



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

FEBRUARY 6, 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. Invocation - Pastor BJ Foster of Covenant United Methodist Church
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. January 16, 2018 - Regular City Council Meeting
 - b. January 23, 2018 - City Council Workshop
7. Bid Awards and Contract Items
 - a. Lakeside Jazz Festival Temporary License Agreement
 - b. Award of ITB #18-04 to Roadscape North Florida, Inc. for Street Striping
8. Resolution No. 18-2 - Renaming the Segment of Summer Trees Road, north of Taylor Road, to "North Summer Trees Road"
9. Approval of Administrative Code Change

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

D. COUNCIL COMMENTS

10. Comments/Concerns from Council Members

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

11. Report from KemperSports on the Cypress Head Golf

12. ERP (Enterprise Resource Planning) Project Update

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Parks & Recreation Advisory Board Report

14. Environmental Advisory Board Report

G. PUBLIC HEARING

15. Port Orange Gateway Center

a. Second 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

b. Subdivision Replat for Lot 3 of the Port Orange Gateway Center, Case No. 17-50000003

16. In Land We Trust

a. Second Reading - Ordinance No. 2018-1 – In Land We Trust Planned Unit Development Master Development Agreement and Conceptual Development Plan, Case No. 17-40000005

b. Dedication of right-of-way for Yorktowne Boulevard

17. Second Reading - Ordinance No. 2018-2 - Six Month Extension to the Moratorium on the issuance of permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the rights-of-way of the City of Port Orange

H. COMMENTS

18. City Attorney Comments

19. City Manager Comments

I. COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

a. River to Sea TPO

b. General Employees' Pension Plan

c. Volusia County School Board Oversight Committee

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.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JANUARY 16, 2018

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.

Invocation was provided by Father Chris Hoffman of Our Lady of Hope Catholic Church

Pledge of Allegiance

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

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Derek LaMontagne, citizen, addressed Council regarding questions he has on Item 7(c). He asked Council to pull the item and not approve it. He is concerned that the item was not discussed at the Environmental Advisory Board.

5. Agenda Approval

There were no changes requested by Council.

6. Approval of Minutes

a. January 4, 2018 - Regular City Council Meeting

7. Bid Awards and Contract Items

- a. Award of ITB #18-07 to Alterations by Lucy and Crisp & Clean Dry Cleaning and More LLC for dry cleaning & alterations of Uniforms
- b. Halifax Paving-Change Order No. 1 to Piggyback Agreement CA6019-Annual Paving Program FY17
- c. Alford Timber, Inc. (ITB17-12) Timber Harvesting - Changer Order No 1 to the Timber Harvesting and Sale Agreement, dated June 20, 2017.
- d. Mead & Hunt, Inc. - Change Order No 1 to Task Authorization No 2 for the Howes Street Stormwater Improvement Project

8. Major Special Event Request – 4Ever Fitness 5K Run/Walk & 1-Mile Kids Fun Run located at 4Ever Fitness, 4639 Clyde Morris Boulevard.
9. Major Special Event Request - Remarkable River Race 5K at Aunt Catfish Restaurant at 4009 Halifax Drive & Panhead's Pizzeria located at 4085 Ridgewood Avenue.

Motion to approve Consent Agenda as presented was made by Vice Mayor Stiltner, and Seconded by Councilman Bastian.

Councilman Ford would like to discuss Item #7(c). Mayor Burnette advised a Motion to Amend would be needed since there is a motion on the table.

Motion to amend the Motion to pull Item #7(c) for further discussion was made by Councilman Ford. There was no second and the motion failed.

Original Motion carried 4-1 by roll call vote, with Councilman Ford voting no.

Councilman Ford asked if Council can pull items from the Consent Agenda. Mayor Burnette explained that there was a motion on the table that needed to be addressed but advised that the project under Item #7(c) to trim trees is to clear them from the power lines. Power was lost at the wellfield during Hurricane Irma and power was out for a few days. Margaret Roberts, City Attorney, advised that Staff will be monitoring for compliance.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Mr. LaMontange addressed Council regarding a project with retention ponds and tree plantings. He asked Council for their support.

Tom Jordan, citizen, expressed his opinion regarding the half cent sales tax being proposed by the County this year. He asked Council to help educate citizens as to the specific projects that will be funded with the increase.

COUNCIL COMMENTS

10. Comments/Concerns from Council Members

Councilman Tramont discussed his visit to Tallahassee where he lobbied for regulations relating to smoking in City parks. FEMA reimbursement for Hurricane Matthew should be processed within 3-4 weeks.

Councilman Ford received calls of concern regarding the potential removal of some trees in City Center Complex. He believes a policy is needed for a periodic assessment of trees within the City. Mayor Burnette suggested the Environmental Advisory Board (EAB) discuss the tree maintenance in public spaces and provide recommendations to Council. Mr. Johansson confirmed the request for the EAB is to discuss opportunities to include volunteering.

Mayor Burnette said Horizon Elementary was severely vandalized overnight. He asked the public to spread the word to help catch the suspects. He would also like to help the school through the Chamber of Commerce Education Committee. Donations can be given to the Chamber. He discussed the recent meeting with the Roundtable of Elected Officials where they discussed the half cent sales tax proposal.

ANNUAL MEETING OF CORPORATIONS

Council recessed at 7:03 p.m. to hold the annual meetings, minutes of which are under separate cover.

11. Port Orange Property Development, Inc. Joint Annual Meeting of the Members, Directors and Design Review Board

12. City Center Corporate Park Property Owner's Association, Inc. Joint Annual Meeting of Members and Directors

City Council reconvened at 7:08 p.m.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Citizen Advisory Committee for TPO

Bobby Ball, CAC for TPO member, provided details of the most recent meeting held. They discussed the interchanges at I-95 and safety targets. Councilman Ford asked if there's any attempt for the sales tax to work with the TPO. Mr. Ball believes the projects will be pulled from the priority list already approved by the TPO.

14. Parks & Recreation Advisory Board Appointments

Mayor Burnette advised Council that he had spoken to Julie Day regarding re-appointment and she would like to be considered. He asked for a motion to reappoint all five (5) to the Parks & Recreation Advisory Board.

Motion to reappoint all five (5) expiring to the Parks & Recreation Advisory Board was made by Councilman Ford, and Seconded by Councilman Bastian.

Motion carried unanimously by voice vote.

John Macaluso was not appointed at this time.

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 (Continued from January 4, 2018)

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 on first reading was made by Councilman Bastian, and Seconded by Vice Mayor Stiltner.

Glen Storch, Attorney for applicant, provided details of the project and discussed the proposal to minimize traffic impacts for the development. There will be an exclusion of any drive-thru facility and no further access points into the property. He also discussed providing \$70,000 to the City to pay for a traffic study of the area. These proposals will be included in the MDA voluntarily.

Debbie Connors, Port Orange/South Daytona Chamber of Commerce, thanked Council for supporting the project. She believes this project will have a positive impact on the business community in the area.

Mr. LaMontange asked for access to the traffic studies. Mayor Burnette advised Mr. LaMontange to check the agenda back up materials and then let the City Clerk know of any other items he may need.

Motion carried unanimously by roll call vote.

16. First Reading - Ordinance No. 2018-1 – In Land We Trust Planned Unit Development Master Development Agreement and Conceptual Development Plan, Case No. 17-40000005

Mayor Burnette read Ordinance No. 2018-1.

ORDINANCE NO. 2018-1

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING IN LAND WE TRUST PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT (MDA) 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. 2018-1 on first reading was made by Vice Mayor Stiltner, and Seconded by Councilman Tramont.

Tim Burman, Community Development Director, provided details of the request. Staff recommends approval.

Robert Reinhausen, 1425 Dexter Drive, asked for clarification as to the requirement for a bridge.

Mr. LaMontagne discussed his conversations with the residents along Yorktowne Blvd. All of the residents opposed the extension of four-lanes of Yorktowne Blvd. and have signed a petition. He suggested a wall or natural wall barrier.

Motion carried unanimously by roll call vote.

17. First Reading - Ordinance No. 2018-2 - Six Month Extension to the Moratorium on the issuance of permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the rights-of-way of the City of Port Orange

Mayor Burnette read Ordinance No. 2018-2.

ORDINANCE NO. 2018-2

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; EXTENDING THE EXISTING MORATORIUM ON THE ISSUANCE OF PERMITS FOR CONSTRUCTION OF WIRELESS FACILITIES, COMMUNICATION TOWERS, WIRELESS SUPPORT STRUCTURES, AND OTHER COMMUNICATIONS FACILITIES USED IN SUPPORT OF WIRELESS SERVICES WITHIN THE RIGHTS-OF-WAY OF THE CITY OF PORT ORANGE; PROVIDING FOR THE DURATION OF THE EXTENSION; PROVIDING FOR INTERPRETATION; PROVIDING DEFINITIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2018-2 on first reading was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

REGULAR AGENDA

18. American Cancer Society - Relay for Life fee waiver request

Susan Lovallo, Parks & Recreation Director, advised of the request to waive the rental fees at Riverwalk Park for the annual Relay for Life event by the American Cancer Society. The applicant has agreed to pay the \$250.00 staff costs and provide insurance.

Motion to approve the fee waiver as presented was made by Councilman Ford, and Seconded by Vice Mayor Stiltner.

Cheryl Shaw, Volunteer Event Leader for Relay for Life, asked for a reduction in the fees if Council is not inclined to waive the fees.

Councilman Tramont asked if he needs to abstain because his wife volunteers on the event committee. Ms. Roberts recommended he abstain.

Phil Madson, business owner, asked if the park is meant to be a money maker. Mr. Johansson explained the fee resolution to offset the expenses of the facilities.

Sarah Jones, citizen, expressed her thoughts regarding waiving fees and asked Council to support this waiver.

Motion carried 3-1-1 by roll call vote with
Councilman Bastian voting no and
Councilman Tramont abstaining.

COMMENTS

19. City Attorney Comments

There was nothing further to report.

20. City Manager Comments

Mr. Johansson discussed the trees in front of the Dorothy L. Hukill City Annex that are marked for possible removal. City Staff will be providing several options to Council for discussion. He advised Council that Staff entered into a Piggyback Agreement with the City of Tampa regarding light bars for the police cars. There was only one proposal received by Tampa but the cost was competitive. A bid will be released for next year's cars. He asked Council to begin working on his evaluation which is due in February. The evaluation will be discussed at the February Council Workshop.

COUNCIL COMMITTEE REPORTS

21. City Council Committee Reports

- a. Arthaus - Councilman Ford urged the public to attend the upcoming art shows. January 18-February 9, 2018 is the kindergarten art exhibition.
- b. Port Orange/South Daytona Chamber of Commerce - Mayor Burnette announced the upcoming events.
- c. Roundtable of Elected Officials - Mayor Burnette reported earlier in the meeting.

ADJOURNMENT – 8:23 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/06/2018

Consent item: No

SUBJECT: (B6b) January 23, 2018 - City Council Workshop

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION:

SUMMARY:

Project No.: Funding Account No.:

ATTACHMENTS:

1.	1/23/18 Minutes	CITY COUNCIL WORKSHOP MINUTES 1-23-18.pdf
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Robin Fenwick

Created/Initiated - 01/29/2018

CITY COUNCIL WORKSHOP MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JANUARY 23, 2018

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

Pledge of Allegiance

Silent Invocation

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

DISCUSSION ITEMS

4. Yellowstone Landscape-Southeast, LLC Report

Barry Critcher, Yellowstone Landscape, provided a quarterly report as to the landscaping within the City. Their experiences with the Staff has been positive.

Vice Mayor Stiltner expected to hear a Staff report. Mr. Johansson explained the contractor is meeting the provisions of the contract. There have been issues but those issues are always quickly resolved as required. There have been no fines issued. The contractor has even taken care of items not listed in the contract. Vice Mayor Stiltner has some concerns with weeding but is happy with the communication success between them and City Staff. Vice Mayor Stiltner asked Mr. Critcher to recommend the best areas to plant trees around retention ponds.

Councilman Ford thanked them for their work. He believes the landscaping around the city has improved.

5. Fire Assessment Presentation

Camille Tharpe, Senior Vice President of Government Services Group, discussed the pros and cons of fire assessment fees and how they can be billed.

Vice Mayor Stiltner believes the idea should be explored more to see how it could apply in Port Orange. He likes the idea of all paying the same amount. He asked what the next step would be to look further into it. Ms. Tharpe said there is no half in. Council would need to hire a consultant to analyze the need and the methodology that would best fit Port Orange.

Mr. Johansson said this is just one option to address the decline in revenue from ad valorem taxes due to the extra exemption that is believed will pass this year.

Mayor Burnette does not support furloughing firefighters or police officers to balance the budget. Councilman Bastian would not agree to any staff being furloughed. The level of service needs to remain high. Mayor Burnette would like information on adding a fire assessment fee to the utility bill if it were to pass. Mr. Johansson asked Council for direction within a couple of months as there is a lot of lead time to implement.

Councilman Ford doesn't believe this is the right time. He doesn't want to see an increase in the millage rate as well as a fire assessment fee. He is concerned with the low income residents. Mr. Johansson is also concerned about the low income residents.

Mayor Burnette asked for public comments; there were none.

6. Team Volusia Quarterly Report from Keith Norden

Dwight DuRant, Chair of Team Volusia, discussed the 2017 Annual Report. Keith Norden, President & CEO of Team Volusia, thanked Council for their contributions and support over the years.

7. Five-year model prediction

Mr. Johansson thanked Alan Rosen, Assistant City Manager, for his work on this presentation. He and the Mayor advised the presentation consists of assumptions and will change based on decisions made by Council and other factors.

Mr. Rosen discussed the variables, projected revenue from new construction, effects of recent hurricanes, and other assumptions and results that can be expected based on those assumptions.

8. Financial Report - December 2017

Tracey Riehm, Finance Director, provided details from the December 2017 Financial Report.

Mr. Johansson advised Council that the budget meetings for the school board and county are scheduled the same days as our meetings in September so we will need to hold Special Meetings. Council agreed and would like them to be after our Regular meetings in September.

ADJOURNMENT

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/06/2018

Consent item: Yes

SUBJECT: (B7a) Lakeside Jazz Festival Temporary License Agreement

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve the agreement for the Lakeside Jazz Festival and authorize the Mayor and City Clerk to execute the associated agreement.

SUMMARY: On January 4, 2018, city council approved the continuation of the Lakeside Jazz Festival. The event is held annually at City Center with use of the Lakeside Center and Amphitheater. This agreement will last five years with an optional five year renewal. In exchange for the use of the Amphitheater and Lakeside Center, the Jazz Fest agrees to provide entertainment services (up to 4 band performances each year). Pursuant to city council direction, the insurance requirement has been waived and, while recommended, the Jazz Fest will not be required to carry insurance for its events. The attached agreement also permits the use of the City's logo for marketing of the event subject to review and approval by the Parks and Recreation Department. The attached agreement has been modified to be consistent with city council's direction.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Lakeside Jazz Festival - Temp. License Agreement	Lakeside Jazz Fest Temp Lic Agrmt.pdf
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Susan Lovallo
Susan Lovallo
Matthew Jones
Tracey Riehm
Jake Johansson
Robin Fenwick

Created/Initiated - 01/29/2018
Approved - 01/30/2018
Approved - 01/30/2018
Approved - 01/30/2018
Approved - 01/31/2018
Final Approval - 01/31/2018

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 be limited to four (4) consecutive days each Spring, subject to scheduling with the Parks and Recreation Department, unless terminated or otherwise modified in accordance with the provisions specified herein. The Licensee may use the City of Port Orange logo for marketing its Lakeside Jazz Festival; however, any marketing materials containing the City of Port Orange logo shall be reviewed and approved by the Parks and Recreation Department prior to use by the Licensee.

4. In consideration for the use of the Licensed Premises, the Licensee agrees to provide in-kind contribution to the Licensors 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 Licensors.

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 Licensors.

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 Licensors in the same or substantially similar condition as it was licensed to the Licensee. In the event that the Licensors incur 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 Licensors.

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 Licensors.

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

[REMAINDER OF PAGE LEFT BLANK]

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:

Licensors: 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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/06/2018

Consent item: Yes

SUBJECT: (B7b) Award of ITB #18-04 to Roadscape North Florida, Inc. for Street Striping

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION:

Move to approve bid award #18-04 Street Striping to Roadscape North Florida; and to authorize the City Manager to exercise the renewal options and to expend the budget funds as needed during the life of the contract. This recommendation will also authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On December 14, 2017, the BID opened for street striping. There were three responsive bidders and Roadscape North Florida, Inc. was the lowest, best responsive bidder. This BID is for the street striping program IMI002. This is an on-going maintenance program.

The Public Works Department is requesting city council approval to award the BID to Roadscape North Florida at the unit cost as depicted in their bid submittal for two years with two - one year renewal options and with stipulations. The total available FY18 budget for this project is \$154,467. The contract will be awarded on a "per unit" price basis and any expenditures will be based on the approved annual budget for the street striping program. The average expected budget for each year for this project is anticipated to be \$50,000 after FY18.

Project No.: IMI002 Funding Account No.: 301-4300-541-53-63

ATTACHMENTS:

1.	Standard Contract for Services	Standard Contract for Services.pdf
2.	Street Striping BID 18-04 Tabulation	Street Striping ITB 18-04 Tabulation Sheet (12-14-17).pdf
3.	Roadscape North Florida Response	ITB 18-04 Roadscape North Florida Response (12-14-17).pdf

4.	Fausnight Stripe Line Response	ITB 18-04 - Fausnight Stripe Line Response (12-14-17).pdf
5.	Extreme Striping Response	ITB 18-04 Extereme Striping Response (12-14-17).pdf
6.	ITB 18 04 Street Striping	STREET STRIPING ITB 18 04 bid package.pdf
7.	ITB #18-04 Intent To Award	ITB 18-04 Intent to Award Revised (01-16-17).pdf
8.	Department Justification Memo	Intent to Award ITB18-04 street striping.docx

Alyssa Parnell	Created/Initiated - 01/02/2018
Alyssa Parnell	Approved - 01/08/2018
Ronny Buttrum	Approved - 01/12/2018
Lynn Stevens	Approved - 01/19/2018
Julia Wiggins	Approved - 01/19/2018
Tracey Riehm	Approved - 01/25/2018
Margaret Roberts	Approved - 01/26/2018
Jake Johansson	Approved - 01/29/2018
Robin Fenwick	Final Approval - 01/29/2018



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 **ROADSCAPE NORTH FLORIDA, INC.** ("Contractor"), a Florida corporation whose principal address is 14476-105 Duval Place, Jacksonville, Florida 32208. 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 replacement of deteriorate pavement markings with thermoplastic and/or paint on public streets, and parking lots, in accordance with Florida Department of Transportation ("FDOT"), Manual of Uniform Traffic Control Devices ("MUTCD"), City standards, and as further described in the scope of work in Invitation to Bid No. 18-04 ("ITB 18-04") and Contractor's Schedule of Unit Pricing, attached hereto as Exhibit "1." A complete copy of ITB 18-04 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: The initial term of this Contract shall commence on February 6, 2018 and shall continue for a period of two (2) years (the "Initial Term").

Renewals: Upon mutual written agreement of the Parties, this Contract may be renewed for two (2) additional one-year periods, subject to City Manager review and approval, and budget appropriation.

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, with applicable permits and licenses per the City Code of Ordinances.

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 upon issuance of a Notice to Proceed and a written Purchase Order 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 services identified above, the City agrees to compensate the Contractor at the unit prices set forth in Exhibit "1," subject to a limit up to but not to exceed One Hundred Fifty-Four Thousand Four Hundred Sixty-Seven and 00/100 Dollars (\$154,467.00) for fiscal year 2018. Unit quantities have been estimated and compensation shall be paid based on actual unit quantities. 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. Contract Documents. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)

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

5. Contract Administration. The Public Works Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

6. 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 21 of this contract concerning disputes.

7. 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.

8. 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.

9. 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.

10. 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 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 for the duration of the Contract term.

(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 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.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

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

11. 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.

12. 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.

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 Body 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>1,000,000.00.</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 |
|--------------------------|---|

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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

22. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. 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.

23. 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.

24. 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.**

25. 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.

26. 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.

27. 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: Lynn Stevens, Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Roadscape North Florida, Inc.
Attention: Bilal S. Saleem, President
14476-105 Duval Place
Jacksonville, Florida 32208
(904) 591-4635 – Telephone
roadscape1@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.

28. 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.

29. 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:

ROADSCAPE NORTH FLORIDA, INC.

Printed Name: _____

By: _____

Bilal S. Saleem, President

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Bilal S. Saleem, as President of Roadscape North Florida, 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
STREET STRIPING PROJECT
ITB # 18-04

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:	Roadscape North Florida, Inc
CONTACT PERSON:	Bilal Saleem
EMAIL ADDRESS:	roadscape1@yahoo.com
AUTHORIZED SIGNATURE:	<i>Bilal Saleem</i>

GROUP I - FURNISH & INSTALL THERMOPLASTIC OR PAINT							
Item #	Description	Estimated Quantities	Unit of Measure	Thermoplastic Double Drop Bead Application		Paint	
				Unit Price	Total Cost	Unit Price	Total Cost
1	4" yellow stripe	106,928	Linear Foot	\$ 0.44	\$ 47,048.32	\$ 0.08	\$ 8,554.24
2	4" white stripe	46,640	Linear Foot	\$ 0.44	\$ 20,521.60	\$ 0.08	\$ 3,731.20
3	6" yellow stripe	14,006	Linear Foot	\$ 0.52	\$ 7,283.12	\$ 0.15	\$ 2,100.90
4	6" white stripe	832	Linear Foot	\$ 0.52	\$ 432.64	\$ 0.15	\$ 124.80
5	8" white stripe	50	Linear Foot	\$ 0.53	\$ 26.50	\$ 0.18	\$ 9.00
6	12" white stripe	2,216	Linear Foot	\$ 2.50	\$ 5,540.00	\$ 0.52	\$ 1,152.32
7	18" yellow stripe	350	Linear Foot	\$ 2.80	\$ 980.00	\$ 0.62	\$ 217.00
8	18" white stripe	60	Linear Foot	\$ 2.80	\$ 168.00	\$ 0.62	\$ 37.20
9	24" white stripe	2,000	Linear Foot	\$ 3.10	\$ 6,200.00	\$ 1.50	\$ 3,000.00
10	Arrow symbol-single left, thru or right	40	Each	\$ 65.00	\$ 2,600.00	\$ 25.00	\$ 1,000.00
11	Legend, Only	8	Each	\$ 80.00	\$ 640.00	\$ 45.00	\$ 360.00
				TOTAL	\$ 91,440.18	TOTAL	\$ 20,286.66
GRAND TOTAL (GROUP I: Items 1 - 11)						\$	111,726.84

GROUP II- LAYOUT & REMOVAL OF MARKINGS							
Item #	Item / Task	Estimated Quantities	Unit of Measure	Thermoplastic		Paint	
				Unit Price	Total Cost	Unit Price	Total Cost
1	Removal of existing markings, per square foot	500	Square Foot	\$ 3.00	\$ 1,500.00	\$ 3.00	\$ 1,500.00
2	Removal of RPMs, each	880	Each	\$ 0.50	\$ 440.00	\$ 0.50	\$ 440.00
3	Supply and Install RPMs, each	880	Each	\$ 3.00	\$ 2,640.00	\$ 3.00	\$ 2,640.00
				TOTAL	\$ 4,580.00	TOTAL	\$ 4,580.00
4	Minimum Trip Charge		Each	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 2,700.00
GRAND TOTAL (GROUP II: Items 1 - 4)						\$	11,860.00

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed competitive bids for replacement of deteriorated pavement markings with thermoplastic and/or paint on public maintained streets and parking lots.

SCOPE OF WORK:

- A. General Work: Requirements shall include the replacement of deteriorating pavement markings with thermoplastic and/or paint on public streets and parking lots.
- B. New roadway construction: Shall include layout and stripping, in accordance with construction plans, as provided by the City. The above may include both permanent or temporary pavement markings in paint and subsequent final markings in thermoplastic following a new pavement cure time as directed by the Public Works Director or designee. Pavement cure time may range from forty-eight (48) hours to ten (10) days.
- C. Replacement or modification of existing markings: Shall include, but not limited to, restriping in thermoplastic and/or paint at intersections, roadway segments, and public parking lots throughout the City as directed by the Public Works Director or designee.
 - 1. Priority of restriping projects shall be as directed by the Public Works Director or designee, shall be reviewed periodically and is subject to change with reasonable notice.
 - 2. Replacement of existing markings shall generally require restriping in thermoplastic and/or paint in the same pattern, pavement legends, and symbols, stop bars, and crosswalks currently existing.
 - 3. Modifications to existing markings shall be required at various times and locations. Some instances shall require removal of all non-applicable markings before, during, or immediately following installation of new markings.
 - 4. Removal of existing pavement markings such that scars or traces of removed markings will not conflict with new stripes and markings through grinding, planning, or various means of high-pressure water/steam removal shall accomplish pavement-marking removal. The use of black paint to obliterate non-applicable markings is contrary to FDOT, MUTCD and City standards and shall be prohibited.
 - 5. Special conditions shall permit new markings to be placed on top of existing markings when pattern or color changes are required. These special conditions and the appropriate modification of existing markings shall be reviewed and approved by the Public Works Director or designee.

- D. Raised reflective pavement markers (RPMs): Shall include installation of new, replacement of existing, and removal of old RPMs. RPMs shall be installed in accordance with the FDOT standards index and/or City's stripping plans. Change/deviation from the FDOT standard index shall only be permitted with express written consent of the Public Works Director. Removal of existing RPMs shall be completed as to minimize the damage to pavement surface.
- E. Application equipment: The contractor shall supply the all necessary tools and machines required to install, replace, modify, and remove thermoplastic paint and RPMs.
1. It shall be the contractor's responsibility to determine the most appropriate application equipment based on work description provided by the City in the form plans, on-site review and/or the pattern of the existing pavement markings.
 2. The choice of equipment shall ensure that the installation or replacement of all pavement markings is in accordance with FDOT standard index and shall be completed and satisfactory to the City.
- F. Materials-contractor supplies: all traffic markings materials shall be one of the products listed on the FDOT Qualified Products List section 971. Exceptions shall only be permitted with express written consent from the City.
1. Thermoplastic
 2. Paint
 3. Reflective glass spheres (beads)
 4. RPMs (in limited situations)
- G. Removal and disposal of all excess, spent, or removed materials including, but not limited to, solvents shall be the sole responsibility of the Contractor. No materials, packing, buckets, container, paints, thermoplastic, solvents, or hazardous materials shall be disposed of on public, or private property, including road/street right-of-way's adjacent to or near the work site.
- H. The Contractor shall follow all rules and regulations related to disposal of materials, as prescribed by OSHA and the State of Florida Department of Environmental Protection (DEP). Failure to do so, at a minimum, shall result in cancellation of this contract.
- I. Maintenance of Traffic (MOT):
1. The Contractor shall be responsible for MOT at all times and shall comply with the Manual of Uniform Traffic Control Devices (MUTCD), Temporary Traffic Control (part 6), the Florida Department of Transportation roadway and Traffic Designs Standard Index (latest edition).
 2. Lane or road closures shall not be permitted without prior consent of the City's Public Works Director or designee. The Contractor shall adhere to any and all-time limits which may be imposed by the City.

3. Maintenance of Traffic plans (MOT) may be included as part of the pavement marking plans provided by City or provided by the engineering consulting or engineer of record.
4. MOT may also be developed in the field or at the work site, with prior approval of the project manager.
5. The Contractor shall be required to show proof of certification that person(s) at supervisory level have completed successfully the International Municipal Signal Association (I.M.S.A), Safety in the Work Zone, and a minimum of the American Traffic Safety Services Association (ATSSA), Worksite Traffic Supervisor, or FDOT approved Work Zone Safety certification. It is not required that this person remains on site at all, but he or she shall be familiar with any all proposed MOT plans and shall be held responsible for implementation and maintenance of work zone traffic control devices for the duration of the project.
6. If the work project requires the use of flag person(s) to satisfy maintain the flow of traffic, the flag person(s) shall be an employee of the Contractor. Personnel from labor pools or temporary agencies shall not be acceptable. The flag person shall be properly trained for this position.
7. Before, during and after the implementation of any MOT plan, it shall be the Contractor's responsibility to conduct his or her work so as to ensure minimal obstruction to normal pedestrian and vehicular traffic, including, but not limited to access to public and private property and inconvenience to the general public and residences in the vicinity of the work site.
8. The Contractor shall conduct all work to ensure the protection of persons, vehicles, and other private property, in a manner deemed acceptable by the City.
9. All lane closures on multi-lane (3 or more) streets, roads, or highways shall require the use of a fully operational (truck or trailer) electronic flashing arrow panel to safely redirect the motoring public.
10. All lane closures and road closures shall be implemented so as to provide immediate, unobstructed access by emergency response vehicles and persons.
11. No work or MOT plan may interfere, obstruct, or compromise the proper functioning of roadside traffic control devices, gutter, storm water inlets, drainage ditches, irrigation equipment, or fire hydrants.
12. The Contractor shall be responsible for parking all maintenance and application equipment safely at or near the work site without blocking sight distance of motorists and pedestrians at intersections and driveways (public and private).
13. The Contractor may use the public right-of-way (when and where adequately available) for parking/storing vehicles, equipment, and materials, but the Contractor shall be responsible for restoring the right-of-way's to its original condition immediately following completion of the project.
14. The contractor shall be responsible for securing permission to park/store vehicles, equipment, and materials on private property prior to beginning any work.

DAMAGES TO PRIVATE PROPERTY SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

- J. The City's Project Manager shall provide a work project schedule to the Contractor. It is anticipated that conditions may periodically cause delays in completing work projects. The Contractor shall notify the Project Manager as soon as possible following his or her knowledge of such delays.
 - 1. Verbally by phone for delays of relatively short durations (2 days or less).
 - 2. In writing for delays of extended duration (3 or more days).
- K. It shall be the discretion of the Public Works Director to approve the delay or authorize completion of the work project, by others, outside the limitations of this bid document.
- L. In the event of an assignment of multiple work projects, the Project Manager shall establish priority of work to be completed by the Contractor.
- M. Warranties: The Contractor shall fully warrant all materials furnished and/or installed against defects in materials or installation and meet the minimum performance specifications as listed in section 711 FDOT Standard Specification for Roads and Bridge Construction.
 - 1. Failure to installed pavement markings paint, thermoplastic and RPMs and/or retro-reflectivity of same shall be remedied at the expense of the Contractor upon written notice from the City.

END OF SPECIFICATIONS

EXHIBIT “2”

Payment and Performance Bond

Consisting of 3 Pages

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance

With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Roadscape North Florida, Inc.

Principal Business Address: 14476-105 Duval Place
Jacksonville, Florida 32208

Contact Person: Bilal S. Saleem, President

Phone Number: (904) 591-4635

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: City Manager

Phone Number: (386) 506-5501

Amount: \$154,467.00

City Case/ ITB 18-04 Street Striping

Description of Work: ITB 18-04 Street Striping

Project Location: Various locations in and around Port Orange, Volusia County, Florida

Legal Description: Various locations in and around Port Orange, Volusia County, Florida
Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Roadscape North Florida, Inc.
ITB 18-04 Street Striping

Bond No. _____

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Roadscape North Florida, Inc.**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED SIXTY-SEVEN AND 00/100 DOLLARS (\$154,467.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, 2018, entered into by and between the Principal and the City, for Street Striping, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed, and shall be deemed an original, this _____, day of _____, 2018.

Attest:

ROADSCAPE NORTH FLORIDA, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Bilal S. Saleem, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

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



**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-#18-04
ITB TITLE: STREET STRIPING
OPENING DATE/TIME: December 14, 2017 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		Fausnight Stripe & Line Inc.	Extreme Striping Inc.	Roadscape North Florida Inc.	
1	Form 7.1 Submittal Checklist	YES	YES	YES	
2	Form 7.2 Bidder's Acknowledgment	YES	YES	YES	
3	Form 7.3 Addendum & Change Order Acknowledgement	YES	YES	YES	
4	Form 7.4 Drug Free Preference Statement	YES	YES	YES	
5	Form 7.5 Statement on Public Entity Crimes	YES	YES	YES	
6	Form 7.6 Affidavit of Anti-Collusion	YES	YES	YES	
7	Form 7.7 Statement of Vendors Qualifications	YES	YES	YES	
8	Form 7.8 Professional References	YES	YES	YES	
9	Form 7.9 Local Business Affidavit of Eligibility	YES	YES	YES	
10	Attachment 1-Bid Proposal	YES	YES	YES	
11	Bid Bond	YES	YES	YES	
1 Original, 1 Digital Copy		YES	YES	YES	
Deemed Responsive?		YES	YES	YES	
TOTAL BID GROUP 1		\$ 155,121.46	\$ 137,585.96	\$ 111,726.84	\$ -
TOTAL BID GROUP 2		\$ 10,686.00	\$ 8,840.00	\$ 11,860.00	\$ -

Opened and tabulated by: David Battaglia, Purchasing Agent
 Witnessed by: Marla Callanan, Buyer

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

STREET STRIPING

ITB #18-04



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Release Date: November 9, 2017

Bid Due Date and Time: December 14, 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

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– Statement of Vendor’s Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Bid Bond
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY:

Roadscape North Florida, Inc
Name of Business

[Signature]
Authorized Signature

12/14/2017
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 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):

Roadscape North Florida, Inc.
NAME OF BUSINESS

Bilal S. Saleem
AUTHORIZED SIGNATURE

BILAL S SALEEM - president
NAME, TITLE, TYPED

20-4210821
FEDERAL IDENTIFICATION #

STATE OF FLORIDA COUNTY OF DUVAL

14476 704 Duval Place
MAILING ADDRESS

Jacksonville, Florida 32218
CITY, STATE & ZIP CODE

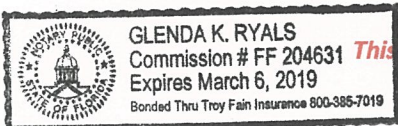
904 591-4635
TELEPHONE NUMBER / FAX NUMBER

roadscape1@yahoo.com
E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of 11/24, 2017 by BILAL SAD SALEEM who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Glenda K Ryals
Notary Public



This document must be completed and returned with your Submittal

PRODUCED FLJIL 5450-077-56-065-C

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."

Roadscape North Florida
Name of Business
By: [Signature]
Printed Name: BILAL S SALEEM
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to (or affirmed) and subscribed before me this 24th day of NOV, 2017 by
BILAL SAD SALEEM as PRESIDENT of
(NAME) (TITLE)
Roadscape North Florida, LLC and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

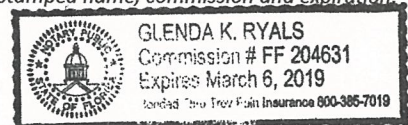
☐ is personally known to me; or

☒ has produced FLDL as identification.
5450-077-56-065-0

[Signature]
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.

Roadscape North Florida, Inc.
Name of Business
By: [Signature]
Printed Name: Bilal S. Saleem
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to (or affirmed) and subscribed before me this 24th day of NOV, 2017 by
BILAL SAD SALEEM, as PRESIDENT of
(NAME) (TITLE)
Roadscape North Florida, Inc. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

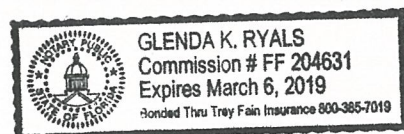
☐ is personally known to me; or

☒ has produced FLDL as identification.

5450-077-56-065-0

This document must be completed and returned with your Submittal

[Signature]
Notary Public, State of FLORIDA
Printed, typed or stamped name, commission and expiration:



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 Bilal S Saleem, who, being by me first duly sworn, made the following statement:

1. The business address of 14476-704 Duval Pl NW Ste 12 32218 (name of Offeror or business) is Roadscape North Florida, Inc.
2. My relationship to Roadscape North Florida, 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 N/A. 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.)

Roadscape North Florida
Name of Business
By: [Signature]
Printed Name: Bilal S Saleem
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF DUVAL

Sworn to (or affirmed) and subscribed before me this 24th day of NOV, 2017 by BILAL SAD SALEEM as PRESIDENT of Roadscape North Florida, Inc and who:

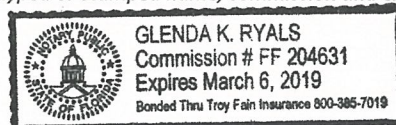
[Notary: Please select one]

☐ is personally known to me; or

☒ has produced FLDL as identification.
5450-077-065-0

[Signature]
Notary Public, State of FLORIDA

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: ROADSCAPE North Florida, Inc.

SIGNED BY: Bilal S. Saleem
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Bilal S. Saleem

TITLE: PRESIDENT

ADDRESS: 14476-704 Duval Place West

CITY: Jay STATE: FL. ZIP CODE: 32218

TELEPHONE: 904-591-4635 FAX: 904-768-9020

COMPLETION TIME: AS specify

F.E.I.N. NUMBER: 20-4210821

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): N/A

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor. ROADSCAPE NORTH FLORIDA, Inc
- B. Permanent main office address. 14476-704 DUAL PLACE Inc. FL 32218
- C. Date organized. 10-06-2003
- D. If a corporation, where incorporated. FLORIDA
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 14 yrs
- ✓ F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company. PAVEMENT MARKING
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? NO
- ✓ H.⁽²⁾ Provide a list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why? NO
- ✓ J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- ✓ K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project. 18 yrs EXPERIENCE
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ 75,000
- O. Give bank reference: Regions
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES

IT
SEE ATTACH

ˆRoadscape North Florida,Inc
14476-704 Duval Place West
Jacksonville,Florida 32218
904-591-4635

Statement of Vendor's Qualifications

F. Contracts on hand: Polk County \$ 1,128,000.00
 Lakeland, Florida
 12/31/2019
 Clay County \$ 110,000.00
 GREEN COVE SPRING,Florida
 12/31/2019

H. Any lawsuits or judgments

 No judgments

 One lawsuit. Nature : supply disputes
 Working it out

J. Clay County— \$ 110,000 each year 2011-2017
 Nassau County— \$85,000 each year. 2013-2017
 Alachua County- \$200,000 each year. 2014-2017
 Ocala County— \$600,000 each year. 2014-2016
 Flagler County— \$150,000 each year. 2014-2017

K. List of major equipment

 Longline paint truck

 Longline thermoplastic truck

 2 attenuated truck

 Handliner truck

 RPm,s machine

 Handliner machine

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Roadscape North Florida, Lc
Name of Business

By: Bilal S. Saleem
Printed Name: BILAL S SALEEM
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF DUVAL

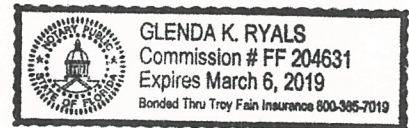
Sworn to (or affirmed) and subscribed before me this 24th day of NOV, 2017 by
BILAL SAD SALEEM, as PRESIDENT
of Roadscape North Florida, Lc and who:

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced FL D/L as identification.
5450-077-56-065-0

Glenda K. Ryals
Notary Public, State of FLORIDA
Printed, typed or stamped name, commission
and expiration:



This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: Clay County Public Works
Contact Person: Billy
City, State: GREEN COVE Springs, FL. 32043
Telephone Number: 904-284-6335
Email Address: _____
Description of goods or
Services provided: PAVEMENT Marking
Contract Amount: \$110,000.00
Start/End Date of Contract: JAN 2016 To Oct 2019
2. Company Name: Polk County Board of County Commissioners
Contact Person: DWAYNE MOSS
City, State: 330 W. Church St Bartow, FL 33831-9005
Telephone Number: 863-514-7221
Email Address: _____
Description of goods or
Services provided: PAVEMENT Marking
Contract Amount: \$1,128,265.00
Start/End Date of Contract: 3/29/2017 To 3/29/2020
3. Company Name: Palm Coast
Contact Person: TRIER
City, State: 160 LAKE AVE, Palm Coast, FL 32164
Telephone Number: 386-283-8638
Email Address: _____
Description of goods or
Services provided: PAVEMENT Marking
Contract Amount: \$150,000.00
Start/End Date of Contract: 3/31/2017 To 11/31/2017

This document must be completed and returned with your Submittal.

