivalents	3,093,684.50	
Accounts receivable (net)	408,959.57	
Due from other governments	-	
Inventory, prepaid & other assets	-	
Capital Assets, net of depreciation	64,945.49	
Total Assets	3,567,589.56	
Deferred Outflows of Resources		
Deferred outflows related to pensions	36,711.00	
	36,711.00	3,604,300.56
Liabilities		
Accounts Payable and Accrued Liabilities	2,478.00	
Other non-current liabilities	119,316.01	
Total Liabilities	121,794.01	
Deferred Inflows of Resources		
Deferred inflows related to pensions	10,236.00	
	10,236.00	
Net Position		
Net investment in capital assets	64,945.49	
Reserved for encumbrances	3,375,041.01	
Unrestricted	32,284.05	
Total Net Position	3,472,270.55	3,604,300.56

CITY OF PORT ORANGE									
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE									
BUDGET AND ACTUAL - STORMWATER OPERATING FUND (412 - ONLY)									
Period Ending: March 31 (50% of the Fiscal Year)									
	FY2015			FY2016			FY2017		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Drainage fees	3,438,956	3,860,256	89%	3,469,099	3,846,382	90%	3,525,486	3,967,009	89%
Other revenues ²	-	218	0%	258	37,795	1%	260	-	0%
Total operating revenues	3,438,956	3,860,474	89%	3,469,357	3,884,177	89%	3,525,746	3,967,009	89%
Operating expenses²									
Personal services	328,992	734,663	45%	329,683	735,974	45%	357,519	977,006	37%
Contractual services (Professional & Other)	291,946	609,239	48%	304,158	605,906	50%	344,708	919,738	37%
Utilities	1,285	1,375	93%	542	2,516	22%	958	2,285	42%
Maintenance and repairs	81,154	141,756	57%	34,087	89,546	38%	55,357	123,200	45%
Other supplies and expenses	33,880	69,426	49%	18,589	55,150	34%	25,037	138,633	18%
Total operating expenses (w/o depreciation)	737,257	1,556,459	47%	687,057	1,489,092	46%	783,579	2,160,862	36%
Operating income (loss)	2,701,699	2,304,015	117%	2,782,300	2,395,085	116%	2,742,167	1,806,147	152%
Non-operating revenues (expenses)									
Interest earnings ²	20,414	22,783	90%	5,997	20,992	29%	11,284	26,700	42%
Other income (expense)	(67,402)	-		(718,034)	-		(451,210)	(2,258,672)	
Interest and amortization expense	-	(20,054)		-	(11,515)		-	-	
Total nonoperating revenue (expenses)	(46,988)	2,729		(712,037)	9,477	-7513%	(439,926)	(2,231,972)	20%
Income (loss) before contributions and transfers	2,654,711	2,306,744	115%	2,070,264	2,404,562	86%	2,302,241	(425,825)	-541%
Appropriated fund balance								2,162,017	
Capital Grants ³		61,681			700,858				
Transfers									
Transfers in		847,500		677,000	677,000		-	-	
Transfers (out) - General Fund		(63,649)		-	-		-	-	
Transfers (out) - In Lieu of Tax	(95,920)	(191,841)	50%	(92,286)	(184,572)	50%	(93,879)	(187,758)	50%
Transfers (out) - debt service ^{1,2}	(919,963)	(1,839,926)	50%	(768,498)	(1,536,997)	50%	(774,218)	(1,548,434)	50%
Change in net position	1,638,828	1,120,509		1,886,480	2,060,851		1,434,144	-	

¹ Proprietary Debt Service transfers zero out as part of the year-end funds consolidation process. The remaining balance of Transfer (Out) - Debt Service represents governmental debt.

² Some classifications are restated for use as a management tool to 1) remove "roll-up" of funds and 2) reflect FY15 audit classifications for comparison purposes

³ Added for FY2016

Note: minor variances in totals may exist due to rounding

City of Port Orange
Stormwater Operating - Statement of Net Position
as of March 31, 2017

Assets	Fund 412	
Cash and equivalents	4,243,437.13	
Accounts receivable (net)	9,758.50	
Due from other governments	956,354.03	
Inventory, prepaid & other assets	51,694.44	
Capital Assets, net of depreciation	44,602,986.86	
Total Assets	49,864,230.96	
Deferred Outflows of Resources		
Deferred loss on bond refunding	6,170.89	
Deferred outflows related to pensions	179,949.00	
	186,119.89	50,050,350.85
Liabilities		
Accounts Payable and Accrued Liabilities	5,024.00	
Other non-current liabilities	504,157.26	
Bonds and notes payable, net	11,161,911.96	
Total Liabilities	11,671,093.22	
Deferred Inflows of Resources		
Deferred inflows related to pensions	50,175.00	
	50,175.00	
Net Position		
Net investment in capital assets	33,447,245.79	
Reserved for encumbrances	1,153,956.88	
Unrestricted	3,727,879.96	
Total Net Position	38,329,082.63	50,050,350.85

Financial Reports
for period ending
March 2017

Golf Course

City of Port Orange, Florida
Statement of Revenue, Expenses and Changes in Net Position
Fiscal YTD as of March 31, 2017
Consolidated Golf Course

<u>Operating Revenues</u>		<u>Total</u>
Golf Course	\$	733,015.00
Golf Course Surcharge		22,102.80
Restaurant	\$	13,594.67
Total Operating Revenues	\$	768,712.47
<u>Operating Expenses</u>		
Golf Course	\$	664,879.59
Golf Course Repair & Replacement	\$	6,625.00
Total Operating Expenses	\$	671,504.59
Operating Income (Loss)	\$	97,207.88
<u>Nonoperating revenues (expenses)</u>		
Interest & Misc.	\$	772.23
Capital	\$	-
Transfers in (out)	\$	-
Change in Net Position	\$	97,980.11

*Note: Capital Assets have not been reclassified &
Depreciation expense is not yet recorded*

City of Port Orange, Florida
Statement of Net Position
March 31, 2017
Consolidated Golf Course

ASSETS

Cash	\$	331,736.96
Accounts Receivable	\$	3,567.57
Inventory	\$	19,816.00
Prepaid Items	\$	19,049.00
Total Current Assets	\$	374,169.53
Land	\$	979,807.00
Buildings & Improvements	\$	5,273,164.11
Equipment	\$	92,796.39
Accum Depr	\$	(2,556,285.78)
Total Non-Current Assets	\$	3,789,481.72
TOTAL ASSETS	\$	4,163,651.25

LIABILITIES

Accounts Payable	\$	54,240.29
Unearned Revenue	\$	153,727.00
Total Current Liabilities	\$	207,967.29
Advances from Other Funds	\$	3,288,551.86
Total Non-current Liabilities	\$	3,288,551.86

TOTAL LIABILITIES **\$ 3,496,519.15**

NET POSITION

Net Investment In Capital Assets	\$	569,151.99
Income (Loss)	\$	97,980.11
TOTAL NET POSITION	\$	667,132.10

Financial Report
for period ending
March 2017
Provided by
YMCA

Statement Of Activities Report

Unaudited

Volusia Flagler Family YMCA

Period 3 March 2017

Branch: Port Orange 07

Account Group	Account Group Name	Period 3 March 2017					Year to Date 2017				
		Actual	Budget	\$ Variance	Last Year	\$ Variance	Actual	Budget	\$ Variance	Last Year	\$ Variance
Revenue											
01	Contributions	7,142	10,382	-3,240	8,543	-1,401	25,967	38,069	-12,102	37,670	-11,703
03	Special Events	172	300	-128	340	-168	17,374	21,004	-3,630	16,844	530
08	United Way	3,466	3,466	0	3,466	0	10,398	10,398	0	10,398	0
10	Grants	1,945	2,192	-247	2,457	-512	6,412	6,282	130	6,520	-108
11	Membership	109,985	110,684	-699	108,450	1,535	326,557	332,050	-5,493	324,558	1,999
13	Program Fees	61,444	57,740	3,704	62,548	-1,104	151,452	146,717	4,735	160,619	-9,167
14	Other -	1,606	600	1,006	117	1,489	7,307	8,500	-1,193	5,266	2,041
16	Merchandise/Vending Late Fees/Misc Income	25	268	-243	118	-93	300	1,258	-958	773	-473
19	Release from Restriction	-590	-637	47	-160	-430	-1,970	-1,404	-566	-1,390	-580
Total Unrestricted Revenue		185,195	184,995	200	185,879	-684	543,797	562,874	-19,077	561,258	-17,461
Total Revenue		185,195	184,995	200	185,879	-684	543,797	562,874	-19,077	561,258	-17,461
Expenses											
21	Salaries & Wages	63,325	55,786	-7,539	67,529	4,204	176,377	167,482	-8,895	201,647	25,270
22	Employee Benefits	3,289	3,570	281	4,740	1,451	9,209	10,477	1,268	14,287	5,078
23	Payroll, Taxes & W/C	5,837	5,208	-629	6,589	752	16,528	15,660	-868	20,437	3,909
24	Contract Services	2,350	2,573	223	2,497	147	9,663	10,389	726	9,653	-10
25	Supplies	1,751	2,900	1,149	4,328	2,577	3,691	8,269	4,578	9,570	5,879
26	Telephone	710	720	10	874	164	2,521	2,160	-361	2,746	225
27	Postage & Shipping	15	0	-15	0	-15	15	47	32	49	34
28	Facility Costs	37,807	39,128	1,321	41,120	3,313	114,959	116,919	1,960	122,591	7,632
29	Equipment Costs	5,189	5,377	188	5,266	77	16,441	17,925	1,484	15,502	-939
30	Program Expenses	10,460	8,270	-2,190	3,541	-6,919	28,426	24,389	-4,037	16,810	-11,616
31	Marketing & Promotion	0	0	0	0	0	0	66	66	49	49
32	Travel & Mileage	25	138	113	0	-25	112	415	303	171	59
33	Conference & Training	0	10	10	128	128	60	380	320	611	551
34	Fundraising Expense	0	0	0	0	0	0	0	0	164	164
35	National & Other Dues	2,176	2,176	0	2,616	440	6,528	6,528	0	7,849	1,321
38	Insurance	2,248	2,308	60	2,487	239	6,757	6,923	166	6,976	219
39	Miscellaneous Expense	253	381	128	-40	-293	1,151	1,277	126	188	-963
40	Depreciation & Amortization	2,265	2,044	-221	2,005	-260	6,760	6,132	-628	5,395	-1,365
48	Metro Services	26,373	26,373	0	26,373	0	78,645	78,645	0	78,644	-1
Total Unrestricted Expenses		164,073	156,962	-7,111	170,053	5,980	477,843	474,083	-3,760	513,339	35,496
Total Expenses		164,073	156,962	-7,111	170,053	5,980	477,843	474,083	-3,760	513,339	35,496
Change in Net Assets		21,122	28,033	-6,911	15,826	5,296	65,954	88,791	-22,837	47,919	18,035

Cash & Investments 2017Q2

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Consolidated Cash and Investment Summary Period Ending March 31, 2017													
Cash & Investments 2017Q2							Classification ⁸						
	Fund	Fund Description	Description	Cash & Investments ⁹	Projected Revenue+AR, net	Projected Expenses (unencumbered balance) ¹⁰	Projected Balance	Bond Covenants	Deposits	Donations/Contributions	Encumbrances	Operating Reserve Policy ¹¹	Available for Permitted use
Internal Service Funds ⁶	501	DATA PROCESSING FUND	CASH & TAX RECEIVABLE / CASH	263,830.57	887,707.63	(956,104.36)	195,433.84				55,027.89		140,405.95
	503	VEHICLE MAINTENANCE SER.	CASH & TAX RECEIVABLE / CASH	66,544.20	517,784.84	(386,549.98)	197,779.06				175,108.67		22,670.39
	504	W/C SELF INSURED FUND	CASH & TAX RECEIVABLE / CASH	1,511,172.40	691,224.34	(581,000.49)	1,621,396.25				277,350.28		1,344,045.97
	505	LEASE & REPLACEMENT FUND	CASH & TAX RECEIVABLE / CASH	3,143,915.06	1,338,102.67	(4,324,272.81)	157,744.92				154,098.91		3,646.01
	506	BUILDING MAINTENANCE	CASH & TAX RECEIVABLE / CASH	693,701.67	1,065,434.39	(1,310,777.69)	448,358.37				172,872.02		275,486.35
	508	LOAN POOL	CASH & TAX RECEIVABLE / CASH	3,121,801.47	61,874.48	(352,306.00)	2,831,369.95				-		2,831,369.95
Fid Funds ⁷	633	SHIP	CASH & TAX RECEIVABLE / CASH	153.33	-	-	153.33						153.33
	634	PO BUSINESS PK PROP OWNER	CASH & TAX RECEIVABLE / CASH	(346.12)	7,706.27	(6,759.97)	600.18				-		600.18
Grand Total				83,710,997.73	53,261,916.92	(75,623,413.67)	61,349,500.98	4,011,197.71	3,879,159.26	8,657.10	14,883,248.34	16,097,313.70	22,469,924.87

