



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JANUARY 4, 2018

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. Invocation - Pastor Mike Swingle of First Baptist Church of Harbor Oaks
3. Roll Call
4. Presentation of Proclamations to the 2017 City Retirees
5. Election of Vice Mayor
6. Rules of Procedure ("Local Rules")

B. CONSENT AGENDA

7. Public Comments on Consent Agenda Items Only
8. Agenda Approval
9. Approval of Minutes
 - a. December 12, 2017 - Regular City Council Meeting
10. Bid Awards and Contract Items
 - a. Approval of Change Order No. 1 to Task Authorization No. 1 to Dredging Marine Consultants (DMC)
 - b. Award of bid #18-02 to Emergency Vehicle Repair for Amkus Tool Procurement
11. Major Special Event Request – LiveStrong 5K at Aunt Catfish Restaurant located at 4009 Halifax Drive & Panhead's Pizzeria located at 4085 Ridgewood Avenue

C. CITIZEN PARTICIPATION (Agenda)

12. Lakeside Jazz Festival Request for co-sponsorship

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

E. COUNCIL COMMENTS

13. Comments/Concerns from Council Members

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

14. Report from KemperSports on the Cypress Head Golf

G. PUBLIC HEARING

15. Reconsideration of First Reading - Ordinance No. 2017-34 - Eighth Amendment to the Master Development Agreement and Conceptual Development Plan for the Port Orange Gateway Center Planned Commercial Development / Case No. 17-40000001

16. Second Reading – Ordinance No. 2017-33 - 2017 Comprehensive Plan Capital Improvements Element (CIE) Annual Update Case No. 17-27500001

H. COMMENTS

17. City Attorney Comments

18. City Manager Comments

I. COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports

a. River 2 Sea TPO

b. General Employees' Pension Plan

J. 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 AN 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, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY 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 7-1-1 or 1-800-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

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.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/04/2018

Consent item: No

SUBJECT: (A5) Election of Vice Mayor

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to elect a Vice Mayor for 2018 and authorize the City Clerk to amend related contact information as necessary.

SUMMARY: In accordance with Article III, Section 3.03 of the City Charter: "The vice mayor shall be elected at the first meeting of the newly elected council after the regular city elections; and, in nonelection years, at the first regular council meeting in January and commencing in 2007 at the first regular council meeting in December. The vice mayor shall act as mayor during the absence or disability of the mayor. In case of death, resignation, or removal of the mayor, the vice mayor shall serve as mayor for the remaining unexpired term of such office. The council vacancy left by the vice mayor shall be filled as provided in section 3.05(c). A vice mayor shall be elected by the council from its members either before or after the filling of the council vacancy as provided in the preceding sentence. In all instances, the vice mayor shall be elected by the affirmative vote of the majority of the council."

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick

Created/Initiated - 12/13/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/04/2018

Consent item: No

SUBJECT: (A6) Rules of Procedure ("Local Rules")

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to approve the Rules of Procedure.

SUMMARY: Attached is a proposal of changes to the Rules of Procedure adopted by Council each year. These recommended changes are mostly clean-up type items, but also include a 15 minute limit to address Council for public presentations. This time limit can be extended by majority vote of Council. Also added is a requirement for presenters to provide their presentation to the City Clerk at least 48 hours prior to the Council meeting. This will allow the City Clerk and IT Staff to ensure the presentation is compatible with City equipment.

Council consideration is requested, as well as direction as to further changes that may be needed.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Proposed Changes - marked up	2018 POCC Rules of Procedure DRAFT 3.docx
2.	Proposed Changes - Clean	2018 POCC Rules of Procedure DRAFT 4 clean.docx

Robin Fenwick
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 12/11/2017
Approved - 12/21/2017
Approved - 12/21/2017
Final Approval - 12/21/2017



CITY OF PORT ORANGE

CITY CLERK'S OFFICE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5563
FAX (386) 756-5290

PORT ORANGE CITY COUNCIL **RULES OF PROCEDURE**

I. GENERAL PARLIAMENTARY RULES.

The general parliamentary procedure to be followed by the City Council of the City of Port Orange, Florida, except as otherwise modified by the City Council or as modified or amended herein, shall be in accordance with the most current edition of Robert's Rules of Order, Newly Revised.

II. PRESIDING OFFICER AND DUTIES.

- A. The Mayor, if present, shall preside at all meetings of the Council. In the absence of the Mayor, the Vice Mayor shall preside.
- B. The meetings of the Council shall be called to order, recessed and adjourned by the presiding officer.
- C. The presiding officer shall preserve order and enforce the rules of decorum and conduct set forth herein.
- D. The presiding officer shall determine all points of order, subject to the right of any Councilmember to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the presiding officer be sustained?" A majority of the Council sitting and eligible to vote is required to reverse the ruling of the presiding officer.
- E. The presiding officer may call another Councilmember to temporarily chair the meeting ~~in order to~~ make a motion, or to cover a temporary absence, such substitution is not to continue beyond adjournment.

III. LOCAL RULES.

- A. The following Local Rules of Procedure shall be applicable to the organization and conduct of business, as well as preparation and publication of agendas, of the City Council of the City of Port Orange, Florida. To the extent these Local Rules shall modify or conflict with the standard "Robert's Rules of Order" as adopted above, these Local Rules shall prevail to the extent of their conflict or inconsistency with "Robert's Rules of Order". The approval of these Rules shall take place at the first meeting held in January of each year, or as soon as possible thereafter.

- 1. Regular meetings of the City Council shall be held on the first and third Tuesdays of each month, ~~with the exception of~~ except for the months of July, November, and December and any Port Orange municipal election dates, at 6:30 p.m., in City Hall. During the months of November and December ~~only~~, the regular City Council meetings ~~shall~~ may occur on the first and second Tuesdays at 6:30 p.m. at City Hall. These meeting dates and times are subject to change as

determined necessary by the City Council or to comply with the City's Charter. There shall be no regular City Council meeting on the date of a Port Orange municipal election. A meeting that would otherwise have been scheduled for such date shall be held on the Wednesday immediately following the election at 6:30 p.m. at City Hall. ~~Members of the City Council duly elected at regular elections shall assume office on the first Tuesday in December at 7:00 p.m. in accordance with Section 3.06(a) of the City Charter.~~ The July meeting schedule may be amended at the direction of the ~~Port Orange~~ City Council in consideration of the Fourth of July Holiday.

Comment [JM1]: Redundant. No need to restate charter provision here.

2. Workshop meetings of the City Council shall be held on the fourth Tuesday of each month at 6:30 p.m., as needed. ~~Every effort will be made to avoid the scheduling of workshops in the months of November and December. Workshops shall be avoided in the months of November and December, if possible.~~ Workshops may also be scheduled at other times as determined necessary by the City Council ~~or City Manager.~~

Comment [JM2]: Only Mayor or 2 members of Council have authority to call a meeting (see 5.). In practice, this just means that the CM will ask the Mayor to call a meeting, if needed.

3. All regular City Council meetings shall be held in the City Council Chambers at City Hall, unless otherwise designated by the City Council. All ~~City Council workshops~~ ~~City Council meetings~~ will typically be held in the Second Floor Conference Room, Lakeside Activity Center, the Adult Activity Center, or the Council Chambers at City Hall, as determined by the City Manager. All meetings of the City Council shall end by 11:00 p.m. unless extended beyond 11:00 p.m. by a motion of the City Council pursuant to ~~Section 3.06(b) of the City's Charter~~. Thereafter, the meeting shall end upon the conclusion of each hour (12:00, 1:00, etc.), unless extended by a motion of the City Council pursuant to ~~Section 3.06(b) of the City's Charter~~ for each hour. Any unfinished business shall be considered at a time and place set by the City Council.

Comment [JM3]: This reference does not make sense.

Comment [JM4]: This reference does not make sense.

4. There may also be special meetings or workshop meetings at such other times ~~as so~~ designated in advance by the City Council for the purposes of holding joint meetings with City boards, commissions, etc., to include receiving annual reports and presentations from the City's boards, committees, agencies and authorities, or for such other purposes as may be deemed necessary or desirable by the City Council.
5. Special meetings shall be called at the request of the Mayor or any two Councilmembers in accordance with the provisions of the City Charter and the Code of Ordinances.
6. Ex Parte Communication and Quasi-~~judicial~~Judicial Proceedings shall be governed by City Council Resolution No. 00-65. At a minimum, all parties to a Quasi-~~judicial~~Judicial Proceeding shall be entitled to the following:
 - a. An opportunity to call and examine witnesses, who shall be sworn;
 - b. An opportunity to introduce evidence;
 - c. An opportunity to cross examine witnesses; and
 - d. An opportunity to rebut evidence.

7. To the extent compatible with the conduct of business, all workshop meetings shall be held on an informal basis. The applicability of the City's general rules shall not be strictly applied. Presentations made at workshop meetings shall be limited to twenty (20) minutes, unless the Council, by consensus, agrees to extend the time.
8. The City Manager shall be responsible for organization and placement of items on the City Council Agenda; however, the Agenda and Agenda packets shall be prepared by the City Clerk. If the Council or any of its members wish to place an item on an agenda, any such request or inquiry shall be directed to the City Manager's office for disposition as opposed to any Councilmember contacting any City officer or employee who is subject to the direction and supervision of the City Manager.
9. With regard to the agenda for regular City Council meetings, the following shall apply:
 - a) To the extent possible, the City Administration shall group all matters by subject area, and shall place as many items as possible on the consent portion of the agenda. Those items of a controversial nature or those that need explanation will not be placed on the Consent Agenda.
 - b) The agenda format shall generally be as follows: Call to Order; Invocation; Pledge of Allegiance; ~~Invocation~~; Roll Call; Consent Agenda (to include Citizen Comments on Consent Agenda Items and Agenda Approval); Public Participation (Agenda); Public Participation (Non-Agenda); Council Comments; Special Awards, Reports, Recognition and Proclamations; Board Appointments, Interviews, and Reports; Tabled Items; Public Hearings; Regular Agenda, (to include first readings of ordinances); Comments from the City Attorney and the City Manager; and Council Committee reports. The agenda format is subject to change at the discretion of the City Manager or upon consensus of Council. (Items pulled from the Consent Agenda for further discussion will be heard during the Regular Agenda.)
 - c) Any items received during the public participation (non-agenda) portion of the agenda may, at the discretion of the Council, be discussed by the City Council at the time of such presentation, may be directed by the Council to the City Manager for action or resolution, or may be added to a subsequent meeting or workshop agenda if a member of the City Council so specifically requests.
 - d) Votes taken on ordinances and resolutions shall be by roll call and shall be recorded by the City Clerk. All roll call votes shall be by-in order of District with District 1 voting first, District 2 voting second, and so on, etc. with the Vice Mayor always voting fourth and the Mayor voting last.

Comment [JM5]: Does this include staff presentations?

Comment [JM6]: Yes, I will get council to approve presentations longer than 20 minutes before the event when we know it will be more than 20 minutes. By consensus is easier that formal vote.

Comment [JM7]:

Comment [JM8]: Haven't we started doing these prior to the meeting?

Comment [JM9]: True, move it to prior to the meeting.

Comment [FR10R9]: Not always. We do some within the Council meeting. Kemper is a "Special Reports". Just depends on the recognition/proclamation being given.

Comment [JM11]: Shouldn't we consider pulling Consent and hearing it immediately after pulling to get it out of the way?

Comment [FR12R11]: Already corrected this.

Comment [JM13]: Agreed.

Comment [FR14R13]: The draft uploaded in CivicClerk changes this to being heard after the Consent Agenda.

e) Once a motion has been made, seconded, and voted upon, it is final, except that the Council may reconsider that matter at the same meeting at which the motion was voted upon or the immediate subsequent meeting. If reconsideration is requested for an immediate subsequent meeting, the Councilmember requesting reconsideration shall notify the City Clerk in advance of the meeting at which the reconsideration will take place and provide the reasons for requesting reconsideration ~~in order to~~ allow the City Clerk to include the request as part of the meeting agenda and properly notice the item to be reconsidered. The City Clerk shall consult with the City Attorney's Office to determine sufficiency of notice to interested parties. ~~In order to~~ To reconsider a final vote of the City Council, a motion to reconsider shall be made by a member of the Council that voted on the prevailing side. The City Council shall establish for the public record the reasons that a reconsideration of the final vote was warranted.

10. The City Council of the City of Port Orange is committed to maintaining civility in public and political discourse and encourages the public to do the same. ~~In order to~~ To promote civil discourse and avoid a confrontational atmosphere, all comments by members of the Council, advisory board members, and/or the public should:

- a. Respect the right of all citizens in our community to hold different opinions;
- b. Avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
- c. Strive to understand differing perspectives;
- d. Be truthful, not accusatory and avoid distortion; and
- e. Avoid violence, prejudice and incivility towards citizens, employees, and officials of the City of Port Orange.

11. Cell phone ringers shall be disabled while a meeting or workshop is in progress.

IV. PUBLIC PARTICIPATION.

A. The City of Port Orange recognizes the statutorily created right of the public to be heard on propositions in front of City Council as set forth in Section 286.0114, Florida Statutes, and is committed to democratic, participatory local government. The following rules, guidelines and procedures are intended to promote orderly conduct and defined methods for participation. The presiding officer shall have the authority to enforce these rules and may request the removal of any individual who has been warned of and persists with prohibited conduct.

1. General Rule

- a. Members of the public shall be given a reasonable opportunity to be heard on a proposition before City Council, subject to the rules, guidelines and procedures set forth herein. The opportunity to be heard need not occur at the same meeting at which City Council takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which City Council takes the official action.

- b. Public participation is not required under the following circumstances:
 - i. An official act must be taken to deal with an emergency situation affecting the public health, welfare, or safety, and public participation would cause an unreasonable delay in the ability of the City Council to act;
 - ii. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
 - iii. A meeting that is exempt from s. 286.011, Florida Statutes; or
 - iv. A meeting during which the board or commission is acting in a quasi-judicial capacity, unless otherwise provided by law.

2. Meeting Decorum and Conduct

- a. Individuals may only make comments from the podium, or such other reasonable accommodation, after being recognized by the presiding officer.
- b. Prior to commenting, individuals are required to clearly state their name and address for the record in order to preserve an accurate public record reflected in the meeting minutes for future reference.
- c. All comments shall be directed to the presiding officer and shall not contain profane, aggressive or threatening language, or personal verbal attacks.
- d. Repetitive, redundant, or immaterial presentations or requests may be limited, and shall not resume unless authorized by a majority vote of the City Council.
- e. Comments shall be limited to the allotted times set forth herein, but additional comments may be submitted in writing ~~in order to~~to supplement and fully address any issue. The presiding officer shall have the discretion to provide additional time for a representative who can produce supporting documentation or evidence that he or she is authorized to speak on behalf of a group or faction comprised of five or more members of the public.
- f. Individuals attending a City Council meeting may choose to either hold a sign or place a sign along the rear wall of Council Chambers. Signs shall not be placed or held in any manner which obstructs the view of other audience members or obstructs the access to or from Council Chambers. Signs shall not be waived or lighted in any manner that causes distraction to the Councilmembers or members of the audience during a City Council meeting or workshop. Signs shall not be affixed to the walls or other surfaces within Council Chambers.

3. Procedures and Guidelines for Public Participation

- a. Public Participation – Non-Agenda
 - i. The City Council allocates 15 minutes at the beginning of each City Council Meeting for members of the public who wish to appear before the City Council to make a request, voice a complaint or concern, express an opinion, or give recognition.

- ii. Members of the public who wish to be heard shall complete a public participation form and provide the completed form to the City Clerk prior to the beginning of the meeting. Public participation forms shall be made available outside Council Chambers one hour prior to the meeting and in the City Clerk's Office during regular business hours. The City Clerk shall present all completed forms to the presiding officer prior to the beginning of the meeting.
 - iii. The presiding officer shall divide the time allocated equally between all who have signed-up to speak. Each individual shall be afforded no more than three minutes to speak, unless such time is extended by a majority vote of city council.
- b. Public Participation – Agenda
- i. The City Council shall reserve a section of the agenda dedicated to hearing Public Participation items requiring more than three minutes to fully address.
 - ii. Members of the public who wish to have their discussion item placed on the agenda shall file the request with the City Clerk at least two weeks in advance of the Council Meeting at which the item is to be heard. The request shall include the nature of the discussion and any supporting information to be considered.
 - iii. The City Clerk shall forward a copy of the request and supporting information to the City Council and the appropriate City Department(s) so that research may be conducted and information may be provided by staff as part of the agenda item ~~in order to~~ assist City Council in making a decision.
 - iv. Requests shall be forwarded to the appropriate City Advisory Board or Commission for recommendations to the City Council prior to placement on an agenda, when applicable.
 - v. Public Participation Agenda Items shall be considered in the following format:
 - 1. Presentation by requestor
 - 2. Questions of the requestor by City Council
 - 3. Presentation by City staff, if necessary
 - 4. Questions of City staff by City Council
 - 5. Public comments
 - 6. Take action, if necessary
 - vi. The requestor and City staff shall be given ~~the time necessary to fully—15 minutes to~~ address the agenda item, unless extended by the majority vote of Council. PresentersPresentations shall be clear, concise, and to the point. Presentations materials shall be provided to the City Clerk at least 48 hours prior to the meeting date. The City Clerk will upload the presentation materials to the computer in Council Chambers. Members of the public who wish to participate after the presentation by voicing support, opposition or neutrality to the request shall be afforded no more than three minutes each to speak.
- c. Public Hearings, Regular Agenda, and Consent Agenda Items
- i. Members of the public shall be given an opportunity to be heard on public hearing items and regular agenda items once the applicant has completed his or her presentation, the City Staff has

completed its presentation on the issue, and interested parties, if any have completed their presentation; and before a decision has been made by City Council.

- ii. Members of the public who wish to be heard on a particular item listed on the agenda may choose to complete a public participation form and turn-in the completed form to the City Clerk in advance of the meeting, or raise a hand and wait to be called-on when the presiding officer opens the floor to comments from the public.

~~Members of the public who wish to be heard on a consent agenda item shall complete a public participation form and turn-in the completed form to the City Clerk in advance of the meeting. Upon request by a member of the public, an item on consent shall be removed from the consent agenda in order to provide an opportunity for the requestor and others to be heard prior to a decision by City Council.~~

d. Submission of Petitions

- i. Petitions may be presented by Council during public participation at a meeting or by mailing or hand-delivering to the City Clerk.
- ii. If the petition is presented at a meeting, the presenter shall present the petition to the presiding officer through the City Clerk along with a brief overview of the reason for the petition. The Such presentation shall be limited to three minutes.
- iii. If the petition is sent by mail or hand-delivered to the City Clerk, the petition shall provide the reason for the petition. Upon receipt of the petition, the City Clerk shall place the item on the agenda with a copy of the petition for the next available meeting for discussion.

V. OPENING INVOCATION

A. It shall be the policy of the City Council that the procedures stated in this rule concerning opening invocation shall govern all official meetings of the City Council and that the members of the City Council and City staff shall adhere to these rules. These policies and procedures are not intended, shall not be implemented, and shall not be construed in any way to affiliate the City Council or the City with, nor express a preference for or against any faith, belief, opinion, religion, or denomination. Rather, these policies and procedures are intended to acknowledge and express the City Council respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the City.

1. After the Call to Order of all official meetings of the City Council an Opening Invocation as described herein shall occur. The opening invocation will occur and be completed during the opening, ceremonial portion of the City Council meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Council meeting. If the selected speaker is absent or a selection cannot be made for any reason, the invocation will consist of a brief moment of silence.
2. The opening invocation will be performed by a local volunteer selected in accordance with these rules. The local volunteer selected for leading the opening invocation shall be selected from a wide pool of local clergy as

specified below, and he/she shall in no event receive compensation from the City for his/her participation or services. To ensure that such person is selected from among a wide pool of local clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:

- a. The City Clerk or his/her designee shall compile and maintain a database of the religious congregations with an established presence within the jurisdictional limits of the City of Port Orange and Volusia County.
 - b. The Congregation List shall be compiled by referencing the listings for “churches,” “congregations,” or other similar religious assemblies located within the jurisdictional limits of the City and Volusia County in the annual Yellow Pages telephone book(s) published for the City and Volusia County, research from the Internet, and consultation with local chambers of commerce. All religious congregations with an established presence within the jurisdictional limits of the City and Volusia County are eligible to be, and shall be, included in the Congregation List. Any such congregation, entity, organization, or individual within the jurisdictional limits of the City and Volusia County not otherwise identified for participating may request inclusion on the Congregation List by written communication directed to the City Clerk that references the opening invocation. This policy is intended to be and shall be applied in a way that is all-inclusive of every diverse religious congregation within the jurisdictional limits of the City and Volusia County. The Congregation List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all religious leaders within the jurisdictional limits of the City and Volusia County to choose whether to respond to the City Council’s Invitation and participate. The City Clerk or his/her designee may not inquire into the faith, denomination, or other religious belief of the congregation before adding it to the Congregation List.
 - c. The Congregation List shall also include the name and contact information of any religious congregation located outside the City and Volusia County, if such religious congregation is attended by a resident or residents of the City or Volusia County, and such resident requests the inclusion of said religious congregation by specific written communication to the City Clerk.
 - d. The Congregation List shall also include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies of the City and Volusia County.
 - e. The Congregations List shall be updated, by reasonable efforts of the City Clerk or his/her designee, on or about the month of July of each calendar year.
3. Within thirty (30) days of the effective date of this policy, and on or about May 1 of each calendar year thereafter, the City Clerk or his/her designee shall mail an invitation addressed to the religious leader, chaplain, minister, rabbi or similar, or other contact person of each congregation listed on the Congregations List. The invitation will comport with substantially the following

form:

Dear Sir or Madam:

The City of Port Orange City Council makes it a policy to invite members of the clergy and other religious leaders having an established presence within the jurisdictional limits of the City of Port Orange and Volusia County to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. As the leader of one of the religious congregations with an established presence within the jurisdictional limits of the City and Volusia County, you are invited to offer this important service at an upcoming meeting of the City Council.

If you are willing to assist the City Council in this regard, please send a written reply at your earliest convenience to the City Clerk at the address included on this letterhead. Invocation speakers are scheduled on a first-come, first-serve basis. The dates of the City Council's scheduled meetings for the upcoming year are enclosed. If you have a preference among the date, please state that request in your written reply.

This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. The invocation should be brief and succinct. To maintain a spirit of respect and ecumenism, the City Council respectfully requests that the invocation opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker, nor to disparage any faith or belief different than that of the invocation speaker or otherwise threaten damnation or denigrate nonbelievers.

On behalf of the City Council of the City of Port Orange, I thank you in advance for considering this invitation.

*Regards,
City Clerk or his/her designee*

4. As the invitation letter shall state, the respondents to the invitation shall be scheduled on a first-come, first serve basis to deliver a brief and succinct invocation. All reasonable efforts shall be made to ensure that a variety of invocation speakers are scheduled for City Council meetings. Notwithstanding the preceding, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.
5. No member of the City Council, City employee or staff shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker.
6. No member of the City Council, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening invocation that is offered. An opportunity to exit the City Council Chambers and return upon completion of the opening invocation is afforded to those who do not wish to participate or witness the opening invocation. 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. Such invitation constitutes a general invitation that a person in attendance may stand if he/she wishes to do so for such observances.

7. The following statement shall be placed at the bottom of City Council meeting agendas:

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.

VI. CITY BOARD, COMMITTEE, COUNCIL AND AGENDA APPOINTMENTS.

- A. All appointments to city boards, commissions, and committees whose members are not subject to appointment by other entities, and in accordance with any applicable restrictions by State Statute, shall be made in accordance with the following procedures:

1. All vacancies subject to appointment to such city boards, commissions, and committees shall be made on a nomination basis by each of the members of the City Council. This nomination shall be construed to be a Motion to Appoint. The Council shall follow the voting requirements pursuant to **Section 3.06(c)** of the City's Charter. When more than one nominee has been identified for a single vacancy, voting shall be conducted by written ballot which shall include the name of the Council Member and the name of the nominee. The written ballots shall be read aloud into the record.
2. Roster lists and volunteer applications for City boards, commissions, and committees shall be established and maintained by the City Clerk's office.
3. Appointments for vacancies occurring on a board wherein the particular member has, for whatever reason, not fulfilled their entire term of membership on that particular board, commission, or committee, shall be to complete the unexpired term only, unless the unexpired term is for a period of time less than six (6) months. In that event, the appointed member shall then be allowed to serve the following full regular term without reappointment.
4. **These rules, when adopted, shall supersede any other general rules or local rules which are inconsistent herewith, to the extent of such inconsistency.**

Comment [JM15]: This section refers to votes on ordinances and resolutions. I recommend omitting this reference.

Comment [JM16]: We need to check the appointment provisions in the enacting legislation. Local Rules cannot supersede an ordinance provision.

VII. CITY MANAGER/CITY ATTORNEY ANNUAL REVIEW.

The City Council shall annually conduct a performance evaluation and salary review of the City Manager and City Attorney in accordance with their respective employment agreements.

Approved and adopted by the City Council of the City of Port Orange, Florida, at the Regular City Council Meeting held on the 4th day of January, 2018.

Donald O. Burnette, Mayor

ATTEST:

Robin L. Fenwick, CMC City Clerk



CITY OF PORT ORANGE

CITY CLERK'S OFFICE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5563

PORT ORANGE CITY COUNCIL **RULES OF PROCEDURE**

I. GENERAL PARLIAMENTARY RULES.

The general parliamentary procedure to be followed by the City Council of the City of Port Orange, Florida, except as otherwise modified by the City Council or as modified or amended herein, shall be in accordance with the most current edition of Robert's Rules of Order, Newly Revised.

II. PRESIDING OFFICER AND DUTIES.

- A. The Mayor, if present, shall preside at all meetings of the Council. In the absence of the Mayor, the Vice Mayor shall preside.
- B. The meetings of the Council shall be called to order, recessed and adjourned by the presiding officer.
- C. The presiding officer shall preserve order and enforce the rules of decorum and conduct set forth herein.
- D. The presiding officer shall determine all points of order, subject to the right of any Councilmember to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the presiding officer be sustained?" A majority of the Council sitting and eligible to vote is required to reverse the ruling of the presiding officer.
- E. The presiding officer may call another Councilmember to temporarily chair the meeting to make a motion, or to cover a temporary absence, such substitution is not to continue beyond adjournment.

III. LOCAL RULES.

- A. The following Local Rules of Procedure shall be applicable to the organization and conduct of business, as well as preparation and publication of agendas, of the City Council of the City of Port Orange, Florida. To the extent these Local Rules shall modify or conflict with the standard "Robert's Rules of Order" as adopted above, these Local Rules shall prevail to the extent of their conflict or inconsistency with "Robert's Rules of Order". The approval of these Rules shall take place at the first meeting held in January of each year, or as soon as possible thereafter.

- 1. Regular meetings of the City Council shall be held on the first and third Tuesdays of each month, except for the months of July, November, and December and any Port Orange municipal election dates, at 6:30 p.m., in City Hall. During the months of November and December, the regular City Council meetings may

occur on the first and second Tuesdays at 6:30 p.m. at City Hall. These meeting dates and times are subject to change as determined necessary by the City Council or to comply with the City's Charter. There shall be no regular City Council meeting on the date of a Port Orange municipal election. A meeting that would otherwise have been scheduled for such date shall be held on the Wednesday immediately following the election at 6:30 p.m. at City Hall. The July meeting schedule may be amended at the direction of the City Council in consideration of the Fourth of July Holiday.

2. Workshop meetings of the City Council shall be held on the fourth Tuesday of each month at 6:30 p.m., as needed. Every effort will be made to avoid the scheduling of workshops in the months of November and December. Workshops may also be scheduled at other times as determined necessary by the City Council.
3. All regular City Council meetings shall be held in the City Council Chambers at City Hall, unless otherwise designated by the City Council. All City Council workshops will typically be held in the Second Floor Conference Room, Lakeside Activity Center, the Adult Activity Center, or the Council Chambers at City Hall, as determined by the City Manager. All meetings of the City Council shall end by 11:00 p.m. unless extended beyond 11:00 p.m. by a motion of the City Council. Thereafter, the meeting shall end upon the conclusion of each hour (12:00, 1:00, etc.), unless extended by a motion of the City Council for each hour. Any unfinished business shall be considered at a time and place set by the City Council.
4. There may also be special meetings or workshop meetings at such other times designated in advance by the City Council for the purposes of holding joint meetings with City boards, commissions, etc., to include receiving annual reports and presentations from the City's boards, committees, agencies and authorities, or for such other purposes as may be deemed necessary or desirable by the City Council.
5. Special meetings shall be called at the request of the Mayor or any two Councilmembers in accordance with the provisions of the City Charter and the Code of Ordinances.
6. Ex Parte Communication and Quasi-Judicial Proceedings shall be governed by City Council Resolution No. 00-65. At a minimum, all parties to a Quasi-Judicial Proceeding shall be entitled to the following:
 - a. An opportunity to call and examine witnesses, who shall be sworn;
 - b. An opportunity to introduce evidence;
 - c. An opportunity to cross examine witnesses; and
 - d. An opportunity to rebut evidence.
7. To the extent compatible with the conduct of business, all workshop meetings shall be held on an informal basis. The applicability of the City's general rules

shall not be strictly applied. Presentations made at workshop meetings shall be limited to twenty (20) minutes, unless the Council, by consensus, agrees to extend the time.

8. The City Manager shall be responsible for organization and placement of items on the City Council Agenda; however, the Agenda and Agenda packets shall be prepared by the City Clerk. If the Council or any of its members wish to place an item on an agenda, any such request or inquiry shall be directed to the City Manager's office for disposition as opposed to any Councilmember contacting any City officer or employee who is subject to the direction and supervision of the City Manager.
9. With regard to the agenda for regular City Council meetings, the following shall apply:
 - a) To the extent possible, the City Administration shall group all matters by subject area, and shall place as many items as possible on the consent portion of the agenda. Those items of a controversial nature or those that need explanation will not be placed on the Consent Agenda.
 - b) The agenda format shall generally be as follows: Call to Order; Invocation; Pledge of Allegiance; Roll Call; Consent Agenda (to include Citizen Comments on Consent Agenda Items and Agenda Approval); Public Participation (Agenda); Public Participation (Non-Agenda); Council Comments; Special Awards, Reports, Recognition and Proclamations; Board Appointments, Interviews, and Reports; Tabled Items; Public Hearings; Regular Agenda, (to include first readings of ordinances); Comments from the City Attorney and the City Manager; and Council Committee reports. The agenda format is subject to change at the discretion of the City Manager or upon consensus of Council. (Items pulled from the Consent Agenda for further discussion will be heard during the Regular Agenda.)
 - c) Any items received during the public participation (non-agenda) portion of the agenda may, at the discretion of the Council, be discussed by the City Council at the time of such presentation, may be directed by the Council to the City Manager for action or resolution, or may be added to a subsequent meeting or workshop agenda if a member of the City Council so specifically requests.
 - d) Votes taken on ordinances and resolutions shall be by roll call and shall be recorded by the City Clerk. All roll call votes shall be in order of District with District 1 voting first, District 2 voting second, and so on, with the Vice Mayor always voting fourth and the Mayor voting last.

- e) Once a motion has been made, seconded, and voted upon, it is final, except that the Council may reconsider that matter at the same meeting at which the motion was voted upon or the immediate subsequent meeting. If reconsideration is requested for an immediate subsequent meeting, the Councilmember requesting reconsideration shall notify the City Clerk in advance of the meeting at which the reconsideration will take place and provide the reasons for requesting reconsideration to allow the City Clerk to include the request as part of the meeting agenda and properly notice the item to be reconsidered. The City Clerk shall consult with the City Attorney's Office to determine sufficiency of notice to interested parties. To reconsider a final vote of the City Council, a motion to reconsider shall be made by a member of the Council that voted on the prevailing side. The City Council shall establish for the public record the reasons that a reconsideration of the final vote was warranted.

10. The City Council of the City of Port Orange is committed to maintaining civility in public and political discourse and encourages the public to do the same. To promote civil discourse and avoid a confrontational atmosphere, all comments by members of the Council, advisory board members, and/or the public should:

- a. Respect the right of all citizens in our community to hold different opinions;
- b. Avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
- c. Strive to understand differing perspectives;
- d. Be truthful, not accusatory and avoid distortion; and
- e. Avoid violence, prejudice and incivility towards citizens, employees, and officials of the City of Port Orange.

11. Cell phone ringers shall be disabled while a meeting or workshop is in progress.

IV. PUBLIC PARTICIPATION.

A. The City of Port Orange recognizes the statutorily created right of the public to be heard on propositions in front of City Council as set forth in Section 286.0114, Florida Statutes, and is committed to democratic, participatory local government. The following rules, guidelines and procedures are intended to promote orderly conduct and defined methods for participation. The presiding officer shall have the authority to enforce these rules and may request the removal of any individual who has been warned of and persists with prohibited conduct.

1. General Rule

- a. Members of the public shall be given a reasonable opportunity to be heard on a proposition before City Council, subject to the rules, guidelines and procedures set forth herein. The opportunity to be heard need not occur at the same meeting at which City Council takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which City Council takes the official action.

- b. Public participation is not required under the following circumstances:
 - i. An official act must be taken to deal with an emergency situation affecting the public health, welfare, or safety, and public participation would cause an unreasonable delay in the ability of the City Council to act;
 - ii. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
 - iii. A meeting that is exempt from s. 286.011, Florida Statutes; or
 - iv. A meeting during which the board or commission is acting in a quasi-judicial capacity, unless otherwise provided by law.

2. Meeting Decorum and Conduct

- a. Individuals may only make comments from the podium, or such other reasonable accommodation, after being recognized by the presiding officer.
- b. Prior to commenting, individuals are required to clearly state their name and address for the record in order to preserve an accurate public record reflected in the meeting minutes for future reference.
- c. All comments shall be directed to the presiding officer and shall not contain profane, aggressive or threatening language, or personal verbal attacks.
- d. Repetitive, redundant, or immaterial presentations or requests may be limited, and shall not resume unless authorized by a majority vote of the City Council.
- e. Comments shall be limited to the allotted times set forth herein, but additional comments may be submitted in writing to supplement and fully address any issue. The presiding officer shall have the discretion to provide additional time for a representative who can produce supporting documentation or evidence that he or she is authorized to speak on behalf of a group or faction comprised of five or more members of the public.
- f. Individuals attending a City Council meeting may choose to either hold a sign or place a sign along the rear wall of Council Chambers. Signs shall not be placed or held in any manner which obstructs the view of other audience members or obstructs the access to or from Council Chambers. Signs shall not be waived or lighted in any manner that causes distraction to the Councilmembers or members of the audience during a City Council meeting or workshop. Signs shall not be affixed to the walls or other surfaces within Council Chambers.

3. Procedures and Guidelines for Public Participation

- a. Public Participation – Non-Agenda
 - i. The City Council allocates 15 minutes at the beginning of each City Council Meeting for members of the public who wish to

appear before the City Council to make a request, voice a complaint or concern, express an opinion, or give recognition.

- ii. Members of the public who wish to be heard shall complete a public participation form and provide the completed form to the City Clerk prior to the beginning of the meeting. Public participation forms shall be made available outside Council Chambers one hour prior to the meeting and in the City Clerk's Office during regular business hours. The City Clerk shall present all completed forms to the presiding officer prior to the beginning of the meeting.
- iii. The presiding officer shall divide the time allocated equally between all who have signed-up to speak. Each individual shall be afforded no more than three minutes to speak, unless such time is extended by a majority vote of city council.

b. Public Participation – Agenda

- i. The City Council shall reserve a section of the agenda dedicated to hearing Public Participation items requiring more than three minutes to fully address.
- ii. Members of the public who wish to have their discussion item placed on the agenda shall file the request with the City Clerk at least two weeks in advance of the Council Meeting at which the item is to be heard. The request shall include the nature of the discussion and any supporting information to be considered.
- iii. The City Clerk shall forward a copy of the request and supporting information to the City Council and the appropriate City Department(s) so that research may be conducted and information may be provided by staff as part of the agenda item to assist City Council in making a decision.
- iv. Requests shall be forwarded to the appropriate City Advisory Board or Commission for recommendations to the City Council prior to placement on an agenda, when applicable.
- v. Public Participation Agenda Items shall be considered in the following format:
 - 1. Presentation by requestor
 - 2. Questions of the requestor by City Council
 - 3. Presentation by City staff, if necessary
 - 4. Questions of City staff by City Council
 - 5. Public comments
 - 6. Take action, if necessary
- vi. The requestor and City staff shall be given 15 minutes to address the agenda item, unless extended by the majority vote of Council. Presentations shall be clear, concise, and to the point. Presentation materials shall be provided to the City Clerk at least 48 hours prior to the meeting date. The City Clerk will upload the presentation materials to the computer in Council Chambers. Members of the public who wish to participate after the presentation by voicing support, opposition or neutrality to the request shall be afforded no more than three minutes each to speak.

c. Public Hearings, Regular Agenda, and Consent Agenda Items

- i. Members of the public shall be given an opportunity to be heard on public hearing items and regular agenda items once the applicant has completed his or her presentation, the City Staff has completed its presentation on the issue, and interested parties, if any have completed their presentation; and before a decision has been made by City Council.
 - ii. Members of the public who wish to be heard on a particular item listed on the agenda may choose to complete a public participation form and turn-in the completed form to the City Clerk in advance of the meeting, or raise a hand and wait to be called-on when the presiding officer opens the floor to comments from the public.
- d. Submission of Petitions
 - i. Petitions may be presented by Council during public participation at a meeting or by mailing or hand-delivering to the City Clerk.
 - ii. If the petition is presented at a meeting, the presenter shall present the petition to the presiding officer through the City Clerk along with a brief overview of the reason for the petition. Such presentation shall be limited to three minutes.
 - iii. If the petition is sent by mail or hand-delivered to the City Clerk, the petition shall provide the reason for the petition. Upon receipt of the petition, the City Clerk shall place the item on the agenda with a copy of the petition for the next available meeting for discussion.