FORM 7.9 – 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: Roadscape North FloridaCONTACT PERSON/TITLE: Bilal S. Saleem - PresidentMAILING ADDRESS: 14476 704 Duval PlaceCITY-STATE-ZIP: JAX, FL 32218Length of Time at Address Provided: 3 yrsPhysical 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: 904-591-4635 FAX: 904-768-9020EMAIL: Roadscape1@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 Bilal Saleem who, after being sworn according to law, stated that he or she was authorized to represent Roadscape North Florida and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Glenda K Ryals

SIGNATURE OF NOTARY PUBLIC

THIS 24th DAY OF NOV, 2017

My Commission Expires: 3/6/19

Bilal S. Saleem

SIGNATURE OF AFFIANT

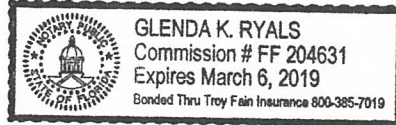
DATE

Bilal S. Saleem

PRINTED NAME OF AFFIANT / TITLE

Roadscape North Florida, Inc
COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal



"ATTACHMENT 1"
SCHEDULE OF UNIT PRICING BID FORM
STREET STRIPING PROJECT
ITB # 18-04

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:	Roadscape North Florida, Inc
CONTACT PERSON:	Bilal Saleem
EMAIL ADDRESS:	roadscape1@yahoo.com
AUTHORIZED SIGNATURE:	<i>Bilal Saleem</i>

GROUP I - FURNISH & INSTALL THERMOPLASTIC OR PAINT							
Item #	Description	Estimated Quantities	Unit of Measure	Thermoplastic Double Drop Bead Application		Paint	
				Unit Price	Total Cost	Unit Price	Total Cost
1	4 " yellow stripe	106,928	Linear Foot	\$ 0.44	\$ 47,048.32	\$ 0.08	\$ 8,554.24
2	4" white stripe	46,640	Linear Foot	\$ 0.44	\$ 20,521.60	\$ 0.08	\$ 3,731.20
3	6" yellow stripe	14,006	Linear Foot	\$ 0.52	\$ 7,283.12	\$ 0.15	\$ 2,100.90
4	6" white stripe	832	Linear Foot	\$ 0.52	\$ 432.64	\$ 0.15	\$ 124.80
5	8" white stripe	50	Linear Foot	\$ 0.53	\$ 26.50	\$ 0.18	\$ 9.00
6	12" white stripe	2,216	Linear Foot	\$ 2.50	\$ 5,540.00	\$ 0.52	\$ 1,152.32
7	18" yellow stripe	350	Linear Foot	\$ 2.80	\$ 980.00	\$ 0.62	\$ 217.00
8	18" white stripe	60	Linear Foot	\$ 2.80	\$ 168.00	\$ 0.62	\$ 37.20
9	24" white stripe	2,000	Linear Foot	\$ 3.10	\$ 6,200.00	\$ 1.50	\$ 3,000.00
10	Arrow symbol-single left, thru or right	40	Each	\$ 65.00	\$ 2,600.00	\$ 25.00	\$ 1,000.00
11	Legend, Only	8	Each	\$ 80.00	\$ 640.00	\$ 45.00	\$ 360.00
				TOTAL	\$ 91,440.18	TOTAL	\$ 20,286.66
GRAND TOTAL (GROUP I: Items 1 - 11)						\$	111,726.84

GROUP II- LAYOUT & REMOVAL OF MARKINGS							
Item #	Item / Task	Estimated Quantities	Unit of Measure	Thermoplastic		Paint	
				Unit Price	Total Cost	Unit Price	Total Cost
1	Removal of existing markings, per square foot	500	Square Foot	\$ 3.00	\$ 1,500.00	\$ 3.00	\$ 1,500.00
2	Removal of RPMs, each	880	Each	\$ 0.50	\$ 440.00	\$ 0.50	\$ 440.00
3	Supply and Install RPMs, each	880	Each	\$ 3.00	\$ 2,640.00	\$ 3.00	\$ 2,640.00
				TOTAL	\$ 4,580.00	TOTAL	\$ 4,580.00
4	Minimum Trip Charge		Each	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 2,700.00
GRAND TOTAL (GROUP II: Items 1 - 4)						\$	11,860.00

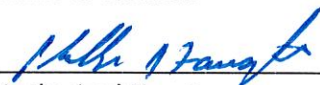
SECTION 7 – REQUIRED FORMS

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– Statement of Vendor’s Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Local Business Affidavit of Eligibility
- ☐ Attachment 1 – Bid Proposal
- ☒ Bid Bond
- ☐ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: Fausnight Stripe & Line, Inc.

Name of Business


Authorized Signature

12/13/2017
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 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):

Fausnight Stripe & Line, Inc.

NAME OF BUSINESS

Phillip J. Fausnight

AUTHORIZED SIGNATURE

Phillip J. Fausnight, President

NAME, TITLE, TYPED

59-2556096

FEDERAL IDENTIFICATION #

910 Charles St

MAILING ADDRESS

Longwood, FL, 32750

CITY, STATE & ZIP CODE

407-261-5446 // 407-261-5449

TELEPHONE NUMBER / FAX NUMBER

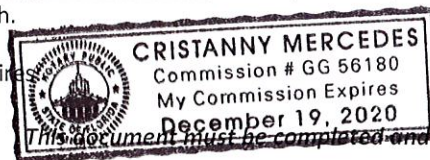
Phil@Fausnight.com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Seminole

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

My Commission Expires



Cristanny Mercedes
Notary Public

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 # N/A 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."

Fausnight Stripe & Line, Inc.
Name of Business

By: [Signature]
Printed Name: Phillip J. Fausnight
Title: President

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 13th day of December, 20 17 by
Phillip J. Fausnight, as President of
(NAME) (TITLE)
Fausnight Stripe & Line, Inc. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

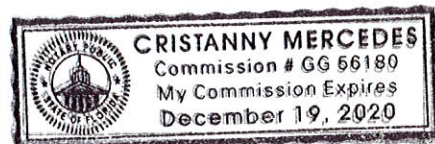
☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

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.

Fausnight Stripe & Line, Inc.

Name of Business

By: Phillip J. Fausnight

Printed Name: Phillip J. Fausnight

Title: President

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 13th day of December, 2017, by Phillip J. Fausnight, as President of

(NAME)

(TITLE)

Fausnight Stripe & Line, Inc.

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

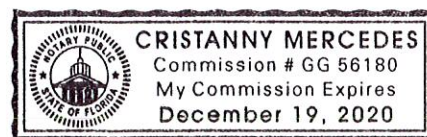
☒ Is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Cristanny Mercedes
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



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 Phillip J. Fausnight who, being by me first duly sworn, made the following statement:

1. The business address of Fausnight Stripe & Line, Inc. (name of Offeror or business) is 910 Charles St, Longwood, FL, 32750.
2. My relationship to Fausnight Stripe & Line, 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.)

Fausnight Stripe & Line, Inc.
Name of Business
By: Phillip J. Fausnight
Printed Name: Phillip J. Fausnight
Title: President

STATE OF Florida
COUNTY OF Seminole

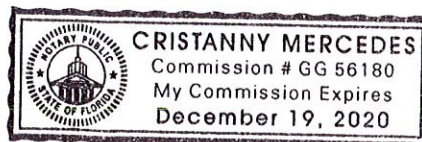
Sworn to (or affirmed) and subscribed before me this 13th day of December, 2017 by Phillip J. Fausnight, as President of Fausnight Stripe & Line, Inc. and who:

[Notary: Please select one]

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

This document must be completed and returned with your Submittal

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



FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
Fausnight Stripe & Line, inc.
- B. Permanent main office address.
910 Charles St, Longwood, FL, 32750
- C. Date organized.
1985
- D. If a corporation, where incorporated.
1985
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
32 years.
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
See attached backlog.
- G. General character of work performed by your company.
Pavement markings, Hydroblasting, and Sign Installation
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
No.
- H.⁽²⁾ Provide a list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
None.
- I. Have you ever defaulted on a contract? If so, where and why?
No.
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
See largest projects attachement.
- K. List your major equipment currently owned or leased.
See attached book asset detail -- no leased equipment.
- L. Experience in work similar to this type of project.
Refer to Form 7.8
- M. Background and experience of the principal members of your organization, including the officers.
See attached
- N. Credit currently available: \$____ Line of credit is currently \$250,000
- O. Give bank reference: Peter Allport, Florida Capital Bank, 407-540-5806
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
Yes

FAUSNIGHT STRIPE AND LINE, INC.
BACKLOG

CUSTOMER	JOB	CONTRACT AMOUNT	PREVIOUS AMTS BILLED	AMOUNT TO COMPLETE
Axios	OIA garage	103,833	12,000	91,833
Briar	Waterleigh	71,193	29,170	42,023
Briar	Hawksmoor	104,815	6,245	98,570
Gibbs & Register	Northrup Grumman	173,390	18,120	155,270
GLF	SR 453	346,330	12,351	333,979
Gregori	Curry Ford Road	64,996	15,245	49,751
Hubbard	International Drive	303,377	103,424	199,953
JCB	Ventura Elementary	38,885	33,895	4,990
JMHC	SR 414	103,592	10,315	93,277
JR Davis	Oak Street	89,385	25,000	64,385
JR Davis	SR 500	403,635	56,002	347,633
JR Davis	Twin Lakes	55,210	48,695	6,515
JR Davis	Storey Park	141,746	90,121	51,625
JR Davis	North Ridge Trail	73,199	30,622	42,577
JR Davis	E8Q11	65,708	1,177	64,531
Middlesex	S Airport APM	189,014	57,747	131,267
Middlesex	Central FL Rail	146,132	24,137	121,995
Preferred Materials	Dog Track Rd	109,682	35,430	74,252
Prince	SR 15	287,390	34,512	252,878
Ranger	US 27	327,772	119,006	208,766
SEMA	Epcot Center Dr	544,599	196,026	348,573
Southland	Osceola Parkway	203,338	160,290	43,048
Southland	SR 46	117,021	15,420	101,601
Superior	World Drive	222,578	16,373	206,205
Tucker Paving	Universal Blvd	41,165	37,040	4,125
UIG	FL East Rail	66,950	2,150	64,800
		4,394,935	1,190,513	3,204,422

CONTRACTS AND PROPOSALS NOT STARTED BUT SIGNED

		ORIGINAL CONTRACT	
3M	Brevard County various	96,802	96,802
Bergeron	17/92	14,091	14,091
Briar	Estates at Westerly	37,450	37,450
Briar	Lake Emma Sound	8,880	8,880
Briar	Allegiant Simulator	4,715	4,715
Eden Site	Sunrail	47,653	47,653
Hubbard	FL hospital Apopka	75,000	75,000
Jordan Bros	Lakeshore Amenity	3,550	3,550
JR Davis	Storey Lake Blvd Ph 3	19,655	19,655
JR Davis	Boggy Creek HS	22,655	22,655
JR Davis	Transona at Addison	21,490	21,490
JR Davis	Golden Oak Ph 4	18,830	18,830
JR Davis	Durbin Creek	19,810	19,810
JR Davis	Villagio	2,125	2,125
JR Davis	Reeling Park	11,445	11,445
Melbourne - 16002230	Various	104,026	104,026
Melbourne -17001014	Various	39,699	39,699
Ocoee	Various	50,736	50,736
Orange County	Various - 2nd year	920,870	920,870
Palm Bay	Various	17,313	17,313
Prince	I-75 waterblasting	19,325	19,325
Sanford - 35193	Various	48,006	48,006
Sanford - 35154	Various	58,483	58,483
Seminole County - 39446	Various	6,720	6,720
Seminole County - 39600	Various	1,555	1,555
Seminole County - 39177	Various	130,333	130,333
Seminole County - 40072	Various - DW	86,000	86,000
Seminole County - 39127	Tuskawilla	48,000	48,000
Southland	SR 429	726,024	726,024
Southland	Osceola Parkway/Victory Way	335,539	335,539
Southland	World Drive at BVD	7,828	7,828
Tucker Paving	Winter Haven Airport	17,460	17,460
		3,022,068	3,022,068

Contracts in progress under 40k

		Total Contract	Invoiced	amount Left
Briar	Poe Reserve	12,260	6,965	5,295
Briar	Parkside Ph 5	11,002	6,803	4,199
Briar	Oregon St	7,094	960	6,134
Briar	Dunson	21,990	8,450	13,540
Briar	Windsor Square	9,574	2,400	7,174
Briar	Narcoossee Del Sol	23,940	10,095	13,845
Don Luchetti	Grumman Place	5,085	3,300	1,785
Don Luchetti	EFSC	23,748	14,420	9,328
Eden Site	Jones HS	18,865	9,499	9,366
Eden Site	Carver MS	25,635	16,335	9,300
Gibbs & Register	Westmonte Dr	18,956	7,105	11,851
Hubbard	Ascot	12,080	9,580	2,500
JCB	Rock Lake Elementary	29,347	7,972	21,375
Jon M Hall	Addison at Millenia	12,605	6,608	5,997
Jon M Hall	Heritage Oaks	18,505	2,200	16,305
JR Davis	Kindred	20,295	11,860	8,435
JR Davis	Bridgewater	32,450	1,503	30,947
JR Davis	Hamlin	11,055	680	10,375
JR Davis	A3	14,150	1,250	12,900
Ranger	Hwy 60	9,994	5,344	4,650
				205,301

TOTAL BACKLOG 7,417,003 8,431,791

Fausnight Stripe and Line, Inc.
Largest projects completed in the last fiscal year

Contractor	Project	Contract Amount	Contract Cost	Completed
Orange County	Various	998,898	849,063	17-Oct
Southland Construction	SR 528	746,351	671,251	16-Nov
Prince Construction	US 27	571,925	443,995	17-Jan
Preferred Materials	SR 417	677,823	621,051	16-Aug
JR Davis Construction	Poinciana Pkwy	328,432	261,017	17-Mar
Seminole County	Various	1,038,111	889,446	17-May
JR Davis Construction	BVD	382,544	293,498	16-Oct
JR Davis Construction	Disney N Service Area	368,255	308,148	17-May
JR Davis Construction	SR 500	250,269	202,122	17-May
Hubbard Construction	SR 50	202,748	158,614	17-May

Book Asset Detail 1/01/17 - 11/30/17

FYE: 5/31/2018 Mth: 11/30/2017

Asset	id	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: AMORTIZATION												
416		DEFERRED LOAN COSTS-FCB 3	12/30/13	4,433.53	0.00	0.00	3,399.05	73.90	3,472.95	960.58	S/L	5.00
424		DEFERRED LOAN COSTS-FCB 3	8/01/14	1,779.35	0.00	0.00	1,156.58	29.66	1,186.24	593.11	S/L	5.00
463		DEFERRED LOAN COSTS-FCB 3	2/08/17	3,650.90	0.00	0.00	456.36	50.71	507.07	3,143.83	S/L	6.00
		AMORTIZATION		9,863.78	0.00c	0.00	5,011.99	154.27	5,166.26	4,697.52		
Group: AUTOMOBILE												
425		#6 - 2014 F150	12/29/14	32,342.87	0.00	0.00	15,273.02	449.21	15,722.23	16,620.64	S/L	6.00
445		2016 FORD FUSION	11/19/15	23,658.39	0.00	0.00	7,557.53	328.59	7,886.12	15,772.27	S/L	6.00
462		#165 2016 F150	9/30/16	40,502.79	0.00	0.00	5,484.75	421.91	5,906.66	34,596.13	S/L	8.00
		AUTOMOBILE		96,504.05	0.00c	0.00	28,315.30	1,199.71	29,515.01	66,989.04		
Group: COMPUTER												
199	d	DELL COMPUTER - SERVER	9/11/03	6,093.55	0.00	0.00	6,093.55	0.00	6,093.55	0.00	S/L	6.00
306		DELL LAPTOP (MIKE)	7/08/06	1,573.34	0.00	0.00	1,573.34	0.00	1,573.34	0.00	S/L	6.00
315		DELL COMPUTER - LAT DB20 T	12/22/06	3,230.95	0.00	0.00	3,230.95	0.00	3,230.95	0.00	S/L	6.00
360	d	DELL QUAD CORE SERVER	9/16/08	4,412.64	0.00	0.00	4,412.64	0.00	4,412.64	0.00	S/L	6.00
398		DELL LAPTOP	2/16/11	1,318.73	0.00	0.00	1,318.73	0.00	1,318.73	0.00	S/L	6.00
475		DELL POWEREDGE SERVER	7/13/17	11,967.36	0.00c	0.00	664.85	166.22	831.07	11,136.29	S/L	6.00
		COMPUTER		28,596.57	0.00c	0.00	17,294.06	166.22	17,460.28	11,136.29		
		*Less: Dispositions and Transfers		10,506.19	0.00	0.00	10,506.19		10,506.19	0.00		
		Net COMPUTER		18,090.38	0.00c	0.00	6,787.87	166.22	6,954.09	11,136.29		
Group: COMPUTER SOFTWARE												
389		FIXED ASSET SOFTWARE	6/25/09	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	0.00	Amort	3.00
392	d	SERVER LICENSE PROGRAMS	7/08/09	3,957.39	0.00	0.00	3,957.39	0.00	3,957.39	0.00	Amort	3.00
394		ENTERPRISE SOLUTIONS	2/24/10	2,568.00	0.00	0.00	2,568.00	0.00	2,568.00	0.00	Amort	3.00
		COMPUTER SOFTWARE		8,025.39	0.00c	0.00	8,025.39	0.00	8,025.39	0.00		
		*Less: Dispositions and Transfers		3,957.39	0.00	0.00	3,957.39	0.00	3,957.39	0.00		
		Net COMPUTER SOFTWARE		4,068.00	0.00c	0.00	4,068.00	0.00	4,068.00	0.00		
Group: FURNITURE AND FIXTURES												
85		2 4-DRAWER FILES	12/03/98	642.00	0.00	0.00	642.00	0.00	642.00	0.00	S/L	10.00
106		DESK	7/27/00	1,407.90	0.00	0.00	1,407.90	0.00	1,407.90	0.00	S/L	10.00
107		RECEPTION DESK	8/09/00	1,289.35	0.00	0.00	1,289.35	0.00	1,289.35	0.00	S/L	10.00
113		2 4-DRAWER 36" LAT CHERRY	2/09/01	1,426.31	0.00	0.00	1,426.31	0.00	1,426.31	0.00	S/L	10.00
122		OFFICE FURNITURE-PHIL	4/02/01	2,684.63	0.00	0.00	2,684.63	0.00	2,684.63	0.00	S/L	10.00
127		3 JOB SITE AERIAL PHOTOS & 1	5/04/01	636.65	0.00	0.00	636.65	0.00	636.65	0.00	S/L	10.00
148		DESK	6/06/02	750.00	0.00	0.00	750.00	0.00	750.00	0.00	S/L	10.00
160		OFFICE DESK, CHAIR, HUTCH, C	10/08/02	733.97	0.00	0.00	733.97	0.00	733.97	0.00	S/L	10.00
172		FILING CABINET - OFFICE MAX	12/14/02	641.98	0.00	0.00	641.98	0.00	641.98	0.00	S/L	10.00
367		CONFERENCE TABLE, 15 CHAIR	11/20/08	1,524.75	0.00	0.00	1,359.61	12.71	1,372.32	152.43	S/L	10.00

Book Asset Detail 11/01/17 - 11/30/17

FYE: 5/31/2018 Mth: 11/30/2017

Asset Id	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: FURNITURE AND FIXTURES (continued)											
449	REFURB KIP 7100	3/15/16	9,060.00	0.00	0.00	2,157.15	107.86	2,265.01	6,794.99	S/L	7.00
471	ZEROX 5550 LASER PRINTER	3/22/17	2,671.78	0.00	0.00	222.64	31.81	254.45	2,417.33	S/L	7.00
472	LUMA VIDEO/CAMERA SYSTEM	3/01/17	4,983.91	0.00	0.00	474.66	59.34	534.00	4,449.91	S/L	7.00
	FURNITURE AND FIXTURES		28,453.23	0.00c	0.00	14,426.85	211.72	14,638.57	13,814.66		
Group: LEASEHOLD IMPROVEMENTS											
97	STORAGE BUILDINGS	10/03/96	1,250.00	0.00	0.00	1,250.00	0.00	1,250.00	0.00	S/L	15.00
115	INSTALL/REPAIR ELECTRIC/LI	3/29/01	1,960.00	0.00	0.00	812.59	4.08	816.67	1,143.33	S/L	40.00
117	1 STORAGE BUILDING	3/08/95	1,250.00	0.00	0.00	1,250.00	0.00	1,250.00	0.00	S/L	15.00
241	TRANE A/C UNIT	8/04/04	4,002.00	0.00	0.00	1,325.67	8.34	1,334.01	2,667.99	S/L	40.00
246	INSTALL REPAIR ELECTRIC	9/30/04	1,144.61	0.00	0.00	374.45	2.38	376.83	767.78	S/L	40.00
331	ADT SECURITY SYSTEM	10/19/07	4,848.17	0.00	0.00	4,848.17	0.00	4,848.17	0.00	S/L	3.30
352	FIVE TON A/C UNIT	8/08/08	3,800.00	0.00	0.00	3,800.00	0.00	3,800.00	0.00	S/L	2.60
363	D INLET W/ STEEL GRATE OIL	10/22/08	2,750.00	0.00	0.00	2,750.00	0.00	2,750.00	0.00	S/L	2.30
484	TILE IN OFFICE	10/10/17	8,074.87	0.00c	0.00	0.00	1,682.27	1,682.27	6,392.60	S/L	0.80
	LEASEHOLD IMPROVEMENTS		29,079.65	0.00c	0.00	16,410.88	1,697.07	18,107.95	10,971.70		
Group: TOOLS, MACHINERY & EQUIP											
116	WAREHOUSE RACKS	3/27/01	1,827.56	0.00	0.00	1,827.56	0.00	1,827.56	0.00	S/L	6.00
120	MRL 2000LB MELTING KETTLE	3/28/01	34,998.20	0.00	0.00	34,998.20	0.00	34,998.20	0.00	S/L	6.00
123	WAREHOUSE RACKS	4/12/01	701.78	0.00	0.00	701.78	0.00	701.78	0.00	S/L	6.00
124	PALLET RACKS	4/30/01	1,957.67	0.00	0.00	1,957.67	0.00	1,957.67	0.00	S/L	6.00
130	WAREHOUSE RACKS	5/14/01	695.07	0.00	0.00	695.07	0.00	695.07	0.00	S/L	6.00
140	VEHICLE MOUNTED DETOUR I	12/01/01	1,014.69	0.00	0.00	1,014.69	0.00	1,014.69	0.00	S/L	6.00
145	#123 2001 GMC T7500 TRUCK W	6/03/02	380,093.40	0.00	0.00	380,093.40	0.00	380,093.40	0.00	S/L	6.00
161	DELTA LTL 2000 RETROMETER	10/04/02	12,598.52	0.00	0.00	12,598.52	0.00	12,598.52	0.00	S/L	6.00
182	PALLET RACKS FOR WAREHO	5/21/03	3,032.38	0.00	0.00	3,032.38	0.00	3,032.38	0.00	S/L	6.00
213	THERMOPLASTIC HANDLINER	1/30/04	7,950.00	0.00	0.00	7,950.00	0.00	7,950.00	0.00	S/L	6.00
214	POINTER LASER REMOTE CON	1/08/04	7,489.65	0.00	0.00	7,489.65	0.00	7,489.65	0.00	S/L	6.00
215	POINTER LASER MANUAL CON	1/08/04	5,349.65	0.00	0.00	5,349.65	0.00	5,349.65	0.00	S/L	6.00
217	AIR COMPRESSOR	2/26/04	924.93	0.00	0.00	924.93	0.00	924.93	0.00	S/L	6.00
218	TAPE APPLICATOR CART	4/21/04	3,156.50	0.00	0.00	3,156.50	0.00	3,156.50	0.00	S/L	6.00
230	THERMO APPLICATOR	7/28/04	7,313.45	0.00	0.00	7,313.45	0.00	7,313.45	0.00	S/L	6.00
233	5900 L LAZER III 2G	7/21/04	5,510.50	0.00	0.00	5,510.50	0.00	5,510.50	0.00	S/L	6.00
239	FABRICATED TOOL BOX	8/10/04	856.00	0.00	0.00	856.00	0.00	856.00	0.00	S/L	6.00
240	GENERATOR 2500	8/30/04	586.61	0.00	0.00	586.61	0.00	586.61	0.00	S/L	6.00
245	PRE-MELTING KETTLE SET	9/22/04	37,574.65	0.00	0.00	37,574.65	0.00	37,574.65	0.00	S/L	6.00
251	SAFETY CABINET	10/13/04	694.42	0.00	0.00	694.42	0.00	694.42	0.00	S/L	6.00
253	GLASS BEAD DISPENSER	10/06/04	1,354.68	0.00	0.00	1,354.68	0.00	1,354.68	0.00	S/L	6.00
254	LAFARGE GRINDER	10/01/04	4,280.00	0.00	0.00	4,280.00	0.00	4,280.00	0.00	S/L	6.00
255	LAFARGE GRINDER	10/01/04	4,280.00	0.00	0.00	4,280.00	0.00	4,280.00	0.00	S/L	6.00
256	STEEL TOOL BOX (26X32X50)	11/09/04	588.50	0.00	0.00	588.50	0.00	588.50	0.00	S/L	6.00
257	STEEL TOOL BOX (26X32X108)	11/09/04	909.50	0.00	0.00	909.50	0.00	909.50	0.00	S/L	6.00
258	STEEL TOOL BOX (12X60X114)	11/09/04	963.00	0.00	0.00	963.00	0.00	963.00	0.00	S/L	6.00
259	#132 2005 GMC PAINT TRUCK	2/25/05	119,316.78	0.00	0.00	119,316.78	0.00	119,316.78	0.00	S/L	6.00
260	5550 GENERATOR	1/11/04	694.43	0.00	0.00	694.43	0.00	694.43	0.00	S/L	6.00

Book Asset Detail 11/01/17 - 11/30/17

FYE: 5/31/2018 Mth: 11/30/2017

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: TOOLS, MACHINERY & EQUIP (continued)													
266		DIE SHROUD/POT BURNER ASS	2/09/05	1,051.58	0.00		0.00	1,051.58	0.00	1,051.58	0.00	S/L	6.00
268		STEEL TOOL BOX 18X21X52	3/25/05	535.00	0.00		0.00	535.00	0.00	535.00	0.00	S/L	6.00
269		STEEL TOOL BOX 12 GAL	3/09/05	561.75	0.00		0.00	561.75	0.00	561.75	0.00	S/L	6.00
273		TOOL BOX	5/17/05	508.25	0.00		0.00	508.25	0.00	508.25	0.00	S/L	6.00
276		TOOL BOX - 2006 INTL	5/21/05	802.50	0.00		0.00	802.50	0.00	802.50	0.00	S/L	6.00
277		#135 2005 GMC PAINT TRUCK	7/08/05	124,552.12	0.00		0.00	124,552.12	0.00	124,552.12	0.00	S/L	6.00
278		STEEL TOOL BOX (21X26X68)	5/09/05	535.00	0.00		0.00	535.00	0.00	535.00	0.00	S/L	6.00
280		WANCO ARROW BOARD	4/29/05	2,618.08	0.00		0.00	2,618.08	0.00	2,618.08	0.00	S/L	6.00
282		24X26X72 TOOL BOX	6/20/05	588.50	0.00		0.00	588.50	0.00	588.50	0.00	S/L	6.00
285		THERMOPLASTIC APPLICATOR	7/12/05	7,980.30	0.00		0.00	7,980.30	0.00	7,980.30	0.00	S/L	6.00
287		STEEL TOOL BOX 26X22X21	6/24/05	743.65	0.00		0.00	743.65	0.00	743.65	0.00	S/L	6.00
288		AR STRIPEMASTER RETROREL	8/22/05	17,907.47	0.00		0.00	17,907.47	0.00	17,907.47	0.00	S/L	6.00
290		BITUMIS APPLICATOR CART	9/15/05	3,210.00	0.00		0.00	3,210.00	0.00	3,210.00	0.00	S/L	6.00
291		THERMOPLASTIC APPLICATOR	9/16/05	8,441.40	0.00		0.00	8,441.40	0.00	8,441.40	0.00	S/L	6.00
292		18X23X51 STEEL TOOL BOX	10/04/05	588.50	0.00		0.00	588.50	0.00	588.50	0.00	S/L	6.00
293		FLINT 2000 EX PROPANE TORC	10/12/05	1,034.04	0.00		0.00	1,034.04	0.00	1,034.04	0.00	S/L	6.00
296		5000W OHV GENERATOR	9/09/05	563.39	0.00		0.00	563.39	0.00	563.39	0.00	S/L	6.00
298		#137 - 2005 GMC TT6500	8/09/05	101,534.80	0.00		0.00	101,534.80	0.00	101,534.80	0.00	S/L	6.00
300		DELTA LTL 2000 RETROMETER	12/05/05	12,895.82	0.00		0.00	12,895.82	0.00	12,895.82	0.00	S/L	6.00
303		GRINDER W/CARBIDE CUTTER	3/09/06	3,500.00	0.00		0.00	3,500.00	0.00	3,500.00	0.00	S/L	6.00
309		DELTA LTL-X RETROMETER W	8/30/06	19,972.42	0.00		0.00	19,972.42	0.00	19,972.42	0.00	S/L	6.00
311		HONDA BILLY GOAT BLOWER	11/21/06	1,364.24	0.00		0.00	1,364.24	0.00	1,364.24	0.00	S/L	6.00
313		APOLLO HANDLINER BEAD SY	9/25/06	8,827.50	0.00		0.00	8,827.50	0.00	8,827.50	0.00	S/L	6.00
314		LINELAZER IV3900 GUN	9/05/06	4,660.92	0.00		0.00	4,660.92	0.00	4,660.92	0.00	S/L	6.00
320		#123 BUYOUT- 2001 GMC T7500	5/27/07	76,045.22	0.00		0.00	76,045.22	0.00	76,045.22	0.00	S/L	6.00
322		THERMOPLASTIC APPLICATOR	6/04/07	8,711.70	0.00		0.00	8,711.70	0.00	8,711.70	0.00	S/L	6.00
323		DOUBLE DROP BEAD SYSTEM	6/07/07	10,504.10	0.00		0.00	10,504.10	0.00	10,504.10	0.00	S/L	6.00
324		ARROW BOARD	7/20/07	3,013.95	0.00		0.00	3,013.95	0.00	3,013.95	0.00	S/L	6.00
325		LINE DRIVER FOR LINE LAZER	6/13/07	4,066.00	0.00		0.00	4,066.00	0.00	4,066.00	0.00	S/L	6.00
326		DOUBLE DROP BEAD SYSTEM	7/12/07	2,113.25	0.00		0.00	2,113.25	0.00	2,113.25	0.00	S/L	6.00
330		959B MPS 350 TMA ASSEMBLY	10/26/07	11,795.00	0.00		0.00	11,795.00	0.00	11,795.00	0.00	S/L	6.00
332		DELTA LTL-X RETOMETER W/C	1/31/08	19,174.52	0.00		0.00	19,174.52	0.00	19,174.52	0.00	S/L	6.00
333		AR STRIPEMASTER II RETRORI	1/31/08	18,675.00	0.00		0.00	18,675.00	0.00	18,675.00	0.00	S/L	6.00
334		SMITH LNXI DELUXE TRAFFIC	2/11/08	4,567.36	0.00		0.00	4,567.36	0.00	4,567.36	0.00	S/L	6.00
335		S.T.E. HANDLINER, THERMO &	2/13/08	9,743.70	0.00		0.00	9,743.70	0.00	9,743.70	0.00	S/L	6.00
342		LL IV 3900 2 GUN - 3932	4/03/08	4,788.25	0.00		0.00	4,788.25	0.00	4,788.25	0.00	S/L	6.00
343		COMPRESSOR - TRUCK 125	4/22/08	15,420.00	0.00		0.00	15,420.00	0.00	15,420.00	0.00	S/L	6.00
344		#145 - 2007 GMC TT7F042	3/11/08	144,375.34	0.00		0.00	144,375.34	0.00	144,375.34	0.00	S/L	6.00
356		ARROW BOARD	10/22/08	2,170.25	0.00		0.00	2,170.25	0.00	2,170.25	0.00	S/L	6.00
357		LL IV 3900 GUN	9/29/08	4,788.25	0.00		0.00	4,788.25	0.00	4,788.25	0.00	S/L	6.00
358		LL IV 3900 GUN	9/29/08	4,788.25	0.00		0.00	4,788.25	0.00	4,788.25	0.00	S/L	6.00
359		B4 DOUBLE LINE STRIPER	10/31/08	17,093.02	0.00		0.00	17,093.02	0.00	17,093.02	0.00	S/L	6.00
362		YALE FORKLIFT	10/23/08	15,420.00	0.00		0.00	15,420.00	0.00	15,420.00	0.00	S/L	6.00
364		24X48 VEHICLE MOUNT ARRO'	10/20/08	2,063.42	0.00		0.00	2,063.42	0.00	2,063.42	0.00	S/L	6.00
365		48X96 ARROWBOARD VEHICLE	10/14/08	3,193.40	0.00		0.00	3,193.40	0.00	3,193.40	0.00	S/L	6.00
366		DOUBLE DROP BEAD SYSTEM	10/15/08	2,568.00	0.00		0.00	2,568.00	0.00	2,568.00	0.00	S/L	6.00
368		ARROW BOARD 24X48	12/01/08	2,063.69	0.00		0.00	2,063.69	0.00	2,063.69	0.00	S/L	6.00
381		MANUAL HIGHWAY TAPE APP:	4/13/09	3,172.55	0.00		0.00	3,172.55	0.00	3,172.55	0.00	S/L	6.00
382		WANCO ARROW BOARD	4/21/09	2,423.88	0.00		0.00	2,423.88	0.00	2,423.88	0.00	S/L	6.00

Book Asset Detail 11/01/17 - 11/30/17

FYE: 5/31/2018 Mth: 11/30/2017

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: TOOLS, MACHINERY & EQUIP (continued)												
383		WANCO ARROW BOARD	4/21/09	2,423.88	0.00	0.00	2,423.88	0.00	2,423.88	0.00	S/L	6.00
387		#150 - WATERBLASTER EQUIP	6/02/09	461,918.75	0.00	0.00	461,918.75	0.00	461,918.75	0.00	S/L	8.00
393		ARROW BOARD - #148	8/10/09	2,501.38	0.00	0.00	2,501.38	0.00	2,501.38	0.00	S/L	6.00
396		REFURBISH WATERBLASTING	3/01/10	29,391.42	0.00	0.00	28,166.78	306.16	28,472.94	918.48	S/L	8.00
399		BEAD TANK FOR #132	3/08/11	1,700.00	0.00	0.00	1,416.67	17.71	1,434.38	265.62	S/L	8.00
403		WANCO ARROW BOARD	12/01/11	2,795.62	0.00	0.00	2,067.58	29.13	2,096.71	698.91	S/L	8.00
404		LLIV 3900 PAINT MACHINE	3/20/12	5,267.00	0.00	0.00	3,675.96	54.86	3,730.82	1,536.18	S/L	8.00
405		REPLACE STRIPE REMOVAL S	4/24/12	9,464.74	0.00	0.00	6,506.99	98.59	6,605.58	2,859.16	S/L	8.00
407		ROBO BEADER SYSTEM	2/15/13	4,982.00	0.00	0.00	2,938.06	51.90	3,009.96	1,972.04	S/L	8.00
408		LLIV 5900 PAINT MACHINE	5/16/13	6,466.00	0.00	0.00	3,569.77	67.36	3,637.13	2,828.87	S/L	8.00
410		SR28 HEATER (FLINT)	8/19/13	9,171.06	0.00	0.00	4,776.59	95.53	4,872.12	4,298.94	S/L	8.00
411		BILLY GOAT BLOWER (GATOR	9/24/13	1,886.79	0.00	0.00	963.05	19.65	982.70	904.09	S/L	8.00
415		#152 EQUIPMENT	12/30/13	403,449.39	0.00	0.00	193,319.49	4,202.60	197,522.09	205,927.30	S/L	8.00
419		LASER GL3000-PM	6/11/14	2,874.76	0.00	0.00	1,227.78	29.95	1,257.73	1,617.03	S/L	8.00
423		#155 SM5 SKIPLINE SYSTEM	9/19/14	18,838.70	0.00	0.00	7,260.75	196.24	7,456.99	11,381.71	S/L	8.00
426		WANCO ARROW BOARD	12/17/14	2,480.40	0.00	0.00	878.48	25.84	904.32	1,576.08	S/L	8.00
427		BUTIMINOUS POT	12/22/14	3,127.00	0.00	0.00	1,107.49	32.57	1,140.06	1,986.94	S/L	8.00
428		BUTIMINOUS POT	12/22/14	3,127.00	0.00	0.00	1,107.49	32.57	1,140.06	1,986.94	S/L	8.00
435		ICE MACHINE - WAREHOUSE	4/23/15	3,734.30	0.00	0.00	933.58	31.12	964.70	2,769.60	S/L	10.00
438		LL IV 3900 2 GUN	6/29/15	5,253.70	0.00	0.00	1,532.33	54.73	1,587.06	3,666.64	S/L	8.00
439		LL IV 3900 2 GUN	6/29/15	5,253.70	0.00	0.00	1,532.33	54.73	1,587.06	3,666.64	S/L	8.00
440		MPS-350 TMA WINCH FOR #159	6/16/15	1,947.40	0.00	0.00	568.00	20.28	588.28	1,359.12	S/L	8.00
442		BUTIMINOUS POT	9/03/15	3,156.50	0.00	0.00	854.88	32.88	887.76	2,268.74	S/L	8.00
443		BUTIMINOUS POT	9/03/15	3,156.50	0.00	0.00	854.88	32.88	887.76	2,268.74	S/L	8.00
444		WANCO ARROW BOARD FOR #	9/21/15	2,899.70	0.00	0.00	755.12	30.21	785.33	2,114.37	S/L	8.00
448		#162 SM5 SKIPLINE SYSTEM	2/22/16	26,303.65	0.00	0.00	5,479.93	274.00	5,753.93	20,549.72	S/L	8.00
450		ENGINE LDW-1603 FOR #149	3/30/16	6,492.00	0.00	0.00	1,284.88	67.62	1,352.50	5,139.50	S/L	8.00
451		WELDER TIG PRCSN 225	4/11/16	2,701.75	0.00	0.00	534.73	28.14	562.87	2,138.88	S/L	8.00
452		LASER GL3000-PM FOR #162	4/29/16	2,924.04	0.00	0.00	548.27	30.45	578.72	2,345.32	S/L	8.00
453		ARROW BOARD FOR #155	5/26/16	2,931.80	0.00	0.00	519.18	30.54	549.72	2,382.08	S/L	8.00
454		WANCO ARROWBOARD FOR #1	6/03/16	2,707.10	0.00	0.00	479.39	28.19	507.58	2,199.52	S/L	8.00
457		SM-5 SKIPLINE SYSTEM #163	6/08/16	16,718.32	0.00	0.00	2,960.54	174.15	3,134.69	13,583.63	S/L	8.00
458		LLIV 3900	7/14/16	5,986.00	0.00	0.00	997.67	62.35	1,060.02	4,925.98	S/L	8.00
460		BUTIMINOUS POT	8/08/16	3,156.50	0.00	0.00	493.20	32.88	526.08	2,630.42	S/L	8.00
461		BUTIMINOUS POT	8/08/16	3,156.50	0.00	0.00	493.20	32.88	526.08	2,630.42	S/L	8.00
465		#166 WATERBLASTER - EQUIP	2/08/17	539,887.41	0.00	0.00	50,614.45	5,623.82	56,238.27	483,649.14	S/L	8.00
466		LASERLINE FOR #135	2/10/17	2,878.07	0.00	0.00	269.82	29.98	299.80	2,578.27	S/L	8.00
467		BUTIMINOUS POT	2/22/17	3,156.50	0.00	0.00	263.04	32.88	295.92	2,860.58	S/L	8.00
468		BUTIMINOUS POY	2/22/17	3,156.50	0.00	0.00	263.04	32.88	295.92	2,860.58	S/L	8.00
469		2009 TOYOTA FORKLIFT	3/01/17	10,500.00	0.00	0.00	875.01	109.37	984.38	9,515.62	S/L	8.00
470		PAINT MACHINE LLV 3900	3/10/17	6,357.00	0.00	0.00	529.76	66.21	595.97	5,761.03	S/L	8.00
473		MONYO PUMP FOR #152	5/17/17	15,196.75	0.00	0.00	791.50	158.29	949.79	14,246.96	S/L	8.00
474		MOYNO PUMP #2	7/13/17	15,196.75	0.00c	0.00	633.20	158.30	791.50	14,405.25	S/L	8.00
477		#168 KETTLES	8/17/17	46,499.70	0.00c	0.00	1,307.81	435.93	1,743.74	44,755.96	S/L	8.00
479		DIESEL DIAGNOSTIC LAPTOP	9/21/17	2,747.80	0.00c	0.00	67.85	33.92	101.77	2,646.03	S/L	6.00
480		LIFT FOR #152 57247	10/17/17	3,668.00	0.00c	0.00	33.43	33.43	66.86	3,601.14	S/L	8.00
481		LIFT FOR #152 57380	11/30/17	3,668.00	0.00c	0.00	0.00	32.75	32.75	3,635.25	S/L	8.00
483		#169 EQUIPMENT	11/17/17	108,878.66	0.00c	0.00	0.00	972.13	972.13	107,906.53	S/L	8.00

