REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

APRIL 7, 2015

AGENDA

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

A. OPENING

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

B. PUBLIC HEARING

4. First Reading - Ordinance No. 2015-11 – Rezoning and Approving the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for Palmetto Pointe Marketplace PCD, east side of Clyde Morris Blvd., south of Madeline Ave.
5. Land Development Code (LDC) Text Amendments as part of the effort to update the LDC
   a. First Reading - Ordinance No. 2015-12 – Land Development Code Text Amendments updating Chapters 3, 5, 6, 15 and 19
   b. First Reading - Ordinance No. 2015-13 – Land Development Code Text Amendments updating Chapters 2 and 15
   c. First Reading - Ordinance No. 2015-14 – Land Development Code Text Amendments updating Chapters 16, 17, and 18
6. Woodland Center Replat and Subdivision Improvement Agreement located at 1590 Dunlawton Avenue, CASE NO. 14-50000004

C. AGENDA APPROVAL

D. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

7. Library Advisory Board Appointment

8. Environmental Advisory Board Appointment

E. CITIZEN PARTICIPATION (Agenda)

9. Laurence Churchill - water billing issue
10. Update from Team Volusia EDC Representative

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

G. COUNCIL COMMENTS

11. Comments/Concerns from Council Members

H. TABLED ITEMS

12. Architectural Service for remodeling Cypress Head Club House (RFSQ 15-04) **(Item Tabled on March 3, 2015)**

I. CONSENT AGENDA

13. Approval of Minutes
    a. March 17, 2015 - Regular City Council Meeting
    b. March 31, 2015 - Council Workshop
14. February 2015 Project Manager's Financial Report
15. Transfer of K9 Bella to Her Handler
16. Resolution No. 15-22 - Dedicating Summertrees Road as a Public Right-of-Way.
17. Resolution No. 15-24 - Revised FIND Grant resolution, to include roadway and parking construction for Riverwalk Park Kayak/Canoe Launch.
18. Award of Bids and Contracts
    a. Contract extension with Shelley's Environmental Systems for Biosolids Management Services
    b. Approve Purchases Exceeding $25,000 from Southern Coast K9
    c. Approval of Task Authorization No 1 and 2 under the Contract for Engineering Services for Kimley-Horn and Associates
    d. Piggyback Volusia County Contract for Street Resurfacing
19. Pistol Range and Training Facility Use Agreements
20. Short Term Bus Bench Contract extension with Waverly Media
21. Addendum No. 4 Change Order No. 2, Quentin L. Hampton Associates, Inc. Contract for Inspection Services
22. Stormwater Maintenance Progress
23. Historic Tree Removal Request - 3 Raintree Drive

24. Proposed Right-of-Way License Agreement – 434 North Willow Avenue
25. Bike Week After Action Report
26. Intracoastal Waterway Master Plan - Authorization to Submit Grant Request

J. REGULAR AGENDA

27. First Reading - Ordinance No. 2015-15 - Amending Section 14-26 of the City Code to adopt the most current International Property Maintenance Code (IPMC).
28. Kemper Sports Management, Inc. Contract Addendum and Budget Modification
29. Appropriation of unused funds from Cambridge Canal Stabilization Project Phase II
30. City Gateway Signage

K. COMMENTS

31. City Attorney Comments
    a. Citizen request for Legal explanation regarding City Charter Section 3.04 (b) - City Council interference with administration
32. Interim City Manager Comments

L. COUNCIL COMMITTEE REPORTS

33. City Council Committee Reports
    a. River to Sea TPO Board - Meeting held 3/25/15
    b. General Employee's Pension Board - Meeting held 3/23/15
    c. YMCA - Meeting held 3/18/15

M. ADJOURNMENT

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

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

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-11 – Rezoning and Approving the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for Palmetto Pointe Marketplace PCD, east side of Clyde Morris Blvd., south of Madeline Ave.

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-11 to rezone +/- 17.7 acres from Planned Unit Development (PUD) to Planned Commercial Development (PCD) and approve the Palmetto Pointe Marketplace Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

SUMMARY: Planning Commission Action (2/26/15):

Ø Recommended Approval (7-0) to rezone +/- 17.7 acres from Planned Unit Development (PUD) to Planned Commercial Development (PCD).
Ø Recommended Approval (4-3) of the Master Development Agreement and Conceptual Development Plan including two variances for off-site signage.

The applicant is requesting to rezone +/- 17.7 acres from Planned Unit Development (PUD) to Planned Commercial Development (PCD) and approval of the Palmetto Pointe Marketplace Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located on the east side of Clyde Morris Blvd., south of Madeline Ave. The staff report is attached for more information.

If approved, the Palmetto Pointe Marketplace MDA and CDP will provide the regulatory framework for subdivision of the subject property into 6 commercial lots along with associated infrastructure and stormwater improvements. The applicant intends to develop a +/- 42,000 square-foot grocery store along with a +/- 9,600 square-foot multi-tenant commercial building on Lots 1 and 2. There are also four outparcel lots proposed along Clyde Morris Boulevard but there are no proposed uses for Lots 3, 4, 5, and 6 at this time.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Staff Report.pdf
2.	Ordinance No. 2015-11	Ordinance No. 2015-11.pdf

Burman, Tim	Created/Initiated - 03/20/2015
Clark, Wayne	Approved - 03/24/2015
Roberts, Margaret	Approved - 04/02/2015
Harden, David	Final Approval - 04/02/2015

STAFF REPORT
PCD Rezoning/Palmetto Pointe Marketplace MDA and CDP
CASE NO. 14-65000001

REQUEST:	Rezone 17.7 acres from Planned Unit Development (PUD) to Planned Commercial Development (PCD) and approve the Palmetto Pointe Marketplace Master Development Agreement (MDA) and Conceptual Development Plan (CDP).
LOCATION:	Southeast corner of Clyde Morris Blvd. and Madeline Ave.
OWNER:	Palmetto Pointe LLP
APPLICANT:	Gatlin Development Company Inc.
PLANNING COMMISSION RECOMMENDATION:	**Approval** (7-0) to rezone +/- 17.7 acres from Planned Unit Development (PUD) to Planned Commercial Development (PCD). **Approval** (4-3) of the Master Development Agreement and Conceptual Development Plan including two variances for off-site signage.
STAFF RECOMMENDATION:	PCD Rezoning – Approval MDA and CDP – Approval, subject to approval of the Policy Consideration for the off-site signage
STAFF CONTACT:	Tim Burman, Planning Manager (386) 506-5675
CITY COUNCIL DATE:	April 7, 2015

The applicant proposes to rezone 17.7 acres (Exhibit A) from Planned Unit Development (PUD) to Planned Commercial Development (PCD) and approval of the Palmetto Pointe Marketplace Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located on the east side of Clyde Morris Boulevard, south of Madeline Avenue (Figure 1). The property is currently undeveloped.

Figure 1. Location of the Proposed Palmetto Pointe Marketplace PCD Area

CONSISTENCY WITH THE COMPREHENSIVE PLAN:
The subject property is designated *Commercial* and *Office/Residential Transition* on the City's Future Land Use Map (Exhibit B). As shown on Exhibit B, the majority of the 17.7-acre property has a Future Land Use designation of *Commercial.*

Specifically, the *Commercial* Future Land Use designation is intended to provide for uses such as; shopping centers, retail stores, restaurants, automobile service facilities, personal services, offices, and similar uses.

The City has planned for and designated commercial nodes at intersections of major roads in the Future Land Use Element of the Comprehensive Plan. In this case, the subject property is part of a Community Commercial Node located around the intersection of Clyde Morris Boulevard and Madeline Avenue (Exhibit C). The node type was determined based on the classification of the adjacent roadways and size of the surrounding neighborhoods.

For over 10 years, the Future Land Use designation for the +/- 10 acres at the southeast corner of Clyde Morris Boulevard and Madeline Avenue has been *Commercial* and remaining acreage of the subject site has had combination of *Office/Residential Transition and High Density Residential* Future Land Use designations.

DEVELOPMENT PROPOSAL:
If approved, the Palmetto Pointe Marketplace MDA and CDP will provide the regulatory framework for the development of the subject property. The applicant intends to develop a +/- 42,000 square Walmart Neighborhood Market grocery store along with a +/- 9,600 square-foot multi-tenant commercial building. There are also four outparcel lots proposed along Clyde Morris Boulevard but there are no proposed uses for Lots 3, 4, 5, and 6 at this time.

The following discussion will focus on the significant aspects of the proposed MDA and CDP (Exhibit D) such as the use, size and development impacts.

General Site Layout:
The proposed development will be accessed from Clyde Morris Boulevard and Madeline Avenue. The property will be developed with cross-access easements between the lots and the adjacent vacant property south of the subject property to provide an internal network for vehicles and pedestrians. The proposed development will abut to but not have any access drives onto Bruner Road. The commercial development will be located near the front half of the PCD area. The area between the east boundary line of Lot 1 and Bruner Road will be developed with stormwater ponds or remain natural.

Subdivision:
The subject property is proposed to be subdivided into 6 lots and 5 tracts. For the proposed plat, the lots are property to be developed with commercial uses and the tracts are for stormwater improvements (Tract D), preservation areas (Tract E), and common driveways to support the subdivision. The majority of the infrastructure (water, sewer, drainage, driveway, etc.) for the overall project will be developed in one phase. This phase will include the construction of the primary shopping center property (Lots 1

and 2), all of the necessary infrastructure for Lots 1-6, an 8' sidewalk along Madeline Avenue, 5' sidewalk along the west side of Bruner Road, and turn lane improvements on Madeline Avenue and Clyde Morris Boulevard (See Figure 2).

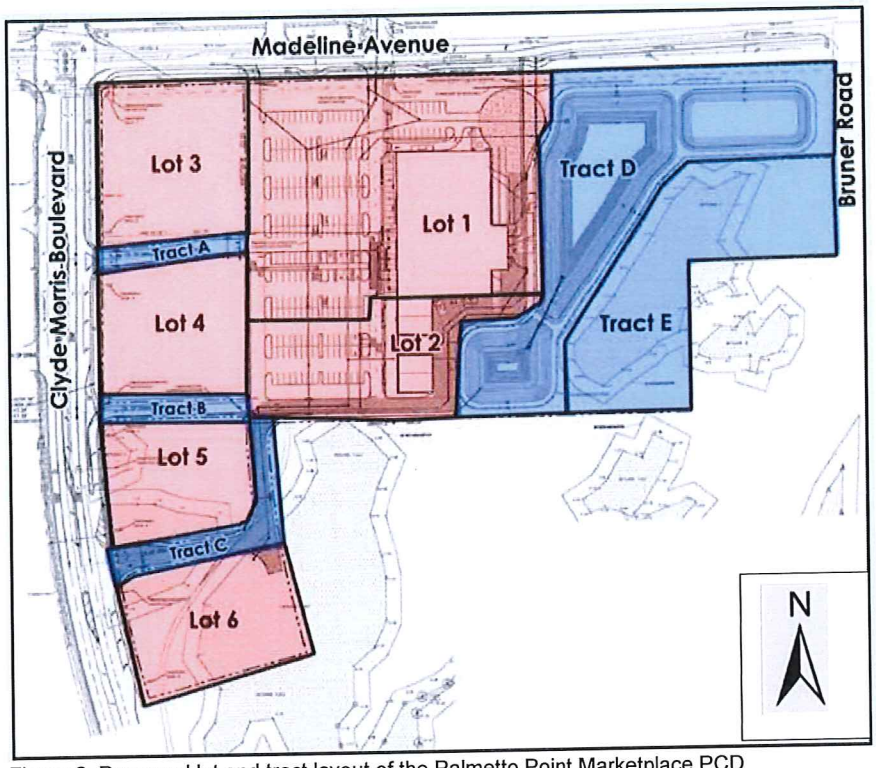


Figure 2. Proposed lot and tract layout of the Palmetto Point Marketplace PCD

Development of Lots 3, 4, 5, and 6 will require separate site plan approval, but they can be developed at any time, and in any order, after the necessary infrastructure to support these lots has been constructed or bonded. There are no proposed uses for Lot 3, 4, 5, and 6 at this time.

Landscaping/Screening:
The proposed development will comply with the landscape requirements of the City's Land Development Code (LDC) such as rights-of-way buffers, foundation plantings, screening of service areas for any of the proposed buildings, parking lot landscaping, and tree preservation.

On the concept plan, a minimum 8-foot tall screen wall is shown to be installed along the north side of Lot 1, adjacent to Madeline Avenue, to screen the truck turn around and service area for the Walmart Neighborhood Market grocery store. The applicant intends to use a combination of a screen wall and landscaping to screen the areas from the adjacent residential subdivision (Southwinds) and from vehicles traveling on Madeline Avenue. Existing and new landscaping will be used along Bruner Road to screen the rear of the buildings on Lots 1 and 2 from the adjacent residential subdivisions.

Water, Sewer, and Reclaimed Water:
The proposed development will comply with the requirements of the LDC for improvements related to water, sewer, and reclaimed water service.

Stormwater:
The stormwater drainage infrastructure for this project will be in the form of a retention pond (Tract D). The stormwater drainage design will be reviewed with the submittal of the site plan and subdivision plans. Per the LDC, the applicant will be required to construct on-site stormwater facilities, designed to accommodate and treat the runoff from a 25-year, 24-hour storm event and convey the runoff from a 100-year, 24-hour storm event without causing flooding or pollution of receiving water bodies. In addition, there must be no net loss of stormwater retention function as a result of development; therefore, the subdivision property must have the same ability to store and discharge water after development as it does before development occurs.

The drainage area shown on the CDP will provide stormwater drainage for the entire 17.7-acre property (Lots 1-6) and will also be required to meet the stormwater requirements of the St. Johns River Water Management District. As part of PCD Zoning application, finial drainage plans are not required. The LDC requires approval of the drainage plan with the subdivision or site plan application.

Architecture:
As described in the MDA, the architectural style of the buildings, accessory structures, screen walls, and site furnishings will be designed with a common architectural theme (Florida Vernacular). However, in order to achieve the desired architectural diversity, buildings that are individually connected may vary in their expression of design details, but will share common proportions, massing and other elements to tie them together visually. A formal review of the architectural design will occur with each of the site plans to verify compliance with the MDA and the LDC.

Parking/ Project Access:
Parking will be provided as required by the LDC. The total number of parking spaces and design of the parking lots will be reviewed with the submittal of the site plans. Vehicles will enter/exit the project via the proposed access drives located off Clyde Morris Boulevard and Madeline Avenue (see Figure 3 on Page 5). When the property is subdivided, cross-access easements will be recorded to provide an internal network for vehicles and pedestrians.

The two-way access drive on Madeline Avenue (driveway furthest east from the intersection of Clyde Morris Boulevard and Madeline Avenue) will be constructed with a left turn lane to minimize the impact on westbound traffic when a vehicle is making a left turn into the site. The second access drive off Madeline Avenue (driveway closest to the intersection of Clyde Morris Boulevard and Madeline Avenue) will be designed as a right-in only driveway.

The proposed driveways on Clyde Morris Boulevard will have right turn deceleration lanes. In addition, the main driveway on Clyde Morris Boulevard (between Lot 5 and 6) is proposed to be a full access drive and includes a left turn lane for vehicles traveling

southbound on Clyde Morris Boulevard to turn into the site. The driveway closest to the intersection of Clyde Morris Boulevard and Madeline Avenue is proposed to be right-in/right-out driveway. The driveway located between Lot 4 and 5 will be designed as a right-in driveway.

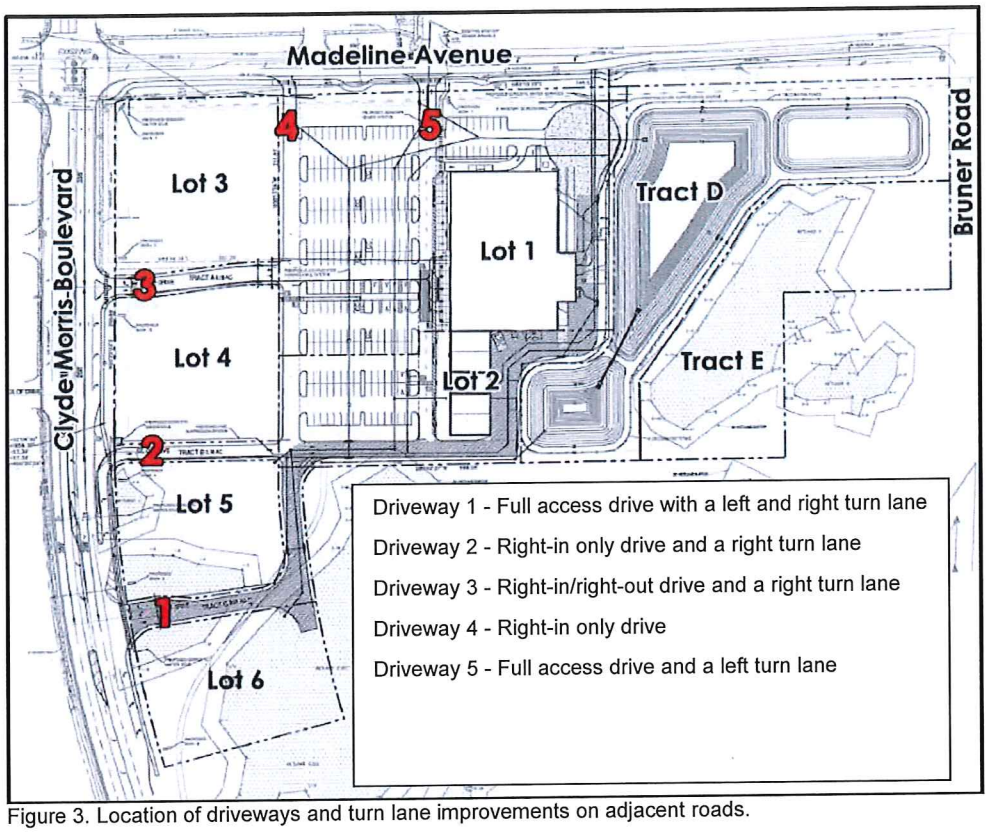


Figure 3. Location of driveways and turn lane improvements on adjacent roads.

The applicant has meet with Volusia County about the driveway locations on Clyde Morris Boulevard and an official application has not been submitted. At this time Volusia County has not issued a use permit for the proposed driveways on Clyde Morris Boulevard. However, according to the applicant, Volusia County has not indicated any comments on the proposed location of the Clyde Morris Boulevard driveways. Prior to constructing the driveways on Clyde Morris Boulevard, a Volusia County Use Permit will have to be issued.

Traffic:

All site plan submittals for the six lots will be required to comply with the City's Concurrency Management requirements in the LDC. Traffic studies may be required for proposed developments on these lots. If required, the study will have to be submitted at the time site plans are reviewed to fully assess the impacts of the proposed development on the surrounding roadway network and to identify any improvements that might be needed. Similar to other developments within the City, the developer may be required to enter into a Fair-Share and Concurrency Agreement with the City to pay for part of the scheduled improvements for any impacted areas.

According to the latest traffic counts for and Clyde Morris Boulevard and Madeline Avenue, there is sufficient capacity on these roads for traffic estimated to be generated by future development of this property (Table 1).

Table 1. Roadway Capacity

Roadway Segment	*Maximum Capacity Vehicles per day**	*Current Vehicles per day**	*Remaining Capacity Vehicles per day*	Remaining Capacity %
Clyde Morris Blvd. from N. City Limits to Madeline Ave.*	35,820	20,800	+15,020	42%
Clyde Morris Blvd. from Madeline Ave. to Willow Run Blvd.*	35,820	20,000	+15,820	*44%*
Madeline Ave. from Clyde Morris Blvd. to Long Grove Ln.**	35,820	9,440	+26,380	*73%*
Madeline Ave. from Nova Rd. to Clyde Morris Blvd.**	12,744	6,640	+6,104	*48%*

**** Source: Volusia County Traffic Engineering, 2013***
***** Source: City of Port Orange Public Works, 2014***

Signage:
As described in the MDA, wall signage and monument signs for the lots along Clyde Morris Boulevard (Lots 3, 4, 5, and 6) will comply with the requirements of the City's LDC. The applicant is proposing two additional monument signs on Lots 3 and 5 that would be permitted to identify any businesses in the PCD boundary area (Lots 1-6). The proposed off-site signs on Lots 3 and 5 would be in addition to the on-site signs to identify the tenants located on Lots 3 and 5.

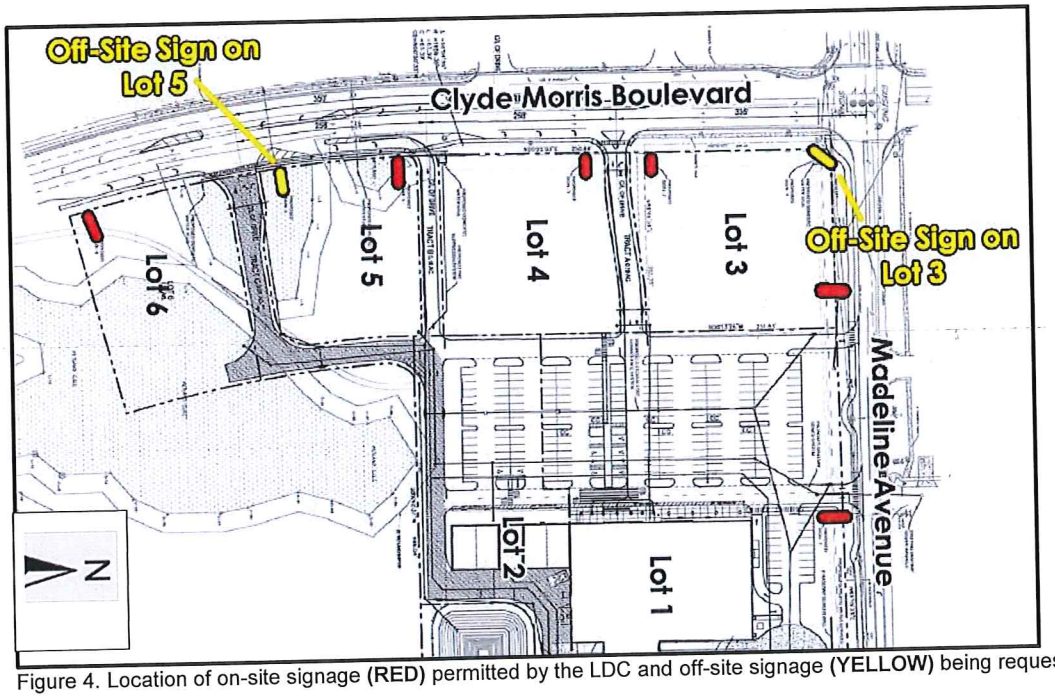


Figure 4. Location of on-site signage **(RED)** permitted by the LDC and off-site signage **(YELLOW)** being requested in the MDA

Policy Issue: The applicant is requesting to have off-site multi-tenant signs on Lot 3 and Lot 5 to identify tenants within the PCD property. 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. According to the applicant, the off-site signage is requested due to the configuration of the proposed lot layout and to advertise tenants at the intersection of Clyde Morris Boulevard and Madeline Avenue.

1. Off-site signage on Lot 5: The proposed sign would be located along Clyde Morris Boulevard, north of the main driveway on Lot 5. The sign would identify the businesses located on Lot 1 or 2. The proposed sign could have up to 84 square feet of sign area and up to 5 tenant panels.

   According to the applicant, the off-site signage is being requested due to the configuration of the proposed lot layout. Access to Lots 1 and 2 will be from Clyde Morris Boulevard; however, the proposed lot configuration does not provide Lots 1 and 2 with frontage onto Clyde Morris Boulevard. Access to Lots 1 and 2 from Clyde Morris Boulevard will be from driveways located in separate Tracts. The driveways are located in tracts because they serve the entire PCD property and are to be maintained by the Property Owners Association.

   The applicant considered extending Lots 1 and 2 to Clyde Morris Boulevard and that would have allowed a sign between Lots 3 and 4 and between Lots 4 and 5 but ultimately preferred to put one sign between Lots 5 and 6 where the main driveway from Clyde Morris Boulevard is located. However, this is considered off-site signage and cannot be permitted without PCD policy approval. If Lots 1 and 2 were configured to include Tract A and B, a sign for each of the lots could be installed along Clyde Morris Boulevard. Lot 1 would be allowed a sign with 48 square feet of sign area and Lot 2 would be allowed a sign with 56 square feet of sign area that could be divided into 4 tenant panels.

   If Lots 1 and 2 were extended to Clyde Morris Boulevard there would be 6 monument signs along Clyde Morris Boulevard. However, based on the proposed lot configuration and requested off-site sign there would be 5 monument signs along Clyde Morris Boulevard. Therefore, the proposed lot configuration would result in a net decrease in the number of signs that could be along Clyde Morris Boulevard (Table 2).

Table 2. Comparison of Signs along Clyde Morris Boulevard

	Number of signs with all lots having Clyde Morris Blvd. frontage	Number of signs with proposed lot configuration
Lot 1	1	0
Lot 2	1	0
Lot 3	1	1
Lot 4	1	1
Lot 5	1	2
Lot 6	1	1
Total # of Signs	**6**	**5**

An example of a similar sign to the one proposed is the sign installed in front of Starbucks and Chipotle on Dunlawton Avenue. This sign has 84 square feet of sign area, 5 tenant panels, and off-site advertisement for Lowes. This off-signage was approved through a PCD because Lowes did not have any frontage on Dunlawton Avenue after the outparcel was created.

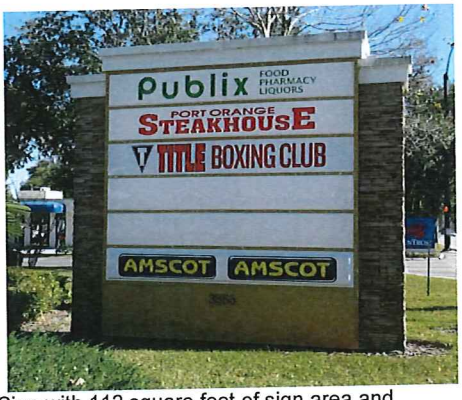
Sign with 84 square feet of sign area and 5 tenant panels

Staff supports the request for a net decrease in signs to allow the off-site sign on Lot 5 due to the unique lot layout and location of the access drives

2. Off-site signage on Lot 3: The proposed sign would be located at the intersection of Clyde Morris Boulevard and Madeline Avenue and would be permitted to identify any business located in the PCD property. The applicant has requested a sign that could have up to 112 square feet of sign area and display up to 6 tenants.

   According to the applicant the "shopping center" sign is being requested to allow any tenant within the PCD to be advertised at the intersection. The tenant signage would be in addition to signage allowed by the LDC. The applicant has indicated the requested sign is to provide additional identification for the tenants within the center at the intersection because a majority of the tenants will is located south of the intersection. The intent of the sign is to alert customers traveling south on Clyde Morris Boulevard and east on Madeline Avenue of the upcoming center and businesses within the center.

   The LDC allows for these types of "shopping center" signs for centers with unified ownership and multiple tenants, such as Dunlawton Square, Park Place Plaza, and Country Side Mall. However, this development does not meet that standard. The requested sign would be similar in size and number of panels to signs at these shopping centers and would provide additional signage for tenants with signs already on either Clyde Morris Boulevard or Madeline Avenue. Staff does not support this request for an additional sign.



Sign with 112 square feet of sign area and 6 tenant panels

If approved, the proposed off-site signs on Lots 3 and 5 will be designed to meet the height, sign area and design requirements in the LDC. No deviations are requested for the dimensional requirements or number and size of tenant panels.

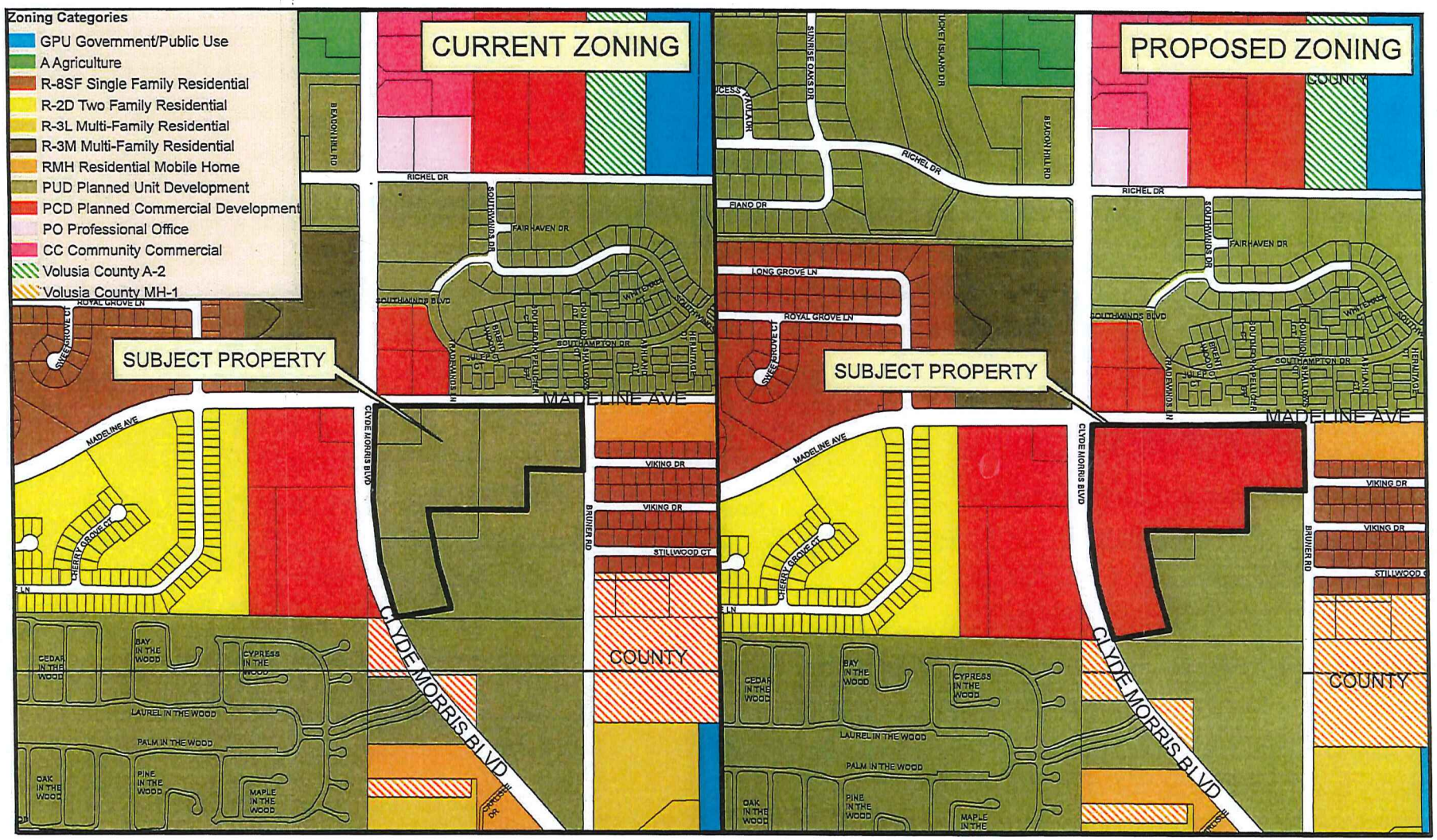
RECOMMENDATION:
Staff recommends approval of the Rezoning to Planned Commercial Development (PCD), the Master Development Agreement and Conceptual Development Plan for the Palmetto Pointe Marketplace PCD subject to the following:

1. Policy direction on the off-site signage request on Lot 3;
2. Policy direction on the off-site signage request on Lot 5; and
3. Review and approval by the City Attorney's Office for legal form and content.

ATTACHMENTS:

1. Exhibit A – Current and Proposed Zoning Map
2. Exhibit B – Current Future Land Use Map
3. Exhibit C – Figure 1-9 Commercial Node Location Map from the Comprehensive Plan
4. Exhibit D – See Ordinance for the Palmetto Pointe Marketplace MDA and CDP

EXHIBIT "A"

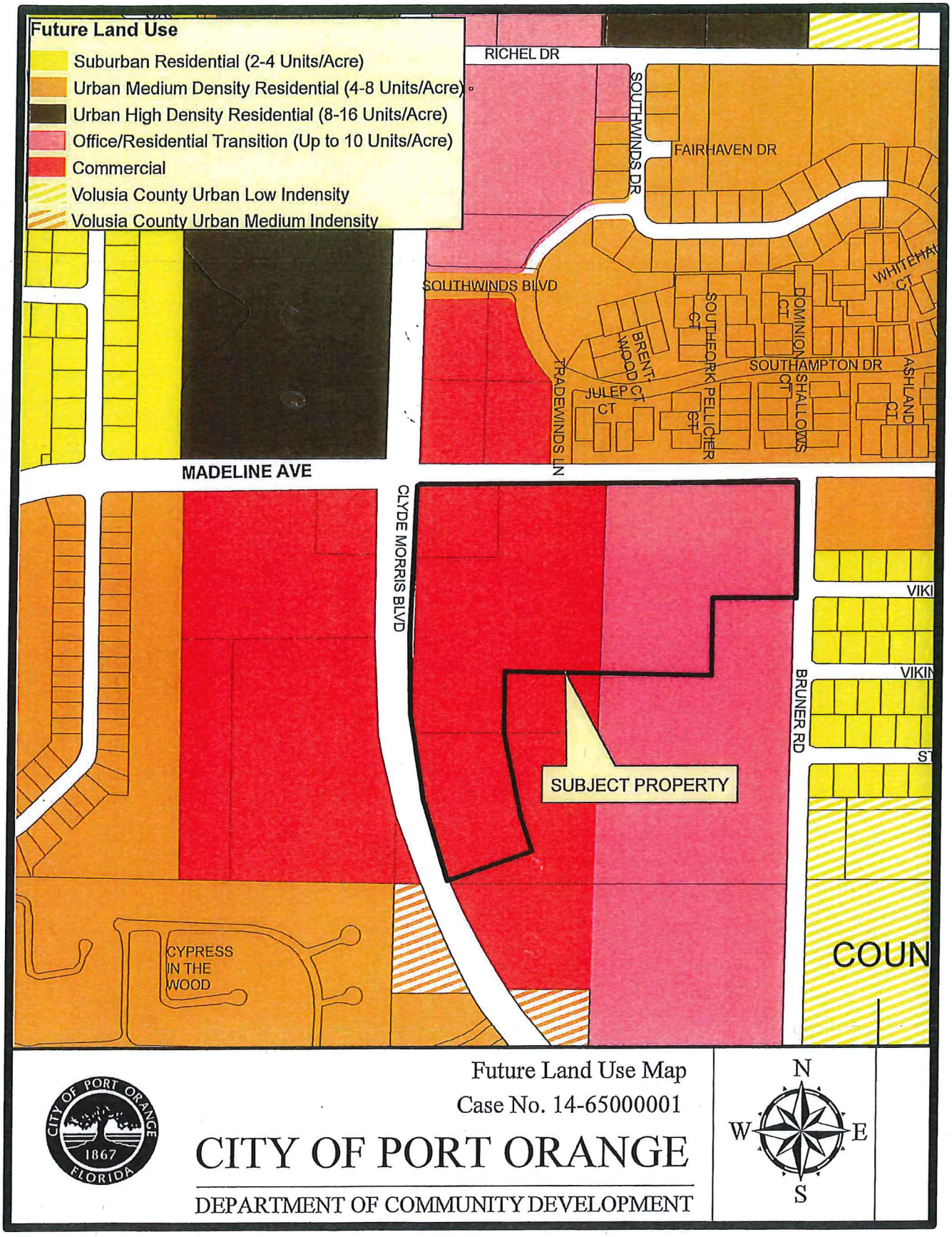


Case No. 14-65000001

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

Exhibit "B"



Future Land Use Map
Case No. 14-65000001

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

EXHIBIT "C"

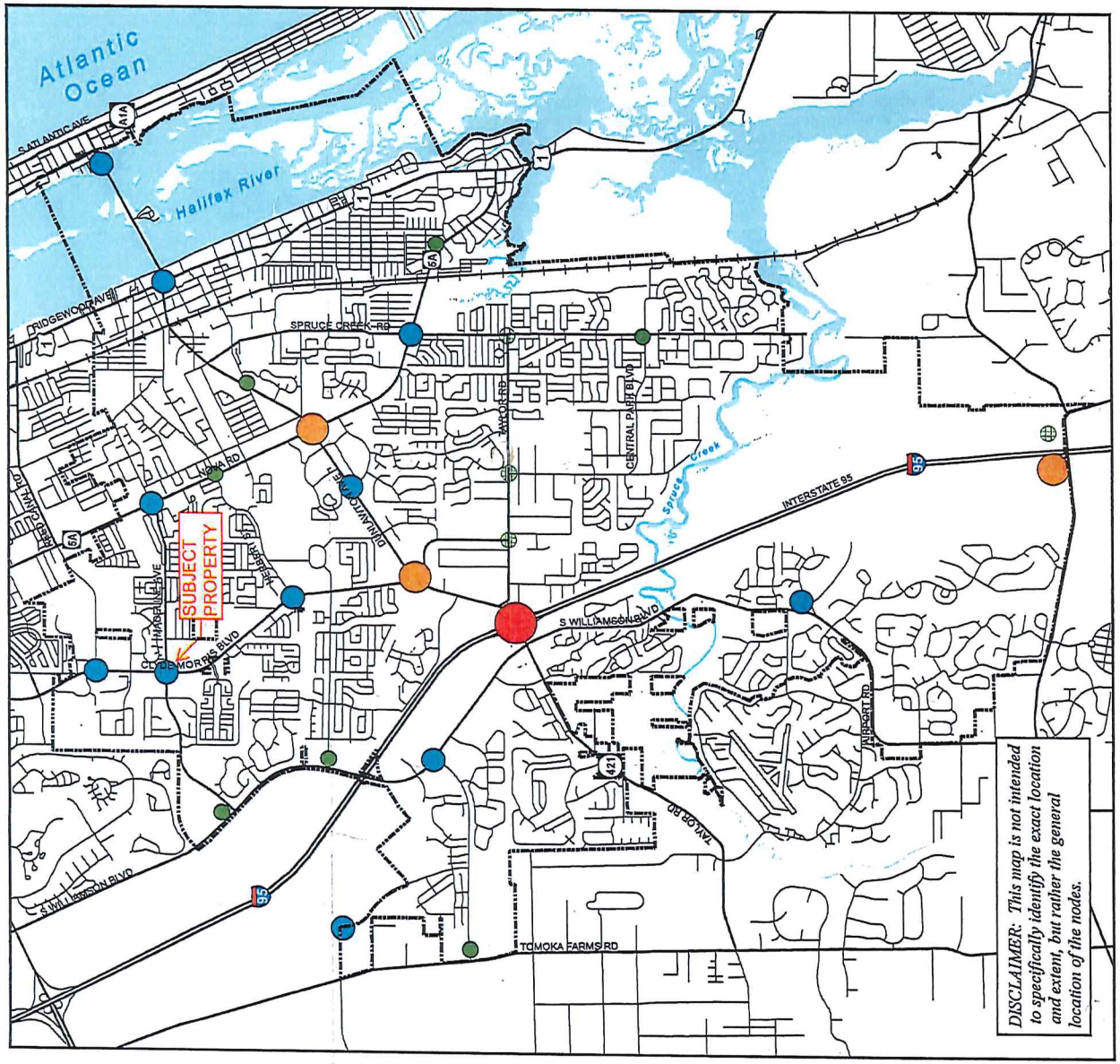


FIGURE 1 - 9

General Location of Commercial Nodes

Legend

- Potential Future Neighborhood Commercial Node
- Neighborhood Commercial Node
- Community Commercial Node
- Sub-Regional Commercial Node
- Regional Commercial Node
- City Boundary

City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development July 2010

ORDINANCE NO. 2015-11

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY 17.7 ACRES LOCATED AT THE SOUTHEAST CORNER OF CLYDE MORRIS BOULEVARD AND MADELINE AVENUE FROM PUD (PLANNED UNIT DEVELOPMENT) TO PCD (PLANNED COMMERCIAL DEVELOPMENT) AND APPROVING A MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR THE PALMETTO POINTE MARKETPLACE PCD; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property to be rezoned consists of approximately 17.7 acres located at the southeast corner of Clyde Morris Boulevard and Madeline Avenue from PUD (Planned Unit Development) to PCD (Planned Commercial Development); and

WHEREAS, the City and Developer desire to enter into a Master Development Agreement for Palmetto Pointe Marketplace PCD; and

WHEREAS, the developer submitted a request to the Planning Commission to approve a Master Development Agreement for Palmetto Pointe Marketplace PCD; and

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

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed Master Development Agreement (MDA) and Conceptual Development Plan (CDP) subject to resolution of outstanding staff comments; and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the following described property from Planned Unit Development (PUD) to PCD (Planned Commercial Development).

Section 2. The property rezoned consists of approximately 17.7 acres located at the southeast corner of Clyde Morris Boulevard and Madeline Avenue more particularly described on **Exhibit "1"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas classification as shown on **Exhibit "2"** attached hereto.

Section 4. The City Council of the City of Port Orange does hereby approve the Palmetto Pointe Marketplace Master Development Agreement, attached hereto as **Exhibit "3"**.

Section 5. The Mayor and City Manager are hereby authorized to execute said Master Development Agreement for Palmetto Pointe Marketplace on behalf of the City of Port Orange.

Section 6. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 7. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of 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 8. This ordinance shall become effective immediately upon adoption.

_____
MAYOR ALLEN GREEN

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: _____
Assistant City Attorney

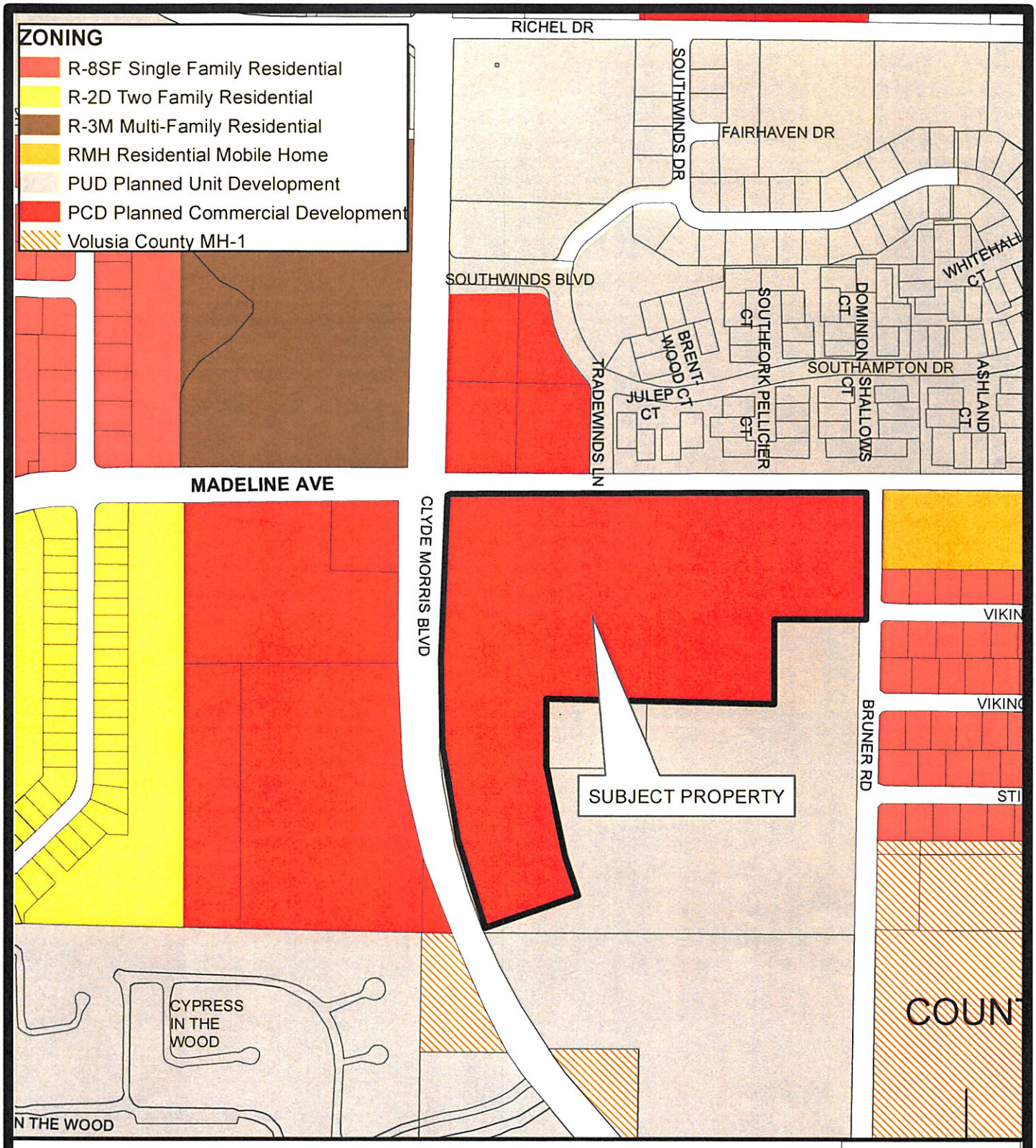
Exhibit "1"

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE RUN S00°15'37"W ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 2620.11 FEET; THENCE RUN S89°15'33"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A DISTANCE OF 1322.84 FEET; THENCE RUN S00°17'28"W, A DISTANCE OF 67.03 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MADELINE AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUE S00°17'28"W ALONG THE WEST RIGHT OF WAY LINE OF BRUNER ROAD, A DISTANCE OF 324.62 FEET; THENCE RUN S89°47'55"W, A DISTANCE OF 246.60 FEET; THENCE RUN S00°12'05"E, A DISTANCE OF 253.42 FEET; THENCE RUN S89°42'37"W, A DISTANCE OF 668.36 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 44.50 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°11'39", AN ARC DISTANCE OF 72.38 FEET, HAVING A CHORD BEARING OF S43°06'47"W AND A CHORD DISTANCE OF 64.66 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1575.61 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°34'31", AN ARC DISTANCE OF 345.82 FEET, HAVING A CHORD BEARING OF S09°46'18"E AND A CHORD DISTANCE OF 345.12 FEET; THENCE RUN S75°05'45"W, A DISTANCE OF 283.80 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD, SAID POINT BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1859.36 FEET; THENCE FROM A RADIAL BEARING OF N74°07'01"E, RUN NORTHERLY ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°24'44", AN ARC DISTANCE OF 532.61 FEET, HAVING A CHORD BEARING OF N07°40'37"W AND A CHORD DISTANCE OF 530.79 FEET; THENCE CONTINUE N00°25'03"E ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 476.01 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°50'30", AN ARC DISTANCE OF 38.76 FEET, HAVING A CHORD BEARING OF N44°50'18"E AND A CHORD DISTANCE OF 35.00 FEET, TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE; THENCE RUN N89°15'33"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A DISTANCE OF 1218.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.724 ACRES, MORE OR LESS.

Exhibit "2"



CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

Exhibit "3"

MASTER DEVELOPMENT AGREEMENT
PALMETTO POINTE MARKETPLACE PLANNED COMMERCIAL DEVELOPMENT

THIS PALMETTO POINTE MARKETPLACE PLANNED COMMERCIAL DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between the City of Port Orange, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter "City"); and Palmetto Pointe LLP, a Florida Limited Liability Company, having a mailing address of 101 SE 2nd Place, Ste. 202, Gainesville, FL 32601 (hereinafter "Owner"); and GDC Port Orange, LLC, a Florida limited liability company (as successor-in-interest to Gatlin Development Co., Inc., a California corporation), having a mailing address of 888 E. Las Olas Blvd., Ste. 600, Ft. Lauderdale, FL 33301 (hereinafter "Contract Purchaser"). Parties hereby agree and covenant and bind their successors and assigns as follows:

1. **THE PROPERTY:**
   The property that is subject to this Master Development Agreement (hereinafter "Agreement") consists of approximately 17.724 acres of real property located in the SE quadrant of the intersection of Clyde Morris Boulevard and Madeline Avenue, within the municipal limits of the City of Port Orange and further described on **Exhibit "A"**, which is attached hereto and by reference made a part hereof (the "Property").

2. **CONFORMANCE WITH COMPREHENSIVE PLAN:**
   The City has determined that the Property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City, and that the uses proposed are consistent with the City's comprehensive plan as of the date of adoption of this Agreement enacting the zoning provided herein.

3. **DEVELOPMENT:**
   The Property shall generally be developed as a multi-use commercial project with grocery and pharmacy sales as well as general commercial retail, restaurants (with or without drive-thrus), service shops, offices, banks/financial institutions (with or without drive-thrus) and convenience store with fuel use, as depicted on the Conceptual Development Plan (CDP) prepared by Lochrane Engineering, Inc. and dated February 2, 2015, which is attached hereto and incorporated herein as **Exhibit "B"** and as more particularly described herein. The plat of the Property (Palmetto Pointe Marketplace) shall be completed prior to any development within the PCD.

4. **DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN:**
   A. Development of the Property shall be controlled by the terms and conditions of this Agreement and the CDP, which is attached hereto and incorporated herein as **Exhibit "B"**. The CDP generally depicts the planned layout of improvements to the Property. Collectively, this Agreement and the CDP for the Property may be referred to as the "Plan". In case of conflict between any textual provision of this Agreement and the CDP, the textual provision of this Agreement shall control. If the Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the terms and provisions of the Plan shall control. If the Plan fails to address a particular subject or code requirements, the requirements of the applicable City ordinance(s) as defined by the City's Land Development Code ("LDC"), shall control.
   B. In the event modifications to comply with the LDC are required, and modifications to the CDP are not in conflict with the textual provisions of this Agreement and LDC requirements not superseded by this Agreement, the modifications shall be deemed "minor" and may be approved without formal amendment of this Agreement. All other modification shall be deemed "major" and shall require formal amendment of this Agreement. Minor modifications shall require the written approval by the Administrative Official,

who is defined in the LDC. If the Owner is not satisfied with the suggested resolution or the decision of the City Administrative Official categorizing the modifications as minor or major, the Owner may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

5. **PERMITTED USES:**

Permitted uses shall be those allowed in the City of Port Orange's Community Commercial (CC) Zoning District, as may be amended from time to time.

6. **DIMENSIONAL REQUIREMENTS:** The Property shall be subject to the following dimensional requirements:

Maximum Building Coverage per Individual Lot: 35%
Minimum Open Space: 30% (Open Space is allowed to be cumulative for the Property)
Minimum Lot Width (except Lots 1 and 2) – 150'
Minimum Lot Width for Lots 1 and 2 – 0'
Minimum Lot Area – 22,500 SF
Min Building Setbacks
- Clyde Morris Boulevard– 20'
- Madeline Avenue – 20'
- Side – 15'
- Side (between Lots 1 and 2) – 0'
- Rear - 25'

Maximum Building Height: 45'
One Way Driveway Width - 12'
Two Way Driveway Width - 24'

7. **MAINTENANCE:**

The Contract Purchaser and Owner shall enter into an agreement to govern the continued and perpetual maintenance of certain commons areas and stormwater facilities located on the Property in accordance with the LDC, this Agreement, and an instrument entitled "Easements with Covenants and Restrictions" to be approved by City and recorded in the Official Records of Volusia County.

8. **LANDSCAPE BUFFER AND OPAQUE SCREENING:**

A. All landscape buffers, foundation landscaping, vehicular use/parking landscaping, supplemental landscaping, and tree preservation, shall be developed in compliance with the Land Development Code (LDC).

B. The truck receiving area, bale and pallet storage area, and service areas in the rear of the building on Lot 1 shall be screened from public view by means of a wall or opaque fence that is no less than 6' in height.

C. The rights-of-way buffer along Bruner Road and Madeline Avenue (east of the full access driveway) will be designed to comply with the requirements of the LDC. These perimeter buffers will be left in their natural state as required by the LDC. In addition, the Developer shall install additional landscape materials or opaque screening to establish a minimum six-foot high visual barrier. Those portions of the perimeter buffer consisting of landscaping shall be made up of any combination of hedges, trees or berms which shall provide a complete visual barrier within two years after installation and shall be comprised of evergreen shrubs and trees such as Viburnum, Holly, Bamboo, Magnolia, Cabbage Palms, and or other species approved by the City.

9. ARCHITECTURAL/DESIGN STANDARDS:

A. All buildings and accessory structures on the Property shall be developed in compliance with the requirements of the LDC.

B. All building and accessory structures constructed within the Property shall be developed consistent with a mutually compatible architectural theme of Florida Vernacular. The architectural theme shall be established by harmoniously coordinating the general appearance of all buildings and related structures.

C. All structures within the Property shall complement one another and shall convey a sense of quality and permanence.

Any use on Lots 3, 4, 5, or 6 with a drive-thru window shall have its drive-thru window oriented toward the interior of the Property. All drive-thru facilities must be designed to match the principal structure with regards to finishes, materials, color and architectural style.

10. PUBLIC UTILITIES AND STORMWATER MANAGEMENT:

A. Public utilities shall be designed to meet the City's specifications and requirements of the LDC and City Standard Construction Details.

B. Stormwater shall be retained on-site unless otherwise specified in herein. The Owner shall comply with the LDC, City Standard Construction Details and the rules and regulations of the St. John's River Water Management District concerning storm water drainage. The Owner shall provide all required easements to the City over the proposed retention area and related stormwater structures.

C. The Owner intends to provide sanitary sewer service to the Property by connecting via gravity system to the existing City-owned lift station located at Madeline Avenue and Tradewinds Lane.

11. SIGNAGE:

A. Except as otherwise set forth in the CDP or this Agreement, the signage for the Property shall be in compliance with the terms set forth in the LDC.

B. In addition to the signage allowed on Lot 3 by the LDC, an off-site sign to advertise any tenant or business within the Property is permitted. The maximum sign area allowed on such signage is 112 SF and is limited to 6 panels on each side. The design and height requirement of such off-site sign shall comply with the LDC.

C. In addition to the signage allowed on Lot 5 by the LDC, an off-site sign to advertise any tenant or business located on Lot 1 or Lot 2 is permitted. The maximum sign area allowed is 84 SF and is limited to 5 panels on each side. The design and height requirement of such off-site sign shall comply with the LDC.

12. CONSTRUCTION SEQUENCING :

A. All required subdivision improvements for the proposed 6-lot and 5-tract subdivision of the Property (as depicted on the plat of Palmetto Pointe Marketplace) will be constructed as shown on the site plan approved by the City.

B. Each lot will be developed through an individual site plan designed according to the LDC and this Agreement.

13. ENVIRONMENTAL CONSIDERATIONS:

A. Both during and after construction, the Owner shall use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The PCD shall comply with the tree preservation requirements of the City's LDC with regard to preservation of trees and vegetation to remain.

B. The Owner shall comply with all rules, statues, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Fish and Wildlife Commission. Compliance with the City Environmental Preservation Code may necessitate modification of the CDP.

14. EFFECTIVE DATE AND EXPIRATION:

A. This Agreement shall be effective upon recording by the City at the Owner's expense in the public records of Volusia County, Florida. The Second Reading of the Ordinance for re-zoning of any land to the PCD district shall not take place until the Owner has provided an executed copy of the MDA to the City Clerk addressing all issues discussed prior to the scheduled Second Reading. If there are no additional requirements, corrections or conditions attached by the City Council at the Second Reading, the Agreement shall be signed by the Mayor and City Clerk and recorded.

B. Development of the Property shall commence within five (5) years from the effective date of this Agreement and it shall be completed within ten (10) years from the effective date unless it is extended by mutual agreement of the parties. Failure to comply with the established schedule shall cause the Agreement to lapse. The term "Development" shall have the meaning as set forth in the LDC.

15. AMENDMENTS

A. Amendments to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied, and the City.

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

1. Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Owner's cost, in a newspaper of general circulation and readership in Volusia County, Florida.
2. 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.
3. The day, time, and place at which the second public hearing shall take place shall be announced at the first public hearing.
4. The notices required above shall specify the location of the Property, the location of that portion of the Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
    a. Changes permitted, conditional, and/or prohibited uses proposed.
    b. Changes in building intensities and/or height proposed.
5. All notices shall specify a place where a copy of the proposed amendment can be obtained.

16. CONFORMANCE WITH LAWS

The Owner agrees:

1. To develop the Property according to all regulations of the City to the extent those regulations are not inconsistent with the Plan for the Property.
2. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

17. ENFORCEABILITY

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

18. PRIOR AGREEMENTS:

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and suspended by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the Owner(s).

19. POLICE POWER

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of the attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

WITNESSES:

CITY OF PORT ORANGE, a Florida Municipal Corporation

By:_____
Allen Green, Mayor

_____
_____
Printed Name

_____
_____
Printed Name

Attest_____
Robin L. Fenwick, CMC, City Clerk

_____
_____
Printed Name

_____
_____
Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

_____
Notary Public

(Notary Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ___day of _____, 2015, by Robin L. Fenwick, CMC, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. She is personally known to me and did not take and an oath.

_____
Notary Public

(Notary Seal)

WITNESSES:

CONTRACT PURCHASER:
GDC PORT ORANGE, LLC, a Florida limited liability company

_____

By:_____
Franklin C. Gatlin, III, CEO

_____
Printed Name

Date:_____

_____

By:_____

_____
Printed Name

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Franklin C. Gatlin, III, as CEO of GDC Port Orange, LLC, a Florida limited liability company. He is personally known to me and did not take an oath.

_____
Notary Public

(Notary Seal)

OWNER:

WITNESSES:

PALMETTO POINTE, LLP, a Florida limited liability partnership

_____

Printed Name: _____

_____

Printed Name: _____

By: LaCour and Company, Ltd., Limited Partnership, a Florida limited partnership, its partner

By: Regency Hospitality Group, Inc., a Florida corporation, its general partner

By: _____

E.V. LaCour, President

Date: _____, 2015

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____2015, by E.V. LaCour, the President of Regency Hospitality Group, Inc., a Florida corporation, the general partner of LaCour and Company, Ltd., Limited Partnership, a Florida limited partnership, the partner of Palmetto Pointe, LLP, a Florida limited liability partnership. He ☐ is personally known to me OR ☐ produced _____ _____ as identification.

_____

Notary Public

(Notary Seal)

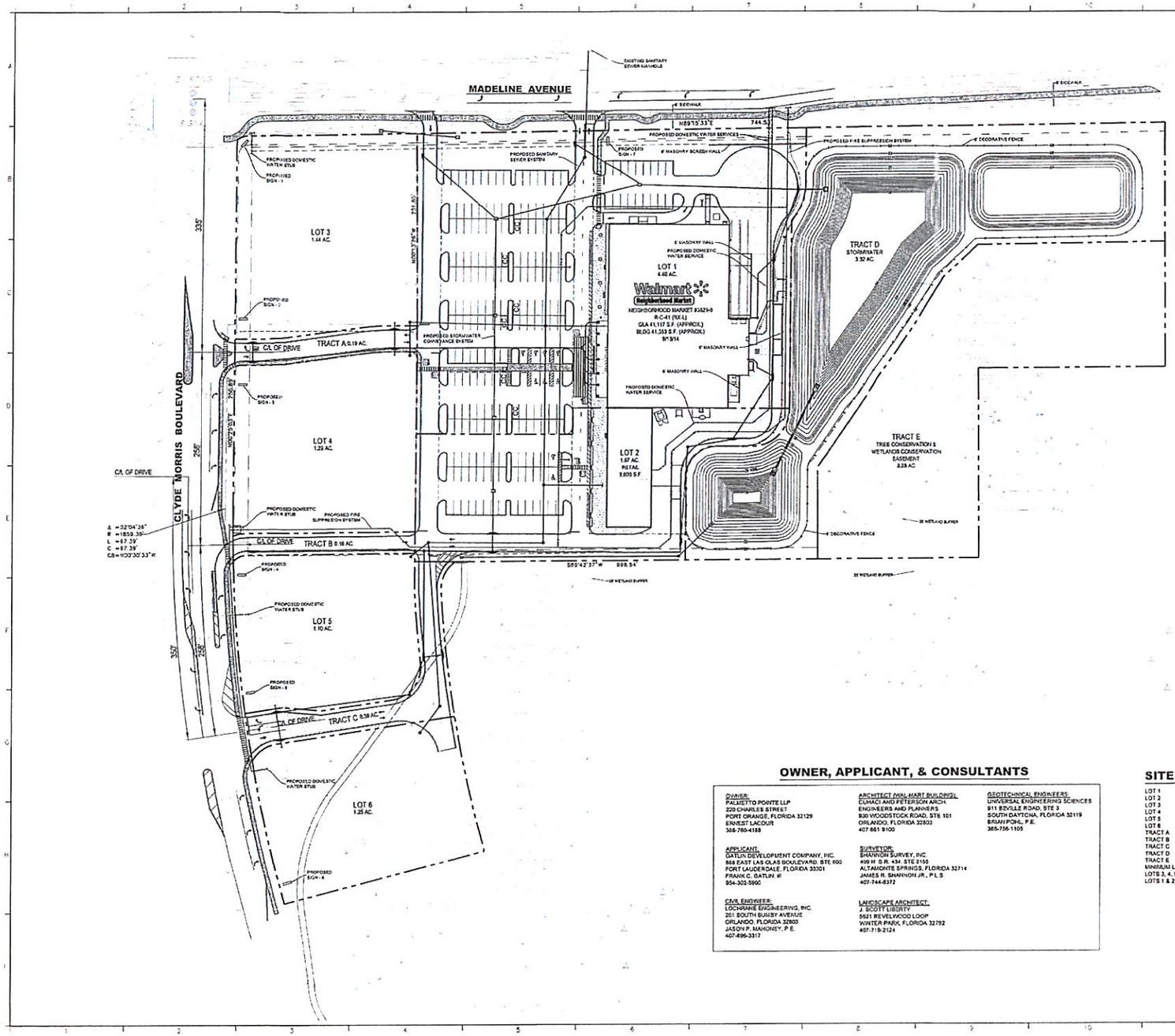
Exhibit "A"

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE RUN S00°15'37"W ALONG THE EASTERLY LINE OF SAID SECTION 6, A DISTANCE OF 2620.11 FEET; THENCE RUN S89°15'33"W ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A DISTANCE OF 1322.84 FEET; THENCE RUN S00°17'28"W, A DISTANCE OF 67.03 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MADELINE AVENUE AND THE POINT OF BEGINNING; THENCE CONTINUE S00°17'28"W ALONG THE WEST RIGHT OF WAY LINE OF BRUNER ROAD, A DISTANCE OF 324.62 FEET; THENCE RUN S89°47'55"W, A DISTANCE OF 246.60 FEET; THENCE RUN S00°12'05"E, A DISTANCE OF 253.42 FEET; THENCE RUN S89°42'37"W, A DISTANCE OF 668.36 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 44.50 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°11'39", AN ARC DISTANCE OF 72.38 FEET, HAVING A CHORD BEARING OF S43°06'47"W AND A CHORD DISTANCE OF 64.66 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1575.61 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°34'31", AN ARC DISTANCE OF 345.82 FEET, HAVING A CHORD BEARING OF S09°46'18"E AND A CHORD DISTANCE OF 345.12 FEET; THENCE RUN S75°05'45"W, A DISTANCE OF 283.80 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD, SAID POINT BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1859.36 FEET; THENCE FROM A RADIAL BEARING OF N74°07'01"E, RUN NORTHERLY ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°24'44", AN ARC DISTANCE OF 532.61 FEET, HAVING A CHORD BEARING OF N07°40'37"W AND A CHORD DISTANCE OF 530.79 FEET; THENCE CONTINUE N00°25'03"E ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 476.01 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°50'30", AN ARC DISTANCE OF 38.76 FEET, HAVING A CHORD BEARING OF N44°50'18"E AND A CHORD DISTANCE OF 35.00 FEET, TO A POINT ON THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE; THENCE RUN N89°15'33"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A DISTANCE OF 1278.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 17.724 ACRES, MORE OR LESS.

