



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

APRIL 3, 2018

AGENDA

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

A. OPENING

1. Invocation - Pastor Ken Sharp of High Point Pentecostal
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. March 20, 2018 - Regular City Council Meeting
 - b. March 27, 2018 - City Council/Parks & Recreation Advisory Board Joint Workshop
 - c. March 27, 2018 - City Council Workshop
7. Bid Awards and Contract Items
 - a. Intent to Award ITB No. 17-41 - Water Reclamation Facility (WRF) Influent Bypass
 - b. Intent to Award ITB No. 18-13 - Garnsey Water Treatment Plant Sludge Feed Pumps & Filter Backwash Upgrades
 - c. Ratification of a purchase order and change order to Black Sands Development for installation of sewer services lines - Septic to Sewer Program
 - d. Approval of Change Order No. 1 to the Piggyback Agreement with Mead & Hunt, Inc. for Engineering Services for Phase 1-A of the City's "Storm Water Master Plan Update"

e. Approval of Lien Recovery Agreement for 805 Canalview

8. Resolution No. 18-5 - Budget Appropriation

9. Conflict Wavier Request - Akerman, LLP

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

D. COUNCIL COMMENTS

10. Comments/Concerns from Council Members

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

11. Water Conservation Month Proclamation

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

12. Environmental Advisory Board Update

13. Golf Advisory Board Update

G. REGULAR AGENDA

14. Resolution No. 18-6 - Repeal of Resolution No. 06-75 relating to the Youth Advisory Board

15. First Reading - Ordinance No. 2018-4 - Increasing Fire Pension Board Terms to Four Years.

16. FY2017 Audit (CAFR)

H. COMMENTS

17. City Attorney Comments

18. City Manager Comments

I. COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports

a. River to Sea TPO

b. General Employees Pension

J. ADJOURNMENT

Regular City Council Meeting

04/03/2018

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FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

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

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/03/2018

Consent item: No

SUBJECT: (B6a) March 20, 2018 - Regular City Council Meeting

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION:

SUMMARY:

Project No.: Funding Account No.:

ATTACHMENTS:

1.	REGULAR CITY COUNCIL MEETING MINUTES 3-20-18	REGULAR CITY COUNCIL MEETING MINUTES 3-20-18.docx
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Robin Fenwick

Created/Initiated - 03/23/2018

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
MARCH 20, 2018

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

Pledge of Allegiance

Invocation given by Chaplain Letson McCoy, Pastoral Care Resident at Florida Hospital Memorial Medical Center

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

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

No changes were requested by Council.

- 6. Approval of Minutes
 - a. March 6, 2018 - Regular City Council Meeting
- 7. Bid Awards and Contract Items
 - a. Approval of Change Order No 1 to Task Authorization No 3 to DJ Design Services, Inc for Architectural Design and Planning Services relating to City Hall HVAC Upgrades.
 - b. Approval of Change Order No. 1 to Task Authorization #2 with DJ Design for Evidence Air Conditioning & Vents Redesign
- 8. Concurrency and Fair-Share Agreement for the Port Orange Gateway Center Lot 3A Site Plan - Case No. 17-80000007
- 9. Approval of Utility Billing Write-offs
- 10. Proposed projects for the River to Sea TPO 2018 Transportation Improvement Program Priority List
- 11. Approval of Agreement with Port Orange Community Trust

Motion to approve the Consent Agenda
as presented was made by Councilman

Bastian, and Seconded by Vice Mayor Stiltner. Motion carried unanimously by voice vote.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

There was none.

TOWN CENTER CRA MEETING
EASTPORT CRA MEETING

City Council recessed at 6:33 p.m. to hold the Town Center CRA and Eastport CRA meetings, minutes of which are under separate cover.

City Council reconvened at 6:39 p.m.

COUNCIL COMMENTS

12. Comments/Concerns from Council Members

Councilman Tramont provided an update as to the First Step meeting held last night.

Councilman Ford discussed the recent article relating to Dunlawton Avenue and the intersections at Nova Road and Clyde Morris Blvd. It's been the same way since the 1980's. He would like to review intersections to see if there is anything the City can do to make them safer.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

13. Update on the St. Johns River to Sea (SJR2C) Loop Trail PD&E Study

John Scarlatos, Transportation Planning Manager for Sclar Consulting Group, Inc. and Heather Grubert, P.E., provided an overview of the Project Development and Environment (PD&E) Study for St. Johns River to Sea Loop Trail.

Council supports the project and will work with FDOT along the way.

Mark Dickenson, citizen, suggested business types along the trail to recoup some of the maintenance costs.

Heather Mullins, citizen, asked for a pedestrian bridge over Williamson Ave.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

14. Citizen Advisory Committee for TPO

Bobby Ball provided an update from the recent meeting.

15. Port Orange Community Trust Annual Report

Jennifer Marrano, Executive Director, provided the annual report for the Port Orange Community Trust.

REGULAR AGENDA

16. One Church Easter Egg Hunt Fee Waiver

Susan Lovallo, Parks & Recreation Director, provided details of the request.

Nick Griffin, Pastor of One Church, discussed the event details and asked for a waiver of the fees and use of the City's logo for advertising the event.

Council supported the use of the matrix for the fee waiver but does not agree to allowing the City's logo to be used.

Motion to waive fees according to the matrix was made by Councilman Bastian, and Seconded by Vice Mayor Stiltner. Motion carried unanimously by roll call vote.

17. Request to use City Logo for Food Truck Wars Event

Ms. Lovallo provided details of the event being held at Riverwalk in May. This event is a separate private event from River Fest event being held in May.

Council did not support the use of the City's logo.

COMMENTS

18. City Attorney Comments - Request to engage the legal services of Lewis Longman and Walker, P.A.

Margaret Roberts, City Attorney, requested to engage the legal services of Lewis Longman and Walker, P.A. to handle the lawsuit filed by Derek LaMontagne regarding the St. Johns Water Management District's permit.

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

Robert Reinhausen, citizen, talked to some neighbors in the area who were all very concerned about the road being expanded to four lanes.

Motion carried unanimously by voice vote.

19. City Manager Comments

Mr. Johansson asked Council to consider approval of a Change Order to Brother's Construction, Inc. to replace the ADA ramp on the south side of the Causeway Park. It will increase the contract by approximately \$49,000 and extend the time. This change order will save money in that the barge will not have to leave the site.

Motion to approve was made by Councilman Tramont, and Seconded by Councilman Bastian. Motion carried unanimously by roll call vote.

Mr. Johansson discussed the water main break on Herbert Street over the weekend. This pipe provides water to Daytona Beach Shores and Ponce Inlet. There have been no water outages yet and crews are working to repair the pipe.

He discussed the proposed bill regarding prohibition on elected officials lobbying legislatures for budget items. They would only be able to lobby for policy issues. Consensus of Council is to oppose the proposed bill.

Mr. Johansson congratulated Susan Lovallo for being elected the new President-Elect of the Florida Recreation and Park Association.

COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

- a. ArtHaus - Councilman Ford reported on the recent meeting held. He encouraged the public to visit ArtHaus.
- b. Port Orange/South Daytona Chamber of Commerce - Mayor Burnette reported on the recent meeting held and provided dates of events.
- c. Round Table of Elected Officials - Mayor Burnette provided details on the recent meeting held.

ADJOURNMENT - 8:23 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, CMC, City Clerk

CITY COUNCIL PARKS & RECREATION ADVISORY BOARD
JOINT WORKSHOP MINUTES
2ND FLOOR CONFERENCE ROOM – CITY HALL
1000 CITY CENTER CIRCLE
MARCH 27, 2018

THE CITY COUNCIL WORKSHOP MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:00 p.m.

Pledge of Allegiance

Invocation

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

DISCUSSION ITEMS

4. Discussion regarding the priorities for the Parks & Recreation Advisory Board

Mayor Burnette opened the meeting for all to discuss their goals for the Parks & Recreation Advisory Board.

Council asked for the Board to prioritize the needs of the City and keep in mind the costs involved. Discussion was held regarding what would be included in a community center. The Board's priority list includes 1) Community Center, 2) Land acquisition for future sports complex, 3) Co-sponsored events, 4) trails system, and 5) The Foundation. Funding with Volusia Forever and ECHO was discussed. Mr. Wiles asked Council to consider applying for an ECHO grant to expand the gym.

Council consensus was to move forward with expanding the gym at City Center with ECHO funds by 2020. Phase 2 can include a community center near Creekside Middle School to include funding options to be discussed for completion by 2022. The City Manager will continue working on expansion at Coraci Park.

Next joint workshop date: May 2018 to include Gamble Place and a sports complex.

Robert Reinhausen, citizen, would like to see profits come from Palmer College and the YMCA which could be used to fund the items discussed above.

Regular City Council Meeting
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ADJOURNMENT – 6:25 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
MARCH 27, 2018

THE CITY COUNCIL WORKSHOP MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:36 p.m.

Pledge of Allegiance

Invocation

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

DISCUSSION ITEMS

4. Monthly Financial Report

Tracey Riehm, Finance Director, provided details from the Financial Report for February 2018.

5. Half Cent Sales Tax Project Priority List

Jake Johansson, City Manager, provided details relating to the background of infrastructure needs, current revenue issues, and inadequate resources to address increasing water and flooding issues. He also addressed possible projects already needed. A local citizen advisory committee will be formed to oversee the expenditures of each project and ensure the funds are being spent as approved in the referendum, should it be approved by voters. The funds would be restricted to infrastructure projects only.

Councilman Ford would like to include Dunlawton Avenue to the list of road projects. Mr. Johansson said the TPO project list will also be included which include several Dunlawton Avenue projects. He suggested working to prioritize them in three-year increments if it gets approved.

Vice Mayor Stiltner asked for this information to be added to the City's website once the ballot language is approved.

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Jack Wiles, citizen, asked if the half cent tax is going to be capped at the first \$5,000 of a purchase like the current half cent tax. Mr. Johansson will find out and provide a response.

ADJOURNMENT – 7:28 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/03/2018

Consent item: Yes

SUBJECT: (B7a) Intent to Award ITB No. 17-41 - Water Reclamation Facility (WRF) Influent Bypass

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve ITB #17-41 bid award to Petticoat-Schmitt Civil Contractors, Inc. in the amount of \$433,600.000; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: The influent headworks structure is at the beginning phase of the wastewater treatment process. Currently there is no back-up system for this critical structure. This project will construct a permanent emergency bypass system for the influent headworks structure and to replace the existing influent headworks meter.

The project was designed and went out to bid on January 3, 2018. On February 8, 2018, four (4) bids were received.

1. Carr & Collier, Inc. \$547,000.00
2. L7 Construction \$461,327.00
3. Danus Utilities Inc. \$543,000.00
4. Petticoat-Schmitt \$433,600.00

Petticoat-Schmitt Civil Contractors, Inc. of Jacksonville, Florida was the lowest, best responsive bid.

This project was included in the FY18 Capital Improvement Budget.

Project No.: SSP011
SSP011

Funding Account No.: 403 0400 535 6397
401 0400 535 6397

ATTACHMENTS:

1.	EJCDC	EJCDC.pdf
2.	Department Justification Memo - ITB 17-41 WRF Influent Bypass - Petticoat	Department Justification Memo - ITB 17-41 WRF Influent Bypass - Petticoat.pdf
3.	ROA 2.14.18	ROA 2.14.18.pdf
4.	ITB 17-41 Intent to Award (02-27-18)	ITB 17-41 Intent to Award (02-27-18).pdf
5.	ITB 17-41 Tabulation Sheet (2-9-18)	ITB 17-41 Tabulation Sheet (2-9-18).pdf

6.	ITB 17-41 Petticoat-Schmitt Inc. Response (2-8-18)	ITB 17-41 Petticoat-Schmitt Inc. Response (2-8-18).pdf
7.	Budget Transfer Request - Copy	Budget Transfer Request - Copy.pdf

Julia Wiggins	Created/Initiated - 03/20/2018
Kenny Ho	Approved - 03/20/2018
Rick Wilson	Approved - 03/21/2018
Lynn Stevens	Approved - 03/21/2018
Tracey Riehm	Approved - 03/21/2018
Margaret Roberts	Approved - 03/22/2018
Jake Johansson	Approved - 03/23/2018
Robin Fenwick	Final Approval - 03/23/2018

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, A Florida municipal Corporation ("Owner") and Petticoat-Schmitt, Jacksonville, Florida ("Contractor").

The Effective Date of this Agreement shall be _____. (If no date is specified then the Effective Date shall be the date on which the Agreement is signed by the last of the two parties.)

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of the temporary bypass pumping, new valves, piping, actuators and appurtenances for a permanent influent structure bypass.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ITB 17-41 WWTP Influent Structure Bypass

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Brad T. Blais, P.E. 47130, Mead & Hunt Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 30 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$2,000.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$2,000.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. Owner may withhold Contractor's final payment in order to offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiently cover the liquidated damages that Contractor owes Owner.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$ 433,600.00

Any allowances specifically identified and called for in the Contract Documents are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
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See attached 00310 Schedule of Unit Prices

Total of all Bid Prices (Unit Price Work)

\$433,600.00

The Bid Unit Prices set forth above are guaranteed prices. Although the Estimated Quantities are estimates and may increase or decrease based on determinations of Engineer, Contractor agrees and understands that the Bid Unit Prices shall remain the same irrespective of the quantities. Contractor understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price increase or escalation. Owner agrees and understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price decrease or reduction.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment not more than monthly in accordance with Article 14 of the General Conditions and Paragraph 6.02 below.

6.02 Progress Payments; Retainage

A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.

B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each progress payment. Fifty (50%) percent completion is the point in which Owner has expended 50 percent of the Contract Price, together with all increases in the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent

retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

6.03 *Final Payment*

- A. Final Payment inclusive of retainage shall be made to Contractor in accordance with Paragraph 14.07 of the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 All monies not paid in strict accordance with Florida Statute §218.735 shall bear interest as provided for therein.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data." Contractor's receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

- 1. This Agreement (pages 1 to 9, inclusive).
- 2. Combination Payment and Performance Bond (pages 1 to 3, inclusive).
- 3. Other bonds (N/A).
- 4. General Conditions (pages 1 to 75, inclusive).
- 5. Supplementary Conditions (pages 1 to 14, inclusive).
- 6. Specifications as listed in the table of contents of the Project Manual.
- 7. Drawings consisting of 7 sheets with each sheet bearing the following general title: WWTP Influent Structure Bypass.
- 8. Addendum No. 1 (pages 1 to 4, inclusive).
- 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 73, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (N/A).
- 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1 inclusive).

- b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions and parts shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 *No-Damage-for-Delay*

Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home/office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor's sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor's scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

10.07 *No Intended Third-Party Beneficiaries*

- A. There are no intended third-party beneficiaries to the Contract.

10.08 *Additional Provisions*

- A. In the event of any conflict between the Agreement and the General Conditions, the terms of this Agreement shall govern.
- B. In the event of any conflict between the Agreement and Supplementary Conditions, the terms of this Agreement shall govern. However, if there is any conflict between the terms of the General Conditions and the terms of the Supplementary Conditions, the Supplementary Conditions shall govern provided that the indemnification set forth in Paragraph 6.20 of the General Conditions shall govern over any indemnification set forth in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

CITY OF PORT ORANGE

Owner

By: Donald O. Burnette

Title: Mayor

Date: _____

Attest: Robin L. Fenwick, CMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

Petticoat-Schmitt Civil Contractors, Inc.
Contractor

By: _____
Ryan Schmitt

Title: President

Date: _____

*(If Contractor is a corporation, partnership or
Joint venture, attach evidence of authority to
Sign.)*

Attest: _____

Title: _____

Address for giving notices:

6380 Phillips Hwy.

Jacksonville, FL 32216

License No.: CGC057651/CUC057440



City of Port Orange Public Utilities Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Public Utilities Director
Julia Wiggins, Public Utilities Budget Analyst

FROM: Kenny Ho, Public Utilities Engineering and Construction Manager

DATE: February 28, 2018

SUBJECT: Bid Award #17-41 – WWTP Influent Structure Bypass

REQUEST:

The Public Utilities Department requests City Council award of Bid 17-41 WWTP Influent Structure Bypass to Petticoat-Schmitt Civil Contractors, Inc. for an amount not to exceed \$433,600.00.

PURPOSE:

The Water Reclamation Facility needs a permanent emergency bypass piping for the influent headworks structure to perform maintenance and repairs at the influent headworks structure.

CONSIDERATION:

The influent headworks structure at the City's wastewater treatment plant processes approximately 6 million gallons of raw sewage every day and it has a maximum capacity of 12 million gallons per day. The influent headworks structure is at the beginning phase of the treatment process. Currently there is no back-up system for this critical structure. Maintenance and equipment replacement is a routine part of maintaining the operations of the plant in accordance with state and federal permits. This proposed project will construct a permanent emergency bypass system for the influent headworks structure and to replace the existing influent headworks meter.

The project was designed and went out to bid on January 3, 2018. On February 8, 2018, four (4) bids were received.

1. Carr & Collier, Inc. \$547,000.00
2. L7 Construction \$461,327.00
3. Danus Utilities Inc. \$543,000.00
4. Petticoat-Schmitt \$433,600.00

Petticoat-Schmitt Civil Contractors, Inc. of Jacksonville, Florida was the lowest, best responsive bid.

The base bid is \$433,600.00 and a bid alternate of \$96,400.00. City staff decided not to award the bid alternate since it is not critical for the emergency bypass system overall function. Evaluation of the bids was conducted with the assistance of the City's engineering consultant, Quentin L. Hampton and determined the Petticoat-Schmitt bid prices to be fair and consistent with current industry standards. In addition, Quentin L. Hampton is familiar with their work.

This project was included in the FY18 Capital Improvement Budget.

FUNDING:

WWTP Influent Bypass	Project SSP011
403-0400-535-63-97	\$219,060.00
401-0400-535-6397	\$214,540.00
Project No SSP011	(BT in process from SSP009)

RECOMMENDATION:

The Public Utilities Department recommends City Council award Bid 17-41 WWTP Influent Structure Bypass to Petticoat-Schmitt Civil Contractors, Inc. for an amount not to exceed \$433,600.00.

ANTICIPATED SCHEDULE:

Complete construction by end of 2018 calendar year.

ATTACHMENTS:

1. QLHA recommendation of award
2. Bid Tab



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

February 14, 2018

Lynn Stevens
Public Utilities Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: lstevens@port-orange.org
Hard Copy Mailed Only on Request

**CITY OF PORT ORANGE
WWTP INFLUENT STRUCTURE BYPASS
RECOMMENDATION OF AWARD**

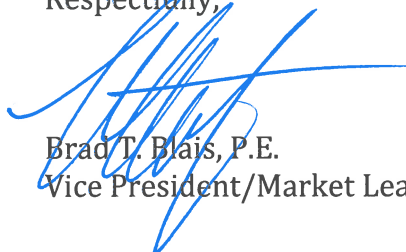
Dear Ms. Stevens,

The City received four (4) bids on the above referenced project on February 8, 2018. Petticoat-Schmitt of Jacksonville, Florida, submitted the low base bid in the amount of \$433,600 with a Bid Alternate amount of \$96,400. The second lowest bidder was L7 Construction of Sanford, Florida, who submitted a base bid in the amount of \$461,327, with a Bid Alternate amount of \$90,000.

We have worked with Petticoat-Schmitt completing projects with similar scope in the past. Based on their previous experience, we believe Petticoat-Schmitt is qualified to complete the project in a satisfactory manner.

If you have any questions, please do not hesitate to contact us.

Respectfully,



Brad T. Blais, P.E.
Vice President/Market Leader

BTB:bf

cc: Kenny Ho, James Tillman – City of Port Orange
Kevin Lee - QLH



CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

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

ITB NUMBER: ITB-#17-41
ITB TITLE: WWTP INFLUENT STRUCTURE BYPASS
OPENING DATE/TIME: February 8, 2018 at 3:00 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		Carr & Collier Inc.	L7 Construction	Danus Utilities Inc.	Petticoat -Schmitt
1	Section 00300 Acknowledgement of Addenda	YES	YES	YES	YES
2	Section 00310 Schedule of Unit Price	YES	YES	YES	YES
3	Section 00320 Statement of Bidders Qualifications	YES	YES	YES	YES
4	Section 00330 Listing of Subcontractors.	YES	YES	YES	YES
5	Section 00331 Listing Of Previous Experience	YES	YES	YES	YES
6	Section 00410 Bid Bond	YES	YES	YES	YES
7	Section 00470 Public Entity Crimes Statement	YES	YES	YES	YES
8	Section 00480 Anti-Collusion Statement	YES	YES	YES	YES
9	Section 00485 Drug Free/Tie Preference Statement	YES	YES	YES	YES
10	Section 00490 Trench Safety Affidavit	YES	YES	YES	YES
11	Section 00620 Certificate as to Corporate Principle	YES	YES	YES	YES
12	Section 00800A Insurance Requirements	YES	YES	YES	YES
1 Original, 1 Digital Copy		NO	NO	NO	NO
Deemed Responsive?		YES	YES	YES	YES
TOTAL BASE BID		\$ 547,000.00	\$ 461,327.00	\$ 543,000.00	\$ 433,600.00
ALTERNATE		\$ 93,500.00	\$ 90,000.00	\$ 97,766.00	\$ 96,400.00

Did not add Permitting in base added it in alternate.

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



NOTICE OF INTENT TO AWARD

ITB # 17-41

WWTP INFLUENT STRUCTURE BYPASS

February 26, 2018

On February 8, 2018, purchasing received four (4) bid submittals for ITB #17-41 WWTP Influent Structure Bypass. After review of the responses, City Staff has made a recommendation to award Petticoat-Schmitt of Jacksonville, Florida in the amount of \$433,600.00

The recommendation will be presented to City Council on April 3, 2018.

David Battaglia
Purchasing Agent



CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET

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ITB NUMBER: ITB-#17-41
ITB TITLE: WWTP INFLUENT STRUCTURE BYPASS
OPENING DATE/TIME: February 8, 2018 at 3:00 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		Carr & Collier Inc.	L7 Construction	Danus Utilities Inc.	Petticoat - Schmitt
1	Section 00300 Acknowledgement of Addenda	YES	YES	YES	YES
2	Section 00310 Schedule of Unit Price	YES	YES	YES	YES
3	Section 00320 Statement of Bidders Qualifications	YES	YES	YES	YES
4	Section 00330 Listing of Subcontractors.	YES	YES	YES	YES
5	Section 00331 Listing Of Previous Experience	YES	YES	YES	YES
6	Section 00410 Bid Bond	YES	YES	YES	YES
7	Section 00470 Public Entity Crimes Statement	YES	YES	YES	YES
8	Section 00480 Anti-Collusion Statement	YES	YES	YES	YES
9	Section 00485 Drug Free/Tie Preference Statement	YES	YES	YES	YES
10	Section 00490 Trench Safety Affidavit	YES	YES	YES	YES
11	Section 00620 Certificate as to Corporate Principle	YES	YES	YES	YES
12	Section 00800A Insurance Requirements	YES	YES	YES	YES
1 Original, 1 Digital Copy		NO	NO	NO	NO
Deemed Responsive?		YES	YES	YES	YES
TOTAL BASE BID		\$ 547,000.00	\$ 461,327.00	\$ 543,000.00	\$ 433,600.00
ALTERNATE		\$ 93,500.00	\$ 90,000.00	\$ 97,766.00	\$ 96,400.00

Did not add Permitting in base added it in alternate.