Book Asset Detail 11/01/17 - 11/30/17

FYE: 5/31/2018 Mth: 11/30/2017

Asset Id	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: TOOLS, MACHINERY & EQUIP (continued)											
	TOOLS, MACHINERY & EQUIP		<u>3,196,564.34</u>	<u>0.00c</u>	<u>0.00</u>	<u>2,166,745.81</u>	<u>13,998.58</u>	<u>2,180,744.39</u>	<u>1,015,819.95</u>		
Group: TOOLS, MACH & EQUIP-TPP EX											
4	STRIPE TRAILER	6/06/88	1,120.00	0.00	0.00	1,120.00	0.00	1,120.00	0.00	S/L	5.00
35	TRAILER/UNLOADER	3/20/95	2,809.00	0.00	0.00	2,809.00	0.00	2,809.00	0.00	S/L	5.00
79	1998 Intl 4900 6X4	6/01/98	58,091.45	0.00	0.00	58,091.45	0.00	58,091.45	0.00	S/L	6.00
110	#50 - 2000 EXPRESS TRAILER	11/21/00	4,488.65	0.00	0.00	4,488.65	0.00	4,488.65	0.00	S/L	6.00
231	750 SUPER VAC TRAILER	7/01/04	17,871.60	0.00	0.00	17,871.60	0.00	17,871.60	0.00	S/L	6.00
271	#133 - 2006 INTERNATIONAL 43	2/01/05	66,483.38	0.00	0.00	66,483.38	0.00	66,483.38	0.00	S/L	6.00
281	NLB STARIET - LIQUIDATOR H	6/22/05	37,450.00	0.00	0.00	37,450.00	0.00	37,450.00	0.00	S/L	6.00
284	TRUCK MOUNTED ATTENUAT	7/19/05	10,385.00	0.00	0.00	10,385.00	0.00	10,385.00	0.00	S/L	6.00
302	#138 - 2006 FORD E250 VAN	2/27/06	23,204.31	0.00	0.00	23,204.31	0.00	23,204.31	0.00	S/L	6.00
328	#141 - 2008 4300 INTERNATE	8/01/07	79,432.76	0.00	0.00	79,432.76	0.00	79,432.76	0.00	S/L	6.00
336	F & I TOMMY RAILGATE ASSE	12/27/07	5,112.00	0.00	0.00	5,112.00	0.00	5,112.00	0.00	S/L	6.00
341	#144 - 2008 FORD F600	2/06/08	68,645.48	0.00	0.00	68,645.48	0.00	68,645.48	0.00	S/L	6.00
346	ATTENUATOR (TRUCK #136)	5/16/08	13,574.95	0.00	0.00	13,574.95	0.00	13,574.95	0.00	S/L	6.00
369	#132 - CHASSIS	2/25/05	50,244.00	0.00	0.00	50,244.00	0.00	50,244.00	0.00	S/L	6.00
370	#135 - CHASSIS	7/08/05	50,244.00	0.00	0.00	50,244.00	0.00	50,244.00	0.00	S/L	6.00
372	#145 - CHASSIS	3/11/08	59,141.13	0.00	0.00	59,141.13	0.00	59,141.13	0.00	S/L	6.00
374	#123 - CHASSIS	6/03/02	41,136.00	0.00	0.00	41,136.00	0.00	41,136.00	0.00	S/L	6.00
377	#123 - CHASSIS (BUYOUT)	5/27/07	8,449.47	0.00	0.00	8,449.47	0.00	8,449.47	0.00	S/L	6.00
384	#149 2009 4700 INTERNATIONAL	4/13/09	74,387.80	0.00	0.00	74,387.80	0.00	74,387.80	0.00	S/L	6.00
386	#150 - 2009 GMC 8500 CHASSIS	6/02/09	110,941.77	0.00	0.00	110,941.77	0.00	110,941.77	0.00	S/L	6.00
412	#133 REPLACE CAMSHAFT	9/24/13	13,603.06	0.00	0.00	9,257.65	188.93	9,446.58	4,156.48	S/L	7.00
413	#151 2014 INTERNATIONAL	11/11/13	59,469.25	0.00	0.00	29,734.64	619.47	30,354.11	29,115.14	S/L	8.00
414	#152 CHASSIS	12/30/13	136,877.80	0.00	0.00	65,587.26	1,425.81	67,013.07	69,864.73	S/L	8.00
417	#153 2015 INTERNATIONAL	4/22/14	53,954.00	0.00	0.00	23,604.87	562.03	24,166.90	29,787.10	S/L	8.00
418	#154 2015 F250	7/17/14	31,009.84	0.00	0.00	12,597.75	323.01	12,920.76	18,089.08	S/L	8.00
421	DIAMOND CARGO TRAILER	8/05/14	5,924.94	0.00	0.00	2,407.01	61.72	2,468.73	3,456.21	S/L	8.00
422	#155 2013 PETERBUILT CHASSI	9/19/14	117,347.80	0.00	0.00	45,227.81	1,222.37	46,450.18	70,897.62	S/L	8.00
429	#156 2015 F450	1/19/15	36,612.21	0.00	0.00	12,585.46	381.37	12,966.83	23,645.38	S/L	8.00
431	#157 2015 F550	1/30/15	27,366.89	0.00	0.00	9,407.37	285.07	9,692.44	17,674.45	S/L	8.00
432	#131 2014 F150	1/23/15	40,830.57	0.00	0.00	14,035.50	425.32	14,460.82	26,369.75	S/L	8.00
433	#3 2014 F150 - BILLY	3/17/15	41,034.31	0.00	0.00	13,250.66	427.45	13,678.11	27,356.20	S/L	8.00
434	#158 2015 F550	4/21/15	28,269.39	0.00	0.00	8,834.17	294.47	9,128.64	19,140.75	S/L	8.00
436	#159 2015 INTERNATIONAL 430	5/12/15	75,416.00	0.00	0.00	23,567.50	785.58	24,353.08	51,062.92	S/L	8.00
437	#2 2014 F150 - FRANK	5/05/15	39,912.39	0.00	0.00	12,472.62	415.76	12,888.38	27,024.01	S/L	8.00
441	2016 INTERNATIONAL 4300 #16	6/30/15	78,293.45	0.00	0.00	22,835.58	815.56	23,651.14	54,642.31	S/L	8.00
446	2016 #161 INTL TERRASTAR	1/07/16	63,414.26	0.00	0.00	14,532.43	660.57	15,193.00	48,221.26	S/L	8.00
447	#162 2016 KENWORTH	2/22/16	120,490.06	0.00	0.00	25,102.09	1,255.11	26,357.20	94,132.86	S/L	8.00
455	#145 BODY	6/09/16	6,148.00	0.00	0.00	1,088.71	64.04	1,152.75	4,995.25	S/L	8.00
456	#163 2016 KENWORTH K270	6/08/16	117,314.90	0.00	0.00	20,774.51	1,222.03	21,996.54	95,318.36	S/L	8.00
459	#164 2016 F550	7/07/16	65,137.11	0.00	0.00	10,856.19	678.51	11,534.70	53,602.41	S/L	8.00
464	#166 CHASSIS	2/08/17	163,121.04	0.00	0.00	15,292.60	1,699.17	16,991.77	146,129.27	S/L	8.00
476	#168 2018 KENWORTH T370	8/07/17	122,454.58	0.00c	0.00	3,826.71	1,275.57	5,102.28	117,352.30	S/L	8.00
478	#167 2017 F550	8/07/17	69,802.89	0.00c	0.00	2,181.34	727.11	2,908.45	66,894.44	S/L	8.00
482	#169 CHASSIS	11/16/17	120,499.50	0.00c	0.00	0.00	1,075.89	1,075.89	119,423.61	S/L	8.00

Book Asset Detail 11/01/17 - 11/30/17

FYE: 5/31/2018 Mth: 11/30/2017

Asset Group:	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: TOOLS,MACH & EQUIP-TPP EX (continued)											
	TOOLS,MACH & EQUIP-TPP EX		2,417,516.99	0.00c	0.00	1,182,273.18	16,891.92	1,199,165.10	1,218,351.89		
	Grand Total		5,814,604.00	0.00c	0.00	3,438,503.46	34,319.49	3,472,822.95	2,341,781.05		
	Less: Dispositions and Transfers		14,463.58	0.00	0.00	14,463.58	0.00	14,463.58	0.00		
	Net Grand Total		5,800,140.42	0.00c	0.00	3,424,039.88	34,319.49	3,458,359.37	2,341,781.05		

FAUSNIGHT STRIPE & LINE, INC. PRINCIPAL MEMBERS

PHILLIP FAUSNIGHT - PRESIDENT - 28 YEARS EXPERIENCE IN PAVEMENT MARKING

TIMOTHY FAUSNIGHT - DIRECTOR - 35 YEARS EXPERIENCE IN PAVEMENT MARKING

SHERRI RUTKOSKY - CFO - 25 YEARS EXPERIENCE AS CPA AND 15 YEARS IN PAVEMENT MARKING

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Fausnight Stripe & Line, Inc.

Name of Business

By: *Chilly J Fausnight*

Printed Name: Chilly J Fausnight

Title: President

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 13th day of December, 2017, by
December, as President
of Fausnight Stripe & Line, inc. and who:

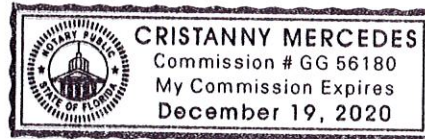
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Cristanny Mercedes
Notary Public, State of Florida

Printed, typed or stamped name, commission
and expiration:



This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: Seminole County
Contact Person: Mike Blinn
City, State: Sanford, FL
Telephone Number: 407-665-5699
Email Address: mblinn@seminolecountyfl.gov
Description of goods or
Services provided: Pavement markings, Hydroblasting, and sign installations
Contract Amount: Various
Start/End Date of Contract: Various
2. Company Name: Orange County
Contact Person: Edward Quinn
City, State: Orlando, FL
Telephone Number: 407-836-7960
Email Address: Edward.Quinn@ocfl.net
Description of goods or
Services provided: Pavement markings, Hydroblasting, and sign installations
Contract Amount: Various
Start/End Date of Contract: Various
3. Company Name: Southland Construction
Contact Person: Linda Williams
City, State: Apopka, FL
Telephone Number: 407-889-9844
Email Address: LindaW@Southlandconstruction.com
Description of goods or
Services provided: Pavement markings, Hydroblasting, and sign installations
Contract Amount: Various
Start/End Date of Contract: Various

This document must be completed and returned with your Submittal.

FORM 7.9 – 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: Fausnight Stripe & Line, Inc.

CONTACT PERSON/TITLE: Phil Fausnight, President

MAILING ADDRESS: 910 Charles ST

CITY-STATE-ZIP: Longwood, FL, 32750

Length of Time at Address Provided: 15 Years.

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): 59-2556096

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

PHONE NUMBER: 407-261-5446 FAX: 407-261-5449

EMAIL: Phil@fausnight.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 Phillip J. Fausnight who, after being sworn according to law, stated that he or she was authorized to represent Fausnight Stripe & Line, Inc. and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Cristanny Mercedes
SIGNATURE OF NOTARY PUBLIC

THIS 13th DAY OF December, 20 17

My Commission Expires: _____

Phillip J Fausnight 12/13/2017
SIGNATURE OF AFFIANT DATE

Phillip J Fausnight, President
PRINTED NAME OF AFFIANT / TITLE

Fausnight Stripe & Line, Inc.
COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

BUSINESS TAX RECEIPT

CITY OF LONGWOOD
175 W. WARREN AVENUE
LONGWOOD, FL 32750

2017-2018

Phone: (407)260-3440
<http://www.longwoodfl.org>

Receipt #: 18-00289

Effective Date: 10/01/17

License Type: SERVICE/21 TO 30 EMP

Business Name: FAUSNIGHT STRIPE & LINE, INC.

Business Location: 910 CHARLES ST

FAUSNIGHT, PHILLIP J.
910 CHARLES ST
LONGWOOD, FL 32750

Issued Date: 09/14/17

Expiration Date: 09/30/18



RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT BUSINESS LOCATION.

FAUSNIGHT STRIPE & LINE, INC.
FAUSNIGHT, PHILLIP J.
910 CHARLES ST
LONGWOOD, FL 32750

BID BOND

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Fausnight Stripe & Line, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 910 Charles Street Longwood, FL 32750, Tel.: (407)261-5446, (hereinafter called "PRINCIPAL"), and Western Surety Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at P.O. Box 5077 Sioux Falls, SD 57117, Tel.: (800)331-6053 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of ----- Five Percent of the Amount Bid ----- dollars and (n/a)/100 (\$ 5.00%), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated December 14th, 2017, for:

Project Name / Bid No.: ITB #18-04, Street Striping

Project Address: City of Port Orange, Florida

Legal Description: See Attached

Description of Work: Replacement of deteriorated pavement markings with thermoplastic and/or paint on City maintained streets and parking lots.

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 14th day of December, A.D. 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL: Fausnight Stripe & Line, Inc.

Philip J. Fausnight
Signature
Philip J. Fausnight, President
Corporate Officer & Title

ATTEST:

Sherri Rutkosky
Signature
Sherri Rutkosky
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Cris Morales
[Signature]

SURETY: Western Surety Company

Jennifer L. Hindley
Attorney-in-Fact (signature)
Jennifer L. Hindley, Attorney-In-Fact & FL Licensed Resident Agent
Name & Title
Jennifer L. Hindley, Guignard Company
Name of Local Resident Agent
Longwood, FL 32750
City, State, Zip
(407) 834-0022
Telephone:
A.M. Best No.: A,XIII NAIC No.: 13188

ATTEST:

N/A
Signature
N/A
Corporate Secretary (Affix Corporate Seal)

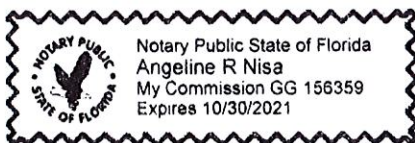
STATE OF Florida

COUNTY OF Seminole

Before me this day personally appeared Jennifer L. Hindley (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Western Surety Company (corporate surety) and that this person has been authorized by Western Surety Company (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Jennifer L. Hindley
Signature of Affiant

Sworn to / Affirmed and subscribed before me this 14th day of December, 2017, by Jennifer L. Hindley who is personally known to me or who produced Personally Known as identification.



NOTARY PUBLIC - STATE OF

Type or print name: Angeline R. Nisa
Commission No.: GG 156359
Commission Expires: 10/30/2021

(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2016

ASSETS

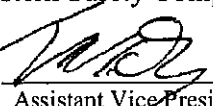
Bonds	\$ 1,852,079,625
Common stocks	22,190,065
Cash, cash equivalents, and short-term investments	40,860,171
Investment income due and accrued	21,267,722
Premiums and considerations	31,990,790
Amounts recoverable from reinsurers	919,390
Current federal and foreign income taxes recoverable from CNA Financial Corporation	3,116,372
Net deferred tax asset	16,401,098
Receivable from parent, subsidiaries, and affiliates	9,896,461
Other assets	62,275
Total Assets	<u>\$ 1,998,783,969</u>

LIABILITIES AND SURPLUS

Losses	\$ 229,857,438
Loss adjustment expense	68,982,110
Commissions payable, contingent commissions and other similar charges	7,779,628
Other expenses (excluding taxes, license and fees)	1,109,441
Taxes, License and fees (excluding federal and foreign income taxes)	2,678,781
Unearned premiums	213,765,490
Advance premiums	5,316,156
Ceded reinsurance premiums payable	1,730,621
Amounts withheld or retained by company for account of others	10,021,647
Provision for reinsurance	1,671,808
Payable to parent, subsidiaries and affiliates	12,103
Other liabilities	3,447,756
Total Liabilities	<u>\$ 546,372,979</u>
Surplus Account:	
Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	<u>1,168,339,153</u>
Surplus as regards policyholders	<u>\$ 1,452,410,990</u>
Total Liabilities and Capital	<u>\$ 1,998,783,969</u>

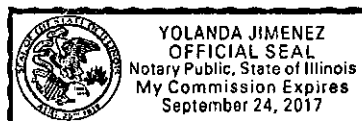
I, Troy Wray, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2016, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

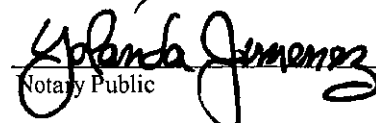
Western Surety Company

By 
Assistant Vice President

Subscribed and sworn to me this 10th day of March, 2017.

My commission expires:




Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Eileen C Heard, Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L Hindley, Margie L Morris, Deborah Ann DeFoe, Christine A Morton, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of November, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of November, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of December, 2017.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

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 – Statement of Vendor's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Bid Bond
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY: Extreme Striping, Inc
Name of Business

[Signature]
Authorized Signature

12-13-17
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 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):

Extreme Striping, Inc.
NAME OF BUSINESS

[Signature]
AUTHORIZED SIGNATURE

NAME, TITLE, TYPED

81-2588521
FEDERAL IDENTIFICATION #

STATE OF Florida COUNTY OF Volusia

3976 Langford Rd
MAILING ADDRESS

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

(386) 451-9766
TELEPHONE NUMBER / FAX NUMBER

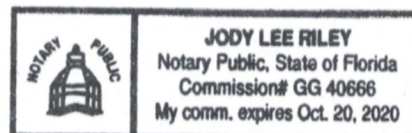
extremestriping@gmail.com
E-MAIL ADDRESS

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

My Commission Expires: October 20, 2020

[Signature]
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."

Extreme Striping, Inc
Name of Business

By: Richard Beckman
Printed Name: Richard Beckman
Title: General manager

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 13th day of December, 2017, by
Richard Beckman (NAME), as General Manager (TITLE) of
Extreme Striping, Inc. (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Jody Lee Riley
Notary Public, State of Florida
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.

Extreme Striping, Inc
Name of Business
By: Richard Beckman
Printed Name: Richard Beckman
Title: Gen. Manager

STATE OF Florida
COUNTY OF Volusia

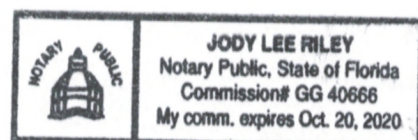
Sworn to (or affirmed) and subscribed before me this 13th day of December, 2017, by
Richard Beckman as General Manager of
(NAME) (TITLE)
Extreme Striping, Inc and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

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

This document must be completed and returned with your Submittal

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



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 Richard Beckman who, being by me first duly sworn, made the following statement:

1. The business address of 3974 Langford Rd, NSB, FL 32128 (name of Offeror or business) is Extreme Striping, Inc.
2. My relationship to Extreme Striping, Inc (name of Offeror or business) is manager (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.)

Extreme Striping, Inc.
Name of Business

By: R. Beckman
Printed Name: Richard Beckman
Title: Gen. manager

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 13th day of December, 2017, by Richard Beckman as General manager of Extreme Striping, Inc and who:

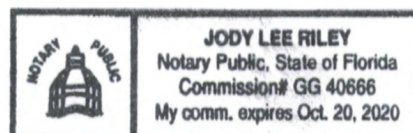
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

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



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: Extreme Striping, Inc.

SIGNED BY: Mary S. Beckman
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Mary S. Beckman

TITLE: President

ADDRESS: 3976 Langford Rd., New Smyrna Beach, FL 32168

CITY: FL STATE: FL ZIP CODE: 32168

TELEPHONE: (386) 451-5685
~~FAX:~~

COMPLETION TIME: 90 days

F.E.I.N. NUMBER: 81-2588521

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 – STATEMENT OF VENDOR'S QUALIFICATIONS

See attached for detailed lists

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor. Extreme Striping, Inc.
- B. Permanent main office address. 3976 Langford Rd., New Smyrna, FL
- C. Date organized. 5-9-16
- D. If a corporation, where incorporated. FL
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 1
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) Attached
- G. General character of work performed by your company.
Roadway striping & signage
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
No
- H.⁽²⁾ Provide a list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. N/A
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. Attached
- K. List your major equipment currently owned or leased. Attached
- L. Experience in work similar to this type of project. Attached
- M. Background and experience of the principal members of your organization, including the officers. Attached
- N. Credit currently available: \$ 100,000
- O. Give bank reference: Attached
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

F.

Job name	Contracted amount	Anticipated date of completion
Palatka Resurfacing	\$50,000	March, 2018
Big Tree Rd.	\$135,000	March, 2018
Sam's Club	\$35,000	December, 2017
Town West Apartments	\$30,000	December, 2017
Daytona Beach Streets	\$50,000	December, 2017

G. Pavement markings and signage

H. No

I. No

J. Spruce Creek Fly-In Runway Striping \$60,000, Completed November, 2017
City of Daytona Beach Annual Paving & Striping \$80,000, Ends December, 2017
City of Ormond Beach Annual Paving & Striping \$10,000, Ends December, 2017

K. Graco 250 DC Paint Machine
Graco 200 Reflective Paint Machine
Hugg Truck Mount Paint Machine
MRL 2-Ton PreMelter Trailer
Graco Pro Melt (2) Motorized Handliner

L. City of Daytona 2016 and 2017
City of Ormond Beach 2017
City of Port Orange (subcontracted by Traffic Solutions) 2016
City of Lake Helen 2017

M. Richard Beckman 25 years Paving & Striping
Rick Reynolds 35 Years Striping

O. BB&T – Tracey Ratcliff (386)-788-5941

P. Yes

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Extreme Striping, Inc
Name of Business

By: [Signature]
Printed Name: Richard Beckman
Title: Gen. Manager

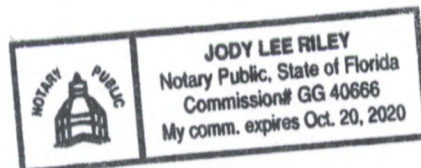
STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 13th day of December, 2017, by
Richard Beckman, as general manager
of Extreme Striping, Inc and who:

[Notary: Please select one]

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

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



This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: P+S Paving
Contact Person: Joe Murray
City, State: Daytona Beach, FL
Telephone Number: (386) 258-7911
Email Address: jmurray@pandspavinginc.com
Description of goods or
Services provided: Pavement markings
Contract Amount: \$50,000 +
Start/End Date of Contract: Nov. 2016 - Jan 2017
2. Company Name: City of Ormond Beach
Contact Person: Paul McDonald
City, State: Ormond Beach, FL
Telephone Number: (386) 415-7078
Email Address: paul.mcdonald@ormondbeach.org
Description of goods or
Services provided: Pavement markings & signs
Contract Amount: \$18,200.00
Start/End Date of Contract: Jan 2017 / Feb 2017
3. Company Name: Hughes Brothers Const.
Contact Person: Brett Neuwinski
City, State: Wildwood, FL
Telephone Number: (352)-399-6829
Email Address: rneuwinski@hughesbrothersinc.com
Description of goods or
Services provided: Pavement markings
Contract Amount: \$49,000.00
Start/End Date of Contract: May 2017

This document must be completed and returned with your Submittal.

FORM 7.9 – 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 18-04

BUSINESS NAME: Extreme Striping, Inc.

CONTACT PERSON/TITLE: Richard Beckman

MAILING ADDRESS: 3976 Langford Rd.

CITY-STATE-ZIP: New Smyrna Beach, FL 32168

Length of Time at Address Provided: 1 year

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): 81-2588521

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

PHONE NUMBER: 386-451-9766 FAX: N/A

EMAIL: extreme.striping@gmail.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.

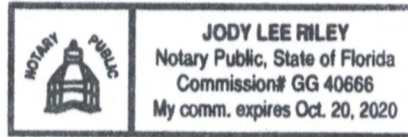
BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Richard Beckman who, after being sworn according to law, stated that he or she was authorized to represent Extreme Striping and to execute this affidavit on behalf of the said Business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

(Form 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Jody Lee Riley
SIGNATURE OF NOTARY PUBLIC
THIS 13th DAY OF December, 2017
My Commission Expires: October, 20, 2020

NOTARY SEAL



Richard Beckman, G.M.
SIGNATURE OF AFFIANT
DATE

Richard Beckman, G.M.
PRINTED NAME OF AFFIANT / TITLE
Extreme Striping, Inc.
COMPANY

This document must be completed and returned with your Submittal

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Extreme Stripping, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

3976 Langford Rd

6 City, state, and ZIP code

New Smyrna Beach, FL 32168

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 1 - 2 5 8 8 5 2 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Mary J. Beckman

Date ► *12-12-17*

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Detail by Entity Name

Florida Profit Corporation
EXTREME STRIPING, INC.

Filing Information

Document Number	P16000041628
FEI/EIN Number	81-2588521
Date Filed	05/09/2016
Effective Date	05/09/2016
State	FL
Status	ACTIVE

Principal Address

3976 LANGFORD RD
NEW SMYRNA BEACH, FL 32168

Mailing Address

3976 LANGFORD RD
NEW SMYRNA BEACH, FL 32168

Registered Agent Name & Address

BECKMAN, MARY S
819 HAIL CT
PORT ORANGE, FL 32127

Officer/Director Detail

Name & Address

Title P

BECKMAN, MARY S
3976 LANGFORD RD
NEW SMYRNA BEACH, FL 32168

Annual Reports

Report Year	Filed Date
2017	03/15/2017

Document Images

[03/15/2017 -- ANNUAL REPORT](#) [View image in PDF format](#)

[05/09/2016 -- Domestic Profit](#) [View image in PDF format](#)



"ATTACHMENT 1"
SCHEDULE OF UNIT PRICING BID FORM
STREET STRIPING PROJECT
ITB # 18-04

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:	Extreme Striping
CONTACT PERSON:	Richatd Beckman
EMAIL ADDRESS:	ExtremeStriping@gmail.com
AUTHORIZED SIGNATURE:	rc beckman III

GROUP I - FURNISH & INSTALL THERMOPLASTIC OR PAINT

Item #	Description	Estimated Quantities	Unit of Measure	Thermoplastic Double Drop Bead Application		Paint	
				Unit Price	Total Cost	Unit Price	Total Cost
1	4 " yellow stripe	106,928	Linear Foot	\$ 0.54	\$ 57,741.12	\$ 0.14	\$ 14,969.92
2	4" white stripe	46,640	Linear Foot	\$ 0.54	\$ 25,185.60	\$ 0.14	\$ 6,529.60
3	6" yellow stripe	14,006	Linear Foot	\$ 0.63	\$ 8,823.78	\$ 0.17	\$ 2,381.02
4	6" white stripe	832	Linear Foot	\$ 0.63	\$ 524.16	\$ 0.17	\$ 141.44
5	8" white stripe	50	Linear Foot	\$ 0.65	\$ 32.50	\$ 0.18	\$ 9.00
6	12" white stripe	2,216	Linear Foot	\$ 2.35	\$ 5,207.60	\$ 0.52	\$ 1,152.32
7	18" yellow stripe	350	Linear Foot	\$ 2.45	\$ 857.50	\$ 0.74	\$ 259.00
8	18" white stripe	60	Linear Foot	\$ 2.45	\$ 147.00	\$ 0.74	\$ 44.40
9	24" white stripe	2,000	Linear Foot	\$ 3.30	\$ 6,600.00	\$ 1.25	\$ 2,500.00
10	Arrow symbol-single left, thru or right	40	Each	\$ 55.00	\$ 2,200.00	\$ 25.00	\$ 1,000.00
11	Legend, Only	8	Each	\$ 125.00	\$ 1,000.00	\$ 35.00	\$ 280.00
				TOTAL	\$ 108,319.26	TOTAL	\$ 29,266.70
GRAND TOTAL (GROUP I: Items 1 - 11)						\$	137,585.96

GROUP II- LAYOUT & REMOVAL OF MARKINGS

Item #	Item / Task	Estimated Quantities	Unit of Measure	Thermoplastic		Paint	
				Unit Price	Total Cost	Unit Price	Total Cost
1	Removal of existing markings, per square foot	500	Square Foot	\$ 1.50	\$ 750.00	\$ 1.50	\$ 750.00
2	Removal of RPMs, each	880	Each	\$ 0.50	\$ 440.00	\$ 0.50	\$ 440.00
3	Supply and Install RPMs, each	880	Each	\$ 3.50	\$ 3,080.00	\$ 3.50	\$ 3,080.00
				TOTAL	\$ 4,270.00	TOTAL	\$ 4,270.00
4	Minimum Trip Charge		Each	\$ 150.00	\$ 150.00	\$ 150.00	\$ 300.00
GRAND TOTAL (GROUP II: Items 1 - 4)						\$	8,840.00



PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053
Fax 1-605-335-0357
www.cnasurety.com
uwservices@cnasurety.com

DATE: December 12, 2017

AGENT CODE: 09-00341

ATTENTION: Colleen

Number of Pages: 4

RE: Bond 63329041 - Extreme Striping, Inc

Street Striping Project ITB #17-34

5%

Contract Amount: \$146,426.00

Company Code: 601 - Western Surety Company

Thank you for placing this business with CNA Surety.

Please execute the requested bond(s) by using the documents sent with this fax/email. Sign the bond(s) and attach a gold colored seal from your Western Surety Company kit to each bond issued.

****Please advise us of the bid results as soon as they are available. Please complete and fax/email us the following:

Contract Price: \$ _____

Contract Date: _____

Next two lowest bidders: \$ _____

\$ _____

Was the principal the low bidder? ☐ Yes ☐ No

Do you need approval for the Performance and Payment bond at this time? ☐ Yes ☐ No

Please check your supply of gold seals periodically to ensure you have an adequate amount. To reorder gold seals, simply visit cnasurety.com and click on the "Order Supplies Here" icon under the Broker/Agent Services section.

****IMPORTANT NOTICE AND REMINDER:** Approval of the requested Bid Bond is NOT an approval of any final or other bonds that may be requested by this principal. Further, the Bid Bond approval is limited to the contract amount approved by the underwriter. If the anticipated bid exceeds this amount, you must contact the underwriter at 800-331-6053 to inquire about specific approval before filing the bid. Failure to receive approval could result in declination of any subsequent performance and payment bond(s) requested. Furthermore, we reserve the right to decline any bond for any reason per the terms of the General Indemnity Agreement, and shall not be liable to the principal or any person or entity for such declination.

Business Services

BID BOND

BID BOND

Bond No.: 63329041

KNOW ALL MEN BY THESE PRESENTS that Extreme Striping, Inc, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 3976 Langford Rd, New Smyrna, FL 32168, Tel.: (386) 451-9766, (hereinafter called "PRINCIPAL"), and WESTERN SURETY COMPANY, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 333 South Wabash Avenue, 41st Floor, Chicago, IL 60604, Tel.: (605) 336-0850 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 508-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of Amount Bid dollars and ()/100 (\$ 5% of Amount Bid), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated , 20 , for:

Project Name / Bid No.: Street Striping Project ITB #17-34

Project Address: Port Orange, FL

Legal Description: See Attached

Description of Work: Painting Streets

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal. (Attach power of attorney to original bid bond and financial statement of Surety Company).

Signature _____

ATTEST:

Signature:

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Attorney-in-Fact (signature)

JOHN HOWARD HOSEY, Attorney-in-Fact

Name & Title

CATON-HOSEY INSURANCE

Name of Local Resident Agent

3731 NOVA ROAD, PORT ORANGE, FL 32119-4233

City, State, Zip

386-767-3161

Telephone:

A.M. Best No.: NAIC No.:

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF Florida

COUNTY OF Volusia

Before me this day personally appeared JOHN HOWARD HOSEY (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the WESTERN SURETY COMPANY (corporate surety) and that this person has been authorized by WESTERN SURETY COMPANY (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Fort Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this 12th day of December, 2017 by John H. Hasey who is personally known to me or who produced as identification.

NOTARY PUBLIC – STATE OF

Type or print name:

Commission No.:

Commission Expires:

(Seal)



COLLEEN GRIMES
Notary Public, State of Florida
My Comm. Expires Nov. 23, 2011
Commission No. FF 178859

END OF BID BOND

This document must be completed and returned with your Submittal

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63329041

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint JOHN HOWARD HOSEY

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Extreme Striping, Inc

Obligee: City of Port Orange

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

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

If Bond No. 63329041 is not issued on or before midnight of March 13, 2018, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 13th day of December, 2017.

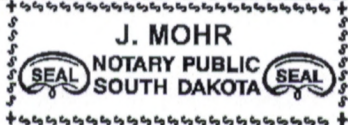


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 13th day of December, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 13th day of December, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Business Services - Revenue Division

EXTREME STRIPING

Account year:	2018	Mailing address:	MARY BECKMAN 3976 LANGFORD RD NEW SMYRNA BEACH, FL 32168
Account number:	201605110001		
Business start date:	05/11/2016	Owner(s)	MARY BECKMAN 3976 LANGFORD RD NEW SMYRNA BEACH, FL 32168
Physical business location:	Unincorporated County - 600		
Business address:	EXTREME STRIPING 3976 LANGFORD RD NEW SMYRNA BEACH, FL 32128		

Receipts And Occupations

Receipt 201605110001	Construction Subcontractor
	Construction Subcontractor
10/01/2017-09/30/2018	Units: 1

View Another Year

Select year

Return to Search



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2017

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

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

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129		CONTACT NAME: Kelly Whitaker PHONE (A/C, No, Ext): (386)767-3161 FAX (A/C, No): (386)760-1770 E-MAIL ADDRESS: kelly@catonhosey.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Westfield Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1752217340 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:			CWP4694998	06/14/2017	06/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Property damage-single \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			CWP4694998	06/14/2017	06/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CWP4694998	06/14/2017	06/14/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Port Orange 1000 City Center Circle Port Orange FL 32129	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/28/2017

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 4350 W Cypress St Suite 300 Tampa FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 727-797-4190 FAX (A/C, No): 727-791-1613 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Imperium Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Kirt04, Inc. dba Phoenix Payroll Solutions 24730 Sandhill Blvd., Suite 902 Punta Gorda FL 33983	NAIC # 35408

COVERAGES **CERTIFICATE NUMBER:** 347914496 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		IAUS00009519-01	8/1/2017	8/1/2018	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Extreme Striping, Inc is an Alternate Employer of the Named Insured listed above. Coverage is afforded to leased employees, not subcontracted labor. The Alternate Employer's actual effective and expiration dates may differ from the policy dates listed above and are subject to the terms set forth in the Client Service Agreement with the Named Insured.

CERTIFICATE HOLDER City of Port Orange 1000 City Center Cir Port Orange FL 32129	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

STREET STRIPING

ITB #18-04



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Release Date: November 9, 2017

Bid Due Date and Time: December 14, 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 #18-04 STREET STRIPING

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #18-04 STREET STRIPING. 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 December 14, 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.

There will be a Non-Mandatory Pre-Bid Conference for the project at 10:00 A.M. (local time) on **November 22, 2017** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission

DESCRIPTION: *Replacement of deteriorated pavement markings with thermoplastic and/or paint on City maintained streets and parking lots.*

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 ITB #18-04 STREET STRIPING in the subject line. Last day for questions will be **November 30, 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. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

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) original and one (1) identical digital (CD or flash drive) 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 #18-04 STREET STRIPING."**

David Battaglia, Purchasing Agent
Legal Ad - One Time – **November 9, 2017**

[Remainder of this page left intentionally blank]

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 #18-04 _____
BID TITLE:	STREET STRIPING _____
DUE DATE/TIME:	December 14, 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 replacement of deteriorated pavement markings with thermoplastic and / or paint on City maintained streets and parking lots. 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, including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:November 9, 2017
Non-Mandatory Pre-Bid Conference November 22, 2017 at 10:00 A.M.
Deadline for Questions: November 30, 2017 by 5:00 P.M.
Final Addendum Posting: December 7, 2017 by 5:00 P.M.
Bids Due: December 14, 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 #18-04 STREET STRIPING" 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.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

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.

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed competitive bids for replacement of deteriorated pavement markings with thermoplastic and/or paint on public maintained streets and parking lots.

SCOPE OF WORK:

- A. General Work: Requirements shall include the replacement of deteriorating pavement markings with thermoplastic and/or paint on public streets and parking lots.
- B. New roadway construction: Shall include layout and stripping, in accordance with construction plans, as provided by the City. The above may include both permanent or temporary pavement markings in paint and subsequent final markings in thermoplastic following a new pavement cure time as directed by the Public Works Director or designee. Pavement cure time may range from forty-eight (48) hours to ten (10) days.
- C. Replacement or modification of existing markings: Shall include, but not limited to, restriping in thermoplastic and/or paint at intersections, roadway segments, and public parking lots throughout the City as directed by the Public Works Director or designee.
 - 1. Priority of restriping projects shall be as directed by the Public Works Director or designee, shall be reviewed periodically and is subject to change with reasonable notice.
 - 2. Replacement of existing markings shall generally require restriping in thermoplastic and/or paint in the same pattern, pavement legends, and symbols, stop bars, and crosswalks currently existing.
 - 3. Modifications to existing markings shall be required at various times and locations. Some instances shall require removal of all non-applicable markings before, during, or Immediately following installation of new markings.
 - 4. Removal of existing pavement markings such that scars or traces of removed markings will not conflict with new stripes and markings through grinding, planning, or various means of high-pressure water/steam removal shall accomplish pavement-marking removal. The use of black paint to obliterate non-applicable markings is contrary to FDOT, MUTCD and City standards and **shall be prohibited**.
 - 5. Special conditions shall permit new markings to be placed on top of existing markings when pattern or color changes are required. These special conditions and the appropriate modification of existing markings shall be reviewed and approved by the Public Works Director or designee.

- D.** Raised reflective pavement markers (RPMs): Shall include installation of new, replacement of existing, and removal of old RPMs. RPMs shall be installed in accordance with the FDOT standards index and/or City's stripping plans. Change/deviation from the FDOT standard index shall only be permitted with express written consent of the Public Works Director. Removal of existing RPMs shall be completed as to minimize the damage to pavement surface.
- E.** Application equipment: The contractor shall supply the all necessary tools and machines required to install, replace, modify, and remove thermoplastic paint and RPMs.

 - 1. It shall be the contractor's responsibility to determine the most appropriate application equipment based on work description provided by the City in the form plans, on-site review and/or the pattern of the existing pavement markings.
 - 2. The choice of equipment shall ensure that the installation or replacement of all pavement markings is in accordance with FDOT standard index and shall be completed and satisfactory to the City.
- F.** Materials-contractor supplies: all traffic markings materials shall be one of the products listed on the FDOT Qualified Products List section 971. Exceptions shall only be permitted with express written consent from the City.

 - 1. Thermoplastic
 - 2. Paint
 - 3. Reflective glass spheres (beads)
 - 4. RPMs (in limited situations)
- G.** Removal and disposal of all excess, spent, or removed materials including, but not limited to, solvents shall be the sole responsibility of the Contractor. No materials, packing, buckets, container, paints, thermoplastic, solvents, or hazardous materials shall be disposed of on public, or private property, including road/street right-of-way's adjacent to or near the work site.
- H.** The Contractor shall follow all rules and regulations related to disposal of materials, as prescribed by OSHA and the State of Florida Department of Environmental Protection (DEP). Failure to do so, at a minimum, shall result in cancellation of this contract.
- I.** Maintenance of Traffic (MOT):

 - 1. The Contractor shall be responsible for MOT at all times and shall comply with the Manual of Uniform Traffic Control Devices (MUTCD), Temporary Traffic Control (part 6), the Florida Department of Transportation roadway and Traffic Designs Standard Index (latest edition).
 - 2. Lane or road closures shall not be permitted without prior consent of the City's Public Works Director or designee. The Contractor shall adhere to any and all-time limits which may be imposed by the City.

3. Maintenance of Traffic plans (MOT) may be included as part of the pavement marking plans provided by City or provided by the engineering consulting or engineer of record.
4. MOT may also be developed in the field or at the work site, with prior approval of the project manager.
5. The Contractor shall be required to show proof of certification that person(s) at supervisory level have completed successfully the International Municipal Signal Association (I.M.S.A), Safety in the Work Zone, and a minimum of the American Traffic Safety Services Association (ATSSA), Worksite Traffic Supervisor, or FDOT approved Work Zone Safety certification. It is not required that this person remains on site at all, but he or she shall be familiar with any all proposed MOT plans and shall be held responsible for implementation and maintenance of work zone traffic control devices for the duration of the project.
6. If the work project requires the use of flag person(s) to satisfy maintain the flow of traffic, the flag person(s) shall be an employee of the Contractor. Personnel from labor pools or temporary agencies shall not be acceptable. The flag person shall be properly trained for this position.
7. Before, during and after the implementation of any MOT plan, it shall be the Contractor's responsibility to conduct his or her work so as to ensure minimal obstruction to normal pedestrian and vehicular traffic, including, but not limited to access to public and private property and inconvenience to the general public and residences in the vicinity of the work site.
8. The Contractor shall conduct all work to ensure the protection of persons, vehicles, and other private property, in a manner deemed acceptable by the City.
9. All lane closures on multi-lane (3 or more) streets, roads, or highways shall require the use of a fully operational (truck or trailer) electronic flashing arrow panel to safely redirect the motoring public.
10. All lane closures and road closures shall be implemented so as to provide immediate, unobstructed access by emergency response vehicles and persons.
11. No work or MOT plan may interfere, obstruct, or compromise the proper functioning of roadside traffic control devices, gutter, storm water inlets, drainage ditches, irrigation equipment, or fire hydrants.
12. The Contractor shall be responsible for parking all maintenance and application equipment safely at or near the work site without blocking sight distance of motorists and pedestrians at intersections and driveways (public and private).
13. The Contractor may use the public right-of-way (when and where adequately available) for parking/storing vehicles, equipment, and materials, but the Contractor shall be responsible for restoring the right-of-way's to its original condition immediately following completion of the project.
14. The contractor shall be responsible for securing permission to park/store vehicles, equipment, and materials on private property prior to beginning any work.

DAMAGES TO PRIVATE PROPERTY SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

- J.** The City's Project Manager shall provide a work project schedule to the Contractor. It is anticipated that conditions may periodically cause delays in completing work projects. The Contractor shall notify the Project Manager as soon as possible following his or her knowledge of such delays.
 - 1. Verbally by phone for delays of relatively short durations (2 days or less).
 - 2. In writing for delays of extended duration (3 or more days).
- K.** It shall be the discretion of the Public Works Director to approve the delay or authorize completion of the work project, by others, outside the limitations of this bid document.
- L.** In the event of an assignment of multiple work projects, the Project Manager shall establish priority of work to be completed by the Contractor.
- M.** Warranties: The Contractor shall fully warrant all materials furnished and/or installed against defects in materials or installation and meet the minimum performance specifications as listed in section 711 FDOT Standard Specification for Roads and Bridge Construction.
 - 1. Failure to installed pavement markings paint, thermoplastic and RPMs and/or retro-reflectivity of same shall be remedied at the expense of the Contractor upon written notice from the City.

END OF SPECIFICATIONS

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 tender's 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 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. **CERTIFICATE OF INSURANCE**

Upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation, and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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)

26. **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.

27. **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.

28. **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.

29. **DEBARMENT HISTORY**

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

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **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.

38. **FACILITIES**

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

39. **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.

40. **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.

41. **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.

42. **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.

43. **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.

44. **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.*

45. **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.

46. **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.

47. **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.

48. **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.

49. **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.

50. **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.

51. **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.

52. **INSURANCE REQUIREMENTS**

If required upon execution of a contract, and prior to execution of a contract, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

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

53. **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.

54. **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.

55. **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.

56. **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.

57. **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.

58. **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.

59. **LITIGATION HISTORY:**

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

60. **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.

61. **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.

62. **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.

63. **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.

64. **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.

65. **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.

66. **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.

67. **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.

68. **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).

69. **PATENTS/COPYRIGHTS**

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

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

The Purchasing Manager shall determine if a pre-bid or pre-proposal 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. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

71. **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.

72. **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.

73. **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.

74. **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.

75. **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.

76. **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.

77. **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.

78. **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.

79. **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.

80. **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.

81. **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.

82. **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.

83. **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.

84. **RECYCLED MATERIALS**

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

85. **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.)

86. **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.

87. **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.

88. **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.

89. **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.

90. **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.

91. **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.

92. **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.

93. **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.

94. **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.