¹ General Fund (001) accounts for all financial resources not accounted for and reported in another fund

² Special Revenue Funds account for the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects

³ Debt Service Funds account for financial resources that are restricted, committed, or assigned to expenditure for principal and interest (001, 401, 410, 412)

⁴ Capital Project Funds account for financial resources that are restricted, committed, or assigned to expenditure for capital outlays

⁵ Enterprise Funds account for operations (a) that are financed and operated in a manner similar to private business enterprises--where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes

⁶ Internal Service Funds account for the financing of goods or services provided by one department or agency to other departments or agencies of the governmental unit, or to other governmental units, on a cost-reimbursement basis

⁷ Fiduciary Funds account for assets held by a government in a purely custodial capacity

⁸ Under GASB 54,bond covenants, deposits and donations are classified as a component of restricted fund balance, encumbrances are a component of assigned fund balance, and the operating reserve and available for permitted use are components of unassigned fund balance

⁹ Cash and Investments is limited to items available to spend, and excludes equivalents such as petty cash, FSA contributions, and police evidence that are included on the balance sheet as cash

¹⁰ Projected Expenses are net of fixed asset entries

¹¹ Minimum Operating Reserve Policy calculated as 30% of operating expenditures less tsfrs for General Fund and 25% of operating expenditures less tsfrs for Enterprise Funds



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/02/2017

Consent item: No

SUBJECT: (I29a) Purchasing Manual Discussion

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Discussion regarding the Purchasing Manual

SUMMARY: Section 2-273 authorizes the City Manager to prepare written regulations and procedures not inconsistent with provisions of the City's Purchasing Ordinances which become effective when adopted by the City Council. The attached Purchasing Manual meets this standard.

The Purchasing Manual will be scheduled for city council approval on May 16, simultaneous with the second reading of the pending purchasing ordinances. The attached manual is being reviewed by legal staff members who may make additional revisions.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Purchasing Manual	PC Manual Draft 4-7-17 - 2.docx
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Created/Initiated - 03/10/2017

Approved - 03/24/2017

Approved - 04/04/2017

Approved - 04/20/2017

Approved - 04/20/2017

Final Approval - 04/21/2017



**City of Port Orange
Purchasing Manual
April 2017**

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MISSION

The mission of the Purchasing Division is to provide for fair and equitable treatment by the City of all persons involved in public purchasing, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

THE NEED FOR COMPETITION

The City Council and City Manager recognize that open and fair competition is a basic tenet of public procurement. Competitive purchasing reduces the appearance and opportunity for favoritism and aims to award contracts in an equitable and economical manner, establishing public confidence in the purchasing process. In addition to fair and open competition, competitive procurement enables the City to acquire goods and services at the best available value by evaluating factors such as price, quality, design and workmanship.

INTRODUCTION

The operation of City of Port Orange government requires a tremendous diversity of skills, crafts, trades, and professions and covers a multitude of functions and services. By the very nature of its diversification of enterprises and the large scope of work covered, delegation of authority is necessary.

All personnel acting on behalf of the City are tasked to operate these many functions as efficiently and economically as possible. —Therefore, it is necessary that everyone work together as a team to eliminate excess effort and waste for the efficient and effective operation of City government.

Procurement is a function that has a significant operational and financial impact on City government. The Purchasing Division is a service department that facilitates the procurement of materials, supplies, equipment, and professional, technical, and contractual services required for City operation. — The Purchasing Division also has a control function to ensure compliance with laws, rules, and regulations concerning the purchase and disposal of goods and services and that all transactions are carried out under the highest ethical standards. The Purchasing Division also provides resources, research, and information on new products and services, as well as trends and opportunities.

Since all purchases are made with taxpayer dollars, there are many laws, rules, and regulations governing how procurement should be conducted in the City of Port Orange.

This manual has been developed in accordance with such regulations to serve as a framework for well-informed decisions. — Due to the diversity of needs and requirements and differing rules and regulations governing each type of purchase, not all possibilities can be addressed in this manual. — Its purpose is to point out the duties and responsibilities

of those involved in the procurement function and to assist individuals in maintaining the City's reputation for fairness and integrity.- The goal is to promote the City's best interests through intelligent action and fair dealing in order to obtain the maximum value for each dollar of expenditure.

Public Records (Sunshine Law)

The City is governed by the Florida Public Records Laws, Chapter 119 of the Florida Statutes. Memos and internal correspondence concerning any purchasing matter are public record and are available for public inspection.

Exemptions from Public Records

The Purchasing Division abides by FL Statute 119.071, which exempts solicitations from public record until the City provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. If the City rejects all bids, proposals, or replies submitted in response to a competitive solicitation and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt until the City provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

Financial statements submitted to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt. Proprietary information submitted by vendors may be exempt in certain instances.

Ethics

All City employees are bound by the Code of Ethics for Public Officers and Employees as prescribed in Florida Statutes, Chapter 112. If there is any question regarding ethical conduct or action, please contact the Legal or Purchasing Department before any action is taken.

Conflict of Interest

A conflict of interest is any circumstance in which the personal interest of a committee member may prevent or appear to prevent the member from making an unbiased decision with respect to the matter. A conflict of interest is also any conflict as defined in City Code, Florida Statute, or Federal Regulation. The provisions of Florida Statutes, 112.313 apply regarding conflict of interest. In addition, City Ordinance Sec. 2.259, states that City employees should not have business dealings with the City, unless City Council has determined that such dealings are in the best interest of the City. Any violation of these provisions by a City employee may be grounds for disciplinary action.

Purchasing and Contract Authority

Purchases and contracts having a cost of greater than \$25,000, unless otherwise exempt, shall be approved by council. (Code Sec. 2-267)

The City Manager is responsible for the procurement of goods and services paid for by City funds and is authorized to expend monies for purchases when (1) the total is \$25,000 or less, or when (2) the purchase is exempt from the \$25,000 limit, both as prescribed by council ordinance, as amended and restated from time to time. The Finance Director shall promptly revise this policy to conform to each adopted council ordinance. The City Manager may delegate authority in writing to a department head for the approval and execution of a contract that does not exceed \$5,000.

The City Manager may permit the procurement of goods and services not exceeding the City Manager authority by use of a current vendor application as approved by the Finance Director and a purchase order based upon vendor quotations, as required by this policy. Purchases based only on a current vendor application and purchase order not exceeding \$15,000 shall not require review by a city attorney for sufficiency and compliance with formally adopted laws and regulations, unless otherwise requested by the City Manager, the Finance Director or applicable department director.

Only authorized persons may make purchases, obligate the city, or sign contracts involving the expenditure of City funds. The City shall not recognize a contract or agreement as binding unless executed by an authorized employee in accordance with this policy. Employees who enter into contracts or agreements that are not consistent with this policy or otherwise make unauthorized purchases shall be subject to disciplinary action and may be subject to legal liability.

PURCHASING METHODS

Petty Cash

Each department may have a petty cash fund up to \$500.00. The Finance Director, with the concurrence of the City Manager, establishes an appropriate and reasonable operating petty cash balance based on need and frequency of usage. Individual purchases cannot exceed \$50.00 and cannot be used for items that are readily available in City stockrooms. Dividing large purchases into amounts less than \$50.00 is prohibited. Misuse of petty cash funds is not tolerated and is grounds for disciplinary action.

All petty cash expenditures must be logged and each purchase must be documented by a receipt from the vendor stating the quantity, price, date, vendor's name and address, and the name of the City employee authorized to make the purchase.

Purchasing Card

The purchasing card (p-card) is ideal for small dollar, non-recurring purchases. In general, purchases made using an awarded contract should not be charged to a p-card.

Purchasing cards are issued in an employee's name and have spending controls and limits. The per-transaction limit for purchases is set at \$1,999.99 or less. A monthly spending limit is also established based on anticipated usage. Purchasing cards are only issued upon written request from the Department Director. Purchasing card holders must attend a mandatory purchasing card training. Refer to the Purchasing Card Manual for additional procedures for this program.

Purchase Order

The majority of City purchases are made using a purchase order (PO). Requests for purchase orders (requisitions) are made electronically through the financial accounting system.

PURCHASE ORDER SYSTEM

Requisition Process

When a department has a purchase request, it submits a "requisition". The Purchasing Division makes great effort to approve requisitions quickly. Departments should submit requisitions far enough in advance to allow sufficient time for proper approvals, order processing and delivery. In general, user departments should submit a requisition at least one (1) week before the purchase is needed. Purchases that are unusual, specialized in nature or high dollar, require additional review and approval and take more time to process.

The first step in initiating a requisition is to identify the items needed and associated costs. The department must follow the purchasing guidelines (see Purchasing Thresholds section) to determine if a quote or formal solicitation is needed. Once the department has decided on the cost and vendor, a requisition can be entered in the system. The requestor must enter a description of the purchase, specific item names/numbers, quantities, amounts, delivery requirements, and other applicable terms and conditions. If the contract is greater than \$25,000, a fully-executed and approved contract must be attached to the requisition.

The requisition will pass through the electronic system gathering proper approvals along the way. Certain purchases require additional approvals, such as technology purchases. Once the final approval is made, the Purchasing Division will turn the request into a purchase order. The PO is then sent to the vendor by the department and the purchase can be made. See the Procurement Methods Process Map for additional information.

The Purchasing Division should be consulted to determine the best procurement method, to verify whether the City has existing contracts, and to determine if the purchase is exempt from competitive purchasing requirements.

Blanket Purchase Orders (BPO)

A blanket purchase order can be used when multiple orders will be made from one vendor throughout the year. A BPO establishes a maximum dollar limit to be spent with a specific vendor. Since the specific items to be purchased are usually unknown at the time of issuance, line item pricing is not used.

Master Agreement

A master agreement is often the contract associated with a BPO because it is an indefinite quantity agreement. It is used to facilitate purchases when the exact quantity of a required commodity or service is unknown or varies upon the using department's needs. A master agreement is used to purchase goods or services needed frequently for operations and maintenance (See Master Agreement section). A task authorization is typically required to request services under a Master Agreement.

Task Authorization

Task authorizations are specific, detailed services or jobs placed against an awarded, established contract.

PURCHASING THRESHOLDS

The following standards for acquiring goods and services has been established by the City. Purchases must not be subdivided to avoid the purchasing thresholds below. Separate purchases from the same vendor by different departments for different purposes are not considered subdivided purchases. However, such purchases will be reported to City Council on a quarterly basis or as soon as practicable, and will follow the bidding guidelines outlined in the Purchasing Manual, to ensure cost efficiency and maximize competition. In determining the purchasing threshold, consider not only the immediate transaction, but the purchasing needs for that commodity class and group on a City-wide basis.

Small Purchases - up to \$2,500.00

Purchases up to \$2,500.00 are purchased on the open market if the quoted price appears fair and reasonable. The City Manager has the authority to change the selected vendor if it is in the City's best interest to do so. Employees are encouraged to use a City-issued purchasing card for small purchases up to \$1,999.

Informal Quotes - \$2,500.01 to \$5,000.00

Requests for purchases between \$2,500.01 and \$5,000 require a minimum of two (2) verbal quotes. The requestor shall document, in writing, the name, telephone number, contact person, unit price, shipping and handling costs, and other applicable information as an attachment to the requisition. If two (2) quotes cannot be obtained, documentation

of the name(s) and phone number(s) of the non-responsive vendors must be submitted with the requisition.