V. OPENING INVOCATION

- A. It shall be the policy of the City Council that the procedures stated in this rule concerning opening invocation shall govern all official meetings of the City Council and that the members of the City Council and City staff shall adhere to these rules. These policies and procedures are not intended, shall not be implemented, and shall not be construed in any way to affiliate the City Council or the City with, nor express a preference for or against any faith, belief, opinion, religion, or denomination. Rather, these policies and procedures are intended to acknowledge and express the City Council respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the City.
 1. After the Call to Order of all official meetings of the City Council an Opening Invocation as described herein shall occur. The opening invocation will occur and be completed during the opening, ceremonial portion of the City Council meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Council meeting. If the selected speaker is absent or a selection cannot be made for any reason, the invocation will consist of a brief moment of silence.
 2. The opening invocation will be performed by a local volunteer selected in accordance with these rules. The local volunteer selected for leading the opening invocation shall be selected from a wide pool of local clergy as specified below, and he/she shall in no event receive compensation from the City for his/her participation or services. To ensure that such person is selected from

among a wide pool of local clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:

- a. The City Clerk or his/her designee shall compile and maintain a database of the religious congregations with an established presence within the jurisdictional limits of the City of Port Orange and Volusia County.
 - b. The Congregation List shall be compiled by referencing the listings for “churches,” “congregations,” or other similar religious assemblies located within the jurisdictional limits of the City and Volusia County in the annual Yellow Pages telephone book(s) published for the City and Volusia County, research from the Internet, and consultation with local chambers of commerce. All religious congregations with an established presence within the jurisdictional limits of the City and Volusia County are eligible to be, and shall be, included in the Congregation List. Any such congregation, entity, organization, or individual within the jurisdictional limits of the City and Volusia County not otherwise identified for participating may request inclusion on the Congregation List by written communication directed to the City Clerk that references the opening invocation. This policy is intended to be and shall be applied in a way that is all-inclusive of every diverse religious congregation within the jurisdictional limits of the City and Volusia County. The Congregation List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all religious leaders within the jurisdictional limits of the City and Volusia County to choose whether to respond to the City Council’s Invitation and participate. The City Clerk or his/her designee may not inquire into the faith, denomination, or other religious belief of the congregation before adding it to the Congregation List.
 - c. The Congregation List shall also include the name and contact information of any religious congregation located outside the City and Volusia County, if such religious congregation is attended by a resident or residents of the City or Volusia County, and such resident requests the inclusion of said religious congregation by specific written communication to the City Clerk.
 - d. The Congregation List shall also include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies of the City and Volusia County.
 - e. The Congregations List shall be updated, by reasonable efforts of the City Clerk or his/her designee, on or about the month of July of each calendar year.
3. Within thirty (30) days of the effective date of this policy, and on or about May 1 of each calendar year thereafter, the City Clerk or his/her designee shall mail an invitation addressed to the religious leader, chaplain, minister, rabbi or similar, or other contact person of each congregation listed on the Congregations List. The invitation will comport with substantially the following

form:

Dear Sir or Madam:

The City of Port Orange City Council makes it a policy to invite members of the clergy and other religious leaders having an established presence within the jurisdictional limits of the City of Port Orange and Volusia County to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. As the leader of one of the religious congregations with an established presence within the jurisdictional limits of the City and Volusia County, you are invited to offer this important service at an upcoming meeting of the City Council.

If you are willing to assist the City Council in this regard, please send a written reply at your earliest convenience to the City Clerk at the address included on this letterhead. Invocation speakers are scheduled on a first-come, first-serve basis. The dates of the City Council's scheduled meetings for the upcoming year are enclosed. If you have a preference among the date, please state that request in your written reply.

This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. The invocation should be brief and succinct. To maintain a spirit of respect and ecumenism, the City Council respectfully requests that the invocation opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker, nor to disparage any faith or belief different than that of the invocation speaker or otherwise threaten damnation or denigrate nonbelievers.

On behalf of the City Council of the City of Port Orange, I thank you in advance for considering this invitation.

*Regards,
City Clerk or his/her designee*

4. As the invitation letter shall state, the respondents to the invitation shall be scheduled on a first-come, first serve basis to deliver a brief and succinct invocation. All reasonable efforts shall be made to ensure that a variety of invocation speakers are scheduled for City Council meetings. Notwithstanding the preceding, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.
5. No member of the City Council, City employee or staff shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker.
6. No member of the City Council, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening

invocation that is offered. An opportunity to exit the City Council Chambers and return upon completion of the opening invocation is afforded to those who do not wish to participate or witness the opening invocation. 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. Such invitation constitutes a general invitation that a person in attendance may stand if he/she wishes to do so for such observances.

7. The following statement shall be placed at the bottom of City Council meeting agendas:

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.

VI. CITY BOARD, COMMITTEE, COUNCIL AND AGENDA APPOINTMENTS.

- A. All appointments to city boards, commissions, and committees whose members are not subject to appointment by other entities, and in accordance with any applicable restrictions by State Statute, shall be made in accordance with the following procedures:
 1. All vacancies subject to appointment to such city boards, commissions, and committees shall be made on a nomination basis by each of the members of the City Council. This nomination shall be construed to be a Motion to Appoint. When more than one nominee has been identified for a single vacancy, voting shall be conducted by written ballot which shall include the name of the Council Member and the name of the nominee. The written ballots shall be read aloud into the record.
 2. Roster lists and volunteer applications for City boards, commissions, and committees shall be established and maintained by the City Clerk's office.
 3. Appointments for vacancies occurring on a board wherein the particular member has, for whatever reason, not fulfilled their entire term of membership on that particular board, commission, or committee, shall be to complete the unexpired term only, unless the unexpired term is for a period of time less than six (6)

months. In that event, the appointed member shall then be allowed to serve the following full regular term without reappointment.

VII. CITY MANAGER/CITY ATTORNEY ANNUAL REVIEW.

The City Council shall annually conduct a performance evaluation and salary review of the City Manager and City Attorney in accordance with their respective employment agreements.

Approved and adopted by the City Council of the City of Port Orange, Florida, at the Regular City Council Meeting held on the 4th day of January, 2018.

Donald O. Burnette, Mayor

ATTEST:

Robin L. Fenwick, CMC City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
DECEMBER 12, 2017

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

Pledge of Allegiance

Invocation was given by Melissa Frantz, Director of Youth & Family Ministries, Daytona Beach Drive In Christian Church

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

Appointments to Council Committees for 2018

Current appointments are as follows:

ArtHaus – Vice Mayor Ford
City Investment Committee – Councilman Stiltner
General Employees Retirement Trust Fund – Councilman Stiltner
Library Advisory Board – Councilman Tramont
River to Sea Transportation Planning Organization – Councilman Bastian
Municipal Firefighters Pension Board – Vice Mayor Ford
Municipal Police Officers Retirement Trust – Councilman Bastian
Port Orange-South Daytona Chamber of Commerce – Mayor Burnette (even months)
and Vice Mayor Ford (odd months)
Volusia League of Cities – Mayor Burnette
Roundtable of Elected Officials - Mayor Burnette
Youth Advisory Board - Councilman Tramont
Golf Advisory Board - Councilman Stiltner

2018 Committee Appointments:

ArtHaus – Vice Mayor Ford
City Investment Committee – Councilman Stiltner
General Employees Retirement Trust Fund – Councilman Stiltner
Library Advisory Board – Councilman Tramont
River to Sea Transportation Planning Organization – Councilman Bastian
Municipal Firefighters Pension Board – Vice Mayor Ford

Municipal Police Officers Retirement Trust – Councilman Bastian

Port Orange-South Daytona Chamber of Commerce – Mayor Burnette (months 3, 6, 9, and 12) and Vice Mayor Ford (all others)

Volusia League of Cities – Mayor Burnette

Roundtable of Elected Officials - Mayor Burnette

Youth Advisory Board - Councilman Tramont

Golf Advisory Board - Councilman Stiltner

Mr. Johansson advised the Library Advisory Board is looking to migrate into the Friends of the Library.

First Step Board should be added next year. Councilman Tramont has been appointed for 2018.

Motion to approve the committee appointments to remain the same was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried unanimously by voice vote.

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

There were none.

6. Agenda Approval

Item #17 was pulled for further discussion.

7. Approval of Minutes

a. December 5, 2017 - Regular City Council Meeting

8. Bid Awards and Contract Items

a. Award of RFP No. 17-40 to Universal Engineering Sciences, Inc. for Ongoing Building Permitting and Inspection Services

b. Report on Certain Contracts Approved by the City Manager - FY17

9. Resolution No. 17-66 - Ratifying and Accepting \$12,000 for the DUI Impaired/Driving Checkpoint Operations Project

10. Resolution No. 17-67 - Second Amendment and Restatement of Transportation Concurrency Improvements Master Form Exhibits

11. Resolution No. 17-71 - Ratification of invoices with Waste Pro of Florida after the fact for Hurricane Irma related debris staging and push services

12. 2018 Public Hearing and Development Review Calendars

13. 2017 Annual Concurrency Management Report

14. Approval of Grant Agreement for \$750,000 from State of Florida Department of Environmental Protection

15. Approval of Grant Agreement from Florida Inland Navigation District for Northwest Boat Launch

16. Approval of the Grant Agreement from the Florida Inland Navigation District (FIND) for the Causeway Park Fishing Piers

17. Approval of Ten Year YMCA Lease Agreement and Sublease with Brooks/Halifax Health

18. Transfer of Funds from Recreation Facilities Fund (106) to General Fund (001)

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

Item #17 - Approval of Ten Year YMCA Lease Agreement and Sublease with Brooks/Halifax Health

Teresa Rand, YMCA President and CEO, advised that the Board has approved the Lease but are concerned with the removal of the R&R fund. They are also a bit concerned with the feeling that the partnership with the City is no longer a partnership but a business relationship instead.

Vice Mayor Ford doesn't care to make money off the lease but wants to ensure the building is taken care of. He also believes the relationship is a partnership not just a business relationship.

Matt Jones, Deputy City Attorney, asked Council to consider two separate motions regarding the lease agreement and sublease with Brooks/Halifax.

Motion to approve the YMCA Lease Agreement was made by Vice Mayor Ford, and Seconded by Councilman Bastian. Motion carried unanimously by roll call vote.

Motion to delegate the authority to approve the sublease with Brooks/Halifax to the City Manager was made by Councilman Tramont, and Seconded by Councilman Bastian. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

There was none.

COUNCIL COMMENTS

19. Comments/Concerns from Council Members

Vice Mayor Ford is happy with the progress happening along Ridgewood Avenue. He wants to see Riverwalk finished.

Council wished all happy holidays.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

20. Fire Pension Board Appointments

Motion to re-appoint Jim Reardon to the Fire Pension Board was made by Vice Mayor Ford, and Seconded by Councilman Bastian. Motion carried unanimously by voice vote.

Motion to re-appoint Chris Taylor as the 5th member of the Fire Pension Board was made by Vice Mayor Ford, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

PUBLIC HEARING

21. Second Reading -Ordinance No. 2017-31 – LDC Amendment/Chapters 14 and 20, Ridgewood Corridor Improvements, Case No. 17-25000003

Mayor Burnette read Ordinance No. 2017-31.

ORDINANCE NO. 2017-31

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 14, SECTION 3 TO MODIFY THE FLORIDA VERNACULAR ARCHITECTURAL THEME IN THE PORT ORANGE TOWN CENTER COMMUNITY REDEVELOPMENT AREA; AMENDING CHAPTER 20, SECTION 2 TO REVISE EXISTING DEVELOPMENT INCENTIVES AND ADD ADDITIONAL DEVELOPMENT INCENTIVES; PROVIDING FOR

REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-31 was made by Councilman Bastian, and Seconded by Vice Mayor Ford.

Councilman Tramont asked about a moratorium along the Ridgewood Corridor to change the uses in the area. Mr. Jones advised a moratorium is used when codes are being changed or research done regarding changes.

Penny Cruz, Planner, explained the issues with moratoriums. This ordinance change will offer incentives for targeted small businesses in the Ridgewood area.

Motion carried unanimously by roll call vote.

22. Second Reading - Ordinance No. 2017-32 - Police Pension Amendment for the Share Plan

Mayor Burnette read Ordinance No. 2017-32.

ORDINANCE NO. 2017-32

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING CHAPTER 54, ARTICLE V, CODE OF ORDINANCES, CITY OF PORT ORANGE, FLORIDA, ENTITLED "POLICE PENSION FUND"; AMENDING SECTION 54-137, FUNDING; CREATING A NEW SECTION 54-140, SHARE PLAN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-32 was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

23. First Reading – Ordinance No. 2017-33 - 2017 Comprehensive Plan Capital Improvements Element (CIE) Annual Update
Case No. 17-27500001

Mayor Burnette read Ordinance No. 2017-33.

ORDINANCE NO. 2017-33

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE COMPREHENSIVE PLAN CAPITAL IMPROVEMENT ELEMENT; PROVIDING FOR THE FY2018-2023 FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AND SUPPORTING DATA; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-33 was made by Councilman Bastian, and Seconded by Councilman Stiltner.

Ms. Cruz advised the CIP has already been approved by Council and this is required by Florida Law.

Motion carried unanimously by roll call vote.

24. First Reading - Ordinance No. 2017-34 - Eighth Amendment to the Master Development Agreement and Conceptual Development Plan for the Port Orange Gateway Center Planned Commercial Development / Case No. 17-40000001

Mayor Burnette read Ordinance No. 2017-34.

ORDINANCE NO. 2017-34

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE EIGHTH AMENDMENT TO THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR PORT ORANGE GATEWAY CENTER PLANNED COMMERCIAL DEVELOPMENT (PCD) AND THE CONCEPTUAL DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2017-34 was made by Councilman Bastian, and Seconded by Councilman Stiltner.

Ms. Cruz explained the amendment being requested. There is plenty of parking and the access points will remain the same. Requests to deviate that require Council's consideration are:

- 1) Allow off-site storage for Target (Lot 3) on Lot 3A; and

- 2) Allow the wall sign height requirement to be 25% of the building height feet for tenants located in a multi-tenant building on Lot 3A. Ms. Cruz explained this is consistent with other PCDs in the City.

Staff recommends approval of the request.

Vice Mayor Ford is concerned with the traffic counts on Dunlawton Avenue. Ms. Cruz explained the traffic count numbers which are at approximately 70-79%.

Councilman Stiltner shares the concerns expressed by Vice Mayor Ford.

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

25. Replat of a portion of Tracts F and H of the Westport Reserve Subdivision and Westport Reserve Phase 3 Subdivision Plans and Concurrency and Fair-Share Agreement, Case No. 17-50000005

Motion to approve was made by Councilman Bastian, and Seconded by Councilman Tramont.

Tim Burman, Community Development Director, explained the project. A traffic study was completed. The developer will be paying into the City's Yorktowne Blvd. project and the City's SummerTrees Road extension project.

Councilman Stiltner believes Town West Blvd has a lot of traffic and a lot of heavy traffic. He would like to know when it will be repaved.

Councilman Tramont asked about parking in the neighborhood. Mr. Burman explained there is parking within the garage (2-car) plus two in the driveway and street parking available.

Matt Jones explained an error in the legal description that is included in the agenda packet. He asked that the approval be subject to the revision.

Motion to amend to include the change was made by Councilman Bastian, and Seconded by Vice Mayor Ford. Motion carried unanimously by roll call vote.

Michael Woods, Attorney for applicant, confirmed the parking arrangements.

Motion carried unanimously by roll call vote.

26. Final Plat & Plans for Westport Reserve Subdivision Phase 4 and Concurrency and Fair-Share Agreement, Case No. 17-50000006

Motion to approve was made by Councilman Bastian, and Seconded by Councilman Stiltner.

Mr. Burman explained this subdivision is the north side of the neighborhood discussed in Item #25. They are also required to pay into the City's Yorktowne Blvd. project and the City's SummerTrees Road extension project.

Motion carried unanimously by roll call vote.

27. Final Plat & Plans for Journey's End South Subdivision, Case No. 17-50000007

Motion to approve was made by Councilman Bastian, and Seconded by Vice Mayor Ford.

Mr. Burman explained the project to subdivide the Journey's End South Subdivision.

Councilman Stiltner is concerned with more traffic around Dunlawton Avenue. Mr. Burman advised the trip count for traffic is a 300 limit per day. The project is being planned for a self-storage facility.

Mark Dowst, Engineer, requested approval of the plat.

Dexter Copp, citizen, is concerned with the project as his property backs up to the project. He would like to ensure it is secure.

Philip Hollis, Developer, provided details of his project and the security at his facilities.

Motion carried 3-2 by roll call vote with Councilman Stiltner and Mayor Burnette voting no.

REGULAR AGENDA

28. Resolution No. 17-68 - Budget Appropriation

*Realign General Fund Budget to account for final millage rate approved for FY18

Mayor Burnette read Resolution No. 17-68.

RESOLUTION NO. 17-68

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING AND CAPITAL FUNDS; PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND BUDGET CONSISTENT WITH THE APPROVED MILLAGE; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 17-68 was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

29. Resolution No. 17-69 - Budget Appropriation

*Various transfers relating to Council priorities, donation/grant funds, PO150 activities, purchase of property in Riverwalk, Cypress Head Golf Course clubhouse repairs, Dunlawton street light, Annex, & Causeway dock project funding, public safety training facility, and stormwater fees

Mayor Burnette read Resolution No. 17-69.

RESOLUTION NO. 17-69

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING AND CAPITAL FUNDS TO BUDGET FOR COUNCIL PRIORITIES; FOR PORT ORANGE FAMILY DAYS COMMUNITY TRUST DONATION; FOR PORT ORANGE'S 150TH CELEBRATION; FOR STATE FDOT GRANT M5HVE-18-06-07; TO PROVIDE FUNDING TO PURCHASE PROPERTY WITHIN THE RIVERWALK DISTRICT; APPROPRIATE FUNDS FOR CYPRESS HEAD GOLF COURSE CLUBHOUSE BUILDING REPAIRS; FOR ADDITIONAL COST OF CONSTRUCTION ENGINEERING AND INSPECTION FOR DUNLAWTON STREET LIGHTS IMPROVEMENT PROJECT; FOR COMPLETION OF THE CAUSEWAY DOCK PROJECTS; TO BUDGET FOR THE INTERLOCAL AGREEMENT WITH THE CITY OF NEW SMYRNA BEACH; TO BUDGET FOR CHANGE IN STORMWATER FEES; AND TO PROVIDE ADDITIONAL FUNDING FOR THE CITY HALL ANNEX PROJECT; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 17-69 was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

30. Riverwalk Properties Acquisition

- a. 108 Herbert Street
- b. 3900 Halifax Drive
- c. 3969 Ridgewood Avenue
- d. 3979 Ridgewood Avenue
- e. Parcel No. 6303-11-02-0012 on Dunlawton Avenue

Motion to approve the Contract for Sale and Purchase of all properties listed as 30a-e, and authorize the Mayor and City Clerk to execute the necessary documents to close the transaction and authorize the Mayor to make such minor modifications as are necessary to close the transaction was made by Vice Mayor Ford, and Seconded by Councilman Tramont.

Mr. Johansson explained the purchase including the purchase price, appraised value, and development options.

Mark Dickinson, citizen, supports the purchase but asked Council to keep Herbert Street in mind during development. It's busy already.

Motion carried unanimously by roll call vote.

COMMENTS

31. City Attorney Comments

Margaret Roberts, City Attorney, asked Council to reconsider the Gateway item (#24 above) and allow the applicant to address Council.

Motion to reconsider item #24 on January 4, 2018 was made by Vice Mayor Ford, and Seconded by Councilman Stiltner. Motion carried unanimously by voice vote.

32. City Manager Comments

Mr. Johansson advised of an organizational change with Code Enforcement moving from Community Development to the Police Department. He asked Council for their concurrence. Council agreed to move forward with the change.

COUNCIL COMMITTEE REPORTS

33. City Council Committee Reports

Councilman Bastian reported on the recent meeting with the River 2 Sea TPO.

ADJOURNMENT: 8:16 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/04/2018

Consent item: Yes

SUBJECT: (B10a) Approval of Change Order No. 1 to Task Authorization No. 1 to Dredging Marine Consultants (DMC)

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve Change Order No. 1 to Task Authorization No. 1 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The initial construction phase of the Causeway dock project is expected to start in January and DMC is the engineer of record and part of their contract is to oversee the construction. The delay in the project was due to hurricane Matthew then Irma and the City seeking grant opportunities. The time frame is for an additional one year as we expect additional work to be conducted in the park after the work on the fishing piers and T-pier. Inspections for the initial construction phase will be conducted by Mead Hunt.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Change Order #1 to Task #1	DMC CO #1 to Task #1 Docks.pdf
2.	Task authorization 1	DMCTaskAuth1.pdf

Susan Lovallo
Susan Lovallo
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 12/01/2017
Approved - 12/01/2017
Approved - 12/11/2017
Approved - 12/18/2017
Approved - 12/18/2017
Final Approval - 12/18/2017

goes to
council
1.4.18

CHANGE ORDER NO. 1

To Task Authorization #1 dated February 14th, 2017, to the City of Port Orange Master Contract for Engineering Services dated February 14th, 2017, with Dredging & Marine Consultants, L.L.C.
Contractor or Engineer

Project: # QPC062

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$ 66,600.00	CHANGE IN CONTRACT TIMES: Original Contract Times February 28 th , 2017 Final Completion April 29 th , 2018
Net changes from previous Change Order: No. _: \$ N/A	Changes in contract time from previous Change Orders: No. _: ___ days N/A N/A ___ days
Contract Price prior to this Change Order: \$ 66,600.00	Contract Completion Date prior to this Change Order: Final Completion: April 29 th , 2018
Net Increase (decrease) of this Change Order No. 1: Increase Line n/a	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) yes 365 days
Contract Price with all approved Change Orders: \$66,600.00	Contract Times with all approved Change Orders: Final Completion: April 29 th , 2019

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to add additional time for the work to be performed under Task Authorization #1 entered by and between the parties on February 14th 2017.
- II. **REQUIRED CHANGES:** This C/O #1 is necessary to add additional 365 days. The additional time request is needed due to the FEMA Requirements that had to be met prior to going out to bid, as well as the application process for the Find Grant program. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:**
Changes in scope require Council approval. Is this a scope change? Yes
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Task Authorization #1 subject to a limit up to but not to exceed \$66,600.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

The change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

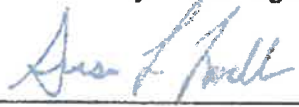
It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

Department Project Manager

By: 

Printed Name: Susan L. Lovallo

Title: Parks & Recreation Director

Date Signed: 11-27-17

ACCEPTED BY:

Contractor

By: 

Printed Name: Shailesh K. Patel,

Title: Managing Member

Date Signed: 11-28-2017

RECOMMENDED BY:

City's Representative

By: N/A

Printed Name: _____

Title: _____

Date Signed: _____

RECOMMENDED BY:

Engineer of Record

By: 

N/A

Printed

STEPHEN J. KUHN, P.E.

Name: _____

Title: PROJECT ENGINEER

Date

11/28/2017

Signed: _____

APPROVED BY:

CITY OF PORT ORANGE

Department Head—Approval delegated by City Manager. Scope, schedule and cost changes above either \$25K or limit of unforeseen conditions allowance go to City Council.

By: N/A
Printed Name: _____
Title: _____

Date Signed: _____

City Manager—Approval authority for changes up to either \$25K or limit of unforeseen conditions allowance. Scope and schedule changes sent to City Council.

By: _____
Printed Name: M. Johansson
Title: City Manager

Date Signed: _____

If Council approval is required:

By: _____
Printed Name: Don Burnette
Title: Mayor

Affirmed:

Date Signed: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

TASK AUTHORIZATION NO. 1
Standard Contract for Services dated Feb. 14, 2017
Between the City of Port Orange, Florida and Dredging & Marine Consultants, LLC

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 **DREDGING & MARINE CONSULTANTS, LLC**, a Florida corporation with its principal place of business at 4643 South Clyde Morris Boulevard, Port Orange, Florida 32129 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated Feb. 14, 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. The Contract Administrator may be contacted as follows:

Name: Susan Lovallo, Director of Parks and Recreation

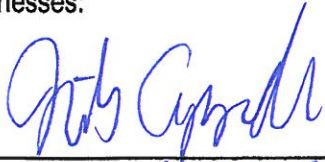
Address: City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129

Phone: (386) 506-5852

E-Mail: slovallo@port-orange.org
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the Causeway Park Small Boat Ramp Repair (Floating Concrete Docks) and Causeway Park Fishing Pier Improvements, which shall include Engineering Design, Permitting, Bidding and Construction Management, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
4. Services to be provided herein shall be substantially completed within 12 months of the date of written notice by the City to the Contractor and final completion 60 days thereafter.
5. 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 \$66,600.00. 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.
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:



Printed Name: NEEL CYTZCKEL



Printed Name: Ankeet Rama

DREDGING & MARINE CONSULTANTS, LLC

By: 

Shailesh K. Patel, Managing Member

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: 2-14-2017

Witnesses:

CITY OF PORT ORANGE

Frances Gosnell
Printed Name: Frances Gosnell

By: 
Donald O. Burnette, Mayor

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 2/21/17

Witnesses:

ATTEST:

Frances Gosnell
Printed Name: Frances Gosnell

By: 
Robin L. Fenwick, CMC, City Clerk

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 2/21/17

[CA 5672]



January 25, 2017

Ms. Susan Lovallo
Parks and Recreation Director
City of Port Orange
4655 City Center Circle
Port Orange, FL 32129

**RE: Causeway Park Small Boat Ramp Repair (Floating Concrete Docks) &
Causeway Park Fishing Pier Improvements
Engineering Design, Permitting, Bidding & Construction Management**

Ms. Lovallo:

Dredging & Marine Consultants LLC (DMC) is pleased to submit the following proposal to provide engineering design and permitting for repair of the small existing boat ramp located on the west side of the parking lot at Causeway Park that was damaged during the Hurricane Matthew storm event. In addition, DMC will provide bidding and construction management services for the small boat ramp repairs as well as replacement of the T-pier, westside fishing pier and removal of the eastside fishing pier.

Scope of Services: DMC will assist with the following services as indicated in the tasks below. If any of the below tasks are deemed un-necessary by the client or regulatory agencies as the project progresses tasks can be removed or scaled back upon request.

1. Structure and Hydrographic Survey – DMC will coordinate a location survey of the existing structures and the depths in the project area. All elevations will be referenced to Mean Low Water (MLW) and horizontal positioning NGVD 1929.

2. Geotechnical Testing – DMC will complete an in-water standard penetration test (SPT) boring to a depth of 40 feet below existing river bottom to determine the stability and load bearing capacity of the river bottom substrate in the project area. This information will be critical to boat ramp and piling design.

3. Engineering Design – DMC will assess the existing structure and design a replacement system utilizing floating concrete docks. Plans will be submitted to the City at 30, 60 and 90 percent complete. A cost estimate for the proposed improvements will accompany each submittal.

4. Permitting – DMC will submit a complete environmental resource permit (ERP) application to complete the proposed improvements. In addition, DMC will respond to any requests for additional information received from the regulatory agencies during the permitting process. **This task does not include any permit fees; they will be the responsibility of the City.**

5. Bidding – DMC will assemble a bid package for the small boat ramp repairs as well as replacement of the T-pier and westside fishing pier and removal of the eastside fishing pier including; bid sheet, technical specifications, and engineers cost estimate to solicit bids for the proposed improvements. In addition, DMC staff will conduct a pre-bid meeting and respond to all requests for additional information (RFI's) submitted by the contractors during the bidding process.

6. Construction Management – During the construction of all Causeway Park In-water Improvements DMC staff will provide onsite construction inspection as well as response to contractor RFI's, review of shop drawings submittals, review and verification of pay applications, attend progress meetings and provide onsite engineering solutions to any issues encountered during construction.

Budget: This work can be accomplished for a lump sum fee of **\$66,600** with the understanding that Task 6 will be paid on an hourly fee with a not to exceed limit. The costs per task are as follows:

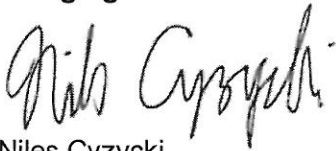
- 1. Structure and Hydrographic Survey – \$3,100**
- 2. Geotechnical Boring – \$5,300**
- 3. Engineering Design – \$16,800**
- 4. Permitting – \$5,200**
- 5. Bidding – \$6,200**
- 6. Construction Management – Not to exceed \$30,000 based on \$95/ hr Construction Manager/ Engineer and \$70/hr Onsite Inspector**

Schedule: These services will be completed according to the Clients project timeline from the date of Notice-to-Proceed. However permitting may delay the project timeline.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,

Dredging & Marine Consultants, LLC



Niles Cyzycki
Project Manager

-2-

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

EXHIBIT "A"



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/04/2018

Consent item: Yes

SUBJECT: (B10b) Award of bid #18-02 to Emergency Vehicle Repair for Amkus Tool Procurement

DEPARTMENT: Fire/Rescue Services

GOAL:

RECOMMENDED MOTION: Move to approve the award of ITB #18-02 to Emergency Vehicle Repair for Amkus Tool Procurement.

SUMMARY: This bid was to purchase new hydraulic cutters for all front line apparatus. The power source and combo tool are being purchased for the new fire pumper being delivered in 2018. This project is a 505 fund lease/replacement and all monies have been budgeted for through the CIP and fleet purchasing process.

Project No.: FIR014
none

Funding Account No.: 505-1000-519.64-00
505-1000-519.64-00

ATTACHMENTS:

1.	Standard Contract for Services	Standard Contract for Services.pdf
2.	Notice of Intent to Award	Notice of Award ITB 18-02 (12-01-17).pdf
3.	ITB 18-02 Bid Submittal	ITB 18-02 Emergency Vehicle Repair Response(11-20-17).pdf
4.	ITB 18-02 TABULATION	ITB#18-02 TABULATION (11-20-17).PDF
5.	ITB AMKUS TOOL PROCURMENT	ITB18-02 AMKUS TOOL PROCUREMENT.PDF

Robin Fenwick
Ken Fustin
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 12/04/2017
Approved - 12/06/2017
Approved - 12/11/2017
Approved - 12/20/2017
Approved - 12/20/2017
Final Approval - 12/20/2017



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2018, 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 **EMERGENCY VEHICLE REPAIR, INC.** ("Contractor"), a Florida corporation whose principal address is 2664 North Design Court, Sanford, Florida 32773. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with the following AMKUS tools: Four (4) AMKUS-AMK-22 Cutter part number 220200001000, C.O.T. Rotating Handle STD CPLG, with lighted handle to include AMK-820344000900S Super Swivels quantity of eight (8); One (1) AMKUS-AMK-71120E531042 Power Unit, EF2S, ELEC, 240V; One (1) AMKUS-AMK-ICT516 COMBI TOOL; and a turn-in credit allowance for four (4) pairs of currently owned AMKUS-AMK-21A Cutters part number 210200001001, as further described in Invitation to BID No 18-02 ("ITB 18-02"), ITB Scope of Service, and Contractor Proposal, attached hereto as Exhibit "1." A complete copy of ITB 18-02, and the Contractor's Response is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida.

- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution, the term of this Contract shall commence on January 4, 2018 and shall continue for a period of one (1) year (the "Term"). The Contractor shall deliver the parts to 1090 City Center Boulevard within 30 days of issuance of a written Purchase Order.

Manner and Place: The work shall be performed as outlined in Exhibit "1," and in accordance with 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. The Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB – Port Orange. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of a written Purchase Order(s) issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the goods identified above, the City agrees to compensate the Contractor at the unit prices set forth in Exhibit "1," subject to a limit not to exceed Forty-Two Thousand Seven Hundred Fifteen and 40/100 Dollars (\$42,715.40). The Contractor agrees to provide a turn-in credit allowance to the City in an amount of One Thousand Six Hundred and 00/100 Dollars (\$1,600.00), for four (4) pairs of currently owned AMKUS-AMK-21A Cutters part number 210200001001, as further described in ITB 18-02. The City's obligation to pay Contractor 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.

3. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

4. Contract Administration. The Fire Chief, Ken Fustin, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records

(a) The Contractor 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 Contractor involving transactions related to this Contract.

(b) The Contractor 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 contractor 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.

9. Public Records Compliance. Contractor 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 Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor 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 Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'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.

10. 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 Contractor. 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.

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. 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. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor 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.

[Remainder of this page intentionally left blank]

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	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
Additional 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	<u>Limits:</u> Coverage - \$1,000,000 minimum	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	Agents acting on behalf of the City.
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		

- | | |
|--------------------------|---|
| ☐ | Unless otherwise required by law, Department Head waives Insurance for work described as follows:
(check at least one)
☐ under \$25,000.00
☐ including goods F.O.B. the place of destination |
|--------------------------|---|

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

13. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory 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 the services to be performed or 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 Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

14. 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.

15. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

16. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

17. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

18. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, 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 Contractor, his/its agents, servants and employees. Contractor 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, Contractor agrees as follows:

(a) Contractor 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 Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor 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. Contractor 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. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager 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 Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

21. 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.

22. 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.**

23. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between this Contract and Exhibit No. 1, this Contract shall control.

24. 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.

25. 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: Ken Fustin, Fire Chief
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5910

Contractor: Emergency Vehicle Repair, Inc.
Attention: Timothy J. Nantka, President
2664 North Design Court
Sanford, Florida 32773
(321) 228-7691 – Telephone
tnantka@yahoo.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.

26. 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 Contractor and the City until the City signs this Agreement.

27. 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:

EMERGENCY VEHICLE REPAIR, INC.

By: _____

Timothy J. Nantka, President

Printed Name: _____

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: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Timothy J. Nantka, as President of Emergency Vehicle Repair, Inc., a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, 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.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, 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.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



"ATTACHMENT 1"
SCHEDULE OF UNIT PRICING BID FORM
AMKUS TOOL PROCUREMENT
ITB # 18-02

ORIGINAL

Completed "Attachment A" form MUST be included with Bid Submission
 Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
 Fill in pricing in highlighted cells, preferably electronically.
 Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Emergency Vehicle Repair, Inc.
CONTACT PERSON:	Timothy J. Nantka
EMAIL ADDRESS:	tnantka@yahoo.com
AUTHORIZED SIGNATURE:	

AMKUS PROPOSED PURCHASE							
Item #	DESCRIPTION	Quantities	Unit of Measure	Delivery Days After Receipt Of Order	Warranty Time Period	Unit Price	Total Cost
1	4)-AMKUS- AMK-22 CUTTER- PART NUMBER 220200001000. C.O.T ROTATING HANDLE STD CPLG, WITH LIGHTED HANDLE TO INCLUDE AMK-820344000900S SUPER SWIVELS QUANTITY OF (8)	4	Each	20	Limited Lifetime	\$ 6,764.10	\$ 27,056.40
2	AMKUS- AMK-71120E531042 POWER UNIT, EF2S, ELEC, 240 V	1	Each	30	Limited Lifetime	\$ 6,598.00	\$ 6,598.00
4	AMKUS- AMK-ICT516 COMBI TOOL	1	Each	30	Limited Lifetime	\$ 9,061.00	\$ 9,061.00
TOTAL BASE BID							\$ 42,715.40

AMKUS TOOL TRADE IN CREDIT							
Item #	DESCRIPTION	Quantities	Unit of Measure			Unit Price	Total Credit
1	AMKUS-AMK-21A PART NUMBER 210200001001	4	Each			\$ 400.00	\$ 1,600.00

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed competitive bids for the purchase of specified AMKUS tools as described in the specifications as well as to receive a trade-in allowance on previously owned equipment if available.

SCOPE OF WORK:

Purchase of:

- (4)-AMKUS- AMK-22 Cutter- Part Number 220200001000. C.O.T Rotating Handle STD CPLG, with lighted handle to include AMK-820344000900S Super Swivels quantity of (8)
- (1)-AMKUS- AMK-71120E531042 Power Unit, EF2S, ELEC, 240V.
- (1)-AMKUS- AMK-ICT516 COMBI TOOL.

Please supply delivery days after receipt of order and warranty period on the bid form.

The Fire Department would also be requesting turn-in credit allowance if available on the 4 pair of currently owned AMK-21A Cutters (Part number 210200001001).