95. **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.

96. **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.

97. **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.

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

99. **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.

100. **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.

101. **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.

102. **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.

103. **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.

104. **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.

105. **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.

106. **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.

107. **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.

108. **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.

109. **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.

110. **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.

111. **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)

112. **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 date of award for two (2) years, and may, be renewed by mutual agreement between the City of Port Orange and the awardee for an additional two (2) one (1) year periods with written agreement by all parties.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

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– Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Local Business Affidavit of Eligibility
- _____ Attachment 1 – Bid Proposal
- _____ Bid Bond
- _____ 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 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide a list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$_____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

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 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.9 – 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 Franchise

And 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 7.9 – 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
STREET STRIPING PROJECT
ITB # 18-04

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:	

GROUP I - FURNISH & INSTALL THERMOPLASTIC OR PAINT							
Item #	Description	Estimated Quantities	Unit of Measure	Thermoplastic Double Drop Bead Application		Paint	
				Unit Price	Total Cost	Unit Price	Total Cost
1	4" yellow stripe	106,928	Linear Foot	\$ -	\$ -	\$ -	\$ -
2	4" white stripe	46,640	Linear Foot	\$ -	\$ -	\$ -	\$ -
3	6" yellow stripe	14,006	Linear Foot	\$ -	\$ -	\$ -	\$ -
4	6" white stripe	832	Linear Foot	\$ -	\$ -	\$ -	\$ -
5	8" white stripe	50	Linear Foot	\$ -	\$ -	\$ -	\$ -
6	12" white stripe	2,216	Linear Foot	\$ -	\$ -	\$ -	\$ -
7	18" yellow stripe	350	Linear Foot	\$ -	\$ -	\$ -	\$ -
8	18" white stripe	60	Linear Foot	\$ -	\$ -	\$ -	\$ -
9	24" white stripe	2,000	Linear Foot	\$ -	\$ -	\$ -	\$ -
10	Arrow symbol-single left, thru or right	40	Each	\$ -	\$ -	\$ -	\$ -
11	Legend, Only	8	Each	\$ -	\$ -	\$ -	\$ -
				TOTAL	\$ -	TOTAL	\$ -
GRAND TOTAL (GROUP I: Items 1 - 11)							\$ -

GROUP II- LAYOUT & REMOVAL OF MARKINGS							
Item #	Item / Task	Estimated Quantities	Unit of Measure	Thermoplastic		Paint	
				Unit Price	Total Cost	Unit Price	Total Cost
1	Removal of existing markings, per square foot	500	Square Foot	\$ -	\$ -	\$ -	\$ -
2	Removal of RPMs, each	880	Each	\$ -	\$ -	\$ -	\$ -
3	Supply and install RPMs, each	880	Each	\$ -	\$ -	\$ -	\$ -
				TOTAL	\$ -	TOTAL	\$ -
4	Minimum Trip Charge		Each	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL (GROUP II: Items 1 - 4)							\$ -

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:
A.M. Best No.: _____ NAIC No. : _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

City Manager
(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

[MTR/sal 2015-02-10]

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

*per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements*

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ DOLLARS (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

(Capital Projects)
[MTR/sal 2016-02-26]

Page 1 of 2
Public Construction Bond

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

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

STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY)



**CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES**

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, 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 _____ ("Contractor"), a corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within ____ calendar days from issuance of a Notice to Proceed and final completion ____ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "____," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) 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. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

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 work or services or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed issued and executed by the City. The City reserves the right to contract with other parties for work and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Liquidated Damages: Contractor shall pay \$_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "___" attached hereto, subject to a limit up to but not to exceed \$_____ for the term of this Contract. 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. Contract Documents. The following forms are attached as Exhibit "___" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

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

5. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 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 for the duration of the Contract term.

(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 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.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

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

11. 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.

12. 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.

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

13. 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.

14. 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.

15. **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.

16. **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.

17. **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.

18. **Additional Bond Security.** If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractor's expense.

19. **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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in _____ and 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.

26. 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.

27. 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: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-_____

Contractor: _____
Attention: _____

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.

28. 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.

29. 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]

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, 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:

Witnesses:

CITY OF PORT ORANGE

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Donald O. Bumette, 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:

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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



End of Solicitation Documents



NOTICE OF INTENT TO AWARD

ITB # 18-04

STREET STRIPING

January 16, 2018

On December 14, 2017 Purchasing received three (3) bid submittals for ITB #18-04 Street Striping. After review of the responses, City Staff has made a recommendation to award to Roadscape North Florida Inc. of Jacksonville, Florida per unit prices in the attached table.

The recommendation will be presented to City Council on February 6, 2018.

David Battaglia
Purchasing Agent



"ATTACHMENT 1"
SCHEDULE OF UNIT PRICING BID FORM
STREET STRIPING PROJECT
ITB # 18-04

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:	Roadscape North Florida, Inc
CONTACT PERSON:	Bilal Saleem
EMAIL ADDRESS:	roadscape1@yahoo.com
AUTHORIZED SIGNATURE:	<i>Bilal Saleem</i>

GROUP I - FURNISH & INSTALL THERMOPLASTIC OR PAINT							
Item #	Description	Estimated Quantities	Unit of Measure	Thermoplastic Double Drop Bead Application		Paint	
				Unit Price	Total Cost	Unit Price	Total Cost
1	4 " yellow stripe	106,928	Linear Foot	\$ 0.44	\$ 47,048.32	\$ 0.08	\$ 8,554.24
2	4" white stripe	46,640	Linear Foot	\$ 0.44	\$ 20,521.60	\$ 0.08	\$ 3,731.20
3	6" yellow stripe	14,006	Linear Foot	\$ 0.52	\$ 7,283.12	\$ 0.15	\$ 2,100.90
4	6" white stripe	832	Linear Foot	\$ 0.52	\$ 432.64	\$ 0.15	\$ 124.80
5	8" white stripe	50	Linear Foot	\$ 0.53	\$ 26.50	\$ 0.18	\$ 9.00
6	12" white stripe	2,216	Linear Foot	\$ 2.50	\$ 5,540.00	\$ 0.52	\$ 1,152.32
7	18" yellow stripe	350	Linear Foot	\$ 2.80	\$ 980.00	\$ 0.62	\$ 217.00
8	18" white stripe	60	Linear Foot	\$ 2.80	\$ 168.00	\$ 0.62	\$ 37.20
9	24" white stripe	2,000	Linear Foot	\$ 3.10	\$ 6,200.00	\$ 1.50	\$ 3,000.00
10	Arrow symbol-single left, thru or right	40	Each	\$ 65.00	\$ 2,600.00	\$ 25.00	\$ 1,000.00
11	Legend, Only	8	Each	\$ 80.00	\$ 640.00	\$ 45.00	\$ 360.00
				TOTAL	\$ 91,440.18	TOTAL	\$ 20,286.66
GRAND TOTAL (GROUP I: Items 1 - 11)						\$	111,726.84

GROUP II- LAYOUT & REMOVAL OF MARKINGS							
Item #	Item / Task	Estimated Quantities	Unit of Measure	Thermoplastic		Paint	
				Unit Price	Total Cost	Unit Price	Total Cost
1	Removal of existing markings, per square foot	500	Square Foot	\$ 3.00	\$ 1,500.00	\$ 3.00	\$ 1,500.00
2	Removal of RPMs, each	880	Each	\$ 0.50	\$ 440.00	\$ 0.50	\$ 440.00
3	Supply and Install RPMs, each	880	Each	\$ 3.00	\$ 2,640.00	\$ 3.00	\$ 2,640.00
				TOTAL	\$ 4,580.00	TOTAL	\$ 4,580.00
4	Minimum Trip Charge		Each	\$ 1,500.00	\$ 1,500.00	\$ 1,200.00	\$ 2,700.00
GRAND TOTAL (GROUP II: Items 1 - 4)						\$	11,860.00



City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson, City Manager
Tracey Riehm, Finance Director
James Tillman, Purchasing Manager

FROM: Lynn Stevens, Public Works & Utilities Director

DATE: January 18, 2018

SUBJECT: **Award Bid #18-04 Street Striping**

REQUEST:

The Public Works Department requests City Council award bid #18-04 Street Striping to Roadscape North Florida, 14476-704 Duval Place West, Jacksonville, FL 32218 with the following stipulations:

- Authorize the services on a per unit price basis for two (2) years with two (2) one (1) year renewal periods subject to budget appropriations
- Authorize the City Manager to approve any amendments required to unit quantities to meet the needs of the project and within the budget established
- Authorize the City Manager to exercise the renewal options and to expend budgeted funds as needed during the renewal terms for purchases

PURPOSE:

The purpose of this request is to maintain public safety on the roadways.

CONSIDERATION:

The Public Works Department maintains 314 miles of paved roads within the city limits. Part of this road maintenance includes replacing or re-striping the dividing lines on the roadways, crosswalks, city owned parking lots, stop lines on the roads, and other markers on the roadways. These markings are critical in maintaining public safety on our streets. This work cannot be performed by in-house staff.

The invitation to bid (#18-04) for contracted street striping was released to potential bidders on November 9, 2017 with the bid opening of December 14. The bid included an itemized task sheet with various sizes and provided an estimated measurement for bid evaluation purposes. Three bids were received. Based on the estimated/expected quantities, Roadscape North Florida was the lowest and best bid.

The awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of two (2) years, starting March 1, 2018 and ending February 28, 2020, with the option for renewal of two (2) one (1) year extensions, if mutually agreeable with both parties.

The contract will be awarded on a "per unit" price basis and expenditures will be based on the street striping budget (IMI 002) approved by Council each year. This contract will be contingent upon the approval of the Capital Improvement Budget each consecutive year after FY18. The approved FY18 budget for street striping is \$154,467.

FUNDING:

301-4300-541-5363 Gas Tax \$154,467

RECOMMENDATION:

The Public Works Department recommends City Council award bid #18-04 Street Striping to Roadscape North Florida, 14476-704 Duval Place West, Jacksonville, FL 32218 with stipulations.

ANTICIPATED SCHEDULE:

- a.) Council Approval 2/6/18
- b.) Fully Executed contracts by 2/21/18

ATTACHMENTS:

- a.) Bid Submittals for all bidders
- b.) Original Bid Documents & addendums
- c.) Bid Tabulation
- d.) Contract for awarded vendor

Cc: Ronnie Buttrum, Interim Public Works Director
 Kynah Cockcroft, Sr. Administrative Assistant
 Julia Wiggins, Public Utilities Budget Analyst



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/06/2018

Consent item: Yes

SUBJECT: (B8) Resolution No. 18-2 - Renaming the Segment of Summer Trees Road, north of Taylor Road, to "North Summer Trees Road"

DEPARTMENT: Community Development

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Resolution No. 18-2 renaming the north segment of Summer Trees Road, north of Taylor Road, to "North Summer Trees Road," and authorizing the City Manager to coordinate the implementation of the public street name change.

SUMMARY: Volusia County 911 Director and Port Orange Fire Chief have brought to the attention of Staff the duplication of similarly named intersections; specifically, the intersections of Summer Trees Road and South Williamson Boulevard. The two intersections are 1.2 miles apart and have caused confusion with emergency dispatches and responses. (See Attached Location Map)

This proposed Resolution will rename the segment of Summer Trees Road north of Taylor Road as, "North Summer Trees Road." This renaming has met with the approval of Port Orange Police, Fire, and the Volusia County 911 Director. New street signage will need to be coordinated with both the City and County, as Taylor Road and South Williamson Boulevard are both County rights of way. Notifications to private and public agencies such as the USPS will be minimal, as no properties front on this northerly segment of Summer Trees Road.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 18-2	Resolution No. 18-XX Street Renaming.pdf
2.	Location Map	Summer Trees Rd rename Location Map.pdf

Melanie Schmotzer
Tim Burman
Linda Johnson
Lynn Stevens
Ken Fustin
Thomas Grimaldi
Shannon Balmer

Created/Initiated - 01/26/2018
Approved - 01/26/2018
Approved - 01/26/2018
Approved - 01/29/2018
Approved - 01/29/2018
Approved - 01/30/2018
Approved - 01/30/2018

Jake Johansson
Robin Fenwick

Approved - 01/31/2018
Final Approval - 01/31/2018

RESOLUTION NO. 18-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
AUTHORIZING THE RENAMING OF THE SEGMENT OF
SUMMER TREES ROAD LOCATED NORTH OF TAYLOR
ROAD CONNECTING TO SOUTH WILLIAMSON
BOULEVARD, ALL WITHIN THE MUNICIPAL
BOUNDARIES; SAID SEGMENT PROPOSED TO BE NAMED
“NORTH SUMMER TREES ROAD”; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the County of Volusia has advised the City of a duplication of named intersections, specifically Summer Trees Road and South Williamson Boulevard; and

WHEREAS, the County of Volusia has requested the City rename a segment of Summer Trees Road to help eliminate confusion, facilitate improved emergency access and response, and the ability of the public to locate the street; and

WHEREAS, the City Council finds it to be in the best interest of public health, safety and welfare of its citizens, and advantageous to the advancement of the public good to rename a segment of “SUMMER TREES ROAD” to “NORTH SUMMER TREES ROAD”; and

WHEREAS, the segment of Summer Trees Road proposed for the name change is from the intersection of Summer Trees Road and Taylor Road north to the intersection of Summer Trees Road and South Williamson Boulevard; and

WHEREAS, the segment of Summer Trees Road that is proposed for the name change has no structures addressed and can be renamed with minimal impact.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. **Findings.** The findings set forth above in the whereas clauses are hereby adopted and incorporated by reference into this resolution.

Section 2. **Renaming Action.** Beginning with the effective date of this Resolution, the segment of the street within the City limits presently known as "SUMMER TREES ROAD" running north from Taylor Road to the intersection with South Williamson Boulevard (north of Dunlawton) and as graphically depicted in **Exhibit "A"**, attached hereto as and made a part hereof by reference, is re-named as "NORTH SUMMER TREES ROAD" and shall be known hereafter as "NORTH SUMMER TREES ROAD".

Section 3. **Requested Action.** Upon adoption of this Resolution, the City Manager or his designee is directed to take measures to coordinate with the County of Volusia for the proper installation of street signs in accordance with this action and to make all official notifications of the street name change to property owners affected by this action and appropriate county, state, and federal officials including the Property Appraiser, Tax Collector, Volusia County 911 Administrator, and the United States Postmaster.

Section 4. **Severability.** If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 6. **Effective Date.** This Resolution No. 18-2 shall be executed by the Mayor and City Clerk and shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

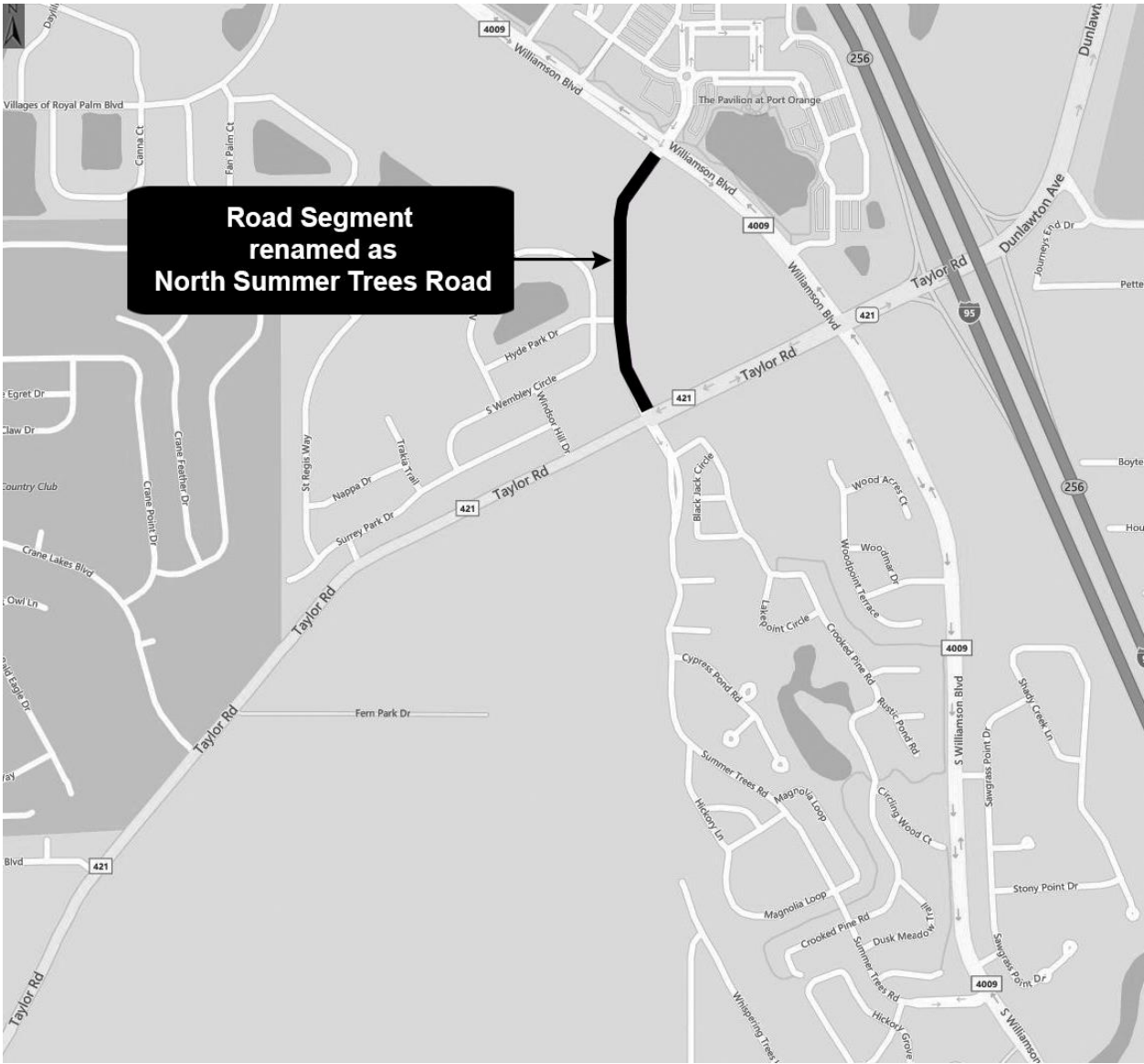
Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved:

Shannon K. Balmer, Assistant City Attorney

EXHIBIT “A”





S. Williamson
Blvd.

Summer
Trees Rd.



S. Williams
on Blvd.



Taylor Rd.

Summer Trees
Subdivision

Summer
Trees Rd.

Road Segment to
be renamed
N. Summer Trees Rd.

Current
Summer Trees Rd./
Williamson Blvd.
Intersections

Road Segment to Remain
Summer Trees Rd.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/06/2018

Consent item: Yes

SUBJECT: (B9) Approval of Administrative Code Change

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve the Administrative Code change regarding the realignment within the Community Development, Police, Public Utilities, Public Works, Finance, and Executive departments.

SUMMARY: City Charter Article IV. Administrative, Section 4.05 describes the Administrative Code. Adopted by City Council, the Administrative Code sets forth department organization including charts depicting the chain of command and the allocation of responsibilities and duties for each department.

Over the last several months, staff has been evaluating the current Code Enforcement operation (referred to on the current organizational chart as "Community Improvement"). At the City Council meeting on December 12, 2017, staff indicated that they would be proposing a realignment of this division, currently under the Community Development Department, to a unit in the Police Department. This realignment is anticipated to take effect in Spring of 2018.

Staff has also reviewed the current organizational chart and is proposing additional amendments to the administrative code for the purposes of more accurately reflecting operations. These proposed changes include:

- 1) Modifying the reporting structure of departments to be direct reports to the City Manager.
- 2) Modifying the descriptions of the Public Information and Executive Assistant positions to more closely reflect their current functions.
- 3) Appropriately reflecting the Engineering Division as a separate division in Public Utilities.
- 4) In FY16, the Operations Manager classification was approved in Public Works. It is being proposed to appropriately identify the Operations Division, which includes Roads and Streets, Stormwater/Drainage, Building Maintenance, and Grounds Maintenance.
- 5) Appropriately reflecting the Compliance Division as a separate division in Finance.
- 6) Modifying the title of the Accounting Division to Accounting/Budget to more accurately define the functions.
- 7) On November 14, 2017, City Council approved hiring a new Grants Manager FTE. Historically, grants were part of a division that reported to the executive office. It is proposed that grants become part of a division within the Finance department.

The current and proposed organizational charts are attached.

Project No.: Funding Account No.:

ATTACHMENTS:

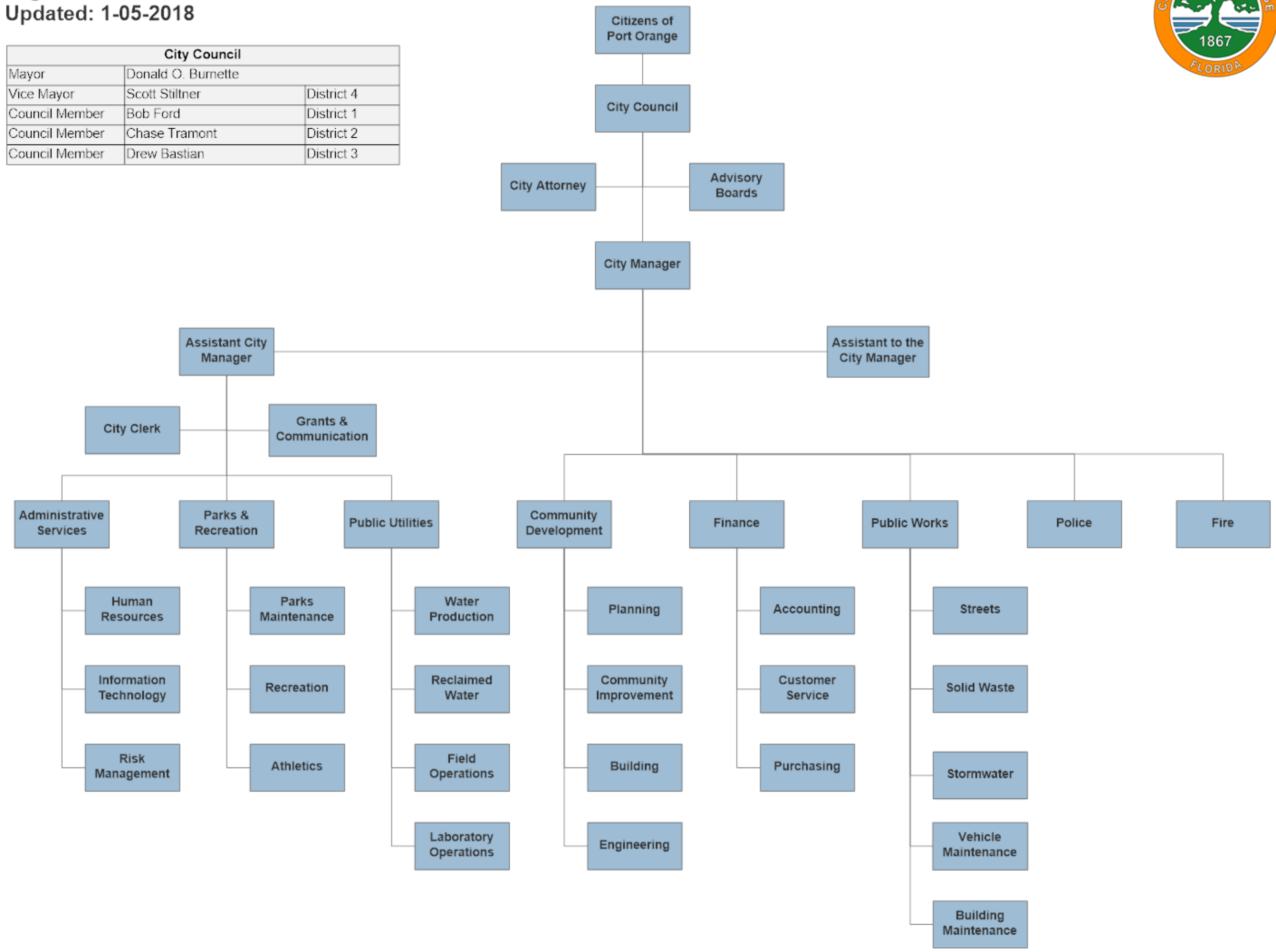
1.	Current Organizational Chart	Citywide Organizational Chart Current.pdf
2.	Proposed Organizational Chart	PROPOSED Citywide Org Chart.pdf

Jamie Miller	Created/Initiated - 01/10/2018
Tim Burman	Approved - 01/15/2018
Thomas Grimaldi	Approved - 01/15/2018
Lynn Stevens	Approved - 01/19/2018
Tracey Riehm	Approved - 01/25/2018
Jake Johansson	Approved - 01/29/2018
Robin Fenwick	Final Approval - 01/29/2018

City of Port Orange Organizational Chart Updated: 1-05-2018



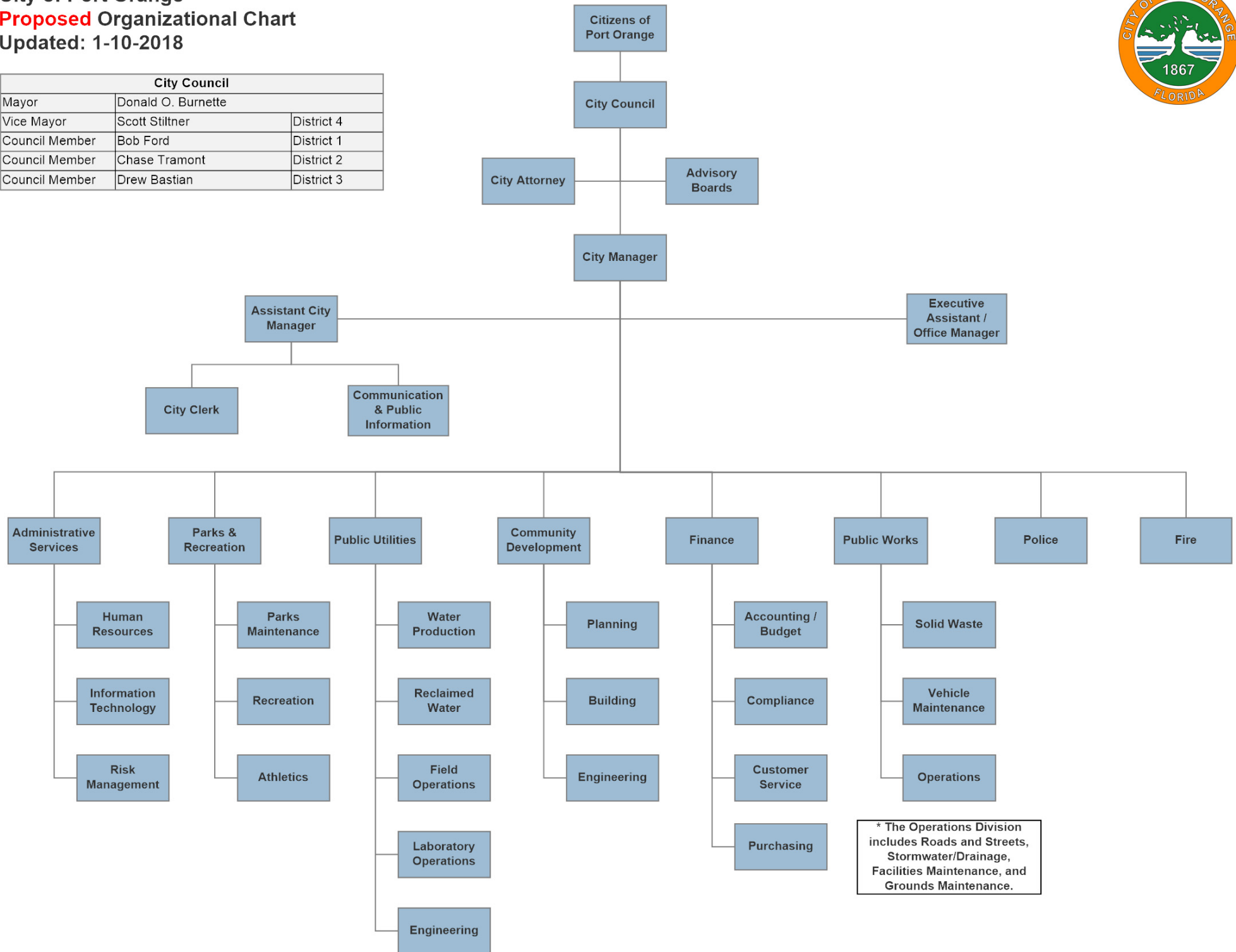
City Council		
Mayor	Donald O. Burnette	
Vice Mayor	Scott Stiltner	District 4
Council Member	Bob Ford	District 1
Council Member	Chase Tramont	District 2
Council Member	Drew Bastian	District 3



City of Port Orange
Proposed Organizational Chart
Updated: 1-10-2018



City Council		
Mayor	Donald O. Burnette	
Vice Mayor	Scott Stiltner	District 4
Council Member	Bob Ford	District 1
Council Member	Chase Tramont	District 2
Council Member	Drew Bastian	District 3



**The Golf Club at Cypress Head
Course Cash Flow Report
December 31, 2017**

	<u>December</u>	<u>YTD</u>
EBITDA	\$5,159.48	(\$4,495.42)
Management Fee Expense	(6,684.04)	(20,052.12)
Depreciation & Amortization	(153.61)	(460.83)
Net Income	(1,678.17)	(25,008.37)
Working Capital Changes		
Inventory	1,160.08	(4,631.06)
Receivables	8,029.81	97,666.95
Payables	(15,439.41)	(9,795.80)
Due to from the City	244.88	563.74
Prepays	(5,397.20)	5,025.01
Accrued Liabilities	1,918.34	(24,468.81)
Other Liabilities	(11,203.93)	(72,457.54)
Depreciation & Amortization	153.61	460.83
Operating Cash Flow	(22,211.99)	(32,645.05)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(22,211.99)</u>	<u>(32,645.05)</u>
Beginning Cash	204,486.73	214,919.79
Net Cash Flows	<u>(22,211.99)</u>	<u>(32,645.05)</u>
Ending Cash	<u>182,274.74</u>	<u>182,274.74</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Three Months Ending December 31, 2017

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	95,092	270,264	1,146,664	24%	91,828	266,714	1,180,861	23%
Merchandise	4,869	15,633	63,915	24%	4,858	16,950	59,537	28%
Other Pro Shop	825	1,754	13,751	13%	340	1,115	11,927	9%
Range	2,776	8,352	35,853	23%	3,271	8,845	36,706	24%
Food and Beverage	0	0	15,788		21,105	64,786	83,000	78%
Other Operating Revenues	3,149	9,441	39,356	24%	3,023	9,170	39,944	23%
TOTAL REVENUE	106,710	305,444	1,315,327	23%	124,425	367,581	1,411,976	26%
COST OF SALES								
Merchandise	2,789	9,095	37,436	24%	3,168	10,415	38,699	27%
Food & Beverage	0	0	6,042		9,921	24,366	28,745	85%
TOTAL COGS	2,789	9,095	43,478	21%	13,088	34,781	67,444	52%
COGS - Merchandise %	57.3%	58.2%	58.6%	99.3%	65.2%	61.4%	65.0%	94.5%
COGS - Food %			38.3%		47.0%	37.7%	34.6%	108.9%
PAYROLL								
Course and Grounds	32,688	91,418	341,675	27%	23,795	74,395	375,767	20%
Carts, Range, Starters, Etc.	6,431	20,221	86,435	23%	7,284	23,476	99,348	24%
Pro Shop	2,931	11,087	42,904	26%	2,453	9,529	52,439	18%
Food and Beverage	0	0	9,850		14,056	43,885	32,550	135%
General and Administrative	10,733	32,145	133,923	24%	11,346	33,802	152,526	22%
Marketing	4,299	12,464	49,654	25%	4,683	12,986	49,611	26%
TOTAL PAYROLL	57,081	167,335	664,441	25%	63,617	198,073	762,242	26%
OPERATING EXPENSES								
Course and Grounds	16,767	57,105	252,335	23%	14,055	43,299	280,678	15%
Carts, Range, Starters, Etc.	6,328	20,701	80,327	26%	7,342	21,642	83,934	26%
Pro Shop	1,339	1,064	6,324	17%	0	(189)	7,954	-2%
Food and Beverage	0	0	1,413		3,503	9,069	9,561	95%
General and Administrative	18,139	66,181	210,751	31%	16,636	60,491	209,750	29%
Marketing	575	4,820	22,941	21%	1,023	4,909	30,260	16%
TOTAL OPERATING EXPENSES	43,149	149,871	574,091	26%	42,560	139,222	622,137	22%
TOTAL EXPENSES	103,019	326,300	1,282,010	25%	119,265	372,076	1,451,823	26%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,713)	(17,139)	(69,411)	25%	(6,684)	(20,052)	(71,125)	28%
Depreciation & Amortization	(154)	(459)	(1,146)	40%	(154)	(461)	(4,572)	10%
TOTAL OTHER INCOME (EXPENSE)	(5,866)	(17,597)	(70,557)	25%	(6,838)	(20,513)	(75,697)	27%
NET INCOME	(2,176)	(38,454)	(37,241)	103%	(1,678)	(25,008)	(115,544)	22%
Paid Rounds	2,778	8,578	36,904	7%	2,794	8,688	37,150	23%
Annual Pass Rounds	795	2,205	8,095	8%	635	1,727	8,542	20%
Other Rounds	260	685	2,719	7%	256	687	2,924	23%
Total Rounds	3,833	11,468	47,718	7%	3,685	11,102	48,615	23%
Revenue/Paid Rounds	38.41	35.61	35.64	94%	44.53	42.31	38.01	111%
Revenue/Total Rounds	27.84	26.63	27.56	91%	33.77	33.11	29.04	114%

The Golf Club at Cypress Head
For the Three Months Ending December 31, 2017

	<u>12/31/17</u>	<u>09/30/17</u>	<u>12/31/16</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	144,788	191,390	59,956
Cash - Payroll	35,937	21,980	0
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	700	700	500
Total Cash	<u>182,275</u>	<u>214,920</u>	<u>61,306</u>
Accounts Receivable			
A/R Member	990	98,657	340
Total Accounts Recievable	<u>990</u>	<u>98,657</u>	<u>340</u>
Other Current Assets			
Inventory - Merchandise	17,312	13,394	23,260
Inventory - Food & Beverage	8,701	7,988	0
Prepaid Insurance	16,756	21,005	14,755
Prepaid Exp - Other	2,283	3,059	4,934
Total Other Current Assets	<u>45,052</u>	<u>45,445</u>	<u>42,950</u>
TOTAL CURRENT ASSETS	<u>228,316</u>	<u>359,022</u>	<u>104,596</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>(25,844)</u>	<u>(25,383)</u>	<u>(24,695)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>10,304</u>	<u>10,765</u>	<u>11,453</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>241,621</u></u>	<u><u>372,787</u></u>	<u><u>116,048</u></u>

The Golf Club at Cypress Head
For the Three Months Ending December 31, 2017

	<u>12/31/17</u>	<u>09/30/17</u>	<u>12/31/16</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	14,783	24,579	24,504
Accts Pay - Other	22,149	21,585	(109,889)
Accrued Expenses	486	4,190	4,669
Accrued Payroll	19,846	28,213	16,095
Accrued Taxes	6,890	13,317	3,819
Accrued Interest	0	5,971	0
Deferred Revenue	202,477	274,935	215,305
TOTAL CURRENT LIABILITIES	<u>266,630</u>	<u>372,789</u>	<u>154,503</u>
 TOTAL LIABILITIES	 <u>266,630</u>	 <u>372,789</u>	 <u>154,503</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>(25,010)</u>	<u>(1)</u>	<u>(38,455)</u>
Net Retained Earnings	<u>(25,010)</u>	<u>(1)</u>	<u>(38,455)</u>
Stockholders Equity	<u>(25,010)</u>	<u>(1)</u>	<u>(38,455)</u>
TOTAL STOCKHOLDER'S EQUITY	<u>(25,010)</u>	<u>(1)</u>	<u>(38,455)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u>241,621</u>	 <u>372,787</u>	 <u>116,048</u>

[illegible]

The Golf Club at Cypress Head
Summary of All Units
For the Three Months Ending December 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
56,882	58,819	97%	58,236	98%	Green Fees	162,536	163,115	100%	161,500	101%	703,233	671,548
34,945	36,856	95%	36,856	95%	Cart Fee	104,178	108,765	96%	108,765	96%	477,628	471,566
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	30
100	280	36%	280	36%	Handicap Fee	120	320	38%	320	38%	4,538	4,430
0	345	0%	345	0%	Lessons	305	924	33%	924	33%	4,480	5,652
240	200	120%	200	120%	Rental Clubs	690	510	135%	510	135%	2,909	3,030
4,858	4,869	100%	4,869	100%	Retail	16,950	15,633	108%	15,633	108%	59,537	65,203
3,271	2,776	118%	2,776	118%	Range	8,845	8,352	106%	8,352	106%	36,706	36,346
11,334	19,500	58%	0	0%	Food & Beverage	35,844	51,800	69%	0	0%	51,800	44,241
5,183	6,500	80%	0	0%	Beer	16,103	16,500	98%	0	0%	16,500	21,623
3,669	5,500	67%	0	0%	Liquor	10,483	11,900	88%	0	0%	11,900	12,029
919	1,000	92%	0	0%	Wine	2,166	2,800	77%	0	0%	2,800	2,490
0	0	0%	0	0%	F&B Other	191	0	0%	0	0%	0	191
3,023	3,180	95%	3,149	96%	City Surcharge R & R	9,170	9,536	96%	9,441	97%	39,944	39,085
124,425	139,824	89%	106,710	117%	Total Revenues	367,581	390,154	94%	305,444	120%	1,411,976	1,377,463
COST OF GOODS SOLD												
3,168	3,165	100%	2,789	114%	COGS - Merchandise	10,415	10,161	102%	9,095	115%	38,699	38,756
5,705	7,450	77%	0	0%	COGS - Food & Beverage	13,861	19,450	71%	0	0%	19,450	16,427
2,676	2,405	111%	0	0%	COGS - Beer	7,104	6,005	118%	0	0%	6,005	9,773
1,108	1,210	92%	0	0%	COGS - Liquor	2,589	2,618	99%	0	0%	2,618	3,297
432	240	180%	0	0%	COGS - Wine	812	672	121%	0	0%	672	911
13,088	14,470	90%	2,789	469%	Total COGS	34,781	38,906	89%	9,095	382%	67,444	69,165
111,336	125,354	89%	103,921	107%	GROSS MARGIN	332,800	351,247	95%	296,349	112%	1,344,532	1,308,299
65.20%	65.00%	100.31%	57.29%	113.82%	COGS - Merchandise %	61.44%	65.00%	94.53%	58.18%	105.61%	65.00%	709.43%
50.33%	38.21%	131.74%	0.00%	0.00%	COGS - Food & Beverage %	38.67%	37.55%	102.99%	0.00%	0.00%	37.55%	147.41%
51.64%	37.00%	139.56%	0.00%	0.00%	COGS - Beer %	44.12%	36.39%	121.22%	0.00%	0.00%	36.39%	181.36%
30.20%	22.00%	137.26%	0.00%	0.00%	COGS - Liquor %	24.70%	22.00%	112.25%	0.00%	0.00%	22.00%	118.91%
46.97%	24.00%	195.69%	0.00%	0.00%	COGS - Wine %	37.50%	24.00%	156.24%	0.00%	0.00%	24.00%	148.01%
47.01%	34.78%	135.14%	0.00%	0.00%	COGS - All Food & Bev	37.72%	34.63%	108.92%	0.00%	0.00%	34.63%	151.45%
PAYROLL												
16,459	20,854	79%	20,777	79%	Gross Payroll - Salaried	47,873	62,561	77%	61,763	78%	250,243	218,266
5,110	5,000	102%	0	0%	Gross Kitchen Payroll - Salaried	16,923	15,000	113%	0	0%	15,000	21,923
24,417	29,252	83%	25,773	95%	Gross Payroll - Hourly	79,675	86,811	92%	75,287	106%	344,414	307,260
6,617	4,000	165%	0	0%	Gross Kitchen Payroll - Hourly	20,007	12,000	167%	0	0%	12,000	23,764
52,604	59,105	89%	46,550	113%	S/T Wages	164,478	176,372	93%	137,050	120%	621,657	571,213
3,887	4,433	88%	3,458	112%	Payroll Tax - FICA	12,022	13,227	91%	10,296	117%	47,291	42,903
200	688	29%	214	94%	Payroll Tax - UC	842	2,240	38%	819	103%	6,961	4,074
941	1,065	88%	759	124%	Payroll Tax - WC	3,296	3,179	104%	2,752	120%	11,314	10,754
5,985	6,627	90%	6,100	98%	Benefits	17,437	19,880	88%	16,418	106%	75,017	66,235
11,013	12,813	86%	10,531	105%	S/T Adders	33,596	38,525	87%	30,284	111%	140,584	123,966
63,617	71,918	88%	57,081	111%	TOTAL PAYROLL	198,073	214,897	92%	167,335	118%	762,242	695,179
OPERATING EXPENSES												
29	300	10%	0	0%	Bar Supplies	76	900	8%	0	0%	900	337
576	50	1153%	0	0%	Cart Supplies	608	456	133%	456	133%	2,502	1,928
1,174	1,150	102%	0	0%	Chemicals	2,461	3,150	78%	0	0%	11,200	2,461
0	501	0%	496	0%	Course Accessories	183	3,271	6%	2,892	7%	5,293	1,611
976	250	390%	0	0%	Dining Room Supplies	1,669	750	223%	0	0%	750	1,836
920	2,510	37%	2,782	33%	Fertilizer	3,346	9,761	34%	8,873	38%	38,785	22,764
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	750	0
0	1,368	0%	1,354	0%	Fuel	2,822	3,415	83%	2,589	109%	15,034	13,064
522	250	209%	0	0%	Fungicides	850	1,332	64%	1,071	79%	6,363	4,993
1,299	2,555	51%	649	200%	Herbicides	3,910	6,565	60%	3,736	105%	28,748	18,309
79	599	13%	1,572	5%	Insecticides	1,044	3,499	30%	5,327	20%	21,533	27,460
408	187	218%	187	218%	Janitorial Supplies	1,293	696	186%	546	237%	4,233	4,232
220	250	88%	0	0%	Kitchen Supplies	377	750	50%	0	0%	750	631
592	350	169%	0	0%	Laundry/Linens	867	1,050	83%	0	0%	1,050	944
0	160	0%	160	0%	Laundry/Uniforms	1,212	209	581%	209	581%	1,282	2,035
262	343	76%	554	47%	Office Supplies	2,546	1,206	211%	856	297%	3,836	5,539
0	0	0%	0	0%	Range Balls	1,325	1,455	91%	1,455	91%	3,055	2,385
207	132	157%	132	157%	Range Equipment	294	589	50%	339	87%	1,789	1,121
0	0	0%	0	0%	Range Expenses	0	0	0%	0	0%	0	0
0	1,000	0%	926	0%	Sand/Topdress	1,011	2,600	39%	1,925	53%	14,959	8,116
0	0	0%	0	0%	Seeds/Trees	0	4,444	0%	4,400	0%	4,444	0
41	248	17%	246	17%	Small Tools	74	617	12%	611	12%	821	863
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	0	0%	0	0%	842	800
0	878	0%	878	0%	Supplies	0	878	0%	878	0%	1,777	50
0	0	0%	0	0%	Tournament Expense	(278)	0	-928300%	(425)	66%	500	(49)
79	211	37%	411	19%	Alarm System	368	794	46%	1,144	32%	2,215	2,237