Formal Written Quotes - \$5,000.01 to \$25,000.00

Requests for purchases between \$5,000.01 and \$25,000.00 require a minimum of three (3) written quotes. The department is responsible for reviewing the responses and selecting the lowest and best responsive and responsible quote received. The department must submit a copy of each written quote with the requisition.

Formal Solicitation – Greater than \$25,000.00

Purchases greater than \$25,000.00 require a formal, sealed solicitation prepared by the Purchasing Division. See the Competitive Solicitation section of this document.

Exemptions

Purchases exceeding \$25,000.00 require approval by City Council except for goods and services that do not lend themselves to the normal competitive bidding process and for which the City Manager has approved waiving the formal bidding requirements. The following purchases are exempt:

- Maintenance and service contracts for various types of technical equipment that are offered only by the original manufacturer or its representative, or that are required to maintain the integrity of the manufacturer's warranty, or that are part of the manufacturer's rental, lease or lease purchase agreement's terms and conditions.
- Materials purchased directly from a producer or publisher, an owner of a copyright, an exclusive agent with the state, a governmental agency or a recognized educational institution.
- Public or regulated utility services or government franchised services.
- Commodities or contractual services available from a single source. (See the Sole/Single Source section)
- Professional services (except as otherwise provided for in Florida law) and contracts for professional services (which include, but are not limited to, services provided by attorneys, accountants, actuaries, lobbyists and financial advisors).
- Admission fees.
- Association fees and professional association dues.
- License fees and agreements.
- Media advertising (i.e., newspaper, radio, television, etc.).
- Permit fees.

- Petty cash replenishment.
- Postage.
- Registration fees.
- State fees (unemployment compensation).
- Travel reimbursement.
- Insurance coverage or claims expenditures as provided in the insurance fund, excepting, however, damage to City-owned property.
- Supplies, equipment and vehicles purchased at a public auction.
- Purchases from other governmental agencies, including City boards, community colleges, federal agencies, and agencies from other states, when the awarded contract by the other entity permits purchases by the city on the same terms, conditions, and prices (or below such prices) and the purchase is considered economically advantageous to the city.
- Purchase, sale, lease or rental of real property.
- Items for resale when purchased in compliance with the restrictions listed below:
 - a) Items purchased are exclusively for resale;
 - b) Items include brand name specifications significant to their retail sales appeal; and
 - c) Items, after reasonable expected resale, result in no cost to the City.

Exempt purchases over \$25,000.00 are subject to City Manager approval and may be submitted to Council for approval at the City Manager's discretion.

Emergency Purchasing

Emergency purchases are for goods and services necessary due to certain emergency conditions that may affect the health, safety, and/or welfare of the citizens or staff of the City, in accordance with City Ordinance, Sec. 2-271.

The City may forgo the requirements for competitive solicitations and the City Manager may make necessary purchases in preparation of, or during an emergency. Quotes must be obtained from at least two (2) vendors and documented with the purchase request, unless the City determines that the time required to obtain quotes will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the City. Emergency purchases must be approved by the City Manager prior to making the purchase.

An emergency is defined as an unplanned or unexpected event that requires immediate action to prevent or remedy a service outage; or to prevent or remedy a situation that presents an immediate danger to human life, health or safety or a significant loss or damage to property, and where failure to take immediate action would enhance the risk of loss or prolong the delay in restoring service to customers. Routine repairs and

planned refurbishment do not constitute emergencies.

Emergency acquisitions exceeding \$25,000.00 are subject to approval by City Council and will be ratified at the next regularly scheduled meeting, or as soon as practicable.

The agenda item must be submitted by the requesting department and must state the reason for the emergency purchase, the cause of the emergency, and the financial or operational damage or risk that would have occurred without the purchase.

COMPETITIVE SOLICITATIONS

The competitive solicitation process must be used for the procurement of goods and services estimated to exceed \$25,000.00. The Purchasing Division prepares a formal, sealed solicitation. Types of solicitations include Invitation to Bid (ITB), Request for Proposals (RFP), Request for Statements of Qualifications (RFSQ), Request for Information (RFI), and Invitation to Negotiate (ITN).

Invitation to Bid (ITB)

The Invitation to Bid is used for the purchase of commodities or services where the scope can be specifically defined. The ITB defines the specific commodity or service to a degree that cost is the only difference between bid submissions. Generally, the ITB is awarded to the lowest responsive and responsible bidder(s) in accordance with the lowest and best bidder criteria below.

An ITB is typically used when off-the-shelf goods or standard services are widely available and will meet the City's desired needs. In addition, concerns about vendor qualifications can be easily addressed by a simple submittal with the bid, such as a copy of an occupational license, certification by the manufacturer that vendor is a trained/authorized provider, satisfactory references, etc.

Development of the ITB - The Purchasing Division is responsible for compiling the overall ITB document.

1. Requests are received from departments and a meeting is scheduled to review bid requests, requirements and specifications.
2. Purchasing works with the requesting department in developing the specifications. The specifications must be clearly defined and include sufficient detail to promote maximum and fair competition.
3. Outside vendors may be contacted to review the preliminary bid specifications for minimum requirements, adequacy, uncertainty and potential limits to competition. This approach is used when the specifications are unusual in nature or are infrequently purchased by the City.
4. The Department works with Purchasing to develop the price sheet and other key documents that will be required in the solicitation.

Advertisement - Once the bid document is finalized, the ITB is advertised and posted to the City's online procurement website and the local news publication. The procurement website sends notification to registered vendors, who are responsible for downloading the ITB documents and submitting the bid by the required date and time.

Tabulation and Award - All bids are opened and bidder names are read aloud in public, at the designated date, time and place. Bidders and the public are welcome to attend, but it is not required. Bidders are not permitted to make changes to a bid during the opening. Any such attempts may result in rejection of the bid. The Purchasing Division tabulates the bids and verifies that all required documents are submitted. In general, bids are awarded to the lowest responsive and responsible bidder. After the tabulation, a notice of intended decision and the tabulation sheet indicating the award recommendation is posted to the procurement website. The purpose of this posting is to give public notice of the City's intended decision. This allows any adversely affected firm an opportunity to file a protest. An agenda item will be submitted to City Council by the Purchasing Division to recommend the award. The ITB process takes approximately six (6) to eight (8) weeks.

Determination of Lowest and Best Bidder

In determining the lowest and best responsible bidder, in addition to price, the following factors are considered:

- (1) The ability, capacity and skill of the bidder to perform the contract.
- (2) Whether the bidder can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The quality of performance of previous contracts.
- (5) Previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- (7) The quality, availability and adaptability of the supplies or contractual services to the use required.
- (8) The ability of the bidder to provide further maintenance and service for the use of the subject of the contract.
- (9) The number and scope of conditions attached to the bid.
- (10) Other factors pertinent to the bid or the contract under all of the circumstances involved.

Request for Proposal (RFP)

A Request for Proposal should be utilized for the purchase of goods or services where the specifications are clearly defined; however, various goods or services are available to meet those specifications. The RFP solicitation requires the vendor to "propose" a good or service to meet the general specifications listed. The main difference between an ITB

and an RFP, is that an RFP is used when various solutions exist and when cost is not the major factor in the award. If an RFP is the selected procurement method, the Purchasing Division must document, in writing, the reasons why an IT are not practicable.

Development of the RFP - The Purchasing Division is responsible for compiling the overall RFP document using the process below:

1. Requests are received from departments and a meeting is scheduled to review the request, requirements, specifications and evaluation criteria/scoring system.
2. Purchasing works with the requesting department in developing the specifications and evaluation criteria/scoring system, which must be clearly defined and include sufficient detail to promote maximum and fair competition.
 - a. Price and prior relevant experience must be included in the evaluation criteria.
3. Prior to issuing the solicitation, outside vendors may be contacted to review the preliminary specifications for minimum requirements, adequacy, uncertainty and potential limits to competition. This approach is used when the specifications are unusual in nature or are infrequently purchased by the City.
4. The department director overseeing the RFP, assembles an evaluation committee of three or more to assess the proposals.

Evaluation and Award - The Purchasing Division facilitates the evaluation committee meetings, instructs evaluation committee members on their responsibilities and ensures that the evaluation process is conducted in a fair, transparent, and equitable manner.

1. After responses are received by the Purchasing Division, proposals are distributed to the evaluation committee members for independent evaluations.
2. The committee reviews the proposals in accordance with the predetermined scoring system and ranks the firms.
3. Top-ranked firms are invited to present their proposal and/or interview with the evaluation committee.
4. After the presentations/interviews have been conducted, the evaluation committee scores the firms in accordance with the evaluation system and reaches consensus. Further negotiation may be needed to finalize the contract. If negotiations cannot be reached with the top ranked firm, the committee may move to the next highest ranked firm.
5. An agenda item will be submitted to Council by the Purchasing Division to recommend the award of the RFP and associated contract(s). The RFP process takes approximately nine (9) to twelve (12) weeks.

Request for Statements of Qualifications (RFSQ)

A Request for Qualifications (RFSQ) is utilized for services such as architectural, engineering, landscape architecture, surveying, mapping, construction management and design/build services and where price is not a factor. An RFSQ differs from an ITB and

RFP in that, while the service specifications are clearly defined, the delivery of the services may be significantly affected by the qualifications, influence or position of the firm within the industry. The focus of the evaluation is on the quality and the level of services offered. An RFSQ is typically governed by the Competitive Consultants Negotiation Act (CCNA) which requires state government agencies, municipalities or political subdivisions, school boards and school districts, to select consulting firms based on qualifications, rather than on a “lowest bid” basis.

Development of the RFSQ – The RFSQ is developed in the same manner as the RFP, except that price is not considered when developing the evaluation criteria. Evaluation criteria should include statements of qualifications and performance data on file with the City. In determining a firm’s qualifications, consider the following:

- Professional personnel
- Whether a firm is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each firm by the City in an effort to make an equitable distribution of contracts among the ranked highly qualified firms

If the solicitation is for a specific proposed project, discussions and presentations are required by at least three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

Evaluation and Award - The RFSQ is awarded in the same manner as the RFP, except that price is not considered when evaluating the proposals. At least three firms must be ranked in order of preference and best qualified to perform the required services. The City will negotiate a contract with the most qualified firm at a fair, competitive and reasonable compensation. In determining compensation, the cost of services along with the scope and complexity should be considered. If negotiations cannot be reached with the highest ranked firm, the City should begin negotiations with the second most qualified firm, and so on until negotiations are reached. This process takes approximately six (6) to twelve (12) weeks. See the professional services for design and construction section for additional information related to RFSQS.

Invitation to Negotiate (ITN)

In cases where an ITB or an RFP are not practicable and will not result in the best value to the City, the Purchasing Department may initiate an Invitation to Negotiate. The ITN is used to determine the best method for achieving a goal or solving a problem for the best value. This process may be utilized when specifications cannot be defined, or there are unknown areas, volatile markets, etc. and negotiations are key to receiving the best value. Typically, ITNs are used for non-standard or highly complex purchases and where there is limited availability of competition.

Development of the ITN - The ITN is developed in the same manner as the RFP, except that the City must document in writing its reasons why an ITB or RFP is not practical. The ITN must also describe the questions being explored, the facts being sought, and the specific goals or problems that are the subject of the solicitation. The Purchasing Division will appoint a qualified negotiation team. The Purchasing Division must document, in writing, the reasons for utilizing the ITN process.

Evaluation and Award - The ITN is awarded in the same manner as the RFP, except that after the evaluation process, and upon submission of the top-ranked firms to Council, approval is requested to simultaneously negotiate with the top-ranked firms to obtain the best value for the City. After City Council authorizes staff to negotiate, the team completes the negotiations and finalizes the contract. The final contract, signed by the top-ranked firm, is presented to the City Council for approval by the Purchasing Division. The contract negotiation phase of the contract can be lengthy and the overall ITN process takes approximately twenty (20) weeks.