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

**SECTION 00300
PROPOSAL**

FOR

WWTP INFLUENT STRUCTURE BYPASS

BID # 17-41

(To be Completed in Duplicate)

Bidder's Name: Petticoat-Schmitt Civil Contractors, Inc.

Submitted: 02/08, 2018

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

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00310, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of

"WWTP INFLUENT STRUCTURE BYPASS"

for the City of Port Orange, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00310" attached and made a part of this Bid. **The estimated bid totals:**

TOTAL BASE BID:

Four Hundred Thirteen Thousand, Six Hundred Dollars and Zero Cents (In Words)

Dollars \$ 413,600.00 (In Figures)

TOTAL ALTERNATIVE BID:

Five Hundred Thirty Thousand Dollars and Zero Cents (In Words)

Dollars \$ 530,000.00 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the 'Notice to Proceed' and that the work shall be substantially complete within **150 days** with an additional **30 days** for final completion, including all weekends and holidays.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stated completion time stipulated above the sum of **\$2,000 (Two Thousand Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

- Proposal: Section 00300 including Acknowledgement of Addenda
- Schedule of Unit Prices: Section 00310
- Statement of Bidder's Qualifications: 00320
- Listing of Subcontractors: Section 00330
- Listing of Previous Experience: Section 00331
- Bid Bond: Section 00410
- Public Entity Crimes Statement: Section 00470
- Anti-Collusion Statement: Section 00480
- Drug Free/Tie Preference Statement: Section 00485
- Trench Safety Affidavit: Section 00490
- Certificate as to Corporate Principal: Section 00620
- City of Port Orange Insurance Requirements: Section 00800A

REQUIRED DISCLOSURE

At its sole discretion, the City of Port Orange, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

The City reserves the right to award any or all parts to most responsive qualified bidder in order to construct the improvements in a timely manner.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufacturers/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions. The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Category I - Sole Source Equipment Items: NONE

Category II - Major Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier
1	15100	Knife Gate Valves & Actuators	A) DeZURIK B) NewCon Co.

ACKNOWLEDGMENT OF ADDENDA

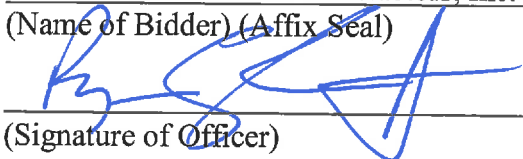
Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. 1 Dated: 1/19/18
Addendum No. Dated:
Addendum No. Dated:

Addendum No. Dated:
Addendum No. Dated:
Addendum No. Dated:

Attached hereto is a cashier's check on the _____ Bank of
_____ Bid Bond _____ or Bid Bond for the sum of
_____ 5% of Bid Amount _____ Dollars (_____),
made payable to City of Port Orange (Owner).

Petticoat-Schmitt Civil Contractors, Inc.
(Name of Bidder) (Affix Seal)


(Signature of Officer)

President
(Title of Officer)

Petticoat-Schmitt Civil Contractors, Inc.
Name of Bidder

6380 Philips Hwy.
Address

Jacksonville, FL 32216
City/State/Zip

904-751-0888
Telephone

CGC057651; CUC057440
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Ryan M. Schmitt, Atlantic Beach, FL President of Petticoat-Schmitt Civil Contractors, Inc.

END OF SECTION



**"ATTACHMENT 1" ITB 17-41 SCHEDULE OF UNIT PRICING
BID FORM**

**CITY OF PORT ORANGE
WWTP INFLUENT STRUCTURE BYPASS**

ITB# 17-41

Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission

Instruction to save Attachment from Demandstar website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:

Petticoat-Schmitt Civil Contractors, Inc.

CONTACT PERSON:

Lauren Atwell

EMAIL ADDRESS:

Latwell@petticoatschmitt.com

AUTHORIZED SIGNATURE:

[Handwritten Signature]

ITEM #	DESCRIPTION	QTY	UNIT	TOTAL QUANTITY COST	EXTENDED COST
1	Mobilization	1	LS	42,500.00	\$ 42,500 -00
2	Preconstruction Video	1	LS	700.00	\$ 700 -00
3	Bypass Pumping	1	LS	56,000.00	\$ 56,000 -00
4	Bypass Piping	1	LS	91,000.00	\$ 91,000 -00
5	Valves			100.00	\$ -
	a) 42" Knife Gate Valve	1	EA	100,000.00	\$ 100,000 -00
	b) 30" Knife Gate Valve	2	EA	35,600.00	\$ 71,200 -00
	c) 30" MJ Gate Valve	1	EA	45,200.00	\$ 45,200 -00
6	Install City provided 36" Magnetic Flow Meter	1	LS	5,000.00	\$ 5,000 -00
7	As-builts	1	LS	20,000.00	\$ 20,000 -00
8	Permits & Allowances	1	LS	20,000.00	\$ 20,000.00
TOTAL BASE BID					413,600.00
BID ALTERNATE					
A-1	Provide and install (3) Pneumatic Actuators and Compressor	1	LS		\$ 96,400 -00
TOTAL ALTERNATIVE BID					\$ 530,000 -00

SECTION 00320

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of bidder.
Petticoat-Schmitt Civil Contractors, Inc.
- B. Permanent main office address.
6380 Philips Hwy., Jacksonville, FL 32216
- C. Date organized.
10/23/2007
- D. If a corporation, where incorporated.
State of Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
10
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
****Please see attached**
- G. General character of work performed by your company.
Water/Wastewater Treatment Plants, Underground Utility, and Roadway
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
No
- I. Have you ever defaulted on a contract? If so, where and why?
No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
****Please see attached**
- K. List your major equipment currently owned or leased.
****Please see attached**
- L. Experience in work similar to this type of project.
****Please see attached**
- M. Background and experience of the principal members of your organization, including the officers.
****Please see attached Resumes**
- M. ⁽²⁾ Bidder shall state the qualifications and experience for the resident superintendent.
- N. Credit currently available: \$ 4MM
- O. Give bank reference:
Synovus Bank of Jacksonville
7768 Ozark Dr., Suite 100
Jacksonville, FL 32256
Allison Bovee- (904)641-5508, 00320-1
(904)641-5250

- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? **Yes**
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this 8th day of February, 2018.

Petticoat-Schmitt Civil Contractors, Inc.
Name of Bidder

By: [Signature] Ryan M. Schmitt, President
Title

State of Florida

County of Duval

Ryan M. Schmitt being duly sworn deposes and says that he
is the President of Petticoat-Schmitt Civil Contractors, Inc. and that the
answers to the Petticoat-Schmitt Civil Contractors, Inc.
Name of Organization

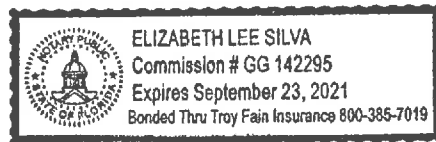
Foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 8th day of February, 2018.

[Signature]
Notary Public

My commission expires:

September 23, 2021



SECTION 00330
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Dewatering	Sunbelt Rentals	1) *To be provided 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

****Please see attached**

**SECTION 00331
LISTING OF PREVIOUS EXPERIENCE**

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1					
2					
3					

END OF SECTION

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, Petticoat-Schmitt
Civil Contractors, Inc. as Principal and
South
Western Surety Company of the City of Sioux Falls State of Dakota, a corporation
existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the
hereinafter called the Owner, in the sum of Five Percent Bid Amount
Dollars (\$ 5% Bid Amount) lawful money of the United States of America, for the payment of
which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and
successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying
Proposal or Bid, for the construction of:

**WWTP INFLUENT STRUCTURE BYPASS
BID NO. 17-41**

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the
opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within
the period specified therefore, enter into a written contract with the Owner in accordance with the
Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for
the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal
of said Bid within the period specified, of the failure to enter into such contract and give bonds
within the time specified, if the Principal shall pay the Owner the difference between the amount
specified in said Bid and the amount for which the Owner may procure the required work, if the
latter amount be in excess of the former, then the above obligation shall be void and of no effect,
otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 8th day of February, 2018, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

[Signature]
[Signature]
[Signature]
Witness

_____(Seal)

_____(Seal)

_____(Seal)

Individual or Partner

6380 Philip Hwy
Jacksonville, FL 32216
Address

Petticoat-Schmitt Civil Contractors, Inc.

[Signature]
Corporate Principal
[Signature]
President AFFIX
CORPORATE SEAL

ATTEST:

[Signature]
Kimberly Bryan

6380 Philips Highway

Jacksonville, FL 32216

Address

By [Signature]
AFFIX Edra Ann Waller
CORPORATE SEAL

Western Surety Company

Corporate Surety

ATTEST:

[Signature]
Tiffany Peterson

Attorney-in-Fact
Title

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Teresita A Love, William R Hardaker, Michael David Sihle, Edra Ann Waller, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of April, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

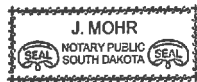
State of South Dakota
County of Minnehaha

} ss

On this 5th day of April, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of February, 2018.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

**SECTION 00470
PUBLIC ENTITY CRIME STATEMENT**

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant Ryan M. Schmitt, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133 of the Florida Statutes for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.

2. The firm acknowledges that "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

3. The firm warrants that none of its employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

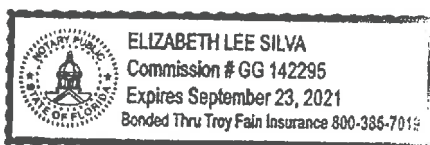
FURTHER AFFIANT SAYETH NAUGHT

Name of Firm: Petticoat-Schmitt Civil Contractors, Inc.

By: [Signature] Ryan M. Schmitt, President
Name and Title

Date: 02/08/2018

The foregoing instrument was acknowledged before me this 8th day of February, 2018, by Ryan M. Schmitt, as President of Petticoat-Schmitt Civil Contractors, Inc. and who: ☒ is personally known to me; or ☐ has produced _____ as identification.



[Signature]
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

END OF SECTION

**SECTION 00480
ANTI-COLLUSION STATEMENT**

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, PROPOSED CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Petticoat-Schmitt Civil Contractors, Inc.

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

TITLE: President

ADDRESS: 6380 Philips Hwy.

CITY AND STATE: Jacksonville, FL 32216

TELEPHONE: 904-751-08888

COMPLETION TIME: 150 days

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of _____.

NO BID (REASON) _____

**SECTION 00485
DRUG FREE PREFERENCE STATEMENT**

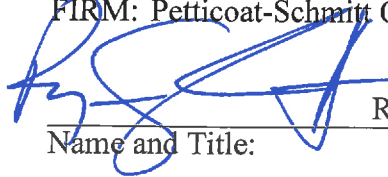
IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received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

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

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

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

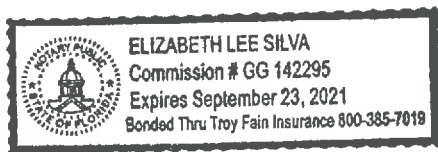
FIRM: Petticoat-Schmitt Civil Contractors, Inc.

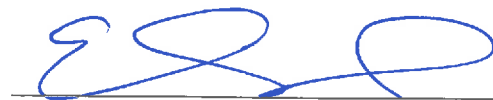


Ryan M. Schmitt, President

Name and Title:

The foregoing instrument was acknowledged before me this 8th day of February, 2018, by Ryan M. Schmitt, as President of Petticoat-Schmitt and who: Civil Contractors, Inc.
☒ is personally known to me; or ☐ has produced _____ as identification.





Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date

**SECTION 00490
TRENCH SAFETY AFFIDAVIT**

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
<u>Trench box</u>	<u>\$1000.00</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
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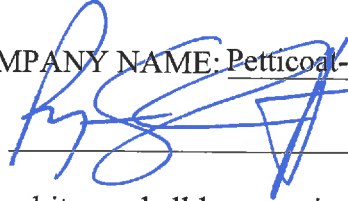
One thousand dollars and zero cents
(Cost in Words)

TOTAL \$ \$1000.00

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Petticoat-Schmitt Civil Contractors, Inc.

DATE: 02/08/2018

BY:  Ryan M. Schmitt

(Additional sheets shall be attached, as needed, and items shall be organized to correspond with the bid format)

SECTION 00620
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Ryan M. Schmitt, certify that I am the President secretary of the corporation named as Principal in the within Bid Bond; that Ryan M. Schmitt who signed the said Bid Bond on behalf of the Principal was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.



AFFIX CORPORATE SEAL

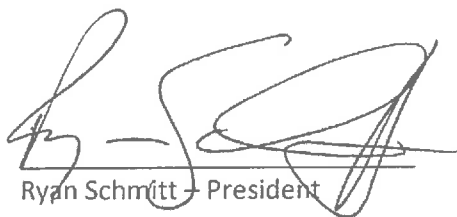
END OF SECTION

Unanimous Action of the Board of Directors of
Petticoat-Schmitt Civil Contractors, Inc.
Taken without a meeting by written consent

The following action is taken by the sole Director of PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.
a Florida Corporation, by written consent without a meeting, as of September 16, 2014, pursuant
to Section of the 607.134 of the General Corporation Act of the State of Florida permitting such
action to be taken.

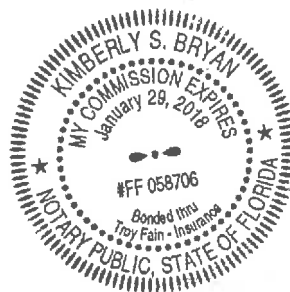
RESOLVED, that Lauren C. Atwell be and hereby is named Vice President of the Corporation,
to serve until his successor shall be duly qualified and elected, and can sign legal
documents on behalf of Petticoat-Schmitt Civil Contractors, Inc.

The undersigned, being the sole Director of PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.
does hereby consent to the foregoing action as of the date first above written.


Ryan Schmitt - President

Notarized by:





Project Experience List

Completed

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
08001	Heritage Hills Pumps Station Modification							
P-RD	Middleburg, FL New 30" deep, 18'0" Dia Master Lift Station, gravity sewer and forcemain.	12" and 20" Forcemain Master Lift Station.	Clay County Utility Authority Clay County, FL	March 2008	May 2009	\$1,884,550.00	Applied Technology 411 Pablo Ave Jacksonville Bch, FL 32250 (904) 249-8009 Office (904) 249-8007 Fax	Darrell Damrow 3176 Old Jennings Road Middleburg, FL 32068 (904) 213-2408 Office (904) 213-2469 Fax
08002	Collins Road (Old Middleburg to Shindler Drive) Jacksonville, FL Constructing new 28.4 Lane Urban Roadway, New Pipe Stormwater Construction (Wet detention pond), Curb and Gutter, Bike Lane, Sidewalk, Roadway Lighting and Signalization.	10,740 LF RCP; 12" PVC Watermain 32,490 SY Asphalt; 16,329 LF Curb 6027 SY Concrete Sidewalk 8470 LF Handrail & Fence New Roadway Construction Street Lighting & Signalization.	City of Jacksonville & JEA Duval County, FL	September 2008	February 2012	\$3,131,571.00	HDR/RS&H Better Jax Team 200 West Forsyth St #1700 Jacksonville, FL 32202 (904) 360-5970 Office (904) 360-5995 Fax	Roger Miller HDR/RS&H Better Jax 200 West Forsyth Street, #1700 Jacksonville, FL 32202 (904) 360-5969 Office (904) 360-5995 Fax
09001	Pine Forest Drainage Improvements Jacksonville, FL Storm drain construction, watermain, forcemain, asphalt construction, driveways, sidewalks 4.6 acre excavated pond.	5000 LF: 4" - 24" Watermain 12,000 LF: 15" - 54" RCP Asphalt Paving Concrete D/W & S/W Pond Excavation.	City of Jacksonville & JEA Duval County, FL	February 2009	December 2011	\$3,721,204.00	Arcadis US, Inc. 1650 Prudential Dr #400 Jacksonville, FL 32207 (904) 721-2991 Office (904) 861-2450 Fax	Robert Scott City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8734 Office (904) 255-8913 Fax Dale Mills - JEA (904) 665-4454
09002	Bay Street Towncenter & Reversible Lanes Jacksonville, FL Demo of existing sidewalks, curb & gutter, installation of new brick paver sidewalks, landscape and irrigation, milling/resurfacing, mast arm signals, overhead lane use signals, fiber optic interconnect communication.	Demo 3100 SY Conc pavement & D/W 7087 SY Brick Pavers, Landscaping 1800 SY Sidewalks/Driveways Mill/Resurface, Signalization.	City of Jacksonville Duval County, FL	April 2009	October 2009	\$4,310,758.00	HDR Engineering, Inc. 200 West Forsyth St #800 Jacksonville, FL 32202 (904) 598-8964 Office	Robert Scott City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8734 Office (904) 255-8913 Fax
09003	Melba-Green Drainage Improvements Jacksonville, FL Storm drain construction, watermain, forcemain, asphalt construction, driveways, sidewalks, box culvert, 2.2 acre excavated pond.	4100 LF: 12" - 60" RCP 5200 LF: 8" - 16" Watermain Asphalt Construction 2160 SY - Concrete D/W & S/W Pond Excavation.	City of Jacksonville & JEA Duval County, FL	May 2009	September 2010	\$2,809,605.00	Stone Joca & Associates 7400 Baymeadows Way #220 Jacksonville, FL 32256 (904) 448-5300 Office (904) 448-0401 Fax	Paul Masters City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8717 Office (904) 255-8913 Fax Billy Steward - JEA (904) 655-4712

Project Experience List

Completed

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
09004 S-RD	Army Aviation Facility Jacksonville, FL Demolition of existing asphalt, excavation, concrete pavement, fence w/ rolling gate, storm drain, grassing.		RS&H Dept. of Military Affairs St. Augustine, FL	November 2009	December 2009	\$145,750.00	RS&H 10748 Deerwood PK Blvd S. Jacksonville, FL 32256 (904) 256-2500 Office (904) 256-2501 Fax	Mickey Johnson Barton-Malow Co. 7016 Davis Creek Road Jacksonville, FL 32256 (904) 886-5377 Office (904) 886-5378 Fax
09005 P-RD	Oceanway Towncenter Streetscape Jacksonville, FL Streetscaping consists of roadway improvements, new sidewalk, curb & gutter, street lighting, fencing, park with irrigation.	33,411 SY Mill/Overlay; 4694 LF of Curb & Gutter, New Sidewalks and Driveways, Textured Crosswalks, Alumnum Fencing, Landscape Lighting, Street Lighting/Signalization.	City of Jacksonville Duval County, FL	January 2010	July 2010	\$1,004,975.00	HDR Engineering 8075 Gate Parkway #204 Jacksonville, FL 32216 (904) 737-0090 Office (904) 737-0040 Fax	Shelby Hirsch HDR Engineering 8075 Gate Parkway #204 Jacksonville, FL 32216 (904) 737-0090 Office (904) 737-0040 Fax
10001 S-RD	I-95 SB Agricultural Station Nassau County, FL Construction Manager for clearing, grading, storm drain, roadway, concrete paving, pond excavation.	Construction Management	FDOT The LPA Group Tallahassee, FL	June 2012	February 2011	\$183,500.00	The LPA Group 1320 Executive Center Drive Tallahassee, FL 32301 (850) 205-0460 Office	Alan Borden CC Borden 1019 Roselle St. Jacksonville, FL 32204 (904) 354-3458 Office (904) 354-4770 Fax
10002 P-RD	San Marco Streetscape Improvements Jacksonville, FL Construction of roadway improvements, stormwater collection system, landscaping/irrigation, hardscape, brick pavers, (2) roundabouts, historic street lighting, water and sewer replacement.	28,282 SY Milling, 6442 CY 8" Conc Pavement, 3728 TN Asphalt, 16,758 LF Curb & Gutter 8293 SY Concrete Sidewalks 2771 LF RCP Storm Pipe Gravity Sewer, 8121 LF Water Main Pavement Markings, Signage, Signalization Landscape/Irrigation, Brick Pavers, Hardscape Street Lighting, JEA Elec Duct Bank Const.	City of Jacksonville & JEA Duval County, FL	September 2010	September 2013	\$7,661,358.00	R-A-M Professional Group 8298 Bayberry Road, #1 Jacksonville, FL 32256 (904) 731-5440 Office (904) 731-5465 Fax	Robert Scott, PE City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8717 Office (904) 255-8913 Fax
10003 S-RD	Brooklyn Infrastructure Jacksonville, FL Construction of pond & wall footings, including temporary sheet pile and shoring. Storm Drainage, Water and Gravity Sewer. Mill/Overlay Asphalt, Pavement Markings.	1460 LF of 15" - 72" RCP & ERCP 529 LF of Water & Gravity Sewer 4161 SY Mill/Overlay.	Hallmark Partners Jacksonville, FL	September 2010	June 2011	\$1,821,906.00	England, Thims & Miller 14775 Old St. Augustine Rd Jacksonville, FL 32258 (904) 642-8990 Office (904) 646-9485 Fax	Kevin Harmon Elkins Constructors, Inc. 701 W. Adams Street Jacksonville, FL 32204 (904) 353-6500 Office (904) 387-1303 Fax