EXHIBIT "B"



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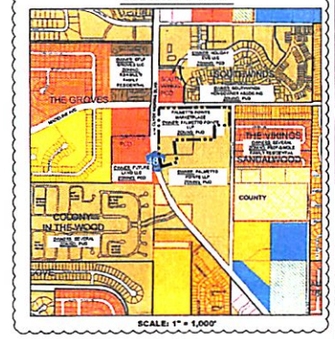
CITY OF PORT ORANGE
COMMUNITY DEVELOPMENT

VICINITY MAP



OWNER, APPLICANT, & CONSULTANTS

OWNER:
PALMETTO POINTE LLP
220 CHARLES STREET
PORT ORANGE, FLORIDA 32129
ERNEST LACOUR
386-760-4168

APPLICANT:
GATLIN DEVELOPMENT COMPANY, INC.
868 EAST LAS OLAS BOULEVARD, STE 600
FORT LAUDERDALE, FLORIDA 33301
FRANK C. GATLIN, III
954-303-5900

CIVIL ENGINEER:
LOCHRANE ENGINEERING, INC.
201 SOUTH SUNBY AVENUE
ORLANDO, FLORIDA 32803
JASON P. MAHONEY, P.E.
407-896-3317

ARCHITECT (WAL-MART BUILDING):
CUNACI AND PETERSON ARCH.
ENGINEERS AND PLANNERS
830 WOODSTOCK ROAD, STE 101
ORLANDO, FLORIDA 32803
407 661 9100

SURVEYOR:
SHANNON SURVEY, INC.
400 W. S.R. 434, STE 2155
ALTAMONTE SPRINGS, FLORIDA 32714
JAMES R. SHANNON JR., P.L.S.
407-744-8372

LANDSCAPE ARCHITECT:
J. SCOTT LIBERTY
5621 REVELWOOD LOOP
WINTER PARK, FLORIDA 32792
407-719-2124

GEOTECHNICAL ENGINEERS:
UNIVERSAL ENGINEERING SCIENCES
911 BEVILLE ROAD, STE 3
SOUTH DAYTONA, FLORIDA 32119
BRIAN POHL, P.E.
386-756-1105

SITE INFORMATION

LOT 1	= 4.40 AC
LOT 2	= 1.67 AC
LOT 3	= 1.44 AC
LOT 4	= 1.29 AC.
LOT 5	= 1.10 AC
LOT 6	= 1.25 AC.
TRACT A	= 0.19 AC
TRACT B	= 0.16 AC
TRACT C	= 0.39 AC.
TRACT D	= 3.32 AC.
TRACT E	= 2.28 AC.
MINIMUM LOT AREA	= 22,500 SF
LOTS 3, 4, 5 & 6 MINIMUM LOT WIDTH	= 150 FT
LOTS 1 & 2 MINIMUM LOT WIDTH	= 0 FT

PCD INFORMATION

NAME: PALMETTO POINTE MARKETPLACE

PROPERTY ACREAGE:

LOT 1	= 4.40 AC
LOT 2	= 1.67 AC
LOT 3	= 1.44 AC
LOT 4	= 1.29 AC
LOT 5	= 1.10 AC
LOT 6	= 1.25 AC
TRACT A	= 0.19 AC
TRACT B	= 0.16 AC
TRACT C	= 0.39 AC
TRACT D	= 3.32 AC
TRACT E	= 2.28 AC
TOTAL	= 17.55 AC

COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN

NO	DATE	REVISIONS	JOB #	
4	10/22/14	REVISIONS PER CITY COMMENTS DATED 10/20/14	PRJ. MGR.	J.P.M.
3	11/03/14	REVISIONS PER CITY COMMENTS DATED 10/31/14	DESIGNER	R.L.D.
2	12/18/14	REVISIONS PER CITY COMMENTS DATED 12/15/14	CHECKED	J.P.M.
1	8/13/14	REVISIONS PER CITY COMMENTS DATED 8/12/14		

RECORD DRAWING

THIS PLAN IS PROVIDED AS A GENERAL REPRESENTATION OF THE PROPOSED DEVELOPMENT. THE PROPERTY PLAN, DIMENSIONS, ELEVATIONS, SPECIFICATIONS, AND ALL OTHER INFORMATION SHOWN ON THIS PLAN ARE SUBJECT TO CHANGE. THE DEVELOPER RESERVES THE RIGHT TO MODIFY THE PLAN AS DEEMED NECESSARY OR DESIRABLE BY THE DEVELOPER OR AS MAY BE REQUIRED BY LAW OR ANY GOVERNMENTAL AGENCY.

THOMAS D. KYLE, P.E.

Walmart Neighborhood Market

PALMETTO POINTE MARKETPLACE
CITY OF PORT ORANGE, FLORIDA
GATLIN DEVELOPMENT COMPANY

CONCEPTUAL DEVELOPMENT PLAN

Small Business Enterprises
LOCHRANE
407-719-2114
CIVIL ENGINEERS • PLANNERS • SURVEYORS
201 SOUTH SUNBY AVENUE, ORLANDO, FL 32803
PH: 407-896-3317 FAX: 407-896-3318
WWW.LOCHRANEENGINEERING.COM

SHEET
CDP

O:\14025-201\CONCEPT\14025 WMart PORT ORANGE, FL CDP.dwg - Feb 02, 2015 - 10:28am

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-12 – Land Development Code Text Amendments updating Chapters 3, 5, 6, 15 and 19

DEPARTMENT: Community Development

RECOMMENDED MOTION:

Move to approve Ordinance No. 2015-12, on first reading amending Chapters 3, 6, 15, and 19 of the Land Development Code.

SUMMARY: Planning Commission Action (2/26/15): Approval

The proposed amendments are intended to improve the content of the existing Code, as part of an on-going maintenance effort. The proposed amendments include two categories: 1) clarifications, procedural, and minor changes and 2) Code improvements. The first category consists of clarifications, procedural and minor changes that are simple clean-up items that make the Code more efficient to use. The Code improvements section includes substantive changes to the content of the existing Code that are intended to address problems or issues encountered when applying the Code to actual developments or to align the Code with Council direction.

A. Clarifications, Procedural, and Minor Changes (Ordinance No. 2015-12):
1. Development Review and Public Hearing Deadline Calendars (LDC, Ch 3, Article I, Sec 7 & Ch 19, Sec 1)
2. Procedure for Approving a Subdivision or Site Improvement Agreement (SIA) (LDC, Ch 5, Sec 7 & Ch 6, Sec 5)
3. Procedure for making non-structural or non-electrical improvements to an existing monument sign (LDC, Ch 15, Sec 2)

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ordinance 2015-12	Ord 2015-12.pdf
2.	Staff Report	STAFF REPORT LDC - Final.pdf

Fenwick, Robin Created/Initiated - 03/24/2015

Clark, Wayne	Approved - 03/24/2015
Roberts, Margaret	Approved - 04/02/2015
Harden, David	Final Approval - 04/02/2015

ORDINANCE NO. 2015-12

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE CITY OF PORT ORANGE LAND DEVELOPMENT CODE; AMENDING CHAPTER 3, ARTICLE I, SECTION 7 AND CHAPTER 19, SECTION 1, RELATING TO PROCEDURES FOR ADOPTING THE DEVELOPMENT REVIEW AND PUBLIC HEARING CALENDARS; AMENDING CHAPTER 6, SECTION 5, RELATING TO REVIEW AND APPROVAL OF SITE AND SUBDIVISION IMPROVEMENT AGREEMENTS; AMENDING CHAPTER 15, SECTION 2; RELATING TO NON-STRUCTURAL AND NON-ELECTRICAL IMPROVEMENTS TO EXISTING MONUMENT SIGNS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, City Council finds it necessary to coordinate the development review and public hearing calendars with the annual city council meeting schedule in order to avoid potential conflicts; and

WHEREAS, City Council has determined a need to efficiently process the Site Improvement Agreements and Subdivision Improvement Agreements through administrative delegation; and

WHEREAS, City Council recognizes the need for an exception to the building permit process for minor sign alterations that are non-structural and non-electrical in nature; and

WHEREAS, the proposed amendments are intended to improve the content of the existing code as part of an on-going maintenance effort; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 3, Article I, Section 7 of the Land Development Code, to read as follows:

Chapter 3 – ADMINISTRATION
ARTICLE I: - CODE ADMINISTRATION
Section 7: - Amendments.

Application to amend the text within this code or the comprehensive plan may be initiated by any person, board or agency. Application to change the future land use under the comprehensive plan or rezone land under this code may be initiated by the landowner(s), department, planning commission, or city council. The requirements of this section are in addition to the requirements of applicable state law and county ordinances.

(a) *Application.* Application for development code or comprehensive plan amendments shall be made on the appropriate forms provided by the department for that purpose, and shall be accompanied by the appropriate review fee.

(1) Application deadlines for development code amendments and rezonings shall be as specified in the ~~critical dates~~ development review and public hearing calendars, which shall be established annually by the city council no later than ~~October 1~~ December 31 of each year.

(2) Applications for comprehensive plan amendments may be made at any time, but large-scale amendments shall only be considered twice per year. Deadlines shall be as specified in the adopted critical dates calendar.

(3) Applications for rezonings and future land use plan amendments shall include a legal description of the property, sketch or survey of the property, proof of ownership, and authorization of the owner if represented by an agent or contract purchaser.

(b) – (e) [*Remain Unchanged*]

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 19, Section 1 of the Land Development Code, to read as follows:

Chapter 19 – VARIANCES
Section 1: - Variances.

(a) – (c) [*Remain Unchanged*]

(d) *Application for all other variances.* Application for variance shall be made on the appropriate forms provided by the department for that purpose, and shall be accompanied by the appropriate review fee. Except where modified by the specialized procedures above, variances shall be considered as follows:

(1) Applications for variance shall be submitted in accordance with the adopted public hearing ~~critical dates~~ calendar and scheduled for the corresponding planning commission meeting date.

(2) Applications for variance shall include a legal description of the property, sketch or survey of the property (no greater than 11 by 17 inches), proof of ownership, and authorization of the owner if represented by an agent or contract purchaser.

(3) In addition, the applicant shall provide a written statement which explains the conditions and circumstances of the alleged hardship, the proposed action by the applicant should the variance be granted, and the necessity of the action. The written statement shall clearly justify the granting of relief from [the] requirements of the development code, and satisfactorily address the review criteria of this chapter.

(e) – (i) [*Remain Unchanged*]

SECTION 3: The City Council hereby amends Chapter 5, Section 5 of the Land Development Code, to read as follows:

Chapter 5 – SUBDIVISIONS
Section 5: - Subdivision plat and development plans review.

Approval of subdivision plats and development plans is outlined in chapter 3, article I, section 3 of this code. Approval of the final plat and development plans results in the issuance of a development order.

(a) *Subdivision plat and development plan exhibits*. The following information and documentation shall be shown on or enclosed with the subdivision plat and development plans submitted for review. The subdivision plat and development plans shall be drawn at a scale of no smaller than one inch equal to 100 feet.

(1) – (5) [*Remain Unchanged*]

(6) Any and all proposed deed covenants~~, and draft of the SIA~~ and restrictions.

(7) – (8) [*Remain Unchanged*]

(b) *Final document submittal ~~for city council approval~~*. The following documents shall be submitted within one week of a planning commission recommendation regarding subdivision plat and plans, in order to be ~~heard by the city council at the regularly scheduled city council meeting to consider such recommendations~~ reviewed and approved by the city manager.

~~(1) Three copies of executed deed covenants and restrictions.~~

(2) Three copies of an executed subdivision improvement agreement (SIA) approved by staff. An improvement guarantee shall be required if the plat

is recorded prior to the completion of improvements. All agreements and guarantees shall be on forms furnished or currently approved by the city. The guarantee shall be in the amount of 110 percent of ~~the~~ an engineer's signed and sealed estimated construction costs or of the sum of the actual construction contracts. The agreement shall provide for a one-year warranty on all required infrastructure public improvements from the time of city acceptance, and shall be submitted prior to acceptance in the amount of ten percent of the actual construction cost.

SECTION 4: The City Council hereby amends Chapter 6, Section 5 of the Land Development Code, to read as follows:

Chapter 6 – SITE DEVELOPMENT
Section 5: - Site development plans.

The review process for site development plans is outlined in section 3, development plan review process, in chapter 3 of this code. Approval of the final site development plans results in the issuance of a development order.

(a) *Site development plan exhibits*. The following information and documentation shall be shown on or enclosed with the plans submitted for approval. The plans shall be drawn at the largest scale feasible, based on the size of the project, however in no case shall the scale be smaller than one inch equal to 60 feet.

(b) *Site improvement agreements*. If improvements are to be constructed on public property, or within a public right-of-way or easement, a site improvement agreement (SIA) between the property owner/developer and the city is required to guarantee completion. ~~Copies of an executed SIA approved by staff shall be submitted to be heard and approved by the city council at a regularly scheduled city council meeting. All agreements and guarantees shall be on forms furnished or currently approved by the city.~~ The agreement shall be approved by staff and on a form furnished or currently approved by the city, and shall be executed by the mayor and city manager prior to issuance of a development order. The guarantee, in a form acceptable to the city, shall be in the amount of 110 percent of ~~the~~ an engineer's signed and sealed estimated construction costs or of the sum of the actual construction contracts. The agreement shall provide for a one-year warranty on all improvements from the time of city acceptance, to be submitted prior to acceptance, in the amount of ten percent of the actual construction cost.

(c) *Unity-of-title agreement*. A unity-of-title agreement shall be required for developments on properties consisting of multiple parcels or lots, where the improvements required by this code are spread among the multiple parcels or lots and no one parcel or lot can meet the requirements of this code standing on

its own. The agreement shall be approved by staff and on a form furnished or currently approved by the city, and shall be executed by the mayor and city manager prior to issuance of a development order.

SECTION 5: The City Council hereby amends Chapter 18, Section 4 of the Land Development Code, to read as follows:

Chapter 15 - SIGNS
Section 2: - Sign permits.

(a) *Permit required.* It shall be unlawful for any person to erect, construct, alter or relocate any sign within the city without having first obtained a permit therefor, except as provided for in this chapter.

(b) *Work to be performed by owner, lessee or licensed contractor.* The work necessary to construct, install, erect, illuminate, paint or modify signage within the city shall comply with the following requirements:

(1) Work which may be performed by a property owner or lessee:

(a) Painting the face of any freestanding or wall sign; or

(b) Erection of any temporary sign permitted under section 5 of this chapter.

(c) Non-structural and non-electrical work on a freestanding or wall sign, i.e. vinyl letter replacement. Plans of the proposed work shall be submitted on a form furnished by the city for review and approval.

(2) Work which shall be performed by a sign contractor, general contractor or building contractor licensed with the city to perform such work:

(a) Construction, installation, erection or electrical connection of any sign which is internally illuminated;

(b) Construction, installation or erection of any freestanding sign requiring wind load calculations, over the height of six feet;

(c) Construction, installation or erection of any sign which is located above a pedestrian walkway or on the front fascia of a canopy over a pedestrian walkway;

(d) Construction, installation or erection of any projecting sign permitted under section 6 of this chapter; or

(e) Construction installation or erection of any sign not described in section 2(b)(1) above.

(c) – (h) [*Remain Unchanged*]

SECTION 6: 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 7: CODIFICATION.
The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 7: 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 8: EFFECTIVE DATE.
This Ordinance shall take effect immediately upon adoption.

_____
MAYOR ALLEN GREEN

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: _____
Assistant City Attorney

STAFF REPORT
CASE NO. 14-25000004
LDC Amendments/Chapters 2, 3, 5, 6, 15, 16, 17, 18, and 19

REQUEST:	Amendments to the Land Development Code (LDC) Chapters 2, 3, 5, 6, 15, 16, 17, 18, and 19 as part of the effort to update the LDC
APPLICANT:	City of Port Orange
PLANNING COMMISSION RECOMMENDATION:	**Approval**
STAFF RECOMMENDATION:	**Approval**
STAFF CONTACT:	Tim Burman, Planning Manager (386) 506-5675
CITY COUNCIL DATE:	April 7, 2015

INTRODUCTION:
The Land Development Code (LDC) has not been comprehensively updated since the early 1990's. Staff has been updating the Code in phases over the past several years. Prior amendments included updates to sign regulations, the "green" building initiative, erosion control, floodplain management, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, fire impact fees, site plan and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, and others.

SUMMARY OF PROPOSED AMENDMENTS:
The proposed amendments in this package are intended to improve the content of the existing Code, as part of this on-going maintenance effort. The proposed Code improvements include two categories: 1) clarifications, procedural, and minor changes and 2) Code improvements. The first category consists of clarifications and minor changes that are simple clean-up items that make the Code more efficient to use. The Code improvements section includes changes to the content of the existing Code that are intended to address problems or issues encountered when applying the Code to actual developments.

CLARIFICATIONS, PROCEDURAL, AND MINOR CHANGES:

Items in this section of the report are generally minor changes to clarify and ensure consistency when staff interprets the Code and when citizens or developers refer to this Code or procedural changes to improve the development review process.

Amendment #1: Development Review and Public Hearing Deadline Calendars [Ordinance 2015-12]

The proposed amendment is to update the procedural requirements for adopting the Development Review (Exhibit A) and Public Hearing (Exhibit B) deadline calendars. These calendars are essentially the official deadlines to submit items for consideration by the SDRC, Planning Commission, or City Council.

Currently, the LDC requires the "Development Review Calendar" for site plans, subdivision plats, and PCD and PUD zoning amendments and the "Public Hearing Calendar" for rezoning, variances, and Comprehensive Plan amendments to be adopted by October 1st for the upcoming year. The schedule for approval of these calendars as prescribed in the LDC means these calendars are set before Council actually sets its meeting calendar for the upcoming year. Typically, the City Council meeting dates for an upcoming year are adopted at the last Council meeting in December.

This amendment would update the procedure to allow the Development Review and Public Hearing Calendars to be considered at the same meeting the Council adopts the City Council meetings schedule for the upcoming year. The proposed amendment would reduce possible conflicts between Council meeting dates and the calendars since they would be approved at the same time. [LDC, Ch 3, Article I, Sec 7 and Ch 19, Sec 1]

Amendment #2: Procedure for Approving a Subdivision or Site Improvement Agreement (SIA) [Ordinance 2015-12]

The proposed amendment would modify the procedure for approving a Subdivision or Site Improvement Agreement (SIA). A SIA is an agreement between the City and a property owner or developer that guarantees completion of public improvements (on-site or off-site) depicted on an approved set of subdivision or site construction plans. The SIA is a standard document that ensures the completion of site or subdivision improvements required by the LDC and requires a one-year warranty on the improvements referenced in the SIA. For development projects where a SIA is required, the LDC requires the SIA to be approved by Council at a regularly scheduled meeting. If an SIA is required, it must be approved prior to issuance of a Development Order (DO).

Past practice has generally been to place SIAs on the consent agenda due to their basic technical nature. Council has approved 14 SIAs over the past 3 years.

The proposed amendment would allow a SIA to be approved administratively and require the signature of the Mayor and City Manager. This is similar to how Unity of Title Agreements are processed. This amendment could reduce the review process time by about a month for development that is approved by staff (not a rezoning, plat, or PCD/PUD amendment). For example, the Wawa located at 1631 Dunlawton Avenue required a SIA for a public improvement. The site plan was approved by staff in mid-February but the Development Order was not issued until April due to the current SIA approval process. The proposed amendment would make the development review process more efficient and still provide assurance the improvements will be completed. [LDC, Ch 6, Sec 5]

Amendment #3: Procedure for making non-structural or non-electrical improvements to an existing monument sign [Ordinance 2015-12]

Currently, the LDC requires a building permit for any person to erect, construct, alter, or relocate any temporary or permanent sign and licensed contractors are required to pull these permits. The only sign alterations or installation that can be done by someone other than a contractor is to paint the face of a freestanding sign or to install a temporary sign.

The proposed amendment would allow a property owner, builder, or tenant to perform non-structural and non-electrical work on a monument sign. Minor modification such as vinyl letter replacement could be done by a property owner, builder, or tenant.

Recently, staff has received inquiries from business owners and tenants about removing and replacing vinyl letters on existing monument signs. This amendment would allow them to apply for and perform these types of modifications. Staff will review these requests and ensure the proposed minor modifications to a sign are in compliance with the LDC requirements for size, color, sign copy, and other aesthetics items. The process will be structured so it does not require a permit to be issued to a contractor. Any type of structural or electrical work on a sign would still require a building permit to be issued to a contractor. [LDC, Ch 15, Sec 2].

Sign face after vinyl letters have been removed

Sign face with vinyl replacement letters

CODE IMPROVEMENTS:

These are substantive changes to the Code and recommended to make it more effective and to be consistent with the Comprehensive Plan and Council direction.

Amendment #4: Rear Lot Line Setback for a Fence Abutting a Road [Ordinance 2015-14]

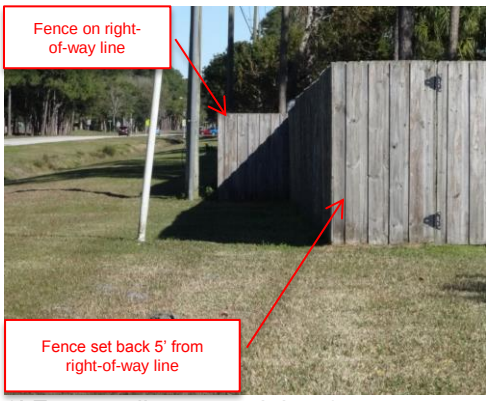
Description: Allow individual single-family and two-family residential lots with a rear lot line abutting a street to install a fence on the right-of-way line.

Justification: Prior to 2006, the LDC allowed fences to be installed on the rear lot line of lots abutting a street. However, in 2006 the LDC was amended and it appears that this language was inadvertently removed because there is no description in the staff report or files explaining why it was removed.

> Text removed in 2006:
> *Fences required or installed to provide rear lot screening of residential uses shall be exempt from right-of-way setback requirements. However, such fences shall comply with requirements to provide visibility clearance at intersections as described in section 6 of this chapter.*

As currently written, the LDC requires any new or replacement fences or walls being installed in a rear yard adjacent to a road to be located at least 5' from the right-of-way line. The proposed language would remove this setback and revert back to the rules in place before 2006.

Areas impacted by the setback include lots backing up to Willow Run Boulevard, Taylor Road, Spruce Creek Road, Clyde Morris Boulevard, and other local roads within residential subdivisions. The fence or wall would still be required to comply with all other applicable code requirements, such as the visual clearance triangle, aesthetic side facing the adjacent right-of-way, height in a secondary front-yard, etc. The proposed amendment would only affect the setback of the fence for single-family and two-family residential lots with a rear yard adjacent to a road.



6' Fence adjacent to right-of-way

Recently, staff has received inquiries about replacing dilapidated fences in rear yards abutting roads. A majority of these residents state they will not remove their existing fence because the Code requirement would result in losing 5 feet of their rear yard and make maintenance of the 5-foot strip of land on the other side of the fence difficult. Under the current requirement, homeowners would need to install a gate or access the 5' strip of land through existing rights-of-way. If homeowners do not maintain the 5' strip, it could result in additional code enforcement cases for high weeds and grass. In addition, the 5' setback for new fences could create an inconsistent fence line due to existing fences located on the property line. [LDC, Ch 16, Sec 3].

<u>Amendment #5:</u> Use of LED Display Screen for Gas Prices [Ordinance 2015-13]

Description: Allow Light Emitting Diode (LED) display screens to advertise gas prices for motor vehicle service stations and convenience stores with gas pumps.

Justification: Currently the LDC requires gas prices to be displayed with changeable copy numbers that can be manually attached to or removed from the sign. Over the past 2-3 years, gas station operators have approached the City about installing or replacing their manual changeable copy reader boards with a LED display screen to advertise gas prices. Within that timeframe, the Planning Commission has granted variances to four convenience stores with gas pumps to use LED instead of manual changeable copy numbers to display gas prices. Applicants have citied the advances in technology, which have improved the appearance of the LED display screens and that LED provides a more efficient way to display gas prices.

Monument sign at 3651 Clyde Morris Blvd. with LED gas price display.

Typically, when a series of variance requests are received and approved on the same issue, it indicates a need to review the Code to determine if changes are appropriate. The Planning Commission has also asked Staff to include an amendment to allow LED to display gas prices with a future Code update amendment.

The City Council discussed the City's current LED signs at the July 29, 2014 meeting. The Council did not indicate any immediate public safety concerns with the existing signs or approved variances for display gas prices using LED signs.

The proposed amendment would allow gas stations to use LED to display gas prices. The proposed language to be added to Chapter 15 includes the following restrictions for the use of the LED display screen to only gas prices. These restrictions are consistent with those required for the LED gas prices signs approved by variances. [LDC, Ch 15, Sec 7]

(a) General requirements.

(1) The freestanding sign that contains a display screen shall meet the requirements of section 4(a) of the chapter.

(2) The display screen shall not be oriented toward or face a residential zoning district.

(3) A photometric plan outlining the proposed illumination levels in footcandles shall be provided with the sign permit. Illumination levels shall not exceed 0.5 footcandles, as measured from adjacent rights-of-ways.

(b) Design criteria.

(1) The display screen must be integral to the design of the sign structure and shall not be the dominant element.

(2) The total LED display screen area is limited to 25% of a the allowed sign area

(3) Limited to display of numbers for only gas prices

(4) Display screen is restricted to a single permanent background color and single color for gas prices

(5) Gas prices shall be static in nature and shall not scroll, blink, flicker, flash, scintillate or be otherwise animated.

(6) The display screen area shall provide a high-resolution picture quality with pixel spacing of 16 millimeter or less.

(7) Dimmers shall be installed and operated to eliminate glare, and at night the sign face display light shall not exceed a brightness of 2500 NITS (unit of light intensity, as measured by candelas per square meter), as certified by the manufacturer.

(8) An information sheet shall be submitted as part of the sign permit application which includes the manufacturing specifications of the LED display screen being installed, along with contact information of the property owner, sign contractor and the display screen maintenance provider.

<u>Amendment #6:</u> Modify Permitted Use List for the Neighborhood Preservation (NP) Zoning District [Ordinance 2015-14]

Description: In recent years, Council has discussed the need to amend the Code to prevent the development of non-single-family uses in the NP zoning district and make the district more consistent with the intent to preserve existing neighborhoods.

Justification: According to the LDC, the purpose and intent of the Neighborhood Preservation (NP) zoning district (Exhibit C) is to preserve the character, housing mix and density of existing older mixed-use neighborhoods by providing for compatible infill development and redevelopment. The majority of the residential structures located within the NP zoning district are single-family homes. However, the list of permitted uses for the NP zoning district allows a much broader variety of uses than those typically found in a historically single-family neighborhood. These uses include two-family dwellings (duplex), multi-family dwellings, childcare facilities, nursing homes, assisted living facilities, clubs, lodges, and fraternal organizations, houses of worship, and private schools.

The proposed amendment would group all of the non-single-family uses as "uses permitted with special development requirements" or "uses approved with a special exception" and add a restriction that these uses are only permitted where they are already existing as of the effective date of this ordinance. No new non-single-family uses could be constructed after this ordinance is adopted.

Restricting the construction of new non-single-family structures is an initial effort to update the zoning category to focus on preserving the single-family neighborhoods and promoting infill development consistent with the current housing stock. The proposed amendment is similar to the recently approved amendment for the R-2D zoning district (December 2014) that allowed existing zero lot line homes to be maintained and replaced but no new zero lot line homes could be built [LDC, Ch 17, Sec 15, Ch 18, Sec 3, and Ch 18, Sec 4].

Allowing only new single-family dwellings to be constructed in the NP zoning district would be consistent with other residential zoning districts; such as the R-7SF, R-8SF, R-10SF, R-20SF, and RR that only permit construction of new single-family dwellings.

The non-single-family uses could be developed in other zoning districts:

- Two-family dwellings (duplex): R2D and PC-A
- Multi-family dwellings: R-3L, R-3M, R-3H, PC-A
- Child care facilities: R-3L, R-3M, R-3H, PO, NC, CC, ICD, RD, and PC-A
- Nursing homes: R-3L, R-3M, R-3H, PO, and PC-A
- Assisted living facilities: R-3L, R-3M, R-3H, PO, and PC-A
- Clubs, lodges, and fraternal organizations: R-3L, R-3M, R-3H, CC, ICD, RD, and PC-A
- Houses of worship: A, RR, R-7SF, R-3L, R-3M, R-3H, PO, RD, GPU, and PC-A
- Private schools: R-7SF, R-3L, R-3M, R-3H, PO, RD, GPU, and PC-A
-

<u>Amendment #7:</u> Revise the Definition for a "Wall Sign" [Ordinance 2015-13]

Description: Revise the definition for a "Wall Sign" to clarify that a banner made of cloth, paper, or fabric of any kind cannot be considered a permanent wall sign.

Justification: Currently, the LDC states a wall sign is "a sign painted on or affixed to the structural wall of a building, with a sign face approximately parallel to the wall perpendicular to the ground and projecting no more than 12 inches from the wall." The current definition allows businesses to attach a cloth, paper, or fabric banner to the exterior wall of a building to serve as their permanent wall sign. The proposed modification to the definition would clarify that a sign made of cloth, paper, or fabric affixed to the wall of a building is not permitted as a permanent sign. The Code modification is being proposed to ensure that only quality permanent wall signs are installed for commercial businesses. Although the banner type signs are less expensive, staff believes the higher quality is consistent with Council direction for commercial areas in the city. [LDC, Ch 2, Sec 2].

SUMMARY LIST OF AMENDMENTS:

Clarifications, Procedural, and Minor Changes

1) Development Review and Public Hearing Deadline Calendars (Ordinance 2015-12)
2) Procedure for approving a Subdivision or Site Improvement Agreement (Ordinance 2015-12)
3) Procedure for making non-structural or non-electrical improvements to a monument sign (Ordinance 2015-12)

Code Improvements

4) Rear lot line setback for a fence abutting a road (Ordinance 2015-14)
5) Use of LED display screen for gas prices (Ordinance 2015-13)
6) Modify permitted use list for the Neighborhood Preservation (NP) zoning district (Ordinance 2015-14)
7) Revise the definition for a "Wall Sign" (Ordinance 2015-13)

RECOMMENDATION:

Approval of the amendments to Chapters 2, 3, 5, 6, 15, 16, 17, 18, and 19 of the Land Development Code.

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT
2015 DEVELOPMENT REVIEW CALENDAR

(For use in determining application deadlines and SDRC meeting dates for site plans, final plat and plans, replats, amendments to master development agreements and conceptual development plans and PUD/PCD rezonings. Also minor subdivisions/exemptions and administrative variances shall be submitted by the application deadline listed below but normally require no further meeting dates after submittal. All other application types shall use the Public Hearing Calendar.)

NOTE: DATES ARE SUBJECT TO CHANGE, MEETINGS MAY BE ADDED OR DELETED BASED UPON NEED – PLEASE VERIFY ALL DATES WITH THE PLANNING DIVISION IN COMMUNITY DEVELOPMENT AT (386) 506-5674.

MEETING DATES AND DEADLINES		
APPLICATION DEADLINES ♦ (NO LATER THAN 12:00 NOON)	**SDRC MEETING DATES**	**SDRC RESUBMITTAL DEADLINES (NO LATER THAN 12:00 NOON)**
DECEMBER 18, 2014	JANUARY 7, 2015	MARCH 9, 2015
JANUARY 22, 2015	FEBRUARY 11, 2015	APRIL 13, 2015
FEBRUARY 19, 2015	MARCH 11, 2015	MAY 11, 2015
MARCH 19, 2015	APRIL 8, 2015	JUNE 8, 2015
APRIL 23, 2015	MAY 13, 2015	JULY 13, 2015
MAY 21, 2015	JUNE 10, 2015	AUGUST 10, 2015
JUNE 18, 2015	JULY 8, 2015	SEPTEMBER 7, 2015
JULY 23, 2015	AUGUST 12, 2015	OCTOBER 12, 2015
AUGUST 20, 2015	SEPTEMBER 9, 2015	NOVEMBER 9, 2015
SEPTEMBER 17, 2015	OCTOBER 7, 2015	DECEMBER 7, 2015
OCTOBER 15, 2015	NOVEMBER 4, 2015	JANUARY 11, 2016
NOVEMBER 12, 2015	DECEMBER 9, 2015	FEBRUARY 8, 2016
DECEMBER 17, 2015	JANUARY 13, 2016	MARCH 14, 2016
JANUARY 21, 2016	FEBRUARY 10, 2016	APRIL 11, 2016

STAFF DEVELOPMENT REVIEW COMMITTEE (SDRC) – Agendas are established and mailed/emailed to all applicants at least one week prior to the meeting date.

PLANNING COMMISSION – Meets the fourth Thursday of each month (except November and December due to Holidays), at 5:00 p.m., 1000 City Center Circle in the Council Chambers, 1st floor, City Hall.

CITY COUNCIL – Normally considers Planning Commission items on the third and fourth Tuesday of each month (dates may be subject to change). Site plans, final plat and plans, replats, amendments to master development agreements and conceptual development plans, and PUD/PCD rezonings are generally considered at the fourth Tuesday of each month. To verify scheduling dates and times, please contact the Community Development Department, Planning Division, at (386) 506-5674.

PLEASE NOTE THE FOLLOWING:

- **Planning Commission and City Council meeting dates shall be established for each project upon resolution of outstanding technical comments.**
- City Ordinance requires a pre-application conference prior to submittal of plat & plans, replats, minor subdivisions/exemptions, amendments to PUD/PCD's, a site development plans. Pre-application conferences are also encouraged for all other types of applications. To schedule a pre-application conference, plea contact the Planning Division in Community Development at (386) 506-5674.

EXHIBIT A

EXHIBIT B

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT
2015 PUBLIC HEARING CALENDAR

(For use in determining application deadlines and meeting dates for annexations, comprehensive plan amendments, land development code text amendments, conditional uses, special exceptions, variances, appeals, and administrative and conventional rezonings. All other application types shall use the Development Review Calendar.)

MEETING DATES		
APPLICATION DEADLINES (BY 4:00 P.M.)	**PLANNING COMMISSION MEETING DATES**	**CITY COUNCIL MEETING DATES ***
JANUARY 22, 2015	FEBRUARY 26, 2015	MARCH 17, 2015
FEBRUARY 19, 2015	MARCH 26, 2015	APRIL 21, 2015
FEBRUARY 19, 2015 CPA	**MAY 28, 2015 CPA**	**JUNE 16, 2015 CPA**
MARCH 19, 2015	APRIL 23, 2015	MAY 19, 2015
APRIL 23, 2015	MAY 28, 2015	JUNE 16, 2015
MAY 21, 2015	JUNE 25, 2015	JULY 21, 2015
JUNE 18, 2015	JULY 23, 2015	AUGUST 18, 2015
JUNE 18, 2015 CPA	**SEPTEMBER 24, 2015 CPA**	**OCTOBER 20, 2015 CPA**
JULY 23, 2015	AUGUST 27, 2015	SEPTEMBER 15, 2015
AUGUST 20, 2015	SEPTEMBER 24, 2015	OCTOBER 20, 2015
SEPTEMBER 17, 2015	OCTOBER 22, 2015	NOVEMBER 10, 2015
OCTOBER 15, 2015**	NOVEMBER 19, 2015**	DECEMBER 8, 2015
NOVEMBER 12, 2015**	DECEMBER 17, 2015**	JANUARY 19, 2016
DECEMBER 17, 2015	JANUARY 28, 2016	FEBRUARY 16, 2016
JANUARY 21, 2016	FEBRUARY 25, 2016	MARCH 15, 2016

* First reading of ordinances. Second reading of ordinances is generally scheduled for the next Council meeting listed. Council dates are subject to change and may be verified through the City Clerk's office (386) 506- 5563.

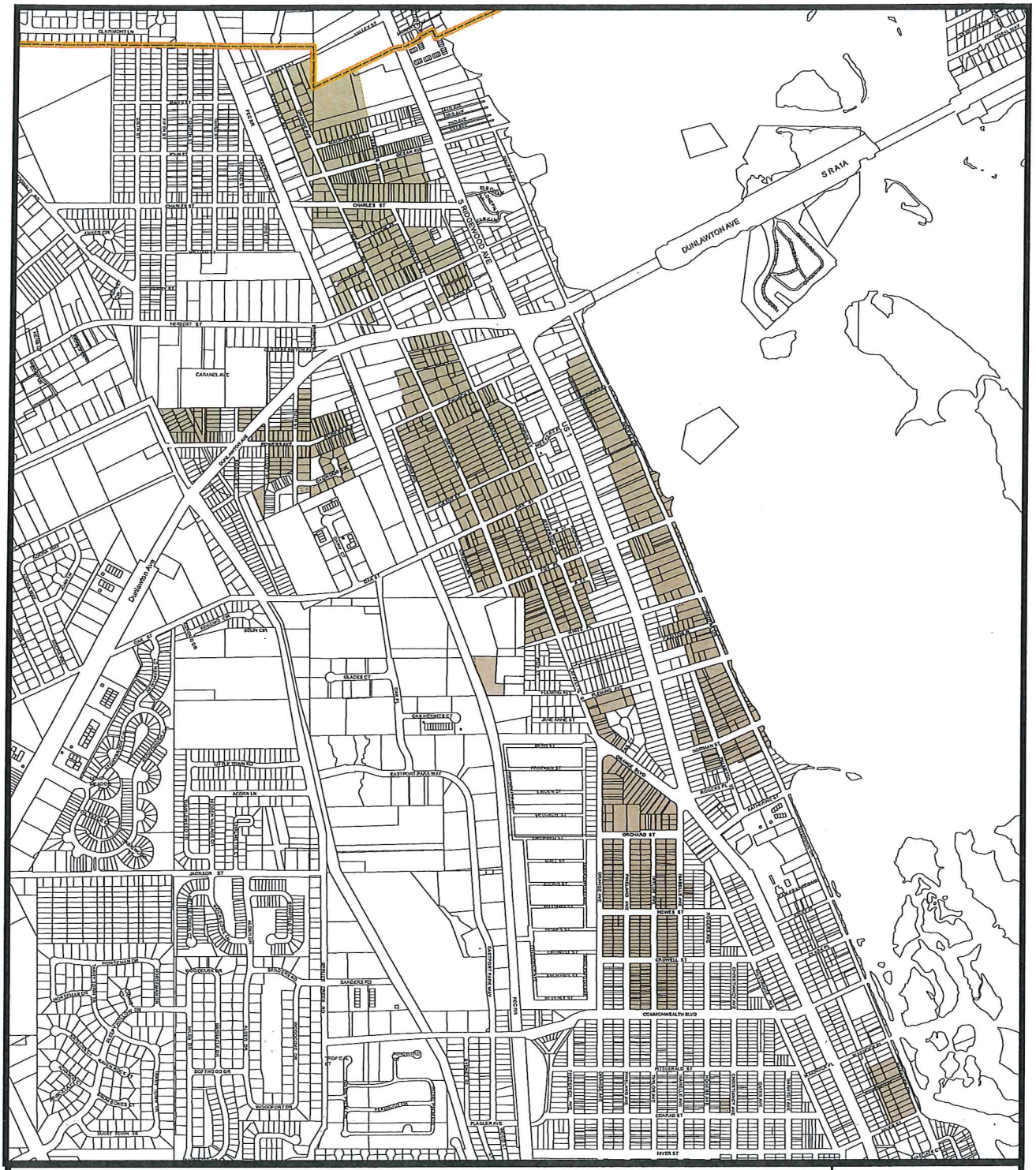
** These dates have been rescheduled from regular dates due to holidays.

PLANNING COMMISSION – Generally meets the fourth Thursday of each month (except November and December due to Holidays) at 5:00 p.m. at 1000 City Center Circle in the Council Chambers, 1st floor, City Hall.

CITY COUNCIL – Normally considers Planning Commission items on the third and fourth Tuesday of each month. Dates listed above are not assured. To verify scheduling dates and times, please contact the Community Development Department, Planning Division, at (386) 506-5674.

CPA – These dates represent the deadlines and meeting dates for large-scale Comprehensive Plan Amendments only, which may only be adopted twice per year, except as authorized by City Council for economic development or other special projects.

PLEASE NOTE: DATES ARE SUBJECT TO CHANGE, MEETINGS MAY BE ADDED OR DELETED BASED UPON NEED – VERIFY ALL DATES WITH THE PLANNING DIVISION IN COMMUNITY DEVELOPMENT AT (386) 506-5674. LOBBY HOURS FOR COMMUNITY DEVELOPMENT ARE FROM 8:00 A.M. TO 4:00 P.M. DAILY, MONDAY THROUGH FRIDAY. ALL APPLICATION DEADLINES NOTED ABOVE ARE DUE NO LATER THAN 4:00 P.M. ON EACH APPLICABLE DATE.



CityBoundary

ZONING

NP Neighborhood Preservation

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-13 – Land Development Code Text Amendments updating Chapters 2 and 15

DEPARTMENT: Community Development

RECOMMENDED MOTION:

Move to approve Ordinance No. 2015-13 on first reading, amending Chapters 2 and 15 of the Land Development Code.

SUMMARY: Planning Commission Action (2/26/15): Approval

The proposed amendments are intended to improve the content of the existing Code, as part of an on-going maintenance effort. The proposed amendments include two categories: 1) clarifications, procedural, and minor changes and 2) Code improvements. The first category consists of clarifications, procedural and minor changes that are simple clean-up items that make the Code more efficient to use. The Code improvements section includes changes to the content of the existing Code that are intended to address problems or issues encountered when applying the Code to actual developments or to align the Code with Council direction.

B. Code Improvements Related to Signage (Ordinance No. 2015-13):
   4. Use of LED Display Screen for Gas Prices (LDC, Ch 15, Sec 7)
   5. Revise the Definition for a “Wall Sign” (LDC, Ch 2, Sec 2)

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ordinance 2015-13	Ord 2015-13.pdf
2.	Staff Report	STAFF REPORT LDC - Final.pdf

Fenwick, Robin	Created/Initiated - 03/24/2015
Clark, Wayne	Approved - 03/24/2015
Roberts, Margaret	Approved - 04/02/2015
Harden, David	Final Approval - 04/02/2015

ORDINANCE NO. 2015-13

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE CITY OF PORT ORANGE LAND DEVELOPMENT CODE; AMENDING CHAPTER 2, SECTION 2, TO AMEND THE DEFINITION FOR WALL SIGN; AMENDING CHAPTER 15, SECTION 7, RELATING TO LED DISPLAY REGULATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, City Council recognizes the advancement in technology that makes the use of LED display screens a safer and more efficient way to display gas prices; and

WHEREAS, City Council finds it necessary to maintain a consistently applied and aesthetically pleasing standard for all signage within the City of Port Orange; and

WHEREAS, the proposed amendments are intended to improve the content of the existing code as part of an on-going maintenance effort; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Section 2 of the Land Development Code, to modify the following definition to read as follow:

Chapter 2 – DEFINITIONS AND INTERPRETATIONS
Section 2: - Definitions.

Wall sign. A sign painted on or affixed to the structural wall of a building, with a sign face approximately parallel to the wall perpendicular to the ground and projecting no more than 12 inches from the wall. The general term "wall sign" shall also include window signs and fascia signs. A banner made of cloth, paper, or fabric of any kind shall not be considered a wall sign.

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 15, Section 7 of the Land Development Code, to read as follows:

Chapter 15 – SIGNS
Section 7: - Miscellaneous signs.

(a) – (b) [*Remain Unchanged*]

(c) *Changeable copy signs.* Changeable copy signs shall be regulated under the following guidelines.

(1) – (3) [Remain Unchanged]

(4) *Light emitting diode (LED) display screens shall be permitted as part of a motor vehicle service station or convenience store with fuel operation freestanding sign and that meet the following requirements*:

(a) *General requirements.*

(1) Limited to display of numbers for only gas prices

(2) The freestanding sign that contains a display screen shall meet the requirements of section 4(a) of the chapter.

(3) The display screen shall not be oriented toward or face a residential zoning district.

(4) A photometric plan outlining the proposed illumination levels in footcandles shall be provided with the sign permit. Illumination levels shall not exceed 0.5 footcandles, as measured from adjacent rights-of-ways.

(b) *Design criteria.*

(1) The display screen must be integral to the design of the sign structure and shall not be the dominant element.

(2) The total LED display screen area is limited to 25% of a the allowed sign area

(3) Display screen is restricted to a single permanent background color and single color for gas prices

(4) Gas prices shall be static in nature and shall not scroll, blink, flicker, flash, scintillate or be otherwise animated.

(5) The display screen area shall provide a high-resolution picture quality with pixel spacing of 16 millimeter or less.

(6) Dimmers shall be installed and operated to eliminate glare, and at night the sign face display light shall not exceed a brightness of 2500 NITS (unit of light intensity, as measured

by candelas per square meter), as certified by the manufacturer.

(7) An information sheet shall be submitted as part of the sign permit application which includes the manufacturing specifications of the LED display screen being installed, along with contact information of the property owner, sign contractor and the display screen maintenance provider.

(d) – (g) [*Remain Unchanged*]

SECTION 3: 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 4: CODIFICATION.
The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 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: EFFECTIVE DATE.
This Ordinance shall take effect immediately upon adoption.

_____
MAYOR ALLEN GREEN

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: _____
Assistant City Attorney

STAFF REPORT
CASE NO. 14-25000004
LDC Amendments/Chapters 2, 3, 5, 6, 15, 16, 17, 18, and 19

REQUEST:	Amendments to the Land Development Code (LDC) Chapters 2, 3, 5, 6, 15, 16, 17, 18, and 19 as part of the effort to update the LDC
APPLICANT:	City of Port Orange
PLANNING COMMISSION RECOMMENDATION:	**Approval**
STAFF RECOMMENDATION:	**Approval**
STAFF CONTACT:	Tim Burman, Planning Manager (386) 506-5675
CITY COUNCIL DATE:	April 7, 2015

INTRODUCTION:
The Land Development Code (LDC) has not been comprehensively updated since the early 1990's. Staff has been updating the Code in phases over the past several years. Prior amendments included updates to sign regulations, the "green" building initiative, erosion control, floodplain management, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, fire impact fees, site plan and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, and others.

SUMMARY OF PROPOSED AMENDMENTS:
The proposed amendments in this package are intended to improve the content of the existing Code, as part of this on-going maintenance effort. The proposed Code improvements include two categories: 1) clarifications, procedural, and minor changes and 2) Code improvements. The first category consists of clarifications and minor changes that are simple clean-up items that make the Code more efficient to use. The Code improvements section includes changes to the content of the existing Code that are intended to address problems or issues encountered when applying the Code to actual developments.

CLARIFICATIONS, PROCEDURAL, AND MINOR CHANGES:

Items in this section of the report are generally minor changes to clarify and ensure consistency when staff interprets the Code and when citizens or developers refer to this Code or procedural changes to improve the development review process.

Amendment #1: Development Review and Public Hearing Deadline Calendars [Ordinance 2015-12]

The proposed amendment is to update the procedural requirements for adopting the Development Review (Exhibit A) and Public Hearing (Exhibit B) deadline calendars. These calendars are essentially the official deadlines to submit items for consideration by the SDRC, Planning Commission, or City Council.

Currently, the LDC requires the "Development Review Calendar" for site plans, subdivision plats, and PCD and PUD zoning amendments and the "Public Hearing Calendar" for rezoning, variances, and Comprehensive Plan amendments to be adopted by October 1st for the upcoming year. The schedule for approval of these calendars as prescribed in the LDC means these calendars are set before Council actually sets its meeting calendar for the upcoming year. Typically, the City Council meeting dates for an upcoming year are adopted at the last Council meeting in December.

This amendment would update the procedure to allow the Development Review and Public Hearing Calendars to be considered at the same meeting the Council adopts the City Council meetings schedule for the upcoming year. The proposed amendment would reduce possible conflicts between Council meeting dates and the calendars since they would be approved at the same time. [LDC, Ch 3, Article I, Sec 7 and Ch 19, Sec 1]

Amendment #2: Procedure for Approving a Subdivision or Site Improvement Agreement (SIA) [Ordinance 2015-12]

The proposed amendment would modify the procedure for approving a Subdivision or Site Improvement Agreement (SIA). A SIA is an agreement between the City and a property owner or developer that guarantees completion of public improvements (on-site or off-site) depicted on an approved set of subdivision or site construction plans. The SIA is a standard document that ensures the completion of site or subdivision improvements required by the LDC and requires a one-year warranty on the improvements referenced in the SIA. For development projects where a SIA is required, the LDC requires the SIA to be approved by Council at a regularly scheduled meeting. If an SIA is required, it must be approved prior to issuance of a Development Order (DO).

Past practice has generally been to place SIAs on the consent agenda due to their basic technical nature. Council has approved 14 SIAs over the past 3 years.

The proposed amendment would allow a SIA to be approved administratively and require the signature of the Mayor and City Manager. This is similar to how Unity of Title Agreements are processed. This amendment could reduce the review process time by about a month for development that is approved by staff (not a rezoning, plat, or PCD/PUD amendment). For example, the Wawa located at 1631 Dunlawton Avenue required a SIA for a public improvement. The site plan was approved by staff in mid-February but the Development Order was not issued until April due to the current SIA approval process. The proposed amendment would make the development review process more efficient and still provide assurance the improvements will be completed. [LDC, Ch 6, Sec 5]

Amendment #3: Procedure for making non-structural or non-electrical improvements to an existing monument sign [Ordinance 2015-12]

Currently, the LDC requires a building permit for any person to erect, construct, alter, or relocate any temporary or permanent sign and licensed contractors are required to pull these permits. The only sign alterations or installation that can be done by someone other than a contractor is to paint the face of a freestanding sign or to install a temporary sign.

The proposed amendment would allow a property owner, builder, or tenant to perform non-structural and non-electrical work on a monument sign. Minor modification such as vinyl letter replacement could be done by a property owner, builder, or tenant.

Recently, staff has received inquiries from business owners and tenants about removing and replacing vinyl letters on existing monument signs. This amendment would allow them to apply for and perform these types of modifications. Staff will review these requests and ensure the proposed minor modifications to a sign are in compliance with the LDC requirements for size, color, sign copy, and other aesthetics items. The process will be structured so it does not require a permit to be issued to a contractor. Any type of structural or electrical work on a sign would still require a building permit to be issued to a contractor. [LDC, Ch 15, Sec 2].

Sign face after vinyl letters have been removed

Sign face with vinyl replacement letters

CODE IMPROVEMENTS:

These are substantive changes to the Code and recommended to make it more effective and to be consistent with the Comprehensive Plan and Council direction.

Amendment #4: Rear Lot Line Setback for a Fence Abutting a Road [Ordinance 2015-14]

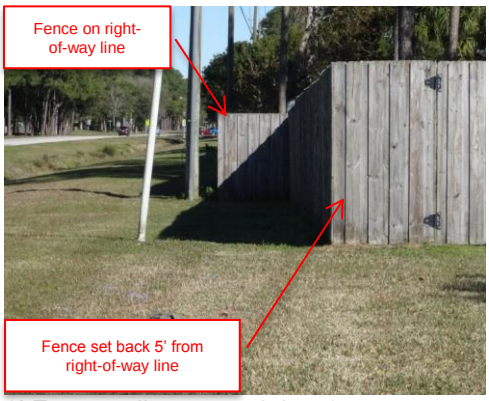
Description: Allow individual single-family and two-family residential lots with a rear lot line abutting a street to install a fence on the right-of-way line.

Justification: Prior to 2006, the LDC allowed fences to be installed on the rear lot line of lots abutting a street. However, in 2006 the LDC was amended and it appears that this language was inadvertently removed because there is no description in the staff report or files explaining why it was removed.

> Text removed in 2006:
> *Fences required or installed to provide rear lot screening of residential uses shall be exempt from right-of-way setback requirements. However, such fences shall comply with requirements to provide visibility clearance at intersections as described in section 6 of this chapter.*

As currently written, the LDC requires any new or replacement fences or walls being installed in a rear yard adjacent to a road to be located at least 5' from the right-of-way line. The proposed language would remove this setback and revert back to the rules in place before 2006.

Areas impacted by the setback include lots backing up to Willow Run Boulevard, Taylor Road, Spruce Creek Road, Clyde Morris Boulevard, and other local roads within residential subdivisions. The fence or wall would still be required to comply with all other applicable code requirements, such as the visual clearance triangle, aesthetic side facing the adjacent right-of-way, height in a secondary front-yard, etc. The proposed amendment would only affect the setback of the fence for single-family and two-family residential lots with a rear yard adjacent to a road.



6' Fence adjacent to right-of-way

Recently, staff has received inquiries about replacing dilapidated fences in rear yards abutting roads. A majority of these residents state they will not remove their existing fence because the Code requirement would result in losing 5 feet of their rear yard and make maintenance of the 5-foot strip of land on the other side of the fence difficult. Under the current requirement, homeowners would need to install a gate or access the 5' strip of land through existing rights-of-way. If homeowners do not maintain the 5' strip, it could result in additional code enforcement cases for high weeds and grass. In addition, the 5' setback for new fences could create an inconsistent fence line due to existing fences located on the property line. [LDC, Ch 16, Sec 3].

<u>Amendment #5:</u> Use of LED Display Screen for Gas Prices [Ordinance 2015-13]

Description: Allow Light Emitting Diode (LED) display screens to advertise gas prices for motor vehicle service stations and convenience stores with gas pumps.

Justification: Currently the LDC requires gas prices to be displayed with changeable copy numbers that can be manually attached to or removed from the sign. Over the past 2-3 years, gas station operators have approached the City about installing or replacing their manual changeable copy reader boards with a LED display screen to advertise gas prices. Within that timeframe, the Planning Commission has granted variances to four convenience stores with gas pumps to use LED instead of manual changeable copy numbers to display gas prices. Applicants have citied the advances in technology, which have improved the appearance of the LED display screens and that LED provides a more efficient way to display gas prices.

Monument sign at 3651 Clyde Morris Blvd. with LED gas price display.

Typically, when a series of variance requests are received and approved on the same issue, it indicates a need to review the Code to determine if changes are appropriate. The Planning Commission has also asked Staff to include an amendment to allow LED to display gas prices with a future Code update amendment.

The City Council discussed the City's current LED signs at the July 29, 2014 meeting. The Council did not indicate any immediate public safety concerns with the existing signs or approved variances for display gas prices using LED signs.

The proposed amendment would allow gas stations to use LED to display gas prices. The proposed language to be added to Chapter 15 includes the following restrictions for the use of the LED display screen to only gas prices. These restrictions are consistent with those required for the LED gas prices signs approved by variances. [LDC, Ch 15, Sec 7]

(a) General requirements.

(1) The freestanding sign that contains a display screen shall meet the requirements of section 4(a) of the chapter.

(2) The display screen shall not be oriented toward or face a residential zoning district.

(3) A photometric plan outlining the proposed illumination levels in footcandles shall be provided with the sign permit. Illumination levels shall not exceed 0.5 footcandles, as measured from adjacent rights-of-ways.

(b) Design criteria.

(1) The display screen must be integral to the design of the sign structure and shall not be the dominant element.

(2) The total LED display screen area is limited to 25% of a the allowed sign area

(3) Limited to display of numbers for only gas prices

(4) Display screen is restricted to a single permanent background color and single color for gas prices

(5) Gas prices shall be static in nature and shall not scroll, blink, flicker, flash, scintillate or be otherwise animated.

(6) The display screen area shall provide a high-resolution picture quality with pixel spacing of 16 millimeter or less.

(7) Dimmers shall be installed and operated to eliminate glare, and at night the sign face display light shall not exceed a brightness of 2500 NITS (unit of light intensity, as measured by candelas per square meter), as certified by the manufacturer.

(8) An information sheet shall be submitted as part of the sign permit application which includes the manufacturing specifications of the LED display screen being installed, along with contact information of the property owner, sign contractor and the display screen maintenance provider.

<u>Amendment #6:</u> Modify Permitted Use List for the Neighborhood Preservation (NP) Zoning District [Ordinance 2015-14]

Description: In recent years, Council has discussed the need to amend the Code to prevent the development of non-single-family uses in the NP zoning district and make the district more consistent with the intent to preserve existing neighborhoods.

Justification: According to the LDC, the purpose and intent of the Neighborhood Preservation (NP) zoning district (Exhibit C) is to preserve the character, housing mix and density of existing older mixed-use neighborhoods by providing for compatible infill development and redevelopment. The majority of the residential structures located within the NP zoning district are single-family homes. However, the list of permitted uses for the NP zoning district allows a much broader variety of uses than those typically found in a historically single-family neighborhood. These uses include two-family dwellings (duplex), multi-family dwellings, childcare facilities, nursing homes, assisted living facilities, clubs, lodges, and fraternal organizations, houses of worship, and private schools.

The proposed amendment would group all of the non-single-family uses as "uses permitted with special development requirements" or "uses approved with a special exception" and add a restriction that these uses are only permitted where they are already existing as of the effective date of this ordinance. No new non-single-family uses could be constructed after this ordinance is adopted.

Restricting the construction of new non-single-family structures is an initial effort to update the zoning category to focus on preserving the single-family neighborhoods and promoting infill development consistent with the current housing stock. The proposed amendment is similar to the recently approved amendment for the R-2D zoning district (December 2014) that allowed existing zero lot line homes to be maintained and replaced but no new zero lot line homes could be built [LDC, Ch 17, Sec 15, Ch 18, Sec 3, and Ch 18, Sec 4].

Allowing only new single-family dwellings to be constructed in the NP zoning district would be consistent with other residential zoning districts; such as the R-7SF, R-8SF, R-10SF, R-20SF, and RR that only permit construction of new single-family dwellings.

The non-single-family uses could be developed in other zoning districts:

- Two-family dwellings (duplex): R2D and PC-A
- Multi-family dwellings: R-3L, R-3M, R-3H, PC-A
- Child care facilities: R-3L, R-3M, R-3H, PO, NC, CC, ICD, RD, and PC-A
- Nursing homes: R-3L, R-3M, R-3H, PO, and PC-A
- Assisted living facilities: R-3L, R-3M, R-3H, PO, and PC-A
- Clubs, lodges, and fraternal organizations: R-3L, R-3M, R-3H, CC, ICD, RD, and PC-A
- Houses of worship: A, RR, R-7SF, R-3L, R-3M, R-3H, PO, RD, GPU, and PC-A
- Private schools: R-7SF, R-3L, R-3M, R-3H, PO, RD, GPU, and PC-A
-

<u>Amendment #7:</u> Revise the Definition for a "Wall Sign" [Ordinance 2015-13]

Description: Revise the definition for a "Wall Sign" to clarify that a banner made of cloth, paper, or fabric of any kind cannot be considered a permanent wall sign.

Justification: Currently, the LDC states a wall sign is "a sign painted on or affixed to the structural wall of a building, with a sign face approximately parallel to the wall perpendicular to the ground and projecting no more than 12 inches from the wall." The current definition allows businesses to attach a cloth, paper, or fabric banner to the exterior wall of a building to serve as their permanent wall sign. The proposed modification to the definition would clarify that a sign made of cloth, paper, or fabric affixed to the wall of a building is not permitted as a permanent sign. The Code modification is being proposed to ensure that only quality permanent wall signs are installed for commercial businesses. Although the banner type signs are less expensive, staff believes the higher quality is consistent with Council direction for commercial areas in the city. [LDC, Ch 2, Sec 2].

SUMMARY LIST OF AMENDMENTS:

Clarifications, Procedural, and Minor Changes

1) Development Review and Public Hearing Deadline Calendars (Ordinance 2015-12)
2) Procedure for approving a Subdivision or Site Improvement Agreement (Ordinance 2015-12)
3) Procedure for making non-structural or non-electrical improvements to a monument sign (Ordinance 2015-12)

Code Improvements

4) Rear lot line setback for a fence abutting a road (Ordinance 2015-14)
5) Use of LED display screen for gas prices (Ordinance 2015-13)
6) Modify permitted use list for the Neighborhood Preservation (NP) zoning district (Ordinance 2015-14)
7) Revise the definition for a "Wall Sign" (Ordinance 2015-13)

RECOMMENDATION:

Approval of the amendments to Chapters 2, 3, 5, 6, 15, 16, 17, 18, and 19 of the Land Development Code.

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT
2015 DEVELOPMENT REVIEW CALENDAR

(For use in determining application deadlines and SDRC meeting dates for site plans, final plat and plans, replats, amendments to master development agreements and conceptual development plans and PUD/PCD rezonings. Also minor subdivisions/exemptions and administrative variances shall be submitted by the application deadline listed below but normally require no further meeting dates after submittal. All other application types shall use the Public Hearing Calendar.)

NOTE: DATES ARE SUBJECT TO CHANGE, MEETINGS MAY BE ADDED OR DELETED BASED UPON NEED – PLEASE VERIFY ALL DATES WITH THE PLANNING DIVISION IN COMMUNITY DEVELOPMENT AT (386) 506-5674.

MEETING DATES AND DEADLINES		
APPLICATION DEADLINES ♦ (NO LATER THAN 12:00 NOON)	**SDRC MEETING DATES**	**SDRC RESUBMITTAL DEADLINES (NO LATER THAN 12:00 NOON)**
DECEMBER 18, 2014	JANUARY 7, 2015	MARCH 9, 2015
JANUARY 22, 2015	FEBRUARY 11, 2015	APRIL 13, 2015
FEBRUARY 19, 2015	MARCH 11, 2015	MAY 11, 2015
MARCH 19, 2015	APRIL 8, 2015	JUNE 8, 2015
APRIL 23, 2015	MAY 13, 2015	JULY 13, 2015
MAY 21, 2015	JUNE 10, 2015	AUGUST 10, 2015
JUNE 18, 2015	JULY 8, 2015	SEPTEMBER 7, 2015
JULY 23, 2015	AUGUST 12, 2015	OCTOBER 12, 2015
AUGUST 20, 2015	SEPTEMBER 9, 2015	NOVEMBER 9, 2015
SEPTEMBER 17, 2015	OCTOBER 7, 2015	DECEMBER 7, 2015
OCTOBER 15, 2015	NOVEMBER 4, 2015	JANUARY 11, 2016
NOVEMBER 12, 2015	DECEMBER 9, 2015	FEBRUARY 8, 2016
DECEMBER 17, 2015	JANUARY 13, 2016	MARCH 14, 2016
JANUARY 21, 2016	FEBRUARY 10, 2016	APRIL 11, 2016

STAFF DEVELOPMENT REVIEW COMMITTEE (SDRC) – Agendas are established and mailed/emailed to all applicants at least one week prior to the meeting date.

PLANNING COMMISSION – Meets the fourth Thursday of each month (except November and December due to Holidays), at 5:00 p.m., 1000 City Center Circle in the Council Chambers, 1st floor, City Hall.

CITY COUNCIL – Normally considers Planning Commission items on the third and fourth Tuesday of each month (dates may be subject to change). Site plans, final plat and plans, replats, amendments to master development agreements and conceptual development plans, and PUD/PCD rezonings are generally considered at the fourth Tuesday of each month. To verify scheduling dates and times, please contact the Community Development Department, Planning Division, at (386) 506-5674.

PLEASE NOTE THE FOLLOWING:

- **Planning Commission and City Council meeting dates shall be established for each project upon resolution of outstanding technical comments.**
- City Ordinance requires a pre-application conference prior to submittal of plat & plans, replats, minor subdivisions/exemptions, amendments to PUD/PCD's, a site development plans. Pre-application conferences are also encouraged for all other types of applications. To schedule a pre-application conference, plea contact the Planning Division in Community Development at (386) 506-5674.

EXHIBIT A

EXHIBIT B

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT
2015 PUBLIC HEARING CALENDAR

(For use in determining application deadlines and meeting dates for annexations, comprehensive plan amendments, land development code text amendments, conditional uses, special exceptions, variances, appeals, and administrative and conventional rezonings. All other application types shall use the Development Review Calendar.)

MEETING DATES		
APPLICATION DEADLINES (BY 4:00 P.M.)	**PLANNING COMMISSION MEETING DATES**	**CITY COUNCIL MEETING DATES ***
JANUARY 22, 2015	FEBRUARY 26, 2015	MARCH 17, 2015
FEBRUARY 19, 2015	MARCH 26, 2015	APRIL 21, 2015
FEBRUARY 19, 2015 CPA	**MAY 28, 2015 CPA**	**JUNE 16, 2015 CPA**
MARCH 19, 2015	APRIL 23, 2015	MAY 19, 2015
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MAY 21, 2015	JUNE 25, 2015	JULY 21, 2015
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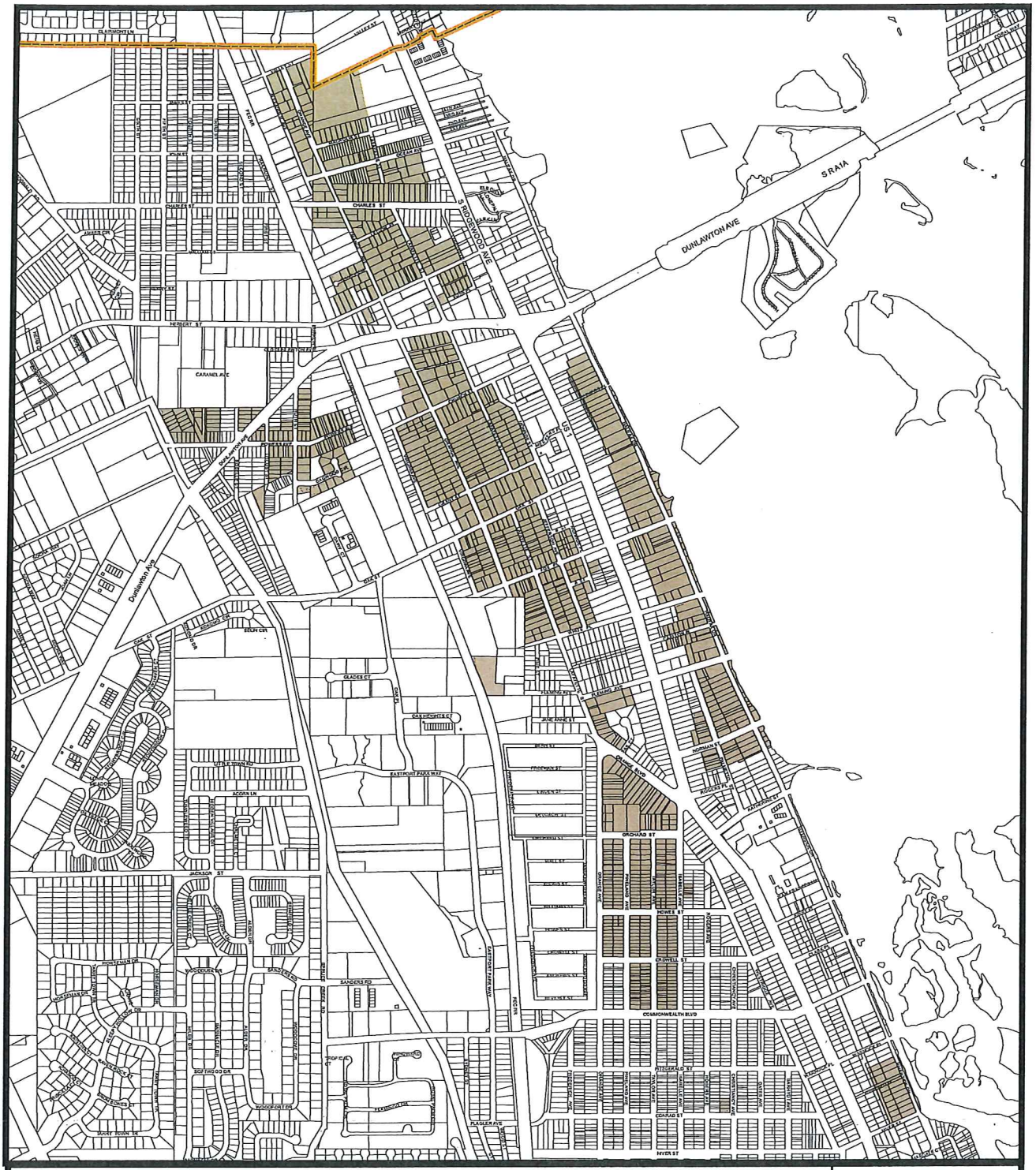
** These dates have been rescheduled from regular dates due to holidays.