The Golf Club at Cypress Head
Summary of All Units
For the Three Months Ending December 31, 2017

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	550	0
212	100	212%	0	0%	Cart Repairs	451	300	150%	0	0%	1,233	485
151	190	80%	190	80%	Computer Service	454	571	80%	571	80%	2,969	2,968
812	812	100%	0	0%	Contract Cleaning	2,489	2,436	102%	0	0%	2,436	2,868
0	0	0%	32	0%	Guest Relations	64	0	-106500%	32	200%	0	64
0	0	0%	0	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
1,172	154	761%	400	293%	Irrigation	1,587	1,507	105%	452	351%	6,422	6,907
0	0	0%	0	0%	Lesson Expense	0	75	0%	0	0%	426	0
125	125	100%	0	0%	Pest Control	375	375	100%	0	0%	375	500
1,994	2,855	70%	1,144	174%	Repair & Maint - Equipment	5,265	7,314	72%	6,167	85%	25,898	28,357
105	539	20%	439	24%	Repair & Maint - Building	682	964	71%	664	103%	3,807	3,688
5,356	5,356	100%	5,356	100%	Cart Lease	16,067	16,067	100%	16,067	100%	64,268	64,268
5,316	5,466	97%	4,886	109%	Equipment Lease	16,408	16,399	100%	14,659	112%	64,242	60,534
168	168	100%	168	100%	Off-Site Storage	504	504	100%	504	100%	2,016	2,016
1,194	1,058	113%	1,055	113%	Utilities - Electric	3,550	3,083	115%	3,076	115%	13,296	13,845
584	600	97%	0	0%	Utilities - Gas	2,444	1,800	136%	0	0%	1,800	2,444
3,223	3,880	83%	3,863	83%	Utilities - Other	9,314	11,439	81%	11,395	82%	46,571	51,101
250	251	99%	250	100%	Utilities - Telephone/Fax	304	804	38%	1,001	30%	3,037	2,500
220	278	79%	275	80%	Utilities - Water	684	763	90%	755	91%	2,887	2,996
1,023	2,075	49%	575	176%	Advertising & Promotion	4,966	6,608	75%	3,808	130%	26,647	20,586
498	400	125%	520	96%	Bank Charges	1,448	873	166%	1,436	101%	4,240	6,062
(221)	0	-169762%	(582)	38%	Cash Short/(Over)	(582)	0	190039%	383	-154%	0	(1,667)
200	200	100%	200	100%	Cell Phone	550	600	92%	650	85%	2,400	2,000
3,023	3,180	95%	3,149	96%	City Surcharge R & R	9,170	9,534	96%	9,441	97%	39,942	39,085
0	48	0%	(42)	0%	Copier/Photocopies	0	108	0%	18	0%	442	693
2,472	1,742	142%	1,742	142%	Credit Card Discounts	8,607	7,581	114%	7,581	114%	27,270	25,436
0	0	0%	0	0%	Donations	0	0	0%	(267)	0%	200	0
50	0	0%	0	0%	Dues & Subscriptions	200	0	0%	0	0%	1,179	1,239
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	779	525
955	633	151%	633	151%	Employee Relations	988	955	104%	955	104%	2,096	1,755
0	88	0%	87	0%	Employee Testing	93	205	46%	203	46%	440	504
4,341	3,974	109%	3,858	113%	Insurance Expense	13,024	11,923	109%	11,575	113%	47,691	49,362
0	40	0%	0	0%	Member Relations	0	118	0%	38	0%	478	27
0	0	0%	0	0%	Messenger Service - Fedex	117	104	112%	104	112%	379	204
0	0	0%	0	0%	Miscellaneous	(57)	0	0%	864	-7%	0	2,443
720	0	0%	0	0%	O/S - Accounting	10,000	12,500	80%	12,000	83%	12,500	10,000
0	0	0%	0	0%	O/S - Legal	720	0	0%	0	0%	80	720
0	0	0%	0	0%	O/S - Legal-Mgmt Contracts	0	0	0%	0	0%	0	56
0	0	0%	350	0%	O/S - Other	0	0	0%	350	0%	9,842	12,600
966	450	215%	2,291	42%	Payroll Processing Fee	1,942	1,350	144%	3,880	50%	5,398	8,451
138	81	170%	81	170%	Postage/Shipping	369	142	259%	142	259%	801	1,164
(30)	0	0%	0	0%	Tax/Licenses/Fees	(90)	(90)	100%	(90)	100%	(82)	330
0	0	0%	0	0%	Theft Loss	82	0	0%	0	0%	0	82
98	0	0%	43	226%	Travel - Meals	205	0	0%	128	160%	0	1,786
60	1,187	5%	1,837	3%	Travel - Other	719	3,848	19%	4,298	17%	16,914	6,079
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
42,560	49,222	86%	43,149	99%	TOTAL OPERATING EXPENSES	139,222	169,294	82%	149,871	93%	622,137	563,442
5,159	4,214	122%	3,690	140%	EBITDA	(4,495)	(32,944)	14%	(20,856)	22%	(39,846)	49,677
6,684	6,570	102%	5,713	117%	Management Fee	20,052	19,710	102%	17,139	117%	71,125	72,325
6,684	6,570	102%	5,713	117%	Management Fees	20,052	19,710	102%	17,139	117%	71,125	72,325
37	98	38%	37	100%	Deprec - Mach & Equip	111	294	38%	111	100%	1,176	277
117	283	41%	117	100%	Deprec - Buildings	350	849	41%	348	101%	3,396	871
154	381	40%	154	100%	S/T DEPR. & AMORT	461	1,143	40%	459	100%	4,572	1,148
(1,678)	(2,737)	61%	(2,176)	77%	NET INCOME	(25,008)	(53,797)	46%	(38,454)	65%	(115,544)	(23,796)

The Golf Club at Cypress Head
Course & Grounds
For the Three Months Ending December 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
56,882	58,819	97%	58,236	98%	Green Fees	162,536	163,115	100%	161,500	101%	703,233	671,548
3,023	3,180	95%	3,149	96%	City Surcharge R & R	9,170	9,536	96%	9,441	97%	39,944	39,085
59,905	61,999	97%	61,385	98%	Total Revenues	171,705	172,650	99%	170,941	100%	743,178	710,632
59,905	61,999	97%	61,385	98%	GROSS MARGIN	171,705	172,650	99%	170,941	100%	743,178	710,632
PAYROLL												
4,684	8,083	58%	9,075	52%	Gross Payroll - Salaried	13,901	24,250	57%	27,067	51%	97,000	76,102
14,846	17,670	84%	17,286	86%	Gross Payroll - Hourly	47,559	52,441	91%	47,117	101%	208,055	186,933
19,530	25,754	76%	26,361	74%	S/T Wages	61,460	76,691	80%	74,184	83%	305,055	263,034
1,395	1,970	71%	1,855	75%	Payroll Tax - FICA	4,408	5,867	75%	5,271	84%	23,337	18,949
57	4	1378%	145	40%	Payroll Tax - UC	237	44	542%	505	47%	2,330	1,772
350	471	74%	407	86%	Payroll Tax - WC	1,245	1,401	89%	1,374	91%	5,573	4,799
2,463	3,289	75%	3,920	63%	Benefits	7,044	9,868	71%	10,084	70%	39,472	36,098
4,265	5,734	74%	6,327	67%	S/T Adders	12,935	17,180	75%	17,234	75%	70,712	61,617
23,795	31,488	76%	32,688	73%	TOTAL PAYROLL	74,395	93,871	79%	91,418	81%	375,767	324,652
OPERATING EXPENSES												
1,174	1,150	102%	0	0%	Chemicals	2,461	3,150	78%	0	0%	11,200	2,461
0	501	0%	496	0%	Course Accessories	188	3,271	6%	2,892	7%	5,293	1,611
920	2,510	37%	2,782	33%	Fertilizer	3,346	9,761	34%	8,873	38%	38,785	22,764
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	750	0
0	1,368	0%	1,354	0%	Fuel	2,822	3,415	83%	2,589	109%	15,034	13,064
522	250	209%	0	0%	Fungicides	850	1,332	64%	1,071	79%	6,363	4,993
1,299	2,555	51%	649	200%	Herbicides	3,910	6,565	60%	3,736	105%	28,748	18,309
79	599	13%	1,572	5%	Insecticides	1,044	3,499	30%	5,327	20%	21,533	27,460
0	1,000	0%	926	0%	Sand/Topdress	1,011	2,600	39%	1,925	53%	14,959	8,116
0	0	0%	0	0%	Seeds/Trees	0	4,444	0%	4,400	0%	4,444	0
41	248	17%	246	17%	Small Tools	74	617	12%	611	12%	821	863
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	0	0%	0	0%	842	800
1,172	154	761%	400	293%	Irrigation	1,587	1,507	105%	452	351%	6,422	6,907
1,705	2,503	68%	1,092	156%	Repair & Maint - Equipment	4,976	5,563	89%	4,189	119%	22,304	26,996
0	100	0%	0	0%	Repair & Maint - Building	0	300	0%	0	0%	1,200	10
5,316	5,316	100%	4,886	109%	Equipment Lease	15,948	15,949	100%	14,659	109%	63,792	59,924
203	217	93%	215	94%	Utilities - Electric	653	699	93%	692	94%	2,610	2,763
1,304	1,705	76%	1,688	77%	Utilities - Other	3,345	4,477	75%	4,433	75%	19,255	23,500
102	100	102%	99	103%	Utilities - Telephone/Fax	306	301	102%	298	103%	1,171	1,214
220	278	79%	275	80%	Utilities - Water	684	763	90%	755	91%	2,887	2,996
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
0	88	0%	87	0%	Employee Testing	93	205	46%	203	46%	440	504
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	150	0%	0	0%	851	0
14,055	20,692	68%	16,767	84%	TOTAL OPERATING EXPENSES	43,299	68,566	63%	57,105	76%	280,678	238,530
22,054	9,819	225%	11,929	185%	EBITDA	54,012	10,213	529%	22,418	241%	86,733	147,451
22,054	9,819	225%	11,929	185%	NET INCOME	54,012	10,213	529%	22,418	241%	86,733	147,451

The Golf Club at Cypress Head
Carts
For the Three Months Ending December 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
34,945	36,856	95%	36,856	95%	REVENUES							
34,945	36,856	95%	36,856	95%	Cart Fee	104,178	108,765	96%	108,765	96%	477,628	471,566
34,945	36,856	95%	36,856	95%	Total Revenues	104,178	108,765	96%	108,765	96%	477,628	471,566
34,945	36,856	95%	36,856	95%	GROSS MARGIN	104,178	108,765	96%	108,765	96%	477,628	471,566
6,611	7,569	87%	5,818	114%	PAYROLL							
6,611	7,569	87%	5,818	114%	Gross Payroll - Hourly	21,109	22,462	94%	18,136	116%	89,117	80,624
					S/T Wages	21,109	22,462	94%	18,136	116%	89,117	80,624
502	579	87%	455	110%	Payroll Tax - FICA	1,705	1,718	99%	1,449	118%	6,817	6,362
45	47	95%	56	79%	Payroll Tax - UC	226	288	78%	243	93%	1,674	1,148
113	138	82%	94	120%	Payroll Tax - WC	409	410	100%	378	108%	1,628	1,454
12	9	131%	9	145%	Benefits	27	28	98%	16	172%	111	103
672	774	87%	614	110%	S/T Adders	2,367	2,445	97%	2,085	114%	10,231	9,067
7,284	8,342	87%	6,431	113%	TOTAL PAYROLL	23,476	24,907	94%	20,221	116%	99,348	89,690
576	50	1153%	0	0%	OPERATING EXPENSES							
212	100	212%	0	0%	Cart Supplies	608	456	133%	456	133%	2,502	1,928
5,356	5,356	100%	5,356	100%	Cart Repairs	451	300	150%	0	0%	1,233	485
991	841	118%	841	118%	Cart Lease	16,067	16,067	100%	16,067	100%	64,268	64,268
7,135	6,346	112%	6,196	115%	Utilities - Electric	2,897	2,384	122%	2,384	122%	10,486	11,083
20,526	22,167	93%	24,228	85%	TOTAL OPERATING EXPENSES	20,023	19,208	104%	18,908	106%	78,490	77,763
20,526	22,167	93%	24,228	85%	EBITDA	60,679	64,650	94%	69,636	87%	299,790	304,113
20,526	22,167	93%	24,228	85%	NET INCOME	60,679	64,650	94%	69,636	87%	299,790	304,113

The Golf Club at Cypress Head
Range
For the Three Months Ending December 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
3,271	2,776	118%	2,776	118%	Range	8,845	8,352	106%	8,352	106%	36,706	36,346
3,271	2,776	118%	2,776	118%	Total Revenues	8,845	8,352	106%	8,352	106%	36,706	36,346
3,271	2,776	118%	2,776	118%	GROSS MARGIN	8,845	8,352	106%	8,352	106%	36,706	36,346
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	1,325	1,455	91%	1,455	91%	3,055	2,385
207	132	157%	132	157%	Range Equipment	294	589	50%	339	87%	1,789	1,121
0	0	0%	0	0%	Range Expenses	0	0	0%	0	0%	0	0
0	0	0%	0	0%	Repair & Maint - Equipment	0	300	0%	0	0%	600	0
207	132	157%	132	157%	TOTAL OPERATING EXPENSES	1,619	2,344	69%	1,794	90%	5,444	3,506
3,064	2,644	116%	2,644	116%	EBITDA	7,226	6,008	120%	6,558	110%	31,262	32,840
3,064	2,644	116%	2,644	116%	NET INCOME	7,226	6,008	120%	6,558	110%	31,262	32,840

The Golf Club at Cypress Head
F & B Cafe
For the Three Months Ending December 31, 2017

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
REVENUES												
11,334	19,500	58%	0	0%	Food & Beverage	35,844	51,800	69%	0	0%	51,800	44,241
5,163	6,500	80%	0	0%	Beer	16,103	16,500	98%	0	0%	16,500	21,623
3,669	5,500	67%	0	0%	Liquor	10,483	11,900	88%	0	0%	11,900	12,029
919	1,000	92%	0	0%	Wine	2,166	2,800	77%	0	0%	2,800	2,490
0	0	0%	0	0%	F&B Other	191	0	0%	0	0%	0	191
21,105	32,500	65%	0	0%	Total Revenues	64,786	83,000	78%	0	0%	83,000	80,574
COST OF GOODS SOLD												
5,705	7,450	77%	0	0%	COGS - Food & Beverage	13,861	19,450	71%	0	0%	19,450	16,427
2,676	2,405	111%	0	0%	COGS - Beer	7,104	6,005	118%	0	0%	6,005	9,773
1,108	1,210	92%	0	0%	COGS - Liquor	2,589	2,618	99%	0	0%	2,618	3,297
432	240	180%	0	0%	COGS - Wine	812	672	121%	0	0%	672	911
9,921	11,305	88%	0	0%	Total COGS	24,366	28,745	85%	0	0%	28,745	30,409
11,184	21,195	53%	0	0%	GROSS MARGIN	40,420	54,255	74%	0	0%	54,255	50,165
50.33%	38.21%	131.74%	0.00%	0.00%	COGS - Food & Beverage %	38.67%	37.55%	102.99%	0.00%	0.00%	37.55%	147.41%
51.64%	37.00%	139.56%	0.00%	0.00%	COGS - Beer %	44.12%	36.39%	121.22%	0.00%	0.00%	36.39%	181.36%
30.20%	22.00%	137.26%	0.00%	0.00%	COGS - Liquor %	24.70%	22.00%	112.25%	0.00%	0.00%	22.00%	118.91%
46.97%	24.00%	195.69%	0.00%	0.00%	COGS - Wine %	37.50%	24.00%	156.24%	0.00%	0.00%	24.00%	148.01%
47.01%	34.78%	135.14%	0.00%	0.00%	COGS - All Food & Bev	37.72%	34.63%	108.92%	0.00%	0.00%	34.63%	151.45%
PAYROLL												
5,110	5,000	102%	0	0%	Gross Kitchen Payroll - Salaried	16,923	15,000	113%	0	0%	15,000	21,923
6,617	4,000	165%	0	0%	Gross Kitchen Payroll - Hourly	20,007	12,000	167%	0	0%	12,000	23,764
11,727	9,000	130%	0	0%	S/T Wages	36,930	27,000	137%	0	0%	27,000	45,687
976	600	163%	0	0%	Payroll Tax - FICA	2,799	1,800	155%	0	0%	1,800	3,666
81	600	13%	0	0%	Payroll Tax - UC	296	1,800	16%	0	0%	1,800	391
225	150	150%	0	0%	Payroll Tax - WC	744	450	165%	0	0%	450	875
1,047	500	209%	0	0%	Benefits	3,116	1,500	208%	0	0%	1,500	3,116
2,329	1,850	126%	0	0%	S/T Adders	6,955	5,550	125%	0	0%	5,550	8,048
14,056	10,850	130%	0	0%	TOTAL PAYROLL	43,885	32,550	135%	0	0%	32,550	53,735
OPERATING EXPENSES												
29	300	10%	0	0%	Bar Supplies	76	900	8%	0	0%	900	337
976	250	390%	0	0%	Dining Room Supplies	1,669	750	223%	0	0%	750	1,836
220	250	88%	0	0%	Kitchen Supplies	377	750	50%	0	0%	750	631
592	350	169%	0	0%	Laundry/Linens	867	1,050	83%	0	0%	1,050	944
0	50	0%	0	0%	Office Supplies	316	150	211%	0	0%	150	316
812	812	100%	0	0%	Contract Cleaning	2,489	2,436	102%	0	0%	2,436	2,868
0	125	0%	0	0%	Pest Control	0	375	0%	0	0%	375	125
289	300	96%	0	0%	Repair & Maint - Equipment	289	900	32%	0	0%	900	289
0	150	0%	0	0%	Equipment Lease	460	450	102%	0	0%	450	610
584	600	97%	0	0%	Utilities - Gas	2,444	1,800	136%	0	0%	1,800	2,444
0	0	0%	0	0%	Theft Loss	82	0	0%	0	0%	0	82
3,503	3,187	110%	0	0%	TOTAL OPERATING EXPENSES	9,069	9,561	95%	0	0%	9,561	10,482
(6,375)	7,158	-89%	0	0%	EBITDA	(12,535)	12,144	-103%	0	0%	12,144	(14,052)
857	857	100%	0	0%	Management Fee	2,571	2,571	100%	0	0%	2,571	3,428
857	857	100%	0	0%	Management Fees	2,571	2,571	100%	0	0%	2,571	3,428
(7,232)	6,301	-115%	0	0%	NET INCOME	(15,105)	9,573	-158%	0	0%	9,573	(17,480)

The Golf Club at Cypress Head
Golf Shop
For the Three Months Ending December 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	30
100	280	36%	280	36%	Handicap Fee	120	320	38%	320	38%	4,538	4,430
0	345	0%	345	0%	Lessons	305	924	33%	924	33%	4,480	5,652
240	200	120%	200	120%	Rental Clubs	690	510	135%	510	135%	2,909	3,030
4,858	4,869	100%	4,869	100%	Retail	16,950	15,633	108%	15,633	108%	59,537	65,203
5,198	5,694	91%	5,694	91%	Total Revenues	18,065	17,387	104%	17,387	104%	71,464	78,345
COST OF GOODS SOLD												
3,168	3,165	100%	2,789	114%	COGS - Merchandise	10,415	10,161	102%	9,095	115%	38,699	38,756
3,168	3,165	100%	2,789	114%	Total COGS	10,415	10,161	102%	9,095	115%	38,699	38,756
2,030	2,529	80%	2,905	70%	GROSS MARGIN	7,651	7,225	106%	8,292	92%	32,765	39,589
65.20%	65.00%	100.31%	57.29%	113.82%	COGS - Merchandise %	61.44%	65.00%	94.53%	58.18%	105.61%	65.00%	709.43%
PAYROLL												
2,236	4,012	56%	2,670	84%	Gross Payroll - Hourly	8,638	11,907	73%	10,034	86%	47,241	37,335
2,236	4,012	56%	2,670	84%	S/T Wages	8,638	11,907	73%	10,034	86%	47,241	37,335
169	307	55%	204	83%	Payroll Tax - FICA	670	911	74%	788	85%	3,614	2,951
8	36	21%	12	62%	Payroll Tax - UC	49	108	46%	71	69%	721	379
40	73	55%	44	91%	Payroll Tax - WC	172	218	79%	193	89%	863	682
217	417	52%	261	83%	S/T Adders	891	1,237	72%	1,052	85%	5,198	4,011
2,453	4,429	55%	2,931	84%	TOTAL PAYROLL	9,529	13,144	72%	11,087	86%	52,439	41,346
OPERATING EXPENSES												
0	0	0%	461	0%	Office Supplies	89	461	19%	461	19%	892	489
0	878	0%	878	0%	Supplies	0	878	0%	878	0%	1,777	50
0	0	0%	0	0%	Tournament Expense	(278)	0	-928300%	(425)	66%	500	(49)
0	0	0%	0	0%	Handicap Expense	0	150	0%	150	0%	4,360	4,583
0	0	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
0	878	0%	1,339	0%	TOTAL OPERATING EXPENSES	(189)	1,564	-12%	1,064	-18%	7,954	5,072
(423)	(2,777)	15%	(1,365)	31%	EBITDA	(1,689)	(7,482)	23%	(3,858)	44%	(27,628)	(6,829)
(423)	(2,777)	15%	(1,365)	31%	NET INCOME	(1,689)	(7,482)	23%	(3,858)	44%	(27,628)	(6,829)

The Golf Club at Cypress Head
G & A
For the Three Months Ending December 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
7,920	9,417	84%	8,138	97%	Gross Payroll - Salaried	23,362	28,251	83%	24,415	96%	113,004	101,083
723	0	0%	0	0%	Gross Payroll - Hourly	2,369	0	0%	0	0%	0	2,369
8,644	9,417	92%	8,138	106%	S/T Wages	25,731	28,251	91%	24,415	105%	113,004	103,452
568	720	79%	688	83%	Payroll Tax - FICA	1,672	2,161	77%	2,050	82%	8,645	8,016
10	0	0%	0	0%	Payroll Tax - UC	33	0	0%	0	0%	291	270
146	172	85%	158	92%	Payroll Tax - WC	513	516	99%	617	83%	2,065	2,132
1,978	2,377	83%	1,749	113%	Benefits	5,853	7,130	82%	5,062	116%	28,522	21,710
2,702	3,269	83%	2,594	104%	S/T Adders	8,071	9,808	82%	7,730	104%	39,522	32,128
11,346	12,686	89%	10,733	106%	TOTAL PAYROLL	33,802	38,059	89%	32,145	105%	152,526	135,580
OPERATING EXPENSES												
408	187	218%	187	218%	Janitorial Supplies	1,293	696	186%	546	237%	4,233	4,232
0	160	0%	160	0%	Laundry/Uniforms	1,212	209	581%	209	581%	1,282	2,035
262	293	89%	93	281%	Office Supplies	2,141	595	360%	395	541%	2,794	4,734
79	211	37%	411	19%	Alarm System	368	794	46%	1,144	32%	2,215	2,237
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	550	0
151	190	80%	190	80%	Computer Service	454	571	80%	571	80%	2,969	2,968
0	0	0%	32	0%	Guest Relations	64	0	-106500%	32	200%	0	64
0	0	0%	0	0%	Indoor Plant Maint	0	0	0%	0	0%	100	0
125	0	0%	0	0%	Pest Control	375	0	0%	0	0%	0	375
0	51	0%	51	0%	Repair & Maint - Equipment	0	551	0%	1,978	0%	2,094	1,072
105	439	24%	439	24%	Repair & Maint - Building	682	664	103%	664	103%	2,607	3,678
168	168	100%	168	100%	Off-Site Storage	504	504	100%	504	100%	2,016	2,016
1,920	2,176	88%	2,176	88%	Utilities - Other	5,969	6,962	86%	6,962	86%	27,316	27,601
148	151	98%	151	98%	Utilities - Telephone/Fax	(2)	503	0%	703	0%	1,866	1,286
498	400	125%	520	96%	Bank Charges	1,446	873	166%	1,436	101%	4,240	6,082
(221)	0	-169762%	(582)	38%	Cash Short/(Over)	(589)	0	190039%	383	-154%	0	(1,667)
200	200	100%	200	100%	Cell Phone	550	600	92%	650	85%	2,400	2,000
3,023	3,180	95%	3,149	96%	City Surcharge R & R	9,170	9,534	96%	9,441	97%	39,942	39,085
0	48	0%	(42)	0%	Copier/Photocopies	0	108	0%	18	0%	442	693
2,472	1,742	142%	1,742	142%	Credit Card Discounts	8,607	7,581	114%	7,581	114%	27,270	25,436
0	0	0%	0	0%	Donations	0	0	0%	(267)	0%	200	0
50	0	0%	0	0%	Dues & Subscriptions	200	0	0%	0	0%	1,179	1,239
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	350	150
955	633	151%	633	151%	Employee Relations	988	955	104%	955	104%	1,895	1,755
4,341	3,974	109%	3,858	113%	Insurance Expense	13,024	11,923	109%	11,575	113%	47,691	49,362
0	40	0%	0	0%	Member Relations	0	118	0%	38	0%	478	27
0	0	0%	0	0%	Messenger Service - Fedex	117	104	112%	104	112%	379	204
0	0	0%	0	0%	Miscellaneous	0	0	0%	(36)	0%	0	0
0	0	0%	0	0%	O/S - Accounting	10,000	12,500	80%	12,000	83%	12,500	10,000
720	0	0%	0	0%	O/S - Legal	720	0	0%	0	0%	80	720
0	0	0%	0	0%	O/S - Legal-Mgmt Contracts	0	0	0%	0	0%	0	56
0	0	0%	350	0%	O/S - Other	0	0	0%	350	0%	0	0
966	450	215%	2,291	42%	Payroll Processing Fee	1,942	1,350	144%	3,880	50%	5,398	8,451
138	81	170%	81	170%	Postage/Shipping	369	142	259%	142	259%	801	1,164
(30)	0	0%	0	0%	Tax/Licenses/Fees	(90)	(90)	100%	(90)	100%	(385)	30
98	0	0%	43	226%	Travel - Meals	205	0	0%	128	160%	0	1,786
60	1,037	6%	1,837	3%	Travel - Other	719	3,386	21%	4,186	17%	14,850	6,079
0	0	0%	0	0%	Employee Meals	50	0	0%	0	0%	0	110
16,636	15,812	105%	18,139	92%	TOTAL OPERATING EXPENSES	60,491	61,132	99%	66,181	91%	209,750	205,061
(27,982)	(28,498)	98%	(28,872)	97%	EBITDA	(94,293)	(99,191)	95%	(98,326)	96%	(362,277)	(340,641)
5,827	5,713	102%	5,713	102%	Management Fee	17,481	17,139	102%	17,139	102%	68,554	68,897
5,827	5,713	102%	5,713	102%	Management Fees	17,481	17,139	102%	17,139	102%	68,554	68,897
37	98	38%	37	100%	Deprec - Mach & Equip	111	294	38%	111	100%	1,176	277
117	283	41%	117	100%	Deprec - Buildings	350	849	41%	348	101%	3,396	871
154	381	40%	154	100%	S/T DEPR. & AMORT	461	1,143	40%	459	100%	4,572	1,148
(33,962)	(34,592)	98%	(34,738)	98%	NET INCOME	(112,235)	(117,472)	96%	(115,923)	97%	(435,403)	(410,686)

The Golf Club at Cypress Head
Marketing
For the Three Months Ending December 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
3,855	3,353	115%	3,563	108%	Gross Payroll - Salaried	10,610	10,060	105%	10,281	103%	40,239	41,081
3,855	3,353	115%	3,563	108%	S/T Wages	10,610	10,060	105%	10,281	103%	40,239	41,081
276	257	108%	256	108%	Payroll Tax - FICA	768	770	100%	738	104%	3,078	2,959
0	0	0%	0	0%	Payroll Tax - UC	0	0	0%	0	0%	146	115
66	61	108%	57	117%	Payroll Tax - WC	212	184	115%	189	112%	735	812
485	451	108%	423	115%	Benefits	1,396	1,353	103%	1,256	111%	5,413	5,209
828	769	108%	736	112%	S/T Adders	2,377	2,307	103%	2,183	109%	9,372	9,095
4,683	4,122	114%	4,299	109%	TOTAL PAYROLL	12,986	12,366	105%	12,464	104%	49,611	50,176
OPERATING EXPENSES												
1,023	2,075	49%	575	178%	Advertising & Promotion	4,966	6,608	75%	3,808	130%	26,647	20,586
0	0	0%	0	0%	Miscellaneous	(57)	0	0%	900	-6%	0	2,443
0	100	0%	0	0%	Travel - Other	0	312	0%	112	0%	1,213	0
0	0	0%	0	0%	Website Expenses	0	0	0%	0	0%	2,400	0
1,023	2,175	47%	575	178%	TOTAL OPERATING EXPENSES	4,909	6,920	71%	4,820	102%	30,260	23,029
(5,706)	(6,297)	91%	(4,874)	117%	EBITDA	(17,895)	(19,287)	93%	(17,285)	104%	(79,871)	(73,205)
(5,706)	(6,297)	91%	(4,874)	117%	NET INCOME	(17,895)	(19,287)	93%	(17,285)	104%	(79,871)	(73,205)

The Golf Club at Cypress Head

For the Three Months Ending December 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
91,828	95,674	96%	95,092	97%	Green Fees & Cart Fees	266,714	271,879	98%	270,264	99%	1,180,861	1,143,114
4,858	4,869	100%	4,869	100%	Merchandise	16,950	15,633	108%	15,633	108%	59,537	65,233
340	825	41%	825	41%	Other Pro Shop	1,115	1,754	64%	1,754	64%	11,927	13,112
3,271	2,776	118%	2,776	118%	Range	8,945	8,352	106%	8,352	106%	36,706	36,346
21,105	32,500	65%	0	0%	Food and Beverage	64,786	83,000	78%	0	0%	83,000	80,574
3,023	3,180	95%	3,149	96%	Other Operating Revenues	9,170	9,536	96%	9,441	97%	39,944	39,085
124,425	139,824	89%	106,710	117%	TOTAL REVENUE	367,581	390,154	94%	305,444	120%	1,411,976	1,377,463
COST OF SALES												
3,168	3,165	100%	2,789	114%	Merchandise	10,415	10,161	102%	9,095	115%	38,699	38,756
9,921	11,305	88%	0	0%	Food & Beverage	24,366	28,745	85%	0	0%	28,745	30,409
13,088	14,470	90%	2,789	469%	TOTAL COGS	34,781	38,906	89%	9,095	382%	67,444	69,165
65.2%	65.0%	100.3%	57.3%	113.8%	COGS - Merchandise %	61.4%	65.0%	94.5%	58.2%	105.6%	65.0%	709.4%
47.0%	34.8%	135.1%	0.0%	0.0%	COGS - Food %	37.7%	34.6%	108.9%	0.0%	0.0%	34.6%	151.5%
PAYROLL												
23,795	31,488	76%	32,688	73%	Course and Grounds	74,395	93,871	79%	91,418	81%	375,767	324,652
7,284	8,342	87%	6,431	113%	Carts, Range, Starters, Etc.	23,476	24,907	94%	20,221	116%	99,348	89,690
2,453	4,429	55%	2,931	84%	Pro Shop	9,529	13,144	72%	11,087	86%	52,439	41,346
14,056	10,850	130%	0	0%	Food and Beverage	43,885	32,550	135%	0	0%	32,550	53,735
11,346	12,686	89%	10,733	106%	General and Administrative	33,802	38,059	89%	32,145	105%	152,526	135,580
4,683	4,122	114%	4,299	109%	Marketing	12,986	12,366	105%	12,464	104%	49,611	50,176
63,617	71,918	88%	57,081	111%	TOTAL PAYROLL	198,073	214,897	92%	167,335	118%	762,242	695,179
OPERATING EXPENSES												
14,055	20,692	68%	16,767	84%	Course and Grounds	43,299	68,566	63%	57,105	76%	280,678	238,530
7,342	6,478	113%	6,328	116%	Carts, Range, Starters, Etc.	21,642	21,551	100%	20,701	105%	83,934	81,269
0	878	0%	1,339	0%	Pro Shop	(189)	1,564	-12%	1,064	-18%	7,954	5,072
3,503	3,187	110%	0	0%	Food and Beverage	9,069	9,561	95%	0	0%	9,561	10,482
16,636	15,812	105%	18,139	92%	General and Administrative	60,491	61,132	99%	66,181	91%	209,750	205,061
1,023	2,175	47%	575	178%	Marketing	4,909	6,920	71%	4,820	102%	30,260	23,029
42,560	49,222	86%	43,149	99%	TOTAL OPERATING EXPENSES	139,222	169,294	82%	149,871	93%	622,137	563,442
119,265	135,610	88%	103,019	116%	TOTAL EXPENSES	372,076	423,098	88%	326,300	114%	1,451,823	1,327,786
5,159	4,214	122%	3,690	140%	EBITDA	(4,495)	(32,944)	14%	(20,856)	22%	(39,846)	49,677

The Golf Club at Cypress Head
For the Three Months Ending December 31, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
5,159	4,214	122%	3,690	140%	EBITDA	(4,495)	(32,944)	14%	(20,856)	22%	(39,846)	49,677
(6,684)	(6,570)	102%	(5,713)	117%	MANAGEMENT FEES	(20,052)	(19,710)	102%	(17,139)	117%	(71,125)	(72,325)
(154)	(381)	40%	(154)	100%	OTHER INCOME (EXPENSE)	(461)	(1,143)	40%	(459)	100%	(4,572)	(1,148)
(154)	(381)	40%	(154)	100%	Depreciation & Amortization	(461)	(1,143)	40%	(459)	100%	(4,572)	(1,148)
(1,678)	(2,737)	61%	(2,176)	77%	TOTAL OTHER INCOME (EXPENSE)	(25,008)	(53,797)	46%	(38,454)	65%	(115,544)	(23,796)
					NET INCOME							
2,794	2,806	100%	2,778	101%	Paid Rounds	8,688	8,664	100%	8,578	101%	37,150	37,014
635	803	79%	795	80%	Annual Pass Rounds	1,727	2,227	78%	2,205	78%	8,542	7,617
256	263	97%	260	98%	Other Rounds	687	692	99%	685	100%	2,924	2,721
3,685	3,871	95%	3,833	96%	Total Rounds	11,102	11,583	96%	11,468	97%	48,615	47,352
45	50	89%	38	116%	Revenue/Paid Rounds	42	45	94%	36	119%	38	447
34	36	93%	28	121%	Revenue/Total Rounds	33	34	98%	27	124%	29	348

TRIAL BALANCE SUMMARY FOR 2017

The Golf Club at Cypress Head

General Ledger

Ranges: From: To:
Date: 12/1/2017
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	\$166,294.07	\$130,668.28	\$152,174.18	(\$21,505.90)	\$144,788.17
	10050-5950-900	Cash - Course Payroll BMO	\$36,642.66	\$49,177.21	\$49,883.30	(\$706.09)	\$35,936.57
	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	\$9,019.79	\$3,678.06	\$11,707.87	(\$8,029.81)	\$989.98
	12000-5950-900	Inventory - Merchandise	\$17,928.33	\$2,551.16	\$3,167.78	(\$616.62)	\$17,311.71
	12180-5950-900	Inventory - Food	\$2,784.85	\$5,636.91	\$5,390.95	\$245.96	\$3,030.81
	12200-5950-900	Inventory - Beverage	\$995.17	\$117.10	\$313.70	(\$196.60)	\$798.57
	12220-5950-900	Inventory - Beer	\$2,116.91	\$2,477.84	\$2,808.34	(\$330.50)	\$1,786.41
	12240-5950-900	Inventory - Liquor	\$2,630.66	\$1,362.15	\$1,672.41	(\$310.26)	\$2,320.40
	12260-5950-900	Inventory - Wine	\$717.36	\$479.71	\$431.77	\$47.94	\$765.30
	13020-5950-900	Prepaid Insurance	\$12,322.15	\$8,775.00	\$4,341.35	\$4,433.65	\$16,755.80
	13040-5950-900	Prepaid Exp - Other	\$1,318.99	\$1,791.03	\$827.48	\$963.55	\$2,282.54
	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	(\$3,403.40)	\$0.00	\$36.87	(\$36.87)	(\$3,440.27)
	22080-5950-900	Accum. Deprec - Buildings	(\$22,286.59)	\$0.00	\$116.74	(\$116.74)	(\$22,403.33)
	30000-5950-900	Accts Pay - Trade	(\$30,222.29)	\$128,118.23	\$112,678.82	\$15,439.41	(\$14,782.88)
	30040-5950-900	Accts Pay - Other	(\$21,903.68)	\$11,340.03	\$11,584.91	(\$244.88)	(\$22,148.56)
	31000-5950-900	Accrued Expenses	\$10.73	\$9,000.00	\$9,496.88	(\$496.88)	(\$486.15)
	31020-5950-900	Accrued Payroll	(\$14,961.74)	\$7,599.61	\$12,483.80	(\$4,884.19)	(\$19,845.93)
	31080-5950-900	Accrued Tips Payable	(\$324.51)	\$1,572.44	\$1,247.93	\$324.51	\$0.00
	31220-5950-900	Accrued Sales Tax	(\$10,027.83)	\$10,027.83	\$6,889.61	\$3,138.22	(\$6,889.61)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$3,022.57	\$3,022.57	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,254.63)	\$828.46	\$243.55	\$584.91	(\$1,669.72)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$2,230.50)	\$1,070.00	\$1,095.09	(\$25.09)	(\$2,255.59)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$43,636.96)	\$4,363.70	\$0.00	\$4,363.70	(\$39,273.26)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$42,857.06)	\$4,285.70	\$0.00	\$4,285.70	(\$38,571.36)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$125.14)	\$0.00	\$0.00	\$0.00	(\$125.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$19,638.78)	\$816.45	\$6,638.24	(\$5,821.79)	(\$25,460.57)
	32100-5950-900	Deferred Rev - Credit Books	(\$14,181.81)	\$856.93	\$836.04	\$20.89	(\$14,160.92)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$87,741.70)	\$17,669.14	\$9,974.97	\$7,694.17	(\$80,047.53)
	32220-5950-900	Deferred Rev - Founders Pass	(\$1,014.36)	\$101.44	\$0.00	\$101.44	(\$912.92)
	49020-5950-900	Retained Earnings - Current	\$1.17	\$0.00	\$0.00	\$0.00	\$1.17
	50000-5950-100	Green Fees - Annual Pass	(\$17,024.41)	\$0.00	\$8,750.84	(\$8,750.84)	(\$25,775.25)
	50040-5950-100	Green Fees - Member	(\$82,481.77)	\$0.00	\$45,109.05	(\$45,109.05)	(\$127,590.82)
	50070-5950-100	Green Fees - (surcharge)	(\$6,147.13)	\$3,022.57	\$6,045.14	(\$3,022.57)	(\$9,169.70)
	50500-5950-200	Cart Fee 18	(\$52,174.73)	\$0.00	\$26,051.03	(\$26,051.03)	(\$78,225.76)
	50520-5950-200	Cart Fee - Annual Trail	(\$17,058.30)	\$8,774.97	\$17,669.14	(\$8,894.17)	(\$25,952.47)
	52090-5950-600	Handicap Fee	(\$20.00)	\$0.00	\$100.00	(\$100.00)	(\$120.00)
	52150-5950-600	Lessons	(\$305.00)	\$0.00	\$0.00	\$0.00	(\$305.00)
	52280-5950-600	Rental Clubs	(\$450.00)	\$0.00	\$240.00	(\$240.00)	(\$690.00)
	52310-5950-600	Retail	(\$12,092.15)	\$0.00	\$4,858.24	(\$4,858.24)	(\$16,950.39)
	53050-5950-220	Range Pass Revenue	(\$5,574.20)	\$0.00	\$3,271.20	(\$3,271.20)	(\$8,845.40)
	54000-5950-540	Food	(\$22,218.96)	\$0.00	\$10,598.09	(\$10,598.09)	(\$32,817.05)
	54030-5950-540	Beverage	(\$2,291.53)	\$0.00	\$735.83	(\$735.83)	(\$3,027.36)
	54060-5950-540	Beer	(\$10,919.75)	\$0.00	\$5,182.88	(\$5,182.88)	(\$16,102.63)
	54090-5950-540	Liquor	(\$6,813.76)	\$131.98	\$3,800.90	(\$3,668.92)	(\$10,482.68)
	54120-5950-540	Wine	(\$1,246.44)	\$0.00	\$919.32	(\$919.32)	(\$2,165.76)
	54220-5950-540	F&B Other Income	(\$190.68)	\$0.00	\$0.00	\$0.00	(\$190.68)
	56120-5950-100	City Surcharge R & R	(\$6,147.13)	\$0.00	\$3,022.57	(\$3,022.57)	(\$9,169.70)
	60000-5950-600	COGS - Merchandise - Accessories	\$7,246.78	\$3,167.78	\$0.00	\$3,167.78	\$10,414.56
	61000-5950-540	COGS - Food	\$7,778.88	\$5,390.95	\$0.00	\$5,390.95	\$13,169.83
	61010-5950-540	COGS - Beverage	\$377.79	\$313.70	\$0.00	\$313.70	\$691.49