Project Experience List

Completed

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
11001 P-RD	Magnolia Drainage Improvements Jacksonville, FL Drainage Improvements to include storm sewers, drainage structures, pavement repair, curb & gutter, sidewalk, fencing, grassing and water adjustments.	969 LF of 30" - 42" RCP, Storm Structures, 4" & 8" Water Main Adjustments, 12" Sanitary Sewer Adjustments, 910 LF Fence, 243 LF Curb & Gutter.	City of Jacksonville & JEA Duval County, FL	February 2011	October 2011	\$454,030.00	Connelly & Wicker 1060 Skinner Lake Dr # 500 Jacksonville, FL 32246	Tom McKnight City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8717 Office (904) 255-8913 Fax Wayne McDowell - JEA
11002 P-RD	Ocean Street Improvements Jacksonville, FL Removal & Reconfiguration of pavement and sidewalks to include brick pavers, landscaping, irrigation, street lighting and pavement markings.	588 SY 6" Concrete Sidewalk, 1020 SF Brick Pavers, Landscaping/Irrigation, Street Lighting and Pavement Markings	City of Jacksonville Duval County, FL	May 2011	October 2011	\$124,203.00	R-A-M Professional Group 8298 Bayberry Road, #1 Jacksonville, FL 32256 (904) 731-5440 Office (904) 731-5465 Fax	Robert Scott City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8717 Office (904) 255-8913 Fax
11003 S-RD	UNF Osprey Dining Facility Jacksonville, FL Demolition of existing dining facility and construction of a new full service dining facility with associated site work.	Site work: Force main, water main relocation, parking lot construction.	University of North Florida Jacksonville, FL	May 2011	Sept 2011	\$92,760.00	Smith-McCray Architects 3652 South 3rd Street, #150 Jacksonville Bch, FL 32250 (904) 242-7200 Office (904) 242-0404 Fax	Barton-Malow Companies 7016 Davis Creek Road Jacksonville, FL (904) 886-5377 Office (904) 886-5378 Fax
11004 P-RD	Kenyon Street Improvements Jacksonville, FL Installation of 4" PVC Force Main, 8" PVC Sanitary Sewer and a Low Duplex Pump Station.	50 LF - 4" PVC DR18 Force Main, 260 LF of 8" PVC Sanitary Sewer, Low Duplex Pump Station.	JEA Duval County, FL	June 2011	November 2011	\$278,945.00	J. Collins Engineering 11516-3 San Jose Blvd Jacksonville, FL 32223 (904) 262-4121 Office	Carlos Marina, PE - JEA 21 West Church Street Jacksonville, FL 32202 (904) 665-4498 Office
11005 P-RD	Nassau WRF Outfall - Phase 2 Yulee, FL Installation of 16" Sewer Force Main, 16" Reclaim Water Main, 12" Outfall Piping and Valve Station.	7850 LF - 16" DR25 PVC Sewer Force Main; 6700' DR25 PVC Reclaim Water Main; 1800' of 12" DR26 Slotted PVC Outfall Piping by open cut method.	JEA Duval County, FL	June 2011	June 2012	\$1,445,442.00	Jordan, Jones & Goulding	Elizabeth DiMeo, PE - JEA 21 West Church Street Jacksonville, FL 32202 (904) 665-4498 Office
11006 P-RD	SR 312 @ Plantation Ave St. Augustine, FL Mill & Overlay, Base & Shoulder Work, Drainage Improvements, Curb & Gutter, Signalization, Lighting and Highway Signing.	799 SY - 1-1/2" Mill & Overlay, 3100 SY Optional Base, 352 TNS SuperPave, 955 LF Curb & Gutter 356 SY 4" & 6" Concrete.	FDOT St. Johns County, FL	November 2011	April 2012	\$738,098.00	FDOT 1109 South Marion Ave Lake City, FL 32025	Stephen Spittle - FDOT 1109 South Marion Ave Lake City, FL 32025 (386) 312-4834 Office (386) 317-4840 Fax

Project Experience List

Completed

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
11007 P-RD	US-1 & SR312 Intersection Improvements St. Augustine, FL Roadway widening, base & shoulder work, mill and overlay, traffic separators, sidewalks, storm drainage, roadway signage and signalization.	21,000 SY Mill & Overlay 5,850 SY Asphalt Paving 758 SY Traffic Separators 468 SY Sidewalk, Concrete Islands Roadway Signs, Signalization.	St. Johns County St. Augustine, FL	November 2011	July, 2012	\$1,701,087.00	Arcadis 1650 Prudential Dr #400 Jacksonville, FL 32207 (904) 721-2991 Office	Greg Caldwell St. Johns County PO Box 3006 St. Augustine, FL 32085 1205 SR16, Zip 32084 (904) 209-0132 Office
11008 P-RD	Phase II - Jacksonville Beach Improvements Jacksonville Beach, FL Mill & Overlay, Base & Shoulder Work, Drainage Improvements, Curb & Gutter, Streetscaping, Lighting, Water and Sewer Improvements, Striping and Signing, Restroom Facility, Roadway Brick Pavers (1) Roundabout, specialty furnishings.	3069 SY 1 1/2" Mill, rdwy demolition, 2800 TNS asphalt paving, 14872 SY concrete pavers with aggregate base, 12250 LF of curb and gutter, 705 SY 7.5" Concrete Paving 3890 SY Concrete Sidewalk Sheetpile wall.	City of Jacksonville Beach Duval County, FL	November 2011	October 2013	\$6,264,302.00	GAI Consultants 1301 Riverplace Blvd #900 Jacksonville, FL 32207 (904) 363-1110 Office	Junior Lilly - COJB 1460A Shetter Ave. Jacksonville Beach, FL 32250 (904) 247-6219
11009 P-RD	New Berlin & Yellow Bluff Intersection Improv Jacksonville, FL Clearing & Grubbing, Intersection Widening, Turn Lanes Base & Shoulder Work, Drainage Improvements, Curb & Gutter, Sidewalks/Driveway Construction,	12,805 SY Asphalt, 6205 SY Milling 610 LF Curb & Gutter 600 SY Sidewalks/Driveways 578 LF of 15" - 24" RCP Pipe 19 Structures.	City of Jacksonville Duval County, FL	March 2012	November 2012	\$672,657.00	Waitz & Moye 3738 Southside Blvd #101 Jacksonville, FL 32216 (904) 642-8311 Office (904) 642-8336 Fax	Robert Scott City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8717 Office (904) 255-8913 Fax
12001 P-RD	Lift Stations Group #4 Various Locations, St. Johns County, FL Rehab of (8) existing lift stations: demo, new pumps and valves, electrical work.	Rehab of existing lift stations.	St. Johns County St. Augustine, FL	April 2012	January 2013	\$683,000.00	CH2M Hill Engineers 9428 Baymeadows Rd #300 Jacksonville, FL 32256 (904) 733-9119 Office	Jim Overton St. Johns County BOCC 1205 State Road 16 St. Augustine, FL 32084 (904) 209-2614 Office
12002 S-RD	Springer Controls Bldg Expansion Yulee, FL Site Clearing & Excavation, Septic Tank and Drainfield demolition/abandonment, New Lift Station, Force Main, Parking Lot Construction, Concrete Work.	New Lift Station 160 LF - 4" Force Main 306 LF - 15" to 24" HDPE 1715 SY Asphalt.	RUL/JWL Properties Amelia Island, FL	February 2012	December 2012	\$177,666.00	Gilette & Associates 20 South 4th Street Fernandina Beach, FL 32034 (904) 261-8819 Office (904) 261-9905 Fax	

Project Experience List

Completed

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
12003 S-RD	Florida Public Utilities - Site Work (Propane Yard) Fernandina Beach, FL Site clearing, storm drainage, Crushcrete/Millings Parking Area, Chain Link Fencing with Swing Gate.	1560 SY - Crushcrete/Milling 200 LF New Fencing w/ Swing Gate.	Florida Public Utilities Amelia Island, FL	March 2012	April 2012	\$44,000.00		Mark Herron Compass Group 961687 Gateway Blvd, #201M Amelia Island, FL 32034 (904) 261-0059 Office (904) 261-3438 Fax
12004 P-RD	Journey Church Yulee, FL Pond & Site Excavation, Lift Station, Force Main, Water Service, Fire Water Service, Storm Drainage, Asphalt Parking/Striping, Sod.	New Lift Station 155 LF - 2" to 4" Force Main 870 LF - 2" Water Main, 1280 LF - FM 202 LF - 15" to 36" HDPE 13 Precast Drainage Structures.	Journey Church Fernandina Bch, FL	April 2012	March 2013	\$915,285.00	Jim Lucas & Associates 1305 Cedar Street Jacksonville, FL 32207 (904) 396-3060 Office (904) 396-3456 Fax	Wes Hinton - Journey Church 95707 Amelia Concourse Fernandina Beach, FL 32034 Cell # (904) 557-3632
12005 P-RD	San Jose Watermain & Forcemain Replacement Jacksonville, FL Replacing 4" Force Main and 8" Abestos Cement Water Main in FDOT Right of Way.	2100 LF of 4" Force Main 2500 LF of 8" DI Wm Roadway Trench Patch.	JEA Duval County, FL	November 2012	March 2013	\$536,907.00	Applied Technology & Management 411 Pablo Circle Jacksonville Bch, FL 32250 (904) 249-8009 Office (904) 249-8007 Fax	Becky Cook, PE - JEA 21 West Church Street Jacksonville, FL 32202 (904) 665-4498 Office
12006 P-RD	Baptist Medical Center (Palm Ave & Parking Lot) Jacksonville, FL Streetscaping of Palm Ave and constructing new boulevard thru existing parking lot. New Asphalt, concrete sidewalk, brick pavers, storm drainage.	Demo of Parking Lot, New Asphalt Conc Sidewalk, Brick Pavers Landscape/Irrigation Street Lighting.	Baptist Med Center Jacksonville, FL	November 2012	November 2013	\$1,167,576.00	R-A-M Professional Group 8298 Bayberry Road, #1 Jacksonville, FL 32256 (904) 731-5440 Office (904) 731-5465 Fax	Paul Singletary Baptist Health Center 900 Prudential Drive Jacksonville, FL 32207 (904) 202-1525 Office
12007 P-RD	Putnam County Industrial Park PH-2A Putnam County, FL 23 AC Clearing/Grubbing, 1.5 AC Excavated Pond New 2-lane roadway, storm drainage, box culvert (10'x10') guardrail, pavement markings, signage.	3600 LF of New 2-Lane Roadway 23 Acres of Clearing & Grubbing 1.5 Acre new pond excavation 3480 LF of 18" - 54" RCP 21 Inlets/Manholes 10'0 x 10'0 Box Culvert w/Skimmer.	Putnam County Putnam County, FL	December 2012	October 2013	\$1,581,973.00	AMEC Environmental & Infrastructure 2000 E. Edgewood Dr #215 Lakeland, FL 33803 (863) 667-2345 Office (863) 687-2662 Fax	Felipe Rivera Putnam County Public Works PO Box 310 East Palatka, FL 32131 (386) 329-0386 Office

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Completed

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
12008 S-RD	FDOT SR 16 (T2441) St. Johns County, FL Base Work, Shoulder Treatment, Storm Drainage, Curb & Gutter, Concrete Sidewalks, H/C Ramps, Traffic Signals, Guardrail, Retaining Walls Roadway Signs.	9755 SY Stabilization 17,771 SY Concrete Sidewalks 1600 LF of 15" to 42" RCP MES/Inlets.	FDOT St. Johns County, FL	January 2013	October 2013	\$2,584,140.00	Colette Moss, PE DRMP, Inc. 941 Lake Baldwin Lane Orlando, FL 32814 (407) 896-0594 Office (407) 896-4836 Fax	Steve Britton Hubbard Construction Co. 5154 Edward Street Jacksonville, FL 32254 (904) 786-1020 Office
13001 S-RD	Publix @ Sawgrass Village Ponte Vedra Beach, FL Demo of existing asphalt parking lot. New asphalt, curb & gutter, storm drainage, water main, sewer, and firemain.	12,682 SY of Asphalt 2,343 LF of 3"-18" PVC Storm and 18-24" RCP 1881 LF Watermain.	Sawgrass Village Shopping Center, LLC Ponte Vedra Bch, FL	February 2013	November 2013	\$1,064,096.00	England, Thims & Miller 14775 Old St. Augustine Road Jacksonville, FL 32258 (904) 642-8990 Office (904) 646-9485 Fax	Josh Spooner Hawkins Construction, Inc. PO Box 1636 Tarpon Springs, FL 34688 (727) 938-9179 Office
13002 P-RD	FDOT SR202 (E2R15) Butler Blvd @ Hodges Blvd Jacksonville, FL Milling/Resurfacing, Shoulder Work, Drainage, Traffic Signals, Lighting, Roadway Signs, Guardrail, Concrete Sidewalks.	13,397 SY Milling & Resurfacing, 4511 SY Asphalt Work, 439 LF Storm Pipe.	FDOT Jacksonville, FL	August 2013	November 2013	\$1,028,749.00	James Driggers, PE - FDOT D2 Roadway Design Office 1109 South Marion Ave Lake City, FL 32025	Chris Beury, PE - JEAcas 1100 Cesny Blvd, 2nd Floor Jacksonville, FL 32211 (904) 380-6546 Office
13003 P-RD	Kings Ave Driveway (Homewood Suites) Jacksonville, FL Cut in new exit driveway: Asphalt, Concrete, Pavement Marking, Roadway Signage		Chase Properties Jacksonville, FL	July 2013	July 2013	\$54,781.00		Mike Balanky Chase Properties 3728 Phillips Highway, Ste. #360 Jacksonville, FL 32207
13004 P-RD	SR16 Water Main Relocation St. Johns County, FL Relocate existing Watermain via Open Cut Installation.	509 LF - Grout Filled 16" Watermain.	St. Johns County	July 2013	July 2013	\$154,781.00	St. Johns County Utility 1205 State Road 16 St. Augustine, FL 32084 (904) 209-2624 Office	Larry Miller, PE St. Johns County Utility Dept. 1205 State Road 16 St. Augustine, FL 32084 (904) 209-2624 Office
13005 P-RD	Carter & Kingbury FM & WM Relocation Jacksonville, FL Replacement of existing aging forcemain and galvanized water main.	3661 LF 6"-12" Watermain 4956 LF 10"-16" Sewermain 300 SY Conc. Driveways/Sidewalks.	JEA Duval County, FL	May 2013	December 2013	\$1,432,252.00	CDM Smith, Inc. 8381 Dix Ellis Trail #400 Jacksonville, FL 32256 (904) 731-7109 Office	Thomas Hamilton - JEA 21 West Church Street Jacksonville, FL 32202 (904) 665-4498 Office

Project Experience List

Completed

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
13006 P-RD	Balis Park (San Marco Square) Jacksonville, FL Rehabilitation of Existing Square in San Marco Brick Pavers, Concrete Sidewalk, Curb & Gutter.	2012 SF Brick Pavers 214 SF Concrete Sidewalk.	San Marco Preservation Society Jacksonville, FL	July 2013	July 2013	\$23,615.00	Doug Skiles, PE Envision Design Engineering 2002 San Marco Blvd, #203 Jacksonville, FL 32207 (904) 881-6145 Office	Doug Skiles, PE Envision Design Engineering 2002 San Marco Blvd, #203 Jacksonville, FL 32207 (904) 881-6145 Office
13007 P-RD	FDOT SR228 (T2494) Normandy Blvd @ I-295 Jacksonville, FL Milling & Resurfacing, Base Work, Lane Widening, Curb & Gutter, Traffic Signs, Lighting, Highway Signage, Guardrail and Gravity Wall, Traffic Separators.	7652 SY - Milling & Resurfacing 4195 SY Lane Widening 1023 LF Curb & Gutter Lighting & Signalization.	FDOT Jacksonville, FL	October 2013	June 2014	\$939,461.00	James Schlottman, PE RK&K 3504 Lake Lynda Drive #165 Orlando, FL 32817 (321) 397-7820 Office	Shannon Mobley, Proj Admin. GPI Southeast, Inc. 1010 E Adams St #140 Jacksonville, FL 32202 (904) 355-6948 Office
13008 P-RD	Grove Park Lift Station Improvements Orange Park, FL Upgrading and rehabilitation of (3) existing lift stations.	Lift Station Rehabilitation.	Town of Orange Park Orange Park, FL	November 2013	May 2014	\$451,525.00	Mike Kelter, PE Legacy Civil Engineers 630 Myrtle Ave Green Cove Springs, FL (904) 284-8103 Office	Russell Grimes Town of Orange Park 700 Ash Street Orange Park, FL 32073 (904) 264-7411 Office
13009 P-RD	Durbin Crossing - Parcel Y St. Johns County, FL Infrastructure for 120 townhome development, including earthwork, roadway, drainage, potable water reuse, storm, pond excavation, curb & gutter, sidewalks.	Clearing of 18 acres Excavation of 3 ponds 5,125 LF of Storm pipe 2,650 LF Potable Water Reuse 2,376 LF Sewer Pipe.	Mattamy Homes Jacksonville, FL	November 2013	June 2014	\$1,895,400.00	Neal Milligan, PE England, Thims & Miller 14775 Old St. Augustine Rd. Jacksonville, FL 32258 (904) 642-8990 Office (904) 646-9485 Fax	Cliff Nelson Mattamy Homes 7800 Belfort Parkway #195 Jacksonville, FL 32256 (904) 279-9500 Office
13010 P-RD	Blackrock Road Improvements Nassau County, FL Full depth reclamation of a rural two lane section, road widening, bridge replacement, shoulder construction sidewalk, and drainage improvements.	29,125 SY Reclamation 2,498 LF Storm Drainage GRS-IBS Bridge Replacement.	Nassau County BOCC Yulee, FL	November 2013	September 2014	\$2,830,191.00	Dow Peters, PE Peters & Yaffee Trans. & Traffic Engineering 10199 Southside Blvd #110 Jacksonville, FL 32256	Carrie Smithheart - Proj Admin for Nassau County England, Thims & Miller 14775 Old St. Augustine Road Jacksonville, FL 32258 (904) 642-8990 Office

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Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
13011 P-RD	CR210 & I-95 PH2 Improvements St. Johns County, FL Addition of (1) through lane of travel in each direction, replacement of Sampson Creek Box Culvert and installation of Steel Sheet Pile Wall into existing pond. Work includes curb & gutter, Traffic Signal Mastarms, Overhead Signs, Roadway Construction, Traffic Medians, and Pond Expansion, Renovation of (2) Pump Stations Pavement Markings, Roadway Signage.	23,885 SY Mill & Resurface 27,875 SY Road Reconstruction 4500 LF Storm Pipe w/ Inlets JEA Water & Utility Construction 16,025 LF Curb & Gutter.	St. Johns County & JEA	February 2014	December 2015	\$9,980,775.00	Scott Carter, PE Prosser Hallock 13901 Sutton Park Dr. S., #200 Jacksonville, FL 32224 (904) 739-6355 Office	Elie Assi, PE Eisman & Russo Consulting Engrs. 6455 Powers Ave Jacksonville, FL 32217 (904) 733-1478 Office
14001 P-RD	Hillcrest Bluff Subdivision Jacksonville, FL 72-Unit Subdivision: Water Pump Station, Gravity Sewer, Storm Drain, Roadway Construction and US17 Widening and Shoulder Improvements.	2150 LF 8" Sewer, 1100 LF 4" FM 2078 LF RCP, 2900 LF Water System 13,575 SY Roadway Construction Curb & Gutter, Sidewalks Roadway Signage.	KB Homes Jacksonville, FL	February 2014	September 2014	\$1,353,554.00	Ryan Weilersbacher Prosser Hallock 13901 Sutton Park Dr. S., #200 Jacksonville, FL 32224 (904) 739-6355 Office	Wes Hinton KB Homes 10475 Fortune Parkway #100 Jacksonville, FL 32256 (904) 596-6634 Office
14002 P-RD	Bella Serra Ph 1 Subdivision Jacksonville, FL 268 Lot Subdivision, single and multi-family Clearing, Grading, Water, Reuse, Gravity sewer, Pump Station, Forcemain, Storm, Roadway, Retaining Walls, Brick Pavers, UGE, Roadway Construction, FDOT improvements, Pond Cut-off Walls, Sidewalk, handrail.	390,000 CY of rough grading, 1500' cut-off walls, 1100' 6" FM, 9600' storm drain 15"-48"x76" 13000' of 8" and 10" Gravity Sewer 6800' of water 2"-12" 3800' of reuse 2"-12" , clear 72 AC 1500 SY of sidewalk 23000 SY of road way construction 5800' roof drains 8"-18" .	Standard Pacific Jacksonville, FL	March 2014	February 2015	\$8,790,058.00	Scott Lockwood England, Thims & Miller 14775 Old St. Augustine Rd Jacksonville, FL 32258 (904) 642-8990 Office	Mo Rudolph, Standard Pacific GP of Florida (Now CalAtlantic Homes) 90 Fort Wade Rd #100, Ponte Vedra Beach, FL 32081 Phone:(904) 825-3000
14042 S-RD	Commerce Blvd Extension Yulee, FL Clearing, grading, pond excavation, storm drain and utility improvements, roadway construction, pavement markings for a commercial development	11 Acres Clearing 13,765 SY Roadway Construction 2656 LF 15" - 60" RCP Pipe, Structures 3027 LF C&G, 1335 SY Sidewalk	Villages of Amelia Jacksonville, FL	May 2014	October 2014	\$1,682,330.00	Kyle Davis DB Civil Works 1633 San Marco Blvd, #5 Jacksonville, FL 32207 (904) 396-6115 Office	Patrick Schramm TCI Construction 1 Sleiman Pkwy Suite #100 Jacksonville, FL 32216 (904) 731-4875 Office
14044 P-RD	Celestina PH 1 & PH II Jacksonville, FL Manage bid process and various contractors to perform total site work scope for a +/- 400 lot subdivision.	Manage bid process and various contractors to perform total site work scope for a +/- 400 lot subdivision.	Standard Pacific Jacksonville, FL	September 2014	December 2015	\$15,862,553.00	Joe Tarver England, Thims & Miller 14775 Old St. Augustine Rd Jacksonville, FL 32258 (904) 642-8990 Office	Mo Rudolph, Standard Pacific GP of Florida (Now CalAtlantic Homes) 90 Fort Wade Rd #100, Ponte Vedra Beach, FL 32081 Phone:(904) 825-3000