PLANNING COMMISSION – Generally meets the fourth Thursday of each month (except November and December due to Holidays) at 5:00 p.m. at 1000 City Center Circle in the Council Chambers, 1st floor, City Hall.

CITY COUNCIL – Normally considers Planning Commission items on the third and fourth Tuesday of each month. Dates listed above are not assured. To verify scheduling dates and times, please contact the Community Development Department, Planning Division, at (386) 506-5674.

CPA – These dates represent the deadlines and meeting dates for large-scale Comprehensive Plan Amendments only, which may only be adopted twice per year, except as authorized by City Council for economic development or other special projects.

PLEASE NOTE: DATES ARE SUBJECT TO CHANGE, MEETINGS MAY BE ADDED OR DELETED BASED UPON NEED – VERIFY ALL DATES WITH THE PLANNING DIVISION IN COMMUNITY DEVELOPMENT AT (386) 506-5674. LOBBY HOURS FOR COMMUNITY DEVELOPMENT ARE FROM 8:00 A.M. TO 4:00 P.M. DAILY, MONDAY THROUGH FRIDAY. ALL APPLICATION DEADLINES NOTED ABOVE ARE DUE NO LATER THAN 4:00 P.M. ON EACH APPLICABLE DATE.



CityBoundary

ZONING

NP Neighborhood Preservation

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N
W E
S

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-14 – Land Development Code Text Amendments updating Chapters 16, 17, and 18

DEPARTMENT: Community Development

RECOMMENDED MOTION:

Move to approve Ordinance No. 2015-14 on first reading amending Chapters 16, 17, and 18 of the Land Development Code.

SUMMARY: Planning Commission Action (2/26/15): Approval

The proposed amendments are intended to improve the content of the existing Code, as part of an on-going maintenance effort. The proposed amendments include two categories: 1) clarifications, procedural, and minor changes and 2) Code improvements. The first category consists of clarifications, procedural and minor changes that are simple clean-up items that make the Code more efficient to use. The Code improvements section includes changes to the content of the existing Code that are intended to address problems or issues encountered when applying the Code to actual developments or to align the Code with Council direction.

C. Code Improvements Related to Residential Property (Ordinance No. 2015-14):

6. Modify Permitted Use List for the Neighborhood Preservation (NP) Zoning District (LDC, Ch 17, Sec 15 & Ch 18, Sec 3 & 4)

7. Rear Lot Line Setback for a Fence Abutting a Road (LDC, Ch 16, Sec 3)

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ordinance 2015-14	Ord 2015-14.pdf
2.	Staff Report	STAFF REPORT LDC - Final.pdf

Fenwick, Robin	Created/Initiated - 03/24/2015
Clark, Wayne	Approved - 03/24/2015
Roberts, Margaret	Approved - 04/02/2015
Harden, David	Final Approval - 04/02/2015

ORDINANCE NO. 2015-14

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE LAND DEVELOPMENT CODE; AMENDING CHAPTER 16, SECTION 3, RELATING TO SETBACK REQUIREMENTS FOR THROUGH LOTS; AMENDING CHAPTER 17, SECTION 15, RELATING TO PERMITTED USES WITHIN THE NEIGHBORHOOD PRESERVATION (NP) DISTRICT; AMENDING CHAPTER 18, SECTION 3, RELATING TO SPECIAL EXCEPTION REQUIREMENTS FOR PRIVATE SCHOOLS IN THE NP DISTRICT; AMENDING CHAPTER 18, SECTION 4, RELATING TO THE SPECIAL DEVELOPMENT REQUIREMENTS FOR TWO-FAMILY DWELLINGS, MULTI-FAMILY DWELLINGS, ASSISTED LIVING FACILITIES, CHILD CARE CENTERS, CLUBS, LODGES, AND FRATERNAL ORGANIZATIONS, AND NURSING HOMES IN THE NP DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, City Council wishes to promote the replacement of weathered and dilapidated fences along local roadways while deterring the formation of an inconsistent fence line; and

WHEREAS, City Council has determined a need to promote the single-family uses in the NP zoning district and make the district more consistent with the intent to preserve existing neighborhoods; and

WHEREAS, the proposed amendments are intended to improve the content of the existing code as part of an on-going maintenance effort; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 13, Section 3 of the Land Development Code, to read as follows:

Chapter 16 - MISCELLANEOUS REGULATIONS
Section 3: - Fences and walls.

(a) *In general.* All fences and walls shall be constructed in compliance with applicable building codes and in accordance with the following dimensional and use regulations.

(b) *General provisions.*

(1) *Restrictions*.

(a) – (c) [*Remain Unchanged*]

(2) *Height.*

(a) – (f) [*Remain Unchanged*]

(g) ~~For individual single-family and two-family residential through lots with a secondary front lot line abutting a local street or arterial or collector road, a six-foot-tall privacy fence may be placed to within five feet of the secondary front lot line.~~

For individual single-family and two-family residential through lots with a rear lot line abutting the right-of-way line of a local street or arterial or collector road, a privacy fence not to exceed six feet in height may be placed on the rear lot line.

(h) – (i) [*Remain Unchanged*]

(3) *Location.*

(a) No permanent fence or wall shall be located closer than five feet to any right-of-way line, unless otherwise permitted in this chapter.

(b) No permanent fence or wall shall be located within areas required to provide clearance for visibility in accordance with ~~section 6 of~~ this chapter.

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 17, Section 15 of the Land Development Code, to read as follows:

Chapter 17 – ZONING DISTRICT REGULATIONS
Section 15: - Neighborhood preservation (NP) district.

(a) *Purpose and intent.* The neighborhood preservation district is designed to preserve the character, housing mix and density of existing older mixed use neighborhoods by providing for compatible infill development and redevelopment, where enforcement of the dimensional requirements of other conventional and contemporary residential zoning districts would not be possible.

(b) *Permitted uses.*

(1) Single-family detached dwellings.

~~(2) Two-family dwellings, subject to subsection (d) below.~~

~~(3) Multifamily dwellings, subject to subsection (d) below.~~

(bb) *Permitted uses with special development requirements (chapter 18, section 4).*

(1) Assisted living facilities (subsection 1.5).

(2) Child care centers (subsection 4.5).

(3) Clubs, lodges, and fraternal organizations (subsection ~~5~~ 4.9).

(4) Garage apartments (subsection 5.5).

(5) Nursing homes (subsection 10).

(6) Community gardens (subsection 5.1).

(7) Multifamily dwellings (subsection 9.8).

(8) Two-family dwellings (subsection 18).

(c) *Special exception uses (chapter 18, section 3).*

(1) Houses of worship (subsection 8).

(2) Private schools (subsection 16.2).

(d) *Dimensional requirements.*

(1) *Single-family detached dwellings.*

(a) Minimum lot width and area: A single-family detached dwelling may be constructed on any existing nonconforming lot of record. Subdivision of land for single-family detached use shall comply with the prevailing development pattern and dimensions for such use within a 200-foot radius of the land to be subdivided. Where existing lots of record have been aggregated for existing development, the pattern shall be based on the aggregation of lots rather than the actual plat.

(b) Front yard setback: The minimum front yard setback shall be determined by the average dimension used for existing structures with 100 feet of the property measured along the same side of the roadway frontage.

(c) Side corner setback: Where any corner lot does not provide for extra width to accommodate use of the front yard setback on all roadway frontages, a lesser setback consistent with those found in the surrounding area may be allowed. In no case shall the side corner setback be less than 15 feet.

(d) Side yard setback: The minimum side yard setback shall be five feet for lots less than 75 feet in width, and 7½ feet for lots of 75 feet or greater.

(e) Rear yard setback: The minimum rear yard setback shall be 25 feet.

~~(2) *Two-family dwellings.*~~

~~(a) Minimum lot width and area: The minimum lot width for a two-family dwelling shall be 90 feet. The minimum lot area shall be 9,000 square feet.~~

~~(b) Front, side corner and rear yard setbacks: The minimum front, side corner and rear yard setbacks shall be as provided in [subsection] (1) above.~~

~~(c) Side yard setback: The minimum side yard setback shall be ten feet.~~

~~(3) *Multifamily dwellings.*~~

~~(a) Minimum lot width and area: The minimum lot width shall be 100 feet. The minimum lot area shall be 15,000 square feet.~~

~~(b) Front, side corner and rear yard setbacks: The minimum front, side corner and rear yard setbacks shall be as provided in [subsection] (1) above.~~

~~(c) Side yard setback: The minimum side yard setback shall be 25 feet.~~

~~(d) Maximum building height: The maximum building height shall be 35 feet.~~

~~(e) Multifamily development of three units or more shall comply with all applicable provisions of this code for such development, including off-street parking, spacing between buildings, landscaping, open space and bufferyards.~~

~~(f) The maximum number of permitted dwellings units shall be one unit per 5,000 square feet of lot area. Any fraction thereof shall be credited toward additional dwelling units.~~

SECTION 3: The City Council hereby amends Chapter 18, Section 3 of the Land Development Code, to read as follows:

Chapter 18 - CONDITIONAL USES, SPECIAL EXCEPTIONS AND PERMITTED USES WITH SPECIAL DEVELOPMENT REQUIREMENTS

Section 3: - Special requirements for special exception uses.

(a) *In general.* For those special exception uses listed below, the following special requirements shall apply in addition to those described in section 2(d) above.

(b) *Special requirements.*

(1) – (15) [*Remain Unchanged*]

(16) *Private schools (A, R-7SF, R-3L, R-3M, R-3H, ~~NP~~, PO).*

(a) The proposed site shall be a minimum of one acre.

(b) The proposed site shall front on an arterial or major collector roadway.

(c) Buffering shall be provided based on a land use intensity factor of six for outdoor play areas, seven for loading and service areas and five for the remainder of the use.

(d) Regular storage of any vehicles on the site shall not be permitted unless located to the rear of the property and screened from view from any public rights-of-way or adjoining property.

(16.2) *Private schools (NP)*

(a) Use is only permitted where a private school existed as of the effective date of ordinance 2015-14

(b) Replacement of an existing private school is allowed provided the new structure is located within the same setbacks as the former structure and existing site improvements are upgraded to comply with all applicable provisions of this code for such development.

(c) Buffering shall be provided based on a land use intensity factor of six for outdoor play areas, seven for loading and service areas and five for the remainder of the use.

(d) Regular storage of any vehicles on the site shall not be permitted unless located to the rear of the property and screened from view from any public rights-of-way or adjoining property

(17) – (25) [*Remain Unchanged*]

SECTION 4: The City Council hereby amends Chapter 18, Section 4 of the Land Development Code, to read as follows:

Chapter 18 - CONDITIONAL USES, SPECIAL EXCEPTIONS AND PERMITTED USES WITH SPECIAL DEVELOPMENT REQUIREMENTS
Section 4: - Special development requirements for permitted uses.

(a) *In general*. The following uses shall be considered permitted uses within the corresponding zoning districts, provided that proposed development, redevelopment, renovation, or reuse of any site for the subject use complies with the special development requirements set forth in subsection (b) and, where applicable, the special locational criteria set forth in subsection (c).

(b) *Special development requirements*.

(1) *Assisted living facilities (R-3L, R-3M, ~~NP~~, RD).*

(a) The proposed site shall have a residential future land use designation.

(b) The proposed site shall be a minimum of one acre.

(c) The proposed site shall front on an arterial or major collector roadway.

(d) Buffering shall be provided based on a land use intensity factor of six for service and loading areas, and four for the remainder of the use.

(e) Maximum density shall not exceed that permitted within the underlying zoning district. For properties zoned RD, the maximum density shall not exceed that permitted by the future land use designation.

(1.5) *Assisted living facilities (NP).*

(a) Use is only permitted where an assisted living facility existed as of the effective date of ordinance 2015-14.

(b) Replacement of an existing assisted living facility is allowed provided the new structure is located within the same setbacks as the former structure, the number of rooms shall not be increased beyond the number available in the former structure, and existing site improvements are upgraded to comply with all applicable provisions of this code for such development.

(c) Buffering shall be provided based on a land use intensity factor of six for service and loading areas, and four for the remainder of the use.

(2) – (3.5) [*Remain Unchanged*]

(4) *Child care centers (R-3L, R-3M, R-3H, ~~NP~~, NC, CC, ICD, RD, PO, GPU, ORT, MXC).*

(a) The proposed site shall be a minimum of 15,000 square feet with a minimum lot width of 100 feet.

(b) The proposed site shall front on an arterial roadway.

(c) A minimum of 2,000 square feet of outside play area shall be provided for the first 50 children or less, and 22.5 square feet of play area per child shall be provided for each additional child after 50.

(d) The play area shall be completely enclosed with a minimum six-foot-high opaque wall or fence to be constructed as part of the required bufferyard.

(e) Buffering shall be provided based on a land use intensity factor of six.

(f) Equipment in the play area shall be located within the buildable area in any residential zone.

(g) The proposed architectural treatment shall be compatible with surrounding development with regard to building height and bulk, elevation design, colors and exterior finish materials.

(h) Indoor play area may be used in lieu of outdoor play area, if outdoor play area is not available pursuant to F.S. § 402.305(14).

(4.5) *Child care centers (NP).*

(a) Use is only permitted where a child care center existed as of the effective date of ordinance 2015-14.

(b) Replacement of an existing child care center is allowed provided the new structure is located within the same setbacks as the former structure and existing site improvements are upgraded to comply with all applicable provisions of this code for such development

(c) A minimum of 2,000 square feet of outside play area shall be provided for the first 50 children or less, and 22.5 square feet of play area per child shall be provided for each additional child after 50.

(d) The play area shall be completely enclosed with a minimum six-foot-high opaque wall or fence to be constructed as part of the required bufferyard.

(e) Buffering shall be provided based on a land use intensity factor of six.

(f) Equipment in the play area shall be located within the buildable area in any residential zone.

(g) The proposed architectural treatment shall be compatible with surrounding development with regard to building height and bulk, elevation design, colors and exterior finish materials.

(h) Indoor play area may be used in lieu of outdoor play area, if outdoor play area is not available pursuant to F.S. § 402.305(14).

(4.9) *Clubs, lodges, and fraternal organizations (NP).*

(a) Use is only permitted where a club, lodge, and fraternal organization existed as of the effective date of ordinance 2015-14.

(b) Replacement of an existing club, lodge, and fraternal organization is allowed provided the new structure is located within the same setbacks as the former structure and existing site improvements are upgraded to comply with all applicable provisions of this code for such development.

(c) The proposed architectural treatment shall be generally similar to surrounding development with regard to building height and bulk, elevation design, colors and exterior finish materials.

(d) Verification shall be provided to ensure that proposed parking is adequate to serve the full attendance of all events which occur more than twice a year.

(e) Buffering shall be provided based on a land use intensity factor of five.

(5) *Clubs, lodges, and fraternal organizations (R-3L, R-3M, R-3H~~, NP~~).*

(a) The proposed site shall front on an arterial or major collector roadway.

(b) The proposed architectural treatment shall be generally similar to surrounding development with regard to building height and bulk, elevation design, colors and exterior finish materials.

(c) Verification shall be provided to ensure that proposed parking is adequate to serve the full attendance of all events which occur more than twice a year.

(d) Buffering shall be provided based on a land use intensity factor of five.

(5.1) – (9.7) [*Remain Unchanged*]

(9.8) Multifamily dwellings (NP)

(a) Use is only permitted where a multifamily structure(s) existed as of the effective date of ordinance 2015-14.

(b) Replacement of an existing multifamily structure(s) is allowed provided the new multifamily structure(s) is constructed in accordance with the following setbacks:

(1) Front yard setback: The minimum front yard setback shall be determined by the average dimension used for existing structures with 100 feet of the property measured along the same side of the roadway frontage.

(2) Side corner setback: Where any corner lot does not provide for extra width to accommodate use of the front yard setback on all roadway frontages, a lesser setback consistent with those found in the surrounding area may be allowed. In no case shall the side corner setback be less than 15 feet.

(3) Side yard setback: The minimum side yard setback shall be 25 feet.

(4) Rear yard setback: The minimum rear yard setback shall be 25 feet. A multifamily building greater than 25 feet in height shall have a building setback equal to or greater than the building height.

(c) The number of dwellings shall not be increased beyond the number available in the former structure.

(d) Existing site improvements shall be upgraded to comply with all applicable provisions of this code for such development

(e) Maximum building height: The maximum building height shall be 35 feet.

(10) *Nursing homes (R-3L, R-3M, R-3H, ~~NP,~~ RD).*

(a) The proposed site shall front on an arterial or major collector roadway.

(b) Buffering shall be provided based on a land use intensity factor of six for service and loading areas, and four for the remainder of the use.

(10.5) *Nursing homes (NP).*

(a) Use is only permitted where a nursing home existed as of the effective date of ordinance 2015-14.

(b) Replacement of an existing nursing home is allowed provided the new structure is located within the same setbacks as the former building and the number of rooms shall not be increased beyond the number of rooms available in the former structure, and existing site improvements are upgraded to satisfy current code requirements.

(c) Buffering shall be provided based on a land use intensity factor of six for service and loading areas, and four for the remainder of the use.

(11) – (17) [*Remain Unchanged*]

(18) *Two-family dwellings* (NP).

(a) Use is only permitted where a two-family dwelling existed as of the effective date of ordinance 2015-14.

(b) Replacement of an existing two-family dwelling is allowed provided the n two-family dwelling is built based on the setbacks in effect prior to adoption of Ordinance 2015-14 (05-05-2015).

(1) Front yard setback: The minimum front yard setback shall be determined by the average dimension used for existing structures with 100 feet of the property measured along the same side of the roadway frontage.

(2) Side corner setback: Where any corner lot does not provide for extra width to accommodate use of the front yard setback on all roadway frontages, a lesser setback consistent with those found in the surrounding area may be allowed. In no case shall the side corner setback be less than 15 feet.

(3) Side yard setback: The minimum side yard setback shall be five feet for lots less than 75 feet in width, and 7½ feet for lots of 75 feet or greater.

(4) Rear yard setback: The minimum rear yard setback shall be 25 feet.

(c) *Special locational criteria.* Where the proposed site for a permitted use with special development requirements is required to be located on or front on an arterial or major collector roadway, said requirement is intended to ensure that traffic impacts associated with the use are directed toward the arterial or major collector roadway. This frontage requirement may be met by sites without direct frontage on an arterial or major collector roadway, provided that the proposed site is located in close proximity to the designated roadway and the traffic impacts associated with the proposed use will be directed through areas of higher intensity development to reach the designated roadway.

SECTION 5: 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 6: CODIFICATION.
The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 7: 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 8: EFFECTIVE DATE.
This Ordinance shall take effect immediately upon adoption.

_____
MAYOR ALLEN GREEN

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: _____
Assistant City Attorney

STAFF REPORT
CASE NO. 14-25000004
LDC Amendments/Chapters 2, 3, 5, 6, 15, 16, 17, 18, and 19

REQUEST:	Amendments to the Land Development Code (LDC) Chapters 2, 3, 5, 6, 15, 16, 17, 18, and 19 as part of the effort to update the LDC
APPLICANT:	City of Port Orange
PLANNING COMMISSION RECOMMENDATION:	**Approval**
STAFF RECOMMENDATION:	**Approval**
STAFF CONTACT:	Tim Burman, Planning Manager (386) 506-5675
CITY COUNCIL DATE:	April 7, 2015

INTRODUCTION:
The Land Development Code (LDC) has not been comprehensively updated since the early 1990's. Staff has been updating the Code in phases over the past several years. Prior amendments included updates to sign regulations, the "green" building initiative, erosion control, floodplain management, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, fire impact fees, site plan and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, and others.

SUMMARY OF PROPOSED AMENDMENTS:
The proposed amendments in this package are intended to improve the content of the existing Code, as part of this on-going maintenance effort. The proposed Code improvements include two categories: 1) clarifications, procedural, and minor changes and 2) Code improvements. The first category consists of clarifications and minor changes that are simple clean-up items that make the Code more efficient to use. The Code improvements section includes changes to the content of the existing Code that are intended to address problems or issues encountered when applying the Code to actual developments.

CLARIFICATIONS, PROCEDURAL, AND MINOR CHANGES:

Items in this section of the report are generally minor changes to clarify and ensure consistency when staff interprets the Code and when citizens or developers refer to this Code or procedural changes to improve the development review process.

Amendment #1: Development Review and Public Hearing Deadline Calendars [Ordinance 2015-12]

The proposed amendment is to update the procedural requirements for adopting the Development Review (Exhibit A) and Public Hearing (Exhibit B) deadline calendars. These calendars are essentially the official deadlines to submit items for consideration by the SDRC, Planning Commission, or City Council.

Currently, the LDC requires the "Development Review Calendar" for site plans, subdivision plats, and PCD and PUD zoning amendments and the "Public Hearing Calendar" for rezoning, variances, and Comprehensive Plan amendments to be adopted by October 1st for the upcoming year. The schedule for approval of these calendars as prescribed in the LDC means these calendars are set before Council actually sets its meeting calendar for the upcoming year. Typically, the City Council meeting dates for an upcoming year are adopted at the last Council meeting in December.

This amendment would update the procedure to allow the Development Review and Public Hearing Calendars to be considered at the same meeting the Council adopts the City Council meetings schedule for the upcoming year. The proposed amendment would reduce possible conflicts between Council meeting dates and the calendars since they would be approved at the same time. [LDC, Ch 3, Article I, Sec 7 and Ch 19, Sec 1]

Amendment #2: Procedure for Approving a Subdivision or Site Improvement Agreement (SIA) [Ordinance 2015-12]

The proposed amendment would modify the procedure for approving a Subdivision or Site Improvement Agreement (SIA). A SIA is an agreement between the City and a property owner or developer that guarantees completion of public improvements (on-site or off-site) depicted on an approved set of subdivision or site construction plans. The SIA is a standard document that ensures the completion of site or subdivision improvements required by the LDC and requires a one-year warranty on the improvements referenced in the SIA. For development projects where a SIA is required, the LDC requires the SIA to be approved by Council at a regularly scheduled meeting. If an SIA is required, it must be approved prior to issuance of a Development Order (DO).

Past practice has generally been to place SIAs on the consent agenda due to their basic technical nature. Council has approved 14 SIAs over the past 3 years.

The proposed amendment would allow a SIA to be approved administratively and require the signature of the Mayor and City Manager. This is similar to how Unity of Title Agreements are processed. This amendment could reduce the review process time by about a month for development that is approved by staff (not a rezoning, plat, or PCD/PUD amendment). For example, the Wawa located at 1631 Dunlawton Avenue required a SIA for a public improvement. The site plan was approved by staff in mid-February but the Development Order was not issued until April due to the current SIA approval process. The proposed amendment would make the development review process more efficient and still provide assurance the improvements will be completed. [LDC, Ch 6, Sec 5]

Amendment #3: Procedure for making non-structural or non-electrical improvements to an existing monument sign [Ordinance 2015-12]

Currently, the LDC requires a building permit for any person to erect, construct, alter, or relocate any temporary or permanent sign and licensed contractors are required to pull these permits. The only sign alterations or installation that can be done by someone other than a contractor is to paint the face of a freestanding sign or to install a temporary sign.

The proposed amendment would allow a property owner, builder, or tenant to perform non-structural and non-electrical work on a monument sign. Minor modification such as vinyl letter replacement could be done by a property owner, builder, or tenant.

Recently, staff has received inquiries from business owners and tenants about removing and replacing vinyl letters on existing monument signs. This amendment would allow them to apply for and perform these types of modifications. Staff will review these requests and ensure the proposed minor modifications to a sign are in compliance with the LDC requirements for size, color, sign copy, and other aesthetics items. The process will be structured so it does not require a permit to be issued to a contractor. Any type of structural or electrical work on a sign would still require a building permit to be issued to a contractor. [LDC, Ch 15, Sec 2].

Sign face after vinyl letters have been removed

Sign face with vinyl replacement letters

CODE IMPROVEMENTS:

These are substantive changes to the Code and recommended to make it more effective and to be consistent with the Comprehensive Plan and Council direction.

Amendment #4: Rear Lot Line Setback for a Fence Abutting a Road [Ordinance 2015-14]

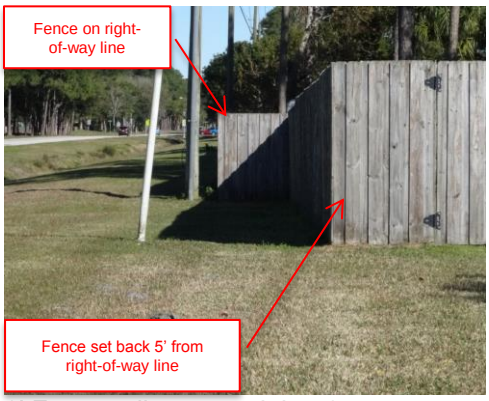
Description: Allow individual single-family and two-family residential lots with a rear lot line abutting a street to install a fence on the right-of-way line.

Justification: Prior to 2006, the LDC allowed fences to be installed on the rear lot line of lots abutting a street. However, in 2006 the LDC was amended and it appears that this language was inadvertently removed because there is no description in the staff report or files explaining why it was removed.

> Text removed in 2006:
> *Fences required or installed to provide rear lot screening of residential uses shall be exempt from right-of-way setback requirements. However, such fences shall comply with requirements to provide visibility clearance at intersections as described in section 6 of this chapter.*

As currently written, the LDC requires any new or replacement fences or walls being installed in a rear yard adjacent to a road to be located at least 5' from the right-of-way line. The proposed language would remove this setback and revert back to the rules in place before 2006.

Areas impacted by the setback include lots backing up to Willow Run Boulevard, Taylor Road, Spruce Creek Road, Clyde Morris Boulevard, and other local roads within residential subdivisions. The fence or wall would still be required to comply with all other applicable code requirements, such as the visual clearance triangle, aesthetic side facing the adjacent right-of-way, height in a secondary front-yard, etc. The proposed amendment would only affect the setback of the fence for single-family and two-family residential lots with a rear yard adjacent to a road.



6' Fence adjacent to right-of-way

Recently, staff has received inquiries about replacing dilapidated fences in rear yards abutting roads. A majority of these residents state they will not remove their existing fence because the Code requirement would result in losing 5 feet of their rear yard and make maintenance of the 5-foot strip of land on the other side of the fence difficult. Under the current requirement, homeowners would need to install a gate or access the 5' strip of land through existing rights-of-way. If homeowners do not maintain the 5' strip, it could result in additional code enforcement cases for high weeds and grass. In addition, the 5' setback for new fences could create an inconsistent fence line due to existing fences located on the property line. [LDC, Ch 16, Sec 3].

<u>Amendment #5:</u> Use of LED Display Screen for Gas Prices [Ordinance 2015-13]

Description: Allow Light Emitting Diode (LED) display screens to advertise gas prices for motor vehicle service stations and convenience stores with gas pumps.

Justification: Currently the LDC requires gas prices to be displayed with changeable copy numbers that can be manually attached to or removed from the sign. Over the past 2-3 years, gas station operators have approached the City about installing or replacing their manual changeable copy reader boards with a LED display screen to advertise gas prices. Within that timeframe, the Planning Commission has granted variances to four convenience stores with gas pumps to use LED instead of manual changeable copy numbers to display gas prices. Applicants have citied the advances in technology, which have improved the appearance of the LED display screens and that LED provides a more efficient way to display gas prices.

Monument sign at 3651 Clyde Morris Blvd. with LED gas price display.

Typically, when a series of variance requests are received and approved on the same issue, it indicates a need to review the Code to determine if changes are appropriate. The Planning Commission has also asked Staff to include an amendment to allow LED to display gas prices with a future Code update amendment.

The City Council discussed the City's current LED signs at the July 29, 2014 meeting. The Council did not indicate any immediate public safety concerns with the existing signs or approved variances for display gas prices using LED signs.

The proposed amendment would allow gas stations to use LED to display gas prices. The proposed language to be added to Chapter 15 includes the following restrictions for the use of the LED display screen to only gas prices. These restrictions are consistent with those required for the LED gas prices signs approved by variances. [LDC, Ch 15, Sec 7]

(a) General requirements.

(1) The freestanding sign that contains a display screen shall meet the requirements of section 4(a) of the chapter.

(2) The display screen shall not be oriented toward or face a residential zoning district.

(3) A photometric plan outlining the proposed illumination levels in footcandles shall be provided with the sign permit. Illumination levels shall not exceed 0.5 footcandles, as measured from adjacent rights-of-ways.

(b) Design criteria.

(1) The display screen must be integral to the design of the sign structure and shall not be the dominant element.

(2) The total LED display screen area is limited to 25% of a the allowed sign area

(3) Limited to display of numbers for only gas prices

(4) Display screen is restricted to a single permanent background color and single color for gas prices

(5) Gas prices shall be static in nature and shall not scroll, blink, flicker, flash, scintillate or be otherwise animated.

(6) The display screen area shall provide a high-resolution picture quality with pixel spacing of 16 millimeter or less.

(7) Dimmers shall be installed and operated to eliminate glare, and at night the sign face display light shall not exceed a brightness of 2500 NITS (unit of light intensity, as measured by candelas per square meter), as certified by the manufacturer.

(8) An information sheet shall be submitted as part of the sign permit application which includes the manufacturing specifications of the LED display screen being installed, along with contact information of the property owner, sign contractor and the display screen maintenance provider.

<u>Amendment #6:</u> Modify Permitted Use List for the Neighborhood Preservation (NP) Zoning District [Ordinance 2015-14]

Description: In recent years, Council has discussed the need to amend the Code to prevent the development of non-single-family uses in the NP zoning district and make the district more consistent with the intent to preserve existing neighborhoods.

Justification: According to the LDC, the purpose and intent of the Neighborhood Preservation (NP) zoning district (Exhibit C) is to preserve the character, housing mix and density of existing older mixed-use neighborhoods by providing for compatible infill development and redevelopment. The majority of the residential structures located within the NP zoning district are single-family homes. However, the list of permitted uses for the NP zoning district allows a much broader variety of uses than those typically found in a historically single-family neighborhood. These uses include two-family dwellings (duplex), multi-family dwellings, childcare facilities, nursing homes, assisted living facilities, clubs, lodges, and fraternal organizations, houses of worship, and private schools.

The proposed amendment would group all of the non-single-family uses as "uses permitted with special development requirements" or "uses approved with a special exception" and add a restriction that these uses are only permitted where they are already existing as of the effective date of this ordinance. No new non-single-family uses could be constructed after this ordinance is adopted.

Restricting the construction of new non-single-family structures is an initial effort to update the zoning category to focus on preserving the single-family neighborhoods and promoting infill development consistent with the current housing stock. The proposed amendment is similar to the recently approved amendment for the R-2D zoning district (December 2014) that allowed existing zero lot line homes to be maintained and replaced but no new zero lot line homes could be built [LDC, Ch 17, Sec 15, Ch 18, Sec 3, and Ch 18, Sec 4].

Allowing only new single-family dwellings to be constructed in the NP zoning district would be consistent with other residential zoning districts; such as the R-7SF, R-8SF, R-10SF, R-20SF, and RR that only permit construction of new single-family dwellings.

The non-single-family uses could be developed in other zoning districts:

- Two-family dwellings (duplex): R2D and PC-A
- Multi-family dwellings: R-3L, R-3M, R-3H, PC-A
- Child care facilities: R-3L, R-3M, R-3H, PO, NC, CC, ICD, RD, and PC-A
- Nursing homes: R-3L, R-3M, R-3H, PO, and PC-A
- Assisted living facilities: R-3L, R-3M, R-3H, PO, and PC-A
- Clubs, lodges, and fraternal organizations: R-3L, R-3M, R-3H, CC, ICD, RD, and PC-A
- Houses of worship: A, RR, R-7SF, R-3L, R-3M, R-3H, PO, RD, GPU, and PC-A
- Private schools: R-7SF, R-3L, R-3M, R-3H, PO, RD, GPU, and PC-A
-

<u>Amendment #7:</u> Revise the Definition for a "Wall Sign" [Ordinance 2015-13]

Description: Revise the definition for a "Wall Sign" to clarify that a banner made of cloth, paper, or fabric of any kind cannot be considered a permanent wall sign.

Justification: Currently, the LDC states a wall sign is "a sign painted on or affixed to the structural wall of a building, with a sign face approximately parallel to the wall perpendicular to the ground and projecting no more than 12 inches from the wall." The current definition allows businesses to attach a cloth, paper, or fabric banner to the exterior wall of a building to serve as their permanent wall sign. The proposed modification to the definition would clarify that a sign made of cloth, paper, or fabric affixed to the wall of a building is not permitted as a permanent sign. The Code modification is being proposed to ensure that only quality permanent wall signs are installed for commercial businesses. Although the banner type signs are less expensive, staff believes the higher quality is consistent with Council direction for commercial areas in the city. [LDC, Ch 2, Sec 2].

SUMMARY LIST OF AMENDMENTS:

Clarifications, Procedural, and Minor Changes

1) Development Review and Public Hearing Deadline Calendars (Ordinance 2015-12)
2) Procedure for approving a Subdivision or Site Improvement Agreement (Ordinance 2015-12)
3) Procedure for making non-structural or non-electrical improvements to a monument sign (Ordinance 2015-12)

Code Improvements

4) Rear lot line setback for a fence abutting a road (Ordinance 2015-14)
5) Use of LED display screen for gas prices (Ordinance 2015-13)
6) Modify permitted use list for the Neighborhood Preservation (NP) zoning district (Ordinance 2015-14)
7) Revise the definition for a "Wall Sign" (Ordinance 2015-13)

RECOMMENDATION:

Approval of the amendments to Chapters 2, 3, 5, 6, 15, 16, 17, 18, and 19 of the Land Development Code.

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT
2015 DEVELOPMENT REVIEW CALENDAR

(For use in determining application deadlines and SDRC meeting dates for site plans, final plat and plans, replats, amendments to master development agreements and conceptual development plans and PUD/PCD rezonings. Also minor subdivisions/exemptions and administrative variances shall be submitted by the application deadline listed below but normally require no further meeting dates after submittal. All other application types shall use the Public Hearing Calendar.)

NOTE: DATES ARE SUBJECT TO CHANGE, MEETINGS MAY BE ADDED OR DELETED BASED UPON NEED – PLEASE VERIFY ALL DATES WITH THE PLANNING DIVISION IN COMMUNITY DEVELOPMENT AT (386) 506-5674.

MEETING DATES AND DEADLINES		
APPLICATION DEADLINES ♦ (NO LATER THAN 12:00 NOON)	**SDRC MEETING DATES**	**SDRC RESUBMITTAL DEADLINES (NO LATER THAN 12:00 NOON)**
DECEMBER 18, 2014	JANUARY 7, 2015	MARCH 9, 2015
JANUARY 22, 2015	FEBRUARY 11, 2015	APRIL 13, 2015
FEBRUARY 19, 2015	MARCH 11, 2015	MAY 11, 2015
MARCH 19, 2015	APRIL 8, 2015	JUNE 8, 2015
APRIL 23, 2015	MAY 13, 2015	JULY 13, 2015
MAY 21, 2015	JUNE 10, 2015	AUGUST 10, 2015
JUNE 18, 2015	JULY 8, 2015	SEPTEMBER 7, 2015
JULY 23, 2015	AUGUST 12, 2015	OCTOBER 12, 2015
AUGUST 20, 2015	SEPTEMBER 9, 2015	NOVEMBER 9, 2015
SEPTEMBER 17, 2015	OCTOBER 7, 2015	DECEMBER 7, 2015
OCTOBER 15, 2015	NOVEMBER 4, 2015	JANUARY 11, 2016
NOVEMBER 12, 2015	DECEMBER 9, 2015	FEBRUARY 8, 2016
DECEMBER 17, 2015	JANUARY 13, 2016	MARCH 14, 2016
JANUARY 21, 2016	FEBRUARY 10, 2016	APRIL 11, 2016

STAFF DEVELOPMENT REVIEW COMMITTEE (SDRC) – Agendas are established and mailed/emailed to all applicants at least one week prior to the meeting date.

PLANNING COMMISSION – Meets the fourth Thursday of each month (except November and December due to Holidays), at 5:00 p.m., 1000 City Center Circle in the Council Chambers, 1st floor, City Hall.

CITY COUNCIL – Normally considers Planning Commission items on the third and fourth Tuesday of each month (dates may be subject to change). Site plans, final plat and plans, replats, amendments to master development agreements and conceptual development plans, and PUD/PCD rezonings are generally considered at the fourth Tuesday of each month. To verify scheduling dates and times, please contact the Community Development Department, Planning Division, at (386) 506-5674.

PLEASE NOTE THE FOLLOWING:

- **Planning Commission and City Council meeting dates shall be established for each project upon resolution of outstanding technical comments.**
- City Ordinance requires a pre-application conference prior to submittal of plat & plans, replats, minor subdivisions/exemptions, amendments to PUD/PCD's, a site development plans. Pre-application conferences are also encouraged for all other types of applications. To schedule a pre-application conference, plea contact the Planning Division in Community Development at (386) 506-5674.

EXHIBIT A

EXHIBIT B

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT
2015 PUBLIC HEARING CALENDAR

(For use in determining application deadlines and meeting dates for annexations, comprehensive plan amendments, land development code text amendments, conditional uses, special exceptions, variances, appeals, and administrative and conventional rezonings. All other application types shall use the Development Review Calendar.)

MEETING DATES		
APPLICATION DEADLINES (BY 4:00 P.M.)	**PLANNING COMMISSION MEETING DATES**	**CITY COUNCIL MEETING DATES ***
JANUARY 22, 2015	FEBRUARY 26, 2015	MARCH 17, 2015
FEBRUARY 19, 2015	MARCH 26, 2015	APRIL 21, 2015
FEBRUARY 19, 2015 CPA	**MAY 28, 2015 CPA**	**JUNE 16, 2015 CPA**
MARCH 19, 2015	APRIL 23, 2015	MAY 19, 2015
APRIL 23, 2015	MAY 28, 2015	JUNE 16, 2015
MAY 21, 2015	JUNE 25, 2015	JULY 21, 2015
JUNE 18, 2015	JULY 23, 2015	AUGUST 18, 2015
JUNE 18, 2015 CPA	**SEPTEMBER 24, 2015 CPA**	**OCTOBER 20, 2015 CPA**
JULY 23, 2015	AUGUST 27, 2015	SEPTEMBER 15, 2015
AUGUST 20, 2015	SEPTEMBER 24, 2015	OCTOBER 20, 2015
SEPTEMBER 17, 2015	OCTOBER 22, 2015	NOVEMBER 10, 2015
OCTOBER 15, 2015**	NOVEMBER 19, 2015**	DECEMBER 8, 2015
NOVEMBER 12, 2015**	DECEMBER 17, 2015**	JANUARY 19, 2016
DECEMBER 17, 2015	JANUARY 28, 2016	FEBRUARY 16, 2016
JANUARY 21, 2016	FEBRUARY 25, 2016	MARCH 15, 2016

* First reading of ordinances. Second reading of ordinances is generally scheduled for the next Council meeting listed. Council dates are subject to change and may be verified through the City Clerk's office (386) 506- 5563.

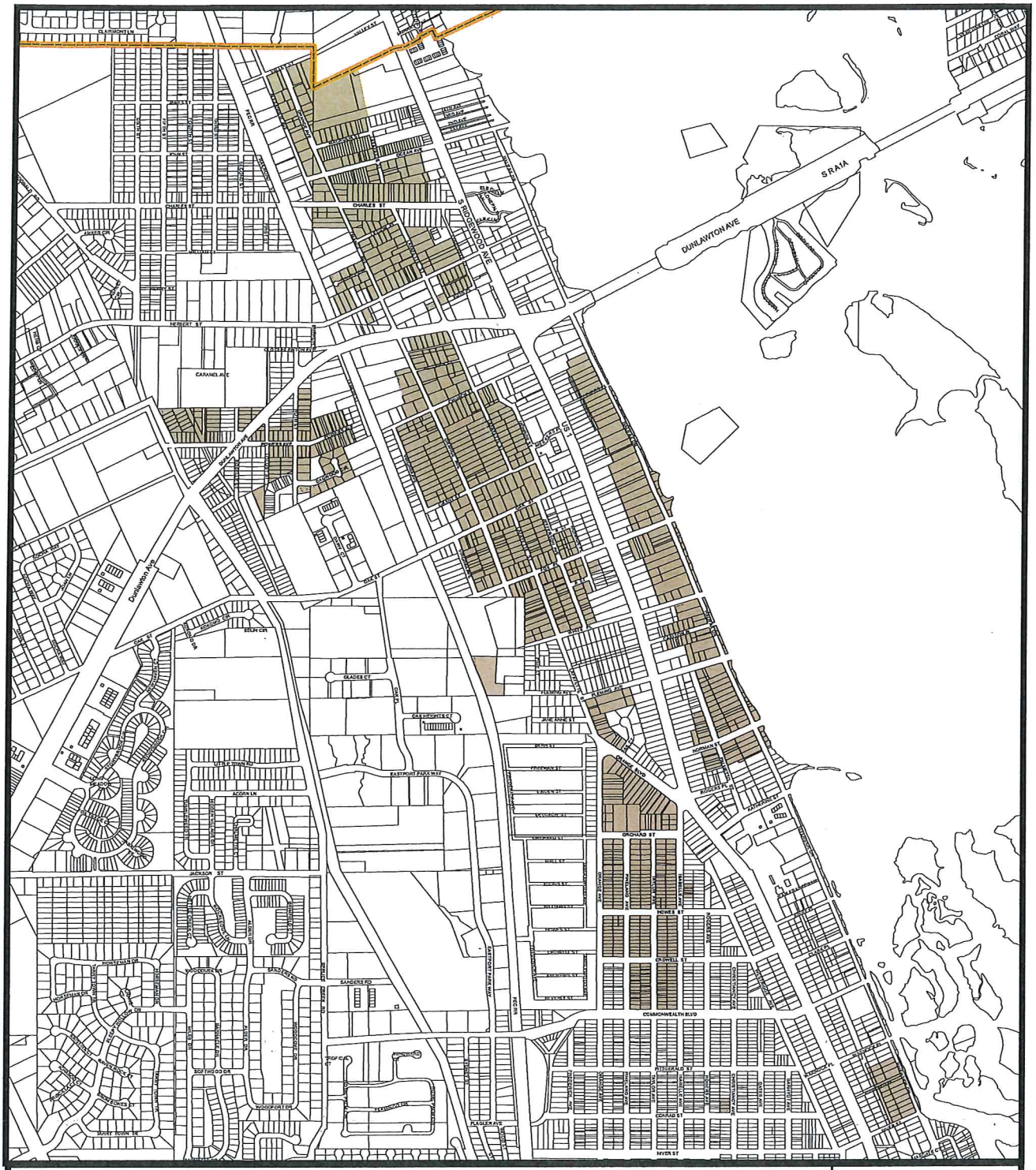
** These dates have been rescheduled from regular dates due to holidays.

PLANNING COMMISSION – Generally meets the fourth Thursday of each month (except November and December due to Holidays) at 5:00 p.m. at 1000 City Center Circle in the Council Chambers, 1st floor, City Hall.

CITY COUNCIL – Normally considers Planning Commission items on the third and fourth Tuesday of each month. Dates listed above are not assured. To verify scheduling dates and times, please contact the Community Development Department, Planning Division, at (386) 506-5674.

CPA – These dates represent the deadlines and meeting dates for large-scale Comprehensive Plan Amendments only, which may only be adopted twice per year, except as authorized by City Council for economic development or other special projects.

PLEASE NOTE: DATES ARE SUBJECT TO CHANGE, MEETINGS MAY BE ADDED OR DELETED BASED UPON NEED – VERIFY ALL DATES WITH THE PLANNING DIVISION IN COMMUNITY DEVELOPMENT AT (386) 506-5674. LOBBY HOURS FOR COMMUNITY DEVELOPMENT ARE FROM 8:00 A.M. TO 4:00 P.M. DAILY, MONDAY THROUGH FRIDAY. ALL APPLICATION DEADLINES NOTED ABOVE ARE DUE NO LATER THAN 4:00 P.M. ON EACH APPLICABLE DATE.



CityBoundary

ZONING

NP Neighborhood Preservation

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N
W E
S

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: No

SUBJECT: Woodland Center Replat and Subdivision Improvement Agreement located at 1590 Dunlawton Avenue, CASE NO. 14-50000004

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve the Replat for the Woodland Center Subdivision and the Subdivision Improvement Agreement (SIA) for this project.

SUMMARY: Planning Commission Action (2/26/15): Recommended Approval

The applicant is requesting to replat the Woodland Center Commercial Subdivision into three parcels. The replat has been designed according to the requirements of the City's Land Development Code (LDC) and the development standards outlined in Woodland Center PCD Master Development Agreement (MDA). The staff report is attached for more information.

The Walmart Super Center building will remain on Parcel 1 and a new outparcel (Parcel 3) will be created in the parking lot at the southeast corner of Dunlawton Avenue and Clyde Morris Boulevard. The new Parcel 2 includes the existing northernmost stormwater pond.

The parcels will be accessed from the current driveways off Dunlawton Avenue and Clyde Morris Boulevard. Cross-access easements are provided between Parcels 1 and 3 in order for vehicles to move between the parcels. The existing Clyde Morris Boulevard and Dunlawton Avenue landscape buffers will not be affected with the replat or development of Parcel 3, except for minor disturbance to the underbrush and some limbing up of existing trees within the Dunlawton Avenue landscape buffer to install utility lines and the proposed monument sign.

The Subdivision Improvement Agreement (SIA) is for construction of sewer infrastructure. The Land Development Code requires the construction of this improvement to serve the proposed development. The SIA is attached for review.

If the replat is approved, the applicant is proposing to develop Parcel 3 with a ±1,200 square foot convenience store with 12 fueling stations, gas canopy, and associated site improvements (Murphy Gas Station).

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Woodland Center	.pdf

	SIA	
2.	Staff Report	CC_staff rpt_WoodlandCenterRePlat.pdf

Cruz, Penelope	Created/Initiated - 03/18/2015
Clark, Wayne	Approved - 03/18/2015
Roberts, Margaret	Approved - 04/02/2015
Harden, David	Final Approval - 04/02/2015

This Document Prepared By:
Matthew J. Jones
Assistant City Attorney
Office of the City Attorney
1000 City Center Circle
Port Orange, FL 32129

Please Return Recorded Document to:
Office of Records Clerk
1000 City Center Circle
Port Orange, FL 32129

Space Reserved for Recording per §695.26(e)(1)Florida Statutes (2010)

CITY OF PORT ORANGE, FLORIDA
SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20___, by and between the **City of Port Orange, Florida**, a chartered municipal corporation, (hereinafter referred to as "the City") whose address is: 1000 City Center Circle, Port Orange FL 32129; **Wal-Mart Stores East, LP**, a Delaware Limited Partnership, (hereinafter referred to as "Walmart") whose address is: 702 SW 8th Street, Bentonville, Arkansas 72716; **Murphy Oil USA, Inc.**, a Delaware Corporation, (hereinafter referred to as "Murphy") whose address is: 200 Peach Street, El Dorado, Arkansas 71730.

W I T N E S S E T H

WHEREAS, Walmart warrants that it is the owner of the property legally described on **Exhibit "A"** attached hereto and referred to herein as the ("Subject Property"); and

WHEREAS, Walmart desires to replat the Subject Property and has submitted for review to the City subdivision plans designated as Woodland Center Replat ("the Replat"); and

WHEREAS, Walmart has entered into an agreement to sell Parcel 3 of the Replat to Murphy; and

WHEREAS, Murphy intends to develop Parcel 3 of the Replat by constructing a convenience store with gas pumps, along with constructing the necessary subdivision improvements; and

WHEREAS, upon approval of this Agreement and said Replat and plans according to the requirements of the City's Land Development Code and the laws of Florida, this Agreement shall serve to assure the completion of necessary subdivision improvements described herein; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Murphy warrants that it will complete the improvements, located at 1590 Dunlawton Avenue, consisting of the construction of an extension of the sewer lateral to provide sanitary sewer to the newly created Parcel 3 of the Replat, as reflected on the drawing and estimated costs submitted for review to the City as prepared by Scott K. Stannard, P.E., Florida Registration No. 50565, of the firm, Commercial Site Solutions, Inc. and attached hereto as **Exhibit "B"** (the "Improvements"). The drawings referenced herein are provided to show the general location of the Improvements and may not accurately reflect the final design and layout. The Improvements shall be completed in accordance with the Site Plan stamped "Approved for Construction" and with the Port Orange Land Development Code and any other applicable regulations, ordinances or laws of the City or State. Failure to construct and complete such Improvements in compliance with the terms of this agreement shall constitute grounds for the City to halt further development or construction under this agreement, and to withhold building permits, utility service, and certificates of occupancy for completed improvements on the Subject Property. In the event Murphy begins the Improvements and, prior to completion, the Subject Property is undisturbed for 30 or more consecutive days; the City reserves the option to stabilize the site as necessary with seed and mulch and to place a lien of record against the Subject Property for the costs of such stabilization. Walmart warrants that the referenced Replat comports with the requirements of Chapter 177, Florida Statutes (2014) regarding platting of land.

2. All Improvements shall be completed within twelve (12) months of the date the plans are stamped as "Approved for Construction."

3. Execution of this Agreement shall allow Murphy the right to record the approved Replat upon compliance with the requirements of the Land Development Code and provision of a financial guarantee prepared and recorded in the Official Records of Volusia County in accordance with Section 255.05, Florida Statutes (2014), and as acceptable to the City, in an amount equal to one hundred ten percent (110%) of the cost estimate for the construction of the required Improvements. If the required Improvements are not completed as required under this Agreement, the City shall be authorized to draw upon the financial guarantee funds to pay for completion of said Improvements, including reasonable administrative costs in the completion of the construction.

4. In the event that the Improvements not be completed as required under this agreement, the City, after thirty (30) days written notice to the undersigned or any subsequent owner, successor in interest or assign, may install or have installed or completed said required Improvements. Further, the City is hereby authorized to assess the cost of installing or completing said Improvements against the Subject Property. Such Improvement assessment shall constitute a lien thereon until paid, which lien shall be superior and paramount to the interest on such property of any owner, lessee, tenant, mortgagee or other person, except the lien of ad valorem taxes. Walmart hereby grants to the City a temporary access, ingress, egress, and construction easement for the purposes set forth in paragraph 4.

5. Notwithstanding the foregoing, no certificate of occupancy shall be issued for any site located on the Replat until all Improvements reflected on the plans approved by the City referenced in Paragraph 1, above, have been completed and accepted by the City.

6. At the time that construction is determined to be complete by the City, Murphy shall provide the City with a maintenance bond in the amount equal to ten percent (10%) of the final construction cost for the correction of any failures or defects that become apparent within one (1) year of City's acceptance of the Improvements.

7. Walmart and Murphy shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, injuries, liability, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the construction of Improvements or performance of operations under this Agreement. In the event that Murphy fails to complete the Improvements and the Surety and its agents are required to complete the Improvements, the Surety shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, injuries, liability, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from the construction of Improvements or performance of operations under this Agreement

8. This Agreement shall be recorded in the Public Records of Volusia County, Florida. The provisions of this Agreement shall constitute covenants running with the land applicable to all of the Subject Property described herein or any portion thereof. This Agreement shall inure to the benefit of the parties hereto and the Subject Property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.

9. In the event of any claim, action, litigation or proceeding under this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this agreement, by and through the duly authorized representatives, on the above date.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
A Chartered Municipal Corporation

By: _____
Allen Green, Mayor

_____
Name:_____

_____
Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Allen Green as Mayor, respectively, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledge 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, typed or stamped name, commission and expiration of commission term

WITNESSES:

Attest: _____
Robin L, Fenwick
City Clerk, CMC

_____
Name: _____

_____
Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Robin L. Fenwick, as City Clerk, respectively, of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledge 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, typed or stamped name, commission and expiration of commission term

WITNESSES:

WAL-MART STORES EAST, LP
a Delaware Limited Partnership
"Walmart"

_____
Name:_____

By: _____
Name:
Title:

_____
Name:_____

(*Witnesses as to Both)*

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ , in his/her representative capacity as _____ of Wal-Mart Stores, LP, a Delaware Limited Partnership, on behalf of the corporation. They are [_] personally known to me, or [_] have produced _____ as identification.

_____
Notary Public, State of _____ at Large
Printed, typed or stamped name, commission and expiration of commission term

WITNESSES:

MURPHY OIL USA, INC.
a Delaware Corporation
"Murphy"

_____
Name:_____

By: _____
Name:
Title:

_____
Name:_____

(*Witnesses as to Both)*

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____ , in his/her representative capacity as _____ of Murphy Oil USA, Inc., a Delaware Corporation, on behalf of the corporation. They are [_] personally known to me, or [_] have produced _____ as identification.

_____
Notary Public, State of _____ at Large
Printed, typed or stamped name, commission and expiration of commission term

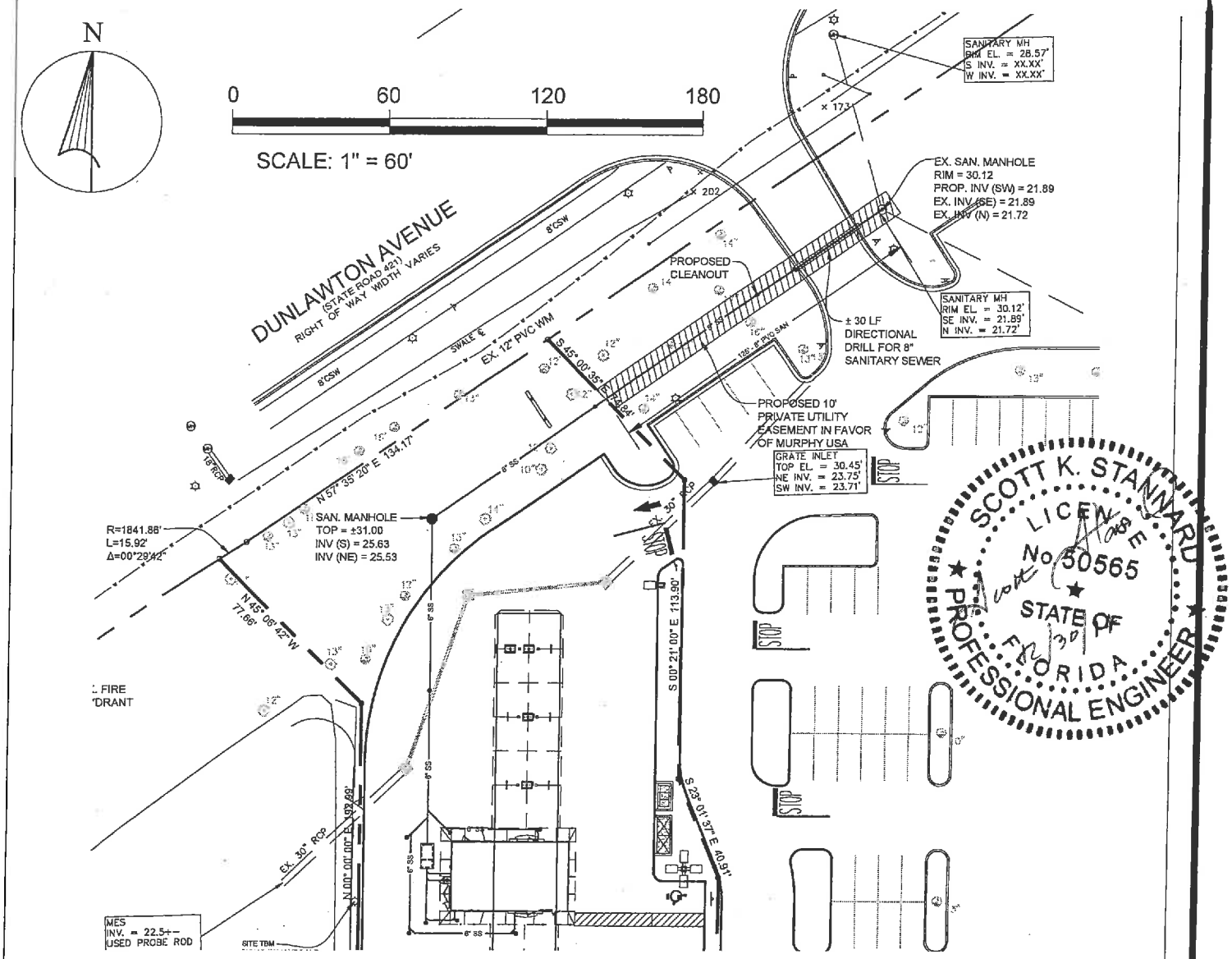
EXHIBIT A

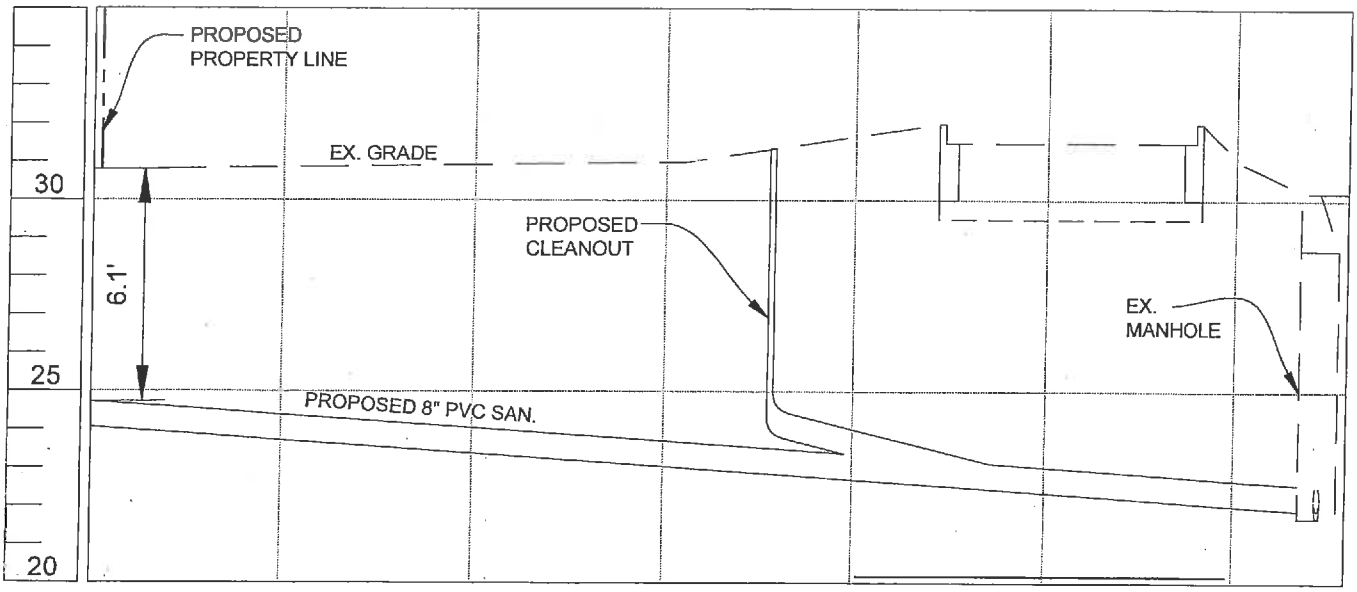
WOODLAND CENTER REPLAT

LEGAL DESCRIPTION

TRACT 1, WOODLAND CENTER AS RECORDED IN PLAT BOOK 42, PAGE 17, PUBLIC RECORDS OF VOLUSIA COUNTY, AND BEING A PORTION OF SECTION 17, TOWNSHIP 16, SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

Exhibit B





SANITARY EXTENSION

SCALE: 1" = 20' HORIZ.
1" = 5' VERT.

SIA EXHIBIT MURPHY USA PORT ORANGE, FL	DATE: 12-16-14 SCALE: AS NOTED	

SANITARY EXTENSION TO PROPERTY LINE ESTIMATE TABULATION

MURPHY USA

LOCATION: **Port Orange FL WM Store 582-1200 6 MPD** **DATE: 12/16/14**

ITEM NO.	WORK ACTIVITY	QUANTITY	UNIT	UNIT PRICE		TOTAL
2795	SANITARY SEWER SERVICE					
	Main Sewer Line 8" Pipe	125	LF	$24.00	$/LF	$3,000.00
	Main Sewer Line 2" Force Main		LF	$15.00	$/LF	$0.00
	Manholes	0	Each	$0.00	$/Each	$0.00
	Grease Trap (1000 gal)	0	Each	$2,500.00	$/Each	$0.00
	Cleanouts	1	Each	$500.00	$/Each	$500.00
	Lift Station	0	Each	$30,000.00	$/Each	$0.00
	Directional Drill	30	LF	$150.00	$/Each	$4,500.00
	SUBTOTAL					$8,000.00
	Contingency	0%				$0.00
	2795 TOTAL					$8,000.00

Sanitary Extension to Property Line Grand Total	**$8,000**

Estimate Prepared By: Scott K. Stannard, P.E.

Company Name: Commercial Site Solutions, Inc

Plans Dated: 10/15/2014

Plans Revised: 12/xx/2014

SCOTT K. STANNARD
LICENSE
No. 50566
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Exp 2/30/15

STAFF REPORT
Woodland Center Replat
CASE NO. 14-50000004

REQUEST:	Approval of the Woodland Center Replat into three parcels.
LOCATION:	1590 Dunlawton Avenue (see Figure 1)
OWNER:	Walmart Stores East LP
APPLICANT:	Murphy Oil USA, Inc.
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz (386) 506-5671
CITY COUNCIL:	April 7, 2015

DISCUSSION:
The proposal is to replat the Woodland Center Commercial Subdivision into three parcels (Exhibit B). The Walmart Super Center building will remain on Parcel 1 and a new outparcel (parcel 3) will be created in the parking lot at the southeast corner of Dunlawton Avenue and Clyde Morris Boulevard. The new parcel 2 includes the existing northernmost stormwater pond. If the replat is approved, the applicant is proposing to develop Parcel 3 with a ±1,200 square foot convenience store with 6 fueling stations, gas canopy, and associated site improvements (Murphy Gas Station). Staff is currently reviewing a site plan for the proposed development on Parcel 3.

Figure 1. Location Map

The parking lot where Parcel 3 is proposed was developed with the Walmart Super Center to serve as overflow parking. The applicant is requesting the replat of Parcel 1 to create an additional outparcel because the extra parking area is not needed. The total parking required for the Walmart Super Center and Murphy Gas Station is 704 spaces. There will be 805 parking spaces on the site after the gas station is constructed.

The parcels will be accessed from the current driveways off Dunlawton Avenue and Clyde Morris Boulevard. Cross-access easements are provided between Parcel 1 and 3 in order for vehicles to move between the parcels. The existing Clyde Morris Boulevard and Dunlawton Avenue landscape buffers will not be affected with the replat or development of Parcel 3, except for minor disturbance to the underbrush and some limbing up of existing trees within the Dunlawton Avenue landscape buffer to install utility lines and the proposed monument sign.

The replat has been designed according to the requirements of the City's Land Development Code (LDC) and the development standards outlined in Woodland Center PCD Master Development Agreement (MDA).

CONCURRENCY REVIEW:
Public facilities and services are currently available to serve the proposed ±1,200 square foot convenience store and gas station. Concurrency reviews for schools and recreational facilities were not conducted because they only apply to residential development. For commercial developments the concurrency analysis is conducted during the site plan review; however, a summary of the impacts for the proposed development (Parcel 3) on the public facilities and services is provided below.