[Remainder of this page left intentionally blank]



INTENT TO AWARD

ITB# 18-02

AMKUS TOOL PROCUREMENT

December 1, 2017

On November 20, 2017 Purchasing received one (1) submittal for ITB #18-02 Amkus Tool Procurement. After review of the proposal submitted, City staff have made a recommendation to award to Emergency Vehicle Repair of Casselberry, Florida in the amount of \$42,715.40 for the total Base Bid and will except a total of \$1600.00 for a trade in equipment allowance. Recommendation to Award will be presented to City Council on January 4, 2018.

**David Battaglia
Purchasing Agent**

ORIGINAL

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor’s Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☐ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: EMERGENCY VEHICLE REPAIR, INC.
Name of Business


Authorized Signature

11-13-2017
Date

This document must be completed and returned with your Submittal

ORIGINAL

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

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.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid 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 Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid 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 ITB; 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 ITB.

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 Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

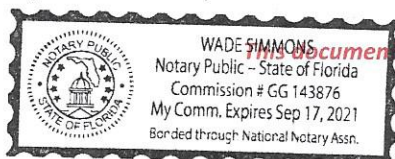
Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

EMERGENCY VEHICLE REPAIR, INC. P.O. Box 180776
NAME OF BUSINESS MAILING ADDRESS
Timothy J. Nantka CASSELBERRY, FL. 32718
AUTHORIZED SIGNATURE CITY, STATE & ZIP CODE
TIMOTHY J. NANTKA PRESIDENT 321-228-7691
NAME, TITLE, TYPED TELEPHONE NUMBER / FAX NUMBER
20-5556410 TNANTKA@YAHOO.COM
FEDERAL IDENTIFICATION # E-MAIL ADDRESS

STATE OF FLORIDA COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this day of 13th Nov, 2017 by Timothy Nantka, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:



Wade Simmons
Notary Public

This document must be completed and returned with your Submittal

ORIGINAL

FORM 7.3 – 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."

EMERGENCY VEHICLE REPAIR, INC.
Name of Business

By: Timothy J. Nantka
Printed Name: TIMOTHY J. NANTKA
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF SEMINOLE

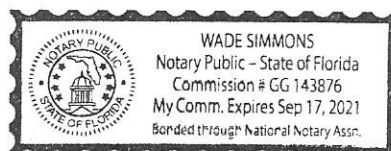
Sworn to (or affirmed) and subscribed before me this 13 day of Nov, 2017, by
Timothy J Nantka, as President of
(NAME) (TITLE)
Emergency Vehicle Repair, Inc and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or
☒ has produced FL PL as identification.

Wade Simmons
Notary Public, State of Flor. Id
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



ORIGINAL

FORM 7.4 – 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.

EMERGENCY VEHICLE REPAIR, INC.

Name of Business

By: [Signature]
Printed Name: TIMOTHY J NANTKA
Title: PRESIDENT

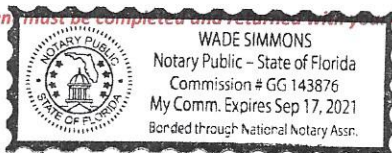
STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me this 13 day of Nov, 2017 by
Timothy J Nantka (NAME), as President (TITLE) of
Emergency Vehicle Repair (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☐ is personally known to me; or
☒ has produced FL DL as identification.

This document must be completed and returned with your Submittal



[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

ORIGINAL

FORM 7.5 – SWORN STATEMENT UNDER SECTION 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 TIMOTHY J. NANTKA who, being by me first duly sworn, made the following statement:

1. The business address of EMERGENCY VEHICLE REPAIR, INC. (name of Offeror or business) is 2664 N. DESIGN COURT SANFORD FLORIDA 32773.
2. My relationship to EMERGENCY VEHICLE REPAIR, INC. (name of Offeror or business) is 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.)

EMERGENCY VEHICLE REPAIR, INC.
Name of Business

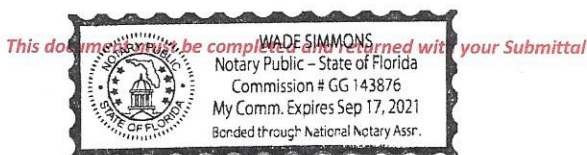
By: Timothy J. Nantka
Printed Name: TIMOTHY J. NANTKA
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me this 13 day of Nov, 2017 by Timothy J. Nantka, as President of Emergency Vehicle Repair and who:

[Notary: Please select one]

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



Wade Simmons
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

ORIGINAL

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: EMERGENCY VEHICLE REPAIR, INC.

SIGNED BY: Timothy J. Nantka
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: TIMOTHY J. NANTKA

TITLE: PRESIDENT

ADDRESS: 2664 N. DESIGN CT.

SAFORD
CITY: FL STATE: FL ZIP CODE: 32773

TELEPHONE: 321-228-7691 FAX:

COMPLETION TIME:

F.E.I.N. NUMBER: 20-5556410

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON):

This document must be completed and returned with your Submittal

ORIGINAL

FORM 7.7 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): ITB# 18-02

BUSINESS NAME: EMERGENCY VEHICLE REPAIR, INC.

CONTACT PERSON/TITLE: TIM NANTKA / PRESIDENT

MAILING ADDRESS: P.O. BOX 180776 CASSELBERRY, FL 32718

CITY-STATE-ZIP: _____

Length of Time at Address Provided: 2 YRS

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of Florida

FEIN (Federal Employer Identification Number): 20-5536410

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: 321-228-7691 FAX: _____

EMAIL: TNANTKA@YAHOO.COM

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Timothy Nantka who, after being sworn according to law, stated that he or she was authorized to represent Emergency Vehicle Repair and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

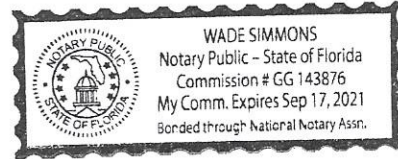
ORIGINAL

(Form 7.7 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Waide Simmons
SIGNATURE OF NOTARY PUBLIC
THIS 13 DAY OF Nov, 2017
My Commission Expires: _____

NOTARY SEAL



Timothy J. Nantka 11-13-17
SIGNATURE OF AFFIANT DATE

TIMOTHY J. NANTKA / PRESIDENT
PRINTED NAME OF AFFIANT / TITLE

EMERGENCY VEHICLE REPAIR, INC.
COMPANY

This document must be completed and returned with your Submittal



"ATTACHMENT 1"
SCHEDULE OF UNIT PRICING BID FORM
AMKUS TOOL PROCUREMENT
ITB # 18-02

ORIGINAL

Completed "Attachment A" form MUST be included with Bid Submission
 Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
 Fill in pricing in highlighted cells, preferably electronically.
 Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Emergency Vehicle Repair, Inc.
CONTACT PERSON:	Timothy J. Nantka
EMAIL ADDRESS:	tnantka@yahoo.com
AUTHORIZED SIGNATURE:	

AMKUS PROPOSED PURCHASE							
Item #	DESCRIPTION	Quantities	Unit of Measure	Delivery Days After Receipt Of Order	Warranty Time Period	Unit Price	Total Cost
1	4)-AMKUS- AMK-22 CUTTER- PART NUMBER 220200001000. C.O.T ROTATING HANDLE STD CPLG, WITH LIGHTED HANDLE TO INCLUDE AMK-820344000900S SUPER SWIVELS QUANTITY OF (8)	4	Each	20	Limited Lifetime	\$ 6,764.10	\$ 27,056.40
2	AMKUS- AMK-71120E531042 POWER UNIT, EF2S, ELEC, 240 V	1	Each	30	Limited Lifetime	\$ 6,598.00	\$ 6,598.00
4	AMKUS- AMK-ICT516 COMBI TOOL	1	Each	30	Limited Lifetime	\$ 9,061.00	\$ 9,061.00
TOTAL BASE BID							\$ 42,715.40

AMKUS TOOL TRADE IN CREDIT							
Item #	DESCRIPTION	Quantities	Unit of Measure			Unit Price	Total Credit
1	AMKUS-AMK-21A PART NUMBER 210200001001	4	Each			\$ 400.00	\$ 1,600.00



**CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET**

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB-#18-02
ITB TITLE: AMKUS TOOL PROCUREMENT
OPENING DATE/TIME: NOVEMBER 20, 2017 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		Emergency Vehicle Repair Inc.			
1	Form 7.1 Submittal Checklist	YES			
2	Form 7.2 Bidder's Acknowledgment	YES			
3	Form 7.3 Addendum & Change Order Acknowledgement	YES			
4	Form 7.4 Drug Free Preference Statement	YES			
5	Form 7.5 Statement on Public Entity Crimes	YES			
6	Form 7.6 Affidavit of Anti-Collusion	YES			
7	Form 7.7 Authorized Signatures/Negotiators	YES			
8	Form 7.8 Statement of Vendors Qualifications	YES			
9	Form 7.9 Professional References	YES			
10	Form 7.10 Listing of Subcontractors	YES			
11	Form 7.11 Vendor Application Form & W-9	YES			
12	Form 7.12 Local Business Affidavit of Eligibility	YES			
13	Form 7.13 Certificate of Corporate Principle	YES			
14	Certificate of Insurance	YES			
15	Bid Bond	YES			
16	Attachment 1-Bid Proposal	YES			
	1 Original, 1 Digital Copy	YES			
	Deemed Responsive?	YES			
TOTAL BID		\$ 42,715.40	\$ -	\$ -	\$ -
ALTERNATE No.1 TRADE IN CREDIT		\$ 1,600.00	\$ -	\$ -	\$ -

Opened and tabulated by: David Battaglia, Purchasing Agent
 Witnessed by: Jim Tillman, Purchasing Manager

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

AMKUS TOOL PROCUREMENT

ITB #18-02



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Release Date: November 6, 2017

**Bid Due Date and Time: November 20, 2017 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

ITB #18-02 AMKUS TOOL PROCUREMENT

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #18-02 AMKUS TOOL PROCUREMENT. Bids 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 November 20, 2017** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

DESCRIPTION: The City of Port Orange is soliciting sealed competitive bids for the purchase of specified AMKUS tools as described in the specifications as well as to receive a trade-in allowance on previously owned equipment if available.

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids 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 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/bids.aspx and Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Agent, David Battaglia, dbattaglia@port-orange.org or purchdiv@port-orange.org and reference "Questions on ITB #18-02 AMKUS TOOL PROCUREMENT" in the subject line. Last day for questions will be **November 13, 2017 at 5:00 P.M.**

All Bidders 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 bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk's office** with one (1) version in pdf format, addressed to David Battaglia, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #18-02 AMKUS TOOL PROCUREMENT."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – November 6, 2017

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



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #18-02 _____
BID TITLE:	AMKUS TOOL PROCUREMENT _____
DUE DATE/TIME:	November 20, 2017 at 2:30 P.M. _____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Battaglia Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of purchasing specified AMKUS tools with applicable trade-in tool allowance if available as described herein.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder'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 ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: November 6, 2017

Deadline for Questions: November 13, 2017 by 5:00 P.M.

Final Addendum Posting: November 15, 2017 by 5:00 P.M.

Bids Due: November 20, 2017 by 2:30 P.M.

City Council Meeting for Approval of Recommendation of Award To Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: David Battaglia, Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) 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 Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids 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. Bids 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 bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly and the names of all Vendors shall be read aloud. All conferences, and meetings regarding this ITB are recorded electronically (audio only).

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

QUESTIONS REGARDING THIS ITB:

All questions shall reference "ITB #18-02 AMKUS TOOL PROCUREMENT" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Battaglia
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dbattaglia@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB 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 Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the City website www.port-orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

The City of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the ITB 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 therefrom.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid 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 Sunbiz report showing your company registered as "Active".

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

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 ITB. 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 Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB 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 Bid not properly addressed and identified.

REJECTION OF BIDS:

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

BIDS 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 antitrust 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.

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 the 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.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed competitive bids for the purchase of specified AMKUS tools as described in the specifications as well as to receive a trade-in allowance on previously owned equipment if available.

SCOPE OF WORK:

Purchase of:

- (4)-AMKUS- AMK-22 Cutter- Part Number 220200001000. C.O.T Rotating Handle STD CPLG, with lighted handle to include AMK-820344000900S Super Swivels quantity of (8)
- (1)-AMKUS- AMK-71120E531042 Power Unit, EF2S, ELEC, 240V.
- (1)-AMKUS- AMK-ICT516 COMBI TOOL.

Please supply delivery days after receipt of order and warranty period on the bid form.

The Fire Department would also be requesting turn-in credit allowance if available on the 4 pair of currently owned AMK-21A Cutters (Part number 210200001001).

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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 the 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".)

SECTION 5 – GENERAL TERMS AND CONDITIONS

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. ADDITIONAL GOODS

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to

add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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 ITB 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 s1324a(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.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded or Purchase Order issued to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

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

11. **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.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid Opportunities page www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13. **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.

14. **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.

15. **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 day's 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.

16. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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)

25. **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.

26. **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.

27. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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 nonresponse 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.

33. **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.

34. **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.

35. **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.

36. **FACILITIES**

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

37. **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.

38. **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.

39. **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.

40. **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.

41. **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.

42. **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.

43. **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.

44. **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.

45. **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.

46. **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, worker's 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.

47. **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.

48. **INSURANCE**

If required, 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.

49. **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.

50. **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.

51. **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.

52. **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.

53. **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.

54. **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.

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

If no particular brand, model or make is specified, Vendors shall submit 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.

56. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, 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:

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) 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 (5) 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.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) 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 (5) 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.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) 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 (5) 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.
- (4) Tied Bid Preference: In case of a tie bid 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.

- (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:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (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.

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 twelve (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.

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 twelve (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.

57. **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.

58. **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.

59. **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.

60. **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.

61. **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.

62. **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.

63. **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.

64. **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).

65. **PATENTS/COPYRIGHTS**

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

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

The Purchasing Manager shall determine if a pre-bid conference is required 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.

67. **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, or inputted electronically in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled 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.

68. **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.

69. **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.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

70. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

71. **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.

72. **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.

73. **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.

74. **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.

75. **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.

76. **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.

77. **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.

78. **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.

79. **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.

80. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

81. **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.)

82. **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.

83. **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.

84. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

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

85. **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.

86. **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.

87. **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.

88. **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.

89. **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.

90. **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.

91. **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.

92. **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.

93. **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.

94. **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: David Battaglia, Purchasing Agent, 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 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.

95. **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.

96. **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.

97. **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.

98. **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.

99. **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.

100. **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.

101. **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.

102. **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.

103. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

104. **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.

105. **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.

106. **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.

107. **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 grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

108. **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.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90)Days from the ITB opening date.

CONTRACT TERM

The term of the contract shall be from the Notice to Proceed with an executed Purchase Order.

NOTICE: The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City’s best interest, the City may utilize a cooperative contract in lieu of making an award.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7 – Local Business Affidavit of Eligibility
- _____ Attachment 1 – Bid Proposal
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

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.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid 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 Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid 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 ITB; 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 ITB.

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 Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID 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 7.3 – 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

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – 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 Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT UNDER SECTION 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.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS 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 Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange *This declaration is executed under penalty of perjury of the laws to the United States and State of Florida*

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.7 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20__

My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL

Below is a sample of the bid cost/fee proposal that must be included with a Vendor's sealed bid package. A fillable, locked Excel document is uploaded along with this ITB document on DemandStar.com for completion by the Vendor and must be included in the Vendor's sealed bid submittal. **Only the Cost/Fee Proposal document provided by the City will be acceptable.**



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING BID FORM AMKUS TOOL PROCUREMENT ITB # 18-02

Completed "Attachment A" form MUST be included with Bid Submission
Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

AMKUS PROPOSED PURCHASE							
Item #	DESCRIPTION	Quantities	Unit of Measure	Delivery Days After Receipt Of Order	Warranty Time Period	Unit Price	Total Cost
1	4)-AMKUS- AMK-22 CUTTER- PART NUMBER 220200001000. C.O.T ROTATING HANDLE STD CPLG, WITH LIGHTED HANDLE TO INCLUDE AMK-8203440009005 SUPER SWIVELS QUANTITY OF (8)	4	Each			\$ -	\$ -
2	AMKUS- AMK-71120E531042 POWER UNIT, EF25, ELEC, 240 V	1	Each			\$ -	\$ -
4	AMKUS- AMK-ICT516 COMBI TOOL	1	Each			\$ -	\$ -
TOTAL BASE BID							\$ -

AMKUS TOOL TRADE IN CREDIT							
Item #	DESCRIPTION	Quantities	Unit of Measure			Unit Price	Total Credit
1	AMKUS-AMK-21A PART NUMBER 210200001001	4	Each			\$ -	\$ -

This document must be completed and returned with your Submittal



End of Solicitation Documents



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/04/2018

Consent item: Yes

SUBJECT: (B11) Major Special Event Request – LiveStrong 5K at Aunt Catfish Restaurant located at 4009 Halifax Drive & Panhead’s Pizzeria located at 4085 Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve the Special Event request for the LiveStrong 5K at Aunt Catfish Restaurant at 4009 Halifax Drive and Panhead’s Pizzeria at 4085 Ridgewood Avenue subject to the conditions in the Staff Report.

SUMMARY: The applicant Mica Lill, Special Event Director, on behalf of the Volusia/Flagler Family YMCA, is requesting a repeat special event, for the LiveStrong 5K race. The proposed hours of the event are from 6:00 a.m. until 10:00 a.m. on January 20, 2018. The proposed 3.1-mile race route is entirely within the Port Orange City limits.

The 5K race will start going south at Aunt Catfish, along Halifax Dr., turn around just after White Pl., then North on Halifax Dr., back toward Aunt Catfish, turn right/east, over the bridge on Dunlawton Ave., change direction to travel west over the bridge to finish in front of Aunt Catfish at 4009 Halifax Dr. completing a 3.1-mile course.

The special event request has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development departments. The applicant has received the cost estimates from the Police and Public Works departments for staff overtime and materials to assist the event with traffic control, barriers and safety issues.

The applicant states that all proceeds raised from this event will directly benefit the Port Orange Family YMCA as a part of the Y Community Campaign to provide scholarships to Port Orange residents.

The applicant has also requested the surety bond be waived. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances, and has generally been set at \$250 when required. Council has generally waived this bond for similar race events in the past. As a result, staff conditions allow the waiver. Should Council choose to require the bond, the conditions will need to be revised.

See staff report for more information.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	YMCA 5K Jan 2018 Staff Report.pdf
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Briana Conlan-King	Created/Initiated - 12/14/2017
Tim Burman	Approved - 12/14/2017
Thomas Grimaldi	Approved - 12/15/2017
Jake Johansson	Approved - 12/15/2017
Robin Fenwick	Final Approval - 12/15/2017



STAFF REPORT

Major Special Event Request

REQUEST:	Major Special Event – Livestrong 5K
APPLICANT:	Mica Lill, Special Event Director, Volusia/Flagler Family YMCA
EVENT LOCATION:	Aunt Catfish Restaurant – 4009 Halifax Drive Panhead's Pizzeria – 4085 Ridgewood Avenue
STAFF CONTACT:	Briana Conlan-King, Planner
CITY COUNCIL DATE:	January 4, 2018

SUMMARY:

Staff has received a repeat special event request for a 5K race from Mica Lill, Special Event Director and representative for Volusia/Flagler Family YMCA. The proposed hours of the event are from 6:00 a.m. until 10:00 a.m. on January 20, 2018. The proposed race route is entirely within the Port Orange City limits.

The 5K race will start at Aunt Catfish, 4009 Halifax Drive, to proceed South on Halifax Drive, turning around just after White Place, to proceed North on Halifax Drive, back toward Aunt Catfish, turn Right/East, traveling over the bridge on Dunlawton Avenue, changing direction to travel West over the bridge once more to finish in front of Aunt Catfish at 4009 Halifax Drive completing a 3.1-mile course.

Parking for the event will be in the City's lot across from Aunt Catfish, and also the lots utilized by Aunt Catfish and Panhead's. Restrooms will be available inside Aunt Catfish and port-o-lets will be available in the Panhead's parking lot. Clean up for the race will occur Immediately after.

The subject proposal has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development departments. The race directors have received cost estimates from the Police and Public Works departments for staff overtime and materials to assist the event with traffic control, barriers and safety issues within the City of Port Orange.

CODE VIOLATION:

There were no apparent code violations on any of the proposed sites at the time of pre-inspection.

SPECIAL NOTES:

The applicant states that all proceeds raised from this event will directly benefit the Port Orange Family YMCA as a part of the Y Community Campaign to provide scholarships to Port Orange residents.

The applicant has also requested the surety bond be waived. The cost of the surety bond is determined by the City Council as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances, and has generally been set at \$250 when required. Council has generally waived this bond for similar race events in the past. As a result, staff conditions allow the waiver. Should Council choose to require the bond, the conditions will need to be revised.

RECOMMENDATIONS:

Staff recommends approval of the Livestrong 5K subject to the following conditions:

1. Hours of the event shall be from 6:00 AM until 10:00 AM
2. Access shall be maintained for all emergency vehicles.
3. Applicant shall coordinate all vehicular traffic patterns and pedestrian concerns with the City of Port Orange Police Department and be responsible for any charges for Police services.
4. Applicant shall coordinate all vehicular traffic patterns and pedestrian concerns with the City of Port Orange Public Works Department and be responsible for any charges for services.
5. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.
6. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event.
7. A temporary sign permit shall be required for the one banner permitted for this event. An application shall be submitted at least two weeks prior to the event for permit approval.
8. All trash generated along the route must be picked up and disposed of at the end of the event along with any debris at the event sites.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/04/2018

Consent item: No

SUBJECT: (C12) Lakeside Jazz Festival Request for co-sponsorship

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve the co sponsorship and establishment of an agreement with the Lakeside Jazz Festival and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The Lakeside Jazz Festival has taken place at the Kenneth Park Amphitheater for the past 19 years. This is a two day event that includes middle and high school bands that compete and then they host two evening concerts to the public consisting of college bands. This event does not currently have a contract. The lakeside jazz festival board is requesting an agreement to continue to partner with the city on a co sponsorship. The term of the agreement is five years with a renewal of five years by the managers authority.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Request Letter	2018request letter.docx
2.	Invoice	Lakeside Jazz Fest Invoice - 2018.xls
3.	Lakeside Jazz Fest Agreement	Lakeside Jazz License Agreement 20171205.doc

Susan Lovallo
Susan Lovallo
Tracey Riehm
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 12/15/2017
Approved - 12/15/2017
Approved - 12/15/2017
Approved - 12/21/2017
Approved - 12/21/2017
Final Approval - 12/21/2017

"A CELEBRATION OF JAZZ" SINCE 1998



December 15, 2017

Mayor Donald O. Burnette and the Port Orange City Council

The Port Orange Lakeside Jazz Festival, Inc. is a registered State of Florida nonprofit corporation which is a US Government Internal Revenue Service 501c3 charity.

The mission of the Lakeside Jazz Festival is to focus on Jazz education, and the adjudication of middle and high school jazz bands. The festival also includes an active involvement from colleges, universities, and military entities which are interested in recruiting fine jazz performers. This festival, in turn creates designated funding to provide music and leadership summer camp scholarships to festival-sponsoring school participants. This free cultural event is open to the public. Our vision is to be the premier jazz event in the southern United States, offering Jazz adjudication, entertainment, educational and recruiting opportunities over a multi-day festival period while maintaining high quality standards.

This annual event began in 1998 as an agreement between Mr. Andrew Kidd, Band Director at Spruce Creek High School, Dennis Scaccia, Band Director at Atlantic High School, and the City of Port Orange as a free community wide cultural event. The city of Port Orange allowed the festival to use the City Center area and be covered under the city's liability insurance in exchange for high school band participation in citywide events.

Every year organizers of this event have create a bridge across community, government, education and the arts. This bridge creates a showcase that is as beneficial to the participants as it is enjoyable to those who attend. Students, parents, music professionals, and teachers all converge at this festival to promote music and kindle the passion so many of these musicians have for Jazz. It is a community event which brings the community together:

- hundreds of student volunteers and over 100 adult chaperones and event chairmen volunteered thousands of hours over a year to bring about the two day event.
- over 100 local business partners participate by donating food and money for the event
- business partners are acknowledged on social media, radio and live from the stages at the event
- 85 different bands play jazz music from 9 am to 9 pm on two stages for two days allowing over 3,000 audience member per day to enjoy all the amenities the City of Port Orange has to offer.
- since 1998 we have given away over \$102,200 in summer music scholarships to almost one thousand local students.
- Following is a brief summary of scholarships and numbers of students awarded over the last few years:

2017	63 students	\$10,915	2014	54 students	\$4,720
2016	73 Students	\$9,915	2013	62 students	\$7,900
2015	68 students	\$10,175	2012	38 students	\$3,400

Thank you so much for supporting our Festival over the last 20 years! We look forward to our continued partnership for many years to come.

John Hinkle President	Robert Bosma 1st Vice President	Susan MacKenzie 2nd Vice President	Pat Aramayo Secretary	Mary Flynn Boener PhD Treasurer
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P.O. Box 290826 • Port Orange, FL 32129-0826 • Phone (386) 451-6585 • Fax (386) 760-4379
LakesideJazz@gmail.com <http://lakesidejazz.org/>



CITY OF PORT C

4655 City Center Circle, Port C

City Center Con

Renter: Lakeside Jaz

Event: Lakeside Jaz

Rental Date: 4/19-21/2018

MAKE ALL CHECKS PAYABLE TO THE CITY OF PORT ORANGE

MAIL ALL CHECKS TO PARKS AND RECREATION ATTN: TERESA WIGGINS

4655 CITY CENTER CIRCLE PORT ORANGE, FLORIDA 32129

ITEM	TIMES	QTY	UNIT	RATES
Location: Amphitheater, Lakeside, and Veteran's Park				
Lakeside Rental 4/19/18	2:00PM - 10:00PM	8	Hours	\$ 75.00
Veteran's Park Rental 4/19/18	2:00PM - 10:00PM	8	Hours	\$ 25.00
Amphitheater 4/19/18	2:00PM - 10:00PM	8	Hours	\$ 50.00
Lakeside Rental 4/20/18	8:00AM - 10:00PM	14	Hours	\$ 75.00
Veteran's Park Rental 4/20/18	8:00AM - 10:00PM	14	Hours	\$ 25.00
Amphitheater 4/20/18	8:00AM - 10:00PM	14	Hours	\$ 50.00
Lakeside Rental 4/21/18	8:00AM - 10:00PM	14	Hours	\$ 100.00
Veteran's Park Rental 4/21/18	8:00AM - 10:00PM	14	Hours	\$ 25.00
Amphitheater 4/21/18	8:00AM - 10:00PM	14	Hours	\$ 50.00
Recreation Staff (1)	4/20, 7:00AM - 11:00PM 4/21, 7:00AM - 11:00PM	32	Hours	\$ 15.00
Parks Staff (2)	4/20, 7:00AM - 11:00PM 4/21, 7:00AM - 11:00PM	64	Hours	\$ 25.00
Fire Department - ERV (1)	4/20, 9:00AM - 9:00PM 4/21, 9:00AM - 9:00PM	24	Hours	\$ 55.00
Foot Patrol Officer (1)	4/20, 9:00AM - 9:00PM 4/21, 9:00AM - 9:00PM	24	Hours	\$ 40.00

Total Fees
Invoice Total
Amount Paid
BALANCE DUE

Tax Exempt Form Received

ORANGE

Orange, FL 32129

nplex
z Festival
z Fest

TOTAL
\$ 600.00
\$ 200.00
\$ 400.00
\$ 1,050.00
\$ 350.00
\$ 700.00
\$ 1,400.00
\$ 350.00
\$ 700.00
\$ 480.00
\$ 1,600.00
\$ 1,320.00
\$ 960.00

\$ 10,110.00
\$ 10,110.00
\$ -
\$ 10,110.00



TEMPORARY LICENSE AGREEMENT

THIS **TEMPORARY LICENSE AGREEMENT** is made and entered into this _____ day of _____, 20____, by and between **CITY OF PORT ORANGE**, a chartered municipal corporation (as "Licensor") and **LAKESIDE JAZZ FESTIVAL, INC.**, a Florida not-for-profit corporation (as "Licensee") (collectively referred to as the "Parties").

PREMISES

WHEREAS, the Licensor is the owner of real property located at 1999 City Center Circle, Port Orange, FL 32129 - the site of the Lakeside Community Center (1,800 sq. ft. indoor facility); 2001 City Center Circle, Port Orange, FL 32129 - the site of the Kenneth W. Parker Amphitheater (includes a lighted stage, 700 spectator seat, and public restrooms); and 1000 City Center Circle, Port Orange, FL 32129 - the site of Veteran's Memorial Park, each a portion of Parcel No. 6308-00-06-0010, and Licensor also owns that portion of right-of-way known as City Center Circle abutting the Lakeside Community Center and Kenneth W. Parker Amphitheater from City Center Boulevard to City Center Drive. (Sometimes collectively referred to herein as "Property" or "Licensed Premises"); and

WHEREAS, Licensee desires to obtain from Licensor a license or permission to operate its annual Lakeside Jazz Festival at the Licensed Premises; and

WHEREAS, the Licensee's mission is to provide a quality showcase for the jazz students, our local musicians and an abundance of talents through a cooperative bridge between community, government, education and the arts; and

WHEREAS, the proceeds from the Lakeside Jazz Festival provide summer music camp scholarships for Atlantic High School, and Spruce Creek High School students; and

WHEREAS, the Parties hereby warrant to each other that each has full power and authority to enter into this Temporary License Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The above recitals are hereby incorporated in and made a part of this Temporary License Agreement by this reference.

2. The Licensor hereby grants to Licensee a temporary license to enter upon and to utilize the Licensed Premises in order to conduct its annual Lakeside Jazz Festival for the period herein stated and subject to the terms and conditions herein contained.

3. The Licensee's use of the Licensed Premises shall commence on April 19, 2018 at 3:00 p.m. EST and shall terminate on April 21, 2018, at 10:00 p.m. EST, unless terminated or otherwise modified in accordance with the provisions specified herein.

4. In consideration for the use of the Licensed Premises, the Licensee agrees to provide in-kind contribution to the Licenser in the form of entertainment services. Licensee shall be obligated to provide up to four band performances within 12 months of the date of execution of this Temporary License Agreement, at the times and places as designated by the Licenser.

5. In addition to the consideration above mentioned, Licensee agrees to pay to the appropriate taxing authority all federal, state, and local taxes on the licensed premises and arising out of the operation of the licensed premises, if any, when they become due.

6. Use of the Licensed Premises by the Licensee shall be subject to the rules and policies of the City of Port Orange and the Parks and Recreation Department, including those terms and conditions contained in the Lakeside Community Center Use Application completed by the Licensee. In the event of a conflict between the terms of the Lakeside Community Center Use Application and the terms of this Temporary License Agreement, the terms of this Temporary License Agreement shall control. Any violation of such rules and policies or violation of law may result in the immediate termination of this Temporary License Agreement without notice, at the sole discretion of the Licenser.

7. Licensee shall be responsible for clean-up each day the Licensed Premises is used by the Licensee and shall complete clean-up within the time reserved under this Temporary License Agreement. The Licensed Premises shall be returned to the Licenser in the same or substantially similar condition as it was licensed to the Licensee. In the event that the Licenser incurs costs to clean-up the Licensed Premises as a result of the Licensee's failure to perform its cleanup obligation, the Licensee shall be responsible for payment and reimbursement of all such costs to the Licenser.

8. Licensee shall be solely responsible for security of personal property temporarily located on the Licensed Premises during the term of the license.

9. The Assistant Parks and Recreation Director shall be the designated manager of this Temporary Lease Agreement on behalf of the Licenser.

10. Either party may terminate this Temporary License Agreement upon giving ten (10) days prior written notice to the other party, after which time this Temporary License Agreement shall be of no force and effect. Notwithstanding the foregoing, in the event that the Temporary License Agreement is terminated after the Licensee has conducted its Jazz Fest at the Licensed Premises, the Licensee shall remain obligated to provide the entertainment services pursuant to paragraph 3 above.

11. The Licensee acknowledges the legal title of the Licensors to the Property described herein and agrees never to deny such title or to claim title in the Licensee's name. This license is personal to Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by Licensee in whole or in part.

12. Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. The Licensee shall not claim any damages from the Licensors for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the Licensors' Property, or the use of the Property. The Licensors shall not be liable to the Licensee if for any reason the Licensee's use of the Property is hindered or disturbed.

13. Licensee assumes all risk in the operation of this Temporary License Agreement and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property, and hereby covenants and agrees to indemnify and save harmless Licensors, the members of the City Council and Licensors' officers, employees and agents from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, arising out of the operation of this Temporary License Agreement or the carelessness, negligence or improper conduct of Licensee or any of Licensee's servants, agents, employees, invitees, or guests and including, but not limited to employment or personnel matters or disputes, which responsibility shall not be limited to the insurance coverage herein provided for. This indemnity and hold harmless provision shall survive the expiration or termination of this Temporary License Agreement.

14. Licensee shall procure at its own cost and expense such public liability insurance as will protect Licensee, Licensors, the members of the City Council and Licensors' officers, employees and agents from any claims, fees, costs and losses for damages to the Property caused by the Licensee or Licensee's servants, agents, employees, invitees, or guests, and for personal injuries, including death, which may arise from the operation of the Licensed Premises by Licensee. Policies and certificates of insurance shall be delivered to the Parks and Recreation Department with satisfactory evidence of fully-paid premiums, before the commencement of any operations by Licensee. All policies of any nature shall be subject to approval of the Risk Manager, or his or her designee, for adequacy and form of protection.

Limits of Liability

Licensee shall secure a Comprehensive General Liability policy with minimum limits as follows:

\$1,000,000. Each Occurrence and Aggregate - Bodily Injury and Property Damage Coverage to Include:

Premises and Operations

Personal Injury - A.B.C.
Blanket Contractual Liability

Licensor shall be specifically named as an additional insured on these policies and the policies shall specifically contain a provision requiring a THIRTY (30) day cancellation or modification notification in writing to Licensor. Failure to maintain said policies shall be cause for termination of this Agreement by Licensor.

15. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person as follows:

Licensor: City of Port Orange
% Assistant Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129

Licensee Lakeside Jazz Festival, Inc.
% John W. Hinkle
PO BOX 290826
Port Orange, Florida 32129

16. This Temporary License Agreement shall not be recorded in the public records of Volusia County, Florida.

17. This Temporary License 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 of an executed copy of this Temporary License Agreement shall be deemed valid as if an original signature was delivered.

18. This Temporary License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Temporary License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Temporary License Agreement on the respective dates below.

WITNESSES:

Printed Name _____

Printed Name _____

Printed Name _____

Printed Name _____

LICENSOR

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

Attest: _____
Robin Fenwick, CMC, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Donald O. Burnette and Robin Fenwick, the Mayor and the City Clerk, respectively, duly authorized to execute the foregoing TEMPORARY LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ are personally known to me, or ☐ have produced _____ as identification.

Notary Public, State of Florida at Large
Print or type or affix stamp with notary name, Commission and expiration date

WITNESSES:

LICENSEE

Lakeside Jazz Festival, Inc.
a Florida Not-for-Profit Corporation

Printed Name _____

By: _____
John W. Hinkle, President

Printed Name _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by John W. Hinkle, President, duly authorized to execute the foregoing TEMPORARY LICENSE AGREEMENT on behalf of **Lakeside Jazz Festival, Inc.**, a Florida Not-for-Profit Corporation, and who [] is personally known to me, or [] has produced _____ as identification.