Project Experience List

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Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
14046 P-RD	Commerce Blvd/A1A Intersection Improvements Yulee, FL Demo, Asphalt Pavement, Drainage Improvements, Curb & Gutter, Erosion Control, MOT, Signal Equipment Signage, Pavement Marking.	Demo 1000 SY of existing asphalt, 1165 SY 6"-8" limerock base, 500 LF 24" - 48" RCP storm pipe, 1400 LF 6"- 24" striping, 1030 LF Curb & gutter.	Nassau County Yulee, FL	May 2014	March 2015	\$608,442.71	DB Civil Works 1633 San Marco Blvd, #5 Jacksonville, FL 32207 (904) 396-6115 Office	Nassau County BOCC 76347 Veterans Way Ste 456 Yulee, FL 32097
14047 P-RD	Dobbs Road/ Kings Estate Intersection St. Johns County FL Construction of new alignment of Kings Road to one intersection at Dobbs Road & Kings Road Estates.	24,600 SY Asphalt, 4375 LF curb & gutter, 2400 LF 10 PVC WM, 1,600 LF 12" FM, 4,300 LF Curb & Gutter.	St. Johns County BOCC	November 2015	August 2015	\$2,797,587.91	Arcadis US, Inc. 1650 Prudential Dr #400 Jacksonville, FL 32207 (904) 721-2991 Office	Mike Adams St. Johns Co. Engineering 500 San Sebastian View St. Augustine, FL 32084
14048 P-PL	Halifax Plantation WTP Ormond Beach, FL Improvements to Water Treatment Plant. Installation of packed tower aeration, pH adjustment, & membrane cleaning.	Install a forced-draft degasifier tower, two degasification and two dilution blowers, carbon dioxide storage & feed system, a cascade tray aerator on top of the existing 0.5 MG ground storage tank.	Volusia County BOCC	February 2015	April 2016	\$1,733,295.00	David Prah, CDM 2301 Maitland Center Pkwy Maitland, FL 32751 (407) 660-2552 Office	Scott Mays Volusia County BOCC 123 West Indiana Ave Deland, FL 32720 (386)736-5935 Office
14049 P-RD	NAS Jax Reuse Project Phase 2 Jacksonville, FL Inter connecting pipelines at NAS golf Club and work on irrigation zones 2,3, and 4.	11,684 LF 10" PVC Reuse.	City of Jacksonville	January 2015	October 2015	\$1,319,751.00	Arcadis US, Inc. 1650 Prudential Dr #400 Jacksonville, FL 32207 (904) 721-2991 Office (904) 861-2450 Fax	Ron Stein City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8717 Office (904) 255-8913 Fax
14050 P-PL	Oatland Island Savannah, GA Upgrades to the wildlife center water system.	Install of 15,000 gallon steel storage tank, Improvements to habitat ponds, removal of GST, removal of elevated storage tank.	Savannah-Chatham County Public School System (SCCPSS)	January 2015	October 2015	\$825,000.00	Thomas & Hutton 50 Park of Commerce Way Savannah, GA 31402 (912) 234-5300 Office	Mark Pickering, P.E. SCCPSS-Savannah-Chatham Co. Public School System 208 Bull Street, Room 305 Savannah, GA 31401 (912) 395-5600

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Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
14052 P-PL	Lake Alapaha Water System Upgrade 6328 Lake Alapaha Blvd. Naylor, GA 31641 Improvements to the Lake Alapaha Water System Removal of existing degasifier, installation of MIEX water treatment system, pre-engineered metal building.	Removal of existing degasifier, installation of MIEX water treatment system, pre-engineered metal building, and all site improvements.	Lowndes County BOCC	March 2015	November 2015	\$392,700.00	Lovell Engineering Assoc. 3998 Inner Perimeter Road Valdosta, GA 31602 (229) 253-0900 Office (229) 253-1842 Fax	Mike Fletcher Lowndes County BOCC 327 N Ashley St. Valdosta, GA 31601 (229) 671-2424 Office
14053 P-RD	FDOT Southside Blvd Intersection EZT18 Southside Blvd & Deercreek Club Rd. Roadway Improvements for SR 115 from Deerclub road to 171 miles north of Southside Blvd.	4279 SY Milling & resurfacing, Base work, Drainage Improvements, Curb & Gutter, Traffic Signals, Highway Signing, MOT, 267 LF 18" RCP	FDOT	April 2015	December 2015	\$658,468.53	Jacobs Engineering Group 245 Riverside Ave Ste # 300 Jacksonville, FL 32202 (904) 636-5432 Office (904) 636-5433 Fax	Daniel Lahey, P.E. Florida Dept of Transportation District 2 1109 S Marion Ave. Lake City, FL 32025 (904) 360-5629
14043 P-RD	E2R81 FDOT Argyle Forest & SR 21 Turn Lane Improvements FDOT District 2, FL Roadway and Pedestrian Improvement which included the construction of a new turn lane.	Work includes milling & resurfacing, MOT, signalization, drainage, erosion control, concrete removal, installation of a new turn lane, pavement markings, curb & gutter, and hand rails.	FDOT District 2	January 2016	April 2016	483,184.89	Ron Hoogland GAI Consultants 1301 Riverplace Blvd #900 Jacksonville, FL 32207 (904) 363-1110 Office	Sheldon Cash FDOT 1109 S Marion Ave. Lake City, FL 32025 (904) 360-5562
15055 S-RD	Sawgrass Village PH2 Sawgrass Village Shopping Center PGA Tour Drive Ponte Vedra Beach, FL 31 Modification of an existing shopping center.	Work includes site work storm drainage, sanitary sewer, fire main, potable water, parking lot construction, pavement markings, curb & gutter and sidewalks. Demo of existing pavement, curb and concrete sidewalk.	Sawgrass Village Shopping Center, LLC	February 2015	March 2016	\$2,023,832.00	Lionell Perez, PE England, Thims & Miller 14775 Old St. Augustine Rd Jacksonville, FL 32258 (904) 642-8990 Office (904) 646-9485 Fax	Donnie Holland Hawkins Construction, Inc. PO Box 1636 Tarpon Springs, FL 34688 (727) 938-9179 Office

Project Experience List

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Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
15057 P-PL	Hinesville/Ft. Stewart WWTP 629 Hero Road Fort Stewart, GA Project Description: Modification of existing site for the demolition and reconstruction of the joint Hinesville and Ft. Stewart wastewater treatment plant. Construct new headworks, pump station, SBR, Filters, UV system, three retention ponds, and three operations buildings. Retrofit roofs of existing buildings and two digester basins to anaerobic tanks. Demo old wastewater treatment plant.	10,000 cubic yards of concrete. Over 600 tons of rebar. 4000 linear feet of fencing. 1,000 linear feet of 24" polymer pipe. 2,250 linear feet of water line. 1,500 linear feet of stainless steel air pipe. 870 square yards of concrete paving. Drove 691 45' long piles.	City of Hinesville	April 2015	September 2017	\$14,233,715.00	PC Simonton & Associates 309 N. Main Street Hinesville, GA 31310	City of Hinesville 115 East ML King Jr Drive Hinesville, GA 31313 (912) 876-3564 Office
15058 P-PL	Fleming Island Water Treatment Facility 1170 Radar Road Fleming Island, FL Modifications to the existing Fleming Island Water Treatment Facility.	Modifications of existing treatment facility include new 12" Yard Piping, Bypass Pumping Units, New Effluent/Reuse Water Pumping Station, Rehab existing Influent Structure Modification of Biological Treatment Units.	Clay County Utility Authority	May 2015	April 2016	\$2,025,000.00	J. Collins Engineering 11516-3 San Jose Blvd Jacksonville, FL 32223 (904) 262-4121 Office	Ken Fraser Clay County Utility Authority 3176 Old Jennings Road Middleburg, FL 32068 (904) 272-5999 Office kfraser@clayutility.org
15059 P-PL	Vienna Waste Water Treatment Plant 100 Plant Street Vienna, GA Renovation & Expansion of Plant Street Water Treatment Plant in Vienna, Georgia.	Renovation & Expansion of existing Waste Water Treatment Plant including new Influent Pump Station, Replacing Pumps in Existing Pump Station, Demo of existing piping, valves and controls, Renovation of in-plant pump station, New Control/Laboratory Building.	City of Vienna, GA	April 2015	March 2016	\$2,181,946.00	SOWEGA Engineering, LLC 158 East Lee Street Dawson, GA 39842 (229) 995-6364 Office (229) 995-4892 Fax	Mike Bowens The City of Vienna, Georgia 203 W. Cotton Street Vienna, GA 31092 (229) 268-4744 Office michael.bowens@cityofvienna.org

Project Experience List

Completed

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
15060 P-RD	Old Kings Road Extension 1970 Old Kings Road Palm Coast, FL 0.703 mile extension of Old Kings Rd, a four lane, divided urban roadway with two 11-ft travel lanes in two directions, a 22' wide median and 8' sidewalks on both sides. Modification of an existing floodplain. Reconstruction of the intersection of Old Kings Rd with Forest Grove Drive. Signalized intersection with widening and turn lanes at Matanzas Woods Pkwy. Local agency project in conjunction with FDOT.	Clear/grub 11 AC, 18000 SY of new asphalt roadway, 12480 LF of curb and gutter, 5850 SY of 8' wide concrete sidewalk, 4"/6" ditch paving, Traffic Separator Type 1, Milling/Resurfacing, stamped/colored concrete island, pond excavation, 76600 CY of soil placement, 80 LF of 60" RCP, 948 LF of 54" RCP, 3350 LF of 15"-30" RCP, 75 FDOT storm structures, 13-run of 18" RCP with 84 LF of Cantilever Retaining Walls, 315 LF Triple 8'x7' Box Culvert with endwalls, 300 LF FDOT Type 1 Handrail, Striping and Signage, Conduit and pull boxes for roadway lighting system, 36' and 46' mast arms, traffic signals/controller, pedestrian signals, electrical conduit, traffic loops, illuminated signs, landscaping and irrigation with soil amendments and tree bracing, 30,000 SY of sod, maintenance of traffic, erosion control.	Flagler County BCC	August 2015	August 2016	\$4,831,578.59	Matthew Maggione Englund, Thims & Miller 14775 Old St. Augustine Rd Jacksonville, FL 32258 (904) 642-8990 Office (904) 646-9485 Fax	Jeff Begovich Tierra, Inc. 591 Susan B. Britt Ct. Winter Garden, FL 34787 (407)877-1354
15062 S-PL	NAS Interim WWTP Repair NAS Jacksonville, FL This is a Design-Build Subcontract to Furnish and Install the process water treatment equipment and accessories.	Prepare Existing plant to receive and install a Continuous Precipitation System and 2 Aquasavers with pH control including all appurtenances, start-up and testing.	Naval Facilities Engineering Command Public Works Jacksonville, FL	July 2015	May 2016	\$977,832.00	Design/Build	Aerostar SES 11181 St. Johns Industrial Pkwy N Jacksonville, FL 32246 (904) 565-2820 Office
15063 P-PL	Alachua Ave Pump Station 7039 Alachua Avenue Jacksonville, FL 32210 Replace and completely rehabilitate the Alachua Pump station.	Upgrade, rehabilitate & bypass the current station. Demolish selected interior components of the existing pump station structure. Phase 1 will be completed without shutting down the station. Phase 2 will require complete shutdown and bypassing of station to install three new 150HP sewage pumps and associated mechanical piping size 18"-30"	JEA	October 2015	Phase 1 Completed June 2016 Phase 2 Completw October 2017	\$2,960,569.00	Applied Technology & Management 411 Pablo Circle Jacksonville Bch, FL 32250 (904) 249-8009 Office (904) 249-8007 Fax	

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Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
15064 S-RD	Longleaf Subdivision Phase 3 & 4 Old Middleburg Rd. S. Jacksonville, FL 32216	Complete site development for a single family subdivision including wetland creation areas. Project completed in two separate phases	Lennar Homes LLC	October 2015	March 2017	\$4,644,523.00	Mike Bowles Dominion Engi. Group 4348 Southpoint Blvd Suite 204 Jacksonville, FL 32216 (904) 854-4500 Office (904) 854-4505 Fax	Scott Keiling; Bob Deahl Lennar Homes 9440 Phillips Highway Suite 7 Jacksonville, FL 32216 (904) 745-8052 Office (904) 380-0898 Fax
15066 P-RD	Masters Tract Wetland Cells Project CR 13 (Main Street) & CR 207 Hastings, FL	Construction and installation of 60 AC of wetland cells.	St. Johns County	November 2015	April 2017	\$1,819,005.00	Bruce Myhre Jones Edmunds NE Waldo Rd. Gainesville, FL (352)377-5821	Brian Kelsay St. Johns Cty Engineering Public Works Department 2470 Industry Center Rd. St Augustine, FL 32084 (904) 209-0110 Office
15067 P-RD	Burke Stormwater Pond D/B Jacksonville, FL	Design-Build project consisting of pond remediation, including ash and petroleum contaminated material removal. Includes preparation of Limited Assessment Report, IRAP/ RAP submittals, and treatment of existing pond water for discharge. Modification of existing site including grading, storm drain, clearing/ grubbing and f rip rap rubble.	City of Jacksonville	February 2016	February 2017	\$2,881,800.00	Ron Hoogland GAI Consultants 1301 Riverplace Blvd #900 Jacksonville, FL 32207 (904) 363-1110 Office	Jeff Foster City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8502 Office

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Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
15068 P-RD	FDOT T2607 I-95 @ St. Augustine Road I-95 @ St. Augustine Rd, Jacksonville, FL Construction of approx. 1.25 miles of new roadway. the resurfacing of all lanes of I-95 and the addition of one auxiliary lane, Northbound and Southbound, to the stretch of I-95 between Old St. Augustine Road and I-295 in Jacksonville, FL. Other minor activities include signalization/signing improvements, "special ditch" construction (rather than retention/detention ponds), and construction of a rigid-shoulder barrier wall along one of the exit ramps.	68000 SY of milling, 27250 SY of stabilization, 9770 tons of asphalt. 10370 LF of barrier wall, rigid shoulder barrier wall, concrete curb, traffic separator, sidewalk, ditch paving, guardrail, signing, striping, traffic & pedestrian signal improvements, and special ditch construction.	FDOT	December 2015	November 2017	\$4,085,991.00	Greg Bowyer, PE Wantman Group, Inc. 4371 US Highway 17 Suite 203 A Fleming Island, FL 32003 (561) 687-2220	
15058 P-PL	Fleming Island Water Treatment Facility 1170 Radar Road Fleming Island, FL Modifications to the existing Fleming Island Water Treatment Facility.	Modifications of existing treatment facility include new 12" Yard Piping, Bypass Pumping Units, New Effluent/Reuse Water Pumping Station, Rehab existing Influent Structure Modification of Biological Treatment Units.	Clay County Utility Authority	May 2015	April 2016	\$2,026,000.00	J. Collins Engineering 11516-3 San Jose Blvd Jacksonville, FL 32223 (904) 262-4121 Office	Ken Fraser Clay County Utility Authority 3176 Old Jennings Road Middleburg, FL 32068 (904) 272-5599 Office kfraser@clayutility.org
15071 P-RD	Coastline Bypass Jacksonville, FL Construction of temporary travel lanes from Coastline Drive to Newman Street.	The demolition and landscaping, and the construction of driveway access to and from Hyatt Regency Jacksonville Riverfront on Newman Street and South Market Street. Includes asphalt paving, concrete sidewalk, curb & gutter, and signing & striping.	City of Jacksonville	February 2016	March 2016	\$152,855.00	John M. Baxter, PE No 62796 214 N. Hogan St. 10th Floor Jacksonville, FL 32202	Tom McKnight City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8717 Office (904) 255-8913 Fax
16074 P-RD	Racetrack Road, Julington Creek Plantation to CR2209 St. Johns, FL Widening of Racetrack Rd. to include the construction of stormwater management facility, drainage structure and pipe, sidewalk removal and construction, driveway removal and construction, asphalt removal and construction, traffic signal mastarms, overhead sign structures, vegetation removal and replacements, detectable warning construction, utility coordination, ditch grading and excavation, restoring and armoring ditches, erosion control, sodding, television of pipes, and maintenance of traffic.	4500 sy mill & surface existing road, widen approx. 4,860 LF roadway from 2 lanes to four lanes, with 39600 sy of stab., 10" linerock base, 5' & 8' wide concrete sw, 5500 LF curb & gutter, Type IV traffic sep., ditch pavement, 18"-36" RCP Storm, 27 storm structures, signalization improvements.	St. Johns County	May 18, 2017	June 2017	\$4,147,076.00	Ronald F. Hoogland, PE GAI Consultants 1301 Riverplace Blvd Suite 900 Jacksonville, FL 32207 (904)363-1110	Dawn Cardenas, Purchasing Manager St. Johns County 500 San Sebastian View St. Augustine, FL 32084

Project Experience List

Completed

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
16075 P-RD	Roosevelt Water Main Jacksonville, FL Installation of new water main along Roosevelt Blvd, driveways, ditch restoration, and sodding.	This project includes the installation of approximately 9,200 LF of open cut 16" Ductile Iron water main, (5) 20" horizontal directional drills totaling approx.. 1,121 LF, approx. 470 LF of 24" steel casing installed by Jack and Bore under Roosevelt Blvd and a CSX railroad. Project included approx. 9,200 LF of ditch restoration and sodding, concrete and asphalt driveway replacement, and all associated appurtenances.	JEA	May 4, 2016	April 2017	\$1,604,814.00	Ejaz Ahmad, P.E. CMTS 31 West Adams St., Ste. 102 Jacksonville, FL 32202 904-739-9804	Arthur R. Bides, P.E. JEA Project Manager 21 West Church St., Twr 4 Jacksonville, FL 32202 (904) 665-8515
16076	Celestina Signalization Racetrack Road, St. Johns County, FL Modify intersection to accommodate new traffic & pedestrian signals.	Install Signalization, striping, minor sidewalk, drainage, and striping for pedestrian crosswalk at Celestina Subdivision entrance.	Cal-Atlantic Homes	June 2016	July 2017	\$293,628.00	Mark Manwell, PE ETM 14775 Old St. Augustine Road Jacksonville, FL 32258 (904)642-8990	Mo Rudolph Now CalAtlantic Homes 90 Fort Wade Rd #100, Ponte Vedra Beach, FL 32081 (904) 825-3000
16078 P-PL	Nocatee & Bartram Water Storage Expansion Jacksonville, FL Construct new Prestressed Concrete Tanks, New Piping, Valves, Site Work, & Electrical/instrumentation.	New 3.5 Million Gallon Prestressed Concrete Tank at Nocatee North, New 2.4 Million Gallon Prestressed Concrete Tank at Bartram Repump Stations, New Piping, Valves, Site Work, & Electrical/instrumentation.	JEA	July 2016	April 2017	\$3,106,508.00	John E. Collins, Jr., P.E. J. Collins Engineering Associates, LLC 11516-3 San Jose Blvd. Jacksonville, FL 32223 262-4121 Office (904)	Andrew May, P.E. 21 W Church St. Jacksonville, FL 32202 (904) 665-4510 Office
16080 P-PL	Windward Ranch 156 Windward Ranch Blvd, St. Augustine, FL 32092 Clearing and mass grading of a single family subdivision.	Clear and grub 80ac, excavate and place/compact 70300cy, 500 LF 26"-28" RCP storm drain.	Lennar Homes	August 2016	February 2017	\$1,278,254.00	Justin Williams, P.E. Connelly & Wicker Inc. 10060 Skinner Lake Dr., Suite 500 Jacksonville, FL 32246 32246	Bob Deahl Lennar Homes, LLC 9440 Philips Hwy., Suite 7 Jacksonville, FL 32256 (904)380-0777

Project Experience List

Completed

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
16081 S-RD	Ravella @ Town Center Apt. Homes Jacksonville, FL Construct a new multi-family development, utility installation, storm drainage, curb & gutter and limerock base, and asphalt pavement/parking area. Project includes demo existing parking lot, new utilities, and storm and parking lot.	Approximately 6000 SF of asphalt demo, 425 LF of sewer installation, 245 LF of water main, 1400 LF of storm drain, 1270 LF of curb & gutter, and 2000SY of limerock/asphalt paving.	Stanmore/ADEF Jax Owner, LLC	December 2016	September 2017	\$515,055.00	Lindsay Keller, PE ETM 14775 Old St. Augustine Rd. Jacksonville, FL 32258 904-642-8990	
16082 P-PL	Talleyrand Marine Terminal Phase 1 Jacksonville, FL Site work and piling for 2 LNG and 2 Liquid Nitrogen Tanks, concrete and masonry work.	Furnishing and maintaining erosion and sediment control provisions. Constructing a pile supported foundation and install 2 liquid nitrogen storage tanks. Construct 2 concrete equipment pads that will support equipment installed by the Contractor. Constructing a concrete masonry unit fire wall on a concrete spread foundation, a containment pit with concrete walls and floor lined with autoclaved aerated concrete (AA). A below grade concrete trench with concrete walls and floor and cast iron grating and covers. Relocating an existing waterline installing a storm drain. Installing communication and electrical conduits and compressed air piping. Selective pavement removal, site grading, and construction of concrete retaining walls.	Eagle LNG Partners	December 2016	October 2017	\$ 2,165,708.00	Adam Davisson, P.E. HDR Engineering, Inc. 200 W. Forsyth St. Suite 800 Jacksonville, FL 32202 (904)598-8934	Mike Hosford, SVP Eagle LNG Partners Jacksonville II LLC 20445 State Hwy 249 Suite 250 Houston, TX 77070
17084 P-PL	SURPP Blowdown Piping Jacksonville, FL Removal and installation of a new 42" cooling tower blowdown line. The blowdown line serves ST. John's River Power Park, however the location of the blowdown piping is at the JEA Northside Generating Station circulating water discharge structure.	Procurement, fabrication, erection, including piping supports for the FRP piping system.	JEA	Feb. 21, 2017	June 2017	\$ 1,654,190.00	Jim Church Black & Veatch 12740 Gran Bay Pkwy West Suite 2140 Jacksonville, FL 32258	Larry Bradley JEA 21 West Church St. Jacksonville, FL 32202

Project Experience List

Completed

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
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Project Experience List

Completed

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
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Project Experience List

Ongoing

Project # Prime/Sub	Project Name, Location & Description	S=Subcontractor	RD=Roadway Project	PL=Plant Project	Scope	Owner	Date Started	Date Completed Est	Contract Price	Design Engineer Information	Reference/Contact Information
14043 P-RD	E2R81 FDOT Pushbutton Safety Design Build										
	FDOT District 2, FL Pedestrian Safety Improvements throughout District 2 including crosswalks, signalization. Sidewalk, striping, signage, ADA improvements, lane widening, paving. Improvements throughout District 2.				Safety Contract with FDOT for 4 yrs providing Design/Engineering and Construction for areas needing Safety Improvements throughout District 2.	FDOT District 2	August 2014	On-Going Est Completion August 2018	\$9,000,000.00	Ron Hoogland GAI Consultants 1301 Riverplace Blvd #900 Jacksonville, FL 32207 (904) 363-1110 Office	Rodney Cooper FDOT 1109 S Marion Ave. Lake City, FL 32025 (904) 360-5629
15054	NAS Jax Commissary (Hoar Construction)										
S-RD	951 Allegheny Road Jacksonville, FL Modification of existing site for the demolition and reconstruction of three new facilities on Jacksonville Naval Base. Demo existing site and provide new utilities, grading, storm drain. Construct new asphalt parking lot, concrete paving, sidewalk, curb and gutter, pavement markings, signage and landscaping.				34850 SY asphalt parking demo, grading, construct 47000 SY of asphalt parking lot, 1420 LF 4" PVC Forcemain, Temporary lift station, 2100 LF of 6"-8" PVC gravity sewer, 3000 LF of 4"-8" PVC water main, 4920 LF of 12"-30" RCP, 5800 SY of 5" sidewalk, 9300 SY of 6" reinforced concrete paving, 12200 LF curb and gutter, 7 EA Rain Tank treatment systems	Defense Commissary Agency (DeCA)	February 2015	On-Going Est Completion December 2017	\$8,622,896.00	Comwell 101 South Spring Street Little Rock, AR 72201 (501) 372-2900 Office	Joel Brown Hoar Construction, LLC Two Metroplex Dr., Ste #400 Birmingham, AL 35209 (205) 423-2207 Office (205) 423-2323 Fax
15056	FDOT JTB & I-95 Interchange E2R91										
S-RD	JT Butler Expressway and I-95 Jacksonville, FL Interchange modification with flyovers, ponds, road widening and drainage. Site work including excavation of multiple ponds, embankment and drainage improvements.				355,536 CY Excavation, 182,164 CY Embankment, 10,161 LF of Storm Drainage Pipe & 171 Storm Drainage Structures, 257 LF Jack & Bore, 98,853 SY Roadway, 12,925 LF Curb (Subgrade Only), 3,373 LF Shoulder Gutter (Subgrade Only), 8,851 LF Median Barrier Wall (Cut & Backfill Only) 570 LF 12" Trench Drain, Grading, Demo Curb, Demo Asphalt, Demo Sidewalk, Demo Storm Drainage Pipe & Structures, Soundwall Grading, Temporary Pavement Base	FDOT	February 2015	On-Going Est Completion December 2017	\$8,358,288.59	Joseph Roselli, PE Horizon Engineering Group 2603 Maitland Ctr Pky Ste B Maitland, FL 32751 (407) 644-7755 Office (407) 644-7855 Fax	Sema Construction 6200 Hazelton National Dr. Ste #100 Orlando, FL 32822 (407) 563-7900 Office (407) 563-7999 Fax