Transportation: As part of the site plan submittal for Parcel 3, a trip generation analysis was prepared for the proposed development. The daily trips associated with the proposed development on Parcel 3 can be accommodated on the existing roadway network. Per the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition*, the proposed development on Parcel 3 will generate an addition of approximately 63 PM peak hour trips (includes internal capture and pass-by trips). For transportation facilities, developments that would not affect more than one percent of the maximum volume at the adopted level-of-service are considered *de minimus.* Since the PM peak hour trips generated by the development are less than 1% of the roadway capacity for Dunlawton Avenue this development is considered *de minimus* and a Traffic Impact Analysis (TIA) was not required. Based on the most recent traffic counts for Clyde Morris Boulevard and Dunlawton Avenue, sufficient capacity exists on both roadways to accommodate the proposed development.

Water, Sewer, Reclaimed Water: Parcel 3 will be served by existing potable water and sanitary sewer lines located along Dunlawton Avenue. The developer will connect to these utilities in accordance with the utility plan for this project. Reclaimed water is not available for this outparcel. The construction and 1-year maintenance of the utilities lines located in the Dunlawton Avenue right-of-way will be guaranteed by a Subdivision Improvement Agreement (SIA).

Solid Waste: Onsite dumpster for waste disposal will be required with the development of Parcel 3.

Stormwater Drainage: The drainage system in place for the subdivision is sufficient to support the proposed development. Parcel 3 is currently part of the existing paved parking area for the Walmart Supercenter and due to the

additional landscaping to be installed with the new development there will be a decrease in the overall net impervious area to be treated within the subdivision.

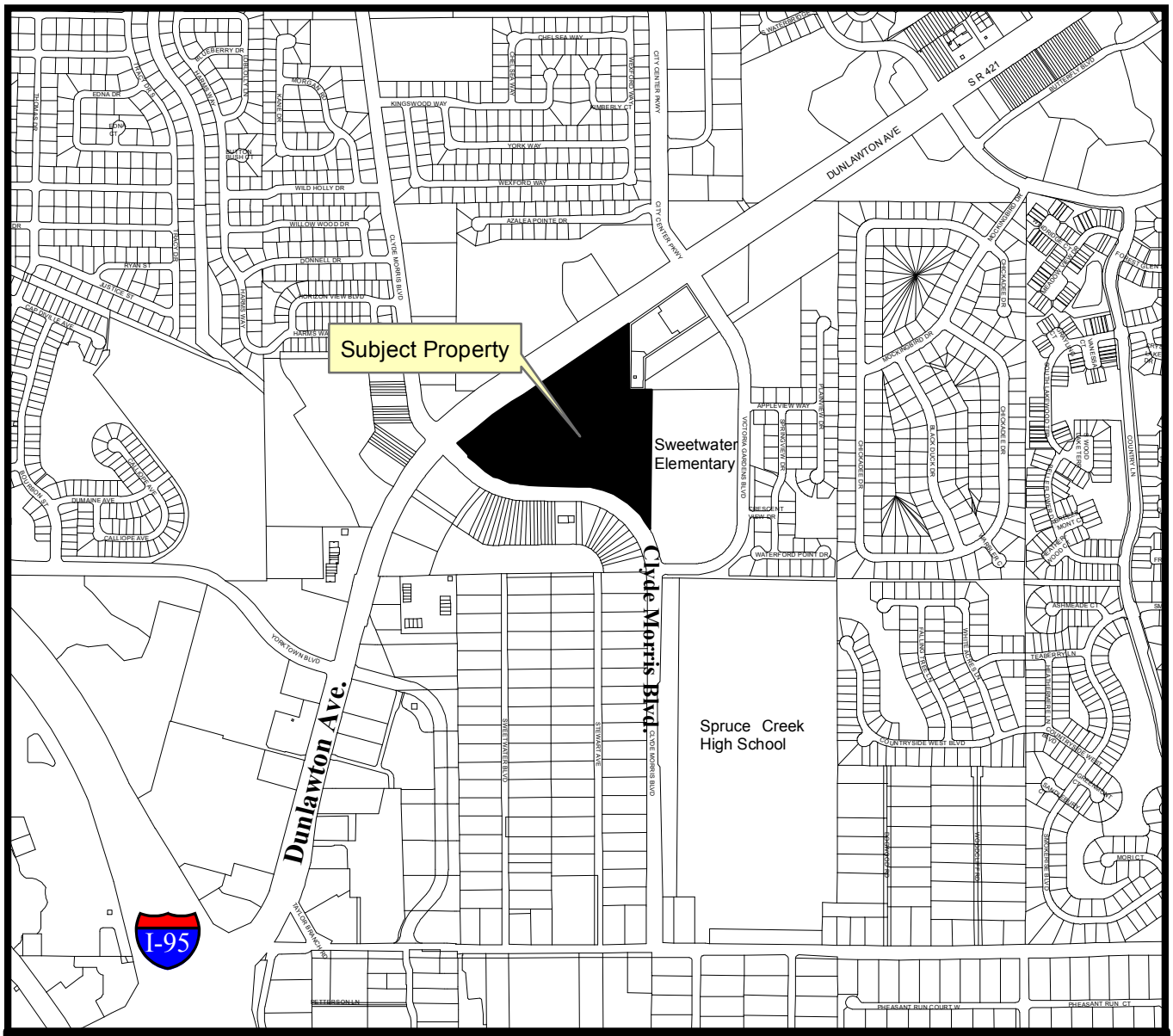
The concurrency review for Parcel 1 (Walmart Super Center) was completed when it was developed in 1998 and there will be no change in impact to the original lot from this proposal.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:
The proposed replat for the Woodland Center Subdivision is consistent with the City's Comprehensive Plan. The subject property has a Future Land Use designation of *Commercial*.

STAFF DEVELOPMENT REVIEW COMMITTEE:
The Staff Development Review Committee (SDRC) has reviewed this proposal and the applicant will need to address some minor comments related to updating plat notes and formatting prior to the replat being considered by City Council.

RECOMMENDATION:
Staff recommends **approval** of the Woodland Center Replat, subject to all remaining minor comments being addressed before scheduling for City Council consideration.

ATTACHMENTS:
Exhibit A – Location Map
Exhibit B – Woodland Center Replat



Case No.: 14-50000004

Applicant: Murphy Oil USA, Inc.

Location: 1590 Dunlawton Avenue

Request:
Approval to replat Parcel 1 of the Woodland Center Plat into three parcels.

Exhibit A - Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N
W E
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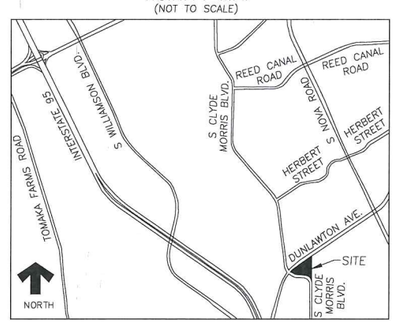
WOODLAND CENTER, TRACT 1 REPLAT

A PORTION OF TRACT 1, WOODLAND CENTER AS RECORDED IN PLAT BOOK 42, PAGE 17, PUBLIC RECORDS OF VOLUSIA COUNTY, AND BEING A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

VICINITY MAP
(NOT TO SCALE)



LEGAL DESCRIPTION

A PORTION OF TRACT 1, WOODLAND CENTER AS RECORDED IN PLAT BOOK 42, PAGE 17, PUBLIC RECORDS OF VOLUSIA COUNTY, AND BEING A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17, RUN SOUTH 01°47'01" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 786.78 FEET; THENCE SOUTH 56°06'48" WEST ON AND ALONG THE SOUTHERLY RIGHT OF WAY LINE OF DUNLAWTON AVENUE (S.R. 421) A DISTANCE OF 1247.58 FEET TO THE POINT OF BEGINNING FOR THE CARVE-OUT PARCEL; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 45°00'35" EAST, A DISTANCE OF 74.67 FEET; THENCE SOUTH 00°21'00" WEST, A DISTANCE OF 113.90 FEET; THENCE SOUTH 23°01'37" EAST A DISTANCE OF 40.91 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 130.40 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 142.77 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 192.99 FEET; THENCE NORTH 45°06'42" WEST, A DISTANCE OF 77.66 FEET; TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF DUNLAWTON AVENUE (S.R. 421) TO A POINT ON A CURVE; THENCE ALONG SAID CURVE HAVING A RADIUS OF 1841.86 FEET, AN ARC LENGTH OF 15.92 FEET THROUGH A CENTRAL ANGLE OF 00°29'42", HAVING A CHORD BEARING OF NORTH 56°33'25" EAST, A DISTANCE OF 15.92 FEET; THENCE ON AND ALONG SAID LINE NORTH 56°06'48" EAST, A DISTANCE OF 140.21 FEET, TO THE POINT OF BEGINNING.

CONTAINING 44,151.22 SQ.FT. (1.0136 ACRES)

TOGETHER WITH:

PARCEL 2:

A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17, RUN SOUTH 01°47'01" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 786.78 FEET; THENCE SOUTH 56°06'48" WEST A DISTANCE OF 166.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°47'01" WEST A DISTANCE OF 466.18 FEET; THENCE NORTH 88°53'18" WEST A DISTANCE OF 698.20 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF DUNLAWTON AVENUE (S.R. 421) A 200 FOOT RIGHT-OF-WAY;
THENCE NORTH 56°06'48" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 844.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 162,526.4814 SQ.FT. (3.7311 ACRES)

NOTES:

1. SEE LEGEND FOR SYMBOLS AND ABBREVIATIONS
2. 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.
3. ALL MEASUREMENTS ON THIS PLAT IS IN U.S. FOOT AND DECIMALS THEREOF.
   NOTE: 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=3.2808333333333 EQUATION FOR CONVERSION FROM U.S. FOOT TO METERS.
4. BEARING STRUCTURE N01°47'01"E, ALONG EAST LINE OF THE NORTHWEST 1/4, OF SECTION 17-16-33.
5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
6. 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)
7. THIS PLAT IS SUBJECT TO ALL REQUIREMENTS AND NOTES SHOWN ON THE PLAT OF WOODLAND CENTER AS RECORDED IN PLAT BOOK 42 PAGE 17, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
8. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF WOODLAND CENTER DEVELOPMENT AGREEMENT FILED IN OFFICIAL RECORDS BOOK 2989, PAGE 1592; AS AMENDED IN OFFICIAL RECORDS BOOK 4511, PAGE 2278; AND OFFICIAL RECORDS BOOK 4628, PAGE 1936, PRVCF.
9. PARCELS 1 AND 2 SHALL BE USED, DEVELOPED, AND REMAIN AS A SINGLE, INTEGRATED PARCEL, FOR THE PURPOSE OF GUARANTEEING AND PRESERVING THE UTILIZATION AND DEVELOPMENT OF THE PARCELS IN COMPLIANCE WITH ALL ZONING AND LAND USE REGULATIONS OF THE CITY OF PORT ORANGE, FLORIDA. NEITHER PARCEL SHALL BE SUBMITTED, SUBDIVIDED, SOLD OR ENCUMBERED IN LESSER CONSTITUENT PARCELS WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF PORT ORANGE.
10. THE DRAINAGE EASEMENTS, THE UTILITY EASEMENT, AND THE INGRESS/EGRESS EASEMENTS OUTSIDE THE PLATTED AREA ARE NOT BEING GRANTED BY THIS PLAT, THEY ARE BEING SHOWN FOR INFORMATIONAL PURPOSES ONLY, AND WILL BE CONVEYED THROUGH SEPARATE DOCUMENTS.

LEGEND

- □ DENOTES A SET PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT (CM) STAMPED "PRM LB 7926 LS 4807"
- ◉ DENOTES A SET PERMANENT REFERENCE MONUMENT (PRM) PK NAIL & DISK, STAMPED "PRM LB 7926 LS 4807"
- ⊗ DENOTES A FOUND IRON ROD & CAP (IRC), LABELED AS NOTED.
- ■ DENOTES A FOUND 4"X4" CONCRETE MONUMENT (CM), LABELED AS NOTED.

PKND PK NAIL & DISK
FND FOUND
IR IRON ROD
TOB TOP OF BANK
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT-OF-WAY
ORB OFFICIAL RECORD BOOK
SF SQUARE FEET
Δ DELTA
R RADIUS
L ARC LENGTH
N. XXXXX / E. XXXXX DENOTES STATE PLANE COORDINATE; FLORIDA EAST ZONE (NORTH AMERICAN DATUM 1983,1990 ADJUSTMENT).

PREPARED BY:
Walter J. Smith
Florida Certificate No. 4807
Professional Surveyor and Mapper
OMC SURVEYING & MAPPING
1215 MANATEE AVE. W.
Bradenton, Fl 34205

MAP BOOK _____ PAGE _____

DEDICATION
KNOW ALL MEN BY THESE PRESENTS, THAT WAL-MART STORES EAST, LP, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED WOODLAND CENTER, TRACT 1 REPLAT, LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED. ALL ACCESS, DRAINAGE, AND MAINTENANCE EASEMENTS SHOWN HEREON OR DESCRIBED ON THE PLAT ARE GRANTED TO THE CITY OF PORT ORANGE. ACCESS, DRAINAGE, AND UTILITY EASEMENTS ARE HEREBY GRANTED TO THE OWNER OF PARCELS 2 AND 3.

IN WITNESS WHEREOF, WAL-MART STORES EAST, LP, HAS CAUSED THESE PRESENT TO BE EXECUTED IN IT'S NAME AND IT'S CORPORATE SEAL TO BE HEREUNTO AFFIXED BY IT'S OFFICERS THEREUNTO DULY AUTHORIZED ON THIS _____ DAY OF _____ 2014.

WITNESSES:

_____ WAL-MART STORES EAST, LP
BY: _____
PRINTED NAME _____
_____ PLACE CORPORATE SEAL HERE
PRINTED NAME _____
_____ ATTEST: _____
PRINTED NAME _____ PRINTED NAME _____
TITLE:(MUST BE SEC./ASST. SEC.) _____
BY: _____
_____
PRINTED NAME _____

STATE OF FLORIDA, COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT AS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____ 2014, BY _____ AND _____ OF WAL-MART STORES EAST, LP, A DELAWARE LIMITED PARTNERSHIP, ON BEHALF OF SAID LIMITED PARTNERSHIP. THEY ARE PERSONALLY KNOWN TO ME OR HAVE PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION.

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

CERTIFICATE OF SURVEYOR
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON 12/28/14, THE SURVEY WAS COMPLETED OF THE LANDS SHOWN ON THE FOREGOING PLAT; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED; THAT THE SURVEY WAS PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES: AND MEETS THE MINIMUM TECHNICAL STANDARDS, ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027, FLORIDA STATUTES: THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AND THAT SAID LAND IS LOCATED IN THE CITY OF PORT ORANGE, FLORIDA.

_____
WALTER J. SMITH P.L.S. No. 4807 DATE
1215 MANATEE AVENUE WEST, BRADENTON, FL 34205 (941) 345-5451
CERTIFICATE OF AUTHORIZATION No. LB 7926

CITY COUNCIL CERTIFICATE OF APPROVAL
THUS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED WOODLAND CENTER. TRACT 1 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 COMMISION CERTIFICATE OF APPROVAL
THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED WOODLAND CENTER. TRACT 1 REPLAT, WAS APPROVED BY THE PORT ORANGE PLANNING COMMISSION ON _____.

BY: _____ DATE: _____
CHAIRMAN, PORT ORANGE
PLANNING COMMISION

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, FLORIDA STATURES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

_____ DATE: _____

RECEIVED
MAR 13 2015
CITY OF PORT ORANGE
Community Development
REVISED

WOODLAND CENTER, TRACT 1 REPLAT

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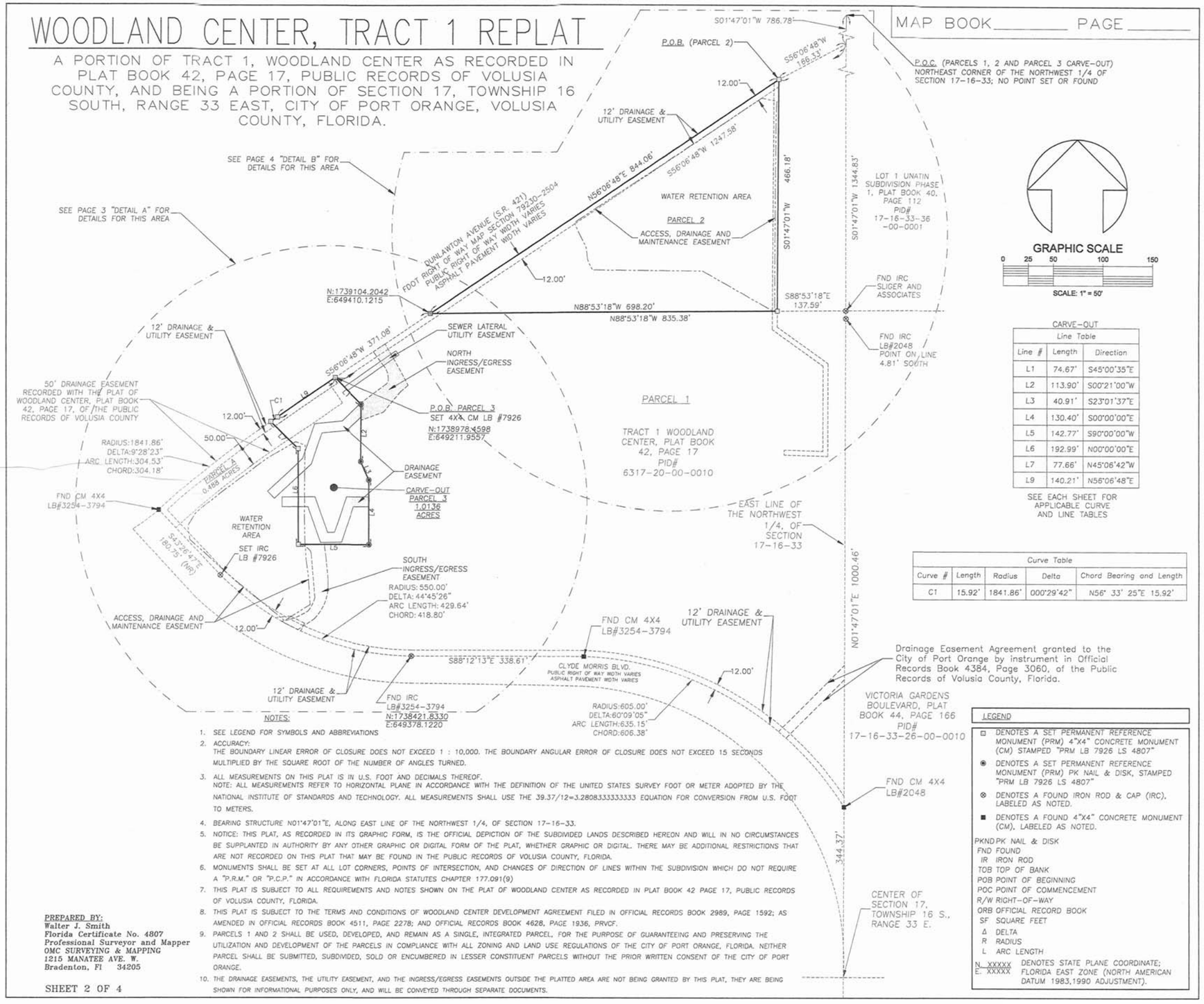
MAP BOOK_____ PAGE_____



CARVE-OUT

Line Table

Line #	Length	Direction
L1	74.67'	S45°00'35"E
L2	113.90'	S00°21'00"W
L3	40.91'	S23°01'37"E
L4	130.40'	S00°00'00"E
L5	142.77'	S90°00'00"W
L6	192.99'	N00°00'00"E
L7	77.66'	N45°06'42"W
L9	140.21'	N56°06'48"E

SEE EACH SHEET FOR APPLICABLE CURVE AND LINE TABLES

Curve Table

Curve #	Length	Radius	Delta	Chord Bearing and Length
C1	15.92'	1841.86'	000°29'42"	N56° 33' 25"E 15.92'

NOTES:

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- ◉ DENOTES A SET PERMANENT REFERENCE MONUMENT (PRM) PK NAIL & DISK, STAMPED "PRM LB 7926 LS 4807"
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PKND PK NAIL & DISK
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TOB TOP OF BANK
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT-OF-WAY
ORB OFFICIAL RECORD BOOK
SF SQUARE FEET
Δ DELTA
R RADIUS
L ARC LENGTH
N XXXXX E XXXXX DENOTES STATE PLANE COORDINATE; FLORIDA EAST ZONE (NORTH AMERICAN DATUM 1983,1990 ADJUSTMENT).

PREPARED BY:
Walter J. Smith
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WOODLAND CENTER, TRACT 1 REPLAT

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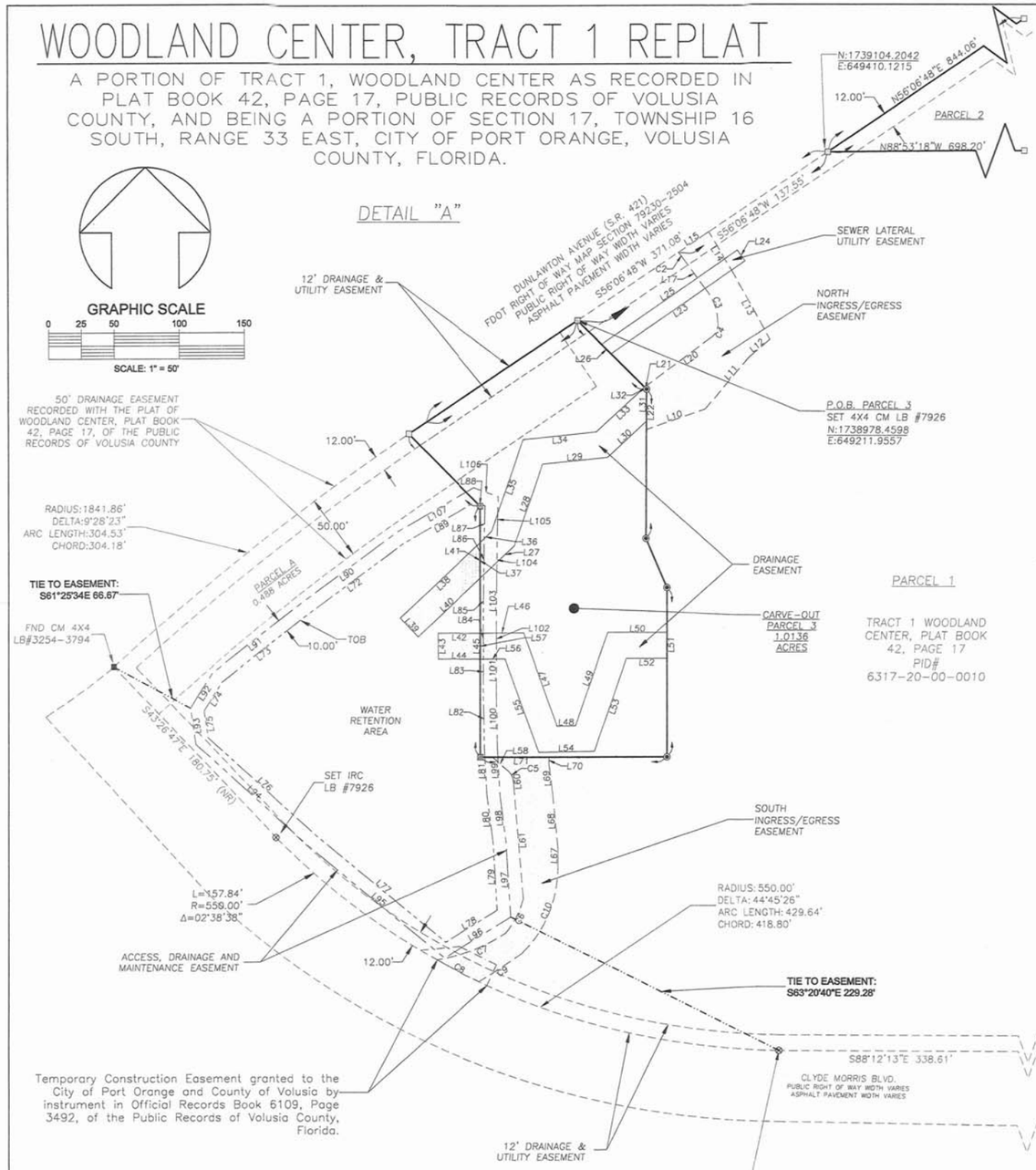
MAP BOOK _____ PAGE _____



Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L10	47.57'	N70°47'02"E	L27	35.98'	N46°36'34"E	L41	27.21'	N00°00'00"E
L11	51.87'	N40°15'43"E	L28	66.05'	N19°02'33"E	L42	32.84'	S89°42'19"W
L12	21.11'	N49°45'01"E	L29	50.01'	N84°17'16"E	L43	20.00'	S00°17'35"E
L13	59.06'	N28°23'30"W	L30	40.54'	N47°26'54"E	L44	32.74'	N89°42'25"E
L14	35.72'	N30°42'36"W	L31	24.60'	N00°21'00"E	L45	20.00'	N00°00'00"E
L15	28.15'	S56°06'48"W	L32	2.07'	N45°00'35"W	L46	33.27'	N89°42'25"E
L17	26.78'	S35°58'58"E	L33	50.66'	S47°26'54"W	L47	75.81'	S19°29'17"E
L20	62.96'	S53°21'09"W	L34	55.99'	S84°17'16"W	L48	14.06'	N89°05'13"E
L21	2.07'	S45°00'35"E	L35	73.95'	S19°02'33"W	L49	75.71'	N19°06'39"E
L22	31.03'	S00°21'00"W	L36	12.38'	S45°34'12"W	L50	45.37'	S89°49'10"E
L23	125.07'	N55°13'56"E	L37	27.21'	S00°00'00"E	L51	19.86'	S00°00'00"E
L24	10.00'	N34°46'04"W	L38	85.00'	S46°45'36"W	L52	31.13'	N90°00'00"W
L25	126.87'	S55°13'56"W	L39	20.00'	S43°10'40"E	L53	75.47'	S19°06'39"W
L26	10.16'	S45°00'35"E	L40	66.38'	N46°36'37"E	L54	42.43'	S89°05'13"W

Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L55	75.98'	N19°29'17"W	L75	21.00'	S08°25'41"E	L89	63.79'	S60°03'25"W
L56	19.16'	S89°42'25"W	L76	112.37'	S47°55'51"E	L90	99.60'	S53°26'20"W
L57	20.00'	N00°00'00"E	L77	128.47'	S50°35'33"E	L91	78.98'	S51°40'27"W
L58	15.89'	S48°53'44"E	L78	47.00'	N57°59'00"E	L92	31.22'	S31°38'57"W
L60	2.50'	S07°24'46"E	L79	51.55'	N03°29'32"W	L93	28.24'	S08°25'41"E
L61	88.43'	S04°50'23"E	L80	37.51'	N07°14'42"W	L94	116.20'	S47°55'51"E
L67	9.87'	N00°10'31"E	L81	35.44'	N03°13'36"W	L95	135.89'	S50°35'33"E
L68	43.66'	N05°25'28"W	L82	45.49'	N00°55'22"W	L96	60.14'	N57°59'00"E
L69	22.39'	N07°25'25"W	L83	27.29'	N00°18'38"E	L97	57.83'	N03°29'32"W
L70	4.65'	N00°00'00"E	L84	22.24'	N00°27'25"W	L98	37.49'	N07°14'42"W
L71	43.01'	N90°00'00"W	L85	36.66'	N00°42'26"E	L99	34.89'	N03°13'36"W
L72	98.87'	S53°26'20"W	L86	27.09'	N00°32'51"E	L100	45.18'	N00°55'22"W
L73	77.07'	S51°40'27"W	L87	27.57'	N01°35'18"E	L101	27.25'	N00°18'38"E
L74	25.81'	S31°38'57"W	L88	8.27'	N70°02'35"W	L102	22.20'	N00°27'25"W

Line Table		
Line #	Length	Direction
L103	36.57'	N00°42'26"E
L104	27.02'	N00°32'51"E
L105	34.70'	N01°35'18"E
L106	20.14'	N70°02'35"W
L107	69.02'	S60°03'25"W

Curve Table				
Curve #	Length	Radius	Delta	Chord Bearing and Length
C2	6.73'	49.03'	007°52'11"	S37° 50' 29"E 6.73'
C3	28.92'	40.49'	040°54'44"	S20° 53' 01"E 28.30'
C4	14.32'	12.40'	066°11'06"	S24° 16' 37"W 13.54'
C5	8.31'	11.50'	041°24'36"	S28° 07' 04"E 8.13'
C6	30.40'	71.48'	024°21'57"	S26° 58' 59"W 30.17'
C7	57.14'	133.59'	024°30'29"	S68° 38' 41"W 56.71'
C8	36.71'	550.00'	003°49'27"	S62° 47' 57"E 36.70'
C9	39.04'	610.60'	003°39'47"	N56° 16' 46"E 39.03'
C10	78.12'	95.18'	047°01'42"	N21° 28' 34"E 75.95'

LEGEND

- □ DENOTES A SET PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT (CM) STAMPED "PRM LB 7926 LS 4807"
- ◉ DENOTES A SET PERMANENT REFERENCE MONUMENT (PRM) PK NAIL & DISK, STAMPED "PRM LB 7926 LS 4807"
- ⊗ DENOTES A FOUND IRON ROD & CAP (IRC), LABELED AS NOTED.
- ■ DENOTES A FOUND 4"X4" CONCRETE MONUMENT (CM), LABELED AS NOTED.

PKND PK NAIL & DISK
FND FOUND
IR IRON ROD
TOB TOP OF BANK
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT-OF-WAY
ORB OFFICIAL RECORD BOOK
SF SQUARE FEET
Δ DELTA
R RADIUS
L ARC LENGTH

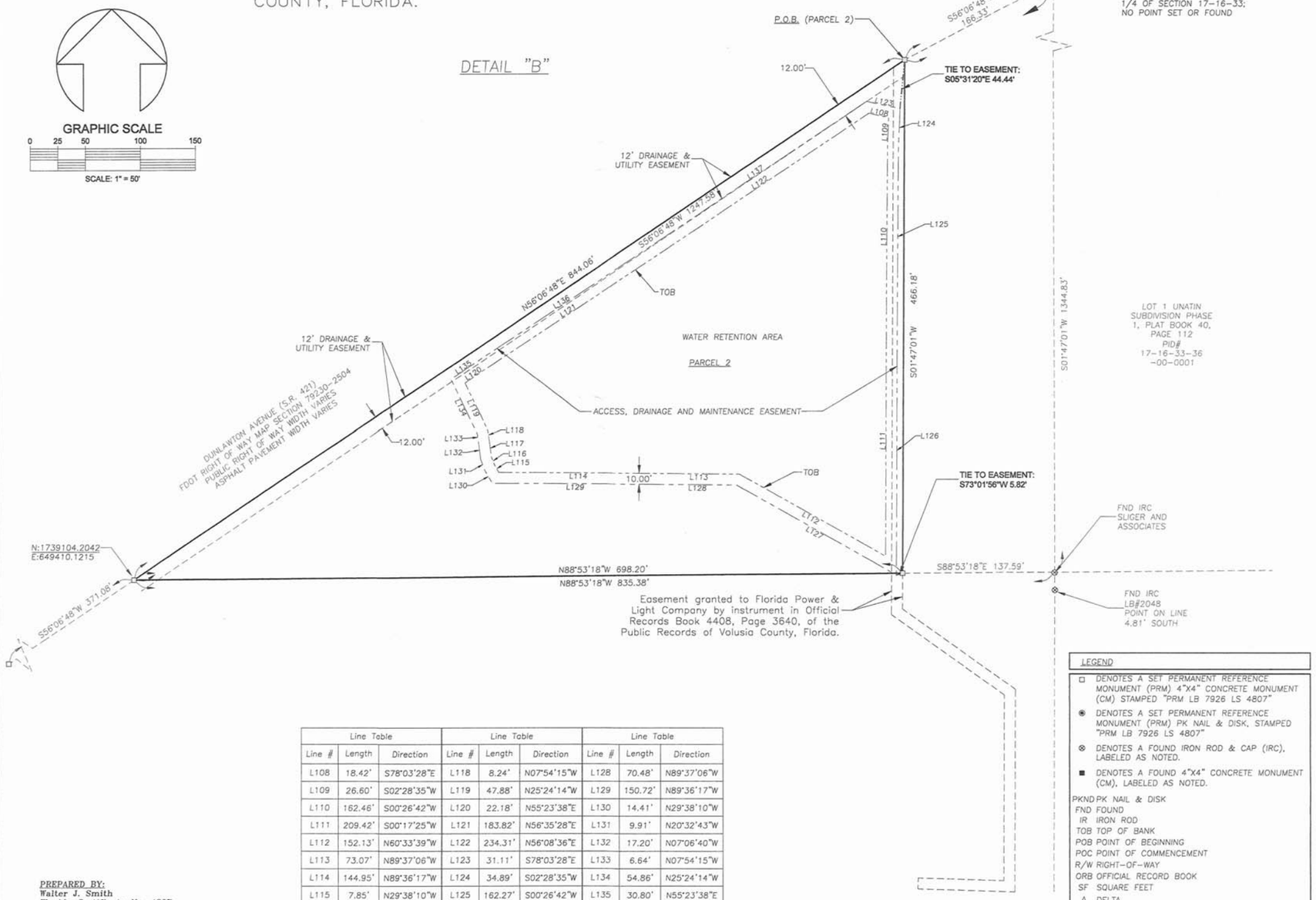
N. XXXXX
E. XXXXX
DENOTES STATE PLANE COORDINATE; FLORIDA EAST ZONE (NORTH AMERICAN DATUM 1983,1990 ADJUSTMENT).

PREPARED BY:
Walter J. Smith
Florida Certificate No. 4807
Professional Surveyor and Mapper
OMC SURVEYING & MAPPING
1215 MANATEE AVE. W.
Bradenton, Fl 34205

WOODLAND CENTER, TRACT 1 REPLAT

MAP BOOK_____ PAGE_____

A PORTION OF TRACT 1, WOODLAND CENTER AS RECORDED IN PLAT BOOK 42, PAGE 17, PUBLIC RECORDS OF VOLUSIA COUNTY, AND BEING A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.



Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L108	18.42'	S78°03'28"E	L118	8.24'	N07°54'15"W	L128	70.48'	N89°37'06"W
L109	26.60'	S02°28'35"W	L119	47.88'	N25°24'14"W	L129	150.72'	N89°36'17"W
L110	162.46'	S00°26'42"W	L120	22.18'	N55°23'38"E	L130	14.41'	N29°38'10"W
L111	209.42'	S00°17'25"W	L121	183.82'	N56°35'28"E	L131	9.91'	N20°32'43"W
L112	152.13'	N60°33'39"W	L122	234.31'	N56°08'36"E	L132	17.20'	N07°06'40"W
L113	73.07'	N89°37'06"W	L123	31.11'	S78°03'28"E	L133	6.64'	N07°54'15"W
L114	144.95'	N89°36'17"W	L124	34.89'	S02°28'35"W	L134	54.86'	N25°24'14"W
L115	7.85'	N29°38'10"W	L125	162.27'	S00°26'42"W	L135	30.80'	N55°23'38"E
L116	7.94'	N20°32'43"W	L126	226.43'	S00°17'25"W	L136	183.88'	N56°35'28"E
L117	16.09'	N07°06'40"W	L127	166.56'	N60°33'39"W	L137	238.50'	N56°08'36"E

LEGEND

- □ DENOTES A SET PERMANENT REFERENCE MONUMENT (PRM) 4"X4" CONCRETE MONUMENT (CM) STAMPED "PRM LB 7926 LS 4807"
- ◉ DENOTES A SET PERMANENT REFERENCE MONUMENT (PRM) PK NAIL & DISK, STAMPED "PRM LB 7926 LS 4807"
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PKND PK NAIL & DISK
FND FOUND
IR IRON ROD
TOB TOP OF BANK
POB POINT OF BEGINNING
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R/W RIGHT-OF-WAY
ORB OFFICIAL RECORD BOOK
SF SQUARE FEET
Δ DELTA
R RADIUS
L ARC LENGTH

N. XXXXX
E. XXXXX
DENOTES STATE PLANE COORDINATE; FLORIDA EAST ZONE (NORTH AMERICAN DATUM 1983,1990 ADJUSTMENT).

PREPARED BY:
Walter J. Smith
Florida Certificate No. 4807
Professional Surveyor and Mapper
OMC SURVEYING & MAPPING
1215 MANATEE AVE. W.
Bradenton, Fl 34205

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: No

SUBJECT: Library Advisory Board Appointment

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Move to appoint Donal E. Harrigan to the Library Advisory Board.

SUMMARY: There is one vacancy on the Library Advisory Board and Donal E. Harrigan has submitted an application to serve (see attached). The term is for three (3) years. No other applications have been received by the City Clerk's Office.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Volunteer Application	Volunteer App. - Harrigan.pdf

Gutierrez, Theresa	Created/Initiated - 03/18/2015
Fenwick, Robin	Approved - 03/18/2015
Harden, David	Final Approval - 03/21/2015

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

	___	Environmental Advisory Board	#2 X	Library Advisory Board
	___	Construction Regulation Board*	___	Parks and Recreation Board
#1	X	Code Enforcement Board*	___	Planning Commission*
	___	Charter Review Board	___	City Manager Selection Committee
	___	Civil Service Board	___	Audit & Budget Advisory Board
	___	Districting Commission	___	Youth Advisory Board

CRA Boards

____ Eastport Community Redevelopment Agency*
____ Town Center Community Redevelopment Agency*

Pension Boards

___ General Employees*
___ Police*
___ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. **PERSONAL**

Name DONAL E. HARRIGAN Date of Birth 11-26-1931

Address 5409 FREDERICK LAKE DR.

Home Telephone (386) 760-3306

E-Mail Address dharr25520@aol.com

Business Telephone (386) 846-5543

Are you a registered voter in Port Orange? ✓ Yes ____ No

City Council District ZONE 3

How long have you been a resident of Port Orange? 12 YEARS

Are you currently serving on a City Board? NO

Have you ever served on a City Board? NO

If yes, when and which Board? ____

2. **REFERENCES** – Please list three references (business and/or personal)

LARRY KREIT 5401 FREDERICK LAKE 235-1605
Name, address, and telephone number

STEVE NAGY 5400 FREDERICK LAKE PORT ORANGE POLICE DEPT
Name, address, and telephone number

(714) 943-1046
KATE CONNERLY 5407 FREDERICK LAKE PROF/DOCTOR
Name, address, and telephone number

3. **EDUCATION**

High School HOBART HIGH SCHOOL Date Graduated 1950

College - INDIANA U. - ARIZONA STATE Date Graduated 1 YR 1 YR Degree N/A

4. **WORK EXPERIENCE** LICENSED REAL ESTATE BROKER

55 YEARS (INDIANA / ILLINOIS / FLORIDA
20 YEARS 10 YEARS 20 YRS

4 YEARS ACTIVE DUTY
U.S. AIR FORCE

5. **INTERESTS/ACTIVITIES**

GOLF / MUSIC / TRAVEL / REAL ESTATE ACTIVITIES

6. **COMMUNITY INVOLVEMENT** N/A

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

I AM RETIRED - GOOD HEALTH & ENERGY

PEOPLE PERSON

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Signature **Date** 3-18-2015

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.
Return this form to: Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: No

SUBJECT: Environmental Advisory Board Appointment

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Move to reappoint Dennis Young to the Environmental Advisory Board.

SUMMARY: Dennis Young's term on the Environmental Advisory Board (EAB) is expiring in May 2015. He has served on this Board since December 2012 and has expressed an interest in continuing his service with the City. The new term is for three (3) years. There are no additional applications for this Board.

Project No.:	Funding Account No.:

ATTACHMENTS:

Gutierrez, Theresa	Created/Initiated - 03/24/2015
Fenwick, Robin	Approved - 03/24/2015
Harden, David	Final Approval - 03/24/2015

From: Laurence Churchill
To: Fenwick, Robin
Cc: TheGroves Manager
Subject: Council meeting
Date: Monday, March 23, 2015 1:42:37 PM
Attachments: Water Bill.pdf

Dear Robin,

I am requesting to be put on the April 7th agenda council meeting. I have a billing issue with the utilities department of Port Orange. I have attached all the documents I have regarding this issue. There was a leak at the meter from work the city did and The Groves Maintenance people had to repair the leak, the city is saying 70,000 gallons of water was leaked; yet there is no evidence of that much water being leaked on the ground or in the first floor apartments.
I have talked to the city and the apartment management has talked to the city about this to no avail of resolving this and recommended standing in front of the Port Orange council.
Please sent information of what time and place the meeting will be held.

Thank you,
Laurence Churchill

God Bless You!

The Groves Apartments

3780 S. Clyde Morris Blvd.

Port Orange, FL 32129

386-760-2689

Fax 386-756-1068

thegroves@cflane.com

City of Port Orange Utilities

To Whom it may concern;

Hi my name is Bernadette Hennan, I'm the Leasing Consultant here at The Groves. My resident Larry Churchill in apartment 302. Had received a bill from you, and the balance was extremely high and was billed to him since there was a plumbing issue. Here is an attached copy of the work order that the plumbing was fixed in house by our maintenance manager Rusty Kindell. If you have any questions or concerns, please contact us.

Thanks,

Bernadette Hennan

The Groves
3780 S Clyde
Morris Blvd
Port
Orange , FL 32129-
8643
(904) 760-2689

Unit 302

Service request
1595-1
Status: Complete
Created by: Rusty Kindell
Submitted: 01/21/2015 12:14PM
Printed: 02/09/2015 11:04AM

Location: Unit 302

Location information

Larry H Churchill
Resident since: 10/27/2012
3780 S Clyde Morris Blvd
Apt 302 Port Orange, FL 32129-8201
(H) (386) 212-7113
Days occupied:835 Number of requests:3
Floor plan: 2 Bedroom / 2 Bathroom

Scheduling information

Assigned to:	Unassigned
Priority:	Within 24 Hours
PTE:	Enter by appointment only
Date/time preferred:	
Date/time scheduled:	
Actual complete date/time:	01/21/2015 12:15PM

Request details

Entry notes: No Pet Warnings, No Additional Comments
Issue location:
Issue description: Plumbing, Plumbing-other problem
Parts and equipment needed: -
Work notes: located leak and replaced pipe
Service comments: main supply line leaking by the meter
Actions performed:

Service action	Time worked	Start time	End time	Labor cost	Name	Bill resident
Replaced some pipe	3 hrs, 20 mins			-	Rusty Kindell	-
Totals:	**3 hrs, 20 mins**			-		**$0.00**

Time worked comments:

Parts used:
None
Date Completed: 01/21/2015

☐ No Access

Signature 1 / Date

Signature 2 / Date

t number . . . . . : WF0047116
EAD-METER READ EDITS
t status . . . . : CL Closed

Description
.8 METER MOVING SLOW WHEN THERE. AREA BEHIND
RES DUG UP. WORK DONE. TAGGED FOR 70K.
ED TO MAINT, SAID WAS FIXED.

Bottom

Enter to continue.

t F12=Cancel

er ID: 153219 Name: CHURCHILL, LAURENCE H
on ID: 24043 Addr: 3780 CLYDE MORRIS BLVD 302
Route: 04 65 Amount due: $766.21
tion date : 10/26/12 Pending : $.00
ation date: 0/00/00 Customer status: A Customer/Location status: A
ptions, press Enter.
elect 5=View detail 6=Display comment codes

Reading Type	Date	Actual Consumption	Actual Demand	TGAL Reading	
REG	2/16/15	5.00	.00	86.00	
REG	1/20/15	68.00	.00	81.00	
REG	12/14/14	4.00	.00	13.00	
REG	11/10/14	4.00	.00	9.00	
REG	10/14/14	4.00	.00	5.00	
REG	9/17/14	1.00	.00	1.00	
SET	9/09/14	.00	.00	.00	
OUT	9/09/14	1.00	.00	162.00	+

it F5=Print history F6=Meter inventory F7=Meter svc info
nding/history trans F9=Budget trans F24=More keys

1/21/15
ad ~ 13 - 81 - motor moving slow. dug up behind the
meter box.
12 - 20
Started
Started - Dec 25th - leak, Jan 45 - 79

Account Number:	000153219-000024043
Customer Name:	CHURCHILL, LAURENCE H
Location Address:	3780 CLYDE MORRIS BLVD 302 PORT ORANGE FL
Phone Number:	(386) 212 - 7113

2/9/15 → letter to City & P.O. Utility adj Pay-t arrang

Account Status: ACTIVE Payments are allowed

Account Balance: $762.62 *

Amount Past Due: $0.00

Cash Only: No

68,000 gal Water
Reciept that they
Break was fixed
Call they office

Your last bill was sent on 01/29/2015 in the amount of $762.62 due on 02/18/2015. You can view your last bill by clicking . Your last payment was received on 01/19/2015 in the amount of -$47.48.

Make the office
Pay this remainder

* Transactions that have been authorized but not yet posted may be included.

2/5/2015 @ 9:41

5,
2.52
7.05
5.57

— 294.50 → Water

— adj of sewer on
Next bill will be
Chg Rudd after
20th of Jan.

— payment arrange

Feb payment 417.00
+63.00

— Sewer adj $347.15
No water adj.

Account Number:	000153219-000024043
Customer Name:	CHURCHILL, LAURENCE H
Location Address:	3780 CLYDE MORRIS BLVD 302 PORT ORANGE FL
Phone Number:	(386) 212 - 7113

Bill Date	Due Date	Balance Forward	Current Charges	Total Amount Due
	03/18/2015	$762.62	$67.14	$829.76
	02/18/2015	$0.00	$762.62	$762.62
	01/15/2015	$0.00	$47.48	$47.48
	12/10/2014	-$0.52	$47.48	$46.96
	11/12/2014	$0.00	$47.48	$47.48
	10/15/2014	-$0.02	$30.62	$30.60
	09/10/2014	-$0.33	$30.62	$29.98
	08/13/2014	-$0.95	$30.62	$29.67
	07/16/2014	$40.62	$49.05	$49.05
	06/18/2014	$0.00	$40.62	$40.62
	05/14/2014	$0.00	$24.22	$24.22
	04/16/2014	$0.00	$30.62	$30.62
	03/20/2014	$0.00	$59.22	$89.84
	02/12/2014	$0.00	$30.62	$30.62
	01/15/2014	$30.62	$34.22	$34.22
	12/18/2013	$0.00	$30.62	$30.62
	11/13/2013	$0.00	$24.22	$24.22
	10/16/2013	$30.39	$30.62	$61.01
	09/18/2013	$0.00	$30.62	$30.09
	08/14/2013	$0.00	$24.22	$24.22
	07/17/2013	$30.93	$30.62	$61.55
	06/19/2013	$0.00	$30.62	$30.62
	05/15/2013	$0.00	$30.62	$30.62
	04/17/2013	$0.00	$24.22	$24.22
	03/20/2013	$0.00	$47.48	$47.48
	02/13/2013	$0.00	$24.22	$24.22
	01/16/2013	$59.81	$30.62	$90.43

Customer/location ID . :	153219-24043
Customer name . . . . . :	CHURCHILL, LAURENCE H
Service address . . . . :	3780 CLYDE MORRIS BLVD 302
Plan number . . . . . :	115020007
Plan type/description :	LEAK/LEAK
Plan status . . . . . :	Open
Plan amount . . . . . :	762.62
Amount unpaid . . . . . :	762.62
Open date . . . . . :	2/09/15

Payment Date	Payment Amount	Amount Paid	Comments
2/18/15	63.55	.00	PAYMENT IS DUE ON TOP OF REGULAR MONTHLY
3/20/15	63.55	.00	BILL. IF FAILURE TO KEEP PAYMENT PLAN
4/20/15	63.55	.00	ARRANGEMENTS MAY CAUSE SERVICE TO BE
5/20/15	63.55	.00	IN JEAPORDY OF SVC INTERRUPTION OR
6/19/15	63.55	.00	DISCONNECT SLL
7/20/15	63.55	.00	
8/19/15	63.55	.00	
9/18/15	63.55	.00	
10/19/15	63.55	.00	
11/18/15	63.55	.00	
12/18/15	63.55	.00	
1/18/16	63.55	.00	
2/17/16	.02	.00	

I AGREE TO MAKE PAYMENTS ACCORDING TO THE SCHEDULE SET FORTH ABOVE.

I UNDERSTAND THAT FAILURE TO COMPLY WILL RESULT IN IMMEDIATE SUSPENSION OF MY UTILITY SERVICES UNTIL THIS PAYMENT PLAN IS BROUGHT UP TO DATE AND THE CURRENT UTILITY BILL, INCLUDING SERVICE CHARGES AND RECONNECTION FEES ARE PAID.

CUSTOMER SIGNATURE_____ DATE __/__/__

CUSTOMER SERVICE REPRESENTATIVE _____ DATE __/__/__

Billing Statement

Contact Info

Account Number:	000153219-000024043
Location Address:	3780 CLYDE MORRIS BLVD 302 PORT ORANGE FL
Customer Name:	CHURCHILL, LAURENCE H
Mailing Address:	3780 S C MORRIS BLVD APT 302 PORT ORANGE FL 321298201

Prior Bill Activity Info

Bill Date:	03/26/2015
Due Date:	04/15/2015

Prior Bill Activity		Description
03/13/2015	-$318.15	LEAK IN MAIN SUPPLY
03/13/2015	-$45.36	LEAK IN MAIN SUPPLY
03/09/2015	-$63.55	C2GCXUSER 03091599
02/24/2015	$829.76	E CYC BILL

Balance Forward:	$402.70
Current Charges:	$40.62
Bill Amount:	$443.32

Activity Info

Date	Amount	Description
03/13/2015	-$318.15	LEAK IN MAIN SUPPLY ADJUSTMENT
03/13/2015	-$45.36	LEAK IN MAIN SUPPLY ADJUSTMENT
03/09/2015	-$63.55	C2GCXUSER 03091599 PAYMENT
02/24/2015	$829.76	E CYC BILL BILL

Reading Info

Service	Read Date	Type	Meter Number	Days	Actual	Demand
WA	03/16/2015	REGULAR	94748083	28	2.00	0.00

Current Charge Detail

Code	Service Description	Comp	Detail Description	Consumption	Amount	Rate Group
ES	ENERGY FEE SEWER	CONS	OVER 1K	1.00	$0.72	PO/I/R
EW	ENERGY FEE WATER	CONS	WATER ENERGY CHARGE	2.00	$1.16	PO/I/R
SW	SEWER		SEWER	2.00	$15.75	PO/I/R
WA	WATER		WATER	2.00	$11.70	PO/I/R
			PUBLIC SERVICE TAX	0.00	$1.29	PO/I/R
			Late Charge		$10.00	//

*Your current account balance as of 03/27/2015 is $443.32

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: No

SUBJECT: Architectural Service for remodeling Cypress Head Club House (RFSQ 15-04) **(Item Tabled on March 3, 2015)**

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION: Move to award RFSQ #15-04 Architectural Services for Cypress Head Club House to DJ Design Services and authorize the Mayor and City Clerk to execute contract documents as required and after reviewed and approved by the City Attorney .

SUMMARY: The City advertised and received three submittals in response to RFSQ #15-04, Architectural Services for Cypress Head Club House. A Committee of five individuals (consisting of two Council members, a representative from Kemper Sports plus City staff) was created to review and evaluate the submittals. Due to a miscommunication Councilman Ford was not in attendance for the presentations and ranking. Each firm was ranked based on past performance in meeting aggressive deadlines, ability of the firm to produce signature designs, and past successes on similar projects. Additionally, each firm made a presentation to the Committee. The final recommendation is DJ Design Services. DJ Design Services has provided an initial fee proposal of $35,000.00 which included schematic design work, design development, construction documents, bidding/negotiations and construction administration.

Since the time of the proposal, the construction scope has been defined and the scope of work has changed substantially. We now estimate these architectural services to be not to exceed $16,000.

Project No.: AIO025 Funding Account No.: 451-0300-579-6300

ATTACHMENTS:

1.	Committee Evaluation Tab sheet	Committee Evaluation Tab sheet.pdf
2.	staffs construction Estimate	clubhouserenovationest2.xlsx
3.	Revised fee proposal	Golf - revised fee prop.pdf

Fenwick, Robin	Created/Initiated - 03/31/2015
Lovallo, Susan	Approved - 04/02/2015
Rosen, Alan	Approved - 04/02/2015

The City of Port Orange

Committee Evaluation Tab

SUMMARY: FINAL RANKING

RFSQ #15-04: Architectural Services for the Cypress Head Club House

Meeting Date: January 14, 2015 3:00 pm

Committee member	Benjamin P. Butera	BHM Architecture	DJ Design Services
Donald O. Burnette, Vice Mayor	80	50	94
Bob Ford, Councilman	Not Present		
Susan Lovallo, Parks & Recreation Director	75	30	100
Frank Flagg, Facilities Manager	75	N/A	91
Michael Collins, Kemper Sports	70	N/A	85
Total points:	300	N/A	370
Rank:	2	3	1

Evaluation Committee for this RFP:
Donald O. Burnette, Vice Mayor
Bob Ford, Councilman
Susan Lovallo, Parks and Recreation Director
Frank Flagg, Facilities Manager
Michael Collins, Kemper Sports

Notes: (Top ranked firms)

1. DJ Design Services
2. Benjamin Butera
3. BHM Architecture

Club House Renovation

this is an estimate

Roof Over		$ 60,480.00
Install New windows		$ 31,800.00
Repair exisitn columns and headers		$ 4,800.00
Replace carpet and vinyl base		$ 6,000.00
interioir painting		$ 5,200.00
	sub total	$ 108,280.00
Contractors supervison		$ 20,800.00
Contractor overhead (12% of sub total)		$ 15,490.00
	sub total	$ 144,570.00
2% bond		$ 2,891.00
10% contigency		$ 14,746.00
	total construction cost	$ 162,207.00
Architectural fees (DJ Design) estimated by staff		$ 16,221.00
Permit fees (2% of 162,207)		$ 3,244.00
Total Renovation Estimate per Frank Flagg		**$ 181,672.00**

DESIGN, INC.
913 N. Nova Road
Holly Hill, Florida 32117
(386) 255-6987 (386) 255-6989 FAX
AA26000567
ARCHITECTS • PLANNERS

April 2, 2015

Joseph A. Gomez
Purchasing Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129 VIA E-mail

RE: Cypress Head Club House Remodeling Architectural Design Proposal – RFSQ #15-04 Project No. 02343

Dear Joe,

We were pleased to have been selected by the Committee and look forward to working together on this project. I forwarded our latest Rate Schedule to Jenny Juarez on January 19th and prepared a fee proposal for your review on February 5th. Since then, the scope-of-work has been reduced somewhat and we have modified our fee accordingly:

As we understand the *Revised* scope-of-work provided, we are to:

- Roof-over the north and south patio areas
- Close-in the existing Banquet Room with a new storefront system with double exterior doors to the exterior and provide a new exterior door on the south end
- Provide additional paving/sidewalks to connect to existing pathways
- Provide new carpet and base and re-paint existing interior walls

The basic scope-of-work will include demolition/removal of the existing "plastic windows", palm trees, mulch, gutters, downspouts and underground drains. New work will include new doors/frames/hardware, new painted GWB ceilings, new flooring and re-painting all the new and existing walls/trim/door-frames. We assume that the City's vendor/staff will provide voice/video/data connectivity and will also supply the furnishings, fixtures and equipment (FF/E).

Our tasks will include:

- Creating electronic as-built drawings in AutoCAD 14 format
- Meetings with City staff and users to align the scope-of-work and project budget
- Coordinating the architectural and structural engineering

<u>Basic Fee Proposal:</u>
Based on our recent experience with numerous recent similar projects and the pre-proposal information provided, we would estimate a A/E (architectural and structural) design fee of approximately $16,000. We would anticipate a multi-phase approach and fee distribution as follows:

- Schematic Design - $3,900
- Design Development - $3,200
- Construction Documents - $5,000
- Bidding/Negotiation - $800
- Construction Administration - $3,100

We will provide demolition drawings, *revised* floor and reflected ceiling plans, Life Safety Plan, wall sections, construction details, fire protection and power/data/lighting relocations/additions and written specifications.

Alternately, we may also be tasked to:

- Renovate/enlarge the existing Kitchen
- Renovate/improve the existing main entry
- Relocate the existing bar
- Provide separation between the Banquet Room and Bar

In the event that the City chooses to include some or all of these Alternates or the accepted *basic* design concepts are subsequently modified for reasons beyond our control, the additional services resulting from these modifications shall be cause for additional compensation.

It is assumed that this entire project will be "hard-bid" to the local construction community.

I have reviewed this proposal with Frank Flagg and he is in accord with my assumptions. I've discussed the schedule with Chris Barnes and Susan Lovallo and we feel that we can meet the June 5, 2015 deadline for delivering a bid package. Please review this to see if it agrees with *your* understanding of the work efforts needed. If these terms are acceptable, please issue a Purchase Order and we will begin the design work.

Yours truly,
DJdesign Services, Inc.

Dana M. Smith, Architect
Principal

DESIGN, INC.
913 North Nova Road
Holly Hill, Florida 32117
(386) 255-6987 (386) 255-6989 FAX
dsmith@djdesigninc.com
ARCHITECTS • PLANNERS

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
MARCH 17, 2015

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

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Bob Ford Councilman Donald Burnette Councilman Scott Stiltner Vice Mayor Drew Bastian Mayor Allen Green
	Also Present:	David Harden, Interim City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

B. PUBLIC HEARING

4. Second Reading - Ordinance No. 2015-10 - Amending Chapter 74, Utilities, of the City Code

Mayor Green read Ordinance No. 2015-10.

ORDINANCE NO. 2015-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 74, OF THE CODE OF ORDINANCES RELATED TO UTILITY BILLING; AMENDING SECTION 74-33, RELATED TO CHARGES FOR WATER SERVICE; AMENDING SECTION 74-78, RELATED TO CHARGES FOR SEWER SERVICE; AMENDING SECTION 74-200, RELATED TO CHARGES FOR RECLAIMED WATER; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-10 on second reading was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. After no public

comments, the motion carried 4-1 by roll call vote, with Councilman Ford voting no.

5. Roll-off Container Non-Exclusive Franchises
   a. Second Reading - Ordinance No. 2015-9 - Roll-off Container Non-exclusive Franchise Ordinance

Margaret Roberts, City Attorney, advised of a minor typographical error that was corrected on page 5 as to Section 56-42(a) rather than 56-42(c).

Mayor Green read Ordinance No. 2015-9.

ORDINANCE NO. 2015-9

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 56, ARTICLE II OF THE CODE OF ORDINANCES PROVIDING FOR DEFINITIONS; ESTABLISHING A NEW ARTICLE III OF CHAPTER 56, PROVIDING FOR NONEXCLUSIVE FRANCHISES FOR COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2015-9 as amended was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

b. Resolution No. 15-19 - Establishing Fee Schedule for Roll-Off Container Non-Exclusive Franchises

Mayor Green read Resolution No. 15-19.

RESOLUTION NO. 15-19

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING FEE SCHEDULE FOR NON-EXCLUSIVE FRANCHISE FOR ROLL-OFF CONTAINER SERVICES; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 15-19 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no comments.

C. AGENDA APPROVAL

Citizens requested that Consent Agenda Items #15 and 21(g)(h) be pulled for further discussion. Item #11 was withdrawn from the agenda prior to the meeting. David Harden, Interim City Manager, pulled Item #21b and will bring it back to Council on April 7, 2015.

Motion to approve the agenda as modified was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

D. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

6. Brittany Vasile Miss UCF 2015

Councilman Stiltner introduced Brittany Vasile, Miss UCF 2015. Council congratulated Ms. Vasile on her accomplishments. Ms. Vasile thanked Council for the recognition.

7. Pegasus Engineering - David Hamstra, P.E.

Mr. Harden introduced David Hamstra from Pegasus Engineering to discuss his report relating to the removal of the berm along Dunlawton Avenue.

Mr. Hamstra provided a brief overview of the report from Pegasus Engineering. They did not support the construction of the berm along the east bank because of the potential of new problems further upstream or on the west bank. They recommend the City study the lowest lying areas and apply for FEMA hazard mitigation grants to offset the costs of acquisition and demolition. There is a 25% match from the City and/or the homeowner. He also recommended that the City update its Master Stormwater Plan.

Councilman Ford asked if Dunlawton Avenue will go underwater with every heavy flood. Mr. Hamstra said the berm could have potential impacts upstream. Councilman Ford doesn’t want to do nothing. It is unacceptable to him to have this much flooding and not do anything. He asked if mitigation to the north and west to heighten the land to help prevent flooding. Mr. Hamstra said that can happen but at some point the water must go somewhere. Councilman Ford’s problem with the study is the berm will work but may cause problems elsewhere and is there a way to mitigate that upstream and downstream.

Tom Kelley, Pegasus Engineering, said flooding issues are happening all over the world. He said the City can do a lot with enough money and the permits but getting those permits may be an issue. The cost benefit analysis needs to be done to determine if purchasing the homes is a better option than the berms.

Councilman Burnette wants to find a solution that works and he doesn't believe raising Dunlawton is feasible. He would like to take a holistic approach to the problem. He doesn't want to transfer the problem.

Vice Mayor Bastian agreed; he doesn't want to transfer the problem either.

Councilman Stiltner discussed the impacts of any changes made. He asked where Council's focus should be for this particular problem/area. Mr. Hamstra recommended updating the model and determining the impacts before discussing elevation or acquisition with homeowner's with repetitive flooding.

Mayor Green said the impact of raising Dunlawton Avenue was studied already. He is serving on a board discussing the flooding issues and the impact other cities have on each other when changes are made.

Ben Talluto, citizen, believes the flooding problem is a result of the raising of US 1.

Phil Klema, citizen, asked what was seen on the model from previous studies and how many homes would benefit from flood-proofing.

Jim Cameron, Daytona Regional Chamber, agreed with Mayor Green regarding the need for money to handle these types of problems.

Mike Gardner, citizen, discussed his concerns with not constructing the berm. He believes the berm will help because it would not be any higher than the west side of the canal.

Ted Noftall, citizen, asked several questions relating to the report for clarification as to his understandings.

Newton White, citizen, was surprised at the low elevation of Dunlawton Avenue.

Mr. Hamstra answered questions raised by citizens. He will provide a revised report with the questions and answers included.

Councilman Stiltner asked how many feet could be occupied without flooding homes. Mr. Hamstra said a survey of the homes needs to be done before he can answer that.

Vice Mayor Bastian doesn't believe building a bridge is feasible.

Councilman Burnette believes catching the water before it gets to the low lying areas of Dunlawton Avenue would help.

Councilman Ford disagreed with the recommendations from Pegasus. He suggested suing neighboring cities when they build up and move water to Port Orange faster and in larger volumes.

Mr. Kelley said the flooding would have been less had the gate been closed.

Council took a recess at 8:02 p.m.

G. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

8. Citizen Advisory Committee for TPO

Bobby Ball advised that the CAC meeting was cancelled; however, he attended the LRTP workshop. He encouraged all to participate in the survey at the TPO website (r2ctpo.org) particularly relating to the long range planning.

9. Report from Kemper Sports Management regarding Cypress Head Golf Course (January and February reports)

Mike Collins, General Manager, provided details of the course events during the upcoming closing for renovations. He provided a report from the NGF showing trends in Jacksonville, Daytona, and nationally. The survey results for their weekly golfers was provided and discussed.

Councilman Burnette asked if there is a written policy for the surcharge added to the golf rounds. He wants to know how it's accounted for. Mr. Harden advised that the Board discussed it at their meeting and will bring back some information.

Councilman Stiltner wants Council to discuss the plan for the club house so that Kemper has direction.

Mr. Noftall doesn't believe the surcharge is being accounted for by City Staff.

10. General Employee's Pension Board Appointment

Motion to re-appoint Sonya Laney to the General Employee's Pension Board was made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion carried unanimously by voice vote.

H. CITIZEN PARTICIPATION (Agenda)

11. Disability Solutions for Independent Living, Inc. - fundraising event notification assistance

Removed until further notice.

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

Thomas Beaulieu, citizen, addressed Council regarding the development of 1430 Coconut Palm Circle and potential flooding issues. Mayor Green asked Mr. Harden to look into the issue.

Mr. Noftall asked for an update on the forensic accounting of the berm removal. Mr. Harden advised that the contract was received and should begin next week. Mr. Noftall asked about the police investigation. Mr. Harden advised that he has been turned down by a fourth person but has spoken to a fifth person who he has an appointment with on Friday. He asked for a copy of the revised report from Pegasus Engineering. He believes they were “pigeon holed” in what they were asked to do. He’d like to know why.

Fred Griffith, citizen, invited Council to attend the Golden Eagle Dinner for the Three Rivers District Boy Scouts of America scheduled for April 8, 2015 at 5:30 p.m. at the Sugar Mill Country Club.