Notary Public, State of Florida at Large
Print or type or affix stamp with notary name, Commission and expiration date

**The Golf Club at Cypress Head
Course Cash Flow Report
November 30, 2017**

	<u>November</u>	<u>YTD</u>
EBITDA	\$12,616.76	(\$9,654.90)
Management Fee Expense	(6,684.04)	(13,368.08)
Depreciation & Amortization	(153.61)	(307.22)
Net Income	5,779.11	(23,330.20)
Working Capital Changes		
Inventory	(787.75)	(5,791.14)
Receivables	(3,308.82)	89,637.14
Payables	3,075.22	5,643.61
Due to from the City	0.16	318.86
Prepays	4,923.88	10,422.21
Accrued Liabilities	(2,164.02)	(26,387.15)
Other Liabilities	(9,383.16)	(61,253.61)
Depreciation & Amortization	153.61	307.22
Operating Cash Flow	(1,711.77)	(10,433.06)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(1,711.77)</u>	<u>(10,433.06)</u>
Beginning Cash	206,198.50	214,919.79
Net Cash Flows	<u>(1,711.77)</u>	<u>(10,433.06)</u>
Ending Cash	<u>204,486.73</u>	<u>204,486.73</u>

The Golf Club at Cypress Head
Comparative Income Statement

For the Two Months Ending November 30, 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	101,042	175,172	1,146,664	15%	101,140	174,886	1,180,861	15%
Merchandise	6,734	10,764	63,915	17%	6,736	12,092	59,537	20%
Other Pro Shop	539	929	13,751	7%	435	775	11,927	6%
Range	3,051	5,576	35,853	16%	3,246	5,574	36,706	15%
Food and Beverage	0	0	15,788		24,208	43,681	83,000	53%
Other Operating Revenues	3,561	6,293	39,356	16%	3,424	6,147	39,944	15%
TOTAL REVENUE	114,927	198,734	1,315,327	15%	139,189	243,156	1,411,976	17%
COST OF SALES								
Merchandise	3,872	6,306	37,436	17%	4,051	7,247	38,699	19%
Food & Beverage	0	0	6,042		8,260	14,446	28,745	50%
TOTAL COGS	3,872	6,306	43,478	15%	12,311	21,692	67,444	32%
COGS - Merchandise %	57.5%	58.6%	58.6%	100.0%	60.1%	59.9%	65.0%	92.2%
COGS - Food %			38.3%		34.3%	33.2%	34.6%	95.9%
PAYROLL								
Course and Grounds	29,674	58,730	341,675	17%	25,836	50,599	375,767	13%
Carts, Range, Starters, Etc.	7,242	13,790	86,435	16%	7,731	16,193	99,348	16%
Pro Shop	3,981	8,156	42,904	19%	3,505	7,075	52,439	13%
Food and Beverage	0	0	9,850		14,020	29,829	32,550	92%
General and Administrative	10,439	21,412	133,923	16%	12,048	22,456	152,526	15%
Marketing	4,085	8,165	49,654	16%	4,459	8,303	49,611	17%
TOTAL PAYROLL	55,421	110,253	664,441	17%	67,598	134,456	762,242	18%
OPERATING EXPENSES								
Course and Grounds	18,785	40,337	252,335	16%	10,474	29,244	280,678	10%
Carts, Range, Starters, Etc.	7,950	14,373	80,327	18%	7,878	14,300	83,934	17%
Pro Shop	150	(275)	6,324	-4%	(83)	(189)	7,954	-2%
Food and Beverage	0	0	1,413		3,110	5,567	9,561	58%
General and Administrative	25,720	48,042	210,751	23%	23,943	43,855	209,750	21%
Marketing	1,803	4,245	22,941	19%	1,341	3,886	30,260	13%
TOTAL OPERATING EXPENSES	54,407	106,722	574,091	19%	46,664	96,663	622,137	16%
TOTAL EXPENSES	113,700	223,281	1,282,010	17%	126,572	252,811	1,451,823	17%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,713)	(11,426)	(69,411)	16%	(6,684)	(13,368)	(71,125)	19%
Depreciation & Amortization	(152)	(305)	(1,841)	17%	(154)	(307)	(4,572)	7%
TOTAL OTHER INCOME (EXPENSE)	(5,864)	(11,731)	(71,252)	16%	(6,838)	(13,675)	(75,697)	18%
NET INCOME	(4,638)	(36,278)	(37,936)	96%	5,779	(23,330)	(115,544)	20%
Paid Rounds	3,299	5,800	36,904	16%	3,309	5,894	37,150	16%
Annual Pass Rounds	761	1,410	8,095	17%	579	1,092	8,542	13%
Other Rounds	236	425	2,719	16%	220	431	2,924	15%
Total Rounds	4,296	7,635	47,718	16%	4,108	7,417	48,615	15%
Revenue/Paid Rounds	34.84	34.26	35.64	96%	42.06	41.25	38.01	109%
Revenue/Total Rounds	26.75	26.03	27.56	94%	33.88	32.78	29.04	113%

The Golf Club at Cypress Head
For the Two Months Ending November 30, 2017

	<u>11/30/17</u>	<u>09/30/17</u>	<u>11/30/16</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	166,294	191,390	99,970
Cash - Payroll	36,643	21,980	0
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	700	700	500
Total Cash	<u>204,487</u>	<u>214,920</u>	<u>101,320</u>
Accounts Receivable			
A/R Member	9,020	98,657	2,700
Total Accounts Recievable	<u>9,020</u>	<u>98,657</u>	<u>2,700</u>
Other Current Assets			
Inventory - Merchandise	17,928	13,394	20,869
Inventory - Food & Beverage	9,245	7,988	0
Prepaid Insurance	12,322	21,005	10,573
Prepaid Exp - Other	1,319	3,059	5,887
Total Other Current Assets	<u>40,814</u>	<u>45,445</u>	<u>37,328</u>
TOTAL CURRENT ASSETS	<u>254,321</u>	<u>359,022</u>	<u>141,347</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	<u>(26,385)</u>	<u>(26,078)</u>	<u>(24,542)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>9,763</u>	<u>10,070</u>	<u>11,606</u>
OTHER ASSETS:			
Deposits (in ST section of chart)	3,000	3,000	0
TOTAL OTHER ASSETS	<u>3,000</u>	<u>3,000</u>	<u>0</u>
TOTAL ASSETS	<u><u>267,084</u></u>	<u><u>372,092</u></u>	<u><u>152,954</u></u>

The Golf Club at Cypress Head
For the Two Months Ending November 30, 2017

	<u>11/30/17</u>	<u>09/30/17</u>	<u>11/30/16</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	30,222	24,579	58,769
Accts Pay - Other	59,145	58,826	(109,766)
Accrued Expenses	(11)	4,190	2,564
Accrued Payroll	15,286	28,213	10,994
Accrued Taxes	10,028	13,317	(1,993)
Accrued Interest	0	5,971	0
Deferred Revenue	213,681	274,935	228,665
TOTAL CURRENT LIABILITIES	<u>328,351</u>	<u>410,030</u>	<u>189,232</u>
 TOTAL LIABILITIES	 <u>328,351</u>	 <u>410,030</u>	 <u>189,232</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>(61,267)</u>	<u>(37,937)</u>	<u>(36,279)</u>
Net Retained Earnings	<u>(61,267)</u>	<u>(37,937)</u>	<u>(36,279)</u>
Stockholders Equity	<u>(61,267)</u>	<u>(37,937)</u>	<u>(36,279)</u>
TOTAL STOCKHOLDER'S EQUITY	<u>(61,267)</u>	<u>(37,937)</u>	<u>(36,279)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u>267,084</u>	 <u>372,092</u>	 <u>152,954</u>

[illegible]

The Golf Club at Cypress Head
Summary of All Units
For the Two Months Ending November 30, 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												
61,750	60,842	101%	60,239	103%	Green Fees	105,653	104,296	101%	103,263	102%	703,233	672,902
39,390	40,803	97%	40,803	97%	Cart Fee	69,233	71,909	96%	71,909	96%	477,628	473,476
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	30
20	20	100%	20	100%	Handicap Fee	40	40	50%	40	50%	4,538	4,610
175	379	46%	379	46%	Lessons	305	579	53%	579	53%	4,480	5,997
240	140	171%	140	171%	Rental Clubs	450	310	145%	310	145%	2,909	2,990
6,736	6,734	100%	6,734	100%	Retail	12,092	10,764	112%	10,764	112%	59,537	65,213
3,246	3,051	106%	3,051	106%	Range	5,574	5,576	100%	5,576	100%	36,706	35,851
14,061	18,500	76%	0	0%	Food & Beverage	24,510	32,300	76%	0	0%	51,800	32,907
5,315	5,000	106%	0	0%	Beer	10,920	10,000	109%	0	0%	16,500	16,440
3,844	3,200	120%	0	0%	Liquor	6,614	6,400	106%	0	0%	11,900	8,360
874	800	109%	0	0%	Wine	1,246	1,800	69%	0	0%	2,800	1,571
114	0	0%	0	0%	F&B Other	191	0	0%	0	0%	0	191
3,424	3,596	95%	3,561	96%	City Surcharge R & R	6,147	6,356	97%	6,293	98%	39,944	39,211
139,189	143,065	97%	114,927	121%	Total Revenues	243,156	250,330	97%	198,734	122%	1,411,976	1,359,748
COST OF GOODS SOLD												
4,051	4,377	93%	3,872	105%	COGS - Merchandise	7,247	6,997	104%	6,306	115%	38,699	38,377
4,694	7,065	66%	0	0%	COGS - Food & Beverage	8,157	12,000	68%	0	0%	19,450	10,723
2,450	1,850	132%	0	0%	COGS - Beer	4,428	3,600	123%	0	0%	6,005	7,097
911	704	129%	0	0%	COGS - Liquor	1,481	1,408	105%	0	0%	2,618	2,189
205	192	107%	0	0%	COGS - Wine	380	432	88%	0	0%	672	479
12,311	14,188	87%	3,872	318%	Total COGS	21,692	24,437	89%	6,306	344%	67,444	58,865
126,878	128,877	98%	111,055	114%	GROSS MARGIN	221,464	225,893	98%	192,429	115%	1,344,532	1,300,883
60.13%	65.00%	92.51%	57.50%	104.59%	COGS - Merchandise %	59.93%	65.00%	92.20%	58.58%	102.30%	65.00%	701.52%
33.38%	38.19%	87.40%	0.00%	0.00%	COGS - Food & Beverage %	33.28%	37.15%	89.57%	0.00%	0.00%	37.55%	97.08%
46.11%	37.00%	124.61%	0.00%	0.00%	COGS - Beer %	40.55%	36.00%	112.64%	0.00%	0.00%	36.39%	129.73%
23.70%	22.00%	107.72%	0.00%	0.00%	COGS - Liquor %	21.73%	22.00%	98.78%	0.00%	0.00%	22.00%	88.72%
23.47%	24.00%	97.80%	0.00%	0.00%	COGS - Wine %	30.51%	24.00%	127.14%	0.00%	0.00%	24.00%	101.04%
34.28%	35.68%	96.09%	0.00%	0.00%	COGS - All Food & Bev	33.22%	34.53%	96.18%	0.00%	0.00%	34.63%	104.44%
PAYROLL												
15,771	20,854	76%	20,075	79%	Gross Payroll - Salaried	31,414	41,707	75%	40,987	77%	250,243	222,583
4,945	5,000	99%	0	0%	Gross Kitchen Payroll - Salaried	11,613	10,000	118%	0	0%	15,000	16,813
26,962	28,308	95%	25,396	106%	Gross Payroll - Hourly	55,257	57,560	96%	49,514	112%	344,414	308,617
6,421	4,000	161%	0	0%	Gross Kitchen Payroll - Hourly	13,390	8,000	167%	0	0%	12,000	17,147
54,096	58,162	93%	45,472	119%	S/T Wages	111,874	117,267	95%	90,501	124%	621,657	565,159
4,090	4,361	94%	3,411	120%	Payroll Tax - FICA	8,135	8,794	93%	6,838	119%	47,291	42,474
258	742	35%	255	101%	Payroll Tax - UC	641	1,552	41%	605	106%	6,961	4,088
1,438	1,048	137%	772	186%	Payroll Tax - WC	2,355	2,114	111%	1,993	118%	11,314	10,573
7,713	6,626	116%	5,511	140%	Benefits	11,451	13,253	86%	10,318	111%	75,017	66,350
13,500	12,777	106%	9,949	136%	S/T Adders	22,582	25,713	88%	19,753	114%	140,584	123,484
67,598	70,939	95%	55,421	122%	TOTAL PAYROLL	134,456	142,980	94%	110,253	122%	762,242	688,643
OPERATING EXPENSES												
0	300	0%	0	0%	Bar Supplies	47	600	8%	0	0%	900	308
0	302	0%	352	0%	Cart Supplies	32	406	8%	456	7%	2,502	1,351
136	850	16%	0	0%	Chemicals	1,287	2,000	64%	0	0%	11,200	1,287
98	619	16%	2,395	4%	Course Accessories	188	2,769	7%	2,395	8%	5,293	2,107
614	250	245%	0	0%	Dining Room Supplies	694	500	139%	0	0%	750	860
(1,619)	3,227	-50%	3,888	-42%	Fertilizer	2,426	7,252	33%	6,091	40%	38,785	24,625
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	750	0
1,471	1,190	124%	1,179	125%	Fuel	2,822	2,048	138%	1,235	228%	15,034	14,418
0	200	0%	0	0%	Fungicides	329	1,082	30%	1,071	31%	6,363	4,471
273	1,509	18%	504	54%	Herbicides	2,611	4,009	65%	3,088	85%	28,748	17,659
239	800	30%	1,715	14%	Insecticides	966	2,900	33%	3,755	26%	21,533	28,954
482	307	157%	307	157%	Janitorial Supplies	885	509	174%	359	247%	4,233	4,012
115	250	46%	0	0%	Kitchen Supplies	156	500	31%	0	0%	750	410
198	350	57%	0	0%	Laundry/Linens	275	700	39%	0	0%	1,050	352
325	49	668%	49	668%	Laundry/Uniforms	1,212	49	2491%	49	2491%	1,282	2,195
1,500	709	212%	198	759%	Office Supplies	2,284	863	265%	302	756%	3,836	5,831
1,325	1,455	91%	1,455	91%	Range Balls	1,325	1,455	91%	1,455	91%	3,055	2,385
0	250	0%	0	0%	Range Equipment	87	457	19%	207	42%	1,789	1,046
0	0	0%	0	0%	Range Expenses	0	0	0%	0	0%	0	0
1,011	800	126%	999	101%	Sand/Topdress	1,011	1,600	63%	999	101%	14,959	9,041
0	0	0%	0	0%	Seeds/Trees	0	4,444	0%	4,444	0%	4,444	0
33	0	0%	0	0%	Small Tools	33	368	9%	365	9%	821	1,068
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	0	0%	0	0%	842	800
0	0	0%	0	0%	Supplies	0	0	0%	0	0%	1,777	927
(172)	0	0%	0	0%	Tournament Expense	(278)	0	-928300%	(425)	66%	500	(49)
79	321	25%	321	25%	Alarm System	289	583	50%	733	39%	2,215	2,569

The Golf Club at Cypress Head
Summary of All Units
For the Two Months Ending November 30, 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	
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	550	0
239	100	239%	0	0%	Cart Repairs	239	200	120%	0	0%	1,233	273
151	190	80%	190	80%	Computer Service	303	381	80%	381	80%	2,969	3,007
865	812	107%	0	0%	Contract Cleaning	1,677	1,624	103%	0	0%	2,436	2,056
64	0	0%	0	0%	Guest Relations	64	0	0%	0	0%	0	96
0	150	0%	150	0%	Handicap Expense	0	150	0%	150	0%	4,360	4,583
0	0	0%	0	0%	Indoor Plant Maint	0	0	0%	0	0%	100	0
31	153	20%	52	59%	Irrigation	415	1,353	31%	52	796%	6,422	6,135
0	75	0%	0	0%	Lesson Expense	0	75	0%	0	0%	426	0
125	125	100%	0	0%	Pest Control	250	250	100%	0	0%	375	375
1,757	1,560	113%	848	207%	Repair & Maint - Equipment	3,271	4,459	73%	5,023	65%	25,898	27,507
335	325	103%	225	149%	Repair & Maint - Building	577	425	136%	225	256%	3,807	4,022
5,356	5,356	100%	5,356	100%	Cart Lease	10,711	10,711	100%	10,711	100%	64,268	64,268
5,616	5,466	103%	4,886	115%	Equipment Lease	11,092	10,932	101%	9,773	114%	64,242	60,104
168	168	100%	168	100%	Off-Site Storage	336	336	100%	336	100%	2,016	2,016
1,173	1,029	114%	1,026	114%	Utilities - Electric	2,356	2,026	116%	2,021	117%	13,296	13,707
620	600	103%	0	0%	Utilities - Gas	1,860	1,200	155%	0	0%	1,800	1,860
3,090	3,856	80%	3,840	80%	Utilities - Other	6,090	7,559	81%	7,531	81%	46,571	51,741
102	239	43%	238	43%	Utilities - Telephone/Fax	55	552	10%	750	7%	3,037	2,501
212	246	86%	244	87%	Utilities - Water	464	484	96%	480	97%	2,887	3,051
1,341	2,091	64%	791	170%	Advertising & Promotion	3,942	4,533	87%	3,233	122%	26,647	20,138
476	200	238%	443	107%	Bank Charges	951	473	201%	916	104%	4,240	6,104
(126)	0	-1258700%	81	-155%	Cash Short/(Over)	(368)	0	83734%	965	-38%	0	(2,028)
200	200	100%	150	133%	Cell Phone	350	400	88%	450	78%	2,400	2,000
3,424	3,596	95%	3,561	96%	City Surcharge R & R	6,147	6,355	97%	6,293	98%	39,942	39,211
0	0	0%	0	0%	Copier/Photocopies	0	60	0%	60	0%	442	650
3,110	2,633	118%	2,633	118%	Credit Card Discounts	6,134	5,839	105%	5,839	105%	27,270	24,705
0	0	0%	0	0%	Donations	0	0	0%	(267)	0%	200	0
0	0	0%	0	0%	Dues & Subscriptions	150	0	0%	0	0%	1,179	1,189
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	779	525
0	0	0%	0	0%	Employee Relations	34	322	11%	322	11%	2,096	1,433
104	117	89%	116	90%	Employee Testing	93	117	80%	116	81%	440	591
4,341	3,974	109%	3,858	113%	Insurance Expense	8,683	7,949	109%	7,717	113%	47,691	48,879
0	40	0%	0	0%	Member Relations	0	78	0%	38	0%	478	27
93	14	683%	14	683%	Messenger Service - Fedex	117	104	112%	104	112%	379	204
0	0	0%	900	0%	Miscellaneous	(57)	0	0%	864	-7%	0	2,443
7,000	9,000	78%	9,000	78%	O/S - Accounting	10,000	12,500	80%	12,000	83%	12,500	10,000
0	0	0%	0	0%	O/S - Legal	0	0	0%	0	0%	80	0
0	0	0%	0	0%	O/S - Legal-Mgmt Contracts	0	0	0%	0	0%	0	56
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	9,842	12,950
494	450	110%	748	66%	Payroll Processing Fee	976	900	109%	1,589	61%	5,398	9,776
41	6	641%	6	641%	Postage/Shipping	231	61	376%	61	376%	801	1,108
(30)	(60)	50%	(60)	50%	Tax/Licenses/Fees	(60)	(90)	67%	(90)	67%	(82)	360
82	0	0%	0	0%	Theft Loss	82	0	0%	0	0%	0	82
82	0	0%	48	172%	Travel - Meals	107	0	0%	84	127%	0	1,732
19	1,583	1%	1,533	1%	Travel - Other	659	2,661	25%	2,461	27%	16,914	7,856
0	0	0%	0	0%	Website Expenses	0	0	0%	0	0%	2,400	0
0	0	0%	0	0%	Employee Meals	50	0	0%	0	0%	0	110
46,664	58,033	80%	54,407	86%	TOTAL OPERATING EXPENSES	96,663	120,072	81%	106,722	91%	622,137	564,032
12,617	(95)	-13307%	1,227	1028%	EBITDA	(9,655)	(37,158)	26%	(24,547)	39%	(39,846)	48,208
6,684	6,570	102%	5,713	117%	Management Fee	13,368	13,140	102%	11,426	117%	71,125	71,354
6,684	6,570	102%	5,713	117%	Management Fees	13,368	13,140	102%	11,426	117%	71,125	71,354
37	98	38%	37	100%	Deprec - Mach & Equip	74	196	38%	74	100%	1,176	442
117	283	41%	115	102%	Deprec - Buildings	233	566	41%	231	101%	3,396	1,401
154	381	40%	152	101%	S/T DEPR. & AMORT	307	762	40%	305	101%	4,572	1,843
5,779	(7,046)	-82%	(4,638)	-125%	NET INCOME	(23,330)	(51,060)	46%	(36,278)	64%	(115,544)	(24,989)

The Golf Club at Cypress Head
Course & Grounds
For the Two Months Ending November 30, 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												
61,750	60,842	101%	60,239	103%	Green Fees	105,653	104,296	101%	103,263	102%	703,233	672,902
3,424	3,596	95%	3,561	96%	City Surcharge R & R	6,147	6,356	97%	6,293	98%	39,944	39,211
65,174	64,438	101%	63,800	102%	Total Revenues	111,800	110,652	101%	109,556	102%	743,178	712,112
65,174	64,438	101%	63,800	102%	GROSS MARGIN	111,800	110,652	101%	109,556	102%	743,178	712,112
PAYROLL												
4,533	8,083	56%	8,782	52%	Gross Payroll - Salaried	9,217	16,167	57%	17,992	51%	97,000	80,493
15,995	17,100	94%	15,269	105%	Gross Payroll - Hourly	32,713	34,771	94%	29,831	110%	208,055	189,372
20,528	25,184	82%	24,052	85%	S/T Wages	41,930	50,938	82%	47,823	88%	305,055	269,865
1,480	1,927	77%	1,688	88%	Payroll Tax - FICA	3,014	3,897	77%	3,416	88%	23,337	19,409
74	13	582%	139	53%	Payroll Tax - UC	180	40	454%	359	50%	2,330	1,859
540	460	117%	393	138%	Payroll Tax - WC	895	931	96%	967	92%	5,573	4,856
3,214	3,289	98%	3,402	94%	Benefits	4,581	6,579	70%	6,164	74%	39,472	37,555
5,308	5,689	93%	5,622	94%	S/T Adders	8,669	11,446	76%	10,907	79%	70,712	63,679
25,836	30,872	84%	29,674	87%	TOTAL PAYROLL	50,599	62,383	81%	58,730	86%	375,767	333,544
OPERATING EXPENSES												
136	850	16%	0	0%	Chemicals	1,287	2,000	64%	0	0%	11,200	1,287
98	619	16%	2,395	4%	Course Accessories	188	2,769	7%	2,395	8%	5,293	2,107
(1,619)	3,227	-50%	3,888	-42%	Fertilizer	2,426	7,252	33%	6,091	40%	38,785	24,625
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	750	0
1,471	1,190	124%	1,179	125%	Fuel	2,822	2,048	138%	1,235	228%	15,034	14,418
0	200	0%	0	0%	Fungicides	329	1,082	30%	1,071	31%	6,363	4,471
273	1,509	18%	504	54%	Herbicides	2,611	4,009	65%	3,088	85%	28,748	17,659
239	800	30%	1,715	14%	Insecticides	966	2,900	33%	3,755	26%	21,533	28,954
1,011	800	126%	999	101%	Sand/Topdress	1,011	1,600	63%	999	101%	14,959	9,041
0	0	0%	0	0%	Seeds/Trees	0	4,444	0%	4,400	0%	4,444	0
33	0	0%	0	0%	Small Tools	33	368	9%	365	9%	821	1,068
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	0	0%	0	0%	842	800
31	153	20%	52	59%	Irrigation	415	1,353	31%	52	796%	6,422	6,135
1,757	960	183%	848	207%	Repair & Maint - Equipment	3,271	3,060	107%	3,097	106%	22,304	26,383
0	100	0%	0	0%	Repair & Maint - Building	0	200	0%	0	0%	1,200	10
5,316	5,316	100%	4,886	109%	Equipment Lease	10,632	10,632	100%	9,773	109%	63,792	59,495
216	242	89%	240	90%	Utilities - Electric	450	482	93%	478	94%	2,810	2,775
1,094	1,635	67%	1,619	68%	Utilities - Other	2,041	2,773	74%	2,745	74%	19,255	23,884
102	100	102%	99	103%	Utilities - Telephone/Fax	204	201	102%	199	103%	1,171	1,212
212	246	86%	244	87%	Utilities - Water	464	484	96%	480	97%	2,887	3,051
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	429	375
0	0	0%	0	0%	Employee Relations	0	0	0%	0	0%	201	0
104	117	89%	116	90%	Employee Testing	93	117	80%	116	81%	440	591
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	9,842	12,600
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	303	300
0	50	0%	0	0%	Travel - Other	0	100	0%	0	0%	851	0
10,474	18,116	58%	18,785	56%	TOTAL OPERATING EXPENSES	29,244	47,874	61%	40,337	72%	280,678	241,242
28,864	15,450	187%	15,341	188%	EBITDA	31,957	395	8095%	10,489	305%	86,733	137,326
28,864	15,450	187%	15,341	188%	NET INCOME	31,957	395	8095%	10,489	305%	86,733	137,326

The Golf Club at Cypress Head
Carts
For the Two Months Ending November 30, 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	
39,390	40,803	97%	40,803	97%	REVENUES	69,233	71,909	96%	71,909	96%	477,628	473,476
39,390	40,803	97%	40,803	97%	Cart Fee	69,233	71,909	96%	71,909	96%	477,628	473,476
39,390	40,803	97%	40,803	97%	Total Revenues	69,233	71,909	96%	71,909	96%	477,628	473,476
39,390	40,803	97%	40,803	97%	GROSS MARGIN	69,233	71,909	96%	71,909	96%	477,628	473,476
6,881	7,325	94%	6,522	106%	PAYROLL	14,497	14,894	97%	12,318	118%	89,117	79,830
6,881	7,325	94%	6,522	106%	Gross Payroll - Hourly	14,497	14,894	97%	12,318	118%	89,117	79,830
589	560	105%	523	113%	S/T Wages	1,202	1,139	106%	993	121%	6,817	6,315
65	94	69%	86	75%	Payroll Tax - FICA	181	241	75%	187	97%	1,674	1,160
181	134	135%	104	173%	Payroll Tax - UC	297	272	109%	284	104%	1,628	1,435
15	9	167%	6	252%	Payroll Tax - WC	15	19	81%	7	203%	111	99
850	797	107%	720	118%	Benefits	1,695	1,671	101%	1,471	115%	10,231	9,008
7,731	8,122	95%	7,242	107%	S/T Adders	16,193	16,565	98%	13,790	117%	99,348	88,838
0	302	0%	352	0%	TOTAL PAYROLL	32	406	8%	456	7%	2,502	1,351
239	100	239%	0	0%	OPERATING EXPENSES	239	200	120%	0	0%	1,233	273
5,356	5,356	100%	5,356	100%	Cart Supplies	10,711	10,711	100%	10,711	100%	64,268	64,268
958	787	122%	787	122%	Cart Repairs	1,906	1,543	123%	1,543	123%	10,486	10,932
6,553	6,545	100%	6,495	101%	Cart Lease	12,888	12,861	100%	12,711	101%	78,490	76,824
25,106	26,136	96%	27,066	93%	Utilities - Electric	40,152	42,483	95%	45,408	88%	299,790	307,814
25,106	26,136	96%	27,066	93%	TOTAL OPERATING EXPENSES	40,152	42,483	95%	45,408	88%	299,790	307,814
					EBITDA							
					NET INCOME							

The Golf Club at Cypress Head
Range
For the Two Months Ending November 30, 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	
3,246	3,051	106%	3,051	106%	REVENUES							
3,246	3,051	106%	3,051	106%	Range	5,574	5,576	100%	5,576	100%	36,706	35,851
3,246	3,051	106%	3,051	106%	Total Revenues	5,574	5,576	100%	5,576	100%	36,706	35,851
3,246	3,051	106%	3,051	106%	GROSS MARGIN	5,574	5,576	100%	5,576	100%	36,706	35,851
					OPERATING EXPENSES							
1,325	1,455	91%	1,455	91%	Range Balls	1,325	1,455	91%	1,455	91%	3,055	2,385
0	250	0%	0	0%	Range Equipment	87	457	19%	207	42%	1,789	1,046
0	0	0%	0	0%	Range Expenses	0	0	0%	0	0%	0	0
0	300	0%	0	0%	Repair & Maint - Equipment	0	300	0%	0	0%	600	0
1,325	2,005	66%	1,455	91%	TOTAL OPERATING EXPENSES	1,412	2,212	64%	1,662	85%	5,444	3,431
1,921	1,046	184%	1,596	120%	EBITDA	4,162	3,364	124%	3,914	106%	31,262	32,420
1,921	1,046	184%	1,596	120%	NET INCOME	4,162	3,364	124%	3,914	106%	31,262	32,420

The Golf Club at Cypress Head
F & B Cafe
For the Two Months Ending November 30, 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												
14,061	18,500	76%	0	0%	Food & Beverage	24,510	32,300	76%	0	0%	51,800	32,907
5,315	5,000	106%	0	0%	Beer	10,920	10,000	109%	0	0%	16,500	16,440
3,844	3,200	120%	0	0%	Liquor	6,814	6,400	106%	0	0%	11,900	8,360
874	800	109%	0	0%	Wine	1,246	1,800	69%	0	0%	2,800	1,571
114	0	0%	0	0%	F&B Other	191	0	0%	0	0%	0	191
24,208	27,500	88%	0	0%	Total Revenues	43,681	50,500	86%	0	0%	83,000	59,469
COST OF GOODS SOLD												
4,694	7,065	66%	0	0%	COGS - Food & Beverage	8,157	12,000	68%	0	0%	19,450	10,723
2,450	1,850	132%	0	0%	COGS - Beer	4,428	3,600	123%	0	0%	6,005	7,097
911	704	129%	0	0%	COGS - Liquor	1,481	1,408	105%	0	0%	2,618	2,189
205	192	107%	0	0%	COGS - Wine	380	432	88%	0	0%	672	479
8,260	9,811	84%	0	0%	Total COGS	14,446	17,440	83%	0	0%	28,745	20,488
15,948	17,689	90%	0	0%	GROSS MARGIN	29,236	33,060	88%	0	0%	54,255	38,981
33.38%	38.19%	87.40%	0.00%	0.00%	COGS - Food & Beverage %	33.28%	37.15%	89.57%	0.00%	0.00%	37.55%	97.08%
46.11%	37.00%	124.61%	0.00%	0.00%	COGS - Beer %	40.55%	36.00%	112.64%	0.00%	0.00%	36.39%	129.73%
23.70%	22.00%	107.72%	0.00%	0.00%	COGS - Liquor %	21.73%	22.00%	98.78%	0.00%	0.00%	22.00%	88.72%
23.47%	24.00%	97.80%	0.00%	0.00%	COGS - Wine %	30.51%	24.00%	127.14%	0.00%	0.00%	24.00%	101.04%
34.28%	35.68%	96.09%	0.00%	0.00%	COGS - All Food & Bev	33.22%	34.53%	96.18%	0.00%	0.00%	34.63%	104.44%
PAYROLL												
4,945	5,000	99%	0	0%	Gross Kitchen Payroll - Salaried	11,813	10,000	118%	0	0%	15,000	16,813
6,421	4,000	161%	0	0%	Gross Kitchen Payroll - Hourly	13,390	8,000	167%	0	0%	12,000	17,147
11,366	9,000	126%	0	0%	S/T Wages	25,203	18,000	140%	0	0%	27,000	33,960
952	600	159%	0	0%	Payroll Tax - FICA	1,823	1,200	152%	0	0%	1,800	2,690
86	600	14%	0	0%	Payroll Tax - UC	216	1,200	18%	0	0%	1,800	311
322	150	215%	0	0%	Payroll Tax - WC	519	300	173%	0	0%	450	649
1,294	500	259%	0	0%	Benefits	2,069	1,000	207%	0	0%	1,500	2,069
2,654	1,850	143%	0	0%	S/T Adders	4,626	3,700	125%	0	0%	5,550	5,719
14,020	10,850	129%	0	0%	TOTAL PAYROLL	29,829	21,700	137%	0	0%	32,550	39,679
OPERATING EXPENSES												
0	300	0%	0	0%	Bar Supplies	47	600	8%	0	0%	900	308
614	250	245%	0	0%	Dining Room Supplies	694	500	139%	0	0%	750	860
115	250	46%	0	0%	Kitchen Supplies	156	500	31%	0	0%	750	410
198	350	57%	0	0%	Laundry/Linens	275	700	39%	0	0%	1,050	352
316	50	633%	0	0%	Office Supplies	316	100	316%	0	0%	150	316
865	812	107%	0	0%	Contract Cleaning	1,677	1,624	103%	0	0%	2,436	2,056
0	125	0%	0	0%	Pest Control	0	250	0%	0	0%	375	125
0	300	0%	0	0%	Repair & Maint - Equipment	0	600	0%	0	0%	900	0
300	150	200%	0	0%	Equipment Lease	460	300	153%	0	0%	450	610
620	600	103%	0	0%	Utilities - Gas	1,860	1,200	155%	0	0%	1,800	1,860
82	0	0%	0	0%	Theft Loss	82	0	0%	0	0%	0	82
3,110	3,187	98%	0	0%	TOTAL OPERATING EXPENSES	5,567	6,374	87%	0	0%	9,561	6,979
(1,182)	3,652	-32%	0	0%	EBITDA	(6,160)	4,986	-124%	0	0%	12,144	(7,677)
857	857	100%	0	0%	Management Fee	1,714	1,714	100%	0	0%	2,571	2,571
857	857	100%	0	0%	Management Fees	1,714	1,714	100%	0	0%	2,571	2,571
(2,038)	2,795	-73%	0	0%	NET INCOME	(7,874)	3,272	-241%	0	0%	9,573	(10,248)

The Golf Club at Cypress Head
Golf Shop
For the Two Months Ending November 30, 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	30
20	20	100%	20	100%	Handicap Fee	20	40	50%	40	50%	4,538	4,610
175	379	46%	379	46%	Lessons	305	579	53%	579	53%	4,480	5,997
240	140	171%	140	171%	Rental Clubs	450	310	145%	310	145%	2,909	2,990
6,736	6,734	100%	6,734	100%	Retail	12,092	10,764	112%	10,764	112%	59,537	65,213
7,171	7,273	99%	7,273	99%	Total Revenues	12,867	11,693	110%	11,693	110%	71,464	78,840
COST OF GOODS SOLD												
4,051	4,377	93%	3,872	105%	COGS - Merchandise	7,247	6,997	104%	6,306	115%	38,699	38,377
4,051	4,377	93%	3,872	105%	Total COGS	7,247	6,997	104%	6,306	115%	38,699	38,377
3,120	2,896	108%	3,401	92%	GROSS MARGIN	5,620	4,696	120%	5,387	104%	32,765	40,463
60.13%	65.00%	92.51%	57.50%	104.59%	COGS - Merchandise %	59.93%	65.00%	92.20%	58.58%	102.30%	65.00%	701.52%
PAYROLL												
3,156	3,883	81%	3,605	88%	Gross Payroll - Hourly	6,402	7,895	81%	7,364	87%	47,241	37,769
3,156	3,883	81%	3,605	88%	S/T Wages	6,402	7,895	81%	7,364	87%	47,241	37,769
246	297	83%	286	86%	Payroll Tax - FICA	500	604	83%	584	86%	3,614	2,985
20	35	57%	30	68%	Payroll Tax - UC	42	72	58%	59	71%	721	383
82	71	116%	61	135%	Payroll Tax - WC	132	144	91%	149	89%	863	686
348	403	86%	376	93%	S/T Adders	674	820	82%	792	85%	5,198	4,055
3,505	4,286	82%	3,981	88%	TOTAL PAYROLL	7,075	8,715	81%	8,156	87%	52,439	41,824
OPERATING EXPENSES												
89	461	19%	0	0%	Office Supplies	89	461	19%	0	0%	892	950
0	0	0%	0	0%	Supplies	0	0	0%	0	0%	1,777	927
(172)	0	0%	0	0%	Tournament Expense	(278)	0	-928300%	(425)	66%	500	(49)
0	150	0%	150	0%	Handicap Expense	0	150	0%	150	0%	4,360	4,583
0	75	0%	0	0%	Lesson Expense	0	75	0%	0	0%	426	0
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	0	0%	0	0
(83)	686	-12%	150	-55%	TOTAL OPERATING EXPENSES	(189)	686	-28%	(275)	69%	7,954	6,410
(301)	(2,076)	15%	(730)	41%	EBITDA	(1,266)	(4,705)	27%	(2,494)	51%	(27,628)	(7,771)
(301)	(2,076)	15%	(730)	41%	NET INCOME	(1,266)	(4,705)	27%	(2,494)	51%	(27,628)	(7,771)