Project Experience List

Ongoing

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
15061 P-RD	FDOT T-2583 I-10 (Cassat to I-295) Jacksonville, FL Construction to include Pond Construction and a new drainage collection system. Drainage improvements including installation of pipe ranging from 15" to 60" adjacent to I-10/ Cassidy Ave. Depth of drainage installation exceeds 20' deep in most areas. Also includes pond construction at Stuart Ave and milling and resurfacing of city streets along pipe corridor.	285 LF of 15"-24" pipe, 120 LF of 36" -48" pipe, 6,060 LF of 54"-60" Pipe, 81,650 CY of regular excavation, 11,500 CY of subsoil excavation, 19,000 SY of geosynthetic pond liner, 4,600 SY of milling and resurfacing., Contaminated soil removal, ASH removal, contaminant testing	FDOT	September 2015	On-Going Est Completion December 2017	\$2,881,800.00	Jose Pereira Jacobs Engineering 245 Riverside Ave Suite #300 Jacksonville, FL 32202 (904) 636-5432 Office	FDOT-District 2 1109 S Marion Ave. Lake City, FL 32025 (904) 360-5629 Office
15069 P-RD	New World Avenue Extension to Chaffee Road Jacksonville, FL Design Build Project for Construction of New World Avenue Extension to Chaffee Road consists of 1.5 miles of new roadway construction. Includes construction of three ponds, full storm drainage system, lighting, signalization, landscaping, signage, pavement markings, sidewalk, curb and gutter, widening and resurfacing of Chaffee Rd.	27 acres of clearing and grubbing, 146,000 CY of embankment, 35,000 CY of excavation, 3,730 LF of 18"-24" RCP, 3,930 LF of 30"-36" RCP, 1,550 LF of 42"-48" RCP, 31,400 SY of limerock base, 42,000 SY of asphalt paving, 7,700 SY of 5" sidewalk, 16,750 LF curb and gutter.	City of Jacksonville	February 2016	On-Going Est Completion April 2018	\$6,461,500.00	Allan Iosue Pond & Company 10199 Southside Blvd Suite 103 Jacksonville, FL 32256 (904) 543-0400 Office (904) 543-0203 Fax	Tom McKnight City of Jacksonville 214 N. Hogan Street Jacksonville, FL 32202 (904) 255-8717 Office (904) 255-8913 Fax

Project Experience List

Ongoing

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
15070 P-PL	City of Cocoa Clearwell & Reject Pond City of Cocoa, FL Surface Water Plant Clearwell Addition and Reject Pond Rehabilitation	700,000 Gallon In-Ground Concrete Clearwell; 30 MG/Per Day Transfer Pump Station; Building with Electrical Equipment Room; Yard Piping, Instrument & Control Improvements, Demolition & Replacement of existing 1.3 million gallon reject storage pond concrete liner and underdrain system.	City of Cocoa, FL	January 2016	On-Going Est Completion March 2018	\$8,730,271.00	Dean Garcia, PE CH2M Hill 3011 SW Williston Rd Gainesville, FL 32608 (352)335-7951 Office	David Fisher City of Cocoa 65 Stone Street Cocoa, FL 32922 (321) 433-8833 Office
16073 P-PL	Cocoa Filter Project City of Cocoa, FL Filter Media Removal and Replacement	Filter Media Removal and Replacement. The Dyal WTP uses Filtration as a process to remove suspended solids from the water. The Filters are now becoming ineffective due to Growth in the Media.	City of Cocoa, FL	June 2016	On-Going Est Completion October 2017	\$253,000.00	Dean Garcia, PE CH2M Hill 3011 SW Williston Rd Gainesville, FL 32608 (352)335-7951 Office	City of Cocoa 65 Stone St. Cocoa, FL 32922 (321)433-8844
16077 S-RD	The Strand & Off-site Roadway Improvement Projects Jacksonville, FL Construct a commercial retail sales site development adjacent to the St. Johns Town Center. Clearing/grubbing, mass grading, water utilities, construction of retaining wall(s) and parking lot construction are also included.	Approximately 35 Acres of clearing, grubbing, and stumping, 10500 LF of storm drain ranging from 8" to 42", 70+ storm drain structures, 5000 LF of 8"-10" gravity sewer, 28 sanitary manholes, 5000 LF of 4" water main, 7250 LF of 8"-12" water main, 85000 SY of stabilization, 82500 SY of limerock base, 82500 SY of asphalt pavement for parking/roadway construction, 27000 LF of curb & gutter, and 8000 SY of concrete sidewalk, and 3100 SF of retaining wall construction.	PGP Jacksonville TC, LLC	June 20, 2016	On-Going Est Completion February 2018	\$10,293,433.00	W. Scott Land, PE ETM 14775 Old St. Augustine Rd Jacksonville, FL 32258 904-642-8990	Jodie Harrison Hear Construction, LLC Two Metroplex Dr., Ste #400 Birmingham, AL 35209 (205) 423-2207 Office (205) 423-2323 Fax

Project Experience List

Ongoing

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
16089 S-RD	Integra Riverside Jacksonville, FL This is a multi-family development for which we are a subcontractor to Landsouth Construction. Major work activities include clearing/grubbing, pond excavation, stabilization, linerrock base, roadway construction, sidewalk, curb & gutter, building pads, storm drainage, utilities, and retaining wall(s).	Approximately 18 acres of clearing and grubbing, excavation of 36250 CY apartment building pad construction, 24000 SY of stabilization, 22250 SY of linerrock base, 8250 LF of curb & gutter, 22250 SY of asphalt pavement, 12"-42" RCP/HDP 4500 LF of storm drainage, 48 storm drain structures, 2600 LF of 4"-8" pvc water & fire main, FDC connection, 8" BFP, fire risers, 1700 LF of 8" pvc sewer utilities, and 3850 SF of retaining wall construction.	Integra Riverside, LLC	August 2016	On-Going Est Completion March 2018	\$2,441,766.00	Tamara Henderson, PE GAI Consultants 1301 Riverplace Blvd. Suite 950 Jacksonville, FL 32207	Mark Ondish Landsouth Const. 1680 The Greens Way Jax Beach, FL 32250 (904) 273-6004 Office (904) 273-0040 Fax
16082	Talleyrand Marine Terminal Phase 1 Jacksonville, FL Site work and piling for 2 LNG and 2 Liquid Nitrogen Tanks, concrete and masonry work.	Furnishing and maintaining erosion and sediment control provisions. Constructing a pile supported foundation and install 2 liquid nitrogen storage tanks. Construct 2 concrete equipment pads that will support equipment installed by the Contractor. Constructing a concrete masonry unit fire wall on a concrete spread foundation, a containment pit with concrete walls and floor lined with autoclaved aerated concrete (AAC). A below grade concrete trench with concrete walls and floor and cast iron grating and covers. Relocating an existing waterline installing a storm drain. Installing communication and electrical conduits and compressed air piping. Selective pavement removal, site grading, and construction of concrete retaining walls.	Eagle LNG Partners	December 2016	On-Going Est. Completion November 2017	\$2,165,708.00	Adam Davisson, PE HDR Engineering, Inc. 200 W. Forsyth St. Suite 800 Jacksonville, FL 32202 (904)598-8934	Mike Hosford, SVP Eagle LNG Partners Jacksonville II LLC 20445 State Hwy 249 Suite 250 Houston, TX 77070

Project Experience List

Ongoing

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
17086	SR243(JIA North Access Road) From New Pecan Park Rd to Pecan Park Rd/I-95 Interchange							
P-RD	Jacksonville, FL Reconstruction and widening of SR243 and I-95/ Pecan Park Interchange ramps. Activities includes pond excavation, milling & resurfacing, base work, shoulder treatment, drainage improvements, curb & gutter, sidewalk, lighting, signalization, ITS, signing, retaining walls, and JEA utility work.	88,350 CY of regular excavation, 80,100 CY of subsoil excavation, 152,850 CY of embankment, 59,850 SY of optional base, 15,450 tons of asphalt pavement, 5,755 SF of permanent retaining wall, 360 LF of rigid concrete barrier wall, 4,890 LF of 15"-18" pipe, 4,680 LF of 24"-36" pipe, 175 LF of Jack & bore, 17,800 LF of curb and gutter, 7,200 SY of sidewalk, 560 SF of concrete ditch pavement, 22,600 SY of pond liner, 4900' 16 DIP watermain, 233' 10" DIP watermain, 450' 6"-8" PVC watermain, 3550' 6"-8" PVC Forcemain	FDOT	May 2017	On-Going Est Completion November 2018	\$17,417,590.91	C. Brian Alley P.E. Connelly & Wicker, Inc. 100600 Skinner Lake Dr. Ste 500 Jacksonville, FL 32246	FDOT 1109 S Marion Ave. Lake City, FL 32025 (904) 360-5629
17089	Celestina PH 4A Jacksonville, FL Clear, rough grade, water, sewer, storm and resuse for a single family subdivision	Clear SAC, rough grade lots, 4000SY of linerrock and asphalt road, 2900' curb and gutter, 1781' 8"-30" RCP/HDPPE storm, 8" PVC sewer 1500' 2"-8" PVC resuse main, and underground electric conduit	Cal-Atlantic Homes	May 2017	On-Going Est Completion November 2017	\$889,725.00	Joe Tarver England, Thims & Miller 14775 Old St. Augustine Rd Jacksonville, FL 32258 (904) 642-8990 Office (904) 646-9485 Fax	Mo Rudolph, Standard Pacific GP of Florida (Now CalAtlantic Homes) 90 Fort Wade Rd #100, Porte Vedra Beach, FL 32081 (904) 825-3000
17087	West Nassau Regional WTP Phase 1B Yulee, FL The Project is located North West Nassau County of Robert E. Williams Dr. The project consists of the construction of 0.75 MG water storage tank & high service pump station.		JEA	April 2017	On-Going Est Completion June 2018	\$5,864,900.00	William R. Maple, PE CDM Smith 8381 Dix Ellis Trail, Ste 400 Jacksonville, FL 32256 (904)731-7109 Office	Allan Boree JEA 21 West Church St. Jacksonville, FL 32202 (904)665-4468 Office

Project Experience List

Ongoing

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
17090 P-RD	Estate Lots St. Johns, FL The project is located in northern St. Johns County in Rivertown off SR13. The private work with Mattamy includes the development of the ROW for 32 lots in Phase 1 (less lots 1-9) and 46 lots in Phase 2. In addition, the Utilities includes the installation of a transmission station within the FDOT ROW.		Mattamy Homes	May 26, 2017	On-Going Est Completion Feb 2018	\$5,038,382.00	Greg Will Prosser, Inc. 13901 Sutton Park Dr. S., Suite 200 Jacksonville, FL 32224 (904)739-3655	DJ Smith Mattamy Homes 7800 Belfort Pkwy 195 Jacksonville, FL 32256
17091 P-RD	Liberty Square Jacksonville, FL The project is located off of New World Ave. in Duval County. The works consists of full site development consisting of 113 residential lots.		Matovina and Company	June 13, 2017	On-Going Est Completion Feb 2018	\$3,282,852.00	Jim Lucas, P.E. J Lucas & Associates 1305 Cedar Street Jacksonville, FL 32207 (904) 396-3060 Office	Kath Williford Matovina and Company 2955 Hartley Road, 108 Jacksonville, FL 32257 (904)292-0778 Office
17093 P-RD	FDOT E2U39 US1 & A1A St. Augustine, FL The project is located in St. Augustine, Florida and involves major improvements to the drainage systems on West San Carlos Street and May Street. In addition, traffic improvements consist of widening West San Carlos Street, San Marco Ave and May Street. New construction including a slip lane will improve the traffic at the intersection of San Marco Blvd and May Street.	Work includes maintenance of traffic, tree removal and trimming, demolition, utility relocations, water main improvements, drainage, minor sewer work, reconstruction of West San Carlos Street, widening of May Street, improvements to San Marco Blvd, East San Carlos St. and May street at San Marco Ave. intersection, including a new signal and lighting work.	FDOT	August 2017	On-Going Est Completion April 2019	\$9,214,722.25	John S. Glen, P.E. Harrison Professional Services 9428 Baymeadows Rd. Jacksonville, FL	Jim Brown, Dst Contracts Administrator FDOT 1109 South Marion Ave. Lake City, FL 32025 (386)758-3778 Office

Project Experience List

Ongoing

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
17094 P-RD	Rivertown South Garden District St. Johns, FL The project is located in St. Johns County within the Rivertown community off Orange Branch Trail. This private work with Mattamy includes minor clearing and grubbing, re-construction of existing roadways and alley ways, installation and removal of gravity sewer, force main installation, removal and replacement of water main installation, removal and replacement of water and reuse mains and services and minor drainage improvements including underdrain removal and replacement.	The general scope of work includes but is not limited to: Clearing and Grubbing, Earthwork, Pond Excavation, Stormwater Collection System, Roadway, Sidewalk, Utilities including: Potable Water, Sanitary sewer, Reuse main, Stabilization.	Mattamy Homes	Sept. 2017	On-Going Est Completion Feb 2018	\$740,761.75	Greg Will Prosser, Inc. 13901 Sutton Park Dr. S., Suite 200 Jacksonville, FL 32224 (904)739-3655	DJ Smith Mattamy Homes 7800 Belfort Pkwy Ste. 195 Jacksonville, FL 32256
17095 P-PL	General Construction Services for Greenland Energy Center Jacksonville, FL The project is located at the JEA Greenland Enerfy Center in Jacksonville and consists of the installation of 3 tanks, 2 fuel oil 500,000 gallon tanks and one demineralized water 800,000 gallon tank.	The general construction services include, but is not limited to: Earthwork, clearing, grubbing, berm construction and containment, Tank foundation, Concrete base construction, Demolition of existing 20,000 gallon fuel oil storage tank, Instrumentation, Lightning protection, Fire protection, Finish painting, Electrical and control wiring.	JEA	Oct 1, 2017	On-Going Est Completion May 2018	\$1,967,000.00	Gene Bergt Black & Veatch 12740 Gran Bay PKWY Jacksonville, FL 32258 BergtGE@bv.com	Jamila Akrayi JEA 21 W. Church St. Jacksonville, FL 32202 (904) 665-4838 Office Akrajr@JEA.com

Project Experience List

Ongoing

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
17096 P-PL	GCS- Water- Wastewater Jacksonville, FL The Work will consist primarily of capital projects that are planned or developed throughout the course of a five (5) year contract period. Individual projects may vary widely in size and scope. The services that are performed will be those not already contracted for in other JEA service contracts. Work will be assigned by a closed bid method between contract holders and is only limited by the ability of the contractor(s) to perform the work. The construction and maintenance activities performed under this contract will take place primarily at water and wastewater (WW) plants, water well sites and WW pump stations; however, they can also occur at various locations and business units within JEA.	Work may include, but not limited to: Equipment furnish, install, repair, removal, re-installation and alignment. Piping, valves, and tubing installation, modification, and repair, above and below ground. Installation, repair, cleaning, or rebuilding of chemical system piping, pumps, and appurtenances. Concrete installation, repair and demolition. Steel fabrication, installation, repair and demolition. Ancillary electrical installation, repair or demolition. Duct and expansion joint installation, repair and replacement. Conveyor system installation, modification, and repair. Storage tank installation, modification and repair. Instrumentation and communications installation, modification, or repair. Process equipment installation, repair, cleaning and rebuild. Earth work and civil work, including foundations incidental to the above. Insulation of new and repaired work. Protective coating, furnishing and install. Demolition and disposal of existing facilities. Well Head installation and repair. Pump removal, repair and installation. Production water well	JEA	Oct. 11, 2017	Est. Completion Date September 2022	\$ 14,000,000.00		William Clendening JEA 21 West Church St. Jacksonville, FL 32202 (904)665-4723 ClenWM@jea.com
17097 P-PL	ECRWRF Waste Oil Tank Replacement West Palm Beach, FL Replace existing waste oil storage tank with new underground and above ground waste oil storage tank, dual containment piping, relocate transfer pump, concrete tank slab, 16 bollards, soils excavation and backfill.	Demolition and disposal of one existing underground waste oil storage tank (UST) and one above ground waste oil storage tank (AST). Supply and installation of one new 500 gallon double walled UST with associated piping and sump pump and one new 500 gallon AST complete with new base, piping, and level monitoring system. Soil in the area of the UST and AST construction shall be inspected, working with the Engineer to identify contamination, and properly disposed of offsite.	City of West Palm Beach	Jan. 1, 2017	Est. Completion Date June 2018	\$ 288,690.00	Richard Morris MDM Services 3251 SW 13th Dr., Suite D Deerfield Beach, FL 33442 (954) 427-3076 russ.morris@mdmservices.com	Mathew Schultz City of West Palm Beach PO Box 3366 West Palm Beach, FL 33402 (561) 494-1040 mschultz@wpb.org

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Ongoing

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
17098 P-RD	Price Park Jacksonville, FL This project will provide infrastructure for the Price Park new subdivision owned by KB Homes. The Price Park project is a 31.1-acre site located off of Hood Rd S. near Sunbeam Rd.	Work includes clearing, grubbing, grinding and haul off, demo of existing structures including houses, a barn, septic systems and wells, erosion controls, earthwork, pond excavations, drainage, water main, force main, lift station, sanitary sewer, LBR 40 stabilization, lime rock base, asphalt paving, sidewalk, curb & gutter, grassing, striping and signage.	KB Homes	Dec. 04, 2017	Est. Completion Date July 2018	\$ 3,008,155.61	Eric J. Almond, P.E. Almond Engineering 6277 DuPont Sta. Ct. E., Suite 1 Jacksonville, FL 32217 (904) 306-0162	Tommy Jinks KB Homes 10475 Fortune Pkwy, Suite 100 Jacksonville, FL 32256 (904) 596-6633 tjinks@kbhome.com
17099 P-RD	Mill Creek North Phase 1 & 2 Jacksonville, FL This project will provide infrastructure for a new subdivision - Mill Creek North Phases 1 & 2. Mill Creek North is a 44.5-acre site located adjacent to the Southside Connector behind Regency Square Mall.	Work includes clearing, grubbing, grinding and haul off, demo of existing curb and water main, erosion controls, earthwork, pond excavations (pond existing), drainage, water main, force main, lift station, sanitary sewer, reuse, LBR 40 stabilization, lime rock base, asphalt paving, sidewalk, curb & gutter, grassing, striping and signage.	Lennar Homes, LLC	Jan. 1, 2018	Est. Completion Date October 2018	\$ 3,450,000.00	Mike Bowles Dominion Eng. Group 12740 Gran Bay Pkwy West Suite 2140 Jacksonville, FL 32258 (904) 854-4500 Mbowles@dom-eng.com	Joe Panchula Lennar Homes, LLC 9440 Phillips Hwy. Jacksonville, FL 32256 (904)380-0948 Joe.Panchula@lennar.com

Project Experience List

Ongoing

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
17101 P-PL	Dunes CDD WWTP Expansion Palm Coast, FL Construction of Dunes Community Development District Wastewater Treatment Plant Expansion project, including the headworks, SBR process, digesters, sludge drying beds, and new storage building/bathroom and all associated works as specified in the construction plans and project manual.	Work that includes the following: construction of a drum screen, odor control system, two (2) 100,000 gallon EQ tanks with the associated mixing and aeration system, three (3) EQ pumps, two (2) EQ blowers, two (2) 0.20 million gallon SBR tanks with the associated mixing, aeration, and decanting system, three (3) 77,400 gallon sludge digesters with the associated mixing and aeration system, three (3) sludge digester blowers, existing sludge drying beds retrofitting, demolition of the existing digesters, a new storage / bathroom building, and a new 500 KW generator. The Project also includes the electrical and instrumentation/control and site-work improvements associated with the plant expansion.	Dunes CDD	Jan. 9, 2018	Est. Completion Date April 2019	\$ 7,996,900.00	Yinhui Xu, Ph.D., P.E. CPH, Inc. 500 West Fulton St. Sandford, FL 32771 (407)322-6841 lxu@cphcorp.com	Tim Sheahan Dunes CDD 101 Jungle Hut Rd. Palm Coast, FL 32137 (386)445-9045 tsheahan@dunesdcd.org
18102 P-PL	St. Johns Parkway- Racetrack Rd to Espada Lane Jacksonville, FL	Installing 4,500LF of 8-inch PVC DR18 reclaimed water main by open cut method. The new main will connect to an existing reclaimed water main at the intersection of Racetrack Rd and St Johns Parkway, run along the St Johns Parkway eastside of the ROW, and connect to Espada Ln.	JEA	Jan. 28, 2018	Est. Completion Date August 2018	\$ 349,957.00	Wade P. Olszewski, P.E. CPH, Inc. 5200 Belfort Rd., Suite 220 Jacksonville, FL 32256 (904)332-0999	Maria Betancur JEA 21 West Church St. Jacksonville, FL 32202 (904) 665-7215 betama@jea.com
18103 P-PL	Gate Parkway- Shiloh Mill Blvd to Town Ctr Pkwy Jacksonville, FL	Installing 2,350' of reuse main within Gate Parkway including two connections. This will require asphalt removal and Case IV pavement replacement, blow-off valves, curb and sidewalk replacement, maintenance of traffic and single lane milling and overlay.	JEA	Feb. 01, 2018	Est. Completion Date June 2018	\$ 607,915.00	John E. Collins, P.E. Collins Engineering 11516-3 San Jose Blvd West Suite 2140 Jacksonville, FL 32223 (904) 262-4121	J. Arthur Bides JEA 21 West Church St. Jacksonville, FL 32202 (904) 665-8515 bidear@jea.com