Jim Smith, New Smyrna Beach citizen, asked for Council’s support for a joint application for a feasibility study for a bike path along the US 1 corridor to connect the two cities. Each City will be required to contribute $1,000. Councilman Ford supported the request. Council agreed to contribute $1,000.

J. COUNCIL COMMENTS

12. Comments/Concerns from Council Members

Councilman Stiltner encouraged Council to watch the issue with the high school football issues. There is some discussion at the school board level for bringing games to the local high schools.

Vice Mayor Bastian asked Mr. Harden to let Council know when major issues/incidents happen within Port Orange.

Councilman Burnette gave kudos to Susan Lovallo, Parks and Recreation Director, for opening day of baseball.

Councilman Ford reported on the trip to Sleepy Hollow regarding flooding. Staff will work on cleaning out the ditch behind Publix, along with examining the two ponds at the

other end of the complex. Citizens were appreciative for the trip. He urged Council to visit neighborhoods more often.

Mayor Green asked that the concession stand at Spruce Creek Park be addressed. He said it's not functioning properly. He asked for a shade meeting with the IAFF.

K. TABLED ITEMS

13. CBL/BM Port Orange West Community Development District

a. Second Reading - Ordinance No. 2015-3 - Removing Whitepalm from the CBL/BM Port Orange West Community Development District (tabled on March 3, 2015)

Motion to remove from the table was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

Mayor Green read Ordinance No. 2015-3.

ORDINANCE NO. 2015-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, FLORIDA GRANTING CONTRACTION OF THE ESTABLISHED CBL/BM PORT ORANGE WEST COMMUNITY DEVELOPMENT DISTRICT BOUNDARIES PURSUANT TO CHAPTER 190, FLORIDA STATUTES (2014); PROVIDING FOR DESCRIPTION AND BOUNDARIES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2015-3 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Mark Watts, Attorney for Applicant, explained that this ordinance changes the boundary to remove the existing apartment complex out of the CDD. It does not change the land use or the zoning, nor does it add any services to the City's obligations. No debt obligations are transferred to the City. He advised that the executed Maintenance Agreement has been provided to the City Attorney. He asked Council to approve two (2) agreements (one with all the acreage, the other with just the apartment complex acreage.) The lenders approve two agreements. Ms. Roberts had no objection to the agreements.

Councilman Burnette asked who is responsible for the maintenance. Mr. Watts advised that the property owner adjoining the right of way will be responsible for maintaining it.

The County may have some responsibility as well. Ms. Roberts advised that the Maintenance Agreements provide for maintenance as established in the City's Codes. Council can amend the Code at any time.

Mayor Green has received numerous complaints from those who back up to the complex. The screening between the complex was not sufficient.

Motion carried 4-1 by roll call vote with Councilman Burnette voting no.

b. Maintenance Agreement for Whitepalm

Motion to approve the Maintenance Agreements as revised was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Mr. Berman asked how long the City Attorney has had the revised Maintenance Agreements. Ms. Roberts received it March 3, 2015 and she is satisfied with the documents.

Motion carried 4-1 by roll call vote with Councilman Burnette voting no.

L. CONSENT AGENDA

14. Approval of Minutes
    a. March 3, 2015 - Regular City Council Meeting
15. Stormwater Maintenance Progress
16. Resolution No. 15-15 - Budget Resolution - Miscellaneous Adjustments
17. Resolution No. 15-16 - LAP Agreement – Herbert Street Westbound Right Turn Lane
18. Resolution No. 15-17 - Supplemental LAP Agreement - Spruce Creek Road Shared-Use Path
19. Resolution No. 15-18 - Florida Inland Navigation District (FIND) grant application for Riverwalk Park Phase 1B
20. VyStar Site Improvement Agreement for 750 Dunlawton Ave (Dunlawton Ave and Oak St)
21. Award of Bids and Contracts
    a. Extension of Contract for Services with Applied Aquatic Management Inc. (Bid No. 12-26)
    b. Piggyback Volusia County Contract for Street Resurfacing
    c. SimplexGrinnell Additional Spending Authority
    d. Approval of a Contract with Danus Utilities Inc. to replace a broken butterfly valve, install a 51 inch spool and clean four master lift stations.
    e. Bid Award for Garnsey Water Plant Sodium Hypochlorite Chemical Feed System Replacement and Upgrade to Odyssey Manufacturing Company.

f. Engineering Services Contract and Task Authorization No.1 with Wade Trim, Inc. for Collection System Inflow and Infiltration Analysis.

g. Engineering Services Contract and Task Authorization No.1 with Quentin L Hampton Associates for Reclaimed Reservoir Outfall Project Contract Administration.

h. 1. - Award Bid for Cambridge Canal Phase 2 - Bank Armoring and Pump Station Improvements

2. - Approval of contract Addendum No. 26 for Quentin L. Hampton Associates, Inc. construction phase services

22. Settlement in the case of Nancy Fowler, as parent and natural guardian of Macy Fowler, a minor vs. City of Port Orange - Case No. 2013-31772 CICI

Motion to approve the Consent Agenda as modified was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Item #15 – Stormwater Maintenance Progress

Mr. Gardner asked if they are ahead of schedule. Mr. Harden advised that it has moved quickly so far but it depends on the condition of the ditch.

Motion to approve item #15 was made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion carried unanimously by voice vote.

Item #21(g) – Engineering Services Contract and Task Authorization No.1 with Quentin L Hampton Associates for Reclaimed Reservoir Outfall Project Contract Administration

Motion to approve item #21(g) was made by Councilman Burnette, and Seconded by Vice Mayor Bastian.

Mr. Gardner asked if the inspection services will be performed by Quentin L. Hampton & Associates as well as the design and contract management. Ms. Roberts advised Council that the inspection services can be separated out. Mr. Harden believes it makes sense to have the same firm inspect the project because they know the project.

Mayor Green advised that Quentin Hampton is highly regarded and should not be getting a bad rap from this community.

Mr. Harden asked that the item be approved excluding the inspection services.

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

Councilman Ford agreed that the issue is not with Quentin Hampton specifically. He believes it's better to separate the services.

Mr. Noftall asked if the outfall helps to not put water into the river. Ms. Roberts' understanding is that it is not an outfall into the river but under permitted uses, could outfall into the wetlands. Councilman Ford explained that the water discharged into the wetlands has to be at a higher quality than is in the lakes currently. The filter is to handle that quality standard.

Mr. Griffith advised of the details of the project. The system allows water to discharge directly into the wetland as long as it meets the standards of the permit.

Brad Blais, QLH, provided details of the technical components of the system.

Motion as to Item #21(g) carried unanimously by roll call vote.

Item #21(h) - 1. - Award Bid for Cambridge Canal Phase 2 - Bank Armoring and Pump Station Improvements
2. - Approval of contract Addendum No. 26 for Quentin L. Hampton Associates, Inc. construction phase services

Motion to approve item #21(h) excluding the inspection services was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Council took a recess and reconvened at 9:37 p.m.

M. <u>REGULAR AGENDA</u>
23. Utility Deposits for Listing Agents

Tracey Riehm, Finance Director, provided background information relating to the utility deposit for listing agents of foreclosed homes. Council agreed with the proposed change to make it easier for Staff. Staff will bring back the necessary documents to implement the change.

Mr. Berman asked to include a provision to revert back if someone becomes delinquent. Mr. Harden said it is included in the proposal.

24. Proposed projects for the River to Sea TPO 2015 Transportation Improvement Program Priority List

Tim Burman, Planner, discussed the projects being proposed and asked for other ideas from Council.

Vice Mayor Bastian asked to include connecting the sidewalk at Summer Trees and Williamson Blvd. Mr. Burman will add that to the sidewalk list. Wayne Clark, Community Development Director, said that section is too small for the TPO list.

Councilman Burnette asked about sidewalks from Bruner to Clyde Morris. Mr. Burman said there is a development coming that will fill that sidewalk in. Councilman Burnette supports any right turn lanes.

Motion to approve was made by Councilman Ford, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

25. Halifax Paving Lake Excavation Contract – Progress Report Update

Andrew Neff, Public Utilities Director, provided details of the progress of the excavation project. Staff met with the contractor to discuss the lack of work being performed.

Councilman Stiltner asked the City Attorney what the recourse is for the contractor to not meet their first monthly goal. Ms. Roberts advised Council that the project won't take as long as has been agreed. She believes a shorter timeline may have provided for more movement earlier. Council consensus is to strictly enforce the terms of the contract.

Vice Mayor Bastian doesn't believe it's in panic mode yet but he wants Staff to continue monitoring the progress. He asked if the lake is going to be fully functional in September. Mr. Neff said no, there are other items to be completed still.

Mayor Green said removing the dirt from the site is secondary to the lake excavation. He spoke with the contractor who advised that the dirt needed to be moved so he could excavate the site. Mayor Green wants the contract enforced as well.

Councilman Burnette asked if the survey was received on time. Mr. Neff said yes.

Councilman Ford agreed, it's not panic mode but he wants the lake done.

26. Monthly Financial Report for February

Ms. Riehm provided details of the monthly financial report.

Mr. Noftall asked why the general reserve balance has not being reported in the monthly financial report anymore. Mr. Harden advised that the report is presented for him to manage the City. He doesn't believe the Balance Sheet is necessary but if Council would like it, Staff will produce it.

Vice Mayor Bastian asked if a quarterly Balance Sheet would be useful. Mr. Harden will discuss it with Staff.

Mr. Noftall expressed his concern with the length of time it's taking to close out last year's reports.

27. Request for Release of Lien on Mellow Mushroom site

Ms. Roberts advised Council that they are not required to partially release the lien. She suggested approval subject to proof that the City is first position of lot 2.

Robert Hargrave, Mellow Mushroom, advised that he is trying to purchase a small portion of the property included in the lien.

Councilman Burnette cautioned Council with making a decision to deny this request. Approving it will allow additional impact fees from the Mellow Mushroom development.

Councilman Ford supports partially releasing the lien so that the Mellow Mushroom can be built.

Vice Mayor Bastian agreed to a partial release.

Mr. Berman supports forcing the seller to pay the full amount to close the deal.

Claude Gardner, Broker on the transaction, advised that the seller will kill the deal with Mellow Mushroom if the City doesn't agree to partially release the lien. Ms. Roberts has not reviewed the contract in question between the parties. She is asking Council to confirm that the City is in first position on the remaining lot. Mr. Gardner has the property listed for $450,000, which more than covers the $80,000 due to the City.

Motion to approve the partial release of the lien contingent upon first position of lot 2 was made by Councilman Ford, and Seconded by Councilman Burnette.

Mr. Berman asked that the City ensure the City's lien remains first position. Ms. Roberts explained that the City's lien will remain in first position if it is in first position now.

Motion carried unanimously by roll call vote.

N. COMMENTS

28. City Attorney Comments - Cypress Head Fictitious Name (Licensing)

Ms. Roberts advised that the Golf Board requested the name be Cypress Head Municipal Golf Course and Restaurant.

Motion to approve the request was made by Councilman Ford, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

29. Interim City Manager Comments

Mr. Harden advised that the entry way to City Center should be maintained by Home Depot pursuant to the MDA. Mayor Green believes they will maintain it if Staff reaches out to them.

Mr. Harden advised there was a hole (not a sink hole) caused by a broken pipe in the sewer line.

O. COUNCIL COMMITTEE REPORTS

30. City Council Committee Reports

a. Library Advisory - Meeting held 3/5/15 – Vice Mayor Bastian reported the improvements are completed and all is well with the library.

b. Volusia League of Cities – Mayor Green advised that the dinner is next Thursday. They want to participate at the State level.

c. ArtHaus – Councilman Burnette reported that the Fun and Funky dinner is coming up next month.

d. Port Orange/South Daytona Chamber of Commerce – Councilman Burnette reported that next Thursday, March 26 is a Tasteful Affair.

e. Roundtable of Volusia County Elected Officials - Meeting held 3/9/15 – Mayor Green reported that the board is discussing the homeless issues.

ADJOURNMENT: 10:30 p.m.

_____
Mayor Allen Green

Attest:

_____
Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
LAKESIDE COMMUNITY CENTER
1999 CITY CENTER CIRCLE
MARCH 31, 2015

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Allen Green at 6:30 p.m.

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Bob Ford Councilman Donald Burnette Councilman Scott Stiltner Vice Mayor Drew Bastian Mayor Allen Green
	Also Present:	David Harden, Interim City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

DISCUSSION ITEMS

4. Joint Workshop with the Parks and Recreation Advisory Board

Roll call – council all present; parks – see roster

Mayor Green advised that the goal of the meeting with the Parks and Recreation Advisory Board is to provide direction to the Board based on their proposals and goals.

Jack Wiles, Chairman, provided details of the items the Board would like to discuss with Council and their 1, 3, and 5 year recommendations. Mr. Wiles discussed sidewalk connections which will be handled by the TPO through Community Development. Mayor Green asked the Board to consider trails and connections between linear parks with the TPO.

Mr. Wiles discussed park expansion. He will provide a map of the parks. Councilman Ford asked the Board to look at the park behind Sumter Hardware that is owned by the City. He'd like to know if it would work for new fields.

Riverwalk was another item discussed by the Board but that is being handled by Staff. Mr. Wiles discussed the property at the end of Spruce Creek Road to be used as a kayak/canoe launch. He asked that someone contact the County to discuss the possibility of it being used by the City for a launch. Councilman Ford believes access

should be provided but there will be kickback from the residents. Council agreed and asked the City Manager to contact the County.

Mr. Wiles discussed the idea of a sports complex and the need because of the growth in the sports programs. The Board would like to see it built at Coraci. Mayor Green would like to network back to the sports medicine programs at the local colleges to help build the sports complex. David Harden, Interim City Manager, advised of his conversation with Mr. Coraci regarding the availability of expanding. The Board would need 60+ acres to build a sports complex. Mayor Green suggested revisiting what is owned by the City that can be used to swap and/or sell to purchase additional property at Coraci. Councilman Stiltner would like to provide the Board with direction on a long term goal for a sports complex.

Mr. Wiles asked Council to discuss a plan for competitive teams. The Board's first priority is the City's recreation programs. Mr. Wiles asked that the City Attorney provide an agreement to the Port Orange Soccer Club for them to build a field if the City provides the acreage for the field. Councilman Ford is not opposed to the idea but would want a reverter clause. Councilman Burnette believes this deal would increase the participation in the rec programs. He doesn't agree that the Port Orange facilities are sufficient to accommodate the City's families. Mayor Green disagreed and feels Port Orange provides what it can afford while meeting the needs.

Mr. Wiles discussed the need of a community center to handle the basketball players currently in the rec program. He suggested moving the Parks & Recreation Department and using the building for a community center.

Mr. Wiles advised that the Foundation is still being discussed by the Board but it is lower on the priority list at this time.

Amiee Bishcoff, member, advised that basketball courts can be used as volleyball courts as well.

Patricia Barraco, member, wants the community center to be a youth center. She believes it is a top priority.

Dianne Gardner, member, wants maintenance costs to be low for the projects.

Councilman Stiltner supports the kayak launch at Spruce Creek Road. He would like movement on that project. He agreed that there is a large need for a community center. Councilman Ford would like to see the community center on the east side of the City as those kids are in need. Councilman Stiltner agreed but believes it might be difficult to find enough acreage. He is concerned that the soccer club has not provided financial records to him that he requested. He'd like to see a business plan from the club.

Councilman Burnette believes a good partnership with competitive teams can benefit both organizations. He doesn't want money to prevent growth.

Mr. Wiles advised that the one-year plan was the Spruce Creek Road canoe/kayak launch, convert the gym to a community center, and put money in the budget for the community center that would be built with more basketball courts, etc. Their 3 year plan proposal includes breaking ground on the sports complex; and their 5-year plan is to break ground on the new community center.

Mr. Wiles asked Council to discuss how they react co-sponsored teams that appear before the Board and/or Council. He asked that they educate the teams on the plan that is agreed upon.

Councilman Ford's first priority is to bring the employees up based on the comp and class study. He wants to focus on the launch. He would like to discuss the youth center at the gym. He would not want to commit to buying Coraci within three years. He wants to be sure to retain employees to run the programs.

Mayor Green asked that the Foundation be developed. Mr. Wiles said there are questions relating to the structure of the Board for the Foundation. Mr. Wiles will provide the map to discuss the sale of parks to be invested elsewhere.

Councilman Stiltner asked Staff to provide numbers as to when Staff will have to turn players away because there are no fields/courts. Councilman Ford asked for some shovel ready projects.

Mayor Green asked for public comments; there were none.

Joint meeting with parks adjourned at 7:42 p.m.

5. Cypress Head Golf Course Country Club

Alan Rosen, Interim Assistant City Manager, discussed restaurant operations and club house renovations at Cypress Head Golf Course. Options were provided in possible management structure changes, as well as renovation plans. Staff needs direction on the club house. Mr. Harden advised that the renovation is to fix the outside of the building so it functions well within the existing floor plan.

Councilman Burnette asked if Council wants to make changes to the food/beverage function. He isn't inclined to do anything with the club house until the contract is up with Kemper Sports. He believes people will come out to see the course whether or not they renovate the club house. He'd like to wait until 2017.

Councilman Stiltner supports testing the market for an outside restauranteur. He would like to discuss the option with Kemper Sports now to change the contract and allow them to delete the restaurant portion of the contract. If Kemper is not inclined to delete that portion, Council can make changes in 2017 when the contract expires. He supports addressing the flooding in the banquet room.

Councilman Ford agreed to take the renovations slowly. He supports fixing the roof from flooding the banquet room.

Vice Mayor Bastian doesn't believe the City should be in the restaurant business. He supports an outside restauranteur.

Mayor Green asked Council if they agree with fixing the windows and resolving the flooding. He believes the gutters are a temporary resolution. Council agreed.

Mike Collins, General Manager of Cypress Head, explained how the restaurant and the golf course mesh together. The restaurant side gets shut down when the banquets are held. The banquets have doubled. There are limitations to what they can do because of the facility.

Newton White, citizen, doesn't see why $60,000 needs to be spent on the roof repairs. He believes there are other, less expensive options to control the water from going inside the banquet room.

Ted Noftall, citizen, asked if the City wants to be in the banquet business.

Mayor Green said it needs to be balanced with the community. Those homes bought based on prices with a golf course.

Council agreed with fixing the windows and doing a roof over to fix the flooding. Mr. Harden said Staff will bring back a proposal from the architect.

Council asked the City Manager to talk to Kemper Sports about renegotiating.

6. Lights in Trees at City Center

Susan Lovallo, Parks and Recreation Director, provided details on the tree lights for the month of December. Options were discussed.

Vice Mayor Bastian would like to see the lights lit during other events as well.

Councilman Ford believes it is worth the cost.

Councilman Stiltner supports having the lights available and used for events. He would like to first use another department's lift truck before renting one. He's not opposed to a small fee to recover some of the costs.

Councilman Burnette agreed and would support a small fee.

Mayor Green would like Staff to work on the sound system along with the lights.

7. Discussion regarding City Purchasing Procedures

Joseph Gomez, Purchasing Manager, provided details regarding the City's purchasing procedures and the need for changes. Recent accomplishments were discussed. Mr. Gomez discussed changes to Section 2-2.62 – Purchase and sales procedures, as well as changes to Section 2-2.65 – Waiver of Irregularities, Section 2-2.67 – Waiver of bidding requirements, and Section 2-2.71 – Emergency purchases. He benchmarked from neighboring communities.

Councilman Burnette supports the changes proposed. He thanked Mr. Gomez for the proactive changes.

Councilman Stiltner applauded Mr. Gomez for bringing these changes forward. He is a big supporter of local preference. He asked that the scoring criteria be included in the request for proposals.

Councilman Ford is concerned with the bidding process. He wants it to be open. He also supports local preference.

Vice Mayor Bastian supported the changes as well.

Mayor Green suggested having an open class for training the vendors.

Mr. Noftall believes the changes are needed but believes it gives the City Manager more power and he doesn't support that. He cautioned Council with supporting the changes. He also believes $25,000 is too much authority for the City Manager.

Mr. Harden advised that questions arise relating to the $25,000 limit for the City Manager. He explained that the interpretation of the Code is that any vendor that breaks the threshold of $25,000 must come to Council even if the purchases do not relate to the same project. He advised that the best practice around the State is that only those purchases that are from one vendor, over $25,000 for the same project would need to go to Council. He provided examples of items that have been brought to Council that wouldn't in other communities.

Councilman Ford would like to continue as has been done in the past that everything comes to Council if it is over $25,000.

Vice Mayor Bastian agreed.

Councilman Stiltner disagreed. He wants the City Manager to manage the City. He believes this slows down getting things done.

Councilman Burnette supports changing the interpretation of the $25,000.

Councilman Ford doesn't believe there are good financial records. He feels there is not enough information provided to Council. He believes Council is becoming less and less relevant. He believes if there was good communication flow, they would be able to track things better themselves.

Council confirmed status quo for the time being but does agree to consider a possible change in the future.

ADJOURNMENT: 9:06 p.m.

_____
Mayor Allen Green

Attest:

_____
Robin Fenwick, City Clerk

FEB-15 Project Manager Summary Report (Run on 3/9/15)

Sorted and Totaled by Manager

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Community Development							
AIO004	CD RIVERWALK PROJECT	8,771,152.00	5,146,941.06	3,669,809.00	183,471.56	94,899.00	3,391,438.44
AIO016	CD Dunlawton Walk Light	82,440.00	0.00	82,440.00	0.00	0.00	82,440.00
AIO022	CD Dunlawton Medians Ph I	500,000.00	7,400.00	494,450.00	1,850.00	11,100.00	481,500.00
DIP057	CD Ridgewd CorrDrn&PubSpc	0.00	0.00	0.00	0.00	0.00	0.00
IMI008	CD TrafCtrlImpr SunsetCv	20,880.00	10,880.00	10,000.00	0.00	0.00	10,000.00
ZMI046	CD LED TRAFFIC LIGHT REPL	11,000.00	0.00	11,000.00	0.00	0.00	11,000.00
	Community Development Total:	**9,385,472.00**	**5,165,221.06**	**4,267,699.00**	**185,321.56**	**105,999.00**	**3,976,378.44**
City Management							
AIO013	CM CITY HALL 2ND FL RENO	120,001.00	89,251.13	59,156.00	28,406.73	18,930.87	11,818.40
AIO014	CM OLD PD RENOVATIONS	400,000.00	0.00	400,000.00	0.00	0.00	400,000.00
AIO017	CM CITY ENTRANCE SIGN DEV	75,000.00	1,250.00	75,000.00	1,250.00	11,250.00	62,500.00
AIO021	CM YOUTH ADVISORY BOARD	284.00	0.00	284.00	0.00	0.00	284.00
AIO023	CM City Manager Search	50,001.00	950.26	49,050.00	0.00	0.00	49,050.00
AIO024	CM CHGC Renovations	750,000.00	7,594.00	750,000.00	7,594.00	9,906.00	732,500.00
AIO025	CM CHGC Clubhouse Renovtn	500,000.00	0.00	500,000.00	0.00	0.00	500,000.00
CDBG04	CM CDBG AQUIRE PROPERTY	230,705.00	208,033.50	22,571.00	(100.00)	0.00	22,671.00
CDBG05	CM CDBG DEMO PROPERTY	15,000.00	1,375.00	15,000.00	1,375.00	4,800.00	8,825.00
CDBG06	CM CDBG ROAD REPAIR	198,404.00	0.00	198,404.00	0.00	0.00	198,404.00
ZCV002	CM HISTORIC TREE MITIGATN	141,844.00	25,406.15	25,014.00	0.00	0.00	25,014.00
ZMI003	CM CITY TELEVISION STA	385,388.00	181,400.36	49,728.00	8,266.96	0.00	41,461.04
	City Management Total:	**2,866,627.00**	**515,260.40**	**2,144,207.00**	**46,792.69**	**44,886.87**	**2,052,527.44**
Fire							
FIR001	F EMS TRAINING PROGRAMS	19,442.00	13,268.64	7,320.00	1,149.10	0.00	6,170.90
FIR002	F SHARPS PROGRAM	3,812.00	2,017.00	1,970.00	175.00	0.00	1,795.00
FIR005	F THERMAL IMAGING CAMERAS	28,490.00	28,135.00	354.00	0.00	0.00	354.00
FIR007	F RADIO REPLC P-25 COMPLY	62,554.00	26,377.14	36,176.00	0.00	2,278.00	33,898.00
FIR011	F FIRE BUNKER GEAR	52,497.00	33,499.48	19,579.00	582.83	15,461.88	3,534.29
	Fire Total:	**166,795.00**	**103,297.26**	**65,399.00**	**1,906.93**	**17,739.88**	**45,752.19**

FEB-15 Project Manager Summary Report (Run on 3/9/15)

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Finance							
ZMI047	FN INTERACTIVE VOICE RECO	95,900.00	0.00	95,900.00	0.00	0.00	95,900.00
ZMI053	FN CS Scanner / Printers	15,000.00	0.00	15,000.00	0.00	10,332.00	4,668.00
	Finance Total:	**110,900.00**	**0.00**	**110,900.00**	**0.00**	**10,332.00**	**100,568.00**
Human Resources							
AIO019	HR COMPENSATION STUDY	25,000.00	17,800.00	16,100.00	8,900.00	0.00	7,200.00
	Human Resources Total:	**25,000.00**	**17,800.00**	**16,100.00**	**8,900.00**	**0.00**	**7,200.00**
Information Technology							
ZMI013	IP LARGE FORMAT PRINTERS	14,997.00	8,997.00	6,000.00	0.00	0.00	6,000.00
ZMI015	IP MUNICIPAL NETWORK	241,517.00	187,553.42	77,963.00	0.00	0.00	77,963.00
ZMI016	IP COMPUTER HARDWARE	255,899.00	181,610.09	72,260.00	3,600.00	0.00	68,660.00
ZMI018	IP E-GOVT BASED SERVICES	7,500.00	0.00	7,500.00	0.00	0.00	7,500.00
ZMI029	IP FIBER OPTIC PROJ PH 2	8,822.00	3,615.00	5,206.00	0.00	0.00	5,206.00
ZMI032	IT POLICE LAPTOP REPLACE	140,153.00	110,474.48	35,304.00	14,935.48	0.00	20,368.52
ZMI036	IT PCI COMPLIANCE PROJECT	50,964.00	36,816.70	8,213.00	0.00	0.00	8,213.00
ZMI037	IT Doc Collbrtn EOC Softw	48,000.00	0.00	48,000.00	0.00	0.00	48,000.00
ZMI038	IT StratPln/RiskAsmntRfrs	91,000.00	27,000.00	64,000.00	0.00	0.00	64,000.00
ZMI040	IT VIDEO SECURITY SYSTEM	166,139.00	138,109.00	28,030.00	0.00	0.00	28,030.00
ZMI042	IP HTE SOFTWARE UPGRADES	93,315.00	88,128.17	5,240.00	53.96	0.00	5,186.04
ZMI045	IT HTE UTILITIES IMAGING	20,040.00	13,840.75	6,198.00	0.00	0.00	6,198.00
ZMI049	IT BARCODE HARDW/SORFTWR	9,000.00	0.00	9,000.00	0.00	0.00	9,000.00
ZMI050	IT NETWRK CORE SWITCH UPD	95,000.00	800.85	95,000.00	800.85	78,866.98	15,332.17
ZMI051	IT PD Impound Surveillanc	30,000.00	0.00	30,000.00	0.00	16,479.00	13,521.00
ZMI052	IT Council Chambers A/V	36,500.00	0.00	36,500.00	0.00	36,113.45	386.55
ZMI054	IT EnterpriseFinancialSys	1,000,000.00	0.00	1,000,000.00	0.00	0.00	1,000,000.00
ZMI055	IT Fiber OpticNetwrk Expn	50,000.00	0.00	50,000.00	0.00	10,900.00	39,100.00
	Information Technology Total:	**2,358,846.00**	**796,945.46**	**1,584,414.00**	**19,390.29**	**142,359.43**	**1,422,664.28**

FEB-15 Project Manager Summary Report (Run on 3/9/15)

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Law Enforcement							
AIO020	LE PET SMART GRANT	18,000.00	12,400.99	5,599.00	0.00	0.00	5,599.00
CNE009	LE PUB SAFETY TRAIN FACIL	1,100,000.00	4,050.00	1,095,950.00	0.00	31,050.00	1,064,900.00
	Law Enforcement Total:	**1,118,000.00**	**16,450.99**	**1,101,549.00**	**0.00**	**31,050.00**	**1,070,499.00**
Public Works							
BNE001	P MISC BIKE PATHS	949,917.00	894,625.61	36,190.00	0.00	0.00	36,190.00
DIP001	P MISC DRAINAGE PROJECTS	795,600.00	495,400.40	21,781.00	15,312.00	0.00	6,469.00
DIP021	P B23 CANAL GRANT PHASE 1	1,916,892.00	1,738,170.45	9,690.00	1,260.00	8,430.00	0.00
DIP033	P MISC RELINE DRAIN PIPES	2,460,639.00	2,311,368.33	234,566.00	28,080.00	24,364.00	182,122.00
DIP044	P STORM SEWER RECONSTRUC	13,387.00	0.00	13,387.00	0.00	0.00	13,387.00
DIP048	P DUNLAWTON DRAINAGE IMPV	3,815,992.00	3,657,805.95	158,181.00	0.00	0.00	158,181.00
DIP053	P CAMBRIDGE STABILIZATION	1,550,001.00	1,480,938.16	74,072.00	5,010.00	13,409.26	55,652.74
DIP054	P WOODS STORMWTR PUMP SYS	21,000.00	0.00	21,000.00	0.00	0.00	21,000.00
DIP055	P Stormwater Master Plan	225,000.00	0.00	225,000.00	0.00	0.00	225,000.00
DIP056	P Cambridge Stablztn PhII	1,945,000.00	0.00	1,945,000.00	0.00	0.00	1,945,000.00
IMI001	P SIGNAGE	458,330.00	386,465.09	63,405.00	371.58	11,068.40	51,965.02
IMI002	P STREET STRIPING	1,477,966.00	1,380,624.42	107,182.00	16,970.42	0.00	90,211.58
IMI003	P EMG TRAFFIC CONTROL SYS	(7,300.00)	0.00	0.00	0.00	0.00	0.00
IMI006	P GUARDRAIL REPAIRS	50,397.00	15,397.00	35,000.00	0.00	0.00	35,000.00
OBM001	P CITY HALL EXTERIOR	60,900.00	46,550.00	14,350.00	0.00	0.00	14,350.00
OBM002	P PUBLIC WORKS BLD MAINT	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
OBM004	P CUS SVC STAGE ADA COMP	25,000.00	21,920.00	3,080.00	0.00	0.00	3,080.00
OMI001	P OAK ST RR CROSSING	135,095.00	88,077.74	51,701.00	1,701.00	0.00	50,000.00
OMI002	P CHARLES ST RR CROSSING	202,801.00	146,936.95	51,701.00	1,701.00	0.00	50,000.00
OMI007	P SIDEWALK MAINTENANCE	1,271,086.00	1,092,864.80	195,509.00	49,779.75	64,300.75	81,428.50
OMI008	P HERBERT ST SIDEWALKS	542,088.00	409,382.93	760.00	0.00	0.00	760.00
OMI014	P SP CREEK RD - SO TRAIL	403,435.00	33,569.02	370,292.00	426.85	0.00	369,865.15
OMI015	P CLYDE MORRIS SIDEWALK	40,832.00	0.00	40,832.00	0.00	0.00	40,832.00
OMI016	P HERBERT SHOULDER/SWALK	4,022.00	1,336.04	2,685.00	0.00	0.00	2,685.00
OMI017	P SP CREEK SIDEWALK	8,049.00	44.26	8,004.00	0.00	0.00	8,004.00
OMI018	P VICTORIA GRD SIDEWALK	6,872.00	35.52	6,836.00	0.00	0.00	6,836.00

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OMI019	P MCDONALD RD SIDEWALK	8,252.00	108.87	8,143.00	0.00	0.00	8,143.00
OMI020	P FUELING SYSTEM	280,665.00	284,751.57	10,924.00	0.00	0.00	10,924.00
OMI022	P HERBERT SIDEWALK EAST	9,125.00	0.00	9,125.00	0.00	0.00	9,125.00
OMI023	P WILLOW RUN SIDEWALK SO	7,994.00	0.00	7,994.00	0.00	0.00	7,994.00
OMI024	P MISC NEW SIDEWALKS	4,057.00	2,504.25	1,552.00	0.00	0.00	1,552.00
OMI025	P SOUTHWINDS SIDEWALKS	82,826.00	17,650.00	65,176.00	0.00	1,900.00	63,276.00
PNC007	P YORKTOWNE MDL SEGMENT	2,015,300.00	290,299.93	1,725,000.00	0.00	0.00	1,725,000.00
PNC008	P DUNLAWTON/TAYLOR/YORKTO	213,495.00	0.00	213,495.00	0.00	0.00	213,495.00
PNC011	P YORKTOWNE SO SEGMENT	2,536,117.00	2,404,430.80	131,686.00	0.00	0.00	131,686.00
PNC014	P HERBERT ST RGT TURN LN	55,906.00	28,354.50	49,379.00	21,828.00	4,775.84	22,775.16
POL021	P TOWN WEST/WILLIAMSON	786,396.00	93,856.41	709,437.00	16,817.23	641,168.47	51,451.30
POL038	P FY14 PAVING PROGRAM	920,134.00	920,133.16	0.00	0.00	0.00	0.00
POL039	P FY15 Paving Program	623,422.00	0.00	623,422.00	0.00	0.00	623,422.00
	Public Works Total:	**25,918,190.00**	**18,243,602.16**	**7,247,037.00**	**159,257.83**	**769,416.72**	**6,318,362.45**

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Parks and Recreation							
QPC020	R YMCA REPAIRS	369,299.00	372,435.83	6,200.00	0.00	0.00	6,200.00
QPC045	R SCOREBOARD REPLACEMENT	81,558.00	55,960.00	25,598.00	0.00	0.00	25,598.00
QPC046	R VETERANS PK BRICK PRG	4,361.00	1,400.14	3,546.00	585.79	2,300.00	660.21
QPC052	R SOCCER FIELD RE-LEVEL	385,610.00	11,250.00	377,070.00	2,710.00	2,610.00	371,750.00
QPC054	R PARKS FURNISHINGS	26,500.00	22,568.76	3,931.00	0.00	3,851.04	79.96
QPC055	R Coraci Athl Compl PHIII	154,598.00	153,505.50	1,092.00	0.00	1,092.00	0.00
QPC056	R YMCA Pool Deck Replace	315,794.00	315,193.49	17,768.00	17,168.00	0.00	600.00
QPC058	R YMCA RENOVATIONS PH II	248,000.00	244,984.52	248,000.00	244,984.52	0.00	3,015.48
QPC059	R ParksFoundationCreation	3,201.00	0.00	3,201.00	0.00	0.00	3,201.00
QPC060	R YMCA Reno Phase III	158,500.00	0.00	158,500.00	0.00	4,995.00	153,505.00
QPC061	R Coraci Athl Compl PHIV	600,000.00	0.00	600,000.00	0.00	335,812.79	264,187.21
QPC062	R Causeway Dock Refurbish	39,000.00	0.00	39,000.00	0.00	0.00	39,000.00
QPC063	R SP CRK Bsktball ct reno	24,000.00	0.00	24,000.00	0.00	0.00	24,000.00
QPC064	R Lakeside Center Carpet	7,000.00	6,786.10	7,000.00	6,786.10	0.00	213.90
XSG007	R GAMBLE LAUNCH VOPO-0360	359,935.00	214,931.34	50,000.00	0.00	0.00	50,000.00
	Parks and Recreation Total:	**2,777,356.00**	**1,399,015.68**	**1,564,906.00**	**272,234.41**	**350,660.83**	**942,010.76**
Comm. Redevelopment							
TIF002	T TWN CTR MEDIAN IMPRV	405,946.00	211,990.56	204,621.00	10,666.64	6,666.72	187,287.64
TIF004	T EASTPORT ENTRY SIGNAGE	85,000.00	33,846.00	51,154.00	0.00	0.00	51,154.00
	Comm. Redevelopment Total:	**490,946.00**	**245,836.56**	**255,775.00**	**10,666.64**	**6,666.72**	**238,441.64**

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Public Utilities							
EFM001	U Forestry Management	1,616,448.00	1,244,844.28	302,107.00	26,667.57	74,196.00	201,243.43
MBO004	U Local Limit Development	30,000.00	0.00	30,000.00	0.00	0.00	30,000.00
MME001	U Machinery & Equipment	608,798.00	506,526.36	112,060.00	32,060.00	0.00	80,000.00
MME003	U Telemetry I & C	1,065,012.00	942,674.21	72,841.00	9,010.00	0.00	63,831.00
MMM101	U LARGE METER REPLACEMENT	699,893.00	603,690.27	94,871.00	3,870.00	0.00	91,001.00
MMP001	U Utility Mapping	911,633.00	824,977.41	31,639.00	15,020.70	11,179.08	5,439.22
MPL001	U Utilities Master Plan	256,453.00	224,537.16	0.00	0.00	0.00	0.00
RIM002	U Reclmd Wtr Augmentation	821,843.00	734,242.03	0.00	0.00	0.00	0.00
RIM004	U Reclmd Aug Dunlawton	81,091.00	81,090.97	0.00	0.00	0.00	0.00
RIM005	U Reservoir Outfall	2,995,479.00	383,001.49	2,668,528.00	56,051.61	308,710.00	2,303,766.39
RRP001	U Reclaimed Wtr Replacmnt	15,005.00	15,004.64	0.00	0.00	0.00	0.00
SLS002	U R & R Lift Station	4,720,274.00	4,245,038.00	45,720.00	250.00	6,720.00	38,750.00
SLS003	U WB Regional PumpStation	825,000.00	0.00	825,000.00	0.00	0.00	825,000.00
SSP002	U Sewer Plant Replacement	6,472,517.00	5,543,190.97	753,904.00	12,147.32	74,205.00	667,551.68
SSP007	U Rec Wtr Plnt Rehab 2013	596,554.00	596,553.42	0.00	0.00	0.00	0.00
SSP008	U Rec Wtr Plnt Imprv 2014	133,896.00	38,820.54	98,882.00	3,808.47	0.00	95,073.53
SSP009	U BioSolidsTrtmnt/Compost	150,000.00	0.00	150,000.00	0.00	0.00	150,000.00
UCP001	U Cost Participation,	2,470,959.00	2,230,281.78	95,443.00	23,548.05	63,395.00	8,499.95
UET001	U Extension, Water System	567,537.00	540,689.75	5,837.00	773.99	0.00	5,063.01
UET002	U Extension, Sewer System	1,428,807.00	1,339,414.66	4,328.00	0.00	0.00	4,328.00
UET003	U Extension, Reclaimed	329,311.00	329,306.49	0.00	0.00	0.00	0.00
UET005	U Rose Bay U Et I SRF5080	8,982,402.00	9,168,226.92	0.00	0.00	0.00	0.00
UET010	U Potable Wtr Intercncts	463,239.00	192,559.00	0.00	0.00	0.00	0.00
UET016	U Madeline Av WM Ext East	339,429.00	29,428.13	0.00	0.00	0.00	0.00
UET018	U S Pen Swr Ext II SRF	724,492.00	679,772.10	44,715.00	0.00	0.00	44,715.00
UET022	U White Acres Improvement	608,417.00	72,964.96	535,452.00	0.00	11,452.04	523,999.96
URF001	U Reinforcement, WA Sys	462,704.00	378,255.62	54,342.00	1,287.76	51,831.86	1,222.38
URF002	U Reinforcement, SW Sys.	0.00	0.00	0.00	0.00	0.00	0.00
URH001	U Sewer Sys Rehabilitatn	7,873,096.00	7,204,435.53	419,921.00	(9,504.00)	0.00	429,425.00
URL005	U Williamson Util Rel S	4,658,755.00	4,528,133.19	129,911.00	0.00	0.00	129,911.00
URL006	U Town Ctr Util Relocatn	12,916.00	12,914.85	0.00	0.00	0.00	0.00

FEB-15 Project Manager Summary Report (Run on 3/9/15)

Sorted and Totaled by Manager

Proj #	Proj Description	PTD Budget (Total Project to Date Budget)	PTD Total (Total Project Actuals thru 2/28/15 excluding EN's)	YTD Budget (FY15 Budget)	YTD Total (FY15 Actuals excluding EN's)	EN (FY15 Encumbrances)	YTD Balance (FY15 Available Balance)
URL007	U Misc Util Coordination	285,627.00	259,348.18	26,272.00	0.00	0.00	26,272.00
URL008	U Taylor Rd Widening	46,458.00	46,457.50	0.00	0.00	0.00	0.00
URL009	U S Atlantic Ave Util Rel	832,253.00	832,248.79	0.00	0.00	0.00	0.00
URP001	U Replacement, WA System	4,028,974.00	3,258,477.35	456,534.00	135,991.37	51,831.85	268,710.78
URP002	U Replacement, SW System	1,782.00	1,781.57	0.00	0.00	0.00	0.00
URP010	U S Atlantic JPA w/Vol Co	460,131.00	17,159.00	460,131.00	17,159.00	27,555.00	415,417.00
WWP003	U Water Plant Improvement	5,692,715.00	4,874,213.64	642,440.00	1,377.87	194,168.75	446,893.38
WWP006	U GWP Rehabilitation 2013	1,258,672.00	1,255,821.64	6,657.00	3,810.00	0.00	2,847.00
WWW002	U WW Repairs/Maint	450,506.00	353,849.92	96,654.00	0.00	0.00	96,654.00
WWW003	U Wellfield Rehab-Eastern	679,389.00	585,625.39	0.00	0.00	0.00	0.00
ZMI044	U METER REPLACEMENT PRG	3,897,323.00	2,587,638.61	1,674,068.00	363,585.58	168,020.50	1,142,461.92
	Public Utilities Total:	**68,555,790.00**	**56,763,196.32**	**9,838,257.00**	**696,915.29**	**1,043,265.08**	**8,098,076.63**
	Total:	**113,773,922.00**	**83,266,625.89**	**28,196,243.00**	**1,401,385.64**	**2,522,376.53**	**24,272,480.83**
	144 PROJECTS						

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: Yes

SUBJECT: Transfer of K9 Bella to Her Handler

DEPARTMENT: Police Services

RECOMMENDED MOTION: Move to approve an agreement to transfer K9 Bella to her former handler Officer Steven Nagy.

SUMMARY: The Port Orange Police Department is preparing to retire ten year old K9 Bella. The Department is requesting to transfer K9 Bella to her handler, Officer Steven Nagy. In lieu of monetary payment, Officer Nagy will be assuming the costs of care for the animal along with the added liability.

K9 Bella is trained in drug detection and tracking. Thus, offering the dog for sale to the general public is not an option. Officer Nagy has the necessary training to control the animal and has established a bond after working with K9 Bella for eight (8) years in the field.

The agreement for transfer releases the City and Police Department from any liability for the animal's actions once the transfer takes place. This type of transfer is consistent with procedures followed by other law enforcement agencies throughout the State. If approved, the transfer will take place on Monday, April 13, 2015.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Canine Transfer Agreement	Canine Transfer Agreement - Nagy.doc

Grabowski, Debbie	Created/Initiated - 03/10/2015
Monahan, Gerald	Approved - 03/10/2015
Roberts, Margaret	Approved - 04/02/2015
Harden, David	Final Approval - 04/02/2015

CANINE TRANSFER AGREEMENT

This Agreement is made and entered into by and between the City of Port Orange, a Florida municipal corporation with the following mailing address: 1000 City Center Circle, Port Orange, Florida 32129, (hereinafter referred to as "City"), and Steven A. Nagy (hereinafter referred to as the "Transferee"), collectively referred to as the "Parties" hereto; and they do hereby stipulate and agree as follows:

WITNESSETH

WHEREAS, the City owns and has in its possession a ten (10) year old female (spayed), light brown in color, Labrador Retriever ("K9 Bella") which is no longer needed by the Port Orange Police Department due to age and promotion of handler, but which in the past has been used by the canine unit of the Police Department; and

WHEREAS, Transferee was the designated handler of K9 Bella from February, 2007 – April, 2015, and during that timeframe partook in a substantial amount of training with K9 Bella; and

WHEREAS, Transferee is willing to assume any risks and dangers associated with the ownership of K9 Bella in order to take possession of the animal and provide for its care.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms set forth herein, the City and the Transferee hereby agree as follows:

1. The City agrees to do the following:

    a. On or before April 13, 2015, to transfer possession and ownership and to relinquish all claims of right, title, ownership and possession to the aforesaid K9 Bella to the Transferee; and

    b. Complete all documentation necessary to effectuate the aforesaid transfer of possession and ownership.

2. The Transferee agrees to do the following:

    a. Accept transfer of possession and ownership of the aforesaid K9 Bella from the City and assume all rights, liabilities and responsibilities of ownership including but not limited to the costs associated with the medical care, food and shelter for K9 Bella; and

    b. Hold Harmless Agreement. Upon transfer of possession of the aforesaid K9 Bella to the Transferee, the Transferee assumes the entire responsibility for said K9 Bella and as such the Transferee hereby releases the City and all its employees and representatives thereof from all liability arising from the transfer of said K9 Bella to the Transferee, including negligence on the part of the Transferee or the City. Transferee further expressly agrees to indemnify the City and all its employees and representatives, and agrees to hold them and shall hold all of them harmless from any and all claims and actions for personal injury, death or property damage and from any other losses, and all damages (including but not limited to: compensatory, consequential, and incidental), charges or expenses, including reasonable attorney's fees, which arise out of or which are alleged to have arisen out of, in connection with

or by reason of, the transfer of possession and/or ownership of the aforesaid K9 Bella.

3. Secondary Transfer of Animal Prohibited. Transferee shall not transfer K9 Bella to any individual or entity without first obtaining the express written consent of the Chief of Police in and for the City of Port Orange.

4. Mutual Intent. It is agreed between the City and Transferee that the provisions in this Agreement represent the true intent of the Parties and that sufficient consideration exists for each to be bound thereby.

5. Enforcement. In the event any party incurs legal expenses or costs to enforce the terms of this Agreement, the prevailing party shall be entitled to recover the costs such action so incurred, including but not limited to all reasonable attorney's fees. The City does not waive any protections, available defenses or limitations of actions, to which the City may be entitled in accordance with section 768.28 Florida Statutes and Florida law.

6. Amendments To Agreement. It is further agreed that no modification, amendment, or alternation in the terms or conditions contained herein shall be effective unless contain in a written document executed with the same formality and of equal dignity herewith.

7. Assignability. Unless otherwise permitted herein, neither party shall assign this Agreement.

8. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9. No Warranties. The Parties recognize and agree that the City makes no warranties, expressed or implied, as to the fitness and reliability of said K9 Bella and specifically disclaims any warranty of merchantability, fitness and suitability for a particular use or purpose, or the fitness or suitability of the aforesaid K9 Bella for any specific application, performance, result or use. The Transferee agrees that he is accepting transfer of possession and ownership of said K9 Bella in "as is" condition. Furthermore, the Parties agree that the City expressly denies any further responsibility for the maintenance and/or behavior of said animal but that henceforth Transferee shall be fully and solely responsible for the maintenance and behavior of said animal.

10. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

11. Governing Law, Jurisdiction, Venue. This Agreement and all of the rights and obligations of the Parties hereto shall be governed both procedurally and substantively by and construed according to the Laws of Florida. The Parties further agree that jurisdiction regarding the rights and obligations of all Parties under this Agreement and all litigation resulting therefrom shall be vested in the Seventh Judicial Circuit, in and for Volusia County, Florida.

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto on the dates indicated below:

City of Port Orange, Florida,
a municipal corporation.
On this ____ day of _____, 2015

BY: _____
Allen Green, Mayor

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

Transferee: Steven A. Nagy
On this ____ day of _____, 2015

BY: _____
Steven A. Nagy

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ___ day of _____, 2015, by Steven A. Nagy, the Transferee, who is personally known to me or has produced a Florida Driver's License as identification and ___ did ___ did not take an oath.

_____
Notary Public, My Commission Expires:

Approved as to form and legality by:

_____
Matthew J. Jones, Esq.
Police Legal Advisor
City of Port Orange

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: Yes

SUBJECT: Resolution No. 15-22 - Dedicating Summertrees Road as a Public Right-of-Way.

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Move to approve Resolution No. 15-22.

SUMMARY: CBL/BM Community Development District is transferring a portion of its property previously within the district and has requested an official record of the City's dedication and approval of Summertrees Road as a Public Right-of-Way.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 15-22	Reso. No. 15-22.pdf

London, Tracy	Created/Initiated - 03/24/2015
Roberts, Margaret	Approved - 04/02/2015
Neff, Andrew	Approved - 04/02/2015
Harden, David	Final Approval - 04/02/2015

RESOLUTION NO. 15-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, FORMALLY DEDICATING SUMMERTREES ROAD AS A PUBLIC RIGHT OF WAY IN THE CITY OF PORT ORANGE; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, D.S.C. of Newark Enterprises, Inc., a Delaware corporation delivered a Deed of Dedication/Warranty Deed recorded in the Official Records of Volusia County on August 17, 2007, at Book 6112, Page 1199 granting a 100 ft strip of land to the City of Port Orange to construct Summertrees Road Extension North; and

WHEREAS, the City of Port Orange authorized a bid award to Halifax Paving, Inc., for the construction of the Summertrees Road project, Bid No. 07-11, at its meeting on June 19, 2007.

WHEREAS, the City of Port Orange authorized a Final Deductive Change Order No. 2 and recognized the road as complete and in public use on September 23, 2008.

WHEREAS, the City of Port Orange now desires to memorialize and exercise its police powers by dedication of the right of way as a public roadway serving the citizens of the City of Port Orange.

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

Section 1. The City Council hereby dedicates to the public use having accepted ownership of Summertrees Road as a public improvement and city right-of-way.

Section 2. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

Section 3. 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 this 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 4. This resolution shall become effective immediately upon adoption.

_____
MAYOR ALLEN GREEN

Attest:

_____
Robin L. Fenwick, CMC, City Clerk

Adopted on the ____ day of _____, 2015

Reviewed and Approved: _____
Margaret Roberts, City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **04/07/2015**

Consent item: Yes

SUBJECT: Resolution No. 15-24 - Revised FIND Grant resolution, to include roadway and parking construction for Riverwalk Park Kayak/Canoe Launch.

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve Resolution 15-24 adding terms not included in Resolution 15-18, Exhibit D-6.

SUMMARY: FIND has notified the city of an omission in the Grant Resolution. Resolution 15-18, Exhibit A, FIND Grant application form D-6, has been revised to add the following clause, "and construct road access and parking for the Kayak/Canoe Launch". Resolution 15-24 has been prepared ratifying the city manager's grant submittal and to include the omitted improvements.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 15-24	Reso. No. 15-24.pdf

Donahue, Kent	Created/Initiated - 03/24/2015
Harden, David	Approved - 03/24/2015
Roberts, Margaret	Approved - 04/02/2015
Harden, David	Final Approval - 04/02/2015

RESOLUTION NO. 15-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RATIFYING THE CITY MANGER'S SUBMITTAL OF GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) TO CONSTRUCT SPECIFIED ELEMENTS FOR THE PROJECT IN THE RIVERWALK PARK PHASE 1B, AUTHORIZING A MATCH, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AGREEMENTS OR CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City Council of Port Orange hereby ratifies the submittal of the Florida Inland Navigation District (FIND) Grant Program in the amount of $600,000.00 to construct elements of the Riverwalk Park Phase 1B, as specified in **Exhibit "1"** attached hereto.

Section 2. The Mayor and City Clerk shall be authorized to execute any and all documents, agreements or contracts necessary to implement this Resolution and Attachment D-6 attached hereto as **Exhibit "1"**.

Section 3. The City has committed to a $300,000.00 cash contribution or less but not to exceed $300,000.00 of the total project costs.

Section 4. This Resolution shall become effective immediately upon adoption.

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney

EXHIBIT "1"

RESOLUTION NO. 15-24
ATTACHMENT D-6
RESOLUTION FOR ASSISTANCE
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
COOPERATIVE ASSISTANCE PROGRAM

WHEREAS, THE CITY OF PORT ORANGE is interested in carrying out the
(Name of Agency)
following described project for the enjoyment of the citizenry of VOLUSIA COUNTY and the State of Florida:

Project Title Riverwalk Park NORTH B Construction Phase 2
Total Estimated Cost $600,000

Brief Description of Project: Port Orange intends to stabilize the shoreline, construct a new seawall, install the concrete boardwalk and construct road access and parking for the kayak/canoe launch within Riverwalk Park North.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the CITY OF PORT ORANGE
(Name of Agency)
that the project described above be authorized,

AND, be it further resolved that said CITY OF PORT ORANGE
(Name of Agency)
make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project in behalf of said CITY OF PORT ORANGE
(Name of Agency)

AND, be it further resolved by the CITY OF PORT ORANGE
(Name of Agency)
that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said

CITY OF PORT ORANGE for public use.
(Name of Agency)

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the PORT ORANGE CITY COUNCIL at a legal meeting held on this

_____day of _____ 20___.

_____	_____
Attest	Signature
Robin L. Fenwick, CMC, City Clerk _____	_____ Allen Green, Mayor _____

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **04/07/2015**

Consent item: Yes

SUBJECT: Contract extension with Shelley's Environmental Systems for Biosolids Management Services

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve a contract extension with Shelley's Environmental Systems for Wastewater Biosolids Management Services for an annual contract amount not to exceed $550,000.00 for the Wastewater Treatment Plant; and to authorize the Mayor and City Clerk to execute all required contract documents on behalf of the City.

SUMMARY: On April 22, 2014, Council entered into a contract with Shelley's Environmental Systems, piggybacking Palm Coast Bid #ITB-PW-U-14-06 for Biosolids Management Services. This contract expires April 7, 2015 but has two (2) additional one (1) year renewal options. The Contractor has agreed to a one year extension under the same terms and conditions.

During the past year Shelley's Environmental Systems has performed adequately. The Wastewater Treatment Plant generates approximately 11,000 tons of biosolids annually requiring disposal. The cost for hauling and disposal of these biosolids is $45.00 per ton. Biosolids (sludge) are a byproduct of the wastewater treatment process.

Total contract extension is not to exceed $550,000.00 annually. There are sufficient funds in the FY15 operating budget to cover expenditures through September 30, 2015. Funds will be budgeted in FY16 to cover the remainder of this contract extension.

Project No.: Funding Account No.: 40104005353411

ATTACHMENTS:

1.	Shelley's Environmental System Extension of Piggyback Agreement	1Shelley's Environmental System Extension of Piggyback Agreement.pdf
2.	Shelley's Authorization Letter	Port Orange.pdf

Wiggins, Julia	Created/Initiated - 03/09/2015
Wilson, Rick	Approved - 03/09/2015
Neff, Andrew	Approved - 03/09/2015
Riehm, Tracey	Approved - 03/25/2015

Gomez, Joseph	Approved - 03/25/2015
Roberts, Margaret	Approved - 03/31/2015
Harden, David	Final Approval - 03/31/2015

EXTENSION OF PIGGYBACK AGREEMENT

THIS EXTENSION OF PIGGYBACK AGREEMENT ("Extension") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **SHELLEY'S SEPTIC TANK, INC. d/b/a SHELLEY'S ENVIRONMENTAL SYSTEM**, a Florida corporation whose principal address is 6505 W. Jones Avenue, Zellwood, Florida 32798 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, Contractor entered into a Contract for Wastewater Residuals Management Services with the City of Palm Coast, Florida, pursuant to City of Palm Coast Invitation to Bid No. ITB-PW-U-14-06 (the "Palm Coast Agreement"); and

WHEREAS, the Palm Coast Agreement provides for an initial term of one (1) year commencing on April 8, 2014 and continuing until April 7, 2015, with two (2) optional one (1) year renewals; and

WHEREAS, the Parities entered into a Piggyback Agreement on April 22, 2014 (the "Contract") for wastewater residuals management services; with two (2) optional one (1) year renewals thereafter contingent upon renewal of the Palm Coast Agreement; and

WHEREAS, the term of the Contract expires on April 7, 2015; and

WHEREAS, the Parties desire to extend the term of the Contract until April 7, 2016, as set forth in this Extension; and

WHEREAS, the City Manager has determined that the execution of this Extension is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The term of the Contract is hereby extended. This Contract shall commence on the date this Contract is last signed by the Parties and shall expire at midnight on April 7, 2016.

2. All other terms and conditions of Contract shall remain in full force and effect.

3. This Extension 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 Extension 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 Extension.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

[remainder of page intentionally left blank]

Witnesses:

Printed Name: Richard F. Donahue

Printed Name: Barbara E Shelley

SHELLEY'S SEPTIC TANK, INC.
D/B/A SHELLEY'S ENVIRONMENTAL SYSTEMS

By: James D. Shelley Jr.
James D. Shelley, Jr., President

Date: 3/13/15

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 13th day of March, 2015, by James D. Shelley, Jr., as President of Shelley's Septic Tank Inc., d/b/a Shelley's Environmental Systems 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:

MELISSA SPURLOCK
Notary Public - State of Florida
My Comm. Expires Jul 25, 2017
Commission # FF 039784
Bonded Through National Notary Assn.

Witnesses:

CITY OF PORT ORANGE

_____

Printed Name:_____

By:_____
Allen Green, Mayor

_____

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Allen Green, 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 _____, 2015, 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:

Shelley's Environmental Systems

P. O. Box 249 • Zellwood, Florida 32798-0249

(407) 889-8042 • *Fax* (407) 889-4408

March 9, 2015

Mr. Thomas C. Troutman
Chief Operator Reclaimed Water Treatment Plant
817 Oak Street
Port Orange, FL 32127

Dear Mr. Troutman,

Please be advised by this letter that Shelley's Environmental Systems will renew the Biosolids transportation and disposal contract under the same terms and conditions for an additional year.

We look forward to working with the City to assist in meeting your Biosolids management needs.

Regards,

Richard F. Donohue
General Manager

Cc: David Shelley – President, Shelley's Environmental Systems
Barbara Shelley – Vice President, Shelley's Environmental Systems
Jay Andrews – Dispatcher, Shelley's Environmental Systems

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: Yes

SUBJECT: Approve Purchases Exceeding $25,000 from Southern Coast K9

DEPARTMENT: Police Services

RECOMMENDED MOTION: Move to approve additional purchases from Southern Coast K9 totalling $14,500.

SUMMARY: Southern Coast K9 in New Smyrna Beach provides canines and training for the Police Department. This fiscal year, the Police Department has spent $11,980 to replace K9 Damon and annual mandatory recertification of our current canine officers.

Due to the retirement of K9 Bella, the Police Department is purchasing K9 Samson. The cost for K9 Samson including narcotics/apprehension training is $13,500. An additional $1,000 is required for narcotics detection training for the K9 handler taking over K9 Lobo. The above amount puts this vendor over the $25,000 threshold.

Quotes were received from additional canine vendors. Southern Coast K9 was the lowest cost vendor. Funds will be from forfeiture account #607-3200-521-52-00 for this purchase.

Project No.:	Funding Account No.:

ATTACHMENTS:

Grabowski, Debbie	Created/Initiated - 03/16/2015
Monahan, Gerald	Approved - 03/16/2015
Riehm, Tracey	Approved - 03/25/2015
Harden, David	Final Approval - 03/25/2015

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: Yes

SUBJECT: Approval of Task Authorization No 1 and 2 under the Contract for Engineering Services for Kimley-Horn and Associates

DEPARTMENT: Public Utilities

RECOMMENDED MOTION: Move to approve Task Authorizations No 1 and 2 under the Contract for Engineering Services with Kimley-Horn and Associates in an amount not to exceed a combined total of $37,360.00; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On August 27, 2014 the City Council authorized entering into a contract for engineering services for Water, Wastewater and Reclaimed Water Continuing Engineering Consultant Services with four different engineering firms. Accordingly, the City has entered into a Master Contract for Engineering Services with Kimley-Horn and Associates.

The Task Authorization No 1 scope of services is for a Utility Financial Condition Assessment in an amount not to exceed $20,610.00. The financial condition assessment will include a review of utility reserves, budgets, cash flows and bond coverage requirements. This task authorization will be conducted by one of Kimley-Horn's sub-consultants, Burton & Associates, a reputable utility financial consultant teamed with Kimley-Horn as part of RFSQ 14-23. This assessment will form the financial basis of future master planning for the utility.

The scope of services in Task Authorization No 2 is for a Clean “B” Process Evaluation of our Wastewater Treatment Facility in an amount not to exceed $16,750.00. This task authorization includes review of a proposal made by BCR Environmental to confirm estimated cost savings, infrastructure costs and process impacts to produce class B biosolids onsite and eliminate the need for aerobic digestion. This includes examination of the BCR proposal to determine the suitability for altering the biosolids management process, examination of proposal pricing and preparation of a life cycle cost analysis.

Project No.: none
SSP009

Funding Account No.: 40109005363113
40304005356397

ATTACHMENTS:

1.	Task Authorization No 1	Task Authorization No 1 - signed by vendor.pdf
2.	Task Authorization No 2	Task Authorization No 2 - Signed by vendor.pdf

Wiggins, Julia	Created/Initiated - 03/18/2015
Wilson, Rick	Approved - 03/24/2015
Neff, Andrew	Approved - 03/24/2015
Riehm, Tracey	Approved - 03/25/2015
Roberts, Margaret	Approved - 03/31/2015
Harden, David	Final Approval - 04/01/2015

TASK AUTHORIZATION NO. 1
Master contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation registered to transact business in Florida whose principal address is 3001 Weston Parkway, Cary, North Carolina 27513 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to Port Orange 2015 Utility Financial Condition Assessment as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No. 1 Exhibit "A."

3. Engineer shall complete the services to be provided herein within 90 days of the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate engineer at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed Twenty Thousand Six Hundred and Ten Dollars no cents ($20,610.00). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: MATTHEW TEBOW

By: Lewis Bryant, Project Manager, Associate

Printed Name: Kevin M. Vickers

Date: 3/18/15

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ Allen Green, Mayor

_____ Date:_____

Printed Name:_____

Witnesses:

ATTEST:

_____ By:_____

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

_____ Date:_____

Printed Name:_____

[CA ____]

Task Authorization No. 1

Exhibit "A"

Kimley-Horn and Associates, Inc.

2015 Utility Financial Condition Assessment

Kimley»Horn

PORT ORANGE 2015 Utility Financial Condition Assessment

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Water, Wastewater, and Reclaimed Water Continuing Engineering Consultant Master Agreement (RFSQ #14-23), which is incorporated herein by reference.

General Category of Services:

The scope of work presented below was prepared following a discussion with the City staff regarding the water and wastewater utility enterprise financial condition assessment. It is our understanding that the City would like a consultant to review financial reports and historical data (CAFR, Budget, CIP, billing data, etc.) to develop and prepare a financial condition assessment or revenue sufficiency analysis of its water and sewer utility system.

Specific Scope of Basic Services:

Kimley-Horn will contract with Burton & Associates as a sub consultant to perform the scope of services specifically described below.

A. Kimley-Horn's subconsultant will review financial reports and historical data (CAFR, Budget, CIP, billing data, etc.) to develop and prepare a financial condition assessment or revenue sufficiency analysis of its water and sewer utility system. The analysis will include the review of bond coverage requirements, CIP spending and future borrowing needs, projected revenues versus expenditures, reserve levels, and alternative multi-year plans of rate adjustments (as may be required). The analysis will be based on the fund balances per the CAFR/audited financials for FY 2014, historical and year-to-date billing data/revenue, the current FY 2015 budget, the preliminary FY 2016 budget data (as it becomes available), and the most current multi-year CIP for the utility system.

B. Kimley-Horn's subconsultant will conduct two interactive work sessions with both utility and financial departmental staff in order to review all assumptions, data and preliminary results, as well as alternative financial management plans and plans of rate adjustments via the use of our FAMS-XL© model. Kimley-Horn will attend one work session as requested by the City.

C. At the conclusion of the analysis, Kimley-Horn's subconsultant will prepare a detailed report of the analysis and present the results to the City Council (one meeting only).

D. The services described above are estimated to require 150 man-hours of effort.

Additional Services if required:

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

Schedule:

The work will begin within 7 calendar days upon receipt of a notice to proceed. The fundamental analysis can be completed within approximately 60 days from receipt of all required data, with the final report and presentation to Council occurring within 30 days from completion of the analysis itself. This results in an estimated completion of the full project within approximately 90 days from receipt of all required data.

Method of Compensation:

The above scope of services for a lump sum fee of $20,610, inclusive of expenses.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA	KIMLEY-HORN AND ASSOCIATES, INC.
BY:_____	BY: Malcolm L. Bryant, PE
TITLE:_____	TITLE: Associate
DATE:_____	DATE: March 11, 2015

G:\New Business\Public Sector\City of Port Orange\2015\Burton FCA\From Burton\City of Port Orange - 2015 Financial Condition Assessment.docx

TASK AUTHORIZATION NO. 2
Master contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation registered to transact business in Florida whose principal address is 3001 Weston Parkway, Cary, North Carolina 27513 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to Wastewater Treatment Facility Clean "B" Process Evaluation as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No. 2 Exhibit "A."