The Golf Club at Cypress Head
G & A
For the Two Months Ending November 30, 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												
7,745	9,417	82%	7,928	98%	Gross Payroll - Salaried	15,442	18,834	82%	16,277	95%	113,004	101,301
929	0	0%	0	0%	Gross Payroll - Hourly	1,646	0	0%	0	0%	0	1,646
8,674	9,417	92%	7,928	109%	S/T Wages	17,087	18,834	91%	16,277	105%	113,004	102,946
574	720	80%	672	85%	Payroll Tax - FICA	1,104	1,441	77%	1,362	81%	8,645	8,136
13	0	0%	0	0%	Payroll Tax - UC	23	0	0%	0	0%	291	260
225	172	131%	160	141%	Payroll Tax - WC	367	344	107%	460	80%	2,065	2,144
2,561	2,377	108%	1,680	153%	Benefits	3,876	4,754	82%	3,314	117%	28,522	21,481
3,374	3,269	103%	2,511	134%	S/T Adders	5,369	6,539	82%	5,136	105%	39,522	32,020
12,048	12,686	95%	10,439	115%	TOTAL PAYROLL	22,456	25,373	89%	21,412	105%	152,526	134,967
OPERATING EXPENSES												
482	307	157%	307	157%	Janitorial Supplies	885	509	174%	359	247%	4,233	4,012
325	49	668%	49	668%	Laundry/Uniforms	1,212	49	2491%	49	2491%	1,282	2,195
1,094	198	554%	198	554%	Office Supplies	1,878	302	622%	302	622%	2,794	4,565
79	321	25%	321	25%	Alarm System	289	583	50%	733	39%	2,215	2,569
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	550	0
151	190	80%	190	80%	Computer Service	303	381	80%	381	80%	2,969	3,007
64	0	0%	0	0%	Guest Relations	64	0	0%	0	0%	0	96
0	0	0%	0	0%	Indoor Plant Maint	0	0	0%	0	0%	100	0
125	0	0%	0	0%	Pest Control	250	0	0%	0	0%	0	250
0	0	0%	0	0%	Repair & Maint - Equipment	0	500	0%	1,927	0%	2,094	1,123
335	225	149%	225	149%	Repair & Maint - Building	577	225	256%	225	256%	2,607	4,012
168	168	100%	168	100%	Off-Site Storage	336	336	100%	336	100%	2,016	2,016
1,995	2,221	90%	2,221	90%	Utilities - Other	4,049	4,786	85%	4,786	85%	27,316	27,857
0	139	0%	139	0%	Utilities - Telephone/Fax	(149)	351	-43%	551	-27%	1,866	1,289
476	200	238%	443	107%	Bank Charges	951	473	201%	916	104%	4,240	5,104
(126)	0	-1258700%	81	-155%	Cash Short/(Over)	(368)	0	83734%	965	-38%	0	(2,028)
200	200	100%	150	133%	Cell Phone	350	400	88%	450	78%	2,400	2,000
3,424	3,596	95%	3,561	96%	City Surcharge R & R	6,147	6,355	97%	6,293	98%	39,942	39,211
0	0	0%	0	0%	Copier/Photocopies	0	60	0%	60	0%	442	650
3,110	2,633	118%	2,633	118%	Credit Card Discounts	6,134	5,839	105%	5,839	105%	27,270	24,705
0	0	0%	0	0%	Donations	0	0	0%	(267)	0%	200	0
0	0	0%	0	0%	Dues & Subscriptions	150	0	0%	0	0%	1,179	1,189
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	350	150
0	0	0%	0	0%	Employee Relations	34	322	11%	322	11%	1,895	1,433
4,341	3,974	109%	3,858	113%	Insurance Expense	8,683	7,949	109%	7,717	113%	47,691	48,879
0	40	0%	0	0%	Member Relations	0	78	0%	38	0%	478	27
93	14	683%	14	683%	Messenger Service - Fedex	117	104	112%	104	112%	379	204
0	0	0%	0	0%	Miscellaneous	0	0	0%	(36)	0%	0	0
7,000	9,000	78%	9,000	78%	O/S - Accounting	10,000	12,500	80%	12,000	83%	12,500	10,000
0	0	0%	0	0%	O/S - Legal	0	0	0%	0	0%	80	0
0	0	0%	0	0%	O/S - Legal-Mgmt Contracts	0	0	0%	0	0%	0	56
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	0	350
494	450	110%	748	66%	Payroll Processing Fee	976	900	109%	1,589	61%	5,398	9,776
41	6	641%	6	641%	Postage/Shipping	231	61	376%	61	376%	801	1,108
(30)	(60)	50%	(60)	50%	Tax/Licenses/Fees	(60)	(90)	67%	(90)	67%	(385)	60
82	0	0%	48	172%	Travel - Meals	107	0	0%	84	127%	0	1,732
19	1,420	1%	1,420	0%	Travel - Other	659	2,349	28%	2,349	28%	14,850	7,856
0	0	0%	0	0%	Employee Meals	50	0	0%	0	0%	0	110
23,943	25,291	95%	25,720	93%	TOTAL OPERATING EXPENSES	43,855	45,320	97%	48,042	91%	209,750	206,564
(35,991)	(37,977)	95%	(36,159)	100%	EBITDA	(66,312)	(70,692)	94%	(69,454)	95%	(362,277)	(341,531)
5,827	5,713	102%	5,713	102%	Management Fee	11,654	11,426	102%	11,426	102%	68,554	68,783
5,827	5,713	102%	5,713	102%	Management Fees	11,654	11,426	102%	11,426	102%	68,554	68,783
37	98	38%	37	100%	Deprec - Mach & Equip	74	196	38%	74	100%	1,176	442
117	283	41%	115	102%	Deprec - Buildings	233	566	41%	231	101%	3,396	1,401
154	381	40%	152	101%	S/T DEPR. & AMORT	307	762	40%	305	101%	4,572	1,843
(41,972)	(44,071)	95%	(42,023)	100%	NET INCOME	(78,273)	(82,880)	94%	(81,185)	96%	(435,403)	(412,157)

The Golf Club at Cypress Head
Marketing
For the Two Months Ending November 30, 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							
3,493	3,353	104%	3,365	104%	Gross Payroll - Salaried	6,755	6,707	101%	6,719	101%	40,239	40,789
3,493	3,353	104%	3,365	104%	S/T Wages	6,755	6,707	101%	6,719	101%	40,239	40,789
249	257	97%	242	103%	Payroll Tax - FICA	492	513	96%	482	102%	3,078	2,939
0	0	0%	0	0%	Payroll Tax - UC	0	0	0%	0	0%	146	115
88	61	143%	55	159%	Payroll Tax - WC	146	123	119%	133	110%	735	802
629	451	139%	423	149%	Benefits	911	902	101%	832	109%	5,413	5,147
966	769	126%	720	134%	S/T Adders	1,549	1,538	101%	1,447	107%	9,372	9,003
4,459	4,122	108%	4,085	109%	TOTAL PAYROLL	8,303	8,244	101%	8,165	102%	49,611	49,792
					OPERATING EXPENSES							
1,341	2,091	64%	791	170%	Advertising & Promotion	3,942	4,533	87%	3,233	122%	26,647	20,138
0	0	0%	900	0%	Miscellaneous	(57)	0	0%	900	-6%	0	2,443
0	112	0%	112	0%	Travel - Other	0	212	0%	112	0%	1,213	0
0	0	0%	0	0%	Website Expenses	0	0	0%	0	0%	2,400	0
1,341	2,203	61%	1,803	74%	TOTAL OPERATING EXPENSES	3,886	4,745	82%	4,245	92%	30,260	22,581
(5,800)	(6,325)	92%	(5,888)	99%	EBITDA	(12,189)	(12,989)	94%	(12,410)	98%	(79,871)	(72,373)
(5,800)	(6,325)	92%	(5,888)	99%	NET INCOME	(12,189)	(12,989)	94%	(12,410)	98%	(79,871)	(72,373)

The Golf Club at Cypress Head
For the Two Months Ending November 30, 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												
101,140	101,644	100%	101,042	100%	Green Fees & Cart Fees	174,886	176,205	99%	175,172	100%	1,180,861	1,146,378
6,736	6,734	100%	6,734	100%	Merchandise	12,092	10,764	112%	10,764	112%	59,537	65,243
435	539	81%	539	81%	Other Pro Shop	775	929	83%	929	83%	11,927	13,597
3,246	3,051	106%	3,051	106%	Range	5,574	5,576	100%	5,576	100%	36,706	33,851
24,208	27,500	88%	0	0%	Food and Beverage	43,681	50,500	86%	0	0%	83,000	59,469
3,424	3,596	95%	3,561	96%	Other Operating Revenues	6,147	6,356	97%	6,293	98%	39,944	39,211
139,189	143,065	97%	114,927	121%	TOTAL REVENUE	243,156	250,330	97%	198,734	122%	1,411,976	1,359,748
COST OF SALES												
4,051	4,377	93%	3,872	105%	Merchandise	7,247	6,997	104%	6,306	115%	38,699	38,377
8,260	9,811	84%	0	0%	Food & Beverage	14,446	17,440	83%	0	0%	28,745	20,488
12,311	14,188	87%	3,872	318%	TOTAL COGS	21,692	24,437	89%	6,306	344%	67,444	58,865
60.1%	65.0%	92.5%	57.5%	104.6%	COGS - Merchandise %	59.9%	65.0%	92.2%	58.6%	102.3%	65.0%	701.5%
34.3%	35.7%	96.1%	0.0%	0.0%	COGS - Food %	33.2%	34.5%	96.2%	0.0%	0.0%	34.6%	104.4%
PAYROLL												
25,836	30,872	84%	29,674	87%	Course and Grounds	50,599	62,383	81%	58,730	86%	375,767	333,544
7,731	8,122	95%	7,242	107%	Carts, Range, Starters, Etc.	16,193	16,565	98%	13,790	117%	99,348	88,838
3,505	4,286	82%	3,961	88%	Pro Shop	7,075	8,715	81%	8,156	87%	52,439	41,824
14,020	10,850	129%	0	0%	Food and Beverage	29,829	21,700	137%	0	0%	32,550	39,679
12,048	12,686	95%	10,439	115%	General and Administrative	22,456	25,373	89%	21,412	105%	152,526	134,967
4,459	4,122	108%	4,085	109%	Marketing	8,303	8,244	101%	8,165	102%	49,611	49,792
67,598	70,939	95%	55,421	122%	TOTAL PAYROLL	134,456	142,980	94%	110,253	122%	762,242	688,643
OPERATING EXPENSES												
10,474	18,116	58%	18,785	56%	Course and Grounds	29,244	47,874	61%	40,337	72%	280,678	241,242
7,878	8,550	92%	7,950	99%	Carts, Range, Starters, Etc.	14,300	15,073	95%	14,373	99%	83,934	80,255
(83)	686	-12%	150	-55%	Pro Shop	(189)	686	-28%	(275)	69%	7,954	6,410
3,110	3,187	98%	0	0%	Food and Beverage	5,567	6,374	87%	0	0%	9,561	6,979
23,943	25,291	95%	25,720	93%	General and Administrative	43,855	45,320	97%	48,042	91%	209,750	206,564
1,341	2,203	61%	1,803	74%	Marketing	3,886	4,745	82%	4,245	92%	30,260	22,581
46,664	58,033	80%	54,407	86%	TOTAL OPERATING EXPENSES	96,663	120,072	81%	106,722	91%	622,137	564,032
126,572	143,160	88%	113,700	111%	TOTAL EXPENSES	252,811	287,488	88%	223,281	113%	1,451,823	1,311,540
12,617	(95)	-13307%	1,227	1028%	EBITDA	(9,655)	(37,158)	26%	(24,547)	39%	(39,846)	48,208

The Golf Club at Cypress Head
For the Two Months Ending November 30, 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	
12,617	(95)	-13307%	1,227	1028%	EBITDA	(9,655)	(37,158)	26%	(24,547)	39%	(39,846)	48,208
(6,684)	(6,570)	102%	(5,713)	117%	MANAGEMENT FEES	(13,368)	(13,140)	102%	(11,426)	117%	(71,125)	(71,354)
(154)	(381)	40%	(152)	101%	OTHER INCOME (EXPENSE)	(307)	(762)	40%	(305)	101%	(4,572)	(1,843)
(154)	(381)	40%	(152)	101%	Depreciation & Amortization	(307)	(762)	40%	(305)	101%	(4,572)	(1,843)
					TOTAL OTHER INCOME (EXPENSE)							
5,779	(7,046)	-82%	(4,638)	-125%	NET INCOME	(23,330)	(51,060)	46%	(36,278)	64%	(115,544)	(24,989)
3,309	3,332	99%	3,299	100%	Paid Rounds	5,894	5,858	101%	5,800	102%	37,150	36,998
579	769	75%	761	76%	Annual Pass Rounds	1,092	1,424	77%	1,410	77%	8,542	7,777
220	238	92%	236	93%	Other Rounds	431	429	100%	425	101%	2,924	2,725
4,108	4,339	95%	4,296	96%	Total Rounds	7,417	7,711	96%	7,635	97%	48,615	47,500
42	43	98%	35	121%	Revenue/Paid Rounds	41	43	97%	34	120%	38	440
34	33	103%	27	127%	Revenue/Total Rounds	33	32	101%	26	126%	29	342

TRIAL BALANCE SUMMARY FOR 2017

The Golf Club at Cypress Head

General Ledger

Ranges: From: To: 11/30/2017

Date: 11/1/2017

Account: First

Last

Sorted By: Account

Include: Posting, Unit

Print Currency In: Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$193,221.37	\$173,367.36	\$200,294.66	(\$26,927.30)	\$166,294.07
	10050-5950-900	Cash - Course Payroll BMO	\$11,427.13	\$78,776.16	\$53,560.63	\$25,215.53	\$36,642.66
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10120-5950-900	Cash - New Payroll	\$0.00	\$95.00	\$95.00	\$0.00	\$0.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	10200-5950-900	Cash - F&B Bank	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00
	11160-5950-900	A/R Member	\$5,710.97	\$31,681.75	\$28,372.93	\$3,308.82	\$9,019.79
	12000-5950-900	Inventory - Merchandise	\$17,266.45	\$8,687.73	\$8,025.85	\$661.88	\$17,928.33
	12180-5950-900	Inventory - Food	\$2,327.19	\$9,275.23	\$8,817.57	\$457.66	\$2,784.85
	12200-5950-900	Inventory - Beverage	\$839.67	\$802.56	\$647.06	\$155.50	\$995.17
	12220-5950-900	Inventory - Beer	\$2,994.89	\$4,030.92	\$4,908.90	(\$877.98)	\$2,116.91
	12240-5950-900	Inventory - Liquor	\$2,275.34	\$2,399.14	\$2,043.82	\$355.32	\$2,630.66
	12260-5950-900	Inventory - Wine	\$681.99	\$452.75	\$417.38	\$35.37	\$717.36
	13020-5950-900	Prepaid Insurance	\$16,663.50	\$0.00	\$4,341.35	(\$4,341.35)	\$12,322.15
	13040-5950-900	Prepaid Exp - Other	\$1,901.52	\$0.00	\$582.53	(\$582.53)	\$1,318.99
	13480-5950-900	Deposit - Vendors	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00
	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	(\$3,531.53)	\$0.00	\$36.87	(\$36.87)	(\$3,568.40)
	22080-5950-900	Accum. Deprec - Buildings	(\$22,699.85)	\$0.00	\$116.74	(\$116.74)	(\$22,816.59)
	30000-5950-900	Accts Pay - Trade	(\$27,147.07)	\$177,297.85	\$180,373.07	(\$3,075.22)	(\$30,222.29)
	30040-5950-900	Accts Pay - Other	(\$59,144.52)	\$10,883.34	\$10,883.50	(\$0.16)	(\$59,144.68)
	31000-5950-900	Accrued Expenses	(\$6,634.34)	\$19,820.07	\$13,175.00	\$6,645.07	\$10.73
	31020-5950-900	Accrued Payroll	(\$11,096.35)	\$3,734.22	\$7,599.61	(\$3,865.39)	(\$14,961.74)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$2,065.09	\$2,389.60	(\$324.51)	(\$324.51)
	31220-5950-900	Accrued Sales Tax	(\$5,690.78)	\$9,456.54	\$13,793.59	(\$4,337.05)	(\$10,027.83)
	31240-5950-900	Accrued Annual Sales Tax	(\$4,045.90)	\$4,045.90	\$0.00	\$4,045.90	\$0.00
	31400-5950-900	Accrued City Surcharge	\$0.00	\$3,424.42	\$3,424.42	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,575.82)	\$875.92	\$554.73	\$321.19	(\$2,254.63)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$5,869.57)	\$5,916.02	\$2,276.95	\$3,639.07	(\$2,230.50)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$48,000.66)	\$4,363.70	\$0.00	\$4,363.70	(\$43,636.96)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$41,892.67)	\$4,285.70	\$5,250.09	(\$964.39)	(\$42,857.06)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$125.14)	\$0.00	\$0.00	\$0.00	(\$125.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$18,482.82)	\$447.63	\$1,603.59	(\$1,155.96)	(\$19,638.78)
	32100-5950-900	Deferred Rev - Credit Books	(\$13,884.95)	\$732.66	\$1,029.52	(\$296.86)	(\$14,181.81)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$91,116.67)	\$8,774.97	\$5,400.00	\$3,374.97	(\$87,741.70)
	32220-5950-900	Deferred Rev - Founders Pass	(\$1,115.80)	\$101.44	\$0.00	\$101.44	(\$1,014.36)
	49020-5950-900	Retained Earnings - Current	\$37,937.17	\$0.00	\$0.00	\$0.00	\$37,937.17
	50000-5950-100	Green Fees - Annual Pass	(\$8,273.57)	\$0.00	\$8,750.84	(\$8,750.84)	(\$17,024.41)
	50040-5950-100	Green Fees - Member	(\$32,907.08)	\$0.00	\$49,574.69	(\$49,574.69)	(\$82,481.77)
	50070-5950-100	Green Fees - (surcharge)	(\$2,722.71)	\$3,424.42	\$6,848.84	(\$3,424.42)	(\$6,147.13)
	50500-5950-200	Cart Fee 18	(\$21,560.07)	\$0.00	\$30,614.66	(\$30,614.66)	(\$52,174.73)
	50520-5950-200	Cart Fee - Annual Trail	(\$8,283.33)	\$0.00	\$8,774.97	(\$8,774.97)	(\$17,058.30)
	52090-5950-600	Handicap Fee	\$0.00	\$0.00	\$20.00	(\$20.00)	(\$20.00)
	52150-5950-600	Lessons	(\$130.00)	\$0.00	\$175.00	(\$175.00)	(\$305.00)
	52280-5950-600	Rental Clubs	(\$210.00)	\$0.00	\$240.00	(\$240.00)	(\$450.00)
	52310-5950-600	Retail	(\$5,355.89)	\$0.00	\$6,736.26	(\$6,736.26)	(\$12,092.15)
	53050-5950-220	Range Pass Revenue	(\$2,328.38)	\$0.00	\$3,245.82	(\$3,245.82)	(\$5,574.20)
	54000-5950-540	Food	(\$9,241.47)	\$0.00	\$12,977.49	(\$12,977.49)	(\$22,218.96)
	54030-5950-540	Beverage	(\$1,207.71)	\$0.00	\$1,083.82	(\$1,083.82)	(\$2,291.53)
	54060-5950-540	Beer	(\$5,605.02)	\$0.00	\$5,314.73	(\$5,314.73)	(\$10,919.75)
	54090-5950-540	Liquor	(\$2,969.98)	\$0.00	\$3,843.78	(\$3,843.78)	(\$6,813.76)
	54120-5950-540	Wine	(\$372.24)	\$0.00	\$874.20	(\$874.20)	(\$1,246.44)
	54220-5950-540	F&B Other Income	(\$76.68)	\$0.00	\$114.00	(\$114.00)	(\$190.68)
	56120-5950-100	City Surcharge R & R	(\$2,722.71)	\$0.00	\$3,424.42	(\$3,424.42)	(\$6,147.13)
	60000-5950-600	COGS - Merchandise - Accessories	\$3,195.97	\$7,895.75	\$3,844.94	\$4,050.81	\$7,246.78
	61000-5950-540	COGS - Food	\$3,408.86	\$8,740.04	\$4,370.02	\$4,370.02	\$7,778.88

TRIAL BALANCE SUMMARY FOR 2017

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	61010-5950-540	COGS - Beverage	\$54.26	\$647.06	\$323.53	\$323.53	\$377.79
	61020-5950-540	COGS - Beer	\$1,977.48	\$4,900.74	\$2,450.37	\$2,450.37	\$4,427.85
	61030-5950-540	COGS - Liquor	\$569.86	\$1,821.82	\$910.91	\$910.91	\$1,480.77
	61040-5950-540	COGS - Wine	\$175.13	\$410.38	\$205.19	\$205.19	\$380.32
	70000-5950-100	Gross Payroll - Salaried	\$4,684.05	\$4,835.17	\$302.20	\$4,532.97	\$9,217.02
	70000-5950-900	Gross Payroll - Salaried	\$7,696.85	\$8,255.83	\$510.99	\$7,744.84	\$15,441.69
	70000-5950-950	Gross Payroll - Salaried	\$3,262.05	\$3,694.52	\$201.76	\$3,492.76	\$6,754.81
	70002-5950-540	Gross Kitchen Payroll - Salaried	\$6,868.12	\$5,274.72	\$329.67	\$4,945.05	\$11,813.17
	70010-5950-100	Gross Payroll - Hourly	\$16,717.39	\$17,248.48	\$1,253.03	\$15,995.45	\$32,712.84
	70010-5950-200	Gross Payroll - Hourly	\$7,616.49	\$7,556.19	\$675.23	\$6,880.96	\$14,497.45
	70010-5950-600	Gross Payroll - Hourly	\$3,245.24	\$3,361.01	\$204.65	\$3,156.36	\$6,401.60
	70010-5950-900	Gross Payroll - Hourly	\$716.26	\$982.03	\$52.76	\$929.27	\$1,645.53
	70012-5950-540	Gross Kitchen Payroll - Hourly	\$6,968.84	\$6,805.43	\$384.71	\$6,420.72	\$13,389.56
	71000-5950-100	Payroll Tax - FICA	\$1,533.46	\$1,579.66	\$99.37	\$1,480.29	\$3,013.75
	71000-5950-200	Payroll Tax - FICA	\$613.03	\$623.95	\$34.64	\$589.31	\$1,202.34
	71000-5950-540	Payroll Tax - FICA	\$871.04	\$1,006.30	\$54.80	\$951.50	\$1,822.54
	71000-5950-600	Payroll Tax - FICA	\$254.33	\$262.00	\$16.13	\$245.87	\$500.20
	71000-5950-900	Payroll Tax - FICA	\$529.55	\$611.71	\$37.51	\$574.20	\$1,103.75
	71000-5950-950	Payroll Tax - FICA	\$242.72	\$263.50	\$14.24	\$249.26	\$491.98
	71010-5950-100	Payroll Tax - UC	\$106.02	\$73.86	\$0.00	\$73.86	\$179.88
	71010-5950-200	Payroll Tax - UC	\$116.73	\$64.60	\$0.00	\$64.60	\$181.33
	71010-5950-540	Payroll Tax - UC	\$129.74	\$86.11	\$0.00	\$86.11	\$215.85
	71010-5950-600	Payroll Tax - UC	\$21.52	\$20.22	\$0.00	\$20.22	\$41.74
	71010-5950-900	Payroll Tax - UC	\$9.35	\$13.26	\$0.00	\$13.26	\$22.61
	71020-5950-100	Payroll Tax - WC	\$354.52	\$540.00	\$0.00	\$540.00	\$894.52
	71020-5950-200	Payroll Tax - WC	\$115.76	\$180.82	\$0.00	\$180.82	\$296.58
	71020-5950-540	Payroll Tax - WC	\$196.79	\$322.16	\$0.00	\$322.16	\$518.95
	71020-5950-600	Payroll Tax - WC	\$49.80	\$82.15	\$0.00	\$82.15	\$131.95
	71020-5950-900	Payroll Tax - WC	\$142.12	\$225.17	\$0.00	\$225.17	\$367.29
	71020-5950-950	Payroll Tax - WC	\$58.05	\$87.72	\$0.00	\$87.72	\$145.77
	71030-5950-100	Benefits	\$1,367.59	\$5,032.00	\$1,818.44	\$3,213.56	\$4,581.15
	71030-5950-200	Benefits	(\$0.28)	\$73.57	\$58.32	\$15.25	\$14.97
	71030-5950-540	Benefits	\$774.52	\$1,838.87	\$544.82	\$1,294.05	\$2,068.57
	71030-5950-900	Benefits	\$1,314.19	\$3,948.43	\$1,387.12	\$2,561.31	\$3,875.50
	71030-5950-950	Benefits	\$282.08	\$1,012.24	\$383.39	\$628.85	\$910.93
	80050-5950-540	Bar Supplies	\$46.81	\$0.00	\$0.00	\$0.00	\$46.81
	80110-5950-200	Cart Supplies	\$31.65	\$0.00	\$0.00	\$0.00	\$31.65
	80120-5950-100	Chemicals	\$1,150.71	\$136.48	\$0.00	\$136.48	\$1,287.19
	80170-5950-100	Course Accessories	\$90.27	\$98.02	\$0.00	\$98.02	\$188.29
	80190-5950-540	Dining Room Supplies	\$79.93	\$613.68	\$0.00	\$613.68	\$693.61
	80230-5950-100	Fertilizer	\$4,045.40	\$6,431.00	\$8,050.00	(\$1,619.00)	\$2,426.40
	80270-5950-100	Fuel	\$1,351.45	\$1,470.63	\$0.00	\$1,470.63	\$2,822.08
	80280-5950-100	Fungicides	\$328.84	\$0.00	\$0.00	\$0.00	\$328.84
	80320-5950-100	Herbicides	\$2,338.02	\$273.21	\$0.00	\$273.21	\$2,611.23
	80370-5950-100	Insecticides	\$726.81	\$238.86	\$0.00	\$238.86	\$965.67
	80380-5950-900	Janitorial Supplies	\$402.95	\$481.99	\$0.00	\$481.99	\$884.94
	80390-5950-540	Kitchen Supplies	\$40.97	\$115.18	\$0.00	\$115.18	\$156.15
	80410-5950-540	Laundry/Linens	\$77.00	\$198.00	\$0.00	\$198.00	\$275.00
	80420-5950-900	Laundry/Uniforms	\$887.43	\$325.00	\$0.00	\$325.00	\$1,212.43
	80520-5950-540	Office Supplies	\$0.00	\$316.27	\$0.00	\$316.27	\$316.27
	80520-5950-600	Office Supplies	\$0.00	\$89.24	\$0.00	\$89.24	\$89.24
	80520-5950-900	Office Supplies	\$784.25	\$1,094.15	\$0.00	\$1,094.15	\$1,878.40
	80610-5950-220	Range Balls	\$0.00	\$1,325.00	\$0.00	\$1,325.00	\$1,325.00
	80620-5950-220	Range Equipment	\$86.93	\$0.00	\$0.00	\$0.00	\$86.93
	80690-5950-100	Sand/Topdress	\$0.00	\$1,011.04	\$0.00	\$1,011.04	\$1,011.04
	80730-5950-100	Small Tools	\$0.00	\$32.95	\$0.00	\$32.95	\$32.95
	80810-5950-600	Tournament Expense	(\$106.50)	\$6,978.25	\$7,150.24	(\$171.99)	(\$278.49)
	81010-5950-900	Alarm System	\$210.26	\$79.00	\$0.00	\$79.00	\$289.26
	81090-5950-200	Cart Repairs	\$0.00	\$239.47	\$0.00	\$239.47	\$239.47
	81130-5950-900	Computer Service	\$151.47	\$151.47	\$0.00	\$151.47	\$302.94
	81140-5950-540	Contract Cleaning - Tavern	\$812.00	\$864.78	\$0.00	\$864.78	\$1,676.78
	81200-5950-900	Guest Relations	\$0.00	\$63.90	\$0.00	\$63.90	\$63.90
	81250-5950-100	Irrigation	\$383.95	\$30.76	\$0.00	\$30.76	\$414.71

TRIAL BALANCE SUMMARY FOR 2017
The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81300-5950-900	Pest Control	\$125.00	\$125.00	\$0.00	\$125.00	\$250.00
	81350-5950-100	Repair & Maint - Equipment	\$1,513.98	\$1,756.84	\$0.00	\$1,756.84	\$3,270.82
	81360-5950-900	Repair & Maint - Building	\$241.92	\$334.91	\$0.00	\$334.91	\$576.83
	82000-5950-200	Cart Lease	\$5,355.67	\$5,355.67	\$0.00	\$5,355.67	\$10,711.34
	82020-5950-100	Equipment Lease	\$5,316.00	\$5,316.16	\$0.00	\$5,316.16	\$10,632.16
	82020-5950-540	Equipment Lease	\$159.75	\$309.75	\$9.75	\$300.00	\$459.75
	82060-5950-900	Off-Site Storage	\$168.00	\$168.00	\$0.00	\$168.00	\$336.00
	83000-5950-100	Utilities - Electric	\$234.58	\$215.66	\$0.00	\$215.66	\$450.24
	83000-5950-200	Utilities - Electric	\$947.98	\$957.61	\$0.00	\$957.61	\$1,905.59
	83010-5950-540	Utilities - Gas	\$1,240.19	\$620.09	\$0.00	\$620.09	\$1,860.28
	83020-5950-100	Utilities - Other	\$946.82	\$1,094.39	\$0.00	\$1,094.39	\$2,041.21
	83020-5950-900	Utilities - Other	\$2,053.63	\$1,995.26	\$0.00	\$1,995.26	\$4,048.89
	83030-5950-100	Utilities - Telephone/Fax	\$102.10	\$101.97	\$0.00	\$101.97	\$204.07
	83030-5950-900	Utilities - Telephone/Fax	(\$149.47)	\$150.00	\$150.00	\$0.00	(\$149.47)
	83050-5950-100	Utilities - Water	\$251.65	\$212.24	\$0.00	\$212.24	\$463.89
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$2,601.14	\$1,680.23	\$339.00	\$1,341.23	\$3,942.37
	85020-5950-900	Bank Charges	\$474.75	\$475.78	\$0.00	\$475.78	\$950.53
	85050-5950-900	Cash Short/(Over)	(\$242.56)	\$590.11	\$715.98	(\$125.87)	(\$368.43)
	85060-5950-900	Cell Phone	\$150.00	\$200.00	\$0.00	\$200.00	\$350.00
	85070-5950-900	City Surcharge R & R	\$2,722.71	\$3,424.42	\$0.00	\$3,424.42	\$6,147.13
	85120-5950-900	Credit Card Discounts	\$3,024.20	\$3,110.25	\$0.00	\$3,110.25	\$6,134.45
	85150-5950-900	Dues & Subscriptions	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
	85190-5950-900	Employee Relations	\$33.92	\$0.00	\$0.00	\$0.00	\$33.92
	85200-5950-100	Employee Testing	(\$10.50)	\$103.90	\$0.00	\$103.90	\$93.40
	85280-5950-900	Insurance Expense	\$4,341.35	\$4,341.35	\$0.00	\$4,341.35	\$8,682.70
	85330-5950-900	Messenger Service - Fedex	\$24.33	\$92.60	\$0.00	\$92.60	\$116.93
	85340-5950-950	Miscellaneous	(\$56.55)	\$0.00	\$0.00	\$0.00	(\$56.55)
	85390-5950-900	O/S - Accounting	\$3,000.00	\$16,000.00	\$9,000.00	\$7,000.00	\$10,000.00
	85480-5950-900	Payroll Processing Fee	\$482.47	\$493.68	\$0.00	\$493.68	\$976.15
	85490-5950-900	Postage/Shipping	\$189.50	\$41.36	\$0.00	\$41.36	\$230.86
	85610-5950-900	Tax/Licenses/Fees	(\$30.00)	\$0.00	\$30.00	(\$30.00)	(\$60.00)
	85660-5950-540	Loss/Theft	\$0.00	\$81.96	\$0.00	\$81.96	\$81.96
	85710-5950-900	Travel - Meals	\$25.44	\$81.80	\$0.00	\$81.80	\$107.24
	85720-5950-900	Travel - Other	\$640.01	\$19.26	\$0.00	\$19.26	\$659.27
	89020-5950-900	Employee Meals	\$50.41	\$0.00	\$0.00	\$0.00	\$50.41
	90000-5950-540	Management Fee - Tavern	\$856.93	\$856.93	\$0.00	\$856.93	\$1,713.86
	90000-5950-900	Management Fee	\$5,827.11	\$5,827.11	\$0.00	\$5,827.11	\$11,654.22
	98020-5950-900	Deprec - Mach & Equip	\$36.87	\$36.87	\$0.00	\$36.87	\$73.74
	98040-5950-900	Deprec - Buildings	\$116.74	\$116.74	\$0.00	\$116.74	\$233.48
	RCMWD-5950-100	Rounds - Complimentary - Weekday	11,736.00	127.00	0.00	127.00	11,863.00
	REMWD-5950-100	Rounds - Employee - Weekday	17,900.00	93.00	0.00	93.00	17,993.00
	RMBWD-5950-100	Rounds - Member - Weekday	65,312.00	579.00	0.00	579.00	65,891.00
	RPKWD-5950-100	Rounds - Peak - Weekday	341,630.00	3,309.00	0.00	3,309.00	344,939.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
Grand Totals:			164	\$0.00	\$748,542.19	\$748,542.19	\$0.00



December 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 November 2017 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date. The Food & Beverage numbers are on a separate table below.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING November 2017									
Revenue	Current				Year to Date				
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget	
Green Fees	\$ 61,750	\$ 60,842	\$ 908	60%	\$ 105,653	\$ 104,296	\$ 103,263	\$ 1,357	59%
Cart Fees	\$ 39,390	\$ 40,803	\$ (1,413)		\$ 68,233	\$ 71,909	\$ 71,909	\$ (3,676)	
Range	\$ 3,246	\$ 3,051	\$ 195		\$ 5,574	\$ 5,576	\$ 5,576	\$ (2)	
Pro- Shop Revenues	\$ 7,171	\$ 7,273	\$ (102)		\$ 12,867	\$ 11,693	\$ 11,693	\$ 1,174	
City Surcharge R/R	\$ 3,424	\$ 3,596	\$ (172)		\$ 6,147	\$ 6,356	\$ 6,293	\$ (209)	
Total Revenue	\$ 114,981	\$ 115,565	\$ (584)		\$ 198,474	\$ 199,830	\$ 198,734	\$ (1,356)	
Cost of Sales	\$ 4,051	\$ 4,377	\$ (326)		\$ 7,247	\$ 6,997	\$ 6,306	\$ 250	
Merchandise	\$ 4,051	\$ 4,377	\$ (326)		\$ 7,247	\$ 6,997	\$ 6,306	\$ 250	
Gross Margin	\$ 110,930	\$ 111,188	\$ (258)		\$ 191,227	\$ 192,833	\$ 192,428	\$ (1,606)	
Total Payroll	\$ 53,578	\$ 60,089	\$ (6,511)	\$ 104,627	\$ 121,280	\$ 110,253	\$ (16,653)		
Total Operating Expenses	\$ 43,554	\$ 54,846	\$ (11,292)	\$ 91,076	\$ 113,698	\$ 106,722	\$ (22,622)		
Net Operating Income	\$ 13,799	\$ 3,557	\$ 10,242	\$ (3,505)	\$ (42,124)	\$ (24,547)	\$ 38,619		
Other Expenses	\$ 5,981	\$ 6,094	\$ (113)	\$ 11,961	\$ 12,188	\$ 11,580	\$ (227)		
Management Fee	\$ 5,827	\$ 5,713	\$ 114	\$ 11,654	\$ 11,426	\$ 11,426	\$ 228		
Interest Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Depreciation	\$ 154	\$ 381	\$ 545	\$ 307	\$ 762	\$ 154	\$ (455)		
Net Cash From Ops	\$ 7,818	\$ (2,537)	\$ 10,355	\$ (15,466)	\$ (54,312)	\$ (36,127)	\$ 38,846		
Rounds									
Total Rounds	4,108	4,339	(231)	7,417	7,711	7,635	(294)		
Paid Rounds	3,309	3,322	(13)	5,884	5,858	5,800	26		
Avg. GF/CF Total rounds	\$24.62	\$23.43	\$ 1.19	\$23.44	\$22.85	\$22.94	\$ 0.59		
Avg. GF/CF Paid rounds	\$30.57	\$30.60	\$ (0.03)	\$29.55	\$30.08	\$30.20	\$ (0.53)		
Avg. Merchandise/round	\$1.75	\$1.68	\$ 0.07	\$1.73	\$1.52	\$1.53	\$ 0.22		

Overview:

- Overall golf revenues for November finished equal to the budget for the month. The range revenue was \$3,246 compared to the budgeted amount of \$3,051 for November. The pro shop and merchandise sales were equal to the projected budgeted amount.
- Total payroll for the month was lower than the projected budgeted amount, for a savings of \$6,511. This was as a result of controlling labor costs during days when rounds were reduced.
- Our operating expenses finished at \$43,554 versus a budgeted amount of \$54,846 for the month. The reason for the difference in expenses was due to the timing of invoices for products budgeted that was not received for the month but will come due in December.
- The rains have finally subsided for the month of November. Total rounds were slightly reduced only due to a rainout on our Thanksgiving shotgun which was postponed.
- The month of November is the second month in our fiscal year 2017-2018. YTD revenues were equal to the budgeted amount. The range revenues are equal to budget and pro shop revenues are slightly higher than projected. The payroll and operating expenses are both lower than the projected budgeted amounts.

Food & Beverage:

The following is the financial and operational summary report for Food & Beverage for the month of November 2017 at Cypress Head Golf Club.

FINANCIAL SUMMARY FOR F&B MONTH ENDING NOVEMBER 2017							
Revenue	Current				Year to Date		
	Actual	Budget	Variance vs. Budget		Actual	Budget	Variance vs. Budget
Food & Beverage	\$ 14,175	\$ 18,500	\$ (4,325)		\$ 24,701	\$ 32,300	\$ (7,599)
Beer	\$ 5,315	\$ 5,000	\$ 315		\$ 10,920	\$ 10,000	\$ 920
Liquor	\$ 3,844	\$ 3,200	\$ 644		\$ 6,814	\$ 6,400	\$ 414
Wine	\$ 874	\$ 800	\$ 74		\$ 1,246	\$ 1,600	\$ (354)
Total Revenue	\$ 24,208	\$ 27,500	\$ (3,292)		\$ 43,681	\$ 50,300	\$ (6,619)
Cost of Sales	\$ 8,260	\$ 9,811	\$ (1,551)		\$ 14,446	\$ 17,440	\$ (2,994)
Merchandise	\$ 8,260	\$ 9,811	\$ (1,551)		\$ 14,446	\$ 17,440	\$ (2,994)
Gross Margin	\$ 15,948	\$ 17,689	\$ (1,741)		\$ 29,235	\$ 32,860	\$ (3,625)
Total Payroll	\$ 14,020	\$ 10,850	\$ 3,170		\$ 29,829	\$ 21,700	\$ 8,129
Total Operating Expenses	\$ 3,110	\$ 3,187	\$ (77)		\$ 5,567	\$ 6,374	\$ (807)
Net Operating Income	\$ (1,182)	\$ 3,652	\$ (4,834)		\$ (6,160)	\$ 4,996	\$ (11,156)
Other Expenses	\$ 857	\$ 857	\$ -		\$ 1,714	\$ 1,714	\$ -
Management Fee	\$ 857	\$ 857	\$ -		\$ 1,714	\$ 1,714	\$ -
Net Cash From Ops	\$ (2,039)	\$ 2,795	\$ (4,834)		\$ (7,874)	\$ 3,282	\$ (11,156)

- The revenues for the restaurant were not realized for November. Don Burke, the manager of the Restaurant, continues to serve the golfing public as well as offering daily specials for the local communities around Cypress Head. His team is expecting to host multiple holiday parties during the month of December.