TRIAL BALANCE SUMMARY FOR 2017

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	61020-5950-540	COGS - Beer	\$4,427.85	\$2,676.36	\$0.00	\$2,676.36	\$7,104.21
	61030-5950-540	COGS - Liquor	\$1,480.77	\$1,107.93	\$0.00	\$1,107.93	\$2,588.70
	61040-5950-540	COGS - Wine	\$380.32	\$431.77	\$0.00	\$431.77	\$812.09
	70000-5950-100	Gross Payroll - Salaried	\$9,217.02	\$5,288.45	\$604.40	\$4,684.05	\$13,901.07
	70000-5950-900	Gross Payroll - Salaried	\$15,441.69	\$8,942.32	\$1,021.98	\$7,920.34	\$23,362.03
	70000-5950-950	Gross Payroll - Salaried	\$6,754.81	\$4,258.57	\$403.52	\$3,855.05	\$10,609.86
	70002-5950-540	Gross Kitchen Payroll - Salaried	\$11,813.17	\$5,769.23	\$659.34	\$5,109.89	\$16,923.06
	70010-5950-100	Gross Payroll - Hourly	\$32,712.84	\$16,902.69	\$2,056.57	\$14,846.12	\$47,558.96
	70010-5950-200	Gross Payroll - Hourly	\$14,497.45	\$7,526.36	\$915.10	\$6,611.26	\$21,108.71
	70010-5950-600	Gross Payroll - Hourly	\$6,401.60	\$2,642.53	\$406.09	\$2,236.44	\$8,638.04
	70010-5950-900	Gross Payroll - Hourly	\$1,645.53	\$844.05	\$120.73	\$723.32	\$2,368.85
	70012-5950-540	Gross Kitchen Payroll - Hourly	\$13,389.56	\$7,496.60	\$879.24	\$6,617.36	\$20,006.92
	71000-5950-100	Payroll Tax - FICA	\$3,013.75	\$1,586.62	\$191.96	\$1,394.66	\$4,408.41
	71000-5950-200	Payroll Tax - FICA	\$1,202.34	\$574.86	\$72.41	\$502.45	\$1,704.79
	71000-5950-540	Payroll Tax - FICA	\$1,822.54	\$1,107.10	\$130.98	\$976.12	\$2,798.66
	71000-5950-600	Payroll Tax - FICA	\$500.20	\$202.14	\$32.81	\$169.33	\$669.53
	71000-5950-900	Payroll Tax - FICA	\$1,103.75	\$644.17	\$76.00	\$568.17	\$1,671.92
	71000-5950-950	Payroll Tax - FICA	\$491.98	\$304.86	\$28.48	\$276.38	\$768.36
	71010-5950-100	Payroll Tax - UC	\$179.88	\$57.47	\$0.00	\$57.47	\$237.35
	71010-5950-200	Payroll Tax - UC	\$181.33	\$44.52	\$0.00	\$44.52	\$225.85
	71010-5950-540	Payroll Tax - UC	\$215.85	\$80.51	\$0.00	\$80.51	\$296.36
	71010-5950-600	Payroll Tax - UC	\$41.74	\$7.56	\$0.00	\$7.56	\$49.30
	71010-5950-900	Payroll Tax - UC	\$22.61	\$10.16	\$0.00	\$10.16	\$32.77
	71020-5950-100	Payroll Tax - WC	\$894.52	\$350.20	\$0.00	\$350.20	\$1,244.72
	71020-5950-200	Payroll Tax - WC	\$296.58	\$112.90	\$0.00	\$112.90	\$409.48
	71020-5950-540	Payroll Tax - WC	\$518.95	\$225.41	\$0.00	\$225.41	\$744.36
	71020-5950-600	Payroll Tax - WC	\$131.95	\$40.10	\$0.00	\$40.10	\$172.05
	71020-5950-900	Payroll Tax - WC	\$367.29	\$145.73	\$0.00	\$145.73	\$513.02
	71020-5950-950	Payroll Tax - WC	\$145.77	\$66.25	\$0.00	\$66.25	\$212.02
	71030-5950-100	Benefits	\$4,581.15	\$4,281.42	\$1,818.44	\$2,462.98	\$7,044.13
	71030-5950-200	Benefits	\$14.97	\$52.00	\$39.63	\$12.37	\$27.34
	71030-5950-540	Benefits	\$2,068.57	\$1,591.75	\$544.82	\$1,046.93	\$3,115.50
	71030-5950-900	Benefits	\$3,875.50	\$3,365.05	\$1,387.12	\$1,977.93	\$5,853.43
	71030-5950-950	Benefits	\$910.93	\$881.73	\$396.46	\$485.27	\$1,396.20
	80050-5950-540	Bar Supplies	\$46.81	\$29.24	\$0.00	\$29.24	\$76.05
	80110-5950-200	Cart Supplies	\$31.65	\$576.39	\$0.00	\$576.39	\$608.04
	80120-5950-100	Chemicals	\$1,287.19	\$1,174.09	\$0.00	\$1,174.09	\$2,461.28
	80170-5950-100	Course Accessories	\$188.29	\$0.00	\$0.00	\$0.00	\$188.29
	80190-5950-540	Dining Room Supplies	\$693.61	\$2,766.79	\$1,791.03	\$975.76	\$1,669.37
	80230-5950-100	Fertilizer	\$2,426.40	\$920.00	\$0.00	\$920.00	\$3,346.40
	80270-5950-100	Fuel	\$2,822.08	\$0.00	\$0.00	\$0.00	\$2,822.08
	80280-5950-100	Fungicides	\$328.84	\$521.50	\$0.00	\$521.50	\$850.34
	80320-5950-100	Herbicides	\$2,611.23	\$1,298.87	\$0.00	\$1,298.87	\$3,910.10
	80370-5950-100	Insecticides	\$965.67	\$78.65	\$0.00	\$78.65	\$1,044.32
	80380-5950-900	Janitorial Supplies	\$884.94	\$407.57	\$0.00	\$407.57	\$1,292.51
	80390-5950-540	Kitchen Supplies	\$156.15	\$220.48	\$0.00	\$220.48	\$376.63
	80410-5950-540	Laundry/Linens	\$275.00	\$592.00	\$0.00	\$592.00	\$867.00
	80420-5950-900	Laundry/Uniforms	\$1,212.43	\$0.00	\$0.00	\$0.00	\$1,212.43
	80520-5950-540	Office Supplies	\$316.27	\$0.00	\$0.00	\$0.00	\$316.27
	80520-5950-600	Office Supplies	\$89.24	\$0.00	\$0.00	\$0.00	\$89.24
	80520-5950-900	Office Supplies	\$1,878.40	\$262.16	\$0.00	\$262.16	\$2,140.56
	80610-5950-220	Range Balls	\$1,325.00	\$0.00	\$0.00	\$0.00	\$1,325.00
	80620-5950-220	Range Equipment	\$86.93	\$207.02	\$0.00	\$207.02	\$293.95
	80690-5950-100	Sand/Topdress	\$1,011.04	\$0.00	\$0.00	\$0.00	\$1,011.04
	80730-5950-100	Small Tools	\$32.95	\$41.05	\$0.00	\$41.05	\$74.00
	80810-5950-600	Tournament Expense	(\$278.49)	\$0.00	\$0.00	\$0.00	(\$278.49)
	81010-5950-900	Alarm System	\$289.26	\$79.00	\$0.00	\$79.00	\$368.26
	81090-5950-200	Cart Repairs	\$239.47	\$360.09	\$148.17	\$211.92	\$451.39
	81130-5950-900	Computer Service	\$302.94	\$151.47	\$0.00	\$151.47	\$454.41
	81140-5950-540	Contract Cleaning - Tavern	\$1,676.78	\$1,110.36	\$298.36	\$812.00	\$2,488.78
	81200-5950-900	Guest Relations	\$63.90	\$0.00	\$0.00	\$0.00	\$63.90
	81250-5950-100	Irrigation	\$414.71	\$1,171.79	\$0.00	\$1,171.79	\$1,586.50
	81300-5950-900	Pest Control	\$250.00	\$125.00	\$0.00	\$125.00	\$375.00

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81350-5950-100	Repair & Maint - Equipment	\$3,270.82	\$1,704.78	\$0.00	\$1,704.78	\$4,975.60
	81350-5950-540	Repair & Maint - Equipment	\$0.00	\$289.31	\$0.00	\$289.31	\$289.31
	81360-5950-900	Repair & Maint - Building	\$576.83	\$105.47	\$0.00	\$105.47	\$682.30
	82000-5950-200	Cart Lease	\$10,711.34	\$5,355.67	\$0.00	\$5,355.67	\$16,067.01
	82020-5950-100	Equipment Lease	\$10,632.16	\$5,316.08	\$0.00	\$5,316.08	\$15,948.24
	82020-5950-540	Equipment Lease	\$459.75	\$0.00	\$0.00	\$0.00	\$459.75
	82060-5950-900	Off-Site Storage	\$336.00	\$168.00	\$0.00	\$168.00	\$504.00
	83000-5950-100	Utilities - Electric	\$450.24	\$202.50	\$0.00	\$202.50	\$652.74
	83000-5950-200	Utilities - Electric	\$1,905.59	\$991.42	\$0.00	\$991.42	\$2,897.01
	83010-5950-540	Utilities - Gas	\$1,860.28	\$584.09	\$0.00	\$584.09	\$2,444.37
	83020-5950-100	Utilities - Other	\$2,041.21	\$1,303.73	\$0.00	\$1,303.73	\$3,344.94
	83020-5950-900	Utilities - Other	\$4,048.89	\$2,228.52	\$308.83	\$1,919.69	\$5,968.58
	83030-5950-100	Utilities - Telephone/Fax	\$204.07	\$101.97	\$0.00	\$101.97	\$306.04
	83030-5950-900	Utilities - Telephone/Fax	(\$149.47)	\$295.50	\$147.78	\$147.72	(\$1.75)
	83050-5950-100	Utilities - Water	\$463.89	\$220.12	\$0.00	\$220.12	\$684.01
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$3,942.37	\$1,023.23	\$0.00	\$1,023.23	\$4,965.60
	85020-5950-900	Bank Charges	\$950.53	\$497.91	\$0.00	\$497.91	\$1,448.44
	85050-5950-900	Cash Short/(Over)	(\$368.43)	\$1,602.50	\$1,823.19	(\$220.69)	(\$589.12)
	85060-5950-900	Cell Phone	\$350.00	\$200.00	\$0.00	\$200.00	\$550.00
	85070-5950-900	City Surcharge R & R	\$6,147.13	\$3,022.57	\$0.00	\$3,022.57	\$9,169.70
	85120-5950-900	Credit Card Discounts	\$6,134.45	\$2,472.33	\$0.00	\$2,472.33	\$8,606.78
	85150-5950-900	Dues & Subscriptions	\$150.00	\$50.00	\$0.00	\$50.00	\$200.00
	85190-5950-900	Employee Relations	\$33.92	\$954.55	\$0.00	\$954.55	\$988.47
	85200-5950-100	Employee Testing	\$93.40	\$0.00	\$0.00	\$0.00	\$93.40
	85280-5950-900	Insurance Expense	\$8,682.70	\$4,341.35	\$0.00	\$4,341.35	\$13,024.05
	85330-5950-900	Messenger Service - Fedex	\$116.93	\$0.00	\$0.00	\$0.00	\$116.93
	85340-5950-950	Miscellaneous	(\$56.55)	\$0.00	\$0.00	\$0.00	(\$56.55)
	85390-5950-900	O/S - Accounting	\$10,000.00	\$9,000.00	\$9,000.00	\$0.00	\$10,000.00
	85410-5950-900	O/S - Legal	\$0.00	\$720.03	\$0.00	\$720.03	\$720.03
	85480-5950-900	Payroll Processing Fee	\$976.15	\$966.33	\$0.00	\$966.33	\$1,942.48
	85490-5950-900	Postage/Shipping	\$230.86	\$137.79	\$0.00	\$137.79	\$368.65
	85610-5950-900	Tax/Licenses/Fees	(\$60.00)	\$0.00	\$30.00	(\$30.00)	(\$90.00)
	85660-5950-540	Loss/Theft	\$81.96	\$0.00	\$0.00	\$0.00	\$81.96
	85710-5950-900	Travel - Meals	\$107.24	\$97.52	\$0.00	\$97.52	\$204.76
	85720-5950-900	Travel - Other	\$659.27	\$60.08	\$0.00	\$60.08	\$719.35
	89020-5950-900	Employee Meals	\$50.41	\$0.00	\$0.00	\$0.00	\$50.41
	90000-5950-540	Management Fee - Tavern	\$1,713.86	\$856.93	\$0.00	\$856.93	\$2,570.79
	90000-5950-900	Management Fee	\$11,654.22	\$5,827.11	\$0.00	\$5,827.11	\$17,481.33
	98020-5950-900	Deprec - Mach & Equip	\$73.74	\$36.87	\$0.00	\$36.87	\$110.61
	98040-5950-900	Deprec - Buildings	\$233.48	\$116.74	\$0.00	\$116.74	\$350.22
	RCMWD-5950-100	Rounds - Complimentary - Weekday	11,863.00	154.00	0.00	154.00	12,017.00
	REMWD-5950-100	Rounds - Employee - Weekday	17,993.00	102.00	0.00	102.00	18,095.00
	RMBWD-5950-100	Rounds - Member - Weekday	65,891.00	635.00	0.00	635.00	66,526.00
	RPKWD-5950-100	Rounds - Peak - Weekday	344,939.00	2,794.00	0.00	2,794.00	347,733.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
		Grand Totals:	165	\$0.00	\$570,847.82	\$570,847.82	\$0.00



January 20th, 2018

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 December 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 December 2017								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 56,882	\$ 58,819	\$ (1,937)		\$ 162,536	\$ 163,115	\$ 161,500	\$ (579)
Cart Fees	\$ 34,945	\$ 36,856	\$ (1,911)		\$ 104,178	\$ 108,765	\$ 108,765	\$ (4,587)
Range	\$ 3,271	\$ 2,776	\$ 495		\$ 8,845	\$ 8,352	\$ 8,352	\$ 493
Pro- Shop Revenues	\$ 5,198	\$ 5,694	\$ (496)		\$ 18,065	\$ 17,387	\$ 17,387	\$ 678
City Surcharge R/R	\$ 3,023	\$ 3,180	\$ (157)		\$ 9,170	\$ 9,536	\$ 9,441	\$ (366)
Total Revenue	\$ 103,319	\$ 107,325	\$ (4,006)		\$ 302,794	\$ 307,155	\$ 305,445	\$ (4,361)
Cost of Sales	\$ 3,168	\$ 3,165	\$ 3		\$ 10,415	\$ 10,161	\$ 9,095	\$ 254
Merchandise	\$ 3,168	\$ 3,165	\$ 3	65%	\$ 10,415	\$ 10,161	\$ 9,095	\$ 254 61%
Gross Margin	\$ 100,151	\$ 104,160	\$ (4,009)		\$ 292,379	\$ 296,994	\$ 296,350	\$ (4,615)
Total Payroll	\$ 49,561	\$ 61,068	\$ (11,507)		\$ 154,188	\$ 182,347	\$ 110,253	\$ (28,159)
Total Operating Expenses	\$ 39,057	\$ 45,035	\$ (5,978)		\$ 130,153	\$ 159,733	\$ 149,871	\$ (29,580)
Net Operating Income	\$ 11,534	\$ (2,944)	\$ 14,478		\$ 8,040	\$ (45,088)	\$ (20,856)	\$ 53,128
Other Expenses	\$ 5,981	\$ 6,094	\$ (113)		\$ 17,788	\$ 17,901	\$ 17,293	\$ (113)
Management Fee	\$ 5,827	\$ 5,713	\$ 114		\$ 17,481	\$ 17,139	\$ 17,139	\$ 342
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 154	\$ 381	\$ 545		\$ 307	\$ 762	\$ 154	\$ (455)
Net Cash From Ops	\$ 5,553	\$ (9,038)	\$ 14,591		\$ (9,748)	\$ (62,989)	\$ (38,149)	\$ 53,241
Rounds								
Total Rounds	3,685	3,871	(186)		11,102	11,583	11,468	(481)
Paid Rounds	2,794	2,806	(12)		8,688	8,664	8,578	24
Avg. GF/CF Total rounds	\$24.92	\$24.72	\$ 0.20		\$24.02	\$23.47	\$23.57	\$ 0.55
Avg. GF/CF Paid rounds	\$32.87	\$34.10	\$ (1.23)		\$30.70	\$31.38	\$31.51	\$ (0.68)
Avg. Merchandise/round	\$1.41	\$1.47	\$ (0.06)		\$1.63	\$1.50	\$1.52	\$ 0.13

Overview:

- Overall golf revenues for December finished lower than the budget for the month. The range revenue was \$3,271 compared to the budgeted amount of \$2,776 for December. The pro shop and merchandise sales were slightly lower than the projected budgeted amount.
- Total payroll for the month was lower than the projected budgeted amount, for a savings of \$11,507. This was as a result of controlling labor costs during days when rounds were reduced.
- Our operating expenses finished at \$39,057 versus a budgeted amount of \$45,035 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 January.
- There were several wintry weather days during the month of December. Total rounds were slightly reduced as a result.
- The month of December is the third month in our fiscal year 2017-2018. YTD revenues were slightly under 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 December 2017 at Cypress Head Golf Club.

FINANCIAL SUMMARY FOR F&B MONTH ENDING DECEMBER 2017							
	Current				Year to Date		
	Actual	Budget	Variance vs. Budget		Actual	Budget	Variance vs. Budget
Revenue							
Food & Beverage	\$ 11,334	\$ 19,500	\$ (8,166)		\$ 36,035	\$ 51,800	\$ (15,765)
Beer	\$ 5,183	\$ 6,500	\$ (1,317)		\$ 16,103	\$ 16,500	\$ (397)
Liquor	\$ 3,669	\$ 5,500	\$ (1,831)		\$ 10,483	\$ 11,900	\$ (1,417)
Wine	\$ 919	\$ 1,000	\$ (81)		\$ 2,166	\$ 2,800	\$ (634)
Total Revenue	\$ 21,105	\$ 32,500	\$ (11,395)		\$ 64,787	\$ 83,000	\$ (18,213)
Cost of Sales	\$ 9,921	\$ 11,305	\$ (1,384)		\$ 24,366	\$ 28,745	\$ (4,379)
Merchandise	\$ 9,921	\$ 11,305	\$ (1,384)		\$ 24,366	\$ 28,745	\$ (4,379)
Gross Margin	\$ 11,184	\$ 21,195	\$ (10,011)		\$ 40,421	\$ 54,255	\$ (13,834)
Total Payroll	\$ 14,056	\$ 10,850	\$ 3,206		\$ 43,885	\$ 32,550	\$ 11,335
Total Operating Expenses	\$ 3,503	\$ 3,187	\$ 316		\$ 9,069	\$ 9,561	\$ (492)
Net Operating Income	\$ (6,375)	\$ 7,158	\$ (13,533)		\$ (12,535)	\$ 12,144	\$ (24,679)
Other Expenses	\$ 857	\$ 857	\$ -		\$ 2,571	\$ 2,571	\$ -
Management Fee	\$ 857	\$ 857	\$ -		\$ 2,571	\$ 2,571	\$ -
Net Cash From Ops	\$ (7,232)	\$ 6,301	\$ (13,533)		\$ (15,106)	\$ 9,573	\$ (24,679)

- The revenues for the restaurant were not realized for December. 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. A request for proposal for an independent operator for the restaurant was posted in December.

R&R Projects:

- There were no projects for the month of December.

Tee Sheet Activity:

- There were 3,685 total rounds for the month which included 2,794 paid rounds, 635 Annual with Cypress Pass member rounds and 256 other rounds. The round type for the month included 2,851 eighteen hole rounds and 729 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.

December 2017 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	2794	2806	2778	8688	8578
Annual	635	803	795	1727	2205
Other rounds	256	263	260	687	692
Total Rounds	3685	3871	3833	11102	11468

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

- A foliar application of nutrients was distributed on the tees & greens. Fungicides were applied to the putting surfaces. Program to control weeds around specific areas continues on a regular basis.

- The putting surfaces were rolled to help maintain smoothness and improve the speed of the putting surfaces.
- The maintenance team is continuing with ongoing projects on the golf course involving edging tee sign marker beds, sand bunkers and cart paths.
- We are continuing our agronomic plan which includes fertilizer applications, insecticides and pre-emergent for weed control.

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 \$8,086 in gift card sales purchased for the month as well as over \$5,198 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. Mike Dick, who is a PGA professional, has added a series of Men's, Ladies and junior clinics to begin in January.
- 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 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 continue to increase the visibility of Cypress Head Golf Course on the various social media platforms such as Facebook, twitter and Instagram.
- We were proud to be an official drop off location for the Marines Toys for Tot's campaign. Once again, the response by our community was overwhelming and greatly appreciated by all the children served.

Mindshare Reviews and Comments:

Report run: 1/17/2018 12:26 PM MST
Data current as of: 1/17/2018 12:25 PM MST

REPORT CRITERIA

Date of Survey	12/1/17 - 12/31/17
Select level:	Cypress Head

Number of Surveys: 51



#	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					9.1	9.5	8.6	8.7	9.3	78.4	9.1		
Cypress Head					9.1	9.5	8.6	8.7	9.3	78.4	9.1		
Golf					9.1	9.5	8.6	8.7	9.3	78.4	9.1		

- There were over 400 questionnaires mailed out to players during December. The overall rating for the golf course received an 8.6 with a recommended rating of 9.3 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 are looking forward to January as we prepare to welcome many of our northern friends to enjoy the best course in Volusia County.
- 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.
- 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 02/06/2018

Consent item: No

SUBJECT: (E12) ERP (Enterprise Resource Planning) Project Update

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION:

SUMMARY: The purpose of this presentation is to provide Council with an update on the Enterprise Resource Planning (ERP) project. ERP systems are hardware and software that make up the backbone of many government operations and can include modules that aid processes in finance, human resources, purchasing, budgeting, land management and many others.

The presentation will:

- Share a visual timeline of the upcoming high level tasks and milestones
- Explain what we have accomplished so far and the next steps
- Discuss process improvement teams (PIT Crews)
- Share possible software implementation timeline

Project No.: Funding Account No.:

ATTACHMENTS:

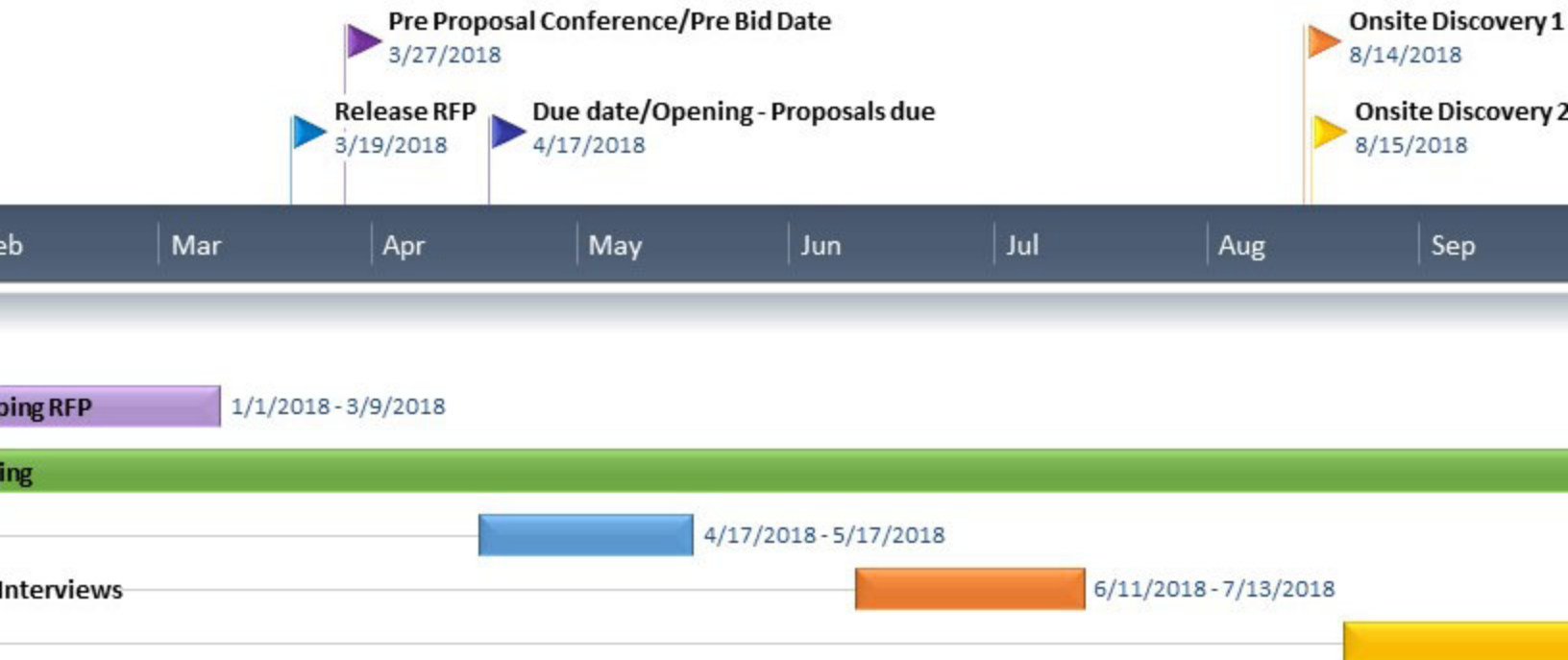
1.	City of Port Orange ERP Presentation	City of Port Orange ERP Presentation.jpg
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Jane Davis
Alan Rosen
Jake Johansson
Robin Fenwick

Created/Initiated - 01/24/2018
Approved - 01/25/2018
Approved - 01/29/2018
Final Approval - 01/29/2018

Project Timeline – Preparing for RFP & Vendor Selection

Mostly **estimated** dates, still under review, and subject to change





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/06/2018

Consent item: No

SUBJECT: (G15a) Second 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: 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	Ord.+No.+2017-34.pdf
2.	Revised Staff Report	REVISED 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 _____, 2018

Passed and adopted on second and final reading on the day of _____, 2018

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)

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. Provide for a multi-tenant building 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 COMMERCIAL/RETAIL	16.46 AC	163,750 SF	
OFFICE/STOCK ROOM			26,500 SF
GARDEN CENTER			11,400 SF
LOT 3(A)* BUSINESS SERVICES FINANCIAL SERVICES FURNITURE AND APPLIANCE STORES OFFICE SUPPLIES RESTAURANT (TYPE A & B) RETAIL SALES AND SERVICES PERSONAL SERVICE PROFESSIONAL AND MEDICAL OFFICES BREWERY, CRAFT FOOD AND BEVERAGE PRODUCER AND MICROBREWERY	2.06 AC	10,250 SF	52 SF

*Drive Thru service shall be prohibited on Lot3(A).

(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 Internal Lot Line Rear I-95 / Lot 1	No change	50 feet 20 feet 20 feet

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

- i. 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:

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

- 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. The Amended and Restated MDA is hereby further amended to add a new paragraph:

Public Benefit.

- (a) In an effort to better promote an efficient traffic flow for the Property and to help alleviate existing traffic congestion, Contract Purchaser shall, prior to the issuance of the development order for the site plan of Lot 3(A), contribute SEVENTY THOUSAND and NO/100 DOLLARS (\$70,000.00) to the City for the purpose of general traffic improvements within the surrounding area of the Property to be utilized at the City’s discretion. Said monies shall be received and deposited by the City prior

to the issuance of the development order for the site plan on Lot 3(A). The contribution referenced herein shall be in addition to any transportation fair-share payment required as a result of the additional development on the Property.

- (b) Contract Purchaser shall make best efforts in working with adjoining lot owners on potential adjustments and improvements for the four-way stop within The Port Orange Gateway Center PCD.

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

9. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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:

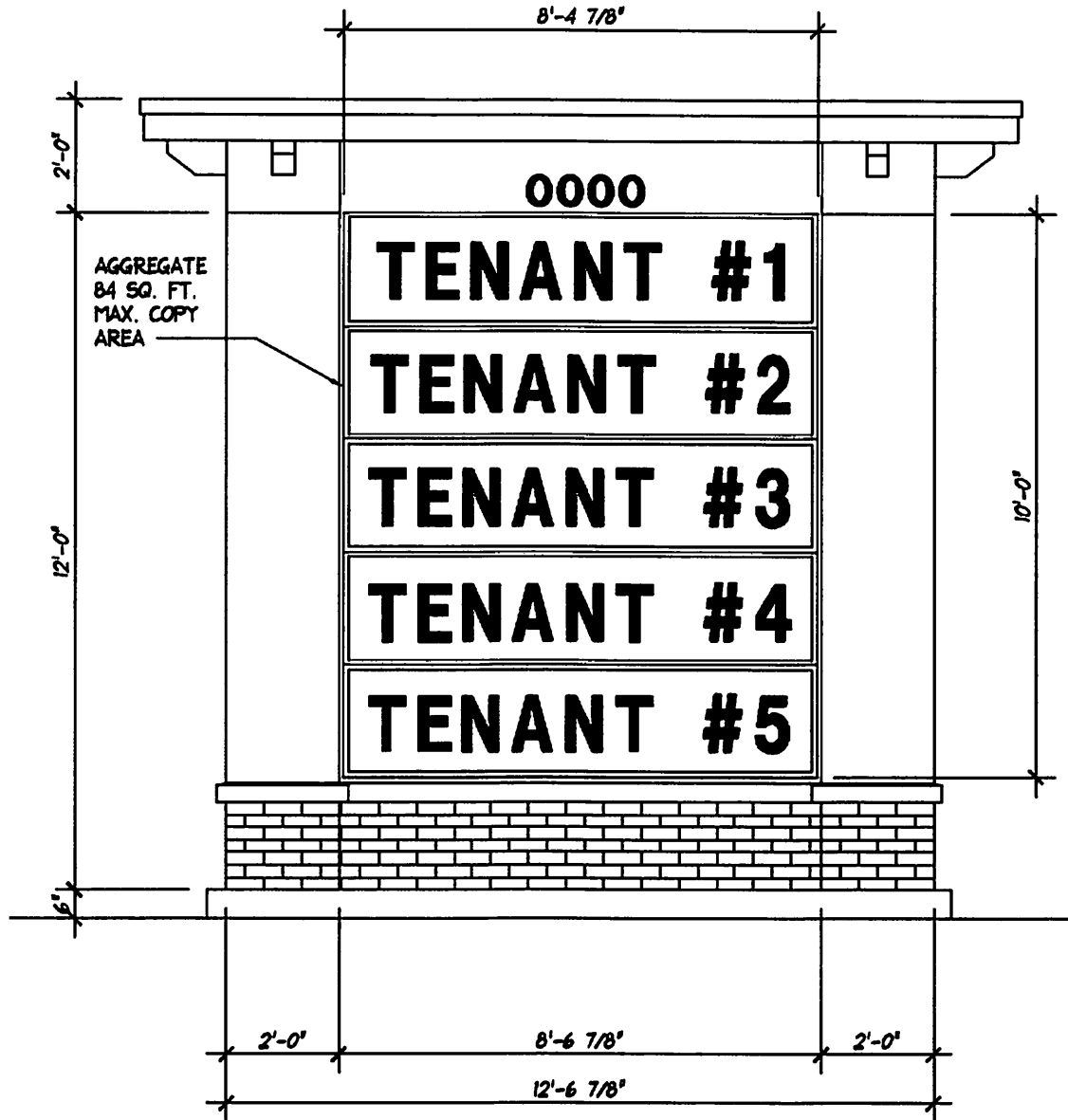
BEGIN AT THE SOUTHEAST CORNER OF LOT 4, PORT ORANGE GATEWAY CENTER REPLAT, AS RECORDED IN MAP BOOK 50, PAGE 24, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE WESTERLY RIGHT-OF-WAY OF DUNLAWTON AVENUE (STATE ROAD No. 421); THENCE RUN S15°07'13"W ALONG SAID RIGHT-OF-WAY FOR 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]

Exhibit "D"

Monument Sign, Dunlawton Avenue



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



STAFF REPORT (Revised)

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 First Reading:	December 12, 2017
City Council Reconsideration of First Reading:	January 4, 2018 (Continued to January 16, 2018)

REVISIONS TO THE MDA & CDP AND STAFF REPORT

The original Staff report prepared in November 2017 has been revised based on changes to the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to address City Council concerns received at the December public hearing. The following modifications have been made to the proposed MDA and CDP by the applicant:

1. Added text to prohibit a drive-thru on the proposed Lot 3A.
 2. Revised the permitted use table to reduce the allowable retail square-footage for Lot 3 (Target) to 163,750 sq.ft. and set the allowable retail square-footage for Lot 3A at 10,250 sq.ft..
 3. Added text that the Developer of Lot 3A will contribute \$70,000 to the City for the purpose of general traffic improvements within the surrounding area of Lot 3A to be utilized at the City's discretion. The \$70,000 is in addition to the Transportation Fair-Share contribution required with the Site Plan.
 4. Added text that the Developer of Lot 3A will work with adjoining lot owners on potential adjustments and improvements to the four-way stop (adjacent to Chick-fil-A) within the Port Orange Gateway Center PCD.
 5. Revised Site Information Note 1 and 2 on Sheet 2 of the CDP, to revise the square-footage figures in the site information table (see #2).
-

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 02/06/2018

Consent item: No

SUBJECT: (G15b) Subdivision Replat for Lot 3 of the Port Orange Gateway Center, Case No. 17-50000003

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Subdivision Replat for Lot 3 of the Port Orange Gateway Center Subdivision.

SUMMARY: PLANNING COMMISSION ACTION (November 16, 2017): Recommended Approval

The proposal is to replat Lot 3 (+/- 18.5 acres) of the Port Orange Gateway Center Subdivision into two lots. The subject property is zoned for commercial uses and located on the north side of Dunlawton Avenue, between Yorktowne Boulevard and I-95. If approved, the Replat will create one 16.46 acres lot (Lot 3, existing Target retail store) and one +/- 2.06 acres lot (Lot 3A), and the applicant intends to build a 10,250 square-foot commercial multi-tenant building on Lot 3A.

The proposed replat has been designed according to the dimensional (lot area and width) requirements of the 8th Amendment to the Amended and Restated Gateway Center PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP) and the layout of the Conceptual Development Plan for the 8th Amendment to the MDA. Approval of the 8th Amendment to the MDA is required for the replat to be approved.

The required subdivision infrastructure (water, sewer, drainage, access drives, and driveways) to serve the two commercial lots exists. Therefore, no subdivision infrastructure improvements are required with the replat.

The parking lot where Lot 3A is proposed was developed with the Target retail store to serve as overflow parking. 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 staff report is attached for more detail.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Gateway_Lot3+Replat_Staff+Report_CC.pdf
2.	Exhibit 1 - Replat	Extracted pages from Gateway_Lot3+Replat_Staff+Report_CC - Exhibit 1 Replat.pdf

Penelope Cruz	Created/Initiated - 12/11/2017
Tim Burman	Approved - 12/28/2017
Shannon Balmer	Approved - 01/24/2018
Jake Johansson	Approved - 01/29/2018
Robin Fenwick	Final Approval - 01/29/2018



STAFF REPORT

SUBDIVISION REPLAT /

PORT ORANGE GATEWAY CENTER, LOT 3

CASE NO. 17-50000003

Request:	To Replat Lot 3 of the Port Orange Gateway Center Subdivision into two lots.
Location:	1771 Dunlawton Ave.
Owner:	Target Corporation
Applicant:	Roger W. Strcula, PE of Upham, Inc.
Staff Recommendation:	Approval
Staff Contact:	Penelope Cruz, Principal Planner (386) 506-5671
Planning Commission:	Recommended Approval
City Council Date:	January 16, 2018

PROPERTY OVERVIEW

Roger W. Strcula, applicant, requests approval for the replat of Lot 3 of the Port Orange Gateway Center subdivision. The subject property consists of ± 18.5 acres, and is located on the west side of Dunlawton Ave. (Figure 1). If approved, the replat will create one 16.46-acre lot (Lot 3, the existing Target retail store) and one ± 2.06 -acre outparcel (Lot 3A).



BACKGROUND

The subject property is zoned “PCD” (Planned Commercial Development) with a Future Land Use designation of *Commercial*. Staff is concurrently reviewing the Eighth Amendment to the Amended and Restated Gateway Center PCD Master Development Agreement and Conceptual Development Plan. The Eighth Amendment will provide requirements for the development of Lot 3A. Approval of the Eighth Amendment is required for the subdivision replat to be approved. The proposed Replat would reconfigure the existing Lot 3 into two lots (see Exhibit 1). The proposed two lots have been designed according to the requirements of the Land Development Code (LDC) and the dimensional requirements in the Eighth Amendment. If the Eighth Amendment and Replat are approved, the applicant intends to build a ±10,250 square-foot commercial multi-tenant building on Lot 3A.

The parking lot where Lot 3A is proposed was developed with the Target retail store to serve as overflow parking. 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.

DISCUSSION

The proposed subdivision will be consistent with the development requirements set forth in the Land Development Code (LDC), Amended and Restated Gateway Center PCD Master Development Agreement (MDA), and the proposed Eighth Amendment to the MDA. Development of Lot 3A will require Site Plan approval. The proposed lot will be accessed through the existing entrance points to the shopping center and the cross-access drives. The existing conservation easements will not be impacted by the subdivision and will remain. The permitted uses for the site are set forth in the proposed Eighth Amendment to MDA and include such uses as retail, restaurants, and offices.

CONCURRENCY REVIEW

Public facilities and services are currently available to serve the existing Lot 3 (Target retail store) and the proposed Lot 3A. Consistent with the LDC, the concurrency review for transportation, water, sewer, solid waste, and stormwater drainage will be conducted with the Site Plan review for Lot 3A.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed Replat for the Port Orange Gateway Center Subdivision is consistent with the City’s Comprehensive Plan. The subject property is designated *Commercial* on the City’s Future Land Use Map. The Port Orange Gateway Center Subdivision is part of the Regional Commercial Node designated in the Comprehensive Plan at the Dunlawton/I-95 Interchange. The original PCD and MDA were found to be consistent with the City’s Comprehensive Plan when it was approved in 1999.

RECOMMENDATION

Staff recommends approval of the Port Orange Gateway Center Lot 3 Replat, subject to approval of the Eighth Amendment to the Amended and Restated Master Development Agreement and Conceptual Development Plan for the Port Orange Gateway Center PCD (Case No. 17-40000001).

ATTACHMENT

Exhibit 1 – Port Orange Gateway Center, Lot 3 Replat

PORT ORANGE GATEWAY CENTER, LOT 3 REPLAT

A REPLAT OF LOT 3, PORT ORANGE GATEWAY CENTER REPLAT, AS RECORDED IN MAP BOOK 50, PAGES 24 THROUGH 27, BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 18, AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

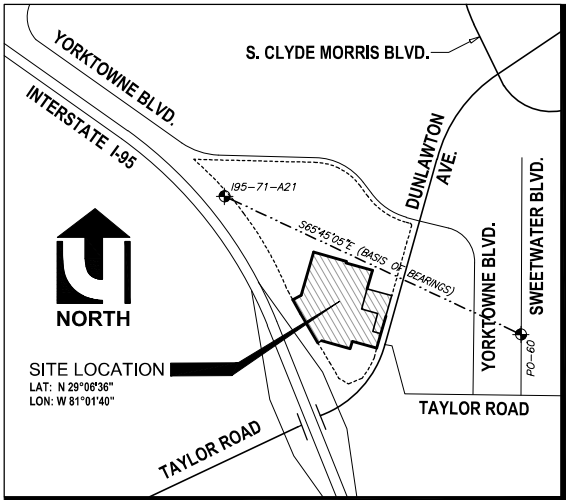
DESCRIPTION:

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.

AND

BEGIN 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.