3. Engineer shall complete the services to be provided herein within 90 days of the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate engineer at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed Sixteen Thousand Seven Hundred and Fifty Dollars no cents ($16,750.00). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: MATTHEW TEBOW

By: Lewis Bryant, Project Manager, Associate

Printed Name: Kevin M. Vickers

Date: 3/18/15

Witnesses:

CITY OF PORT ORANGE

_____ By: _____

Printed Name: _____ Allen Green, Mayor

_____ Date: _____

Printed Name: _____

Witnesses:

ATTEST:

_____ By: _____

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

_____ Date: _____

Printed Name: _____

[CA ___]

Task Authorization No. 2

Exhibit "A"

Kimley-Horn and Associates, Inc.

WWTF Clean "B" Process Evaluation

Kimley»Horn

PORT ORANGE WWTF CLEAN 'B' PROCESS EVALUATION

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Water, Wastewater, and Reclaimed Water Continuing Engineering Consultant Master Agreement (RFSQ #14-23), which is incorporated herein by reference.

General Category of Services:

The scope of work presented below was prepared following a discussion with the City of Port Orange STAFF regarding the proposed Clean 'B' sludge stabilization system for the City's reclaimed water treatment plant (RWTP). The City has received a proposal from BCR Environmental (BCR) to install the Clean 'B' sludge stabilization system. The City requested Kimley-Horn to evaluate the process and prepare a life cycle cost opinion. The life cycle cost opinion will compare the "do nothing" alternative with purchase and long term lease options for the Clean 'B' system. The specific scope of services to be provided is described below.

Specific Scope of Basic Services:

A. Kimley-Horn will review the BCR proposal and discuss proposal details with BCR staff. The review will include a detailed analysis of BCR's operating cost comparisons between "status quo" operations and the projected BCR operating cost opinions for both purchase and long-term lease of the Clean 'B' system.

B. Kimley-Horn will prepare an independent life cycle cost opinion based on operating information received from Port Orange RWTP and BCR staff. The life cycle cost opinion will consider the following elements based on a 20-year equipment life expectancy.

- Energy and Chemical Costs
- Equipment Purchase and Lease Costs
- Biosolids Production Estimates
- Biosolids Hauling and Disposal Costs
- Capital Expenditure Avoidance
- Operator Requirements
- Maintenance Costs
- Anticipated Future Regulatory Requirements

C. Kimley-Horn will meet with City staff to present the draft analysis and discuss staff comments.

D. Kimley-Horn will consider staff comments and prepare a final technical memorandum describing the evaluation, evaluation results, and recommendations.

E. This scope of services does not include public presentations.

Additional Services if required:

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

Schedule:

Kimley-Horn will begin services upon receipt of an executed agreement or written authorization from City staff. Kimley-Horn will provide a draft report within 14 calendar days of written authorization. The final report will be provided within 7 days of receipt of draft submittal comments.

Method of Compensation:

The Engineer will complete the above scope of services for a lump sum fee of $16,750, inclusive of expenses.

Other Special Terms:

Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA	KIMLEY-HORN AND ASSOCIATES, INC
By:_____ (Signature)	By: (Signature)
_____ (Print Name and Title)	M. Lewis Bryant, PE – Associate (Print Name and Title)
Date:_____	Date: March 13, 2015

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: Yes

SUBJECT: Piggyback Volusia County Contract for Street Resurfacing

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to Piggyback Vousia County's Contract (15-B-05KW) and award a contract in two (2)parts (CDBG $217,923.33 and non-CDBG $618,250.33) to Halifax Paving Inc. for Asphaltic concrete resurfacing after removal of existing surfaces by milling, and authorize the Mayor and City Clerk to execute contract documents.

SUMMARY: As shown on the attached spreadsheet, this year's General Fund paving program consists of resurfacing Isabelle Ave., Village Trail, Herbert Street, Hidden Lakes, Butterfly Lane, Oak Street (Dunlawton to Spruce Creek Road), Sugar Plum Lane, and Southport Lane (South & West), Fox Place, Virginia Avenue, as well as Aruna Circle and Millucant in Skymeadows Subdivision. The Halifax Paving services for these roads are contracted separate from the CDBG portion as described below.

Also included in this year's paving program, but funded with CDBG funds, are Oak Street (from Spruce Creek to Ridgewood Ave.) and Riverside/Halifax Drive (from Dunlawton to Fleming.) .

Project No.: POL039 CDBG06

Funding Account No.: 301-4300-541-. 63-97 110-1904-554. 63-97

ATTACHMENTS:

1.	Volusia County Bid Tabulation	Volusia Co. Resurfacing Bids.pdf
2.	Halifax Paving, Inc. Piggyback Agreement with Exhibits	Halifax Paving Inc Piggyback Agreement with Exhibits.pdf

Fenwick, Robin	Created/Initiated - 03/24/2015
Silvey, Mike	Approved - 03/24/2015
Gomez, Joseph	Approved - 03/24/2015
Riehm, Tracey	Approved - 03/26/2015
Roberts, Margaret	Approved - 04/02/2015
Harden, David	Final Approval - 04/02/2015

Volusia County
FLORIDA

15-B-05KW
Asphaltic Concrete & Removal of Existing Surfaces by Milling
RECOMMENDATION OF AWARD

Part A: Asphaltic Concrete												
A.001 Type S-1 Asphaltic Concrete	**Zone 1 Halifax**	**Zone 1 Masci**	**Zone 1 P & S**	**Zone 2 Halifax**	**Zone 2 Masci**	**Zone 2 P & S**	**Zone 3 Halifax**	**Zone 3 Masci**	**Zone 3 P & S**	**Zone 4 Halifax**	**Zone 4 Masci**	**Zone 4 P & S**
Price Per Ton, FOB Plant *	$68.00	$95.54	$51.95	$68.00	$95.54	$51.95	$68.00	$95.54	$51.95	$68.00	$95.54	$51.95
Price Per Ton, In Place Less Than 200 Tons	$125.00	$145.30	$125.88	$175.00	$145.30	$125.88	$175.00	$145.30	$125.88	$150.00	$145.30	$125.88
Price Per Ton, In Place Less Than 200 Tons, **delivered within 24 hours**	$300.00	$169.22	$129.06	$300.00	$169.22	$129.06	$300.00	$169.22	$129.06	$300.00	$169.22	$129.06
Price Per Ton, In Place More Than 200 Tons	$86.00	$145.30	$88.66	$92.00	$145.30	$88.66	$92.00	$145.30	$88.66	$88.00	$145.30	$88.66
Price Per Ton, In Place More Than 200 Tons **delivered within 24 hours**	$100.00	$169.22	$91.84	$120.00	$169.22	$91.84	$120.00	$169.22	$91.84	$100.00	$169.22	$91.84
A. 002 Type S-3 Asphaltic Concrete												
Price Per Ton, FOB Plant *	$68.00	$103.14	$55.95	$68.00	$103.14	$55.95	$68.00	$103.14	$55.95	$68.00	$103.14	$55.95
Price Per Ton, In Place Less Than 200 Tons	$125.00	$155.90	$130.63	$175.00	$155.90	$130.63	$175.00	$155.90	$130.63	$150.00	$155.90	$130.63
Price Per Ton, In Place Less Than 200 Tons, **delivered within 24 hours**	$300.00	$181.25	$133.81	$300.00	$181.25	$133.81	$300.00	$181.25	$133.81	$300.00	$181.25	$133.81
Price Per Ton, In Place More Than 200 Tons	$86.00	$155.90	$93.40	$92.00	$155.90	$93.40	$92.00	$155.90	$93.40	$88.00	$155.90	$93.40
Price Per Ton, In Place More Than 200 Tons **delivered within 24 hours**	$100.00	$181.22	$96.58	$120.00	$181.22	$96.58	$120.00	$181.22	$96.58	$100.00	$181.22	$96.58
Notification required for Pickup: (hours)	$24.00	24	$48.00	$24.00	24	$48.00	$24.00	24	$48.00	$24.00	24	$48.00
Notification required for Delivery: (hours)	$24.00	24	$48.00	$24.00	24	$48.00	$24.00	24	$48.00	$24.00	24	$48.00
Notification required for In Place Less Than 200 Tons (hours)	$48.00	24	$72.00	$48.00	24	$72.00	$48.00	24	$72.00	$48.00	24	$72.00
Notification required for In Place More Than 200 Tons (hours)	$48.00	24	$72.00	$48.00	24	$72.00	$48.00	24	$72.00	$48.00	24	$72.00
Part B: Milling of existing surface (Thickness @ 1.5")												
Price per Sq. Yard - Less than 2000 Sq.Yards	$4.00	$7.15	$4.62	$4.00	$7.15	$4.62	$4.00	$7.15	$4.62	$4.00	$7.15	$4.62
Price per Square Yard - 2000 Sq.Yards or more	$1.50	$4.33	$2.66	$1.50	$4.33	$2.66	$1.50	$4.33	$2.66	$1.50	$4.33	$2.66
Price Per Day	$5,000.00	$5,500.00	$6,650.00	$5,000.00	$5,500.00	$6,650.00	$5,000.00	$5,500.00	$6,650.00	$5,000.00	$5,500.00	$6,650.00
Pavement Marking												
Painted Traffic Stripe (6" Yellow) price per Liner Foot (LF)	$1.50	$1.75	$0.19	$1.50	$1.75	$0.19	$1.50	$1.75	$0.19	$1.50	$1.75	$0.19
Painted Traffic Stripe (6" White) price per Liner Foot (LF)	$1.50	$1.75	$0.19	$1.50	$1.75	$0.19	$1.50	$1.75	$0.19	$1.50	$1.75	$0.19
Painted Traffic Stripe (12" White) price per Liner Foot (LF)	$2.50	$2.15	$0.50	$2.50	$2.15	$0.50	$2.50	$2.15	$0.50	$2.50	$2.15	$0.50
Painted Traffic Stripe (18" Yellow) price per Liner Foot (LF)	$3.50	$2.55	$0.81	$3.50	$2.55	$0.81	$3.50	$2.55	$0.81	$3.50	$2.55	$0.81
Painted Traffic Stripe (18" White) price per Liner Foot (LF)	$3.50	$2.55	$0.81	$3.50	$2.55	$0.81	$3.50	$2.55	$0.81	$3.50	$2.55	$0.81
Painted Pavement Message (EA)	$90.00	$85.00	$62.50	$90.00	$85.00	$62.50	$90.00	$85.00	$62.50	$90.00	$85.00	$62.50
Painted Arrow (EA)	$50.00	$45.00	$25.00	$50.00	$45.00	$25.00	$50.00	$45.00	$25.00	$50.00	$45.00	$25.00
Painted Traffic Stripe (24" White) price per Liner Foot (LF)	$5.00	$4.25	$1.19	$5.00	$4.25	$1.19	$5.00	$4.25	$1.19	$5.00	$4.25	$1.19
Reflective Pavement Markers (EA)	$10.00	$6.75	$3.44	$10.00	$6.75	$3.44	$10.00	$6.75	$3.44	$10.00	$6.75	$3.44
Asphalitc Base Course												
Price per Square Yard Asphaltic Base Course (8" Maximum) Square Yard rate shall include excavation and all work required for placement of Asphaltic Base Course, including existing material removal and disposal.	$55.00	$92.35	$50.58	$65.00	$92.35	$50.58	$65.00	$92.35	$50.58	$60.00	$92.35	$50.58
Misc.												
County retains option to purchase Millings from successful vendor's jobs - Per Cubic Yard	$40.00	$14.00	$32.00	Halifax Paving, Inc. P.O. Box 730549 Ormond Beach, FL 32173-0549			Masci Corporation 5752 Ridgewood Avenue Port Orange, FL 32127			P & S Paving, Inc. 3701 Olson Drive Daytona Beach, FL 32124		
County retains option to purchase Millings from successful vendor's jobs - Per Ton	$30.00	$10.00	$24.00									

Opened by: Jennifer Ditslear, Procurement Analyst
Tabulation by: Kathy Williams, Procurement Analyst
Recommendation of Award: P & S Paving and Halifax Paving
County Council Meeting Date: January 22, 2015
Posted: December 22, 2014

CITY OF PORT ORANGE
PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this _____ day of _____, 2015, 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 **HALIFAX PAVING, INC.** ("Contractor"), a Florida corporation whose principal address is 814 Hull Road, Ormond Beach, Florida 32174 (collectively "the Parties"), have entered into this Agreement (the "Contract") on the day and year set forth hereinafter.

WHEREAS, on the 12th day of February, 2015, Contractor was awarded a contract with Volusia County, Florida, pursuant to Invitation to Bid No. 15-B-05KW (the "Volusia County Agreement"); and

WHEREAS, the Volusia County Agreement provides for an initial term commencing on February 6, 2015 and continuing until February 5, 2018 with the option for two (2) subsequent one (1) year renewals; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to provide asphaltic concrete and removal of existing surfaces by milling to the City under the same terms and pricing of the Volusia County Agreement, as provided in Exhibit "1" attached hereto; and

WHEREAS, a copy of the Volusia County Agreement is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. *Term* The initial term of this Contract shall be effective commencing on the last date this Contract is signed by the Parties, and continuing until February 5, 2016.

2. *Renewals* Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for two (2) optional one-year periods, subject to the Volusia County Agreement and appropriation by the City Council for the then current Fiscal Year.

3. *Manner and Place*:

Part A - As outlined in Volusia County Agreement 15-B-05KW, plans and specifications attached hereto as Exhibit "2"; Supplemental Conditions for Federally Assisted Projects as modified by Davis Bacon Wage Rates dated January 9, 2015, for Community Development Block Grant attached hereto as Exhibit "3"; and 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, signed by an authorized agent of the City of Port Orange.

Part B – As outlined in Volusia County Agreement 15-B-05KW, plans and specifications attached hereto as Exhibit "4"; and 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, signed by an authorized agent of the City of Port Orange.

4. *Contractor Obligation* Contractor agrees to provide asphaltic concrete and removal of existing surfaces by milling to the City at the direction of the Public Works Director, and at the prices set forth in the Volusia County Agreement. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. For the purposes of this Contract Halifax Drive shall also be known as Riverside Drive.

5. *Authorization for Services* This Contract standing alone does not authorize the asphaltic concrete and removal of existing surfaces by milling or services to be provided by the Contractor or require the City to place any orders for asphaltic concrete and removal of existing surfaces by milling. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Purchase Order(s) issued and executed by the City.

6. *City Obligations* In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," pursuant to periodic written Purchase Order(sissued by the City under this Contract. The City's obligation to pay Contractor under this Contract for the following:

Part A is limited up to but not to exceed Two Hundred SeventeenThousand, Nine Hundred Twenty-Three and 33/100 Dollars ($217,923.33).

Part B is limited up to but not to exceed Six Hundred Eighteen Thousand, Two Hundred Fifty and 33/100 Dollars ($618,250.33).

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.

7. *Contract Documents* The following forms are attached as Exhibit "5" 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)

8. *Contract Administration* The Public Works Director, Branford Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph entitles "Notice."

9. *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.

10. *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.

11. *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.

12. *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.

13. *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.

(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.

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

14. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the 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.

15. *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 Limits: Additional Coverage:	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 Limits:	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. Limits: Additional Coverage:	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 Limits: Builders Risk. Additional Coverage:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured 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 Limits: (Errors & Omissions)~~	~~Coverage- $1,000,000 minimum~~	

16. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

17. *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.

18. *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. 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.

(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.

19. *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.

20. *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.

21. *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.

22. *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 Contractors expense.

23. *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.

24. *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.

25. *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.

26. *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.

27. *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.

28. *Controlling Law* **THIS CONRACT 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.**

29. *Additional Provisions*

(a) As may have been outlined in the Volusia County Agreement 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.

(b) For the purposes of this Contract, any reference in the Volusia County Agreement to "Volusia County" or "the County" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Volusia County Agreement and this Contract, this Contract with the City of Port Orange shall control.

30. *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.

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

City: City of Port Orange
Attention: David T. Harden, Interim City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Branford Adumuah, Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: Halifax Paving, Inc.
Attention: Thomas Durrance, President
814 Hull Road
Ormond Beach, Florida 32174
(386) 676-0200 – business
tad1@mindspring.com

32. *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.

33. *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:

HALIFAX PAVING, INC.

By:_____
Thomas Durrance, President

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

_____
Printed Name:_____

_____
Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Thomas Durrance, as President of Halifax Paving, 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

_____ By:_____

Printed Name:_____ Allen Green, Mayor

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Allen Green, 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 _____, 2015, 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:

[CA 4782]

Volusia County Florida

15-B-05KW
Asphaltic Concrete & Removal of Existing Surfaces by Milling
Halifax Price List

Part A: Asphaltic Concrete	All prices are F.O. B. Destination, Freight Allowed unless otherwise stated in the description (Include shipping in unit price)			
A.001 Type S-1 Asphaltic Concrete	Zone 1 Halifax	Zone 2 Halifax	Zone 3 Halifax	Zone 4 Halifax
Price Per Ton, FOB Plant *	$68.00	$68.00	$68.00	$68.00
Price Per Ton, In Place Less Than 200 Tons	$125.00	$175.00	$175.00	$150.00
Price Per Ton, In Place Less Than 200 Tons, **delivered within 24 hours**	$300.00	$300.00	$300.00	$300.00
Price Per Ton, In Place More Than 200 Tons	$86.00	$92.00	$92.00	$88.00
Price Per Ton, In Place More Than 200 Tons **delivered within 24 hours**	$100.00	$120.00	$120.00	$100.00
A. 002 Type S-3 Asphaltic Concrete				
Price Per Ton, FOB Plant *	$68.00	$68.00	$68.00	$68.00
Price Per Ton, In Place Less Than 200 Tons	$125.00	$175.00	$175.00	$150.00
Price Per Ton, In Place Less Than 200 Tons, **delivered within 24 hours**	$300.00	$300.00	$300.00	$300.00
Price Per Ton, In Place More Than 200 Tons	$86.00	$92.00	$92.00	$88.00
Price Per Ton, In Place More Than 200 Tons **delivered within 24 hours**	$100.00	$120.00	$120.00	$100.00
Notification required for Pickup: (hours)	24	24	24	24
Notification required for Delivery: (hours)	24	24	24	24
Notification required for In Place Less Than 200 Tons (hours)	48	48	48	48
Notification required for In Place More Than 200 Tons (hours)	48	48	48	48
Part B: Milling of existing surface (Thickness @ 1.5")				
Price per Sq. Yard - Less than 2000 Sq.Yards	$4.00	$4.00	$4.00	$4.00
Price per Square Yard - 2000 Sq.Yards or more	$1.50	$1.50	$1.50	$1.50
Price Per Day	$5,000.00	$5,000.00	$5,000.00	$5,000.00
Pavement Marking				
Painted Traffic Stripe (6" Yellow) price per Liner Foot (LF)	$1.50	$1.50	$1.50	$1.50
Painted Traffic Stripe (6" White) price per Liner Foot (LF)	$1.50	$1.50	$1.50	$1.50
Painted Traffic Stripe (12" White) price per Liner Foot (LF)	$2.50	$2.50	$2.50	$2.50
Painted Traffic Stripe (18" Yellow) price per Liner Foot (LF)	$3.50	$3.50	$3.50	$3.50
Painted Traffic Stripe (18" White) price per Liner Foot (LF)	$3.50	$3.50	$3.50	$3.50
Painted Pavement Message (EA)	$90.00	$90.00	$90.00	$90.00
Painted Arrow (EA)	$50.00	$50.00	$50.00	$50.00
Painted Traffic Stripe (24" White) price per Liner Foot (LF)	$5.00	$5.00	$5.00	$5.00
Reflective Pavement Markers (EA)	$10.00	$10.00	$10.00	$10.00
Asphaltic Base Course				
Price per Square Yard Asphaltic Base Course (8" Maximum) Square Yard rate shall include excavation and all work required for placement of Asphaltic Base Course, including existing material removal and disposal.	$55.00	$65.00	$65.00	$60.00
Misc.				
County retains option to purchase Millings from successful vendor's jobs - Per Cubic Yard	$40.00			
County retains option to purchase Millings from successful vendor's jobs - Per Ton	$30.00			

EXHIBIT "1"

15023

Volusia County
FLORIDA

Master Agreement

NO. 710 3824 - 1

TERM: 2015-02-06 to 2018-02-05

Date Issued: 02/12/15

Vendor contact:	County contact:	Bill To:
Name: STEVE BLAIR Phone: 386-676-0200 Ext.: E-mail:	Name: JOSEPH BUCKLES Phone: 386-736-5967 Ext.: E-mail: TBuckles@volusia.org	County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720

Vendor Name:	Ship To:
HALIFAX PAVING INC 860 HULL ROAD ORMOND BEACH, FL 32174 Vendor No. HAP30770000	AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720

Solicitation Number: 15-B-05KW Award Date: 2015-02-05 Award Authorization:	Purchasing Analyst: KATHY WILLIAMS Phone: 386-626-6625 Ext.: E-mail: KWilliams@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed

Document Description: Asphaltic Concrete & removal of existing surfaces by milling

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	74514	TON	Asphaltic Concrete, Type S-1	0.00000
2	74514	TON	Asphaltic Concrete, Type S-3	0.00000
3	96154	SQYD	Milling of existing surfaces, per square yard	0.00000
4	96154	DAY	Milling of existing surfaces, per day	0.00000
5	91276	LNFT	Pavement Marking (with purchase of asphaltic concrete)	0.00000
6	91276	EA	Pavement Marking (with purchase of asphaltic concrete)	0.00000
7	74587	SQYD	Asphaltic Base Course	0.00000

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

EXHIBIT "1"

Volusia County
FLORIDA

Master Agreement

NO. 710 3824 - 1

TERM: 2015-02-06 to 2018-02-05

Date Issued: 02/12/15

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
8	74568	CUYD	Millings from jobsites, per cubic yard	0.00000
9	74568	TON	Millings from jobsites, per ton	0.00000

Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

EXHIBIT "1"

2015 Paving Cost

Milling 1.50 <200 Sq. Yd Milling 4.00 > 200 Sq. Yds	Manhole & Stripping Quantities	ESTIMATE Lbs. per inch 110 Number inches	Length	Width	a Total Feet	b Sq. Yards 9	c 110 Pounds	d Number of Tons 2,000	Cost per	e Cost	2014 Number of Manholes & W V Misc Stripping	$175.00 Cost for Manhole Adj.	Total Cost for Road
					Enter Drive Below								
Oak St(CDBGSpruce Creek to Ridgewood Ave)													
Ashphalt		1.5	3030	20	60,600	6,733	1,111,000	555.50	86.00	47,773.00			47,773.00
Milling(+-) 1.5"		1.5	3030	20	60,600	6,733	1,111,000	555.50	1.50	10,099.50			10,099.50
Manhole(s) Adjustment											0	$0.00	$0.00
Water Valves Adjustment											0		0
4"Yellow Skip	775								1.50	1,162.50			1,162.50
4" Double Yellow	1880.00								1.50	2,820.00			2,820.00
Cross Walk 24"	20.00								5.00	100.00			100.00
2 RXR Legends	2.00								90.00	180.00	0		180.00
Total Cost													62,135.00
HalifaxDr(CBDG)Dunlawton to Fleming													
Asphalt		1.5	3620	20	72,400	8,044	1,327,333	663.67	86.00	57,075.33			57,075.33
Milling (+-) 1.5"		1.5	3620	20	141,500	15,722	2,594,167	1,297.08	1.50	23,583.00			23,583.00
Manhole Adjustments											0	0.00	0.00
Water Valve Adjustments											0.00		0.00
Yellow Skip											0.00		0.00
7 Stop Bars											0.00		0.00
Total Cost													80,658.33
Shoulder/Base Work/Sq. Yard (Oak & Halifa	1366								$55.00				75,130.00
	$217,996.00												$217,923.33
City's Coast Share	0.00												$0.00

misc\2001pav2

PART A
CDBG
EXHIBIT "2"

SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED PROJECTS

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This contract is funded in whole or in part with federal funds make available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions. The contractor shall include these supplemental conditions in all subcontracts.

1. Davis-Bacon Act
2. Copeland "Anti-Kick Back" Act
3. Federal Labor Standards
4. Environmental Compliance
5. Lead Based Paint Requirements
6. Historic Preservation
7. Energy Efficiency
8. Flood Disaster Protection
9. Special Equal Opportunity Provisions
10. Section 3
11. Conflict of Interest
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Attachment I – Federal Labor Standards Provisions
Attachment II- Section 3 Clause

1. Davis- Bacon Act- 29 CFR Parts 1,3,5,6 and 7

The contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in excess of $2,000. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Copeland "Anti-Kick Back" Act- 18 USC 874 and 40 USC 276c; 29 CFR Part 3

The contractor and subcontractor(s) shall comply with the requirements of the Copeland "Anti-Kickback" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a federal crime for anyone to require any laborer or mechanic (employed on a federally assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every contractor and subcontractor to submit weekly payroll reports (certified payroll) and regulates permissible payroll deductions.

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3. **Federal Labor Standards**

The project or program to which the construction work covered by this contract pertains is a federally assisted project and the Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance. See Attachment 1 for a complete copy of these labor standards.

4. **Environmental Compliance- Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and EPA Regulations- 42 U.S.C. 1857(h)**

The contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts and subcontracts in amounts in excess of $100,000. all applicable standards, orders, or requirements issued under (), (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15).

5. **Lead- Based Paint Requirements- 24 CFR Part 35**

All housing that is assisted by the contractor through this project with federal funds is subject to the lead-based paint requirements, found at 24 CFR Part 35. These rules apply to properties that were constructed prior to 1978, and require:

- Certain disclosures (in the form of notices) to occupants and applicants about any known or potential lead-based paint hazards
- Testing, assessing, and stabilization or reduction of lead-based paint hazards in accordance with established procedures, based on activity type and level of Federal assistance (for rehabilitation)
- Use of safe work practices
- Certain provisions included in all contracts and subcontracts related to lead-based paint
- Ongoing maintenance to monitor controls put in place to limit the hazards associated with the presence of lead-based paint.

6. **Historic Preservation- 16 USC 470; 36 CFR Part 800**

The contractor's performance may be subject to the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties.

7. **Energy Efficiency**

The contractor shall comply with any mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

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8. Flood Disaster Protection- 42 USC 4001

The contractor's performance may be subject to the Flood Disaster Protection Act of 1973 which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program must be obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including housing rehabilitation.)

9. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts $10,000 and under.)

During the performance of this contract, the Contractor agrees as follows:

i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ii. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

iii. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above $10,000)

During the performance of this contract, the contractor agrees as follows:

i. Section 202 Equal Opportunity Clause

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are

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treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of the Contractors commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

C. Certification of Non-segregated Facilities- E.O. 11246; 41 CFR Part 60-1.8

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term segregated facilities means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees

which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Equal Employment Opportunity- Title VII of the Civil Rights Act of 1964 E.O. 11246

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Americans with Disabilities Act of 1990- E.O. 11250; 42 U.S.C 12131; 24 CFR Part 35

The contractor shall not exclude on the basis of handicap persons from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

F. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex is excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

G. Section 504 of the Rehabilitation Act of 1973- 29 USC 794, 24 CFR Parts 8 and 9

i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ii. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

iii. In the event of the Contractors noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

iv. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be

prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractors obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

v. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

vi. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975- 42 U.S.C. 6101, et seq; 24 CFR Part 146

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

I. NSP 3 Vicinity Hiring and Contracting Preference-

A contractor that is awarded a project involving the use of NSP3 funds, as provided by the Dodd-Frank "Wall Street Reform and Consumer Protection Act" of January 5, 2010, sec 1497 (a)(8), is required to take actions to hire employees who reside in the vicinity of NSP3-funded projects, and provide contracting opportunities to small businesses that are owned and operated by residents in this vicinity.

10. Section 3- 24 CFR Part 135

The contractor shall comply with the purposes of the Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) (Section 3) and ensure that employment and other economic opportunities generated by HUD funded programs, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. Section 3 regulations apply to all contractors and subcontractors awarded contracts for HUD assisted projects which are in excess of $100,000. **Section 3 requires that the Section 3 Clause (See Attachment II) be included in every contract that involves section 3 projects.**

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11. Conflict Of Interest- 24 CFR Part 85.36 and 24 CFR Part 570.611

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

12. Utilization Of Minority And Women Firms (M/WBE)- 24 CFR Part 85 (e)

The contractor shall take affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable.

Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- State of Florida at 904-487-4698 (all goods and services)
- State of Florida at 904-921-7370 (construction services, particularly highway)
- Minority Business Development Center in most major cities
- Local government M/WBE programs in many large counties and cities

13. Fair Housing Laws

The contractor shall company with the Fair Housing Act, and related laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, familial status and handicap in the provision of housing, including rental, purchase, advertising, financing, insurance and multi-family housing on the basis of race, color, national origin, religion, sex, familial status and handicap. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1063 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1 shall apply to any housing related contract awarded hereunder.

14. Drug Free Workplace- 41 USC 701, 24 CFR Part 21

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

15. Debarred Contractors

This project is subject to requirements prohibiting use of federal funds to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor, subcontractor or subrecipient during any period of federal debarment, suspension, or placement of ineligibility status. The County is required to check the eligibility status of all contractors, subcontractors, and subrecipients against the federal publication that lists debarred and ineligible contractors. This list can be found on the *Excluded Parties Listing System* at https://www.epls.gov.

16. Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.

D. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from $10,000 up to $100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

17. Access to Records- 24 CFR Part 85.42 (e) & (f)

The contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the County of Volusia, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions as needed.

18. Records Retention- 24 CFR Part 85.42 (a)-(d)

The contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, and other records pertinent to this contract and the grant program shall be maintained for five years after the local government makes final payment and all other pending matters are closed.

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Attachment I

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing And Urban Development HUD-4010 (7/03)

Applicability

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week , and without subsequent deduction or rebate on account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof , regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics employed in the classification (if known, or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contactor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its

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designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee with the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federally contract with the same prime contractor, or any other Federally assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violation have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payroll and basic records. Payroll and basic records related thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely, all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington D.C. 20402.The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a) (3) (i) and that such information is correct and complete:

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been fully paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than the permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of WH-347 shall satisfy the requirement of submission of the: Statement of Compliance" required by paragraph A.3. (ii)(b) of this section

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fail s to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available shall be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, bit who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is

performing construction on a project in a locality other than that in which its program is registered , the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hurly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor will all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

EXHIBIT "3"

subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C 1001. Additionally, U.S. Criminal Code, Section 1 01 0,Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of ... influencing in any way the action of such Administration....makes, utters or publishes any statement knowing the same to be false ..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanic" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basis rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth on subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts, The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor, by regulation.

(2) The Contractor shall comply with al regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 State 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT "3"

Attachment II

Section 3 requires that the following provisions ("the section 3 clause"), be included in every contract that involves section 3 projects.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontract is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contract and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXHIBIT "3"

Instructions For Completing Payroll Form, WH-347

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.
Address: Fill in your firm's address.
Payroll No.: Beginning with the number "1", list the payroll number for the submission.
For Week Ending: List the workweek ending date.
Project and Location: Self-explanatory.
Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

EXHIBIT "3"

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

EXHIBIT "3"

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "*See* Deductions column in this payroll." *See* "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

This preceding information can be obtained at http://www.dol.gov/whd/forms/wh347instr.htm and http://www.dol.gov/whd/forms/wh347.pdf

EXHIBIT "3"

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

ADDRESS

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

EXHIBIT "3"

Date _____

I, _____ _____
(Name of Signatory Party) (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on s aid proj ect have been paid t he full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any pers on and t hat no deduc tions have been m ade eit her direc tly or indirec tly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required t o be s ubmitted for t he abov e period are correct and complete; that the wage rates for laborers or m echanics contained therein are not less than the applicable wage rates contained in any wage det ermination incorporated int o t he c ontract; t hat t he classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) T hat any apprent ices em ployed in t he abov e period are duly registered in a bona fide apprenticeship program regis tered w ith a St ate apprent iceship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe bene fits as listed in the contract have been or will be made to appropria te progra ms for the bene fit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION O F ANY O F T HE ABO VE ST ATEMENTS M AY SUBJ ECT T HE CO NTRACTOR O R SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

EXHIBIT "3"

General Decision Number: FL140180 10/17/2014 FL180

Superseded General Decision Number: FL20130180

State: Florida

Construction Type: Heavy

County: Volusia County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)
(EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Modification Number	Publication Date
0	01/03/2014
1	02/28/2014
2	05/23/2014
3	10/17/2014

ENGI0673-013 05/01/2013

	Rates	Fringes
OPERATOR: Oiler	$ 20.36	10.85

IRON0808-003 01/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 23.00	10.95

LABO0517-002 05/01/2014

	Rates	Fringes
LABORER: Grade Checker	$ 18.35	6.45

* PAIN1010-011 08/01/2014

	Rates	Fringes
Painter - Brush, Roller & Spray	$ 19.50	8.83

SUFL2009-176 06/24/2009

	Rates	Fringes
CARPENTER, Excludes Form Work	$ 13.56	1.84
CEMENT MASON/CONCRETE FINISHER	$ 12.63	0.00
ELECTRICIAN	$ 16.71	3.51
FORM WORKER	$ 11.36	0.00
LABORER: Common or General	$ 9.03	0.81

EXHIBIT "3"

LABORER: Landscape	$ 8.44	0.00
LABORER: Pipelayer	$ 11.17	1.27
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)	$ 10.63	2.20
OPERATOR: Asphalt Paver	$ 11.88	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10	2.44
OPERATOR: Backhoe/Excavator	$ 13.12	2.58
OPERATOR: Bulldozer	$ 12.88	0.00
OPERATOR: Crane	$ 14.88	3.17
OPERATOR: Grader/Blade	$ 16.00	2.84
OPERATOR: Loader	$ 13.38	0.00
OPERATOR: Mechanic	$ 13.83	2.19
OPERATOR: Roller	$ 10.50	0.00
OPERATOR: Scraper	$ 11.00	1.74
OPERATOR: Trackhoe	$ 20.92	5.50
OPERATOR: Tractor	$ 10.00	0.00
TRUCK DRIVER, Includes Dump Truck	$ 11.07	0.00
TRUCK DRIVER: Lowboy Truck	$ 11.00	0.00
TRUCK DRIVER: Off the Road Truck	$ 12.21	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

EXHIBIT "3"

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

EXHIBIT "3"

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

EXHIBIT "3"

General Decision Number: FL140234 02/07/2014 FL234

Superseded General Decision Number: FL20130293

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	02/07/2014

* ELEC0915-004 12/01/2013

	Rates	Fringes
ELECTRICIAN	$ 25.13	34.5%+$0.25

SUFL2013-052 08/19/2013

	Rates	Fringes
CARPENTER	$ 15.68	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work	$ 13.97	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 15.57	0.00
HIGHWAY/PARKING LOT STRIPING: Painter	$ 12.13	0.00
IRONWORKER, ORNAMENTAL	$ 13.48	0.00
IRONWORKER, REINFORCING	$ 15.38	0.00
IRONWORKER, STRUCTURAL	$ 16.42	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 14.05	0.00
LABORER: Common or General	$ 10.55	0.00
LABORER: Flagger	$ 13.09	0.00
LABORER: Grade Checker	$ 14.66	0.00
LABORER: Mason Tender - Cement/Concrete	$ 12.58	0.00
LABORER: Pipelayer	$ 13.46	0.00
LABORER: Laborer-Cones/		

EXHIBIT "3"

Barricades/Barrels - Setter/Mover/Sweeper	$ 11.36	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.96	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 12.88	0.00
OPERATOR: Broom/Sweeper	$ 12.91	0.00
OPERATOR: Bulldozer	$ 15.23	0.00
OPERATOR: Concrete Finishing Machine	$ 15.44	0.00
OPERATOR: Crane	$ 22.04	0.00
OPERATOR: Curb Machine	$ 18.45	0.00
OPERATOR: Drill	$ 13.04	0.00
OPERATOR: Forklift	$ 10.43	0.00
OPERATOR: Gradall	$ 14.71	0.00
OPERATOR: Grader/Blade	$ 18.20	0.00
OPERATOR: Loader	$ 14.01	0.00
OPERATOR: Mechanic	$ 17.52	0.00
OPERATOR: Milling Machine	$ 15.63	0.00
OPERATOR: Oiler	$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 14.88	0.00
OPERATOR: Piledriver	$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences)	$ 15.97	0.00
OPERATOR: Roller	$ 13.01	0.00
OPERATOR: Scraper	$ 12.21	0.00
OPERATOR: Screed	$ 14.66	0.00
OPERATOR: Trencher	$ 14.25	0.00
PAINTER: Spray	$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation	$ 14.25	0.00
TRUCK DRIVER: Dump Truck	$ 12.28	0.00
TRUCK DRIVER: Flatbed Truck	$ 14.28	0.00

TRUCK DRIVER:	Lowboy Truck.....$ 16.25	0.00
TRUCK DRIVER:	Slurry Truck.....$ 11.96	0.00
TRUCK DRIVER:	Water Truck.....$ 13.57	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union

EXHIBIT "3"

rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

EXHIBIT "3"

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

EXHIBIT "3"

Section 3
Information and Instructions for Contractors & Subcontractors

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

What does Section 3 require contractors and subcontractors to do?

All contracts for Section 3 covered projects in excess of $100,000 for housing construction, rehabilitation, or other public construction are required to comply with the requirements of Section 3, and must, to the greatest extent feasible:

- Provide employment and training opportunities to Section 3 residents by meeting the percentage goals in 24 CFR 135.30(b)(3)
- Provide subcontracting opportunities to Section 3 businesses by meeting the percentage goals in 24 CFR 135.30(c)

In addition, all contracts with contractors and subcontractors for Section 3 covered projects must contain the Section 3 contract clause in the contracts of its contractors and subcontractors. The HUD mandated Section 3 language ("Section 3 Clause") may be found at 24 CFR §135.38. The Section 3 Clause may also be found within the Supplemental Conditions which are included in the bid documents. All contracts for U.S. Department of Housing and Urban Development funded projects will contain the Section 3 contract clause, regardless of whether this threshold has been met.

Volusia County Community Assistance encourages all contractors and subcontractors to extend employment and training opportunities to Section 3 residents for any new opportunities which have been created as a result of the contract award. Reporting on Section 3 opportunities is required for all contractors and subcontractors that are awarded contracts for U.S. Department of Housing and Urban Development funded projects.

What is a Section 3 Resident?

A Section 3 Resident is 1) a public housing resident, or 2) a low- or very low-income person residing in the metropolitan area or non-metropolitan county where the Section 3 covered project is expended.

EXHIBIT "3"

What is a Section 3 business?

A Section 3 business is defined as one:

- That is 51 percent or more owned by Section 3 residents; or
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of their first employment with the business were Section 3 residents; or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded by the business to other Section 3 businesses (see first two definitions above).

Reporting

The following reporting forms are required to be submitted to Volusia County to document compliance with Section 3 regulations:

Pre-award:

- Section 3 Certification
- Section 3 Resident Certification- Required for all businesses claiming Section 3 status

Post-award:

- Section 3 Compliance Report- Existing Core Workforce List
- Section 3 New Hire Report
- Section 3 Resident Certification- for any new hires of Section 3 residents

EXHIBIT "3"

Section 3 Resident Self-Certification Form

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD funded projects shall, to the greatest extent feasible, and consistent with existing Federal, State and County rules and regulations, be directed to low- and very low-income persons, particularly those receiving housing assistance and to businesses that provide economic opportunities to these persons.

A Section 3 Resident seeking training and employment opportunities provided by this part shall certify, and submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section 135.5.

I,_____, (Print Name) am a legal resident the United States and of Volusia County, Florida and meet the income eligibility and federal guidelines for a Section 3 Resident. I am self-certifying as a Section 3 Resident because of the following reason(s):

___ I am a public housing resident leaseholder – Submit copy of lease
___ I live in public housing but am not on the lease – Submit copy of lease
___ I am a Section 8 voucher holder – Submit copy of voucher
___ My household income does not exceed the income guidelines by family size as published at the bottom of this form – Submit copy of most recent tax return or evidence of participation in a public assistance program.

NOTE: Documentation of Section 3 Resident status must be submitted with this form

Name _____ Telephone _____

Home Address_____(will be verified)
(Must be Street Address - Not a P.O. Box Number)

FY 2014 - HOUSEHOLD INCOME GUIDELINES – Circle line that applies to your household

Family Size	Low Income	Very-Low Income
1	$33,100	$18,800
2	$34,400	$21,500
3	$38,700	$24,200
4	$42,950	$26,850
5	$46,400	$29,000
6	$49,850	$31,150
7	$53,300	$33,300
8	$56,700	$35,450

I hereby certify that the information provided by me to be true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 Resident which may be grounds for termination of training, employment, or contracts that resulted from this certification and could subject me to punishment under the law.

_____ _____
Signature Date

_____ (Print Name)

EXHIBIT "3"

Section 3 Certification

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain federally assisted projects shall, to the greatest extent feasible, and consistent with existing Federal, State and County rules and regulations, be directed to low- and very low-income persons, particularly those receiving housing assistance and to businesses that provide economic opportunities to these persons.

Any bid/proposal response for certain federally assisted projects that do not include this completed document will be considered non-responsive and not eligible for award.

Name of business: _____

Contact person: _____ Title: _____

Address of business: _____

Telephone number: _____ Fax number: _____

E-mail address: _____

Federal Employer Identification Number/SSN: _____

1. Type of business: (Check one)

- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Joint Venture

2. Check where applicable and provide required documentation:

☐ I am an individual, sole proprietorship, partnership, corporation or joint venture **NOT** claiming a Section 3 status.

☐ I am an individual, sole proprietorship, partnership, corporation or joint venture **claiming** a Section 3 status as:

- ☐ A business that has a 51% ownership by a Section 3 qualified resident(s) (submit the following documents):
  - ☐ Section 3 Resident Self-Certification Forms
- ☐ A business claiming 30% of current full-time workforce qualify as section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents.
  - ☐ List of all current full-time employees, and,
  - ☐ List of employees claiming Section 3 residence status and for each such employee
    - ☐ PHA/IHA Residential lease less than three years from date of employment, or
    - ☐ Other evidence of Section 3 status less than three years from day of employment.
- ☐ A business claiming to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) above.
  - ☐ List of Section 3 subcontractor(s) and subcontract amount(s).

EXHIBIT "3"

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____ Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

EXHIBIT "3"

General Decision Number: FL150234 01/09/2015 FL234

Superseded General Decision Number: FL20140234

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015

* ELEC0915-004 12/01/2014

	Rates	Fringes
ELECTRICIAN	$ 26.01	16%+$5.06

SUFL2013-052 08/19/2013

	Rates	Fringes
CARPENTER	$ 15.68	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work	$ 13.97	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 15.57	0.00
HIGHWAY/PARKING LOT STRIPING: Painter	$ 12.13	0.00
IRONWORKER, ORNAMENTAL	$ 13.48	0.00
IRONWORKER, REINFORCING	$ 15.38	0.00
IRONWORKER, STRUCTURAL	$ 16.42	0.00
LABORER (Traffic Control Specialist)	$ 11.36	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 14.05	0.00
LABORER: Common or General	$ 10.55	0.00

EXHIBIT "3"

LABORER: Flagger	$ 13.09	0.00
LABORER: Grade Checker	$ 14.66	0.00
LABORER: Mason Tender - Cement/Concrete	$ 12.58	0.00
LABORER: Pipelayer	$ 13.46	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 14.96	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 12.88	0.00
OPERATOR: Broom/Sweeper	$ 12.91	0.00
OPERATOR: Bulldozer	$ 15.23	0.00
OPERATOR: Concrete Finishing Machine	$ 15.44	0.00
OPERATOR: Crane	$ 22.04	0.00
OPERATOR: Curb Machine	$ 18.45	0.00
OPERATOR: Drill	$ 13.04	0.00
OPERATOR: Forklift	$ 10.43	0.00
OPERATOR: Gradall	$ 14.71	0.00
OPERATOR: Grader/Blade	$ 18.20	0.00
OPERATOR: Loader	$ 14.01	0.00
OPERATOR: Mechanic	$ 17.52	0.00
OPERATOR: Milling Machine	$ 15.63	0.00
OPERATOR: Oiler	$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 14.88	0.00
OPERATOR: Piledriver	$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences)	$ 15.97	0.00
OPERATOR: Roller	$ 13.01	0.00
OPERATOR: Scraper	$ 12.21	0.00
OPERATOR: Screed	$ 14.66	0.00
OPERATOR: Trencher	$ 14.25	0.00
PAINTER: Spray	$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation	$ 14.25	0.00
TRUCK DRIVER: Dump Truck	$ 12.28	0.00
TRUCK DRIVER: Flatbed Truck	$ 14.28	0.00

EXHIBIT "3"

TRUCK DRIVER: Lowboy Truck.....$ 16.25 0.00

TRUCK DRIVER: Slurry Truck.....$ 11.96 0.00

TRUCK DRIVER: Water Truck.....$ 13.57 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

EXHIBIT "3"

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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Wage and Hour Division
U.S. Department of Labor
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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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EXHIBIT "3"

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Washington, DC 20210

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==========

END OF GENERAL DECISION

EXHIBIT "3"

2015 Paving Cost

Milling 1.50 <200 Sq. Yd Milling 4.00 > 200 Sq. Yds	Manhole & Stripping Quantities	ESTIMATE Lbs. per Inch 110 Number Inches	Length	Width	a Total Feet	b Sq. Yards 9	c 110 Pounds	d Number of Tons 2,000	Cost per	e Cost	2014 Number of Manholes & W V Misc Stripping	$175.00 Cost for Manhole Adj.	Total Cost for Road
HiddenLakes(CrossCreek to Yorktown)													
Asphalt		1.5	4450	20	89,000	9,889	1,631,667	815.83	**86.00**	70,161.67			70,161.67
Milling (+-) 1.5"		1.5	4450	20	89,000	9,889	1,631,667	815.83	**1.50**	14,833.33			14,833.33
Manhole(s) Adjustment	10.00										0	0.00	0.00
Water Valves Adjustment	0.00										0	0.00	0.00
4" White Solid	250.00								**1.50**	375.00		0.00	375.00
CrossWalks	50.00								**5.00**	250.00		0.00	250.00
Stop Bars	24.00								**5.00**	120.00		0.00	120.00
School Legends	2.00								**90.00**	180.00		0.00	180.00
Left Turn Arrows	3.00								**50.00**	150.00		0.00	150.00
Total Cost													**86,070.00**
Butterfly Lane													
Asphalt		1.5	455	20	9,100	1,011	166,833	83.42	**125.00**	10,427.08			10,427.08
Milling (+-) 1.5"		1.5	455	20	9,100	1,011	166,833	83.42	**4.00**	4,044.44			4,044.44
Manhole Adjustments											0	0.00	0.00
Water Valves Adjustment											0	0.00	0.00
1Stop Bar (24")	12.00								**5.00**	60.000		0.00	60.00
Total Cost												0.00	**14,531.53**
Isabelle													
Asphalt		1.5	3000	20	60,000	6,667	1,100,000	550.00	**86.00**	47,300.00			47,300.00
Milling (+-) 1.5"		1.5	3000	20	60,000	6,667	1,100,000	550.00	**1.50**	10,000.00			10,000.00
Manhole(s) Adjustment											0	0.00	0.00
Water Valves Adjustment											0	0.00	0.00
4"Yellow	605.00								**1.50**	907.50	0	0.00	907.50
2 RPM'S												0.00	**0.00**
2 Stop Bars	12.00								**5.00**	60.00		0.00	60.00
Total Cost												0.00	**58,267.50**
Oak St(Dunlawton to Spruce Creek													
Asphalt		1.5	1580	20	31,600	3,511	579,333	289.67	**86.00**	24,911.33			24,911.33
Milling (+-) 1.5"		1.5	1580	20	31,600	3,511	579,333	289.67	**1.50**	5,266.67			5,266.67
Manhole(s) Adjustment											0	0.00	0.00
Water Valves Adjustment										0.00	2	0.00	0.00
4" Double/Skip Yellow	1,512.00								**1.50**	2,268.00		0.00	2,268.00

misc\2001pav2

PART B
Other Resurfacing
EXHIBIT "4"

2015 Paving Cost

Milling 1.50 <200 Sq. Yd Milling 4.00 > 200 Sq. Yds	Manhole & Stripping Quantities	ESTIMATE Lbs. per inch 110 Number inches	Length	Width	a Total Feet	b Sq. Yards 9	c 110 Pounds	d Number of Tons 2,000	Cost per	e Cost	Number of Manholes & W V Misc Stripping	$175.00 Cost for Manhole Adj.	Total Cost for Road
1 Stop Bar	24.00								5.00	120.00		0.00	120.00
RPM's	70.00								10.00	700.00			700.00
Total Cost													33,266.00
Village Trail(Dunlawton to Joint)													
Asphalt		1.5	2650	25	66,250	7,361	1,214,583	607.29	86.00	52,227.08			52,227.08
Milling (+-) 1.5"		1.5	2650	25	66,250	7,361	1,214,583	607.29	1.50	11,041.67			11,041.67
Manhole(s) Adjustment											0	0.00	0.00
Water Valves Adjustment											0	0.00	0.00
4"Double Yellow	932.00								1.50	1,398.00	0	0.00	1,398.00
4"White	106.00								1.50	159.00	0	0.00	159.00
2 Stop Bars												0.00	0.00
3 Crosswalks	90.00								5.00	450.00	0	0.00	450.00
2LT Arrows												0.00	0.00
3 RT Arrows													0.00
Total Cost													65,275.75
Sugar Plum Ln													
Asphalt		1.5	1380	20	27,600	3,067	506,000	253.00	86.00	21,758.00			21,758.00
Milling (+-) 1.5"		1.5	1380	20	27,600	3,067	506,000	253.00	1.50	4,600.00			4,600.00
Manhole(s) Adjustment											0	0.00	0.00
Water Valves Adjustment											0		
2 Stop Bars	12.00							0.00	2.50	30.00			30.00
Total Cost													26,388.00
SouthPort W.													
Asphalt		1.5	1525	20	30,500	3,389	559,167	279.58	86.00	24,044.17			24,044.17
Milling (+-) 1.5"		1.5	1525	20	30,500	3,389	559,167	279.58	1.50	5,083.33			5,083.33
Manhole(s) Adjustment											0	0.00	0.00
Water Valves Adjustment											0		0.00
1Stop Bar													0.00
Total Cost													29,127.50
SouthPort S.													
Asphalt		1.5	1500	20	30,000	3,333	550,000	275.00	86.00	23,650.00			23,650.00
Milling (+-) 1.5"		1.5	1500	20	30,000	3,333	550,000	275.00	1.50	5,000.00			5,000.00
Manhole(s) Adjustment											0	0.00	0.00

misc\2001pav2

PART B
Other Resurfacing
EXHIBIT "4"

2015 Paving Cost

ESTIMATE

2014

Milling 1.50 <200 Sq. Yd Milling 4.00 > 200 Sq. Yds	Manhole & Stripping Quantities	Lbs. per inch 110 Number inches	Length	Width	a Total Feet	b Sq. Yards 9	c 110 Pounds	d Number of Tons 2,000	Cost per	e Cost	Number of Manholes & W V Misc Stripping	$175.00 Cost for Manhole Adj.	Total Cost for Road
Water Vavles Adjustments										0.00	0		0.00
Short Double Yellow Entrance	60.00								1.50	90.00			90.00
Total Cost													28,740.00
Herbert ST(Nova to Clyde Morris)													
Asphalt		1.5	5750	20	115,000	12,778	2,108,333	1,054	86.00	90,658.33			90,658.33
Milling(+-)1.5"		1.5	5750	20	115,000	12,778	2,108,333	1,054.17	1.50	19,166.67			19,166.67
Manhole Adjustments											0	0.00	0.00
Water Valves Adjustments										0.00	0		0.00
6"White	7350									0.19	1396.5		1396.5
6" Double Yellow	9175									0.19	1743.25		1743.25
4 School Legends										0.00			0
2LT Arrows										0.00			0
3CrossWalks	200									1.19	238		238
Total Cost													113,202.75
Sky Meadows Subdivision													
Aruna Circle													
Asphalt		1.5	1020	20	20,400	2266.67	374,000	187	125.00	23,375.00			23,375.00
Milling(+-)1.5"		1.5	1020	20	20,400	2266.67	374,000	187	4.00	9,066.67			9,066.67
Total Cost													32,441.67
Millucant													
Asphalt		1.5	300	20	6,000	666.67	110,000	55	125	6,875.00			6,875.00
Milling(+-)1.5"		1.5	300	20	6,000	666.67	110,000	55	4.00	2,666.68			2,666.68
Total Cost													9,541.68
Fox Place													
Asphalt		1.5	1400	23	32,200	3577.78	590,333.33	295.17	86.00	25,384.33			25,384.33
Milling(+-)1.5"		1.5	1400	23	32,200	3577.78	590,333.33	295.17	1.5	5,366.67			5,366.67
Total Cost													30,751.00
Virginia Av													
Asphalt		1.5	602	20	12,040	1337.78	220,733	110.37	125	13,795.83			13,795.83
Milling(+-)1.5"		1.5	602	20	12,040	1337.78	220,733	110.37	4	5351.12			5,351.12
													19,146.95

misc\2001psv2

PART B
Other Resurfacing
EXHIBIT "4"

2015 Paving Cost

ESTIMATE

2014

Milling 1.50 <200 Sq. Yd Milling 4.00 > 200 Sq. Yds	Manhole & Stripping Quantities	Lbs. per inch 110 Number inches	Length	Width	a Total Feet	b Sq. Yards 9	c 110 Pounds	d Number of Tons 2,000	Cost per	e Cost	Number of Manholes & W V Misc Stripping	$175.00 Cost for Manhole Adj.	Total Cost for Road
Base Work/Sq Yard	*1,300*								55.00	71,500.00			$71,500.00
Total FY15 Paving Program													**$618,250.33**

misc\2001pav2

PART B
Other Resurfacing
EXHIBIT "4"

Exhibit “5”

Payment and Performance Bond

(Exhibit “5” includes a total of 3 pages)

RETURN RECORDED DOCUMENT TO:
Deputy 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:	Halifax Paving, Inc.
Principal Business Address:	814 Hull Road Ormond Beach, Florida 32174
Contact Person:	Thomas Durrance, President
Phone Number:	(386) 676-0200

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:	David T. Harden, Interim City Manager
Phone Number:	(386) 506-5501

Amount: **Part A:** $217,923.33
Part B: $618,250.33

City Case/Project No. CC031715-Halifax Paving

Description of Work: Asphaltic Concrete and Removal of Existing Surfaces by Milling

Project Location: Halifax Drive (also known as Riverside Drive) and Oak Street, Port Orange, Volusia County, Florida

Legal Description: Port Orange, Volusia County, Florida
See Exhibit "A

Front Page

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

[MTR/gls 2012-12-10]

Return Recorded Document to:
Records Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Asphaltic Concrete and Removal of Existing Surfaces by Milling
Name of Project
City Project No. CC031715 – Halifax Paving
Bond No. _____

Space Reserved for Recording Data

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes (2012)
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **HALIFAX PAVING, 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 _____**/100 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 Piggyback Agreement having an effective date of _____,2015, entered into by and between the Principal and the City, for asphaltic concrete and removal of existing surfaces by milling, 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.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2015.

Attest:

HALIFAX PAVING, INC.
(Name of Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Thomas Durrance, 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 COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **04/07/2015**

Consent item: Yes

SUBJECT: Pistol Range and Training Facility Use Agreements

DEPARTMENT: Police Services

RECOMMENDED MOTION: Move to approve the pistol range and training facility agreements with New Smyrna Beach Police Department.

SUMMARY: The Port Orange Police Department is requesting approval to enter into the attached agreements permitting Port Orange Police Officers to use the New Smyrna Beach Police Department's shooting range and training facilities. These agreements may be cancelled by either party upon thirty (30) days written notice and will terminate on March 31, 2016. The City of New Smyrna Beach is requesting a $300.00 per year contribution to assist with maintenance costs for use of the above mentioned facilities.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Pistol Range Agreement	Pistol Range Agreement 2015.pdf
2.	Training Facility Agreement	Training Facility Agreement 2015.pdf

Grabowski, Debbie	Created/Initiated - 03/24/2015
Monahan, Gerald	Approved - 03/24/2015
Riehm, Tracey	Approved - 03/25/2015
Roberts, Margaret	Approved - 04/02/2015
Harden, David	Final Approval - 04/02/2015

PISTOL RANGE AGREEMENT
CITY OF NEW SMYRNA BEACH

THIS AGREEMENT made and entered into this _____ day of_____ 2015, between the City of New Smyrna Beach, a municipal corporation of the State of Florida, hereinafter referred to as "New Smyrna Beach", and City of Port Orange, hereinafter referred to as "Permittee".

WITNESSETH

WHEREAS, in order that Permittee and its agents or employees may maintain a level of performance in its use of firearms commensurate with their obligations and responsibilities as law enforcement or military officers, and in consideration of the mutual promises hereinafter contained in this Agreement, this Agreement is entered into to enable Permittee to use the New Smyrna Beach Police Department Pistol Range.

NOW, THEREFORE, the parties hereto agree as follows:

1. The above recitations are true and correct.

2. New Smyrna Beach hereby agrees to permit the agents or employees of Permittee to use the New Smyrna Beach Police Department Pistol Range at such time(s) as are mutually agreed upon between the parties in accordance with individual departmental schedules. During this period of pistol range use by the agents or employees of Permittee, said agents or employees will be under the control and direction of the New Smyrna Beach Police Department Range Officer in addition to being subject to any and all rules and regulations for the use of the range which may be provided for in the New Smyrna Beach Police Department's Policies and Procedures or Rules and Regulations, which shall be provided to the Permittee Training Instructor upon request.

3. Permittee agrees to provide ammunition for its agents or employees which conforms to any and all specifications set by the New Smyrna Beach Police Department Range Officer and to utilize only weapons which conform to any and all specifications set by said Range Officer.

4. Permittee further agrees to provide a qualified instructor/range officer to provide training for and immediate supervision of its agents or employees utilizing the New Smyrna Beach Police Department's Pistol Range during such times as said range is used by Permittee.

5. Permittee shall indemnify and save harmless New Smyrna Beach, its agents and employees, from and against all claims, suits, actions, damages or causes of action arising during the term of this Agreement for any personal injury, loss of life or damage to property sustained by reason or as a result of its use of the premises, and against any orders, judgments or decrees which may be entered thereto, and from and against all costs, attorney fees, expenses and liabilities incurred in or by reason of the defense of any claim, suit or action, and the investigation thereof. Notwithstanding the foregoing, both parties acknowledge that the indemnification between municipalities is limited by Section 768.28(19), Florida Statues; and agree that nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of either party set forth in Section 768.28, Florida Statutes.

6. Permittee shall not assign this Agreement, or any portion thereof, to any other person without the consent of New Smyrna Beach in writing, nor shall it permit any officer, agent or employee or any other party to use said premises without a written request and written consent from New Smyrna Beach.

7. New Smyrna Beach shall not be responsible for any damages incurred by Permittee as a result of said range being temporarily inoperable for any reason.

8. This Agreement is and shall be considered to be the only Agreement concerning the pistol range between the parties hereto. All negotiations and all agreements of said parties are included herein. There is a separate Agreement for use of the Training Facility.

9. The term of this Agreement shall commence on the _____ day of _____, 2015, provided that this Agreement may be canceled by either party upon furnishing at least thirty (30) days written notice of cancellation upon the other party. This Agreement shall automatically terminate one (1) year from the above date.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

THE CITY OF NEW SMYRNA BEACH, a municipal corporation of the State of Florida

WITNESSES:

BY:

_____

_____

Mayor

_____

Attest:

_____

City Clerk

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

WITNESSES:

BY:

_____

_____
MAYOR ALLEN GREEN

Attest:

_____

_____
Robin L. Fenwick, CMC, City Clerk

CITY OF NEW SMYRNA BEACH
TRAINING FACILITY AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____2015, between the City of New Smyrna Beach, a municipal corporation of the State of Florida, hereinafter referred to as "New Smyrna Beach", and City of Port Orange, hereinafter referred to as "Permittee".

WITNESSETH

WHEREAS, in order that Permittee and its agents or employees may maintain a level of physical performance commensurate with their obligations and responsibilities as law enforcement or military personnel, and in consideration of the mutual promises hereinafter contained in this Agreement, this Agreement is entered into to enable Permittee to use the New Smyrna Beach Police Department Training Facility.

NOW, THEREFORE, the parties hereto agree as follows:

1. The above recitations are true and correct.

2. New Smyrna Beach hereby agrees to permit the agents or employees of Permittee to use the New Smyrna Beach Police Department Training Facility at such time(s) as are mutually agreed upon between the parties in accordance with individual departmental schedules. During this period of training facility use by the agents or employees of Permittee, said agents or employees will be under the control and direction of a training officer in addition to being subject to any and all rules and regulations for the use of the training facility which may be provided for in the New Smyrna Beach Police Department's Policies and Procedures or Rules and Regulations, as amended from time to time and provided in writing to the Permittee Training Instructor upon request.

3. Permittee agrees to provide a qualified instructor to provide training for and immediate supervision of its agents or employees utilizing the New Smyrna Beach Police Department Training Facility during such time(s) as said training facility is used by Permittee.

4. Permittee shall indemnify and save harmless New Smyrna Beach, its agents and employees, from and against all claims, suits, actions, damages or causes of action arising during the term of this Agreement for any personal injury, loss of life or damage to property sustained by reason or as a result of its use of the premises, and against all orders, judgments or decrees which may be entered thereto, and from and against all costs, attorney fees, expenses and liabilities incurred in or by reason of the defense of any claim, suit or action, and the investigation thereof. Notwithstanding the foregoing, both parties acknowledge that indemnification between municipalities is limited by Section 768.28(19), Florida Statutes; and agree that nothing in this section or Agreement shall be deemed to affect the rights, privileges and immunities of either party set forth within Section 768.28, Florida Statutes.

5. New Smyrna Beach shall not be responsible for any damages incurred by Permittee as a result of said training facility being temporarily inoperable for any reason.

6. This Agreement is and shall be considered to be the only Agreement concerning the training facility between the parties hereto. All negotiations and all agreements of said parties relating to the Training Facility are included herein. There is a separate Agreement for use of the New Smyrna Beach Police Department Pistol Range.

7. The term of this Agreement shall commence on the _____ day of _____, 2015, provided that this Agreement may be canceled by either party upon furnishing at least thirty (30) days written notice of cancellation upon the other party. This Agreement shall automatically terminate one (1) year from the above date.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

THE CITY OF NEW SMYRNA BEACH, a municipal corporation of the State of Florida

WITNESSES:

BY:

_____

_____

Mayor

Attest:

_____

_____

City Clerk

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

WITNESSES:

BY:

_____

_____
MAYOR ALLEN GREEN

Attest:

_____

_____
Robin L. Fenwick, CMC, City Clerk

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: Yes

SUBJECT: Short Term Bus Bench Contract extension with Waverly Media

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve contract extension with Waverly Media for up to 120 days.

SUMMARY: Staff is requesting a contract extension with Waverly Media to install, repair and maintain bus benches within the City. This extension is for up to 120 days in order to provide sufficient time to create a Request for Proposals and obtain a contractor to provide this service going forward. In addition, this extension includes updated language in order to ensure compliance with all regulations relating to bus benches.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Current Agreement with Waverly Media	Waverly Media 04.06.10.pdf
2.	Waverly Contract Extension	.pdf

Rosen, Alan	Created/Initiated - 04/02/2015
Gomez, Joseph	Approved - 04/02/2015
Harden, David	Final Approval - 04/02/2015

AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of April, 2010, between the **City of Port Orange, a chartered Florida municipal corporation**, mailing address 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "City" and **Waverly Media, LLC, a Florida limited liability company**, mailing address 3624 South Atlantic Avenue, Daytona Beach Shores, Florida 32118, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, Contractor proposes to maintain, install, and replace 205 bus benches at bus stop locations within the City for public use; and

WHEREAS, Contractor shall install, repair and maintain bus benches at no cost to the City; and

WHEREAS, Contractor shall pay the City a fee for the exclusive right to use a portion of the bus bench structure for advertising; and

WHEREAS, 137 bus benches have been approved by the City Manager for placement; and

WHEREAS, the city council finds that the availability of well maintained bus benches at bus stop locations within the City is a significant benefit to the public.

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

1. SERVICES.

Contractor shall have the exclusive right to install, repair and maintain a bus bench at each Approved Bus Stop within the City during the term of this Agreement. "Bus Stop," as used herein, means any location designated by VOTRAN or any successor entity with authority and responsibility for maintaining a mass transit system in an area that includes the city limits of the City as set forth on Attachment A hereto. "Approved Bus Stop" means a bus stop location with respect to which Contractor has received the City's permission to place a bus bench as set forth on Attachment B hereto. Contractor may submit to the City from time to time, in writing, a list of additional bus stops at which Contractor proposes to place a bus bench. The City Manager, on behalf of the City, shall review the list and determine whether to approve the proposed additional location. The City Manager shall not unreasonably withhold approval of a proposed bus bench site and shall not base such decision to approve or reject a proposed bus bench site on the quality of maintenance or the content of advertising of any existing bus benches.