Sole/Single Source

Sole source purchasing is used when a good or service is only available from one source and cannot be competitively procured. There are very few absolute single source products and services, most single source purchases are situational. A true sole source purchase usually results from vendor patents and copyrights. A request for a proprietary item does not justify a sole source purchase if there is more than one potential supplier for that item. Use of brand names and model numbers alone do not constitute a sole source; however, certain manufacturers may require particular brand names and model numbers to maintain product warranties.

Departments should submit sole source requests, including a justification statement detailing why the product or service is the only available solution that will produce the desired results. A letter or statement from a dealer, distributor or manufacturer is also required.

The justification statement should answer the following questions:

- What is the purpose of this purchase?
- What specifications does the product or service offer that others do not?
- Why is the product or service being selected over other products or services?
- Have other products or services been evaluated?
- Why do the other products or services fall short of the specifications?

If the Purchasing Manager agrees that the purchase is a sole source, the Purchasing Division will post a description of the goods or services sought for at least seven (7) business days on the City's website and other available purchasing websites. The description must include a request that prospective vendors provide information regarding their ability to supply the goods or services described. After reviewing the information received from prospective vendors, the Purchasing Manager must determine in writing

whether the goods or services are available from a single source. Professional judgment should be used in determining a sole source purchase; following the single source posting requirements is not, in itself, sufficient documentation of a sole source purchase.

If the purchase is determined to be a single source, the Purchasing Division must provide a notice of its intended decision to enter into a single source purchase contract. A contract negotiator should be used to negotiate favorable terms for the City. If it is determined that the purchase is not a single source, the competitive purchasing process must be used in accordance with the established thresholds. Sole source contracts should be made for shorter, reasonable periods of time since the market is everchanging and should align with the resoliciting schedule.

COMPETITIVE SOLICITATION PROCESS

Planning Formal Solicitations

Departments should plan accordingly for the solicitation process. The solicitation timeline varies based on the complexity of the solicitation and additional time should be allotted for solicitations other than ITBs. The timeline can be reduced by a departments willingness to prioritize solicitation meetings and by quickly resolving questions from the Purchasing Division. City Council meeting schedules and agenda item deadlines must be adhered to and may increase the timeline for solicitations.

Creating the Specification and Statement of Work

While the term, "specification" describes a product, the terms "statement of work" or "scope of work" describes a service. The two terms are often used interchangeably when speaking in a generic sense.

A statement of work is a narrative description of the required work. It stipulates the deliverables or services required for fulfilling the contract, and it defines the task to be accomplished or services to be delivered in clear, concise, and meaningful terms. The term "specification" describes the physical or functional characteristics or the nature of a product. It may include a requirement for inspecting, testing, or preparing goods or services for delivery.

Specifications/scope of works may be written as design specifications, performance specifications, or a combination. Design specifications define each detail and component that compose the entire project and are commonly used in the traditional design, bid, and build approach. Conversely, performance specifications define the desired results or desired output and are commonly used in brand name or equal descriptions.

The specifications and/or statements of work are the foundation of the procurement process. They should be drafted with the objective of clearly describing functional and performance requirements. It is the responsibility of the using department to clearly understand its needs and requirements and to effectively communicate those needs to

the Purchasing Division. The Purchasing Division will assist the using department in writing specifications and/or statements of work for products or services, if requested.

In some cases, the City may enlist the help of outside agencies or consultants in drafting the specifications and/or statements of work; however, at no time shall a department engage in accepting specifications written by a potential bidder or proposer of a commodity or service. If a vendor is used to develop a statement of work or specification, the vendor is prohibited from participating in the solicitation process.

The City purchases standard commercial products whenever practical. When developing specifications and/or statements of work, acceptable commercial standards should be used and unique requirements should be avoided, to the extent practical. Specifications that list a brand name "or equal" description are intended to be descriptive and not restrictive, and to indicate the minimum quality and characteristics of the products that will be accepted. Proposals offering "equal" products will be considered for award if such products are clearly identified in the proposal and are determined by the user and the Purchasing Division to fully meet or exceed the specifications. For approved equals, the burden of proof rests with the Vendor, unless otherwise specified by the City. The City is the sole judge in determining equality and acceptability of products offered.

The department should consider the total costs of ownership and operation as well as the initial purchase costs when defining the work. City policy dictates that specifications and/or statements of work permit maximum practical competition consistent with this purpose.

Public Advertising Requirements

Formal solicitations must be publicly advertised on the online purchasing website. In addition, solicitations must be advertised in a newspaper of general circulation in the County, and having general circulation in the City, at least 12 days prior to the solicitation due date. Additional advertising schedules may be proposed depending upon the type and cost of the solicitation. In general, a longer advertising window will increase the potential for more respondents and it is recommended that solicitations be advertised for at least 21 days. Advertising a solicitation for too short of a window may lead to a "non-response" and cause the entire solicitation process to restart from the advertising phase.

Advertisements must include:

- A general description of the goods or services desired
- Where to obtain solicitation documents
- The time and location of the solicitation due date and opening

Advertising Schedule

Type	Times	Minimum*
ITBs, RFPs, ITNs ¹	1	12 days
Construction > \$200,000 ²	1	21 days**
Construction > \$500,000 ²	1	30 days**
Sale or Lease of City Real Property ³	1/wk	2 weeks
Sole/Single Source ⁴	1	7 days
Utilities ⁵	1/wk	2 weeks

*Minimum - number of days from the date of advertisement until the bid due date.

** Public advertisement must also occur at least 5 days before any pre-bid meeting.

¹ City Ordinance 2-263

² Florida Statutes 255.0525

³ Florida Statutes 125.35

⁴ Florida Statutes 287.057

⁵ Florida Statutes 180.24

Pre-Solicitation Conferences

A pre-solicitation conference is typically scheduled and conducted by the Purchasing Division between the date of advertising and the formal opening. The purpose of the conference is to explain the purchasing requirements and forms used in the solicitation package.

In some cases, a mandatory conference is held and potential bidders are required to attend. Proposals from vendors not attending the mandatory conference will not be considered. Mandatory conferences impose restrictions on competition, and therefore, must be justified and approved by the Purchasing Division prior to the release of the solicitation. Conferences should be properly noticed and advertised.

Cone of Silence

The term "Cone of Silence" means a prohibition on communication regarding a competitive solicitation between any person who seeks an award and any Council member or person involved in the evaluation or recommendation in the competitive procurement process. While the Cone of Silence is in effect, all vendor communications must flow through the Purchasing Division. A vendor may ask questions during the pre-solicitation conference or through written communications with the Purchasing Division. The Purchasing Division will document any questions, clarifications, or changes to the solicitation in a written addendum published on the electronic procurement system.

A Cone of Silence is applied to each competitive solicitation at the time of issuance. A public notice of the Cone of Silence will be sent via electronic communication to City Council and any other person involved in the review, evaluation, recommendation, approval, rejection or award of the responses as appropriate. All solicitation advertisements and documents must include a statement disclosing the Cone of Silence requirements. The restriction on communications terminates when the City Council meets to make a final decision.

The purpose of a Cone of Silence is to prevent bidders or their representatives from lobbying Council and City employees during the solicitation process. Communications with vendors can impair independence and the integrity of the competitive procurement process. The entire solicitation process can be compromised if the Cone of Silence is broken, possibly resulting in a decision to reject all bids and reissue the solicitation.

Evaluation Committee

Competitive solicitations, other than ITBs, require an evaluation team/committee. Council has delegated decision-making functions to the committee by asking the team to evaluate and recommend solicitation awards. The committee is responsible for:

1. Establishing the solicitation criteria used as a basis for evaluation.
2. Analyzing vendor qualifications to determine their ability to provide products/services at the desired result.
3. Determining if proposals are responsive.
4. Evaluating proposals based on the established criteria, independently or as a group.
5. Participating in ranking of price proposals.
6. Collaborating as a team to make an overall recommendation of award to Council.
7. Maintaining sufficient documentation to support decisions related to the recommendation of award and submitting the documentation to the Purchasing Division for inclusion in the solicitation file.

Meetings - Evaluation committee meetings are governed by the Florida Sunshine Law. Any discussion between evaluation committee members or any respondent regarding the solicitation outside of a publicly advertised meeting and which takes place before an intent to award is made, is prohibited. All requests for information, clarification, or the status of a solicitation should be directed to the Purchasing Division. If requested, the meeting minutes should be made available for public review. Original minutes shall be maintained in the solicitation file.

A member may utilize technology, such as conference calls, to participate in a meeting if presentations are not made at the meeting. If presentations are conducted, all members must be physically present. Interviews can be conducted via teleconference; however, all committee members must be convened as a group.

Reasonable public notice shall be given before any selection committee meeting. The notice must include:

- (1) Name and/or purpose of selection committee
- (2) Time and place of meeting
- (3) ADA requirements

All public meeting notices must be posted on the City website and procurement website at least one week before the meeting date. If the meeting is adjourned and reconvened at a later date, the second meeting must also be noticed. This includes any meeting where a presentation is made to the selection or technical committee.

Committee Members - The Purchasing Manager or designee shall open all evaluation committee meetings. At the initial evaluation meeting, the committee will appoint a chair. The committee should consist of staff or other representatives who have knowledge and interest in the purchasing project. The department should make member recommendations and determine whether to appoint a City Council member to the evaluation committee. A minimum of three committee members is suggested; however, five committee members is also acceptable. In order to avoid scoring issues, such as a tie, an even number of committee members is not recommended. If a committee member is unable to make the conference or continue as a member, a replacement member must be found.

Any person with a conflict of interest will not be appointed and a member will be removed from the committee if a conflict arises. A conflict of interest is any circumstance in which the personal interest of a committee member may prevent or appear to prevent the member from making an unbiased decision with respect to the matter. A conflict of interest is also any conflict as defined in City Code, Florida Statute, or Federal Regulation.

In some instances, a technical review committee is appointed by the Purchasing Manager to establish and/or review specifications or statement of work. A technical review committee does not generally fall within the requirements of an open public meeting.

Voting - All committee member voting must be recorded in the minutes. A committee member must be physically present for all of the presentations in order to vote. Once the individual votes are counted, the recommendation can be made.

Tabulation/Evaluation

General Overview

1. Formal solicitations are opened publicly at the date, time, and place designated in the solicitation and under the direct control of the Purchasing Division. The name of each bidder is read aloud and the bid package is reviewed to ensure required forms were submitted. For ITBs, the prices are read aloud and tabulated.
2. After the tabulation, the meeting is adjourned. Vendor bid response packages are reviewed by the Purchasing Division to determine responsiveness, responsibility, and/or qualifications. This process may take several days and varies with the

complexities of the solicitation. The department is also an integral part of this process, checking industry specific requirements and scope compliance, among other items.

3. After the review is complete, the Purchasing Division posts the tabulation to the online purchasing website. The Department Director is notified of the results and must post a Notice of Intent to Award on a Council agenda meeting within a reasonable amount of time. The Notice of Intent is simultaneously posted to the online purchasing website by the Purchasing Division.
4. The City Council has the authority to award or reject any or all proposals submitted in response to any competitive solicitation and to request new proposals or to purchase the goods and services in any other manner in accordance with purchasing policies.
5. Council's decision to award or reject is communicated by posting a Notice of Award to the online procurement website.

Evaluation of Responses

After the Purchasing Division has completed its review for responsiveness, responsibility, and/or qualifications, a determination is made to accept or reject the responses. If the responses are accepted, they are included in the tabulation/evaluation process.

Waiver of Irregularities

The City Manager has the authority to waive insubstantial or minor irregularities in formal solicitation responses. The irregularities must not have an adverse effect on the City's best interests, and must not affect the outcome of the selection process by giving an unfair advantage or benefit to a particular responder. The Purchasing Division is responsible for identifying such irregularities and submitting a recommendation to the City Manager. Waivers must be clearly noted in award recommendations submitted to Council.

Rejection of Solicitation Responses

The Purchasing Division may reject a response that is not responsive, responsible, or does not meet qualifications. The Purchasing Division must document in writing the reason for the disqualification. Below is a list of common reasons for the rejection of a response:

- The bidder is currently listed as "suspended or debarred" or is on the State's Suspended Vendors Listing.
- The response does not meet specified delivery or performance schedules as outlined.
- The response does not price out the bid in conformance to the required format, key price lines are blank, or a clear price is not listed.