Project Experience List

Ongoing

Project # Prime/Sub	Project Name, Location & Description	Scope	Owner	Date Started	Date Completed	Contract Price	Design Engineer Information	Reference/Contact Information
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Petticoat-Schmitt Civil Contractors, Inc. - Master Asset List

Last Updated:

7/31/2017

By: RMS
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Asset Code	Asset Type	Description	Make	Model	Year	Condition
1 0101	SAW1	SAW, CHAIN	Stihl	025		
2 0102	SAW1	SAW, POLESAW 14'	Stihl	HT-101	2012	Good
0103	SAW1	18' STIHL CHAINSAW	Stihl	MS 250	2016	New
0104	SAW1	18' STIHL CHAINSAW	Stihl	MS 250	2016	New
0105	SAW1	14"POLE SAW	Stihl	HT-101	2016	New
0106	SAW1	18"POLE SAW	Stihl	MS-250	2016	New
3						
4 0202	SAW2	WALK BEHIND SAW 16"	Norton Procut	PC-13		
10 0306	SAW2	CUTQUIK SAW 14"	Stihl	TS-700	2010	Good
11 0307	SAW2	CONCRETE SAW 14"	Stihl	TS-700	2010	Good
13 0309	SAW2	CONCRETE SAW 14"	Stihl	TS-700	2011	Good
14 0310	SAW2	CONCRETE SAW 14"	Stihl	TS-700	2012	Good
15 0311	SAW2	SAW, CUT-OFF	Stihl	TS-420	2013	Good
16 0312	SAW2	CONCRETE SAW 14"	Stihl	TS-420	2013	Good
17 0313	SAW2	CONCRETE SAW 14"	Stihl	TS-420	2013	Good
18 0314	SAW2	CONCRETE SAW 14"	Stihl	TS-420	2013	Good
0315	SAW2	14" Concre Saw	Diamond Disc Int	STIHL	2014	Good
0316	SAW2	14" Concre Saw	Diamond Disc Int	STIHL	2014	Good
0317	SAW2	14" Concrete Saw	Diamond Disc Int	STIHL	2014	Good
0318	SAW2	14" Concrete Saw	Diamond Disc Int	TS-420-14"	2014	Good
0319	SAW2	14" Concrete Saw	STIHL	TS-420-14"	2015	Good
0320	SAW2	14" CONCRETE SAW	STIHL	TS-420-14"	2015	Good
0321	SAW2	14" CONCRETE SAW	STIHL	TS-420-14"	2015	Good
0322	SAW2	14" CONCRETE SAW	STIHL	TS-420-14"	2015	Good
0323	SAW2	14" CONCRETE SAW	STIHL	TS-420-14"	2015	Good
0324	SAW2	14" CONCRETE SAW	STIHL	TS-420-14"	2015	Good
0325	SAW2	14" CONCRETE SAW	STIHL	TS-420-14"	2015	Good
0326	SAW2	14" CONCRETE SAW	STIHL	TS-420-14"	2015	Good
0327	SAW2	14" CONCRETE SAW	STIHL	TS-420-14"	2015	Good
0328	SAW2	14" CONCRETE SAW	STIHL	TS-420-14"	2015	Good
0329	SAW2	14" CONCRETE SAW	STIHL	TS-420-14"	2016	New
0330	SAW2	14" CONCRETE SAW	STIHL	TS-420-14"	2016	New

20	0502	TMP1	TAMP, SMALL	Wacker	WP1550	2000	Good
21	0503	TMP1	TAMP, SMALL	Stone	S38A		
22	0504	TMP1	TAMP, SMALL	Wacker	WP1550A		
23	0601	TMP2	TAMP, LARGE	Wacker	BP1550A	2007	Good
24	0602	TMP2	TAMP, LARGE	Wacker	BP1550A	2005	Good
25	0603	TMP2	TAMP, LARGE	Wacker	BP1550A	2004	Good
26	0604	TMP2	TAMP, LARGE	Wacker	BP1550A	2002	Good
	0605	TMP2	TAMP, LARGE	Wacker	BP1550A		Good
	0606	TMP3	TAMP, LARGE	Wacker	BP1550A	2014	Good
	0607	TMP2	TAMP, LARGE	Wacker	BP1550A	2014	Good
	0608	TMP2	TAMP, JUMPING JACK	Wacker	BP1550A	2014	Good
	0609	TMP2	TAMP, JUMPING JACK	Wacker	BP1550A	2015	Good
	0610	TMP2	TAMP, MEDIUM	Wacker	BP1550A	2015	Good
	0611	TMP2	TAMP, MEDIUM	Wacker	BP1550A	2015	Good
	0612	TMP3	TAMP, MEDIUM	Wacker	BP1550A	2015	Good
	0613	TMP2	TAMP, MEDIUM	Wacker	BP1550A	2015	Good
	0614	TMP2	TAMP, MEDIUM	Wacker	BP1550A	2015	Good
	0615	TMP2	TAMP, LARGE	Wacker	BP1550A	2016	New
27	0701	TMP3	TAMP, JUMPING JACK	Wacker	BP1550A	2016	New
28	0702	TMP3	TAMP, JUMPING JACK	Wacker	BP1550A	2006	Good
29	0703	TMP3	TAMP, JUMPING JACK	Multiquip (Mikasa)	MT-65H	1999	Good
30	0704	TMP3	TAMP, JUMPING JACK	Wacker	BS-600		
	0705	TMP3	TAMP, JUMPING JACK	Wacker	BS-600		
30	0706	TMP3	TAMP, JUMPING JACK	Wacker	BS-600		
	0707	TMP3	TAMP, JUMPING JACK	ALR	RM-160HD	2015	Good
	0708	TMP3	TAMP, JUMPING JACK	ALR	RM-160HD	2016	New
	0709	TMP3	TAMP, JUMPING JACK	WACKER	BS60-21	2016	New
	0710	TMP3	TAMP, JUMPING JACK	WACKER	BS60-21	2016	New
31	0801	LZR	PIPE LASER	Trimble	DG711	2016	New
32	0802	LZR	PIPE LASER	Topcon	TP-L4 AV	2006	Good
						2002	Good
34	0804	LZR	PIPE LASER	Spectra Precision	DG711-5		
	0805	LZR	PIPE LASER	Spectra Precision	SP-DG711-5	2013	Good
	0806	LZR	PIPE LASER	Spectra Precision	SP-DG711-5	2014	Good
	0807	LZR	PIPE LASER	Spectra Precision	SP-DG711-5	2014	Good
	0808	LZR	PIPE LASER	Proline survey	DG711-5	2015	Good
	0809	LZR	PIPE LASER	Proline survey	DG711-5	2015	Good
	0810	LZR	PIPE LASER	Spectra Precision	DG711-5	2015	Good
	0811	LZR	PIPE LASER	Spectra Precision	DG-813-5	2015	Good
						2016	New

	0812	LZR	PIPE LASER	Spectra Precision	DG-813-5	2016	New
35	0901	GEN	GENERATOR	Mitsubishi	MGE-4000REU	2006	Good
36	0902	GEN	WELDER	Miller	450A	1995	Good
38	0904	GEN	WELDER/GENERATOR	Miller			
39	0905	GEN	PLASMA CUTTING SYSTEM	Thermal Dynamics	Bobcat 225G	2007	Good
40	0906	GEN	Generator, 5500 W	UST	Cutmaster 102	2012	Good
	0907	GEN	Generator/Welder	Lincoln Electric	GW000106201522	2015	Good
	0909	GEN	Generator, 6250 W	TROY BILT	Ranger 10,000		
	0910	GEN	Generator, 6250 W	HONDA	030594	2015	Good
	0911	GEN	Generator, 6250 W	GENERAL	EU20001	2015	Good
	0912	GEN	Generator	BRIGGS & STRATTIB	XPE500E	2015	Good
	0913	GEN	LIGHT PLANT	GRANDWATT	030466	2015	Good
	0914	GEN	Generator	GRANDWATT	4TN4000	2015	Good
	0915	GEN	Generator	LINCOLN ELECTRIC	4TN4000	2015	Good
	916	GEN	BENERAC GENERATOR	GENERAC	210 MP	2016	New
	917	GEN	BENERAC GENERATOR	GENERAC	GP-3300	2016	New
	918	GEN	BENERAC GENERATOR	YAMAHA	GP-3300	2016	New
41	0951	COM	AIR COMPRESSOR	Napa	EF55000DE	2016	New
42	0952	COM	AIR COMPRESSOR	Atlas Copco	30 GAL		
43	0953	COM	AIR COMPRESSOR/SHOP	Curtis	XAS90JD	1996	Good
44	0954	COM	AIR COMPRESSOR	Curtis	5E2VT8-3	2012	Good
	0955	COM	AIR COMPRESSOR (30 GALLON) Truck# 5732	Belaire	CA14K	2013	Good
	0956	COM	AIR COMPRESSOR (30 GALLON) Truck# 5302	Belaire	3G3HKL		
	0957	COM	AIR COMPRESSOR (30 GALLON) Truck # 5803	Belaire	3G3HHL	2014	Good
	0958	COM	AIR COMPRESSOR (30 GALLON) Truck # 5802	Belaire	3G3HHL	2014	Good
	0959	COM	AIR COMPRESSOR (30 GALLON) Truck # 5801	Belaire	3G3HHL	2014	Good
	0960	COM	AIR COMPRESSOR (30 GALLON) Truck #5804	Belaire	3G3HHL	2014	Good
	0961	COM	AIR COMPRESSOR (30 GALLON) Truck #5805	Belaire	3G3HHL	2014	Good
	0962	COM	AIR COMPRESSOR (30 GALLON) Truck	DEWALT	D55167 15 gal 1,6hp	2015	Good
	0963	COM	AIR COMPRESSOR (8 GALLON) Truck	INGERSOLL RAND	XX315.5GH-WB	2015	Good
	0964	COM	AIR COMPRESSOR (8 GALLON) Truck	Belaire	3G3HHL	2015	Good
	0965	COM	AIR COMPRESSOR (8 GALLON) Truck	MI-T-M	AMI-PJ65-08M	2015	Good
	0966	COM	AIR COMPRESSOR (8 GALLON) Truck	BEL AIRE	3G3HHL	2016	New
	0967	COM	MI-TM 8 GAL AIR COMPRESSOR	MI-TM	AM-1-PH65-085M	2016	New
	0968	COM	BELAIRE, 30 GAL. COMPRESSOR	BELAIRE	0025-GAS	2016	New
	0980	GEN	GENERATOR/WELDER	Ingersol	Light Source	2016	New
45	1001	SUR1	TRANSIT/LEVEL/ACCESSORIES	Topcon	AT-24A	2002	Good

47	1003	SUR1	TRANSIT/LEVEL/ACCESSORIES	David White	LT8 300	1994	Good
48	1004	SUR1	TRANSIT/LEVEL/ACCESSORIES	Topcon	AT-24A	2002	Good
49	1005	SUR1	AUTO LEVEL	Topcon	AT-24A	2006	Good
50	1006	SUR1	AUTO LEVEL	CST/Berger	24X	2004	Good
51	1007	SUR1	TRANSIT	David White	LT8-300	2001	Good
52	1008	SUR1	TRANSIT/LEVEL/ACCESSORIES	David White	LT8-300	2004	Good
53	1009	SUR1	AUTO LEVEL	Sokkia	SOK738-40	2004	Good
	1010	SUR1	AUTO LEVEL	Sokkia	B40-25	2013	Good
	1011	SUR1	AUTO LEVEL	SOKIA/TOPCON	B40-25 (24X)	2014	Good
	1012	SUR1	Transit	David White	LT8-300	2014	Good
	1013	SUR1	Transit	SOKIA/TOPCON	MOD 301	2014	Good
	1014	SUR1	Auto Level	Sokkia	B40-25 (24X)	2013	Good
	1015	SUR1	1017 Manhole Mount	Spectra Precision	S.P.1017	2014	Good
	1016	SUR1	1017 Manhole Mount	Spectra Precision	S.P.1017	2014	Good
	1017	SUR1	TOPCON TOTAL STATION	TOPCON	GTS-255W	2015	Good
	1018	SUR1	SPECTRA LASER LEVEL	Spectra Precision	LL400 /HL 700 RECEIVER	2015	Good
	1019	SUR1	AUTO LEVEL (28x)	TOPCON	AT-B3-28X	2015	Good
	1020	SUR1	AUTO LEVEL (28x)	TOPCON	AT-B3 (28x)	2015	Good
	1021	SUR1	TOPCON TOTAL STATION	TOPCON	GTS-255W	2015	Good
	1022	SUR1	AUTO LEVEL (24x)	SOKKIA	1340-25	2015	Good
	1023	SUR1	AUTO LEVEL (24x)	SOKKIA	1340-25	2015	Good
	1024	SUR1	AUTO LEVEL (24x)	SOKKIA	270SG	2015	Good
	1025	SUR1	AUTO LEVEL (24x) -LASER	SOKKIA	B40-25	2015	Good
	1026	SUR1	AUTO LEVEL (24x)	SOKKIA	B40-25	2015	Good
	1027	SUR1	AUTO LEVEL (24x)	SOKKIA	B40-25	2015	Good
	1028	SUR1	AUTO LEVEL (24x)	SOKKIA	B40-25	2015	Good
	1029	SUR1	AUTO LEVEL (24x)	SOKKIA	SP-1017	2015	Good
	1030	SUR1	TRANSIT/LEVEL/ACCESSORIES	Spectra Precision	SP107	2015	Good
	1031	SUR1	AUTO LEVEL	SOKKIA	B40	2015	Good
	1032	SUR1	AUTO LEVEL	SOKKIA	B40	2015	Good
	1033	SUR1	AUTO LEVEL	TOPCON	AT-B328X	2016	New
	1034	SUR1	TRANSIT/LEVEL NWI	NORTHWEST INSTRUMENT	NSI500B	2015	Good
	1035	SUR1	AUTO LEVEL	SOKKIA	B40	2016	New
	1036	SUR1	TRANSIT/LEVEL	DAVID SMITH	LTR8-300LTU	2016	New
	1037	SUR1	TRANSIT/LEVEL	SOKKIA	B40-25	2016	New
	1038	SUR1	TRANSIT/LEVEL	SOKKIA	B40-40	2016	New
	1039	SUR1	TRANSIT/LEVEL	SOKKIA	B40-40	2016	New
	1040	SUR1	TRANSIT/LEVEL	SOKKIA	B40-40	2016	New
	1041	SUR1	TRANSIT/LEVEL	SOKKIA	B40-40	2016	New

	1042	SUR1	1017 MANHOLE NOUNT	SPECTRA PRECISION	SP 1017	2016	New
	1043	SUR1	1017 MANHOLE NOUNT	SPECTRA PRECISION	SP 1017	2016	New
	1044	SUR1	AUTO LEVEL	SOKKIA	B-40	2015	Good
	1045	SUR1	ROTATING LEVEL	SPECTRA	LL100N	2016	New
	1301	SUR2	TRIMBLE GPS SYSTEM	TRIMBLE	GCS 900/SP855	2014	Good
	1302	SUR2	TRIMBLE BASE STATION	TRIMBLE	SP5855	2014	Good
	1702	TRL1	TRAILER, LOWBOY	Eager Beaver	GSL50/BR	2016	New
	1721	TRL2	5' x 10' UTILITY TRAILER (test pump w/ tank)	Shivers Welding	5" x 10"	2001	Good
	1722	TRL2	16" FLAT BED TRAILER	All Pro	UT616TA	2003	Good
	1723	TRL2	TRAILER (walk behind saw w/ tank)	Iron Dog	UT58SGT	2002	Good
	1724	TRL2	TRAILER, 16' HIGH SIDE	IMPERIAL	UTG14TA	2005	Good
	1725	TRL2	Trailer, Big Tex Tandem	BIG TEX	Ta82510t	2012	Good
	1726	TRL2	Utility Trailer 12"	BIG TEX	30SA-12RD4RG	2014	Good
	1727	TRL2	TRAILER, UTILITY	Arising Ind	714VTOW	2014	Good
	1728	TRL2	TRAILER, ROCK	IMPERIAL	CH716WD	2006	Good
	1761	TRL2	TRAILER, UTILITY	WABASH	48' BOX	2015	Good
	1762	TRL2	45" BOX TRAILER	GDAN	45"VAN	1981	Good
	1763	TRL2	8 X 14 ENCLOSED TRAILER	DIAMOND	8 X 14	2013	Good
	1764	TRL2	6 X 10 ENCLOSED TRAILER	ARISING INDUSTRIES	610VSRW	2016	New
	1765	TRL2	7 TON TRAILER	BIG TEX	#140A-20	2016	New
	1801	SMT	GRATE/MANHOLE REMOVAL TOOL	Silver Slider	SS-06-01-SG	2009	Good
	1802	SMT	HAMMER DRILL	Milwaukee	MILW-5347/1.5"	1997	Good
	1803	SMT	MAGNETIC LOCATOR	Schonstedt	GA-52CX	2007	Good
	1804	SMT	TAPPING MACHINE 2"	Mueller	D-5	2007	Good
	1805	SMT	ADA TORCH AND ROLLER	Flint/Ripack	2000EX-F-33185	2006	Good
	1806	SMT	PUSH MOWER	Poulan/Weedeater	HP81486D		Good
	1807	SMT	DRILL PRESS 20"	Craftsman	2HP/12 Speed	2000	Good
	1808	SMT	CHEERRY PICKER	Ruger	HP3/6000#		Good
	1809	SMT	PORTABLE CEMENT MIXER	Stone	65CM		Good
	1810	SMT	35LB JACK HAMMER (952)	Sulair	MPB35A		Good
	1811	SMT	1" PR IMPACT WRENCH	Napa	6-794A	2009	Good
	1812	SMT	90LB JACKHAMMER	Sulair	MPB-90		Good
	1813	SMT	WEED TRIMMER	Sthl	FS90R	2010	Good
	1814	SMT	BACKPACK BLOWER	Sthl	BR380	2010	Good
	1815	SMT	PRESSURE WASHER (HOT)	M-T-M	HSP35043MGH		Good
	1816	SMT	Power Edger	Echo	PE-225	2011	Good
	1817	SMT	PORTABLE CEMENT MIXER	Stone	9.0 CM		Good
	1818	SMT	HORIZONTAL HAND SAW	NORTHERN INDUSTRIAL TOOL	BS-712N	2012	Good

78	1819	SMT	Pressure Washer 2400 PSI	Ex-Cell	WGC 2425		Good
79	1820	SMT	HEATER, 350,000 BTU	Master	B350D		Good
	1822	SMT	Turbidity Meter	Lamotte	2020 WE		2014 Good
	1823	SMT	Steel Storage Cabinet		ALR 10'		2013 Good
	1824	SMT	Steel Storage Cabinet		WB12D2 10'		2013 Good
	1825	SMT	MISC. SMALL TOOLS/EQUIPMENT > \$250	HILTI	DD110-W		2014 Good
	1826	SMT	MISC. SMALL TOOLS/EQUIPMENT > \$250	HILTI	TE70-ACT		2014 Good
	1827	SMT	ROTARY TILLER	COUNTRY LINE	6'PTO DRIVEN		2015 Good
	1828	SMT	Hammer Drill	HILTI	TE 60-ATC		2015 Good
	1829	SMT	Hammer Drill	HILTI	TE 60-ATC		2015 Good
	1830	SMT	Hammer Drill	HILTI	TE 60-ATC		2015 Good
	1831	SMT	SUMP PUM	TSURUMI	LE-800-62		2015 Good
	1832	SMT	SUMP PUM	TSURUMI	LE-800		2015 Good
	1833	SMT	SUMP PUMP	TSURUMI	LE-801		2015 Good
	1834	SMT	HAMMER DRILL	HILTI	TE-50		2015 Good
	1835	SMT	ELECTRIC 3/4 DRIMPACT	DEWALT	DW297		2015 Good
	1836	SMT	SHAFT ALIGNMENT TOOL	STARRET	3668C2		2015 Good
	1838	SMT	CONCRETE BUCKET 2 YARD	GAR-BROS	454-R		2015 Good
	1839	SMT	CONCRETE BUCKET 2 YARD	GAR-BROS	454-R		2015 Good
	1840	SMT	SIDE CHUTE 2 YARD	GAR-BROS	GAR-4545C		2015 Good
	1841	SMT	2.4 HP CONCRETE VIBRATOR	OZTEC	2.402		2015 Good
	1842	SMT	2.4 HP ELECTRIC CONCRETE VIBRATOR	OZTEC	2.402		2015 Good
	1843	SMT	2.4 HP ELECTRIC CONCRETE VIBRATOR	OZTEC	2.402		2015 Good
	1844	SMT	FINISH MOWER 6'	COUNTRY LINE	6' REAR DISCHARGE		2015 Good
	1845	SMT	8' MATERIAL HANDLING ARM	JRB	90T0037		2015 Good
	1846	SMT	ULTRA LOW PROFILE LIGHT BAR	M-TECH	7232LED		2015 Good
	1847	SMT	3.25 H.P. CONCRETE VIBRAATOR	OZTEC	3.202		2015 Good
	1848	SMT	3.25 H.P. CONCRETE VIBRAATOR	OZTEC	3.202		2015 Good
	1849	SMT	CONCRETE BUCKET 1.5 YARD	GAR-BROS	440-r		2015 Good
	1850	SMT	68" Angel Broom	Bobcat	BCA-68		2013 Good
	1851	SMT	HEAVY EQUIPMENT ROLLERS	HILMAN ROLLERS	3-75-SLP		2015 Good
	1852	SMT	SKIP PAN	BOSCARO	A-99D		2015 Good
	1853	SMT	SKIP PAN	BOSCARO	A-99D		2015 Good
	1854	SMT	Hot Water Washer	Regan	4012-10G		2015 Good
	1855	SMT	SKIP PAN	DEWALT	2030ES		2007 Good
	1857	SMT	JLG/20"SCISSOR LIFT	DEWALT	DWM 120K		2015 Good
	1858	SMT	72" ROTARY PICKUP BROOM	ALR	ALR72		2016 Good
	1859	SMT	MAGNETIC LOCATOR	DUNHAM & MORROW	DM12000-XR		2016 New