LOCATION MAP

SCALE 1" = 1000'



GENERAL NOTES:

1. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1 : 10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
2. ALL MEASUREMENTS ON THIS PLAT IS IN U.S. FOOT AND DECIMALS THEREOF. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.2808333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
3. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (NAD83) WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENGEMANN NETWORK (A TOPNET GNSS NETWORK). AS A REFERENCE FOR THIS SURVEY, AN ASSUMED MERIDIAN BETWEEN FDOT MONUMENT B5-71-A21 AND CITY OF PORT ORANGE MONUMENT PO-60 HAVING A BEARING OF S 65°45'05" E.
4. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BY SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
5. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, TELECOMMUNICATIONS, SECURITY, AND NATURAL GAS.
6. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
7. THE PORT ORANGE GATEWAY CENTER PROPERTY OWNERS' ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR OR REPLACE THE FACILITIES; AND, SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
8. THE PORT ORANGE GATEWAY CENTER PROPERTY OWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING AND IRRIGATION IN COMMON AREAS AND COMMON AREAS DESIGNATED AS INGRESS/EGRESS ON THE PLAT.
9. THE ARTICLES OF INCORPORATION FOR THE PORT ORANGE GATEWAY CENTER PROPERTY OWNERS' ASSOCIATION INC. ARE RECORDED IN OFFICIAL RECORDS BOOK 4392, PAGES 4165 THROUGH 4169 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE PORT ORANGE GATEWAY CENTER PROPERTY OWNERS' ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK 4392, PAGES 4197 THROUGH 4233 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
10. MONUMENTS SHALL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A "P.R.M." OR "P.C.P." IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.091(9).
11. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE PORT ORANGE GATEWAY CENTER REPLAT, ARE RECORDED IN OFFICIAL RECORDS BOOK 4392, PAGES 4197 THROUGH 4233 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
12. THE LANDS WITHIN THE PLAT ARE SUBJECT TO THE ENCUMBRANCES SET FORTH IN THE RESTATED MASTER DEVELOPMENT AGREEMENT AND AMENDMENTS THERETO AS RECORDED IN ORB 4397, PG 4153; ORB 4886, PG 3772; ORB 4904, PG 20-26; ORB 5281, PG 2720; ORB 5389 PG 4833; ORB 5860 PG 1476; ORB 6582, PG 1603; AND ORB 6682, PG 1329.
13. TREE CONSERVATION EASEMENT AS DEFINED ON THIS PLAT IS FOR THE EXPRESS PURPOSE OF THE PRESERVATION AND LONGEVITY OF THE TREES THEREIN. ACTIONS DETRIMENTAL TO TREE HEALTH AND SURVIVAL WITHIN THE BOUNDARIES OF THE DRIPLINE ARE PROHIBITED WITHOUT THE EXPRESS PERMISSION OF THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT. NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUED TO PREVENT NATURAL VEGETATION WITHIN THE EASEMENT AREA FROM BEING CLEARED BY HAND TO PROVIDE A NEAT, MANICURED APPEARANCE. IN ADDITION, NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE PLACEMENT OF SOD, IRRIGATION AND LANDSCAPE PLANTS OR TO PREVENT NORMAL LAWN MAINTENANCE SUCH AS MOWING, EDGING AND WEEDING NOT HARMFUL TO THE OBJECTIVE OF TREE PRESERVATION WITHIN THE EASEMENT AREA. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
14. THIS PLAT IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS DEDICATED HEREON.

LEGEND:

- SET 4" CONCRETE MONUMENT "PRM" LB 3612
- FD 4" CONCRETE MONUMENT "PRM" LB 3612
- SET PARKER KALON NAIL & DISK "PRM" LB 3612
- FD FOUND
- INC INCORPORATED
- LB LICENSED BUSINESS
- LC LICENSED CORPORATION
- MB MAP BOOK
- No. NUMBER

- ORB (P) PAGE
- PG PKD
- PRM PERMANENT REFERENCE MONUMENT
- PSM PROFESSIONAL SURVEYOR & MAPPER
- R/W RIGHT-OF-WAY
- RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- EASEMENT LINE

MAP BOOK:

PAGE:

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, TARGET CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT ENTITLED "PORT ORANGE GATEWAY CENTER, LOT 3 REPLAT", IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED, THE SIDEWALK EASEMENTS ARE GRANTED TO THE CITY OF PORT ORANGE, ALSO, ALL POTABLE WATER, RECLAIMED WATER, AND SANITARY SEWER MAINS CONSTRUCTED WITHIN THE AREA ENCOMPASSED WITHIN THE PLAT ARE DEDICATED TO THE CITY OF PORT ORANGE. ALL DRAINAGE, UTILITY, INGRESS/EGRESS, NONWHEELCHUR ACCESS AND CONSERVATION EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE CITY OF PORT ORANGE. ALL DRAINAGE EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE ALSO, UNLESS OTHERWISE INDICATED, GRANTED TO THE PORT ORANGE GATEWAY CENTER PROPERTY OWNERS' ASSOCIATION, INC. ALL FOOT BECN EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE FLORIDA DEPARTMENT OF TRANSPORTATION.

THE CROSS ACCESS EASEMENTS, DEPICTED AS INGRESS/EGRESS ON THE PLAT ARE HEREBY GRANTED TO THE PORT ORANGE GATEWAY CENTER PROPERTY OWNERS' ASSOCIATION, INC. FOR THE USE AND ENJOYMENT OF LOTS 2, 3, 3A, 6, 6A, 8, THEIR INVITEES AND ANY SUCCESSORS IN INTEREST TO THE OWNERS OF LOTS 1 THROUGH 8, THE CROSS ACCESS EASEMENTS SHALL BE MAINTAINED BY THE PORT ORANGE GATEWAY CENTER PROPERTY OWNERS' ASSOCIATION, INC. IN WITNESS WHEREOF, TARGET CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS OFFICERS THEREUNTO DULY AUTHORIZED ON

THIS _____ DAY OF _____, 2017,

SIGNED AND SEALED IN THE PRESENCE OF

TARGET CORPORATION

PRINTED NAME: _____

BY: _____

PRINTED NAME: _____

PRINTED NAME: _____

PRINTED NAME: _____

ATTEST: _____

PRINTED NAME: _____

PRINTED NAME: _____

STATE OF MINNESOTA

CITY OF HENNEPIN

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 2017, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED _____ AND _____ OF _____

TARGET CORPORATION, EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF FOR AND ON BEHALF OF SAID CORPORATION, THEY(ARE) _____ (ARE NOT) _____ KNOWN TO ME OR HAVE PRODUCED _____ AS IDENTIFICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE _____ SEAL

NOTARY PUBLIC, STATE OF MINNESOTA
AT LARGE
MY COMMISSION EXPIRES: _____

CITY COUNCIL CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "PORT ORANGE GATEWAY CENTER, LOT 3 REPLAT", WAS APPROVED BY THE PORT ORANGE CITY COUNCIL ON _____

BY: _____

ATTEST: _____

MAYOR OF THE CITY OF PORT ORANGE

CITY CLERK OF THE CITY OF PORT ORANGE

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND IT WAS FILED FOR RECORD ON _____

AT _____

FILE NO: _____

CLERK OF THE CIRCUIT COURT
IN AND FOR VOLUSIA COUNTY, FLORIDA

PLANNING COMMISSION CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED "PORT ORANGE GATEWAY CENTER, LOT 3 REPLAT", WAS APPROVED BY THE PORT ORANGE PLANNING COMMISSION ON _____

BY: _____

DATE: _____

CHAIRMAN, PORT ORANGE PLANNING COMMISSION

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

I HEREBY CERTIFY THAT I HAVE REVIEWED THE ATTACHED PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

_____ PSM No: _____ DATE: _____

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING A LICENSED AND PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED "PORT ORANGE GATEWAY CENTER, LOT 3 REPLAT", WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT ALL MONUMENTATION SHOWN HEREON OR REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

UPHAM, INC.
265 KENILWORTH AVENUE
ORMOND BEACH, FLORIDA 32174
www.uphaminc.com

PHONE: (386) 672-9515
LICENSED BUSINESS NO. 3612

SEAL

SIGNED: _____
WILLIAM S HART (LICENSE NO. 3806)
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

DATE: _____

SHEET 1 OF 2



REVISED



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REVISIONS:
05/23/17 - UPDATED GENERAL NOTES & LEGEND
07/13/17 - UPDATED GENERAL NOTES & DEDICATION
07/19/17 - REV NAME OF PLAT
08/23/17 - REV EASEMENTS
10/09/17 - REV TO REMOVE LOT 3B

SUBJECT: PORT ORANGE GATEWAY CENTER, LOT 3 REPLAT
ADDRESS: DUNLAWTON AVENUE CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

LOCATION No: 16-33-18
PROJECT No: 170205
FIELD WORK BY: JP
DATE: 03/02/2017
OFFICE WORK BY: WSH, JB
DATE: 03/03/2017
FIELD BOOK - PAGE: XX-XX
SCALE: AS SHOWN
SHEET No:

P-1

PORT ORANGE GATEWAY CENTER, LOT 3 REPLAT

A REPLAT OF LOT 3, PORT ORANGE GATEWAY CENTER REPLAT, AS RECORDED IN MAP BOOK 50, PAGES 24 THROUGH 27,
BEING A PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 18, AND
A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST,
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

GENERAL NOTES:

1. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000, THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
2. ALL MEASUREMENTS ON THIS PLAT IS IN U.S. FOOT AND DECIMALS THEREOF, ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE $39.370712 \times 2.208933333333$ EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
3. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (NAD83) WITH 2011 ADJUSTMENT AS DERIVED FROM THE LENGEMANN NETWORK (A TOPNET GNSS NETWORK), AS A REFERENCE FOR THIS SURVEY, AN ASSUMED MERIDIAN BETWEEN FDOT MONUMENT 195-71-A21 AND CITY OF PORT ORANGE MONUMENT PO-60 HAVING A BEARING OF S 65°45'05" E.
4. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
5. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, TELECOMMUNICATIONS, SECURITY, AND NATURAL GAS.
6. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
7. THE PORT ORANGE GATEWAY CENTER PROPERTY OWNERS' ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR OR REPLACE THE FACILITIES, AND SHALL HAVE THE RIGHT TO LIE IN ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY, IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C., AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
8. THE PORT ORANGE GATEWAY CENTER PROPERTY OWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING AND IRRIGATION IN COMMON AREAS AND COMMON AREAS DESIGNATED AS INGRESS/EGRESS ON THE PLAT.
9. THE ARTICLES OF INCORPORATION FOR THE PORT ORANGE GATEWAY CENTER PROPERTY OWNERS' ASSOCIATION INC. ARE RECORDED IN OFFICIAL RECORDS BOOK 4392, PAGES 4165 THROUGH 4169 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE PORT ORANGE GATEWAY CENTER PROPERTY OWNERS' ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK 4392, PAGES 4197 THROUGH 4233 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
10. MONUMENTS SHALL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A "P.R.M." OR "P.C.P." IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.09(9).
11. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE PORT ORANGE GATEWAY CENTER REPLAT, ARE RECORDED IN OFFICIAL RECORDS BOOK 4392, PAGES 4197 THROUGH 4233 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
12. THE LANDS WITHIN THE PLAT ARE SUBJECT TO THE ENCUMBRANCES SET FORTH IN THE RESTATED MASTER DEED AGREEMENT AND AMENDMENTS THERETO AS RECORDED IN ORB 4397, PG 4153; ORB 4886, PG 3772; ORB 4904, PG 20-26; ORB 5281, PG 2720; ORB 5389 PG 4833; ORB 5860 PG 1476; ORB 6582, PG 1603; AND ORB 6682, PG 1329.
13. TREE CONSERVATION EASEMENT AS DEFINED ON THIS PLAT IS FOR THE EXPRESS PURPOSE OF THE PRESERVATION AND LONGEVITY OF THE TREES THEREIN, ACTIONS DETRIMENTAL TO TREE HEALTH AND SURVIVAL WITHIN THE BOUNDARIES OF THE ORB LINE ARE PROHIBITED WITHOUT THE EXPRESS PERMISSION OF THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT, NOTHING HEREIN SHALL, HOWEVER, BE CONSTRUED TO PREVENT NATURAL VEGETATION WITHIN THE EASEMENT AREA FROM BEING CLEARED BY HAND TO PROVIDE A NEAT, MANICURED APPEARANCE. IN ADDITION, NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE PLACEMENT OF SOD, IRRIGATION AND LANDSCAPE PLANTS OR TO PREVENT NORMAL LAWN MAINTENANCE SUCH AS MOWING, EDGING AND WEEDING NOT HARMFUL TO THE OBJECTIVE OF TREE PRESERVATION WITHIN THE EASEMENT AREA, ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
14. THIS PLAT IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD INCLUDING BUT NOT LIMITED TO DRAINAGE AND UTILITY EASEMENTS DEDICATED HEREON.

LEGEND:

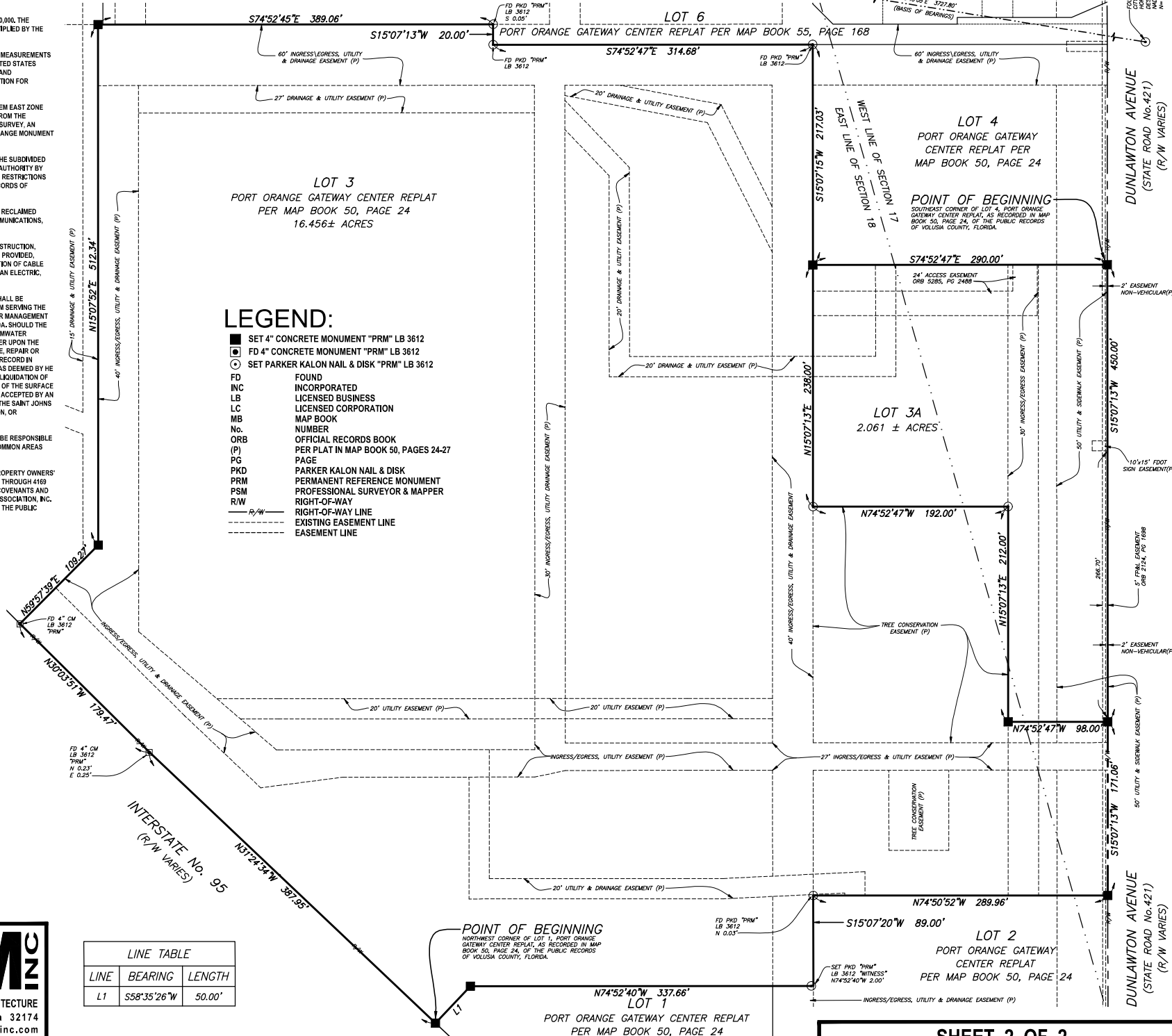
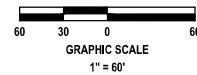
- SET 4" CONCRETE MONUMENT "PRM" LB 3612
 - FD 4" CONCRETE MONUMENT "PRM" LB 3612
 - SET PARKER KALON NAIL & DISK "PRM" LB 3612
- FD FOUND
INC INCORPORATED
LB LICENSED BUSINESS
LC LICENSED CORPORATION
MB MAP BOOK
No. NUMBER
ORB OFFICIAL RECORDS BOOK
(P) PER PLAT IN MAP BOOK 50, PAGES 24-27
PG PAGE
PKD PARKER KALON NAIL & DISK
PRM PERMANENT REFERENCE MONUMENT
PSM PROFESSIONAL SURVEYOR & MAPPER
R/W RIGHT-OF-WAY
--- RIGHT-OF-WAY LINE
--- EXISTING EASEMENT LINE
--- EASEMENT LINE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S58°35'26"W	50.00'

UPHAM
CIVIL ENGINEERING-SURVEYING-LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003612 LC # 000357

MAP BOOK:

PAGE:



SHEET 2 OF 2

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REVISIONS:

05/23/17	- UPDATED GENERAL NOTES & LEGEND
07/13/17	- UPDATED GENERAL NOTES & DEDICATION
07/19/17	- REV NAME OF PLAT
08/01/17	- REV EASEMENTS
10/09/17	- REV TO REMOVE LOT 3B

SUBJECT: PORT ORANGE GATEWAY CENTER, LOT 3 REPLAT
ADDRESS: DUNLAWTON AVENUE CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA

LOCATION No: 16-33-18
PROJECT No: 170205
FIELD WORK BY: JP
DATE: 03/02/2017
OFFICE WORK BY: WSH, JB
DATE: 03/03/2017
FIELD BOOK - PAGE: XX-XX
SCALE: AS SHOWN
SHEET No:

P-2



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/06/2018

Consent item: No

SUBJECT: (G16a) Second Reading - Ordinance No. 2018-1 – In Land We Trust
Planned Unit Development Master Development Agreement and Conceptual
Development Plan, Case No. 17-40000005

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-1, approving the In
Land We Trust Planned Unit Development Master Development Agreement and
Conceptual Development Plan.

SUMMARY: Planning Commission Action (12/14/2017): Recommended Approval

The proposed Master Development Agreement (MDA) and Conceptual Development Plan (CDP) is for an existing Planned Unit Development (PUD) without an active MDA or CDP. If approved, the property owners intend to develop the +/- .77-acre parcel, located on the west side of the Hidden Lake Subdivision, north of the Cornerstone Grove Subdivision, with a detached single-family dwelling.

The subject property was initially part of the Hunters Woods PUD. The City approved this PUD in 1998; however, the MDA was never recorded. The property has remained undeveloped, and until a MDA and CDP are approved, executed, and recorded, the property has no permitted uses or building and lot dimensional requirements in effect.

The property is adjacent to the Hidden Lake Subdivision; however, access to the streets in the subdivision would require the construction of a bridge, similar to the bridge over the canal between Thomas Drive (Willow Run Subdivision) and Esplande Avenue (Oakbrook Subdivision).

If approved, the proposed MDA and CDP will provide the regulatory framework for the development of the subject property with one (1) detached single-family dwelling. As part of the MDA, the property owner will be required to provide the City land for right-of-way for the extension of Yorktowne Boulevard and a 12-foot Drainage and Utility Easement, as generally depicted on the CDP. Access to the property will then be provided through a single driveway stub from Yorktowne Boulevard. A driveway apron will be constructed up to the right-of-way line as part of the Yorktowne Boulevard improvements. Prior to the issuance of a Certificate of Occupancy for the single-family dwelling, the portion of Yorktowne Boulevard, between Hidden Lake Drive and Willow Run Boulevard, is to be a completed and open public right-of-way.

The staff report is attached for more detail.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-1	Ord. No. 2018-1.pdf
2.	Staff Report	Staff Report - In Land We Trust PUD CC 1-16-18.pdf
3.	Staff Report - Exhibit 1	Exhibit 1 - In Land We Trust MDA.pdf
4.	Staff Report - Exhibit 2	Staff Report Exhibit 2 - doubleview-InLandWeTrust-FLU-Zoning.pdf

Robin Fenwick

Created/Initiated - 01/22/2018

ORDINANCE NO. 2018-1

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING IN LAND WE
TRUST PLANNED UNIT DEVELOPMENT MASTER
DEVELOPMENT AGREEMENT (MDA) 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 In Land We Trust
Planned Unit Development Master Development Agreement (“MDA”) and Conceptual
Development Plan (“CDP”) (hereinafter collectively referred to as the “Agreement”); and

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

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

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
Agreement (attached hereto as **Exhibit “1”**).

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

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 _____, 2018

Passed and adopted on second and final reading on the day of _____, 2018

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "1"

IN LAND WE TRUST PLANNED UNIT DEVELOPMENT

MASTER DEVELOPMENT AGREEMENT

CITY OF PORT ORANGE, a Florida municipal corporation ("City"), and **IN LAND WE TRUST LLC & YRRAL REAL ESTATE COMPANY** ("Property Owner"), hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development (PUD), commonly known as "In Land We Trust", involves approximately +/- .77 acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under the sole ownership of In Land We Trust & YRRAL Real Estate Company signatory to this Master Development Agreement (MDA). This MDA between the City and Property Owner shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The In Land We Trust PUD provides for a single-family residential development with a maximum of one (1) single-family residential lot.

3. DEVELOPMENT AGREEMENTS AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the "MDA") and the Conceptual Development Plan (the CDP"), attached as Exhibit "B", for the Property which generally depicts the planned features or improvements to the Property. Collectively, this MDA and the CDP for the property may be referred to as the "plan". Collectively, this MDA and the Conceptual Plan for the Property may be referred to as the "Plan". In the event of a conflict between the terms and provisions of the MDA and the graphic illustrations of the Conceptual Plan, the MDA shall control. If the MDA is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Plan. Unless otherwise specifically described within the MDA, final development and development permits for uses/structures within the PUD shall comply with regulations, ordinances, and resolutions in effect at the time of plan approval or permit application.

The parties acknowledge that compliance with the City's Land Development Code (the "LDC") may necessitate modification of the Conceptual Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Plan are not in conflict with the textual provisions of this MDA and any City ordinances not superseded by this MDA, the modifications shall be deemed "minor" and may be approved without formal amendment of this MDA. Minor modifications shall require City Administrative Official's written approval. If Developer is not satisfied with the suggested resolution of any problem or the decision by City Administrative Official categorizing the modification as minor or major, Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to City Council.

4. USAGE OF THE PROPERTY

The development of the property shall be used for residential purposes and developed with a maximum of one (1) single-family dwelling on the Property. The PUD will provide for a compatible residential development that is consistent with the surrounding land use pattern. Prior to development on the property, the Yorktowne Boulevard extension between Hidden Lake Drive and Willow Run Boulevard shall be completed and open to the public. Access to the proposed residential lot shall be provided through a single driveway stub from Yorktowne Boulevard

Prior to issuance of a building permit to construct a single-family dwelling, the property owner at that time shall provide a drainage maintenance easement extending 20' beyond the top of bank of the canal that bisects the Property. No structures, accessory structures, fencing, or landscaping shall be placed or installed within the drainage maintenance easement over the canal.

5. DIMENSIONAL REQUIREMENTS

Dimensional requirements for a dwelling and lot along with the lot configuration within the PUD are generally depicted on the CDP and listed below. The total number of single-family dwelling lots shall not exceed one (1) lot on the PUD property.

	Single-Family Dwelling
Minimum Living Area:	1,000 Sq. Ft.
Maximum Building Coverage:	35%
Minimum Open Space:	40%
Minimum Building Setbacks:	
Front:	30 Ft.
Side:	5 Ft.
Rear:	25 Ft.
Maximum Building Height:	35 Ft.

6. ROADS, SIDEWALK, AND CONNECTIVITY

Property Owner agrees to convey to the City land for right-of-way and provide a 12-foot Drainage & Utility Easement to the City concurrent with the Second Reading of this MDA. The right-of-way to be conveyed and Drainage & Utility Easement to be provided is generally depicted on Exhibit "C" attached hereto.

Access to the proposed residential lot shall be provided through a single driveway stub from Yorktowne Boulevard. A driveway apron, driveway, and sidewalk within the adjacent right-of-way will be constructed as part of the Yorktowne Boulevard improvements to the right-of-way line.

7. SANITARY WASTE, POTABLE WATER, AND RECLAIMED WATER

Development of the property shall comply with the requirements in the City's Land Development Code.

8. STORMWATER

Development of the property shall comply with the requirements in the City's Land Development Code and the rules and regulations of the St. Johns River Water Management District.

9. MAINTENANCE OF LOT

The owners of a lot in the PUD will be responsible for the upkeep and maintenance of their lot as required by the City's Land Development Code and Code of Ordinances.

10. ENVIRONMENTAL CONSIDERATIONS

The PUD shall comply with the tree preservation requirements of the City's Land Development Code. The Owner shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species. Compliance with City Environmental Protection Code may necessitate modifications to the Conceptual Plan.

11. EXPIRATION

The duration of this MDA shall not exceed ten (10) years from the date the portion of Yorktowne Boulevard between Hidden Lake Drive and Willow Run Boulevard is completed and is an open public right-of-way. Failure to comply with the schedule set out above shall cause this MDA to lapse unless the schedule is modified by mutual agreement of Developer and the City. Development shall be as defined by the LDC.

12. EFFECTIVE DATE

This MDA shall become effective upon recording in the Public Records of Volusia County, Florida.

13. AMENDMENTS

Amendments to this MDA, other than minor modifications to the Conceptual Plan, shall not be effective unless in writing and signed on behalf of the City and by all record title property owners of the land for which this amendment is to be applied.

Before amending this MDA, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the Planning Commission.

- A. Notice of intent to consider an amendment to this MDA shall be published by the City, at the Owner's cost, in a newspaper of general circulation and readership in Volusia County, Florida.
- B. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(C), Florida Statutes, as amended from time to time.
- C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
- D. The notices required above shall specify the location of the PUD Property, the location of the portion of the PUD Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
 - a. Changes in permitted, conditional, and/or prohibited uses proposed;
 - b. Changes in population densities proposed; and

- c. Changes in building intensities and/or heights proposed.
- E. The notices shall specify a place where a copy of the proposed amendment can be obtained.

14. CONFORMANCE WITH THE LAWS

The Owner agrees:

- A. To develop the property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property.
- B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at a public expense, and that Owner's successor's in title will be bound by Owner's commitments made in this MDA.
- C. To be bound by all City codes and ordinances that are not in conflict with provisions of the MDA.

15. ENFORCEABILITY

If any provision of this MDA is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this MDA unless the holding so states.

16. PRIOR AGREEMENTS

This MDA represents the complete understandings by and between the parties with respect to the development and continued use of the subject property. Any and all prior agreements between the parties with respect to any subject comprehended by this MDA is hereby voided and superseded by this MDA.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this _____ day of _____, 2018.

Signed, sealed and delivered
in the presence of:

Witness Signature

Print Name of Witness

Witness Signature

Print Name of Witness

Witness Signature

Print Name of Witness

Witness Signature

Print Name of Witness

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Donald O. Burnette, Mayor of City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of City, who is personally known to me and did not take an oath.

Notary Public, 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 _____, 2018, by Robin Fenwick, City Clerk of City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of City, who is personally known to me and did not take an oath.

Notary Public, State of Florida at Large

Printed name, commission and expiration of commission term:

CITY OF PORT ORANGE,
a Florida municipal corporation

By: _____
Donald O. Burnette, Mayor

Attest:

By: _____
Robin Fenwick, City Clerk

PROPERTY OWNER:

IN LAND WE TRUST, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ of IN LAND WE TRUST, LLC, a Florida limited liability company. He is personally known to me OR has produced _____ as identification.

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

PROPERTY OWNER:

YRRAL REAL ESTATE COMPANY, a Florida Corporation

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ of YRRAL REAL ESTATE COMPANY, a Florida corporation. He is personally known to me OR has produced _____ as identification.

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

Exhibit "A"

18-16-33 TRIANG PARCEL IN W 253.43 FT OF N 304.2 FT OF NW 1/4 EXC HIDDEN LAKES PH
IV-13 MB 41 PG 55 PER OR 4343 PG 2705 PER OR 6182 PGS 2485-2486

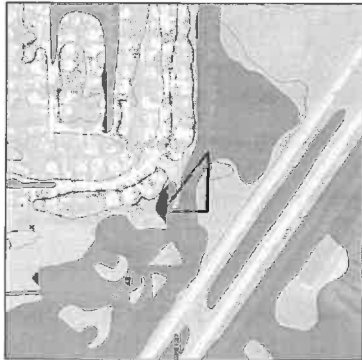
IN LAND WE TRUST PUD

EXHIBIT B

CITY OF PORT ORANGE - VOLUSIA COUNTY, FL

DECEMBER 5, 2017
CASE NO. 17-40000005

PROPERTY OWNER INFO
IN LAND WE TRUST LLC &
YRRAL REAL ESTATE COMPANY
P.O. BOX 265100
DAYTONA BEACH, FL 32126



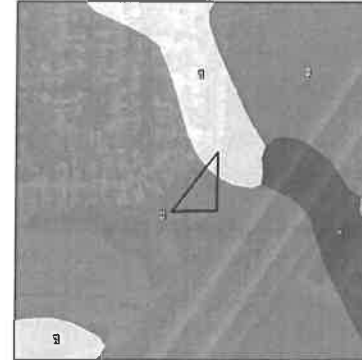
FLOOD PANEL 386 OF 930
SCALE: 1" = 300' 02/19/14



EXISTING SITE
SCALE: 1" = 300'



ZONING MAP
SCALE: 1" = 300'



SOILS MAP
SCALE: 1" = 300'

34= MYAKKA FINE SAND
82= SAVINNA FINE SAND
83= SAVINNA FINE SAND
85= SAVINNA FINE SAND
49= POMEROY FINE SAND
DEPRESSIONAL

LEGAL DESCRIPTION:

Block 1:
15-18-33 TRIMBLE PARCEL, W 1/4 23.53 AC FT OF NW 1/4 SEC 18-00-00-0000
PG 2778 PG 6102 PG 2402-2409

SITE DATA

Minimum Living Area	1,000 Sq. Ft.
Minimum Building Coverage	35%
Minimum Open Space	40%
Minimum Building Setbacks	
Front:	30' Ft.
Side:	5' Ft.
Rear:	25' Ft.
Maximum Building Height	35' Ft.

Parcel ID:	63 B-00-00-0007
Zoning:	PUD
Future Land Use Designation	Suburban Residential (2-4 Units/Acre)
Storage:	0.77

* Compliance with Land Development Code may necessitate modification of the Conceptual Plan

SHEET INDEX:
CON1 COVER SHEET
CON2 CONCEPT PLAN

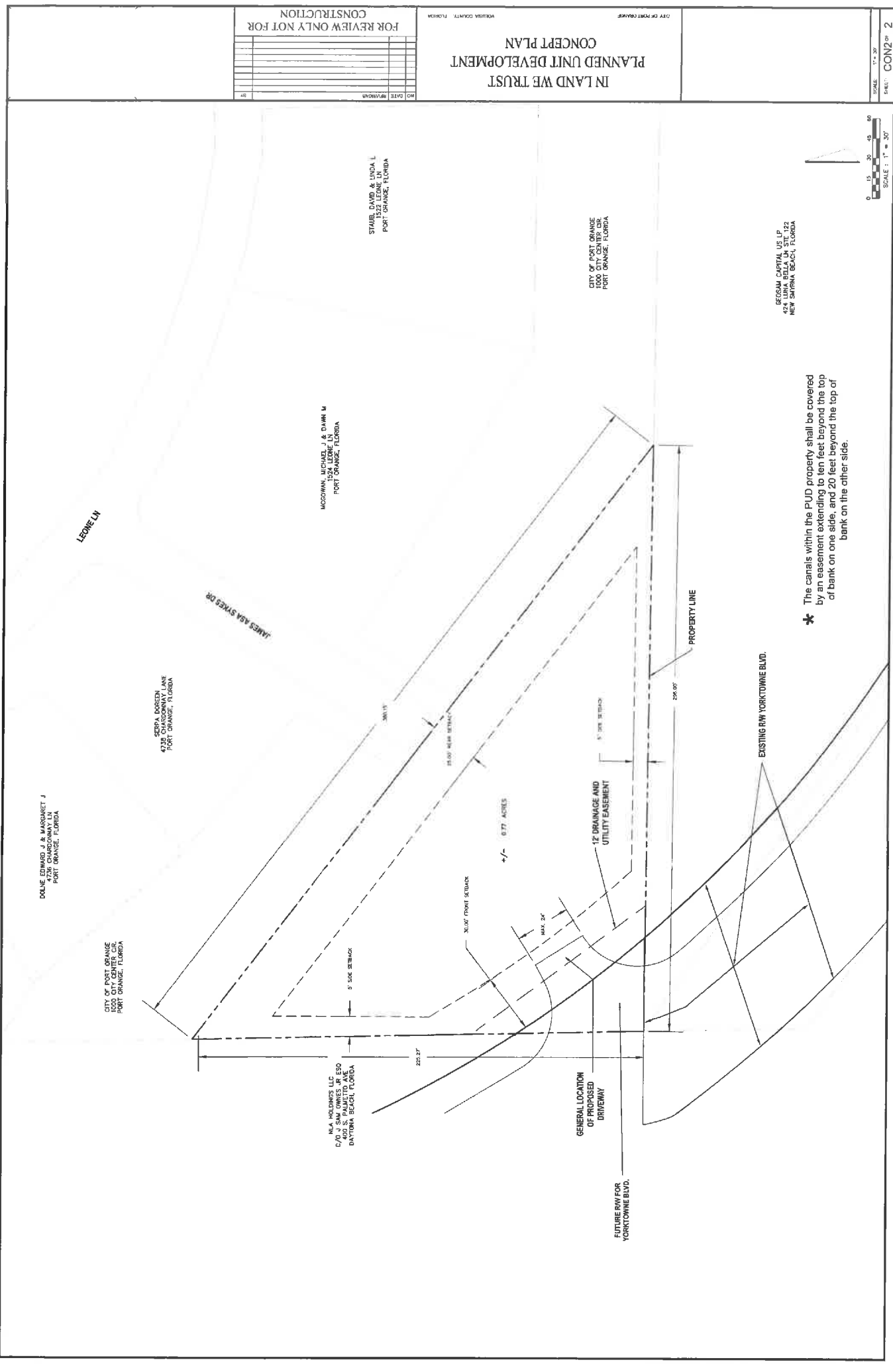
FOR REVIEW ONLY NOT FOR CONSTRUCTION

IN LAND WE TRUST
PLANNED UNIT DEVELOPMENT
CONCEPT PLAN

CITY OF PORT ORANGE

VOLUSIA COUNTY, FLORIDA

DATE: NOT TO SCALE
SHEET: CON1 OF 2



DOLBE, STEWART J. & MARGARET J.
4126 CHURCHWAY LN
PORT ORANGE, FLORIDA

CITY OF PORT ORANGE
1000 CITY CENTER DR.
PORT ORANGE, FLORIDA

SEPPA, DORSEN
4126 CHURCHWAY LN
PORT ORANGE, FLORIDA

MCCOWAN, MICHAEL J. & DAWN M.
1324 LEONE LN
PORT ORANGE, FLORIDA

STAUB, DAVID A. & LINDA L.
1324 LEONE LN
PORT ORANGE, FLORIDA

NLA HOLDINGS LLC
C/O NLA HOLDINGS LLC
400 S. PALMETTO AVE
DAYTONA BEACH, FLORIDA

GENERAL LOCATION
OF PROPOSED
DRIVEWAY

FUTURE R/W FOR
YORKTOWNE BLVD.

EXISTING R/W YORKTOWNE BLVD.

PROPERTY LINE

CITY OF PORT ORANGE
1000 CITY CENTER DR.
PORT ORANGE, FLORIDA

BEGAN, CAPITAL US LP
424 LUNA BEACH ST. 122
424 LUNA BEACH ST. 122
PORT ORANGE, FLORIDA

* The canals within the PUD property shall be covered by an easement extending to ten feet beyond the top of bank on one side, and 20 feet beyond the top of bank on the other side.



NO.	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

FOR REVIEW ONLY NOT FOR CONSTRUCTION

IN LAND WE TRUST PLANNED UNIT DEVELOPMENT CONCEPT PLAN

CITY OF PORT ORANGE
FLORIDA

EXHIBIT C



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

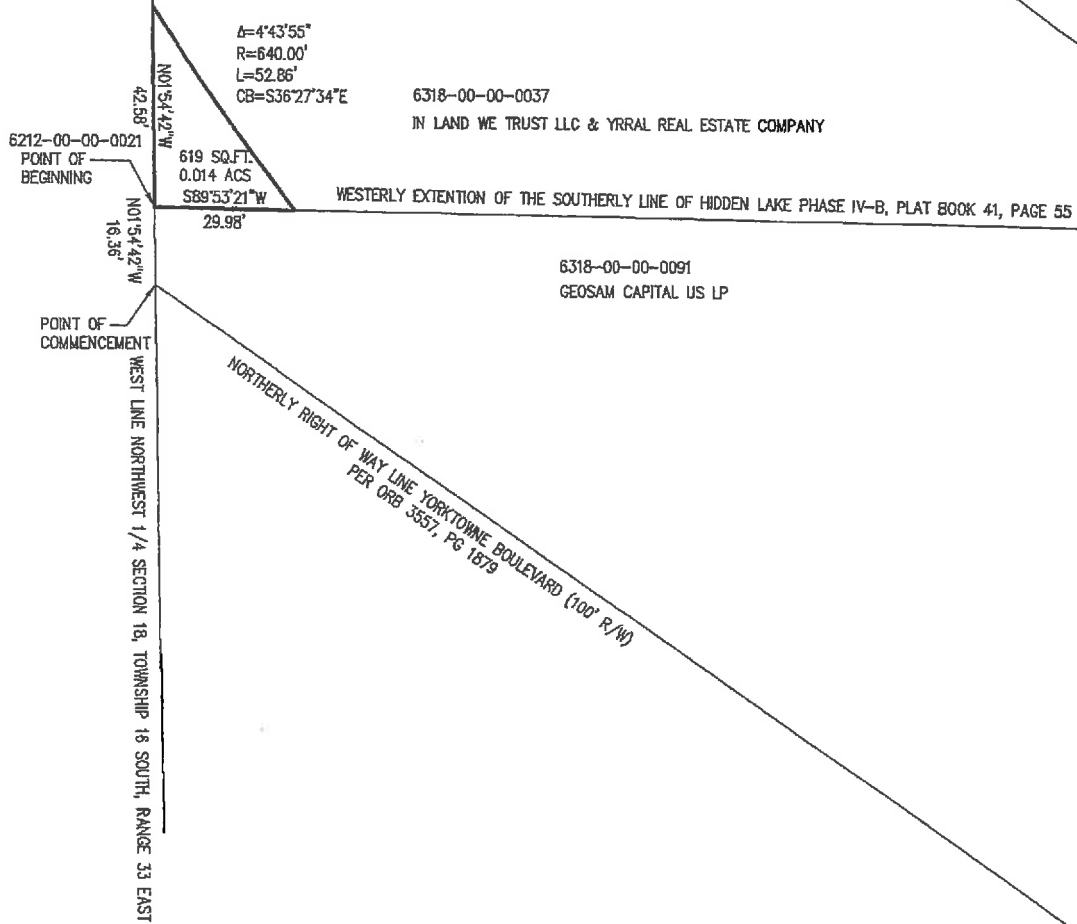
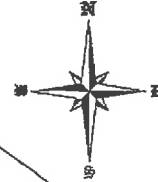
3921 NOVA ROAD

PORT ORANGE, FL 32127

(386) 761-5385

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www.sligerassociates.com



SKETCH OF DESCRIPTION
NOT A BOUNDARY SURVEY

FOR: THE CITY OF PORT ORANGE, FLORIDA

DESCRIPTION: A PORTION OF SECTION
18, TOWNSHIP 16 SOUTH, RANGE 33
EAST. SEE SHEET 2 FOR LEGAL
DESCRIPTION

NORTH R/W
JOB #17-1303

SCALE: 1"=30'

FIELD BOOK:

PAGE:

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385

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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE ASSUMED NORTH WITH THE BEARING ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST BEING N01°54'42"W.
4. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

DESCRIPTION (NORTH RIGHT OF WAY PARCEL)

A PORTION OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18 WITH THE NORTHERLY RIGHT OF WAY LINE OF YORKTOWNE BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3557, PAGE 1879, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N01°54'42"W ALONG SAID WEST LINE, 16.36 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN PLAT BOOK 41, PAGE 55, SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE N01°54'42"W, 42.58 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 04°43'55" AND A CHORD BEARING S36°27'34"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 52.86 FEET TO THE WESTERLY EXTENSION OF SAID SOUTHERLY LINE OF HIDDEN LAKE PHASE IV-B; THENCE ALONG THE WESTERLY EXTENSION OF SAID SOUTHERLY LINE S89°53'21"W, 29.98 FEET TO THE POINT OF BEGINNING.
CONTAINING 619 SQUARE FEET OR 0.014 ACRES, MORE OR LESS.