- The bid is received late - after the stated opening due date and time.
- The response does not include:
 - Required proof of insurance and/or does not name the City as an additional insured on the policy.
 - A bid bond in accordance with the solicitation requirements.
 - Required information, literature, samples, or affidavits with bid.
- There is a reasonable basis to suspect conflict of interest or collusion.
- Other reasons that may be unique to a specific bid or solicitation.

Late Proposals

Solicitation responses received after the official date and time specified in the solicitation document are deemed late and will not be considered for award. Requests for modifications to solicitation responses received after the due date and time specified will not be considered. The City uses a timeclock at the specified solicitation opening location as the official timekeeping device.

Local Preference

Local preference is considered during the tabulation/evaluation process in accordance with City Ordinance Sec. 2-275 below:

- (a) Purpose. The City annually spends significant dollars on purchasing goods and services, and the dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues paid by businesses located within the City of Port Orange. The City Council has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the City Council has determined that it is in the best interest of the City to give a preference to local businesses consistent with the process set forth in this section.
- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
 - (1) Florida business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least 12 months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.
 - (2) Local business means a Port Orange business, Volusia County business, or Florida business as defined herein.
 - (3) Port Orange business means a business having its headquarters and principal place of business within the City of Port Orange at least 12 months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or

such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

- (4) Principal place of business means the nerve center or the center of overall direction, control, and coordination of the activities of the business. If the business has only one business location, such business location shall be its principal place of business.
 - (5) Volusia County business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least 12 months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.
- (c) Local preference process. Except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:
- (1) Competitive bids.
 - a. Port Orange business. In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent of the lowest and best responsible bid submitted by a non-Port Orange business, then the Port Orange business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - b. Volusia County business. In any competitive bidding process where a Volusia County business is within five percent of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - c. Florida business. In any competitive bidding process where a Volusia County business is within three percent of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - d. Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(2) Request for proposals, qualifications or other qualitative submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:

- a. Port Orange business shall be granted up to eight percent of the available points.
- b. Volusia County business shall be granted up to five percent of the available points.
- c. Florida business shall be granted up to three percent of the available points.
- d. Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(d) Misrepresentation prohibited; penalty. Any business that misrepresents the local preference status of its firm in a proposal or bid submitted to the city shall lose the privilege to claim preference status, and shall lose eligibility to claim local preference status for a period of one year.

(e) Local preference not required. This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local business where such award is in the public interest.

Exemptions from Local Preference

Local preference is not permitted when (1) the purchase is funded, in whole or in part, by an entity prohibiting application of the preferences by grant agreement, contract or applicable federal, state or local law; or (2) emergency purchasing.

Certification and Verification

A contractor claiming to qualify as a local business for local preference purposes must certify in writing on the designated form included in the competitive solicitation package. The vendor must provide the necessary documentation required to demonstrate its qualification as a local business prior to time of purchase or recommendation of award of contract.

Maintenance of Status

A vendor granted local preference resulting in a written contract must maintain its status as a local business throughout the term of the contract. Subcontractors must also maintain local status throughout the duration of the contract. This requirement must be included in the contract between the contractor and subcontractor.

Compliance

Noncompliance with the local preference policy is deemed a material breach of contract and is grounds for termination by the City. Further, it may subject the vendor to disqualification in accordance with City Code 2-276 Suspension and Debarment.

Solicitation Award

Solicitations are awarded in accordance with the criteria outlined in the solicitation; however, additional factors can influence the award of a solicitation.

No Response – If no responses are received, the Purchasing Division will review the non-response forms submitted by vendors to determine the cause. If the forms are not returned, the Purchasing Division will contact the vendors directly to determine the cause of non-response. This will help establish any necessary changes in specifications, requirements or proposed timelines prior to resolicitation.

One Response - The Purchasing Division aims to generate as many solicitation responses as possible; however, there are times when only one qualified response is received. If only one response is received, the Purchasing Manager or designee may negotiate the terms and conditions. The Purchasing Division must document in writing its explanation for negotiating the terms and/or accepting the sole response in lieu of resoliciting. Awarded solicitations of this matter must be communicated to the Department of Management Services on a quarterly basis.

In any formal solicitation, which costs more than the bidding threshold of \$25,000.00, is awarded without competition, the individuals taking part in the development of the evaluation criteria, process, and award should attest in writing that they are independent of, and have no conflict of interest with the entities evaluated and selected.

Ties – In many instances, a solicitation is awarded to multiple bidders and the need for a “tie-breaker” is not necessary. However, when the solicitation is intended to be awarded to one vendor, tie bids are awarded in the order listed:

1. Drug-free workplace pursuant to FL Statutes 287.087.
2. Certified service-disabled veteran.
3. Local businesses (see Local Preference section).
4. Firm with the lowest volume of work on City projects within the last five years.

5. If all conditions are equal, the Purchasing Division will draw lots or flip a coin. This process must be witnessed by at least three individuals and the names and addresses of the witnesses and the facilitator must be documented in writing.

Over Budget - If the lowest, responsive and responsible bidder has submitted a price higher than the City's budgeted amount, the City may negotiate with the bidder to obtain a lower price and present such results to Council. Council may decide to reject all bids and may subsequently increase the budget necessary to reissue the solicitation.

Awardee Can no Longer Provide Goods/Services - If the awarded bidder can no longer provide the goods/services required in the solicitation, the Purchasing Division may authorize award to the next lowest, responsive and responsible, if price is reasonable. If the price is not reasonable and does not represent good stewardship of public funds, the goods/services should be resolicited.

Protest Procedures

Any person who is adversely affected by the City's decision or intended decision shall file with the Purchasing Division, a notice of protest. The protest must be filed in writing within 72 hours after the posting of the notice of decision or intended decision (intent to award) as set forth on a City Council agenda item or the City's online procurement website. A protest of the terms, conditions, specifications, ranking methods, or contract award, or other solicitation elements must be filed in writing within 72 hours after the posting of the solicitation. Saturdays, Sundays, and City holidays shall be excluded in the computation of the 72-hour time period established herein.

1. The formal written protest must be filed with the Purchasing Manager, in writing within 10 calendar days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based.
2. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings.
3. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances, which require the continuance of the solicitation or contract award process without delay, in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties in the following manner:
 - a) As soon as possible after receipt, the Purchasing Manager shall provide the written bid protest to the City Manager, City Attorney, and Department Director and Supervisor directly involved in the acquisition.

- b) The Purchasing Manager shall schedule within 7 business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to presenting the matter to Council. After reviewing all relevant information, the City Manager shall render a decision.
- c) If the protestor disagrees with the City Manager's decision, he may appeal to City Council at a formal council meeting. After reviewing the evidence, City Council will issue a decision. The City Council's decision is final; however, the protestor can appeal the administrative decision to the Circuit Court in Volusia County, Florida within 30 days of the City Council's final decision. Decisions at all levels shall be communicated in writing to the protestor.

Payment and Performance Bonds

Payment and performance bonds are required for construction related projects before commencing work. A performance bond is a surety bond issued by an insurance company or a bank to guarantee satisfactory completion of a project by a contractor. The City cannot require a contractor to secure a surety bond from a specific agent or bonding company. The bond must state on its front page:

1. The name, principal business address, and phone number of the contractor, the surety, the owner of the property being improved, and, if different from the owner, the contracting public entity.
2. The contract number assigned by the contracting public entity.
3. The bond number assigned by the surety.
4. A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement.

The City Manager has the authority to waive payment and performance bond requirements for City projects estimated to cost \$25,000.00 or less.

Insurance

Proof of insurance must be provided to the City upon request. Departments should work with the Purchasing Division and the Legal Department in advance to determine proper insurance limits and types.

The ACORD Insurance Form is the preferred insurance certificate as it summarizes essential information about vendor insurance policies, such as coverage types, policy numbers, insurance limits, and effective and expiration dates. The certificate should include a waiver of subrogation for worker's compensation and list the City as a certificate holder and additional insured. The City's standard and optional insurance requirements are detailed as follows:

Standard Insurance Requirements			
	Insurance	Standards	Comments
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Agreement requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive : Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Optional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability (Errors & Omissions)	<u>Limits:</u> Coverage- \$1,000,000 minimum	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage- \$ Click here to enter text.	
☐	Hazardous Materials Umbrella	<u>Limits:</u> Coverage-\$ Click here to enter text.	
☐	Pollution Coverage	<u>Limits:</u> Coverage-\$ Click here to enter text.	
☐	Other: (Bond, etc.) Click here to enter text.	<u>Limits:</u> Coverage-\$ Click here to enter text.	

CONTRACT PROCESS

The contract process begins after the solicitation process is complete.

Signatures

Signature authorities are required in accordance with the Purchasing and Contract Authority section of this document. The authority levels are incorporated into the electronic financial system and the workflow components. For purchases, the signature authority is tied to the amount of the purchase. Contracts may only be signed by the Purchasing Manager, City Manager or designee, or the Chair of the City Council, as applicable.

Master Agreement

A Master Agreement is an indefinite quantity agreement used to facilitate purchases when the exact quantity of a goods or services is unknown or may vary depending upon the using department's requirements.

A Master Agreement must meet the competitive solicitation requirements and is normally issued for City-wide use. A department specific Master Agreement may be issued under certain circumstances. It is the department's responsibility to ensure that the Master Agreement is still valid prior to placing an order with the vendor.

Renewals and Extensions

Unless otherwise stipulated by the contract or awarded by Council, renewals and contract extensions must be documented in writing. When renewing a contract, benchmarks, market trends or other significant quantitative or qualitative factors should be used to support price reasonableness and the availability of best options. It is the department's responsibility to monitor the expiration dates of its contracts. In accordance with Florida Statutes 287.057, contract extensions and renewals must be in writing.

Extensions - Extensions are permitted for a period not to exceed 6 months and only one extension of a contract is permitted, unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor. Extensions are subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties.

Renewals - Contracts may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties, except that a lower price may be negotiated. Renewals should be contingent upon satisfactory performance evaluations and are subject to fund availability.

Piggybacking

Purchasing regulations permit the purchase of goods and services using other governmental contracts, i.e., school boards, cities, counties, colleges & state universities, and State of Florida agencies, as well as out-of-state governmental agencies. When a government has competitively bid and awarded a contract for goods or services, the City can “piggyback” on the contract.

Florida State contracts and agreements are the most common form of piggybacking because they enable agencies to pool their buying power to lower total costs and reduce the administrative burden of the solicitation process while complying with purchasing regulations. Florida State contracts and agreements are maintained on the Florida Department of Management Services website. The State of Florida contracts should be reviewed prior to creating a City issued solicitation and should be used whenever practicable. To initiate a piggyback, the following conditions must apply:

1. The goods or services desired by the City must be the same as those specified in the other agencies solicitation.
2. The awarded vendor must “meet or beat” the awarded price.
3. The original solicitation document must allow for piggybacking.

If it is determined that a piggyback is appropriate, a Piggyback Form including the following information must be submitted to the Purchasing Division:

1. Solicitation number
2. Solicitation document and any addenda issued
3. Tabulation
4. Award documentation
5. Signed contract, if applicable
6. Confirmation from the agency that the contract is active and in good standing
7. If the contract is a percent discount on list price, a copy of the original manufacturer’s list price is required
8. A quote or letter from the vendor agreeing to extend piggyback pricing.

It is the department’s responsibility to submit the required information to the Purchasing Division when requesting a piggyback purchase. The Purchasing Division will review the piggyback request to ensure prices are reasonable and that the solicitation has been competitively procured. The Purchasing Division has the authority to deny the piggyback purchase if a direct purchase by the City is more beneficial or if the piggyback does not reflect good stewardship of public funds. Once the piggyback has been reviewed, the Department can initiate the item for electronic approval.

The Purchasing Division may bid and award the purchase of any product or service with the stipulation that any other government department may also purchase the awarded product or service at the same awarded price.