	1860	SMT	PIPE THREADING MACHINE	RIDGID	300 COMPACT	2016	New
	1861	SMT	CONCRETE MIXER	irb	90t0037	2016	New
	1862	SMT	CONCRETE MIXER	Multiquip	MC94SH8	2016	New
	1863	SMT	4000 PSI PRESSURE WASHER	Multiquip	CBA40040MH	2016	New
	1864	SMT	DIAMOND CORE DRILL	DIAMOND	DK 13	2016	New
	1865	SMT	MAG-MATE LIFTING MAGNET	MAG-MATE	PNL 0800	2016	New
	1866	SMT	MAG-MATE LIFTING MAGNET	MAG-MATE	PNL 0800	2016	New
	1867	SMT	TRACTOR RAKE		5106	2016	New
	80	PMP1	DD PUMP 4"	Myers Seth	SP-HA-10 S/E/D1	2004	Good
	81	PMP1	DD PUMP 4"	Myers Seth	SP-HA-10 S/E	2002	Good
	82	PMP1	DD PUMP 4"	Thompson	4" DD		Good
	2004	PMP1	DD Small Line	Reagan & Co	SL4 DDP YE	2014	Good
	2006	PMP1	DD Small Line				
	83	PMP2	PUMP, MUDDHOG	MYERS-SETH	MSP-A-DD-4/HAT/T	2015	Good
	84	PMP2	PUMP, MUDDHOG	CH&E	5805W	2009	Good
	85	PMP2	PUMP, MUDDHOG 3"	Honda		2001	Good
	86	PMP2	PUMP, MUDDHOG 3"	CH & E	5307	2002	Good
	87	PMP2	PUMP, MUDDHOG 3"	CH&E			Good
	2106	PMP2	PUMP, MUDDHOG 3"	Wacker	PD13A		Good
	2107	PMP2	PUMP, MUDDHOG 3"	Wacker	PD13A		Good
	2108	PMP2	PUMP, MUDDHOG 3"	Wacker	PD13A	2015	Good
	2109	PMP2	PUMP, MUDDHOG 3"	WISCONSIN ROBIN	3" MUG HOG	2008	Good
	88	PMP4	TEST PUMP, HYDRO	WACKER	3" MUG HOG	2015	Good
	89	PMP2	TEST PUMP, HYDRO	UDOR USA	KAPPA-40VA	2005	Good
	2403	PMP2	TEST PUMP, HYDRO	RICE HYDRO			Good
	2404	PMP2	TEST PUMP, HYDRO	RICE HYDRO	RPH-2C	2015	Good
	90	PMP8	PUMP, CENTRIFUGAL 3"	RICE HYDRO	RPH-2C	2015	Good
	90	PMP8	PUMP, CENTRIFUGAL 3"	WACKER	PT3A		Good
	91	TNK1	Skid Tank, 150 Gallon	WACKER	PT3A	2013	Good
	2603	TNK1	Fuel Skiu Tank, 150 Gallon		150 Gallon		Good
	2604	TNK1	Fuel Skiu Tank, 150 Gallon		150 Gallon	2014	Good
	2605	TNK1	Fuel Skiu Tank, 270 Gallon	MECO	270 GALLON	2014	Good
	2606	TNK1	Fuel Skiu Tank, 150 Gallon	MECO	271 GALLON	2016	New
	93	2801	CON STORAGE CONTAINER W/ JOB BOX		8' x 20'		Good
	94	2802	CON STORAGE CONTAINER W/ JOB BOX		8' x 20'		Good
	95	2803	CON STORAGE CONTAINER W/ JOB BOX		8' x 20'		Good
	96	2804	CON STORAGE CONTAINER W/ JOB BOX		8' x 20'		Good

97	2805	CON	JOB BOXES		Green Leaf					Good
98	2806	CON	20' STORAGE CONTAINER				8'X20'			Good
99	2807	CON	20' STORAGE CONTAINER				8'X20'			Good
100	2808	CON	20' STORAGE CONTAINER				8' x 20'			Good
101	2809	CON	20' STORAGE CONTAINER		Hungmyung		8' x 20'			Good
	2810	CON	STORAGE CONTAINER -PIANO BOX				49"XH60" LX30"W			Good
	2811	CON	STORAGE CONTAINER -PIANO BOX		KNAACK				2015	Good
	2812	CON	STORAGE CONTAINER -PIANO BOX		KNAACK			89	2015	Good
	2813	CON	STORAGE CONTAINER -PIANO BOX						2015	Good
	2814	CON	STORAGE CONTAINER -PIANO BOX				8 X 20			Good
	2815	CON	STORAGE CONTAINER -PIANO BOX				8 X 20			Good
	2816	CON	STORAGE CONTAINER -PIANO BOX		OCEAN CONTAINER CO		NOCA-08-02-40		2016	New
102	3001	SMT	GAS DETECTOR - AIR MONITOR		CHINA INT. MARINE		IAA-GC40/12W 40"		2016	New
	3002	SMT	GAS DETECTOR - AIR MONITOR		BW Tech		Gas Alt Micro 4		2009	Good
103	3003	SMT	GAS DETECTOR - AIR MONITOR		BW Tech		Gas Alt Micro 5			Good
	3004	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2013	Good
	3005	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2014	Good
	3006	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2014	Good
	3007	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2014	Good
	3008	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2014	Good
	3009	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2014	Good
	3010	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2014	Good
	3011	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2014	Good
	3012	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2015	Good
	3013	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2015	Good
	3014	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2015	Good
	3015	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2015	Good
	3016	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2015	Good
	3017	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2015	Good
	3018	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2015	Good
	3019	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2015	Good
	3020	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2015	Good
	3021	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2015	Good
	3022	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2015	Good
	3023	SMT	GAS DETECTOR - AIR MONITOR		MSA Altair		Altair 4X		2015	Good
104	3101	SAF2	SAFETY EQUIPMENT, gas detector		Ultra Safe		Altair 4X		2015	Good
							USHRA65		2004	Good
106	3103	SAF2	CONFINE SPACE 3-WAY		Safe Waze					
107	3104	SAF2	CONFINE SPACE 3-WAY		Safe Waze		2056-50		2001	Good
							M2050G		2001	Good

108	3105	SAF2	MANHOLE RETRIEVAL SYSTEM	Ultra Safe	USHRA65	2004	Good
	3106	SAF2	MANHOLE RETRIEVAL SYSTEM	DBI/SALA	DBI 8301032 TRIPOT & WINCH	2015	Good
	3107	SAF2	MANHOLE RETRIEVAL SYSTEM	DBI/SALA	3400871MOD/800000 THIPOD	2015	Good
	3108	SAF2	MANHOLE RETRIEVAL SYSTEM	DBI/SALA	3400871	2015	Good
109	3151	SAF3	SAFETY EQUIPMENT, BLOWER	Air Systems	SVB-68	2015	Good
110	3152	SAF3	MANHOLE BLOWER	Home Lite	11113-113	2004	Good
111	3153	SAF3	MANHOLE BLOWER	Air Systems	SVB-G8	2004	Good
	3154	SAF3	Blower Axial 12" Elect	Amerc Corp.	VFA-3000 11SV	2011	Good
	3155	SAF5	BLOWET AXIAL 12" ELECT	Amerc Corp.	VFA-3000 11SV	2010	Good
112	3571	BRM1	AG TRACTOR, SMALL < 100 HP	Kubota	L3430D	2006	Good
113	3572	BRM1	BROOM TRACTOR, SMALL	Laymor	8HB		Good
	3573	BRM1	BROOM TRACTOR, LAYMOR	BROCE	RJ-300		Good
	3574	BRM1	BROOM, BROCE BB250	LAYMOR	BHC	2005	Good
	3591	BRM2	BROOM TRACTOR, /RJ350	BROCE	RJ350	2016	New
	3592	BRM2	BROOM, BROCE KR-350			2015	Good
115	3751	GDR3	MOTORGRADER, 170 HP - 190 HP	John Deere	670-D	2106	New
	4001	DZR1	DOZER, JD 450J	John Deere	450-J	2007	Good
	4002	DZR1	DOZER, JD 450J	John Deere	450-J	2013	Good
	4003	DZR1	DOZER, JD450J	John Deere	450J	2013	Good
	4101	DZR2	DOZER, JD550K	JOHN DEERE	550K	2016	New
	4102	DZR2	DOZER, JD550K	JOHN DEERE	550K	2016	New
	4103	DZR2	DOZER, J550K	John Deere	550K	2016	New
	4104	DZR2	DOZER, JD550K	John Deere	550K	2016	New
116	4201	DZR3	DOZER, 90 HP - 105 HP	John Deere	650J	2005	Good
	4202	DZR3	CRAWLER DOZER	JOHN DEERE	650K	2014	Good
	4203	DZR3	DOZER, J6550K	John Deere	650K	2015	New
	4302	DZR4	DOZER, JD 700K	JOHN DEERE	700K	2014	Good
	4303	DZR4	DOZER, JD 700K	JOHN DEERE	700K	2014	Good
	4304	DZR4	DOZER, JD 700K	JOHN DEERE	700K	2015	Good
	4305	DZR4	DOZER, JD700K	JOHN DEERE	700K	2016	New
	4501	DZR6	DOZER, JD750K	JOHN DEERE	750K	2016	New
	5024	TKP1	TRUCK, PICKUP	Dodge	TRUCK, RAM 1500	2014	Good
	5026	TKP1	TRUCK, PICKUP	Dodge	TRUCK, RAM 1500	2014	Good
	5027	TKP1	TRUCK, PICKUP	Dodge	TRUCK, RAM 1500	2014	Good

5028	TKP1	TRUCK, PICKUP	Dodge	TRUCK, RAM 1500	2014	Good
5029	TKP1	TRUCK, PICKUP	Dodge	TRUCK, RAM 1500	2014	Good
5030	TKP1	TRUCK, PICKUP	Dodge	TRUCK, RAM 1500	2014	Good
5031	TKP1	TRUCK, PICKUP	Dodge	TRUCK, RAM 1500	2014	Good
5032	TKP1	TRUCK, PICKUP	Dodge	TRUCK, RAM 1500	2014	Good
5033	TKP1	TRUCK, PICKUP	Nissan	FRONTIER, KING CAB	2014	Good
5034	TKP1	TRUCK, PICKUP	Dodge	TRUCK, RAM 1500	2015	Good
5035	TKP1	TRUCK, PICKUP	Dodge	TRUCK, RAM 1500	2015	Good
5036	TKP1	TRUCK, PICKUP	Chevy	TRUCK, RAM 1500	2015	Good
5037	TKP1	TRUCK, PICKUP	Dodge	TRUCK, CHEVY 2500	2015	Good
5038	TKP1	TRUCK, PICKUP	CHEVY	TRUCK, RAM 1500	2015	Good
5039	TKP1	TRUCK, PICKUP	CHEVY	TRUCK, CHEVY 2500 DOUBLE CAB 4X2 2015	2015	Good
5040	TKP1	TRUCK, PICKUP	CHEVY	TRUCK, CHEVY 1500 4x4 REG CAB 8' Box	2015	Good
5041	TKP1	TRUCK, PICKUP	CHEVY	TRUCK, CHEVY 1500 4x4 REG CAB 8' Box	2015	Good
5042	TKP1	TRUCK, PICKUP	CHEVY	TRUCK, CHEVY 1500 4x4 REG CAB 8' Box	2015	Good
5043	TKP1	TRUCK, PICKUP	CHEVY	TRUCK, CHEVY 1500 4x4 REG CAB 8' Box	2015	Good
5044	TKP1	TRUCK, PICKUP	CHEVY	TRUCK, CHEVY 1500 4x4 REG CAB 8' Box	2015	Good
5045	TKP1	TRUCK, PICKUP	RAM	TRUCK, CHEVY 1500 4x4 REG CAB 8' Box	2014	Good
5046	TKP1	TRUCK, PICKUP	CHEVY	TRUCK, RAM 1500 CREW 4x4 REG CAB 8' Box	2015	Good
5047	TKP1	TRUCK, PICKUP	GMC	TRUCK, SIERRA 1500 4x4 REG CREW CAB	2015	Good
5048	TKP1	TRUCK, PICKUP	Chevy	TRUCK, GMC 1500 4x4 REG CREW CAB	2015	Good
5049	TKP1	TRUCK, PICKUP	Chevy	TRUCK, CHEVY 1500 4x4 REG CREW CAB	2015	Good
5050	TKP1	TRUCK, PICKUP	Dodge	TRUCK, CHEVY 1500 4x4 REG CREW CAB	2016	New
5051	TKP1	TRUCK, PICKUP	Chevrolet	truck, 1500 4x2 crew cab	2016	New
5052	TKP1	TRUCK, PICKUP	Chevrolet	Truck, 2500 Double Cab	2015	Good
5053	TKP1	TRUCK, PICKUP	Chevrolet	Truck, 1500/2WD DOUBLE CAB	2015	Good
5054	TKP1	TRUCK, PICKUP	Chevrolet	Truck, 1500/2WD CREW CAB	2015	Good
5055	TKP1	TRUCK, PICKUP	Chevrolet	Truck, 1500/2WD CREW CAB	2015	Good
5056	TKP1	TRUCK, PICKUP	Chevrolet	Truck, 1500/2WD dbl cab	2015	Good
5057	TKP1	TRUCK, PICKUP	Chevrolet	Truck, 2500 Double Cab	2015	Good
5201	TKP1	TRUCK, PICKUP	Ford	Truck, 1500/2WD, DOUBLE Double Cab	2015	Good
5302	TKM	TRUCK, MECHANIC	FORD	TRUCK FORD F-250	2011	Good
5351	TKF	TRUCK, FUEL & SERVICE	Sterling	F550	2009	Good
5352	TKF	TRUCK, FUEL & SERVICE	Peterbilt	LT750	2000	Good
5401	TKD	TRUCK, DUMP	Kenworth	T-800	2017	New
5402	TKD	TRUCK, DUMP	Kenworth	T-800	2002	Good
5403	TKD	TRUCK, DUMP	Peterbuilt	348	2006	Good
5404	TKD	TRUCK, DUMP	Peterbuilt	348	2015	Good
5404	TKD	TRUCK, DUMP	Peterbuilt	348	2016	New

	5405	TKD	TRUCK, DUMP	Peterbuilt	348		2016	New
122	5601	TKW1	Truck, Water - > 2000 GAL.	Mack	CS200P		1987	Good
	5602	TKW1	Truck, Water - > 2000 GAL.	FORD	640697RA		2007	Good
	5702	TKT	TRACTOR, LOWBOY	PETERBUILT	567			
126	5732	TFK	TRUCK, F350	FORD	F350		2015	Good
	5733	TFK	TRUCK, F350	FORD	F350		2006	Good
	5801	TKP1	TRUCK, PICKUP	Dodge	TRUCK, RAM 3500		2016	New
	5802	TKP1	TRUCK, PICKUP	Dodge	TRUCK, RAM 3500		2014	Good
	5803	TKP1	TRUCK, PICKUP	Dodge	TRUCK, RAM 3500		2014	Good
	5804	TKP1	TRUCK, PICKUP	Dodge	TRUCK, RAM 3500		2014	Good
	5805	TKP1	TRUCK, PICKUP	Dodge	TRUCK, RAM 3500		2015	Good
	5806	TKC	TRUCK, PICKUP F-350	Ford	TRUCK, RAM 3500		2015	Good
	5807	TKC	TRUCK, PICKUP	chevy	Truck Ford F-350		2016	New
	5808	TKC	TRUCK, PICKUP	chevy	CHEVROLET SILVERADO		2016	New
	5901	AUT	Automobile	FORD	CHEVROLET SILVERADO		2016	New
	6001	LDR1	LOADER, COMPACT TRACK, < 70 HP	BobCat	VAN,PASSENGER, FORD		2009	Good
	6002	LDR1	LOADER, COMPACT TRACK, < 70 HP	BobCat	T-590		2013	Good
	6050	LDR2	LOADER, COMPACT TRACK, > 70 HP	BobCat	t-450		2014	Good
	6051	LDR2	LOADER, TRACK JD323E	John Deere	T-750		2015	Good
	6052	LDR2	LOADER, TRACK JD33G	John Deere	323E		2016	New
127	6101	LDR3	LOADER WHEEL, COMPACT, <80HP	VOLVO	33G		2017	New
128	6102	LDR3	LOADER WHEEL, COMPACT, <80HP	KAWASAKI	L35B		2007	New
129	6201	LDR5	LOADER WHEEL, 100 HP - 120 HP / 2.5 CY	John Deere	KSS45ZV-2		2013	New
	6202	LDR6	LOADER, WHEEL, 100 HP - 120 HP / 3.0 CY	John Deere	444K		2013	New
					444-K		2014	New
133	6304	LDR6	LOADER WHEEL, 120 HP - 160 HP / 3.0 CY	John Deere	524-K		2012	Good
	6305	LDR6	LOADER WHEEL, 120 HP - 160 HP / 3.0 CY	John Deere	524-K		2013	Good
	6306	LDR6	LOADER WHEEL, 120 HP - 160 HP / 3.0 CY	John Deere	524-K		2013	Good
	6307	LDR6	LOADER WHEEL, 120 HP - 160 HP / 3.0 CY	John Deere	524-K		2013	Good
	6308	LDR6	LOADER WHEEL, 120 HP - 160 HP / 3.0 CY	John Deere	524-K		2014	Good
	6309	LDR6	LOADER WHEEL, 120 HP - 160 HP / 3.0 CY	John Deere	524-K		2015	Good
	6310	LDR6	LOADER WHEEL, 120 HP - 160 HP / 3.0 CY	John Deere	524-K		2015	Good
	6311	LDR6	LOADER WHEEL, 120 HP - 160 HP / 3.0 CY	John Deere	524-K		2015	Good
	6312	LDR6	WHEEL LOADER	John Deere	544K		2015	Good
	6313	LDR6	LOADER WHEEL, JD524	John Deere	544K		2015	Good
	6314	LDR6	LOADER WHEEL JD524	John Deere	524K		2106	New
					524K		2015	New

	6315	LDR6	LOADER WHEEL JD524	John Deere	544K	2016	New
	6316	LDR6	LOADER WHEEL JD544K	John Deere	544K	2016	New
	6317	LDR6	LOADER WHEEL JD544K	John Deere	544K	2016	New
	6318	LDR6	LOADER WHEEL JD524K	John Deere	524K	2016	New
	6701	LDR8	LOADER WHEEL JD644K	John Deere	644K	2015	New
134	6901	FLT1	FORKLIFT, 4000#	DAEWOO	G205-3	2006	Good
135	7101	ROV1	ROLLER, SINGLE DRUM VIBRATORY, 54"	HAMM	2220 D	2001	Good
	7301	ROVS	ROLLER, SINGLE DRUM VIBRATORY > 80"	SAKAI	SV50D 84"		Good
	7302	ROV3	ROLLER, SINGLE DRUM 84" BOMAG	BOMAG	BW-211	2014	Good
	7303	ROV3	ROLLER, SINGLE DRUM 50" BOMAG	BOMAG	BW211D-50		
	7304	ROV3	ROLLER SINGLE DRUM VIBRATOR 84	BOMAG	BW-2114-50		
136	7701	RDD1	ROLLER, DOUBLE DRUM	WACKER	RD11V	2004	Good
138	8002	BHC1	EXCAVATOR, <15,000#	BOBCAT	329 MINI	2008	Good
139	8003	BHC1	EXCAVATOR, <15,000#	JOHN DEERE	50D W BUCKET	2012	Good
140	8004	BHC1	EXCAVATOR, <15,000#	John Deere	50D W BUCKET	2012	Good
140	8005	BHC1	EXCAVATOR, <15,000#	BOBCAT	E50	2016	New
143	8103	BHC2	EXCAVATOR, 15,000-30,000#	John Deere	85-D	2011	Good
144	8104	BHC2	EXCAVATOR, 15,000-30,000#	John Deere	75D	2013	Good
145	8201	BHC3	EXCAVATOR, 30,000-40,000#	Komatsu	PC138USLC-2	2003	Good
	8202	BHC3	EXCAVATOR, JD 135 G	John Deere	135G	2015	New
	8203	BHC3	EXCAVATOR, JD 160 G	John Deere	160G	2014	Good
	8301	BHC4	EXCAVATOR, 40,000-50,000#	JOHN DEERE	210 G	2013	Good
	8302	BHC4	EXCAVATOR, 40,000-50,000#	JOHN DEERE	210-GLC	2013	Good
	8303	BHC4	EXCAVATOR, 40,000-50,000#	JOHN DEERE	210-GLC	2014	Good
	8304	BHC4	EXCAVATOR, JD 210 G	John Deere	210G	2015	New
	8401	BHC5	EXCAVATOR, 40,000-50,000#	JOHN DEERE	250G	2015	Good
	8502	BHC6	EXCAVATOR, 60,000-70,000#	John Deere	300G	2015	New
	8602	BHC7	EXCAVATOR, JD 350G	JOHN DEERE	350G	2013	Good
	8603	BUCT	EXCAVATOR, JD 350 GLC	JOHN DEERE	350 GLC	2013	Good
	8604	BHC7	EXCAVATOR, JD 350 GLC	JOHN DEERE	350 GLC	2014	Good
	8605	BHC7	EXCAVATOR, JD 350 GLC	JOHN DEERE	350 GLC	2015	Good
	8606	BHC7	EXCAVATOR, JD 350 GLC	JOHN DEERE	350 GLC	2016	New
	8607	BHC7	EXCAVATOR, JD 350 G	JOHN DEERE	350G	2016	New
	8608	BHC7	EXCAVATOR, JD 350 G	JOHN DEERE	350G	2015	New

	8701	BHC8	EXCAVATOR, JD 470 GLC	JOHN DEERE	470 JD	2015	Good
	8702	BHC8	EXCAVATOR, JD470G				
	8901	BHL1	BACKHOE/LOADER	JOHN DEERE	310 SK	2014	Good
	9051	ADT2	ARTICULATED DUMP TRUCK - 25 TON	JOHN DEERE	250d	2015	Good

Project Summary Sheet

Vienna Wastewater Treatment Plant

**Project Name & Location**

Vienna Wastewater Treatment Plant
100 Plant Street, Vienna, GA

Project Description

Renovation & Expansion of existing Wastewater Treatment Plant. Construction of new influent pump station replacing pumps in existing pump station Demolition of existing piping, valves and controls. Renovation of in-plant pump station and new control/laboratory building.

**Owner**

City of Vienna, GA

Date Started

June 2015

Date Completed

March 2016

Contract Price

\$3,775,000.00

Design Engineer Information

Pierre Rakel, SOWEGA Engineering
158 East Lee Street, Dawson, GA 39842
(229) 995-6364 Office
Email: pierre.rakel@sowega-eng.com

Client Contact Information

Mike Bowens
The City of Vienna, Georgia
203 W. Cotton Street, Vienna, GA 31092
(229) 268-4744 Office
Email: michael.bowens@cityofvienna.org

PSCC Executive In Charge

Lauren C. Atwell

PSCC Project Manager

Paul Gilsdorf

PSCC Superintendent

Lamar Forehand

PSCC Safety Personnel

Jeff Blomgren & Doel Antommarchi





July 7, 2016

Petticoat Schmitt Civil Contractors, Inc.
6380 Philips Hwy
Jacksonville, FL 32216

Re: WWTP No. 2 Renovation and Expansion, Vienna GA

To Whom it may Concern,

I am writing this letter as a reference for Petticoat Schmitt Civil Contractors. Sowega Engineering was the design Engineer and contract administer for the renovation and expansion of the Vienna Georgia's WWTP No. 2. and had the pleasure of working with Petticoat Schmitt on this very important project for the City of Vienna.