REFERENCE:

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	CITY OF PORT ORANGE, FLORIDA	11-7-17	17-1303
DESCRIPTION			

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: THE CITY OF PORT ORANGE, FLORIDA

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	NOVEMBER 7, 2017	17-1303 S.R.W.		JZ	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

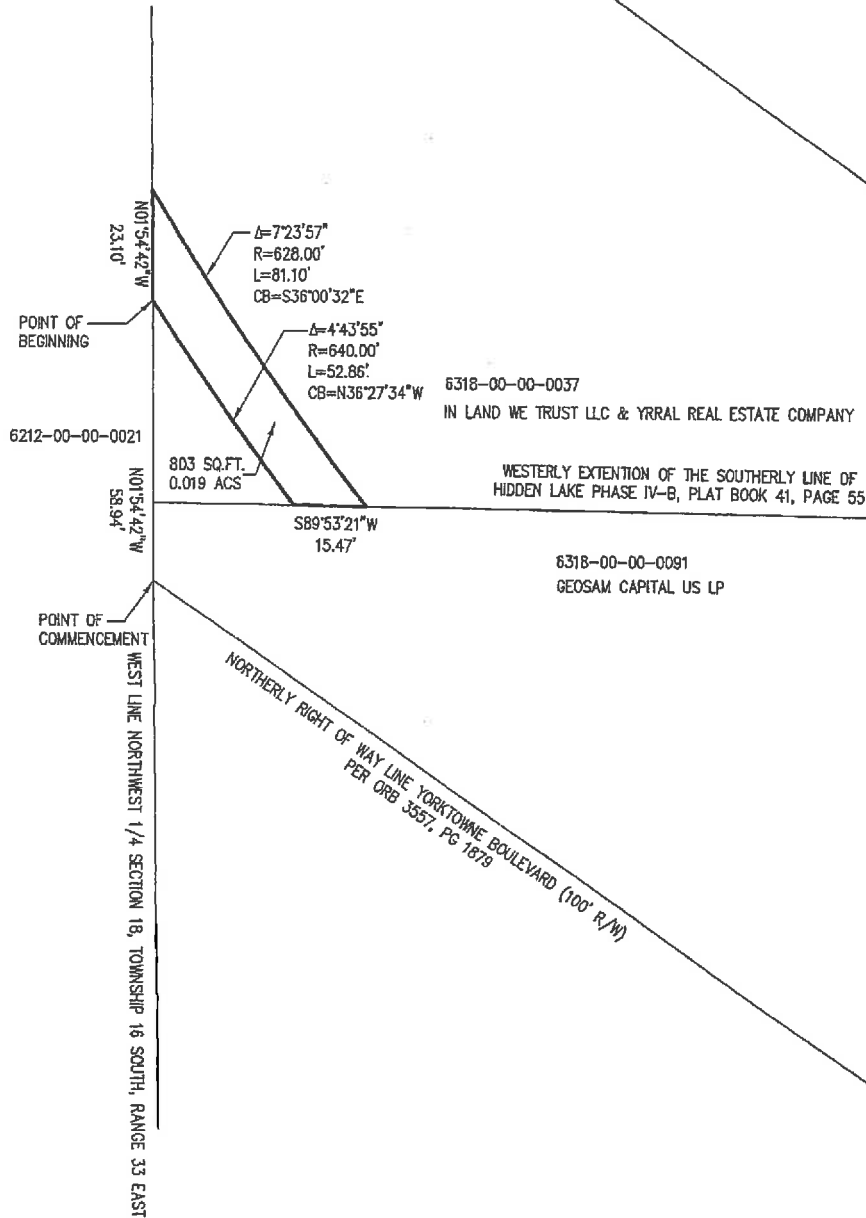
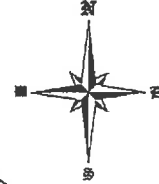
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PORT ORANGE, FL 32127

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SKETCH OF DESCRIPTION
NOT A BOUNDARY SURVEY
FOR: THE CITY OF PORT ORANGE, FLORIDA
DESCRIPTION: A PORTION OF SECTION
18, TOWNSHIP 16 SOUTH, RANGE 33
EAST. SEE SHEET 2 FOR LEGAL
DESCRIPTION

NORTH EASEMENT
JOB #17-1303

SCALE: 1"=30'

FIELD BOOK:

PAGE:

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
DA	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
ORB	OFFICIAL RECORDS BOOK
PG	PAGE
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



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TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	CITY OF PORT ORANGE, FLORIDA	11-7-17	17-1303
DESCRIPTION			

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: THE CITY OF PORT ORANGE, FLORIDA

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	NOVEMBER 7, 2017	17-1303 S.R.W.		JZ	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 46-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4946
STEVEN T. KRUGER, P.L.S. NO. 4722
C.D. VAN KLEEK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208



STAFF REPORT

Master Development Agreement and Conceptual Development Plan for the In Land We Trust PUD
CASE NO. 17-40000005

REQUEST: To approve the In Land We Trust Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for an existing PUD without an active MDA and CDP

OWNERS: In Land We Trust LLC & Yrral Real Estate Company

LOCATION: West of Hidden Lake Subdivision, north of Cornerstone Grove Subdivision

PLANNING COMMISSION DATE: December 14, 2017, Recommended Approval

CITY COUNCIL DATE: January 16, 2018

STAFF RECOMMENDATION: Approval

STAFF CONTACT: Tim Burman, Community Development Director (386) 506-5675

INTRODUCTION:

The proposed Master Development Agreement (MDA) and Conceptual Development Plan (CDP) is for an existing Planned Unit Development (PUD) without an active MDA or CDP (Exhibit 1). If approved, the property owners intend to develop the +/- .77-acre parcel located on the west side of the Hidden Lake Subdivision, north of the Cornerstone Grove Subdivision (Figure 1 - Location Map) with a detached single-family dwelling.

Figure 1. Location Map



The subject property was initially part of the Hunters Woods PUD. The City approved this PUD in 1998; however, the MDA was never recorded. The property has remained undeveloped and until a MDA and CDP are approved, executed, and recorded, the property has no permitted uses or building and lot dimensional requirements in effect.

Currently, the property's Future Land Use designation is *Suburban Residential* (2-4 units/acre) and its zoning of PUD foreshadows the intent that the property be developed for residential purposes. The Future Land Use and Zoning maps for the subject property and the adjacent properties are attached (Exhibit 2).

According to the Land Development Code (LDC), the proposed MDA constitutes a zoning document for the subject property establishing permitted uses and certain development requirements. A MDA and CDP does not grant approval of any specific development itself, but rather establishes parameters for how the property can be developed. Some flexibility from the standard code requirements is offered with the goal of creating a better-quality project. Specific development requirements listed the MDA and LDC will be finalized with the building permit.

The subject property is currently undeveloped. The property is adjacent to the Hidden Lake Subdivision; however, access to the streets in the subdivision would require the construction of a bridge, similar to the bridge over the canal between Thomas Drive (Willow Run Subdivision) and Esplande Avenue (Oakbrook Subdivision).

As part of the MDA, the property owner will be required to provide the City land for right-of-way for the extension of Yorktowne Boulevard and a 12-foot drainage and utility easement, as generally depicted on the CDP. Access to the property will then be provided through a single driveway stub from Yorktowne Boulevard. A driveway apron will be constructed up to the right-of-way line as part of the Yorktowne Boulevard improvements. Prior to the issuance of a Certificate of Occupancy for the single-family dwelling, the portion of Yorktowne Boulevard between Hidden Lake Drive and Willow Run Boulevard is to be a completed and open public right-of-way.

If approved, the proposed In Land We Trust MDA and CDP will provide the regulatory framework for the development of the subject property with a single-family dwelling. The general layout and lot improvements associated with single-family dwelling will comply with the all requirements of the Land Development Code (LDC) and the MDA.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The +/- 0.77-acre subject property is designated *Suburban Residential* (2-4 units/acre) on the City's Future Land Use Map (Exhibit 2). Specifically, the Comprehensive Plan states that the *Suburban Residential* category is generally characterized by detached or attached single-family homes on lots one quarter-acre in size or more. The overall density of the project is consistent with the Future Land Use designation of the property and with the intent of the underlying Future Land Use designation.

STAFF DEVELOPMENT REVIEW COMMITTEE REVIEW:

The Staff Development Review Committee (SDRC) has reviewed the proposed MDA and CDP and there are a few formatting comments that need to be addressed prior to this item being placed on a City Council Agenda.

RECOMMENDATION:

Staff recommends **approval** of the In Land We Trust PUD Master Development Agreement and Conceptual Development Plan, subject review by the City Attorney as to legal form and content.

ATTACHMENTS:

1. Exhibit 1 - In Land We Trust PUD Master Development Agreement and Conceptual Development Plan
2. Exhibit 2 - Current Zoning and Future Land Use Maps of the subject property and adjacent properties

**IN LAND WE TRUST PLANNED UNIT DEVELOPMENT
MASTER DEVELOPMENT AGREEMENT**

CITY OF PORT ORANGE, a Florida municipal corporation ("City"), and **IN LAND WE TRUST LLC & YRRAL REAL ESTATE COMPANY** ("Property Owner"), hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development (PUD), commonly known as "In Land We Trust", involves approximately # acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under the sole ownership of In Land We Trust & YRRAL Real Estate Company signatory to this Master Development Agreement (MDA). This MDA between the City and Property Owner shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The In Land We Trust PUD provides for a single-family residential development with a maximum of one (1) single-family residential lot.

3. DEVELOPMENT AGREEMENTS AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the "MDA") and the Conceptual Development Plan (the CDP"), attached as Exhibit "B", for the Property which generally depicts the planned features or improvements to the Property. Collectively, this MDA and the CDP for the property may be referred to as the "plan". Collectively, this MDA and the Conceptual Plan for the Property may be referred to as the "Plan". In the event of a conflict between the terms and provisions of the MDA and the graphic illustrations of the Conceptual Plan, the MDA shall control. If the MDA is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Plan. Unless otherwise specifically described within the MDA, final development and development permits for uses/structures within the PUD shall comply with regulations, ordinances, and resolutions in effect at the time of plan approval or permit application.

The parties acknowledge that compliance with the City's Land Development Code (the "LDC") may necessitate modification of the Conceptual Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Plan are not in conflict with the textual provisions of this MDA and any City ordinances not superseded by this MDA, the modifications shall be deemed "minor" and may be approved without formal amendment of this MDA. Minor modifications shall require City Administrative Official's written approval. If Developer is not satisfied with the suggested resolution of any problem or the decision by City Administrative Official categorizing the modification as minor or major, Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to City Council.

4. USAGE OF THE PROPERTY

The development of the property shall be used for residential purposes and developed with a maximum of one (1) single-family dwelling on the Property. The PUD will provide for a compatible residential development that is consistent with the surrounding land use pattern. Prior to development on the property, the Yorktowne Boulevard extension between Hidden Lake Drive and Willow Run Boulevard shall be completed and open to the public. Access to the proposed residential lot shall be provided through a single driveway stub from Yorktowne Boulevard

Prior to issuance of a building permit to construct a single-family dwelling, the property owner at that time shall provide a drainage maintenance easement extending 20' beyond the top of bank of the canal that bisects the Property. No structures, accessory structures, fencing, or landscaping shall be placed or installed within the drainage maintenance easement over the canal.

5. DIMENSIONAL REQUIREMENTS

Dimensional requirements for a dwelling and lot along with the lot configuration within the PUD are generally depicted on the CDP and listed below. The total number of single-family dwelling lots shall not exceed one (1) lot on the PUD property.

	Single-Family Dwelling
Minimum Living Area:	1,000 Sq. Ft.
Maximum Building Coverage:	35%
Minimum Open Space:	40%
Minimum Building Setbacks:	
Front:	30 Ft.
Side:	5 Ft.
Rear:	25 Ft.
Maximum Building Height:	35 Ft.

6. ROADS, SIDEWALK, AND CONNECTIVITY

Property Owner agrees to convey to the City land for right-of-way and provide a 12-foot Drainage & Utility Easement to the City concurrent with the Second Reading of this MDA. The right-of-way to be conveyed and Drainage & Utility Easement to be provided is generally depicted on Exhibit "C" attached hereto.

Access to the proposed residential lot shall be provided through a single driveway stub from Yorktowne Boulevard. A driveway apron, driveway, and sidewalk within the adjacent right-of-way will be constructed as part of the Yorktowne Boulevard improvements to the right-of-way line.

7. SANITARY WASTE, POTABLE WATER, AND RECLAIMED WATER

Development of the property shall comply with the requirements in the City's Land Development Code.

8. STORMWATER

Development of the property shall comply with the requirements in the City's Land Development Code and the rules and regulations of the St. Johns River Water Management District.

9. MAINTENANCE OF LOT

The owners of a lot in the PUD will be responsible for the upkeep and maintenance of their lot as required by the City's Land Development Code and Code of Ordinances.

10. ENVIRONMENTAL CONSIDERATIONS

The PUD shall comply with the tree preservation requirements of the City's Land Development Code. The Owner shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species. Compliance with City Environmental Protection Code may necessitate modifications to the Conceptual Plan.

11. EXPIRATION

The duration of this MDA shall not exceed ten (10) years from the date the portion of Yorktowne Boulevard between Hidden Lake Drive and Willow Run Boulevard is completed and is an open public right-of-way. Failure to comply with the schedule set out above shall cause this MDA to lapse unless the schedule is modified by mutual agreement of Developer and the City. Development shall be as defined by the LDC.

12. EFFECTIVE DATE

This MDA shall become effective upon recording in the Public Records of Volusia County, Florida.

13. AMENDMENTS

Amendments to this MDA, other than minor modifications to the Conceptual Plan, shall not be effective unless in writing and signed on behalf of the City and by all record title property owners of the land for which this amendment is to be applied.

Before amending this MDA, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the Planning Commission.

- A. Notice of intent to consider an amendment to this MDA shall be published by the City, at the Owner's cost, in a newspaper of general circulation and readership in Volusia County, Florida.
- B. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(C), Florida Statutes, as amended from time to time.
- C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
- D. The notices required above shall specify the location of the PUD Property, the location of the portion of the PUD Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
 - a. Changes in permitted, conditional, and/or prohibited uses proposed;
 - b. Changes in population densities proposed; and

- c. Changes in building intensities and/or heights proposed.
- E. The notices shall specify a place where a copy of the proposed amendment can be obtained.

14. CONFORMANCE WITH THE LAWS

The Owner agrees:

- A. To develop the property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property.
- B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at a public expense, and that Owner's successor's in title will be bound by Owner's commitments made in this MDA.
- C. To be bound by all City codes and ordinances that are not in conflict with provisions of the MDA.

15. ENFORCEABILITY

If any provision of this MDA is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this MDA unless the holding so states.

16. PRIOR AGREEMENTS

This MDA represents the complete understandings by and between the parties with respect to the development and continued use of the subject property. Any and all prior agreements between the parties with respect to any subject comprehended by this MDA is hereby voided and superseded by this MDA.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Exhibit "A"

18-16-33 TRIANG PARCEL IN W 253.43 FT OF N 304.2 FT OF NW 1/4 EXC HIDDEN LAKES PH
IV-13 MB 41 PG 55 PER OR 4343 PG 2705 PER OR 6182 PGS 2485-2486

DECEMBER 5, 2017
CASE NO. 17-40000005

02/19/14



34= MYAKKA FINE SAND
60= SMYRNA FINE SAND
8= BASINGER FINE SAND: DEPRESSIONAL
60= SMYRNA FINE SAND
49= POMONO FINE SAND

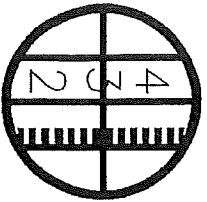
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SHEET INDEX:
CON1 COVER SHEET
CON2 CONCEPT PLAN

VOLUSIA COUNTY, FLORIDA

FOR REVIEW ONLY NOT FOR
CONSTRUCTION

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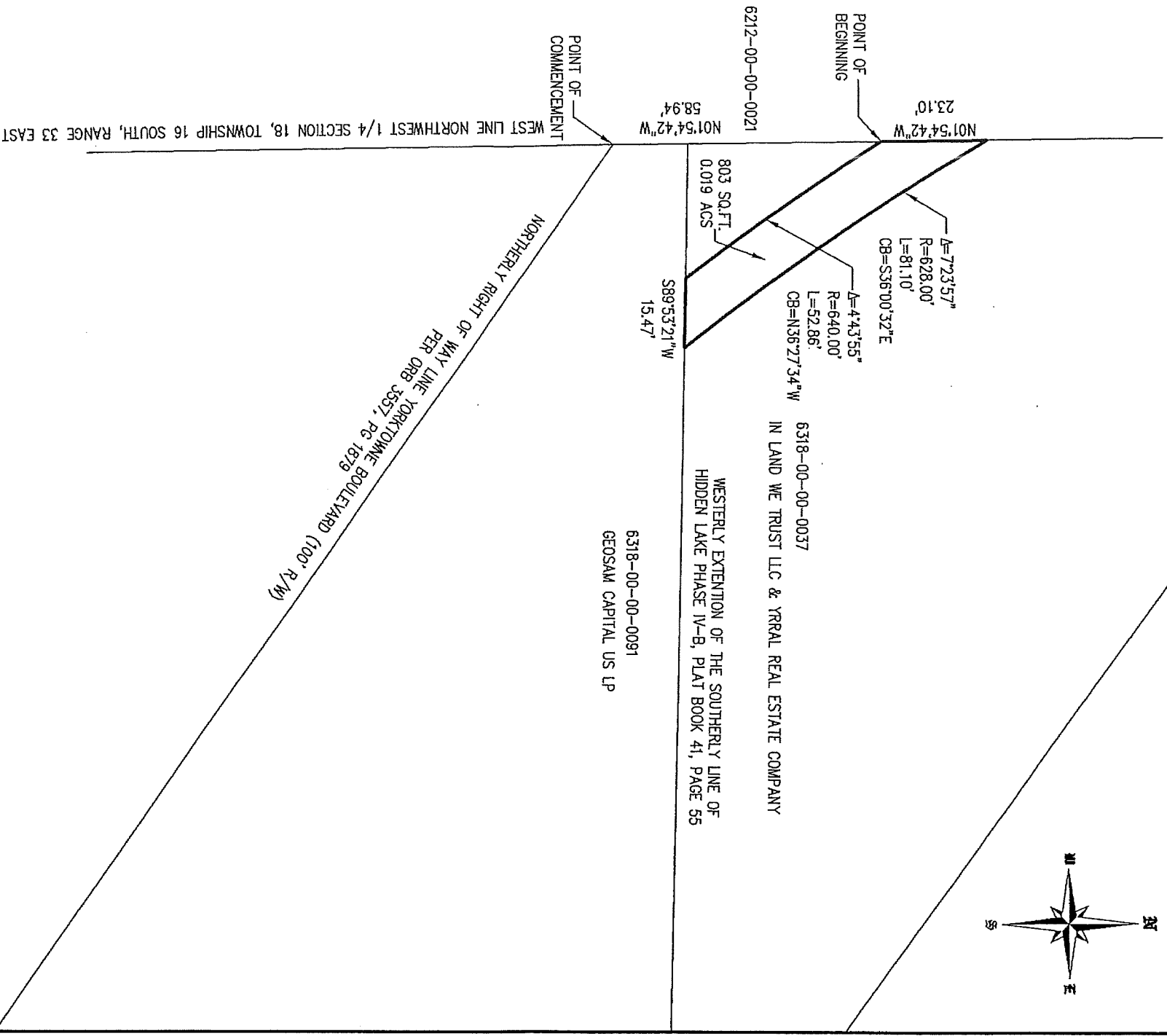
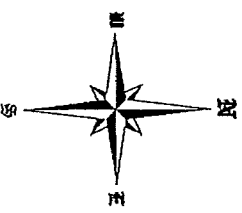
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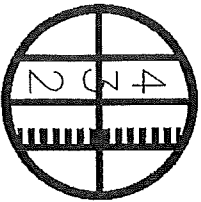
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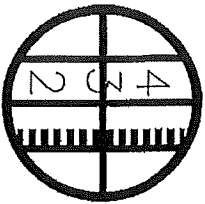
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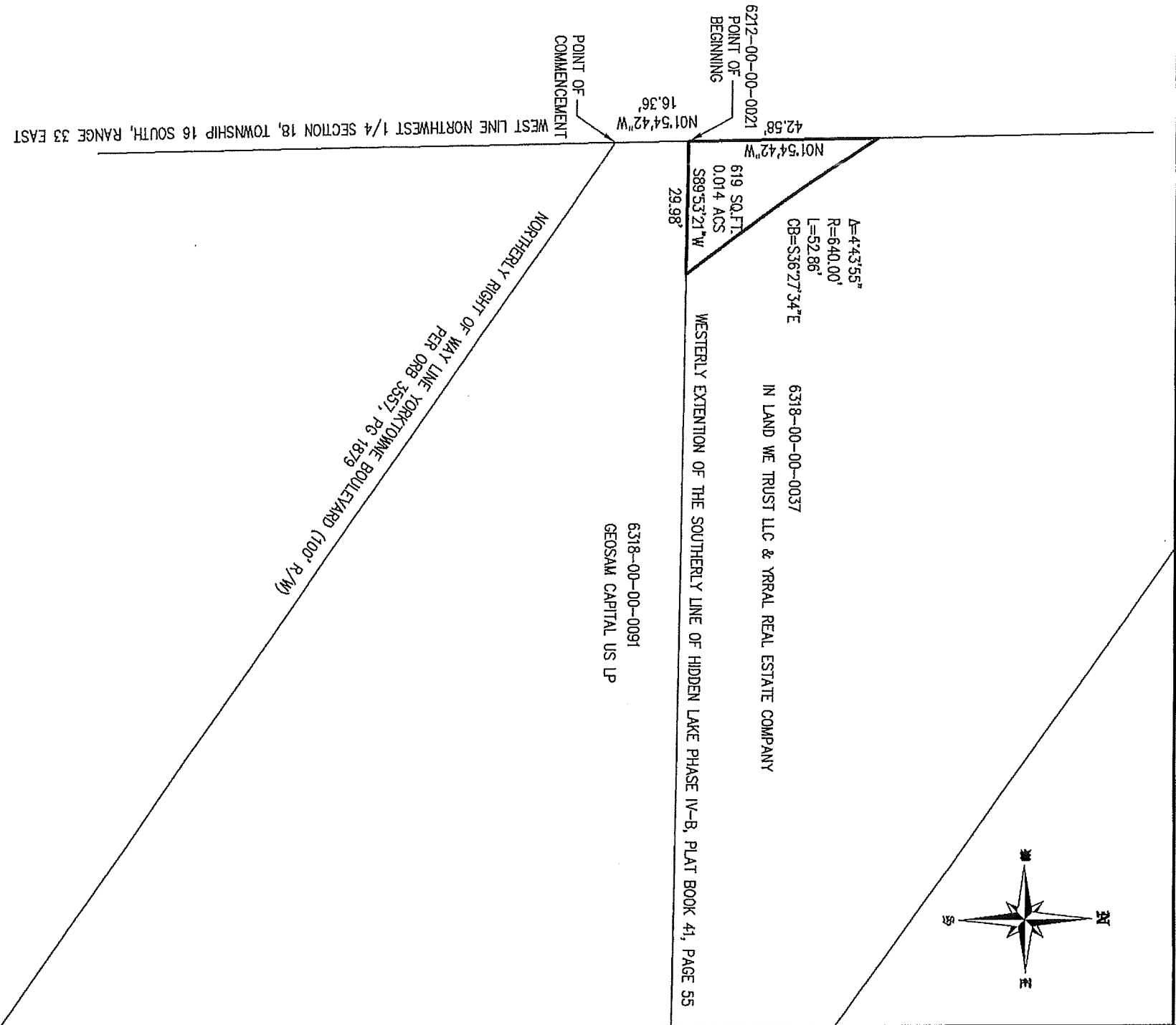
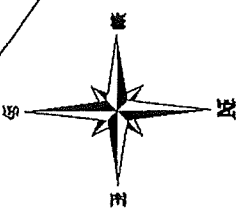
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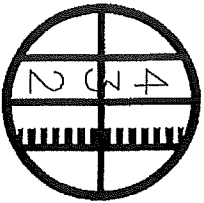
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3. BEARING STRUCTURE ASSUMED NORTH WITH THE BEARING ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST BEING N01°54'42"W.
4. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

DESCRIPTION (NORTH RIGHT OF WAY PARCEL)

A PORTION OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18 WITH THE NORTHERLY RIGHT OF WAY LINE OF YORKTOWNE BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3557, PAGE 1879, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N01°54'42"W ALONG SAID WEST LINE, 16.36 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN PLAT BOOK 41, PAGE 55, SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE N01°54'42"W, 42.58 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 04°43'55" AND A CHORD BEARING S36°27'34"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 52.86 FEET TO THE WESTERLY EXTENSION OF SAID SOUTHERLY LINE OF HIDDEN LAKE PHASE IV-B; THENCE ALONG THE WESTERLY EXTENSION OF SAID SOUTHERLY LINE S89°53'21"W, 29.98 FEET TO THE POINT OF BEGINNING. CONTAINING 619 SQUARE FEET OR 0.014 ACRES, MORE OR LESS.

REFERENCE:

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	CITY OF PORT ORANGE, FLORIDA	11-7-17	17-1303
DESCRIPTION			

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: THE CITY OF PORT ORANGE, FLORIDA

SKETCH OF DESCRIPTION	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
BOUNDARY SURVEY	NOVEMBER 7, 2017	17-1303 S.R.W		JZ	JZ
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

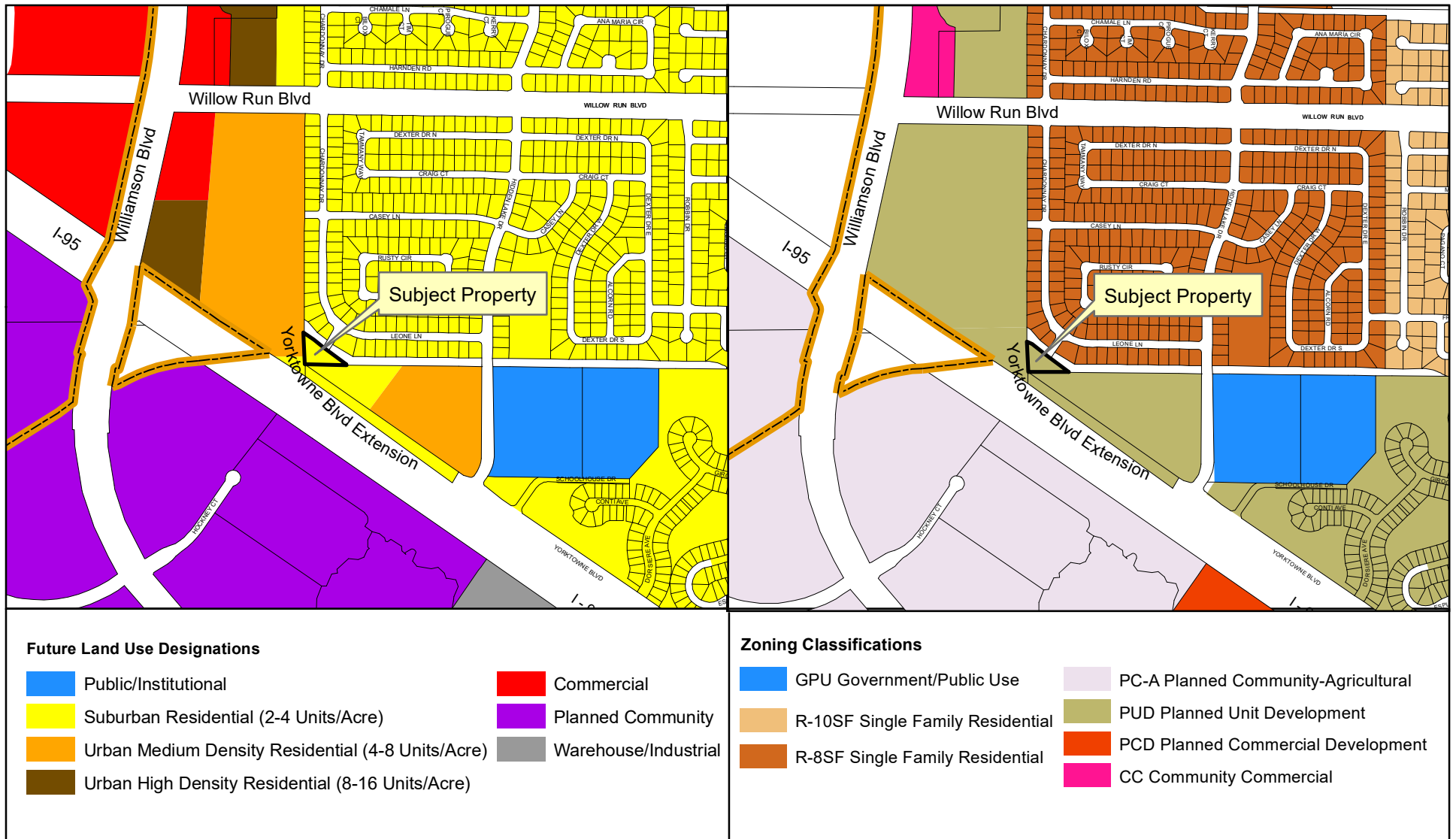


EXHIBIT 2

CASE NO. 17-40000005

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/06/2018

Consent item: No

SUBJECT: (G16b) Dedication of right-of-way for Yorktowne Boulevard

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to accept the Deed of Dedication, subject to legal review of executed dedication and legal description.

SUMMARY: The right-of-way dedication pertains to the area on the west side of a +/- .77-acre parcel, located on the west side of the Hidden Lake Subdivision, north of the Cornerstone Grove Subdivision. The property owner is giving the City a strip of land, located at the northwest corner of the site, for the Yorktowne Boulevard right-of-way. The property given to the City will become part of the Yorktowne Boulevard right-of-way. This additional right-of-way is needed to accommodate a possible re-alignment of the north segment of the Yorktowne Boulevard extension, to increase the distance between the Williamson Boulevard/Willow Run Boulevard and Yorktowne Boulevard/Willow Run Boulevard intersections (see map graphic).

There are two segments of Yorktowne Boulevard that remain to be constructed; the central segment and the north segment:

- The central segment is +/- 1,600 feet from Hidden Lake Drive, located at the south end of the former Nautica Lakes site, at the B-19 tributary crossing. The right-of-way for this segment has been dedicated to the City.
- The north segment is +/- 2,000 feet from the B-19 tributary crossing to Willow Run Boulevard. The right-of-way needed for this segment has not been dedicated to the City. The City and the landowners are working on the dedication of the right-of-way to allow the full extension of Yorktowne Boulevard to be completed from Hidden Lake Drive to Willow Run Boulevard, along with roadway design modifications for this segment to link to the City's plans.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Deed of Dedication	Deed of Dedication.pdf
2.	Location Map	Yorktowne Blvd. Alignment -deed of dedication exhibit CC 2-6-18.pdf

Melanie Schmotzer
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 01/19/2018
Approved - 01/19/2018
Approved - 01/29/2018
Approved - 01/31/2018
Final Approval - 01/31/2018

Prepared by:
Shannon K. Balmer,
Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

A portion of Parcel No. 6318-00-00-0037

{Space Above This Line For Recording Data}

Deed of Dedication (Right-of-Way)

This Deed of Dedication, is made and executed this _____ day of _____ A.D. _____, between **IN LAND WE TRUST, LLC, a Florida limited liability company** whose address is 354 Pinewood Rd., Ormond Beach, FL 32174 and **YRRAL REAL ESTATE COMPANY** whose address is P.O. BOX 265100, Daytona Beach, FL 32126, hereinafter referred to as, "Dedicator;" and **CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation**, of the County of Volusia in the State of Florida, post office address: Attn: City Manager, 1000 City Center Circle, Port Orange, FL 32129-4144, "City."

WITNESSETH:

That the said Dedicator, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Dedicator, in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby dedicate, release, remise, and quit-claim unto the City, its successors and assigns forever, for the purposes of a right-of-way for a public road and appurtenances, all that certain land lying and being in the County of Volusia, State of Florida, being more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, lien, equity, and claim whatsoever of the Dedicator, either in law or equity forever.

CITY, by accepting this Dedication, obligates itself to forever preserve and use the property dedicated herein for the purpose recited above, and such other public purposes deemed desirable by City.

AND the said Dedicator hereby covenants with City that the Dedicator is lawfully seized of said land in fee simple; that the Dedicator has good right and lawful authority to dedicate and convey said land; that the Dedicator does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said Dedicator has caused this *Deed of Dedication* to be executed on its behalf the day and year first written below.

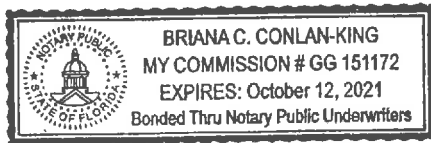
Signed, sealed and delivered in our presence:

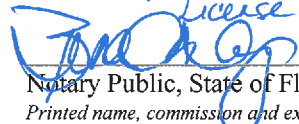

Printed Name: Lisam Ferrara-Rug


Printed Name: Briana Conlan-King

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25th day of January, 2018, by Emilio Cirelli as Manager of IN LAND WE TRUST, LLC, a Florida limited liability company. He is personally known to me OR has produced FL Driver License as identification.




Briana Conlan-King
Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

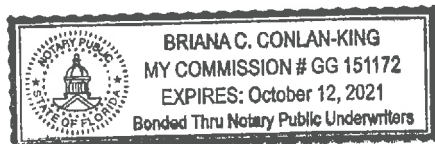
Signed, sealed and delivered in our presence:


Printed Name: Lisam Ferrara-Rug


Printed Name: Briana Conlan-King

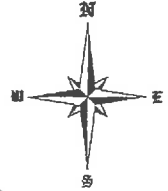
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25th day of January, 2018, by Larry Mullins as president of YRRAL REAL ESTATE COMPANY, a Florida corporation. He is personally known to me OR has produced FL Driver License as identification.




Briana Conlan-King
Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

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www.sligerassociates.com

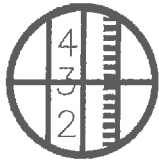


N01°54'42"W
 23.10'
 POINT OF BEGINNING
 6318-00-00-0037
 IN LAND WE TRUST LLC & YRRAL REAL ESTATE COMPANY
 Δ=7°23'57"
 R=628.00'
 L=81.10'
 CB=S36°00'32"E
 Δ=4°43'55"
 R=640.00'
 L=52.86'
 CB=N36°27'34"W
 803 SQ.FT.
 0.019 ACS
 N01°54'42"W
 58.94'
 POINT OF COMMENCEMENT
 WEST LINE NORTHWEST 1/4 SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST
 6318-00-00-0091
 GEOSAM CAPITAL US LP
 S89°53'21"W
 15.47'
 NORTHERLY RIGHT OF WAY LINE YORKTOWNE BOULEVARD (100' R/W)
 PER ORB J557, PG 1679

PAGE:

U.S.C. & G.S.

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD

PORT ORANGE, FL. 32127

(386) 761-5385

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www.sligerassociates.com

SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE ASSUMED NORTH WITH THE BEARING ON THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST BEING N01°54'42"W.
4. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

DESCRIPTION (NORTH EASEMENT)

A PORTION OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 18 WITH THE NORTHERLY RIGHT OF WAY LINE OF YORKTOWNE BOULEVARD, A 100 FOOT WIDE RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 3557, PAGE 1879, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N01°54'42"W ALONG SAID WEST LINE, 58.94 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE N01°54'42"W, 23.10 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 628.00 FEET, A CENTRAL ANGLE OF 07°23'57" AND A CHORD BEARING S36°00'32"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 81.10 FEET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN PLAT BOOK 41, PAGE 55, SAID PUBLIC RECORDS; THENCE ALONG THE WESTERLY EXTENSION OF SAID SOUTHERLY LINE S89°53'21"W, 15.47 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF 04°43'55" AND A CHORD BEARING N36°27'34"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 52.86 FEET TO THE POINT OF BEGINNING. CONTAINING 803 SQUARE FEET OR 0.019 ACRES, MORE OR LESS.

REFERENCE:

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
SKETCH OF	CITY OF PORT ORANGE, FLORIDA	11-7-17	17-1303
DESCRIPTION			

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: THE CITY OF PORT ORANGE, FLORIDA

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	NOVEMBER 7, 2017	17-1303 S.R.W.		JZ	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 64-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.S. NO. 34772
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208



Williamson Boulevard

Willow Run Boulevard

Chardonnay Lane

PROPOSED
ALIGNMENT

CURRENT
ALIGNMENT

Hidden Lake
Subdivision

Leone Lane

GENERAL AREA OF
DEED OF DEDICATION

Cornerstone
Grove Subdivision
(Under Construction)

Hidden Lake Drive

Horizon
Elementary
School

RAYDON



Yorktowne Boulevard

Existing
Yorktowne Blvd.

Oakbrook
Subdivision



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/06/2018

Consent item: No

SUBJECT: (G17) Second Reading - Ordinance No. 2018-2 - Six Month Extension to the Moratorium on the issuance of permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the rights-of-way of the City of Port Orange

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-2.

SUMMARY: On August 1, 2017, the City Council adopted Ordinance No. 2017-22 establishing a moratorium on the issuance of permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services within the City's rights-of-way. This moratorium was necessitated by the State Legislature's adoption of the Advanced Wireless Infrastructure Deployment Act which allows certain wireless facilities to be located within the rights-of-way.

The moratorium is set to expire on February 1, 2018. City staff needs additional time to review the draft ordinance prepared by outside counsel, and to allow for a review and comment session with leaders in the telecom industry. The proposed ordinance will extend the moratorium for an additional six (6) months; however, the moratorium will be lifted as soon as the new regulations are adopted.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2018-2	Ord. No. 2018-2.pdf
----	----------------------	---------------------

Robin Fenwick

Created/Initiated - 01/25/2018

ORDINANCE NO. 2018-2

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; EXTENDING THE EXISTING MORATORIUM ON THE ISSUANCE OF PERMITS FOR CONSTRUCTION OF WIRELESS FACILITIES, COMMUNICATION TOWERS, WIRELESS SUPPORT STRUCTURES, AND OTHER COMMUNICATIONS FACILITIES USED IN SUPPORT OF WIRELESS SERVICES WITHIN THE RIGHTS-OF-WAY OF THE CITY OF PORT ORANGE; PROVIDING FOR THE DURATION OF THE EXTENSION; PROVIDING FOR INTERPRETATION; PROVIDING DEFINITIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 1, 2017, the City Council adopted Ordinance No. 2017-22 establishing a moratorium to allow the Community Development Department and Public Utilities Department to review the City's regulations related to wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services located within City rights-of-way is needed to ensure effectiveness; and

WHEREAS, said review was necessitated in part due to the newly established Advanced Wireless Infrastructure Deployment Act (the "Act") recently passed by the State Legislature and signed into law by the Governor; and

WHEREAS, the City Council has determined that additional time is necessary to complete the review of existing regulations and adopt new regulations consistent with the Act; and

WHEREAS, the City Council hereby determines that the regulations under review are of such gravity that issuing any permit for construction of wireless facilities, communication towers, and/or wireless support structures in the City of Port Orange would in all probability undermine the recommendations of the Community Development Department and Public Utilities Department for revisions to the regulations set forth in the Code of Ordinances; and

WHEREAS, to protect, preserve, and effectuate the public safety and welfare, the City Council finds that an extension of the existing moratorium on the receipt of applications for and the issuance of any permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the City of Port Orange is necessary for a limited duration and until regulations are codified in the Code of Ordinances to address the concerns referenced above; and

WHEREAS, specific authority for this ordinance includes but is not limited to Article VIII, Section 2, Florida Constitution of 1968; Chapters 163 and 166, Florida Statutes; and Sections 163.3161, 163.3194, 163.3201, and 337.401, Florida Statutes; and

WHEREAS, City Council has determined that an extension of the moratorium for an additional six (6) months in duration is the minimum reasonable period of time needed to complete the review of this issue and determine what amendments or modifications are needed; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Purpose and Intent.

The foregoing "WHEREAS" clauses are hereby ratified and affirmed as being true and correct and are incorporated herein by reference.

Section 2. Definitions.

For the purposes of this Ordinance, the words and terms herein shall have the same meanings as respectively ascribed to them in Chapter 2 of the Land Development Code of the City of Port Orange, and the Advanced Wireless Infrastructure Deployment Act, unless the context requires otherwise.

Section 3. Extension of Moratorium.

a. The Code of Ordinances is hereby amended by extending the existing moratorium on the issuance of any permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in rights-of way located within the City of Port Orange. For purposes herein, the term, "development order," shall have the same meaning as that set forth in Section 163.3164, Florida Statutes.

b. Applications for issuance of permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in rights-of-way located within the City of Port Orange shall be considered pursuant to the following requirements:

- (1) Applications received on or after the effective date of the Advanced Wireless Infrastructure Deployment Act (July 1, 2017) may be received and reviewed. However, no permits shall be issued in violation of the moratorium on the issuance of permits for construction of wireless facilities,

communication towers, wireless support structures, and other communications facilities used in support of wireless services in the City's rights-of way. Staff is hereby authorized to deny or reject any such applications for permits if a response is required by governing law. If amendments to the Code of Ordinances are adopted by the City Council on or before the expiration of the moratorium that revise the substantive or procedural legal requirements regarding the construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the City's rights-of-way, any application not approved for issuance of a permit on or after the date of this ordinance, but before the expiration of the moratorium, shall be required to comply with the new substantive or procedural legal requirements.

c. The extension of the existing moratorium imposed by Ordinance No. 2017-22 shall expire within 6 months of the adoption of this Ordinance by the City Council, or the adoption of an ordinance amending the Code of Ordinances regarding the regulation of the construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the City's rights-of-way, whichever event shall first occur. The moratorium shall be deemed to be in effect over all of the geographic area of the City now existing or which may be hereafter annexed during the pendency of the moratorium which comprises the City's rights-of-way. This ordinance shall be deemed to be pending on applications for construction of wireless facilities, communication towers, wireless support structures, and

other communications facilities used in support of wireless services in the City's rights-of-way, within the meaning of the term "pending ordinance" as that term is used in Smith v. City of Clearwater, 403 So.2d 407 (Fla. 1981).

d. During the pendency of this moratorium the City Manager and the Community Development Director shall proceed in good faith to undertake a planning study to determine appropriate amendments to development related ordinances, if any.

e. The Community Development Director shall make interpretations of this ordinance.

f. To fulfill the City's obligations to continue uninterrupted provision of public works, fire safety, law enforcement, emergency management, emergency medical services, and municipal water, wastewater, gas, and electric utility operation, it is clarified that this moratorium will not apply to the construction, installation, maintenance and replacement of facilities within the public rights-of-way that are strictly for governmental purposes.

Section 4. Conflicting Ordinances.

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

Section 5. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 6. Codification.

It is the intention of the City Council for the City of Port Orange, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word “ordinance” may be changed to “section”, “article” or other appropriate designation.

Section 7. Effective Date.

This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved:

Matthew J. Jones, Deputy City Attorney