Cooperative Purchasing

It may prove advantageous for the City and other government agencies to combine resources and issue a joint cooperative solicitation. The Purchasing Division should be approached with any such suggestions and will coordinate with other government agencies to explore cooperative purchasing possibilities. All purchases more than \$25,000.00 require Council approval before entering into a contract.

Assignment and Assumptions

There are times when companies merge or are sold to another company. The rights to the City's contract are also transferred during the merger and acquisition process. A vendor must notify the City prior to the effective date of the assignment, and complete all the necessary paperwork. The City will generally honor the sale and assignment; however, failure to submit a timely notification to the City may result in a material breach of contract and termination by the City. It is imperative that the company submit a new W-9 to update the name, address and Taxpayer Identification Number and to communicate a clear assignment date.

Amendments and Change Orders

During the course of business, it may be necessary to make changes to a contract, agreement or Purchase Order. Such changes must be requested in writing and must clearly define the change and the reason for the change. These changes may be accomplished as follows:

- (1) *Unforeseen conditions allowance.* The City Manager, or designee, has the authority to approve expenditures up to the total amount of the allowance for unforeseen conditions as established upon award of the contract.
- (2) *Change orders by City Manager authority.* The City Manager, or designee, has the authority to approve change orders up to \$25,000.00 if an allowance is not included in the contract.
- (3) *Emergency event.* The City Manager, or designee, has the authority to approve and execute change orders that increase the contract price beyond the unforeseen conditions allowance only for an emergency event that occurs during the performance of the contract and requires immediate resolution to avoid one or more of the following: additional costs that were not reasonably anticipated; delay to the project that increases costs; or endangerment of the public. Each change order issued as a result of an emergency event shall be brought to City Council for ratification at the next available meeting, if the approval authority of the City Manager has been exceeded or if the allowance has been exceeded.
- (4) *Scope and time.* City Council approval is required for changes in project scope, defined as changes that materially alter or expand the original intent of the project, taking into consideration the details included in the advertisement

and previous award approval by council, if applicable. City council approval is required for changes in project time.

Except as expressly modified in a change order, all other terms and conditions of the modified contract remain in full force and effect.

The requesting department may submit change orders directly through the electronic financial system. A special note must be added explaining the change; i.e., addition of freight, additional line item, etc. A revised or supplementary quote may be required. The change order will flow through all levels of required approval. The following exceptions apply:

1. *End of the year roll-over:* at the end of the year agencies will be notified that change orders can no longer be processed through the financial system and must flow through the Purchasing Division.
2. *Retainage:* a purchase order holding retainage must be modified through the Purchasing Division.

CONTRACT ADMINISTRATION

Contract administration is the management of contracts between the City and a third-party. The contract management process begins after the award of the contract and aims to ensure that the third party is performing in accordance with the specifications/scope of work, terms and conditions, and other key elements of the contract. Key contract monitoring elements include receiving and inspection, reviewing invoices for accuracy and approving invoices for payment, resolving discrepancies, deficiencies or disputes, and monitoring performance. The Department Director will designate, in writing, a contract administrator for each active contract. All vendor noncompliance must be reported to the Purchasing Division and communicated in writing to the third party.

Unsatisfactory Vendor Performance

Departments should attempt to resolve vendor performance matters at the department level. These matters must be communicated to the vendor to allow the vendor an opportunity to rectify the situation. Departments should maintain written documentation, such as the nature of matter, person(s) contacted, dates, and conversation summaries. The Vendor Performance Review tool is available on the intranet to assist with documentation. If the matter cannot be resolved at the department level, the matter should be communicated to the Purchasing Division.

The Purchasing Division will review the documentation and make additional attempts to resolve the matter. If the matter cannot be resolved, the Purchasing Manager has the authority to take reasonable action against a vendor, including suspension and debarment.

Suspension and Debarment

Suspension and debarment matters are brought to the City Manager for approval. The City Manager consults with the City Attorney's office in deciding whether to suspend or debar a vendor.

Suspension is for a one year period or until a final determination with respect to debarment is made, whichever is earlier.

Debarment is enacted for no more than five years. However, if the vendor has been previously debarred by the City, subsequent debarment is permanent.

Causes for debarment - The causes for debarment include, but are not limited to, the following:

1. Conviction of a criminal offense related to a public or private contract or subcontract.
2. Conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property or any other offense indicating a lack of business integrity or business honesty.
3. Conviction or civil judgment finding under antitrust statutes related to a submission of bids or proposals.
4. Determination that the contractor has violated the provisions of any local, state, or federal laws or regulations.
5. An act of fraud or misrepresentation in connection with a bid, quote, proposal, solicitation, or contract with the City or any other public entity, whether or not leading to a conviction.
6. Failure to fully comply with the terms and conditions or specifications of a solicitation or contract with the City or any other person or public entity, including, but not limited to the following:
 - a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in a bid/contract;
 - b. Abandonment of a contract;
 - c. Failure to pay a contractor, sub-contractor, or material provider as required by Florida Statutes;
 - d. Repudiation of a bid/contract by failure to provide bonds, insurance, or other required certificates within a reasonable time;
 - e. Refusal to accept an addendum, agreement or contract, or to perform in accordance with the addendum, agreement or contract;
 - f. Overall performance of a contract has been evaluated as "poor" or "unsatisfactory";
7. A recent record of failure to perform or unsatisfactory performance in accordance with bids/contracts with the City or any other person or public entity. Failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor are not a basis for debarment.
8. Presence of principals or corporate officers, who were principals or corporate officers within another business at the time when the other business was

suspended or debarred under the provisions of this section or by another public entity.

9. Violation of any ethical standards set forth in local, state or federal law.
10. Any other cause or material factor which adversely affects the responsibility of a person or entity as a City contractor, including but not limited to suspension or debarment by another governmental entity for any of the causes listed in this section.

Notice of Intent to Debar - Upon a preliminary determination by the City Manager that cause exists for debarment, a contractor or prospective contractor shall be sent a written notice of intent to debar. The notice must state:

1. The reasons for the proposed debarment;
2. The proposed time period of the debarment;
3. Whether the person has been suspended pending finality of the debarment determination;
4. That suspended and/or debarred persons may not be considered for award or receive new contracts during the period of suspension and/or debarment;
5. That the preliminary finding of cause and proposed debarment action will become final, if a request for review is not timely filed in accordance with the following:

Request for review - A contractor or prospective contractor that has received a notice of intent to debar may request that the proposed debarment action be reviewed and reconsidered. The request must be received by the City Manager in writing, within ten (10) calendar days of the issuance of the notice of the intent to debar. The request for review and reconsideration must state the basis for review and reconsideration, and include such documents, evidence, and other information as the requesting party deems necessary to support its position. If no request for review and reconsideration is received within the time period allowed, the determination of the City Manager becomes final and all rights to request review or appeal are waived.

Review – If a written request for review is timely filed, the City Manager will review and reconsider the preliminary determination of cause for debarment. The City Manager has the option to hold a meeting or hearing with the party requesting review. During the review process, the City Manager may request information and speak with any individuals or entities regarding the debarment determination. The City Manager will provide a written decision on the request for review and reconsideration indicating the final debarment decision and action taken, if any, within thirty (30) calendar days following receipt of the request.

Appeal – The contractor must submit a written request of appeal within seven (7) calendar days from the date of the City Manager's written decision. An appeal may be scheduled for oral presentation before Council. The party and City Manager are each given ten (10) minutes to present the appeal and response, which may be extended by Council as necessary.

Final Decision - The decision of City Council is final.

Debarred and Suspended List - The Purchasing Division maintains a list of suspended and debarred vendors who are prohibited from responding to solicitations, receiving contracts or conducting business with the City during the period of suspension or debarment. Any bid or other response received from a vendor during the suspension or debarment period is disregarded.

Delivery, Inspection, Acceptance and Rejection

Delivery

The department should have a clear understanding of the shipping terms, maintain a copy of the purchase order or award document, and shall be responsible for ensuring the vendor complies with the shipping terms stated in the purchase order or contract.

Shipping and handling must be included in quote and bid prices. Unless otherwise specified, the City requests all goods be shipped F.O.B. Destination, with all shipping charges pre-paid by the vendor. F.O.B. Destination means that title passes when goods are received on site at the location as designated by the contract/PO. Pre-Paid means that all shipping charges are included in the quoted prices and the cost will pass to the City upon invoicing.

Inspection and Acceptance

Products and services should be inspected and accepted ("received") within a reasonable amount of time from the delivery or service date. The department should verify quantity, quality, and condition of the goods or services and match the items against the purchase order to verify the order was properly completed. If satisfied with the goods or services, the order can be "received". The department should document that the order has been received by signing, dating and writing "received" on the packing slip or invoice.

Timely and proper payment of invoices requires expedient review and acceptance of the delivery against the terms of the purchase order or contract.

Rejection

Deviations, damaged goods or unsatisfactory work should be documented and communicated to the vendor as soon as possible for correction. If the matter cannot be resolved at the department level, it should be communicated to the Purchasing Division. See Unsatisfactory Vendor Performance for additional information.

Invoices and Payment

It is the department's responsibility to request payment for goods or services received. The Finance Department does not process payments unless requested by a department.

Invoices

- Invoices must be date and time stamped upon receipt.
- Invoices must be thoroughly reviewed to ensure the bill is accurate, based on the goods and services received and the terms of the contract/PO. To help with review, an invoice should include:
 - PO number
 - Itemized listing of goods or services received
 - Prices
 - Quantities
 - All other charges (i.e. set-up charges, disposal, etc.) as specified in the PO
 - Delivery charges, listed separately from goods and services
- Once the invoice is reviewed, the department director or designee, must sign and date the invoice, indicating approval.
- Submit the invoice, current PO indicating the lines to be charged, and receiving document (packing slip or invoice marked as "received") to Finance for payment.
- Indicate "final" on the PO to signify that ordering is complete and to close the PO.

Vendors must provide appropriate backup documentation to support the invoice. For time and effort and construction contracts, it is essential that billed costs be analyzed (and challenged when appropriate) prior to approval for payment. Invoices should specify the amount and type of labor that is contained in the contract with the associated rates and the material costs so that verification of contract terms and pricing can be accomplished. The material costs should be supported with documentation as required in the contract (i.e., price list or vendor's cost).

Payments

The City's standard payment terms is net 30, meaning, a check will be issued 30 days after receipt of an invoice. The City is subject to the Florida Prompt Payment Act, Florida Statute 218.74, which states that the payment due date for goods or services is forty-five (45) days after a proper invoice is received. If a proper invoice is not

received, payment is due forty-five (45) days after the goods are received or services are rendered. Vendors may assess a finance charge of 1% per month for payments not made within thirty (30) days after the due date; therefore, it is imperative that all invoices are paid as promptly as possible. If an invoice is not correct, it is the responsibility of the department to notify the vendor, preferably in writing, to eliminate the possibility of late fees.

In general, payments for goods or services take place upon the successful completion of a portion or completion of the work required. Depending on the complexity and variety of the goods and services, the contract may include one or more of the following types of payments: partial, progress, milestone, advance, withholding, and completion.

PROFESSIONAL SERVICES FOR DESIGN AND CONSTRUCTION

The City awards professional services for construction-related projects in accordance with the Consultants Competitive Negotiation Act (CCNA) as prescribed in Florida Statute 287.055. The CCNA governs the selection of professional firms based on qualifications for (1) design criteria packages and (2) design-build contracts.

Design Criteria Packages

A design criteria package is a concise performance oriented package of drawings and specifications of the public construction project. Its purpose is to furnish design/build firms with sufficient information to prepare a bid or response to the City's request for a proposal or to permit this City to enter into a negotiated design/build contract. It must specify performance-based criteria which include but are not limited to:

1. Legal description of the site
2. Survey information
3. Interior space requirements
4. Material quality standards
5. Schematic layouts and conceptual design criteria
6. Cost and budget estimates
7. Design and construction schedules
8. Site development requirements
9. Provisions for utilities, storm water retention and disposal
10. Insurance Certificate with all required coverage

Selection Committee - The City will appoint a Professional Services Selection Committee that will be responsible for evaluating proposals received pursuant to an RFP as follows:

1. The Department Director is responsible for identifying a minimum of three members to serve on the Committee who are sufficiently qualified to evaluate the technical qualifications of the proposals.