2. BENCH DESIGN STANDARDS.

(A) Contractor shall ensure that all benches are constructed of durable, water resistant, low maintenance materials and secured and designed to avoid the possibility of tipping over.

(B) New or replaced benches shall be designed to discourage opportunities for sleeping or reclining. Vagrancy bars shall be made available and installed where the City deems it necessary or advisable.

(C) Benches shall be in compliance with Florida Administrative Code, Chapter 14, Rule 14-20.0032 "Placement of Transit Bus Benches," as same may revised from time to time.

(D) Benches shall be placed, secured, and maintained on a concrete pad in accordance with Votran Transit Development Design Guidelines, as same may be revised from time to time.

(E) Benches shall not have any illumination device, either incorporated into the bench or directed on the bench, excluding any public streetlights or other existing lights.

(F) Each bench shall include the Contractor's name and business telephone number displayed in a visible location.

3. BENCH MAINTENANCE.

(A) Contractor shall maintain benches in a safe condition at all times. Benches shall be maintained on a weekly basis by Contractor.

(B) Contractor shall maintain benches in neat, clean, usable condition at all times, including maintenance or replacement as necessary for damage from weathering as well as from vandalism, including graffiti.

(C) Contractor shall keep the bench pad and access to street and sidewalk free of weeds and debris and shall maintain a three (3) foot area around the benches on a scheduled basis.

4. BENCH REMOVAL.

(A) Contractor shall have the right to remove any bus bench in the event the bus bench should prove unprofitable to Contractor without adjustment to the minimum guaranteed revenue as set forth in paragraph 10. Contractor shall have the right to temporarily remove any bus bench, for a period of time not to exceed thirty (30) days, or longer with the City's written consent, for repair, renovation or replacement.

(B) Upon the termination of this Agreement, the Contractor shall promptly remove the benches and restore the site in a manner compatible with the adjacent property. If the Contractor fails to remove the benches within ten (10) days of receipt of written notice of termination, the City may remove the benches. The Contractor shall be responsible to the City for the cost of the removal and storage of the benches and restoration of the sites. If said payment is not made

within sixty (60) days after notice of charges for removal, storage and restoration, the Contractor's rights in the benches shall be forfeited to the City. Such forfeiture shall not excuse Contractor from payment to the City of the cost to remove and store the benches, including costs for removal of the pad where applicable and restoration of the site. The City, at its sole option, may require the concrete bench pads to remain in place by providing written notice to the Contractor.

5. BENCH PLACEMENT.

(A) Contractor shall place benches at all designated locations. The designated locations shall be determined in the City Manager's sole discretion and communicated to the Contractor in writing.

(B) Contractor acknowledges that benches located in the City's Community Redevelopment Area ("CRA"), as shown on Attachment C, are guaranteed only during the initial three (3) year term of this Agreement. The City reserves the right to amend Attachment C to exclude some or all of the locations or to discontinue the bench advertising program completely within the CRA.

(C) Contractor shall ensure that all bus benches placed hereunder, are located so that the advertising surface is parallel or no more than 15° off of the parallel to the public right-of-way along which the bus stop is located and are in compliance with Votran Transit Development Design Guidelines. Contractor shall ensure that the bus benches are not located in such a manner as to interfere with the City's access to public utilities, including manholes, clean-outs, and valves, or with the City utility easement right.

6. REPLACEMENT OF EXISTING BENCHES.

Contractor shall remove and replace a total of seventy-five (75) benches in high visibility areas, as set forth on Attachment D, within nine (9) months from the date of this Agreement. The remainder of the benches shall be replaced or added within twelve (12) months from the date of this Agreement. Contractor shall replace the benches at its sole cost and expense with an environmentally friendly bench made from recycled materials. Contractor shall provide the City with the final design for the bench replacements for the City's approval prior to commencing any removal or replacement work.

7. PLACEMENT OF ADVERTISEMENTS.

(A) Contractor shall have the right to place advertising on the front surface of the backrest only. The Contractor shall comply with generally accepted industry principles with respect to good taste and all applicable laws and regulations, including, but not limited to, truth-in-advertising, copyright and trademark.

(B) The advertising area on each bench shall not exceed twelve (12) square feet. The City shall have the right to require Contractor to remove any advertising material that the City determines would endanger the health, safety and welfare of the community, and any material that the City determines to be in such a state of disrepair as to be aesthetically offensive to the

City, provided the Contractor shall have a right to substitute other advertising material. For purposes herein, and by way of example, any advertising material which: (1) advocates or promotes smoking or the use of alcohol or other tobacco products; (2) identifies a business or company which manufactures or produces cigarettes or alcoholic beverages; or (3) identifies any bar or nightclub, shall be construed to endanger the health, safety and welfare of the citizens of the City of Port Orange if located within 1,000 feet of any school. No advertising matter or sign on any bench shall display the words: "stop"; "look"; "drive-in"; "danger"; or any other word, phrase or symbol which might interfere with, mislead or distract traffic. For purposes of traffic safety, all advertising shall be subject to the approval of the City.

(C) The City shall exercise its judgment in a reasonable manner. Contractor shall have twenty four (24) hours after receipt of written demand from the City to remove such offensive or damaged advertising material. In the event of a dispute as to the reasonableness of the City's demand, Contractor shall promptly follow such demand while the dispute is being resolved. If Contractor fails to follow such demand, the City shall have an absolute right to cause such advertisement to be removed, and the City shall not be responsible for any damages in connection therewith.

8. LOCAL ADVERTISING RESTRICTION.

Advertisements must be for businesses, services or events located within the limits of and/or providing service to the 32127, 32128, or 32129 U.S. Postal Service zip codes. The proceeds of said advertising shall be the sole compensation derived by Contractor from the placement of the bus benches hereunder.

9. TERM OF AGREEMENT.

This Agreement shall be for an initial base term of three (3) years from the date of execution. Unless the Contractor is in default of any provision, this Agreement may be extended for two (2) additional one-year terms on the same terms and conditions with six (6) months written notice to the City.

10. PAYMENT.

(A) Contractor shall pay the City a percentage of gross advertising revenue for advertising on the bus benches or a minimum quarterly guarantee as initially calculated at three thousand eight hundred sixty-six and 00/100 dollars ($3,866.00), whichever is greater, for each year of this Agreement and any extension thereof, as set forth below. In the event the City Manager determines to decrease or increase the number of Approved Bus Stops from 205, the Guaranteed Minimum Quarterly Revenue shall be adjusted downward or upward proportionately to the percentage decrease or increase of the number of approved bus stops. The percentage of gross advertising revenue shall remain the same regardless of any change in the number of benches. Adjustments to the Guaranteed Minimum Revenue shall be pro-rated from the date of the written notice from the City Manager adjusting the number of benches.

YEAR	PERCENT	GUARANTEED MINIMUM QUARTERLY REVENUE*	GUARANTEED MINIMUM ANNUAL REVENUE*
FIRST 2010-2011	18%	$5,800.00	$23,200.00
SECOND 2011-2012	19%	$6,135.00	$24,450.00
THIRD 2012-2013	20%	$6,460.00	$25,840.00
FOURTH 2013-2014	22%	$5,700.00	$22,800.00**
FIFTH 2014-2015	22%	$5,700.00	$22,800.00**

* Guaranteed Minimum Revenues are based on the Bus Stops as set forth on Exhibit A
** Reduction in revenue projection due to the possible loss of benches in the Town Center CRA

(B) For purposes of this Agreement, the term "gross advertising revenue" means all monies, remuneration and consideration of every kind received from the sale of advertising space by the Contractor in its operations as permitted under this Agreement, plus the revenue equivalent from all advertising (which may not have been compensated) appearing on the advertising spaces.

(C) Gross advertising revenue shall be calculated on an accrual basis (i.e., amounts are prorated on the time periods which correlate to the time periods during which the advertising is displayed).

(D) All payments shall be payable quarterly to the City of Port Orange and paid to the Finance Director no later than the 10th working day from April 1, July 1, October 1, and January 1, regardless of the effective date of this Agreement. If payment is not made by the date specified herein, the payment shall be deemed late. Payment shall be for all amounts due to the City for the preceding quarter and shall be based on the compensation schedule set forth above. Quarterly payments shall be accompanied by a schedule showing the advertisements displayed, and a statement of the gross revenue earned and the amount of future revenue to be earned under existing contracts.

(E) Contractor shall keep and maintain accurate records of all revenue Contractor collects from the sale or lease of advertisements or advertising space at the bus benches authorized under this Agreement. The City shall have the right to audit such records. If the City elects to conduct an audit, Contractor shall make all appropriate books, records and accounts, including records maintained for payments, made available to the City, or its duly authorized representative, within ten (10) days of a written request by the City. Contractor must preserve all appropriate books, records, and accounts generated during the term of this Agreement, and any extension thereof, for the current year plus three (3) years.

(F) Late payments shall be subject to a five percent (5%) penalty and accrue interest at the rate of one and one-half percent 1½% interest per month. Arrears in excess of ninety (90) days shall be grounds for termination of this Agreement and removal of advertising materials from the benches by the City

(G) Contractor assumes the responsibility to maintain advertising at a level not below seventy percent (70%) of the total number of benches, as determined by the City Manager in his sole discretion, including those in the CRA, which shall be the level at which minimum revenue shall be calculated.

(H) For any breach of the requirements of this Agreement, the City may impose an assessment in the amount of fifty dollars ($50.00) per day, per display.

11. ADVERTISING SPACE RESERVED FOR CITY

(A) Contractor agrees to provide four (4) advertising panels per calendar quarter for City sponsored advertising messages. Any space not utilized in the quarter allocated will not be credited to following quarter. This allocation of free space shall be utilized for public service announcements only. The City shall provide Contractor forty-five (45) days notice of date of intent to use advertising space to facilitate planning and to insure that space is available.

(B) Contractor shall not be required to remove a paying customer's advertisement for the City advertisement. Contractor shall generally not be responsible for paying for public service message materials; but is not prohibited from doing so at Contractor's discretion.

12. INDEMNIFICATION.

Contractor agrees to indemnify, hold harmless, and defend the City from and against any and all claims which may arise out of or otherwise be connected to any action taken or omission made by Contractor under the terms of this Agreement, and any costs related to such claims, including reasonable attorney's fees and costs. Contractor further agrees to indemnify, hold harmless, and defend the City from and against any and all claims which arise from any actions the City is authorized to take under this Agreement in the event of Contractor's breach of this Agreement. For purposes herein, the term, "claims," shall be construed broadly and shall include any cause of action, whether in contract or tort, in law or in equity, and administrative, quasi-judicial, or judicial.

13. INSURANCE.

(A) Within five (5) business days after this Agreement is executed, Contractor shall obtain and maintain in force during the entire term of this Agreement and any extensions thereof, a policy of commercial general liability insurance naming Contractor as insured and the City, its mayor, vice-mayor, council members, officers and employees as additional insured, providing insurance against commercial general liability of all kinds in connection with the bus benches placed by Contractor under this Agreement. The insurance shall be in the amount of $1,000,000. combined single limit coverage for bodily injury and property damage. Contractor shall provide the City with a certificate of insurance naming the City, its mayor, vice-mayor, council members, officers and employees as additional insured in compliance with this paragraph and provide not less than thirty (30) days notice of any cancellation, termination for non-payment or material modification, including renewals, and addenda. All insurance shall be issued by companies

authorized to do business in Florida and rated A VII or better, per A.M. Best's Key Rating Guide, latest edition, unless otherwise approved by the City in the City's sole discretion.

(B) Contractor shall provide evidence of Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with Contractor's operations under this Agreement in an amount of not less than $1,000,000. combined single limit per occurrence for bodily injury and property damage naming the City, its mayor, vice-mayor, council members, officers and employees as additional insured.

(C) Contractor shall maintain Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statutes.

14. TERMINATION.

(A) The parties hereto agree that in the event a court of competent jurisdiction finds that the provisions for the use of the Right of Way for signage as permitted by this Agreement are invalid or otherwise unenforceable, the City shall be authorized to terminate this Agreement, in whole or in part, and shall be held harmless for any costs or expenses incurred by lessee as a result of said termination.

(B) At the termination of the Agreement, all rights, title and interest in said bus benches shall remain vested in Contractor. Contractor shall immediately remove, or cause the removal of said bus benches from the street, sidewalk, right-of-way, and other City property where said bus benches are located, at the request of the City upon the termination of the Agreement, unless extended by the parties hereto, subject to paragraph four of this Agreement. Any damage done to City property as a result of the installation or removal will be corrected by Contractor. The parties hereto agree that the City Manager shall have the right to regulate the location and number of bus benches to be installed by Contractor and shall have the right to request the moving or removal of any bus bench at any time. Upon receipt of such request, Contractor agrees to effect such removal within forty-eight (48) hours of receiving such notification.

15. NOTICES.

In the event that either party should breach any of the terms of the Agreement, the other party shall give notice to the party breaching the terms of this Agreement, in writing, specifically identifying the alleged breach or default. If the breaching party fails within ten (10) days of the notice to cease or cure default or undertake substantial and continuous efforts to cure the default, the other party shall have the right to terminate this Agreement. Any failure of notice of breach or default shall not be deemed to waive future rights and privileges that exist under this Agreement. Notices under this Agreement shall be furnished to the below addresses and phone numbers as designated and any changes shall be effective only upon written notice by certified mail to the appropriate party:

City of Port Orange

Kenneth W. Parker, City Manager
1000 City Center Circle
Port Orange, Florida 32129
386-506-5501

Waverly Media, LLC: Ramara Garrett
3624 South Atlantic Avenue
Daytona Beach Shores, Florida 32118
386-322-3600

16. ASSIGNABILITY.

This Agreement shall not be assigned or sold without the prior written consent of the City, which consent shall not be unreasonably withheld, upon a satisfactory showing of financial security by the proposed assignee.

17. COMPLIANCE WITH LAWS.

Contractor shall obtain any and all necessary city, county and state approvals, permits or licenses of any kind, administrative or regulatory, which might be required as a condition of installing the proposed bus benches at bus stop locations within the City.

18. INDEPENDENT CONTRACTOR.

Contractor, its employees and agents, is an independent contractor, and not an agent or employee of the City. Contractor's employees and agents shall not, under any circumstances, be entitled to Florida Worker's Compensation benefits as employees of the City. Contractor, its employees and agents shall not represent that it or its employees or agents are in any manner employees or agents of the City.

19. BINDING AGREEMENT.

This Agreement shall be binding upon the parties, their heirs, executors, legal representatives, successors and authorized assigns.

20. GOVERNING LAW.

The parties hereto agree that this Agreement shall be construed and enforced under the laws of the State of Florida. In the event of litigation between the parties over any matter arising from or related to this Agreement, venue shall be in Volusia County, Florida, and in no other place.

21. SEVERABILITY.

If any portion of this Agreement shall be adjudged to be invalid, such portion shall be deemed severable, and shall not invalidate or impair the Agreement as a whole or any other provision of the Agreement.

22. ATTORNEYS FEES.

In the event of a dispute that results in litigation, the prevailing party shall be entitled to reasonable attorney's fees and costs.

23. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other contract, oral or otherwise, regarding the subject matter shall be deemed to exist to bind either of the parties hereto except that the terms and conditions of the City's RFP #09-03 Bus Bench Advertising Proposal are incorporated herein by reference and are made a part hereof to the extent not in conflict with the terms and conditions of this Agreement. This Agreement may not be modified or amended except in writing signed by both parties.

24. COUNTERPART EXECUTION.

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 of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date written above.

WITNESSES:

Rebecca L. Groom

Rebecca L. Groom

Print Name

Shirley M. Kelly

Shirley M. Kelly

Printed Name

CITY OF PORT ORANGE

By: Allen Green

Allen Green, Mayor

Attest: Kenneth W. Parker

Kenneth W. Parker
City Manager

WITNESSES:

BARBARA AITKEN

Print Name

JOHN AITKEN

Print Name

WAVERLY MEDIA, LLC,
a Florida limited liability company

By: Ramara Garrett
Ramara Garrett, Managing Member

Attest:
Name/Title: Jim Brown / am

EXTENSION AGREEMENT

THIS EXTENSION OF AGREEMENT ("Extension") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **WAVERLY MEDIA, LLC,** a Florida limited liability corporation whose principal address is 4188 Dairy Court, Suite D, Port Orange, Florida 32127 (the "Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, the Parties entered into an contract on April 6, 2010 (the "Contract") for the maintenance, installation, and replacement of bus benches located at bus stop location within the City of Port Orange as well as the advertising placed thereon; and

WHEREAS, the term of the Contract expires on April 5, 2015; and

WHEREAS, the Parties desire to extend the term of the Contract for a period of time not to exceed120 days, as set forth in this Extension; and

WHEREAS, the City Manager has determined that the execution of this Extension is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. *Term*. The term of the Contract is hereby extended. Notwithstanding the date of execution, this Contract shall be effective commencing April 6, 2015 at midnight and expiring at midnight on August 4, 2015, unless terminated earlier by the City by providing a 10-day notice of termination to the Contractor.

2. *Extension Construction.* This Extension expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Extension shall prevail. Except as otherwise expressly modified herein, the provisions of the Agreement shall remain in full force and effect. Those terms and conditions which have been added or modified herein shall relate back to the initial contract term commencing on April 6, 2010.

3. *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.

(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.

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

4. *Contractor Obligations*. Contractor agrees to comply with all federal, state, county, city, fire, building and land development codes, laws, ordinances and regulations, as may be amended time to time; and with applicable permits and licenses per the City Code of Ordinances.

5. *Counterparts*. This Extension 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 Extension 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 Extension.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

[remainder of page intentionally left blank]

Witnesses:

WAVERLY MEDIA, LLC

By:_____
Kimberly S. Was, Manager

_____
Printed Name:_____

Date:_____

_____
Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Kimberly S. Was, as Manager of Waverly Media, LLC a Florida limited liability 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:_____
David T. Harden, Interim City Manager

_____

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by David T. Harden, as Interim City Manager 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 _____, 2015, 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:

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **04/07/2015**

Consent item: Yes

SUBJECT: Addendum No. 4 Change Order No. 2, Quentin L. Hampton Associates, Inc. Contract for Inspection Services

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve Addendum No. 4 Change Order No. 2 to the Quentin Hampton Associates, Inc. contract.

SUMMARY: This Change Order increases funding by $10,000 to pay for additional time for the contracted construction inspector to work with the newly hired in-house construction inspector to effectively transition existing projects. The additional time is needed because the in-house inspector that was initially anticipated to start work in January or February did not start until March 23. The additional funding will cover the time for training and transition.

Project No.: N/A Funding Account No.: 01-1903-515.31-13

ATTACHMENTS:

1.	Addendum No. 4 Change Order No. 2	Change Order No 2 to Addendum No 4.docx

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Momberger, Margaret	Created/Initiated - 03/26/2015
Clark, Wayne	Approved - 03/27/2015
Riehm, Tracey	Approved - 04/02/2015
Harden, David	Final Approval - 04/02/2015

CHANGE ORDER NO. 2
To Addendum No. 4 dated October 7, 2014 for
Standard Contract for Services dated October 1, 2013
QUENTIN L. HAMPTON ASSOCIATES, INC., Contractor

Project: Construction Inspection Services and Debris Monitoring Services

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES**:
Original Contract Price: $25,000.00	Original Contract Times: Final Completion 365 days
Net changes from previous Change Order: No. 1: $22,000.00	Changes in contract time from previous Change Orders: None
Contract Price prior to this Change Order: $47,000.00	Contract Completion Date prior to this Change Order: Final Completion: September 30, 2015
Net Increase (decrease) of this Change Order No. 2: $10,000.00	Changes in contract time requested this Change Order No. 2: None
Contract Price with all approved Change Orders: $57,000.00	Contract Times with all approved Change Orders: Final Completion: September 30, 2015

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Standard Contract for Services entered into by and between the parties on October 1, 2013.

II. REQUIRED CHANGES: To provide for one full time construction inspector until an in-house construction inspector is hired and trained. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: The Community Development Department has determined that additional time is needed for an interim full-time construction inspector than originally anticipated due to the length of time involved in hiring the new position of in-house inspector. The new in-house construction inspector has been hired and started March 23, 2015. The additional funding will cover enough time to get the new inspector oriented and trained.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services. The City's obligation to pay Contractor under this Change Order No. 2 to Addendum No. 4 of the Standard Contract for Services dated October 1, 2013, shall be limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department

By:_____
Margaret Momberger,
Construction & Engineering Manager

Date Signed:_____

ACCEPTED BY:
QUENTIN L. HAMPTON ASSOCIATES, INC.
Contractor

By:_____
Brad T. Blais,
President

Date Signed:_____

APPROVED BY:
CITY OF PORT ORANGE
(Owner)

By:_____
Allen Green,
Mayor

Date Signed:_____

Affirmed:

_____
Robin L. Fenwick, CMC, City Clerk

Date Signed:_____

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: Yes

SUBJECT: Stormwater Maintenance Progress

DEPARTMENT: Public Works

RECOMMENDED MOTION:

SUMMARY: The attached PowerPoint slides provide an update on the progress of our stormwater facility maintenance program.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Stormwater Maintenance Progress	Stormwater Maintenance Progress.pptx

Silvey, Mike	Created/Initiated - 03/26/2015
Silvey, Mike	Approved - 03/26/2015
Rosen, Alan	Approved - 03/26/2015
Harden, David	Final Approval - 03/31/2015

Storm Water Maintenance Progress Report

Reporting period:

March 6, 2015 to March 25, 2015

Mike Silvey

Interim Public Works Director

Ditch Clearing

- **From March 6 to March 25, 2015 the Minzi Muck completed 4,990 linear feet of mowing and bank stabilization in the Horizon Canal (from I-95 towards Hidden Lakes).**
- **Overall 39,591 linear feet of canals/ditches have been brought back to standard leaving a remainder of 40,409 liner feet.**

Pipe Cleaning

Public Works Crews have:

- **Completed cleaning over 410 linear feet of pipe and Headwalls with the Vaccon truck on Riverside Drive, Ocean Avenue, Halifax Drive, Fleming Avenue and Pelham Drive.**
- **Cleaned and repaired three catch basins on Upland Drive, Fleming Drive, Kendrew, and Marville Circle.**

Pipe Evaluation & Other Repairs

Public Works crews have:

- **Repaired to pipes on Lafayette Street, Quail Court, Riverside Drive, Harms Way, Wood Lake Drive, and Upland Drive. Camera operations were down due to default in the recorder unit. The recorder has been replaced and camera operations have resumed.**

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: Yes

SUBJECT: Historic Tree Removal Request - 3 Raintree Drive

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve the request to remove one historic tree located at 3 Raintree Drive.

SUMMARY: The applicant is requesting to remove one 41-inch diameter live oak tree. The tree has begun to cause damage to the house due to its proximity to the structure and the forces exerted by the root system. The trunk of the tree is within a few feet of the exterior wall of the house. The window near the tree is damaged from the upward pressure of the roots making it difficult to open and close. The sidewalk and driveway next to the tree have become raised.

Based on the location of the tree and damage to the structure and pavement, staff recommends approval of the request to remove one historic 41-inch diameter live oak tree.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Photos of Historic Tree	3 Raintree Drive tree photos.pdf

Momberger, Margaret	Created/Initiated - 03/25/2015
Clark, Wayne	Approved - 03/25/2015
Harden, David	Final Approval - 03/25/2015

TRUNK IN CLOSE PROXIMITY TO THE HOUSE

ROOTS ARE CAUSING UPHEAVAL OF SIDEWALK AND DRIVEWAY

41” LIVE OAK, MAIN TRUNK LEANS HEAVILY TO THE NORTH (LEFT IN THIS PHOTO)

OAK IN FOREGROUND WILL REMAIN.

WINDOW HAS BECOME DIFFICULT TO OPEN AND CLOSE DUE TO ROOT PRESSURE AND UPHEAVAL OF FOUNDATION.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: Yes

SUBJECT: Proposed Right-of-Way License Agreement – 434 North Willow Avenue

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to authorize the Mayor and City Clerk to act on behalf of the City and execute a Right-of Way License Agreement for Lot 47, Block L, of the Baywood Replat Subdivision.

SUMMARY: Staff has received a right-of-way License Agreement application for a portion of the North Willow Avenue right-of-way frontage of Lot 47, Block L, of the Baywood Replat subdivision, located at 434 North Willow Avenue. Scott and Joyce Carrig, the property owners, have made this application in connection with a proposal to construct a driveway apron with decorative pavers within the right-of-way. This area does not have sidewalks. There is a current building permit for a home being built at this location.

The property owners have been advised of applicable requirements and the License Agreement review process. The License Agreement has the effect of requiring the property owner to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should the property owner fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the property owner.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and has no outstanding concerns. City liability concerns are addressed by an indemnity statement in the License Agreement document. The area has been inspected with respect to City Codes and possible effects to adjacent properties resulting in no concerns.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	License Agreement	License Agreement.pdf

Momberger, Margaret	Created/Initiated - 03/24/2015
Clark, Wayne	Approved - 03/24/2015
Roberts, Margaret	Approved - 04/02/2015
Harden, David	Final Approval - 04/02/2015

Return Recorded Document to:
Attention: Records Clerk
1000 City Center Circle
Port Orange FL 32129

This Document Prepared by:

Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, FL 32129

Parcel No.: 6340-03-12-0470

This Space Reserved for Recording Data

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____day of _____, 2015, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and Scott G. Carrig and Joyce C. Carrig, husband and wife, whose mailing address is 413 N. Willow Avenue, Port Orange, FL 32127, ("Licensees").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensees have agreed on an improvement plan, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensees hereby warrant to the City that the Licensees have full power and authority to enter into this Agreement, and that the Licensees agree to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensees are the owners of real property located in the Baywood subdivision, recorded in Map Book 7022, Page 3629, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B;"**; and

WHEREAS, the Licensees hereby acknowledge that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

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

1. The City hereby grants to the Licensees a license to enter upon and to utilize the right-of-way known as Willow Avenue located and situated in Port Orange, Volusia County, Florida, adjacent to the Subject Property, as depicted on **Exhibit "B"** for the purpose of placing decorative pavement over the driveway apron on the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensees jointly and severally assume all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

4. The Licensees agree, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensees and at the sole cost and expense of the Licensees.

5. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensees. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensees may replace the Improvements after the City repair or maintenance; and the Licensees shall be responsible for any and all expenses of the replacement of Improvements.

6. The Licensees agree that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

7. The license granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensees or maintained in their present state by the City and without further right or obligation by the Licensees. If the Licensees terminate this Agreement or otherwise fail to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against all lots located within the development, subdivision or project located within the property

described in **Exhibit "B".** The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

9. This license is given to the Licensees as an accommodation to the Licensees without any consideration. The Licensees acknowledge the legal title of the City to the right-of-way property described herein and agree never to deny such title or to claim title in the Licensees' name.

10. The license is personal to the Licensees and shall not inure to the successors or assigns of the Licensees. The rights, privileges and permission granted herein shall not be assignable by the Licensees in whole or in part. Upon the sale or transfer by the Licensees of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

11. The Licensees shall exercise the rights, privileges and permission granted herein at the Licensees own risk. Licensees shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensees shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensees agree to maintain homeowner's general liability insurance having a minimum coverage of **Three Hundred Thousand Dollars ($300,000.00)**. In the event that the Licensees allow the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensees that the insurance had elapsed or expired. Further, the Licensees shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensees, their invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensees to comply with any of the provisions specified herein, or the City's removal of any improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensees if for any reason the Licensees' use of the Subject Property is hindered or disturbed.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and to Scott G. Carrig and Joyce C. Carrig, 413 N. Willow Avenue, Port Orange, FL 32127, Port Orange, Florida for the Licensees, or as otherwise designated in writing to all respective parties.

13. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensees agree to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

14. This 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 License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this 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:_____
Allen Green, Mayor

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

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Allen Green, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [_] is personally known to me, or [_] has produced _____ as identification.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [_] is personally known to me, or [_] has produced _____ as identification.

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

WITNESSES:

_____
Printed Name: _____

_____
Printed Name:_____

_____
Printed Name: _____

_____
Printed Name: _____

LICENSEES:

_____
Scott G. Carrig

_____
Joyce C. Carrig

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, Scott G. Carrig, who is authorized to execute the foregoing LICENSE AGREEMENT, and who [_] is personally known to me, or [_] has produced _____ as identification.

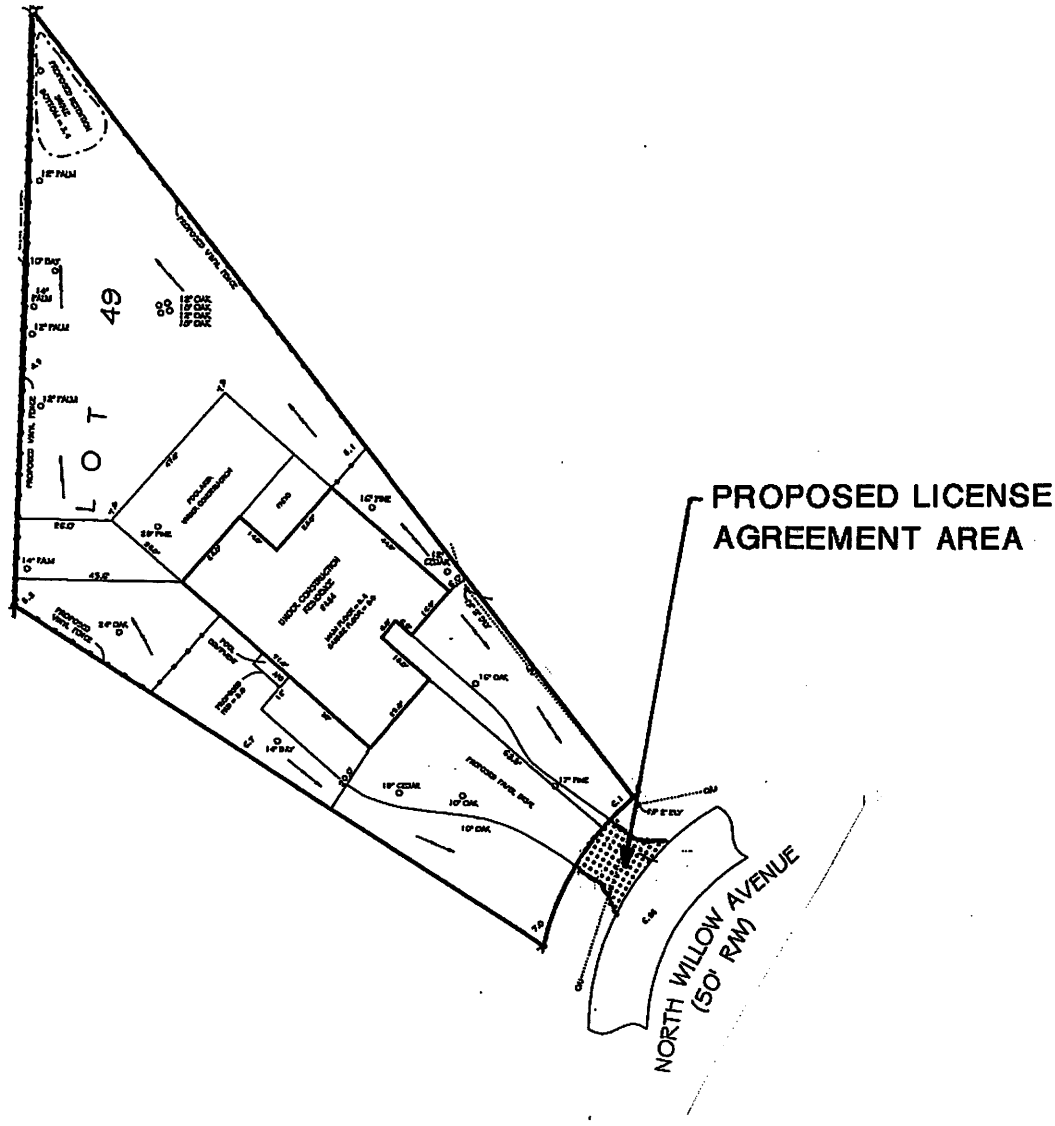
_____
Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, Joyce C. Carrig, who is authorized to execute the foregoing LICENSE AGREEMENT, and who [_] is personally known to me, or [_] has produced _____ as identification.

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

EXHIBIT "A"



Case No.: 15-97500002

Applicants: Scott G. Carrig and Joyce C. Carrig, Property Owners

Location: Lot 47, Block L, Baywood Replat subdivision (434 North Willow Avenue)

Requested Action: To approve and authorize the execution of a right-of-way license agreement for the construction of a decorative paver driveway apron in the North Willow Avenue right-of-way

Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

Exhibit "B"

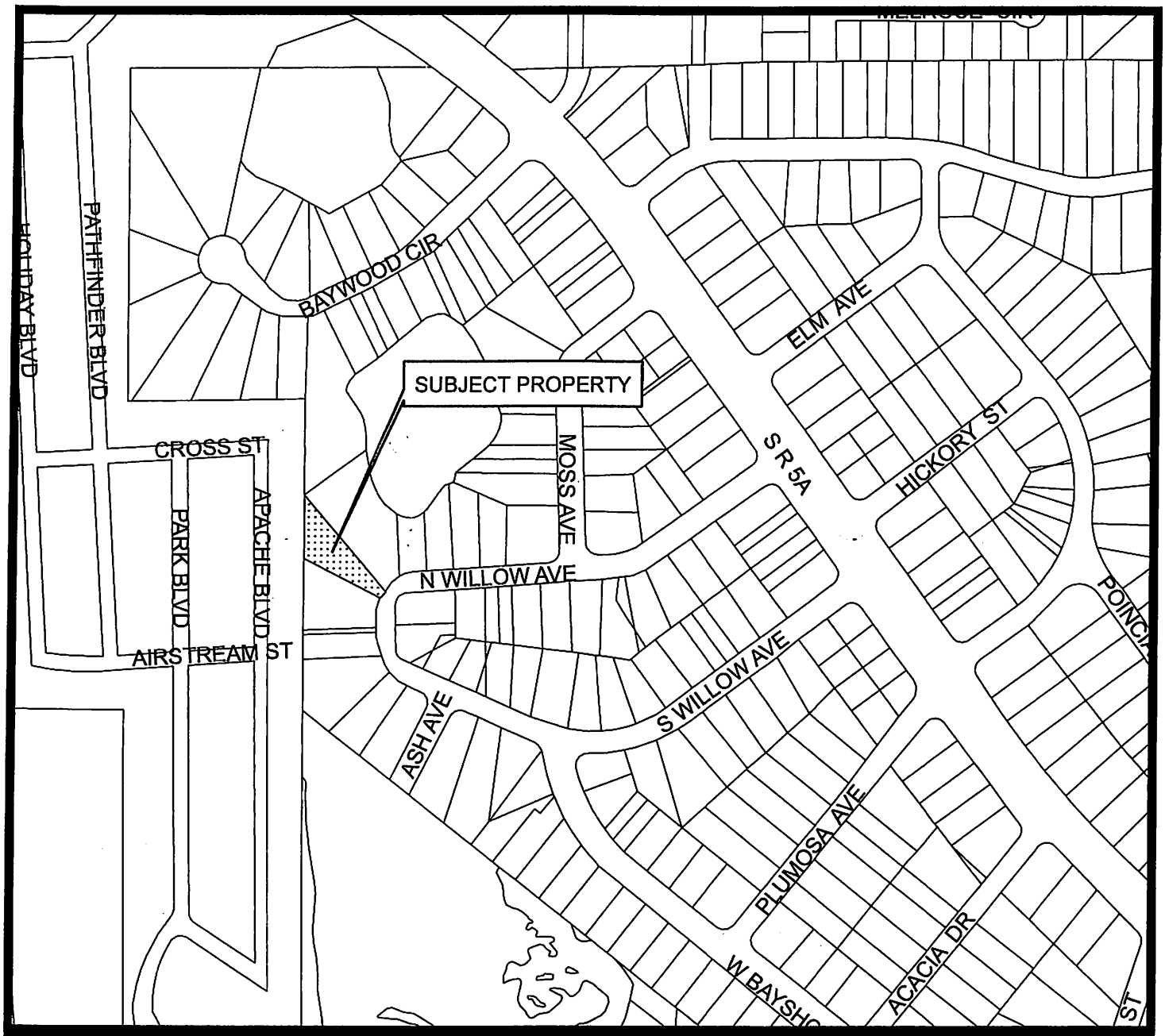
LEGAL DESCRIPTION

Lot 47, Block L, Baywood Replat, as recorded in Map Book 23, Pages 44 and 45, Public Records of Volusia County, Florida

Google earth

feet 100

meters 50



Case No.: 15-97500002

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Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

8/20/2014 11:35 AM Instrument # 2014148925 # 1 Book: 7022 Page: 3629
Doc Stamps $164.50 Transfer Amt $23,500.00

Prepared By and Returned To:
Mary C. Briggs
Watson Title Services, Inc.
1435 West S.R. 434, Suite 109
Longwood, FL 32750
(407) 645-1310
File Number: 3141201
Incident to the issuance of a title insurance contract.

THIS WARRANTY DEED

Made this 16th day of August, 2014 by
FRANCES FUNSTON, AN UNMARRIED WOMAN and KATRINA WILSON, A MARRIED WOMAN

hereinafter called the grantor, to
SCOTT G. CARRIG AND JOYCE C. CARRIG, HUSBAND AND WIFE

whose post office address is:
596 MOONPENNY CIRCLE
PORT ORANGE, FL 32127-4802

hereinafter called the grantee:
(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of **$10.00** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **VOLUSIA** County, Florida, viz:

LOT 47, BLOCK "L", BAYWOOD REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 23, PAGES 44 AND 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Subject to covenants, restrictions, easements of record and taxes for the current year.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the state of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.

Parcel Identification Number: 6340-03-12-0470

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants 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 except taxes accruing subsequent to **December 31, 2013.**

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: (Signature)
Print Name: Sarah L Johnson

Witness #2: (Signature)
Print Name: W. Calvin Craig

KATRINA WILSON
1039 CATHCART STREET
JACKSONVILLE, FL 32211-6328

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 16th day of August, 2014, by **KATRINA WILSON, A MARRIED WOMAN,**
who is personally known to me or who has produced **DRIVERS LICENSE** as identification.

NOTARY PUBLIC (signature)
Print Name: W. Calvin Craig
My Commission Expires:
Stamp/Seal:

W. CALVIN CRAIG
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE182790
Expires 4/22/2016

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness #1: (Signature)
Print Name: Janet Fitzgibbons

Witness #2: (Signature)
Print Name: Jeannie Spini

FRANCES FUNSTON
430 N. WILLOW AVENUE
PORT ORANGE, FL 32127-6152

State of Florida
County of VOLUSIA

The foregoing instrument was acknowledged before me this 18 **day of August, 2014**, by **FRANCES FUNSTON, AN UNMARRIED WOMAN,**
who is personally known to me or who has produced **DRIVERS LICENSE** as identification.

NOTARY PUBLIC (signature)
Print Name:
My Commission Expires:
Stamp/Seal:

Notary Public State of Florida
R E Sluzewski
My Commission EE 870888
Expires 02/03/2017

15-97500002

CITY OF PORT ORANGE

Department of Community Development
Engineering Division

DATE RECEIVED
RECEIVED
MAR 1 8 2015

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 (386) 506-5600 FAX: 386-506-5699
(www.port-orange.org)

APPLICATION FOR IMPROVEMENTS IN THE RIGHT-OF-WAY

Applicant/Owner's Name: Scott & Joyce Carlio
Address: 413 N. Willow Ave. Phone: 386-566-9249
Property Address/Location: 434 N. Willow Ave 6340-03-12-0470
Subdivision Name (If applicable): Baywood Replat
Description of Request: Pavers in Right of Way
Speed Limit for Subject Road: 25 Type of Curbing: None
List Type and Size of any Proposed Shrubs: N/A

List Type and Size of any Proposed Trees: N/A

List Type and Size of Other Improvements (Decorative paving, irrigation, lighting, etc...): See Attached

REQUIRED ATTACHMENTS

- [x] A copy of the property deed
- [x] A sealed property survey
- [x] A detailed sketch of the right-of-way with the proposed landscaping and other improvement information clearly depicted and dimensioned
- [ ] Photos (optional)
- [ ] Letter of approval from the Homeowners Association (HOA) if applicable
- [x] Other documentation (as requested by the City)
- [x] Processing fee ($75)

PLEASE NOTE: ***All utilities must be located prior to planting. Shade trees cannot be planted under overhead lines. The City reserves the right to remove or cause to remove the above listed improvements without obligation to replace the listed improvements. The City reserves the right to require the Licensee to obtain liability insurance in cases where pavers or signage are proposed in the right-of-way.***

REVISED 09/02/11

Property Owner Signature: Scott G Carrig Date: 3/10/15

Property Owner Signature: Joyce C. Carrig Date: 3/10/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this March 10, 2015 by Scott G. Carrig, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

CHERYL H. WARING
MY COMMISSION # EE212875
EXPIRES June 28, 2016
(407) 398-0153
FloridaNotaryService.com

Notary Public, State of Florida

Cheryl H. Waring

Printed Name, Commission & Term Expiration Date:

REVISED 09/02/11

2 ⅜" Full Size Pavers

Dimensions: 6"x9" - Great for use as borders

114 Square Feet per Cube

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: Yes

SUBJECT: Bike Week After Action Report

DEPARTMENT: Police Services

RECOMMENDED MOTION:

SUMMARY: The Port Orange Police Department presents the attached report which details the number of traffic violations, sound violations, activity and complaints that were investigated during Bike Week.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Bike Week After Action Report	Bike Week After Action Report 2015.pdf

Grabowski, Debbie	Created/Initiated - 03/25/2015
Monahan, Gerald	Approved - 03/25/2015
Harden, David	Final Approval - 03/25/2015

PORT ORANGE POLICE DEPARTMENT

MEMORANDUM

TO: **Chief Gerald M. Monahan, Jr.**

FROM: **Sergeant Thomas Aiken –Traffic Unit** TA

DATE: **March 25, 2015**

CC: **File**

FILE: **TA0315.M004**

SUBJECT: **Bike Week 2015 After Action Review**

Bike Week 2015 officially started on Friday 03/06/15, and ran through Sunday 03/15/15. The weather was mostly clear and temperatures variable. The Volusia County area experienced a range of temperatures from the low to mid-eighties during the day with overnight lows in the mid to upper fifties on some nights.

On February 19, 2015 one Florida Department of Transportation (FDOT) Temporary Road Closure Permit regarding the lane closures and alterations on US-1 for The Last Resort was completed and subsequently issued on February 24, 2014. The permit, design and alterations were within Index 6I3 of the Manual on Uniform Traffic Control Devices.

On February 19, 2015 one Florida Department of Transportation (FDOT) Temporary Road Closure Permit regarding the alteration of the roadway in front of the First Turn Steak House was completed and subsequently issued by FDOT on February 24, 2015. The permit, design and alterations were within Index 6I3 of the Manual on Uniform Traffic Control Devices.

Cones, barricades, and light towers were delivered to The Last Resort and First Turn Steak House in advance of the event. They were put into use daily at the Last Resort Bar on Saturday 03/07/15, and from Thursday 03/12/15 through Saturday 03/14/15. Equipment was used nightly at the First Turn Steak House, Thursday 03/12/15 through Saturday 03/14/15.

The Motor Unit's work schedule was adjusted to allow for increased enforcement of traffic violations during the peak times of the event. The one supervisor and four Motor Officers were scheduled to work from 11:00hrs to 22:30hrs Wednesday 03/11/15 through Saturday 03/14/15. Auxiliary Motor Officers B. Johnson, B. Marotte, and T. Yovanovich worked with the Motor Unit during these last four days of the event.

Places of interest within the City of Port Orange

Last Resort Bar:

- No citizen noise complaints were lodged against the business.
- Officers worked traffic details on Saturday 03/07/15 from 14:00hrs to 20:00hrs, and again from Thursday 03/12/15 through Saturday 03/14/15 from 12:00hrs to 20:00hrs.
- No criminal activity observed during the course of the event.
- No noted camping violations observed.

First Turn:

- No citizen noise complaints were lodged against the business.
- Officers worked traffic details on Thursday 03/12/15 and Friday 03/13/15 from 18:00hrs to 21:30hrs. The detail for 03/13/15 went a half-hour longer due to numerous motorcycles parked on the roadway, within the lane closure, necessitating the detail to be extended for safety concerns. The detail initially scheduled for Saturday 03/14/15 from 18:00hrs to 21:00hrs was cancelled by the detail officer (Lt. C. Besuden) due to his involvement with ACV 150002305.
- No criminal activity observed during the course of the event.
- No noted camping violations observed.
- The tapered lane closure was again utilized in front of the establishment, the design for which was approved by FDOT. On Thursday 03/12/15 at shortly after 18:00hrs, there was a traffic crash involving a car vs motorcycle at the end point of the lane closure. The crash was caused by the car making a right turn to head west onto Commonwealth Blvd from the southbound SR5 inside lane, while the motorcycle was proceeding south on SR5 from within the coned off outside lane. A portable "No Right Turn" sign was brought to the detail site and right turns from the southbound inside lane were thereby prohibited. This should be included in the future designs for Bike Week and Biketoberfest FDOT lane closure permit requests. No other traffic crashes were reported at this location.

Whiskey River Saloon:

- There were no issues as the business is for sale and was unoccupied.

Hidden Treasure Restaurant:

- No citizen noise complaints were lodged against the business.
- No parking violations or safety issues were discovered.
- No criminal activity observed during the course of the event.

Roadside Tavern:

- One noise complaint was lodged against the business prior to the start of Bike Week but was unfounded by Patrol. A check of the daily Pass-on logs revealed no noise complaints lodged during the actual event.
- No criminal activity observed during the course of the event.

- No noted camping violations observed.

Wide Open Saloon:

- No citizen noise complaints were lodged against the business.
- No criminal activity observed during the course of the event.
- No noted camping violations observed.

Grumpy's Tavern:

- No citizen noise complaints were lodged against the business.
- No criminal activity observed during the course of the event.
- No noted camping violations observed.

Notable arrests during the event

The Motor Unit made several misdemeanor arrests during the event for DWLS.

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Notable/Motorcycle crashes during the event

150001998 03/05/15 – Hit & Run with injuries involving a motorcycle on Dunlawton Ave @ Village Tr. Although this crash occurred the day before Bike Week officially began, it is noted because the motorcyclist & passenger were here specifically for the event. No further leads on the suspect vehicle.
150002137 03/10/15 – SUV vs motorcycle on Normandy Blvd @ Isabelle Ave without injuries. Driver of the SUV was at fault.
150002153 03/10/15 – Motorcycle vs Car on Ridgewood Ave at the entrance to the Last Resort. Motorcycle pulled out of the driveway and struck a passing vehicle. The motorcyclist was at fault.
150002223 03/12/15 – Motorcycle vs Motorcycle on Nova Rd @ Ridgewood Ave without injuries.
150002225 03/12/15 – Car vs Motorcycle with injuries on Ridgewood Ave @ Commonwealth Blvd. The car made a right turn from the inside southbound lane, turning directly in front of the motorcycle, which was southbound in the outside lane and within the FDOT approved lane closure. The operator and passenger from the motorcycle were transported to Halifax Hospital with non-life threatening injuries.
150002304 03/14/15 – Single vehicle motorcycle crash on Nova Rd by Isabelle Ave. The motorcyclist advised that a vehicle began moving into his lane, causing him to lose control and crash. The operator and passenger were transported to Bert Fish Hospital with non-life threatening injuries.
150002305 03/14/15 – Car vs POPD motorcycle with injuries on Nova Rd by S. Willow Ave. POPD Motor officers were responding to 150002304 when the crash occurred. Ofc. T. Yovanovich was transported to Halifax Hospital for treatment of non-life threatening injuries. The crash was investigated by FHP and the driver of the car was found to be at fault.
150002325 03/15/15 – Car vs Motorcycle without injuries on Commonwealth Blvd @ Isabelle Ave. The car pulled out into the path of the motorcycle.

PORT ORANGE POLICE DEPARTMENT

Citation Summary for the 4-day event.

Traffic citations issued by the Port Orange Police Department during the event from Wednesday 03/11/15 thru Saturday 03/14/15:

- Total Citations Issued- 278
- Traffic citations issued by the Motor Unit: 225
- Traffic citations issued by Patrol Officers: 53
- Total criminal citations issued: 17

Violations for speeding on the eastbound side of the Dunlawton Ave causeway were observed to be significantly reduced again this year. This is likely due in part to the placement of a RADAR Speed Trailer at the beginning of the causeway to raise driver awareness. The department's second RADAR Speed Trailer was deployed on Ridgewood Ave by FS #71 as in previous years.

With the Motor Unit Officers being relieved from responding to school zone assignments and non-injury traffic crashes during peak times of the event, they were afforded the opportunity to conduct sustained enforcement efforts along the Ridgewood Ave, Dunlawton Ave, and Nova Rd corridors.

There was a significant amount of traffic overall within the City during the event with the volume of traffic split between Ridgewood Ave and Dunlawton Ave. Motor officers were assigned to the Ridgewood Ave, Dunlawton Ave and Nova Rd corridors to monitor traffic volume and conduct enforcement. The Nova Rd corridor did not have as high a volume of traffic as seen during Bike Week 2014, but many visitors stopped at the Roadside Tavern. Dunlawton Ave experienced heavy volume daily with motorcycle traffic intermingled with daily local traffic.

There were **no** known citizen calls/complaints received in regards to loud motorcycle exhaust.

Overtime/ Special Detail hours used:

The Port Orange Police Department Traffic Unit (including the Auxiliary Motors) worked a total of **113.78** hours of overtime during the event, which was 15.52 hours less than the requested amount of 129.hrs.

Special traffic details were established at The Last Resort Bar and the First Turn Steak House, with officers working a total of **36.5** special detail hours paid by the businesses.

Respectfully Submitted by:

Sergeant Thomas Aiken

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: Yes

SUBJECT: Intracoastal Waterway Master Plan - Authorization to Submit Grant Request

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to authorize Planning Solutions Corporation to submit a grant request to the Florida Fish and Game Conservation Commission on behalf of the Coastal Communities Coalition for funding an Intracoastal Waterway Master Plan.

SUMMARY: On behalf of the Coastal Communities Coalition, of which Port Orange is a member, Planning Solutions Corporation is requesting approval to submit a grant request to the Florida Fish and Game Conservation Commission. The grant, if approved, would fund development of a master plan for the Intracoastal Waterway through the length of Volusia County as described in the attached letter. There would be no cost to the City of Port Orange.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Grant request	Proposed ICW Master Plan Grant Request.pdf

Fenwick, Robin	Created/Initiated - 04/01/2015
Harden, David	Final Approval - 04/02/2015

Office: 206 N. Beach St, Suite 205 / Daytona Beach, FL 32114
Mail: P.O. Box 4036 / Ormond Beach, FL 32175-4036
Ph. 407-491-9477

MEMORANDUM

TO: Coastal Communities Coalition

(Daytona Beach, Edgewater, Holly Hill, New Smyrna Beach, Oak Hill, Ormond Beach, Port Orange, South Daytona, Volusia County)

FROM: Beth G. Lemke, AICP, President

RE: Intracoastal Waterway Master Plan – Authorization to Submit Grant Request

DATE: March 30, 2015

Purpose

To authorize Planning Solutions Corp to submit a request to the Florida Fish and Wildlife Conservation Commission for funding in the amount of $44,000 to conduct an Intracoastal Waterway Master Plan.

Background

The seven Cities listed above indicated a desire to collaborate in the development of a Master Plan for the Intracoastal Waterway through Volusia County. The plan will address issues common to all of the waterfront communities, while allowing each community to have its own unique focus. The Coastal Community Collaboration has been pursuing funding for the Master Plan for over a year. In December 2014, Volusia County offered $25,000 from the Port Authority to be used to leverage other grant funding for the Master Plan. The City of Oak Hill obtained a grant in 2015, to look at a master plan for revitalizing its waterfront. This plan will be completed in June 2015.

Scope

The purpose of the Master Plan is to promote and maximize the public benefit and enjoyment of the Intracoastal Waterway and connections to other navigable waterways, while identifying and prioritizing the waterway access needs of the coastal communities. The plan will be utilized as a tool to provide a 5-year planning analysis and forecast for the maritime needs of the community, and will include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information.

Management & Collaboration

The plan will be developed with the guidance of a steering committee consisting of each community's City Manager (or designee). A technical steering committee is envisioned to solicit input from agency technical staff, environmental, marine industry and other pertinent interest groups. At least one presentation will be made to each community along the waterway. Public comments will be solicited and considered throughout the process.

Project's Ability to Promote Economic Development

Access to and maintenance of the waterways is critical to the community's sustainability. Boaters in Volusia County currently spend $24.6 million annually on gas, food and drinks at non-marine-related establishments. The current (4/2011) economic impact of the waterway in Volusia County is:

- $235.4 million in business volume
- $53.4 million in personal income
- 1,466 jobs
- $11.2 million in tax revenue

The Intracoastal Waterway Master Plan will enable the coastal communities to utilize the waterway as a transportation mode, to better capitalize on this market sector by identifying, prioritizing and providing additional facilities and improving access.

The East Central Florida Regional Planning Council, acting as the area's Economic Development District adopted the East Central Florida Comprehensive Economic Development Strategy (CEDS) in September 2013. The purpose of this strategy is to bring together the public and private sectors to create an economic roadmap to diversify the Region's economy. An excerpt from the CEDs states: "The East Central Florida Region strives to attract and develop the following existing and new clusters…." (See below) One of the **identified clusters is the Maritime Industry** and Transportation and Logistics.

Office: 206 N. Beach St, Suite 205 / Daytona Beach, FL 32114
Mail: P.O. Box 4036 / Ormond Beach, FL 32175-4036
Ph. 407-491-9477

This funding request is consistent with the East Central Florida CEDS. It states we must move from competition to collaboration. This master plan process is a model for public sector collaboration of economic development resources.

East Central Florida Comprehensive Economic Development Strategy

Unprecedented challenges require innovative solutions for creating jobs and promoting regional prosperity. As a region, we must move from competition to collaboration.

WHAT IS A REGIONAL INNOVATION CLUSTER?

"Regional Innovation Clusters (RIC) are a geographically-bounded, active network of similar, synergistic or complementary organizations which leverage their region's unique competitive strengths to create jobs and broader prosperity" (U.S. Department of Commerce, Economic Development Administration).

Figure 36: Florida's Aviation and Aerospace Cluster (Source: Enterprise Florida)

WHY DO RICS MATTER?

- They create a transition from unemployment or underemployment to high-skill jobs.
- On average, jobs within clusters pay higher wages.
- Regional industries based on inherent place-based advantages are less susceptible to off-shoring.
- They create many new opportunities for American workers.
- They connect disenfranchised communities to new career and educational opportunities.
- They stabilize communities by re-purposing idle manufacturing assets, engaging underutilized human capital, and contributing to improvements in the quality of life.

(Source: U.S. Department of Commerce, Economic Development Administration)

The East Central Florida Region strives to attract and develop the following existing and new clusters:

- Aerospace and Defense
- Agriculture
- Clean Tech and Energy
- Digital Media
- Financial Services and Investment
- Information Technology
- Life Sciences
- Maritime Industry and Transportation and Logistics
- Tourism

Innovative Components which have Applicability to other Local Governments

Area-wide Collaboration of the Coastal Communities - The area wide focus on the collaboration effort can serve as a role model for other areas with applicability around the State. This is the first time in the history of Volusia County that the individual coastal communities have voluntarily joined together to identify and prioritize future waterway needs in a systematic manner.

Waterway Master Planning – Preparing a comprehensive assessment of waterway access needs across jurisdictional boundaries is an innovative concept. Not only will this effort begin to look at waterway access demand and capacity (boardwalks, open spaces, boat ramps, piers, docks, mooring fields) in a comprehensive manner, it will also look comprehensively at environmental conditions, restoration opportunities, economic benefits and working waterfronts potential.

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Mail: P.O. Box 4036 / Ormond Beach, FL 32175-4036
Ph. 407-491-9477

Maritime Industry as Economic Diversification - Looking at the waterways as an economic development engine
Maritime Industry as Economic Diversification - Looking at the waterways as an economic development engine
and providing the accessibility to capitalize on this resource to meet existing demand, capture missed demand that moves through the region but does not stop here and induce additional demand is an innovative approach to economic development.

Volusia County is home to a growing manufacturing workforce supporting more than 430 manufacturing companies. Boston Whaler is a major local manufacturer that is part of a strong production cluster focused on recreational marine. Jayne Fifer, president and CEO of the VMA manufacturing alliance was quoted in the Daytona Beach News Journal recently, saying "…the Boston Whaler boat manufacturing plant in Edgewater… where company officials late last month announced plans to expand that faciltiy by more than 58,000 square feet. The plant, which employs 500 workers, also is set to add at least 46 more jobs over the next three years."

Waterway as Transportation Spine – Recognizing the importance of the waterway as a freight, commuter and recreational transportation mode while understanding the importance of *Multimodal Connections* is innovative with statewide applicability. Connectivity of the waterway to parks, trails, bike paths, and other non-marine related destinations will improve quality of life for all. The plan will assess the use of the waterways as a transportation mode and the intermodal aspects of connections to other modes.

Schedule

The completion of the plan will take approximately one year.

Funding

There is funding available from several different sources that will allow a Master Plan to be conducted for the Intracoastal Waterway in Volusia County with *a minimal local match.* Total funding currently available:

$100,000 – Florida Inland Navigation District - *$100,000 match needed*

$ 25,000 – Volusia County – Port Authority – (Agreed in December)
$ 21,000 – Coastal Communities Coalition (7 Communities x $2,625) – Previously Agreed
$ 10,000 – Oak Hill – Coastal Partnership Initiative Grant – To be completed in June.
$ 56,000 – total funding currently available

$ 54,000 – Current Request to FWCC

$110,000 – Total match

$210,000 – Total Project

Office: 206 N. Beach St, Suite 205 / Daytona Beach, FL 32114
Mail: P.O. Box 4036 / Ormond Beach, FL 32175-4036
Ph. 407-491-9477

Florida Inland Navigation District Funding

- Deadline for request – rolling; to be requested once matching funds are successful
- Non-competitive - set aside by the District (one for each County)
- Up to $100,000 available
- Minimum 50% match required
- Projects must be completed within 2 years, with additional one year extension (3 years maximum)
- Specifically for the purpose of conducting the master plan
- Does not compete with funding for projects under the Waterways Assistance Program

Florida Fish and Wildlife Conservation Commission – Florida Boating Improvement Program (FBIP) – (Subject of this request)

- Requesting $54,000
- Deadline for request – April 9, 2015
- Staff review for completeness/compliance – 30 days of submittal
- Applications to review Committee for scoring – 4th week of June. Those receiving award notified.
- Award recipients sent Grant Agreement to execute – after July 1st, 2015(new fiscal year). Recipient agrees to all conditions of the grant and commits to matching funds.
- Recipient has 90 days to sign agreement

The FWCC grant awards will be known by July. Since there is no deadline for the FIND funding request, the intent is to wait for notification of award from FWCC prior to requesting the funds from FIND. The Cities would be assured that matching funds were available and the amount of funds to be awarded before requesting the set-aside funds from FIND.

Funding in the amount of $54,000 will be requested from FWCC. Planning Solutions Corp, working through the City of Daytona Beach, will act as the project manager and will administer the grants in collaboration with the coastal communities.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-15 - Amending Section 14-26 of the City Code to adopt the most current International Property Maintenance Code (IPMC).

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to adopt Ordinance 2015-15 on first reading.

SUMMARY: In 2010 the City adopted the 2009 International Property Maintenance Code (IPMC) to regulate maintenance of all properties. Prior to that, the City utilized the residential maintenance standards in the Southern Building Code Congress Housing Code that was phased out with adoption of the Florida State Building Code. The IPMC regulates maintenance of items such as swimming pools, siding, roofing, doors, windows, exterior and interior stairs, handrails, guardrails, pests, light and ventilation and others.

Local amendments were included to preserve essential elements of the Code of Ordinances, provide uniformity with State-mandated codes and to allow for effective maintenance procedures.

The IPMC is updated from time to time and the most current version is now the 2015 IPMC. The proposed ordinance would adopt the most current version of the IPMC instead of a specific edition and retain the local amendments located in Chapter 14, Article II, Section 14-27 as adopted in 2010.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ordinance 2015-15	.pdf

Hutchison, Chris	Created/Initiated - 03/23/2015
Clark, Wayne	Approved - 03/24/2015
Roberts, Margaret	Approved - 04/02/2015
Harden, David	Final Approval - 04/02/2015

ORDINANCE NO. 2015-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE CITY OF PORT ORANGE CODE OF ORDINANCES; AMENDING CHAPTER 14, SECTIONS 14-26 AND 14-27, RELATING TO ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; PROVIDING FOR PROTECTION OF COPYRIGHT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under its home rule powers, the City of Port Orange may regulate and govern property maintenance to unsure the well-being of its citizens; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety, and welfare of the citizens and businesses within the City to adopt the most recent version of the International Property Maintenance Code, as adopted by the International Code Council, subjects to the amendments and deletions adopted by City Council; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 14, Article II, Section 14-26 of the Code of Ordinances, to read as follow:

Chapter 14 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE II. – PROPERTY MAINTENANCE CODE

Section 14-26. - Adoption, amendments and deletions to the International Property Maintenance Code.

With the exception of the amendments and deletions referenced in section 14-27, the city hereby adopts and incorporates into the Code of Ordinances the ~~2009~~ current edition of the International Property Maintenance Code (IPMC), as amended ~~from time to time~~ every three years, and published by the International Code Council~~, attached as~~

~~appendix "A" to Ordinance No. 2010-16~~. With these changes, this article shall be hereafter known as the Property Maintenance Code (PMC), referred to also as "this code". Copies of the current IPMC, together with ~~Ordinance No. 2010-16 incorporating~~ the City's amendments and deletions thereto, shall be on file in the Office of the City Clerk of the City of Port Orange for inspection only. The current edition of the IPMC is available to the public for free online at www.iccsafe.org.

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 14, Aricle II, Section 14-27 of the Code of Ordinances, to read as follows:

Chapter 14 – BUILDINGS AND BUILDING REGULATIONS
ARTICLE II. – PROPERTY MAINTENANCE CODE
Section 14-27. - Amendments to the International Property Maintenance Code (IPMC).

The following sections and subsections of the ~~2009~~ current edition of the IPMC are hereby amended to read as follows:

(1) – (19) [*Remain Unchanged*]

SECTION 3: COPYRIGHT PROTECTION.
The IPMC is copyrighted material. A copy of the IPMC shall be kept on file with the City Clerk's Office for viewing and inspection only. No copies may be reproduced without first attaining the express written consent of the International Code Council. The IPMC is available to the public for free online at www.iccsafe.org.

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: CODIFICATION.
The provisions of this Ordinance shall become and be made a part of the City of Port Orange Code of Ordinances and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 6: 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 7: EFFECTIVE DATE.
This Ordinance shall take effect immediately upon adoption.

_____
MAYOR ALLEN GREEN

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: _____
Assistant City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: No

SUBJECT: Kemper Sports Management, Inc. Contract Addendum and Budget Modification

DEPARTMENT: Parks & Recreation

RECOMMENDED MOTION: To approve amending the golf course management agreement and modifying the golf course budget during the renovation period.

SUMMARY: In preparation for the upcoming renovation of the Cypress Head golf course, the City has negotiated with Kemper Sports regarding the management fee to be paid by the City during the six (6) month renovation period from May 1 - Nov. 1.

In option one, Kemper has offered to waive the entire management fee for the duration of the renovation period, in exchange for a six (6) month extension of the existing agreement.

In option two, Kemper has offered to reduce its management fee by 50% for the duration of the renovation period, without any extension of the original agreement.

In addition to the management fee modification, each of the two options provides for an amended budget that will govern during the renovation period.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Contract Addendum (Option 1) - zero fee + extension	Kemper Contract Addendum (Option 1).pdf
2.	Contract Addendum (Option 2) - 50% reduction + no extension	Kemper Contract Addendnum (Oprtion 2).pdf

Jones, Matthew	Created/Initiated - 03/27/2015
Lovallo, Susan	Approved - 03/30/2015
Riehm, Tracey	Approved - 03/31/2015
Roberts, Margaret	Approved - 04/02/2015
Harden, David	Final Approval - 04/02/2015

CONTRACT ADDENDUM NO. 1 TO AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES

This Addendum No. 1 (hereinafter referred to as the "Contract Addendum") is entered into by and between **KEMPER SPORTS MANAGEMENT, INC.**, whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties"), and relates to that certain Agreement for Golf Course Management Services between the parties dated September 18, 2012 (hereinafter referred to as "the Agreement").

WITNESSETH:

WHEREAS, the City desires to renovate the golf course during the term of the Agreement; and

WHEREAS, the Contractor's management services, previously bargained for in the Agreement, will be significantly reduced while the golf course is closed for renovations; and

WHEREAS, the Parties desire to adjust the fixed management fee set forth in the Agreement considering the reduced management responsibilities; and

WHEREAS, the City deems it necessary to expressly modify the budgeted expenses authorized during temporary golf course closure for renovation.

NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

1. This Contract Addendum expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail. The defined terms used herein shall have the same meaning as defined in the Agreement.

2. Contractor hereby agrees to waive its Fixed Management Fee that would otherwise be payable to Contractor in accordance with the terms of Section 3.A of the Agreement during each of the following months during calendar year 2015: May, June, July, August, September and October (the "Renovation Period"). Beginning with November, 2015, payment of the monthly Fixed Management Fee in accordance with Section 3.A of the Agreement shall resume.

3. The expiration date of the Agreement as set forth in the first sentence of Section 6 "Term" is hereby extended from September 30, 2017 to March 31, 2018.

4. In addition to the day-to-day maintenance obligations set forth in the Agreement, Contractor shall be responsible for overseeing the course renovations as described in Bid #15-19 of the City of Port Orange.

5. The City hereby adopts the attached modified budget (Exhibit "A") to serve as the budget of expenses at the golf course during the six (6) month Renovation Period. In the event that the Contractor faces an unanticipated expenditure that is reasonable and necessary to carry out the provisions of this Contract Addendum or the Agreement, Contractor shall obtain prior written authorization from City Council prior to incurring the expense.

6. Except as otherwise expressly modified herein, the provisions of the Agreement shall remain in full force and effect.

7. This Contract Addendum 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

Contract Addendum 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 Contract Addendum.

8. Each person signing this Contract Addendum warrants that he or she is duly authorized to do so and to bind the respective party to the Contract Addendum.

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

Witnesses:

KEMPER SPORTS MANAGEMENT, INC.

_____
Printed Name:_____

By:_____
Printed Name: _____
Title: _____

_____
Printed Name:_____

Date:_____

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ Allen Green, Mayor

_____ Date:_____

Printed Name:_____

Witnesses:

ATTEST:

_____ By:_____

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

_____ Date:_____

Printed Name:_____

[CA #3883]

Contract Addendum Exhibit "A"

KemperSports

Option A

Cypress Head GC - Renovation Expenses Full Banquet renovationsSummer 2015

Description	May	June	July	August	September	October	Total
Maintenance Department							
Hourly - 9 employees	12,050	12,050	12,050	12,050	12,050	12,050	72,300
Salary - Superintendant/Assistant	6,650	6,650	6,650	6,650	6,650	6,650	39,900
Payroll Benefits	3,411	3,411	3,411	3,411	3,411	3,411	20,466
Payroll - FICA	1,450	1,450	1,450	1,450	1,450	1,450	8,700
Payroll - U.C.	116	116	116	116	116	116	697
Payroll - W.C	410	410	410	410	410	410	2,463
Payroll Expense	**24,088**	**24,088**	**24,088**	**24,088**	**24,088**	**24,088**	**144,526**
Course Accessories	-	-	-	-	500	1,000	1,500
Fertilizer	3,554	2,505	3,880	475	3,394	3,952	17,759
Flowers/Decor	-	-	-	-	-	3,750	3,750
Fuel	1,275	1,275	1,275	1,275	1,275	1,275	7,650
Fungicides	800	-	-	-	-	750	1,550
Herbicides	185	918	1,953	1,116	1,960	3,286	9,417
Insecticides	-	225	3,000	3,200	2,500	1,500	10,425
Sand/Topdress	1,750	-	-	-	600	-	2,350
Irrigation	125	600	125	125	1,400	350	2,725
Repair & Maint - Equipment	1,500	1,500	1,500	1,500	1,500	1,500	9,000
Equipment Lease	4,495	4,495	4,495	4,495	4,495	4,905	27,380
Utlities - Electric	157	164	224	280	328	299	1,452
Utlities - Other	2,360	1,945	1,126	1,642	1,374	1,100	9,548
Utlities - Telephone/Fax	101	101	101	101	101	101	604
Utlities - Water	197	168	168	209	370	316	1,429
Education & Training - Certifications	306	-	50	-	-	-	356
O/S - Other	-	1,900	-	-	-	-	1,900
Profession Dues - Certifications	-	-	-	200	-	-	200
Travel - Other - Car allowance	300	300	300	300	300	300	1,800
Operating Expenses	**17,104**	**16,096**	**18,197**	**14,917**	**20,097**	**24,384**	**110,795**
Cart Department							
Cart Staff 1/2 month prior to open	-	-	-	-	-	2,150	2,150
Payroll Benefits	-	-	-	-	-	200	200
Payroll - FICA	-	-	-	-	-	200	200
Payroll - U.C.	-	-	-	-	-	75	75
Payroll - W.C	-	-	-	-	-	25	25
Total Payroll Expense	-	-	-	-	-	**2,650**	**2,650**
Cart Lease Payments							-
Utilities - Electric	100	100	100	100	100	100	600
Operating Expenses	**100**	**100**	**100**	**100**	**100**	**2,750**	**3,250**
Driving Range							
Range Revenues if open	2,250	2,250	2,250	2,250	2,250	2,250	**13,500**
Range Balls Expense - if open	-	-	-	5,000	-	-	5,000
Operating Expenses	-	-	-	**5,000**	-	-	**5,000**
Golf Shop Department							
Shop Staff 1/2 month prior to open	-	-	-	-	-	2,150	2,150
Payroll Benefits	-	-	-	-	-	250	250
Payroll - FICA	-	-	-	-	-	200	200
Payroll - U.C.	-	-	-	-	-	75	75
Payroll - W.C	-	-	-	-	-	25	25
Payroll Expense	-	-	-	-	-	2,700	**2,700**
Retail Golf Shop Revenues if open	750	750	750	750	750	750	**4,500**
Merchandise Expense	**525**	**525**	**525**	**525**	**525**	**525**	**3,150**

G&A							
G&A Salary GM/Controller	7,751	7,751	7,751	7,751	7,751	7,751	46,504
Payroll Benefits	1,931	1,931	1,931	1,931	1,931	1,931	11,586
Payroll - FICA	593	593	593	593	593	593	3,558
Payroll - U.C.	25	25	25	25	25	25	150
Payroll - W.C	167	167	167	167	167	167	1,000
Payroll Expense	**10,466**	**10,466**	**10,466**	**10,466**	**10,466**	**10,466**	**62,798**
Office Supplies	50	50	50	50	50	50	299
Alarm System	90	90	90	90	90	90	540
Computer Service	235	235	235	235	235	235	1,409
Pest Control Quarterly payment	-	285	-	-	285	-	570
Off-Site Storage	157	157	157	157	157	157	942
Utilities - Other	1,000	1,000	1,000	1,000	1,000	2,550	7,550
Utilities - Telephone/Fax	141	121	107	100	101	150	720
Bank Charges	189	188	187	198	190	137	1,089
Cell Phone	175	175	175	175	175	175	1,050
Copier/Photocopies	35	35	35	35	35	35	210
Credit Card Discounts	75	75	75	75	75	75	450
Dues & Subscriptions	-	421	-	-	40	75	536
Insurance Expense	3,569	3,453	3,733	3,733	3,733	3,317	21,537
Payroll Processing Fee	146	167	198	131	122	250	1,013
Postage/Shipping	65	65	65	65	65	65	390
Tax/Licenses/Fees	-	-	-	38	45	-	83
Travel - Other	586	144	481	1,368	418	450	3,446
Operating Expenses	**6,512**	**6,661**	**6,587**	**7,449**	**6,814**	**7,811**	**41,835**
F&B Department							
Salary/Hourly 1/2 month prior to open	-	-	-	-	-	6,500	6,500
Payroll Benefits	-	-	-	-	-	1,100	1,100
Payroll - FICA	-	-	-	-	-	500	500
Payroll - U.C.	-	-	-	-	-	50	50
Payroll - W.C	-	-	-	-	-	167	167
Payroll Expense	**-**	**-**	**-**	**-**	**-**	**8,317**	**8,317**
Sales & Marketing Department							
Salary	1,950	1,695	1,695	3,060	3,060	3,060	14,520
Payroll Benefits	185	-	-	375	375	375	1,309
Payroll - FICA	125	-	-	234	234	234	827
Payroll - U.C.	8	-	-	8	8	8	31
Payroll - W.C	35	-	-	65	65	65	230
Payroll Expense	**2,303**	**1,695**	**1,695**	**3,741**	**3,741**	**3,741**	**16,916**
Adv/Promo - Mktg/Bus Dev	1,031	700	700	7,500	10,000	15,000	34,931
Website Expense	-	2,100	-	-	-	-	2,100
Operating Expenses	**1,031**	**2,800**	**700**	**7,500**	**10,000**	**15,000**	**37,031**
Facility Totals							
Monthly Payroll Total	**36,857**	**36,249**	**36,249**	**38,295**	**38,295**	**51,962**	**237,907**
Monthly Expenses Total	**25,272**	**26,183**	**26,109**	**35,491**	**37,536**	**50,470**	**201,061**
Monthly Management Fees	**0**	**0**	**0**	**0**	**0**	**0**	**-**
Monthly Total	**62,129**	**62,432**	**62,358**	**73,786**	**75,831**	**102,432**	**438,968**
Monthly Revenue	3,000	3,000	3,000	3,000	3,000	3,000	**18,000**
Proj. Soft Costs	**59,129**	**59,432**	**59,358**	**70,786**	**72,831**	**99,432**	**420,968**
*Cart Lease Payments - city payment to city	6,032	6,032	6,032	6,032	6,032	6,032	36,192

The information contained in this pro forma is based on assumptions and future events and does not take into account, nor make provision for, any rise or decline in local or general economic conditions and other circumstances that may have significant adverse effects on actual results. These projections have been prepared based on current information available. KemperSports cannot, and does not, warrant or guarantee the information contained in this pro forma to be a projection of actual results of the operation of this facility.

CONTRACT ADDENDUM NO. 1 TO AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES

This Addendum No. 1 (hereinafter referred to as the "Contract Addendum") is entered into by and between **KEMPER SPORTS MANAGEMENT, INC.**, whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties"), and relates to that certain Agreement for Golf Course Management Services between the parties dated September 18, 2012 (hereinafter referred to as "the Agreement").

WITNESSETH:

WHEREAS, the City desires to renovate the golf course during the term of the Agreement; and

WHEREAS, the Contractor's management services, previously bargained for in the Agreement, will be significantly reduced while the golf course is closed for renovations; and

WHEREAS, the Parties desire to adjust the fixed management fee set forth in the Agreement considering the reduced management responsibilities; and

WHEREAS, the City deems it necessary to modify the budgeted expenses authorized during temporary golf course closure for renovation.

NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

1. This Contract Addendum expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail. The defined terms used herein shall have the same meaning as defined in the Agreement.

2. Contractor hereby agrees to temporarily reduce that portion of its Fixed Management Fee that would otherwise be payable to Contractor in accordance with the terms of Section 3.A of the Agreement during each of the following months during calendar year 2015: May, June, July, August, September and October (the "Renovation Period") by fifty percent (50%). Beginning with November, 2015, payment of the monthly Fixed Management Fee in accordance with Section 3.A of the Agreement shall resume.

3. In addition to the day-to-day maintenance obligations set forth in the Agreement, Contractor shall be responsible for overseeing the course renovations as described in Bid #15-19 of the City of Port Orange.

4. The City hereby adopts the attached modified budget (Exhibit "A") to serve as the budget of expenses at the golf course during the six (6) month Renovation Period. In the event that the Contractor faces an unanticipated expenditure that is reasonable and necessary to carry out the provisions of this Contract Addendum or the Agreement, Contractor shall obtain prior written authorization from City Council prior to incurring the expense.

5. Except as otherwise expressly modified herein, the provisions of the Agreement shall remain in full force and effect.

6. This Contract Addendum 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 Contract Addendum 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 Contract Addendum.

7. Each person signing this Contract Addendum warrants that he or she is duly authorized to do so and to bind the respective party to the Contract Addendum.

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

Witnesses:

KEMPER SPORTS MANAGEMENT, INC.

_____

Printed Name:_____

By:_____

Printed Name: _____

Title: _____

_____

Printed Name:_____

Date:_____

Witnesses:

CITY OF PORT ORANGE

_____ By:_____
Printed Name:_____ Allen Green, Mayor

_____ Date:_____
Printed Name:_____

Witnesses:

ATTEST:

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

_____ Date:_____
Printed Name:_____

[CA #3883]

Contract Addendum Exhibit "A"

KemperSports

Option B

Cypress Head GC - Renovation Expenses Full Banquet renovationsSummer 2015

Description	May	June	July	August	September	October	Total
Maintenance Department							
Hourly - 9 employees	12,050	12,050	12,050	12,050	12,050	12,050	72,300
Salary - Superintendant/Assistant	6,650	6,650	6,650	6,650	6,650	6,650	39,900
Payroll Benefits	3,411	3,411	3,411	3,411	3,411	3,411	20,466
Payroll - FICA	1,450	1,450	1,450	1,450	1,450	1,450	8,700
Payroll - U.C.	116	116	116	116	116	116	697
Payroll - W.C	410	410	410	410	410	410	2,463
Payroll Expense	**24,088**	**24,088**	**24,088**	**24,088**	**24,088**	**24,088**	**144,526**
Course Accessories	-	-	-	-	500	1,000	1,500
Fertilizer	3,554	2,505	3,880	475	3,394	3,952	17,759
Flowers/Decor	-	-	-	-	-	3,750	3,750
Fuel	1,275	1,275	1,275	1,275	1,275	1,275	7,650
Fungicides	800	-	-	-	-	750	1,550
Herbicides	185	918	1,953	1,116	1,960	3,286	9,417
Insecticides	-	225	3,000	3,200	2,500	1,500	10,425
Sand/Topdress	1,750	-	-	-	600	-	2,350
Irrigation	125	600	125	125	1,400	350	2,725
Repair & Maint - Equipment	1,500	1,500	1,500	1,500	1,500	1,500	9,000
Equipment Lease	4,495	4,495	4,495	4,495	4,495	4,905	27,380
Utlities - Electric	157	164	224	280	328	299	1,452
Utlities - Other	2,360	1,945	1,126	1,642	1,374	1,100	9,548
Utlities - Telephone/Fax	101	101	101	101	101	101	604
Utlities - Water	197	168	168	209	370	316	1,429
Education & Training - Certifications	306	-	50	-	-	-	356
O/S - Other	-	1,900	-	-	-	-	1,900
Profession Dues - Certifications	-	-	-	200	-	-	200
Travel - Other - Car allowance	300	300	300	300	300	300	1,800
Operating Expenses	**17,104**	**16,096**	**18,197**	**14,917**	**20,097**	**24,384**	**110,795**
Cart Department							
Cart Staff 1/2 month prior to open	-	-	-	-	-	2,150	2,150
Payroll Benefits	-	-	-	-	-	200	200
Payroll - FICA	-	-	-	-	-	200	200
Payroll - U.C.	-	-	-	-	-	75	75
Payroll - W.C	-	-	-	-	-	25	25
Total Payroll Expense	-	-	-	-	-	**2,650**	**2,650**
Cart Lease Payments							-
Utilities - Electric	100	100	100	100	100	100	600
Operating Expenses	**100**	**100**	**100**	**100**	**100**	**2,750**	**3,250**
Driving Range							
Range Revenues if open	2,250	2,250	2,250	2,250	2,250	2,250	**13,500**
Range Balls Expense - if open	-	-	-	5,000	-	-	5,000
Operating Expenses	-	-	-	**5,000**	-	-	**5,000**
Golf Shop Department							
Shop Staff 1/2 month prior to open	-	-	-	-	-	2,150	2,150
Payroll Benefits	-	-	-	-	-	250	250
Payroll - FICA	-	-	-	-	-	200	200
Payroll - U.C.	-	-	-	-	-	75	75
Payroll - W.C	-	-	-	-	-	25	25
Payroll Expense	-	-	-	-	-	2,700	**2,700**
Retail Golf Shop Revenues if open	750	750	750	750	750	750	**4,500**
Merchandise Expense	**525**	**525**	**525**	**525**	**525**	**525**	**3,150**

G&A							
G&A Salary GM/Controller	7,751	7,751	7,751	7,751	7,751	7,751	46,504
Payroll Benefits	1,931	1,931	1,931	1,931	1,931	1,931	11,586
Payroll - FICA	593	593	593	593	593	593	3,558
Payroll - U.C.	25	25	25	25	25	25	150
Payroll - W.C	167	167	167	167	167	167	1,000
Payroll Expense	**10,466**	**10,466**	**10,466**	**10,466**	**10,466**	**10,466**	**62,798**
Office Supplies	50	50	50	50	50	50	299
Alarm System	90	90	90	90	90	90	540
Computer Service	235	235	235	235	235	235	1,409
Pest Control Quarterly payment	-	285	-	-	285	-	570
Off-Site Storage	157	157	157	157	157	157	942
Utilities - Other	1,000	1,000	1,000	1,000	1,000	2,550	7,550
Utilities - Telephone/Fax	141	121	107	100	101	150	720
Bank Charges	189	188	187	198	190	137	1,089
Cell Phone	175	175	175	175	175	175	1,050
Copier/Photocopies	35	35	35	35	35	35	210
Credit Card Discounts	75	75	75	75	75	75	450
Dues & Subscriptions	-	421	-	-	40	75	536
Insurance Expense	3,569	3,453	3,733	3,733	3,733	3,317	21,537
Payroll Processing Fee	146	167	198	131	122	250	1,013
Postage/Shipping	65	65	65	65	65	65	390
Tax/Licenses/Fees	-	-	-	38	45	-	83
Travel - Other	586	144	481	1,368	418	450	3,446
Operating Expenses	**6,512**	**6,661**	**6,587**	**7,449**	**6,814**	**7,811**	**41,835**
F&B Department							
Salary/Hourly 1/2 month prior to open	-	-	-	-	-	6,500	6,500
Payroll Benefits	-	-	-	-	-	1,100	1,100
Payroll - FICA	-	-	-	-	-	500	500
Payroll - U.C.	-	-	-	-	-	50	50
Payroll - W.C	-	-	-	-	-	167	167
Payroll Expense	**-**	**-**	**-**	**-**	**-**	**8,317**	**8,317**
Sales & Marketing Department							
Salary	1,950	1,695	1,695	3,060	3,060	3,060	14,520
Payroll Benefits	185	-	-	375	375	375	1,309
Payroll - FICA	125	-	-	234	234	234	827
Payroll - U.C.	8	-	-	8	8	8	31
Payroll - W.C	35	-	-	65	65	65	230
Payroll Expense	**2,303**	**1,695**	**1,695**	**3,741**	**3,741**	**3,741**	**16,916**
Adv/Promo - Mktg/Bus Dev	1,031	700	700	7,500	10,000	15,000	34,931
Website Expense	-	2,100	-	-	-	-	2,100
Operating Expenses	**1,031**	**2,800**	**700**	**7,500**	**10,000**	**15,000**	**37,031**
Facility Totals							
Monthly Payroll Total	**36,857**	**36,249**	**36,249**	**38,295**	**38,295**	**51,962**	**237,907**
Monthly Expenses Total	**25,272**	**26,183**	**26,109**	**35,491**	**37,536**	**50,470**	**201,061**
Monthly Management Fees	**0**	**0**	**0**	**7370**	**7370**	**7591**	**22,331**
Monthly Total	**62,129**	**62,432**	**62,358**	**81,156**	**83,201**	**110,023**	**461,299**
Monthly Revenue	3,000	3,000	3,000	3,000	3,000	3,000	**18,000**
Proj. Soft Costs	**59,129**	**59,432**	**59,358**	**78,156**	**80,201**	**107,023**	**443,299**
*Cart Lease Payments - city payment to city	6,032	6,032	6,032	6,032	6,032	6,032	36,192

The information contained in this pro forma is based on assumptions and future events and does not take into account, nor make provision for, any rise or decline in local or general economic conditions and other circumstances that may have significant adverse effects on actual results. These projections have been prepared based on current information available. KemperSports cannot, and does not, warrant or guarantee the information contained in this pro forma to be a projection of actual results of the operation of this facility.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: No

SUBJECT: Appropriation of unused funds from Cambridge Canal Stabilization Project Phase II

DEPARTMENT: Public Works

RECOMMENDED MOTION: Provide direction on unused funds related to the Cambridge Stabilization Project.

SUMMARY: The Cambridge Stabilization project was originally budgeted for $1,297,500. for the following purposes:

Phase I – Completing the bank hardening along Trailwood Drive between the bridge over the Cambridge Canal and the south end of the property located at 5910 Trailwood (approximately 650 feet), installing a debris rake and completing associated improvements to the Cambridge Pump Station.

Phase II – Completing the bank hardening along the canal between Taylor Road and a point west of Spruce Creek Road bridge (approximately 3,168 feet).

The City requested $650,000 from the State for this project, and transferred $647,500 from the General Fund to fully fund the project. The City received $1,297,500 from the State with no match required. Consequently, the $647,500 transfer from the General Fund is no longer needed for this project. Staff rechecked with the State to ensure that the use of these funds for other purposes was allowable and the State agreed.

As Council has expressed, there are many pressing issues in stormwater and other areas that need to be addressed. Attachment A is a list of recommended uses for the $647,000. Staff is requesting approval of this recommendation or other direction.

Recommended uses include:
1. Implementing a portion of the recently accepted compensation and classification study for civil service positions.
2. Virginia Avenue drainage improvements
3. Engineering Sleepy Hollow and Monroe drainage projects in order to have them shovel ready, and
4. Our pipe lining program

The first phase of the classification and compensation implementation would create the new suggested classifications and bring all civil service employees to the new minimum salary range identified in the compensation and classification study. The estimated cost of this change for the last 6 months of this fiscal year is approximately $60,000 and this

number will decrease each week until such time as this change is implemented (if implemented this fiscal year).

The current annualized cost of this change is approximately $120,000. This additional cost, if approved, will be rolled into the budget for fiscal year 2015-16 and become part of the base budget. However, in order to fully implement the recommendations of the compensation and classification study, additional changes would need to be made in subsequent years.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Recdommended Uses for Unused Funds	Recommended Uses for Unused Funds.pptx

Rosen, Alan	Created/Initiated - 03/17/2015
Silvey, Mike	Approved - 03/26/2015
Steinebach, Donna	Approved - 03/27/2015
Riehm, Tracey	Approved - 04/02/2015
Harden, David	Final Approval - 04/02/2015

Appropriation of Unused Funds (Cambridge Stabilization Project)

City Council Meeting

April 7, 2015

History

- **Cambridge stabilization project**
  - **Bank hardening**
  - **Install debris rake and associated improvements**

History

Cost/Revenue History	Amount
Cost	$1,297,500
Grant Request	$650,000
Transfer from General Fund	$647,500
Actual Grant Amount	$1,297,500
Amount Available for Use	$647,500

Match not required from State

Recommended Uses

#	Recommendation	Estimated Cost
	Implement Phase 1 of Classification and Compensation Study (Civil Service)	$60,000
	Virginia Ave Drainage Improvements	60,000
	Engineering for Sleepy Hollow Drainage Project	100,000
	Engineering for Monroe Drainage Improvements	150,000
	Pipe Lining	277,000
		$647,000

Recommended Uses

Implementation of phase 1 of the comp. and class. Plan

- **What it *does***
  - Begins to implement new classification system
  - Increases wages for *only Civil Service, non-union* positions that are currently making less than the minimum under the new pay scale
  - ½ year implementation cost of approximately $60,000 (less budgetary impact as year progresses)
  - Ongoing cost of approximately $120,000/Yr
  - Adjusts pay scales to comparable organizations
- **What it does *not do***
  - Adjust wages for those outside of civil service and those covered by a bargaining agreement
  - Increase wages based on time in grade

Recommended Uses

Implementation of phase 1 of the comp. and class. Plan

- If Phase 1 is approved, the base budget will reflect these changes for FY 2015-16.

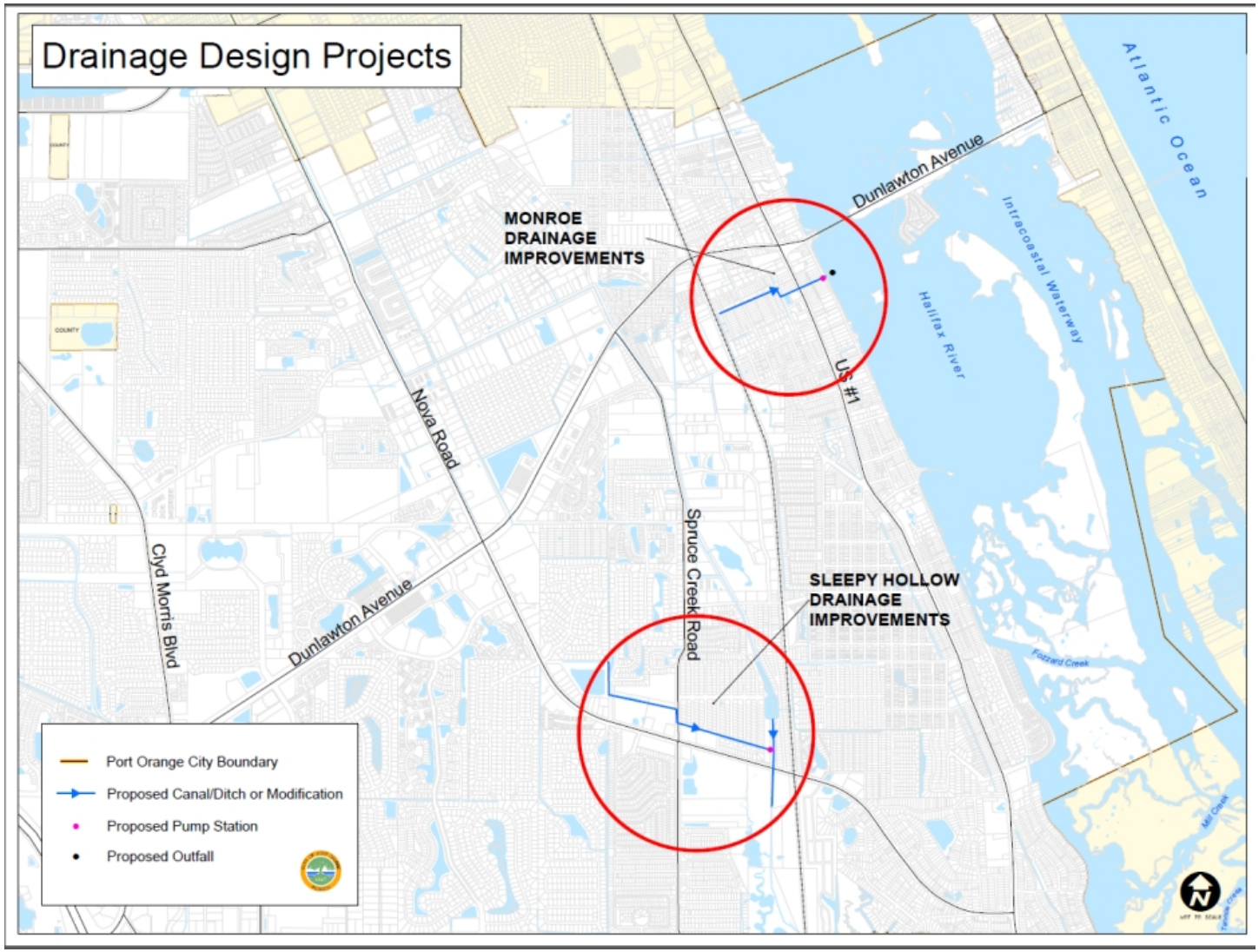
- Staff will include additional budget requests for FY 2015-16 to implement subsequent phases of the compensation and classification study.

Recommended Uses

Virginia Ave. Drainage Improvements

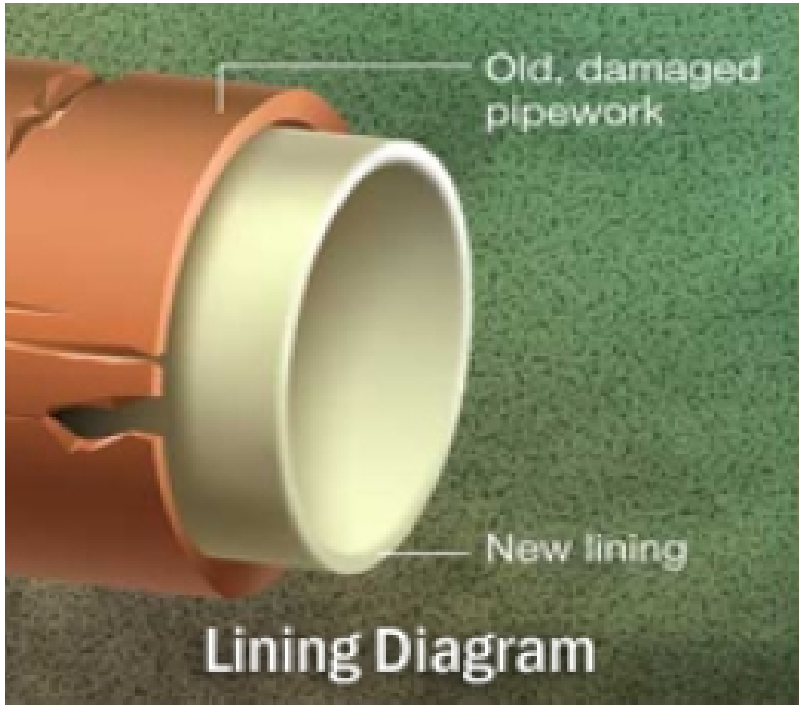
- Improve drainage piping through Virginia Avenue area to increase flow

Recommended Uses



Recommended Uses

Pipe Lining



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: No

SUBJECT: City Gateway Signage

DEPARTMENT: Community Development

RECOMMENDED MOTION: For discussion and direction by consensus only.

SUMMARY: The City's consultant has prepared gateway signage concepts for consideration based on the input provided by Council at the January 27 workshop. This presentation will allow Council to provide additional input and direction prior to final construction plan preparation.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Gateway Signage Presentation	14068_WELCOME SIGNAGE_Concepts (2).pptx

Momberger, Margaret	Created/Initiated - 03/26/2015
Clark, Wayne	Approved - 03/26/2015
Harden, David	Final Approval - 03/27/2015

CITY OF PORT ORANGE

GATEWAY SIGNAGE WORKSHOP APRIL 7, 2015

1. INTRODUCTION
   - -UPDATE
   - -GOALS FOR TONIGHT

2. GATEWAY LOCATIONS
   - -PHASE 1
   - -FUTURE LOCATIONS

3. GATEWAY REQUIREMENTS
   - -COMMUNITY AESTHETIC FEATURE

4. DESIGN EXAMPLES

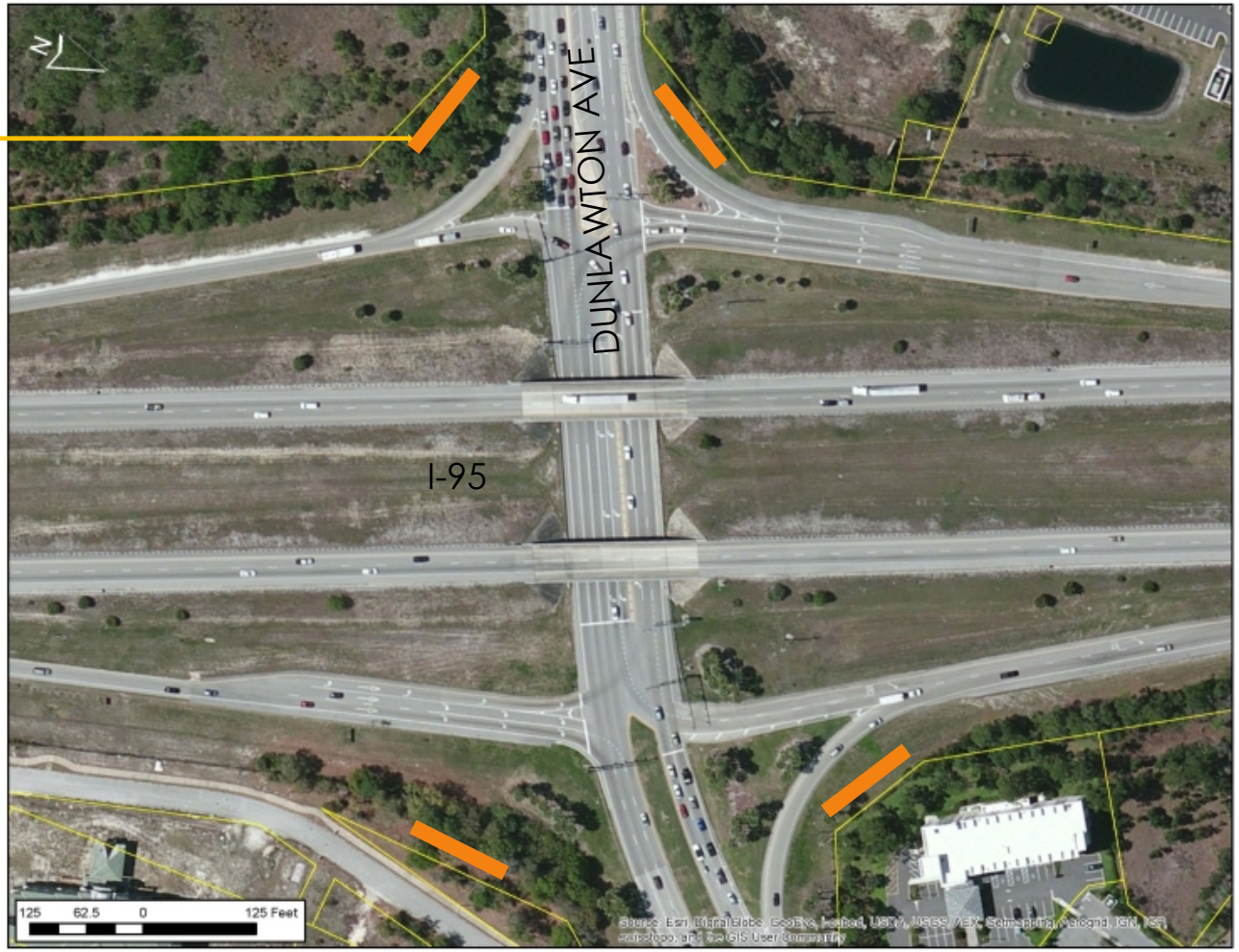
5. DISCUSSION

6. DIRECTION

CITY OF PORT ORANGE

PROPOSED SIGN LOCATIONS

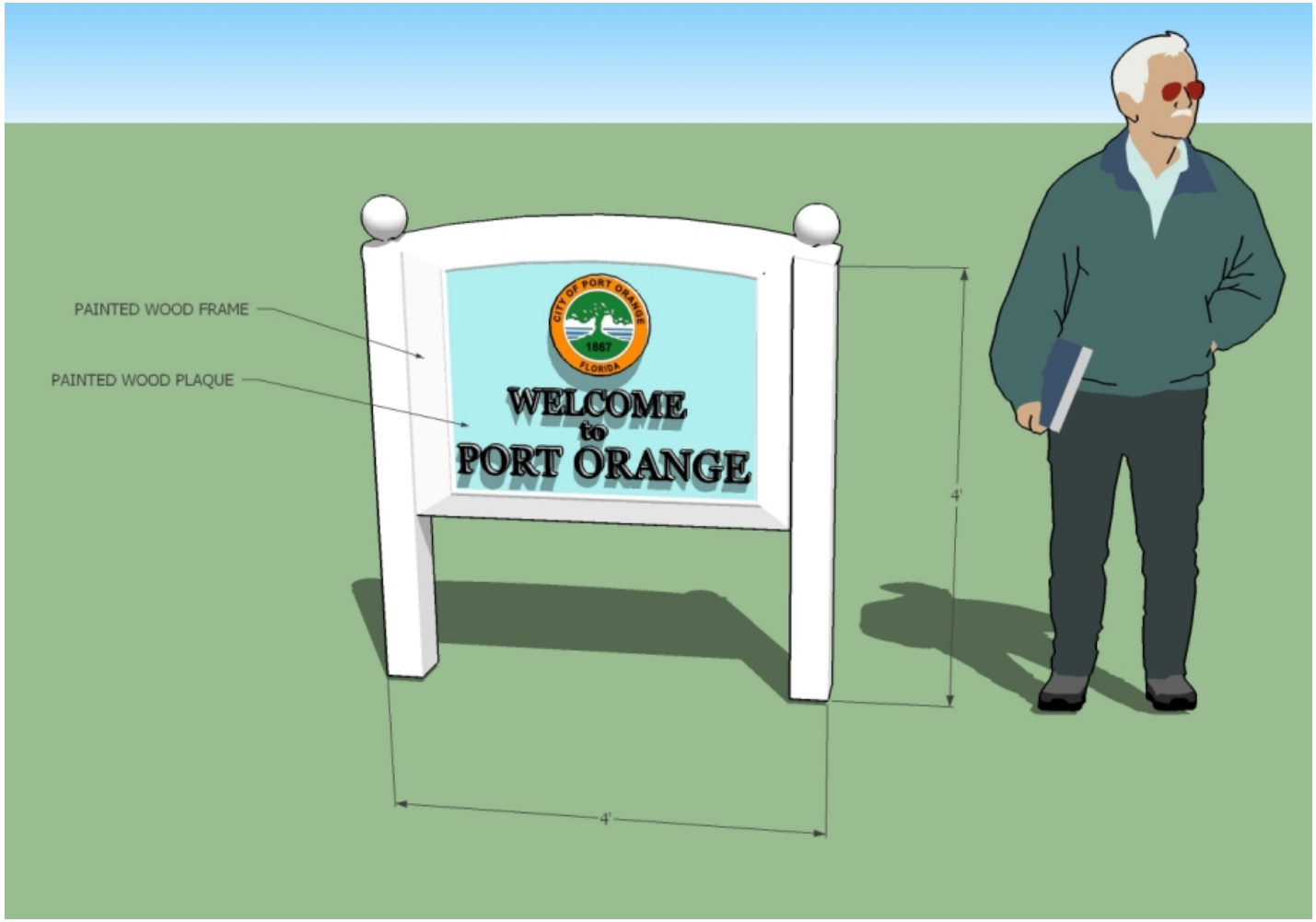
SIGN LOCATIONS



LOCATION THREE

AERIAL LOCATION OF 4 SIGNS

SIGN DESIGN 1



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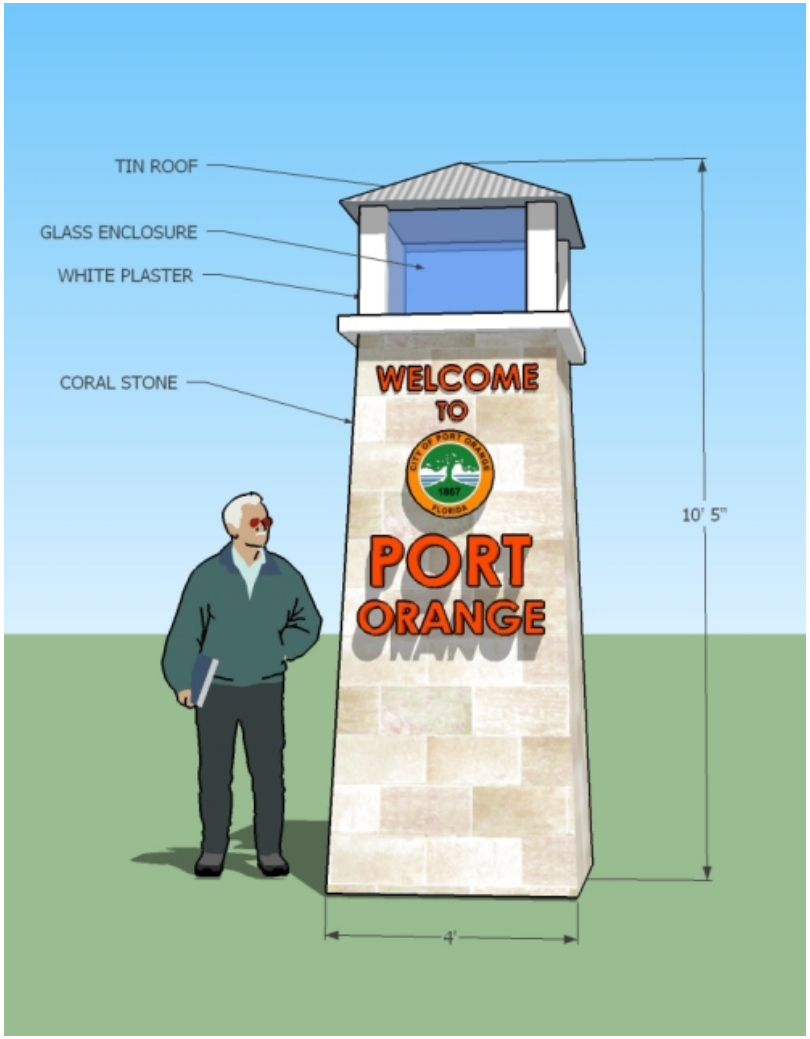
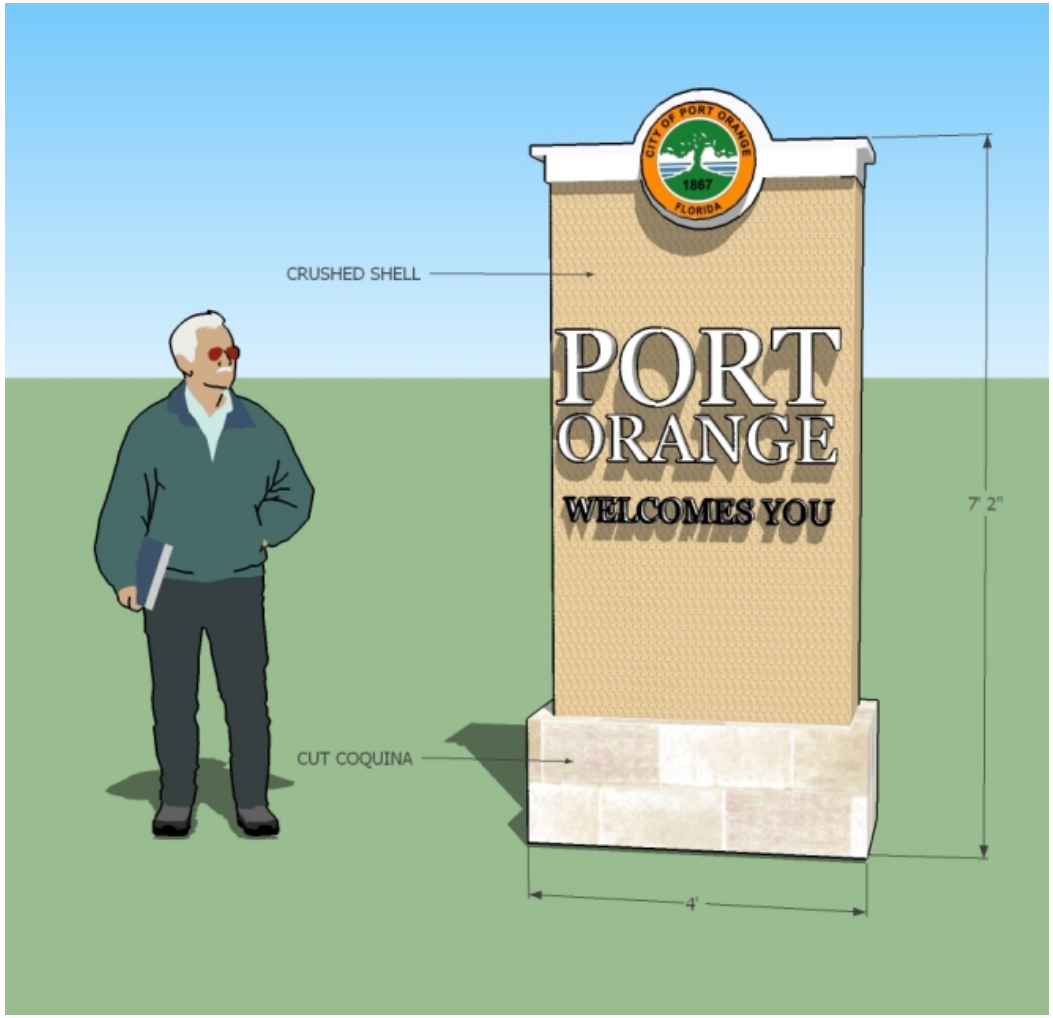


SIGN DESIGN 3

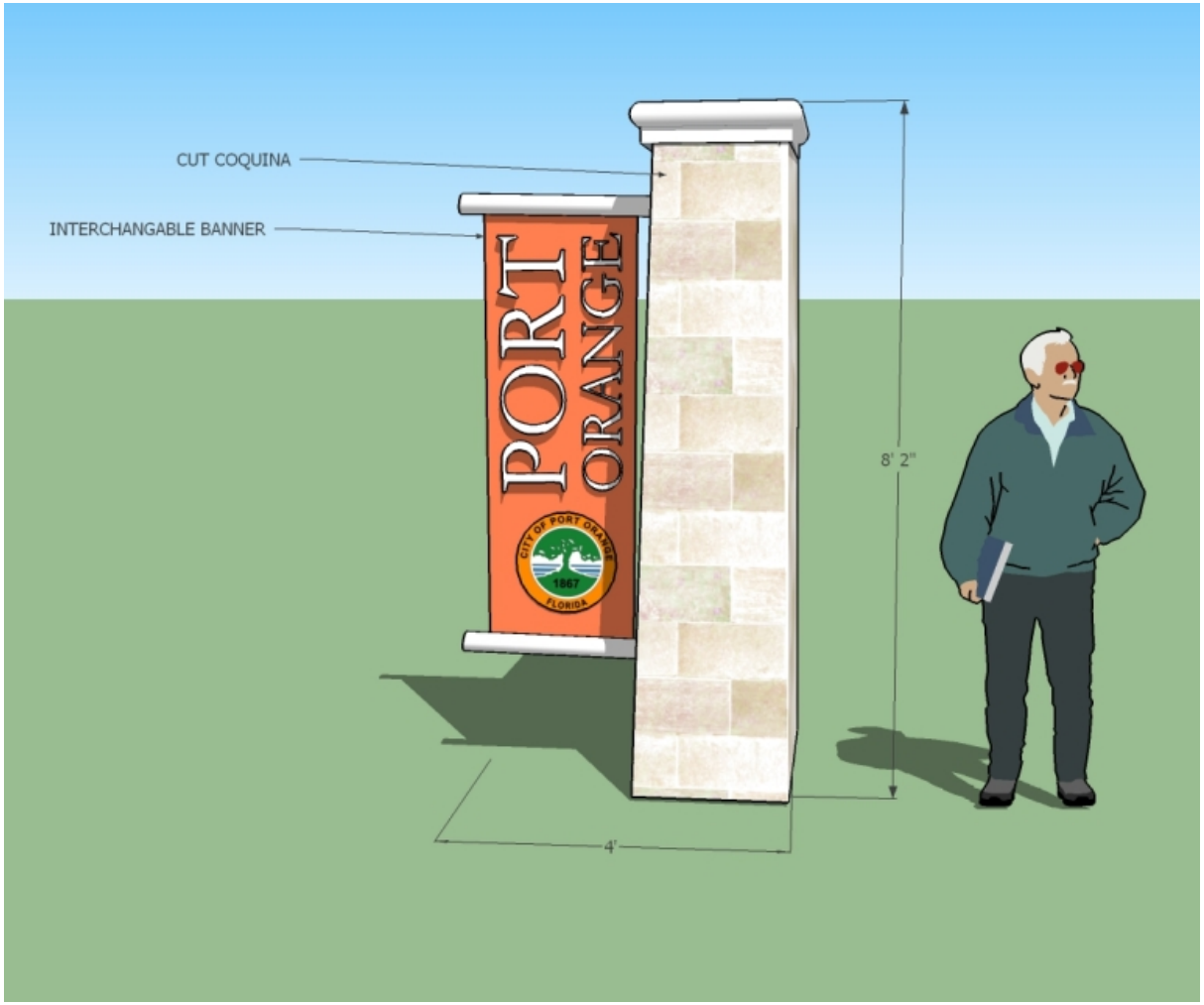
SIGN DESIGN 4

SIGN DESIGN 5

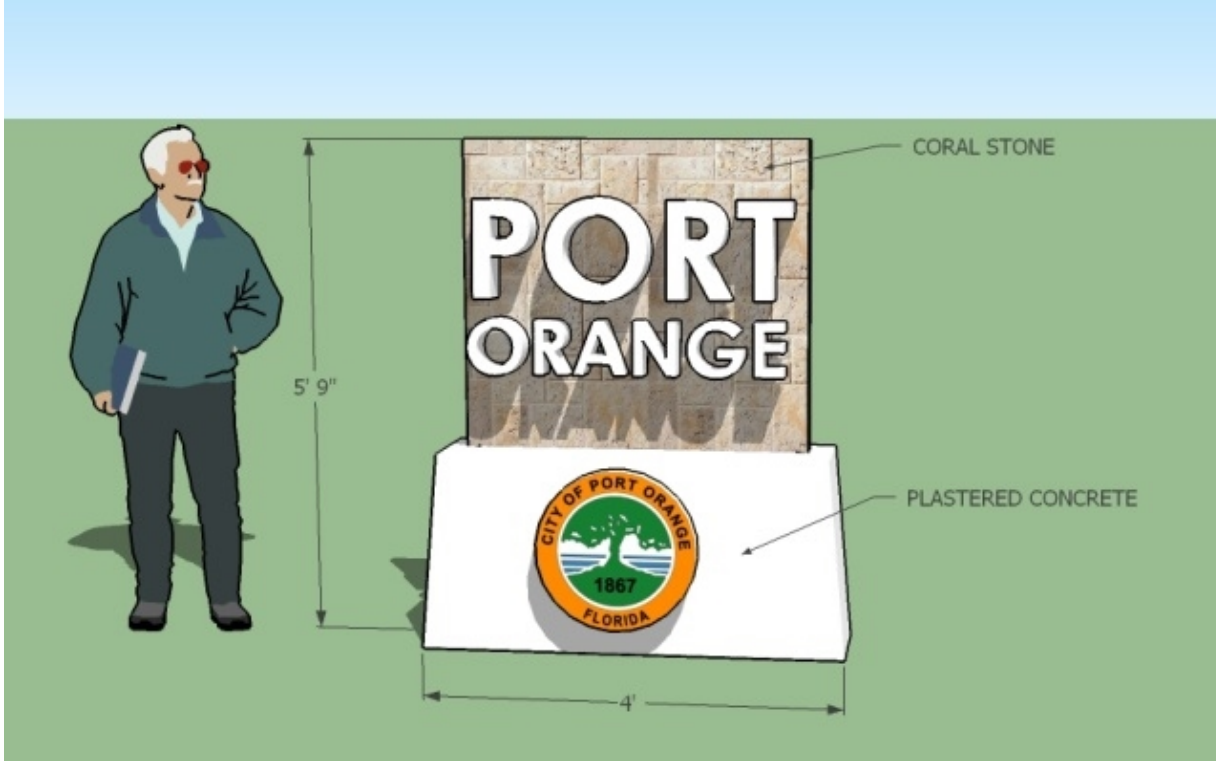


SIGN DESIGN 6

SIGN DESIGN 7



SIGN DESIGN 8



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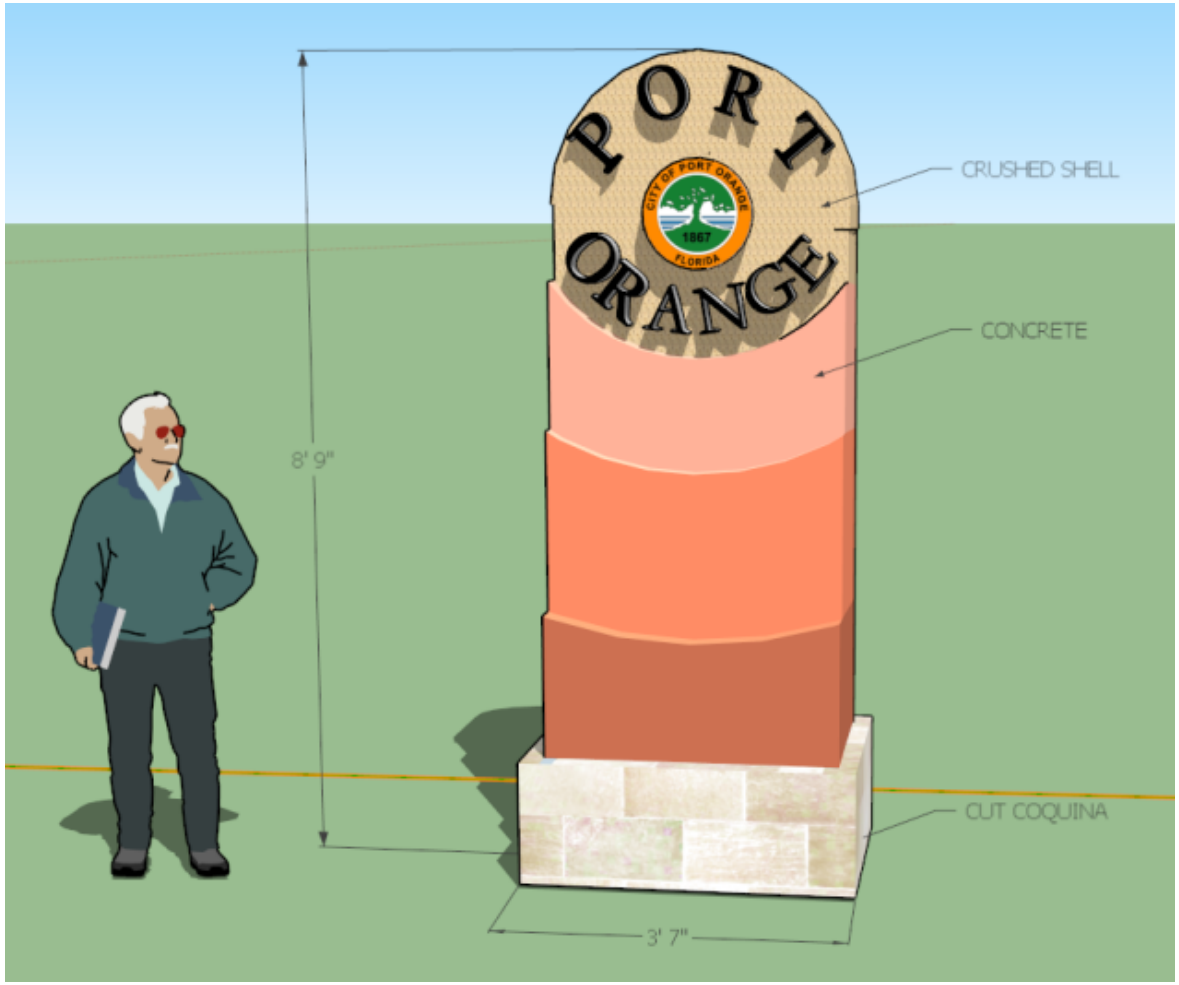
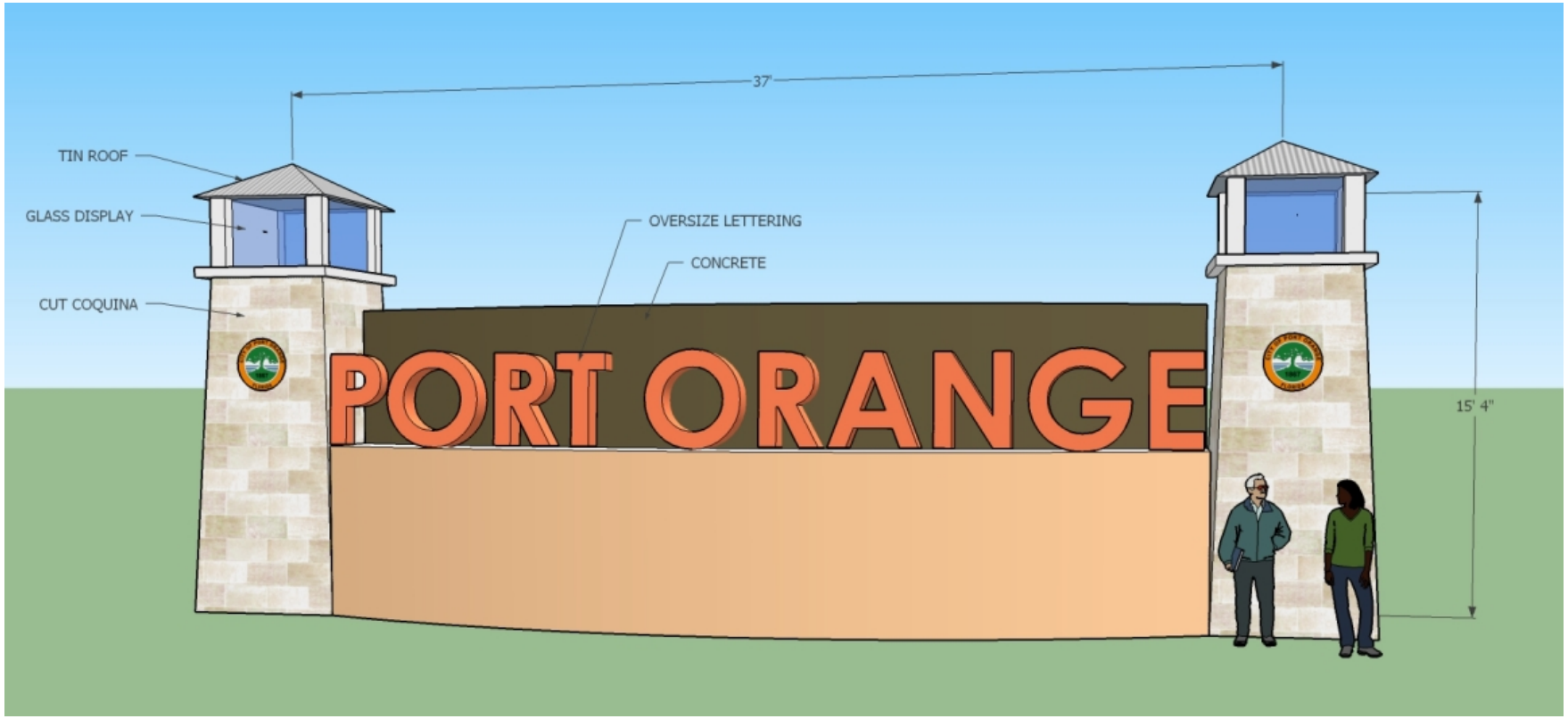
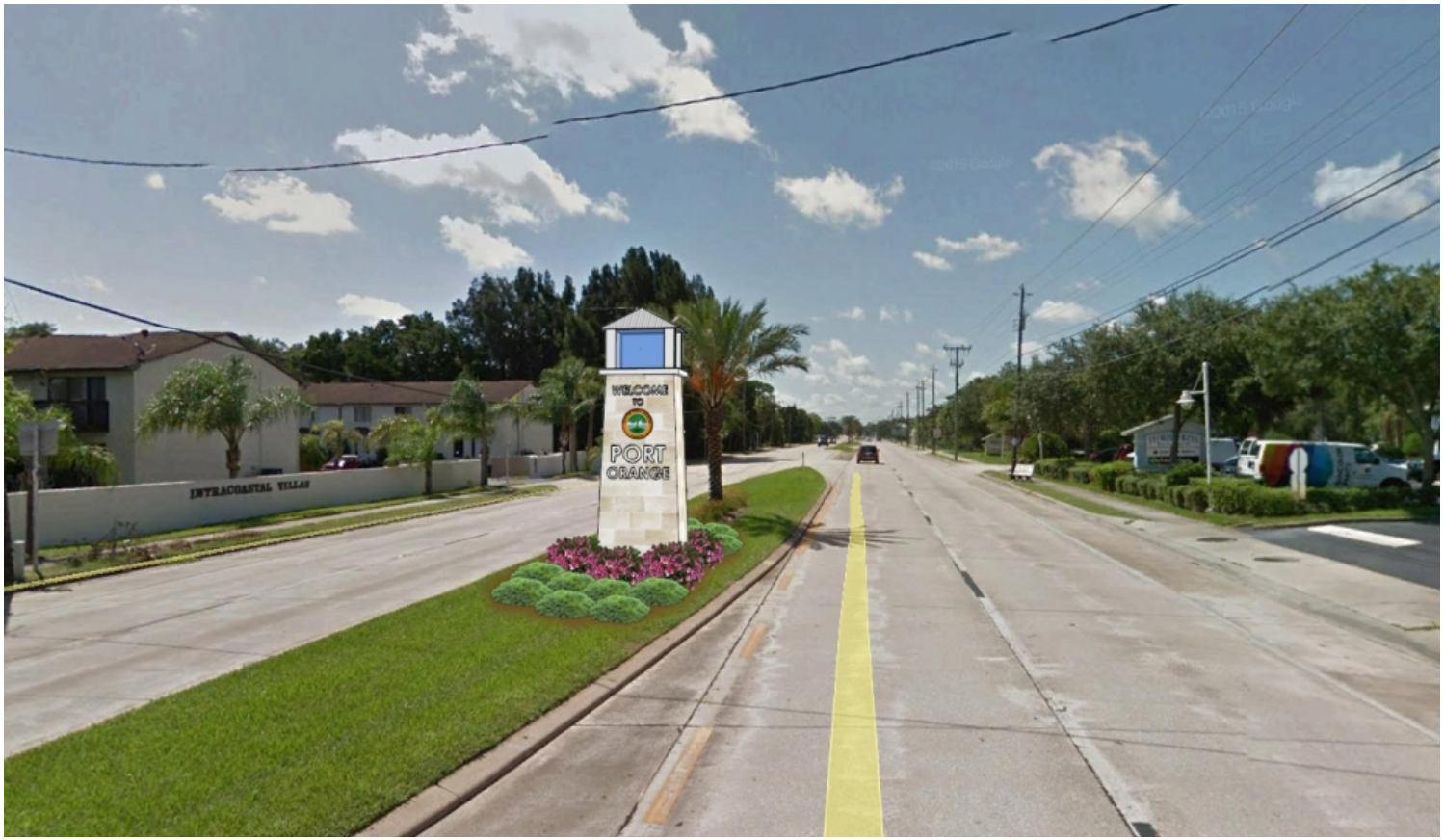


SIGN DESIGN 10



SIGN DESIGN 11

OVERALL LINE UP



LOCATION TWO

MURRAY WAY & US 1 MEDIAN

LOCATION THREE
VIEW FROM I-95

LOCATION CONSIDERATION

DUNLAWTON AVENUE/ I-95 WING WALLS

LOCAL DESIGN INSPIRATION

GRENADA BLVD./ I-95 WING WALLS

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/07/2015

Consent item: No

SUBJECT: Citizen request for Legal explanation regarding City Charter Section 3.04 (b) - City Council interference with administration

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Motion authorizing legal work.

SUMMARY: The City Attorney has received the attached request for legal work. The City Attorney has not commenced this work pending the city council's authorization.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Email	Email from Hank.pdf

Fenwick, Robin — Created/Initiated - 03/24/2015
Roberts, Margaret — Final Approval - 04/02/2015

Fenwick, Robin

From:	Henry Springer <poimages@outlook.com>
Sent:	Monday, March 23, 2015 3:32 PM
To:	Roberts, Margaret
Cc:	Green, Allen; Bob Ford; Rivera, Cynthia; Harden, David; Kennedy, Dennis; Burnette, Don; Drew Bastian; Hank Springer; Stiltner, Scott
Subject:	City Charter, sec. 3.04.b

Sec. 3.04. - Prohibitions.

(a) *Appointment and removals.* Neither the council nor any of its members shall in any manner dictate the appointment or removal of any city administrative officers or employees whom the manager or any of his subordinates are empowered to appoint, but the council may express

http://library.municode.com/HTML/11446/level2/PTICH_ARTIIILE.html 4/9/2012

ARTICLE III. - LEGISLATIVE Page 3 of 6

its views and freely discuss with the manager anything pertaining to appointment and removal of such officers and employees.

(b) *Interference with administration.* Except for the purpose of inquiries and investigation, the council or its members shall deal with city officers and employees who are subject to the direction and supervision of the manager solely through the manager, and neither the council nor its members shall give orders to any such officer or employee, either publicly or privately. Nothing in the foregoing is to be construed to prohibit individual members of the council from closely scrutinizing by questions and personal observation, all aspects of city government operations so as to obtain independent information to assist the members in the formulation of sound policies to be considered by the council. It is the express intent of this charter however, that recommendations for improvement in city government operations by individual council members be made to and through the city manager, so that the manager may coordinate efforts of all city departments to achieve the greatest possible savings through the most efficient and sound means available.

To Ms. Margaret Roberts, Port Orange City Attorney from Hank Springer.
The above section from the Port Orange
City Charter seems to allow city council members to "closely scrutinize by questions and PERSONAL OBSERVATION, all aspects of city government operations …"
Would I be correct in thinking that a city council member would be able according to this section of the city charter to walk unannounced into the finance department of the city of Port Orange and ask to see the current or any period of financial accounting records for any aspect of the department's functions?
Thank you, Hank Springer.