R&R Projects:

- There were no projects for the month of November.

Tee Sheet Activity:

- There were 4108 total rounds for the month which included 3,309 paid rounds, 579 Annual with Cypress Pass member rounds and 220 other rounds. The round type for the month included 3,286 eighteen hole rounds and 714 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.

November 2017 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	3309	3332	3299	5894	5800
Annual	579	769	761	1092	1410
Other rounds	220	238	236	431	425
Total Rounds	4108	4339	4296	7417	7635

Departmental Summaries:**Course & Grounds/Range**

- A foliar application of nutrients was distributed on the tees, greens & fairways. A granular application of fertilizer was applied to greens, teeing areas and other targeted areas on the golf course. Fungicides were applied to the putting surfaces. Program to control weeds around specific areas continues on a regular basis.

- The putting surfaces were verticut, top dressed and rolled to help maintain smoothness and improve the speed of the putting surfaces.
- The maintenance team is continuing with ongoing beautification projects on the golf course involving edging tee sign marker beds, sand bunkers and cart paths.
- We have an agronomic plan for the upcoming fiscal year 2017-2018 which includes a continuation of fertilizer applications, insecticides and pre-emergent for weed control. All the par three teeing areas as well as the driving range were over seeded with rye grass to help control damage to those areas during the winter months.

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 Horn Legend, Footjoy, Titleist, Callaway, Bridgestone, Nancy Lopez, Ahead headwear and St Andrews products. There was \$1,795 in gift card sales purchased for the month as well as over \$7,171 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.
- Cypress Head passes were made available for sale and renewal during the month and will be active for the fiscal year 2017-2018. Current totals for renewals include 40 Legacy pass holders, 19 Cypress Pass holders and Ray Pinkley who is the last remaining founder. There are also 74 current Trail fee members.

- The MGA and the WGA will be continuing their league play during the upcoming season and we expect more participants as the winter visitors from the northern climates return to Florida. We also host a weekly Homeowner's Nine & Dine event where the players enjoy nine holes of golf and return to the clubhouse for their dinner and cocktails.

Marketing and Sales:

- Ms. Reggie Hunter, our Director of Sales & Marketing, is focusing on booking tournament events for the 2018 season.
- 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 approximately 10,000 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.
- 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.
- We hosted multiple events in November which were well attended and these events help to increase our presence in the community.
- We continue to increase the visibility of Cypress Head Golf Course on the various social media platforms such as Facebook, twitter and Instagram.

Mindshare Reviews and Comments:

Report run: 12/19/2017 8:45 AM MST
Data current as of: 12/19/2017 8:45 AM MST



REPORT CRITERIA

Date of Survey: 11/1/17 - 11/30/17
Select level: Cypress Head

Number of Surveys: 40

#	Zip Code	Date Golfer	Date of Survey	Tee Time	Overall Rating	Service Rating	Course Rating	Food Rating	Recommend Rating	NPS	Overall Rating w/o F&B	Comments	
Totals					9.0	9.5	8.5	9.1	9.2	80.0	9.0		
Cypress Head					9.0	9.5	8.5	9.1	9.2	80.0	9.0		
Golf					9.0	9.5	8.5	9.1	9.2	80.0	9.0		

- There were over 300 questionnaires mailed out to players during November. The overall rating for the golf course received a 9.0 with a recommended rating of 9.2 and our service rating is at 9.5.
- 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:

- Our entire team is dedicated to being able to serve the needs of our community and our golfers. We have multiple bookings for holiday parties
- We will be offering several promotions over the Christmas holiday to increase sales in the golf shop as well as the Tavern.
- The driving range lights will continue to be operational on Friday and Saturday nights to offer our customers a chance to improve their skills and increase sales.
- We are proud to announce that we are an official drop off location for the Marines Toys for Tot's campaign.
- Our staff continues to work together in providing the best in class service to all of the guests.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Jody Graham

Regional Operating Executive
KemperSports Management



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/04/2018

Consent item: No

SUBJECT: (G15) Reconsideration of First Reading - Ordinance No. 2017-34 - Eighth Amendment to the Master Development Agreement and Conceptual Development Plan for the Port Orange Gateway Center Planned Commercial Development / Case No. 17-40000001

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-34, approving the Eighth Amendment to the Master Development Agreement and Conceptual Development Plan for the Port Orange Gateway Center Planned Commercial Development, as recommended by the Planning Commission.

SUMMARY: On 12/12/17, the City Council voted to deny the subject item; however, at the request of the applicant the prevailing party voted to reconsider the item at the 1/4/18 meeting.

PLANNING COMMISSION ACTION (11/16/17): Recommended Approval

Port Orange Gateway Center Planned Commercial Development (PCD) is located on the north side of Dunlawton Avenue, east of I-95. The proposed Eighth Amendment to the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Port Orange Gateway Center PCD is to provide the regulatory framework to create one new commercial lot along with development requirements for the new lot, and to provide requirements for an off-site sign and wall sign height.

Lot 3 will contain the existing Target building and most of the parking lot. The proposed Lot 3A is currently part of the Target overflow parking lot located south of Chick-Fil-A. If the amendment is approved, the development proposal is to subdivide Lot 3 (the existing Target retail store) into two lots (Lot 3 and 3A) and to develop Lot 3A as a ±10,250 square-foot commercial multi-tenant building. The lot will be accessed from the current driveways off Dunlawton Avenue and Yorktowne Boulevard. Cross-access easements already exist as an internal network for vehicles and pedestrians to move between the lots.

The staff report is attached for more detail.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2017-34 with	2017_11_29_14_12_29.pdf
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	exhibit	
2.	Staff Report	Gateway MDA 8th Amendment_CC Staff Report .pdf

Penelope Cruz

Created/Initiated - 12/13/2017

ORDINANCE NO. 2017-34

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE EIGHTH
AMENDMENT TO THE AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT FOR PORT
ORANGE GATEWAY CENTER PLANNED COMMERCIAL
DEVELOPMENT (PCD) AND THE CONCEPTUAL
DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Eighth Amendment to the Amended and Restated Master Development Agreement for the Port Orange Gateway Center Planned Commercial Development (PCD) ("MDA") and Conceptual Development Plan ("CDP"); (hereinafter referred to as the "Eighth Amendment"); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Eighth Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by unanimous vote recommended approval of the proposed Eighth Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Eighth Amendment.

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 approve the Eighth Amendment (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Eighth Amendment.

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:

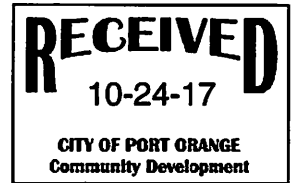
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 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



**EIGHTH AMENDMENT TO THE
AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT FOR THE
PORT ORANGE GATEWAY CENTER
PLANNED COMMERCIAL DEVELOPMENT (PCD)**

REVISED

This Agreement, entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as the "City"); TARGET CORPORATION, Attn: Real Estate Portfolio Management (T-1795), 1000 Nicolet Mall, TPN-12H, Minneapolis, MN 55403, (hereinafter referred to as the "Property Owner"); and 2017 YORKTOWN PORT ORANGE LLC, a Florida limited liability company whose address is 151 Sawgrass Corners Drive, Suite 202, Ponte Vedra Beach, Florida 32082, (hereinafter referred to as the "Contract Purchaser") or Assignee, constitutes the Eighth Amendment to the Amended and Restated Master Development Agreement for the Port Orange Gateway Center Planned Commercial Development (hereinafter referred to as the "Eighth Amendment").

WHEREAS, TARGET CORPORATION is the Property Owner of Lot 3 (further described in Exhibit "A") and the proposed Lots 3 and 3(A) (further described in Exhibit "A-1") (the "Property") and 2017 YORKTOWN PORT ORANGE LLC, successor by assignment from Southeast Investments, Inc., is the Contract Purchaser of Lot 3(A) as shown on the proposed "Port Orange Gateway Center Lot 3", a replat of a portion of Lot 3 Port Orange Gateway Center Replat per Map Book 50, Page 24; and

WHEREAS, The City, Lowe's Home Centers, Inc. and Port Orange Gateway Center, Inc. previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Master Development Agreement for The Port Orange Gateway Center Planned Commercial Development (PCD)" (hereinafter referred to as the "Original MDA") recorded in Official Records Book 4397, Page 4153, Public Records of Volusia County, Florida

WHEREAS, The City and Port Orange Gateway Center previously entered into an agreement and covenant with the Property Owner to bind their successors and assigns to the terms and provisions of a development agreement entitled "Amended and Restated Master Development Agreement for The Port Orange Planned Commercial Development" (hereinafter referred to as the "Amended and Restated MDA"), recorded in Official Records Book 4886, Page 3772, Public Records of Volusia County, Florida, which included the Property; and

WHEREAS, the City and Port Orange Gateway Center previously entered into a first amendment to the Amended and Restated MDA entitled, "First Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Planned Commercial Development (PCD)" (hereinafter referred to as the "First Amendment") recorded in Official Records Book 4904, Pages 20-26, Public Records of Volusia County, Florida; and

WHEREAS, the City and Port Orange Gateway Center previously entered into a second amendment to the Amended and Restated MDA entitled, "Second Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Planned Commercial Development (PCD)" (hereinafter referred to as the "Second Amendment"). Recorded in Official Records Book 5281, Page 2720, Public Records of Volusia County, Florida; and

WHEREAS, the City and Port Orange Gateway Center previously entered into a third amendment to the Amended and Restated MDA entitled, "Third Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Planned Commercial Development (PCD)" (hereinafter referred to as the "Third Amendment") recorded in Official Records Book 5389, Page 4833, Public Records of Volusia County, Florida; and

WHEREAS, the City and Port Orange Gateway Center previously entered into a fourth amendment to the Amended and Restated MDA entitled, "Fourth Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Commercial Development (PCD)" (hereinafter referred to as the "Fourth Amendment") recorded in Official Records Book 5860, Page 1476, Public Records of Volusia County, Florida; and

WHEREAS, the City and Port Orange Gateway Center previously entered into a fifth amendment to the Amended and Restated MDA entitled, "Fifth Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Commercial Development (PCD)" (hereinafter referred to as the "Fifth Amendment") recorded in Official Records Book 6582, Page 1603, Public Records of Volusia County, Florida; and

WHEREAS, the City, Lowe's Home Centers, Inc. and Ferber Construction Management, LLC, entered into a sixth amendment to the Amended and Restated MDA entitled, "Sixth Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Commercial Development (PCD)" (hereinafter referred to as the "Sixth Amendment") recorded in Official Records Book 6682, Page 1329, Public Records of Volusia County, Florida; and

WHEREAS, the City entered into a seventh amendment to the Amended and Restated MDA entitled, "Seventh Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Commercial Development (PCD)" (herein after referred to as the "Seventh Amendment") recorded in Official Records Book 7193, Page 2234, Public Records of Volusia County, Florida; and

WHEREAS, the City and the Property Owner have opted to further amend the operation and effect of the Amended and Restated MDA as further modified by the First, Second, Third, Fourth, Fifth, Sixth and Seventh Amendments all as applied to the Property by creating and agreeing to this "Eighth Amendment to the Amended and Restated Master Development Agreement for The Port Orange Gateway Center Planned Commercial Development (PCD)"; and

WHEREAS, the Property Owner is the owner of the Property which is the only property impacted by the Eighth Amendment; and

WHEREAS, the City and the Property Owner wish to amend the Amended and Restated MDA and the First, Second, Third, Fourth, Fifth, Sixth and Seventh Amendments as applied to the Property to allow for the following:

1. Provide for a division of Lot 3 in order to create two (2) lots, being identified as Lot 3 and Lot 3(A).
2. Multi-tenant building with an end-unit that may contain a drive-thru window on Lot 3(A).

NOW THEREFORE, the City and the Property Owner hereby agree as follows:

1. The premises stated above are true correct and form a material part of the Eighth Amendment.
2. Paragraph 1, Section (d) of the Amended and Restated MDA which incorporates the Amended CDP as Exhibit "B" and the Amended CDP as applied to Lot 3 are hereby further amended to reflect the modifications shown by this Eighth Amendment **Exhibit "B,"** attached hereto and incorporated herein by reference.
3. Paragraph 7, "Uses", Section (a) of the Amended and Restated MDA as applied to Lot 3 as originally described in the Amended and Restated MDA as now described as Lots 3 and 3(A) is hereby further amended as follows:

(a) Permitted Uses on the Property shall be as follows:

PERMITTED USES	SITE AREA	RETAIL AREA	OTHER AREA
LOT 3	16.46 AC	199,000 SF	
COMMERCIAL/RETAIL			
OFFICE			16,100 SF
RECEIVING/STORAGE			26,500 SF
LOT 3(A)	2.06 AC	12,000 SF	
BUSINESS SERVICES			
FINANCIAL SERVICES			
FURNITURE AND			
APPLIANCE STORES			
OFFICE SUPPLIES			
RESTAURANT (TYPE A & B)			
RETAIL SALES AND			
SERVICES			
PERSONAL SERVICE			
PROFESSIONAL AND			
MEDICAL OFFICES			
ONE-DRIVE THRU			
BREWERY, CRAFT FOOD			
AND BEVERAGE			
PRODUCER AND			
MICROBREWERY			

(b) Exhibit "C," Dimensional Requirements, is amended to provide the following Dimensional Requirements for Lot 3(A) and Parking Requirements for Lots 3 and 3(A) as follows:

Requirements	Lot 3	Lot 3(A)
Minimum Lot Area	500,000 sq. ft	75,000 sq. ft.
Minimum Lot Width	150 feet	200 feet
Maximum Building Coverage	No change	25%
Maximum Building Height	No change	31 feet
Building Setbacks	No change	
Dunlawton		50 feet
Internal Lot Line	No change	20 feet
Rear		20 feet
I-95 / Lot 1		

Requirements	Lot 3	Lot 3(A)
Maximum Impervious Surface	81%	66%
Minimum Open Space	19%	34%
Required Parking	No Change	1 space/ 250 SF

4. The following language is added to Paragraph 9(b), **“PCD Infrastructure,”** of the Amended and Restated MDA and is hereby amended to add a new subparagraph:

- (1) Replat. The Property Owner intends to replat the existing Lot 3 and create the proposed Lots 3 and 3(A), generally shown on the CDP, attached hereto.

5. Paragraph 13(b), **“Signage”** of the Amended and Restated MDA is hereby amended to add a new subparagraph:

Wall signs for individual businesses on Lot 3(A) shall be as permitted by Chapter 15 of the Port Orange Land Development Code and below:

- (1) Wall Signage Requirements for Lot 3(A) is as follows:

- a. Each tenant is permitted a maximum wall sign height equal to 25% of the building height over the tenant front entrance.

6. Paragraph 13(c)(1), **“Signage”** of the Amended and Restated MDA is hereby amended to add new subparagraphs:

- a. Monument Sign on Dunlawton Avenue for Tenants on Lot 3(A):

- i. The maximum height to the top of the sign cabinet is 12.0 feet. An additional 2.0 feet in height is allowed above the sign cabinet for architectural embellishments consistent with the building or complex, up to a total maximum sign structure height of 14.0 feet (further illustrated in Exhibit “D”). The maximum number of panels is five (5) for a total maximum copy area of 84 square feet.

- b. Monument Sign on Dunlawton Avenue on Lot 3(A) for Lot 3:

- i. The existing sign located on Lot 3(A) along Dunlawton Ave shall remain as currently exists, based on the provisions and requirements of Chapter 15 of the Port Orange Land Development Code.

7. This Eighth Amendment shall be effective as of the date it is executed by all parties.

8. The Amended and Restated MDA, as previously enacted, and the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment shall remain in full force and effect except with the respect to those matters specifically amended by the Eighth Amendment.

IN WITNESS WHEREOF, the parties have executed this Eighth Amendment, by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

Date: _____

Name: _____

Attest: _____
Robin L. Fenwick, CMC, City Clerk

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Robin L. Fenwick, as City Clerk of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that she is duly authorized to execute the foregoing agreement on behalf of the city. She is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

**2017 YORKTOWN PORT ORANGE
LLC**

WITNESSES:

Printed name

Printed name

By: _____

Paul S. Ferber, Title Manager
151 Sawgrass Corners Drive, Suite 202
Pointe Vedra Beach, Florida 32082

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **PAUL S. FERBER, Title Manager of 2017 Yorktown Port Orange LLC**, a Florida limited liability company, who is personally known to me and did not take an oath.

(Seal)

Notary Public
Printed name, commission and expiration of commission term:

TARGET CORPORATION

WITNESSES:

By: _____

Name: _____

Printed name

Its: _____

1000 Nicolet Mall, TPN-12H
Minneapolis, MN 55403

Printed name

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, _____ of **Target
Corporation**, a Minnesota corporation, who is personally known to me and did not take an oath.

(Seal)

Notary Public

Printed name, commission and expiration of commission term

Exhibit "A"
Legal Description of Lot 3

Lot 3, PORT ORANGE GATEWAY CENTER REPLAT, a subdivision, according to the plat thereof recorded in Map Book 50, pages 24 through 27, Public Records of Volusia County, Florida.

Exhibit "A-1"
Legal Description of Lot 3 and Lot 3(A)

LOT 3:

BEING A PORTION OF LOT 3, PORT ORANGE GATEWAY CENTER REPLAT, AS RECORDED IN MAP BOOK 50, PAGE 24, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, PORT ORANGE GATEWAY CENTER REPLAT, AS RECORDED IN MAP BOOK 50, PAGE 24, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE NORTHEASTERLY RIGHT-OF-WAY OF INTERSTATE I-95; THENCE RUN N31°24'34"W ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 212.12 FEET; THENCE N31°24'34"W FOR A DISTANCE OF 175.83 FEET; THENCE N30°03'51"W FOR A DISTANCE OF 179.47 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, N59°57'39"E FOR A DISTANCE OF 109.27 FEET; THENCE N15°07'52"E FOR A DISTANCE OF 512.34 FEET; THENCE S74°52'45"E FOR A DISTANCE OF 389.06 FEET; THENCE S15°07'13"W FOR A DISTANCE OF 20.00 FEET; THENCE S74°52'47"E FOR A DISTANCE OF 314.68 FEET; THENCE S15°07'15"W FOR A DISTANCE OF 455.03 FEET; THENCE S74°52'47"E FOR A DISTANCE OF 192.00 FEET; THENCE S15°07'13"W FOR A DISTANCE OF 212.00 FEET; THENCE S74°52'47"E FOR A DISTANCE OF 98.00 FEET, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF DUNLAWTON AVENUE (STATE ROAD No. 421); THENCE RUN S15°07'13"W ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 171.06 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, N74°50'52"W FOR A DISTANCE OF 289.96 FEET; THENCE S15°07'20"W FOR A DISTANCE OF 89.00 FEET; THENCE N74°52'40"W FOR A DISTANCE OF 337.66 FEET; THENCE S58°35'26"W FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

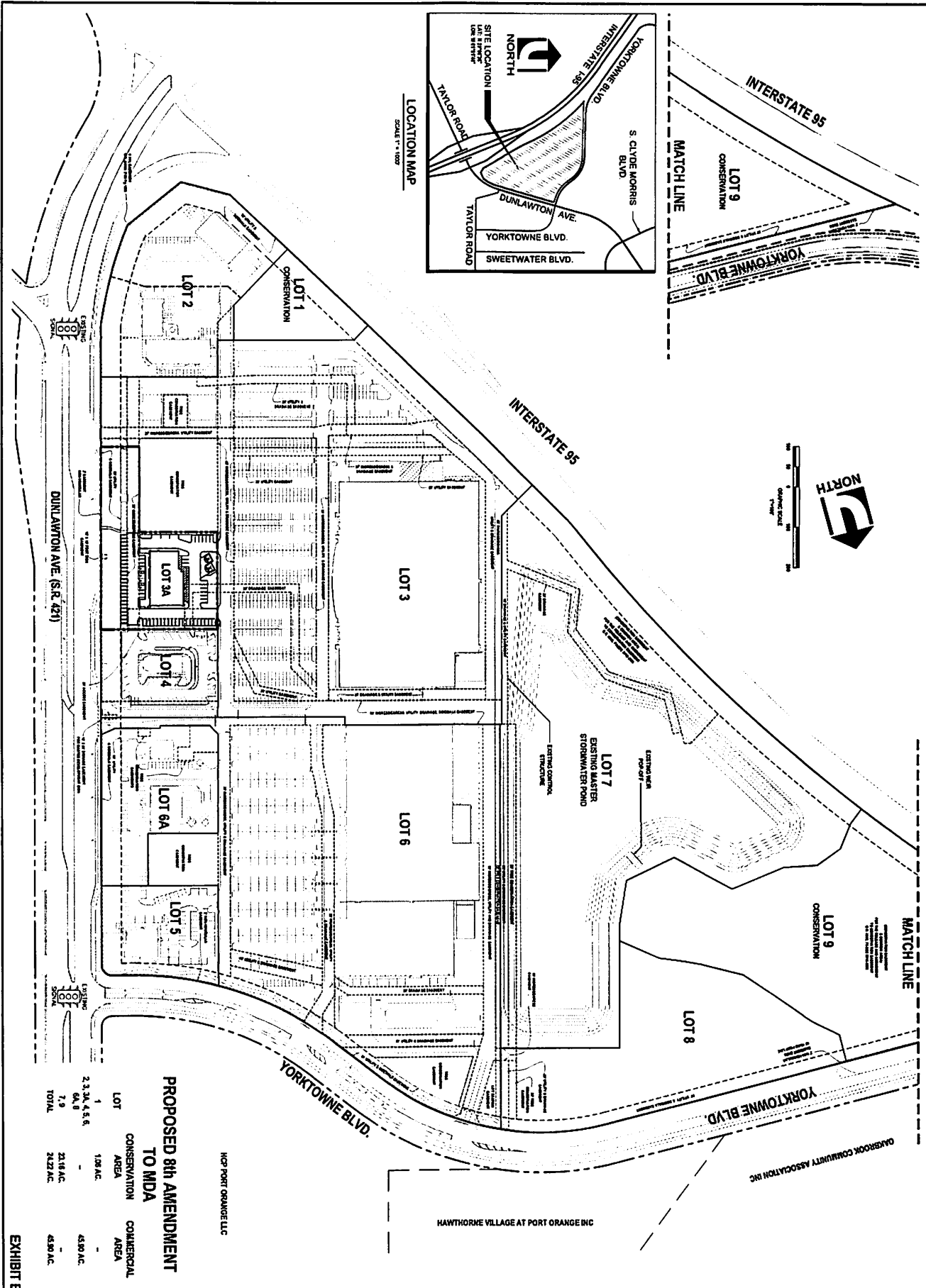
LOT 3A:

BEING A PORTION OF LOT 3, PORT ORANGE GATEWAY CENTER REPLAT, AS RECORDED IN MAP BOOK 50, PAGE 24, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 4, PORT ORANGE GATEWAY CENTER REPLAT, AS RECORDED IN MAP BOOK 50, PAGE 24, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE WESTERLY RIGHT-OF-WAY OF DUNLAWTON AVENUE (STATE ROAD No. 421); THENCE RUN S15°07'13"W ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 450.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, N74°52'47"W FOR A DISTANCE OF 98.00 FEET; THENCE N15°07'13"E FOR A DISTANCE OF 212.00 FEET; N74°52'47"W FOR A DISTANCE OF 192.00 FEET; THENCE N15°07'13"E FOR A DISTANCE OF 238.00 FEET; THENCE S74°52'47"E FOR A DISTANCE OF 290.00 FEET TO THE POINT OF BEGINNING.

Exhibit “B”
Conceptual Development Plan

[copy attached hereto]



CONCEPTUAL DEVELOPMENT PLAN
PORT ORANGE GATEWAY CENTER
DUNLAWTON AVENUE
PORT ORANGE, FLORIDA

UPHAM
CIVIL ENGINEERING-SURVEYING-LANDSCAPE ARCHITECTURE
265 Kennebec Avenue • Orlando Beach • Florida 32174
Voice 386.872.9515 • Fax 386.873.8554 • uphaminc.com
LB # 0003612

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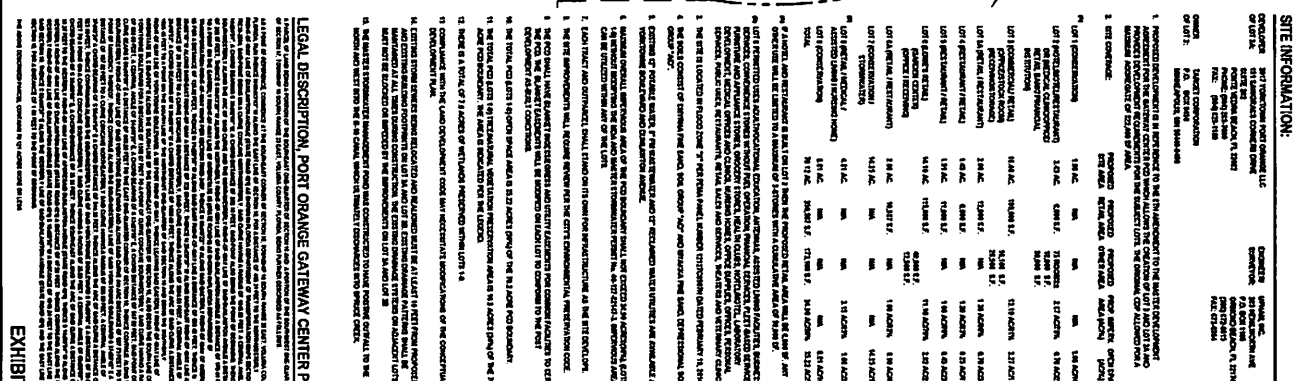
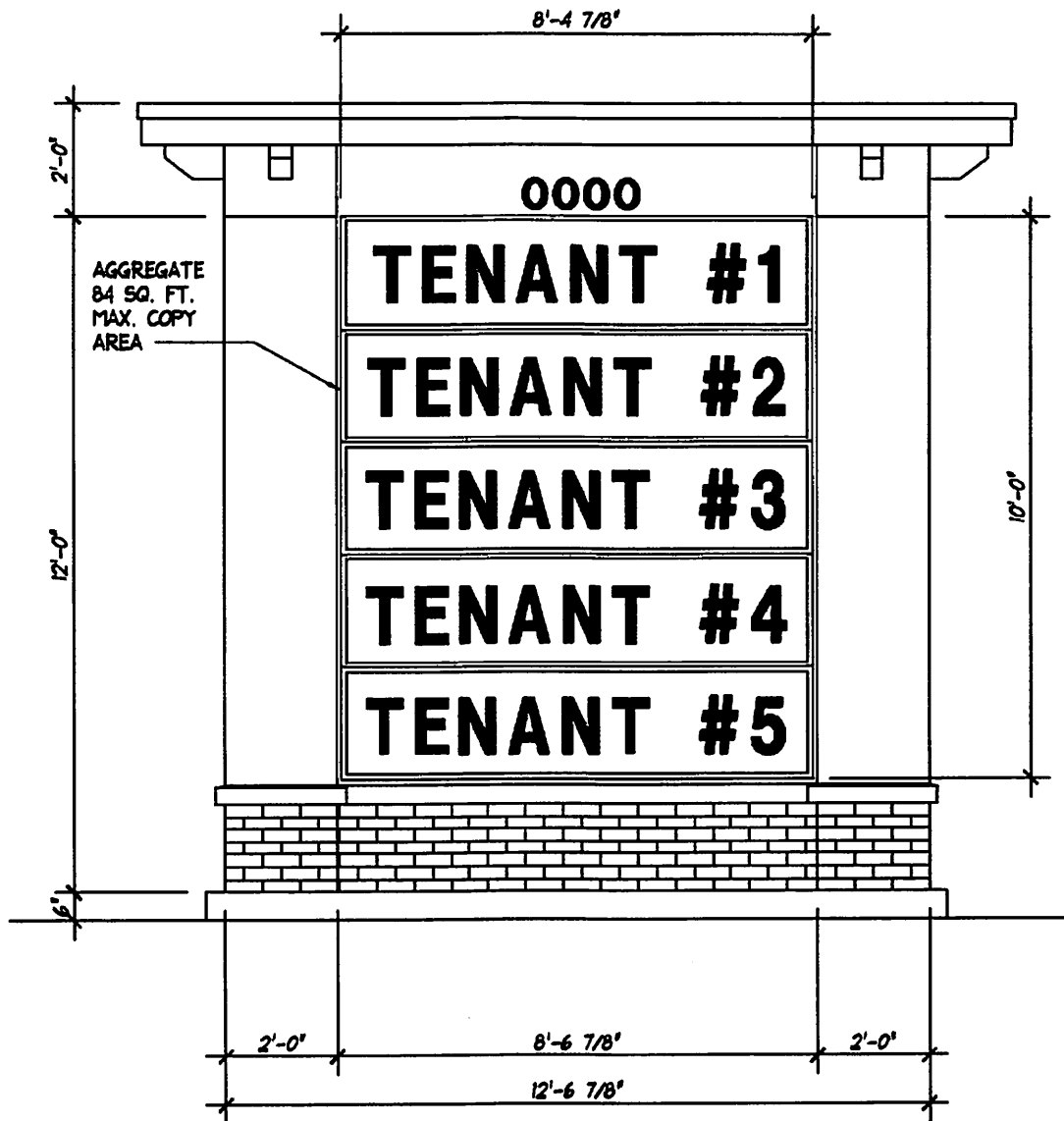
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Exhibit "D"

Monument Sign, Dunlawton Avenue



**Monument Sign Dunlawton Avenue
for Tenants on Lot 3(A)**



STAFF REPORT

Eighth Amendment to the MDA & CDP for the
Port Orange Gateway Center PCD
CASE NO. 17-40000001

Request:	To amend the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Port Orange Gateway Center Planned Commercial Development (PCD)
Location:	1771 Dunlawton Ave.
Owner:	Target Corporation
Applicant:	Roger W. Strcula, PE of Upham, Inc.
Staff Recommendation:	Approval , subject to approval of the policy considerations described in the staff report
Staff Contact:	Penelope Cruz, Principal Planner (386) 506-5671
Planning Commission:	Recommended Approval
City Council:	December 12, 2017

DISCUSSION

The proposed Eighth Amendment to the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Port Orange Gateway Center Planned Commercial Development (PCD) is to provide the regulatory framework to create one new commercial lot along with development requirements for the new lot. The development proposal is to subdivide Lot 3 (the existing Target retail store) into two lots (Lot 3 and 3A). The location of the proposed new lot (Lot 3A) and the modified Lot 3 is shown in Figure 1 below.



Lot 3 will contain the existing Target building and most of the parking lot. The proposed Lot 3A is currently part of the Target overflow parking lot located south of Chick-Fil-A. If approved, Lot 3A will be developed with a $\pm 10,250$ square-foot commercial multi-tenant building. The total parking required for the Target retail store (Lot 3) is 600 spaces and the multi-tenant building (Lot 3A) is 41 spaces. There will be 765 spaces on Lot 3 and 89 spaces on Lot 3A after Lot 3A is developed.

The lot will be accessed from the current driveways off Dunlawton Avenue and Yorktowne Boulevard. Cross-access easements already exist as an internal network for vehicles and pedestrians to move between the lots.

The permitted uses proposed in the amendment for the new lot (Lot 3A) include: restaurants, retail sales and services, personal services, professional and medical offices, business services, financial services, furniture and appliance stores, office supplies, brewery, microbrewery, and craft food and beverage producer. These uses allow a variety of tenants to occupy the new building and are compatible with the uses allowed on the other lots within the Gateway Center PCD and within the City's other commercial zoning districts.

The following is an analysis of the requested deviations from the Land Development Code (LDC) proposed in the Eighth Amendment.

Off-Site Signage: Target currently has a monument sign on Dunlawton Avenue (Figure 2). The applicant is proposing to keep the current Target monument sign on Dunlawton Avenue at the current location. If the proposed lot configuration is approved, the existing Target sign would be located on Lot 3A and considered off-site signage. According to the LDC, off-site signage is any sign that directs attention to a business not conducted or available on the premises where their sign is located.

The existing Target sign would remain located in the same place along Dunlawton Avenue, north of the driveway at Panera Bread. According to the applicant, the off-site signage is being requested due to the lot configuration of the proposed lot layout. The off-site signage on Lot 3A would only identify the Target store located on Lot 3. If the off-site single-tenant sign is replaced it will be designed to meet the height, sign area, and design requirements in the LDC.

The applicant also states that there is limited room to install a sign on Lot 3 because it has limited frontage on Dunlawton Avenue along with the existing driveway and mature trees in the 50' landscape buffer. The applicant considered placing the Target sign on Lot 3, but ultimately preferred keeping the existing Target sign on Lot 3A. However, this



Figure 2

is considered off-site signage and cannot be permitted without PCD policy approval. If the target sign was placed on Lot 3, the applicant would not have to request for an off-site sign to identify Target. The request does not increase the total number of monument signs on Dunlawton Avenue, but rather permits flexibility for Target as to the location of their monument sign.

Wall Signage Height: Wall signage will be provided as required by the Land Development Code (LDC), except for the wall sign height requirement. The applicant has proposed a wall sign height requirement for Lot 3A to be 25% of the building height for tenants located in a multitenant building instead of the 2-foot maximum height required by the LDC. Similar requests have been approved at other shopping centers.

A maximum sign height limit of 25% of building height was approved as part of the Altamira, The Pavilion, and Dunlawton Square PCDs. The wall sign height for the multi-tenant building (Starbucks and Chipotle) on Lot 6A of the Gateway Center PCD is 25% of the building height and was approved through a PCD amendment in 2012. The typical height for wall signage within these PCDs for the non-anchor tenants has ranged between 2.5' to 3.5' for the multi-tenant units. According to the applicant, national tenants typically prefer wall signage between 2.5' to 3.5' in height, and a consistent height requirement for all the tenants would provide flexibility in locating tenants within the center.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated *Commercial* on the City's Future Land Use (FLU) Map. The original PCD zoning district and MDA were found to be consistent with the City's Comprehensive Plan when it was approved in 1999. The proposed amendment does not change the FLU designation for the PCD property and is consistent with the general intent of the Comprehensive Plan.

SUMMARY OF POLICY ISSUES

As part of its review of the amendment proposal, the Planning Commission and City Council will need to consider the following deviations from the LDC:

1. Allow off-site signage for Target (Lot 3) on Lot 3A; and
2. Allow the wall sign height requirement to be 25% of the building height feet for tenants located in a multi-tenant building on Lot 3A.

RECOMMENDATION

Staff recommends **approval** of the Eighth Amendment to the Port Orange Gateway Center PCD Master Development Agreement and Conceptual Development Plan, subject to review by the City Attorney as to legal form and content.

ATTACHMENT

Exhibit 1 – Eighth Amendment to the Gateway Center MDA and CDP (see Ordinance Exhibit)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/04/2018

Consent item: No

SUBJECT: (G16) Second Reading – Ordinance No. 2017-33 - 2017 Comprehensive Plan Capital Improvements Element (CIE) Annual Update Case No. 17-27500001

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Ordinance No.2017-33, amending the Capital Improvements Element of the City's Comprehensive Plan, in accordance with Florida Statutes.

SUMMARY: PLANNING COMMISSION ACTION 11/16/17: Recommended approval

Each year, the City is required to amend their Comprehensive Plan Capital Improvements Element (CIE) to include projects from the City's current Capital Improvements Program (CIP). The projects copied from the CIP are primarily improvements needed to maintain the City's adopted level of service (LOS) standards for public facilities. These facilities include water, sewer, stormwater, solid waste, roads, parks, and schools. On September 19, 2017, the City Council approved the Capital and Operating Budgets which included the CIP for FY 17/18 – 22/23 dated August 15, 2017 containing various projects to support the LOS for City public facilities. The proposed amendments take these projects previously approved by Council with the CIP and adds them into the CIE. All of the required public facilities meet the City's adopted level of service standards.