2. A member of the Council appointed by the Chairman is optional.
3. The City Manager or designee may alter the makeup of the Committee.
4. The Purchasing Manager or designee is responsible for overseeing the Committee and assuming the duties and responsibilities for administrative processes and procedures concerning the Committee and its deliberations.

Committee Meetings and Minutes - Committee meetings must be noticed and advertised. Minutes must be kept of all such meetings.

Selection Process - The City must use a competitive selection process to evaluate and rank proposals. Price cannot be included as an evaluation criteria in the RFP. The Committee shall select in order of preference no fewer than three firms (if available) deemed to be the most highly qualified to perform the required services for recommendation to Council. (See Evaluation Criteria in this section)

Competitive Negotiation – Once Council has approved the firm and authorized the negotiation of a contract, the Purchasing Division must establish a negotiation committee to negotiate the terms of compensation, consistent with the CCNA requirements. In an effort to expedite the process, negotiations can be done prior to Council approval; however, it should be made clear to the firms that the contract is contingent on Council approval.

Single projects - Terms should include the fee schedule, proposal for scope of work, and compensation. The compensation may be stated as a "lump sum" or a "not to exceed" amount.

Continuing contracts - A fee schedule will be negotiated which will subsequently be used by the firm to establish either "not to exceed" or "lump sum" proposals for the City as projects arise. (See the Continuing Contract section)

The Legal Department is responsible for preparing the single project contract or the continuing contract(s), as applicable, for the appropriate signatures and, the Department prepares an agenda item for contract execution. Once executed, the Department can create a requisition for the total amount of a single project contract. For continuing contracts, a blanket PO can be created for the amount planned to be expended in the current fiscal year or a PO can be created on an as-needed basis.

Continuing Contracts - A continuing service agreement (CSA) is only used when estimated construction costs of each individual project under the Master Agreement does not exceed \$2,000,000; for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000; or for work of a specified nature as outlined in the contract required by the City, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.

If multiple continuing contracts exist for the same professional service, a logical method for workload distribution must be utilized in order to fairly distribute the projects.

All contracts greater than \$25,000 are sent to the City Manager for a determination of whether the design should be done under an existing CSA or if a new RFP should be issued to select a consultant.

Evaluation Criteria and Selection - To select a Consultant that has an existing Continuing Service Contract with the City, the Department must first verify that the proposed project is consistent with the scope of services in the original RFP from which the Consultants were selected. If the continuing contract can be used, the following procedures should be followed and documented:

1. Review the current list of vendors on continuing contract for the service needed and determine whether any of the consultants have the expertise, experience, and personnel required for the proposed project such as:
 - a. The professional engineer that will be assigned to the project
 - b. The location of key personnel that will work on the project
 - c. For projects with multiple phases, whether a particular consultant has performed previous phases or significant portions of the project which would result in a significant benefit to the City. Special needs of the proposed scope of work should be addressed during this review.
 - d. Consideration may be given to subconsultants.
2. For the consultants that meet or exceed the criteria, review past project performance.
3. Of those with overall satisfactory past performance, review the total amount of money the City has contracted with each of the consultants selected during the last 24-month period (a spending report can be obtained from the Purchasing Division).
4. Select the consultant(s) with the lowest dollar volume in an effort to equitably distribute work among the consultants.
5. This process should not violate the principle of selection of the most highly qualified consultant for the project and proposed scope of work.
6. Consideration of other qualifying factors for the specific scope of work should be as follows:

Once a consultant is selected, the Department should review the fee proposal and be able to support that the proposal is fair and reasonable for the services to be provided. Such representations and support should come from a staff member who has the experience and/or expertise to analyze the consultants' proposals.

Design-Build Projects

A design-build project combines the design and construction of a public construction project into a single contract to be performed by one firm. The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the City. If the City elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted in accordance with the design criteria packages above. The design criteria professional preparing the package is not eligible to render services under

the design-build contract. During the selection of the design-build firm, the City must employ or retain a licensed design professional suitable for the project to serve as the City's representative.

The design-build selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.
2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
5. Consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the City of the detailed working drawings of the project; and evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.

In the case of public emergencies, the City Manager may declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

Public Announcement

The Purchasing Manager will publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project, the basic construction cost or for a planning or study activity when the fee for professional services exceeds the threshold amounts provided in Section 287.017, Florida Statutes. Except in cases of valid public emergencies certified by the City Manager or designee. The public notice will include a general description of the project and will indicate how interested consultants may apply for consideration.

Reuse of Existing Plans

There is no public notice requirement or utilization of the selection process for projects in which the City is able to reuse existing plans from a prior project. Public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of Florida Statute 287.055.

Qualification Procedures

Any firm or individual desiring to provide professional services to the City must first be certified by the City as qualified pursuant to law and the regulations of the City. The City must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past performance record and experience of the firm or individual.

CONSTRUCTION PROJECTS

Construction projects are requested through the Purchasing Division. Large construction projects are competitively bid and contracted to a firm which is authorized to manage the construction project on behalf of the City. Once the procurement process is complete, the following additional procedures apply:

1. The using department issues the Notice to Proceed to the Contractor.
2. Throughout the course of the contract, Purchasing and the using department work closely together to monitor the contracting firm's service activity. The contracting firm reports and functions under the direction of the Department with assistance from other individuals with specific expertise as required (i.e., engineering reviews from Engineering/Construction, etc.)
3. Monthly payment requests shall be prepared by the contracting firm and submitted with supporting documentation to the City for review by the project manager. Upon approval by the project manager, the invoice is submitted to Finance for payment processing.
4. The contracting firm will submit all change order requests to the City, on its company letterhead, in the form of a price proposal. The department and the project manager will review the price proposal and submit it to the Purchasing Division, who will forward it to the legal department for the contract amendment. The amendment must be approved by the Department Director, the City Manager, and Council, in accordance with the signature authority level. Upon execution of the amendment by the City, the Purchasing Division will modify the purchase order to adjust the funding.
5. The Certificate of Substantial Completion will be submitted by the project manager and/or outside consultant/designer, as applicable, with concurrence of the using department.
6. The Certificate of Final Completion of the project and final payment will be submitted by the project manager and/or outside consultant/designer, as applicable, with concurrence of the using department.
7. A pay application (invoice) should be submitted, reviewed and approved by the project manager for work completed as of September 30, for proper accruing purposes and using department and sent to Finance for processing.
8. The final payment must be reviewed and approved by the project manager and using department and sent to Finance for processing.

Bid Disclosure Act

The City complies with the “Public Bid Disclosure Act” created by Ch. 93-76, Laws of Florida, which states that a local government entity must disclose in its bid documents all permits or fees payable by a contractor to the local government for a specific project. The City issues the following information to inform potential bidders of the fees and permits for construction projects:

1. Since the contractor must be a registered contractor in the State of Florida and have a valid Occupational License from either Volusia County or a local government entity located therein, only a registration or renewal fee with the City of Port Orange is required.
2. All building and inspection permits associated with City construction projects will be required; however, all related fees for these permits will be waived.
3. Impact fees or non-building permits fees associated with City Projects will be paid by the City to other governmental agencies (i.e.: St. Johns Water Management City, Volusia County). These fees are applied for and paid for by the City prior to the commencement of the project. The contractor is not responsible for payment of these fees (see no. 4 below). The permits will be given to the contractor upon their issuance and receipt, if not already distributed at the pre-construction meeting.
4. City Utility Related Charges: The contractor will not be required to pay water, sewer or recreation impact fees, connection fees, tapping charges or security deposits normally associated with the installation of water, sewer or reclaimed water service. The contractor is required to pay for monthly/consumption related charges for water, sewer, garbage collection, storm water management or reclaimed water that may accrue during construction. All costs associated with hydrant meter rental and deposit charges will also be charged to the contractor. It is the contractor’s responsibility to contact the Port Orange Utility Department to determine these charges prior to submitting a bid.
5. All testing as required by construction contract specifications (i.e. soil testing, etc.) will be obtained and paid for by the contractor.

SPECIALIZED PURCHASES

Real Estate Transactions and Services

There are several types of real estate transactions and services. Each is handled in a manner governed by the Florida Statutes and City Ordinance Sec. 2-274. All requests for the purchase of real estate are processed through the City Legal Department.

All appraisals, offers and counter-offers to acquire real property must be documented in writing. These transactions are exempt from public disclosure and inspection until an option contract is executed or until thirty (30) days before a contract for purchase is

considered for approval by Council. If the contract is not considered by Council, the exemption expires thirty (30) days after negotiations are terminated.

Property Appraisals

The City must obtain at least one appraisal for properties costing less than \$500,000 and at least two appraisals for properties exceeding \$500,000. If the agreed upon purchase price exceeds 15 percent of the sole appraisal or exceeds the average of the two appraisals, Council is required to approve the purchase by a two-thirds vote. The governing body may, by majority vote of the Council members present, exempt a purchase in an amount of \$100,000.00 or less from the requirement of an appraisal.

When the City acquires funding in whole or in part from another governmental entity for the purchase of real property, the City may piggyback the appraisal procedures of the other governmental entity.

Appraisals for property not considered road right-of-way should begin with the County Property Appraiser's office and appraisals for right-of-way property should begin with the Right-of-Way Agent.

The Council, by majority vote, may disclose the appraisals, offers and counter-offers of the property acquisition. If Council has voted to disclose the records, the purchase and property owner records will be open to inspection and reproduction until the termination of negotiations.

Leased Space

Requests for space to be leased for office, storage, warehouse, or any other use shall begin with the Right-of-way Agent.

The following process shall be utilized to procure Lease or Rental type contracts (of private/commercial property) for use by the City:

1. The using department shall determine that there is a requirement to lease private/commercial space.
2. The City Manager and/or City Council (upon request submitted by the using department) will approve or deny the request. The City Manager is authorized to approve a one-year lease within the appropriate signature level. City Council must approve multiple year leases and those above \$25,000.
3. The using department must locate potentially adequate private/commercial facilities.
4. The using department must negotiate the lease/rental rate, services, facilities, etc.
5. The using department shall request the lease/rental contract and submit it to the Legal Department for review.
6. The using department shall prepare the Council agenda item for approval of lease and commitment of funds.
7. The using department shall distribute the executed contract documents.

8. The using department must submit the PO for the reoccurring lease/rent payments.
9. The using department shall monitor the lease during its term for notices, renewals and/or termination.

Technology Purchases

Requests for certain technology purchases are reviewed by the Information Technology (IT) Department and may be affected by standardization procedures. These include, but are not limited to, requests to purchase telephone equipment and/or services; computer equipment and/or services; software; communication equipment and/or services; and other technological equipment and/or services. Requests for IT goods and services are reviewed on a case-by-case basis by IT and the Purchasing Division to determine the appropriate purchasing process. IT purchases should not be made using a p-card.

Vehicles

Requests for vehicles - automobiles, trucks, fire trucks, buses, heavy construction type equipment, etc. – must be coordinated through the Purchasing Division. Vehicles are purchased using many methods, including public auction, sealed bids, and various other term contracts. There is a longer lead-time for vehicles due to production schedules, auction dates, and custom ordering. Adequate planning and early requests are essential to minimize delays when procuring transportation equipment.

Surplus Property

The Purchasing Manager has the authority to obtain property from authorized suppliers, such as other government agencies. Surplus property obtained from Federal, State and local agencies is governed by specific laws, rules and regulations. Surplus property acquisitions should be coordinated with the Purchasing Division.

Purchase of Capital Equipment

The City Manager or designee must approve capital equipment listed in the capital budget approved by City Council if the final cost per item does not exceed the approved budget cost by more than a total dollar value of \$25,000.00. Purchases more than \$25,000.00 require Council approval.

State and Federally Funded Purchases

Granting agencies often impose additional purchasing regulations that are more restrictive than the City's. Purchases using Federal funds require specific procedures before purchases can be made. It is the responsibility of the requesting department to identify and communicate any special purchasing requirements to the Purchasing Division. The Purchasing Division will then ensure that the requirements are followed.