State law requires that local governments update their Comprehensive Plan Capital Improvements Element (CIE) every year to show that they have funded or planned to fund the public facility improvements needed to support their population. The proposed amendments in Exhibit A are required to be in the underline/strikethrough format. For each table or text that is to be updated from the prior year (FY16/17 – 21/22) to the current year CIP (FY17/18 – 22/23) the deleted prior year text is struck through and the added current year text is underlined. Text neither struck through nor underlined remains as existing text.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2017-33	Ord. No. 2017-33 .pdf
2.	Ord. No. 2017-33 - Exhibit A	Ex A_ 2017 CIE Update.pdf
3.	Staff Report	2017 CIE Update_CC staff report.pdf

Robin Fenwick

Created/Initiated - 12/18/2017

ORDINANCE NO. 2017-33

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING THE
COMPREHENSIVE PLAN CAPITAL IMPROVEMENT
ELEMENT; PROVIDING FOR THE FY2018-2023 FIVE
YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AND
SUPPORTING DATA; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES AND RESOLUTIONS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, after careful review, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding the adoption of the Five Year Schedule of Capital Improvements as set forth in the Capital Improvement Element of the Comprehensive Plan for the City of Port Orange including supporting data; and

WHEREAS, Section 163.3177(3), Florida Statutes (2017) requires the City to review the Capital Improvement Element annually, together with other elements or sub-elements that are directly related to the Five Year Schedule of Capital Improvements; and

WHEREAS, the attached documents incorporate data from the Transportation Planning Organization (TPO) Transportation Improvements Program (TIP) and the Volusia County School District Five-Year Work Program; and

WHEREAS, the City Council has provided an opportunity to receive comments and proposals from the general public with regard to the adoption of the Five Year Schedule of Capital Improvements; and

WHEREAS, the City has determined that this ordinance may be published in accordance with Section 166.041(3)(a), Florida Statutes (2017); and

WHEREAS, the City Council has received comments on the proposed amendment to the Comprehensive Plan; 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, 2016-26, 2017-4 and this ordinance; and including Binder No. 2, Supporting Data.

Section 2. The City Council hereby adopts an amendment setting forth the Five Year Schedule of Improvements for the Capital Improvements Element for the Comprehensive Plan City of Port Orange 2010-2025, as attached hereto as **Exhibit “A”**, and incorporated herein by this reference.

Section 3. The Community Development Director or designee is hereby authorized to transmit copies of the proposed amendment to the Capital Improvement Element of the Comprehensive Plan City of Port Orange 2010-2025 to the appropriate agencies and to any other unit of local government.

Section 4. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. 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 6. 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

Annual Update to the Capital Improvements Element

~~Strikethrough~~ indicates text is to be deleted; Underline
indicates text is to be added

Please Note: No changes after page 10-23

COMPREHENSIVE PLAN

CAPITAL IMPROVEMENTS ELEMENT

Policy Document

CHAPTER 10: CAPITAL IMPROVEMENTS ELEMENT

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CHAPTER 10: CAPITAL IMPROVEMENTS ELEMENT1

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INVENTORY OF MAPS

FIGURE 10 – 1 CAPITAL IMPROVEMENT PROJECTS

INTRODUCTION

Under the 1985 Growth Management Act, local governments are mandated to plan for the availability of public facilities and services to support development and the impacts of such development. The purpose of the Capital Improvements Element (CIE) and the Capital Improvements Schedule (Schedule) is to identify the capital improvements that are needed to implement the Comprehensive Plan and ensure that the adopted Level of Service (LOS) Standards are achieved and maintained for concurrency related facilities.

The 2005 Growth Management Act requires the Schedule to be financially feasible. As defined by Chapter 163.3164(32) F.S., in order for a Schedule to be financially feasible it must demonstrate that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5. These revenues must be adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted LOS standards are achieved and maintained within the period covered by the 5-year Schedule. The requirement that LOS standards be achieved and maintained does not apply if the proportionate-share process set forth in Chapter 163.3180(12) and (16), F.S., is used.

This Element, intended to demonstrate the financial feasibility of the City of Port Orange's Comprehensive Plan, commences in the fiscal year ~~2016/17~~2017/18 and identifies potential projects for the initial five-year planning period. Individual Capital Improvement needs identified in this Element are, for the most part, those improvements which cost \$25,000 or more and are generally non-recurring purchase items. The capital improvements identified in the other Elements of this Comprehensive Plan are listed with a brief description in Table 1 along with their estimated cost, funding source, and projected year of expenditure. The improvements are listed by type of service, related to the various Elements of the Comprehensive Plan. As required by Section 9J-5.016, F.A.C., the Capital Improvements Element addresses existing and future capital improvements needed for at least the first five fiscal years after the adoption of the comprehensive plan. Therefore, Table 1 lists improvements identified for the years ~~2017-2022~~2018-2023.

The capital improvements projects listed in Table 1 are not inclusive of all anticipated capital expenditures by the City during the designated time period. For the most part, the list of improvements has been limited to the capital projects required to meet or maintain adopted LOS standards or implement the Goals, Objectives, and Policies of the Comprehensive Plan. Improvements on a smaller scale (generally under \$25,000 in cost) are outlined in the City's five-year Capital Improvement Program and annual budget as they are needed over time. ~~Tables 1A-E, provided as a supplement to Table 1, list specific improvements to the City's water and sewer system, as well as specific street resurfacing projects for the years 2017-2022, and current transportation proportionate fair share agreements.~~

CAPITAL IMPROVEMENTS ELEMENT

TABLE 1
CAPITAL IMPROVEMENTS SCHEDULE

<u>Project</u>	<u>FY 17-18</u>	<u>FY 18-19</u>	<u>FY 19-20</u>	<u>FY 20-21</u>	<u>FY 21-22</u>	<u>FY 22-23</u>	<u>Total</u>
WATER							
<u>029408 Water System Replacement/Upsizing</u>	<u>675,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>600,000</u>	<u>400,000</u>	<u>400,000</u>	<u>4,075,000</u>
<u>Water/Sewer Operating (401)</u>	<u>-</u>	<u>450,000</u>	<u>450,000</u>	<u>400,000</u>	<u>200,000</u>	<u>200,000</u>	<u>1,700,000</u>
<u>Water/Sewer R&R (403)</u>	<u>300,000</u>	<u>300,000</u>	<u>300,000</u>	<u>50,000</u>	<u>200,000</u>	<u>200,000</u>	<u>1,350,000</u>
<u>Water Impact Fee (405)</u>	<u>375,000</u>	<u>250,000</u>	<u>250,000</u>	<u>150,000</u>	<u>-</u>	<u>-</u>	<u>1,025,000</u>
Total	<u>675,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>600,000</u>	<u>400,000</u>	<u>400,000</u>	<u>4,075,000</u>
<u>Planned replacement of undersized galvanized steel piping in older sections of the city and peninsula area. Target areas to be accomplished based on current priorities. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1, 2.6 and 2.7)</u>							
<u>029409 Water System Extensions/Upsizing</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>450,000</u>	<u>50,000</u>	<u>700,000</u>
<u>Water Impact Fee (405)</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>450,000</u>	<u>50,000</u>	<u>700,000</u>
Total	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>450,000</u>	<u>50,000</u>	<u>700,000</u>
<u>Provide water service to existing residential areas not presently served by the City and provide for greater system redundancy and looping. Additional water main installations that serve to reinforce the distribution system to eliminate or avoid areas of substandard water pressure. (Consistent w/ Comp Plan: Pot. Water, Policy 2.2, 2.4 and 2.5)</u>							
<u>039493 Water Treatment Plant R&R - Equipment</u>	<u>150,000</u>	<u>200,000</u>	<u>225,000</u>	<u>420,000</u>	<u>250,000</u>	<u>275,000</u>	<u>1,520,000</u>
<u>Water/Sewer Operating (401)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Water/Sewer R&R (403)</u>	<u>150,000</u>	<u>200,000</u>	<u>225,000</u>	<u>420,000</u>	<u>250,000</u>	<u>275,000</u>	<u>1,520,000</u>
Total	<u>150,000</u>	<u>200,000</u>	<u>225,000</u>	<u>420,000</u>	<u>250,000</u>	<u>275,000</u>	<u>1,520,000</u>
<u>Planned improvements for City's water treatment plant and various wells per Table 2A Water Treatment Plant Improvements. (Consistent w/ Comp Plan: Pot. Water, Policy 1.7 and San. Swr., Policy 1.6)</u>							
TOTAL - WATER	<u>875,000</u>	<u>1,250,000</u>	<u>1,275,000</u>	<u>1,070,000</u>	<u>1,100,000</u>	<u>725,000</u>	<u>6,295,000</u>
SANITARY SEWER							
<u>049467 Sewer System Rehabilitation</u>	<u>500,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>5,500,000</u>
<u>Water/Sewer Operating (401)</u>	<u>500,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>5,500,000</u>
Total	<u>500,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>5,500,000</u>
<u>Rehabilitation of aging sewer collection system, especially areas with clay pipe. Reduce inflow and infiltration per Table 2C Sewer System Rehabilitation. (Consistent w/ Comp Plan: San. Swr., Policy 1.5 and 4.3)</u>							
<u>038964 Water Reclamation Facility R&R</u>	<u>500,000</u>	<u>885,000</u>	<u>875,000</u>	<u>900,000</u>	<u>925,000</u>	<u>950,000</u>	<u>5,035,000</u>
<u>Water/Sewer Operating (401)</u>	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>50,000</u>
<u>Water/Sewer R&R (403)</u>	<u>450,000</u>	<u>885,000</u>	<u>875,000</u>	<u>900,000</u>	<u>925,000</u>	<u>950,000</u>	<u>4,985,000</u>
Total	<u>500,000</u>	<u>885,000</u>	<u>875,000</u>	<u>900,000</u>	<u>925,000</u>	<u>950,000</u>	<u>5,035,000</u>
<u>Scheduled facility repair and equipment replacement of electrical and mechanical system components for the City's wastewater treatment plant per Table 2D Wastewater Treatment Plant Improvements. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1 and 2.6 along with San. Swr, Policy 1.6)</u>							
<u>201653 Riverwalk Utilities</u>	<u>-</u>	<u>225,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>225,000</u>
<u>Sewer Impact Fee (405)</u>	<u>-</u>	<u>225,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>225,000</u>
Total	<u>-</u>	<u>225,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>225,000</u>

CAPITAL IMPROVEMENTS ELEMENT

Project	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
<u>Utility improvements/replacements/upgrades along the east side of Ridgewood Avenue north of Oceans Avenue. Gravity sewer line and four manholes to eliminate a pump station and upsizing an existing 6" water line to 8" water line. To be constructed in conjunction with the Riverwalk 1B Phased Project. (Consistent w/ Comp Plan: FLU, Policy 5.2.1; Pot. Water, Policy 2.7; San Swr 4.2 and 4.3)</u>							
089409 Sewer System Expansion	300,000	300,000	3,000,000	3,000,000	-	-	6,600,000
Sewer Impact Fee (405)	300,000	300,000	2,000,000	2,000,000	-	-	4,600,000
Future Grant/Bonds	-	-	1,000,000	1,000,000	-	-	2,000,000
Total	300,000	300,000	3,000,000	3,000,000	-	-	6,600,000
<u>Sewer system construction at locations that are currently on septic. The locations and the priorities will be determined by the Wide Trim study, scheduled for completion June 2017. (Consistent w/ Comp Plan: San. Swr., Policy 2.2. and 2.3)</u>							
TOTAL - SANITARY SEWER	1,300,000	2,410,000	4,875,000	4,900,000	1,925,000	1,950,000	17,360,000
WATER & SANITARY SEWER							
038710 City Cost Participation	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Water Impact Fee (405)	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Sewer Impact Fee (405)	50,000	50,000	50,000	50,000	50,000	50,000	300,000
-							
Total	100,000	100,000	100,000	100,000	100,000	100,000	600,000
<u>Citywide annual cost participation program with new development to upsize various water and sewer lines, extension of various mains, upsizing of lift stations, and other miscellaneous items. (Consistent w/ Comp Plan: San. Swr., Policy 4.2 and Pot. Water, Policy 2.5 & 2.7)</u>							
TOTAL - WATER & SAN. SEWER	100,000	100,000	100,000	100,000	100,000	100,000	600,000
TRANSPORTATION							
430201 Road Program	800,000	800,000	-	-	-	-	1,600,000
Capital Projects (301)	800,000	800,000	-	-	-	-	1,600,000
Total	800,000	800,000	-	-	-	-	1,600,000
<u>Annual citywide resurface program for existing streets and collector roads, per Table 1E Street Resurfacing Projects. (Consistent w/ Comp Plan: Transp. Objective 2.14 and 2.7)</u>							
Yorktowne Blvd Middle Segment	-	675,000	-	-	-	-	675,000
Prop. Fair Share / Other / Grant	-	675,000	-	-	-	-	675,000
Total	-	675,000	-	-	-	-	675,000
<u>Estimated project cost is \$2,400,000. Currently, \$1,725,000 has been funded in previous fiscal years. This project is proposed as a 4-lane divided curb and gutter section designed to Volusia County standards. It is composed of 1600' of 4 lane roadway and 800' of improvements in the existing 2-3 lane section to the south of Hidden Lakes Drive, including turn lanes and transition tapers in the existing Yorktowne Blvd. and Hidden Lakes section. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.9, 2.13 and 2.14)</u>							
200905 Williamson Blvd. N. of Pavilion	-	-	-	220,000	261,000	2,200,000	2,681,000
Developer Fairshare Contr. (Planned)	-	-	-	220,000	261,000	2,200,000	2,681,000
Total	-	-	-	220,000	261,000	2,200,000	2,681,000
<u>This project involves adding 2 lanes to the existing 2 lane Williamson Blvd. roadway from the north boundary of the Pavilion project north to Townwest Blvd., a 0.53-mile section. Project cost estimates are based on construction of an additional 2 travel lanes within the existing right-of-way with minimal impact to the existing roadway. The new construction will require stormwater treatment and it will be necessary to acquire an estimated 1 acre of off-site property for this purpose. (Consistent w/ Comp Plan: Transp. Objective 2.6, 2.7, 2.13, and 2.14)</u>							
200907 Coraci Blvd. Extension	-	-	-	-	257,000	2,150,000	2,407,000
Developer Fairshare Contr. (Planned)	-	-	-	-	257,000	2,150,000	2,407,000
Total	-	-	-	-	257,000	2,150,000	2,407,000

CAPITAL IMPROVEMENTS ELEMENT

Project	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
This project involves construction of a 1/2 mile 2-lane divided roadway extending Coraci Blvd. 2600' from the south limits of Coquina Cove III to Carmody Lake Drive within the existing undeveloped right-of way. Drainage improvements are projected to be constructed in the right-of-way. This will serve as an alternate route and reliever route for traffic generated by the Forest Lakes subdivision and to a lesser extent to Coquina Cove and reduce impacts on Taylor Road. This roadway is indicated as a future collector road in the Comprehensive Plan. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.10, and 2.14)							
201008 Yorktowne Blvd North Section (Nautica Lakes)	-	1,200,000	-	-	-	-	1,200,000
Developer Fairshare Contr. (Planned)	-	1,200,000	-	-	-	-	1,200,000
Total	-	1,200,000	-	-	-	-	1,200,000
This project is proposed as a 4-lane divided curb and gutter section designed to the Volusia County standards. The roadway design is complete and was done in conjunction with the Nautica Lakes development. This improvement is required to complete the Yorktowne Boulevard connection between Hidden Lakes Drive and Willow Run Boulevard. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.9, 2.13 and 2.14)							
201015 Willow Run Boulevard Widening	-	-	25,000	200,000	1,125,000	-	1,350,000
Capital Projects (301)	-	-	3,000	20,000	225,000	-	248,000
TPO Funds	-	-	22,000	180,000	900,000	-	1,102,000
Total	-	-	25,000	200,000	1,125,000	-	1,350,000
A ¼-mile segment of Willow Run east of Williamson Boulevard to the proposed intersection of the Yorktowne Boulevard extension will need to be improved to accommodate future traffic flows diverted from Williamson Boulevard and future traffic on the new Yorktowne north extension. A traffic circle or other improvements at the Willow Run/Yorktowne intersection will be considered as part of the design. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.9, 2.13, and 2.14)							
201647 WB Dunlawton Ave Right Turn Lane and City Cir Pkwy	32,000	282,000	-	-	-	-	314,000
Capital Projects (301)	-	66,000	-	-	-	-	66,000
TPO Funds	32,000	216,000	-	-	-	-	248,000
Total	32,000	282,000	-	-	-	-	314,000
This project consists of a proposal to construct a westbound right turn lane on Dunlawton Avenue at the intersection with City Center Parkway to improve traffic flow and reduce delays for turning vehicles and Dunlawton Avenue through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for westbound Dunlawton Avenue vehicles turning right. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)							
201750 Eastbound Dunlawton Ave Right Turn Lane at Clyde Morris Blvd.	-	82,000	421,000	-	-	-	503,000
Capital Projects (301)	-	8,000	84,000	-	-	-	92,000
TPO Funds	-	74,000	337,000	-	-	-	411,000
Total	-	82,000	421,000	-	-	-	503,000
This project consists of a proposal to construct a right turn lane on eastbound Dunlawton Avenue at the intersection with Clyde Morris Boulevard to improve traffic flow and reduce delays for turning vehicles and through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for eastbound vehicles turning right. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)							
201751 WB Dunlawton Ave Right Turn Lane at Nova Rd.	-	260,000	70,000	394,000	-	-	724,000
Capital Projects (301)	-	-	7,000	79,000	-	-	86,000
General Capital Replacement (317)	-	260,000	-	-	-	-	260,000

CAPITAL IMPROVEMENTS ELEMENT

Project	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
TPO Funds	-	-	63,000	315,000	-	-	378,000
Total	-	260,000	70,000	394,000	-	-	724,000
This project consists of a proposal to construct a right turn lane on westbound Dunlawton Avenue at the intersection with Nova Road to improve traffic flow and reduce delays for turning vehicles and through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for westbound vehicles turning right. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)							
201856 Eastbound Herbert St. Left Turn Lane at Nova Rd.	15,000	50,000	330,000	-	-	-	395,000
Capital Projects (301)	2,000	5,000	60,000	-	-	-	67,000
TPO Funds	13,000	45,000	270,000	-	-	-	328,000
Total	15,000	50,000	330,000	-	-	-	395,000
This project consists of a proposal to construct an extension to the existing eastbound left turn lane on Herbert Street at the intersection with Nova Road to improve traffic flow and reduce delays for turning vehicles and Herbert Street eastbound through vehicles. Additional right-of-way is anticipated to be necessary for this project. The project will add roadway capacity at the intersection and reduce delays for eastbound Herbert Street vehicles traveling through or turning left or right onto Nova Road. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)							
201860 Madeline Ave Median and Turn Ln Project	15,000	60,000	344,000	-	-	-	419,000
Capital Projects (301)	2,000	6,000	74,000	-	-	-	82,000
TPO Funds	13,000	54,000	270,000	-	-	-	337,000
Total	15,000	60,000	344,000	-	-	-	419,000
This project consists of modifying the existing median in Madeline Avenue, west of Clyde Morris Boulevard and the eastbound Madeline Avenue left turn lane to improve traffic flow, reduce delays for turning vehicles, reduce maintenance cost, and improve intersection safety. Additional right-of-way is not anticipated for this project. The City submitted the project for TPO funding in Spring 2017. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)							
TOTAL - TRANSPORTATION	862,000	3,409,000	1,190,000	814,000	1,643,000	4,350,000	12,268,000
DRAINAGE							
201764 Yorktowne Blvd Sidewalk Drainage Improvements	120,000	-	-	-	-	-	120,000
Drainage Fund 412	120,000	-	-	-	-	-	120,000
Total	120,000	-	-	-	-	-	120,000
The sidewalks on Yorktowne Boulevard between Bourbon Street and Hidden Lakes Drive experience standing water over the sidewalks after most rain events due to the grade of the sidewalk being below the stormwater retention (swale) area of the City's right-of-way. The project would consist of analysis, design, and construct drainage improvements or to design and remove the existing sidewalk and change the existing grade to bring the construction of the new sidewalk above the grade of the retention (swale) area of the City's right-of-way. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)							
201865 Virginia Ave and Monroe St. Drainage Basin	2,010,000	679,000	-	-	-	-	2,689,000
Drainage Fund 412	297,000	329,000	-	-	-	-	626,000
Grants/Other	1,713,000	350,000	-	-	-	-	2,063,000
Total	2,010,000	679,000	-	-	-	-	2,689,000
This project will provide solutions to address the flooding between Virginia Ave and Monroe St which will include construction of stormwater pump stations with force mains, retention ponds, and additional conveyance enhancements including pipes and inlets. The construction of the retention ponds and pumps will require the acquisition and purchase of land and relocation of utilities where needed. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)							
201866 Storm Water Master Plan Phase II	380,000	-	-	-	-	-	380,000

CAPITAL IMPROVEMENTS ELEMENT

Project	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Drainage Fund 412	380,000	-	-	-	-	-	380,000
Total	380,000	-	-	-	-	-	380,000
The Stormwater Master plan update will identify corrective measures to alleviate existing deficiencies in the system and proactively plan for new improvements needed to accommodate future development. The Stormwater Master Plan will help prioritize spending for future capital drainage projects and ensure existing stormwater drainage systems are adequately and proactively maintained. The current estimated cost to update the Stormwater Master Plan is \$605,000.00. Phase 1 of the plan began in Fiscal Year 2016 at a cost of \$247,340.00. This phase only included the Eastern Basin and the vicinity of District I and IV. Phase 2 of the plan is anticipated to begin in Fiscal Year 2018 at a cost of \$380,00.00. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)							
TOTAL - DRAINAGE	2,510,000	679,000	-	-	-	-	3,189,000
RECREATION							
201545 Riverwalk Park	100,000	1,500,000	-	-	-	-	1,600,000
General Capital Rplcmnt Fund (317)	100,000	-	-	-	-	-	100,000
Grants/Other	-	1,500,000	-	-	-	-	1,500,000
Total	100,000	1,500,000	-	-	-	-	1,600,000
The City Council and Town Center CRA have placed a priority on developing a public park at Riverwalk. This predominately passive public park area is envisioned to be a community open space that will enhance Port Orange's image as a waterfront community. (Consistent w/ Comp Plan: Recreation-Future Facilities Table; Policy 1.5; Policy 5.4; Figure 6-1)							
TOTAL - RECREATION	100,000	1,500,000	-	-	-	-	1,600,000
TOTAL - CAPITAL IMPROVEMENTS	5,747,000	9,348,000	7,440,000	6,884,000	4,768,000	7,125,000	41,312,000

Project	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total
WATER							
029408 Water System Replacement/Upsizing	1,000,000	—	600,000	700,000	1,000,000	1,400,000	-4,700,000
Water/Swr Oprating (401)	325,000	—	-400,000	-370,000	-450,000	650,000	-2,195,000
Water/Sewer R&R (403)	300,000	—	-50,000	-155,000	300,000	500,000	-1,305,000
Water Impact Fee (405)	375,000	—	150,000	-175,000	250,000	250,000	-1,200,000
Total	-1,000,000	—	600,000	700,000	1,000,000	1,400,000	4,700,000
Planned replacement of undersized galvanized steel piping in older sections of the city and peninsula area. Target areas to be accomplished based on current priorities. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1, 2.6 and 2.7)							
029409 Water System Extensions/Upsizing	—50,000	—50,000	—50,000	50,000	—50,000	450,000	-700,000
Water Impact Fee (405)	—50,000	—50,000	—50,000	50,000	—50,000	450,000	700,000
Total	-50,000	50,000	-50,000	50,000	-50,000	450,000	-700,000
Provide water service to existing residential areas not presently served by the City and provide for greater system redundancy and looping. Additional water main installations that serve to reinforce the distribution system to eliminate or avoid areas of substandard water pressure. (Consistent w/ Comp Plan: Pot. Water, Policy 2.2, 2.4 and 2.5)							
039493 Potable Water Plant Reno/Rplemnts	430,000	200,000	350,000	350,000	295,000	500,000	2,125,000
Water/Swr Oprating (401)	—	—	—	—	—	—	—
Water/Sewer R&R (403)	-430,000	-200,000	-350,000	-350,000	-295,000	500,000	-2,125,000
Total	-430,000	-200,000	-350,000	-350,000	-295,000	500,000	-2,125,000
Planned improvements for City's water treatment plant and various wells per Table 2A Water Treatment Plant Improvements. (Consistent w/ Comp Plan: Pot. Water, Policy 1.7 and San. Swr., Policy 1.6)							
TOTAL—WATER	-1,480,000	250,000	1,000,000	1,100,000	1,345,000	2,350,000	7,525,000

CAPITAL IMPROVEMENTS ELEMENT

Project	FY-16-17	FY-17-18	FY-18-19	FY-19-20	FY-20-21	FY-21-22	Total
SANITARY SEWER-							
049467 Sewer System Rehabilitation	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	6,000,000
Water/Swr Oprating (401)	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	6,000,000
Total	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	6,000,000
Rehabilitation of aging sewer collection system, especially areas with clay pipe. Reduce inflow and infiltration per Table 2C Sewer System Rehabilitation. (Consistent w/ Comp Plan: San. Swr., Policy 1.5 and 4.3)							
038964 Reclaimed Water Plant Reno/Rplemnts	705,000	920,000	400,000	310,000	820,000	-40,000	3,195,000
Water/Sewer R&R (403)	705,000	920,000	400,000	310,000	820,000	-40,000	3,195,000
Total	705,000	920,000	400,000	310,000	820,000	40,000	3,195,000
Scheduled facility repair and equipment replacement of electrical and mechanical system components for the City's wastewater treatment plant per Table 2D Wastewater Treatment Plant Improvements. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1 and 2.6 along with San. Swr, Policy 1.6)							
201653 Riverwalk Util	—	—	225,000	—	—	—	225,000
Sewer Impact Fee (405)	—	—	225,000	—	—	—	225,000
Total	—	—	225,000	—	—	—	225,000
Utility improvements/replacements/upgrades along the east side of Ridgewood Avenue north of Oceans Avenue. Gravity sewer line and four manholes to eliminate a pump station and upsizing an existing 6" water line to 8" water line. To be constructed in conjunction with the Riverwalk 1B Phased Project. (Consistent w/ Comp Plan: FLU, Policy 5.2.1; Pot. Water, Policy 2.7; San. Swr 4.2 and 4.3)							
TOTAL - SANITARY SEWER	1,705,000	1,920,000	1,625,000	1,310,000	1,820,000	1,040,000	9,420,000
WATER & SANITARY SEWER-							
038710 City Cost Participation	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Water Impact Fee (405)	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Sewer Impact Fee (405)	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Total	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Citywide annual cost participation program with new development to upsize various water and sewer lines, extension of various mains, upsizing of lift stations, and other miscellaneous items. (Consistent w/ Comp Plan: San. Swr., Policy 4.2; Pot. Water, Policy 2.5 & 2.7)							
TOTAL - WATER & SAN. SEWER	100,000	100,000	100,000	100,000	100,000	100,000	600,000
TRANSPORTATION-							
430201 Road Program	747,500	—	—	—	—	—	747,500
Capital Projects (301)	747,500	—	—	—	—	—	747,500
Total	747,500	—	—	—	—	—	747,500
Annual citywide resurface program for existing streets and collector roads, per Table 1E Street Resurfacing Projects. (Consistent w/ Comp Plan: Transp. Objective 2.14 and 2.7)							
PNC007 Yorktowne Blvd Middle Segment	—	—	675,000	—	—	—	675,000
Prop. FairShare/Other/Grant	—	—	675,000	—	—	—	675,000
Total	—	—	675,000	—	—	—	675,000
Estimated project cost is \$2,400,000. Currently, \$1,725,000 has been funded in previous fiscal years. This project is proposed as a 4 lane divided curb and gutter section designed to Volusia County standards. It is composed of 1600' of 4 lane roadway and 800' of improvements in the existing 2-3 lane section to the south of Hidden Lakes Drive, including turn lanes and transition tapers in the existing Yorktowne Blvd. and Hidden Lakes section. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.9, 2.13 and 2.14)							
200905 Williamson Blvd. N. of Pavilion	—	—	—	220,000	261,000	2,200,000	2,681,000
Developer Fairshare Contr. (Planned)	—	—	—	220,000	261,000	2,200,000	2,681,000

CAPITAL IMPROVEMENTS ELEMENT

Project	FY-16-17	FY-17-18	FY-18-19	FY-19-20	FY-20-21	FY-21-22	Total
Total	—	—	—	-220,000	-261,000	2,200,000	-2,681,000
This project involves adding 2 lanes to the existing 2 lane Williamson Blvd. roadway from the north boundary of the Pavilion project north to Townwest Blvd., a 0.53 mile section. Project cost estimates are based on construction of an additional 2 travel lanes within the existing right-of-way with minimal impact to the existing roadway. The new construction will require stormwater treatment and it will be necessary to acquire an estimated 1 acre of off-site property for this purpose. (Consistent w/ Comp Plan: Transp. Objective 2.6, 2.7, 2.13, and 2.14)							
200907 Coraci Blvd. Ext	—	—	—	—	257,000	2,150,000	-2,407,000
Developer Fairshare Contr. (Planned)	—	—	—	—	-257,000	2,150,000	2,407,000
Total	—	—	—	—	257,000	2,150,000	2,407,000
This project involves construction of a 1/2 mile 2 lane divided roadway extending Coraci Blvd. 2600' from the south limits of Coquina Cove III to Carmody Lake Drive within the existing undeveloped right of way. Drainage improvements are projected to be constructed in the right-of-way. This will serve as an alternate route and reliever route for traffic generated by the Forest Lakes subdivision and to a lesser extent to Coquina Cove and reduce impacts on Taylor Road. This roadway is indicated as a future collector road in the Comprehensive Plan. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.10, and 2.14)							
201008 Yorktowne Blvd N Section (Nautica Lks)	-60,000	—	1,200,000	—	—	—	1,260,000
Transportation Impact Fee Fund (312)	-6,000	—	120,000	—	—	—	126,000
TPO Funds	-54,000	-	1,080,000	-	-	-	-1,134,000
Total	60,000	—	1,200,000	—	—	—	-1,260,000
This project is proposed as a 4 lane divided curb and gutter section designed to the Volusia County standards. The roadway design is complete and was done in conjunction with the Nautica Lakes development. This improvement is required to complete the Yorktowne Boulevard connection between Hidden Lakes Drive and Willow Run Boulevard. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.9, 2.13 and 2.14)							
201015 Willow Run Boulevard Widening	—	—	—	180,000	1,500,000	—	-1,680,000
Capital Projects (301)	—	—	—	180,000	1,500,000	—	-1,680,000
Total	—	—	—	-180,000	1,500,000	—	1,680,000
A 1/4 mile segment of Willow Run east of Williamson Boulevard to the proposed intersection of the Yorktowne Boulevard extension will need to be improved to accommodate future traffic flows diverted from Williamson Boulevard and future traffic on the new Yorktowne north extension. A traffic circle or other improvements at the Willow Run/Yorktowne intersection will be considered as part of the design. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.9, 2.13, and 2.14)							
201647 WB Dunlawton Ave R-Turn Ln/ City Cir-Plwy	-30,000	201,500	—	—	—	—	-231,500
Capital Projects (301)	-3,000	-20,150	—	—	—	—	23,150
TPO Funds	-27,000	181,350	—	-	-	-	208,350
Total	-30,000	-201,500	—	—	—	—	-231,500
This project consists of a proposal to construct a westbound right turn lane on Dunlawton Avenue at the intersection with City Center Parkway to improve traffic flow and reduce delays for turning vehicles and Dunlawton Avenue through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for westbound Dunlawton Avenue vehicles turning right. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)							
201750 EB Dunlawton Ave Right Turn Lane	-	-15,000	-40,000	210,000	—	—	-265,000
Capital Projects (301)	—	-1,500	-4,000	21,000	—	—	-26,500
TPO Funds	—	-13,500	-36,000	189,000	-	-	-238,500
Total	—	-15,000	40,000	-210,000	—	—	-265,000
This project consists of a proposal to construct a right turn lane on eastbound Dunlawton Avenue at the intersection with Clyde Morris Boulevard to improve traffic flow and reduce delays for turning vehicles and through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for eastbound vehicles turning right. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)							
201751 WB Dunlawton Ave R-Turn Lane at Nova Rd.	—	-15,000	-40,000	210,000	—	—	-265,000

CAPITAL IMPROVEMENTS ELEMENT

Project	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total
Capital Projects (301)	—	—1,500	—4,000	21,000	—	—	—26,500
TPO Funds	—	—13,500	—36,000	189,000	-	-	—238,500
Total	—	—15,000	—40,000	210,000	—	—	—265,000
This project consists of a proposal to construct a right turn lane on westbound Dunlawton Avenue at the intersection with Nova Road to improve traffic flow and reduce delays for turning vehicles and through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for westbound vehicles turning right. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)							
TOTAL—TRANSPORTATION	—837,500	—231,500	1,955,000	—820,000	2,018,000	4,350,000	10,212,000
DRAINAGE							
201439 Halifax River Outfall Replacement	—60,000	615,000	—	—	—	—	—675,000
Drainage Fund 412	—60,000	615,000	—	—	—	—	675,000
Total	—60,000	—615,000	—	—	—	—	675,000
Replace stormwater discharge outfalls directly to the Halifax River and construct or reconstruct several headwalls. The City may also be installing engineered tidal gates at certain locations. (Consistent w/ Comp Plan: Drainage, Policy 1.2—1.4)							
201441 Southwinds Stormwater Pond Outfall Retrofit—Phase I	—	—	—	45,000	630,000	—	—675,000
Drainage Fund 412	—	—	—	45,000	630,000	—	—675,000
Total	—	—	—	—45,000	—630,000	—	—675,000
This project involves modification to the existing stormwater ponds of the Southwinds neighborhood stormwater system. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)							
201642 Howes Street Stormwater Imprvmnts	—49,000	—80,000	—	—	—	—	—129,000
Drainage Fund 412	—49,000	—80,000	—	—	—	—	—129,000
Total	—49,000	—80,000	—	—	—	—	—129,000
Howes Street experiences standing water several times a year due to not having a drainage system to convey the runoff. This project has two options: Option A would connect to existing 24" pipe and inlets and install 24" reinforced concrete pipe (RCP) with precast type "C" inlets east to the Westridge Avenue outfall. Option B would connect to existing 24" pipe and inlets and install 24" RCP with precast type "C" inlets west and south to Frederick Avenue and Depot Pond. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)							
201647 Pipe Rplemnt	—	—90,000	320,000	500,000	500,000	500,000	—1,910,000
Drainage Fund 412	—	—90,000	320,000	500,000	500,000	500,000	—1,910,000
Total	—	90,000	—320,000	—500,000	—500,000	—500,000	—1,910,000
Replace deteriorated and/or undersized corrugated metal pipes with properly sized reinforced concrete pipes to improve storm water conveyance to reduce potential for flooding. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)							
TOTAL—DRAINAGE	—109,000	—785,000	—320,000	—545,000	1,130,000	—500,000	—3,389,000
RECREATION							
201545 Riverwalk Park	—47,500	518,750	250,000	—	—	-	816,250
Gnrl Cptl Rplemnt Fnd(317)	—24,750	—	—	—	—	—	—24,750
Grants/Other	—22,750	518,750	250,000	—	—	—	—791,500
Total	—47,500	—518,750	—250,000	—	—	—	816,250
The City Council and Town Center CRA have placed a priority on developing a public park at Riverwalk. This predominately passive public park area is envisioned to be a community open space that will enhance Port Orange's image as a waterfront community. (Consistent w/ Comp Plan: Recreation—Future Facilities Table; Policy 1.5; Policy 5.4; Figure 6-1)							
201749 Halifax Dr Linear Park (Multi Prps Trl)	—30,000	100,000	600,000	—	—	—	—730,000
Tran Impact Fee Fnd(312)	—3,000	—10,000	—60,000	—	—	—	—73,000
TPO Funds	—27,000	—90,000	540,000	—	—	—	—657,000
Total	—30,000	—100,000	600,000	—	—	—	730,000

CAPITAL IMPROVEMENTS ELEMENT

Project	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total
This project will consist of a 7,050-foot (1.33-miles) long, minimum ten (10) foot wide paved or concrete trail/sidewalk within the Halifax Drive right-of-way from Dunlawton Avenue south to Commonwealth Boulevard along with parking facilities for residents who want to drive to the Linear Park to walk or bike. The Linear Park would provide a safe multi-purpose trail for all residents to walk or bike along the Halifax River. The proposed bicycle/pedestrian path will expand opportunities for residents to access existing parks located in the City and to the north (South Daytona Beach) and south (New Smyrna Beach) by biking or walking. (Consistent w/ Comp Plan: Recreation—Future Facilities Table; Policy 1.5; Policy 5.4; Figure 6-1)							
TOTAL RECREATION	77,500	618,750	850,000	—	—	—	-1,546,250
-							
TOTAL CAPITAL IMPROVEMENTS	4,309,000	3,905,250	5,850,000	3,875,000	6,413,000	8,340,000	32,692,250

Source: City of Port Orange, Department of Finance, Department of Community Development, 20162017

CAPITAL IMPROVEMENTS ELEMENT

TABLE 1A—WATER TREATMENT PLANT IMPROVEMENTS

Description	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total
Rpl roof at Cypress Head pump	-25,000	-	-	—	-	—	-25,000
Misc Facility Improvements	—	—	-50,000	-50,000	-50,000	50,000	-200,000
Replace and upgrade 4 Moyno	-250,000	—	-	—	-	—	250,000
Filter Media Replacement	—	125,000	-125,000	-	-	-	-250,000
Replace Lime Pumps	-	-	—	125,000	-125,000	-	-250,000
Replace polymer feed system	-40,000	—	-	—	—	—	40,000
Replace Chemical Feed Pumps	—	—	-100,000	-	-	125,000	225,000
Rpl flender accelator drive units	-	-	-	-40,000	-	—	40,000
Rpl 5 monochloramine analyzers	-85,000	—	-	-	—	-	—85,000
Rpl misc pump rotating assmbly	30,000	-75,000	-75,000	-45,000	-45,000	-75,000	—345,000
Backwash recovery pumps	—	—	—	—50,000	—	—	—50,000
Vacuum/filtrate pumps for press	—	—	—	—	—	-150,000	—150,000
Paint Cypress Hd pmp stn/tnk	—	—	—	—	—	—50,000	—50,000
Painting Water Plant	—	—	—	—	—75,000	—	—75,000
Painting 3 ground storage	—	—	—	—	-	—50,000	—50,000
Rpl Sftnr (Flenders) Drive Units	-	-	-	—40,000	—	-	—40,000
—Total— Plant Improvements:	430,000	-200,000	-350,000	350,000	295,000	500,000	-\$2,125,000