The City has additional procedures for federally funded projects as follows:

1. Local preference for bidders is not permitted.
2. Solicitations must be advertised for a minimum of three weeks.
3. Bids received must be read aloud or, if not read aloud, should have the name of the bidder and the reason for not reading the bid aloud, publicly announced.
4. The City will utilize 23 CFR 635 for guidance in determining if a bid is unbalanced and for guaranty and warranty guidance.
5. When establishing a contract time for federally funded projects, the City will utilize the guidelines established by the FDOT.
6. Requests for qualifications for federally funded projects must include reference to the requirements of the United States Code (U.S.C) Title 40, Chapter 11, Section 1101-1104 Selecting Architects and Engineers (Brooks Act).
7. 2 CFR 200 – Uniform Guidance for Federal Regulations is used for purchasing process requirements.

RESEARCH AND DEVELOPMENT, TRIALS AND DEMONSTRATIONS

Research and Development

Occasionally, specifications are not readily definable or there are many specifications that may meet the department's needs. A department may know what needs to be accomplished, but may not know which product or service best meets that goal. To more closely define the specifications, the department may "test" several products or services to determine which option best suits the needs of the department. The process of testing goods and services is called Research and Development (R & D).

The Purchasing Division will coordinate with the department and one or more vendors to obtain various goods and services at no cost to the City. The goods and services are usually loaned to the City on a temporary basis and must be returned after the trial period has ended. The Purchasing Division and the department create a project team. The team works together to create evaluation criteria to assess the goods or services. The project team is required to document the results. The results will help the department clearly define the specifications. Once the specifications are defined, the procurement process can begin following regular City purchasing regulations. R & D projects are determined on a case-by-case basis.

Trials

Trials are similar to R & D projects, but are used when the department knows the product or service that it is interested in trying. The department can request a “trial purchase” whereby a single item or limited quantity is obtained for a short trial period. The goods or services may be provided free of charge, but are not required to be free. Purchasing requirements still apply; however, the Purchasing Division may waive some requirements for an approved trial project. A purchase order is required before items or services are ordered. Products or services ordered for trial without a purchase order are considered unauthorized purchases. Each project is determined on a case-by-case basis.

Demonstrations

A product demonstration (or "demo" for short) is a promotion where a product is demonstrated to potential customers. The goal is to introduce customers to the product in hopes of getting them to purchase the item. To prevent the appearance of impropriety, vendors and departments should coordinate all product demonstrations through the Purchasing Division.

Surveys/Testimonials/References

City employees should use professional judgement in completing surveys, providing testimonials or acting as a reference for a vendor. The Purchasing Division, City Manager or Attorney should be contacted for guidance on these matters.

Use of City Logo/Trademark

The City owns and retains all proprietary rights to its logos, trademarks, trade names, and copyrighted images (“Intellectual Property”) and does not allow solicitation respondents to use such intellectual property. Unauthorized use of the City’s intellectual property may constitute a trademark and/or copyright infringement in violation of federal and state laws and should be communicated to the Legal Department.

REVENUE PROCEDURES

Revenue-generating transactions follow the same purchasing guidelines and solicitation requirements used for the purchase of goods or services. Revenue-generating transactions include sales, commissions, leases, licensing services, copyrights, or other intangible assets. Solicitations that include a revenue activity must include audit procedures which have been reviewed by the Finance Department. Contact the Purchasing Division for further information and instructions as most of these transactions are unique and must be handled on a case-by-case basis.

Disposing of Surplus Property

The City maintains its assets until they become obsolete or unusable and are deemed surplus. Assets no longer needed by a department should be offered to other City departments prior to disposition. Assets can be disposed of in the following methods:

- Sold by formal solicitation
- Sold at auction
- Sold through negotiation
- Traded-in for the purchase of another asset
- Donated to a not-for-profit or government agency
- Scrapped/junked if disposition costs exceed the value
- Other procedure approved by the City Manager

Dispositions less than \$25,000.00 are approved by the City Manager. Compliance with formal solicitation requirements is required if the anticipated revenue is greater than \$25,000. Notice of the sale must be posted in City Hall.

The City Manager, or designee, is authorized to execute title transfers, bills of sale or other documents necessary to convey and transfer.

Auction Process

- 1) The department submits an auction request to the Purchasing Division including the following information:
 - a. Description
 - b. Make and model number
 - c. Year of manufacture
 - d. Quantity
 - e. Measurements
 - f. General use
 - g. Estimated value
 - h. Pictures
 - i. Serial number
 - j. Fixed asset control number
- 2) If necessary, the department must obtain quotes for the sale.
- 3) The City Manager approves the inventory list of surplus assets.
- 4) The Purchasing Division distributes the inventory list to departments so that they may claim listed assets, if desired.
- 5) The departments complete disposition forms for its respective assets on the inventory list and send the forms to the Fixed Asset Accountant in Finance for review and removal.
- 6) The assets are listed for sale by the Purchasing Division. The Purchasing Division must coordinate the payment process with Finance for a proper accounting.
- 7) The department will coordinate the pickup with the high bidder.

DEFINITIONS

For the purposes of this Procedures Manual, the following terms, phrases and words have the meaning given herein.

Advertisement - A formal announcement of a solicitation, usually placed in a newspaper or on the Internet.

Agency – A local, state or federal governmental organization.

Appropriateness - The purchase should clearly serve a City function.

Bid - Any offer specifically given to the City in response to any solicitation.

Bond - A binding agreement and/or sum of money of financial collateral put up for security to guarantee the performance by a contractor of certain duties and obligations. A Bid Bond guarantees the bidder/proposer will enter into a contractual relationship with the City within a specified time after award of a contract. A Performance Bond guarantees the contractor will faithfully and timely complete the contract. A Payment or Materials Bond guarantees the contractor will pay all subcontractors and material suppliers. A Fidelity Bond guarantees repayment or replacement due to dishonesty or negligence destroyed by a contractor's employees or agent.

Business - Any corporation, partnership, individual, sole proprietorship, joint venture, joint stock company, or any other legal entity engaged in the commercial provision of commodities, services or labor.

Change Order - Any written modification to a contract or purchase order.

Commodity - Various supplies, goods, merchandise, equipment and other personal property.

Construction - The process of building, altering, repairing, improving, or demolishing any structure or building, or other improvements including roadways, utilities, and facility site work.

Consultant - Professionals who are considered to have education, specialized knowledge, experience or abilities not generally available within City government. This includes but is not limited to: accountants, actuaries, appraisers, architects, artists, auditors, counselors, designers, economists, educators, engineers, financial analysts, lobbyists, management and systems analysts, medical practitioners, planners, promoters, researchers, scientists, sociologists, surveyors, trainers, and other professionals.

Contract - Any type of City agreement, regardless of what it may be called, for the purchasing, lease, or sale of commodities, services, real property, or the disposal of assets.

Contract/Real Estate Related – An agreement to obtain the professional services of attorneys (to include paralegals and expert witnesses including appraisers) for the acquisition by purchase or lease/rent of real estate or the lease or rental of property for use by the City.

Contract/Technical/Consulting Services – An agreement to obtain the professional services of architects, engineers, land surveyors, artists, construction contractors, construction managers, maintenance contractors and any other technically related service providers.

Contractor - Any business or vendor that contracts to perform work or services or provides commodities to the City.

City - The City of Port Orange, Florida.

City Council - The legislative body of the City of Port Orange, Florida.

City Manager - The Chief Executive Officer of the City of Port Orange, or designee.

Department - Any Department, Division, or other unit in the City government that procures commodities, construction, or services.

Department Director - Any Department Head, the City Manager, the City Attorney, the Chief Operating Officer, the Chief Financial Officer, and any appointed Department Director, or successor titles.

Dollar Value – The maximum amount for a purchase that is authorized to be made by the designated City officials and the initial value shall be adjusted on October 1 of each year if the Weighted Five Year Average increases.

Emergency - Any condition that may affect the health, safety, and welfare of the citizens of City of Port Orange, or one that stops or seriously impairs a necessary function of City government.

Fixed Asset - Any commodity that has a useful life of more than one year and a unit cost of one thousand dollars (\$5,000.00) or more.

F.O.B (Free on Board) - A legal term that determines where title passes from seller to buyer and who usually pays freight costs.

Formal Solicitation - A written solicitation that requires Council approval.

Grant - A contribution, gift, or subsidy made for specific purposes, frequently made conditional upon specific performance by the grantee.

GSA (General Services Administration) - A federal government department that is responsible for the purchasing of most of the Federal Government Agencies.

Indefinite Quantity Contract (IQC) - Same as Master Agreement.

Invitation to Negotiate (ITN) - A written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the purchasing of commodities or contractual services.

Irregularity - Any change or omission in a response that does not have an adverse effect on the City's best interests, and does not affect the outcome of the source selection process by giving an offeror an advantage or benefit not enjoyed by any other offeror, and not inconsistent with applicable laws.

Master Agreement - A nonexclusive, indefinite quantity agreement. It is a tool to facilitate purchases when the exact quantity of a required commodity or service is unknown or may vary depending upon the using department's requirements. It may also be called a Price Schedule contract, Requirements contract, or Term contract

MRO - Maintenance, Repair, Operations supplies. Supplies used in daily operations.

Offer - Any bid, proposal or quotation made to the City.

Offeror - Any business submitting an offer to the City.

Piggyback - Purchasing a product or service in accordance with a contract awarded by another political agency.

Price Schedule - Same as Master Agreement.

Procurement - For this manual, it means the same as Purchasing.

Procurement Card - Same as Purchasing Card.

Professional Services - Technical, and/or unique functions performed by independent contractors whose business is the rendering of such services. This includes accountants, appraisers, attorneys, auditors, medicine and the medical arts, architects, engineers, surveyors, management and systems consultants, research, the arts and other professionals.

Proposal - Any offer specifically given to the City in response to a Request for Negotiation, Request for Statement of Qualifications or a Request for Proposals.

Purchasing/Procurement - Includes purchasing, buying, renting, leasing, bartering, or otherwise acquiring any commodity or service or construction. It also includes all functions that pertain to obtaining any commodity or service or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration, and disposal of surplus.

Purchasing Card - The VISA card issued by the City for small non-recurring purchases.

Purchasing Manager - The Purchasing Manager of the City of Port Orange, or designee.

Pyramiding - Subdividing an order to circumvent the Purchasing Ordinance, Policies and Procedures.

Quote, Quotation - A statement of price, terms of sale, and description of commodities or services offered by a seller to the City.

Recurring Purchase - Two or more purchases/charges when the user has reason to believe additional purchases/charges would be incurred by the City within the next twelve months.

Respondent - A business that responds to a solicitation.

Responsible - Having the capability in all respects to fully perform the contract requirements and the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and having a record of timely and acceptable past performance that will assure good faith performance,

Responsive - Substantially conforming with all material respects to the requirements and criteria set forth in the invitation.

Request for Proposal (RFP) - A solicitation to provide a proposal (offer) to the City. It is usually awarded on basis other than just price.

Request for Statements of Qualifications (RFSQ) - An invitation process used to select a contractor based upon the apparent qualifications submitted by the respondent.

Selection Committee - Any committee that has been delegated decision-making functions, directly or indirectly, by the City Council.

Service - The furnishing of labor, time, or effort by a contractor. This includes all construction.

Single/Sole Source - There is only one source for the purchase.

Solicitation - Includes all documents, regardless of the media, whether attached or incorporated by reference, used for inviting offers.

Specification - Any description of the physical or functional characteristics, or of the nature of the supply or service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Statement of Work (SOW) - The requirements that the offeror must complete for a contract. The requirements component of a Request for Negotiation, Request for Statement of Qualifications, or a Request for Proposal.

Supplies - All property, including but not limited to: equipment, materials, insurance, and leases of real property, excluding land or a permanent interest in land.

Surplus Property - Any tangible personal property or real property in excess of the needs of the City and not required for its foreseeable need.

Task Assignment - A specific job tied to a larger contract with established terms and conditions.

Unauthorized Purchase - Any purchase, order, or Contract that is made by any City employee or official outside of the purview of the City of Port Orange Purchasing Ordinance, and/or the Purchasing Policy & Procedures.

Vendor - Any business firm that will be or has been awarded a contract by the City. A seller.