CAPITAL IMPROVEMENTS ELEMENT

~~TABLE 1B SEWER SYSTEM EXTENTIONS~~

Description	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total
Econ. Dvlpmnt => Citywide Various Locations	-	-	-	-	-	-	-
Total Sewer System Extensions	-	-	-	-	-	-	-

~~TABLE 1C SEWER SYSTEM REHABILITATION~~

Description	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total
Sea Bird Island, Intracoastal Villas, Family Worship Center, Lamplighter, Charles Street, Coral Way	1,000,000	—	—	—	—	—	1,000,000
Maplewood, Cambridge Villas, Baywood, Deep Water Landing, Ponce Inlet Master, Beacon Woods	-	1,000,000	-	-	-	-	1,000,000
Halifax Estates, Altamira/Super Car Wash, Parkwood, Christianey	-	-	1,000,000	-	-	-	1,000,000
Coraci/Plantation #2, Ravenwood, Lowes/Gateway, Cypress Head #2	-	-	-	1,000,000	-	-	1,000,000
Anglers, Nova/Herbert	-	-	-	-	1,000,000	-	1,000,000
City Hall, Whispering Woods, Nixion/Bire	-	-	-	-	—	1,000,000	1,000,000
Total Sewer System Rehabilitation:	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	6,000,000

CAPITAL IMPROVEMENTS ELEMENT

TABLE 1D—WASTEWATER TREATMENT PLANT IMPROVEMENTS

Description	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total
Rehab 3 press	300,000	-	-	-	-	-	300,000
Replace 5 Polymer Pumps	-	-	30,000	-	-	-	30,000
Rpl 5 Press Room Sludge Pumps	-	-	-	-	100,000	-	100,000
Rpl 2 Press Room Jockey Pumps	-	-	-	-	-	40,000	40,000
Rehab Teacups and Controls	80,000	-	-	-	-	-	80,000
Rehab Bar Screens	-	-	-	-	300,000	-	300,000
Rpl 3 CL2 Pumps	-	-	100,000	-	-	-	100,000
Upgrade Data Flow Systems	80,000	-	-	-	-	-	80,000
Rpl 3 Recharge Reservoir VFD's	135,000	-	-	-	-	-	135,000
Rpl 2 Williamson Blvd VFD's	-	-	-	-	90,000	-	90,000
A/C install VFD pmps Rehrgr Rsrvr	50,000	-	-	-	-	-	50,000
Rpl High Service Pump (HSP) Rtry Assmblly@Rechrg Rsrvr Pmp Str	60,000	-	-	-	-	-	60,000
Rpl Cypress Hd Pump, Mter & Cont	-	20,000	-	-	-	-	20,000
Rpl Memrl Prk Pmp, Mter & Cont	-	60,000	-	-	-	-	60,000
Rpl 6 Return Activative Sludge (RAS) Pumps (3@T-1 & 3 @ T-2)	-	120,000	-	-	-	-	120,000
Replace 4 Waste Activative Sludge (WAS) Pumps (2@T-1 & 2 @ T-2)	-	80,000	-	-	-	-	80,000
Rpl 2 Sludge Transfer Pumps T-1	-	50,000	-	-	-	-	50,000
Rehab 4 Clear Well Pumps	-	90,000	-	-	-	-	90,000
Rehab 2 Denite Backwash Pumps	-	-	90,000	-	-	-	90,000
Rpl Denite Blowers	-	-	180,000	-	-	-	180,000
Eng. Design—Plant Mod 5-5-3-1	-	500,000	-	-	-	-	500,000
Plant Modification for 5-5-3-1	-	-	6,000,000	-	-	-	6,000,000
Rebuild Oak Street Deep Well	-	-	-	90,000	-	-	90,000
Rehab 5 Repair Pumps	-	-	-	60,000	-	-	60,000
Rpl 2 Sodium Bisulfite Feed pumps	-	-	-	70,000	-	-	70,000
Replace Sodium Bisulfite Tank	-	-	-	30,000	-	-	30,000
Rehab 2 Influent Pumps/Meters West Master Lift Station	-	-	-	60,000	-	-	60,000
Rhb 6 Intnl Reyle (IR) Pmps/Mtrs	-	-	-	-	240,000	-	240,000
Rehab 3 Outfall Pumps	-	-	-	-	90,000	-	90,000
—Total—Plant Improvements:	-705,000	-920,000	6,400,000	310,000	820,000	40,000	-9,195,000

SOURCE: Tables 1A-D, City of Port Orange, Department of Finance, 2016

CAPITAL IMPROVEMENTS ELEMENT

TABLE 1E—STREET RESURFACING PROJECTS

Description	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total
Ashley Circle	8,230	-	-	-	-	-	8,230
Wendham Court	38,406	-	-	-	-	-	38,406
Trailside Drive	36,577	-	-	-	-	-	36,577
Ashton Lane	32,188	-	-	-	-	-	32,188
Mossy Oak	39,686	-	-	-	-	-	39,686
Geiger Drive	12,802	-	-	-	-	-	12,802
Kindswood Drive	47,807	-	-	-	-	-	47,807
Chelsea Way	33,277	-	-	-	-	-	33,277
Kimberly Court	21,215	-	-	-	-	-	21,215
York Way	38,667	-	-	-	-	-	38,667
Oxford Way	27,578	-	-	-	-	-	27,578
Pineland	61,083	-	-	-	-	-	61,083
Niver	64,887	-	-	-	-	-	64,887
Roberts	107,096	-	-	-	-	-	107,096
Taylor	39,136	-	-	-	-	-	39,136
Rogers	138,865	-	-	-	-	-	138,865
Total—Resurface Program:	747,500	-	-	-	-	-	747,500

NOTE: The above projects involve resurfacing of existing City streets only. Subject to change based on funding, field conditions, or re-evaluation.

SOURCE: Port Orange Capital Improvements Program, FY 2017-2022

CAPITAL IMPROVEMENTS ELEMENT

TABLE 2
TRANSPORTATION PROPORTIONATE FAIR-SHARE AGREEMENTS BY PROJECT

Developer	Development	Agreement Approval	Date of Contribution	Total
Project 1: Dunlawton / Taylor at I-95				
Intervest Construction, Inc	Waters Edge Phase 9A and 11	08/17/04	01/26/06	50,000
Centerline Homes (Prev. Olson Assoc 4/25/06)	Port Orange Landings Phase I	03/29/05	03/29/05	32,878
Tomoka Farms Dev, LLC (DR Horton)	Coquina Cove Phase I	04/19/05	04/19/05	104,242
Airport Pharmacy LLC (Charles Wayne)	Walgreens at Taylor Road	08/16/05	02/23/07	13,763
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	54,797
D.R. Horton	Port Orange Plantation Phase II	11/15/05	11/15/05	32,878
Holiday Builders	Port Orange Landings, Phase II	03/21/06	09/27/07	41,034
Viscomi and Associates (Paytas Homes)	Pinnacle PUD, Phase II	06/27/06	09/22/06	106,791
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	49,445
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	62,953
Intervest Construction, Inc	Waters Edge Phase 9B	06/05/07	07/05/07	27,526
Quest Design Group	Crystal Lake Business Park	08/07/07	09/19/07	16,567
Floridian Bank	Floridian Bank	08/28/07	08/28/07	10,959
All Aboard Storage	Nova Depot	09/18/07	09/18/07	10,959
Shoppes at Southwinds LLC	Shoppes at Southwinds	10/08/07	10/08/07	8,156
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	38,486
Halifax Veterinary Clinic	Halifax Veterinary Clinic	12/18/07	01/04/08	2,804
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	01/15/08	175,351
Atlantic Coast, LLC	Atlantic Coast Office Building	04/16/08	04/16/08	2,804
Cruz Investment Group	Nova Bella Piazza	04/22/08	04/23/08	10,959
City of Port Orange	Port Orange Business Park	05/06/08	08/05/09	235,756
Port Orange Apartment Assoc.	Reserve at Crystal Lake	05/27/08	02/24/09	2,804
K E M Associates, LLC	Countryside Commercial	08/19/08	09/17/08	2,804
Sun Glow Construction Inc.	Summer Trees Plaza - Site "B"	01/27/09	05/02/09	2,804
Sun Glow Construction Inc.	National City Bank	01/27/09	01/27/09	8,156
Four Lanes, LLC	CVS Pharmacy #4112 (Altamira CVS)	04/15/10	04/15/10	8,156
US Foodservice, Inc.	US Foodservice Facility Expansion	06/22/10	06/22/10	13,763
The Pavilion at Port Orange, LLC	Pavilion at Port Orange	08/19/09	09/30/09	500,000
Four Lanes, LLC	Altamira Shopping Center	01/24/12	Deferred	312,472
Dunlawton Yorktowne, LLC	Dunlawton-Yorktowne Shopping Center	01/24/12	Deferred	134,317
Ferber Construction Mgmt, LLC	Gateway Center Lot 6A – Multi-Tenant Retail	02/28/12	02/28/12	43,838
Total - Approved Contribution Amounts for Project 1				\$ 2,118,222
Project 2: Dunlawton / Clyde Morris				
D.R. Horton	Port Orange Plantation Phase II	11/15/05	11/15/05	19,788
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	29,681
Holiday Builders	Port Orange Landings, Phase II	03/21/06	09/27/07	74,204
Viscomi and Associates (Paytas Homes)	Pinnacle PUD, Phase II	06/27/06	09/22/06	39,575
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	34,628
Linen Group	Nova Oaks	09/26/06	09/26/06	9,894
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	34,628
Intervest Construction, Inc	Waters Edge Phase 9B	06/05/07	07/05/07	14,841
Quest Design Group	Crystal Lake Business Park	08/07/07	09/19/07	9,894
Floridian Bank	Floridian Bank	08/28/07	08/28/07	54,416
All Aboard Storage	Nova Depot	09/18/07	09/18/07	9,894
Shoppes at Southwinds LLC	Shoppes at Southwinds	10/08/07	10/08/07	9,894
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	29,681

CAPITAL IMPROVEMENTS ELEMENT

Developer	Development	Agreement Approval	Date of Contribution	Total
Halifax Veterinary Clinic	Halifax Veterinary Clinic	12/18/07	01/04/08	4,947
CBL	Pavillion at Port Orange	12/18/07	01/08/08	317,447
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	1/15/2008	34,628
Atlantic Coast, LLC	Atlantic Coast Office Building	04/16/08	04/16/08	9,894
Cruz Investment Group	Nova Bella Piazza	04/22/08	04/23/08	9,894
City of Port Orange	Port Orange Business Park	05/06/08	08/05/09	29,681
Port Orange Apartment Assoc.	Reserve at Crystal Lake	05/27/08	02/24/09	14,841
The Animal, LLC	Ravenwood Veterinary Clinic	08/18/08	09/05/08	4,947
K E M Associates, LLC	Countryside Commercial	08/19/08	09/17/08	4,947
ABC Liquors, Inc.	ABC Liquor Store and Bank	05/19/09	05/27/09	9,894
LaCour & Company (Southwind Villas)	Dollar General Store	01/19/10	01/19/10	4,947
Four Lanes, LLC	CVS Pharmacy #4112 (Altamira CVS)	04/15/10	04/15/10	29,681
Houligan's Port Orange, LLC	Houligan's Restaurant & Office Bldg.	06/03/10	06/03/10	4,947
Four Lanes, LLC	Altamira Shopping Center	01/24/12	04/15/12	59,363
Dunlawton Yorktowne, LLC	Dunlawton-Yorktowne Shopping Center	01/24/12	06/21/12	24,735
Total - Approved Contribution Amounts for Project 2				\$ 935,811
Project 3: Town West / Williamson Signalization				
D.R. Horton	Port Orange Plantation Phase II	11/15/05	11/15/05	82,994
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	66,736
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	80,770
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	76,064
Port Orange Properties, LLC	Port Orange Properties	11/13/07	11/16/07	5,813
<u>Port Orange Properties, LLC (additional Payment)</u>	<u>Port Orange Properties</u>	<u>11/13/07</u>	<u>09/30/16</u>	<u>8,792</u>
CBL	Pavillion at Port Orange	12/18/07	01/08/08	162,657
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	01/15/08	24,957
Continental 217 Fund, LLC – (Refund Issued)	Westport Square - Kohls	01/15/08	12/20/12	(17,467)
<u>Continental 217 Fund, LLC (additional payment)</u>	<u>Westport Square - Kohls</u>	<u>01/15/08</u>	<u>09/30/16</u>	<u>11,331</u>
Total - Approved Contribution Amounts for Project 3				\$ 482,524 502,641
Project 4: Summertrees Road Extension				
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	65,896
Holiday Builders	Port Orange Landings, Phase II	03/21/06	09/27/07	18,287
Viscomi and Associates (Paytas Homes)	Pinnacle PUD, Phase II	06/27/06	09/22/06	84,183
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	47,609
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	40,358
Intervest Construction, Inc	Waters Edge Phase 9B	06/05/07	07/05/07	22,071
All Aboard Storage	Nova Depot	09/18/07	09/18/07	7,252
Shoppes at Southwinds LLC	Shoppes at Southwinds	10/08/07	10/08/07	7,252
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	47,609
Halifax Veterinary Clinic	Halifax Veterinary Clinic	12/18/07	01/04/08	3,784
CBL	Pavillion at Port Orange	12/18/07	01/08/08	889,220
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	01/15/08	172,466
Atlantic Coast, LLC	Atlantic Coast Office Building	04/16/08	04/16/08	3,784
City of Port Orange	Port Orange Business Park	05/06/08	08/05/09	168,682
Port Orange Apartment Assoc.	Reserve at Crystal Lake	05/27/08	02/24/09	7,252
K E M Associates, LLC	Countryside Commercial	08/19/08	09/17/08	7,252
Sun Glow Construction Inc.	Summer Trees Plaza - Site "B"	01/27/09	05/02/09	11,035
Sun Glow Construction Inc.	National City Bank	01/27/09	01/27/09	36,574
Four Lanes, LLC	CVS Pharmacy #4112 (Altamira CVS)	04/15/10	04/15/10	11,035
US Foodservice, Inc.	US Foodservice Facility Expansion	06/22/10	06/22/10	29,322

CAPITAL IMPROVEMENTS ELEMENT

Developer	Development	Agreement Approval	Date of Contribution	Total
Four Lanes, LLC	Altamira Shopping Center	01/24/12	04/15/12	102,786
Dunlawton Yorktowne, LLC	Dunlawton-Yorktowne Shopping Center	01/24/12	06/21/12	44,142
Ferber Construction Mgmt, LLC	Gateway Center Lot 6A – Multi-Tenant Retail	02/28/12	02/28/12	11,036
Interwest Construction, Inc	Water's Edge Phase XII	06/05/07	08/30/13	91,751
LIV Development	Whitepalm Apartments	02/26/13	03/18/13	47,610
Edge Cove LLC	Westport Reserve Subdivision PH 2	08/16/16	08/19/16	3,784
Edge Cove LLC	Sanctuary at Westport PH 2A	06/21/16	06/23/16	14,665
Total - Approved Contribution Amounts for Project 4				\$1,996,697
Project 5: Devon / Taylor Road Signalization				
Total - Approved Contribution Amounts for Project 5				\$
Grand Total - All Projects				\$5,533,254 5,553,337

Notes: Initial funding for above transportation concurrency projects was appropriated during previous or current fiscal years.

Total contributions received through fair share agreements through ~~9/30/16~~9/30/17. Total contributions include actual project costs for projects 1, 2, and 4 which have been completed. Total contributions, on projects 3 and 5, include estimated project costs and contingency funding for potential cost overruns.

SOURCE: City of Port Orange, Department of Finance, Department of Community Development, ~~2016~~2017

CAPITAL IMPROVEMENTS ELEMENT

TABLE 3
SUMMARY OF CAPITAL IMPROVEMENTS

Facility Type	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Water	875,000	1,250,000	1,275,000	1,070,000	1,100,000	725,000	6,295,000
Sanitary Sewer	1,300,000	2,410,000	4,875,000	4,900,000	1,925,000	1,950,000	17,360,000
Water & Sewer	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Drainage	2,510,000	679,000	-	-	-	-	3,189,000
Transportation	862,000	3,409,000	1,190,000	814,000	1,643,000	4,350,000	12,268,000
Recreation	100,000	1,500,000	-	-	-	-	1,600,000
Total Capital Improvements	5,747,000	9,348,000	7,440,000	6,884,000	4,768,000	7,125,000	41,312,000

Facility Type	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total
Water	1,480,000	250,000	1,000,000	1,100,000	1,345,000	2,350,000	7,525,000
Sanitary Sewer	1,705,000	1,920,000	1,625,000	1,310,000	1,820,000	1,040,000	9,420,000
Water & Sewer	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Drainage	109,000	785,000	320,000	545,000	1,130,000	500,000	3,389,000
Transportation	837,500	231,500	1,955,000	820,000	2,018,000	4,350,000	10,212,000
Recreation	77,500	618,750	850,000	-	-	-	1,546,250
Total Capital Improvements	4,309,000	3,905,250	5,850,000	3,875,000	6,413,000	8,340,000	32,692,250

TABLE 4
SUMMARY SCHEDULE OF COMMITTED AND PLANNED FUNDS

Fund	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Capital Projects (301)	804,000	885,000	228,000	99,000	225,000	-	2,241,000
General Capital Rplmmt Fund (317)	100,000	260,000	-	-	-	-	360,000
Water/Sewer Operating (401)	550,000	1,450,000	1,450,000	1,400,000	1,200,000	1,200,000	7,250,000
Water/Sewer R&R (403)	900,000	1,385,000	1,400,000	1,370,000	1,375,000	1,425,000	7,855,000
Water/Sewer Impact (405)	825,000	925,000	2,400,000	2,300,000	550,000	150,000	7,150,000
Drainage Cnstr/Oprtnng (412)	797,000	329,000	-	-	-	-	1,126,000
Proportionate Fair Share/Other/Grant	1,713,000	2,525,000	1,000,000	1,000,000	-	-	6,238,000
TPO Funds	58,000	389,000	962,000	495,000	900,000	-	2,804,000
Developer Fairshare Contr. (Planned)	-	1,200,000	-	220,000	518,000	4,350,000	6,288,000
Total Committed and Planned Funds	5,747,000	9,348,000	7,440,000	6,884,000	4,768,000	7,125,000	41,312,000

Fund	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total
Capital Projects (301)	750,500	23,150	8,000	222,000	1,500,000	-	2,503,650
Trans Impact Fee Fund (312)	9,000	10,000	180,000	-	-	-	199,000
General Capital Rplmmt Fund (317)	24,750	-	-	-	-	-	24,750
Water/Sewer Operating (401)	1,325,000	1,000,000	1,400,000	1,370,000	1,450,000	1,650,000	8,195,000
Water/Sewer R&R (403)	1,435,000	1,120,000	800,000	815,000	1,415,000	1,040,000	6,625,000
Water/Sewer Impact (405)	525,000	150,000	525,000	325,000	400,000	800,000	2,725,000

CAPITAL IMPROVEMENTS ELEMENT

Drainage Construct/ Operating (412)	—109,000	—785,000	—320,000	545,000	-1,130,000	—500,000	—3,389,000
Proportionate Fair Share / Other / Grant	—22,750	—518,750	—925,000	-	—	—	—1,466,500
TPO Funds	—108,000	—298,350	—1,692,000	—378,000	—	—	—2,476,350
Developer Fairshare Contr. (Planned)	—	—	—	220,000	—518,000	-4,350,000	—5,088,000
Total Committed and Planned Funds	4,309,000	3,905,250	5,850,000	3,875,000	6,413,000	8,340,000	32,692,250

SOURCE (For Tables 3 and 4): City of Port Orange, Department of Finance, ~~2016~~2017

Table 5 identifies transportation improvements included in the first five years of the applicable Transportation Planning Organization's (TPO) adopted Transportation Improvement Program (TIP), to the extent that such improvements are relied upon to ensure concurrency and financial feasibility.

TABLE 5
VOLUSIA COUNTY TPO TRANSPORTATION IMPROVEMENT PLAN*

There are no concurrency-related improvements in the ~~2016/17—2020/21~~2017/18 – 2021/22 TPO TIP.

SOURCE: VCTPO TIP FY ~~2016/17—2020/21~~2017/18–2021/22; City of Port Orange, Department of Community Development, ~~2016~~2017

Table 6 identifies public school facilities improvements included in the first five years of the ~~2015/16—2019/20~~2016/17 – 2020/21 Volusia County School District Work Program.

Table 6
VOLUSIA COUNTY SCHOOL DISTRICT FIVE-YEAR WORK PROGRAM

	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
Major Projects - New Construction					
<u>Bonner Elm - Master Plan</u>		<u>10,000,000</u>	<u>1,000,000</u>		
<u>Chisholm Elm - Replacement</u>	<u>14,000,000</u>	<u>2,000,000</u>			
<u>Chisholm Elm – Additional Capacity</u>	<u>5,000,000</u>				
<u>Deltona Middle – Master Plan</u>	<u>2,000,000</u>		<u>50,000,000</u>	<u>3,000,000</u>	
<u>George Marks Elm – Master Plan</u>	<u>2,000,000</u>	<u>17,000,000</u>	<u>2,000,000</u>		
<u>George Marks Elm - Additional Cpty</u>		<u>3,000,000</u>			
<u>Pierson Elm - Replacement FF&E</u>	<u>2,000,000</u>				
<u>Read Pattillo K-8 - Replacement</u>				<u>2,000,000</u>	<u>19,000,000</u>
<u>Read Pattillo K-8 - Additional Cpty</u>					<u>6,000,000</u>
<u>Tomoka Elm – Master Plan</u>		<u>2,000,000</u>		<u>18,500,000</u>	<u>2,500,000</u>
<u>Tomoka Elm – Additional Capacity</u>				<u>1,500,000</u>	
Total New Construction	25,000,000	34,000,000	53,000,000	25,000,000	27,500,000
Projects at Existing Schools & Facilities					
<u>Atlantic HS - HVAC Units & Chiller Upgrade</u>	<u>1,800,000</u>				
<u>Brewster Center - Interior Renovations</u>				<u>3,000,000</u>	
<u>Charter School Capital Outlay from LCIF</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>
<u>Creekside Mid – HVAC Bldgs 6,8,2,10</u>	<u>1,200,000</u>	<u>1,200,000</u>			
<u>DeLand Warehouse - Lease</u>	<u>103,000</u>	<u>105,060</u>	<u>107,161</u>	<u>109,304</u>	<u>111,490</u>

CAPITAL IMPROVEMENTS ELEMENT

	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
<u>DeLand HS – Upgrade Fire Alarm & Intercom</u>		<u>1,300,000</u>			
<u>DeLand Mid – HVAC, Ceiling Lighting</u>	<u>10,500,000</u>				
<u>Deltona HS - ADA Accessibility</u>			<u>2,000,000</u>		
<u>Deltona Trans/Maint - Pavement Improvements</u>				<u>1,500,000</u>	
<u>Enterprise Elm - Renovations</u>				<u>1,000,000</u>	<u>5,000,000</u>
<u>Freedom Elm – Renovate Parent Loop/Parking</u>			<u>380,000</u>		
<u>Heritage Mid - HVAC</u>	<u>1,600,000</u>	<u>1,600,000</u>	<u>1,600,000</u>	<u>1,600,000</u>	
<u>High Banks Lrn Ctr -Renovate North Parking Lot</u>			<u>140,000</u>		
<u>Hinson Mid – Media HVAC & Bldg AC Units</u>	<u>1,300,000</u>				
<u>Indian River Elm – Replace Heat Pump & Piping</u>	<u>1,500,00</u>				
<u>Longstreet Elm – Renovate Admin & Media Center</u>				<u>1,000,000</u>	<u>5,000,000</u>
<u>New Smyrna Bch Mid - Renovations & Additions</u>				<u>1,000,000</u>	<u>10,000,000</u>
<u>Orange City Elm - Renovations & Additions</u>		<u>1,500,000</u>	<u>12,000,000</u>	<u>1,500,000</u>	
<u>Ortona Elm - Reno & Site Imprvmnts</u>				<u>1,000,000</u>	<u>4,000,000</u>
<u>Osceola Elm - Renovations</u>			<u>1,500,000</u>	<u>12,000,000</u>	<u>1,500,000</u>
<u>Pathways Elm - Campus Reroof</u>	<u>1,150,000</u>				
<u>Pine Ridge HS – Campus Reroof</u>	<u>260,000</u>	<u>3,000,000</u>			
<u>Pine Ridge HS – Chiller 3 & 4 & Bldg 2 HVAC</u>	<u>1,650,000</u>				
<u>Portables - Lease</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>
<u>Portables - Moves & Compliance</u>	<u>400,000</u>	<u>400,000</u>	<u>400,000</u>	<u>400,000</u>	<u>400,000</u>
<u>Seabreeze HS – Chilled Water Plant</u>	<u>180,000</u>	<u>180,000</u>	<u>180,000</u>		
<u>Spruce Creek Elm – Replace all Campus Windows</u>			<u>1,000,000</u>		
<u>Spruce Creek HS –Master Plan</u>	<u>2,000,000</u>		<u>20,000,000</u>		
<u>Starke Elm - Renovations</u>				<u>500,000</u>	<u>4,000,000</u>
<u>Sunrise Elm – Reroof Campus</u>	<u>120,000</u>	<u>1,300,000</u>			
<u>Various Facilities - Facilities Review Projects</u>	<u>10,644,000</u>	<u>11,000,000</u>	<u>11,000,000</u>	<u>11,000,000</u>	<u>11,000,000</u>
<u>Various Schools - High School Athletics</u>	<u>1,640,000</u>	<u>1,470,000</u>	<u>1,510,000</u>	<u>1,565,000</u>	<u>1,565,000</u>
<u>Various Schools - Infrastructure for Technology</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>
<u>Various Schools - Media Center Retrofits</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>
<u>Various Schools – Minor Projects</u>	<u>2,500,000</u>	<u>2,500,000</u>	<u>2,500,000</u>	<u>2,500,000</u>	<u>2,500,000</u>
<u>Various Schools - Security</u>	<u>2,000,000</u>	<u>2,000,000</u>	<u>2,000,000</u>	<u>2,000,000</u>	<u>2,000,000</u>
<u>Westside Elm - Reno & Addition</u>	<u>13,000,000</u>		<u>1,500,000</u>		
<u>Westside Elm – Additional Capacity</u>	<u>2,000,000</u>		<u>500,000</u>		
<u>Woodward Elm - Reno & Addition</u>		<u>1,000,000</u>		<u>10,000,000</u>	<u>2,000,000</u>
<u>Total Major Projects at Existing Schools & Facilities</u>	<u>58,147,000</u>	<u>32,775,060</u>	<u>62,537,161</u>	<u>54,274,304</u>	<u>51,676,490</u>
<u>Facilities Management</u>					
<u>Facilities Mngment - Various Projects</u>	<u>2,500,000</u>	<u>2,500,000</u>	<u>2,500,000</u>	<u>2,500,000</u>	<u>2,500,000</u>
<u>Technology</u>					
<u>ERP Software – Enterprise Resource Planning</u>	<u>7,000,000</u>	<u>966,563</u>	<u>966,563</u>	<u>966,563</u>	<u>966,563</u>
<u>Network EDP& Communications Equipment</u>	<u>4,876,000</u>	<u>9,000,000</u>	<u>9,000,000</u>	<u>9,000,000</u>	<u>9,000,000</u>
<u>New District Financial & Student Software Systems</u>	<u>4,000,000</u>				

CAPITAL IMPROVEMENTS ELEMENT

	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
Total Technology	15,876,000	9,966,563	9,966,563	9,966,563	9,966,563
System Wide Equipment & Vehicles					
Various Schools & Dept Furn.& Equip.	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Total Equipment & Vehicles	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Buses					
Transportation Dept - Bus Rplcmnt	2,868,408	2,760,176	2,760,176	2,760,176	2,760,176
PROJECT TOTALS	105,391,408	83,001,799	131,763,900	95,501,043	95,403,229
Transfers					
Transfers - To General Fund	6,962,268	4,962,268	2,962,268	2,962,268	2,962,268
Transfers - To Debt Service	24,743,921	38,477,338	38,478,188	38,476,013	38,472,188
Total Transfers	31,706,189	43,439,606	41,440,456	41,438,281	41,434,456
GRAND TOTAL	137,097,597	126,441,405	173,204,356	136,939,324	136,837,685

	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>
Major Projects - New Construction					
Bonner Elm - Master Plan	1,000,000	-	10,000,000	1,000,000	-
Chisholm Elm - Replacement	2,000,000	13,000,000	2,000,000	-	-
Deltona Middle - Replacement	-	2,000,000	48,000,000	-	3,000,000
George Marks Elm - Replacement	-	-	2,000,000	15,000,000	2,000,000
George Marks Elm - Additional Cpety	-	-	-	10,000,000	500,000
Pierson Elm - Replacement	18,000,000	2,000,000	-	-	-
Pierson Elm - Rplemnt OffSite Infra	2,000,000	-	-	-	-
Read Pattillo Elm - Replacement	-	-	-	2,000,000	13,000,000
Read Pattillo Elm - Additional Cpety	-	-	-	-	6,000,000
Tomoka Elm - Replacement	-	-	2,000,000	18,000,000	2,500,000
Total New Construction	23,000,000	17,000,000	64,000,000	46,000,000	27,000,000
Projects at Existing Schools & Facilities					
Atlantic HS - HVAC Reno Bldg 5	1,450,000	-	-	-	-
Brewster Center - Ph II Reno, Interior	-	2,000,000	-	-	-
Central Admn Main Bldg Window Replacement	-	2,000,000	-	-	-
Creekside Mid - Central Energy Plant 2 Bldgs	1,350,000	-	-	-	-
Deltona HS - ADA Accessibility	-	-	-	2,000,000	-
Deltona Trans/Maint - Pavement Improvements	-	-	4,000,000	-	-
Enterprise Elm - Renovations	-	-	-	1,000,000	5,000,000
Galaxy Mid - Campus Wide HVAC/Ceiling/Lighting	7,200,000	-	-	-	-
Galaxy Mid - Reroof Campus	150,000	1,600,000	-	-	-
Heritage Mid - HVAC	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
New Smyrna Beh Mid - Renovations & Additions	-	-	-	-	3,000,000
Orange City Elm - Renovations & Additions	-	1,500,000	12,000,000	1,500,000	-
Ortona Elm - Reno & Site Imprvmnts	-	-	-	1,000,000	4,000,000
Osceola Elm - Renovations	-	-	1,500,000	10,000,000	1,500,000
Pathways Elm - Campus Reroof	100,000	1,100,000	-	-	-
Pine Ridge HS - Upgrade HVAC Bldg 5	1,140,000	-	-	-	-
Portables - Lease	100,000	100,000	100,000	100,000	100,000
Portables - Moves & Compliance	400,000	400,000	400,000	400,000	400,000
Spruce Creek HS - Campus Wide HVAC/Electrical	-	1,500,000	15,000,000	-	-
Starke Elm - Renovations	-	-	-	500,000	3,000,000
Various Facilities - Facilities Review Projects	7,750,000	9,000,000	9,000,000	9,000,000	9,000,000
Various Schools - High School Athletics	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000

CAPITAL IMPROVEMENTS ELEMENT

Various Schools—Infrastructure for Technology	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Various Schools—Media Center Retrofits	500,000	500,000	500,000	500,000	500,000
Various Schools—Minor Projects	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Various Schools—Security	1,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Various Schools Deltona—Reclaimed Water	200,000	200,000	200,000	-	-
Westside Elm—Reno & Addition	1,000,000	5,000,000	-	500,000	-
Woodward Elm—Reno & Addition	-	-	-	1,000,000	5,000,000
Total Major Prjs at Existing Schools & Facilities	29,340,000	33,900,000	51,700,000	36,500,000	40,500,000
Facilities Management					
Facilities Mngmt—Various Projects	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Technology					
Network,EDP&Communications Equip	9,500,000	9,000,000	9,000,000	9,000,000	9,000,000
New District Financial & Student Software Systems	10,000,000	-	-	-	-
Total Technology	19,500,000	9,000,000	9,000,000	9,000,000	9,000,000
System Wide Equipment & Vehicles					
Various Schools & Dept Furn.& Equip.	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Total Equipment & Vehicles	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000
Buses					
Transportation Dept—Bus Rplemnt	2,687,780	2,687,780	2,687,780	2,687,780	2,687,780
PROJECT TOTALS	79,527,780	67,587,780	132,387,780	99,187,780	84,187,780
Transfers					
Transfers—To General Fund	6,752,652	4,982,268	2,982,268	982,268	582,268
Transfers—To Debt Service	32,184,980	24,913,800	34,759,400	34,758,500	34,756,450
Total Transfers	38,937,632	29,896,068	37,741,668	35,740,768	35,338,718
GRAND TOTAL	118,465,412	97,483,848	170,129,448	134,928,548	119,526,498

Source: Volusia County School District, Work Program adopted September ~~13, 2016~~26, 2017



STAFF REPORT

CASE NO. 17-27500001

Comprehensive Plan Capital Improvements Element -
2017 Annual Update

REQUEST:	Update and amend the Comprehensive Plan Capital Improvements Element (CIE) in accordance with Florida Statutes
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval
CITY COUNCIL:	December 12, 2017

INTRODUCTION:

Each year, the City is required to amend their Comprehensive Plan Capital Improvements Element (CIE) to include projects from the City's current Capital Improvements Program (CIP). The projects copied from the CIP are primarily improvements needed to maintain the City's adopted level of service (LOS) standards for public facilities. These facilities include water, sewer, stormwater, solid waste, roads, parks, and schools. The CIP was adopted in concept by City Council on August 15, 2017, by Resolution No. 17-33. It was formally adopted as part of the FY18 Operating and Capital Budgets on September 19, 2017 by Resolution No. 17-45 and 17-46 respectively. The CIP includes various projects to support the LOS for City public facilities. The proposed amendments take these projects previously approved by Council with the CIP and add them into the CIE.

State law requires that local governments update their Comprehensive Plan Capital Improvements Element (CIE) every year to show that they have funded or planned to fund the public facility improvements needed to support their population¹. The proposed amendments in Exhibit A are required to be in the underline/strikethrough format. For each table or text that is to be updated from the prior year (FY16/17 – 21/22) to the current year CIP (FY17/18 – 22/23) the deleted prior year text is struck through and the added current year text is underlined. Text neither struck through nor underlined remains as existing text.

PURPOSE:

Under the 1985 Growth Management Act, local governments are mandated to plan for the availability of public facilities and services to support development and the impacts of such development. The purpose of the CIE and the 5-year Capital Improvements Schedule is to identify the capital improvements needed to implement the Comprehensive Plan and ensure the adopted Level of Service (LOS) Standards for concurrency-related facilities are achieved and maintained.

¹ Ch. 163.3177(3) F.S.

DISCUSSION:

The amendments to the CIE include the updated Schedule (copied from the City's adopted FY 2017/18 – 2022/23 Capital Improvements Program) and other amendments to update data related to the Schedule and other statutorily required information, such as excerpts from the Transportation Planning Organization's (TPO) Transportation Improvements Program (TIP) and the Volusia County School District Five-Year Work Program (Exhibit A, Tables 5 and 6).

The CIE Schedule includes projects required to meet or maintain adopted LOS standards for concurrency-related facilities or implement the Goals, Objectives, and Policies of the Comprehensive Plan (Exhibit A). The concurrency management system for the City of Port Orange is established by policy in the City's Comprehensive Plan, and administered through regulations contained within the City's Land Development Code.

The City is required to monitor the cumulative effect of all approved Development Orders and Development Permits on the capacity of public facilities. This obligation is met through individual concurrency reviews of development proposals and the annual Concurrency Management Report (CMR). The City's concurrency review evaluates the following public facilities and services:

- Transportation
- Sanitary Sewer
- Potable Water
- Stormwater Drainage
- Solid Waste
- Recreation
- Public Schools

The 2017 CMR identified that all public facilities and services subject to concurrency are at sufficient levels based on adopted Level-of-Service (LOS). The CMR also identified improvements that are planned or programmed to ensure that the City continues to maintain the adopted LOS.

RECOMMENDATION:

Staff recommends **approval** of the adoption of the 2017 CIE Annual Update.

ATTACHMENT:

Exhibit A – Annual Update to the CIE (see Ordinance Exhibit)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 01/04/2018

Consent item: No

SUBJECT: (H18) City Manager Comments

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

SUMMARY: The City Manager would like to discuss the timing of the monthly finance report with some options for presentation.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 12/13/2017
Approved - 12/18/2017
Final Approval - 12/18/2017