Tyson Foods was expanding there chicken processing facility in Vienna Ga, and the City had to be on-line and ready to receive the additional demand in 240 days. The bids for the project came in over the City's budget and Petticoat Schmitt worked quickly and closely with us to value engineer the project to meet budget constraints.

Petticoat Schmitt's build team hit the ground running to complete the expansion portion of the project in 4 months, then demonstrated great expertise in working with in the operating plant to take tanks down in phases and complete the modifications with in contract time. At no times did Petticoat Schmitt put the existing plant in risk of disrupting its operations or violating permits.

The process was smooth, the staff was proactive and the quality of work exceeded our standards.

I can confidently recommend Petticoat Schmitt Civil Contractors, Inc. as a solid and reliable plant builders, and experts in their field.

Very truly yours,

G. Pierre Rakel, P.E.
SOWEGA Engineering, LLC

P.O. Box 735

Dawson, GA 39842

Office: 229-995-6364 ext. 12

e-mail: pierre.rakel@sowega-eng.com

Project Summary Sheet

Halifax Plantation Water Treatment Plant

**Project Name & Location**

Halifax Plantation Water Treatment Plant
Ormond Beach, FL

Project Description

Installed a Forced-Draft Degasifier Tower, two Degasification and two Dilution Blowers, Carbon Dioxide Storage & Feed System, a Cascade Tray Aerator on top of the existing 0.5 MG Ground Storage Tank and a new Primary Control Panel & SCADA System.

Owner

Volusia County BOCC

Date Started

February 2015

Date Completed

April 2016

Contract Price

\$1,733,295.00

**Design Engineer Information**

David Prah, CDM
2301 Maitland Center Pkwy Maitland, FL 32751
(407) 660-2552 Office

Client Contact Information

Scott Mays, Volusia County BOCC
123 West Indiana Ave., Deland, FL 32720
(386)736-5935 Office
Email: smays@volusia.org

**PSCC Executive In Charge**

Lauren C. Atwell

PSCC Project Manager

Brad Davis

PSCC Superintendent

Jeff Rocek

PSCC Safety Personnel

Doel Antommarchi



2301 Maitland Center Parkway, Suite 300
Maitland, Florida 32715
tel: 407 660-2552

July 22, 2016

Petticoat-Schmitt Civil Contractors, Inc.
6380 Philips Hwy
Jacksonville, FL 32216

Subject: Halifax Plantation WTP Improvements

Dear To Whom It May Concern:

I am pleased to provide a reference letter for Petticoat-Schmitt Civil Contractors. I am the project manager for a recent Volusia County, Florida project at the Halifax Water Treatment Plant.

The improvements included the addition of a clean-in-place system for the existing membranes, an FRP degasifier system, CO₂ storage tank, replacement of the cascade tray aerator on the storage tank & the replacement of the existing control system with a new primary control panel.

This is the only water plant for the northeast portion of Volusia County and keeping it online was of the upmost importance to the success of the project. Jeff Rocek and the Project Manager, Brad Davis, understood this requirement and successfully kept the plant online throughout the project. Additionally, Jeff Rocek, the Project Superintendent, coordinated with plant personnel on a daily basis in regards to construction progress, upcoming equipment commissioning & required electrical modifications.

Their work product exemplifies a commitment to project safety, quality, and overall client satisfaction. I would not hesitate to utilize their services on future projects. If you have any questions regarding this project reference, please call me at your convenience.

Sincerely,

A handwritten signature in blue ink that reads "David J. Prah".

David J. Prah, P.E., BCEE
Principal Engineer
CDM Smith Inc.



Project Summary Sheet

Oatland Island Water Treatment Plant



Project Name & Location Oatland Island Water Treatment Plant
Savannah, GA

Project Description Upgrades to the wildlife center water system.
Install of 15,000 gallon steel storage tank,
Improvements to habitat ponds, removal of
GST, removal of elevated storage tank.

Owner Savannah-Chatham County Public School
System (SCCPSS)

Date Started January 2015

Date Completed October 2015

Contract Price \$825,000.00

Design Engineer Information Thomas & Hutton
50 Park of Commerce Way, Savannah, GA 31402
(912) 234-5300 Office

Client Contact Information Mark Pickering , P.E
Savannah-Chatham Co. Public School System
(SCCPSS)
208 Bull Street, Room 305, Savannah, GA 31401
(912) 395-5600

PSCC Executive In Charge Lauren C. Atwell

PSCC Project Manager John Chase

PSCC Superintendent Jeff Rocek

PSCC Safety Personnel Jeff Blomgren





Savannah-Chatham County Public School System

Capital Projects Management, 208 Bull St., Rm. 305 / Savannah, GA 31401 / 912.395.1234

July 22, 2016

Mr. Lauren C. Atwell
Vice President
Petticoat-Schmitt Civil Contractors, Inc.
6380 Philips Highway
Jacksonville, FL 32216

Re: General Contracting Services for
Oatland Island Wildlife Center
Water System Improvements

To whom it may concern:

I am writing this letter as a reference for Petticoat Schmitt Civil Contractors. Savannah-Chatham County Public School System is the Owner of the Oatland Wildlife Center and I am a Project Engineer and Owner's Representative with the Office of Capital Projects Management.

The improvements generally consisted of the construction of a 1,200 GPM Upper Floridan well, pump, pump house, chlorination system, 15,000 gallon hydro-pneumatic tank, electrical upgrades and other accessories required to complete a full operational system.

Jeff Rocek the Project Superintendent worked very closely with the center's staff to locate existing utilities, make tie-ins, demolish existing facilities and work among our wildlife. He and Project Manager John Chase were both very knowledgeable with water systems providing a high quality product and valuable technical assistance in a professional manner to the project team. The work performed met or exceeded our standards.

I can confidently recommend Petticoat Schmitt Civil Contractors, Inc. as professional builders and experts in their field.

Respectfully,

SAVANNAH-CHATHAM COUNTY PUBLIC SCHOOL SYSTEM

Mark W. Pickering, P.E.
Project Engineer, Capital Projects Management Dept.



RYAN SCHMITT, PRESIDENT

BACKGROUND

Ryan Schmitt is the president and owner of Petticoat-Schmitt Civil Contractors, Inc. Petticoat-Schmitt is a heavy civil construction firm, headquartered in Jacksonville, FL that specializes in the construction of public roadways and utilities, water and wastewater treatment plants and site development projects. Petticoat-Schmitt has over 200 employees and builds projects throughout the southeastern United States. Ryan is responsible for leading the executive leadership team that focuses on strategy, leadership development, talent management, culture, and operational effectiveness. Ryan started his career in heavy civil construction in 1990 with a Jacksonville heavy civil construction company where he rose to the General Manager position before starting Petticoat-Schmitt Contractors, Inc. in 2007. On numerous occasions Petticoat-Schmitt has been recognized by Inc. 500 Magazine, The Jacksonville Business Journal and the University of Florida for their praiseworthy rate of growth.

EDUCATION

Masters in Business Administration, University of North Florida

Bachelor of Construction Technology, University of North Florida

Bachelor of Arts, Criminal Justice, University of Florida

LICENSES HELD

Florida State Certified General Contractor

Florida State Class V Fire Protection Contractor

PROFESSIONAL AFFILIATIONS

NUCA National - Past Chairman of the Board

NUCA of FL – Past President

NUCA of N FL – Past President

Seamark Ranch – Chairman of the Board

University of North Florida – Construction Management Advisory Board Member – Past Chairman

City of Jacksonville – Construction Disputes Review Board Member

AWARDS & RECOGNITION

2012 Recipient of the University of North Florida (UNF) Fabulous Grad "Fab Grad" award.

2010, 2012 Recipient of the NUCA Ditchdigger of the Year Award

2009 Recipient of the National Utility Contractor's Association (NUCA) William H. Feather Award for meritorious achievement in construction

2009 Recipient of the NUCA National Community Service Award for volunteer work at Seamark Ranch

2008 Recipient of the Underground Utility Contractors of Florida (UUCF) Mitch Ellington Award for Contractor of the Year



We Build Life Changing Infrastructure

www.petticoatschmitt.com



CLYDE CROSS, VICE PRESIDENT

BACKGROUND

Clyde is a high-performing, strategic-thinking, result driven leader with an outstanding record in delivering complex projects on time and within budget. He proactively works closely with clients, engineers & field to ensure successful completion. He also combines strong business acumen with the ability to conceive profitable and efficient solutions utilizing technology and "hands on" experience. Clyde's construction career spans 30 years with the last 15 focusing primarily on roadway and utility contracting in both the public and private sectors.

CERTIFICATIONS

OSHA 10 HR

CPR/First Aid

Trenching & Shoring

Competent Person Training

NUCA Confined Space Training

FDEP Stormwater Inspector

REFERENCES

Tom McKnight
City of Jacksonville
904.255.8744

Wayne McDowell
JEA, Inc.
904.219.3512

SELECTED EXPERIENCE

County Road 210 & I95 Phase 2 Imp.
Manager
St. Johns County, FL - \$9.9 Million

Dobbs Road/ Kings Estate Intersection
Manager
St. Johns County, FL - \$2.8 Million

Collins Road (Old Middleburg to Shindler)
Manager
Jacksonville, FL - \$4.0 Million

Bay St. Town Center & Reversible Lanes
Manager
Jacksonville, FL - \$4.3 Million

Pine Forest Drainage Improvements
Manager
Jacksonville, FL - \$3.4 Million

Jacksonville Beach Improvements – Phase II
Project Manager
Jacksonville Beach, FL - \$6.3 Million





LAUREN ATWELL, VICE PRESIDENT

BACKGROUND

As Vice President of the Plant Division, Lauren has an established career that spans over 30 years in heavy construction with a strong emphasis on water and wastewater treatment facilities. In his current position he is responsible for the overall management of water and wastewater plant construction operations for Petticoat-Schmitt.

EDUCATION

B.S. Civil & Environmental Engineering
Clarkson University

PROFESSIONAL AFFILIATIONS

NUCA
NUCA of Florida, President
NUCA of North Florida, Former President
GUCA, Former Board of Directors
AWWA
WEF
Society of American Military Engineers (SAME)
University of North Florida Construction
Management Advisory Board of Directors.
J. Mitchell Ellington Award
Contractor of the Year - 2010

SELECTED EXPERIENCE

Fourth Creek WWTP Composite Correction Plan
Senior Vice President
Knoxville, TN - \$17.5 Million

KCUD Membrane WTP
Senior Vice President
Knoxville, TN - \$14.3 Million

Sunset WTP Expansion
Senior Vice President
Guntersville, AL - \$8.2 Million

Central Consolidated Pump Stations
Senior Vice President
Baton Rouge, LA - \$20.9 Million

Hood Road WTP Membrane Conversion
Senior Vice President
Palm Beach Gardens, FL - \$50.0 Million

Arlington East WRF BRN Upgrades
District Manager
Jacksonville, FL - \$25.0 Million

Ormond Beach Reverse Osmosis WTP
District Manager
Ormond Beach, FL - \$11.0 Million

Lake Worth Reverse Osmosis WTP
District Manager
Lake Worth, FL - \$17.0 Million

No Business Creek Pump Station
Project Manager
Snellville, GA - \$6.9 Million

Clayton County WRF Upgrade
Project Manager
Clayton County, GA - \$56.0 Million



BRIAN ELY, PROJECT MANAGER

BACKGROUND

Brian is a Project Manager with the Plant Division. His construction career spans over 30 years with more than 20 years as a Project Manager. In his current position for Petticoat-Schmitt, Brian is responsible for managing projects from the award phase through construction and until final completion.

EDUCATION

Bachelors of Science, Construction Management
University of North Florida

CERTIFICATIONS

Florida State Certified General Contactor
Florida State Certified Mechanical Contractor
OSHA 10
Electrical Distribution Substation Maintenance
JEA Safety Supervisor

SELECTED EXPERIENCE

Soque Dam Rehabilitation
Project Manager
Clarks County, GA - \$1.6 Million

Paulding County Water Tank
Project Manager
Dallas, GA - \$1.4.0 Million

Dekalb County Honey Creek Pump Station,
Project Manager
Alpharetta, GA - \$22.4

Buckman Waste Water Plant Upgrade
Project Manager
Jacksonville, FL - \$62.0 Million

Briarwood Water Plant
Project Manager
Jacksonville, FL - \$18.0 Million

Deerwood Water Plant
Project Manager
Jacksonville, FL - \$8.0 Million

Van Dyke WWTP Upgrade
Project Manager
Odessa, FK - \$2.2 Million

Odessa Effluent Spray Fields
Project Manager
Odessa, FL - \$0.9 Million



HENRY DRIVER, SUPERINTENDENT

BACKGROUND

Henry is a highly skilled superintendent with over 15 years of experience in the water and wastewater industry. He is well versed in all aspects of plant construction including civil, mechanical, structural, electrical, instrumentation, start-up, and project turnover. Excelling at planning, sequencing and executing work Chris safely completes projects on time and within budget.

CERTIFICATIONS

Competent Person for Trenching and Shoring
Competent Person for Excavation
Confined Space Entry
Rigging Fundamentals
OSHA 10-Hour
First Aid & CPR
JEA Safety Leadership
HazCom
Aerial Access Card
FDEP Environmental Protection Inspector

REFERENCES

Elizabeth DiMeo
JEA
904.665.8139

Kenneth Jenkins
JEA
904.866.2047

Andrew May
JEA
904.665.4510

SELECTED EXPERIENCE

Alachua Ave. Pump Station
Superintendent
Stennis Space Center, MS - \$18.0 Million

Nocatee & Bartram Water Storage Expansion
Superintendent
Ponte Vedra, FL - \$3.1 Million

Hinesville/Ft. Stewart WWTP
Superintendent
Hinesville, GA - \$14.17 Million

City of Valdosta D/B Withlacoochee WPCP
Foreman
Valdosta, GA - \$16.6 Million



Public Works & Utilities Department
Budget Transfer Request Form

To: FINANCE

From: Julia Wiggins
Budget Analyst

Date: 03/14/18

From:

Acct Description	Account #	Project #/Title	Amount
Project Capital Outlay	401 0400 535 6394	SSP009	55100

To:

Acct Description	Account #	Project #/Title	Amount
Project Capital Outlay	401 0400 535 6397	SSP011	55100

Reason: Required to complete funding of ITB 17-41 (CC to approve 4/3/18), see attached documents for additional information.

Dept. Approval:

Lynn Stevens, Public Works & Utilities Director

3-15-18

Date

CC:

Kenny Ho

PU Construction & Eng. Manager

Steve Parnell

Water Reclamation Facility Manager



City of Port Orange Public Works & Utilities Department

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

THRU: Lynn Stevens, Public Works & Utilities Director

THRU: Julia Wiggins, Public Works & Utilities Budget Analyst

FROM: Steve Parnell, Water Reclamation Facility Manager

DATE: March 14, 2018

SUBJECT: Budget Transfer Request – WRF Influent Bypass Project

REQUEST:

The Public Works & Utilities Department is requesting the City Manager approve the attached budget transfer in the amount of \$55,100. This request will provide additional funding for ITB 17-41 Water Reclamation Facility Influent Bypass Project set to be approved by Council on April 3, 2018.

PURPOSE:

The purpose of this request is to provide adequate funding for WRF Project SSP011 – WWTP Influent Structure Bypass.

CONSIDERATION:

On February 8, 2018, purchasing received four (4) bid submittals for ITB 17-41 WWTP Influent Structure Bypass. Petticoate-Schmitt was the lowest responsive bidder in the amount of \$433,600.

Public Works & Utilities Department has placed the Intent to Award on the April 3, 2018 Council meeting for approval. This request will provide \$55,100 to complete funding requirements.

FUNDING:

Move \$55,100 from 401 0400 535 6397 SSP009 – Biosolids Project

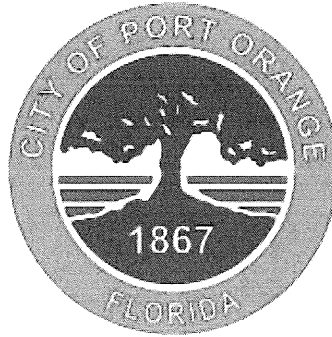
Move to 401 0400 535 6397 SSP011 – WRF Influent Structure Bypass

RECOMMENDATION:

The Public Works & Utilities Department recommends the City Manager approve the attached budget transfer in the amount of \$55,100. This request will provide additional funding for ITB 17-41 Water Reclamation Facility Influent Bypass Project set to be approved by Council on April 3, 2018.

ATTACHMENTS:

- a.) NaviLine print screens
- b.) Notice of Intent to Award letter



NOTICE OF INTENT TO AWARD

ITB # 17-41

WWTP INFLUENT STRUCTURE BYPASS

February 26, 2018

On February 8, 2018, purchasing received four (4) bid submittals for ITB #17-41 WWTP Influent Structure Bypass. After review of the responses, City Staff has made a recommendation to award Petticoat-Schmitt of Jacksonville, Florida in the amount of \$433,600.00

The recommendation will be presented to City Council on April 3, 2018.

David Battaglia
Purchasing Agent

Mar 12, 2018 3:58:50 PM EDT

File Edit Commands Help

CUNYARD PUBLIC SECTOR

NavLine

401-0400-535.63-97

Account miscellaneous
Budget miscellaneous
Encumbrances
Pre-encumbrances
Transactions
Detail by date
Detail by code
Detail by year & p
Pending by date
Pending by code
Pending by year
Procurement car

Account information

Q IMP. OTHER THAN BLDGS / PROJ CAPITAL OUTLAY
Fiscal year: 2018 Dr
Budget: 2,584,037.00
Committed: 252,429.90
Q Balance: 2,331,607.10

Project Data

Project Entry Required

Q	Req/P0	Project	Balance
Q	RIM005	U Reservoir Out	.00
Q	SSP002	U Sewer Plant R	27,875.00
Q	SSP009	U BioSolidsTrtm	694,302.00
Q	SSP010	U Wastewtr Trt	5,890.00
Q	SSP011	U WWTP InflntSt	183,440.00
Q	SSP013	U WRF SludgeTra	107,000.00
Q	SSP014	U WRF Entry Gat	30,000.00

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 October	.00	.00
Q 02 November	.00	.00
Q 03 December	8,200.00	8,200.00
Q 04 January	86,020.90	94,220.90
Q 05 February	2,500.00	96,720.90

Payment information

Vendor (* indicates pending) Total

Q	Vendor	Total
Q	KIMLEY-HORN AND ASSOCIATES, IN	2,500.00
Q	MULLINS UNDERGROUND INC	51,225.00
Q	MEEKS PLUMBING, INC.	22,240.00
Q	ALTAIR ENVIRONMENTAL GROUP LLC	12,555.90
Q	J & H WATERSTOP UTILITIES, INC	8,200.00

Encumbrances

P0 #	Vendor	Balance
Q 072585	ALTAIR ENVIRONMENTAL	.00
Q 072952	MULLINS UNDERGROUND I	.00
Q 073135	J & H WATERSTOP UTILI	.00
Q 073144	KIMLEY-HORN AND ASSOC	4,379.00
Q 073148	MEEKS PLUMBING, INC.	.00
Q 073306	CARL ERIC JOHNSON INC	9,376.00
Q 073421	TOMOKA CONSTRUCTION S	49,480.00

Pre Encumbrances

Type	Req/P0	Project	Balance

Segment/Balance Details

Fund	Department	Division	Activity basic	Sub activity	Element	Object	Original Budget	Revised Budget	Current expenditures	YTD expenditures	Unposted expenditures	Encumbrances	Unposted encumbrances
401	04	00	53	5	63	97	697,000.00	2,584,037.00	.00	96,720.90	.00	155,709.00	.00

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Next account
2017
2019
Account activi...
Pending trans...
Images
Budget alloca...

MW

move \$55,100
from SSP009 to SSP011
for contest Bid Award

Mar 12, 2018 3:59:15 PM EDT

File Edit Commands Help

SUNSHADE PUBLIC SECTOR

NavLine

401-0400-535.63-97

Account miscellaneous

Budget miscellaneous

Encumbrances

Pre-encumbrances

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Account information

Q IMP. OTHER THAN BLDGS / PROJ CAPITAL OUTLAY

Fiscal year: 2018 Dr

Budget: 2,584,037.00

Committed: 252,429.90

Q Balance: 2,331,607.10

Project Data

Project Entry Required

Q RIM005 U Reservoir Out .00

Q SSP002 U Sewer Plant R 27,875.00

Q SSP009 U BioSolidsTrtm 694,302.00

Q SSP010 U Wastewtr Trt 5,890.00

Q SSP011 U WWTP InflntSt 183,440.00

Q SSP013 U WRF SludgeTra 107,000.00

Q SSP014 U WRF Entry Gat 30,000.00

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
Q 01 October	.00	.00
Q 02 November	.00	.00
Q 03 December	8,200.00	8,200.00
Q 04 January	86,020.90	94,220.90
Q 05 February	2,500.00	96,720.90

Payment information

Vendor (* indicates pending) Total

Q KIMLEY-HORN AND ASSOCIATES, IN 2,500.00

Q MULLINS UNDERGROUND INC 51,225.00

Q MEEKS PLUMBING, INC. 22,240.00

Q ALTAIR ENVIRONMENTAL GROUP LLC 12,555.90

Q J & H WATERSTOP UTILITIES, INC 8,200.00

Encumbrances

P0 #	Vendor	Balance
Q 072585	ALTAIR ENVIRONMENTAL	.00
Q 072952	MULLINS UNDERGROUND I	.00
Q 073135	J & H WATERSTOP UTILI	.00
Q 073144	KIMLEY-HORN AND ASSOC	4,379.00
Q 073148	MEEKS PLUMBING, INC.	.00
Q 073306	CARL ERIC JOHNSON INC	9,376.00
Q 073421	TOMOKA CONSTRUCTION S	49,480.00

Pre Encumbrances

Type	Req/P0	Project	Balance
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Segment/Balance Details

Fund	401	W&S O&M REVENUE FUND	Original Budget	697,000.00
Department	04	*WASTEWATER TREATMENT	Revised Budget	2,584,037.00
Division	00	WASTEWATER TREATMENT	Current expenditures	.00
Activity basic	53	PHYSICAL ENVIRONMENT	YTD expenditures	96,720.90
Sub activity	5	SEWER SERVICES	Unposted expenditures	.00
Element	63	IMP. OTHER THAN BLDGS	Encumbrances	155,709.00
Object	97	PROJ CAPITAL OUTLAY	Unposted encumbrances	.00

Print

Cancel

Exit

Previous acc...

Next account

2017

2019

Account activi...

Pending trans...

Images

Budget alloca...

MVV



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/03/2018

Consent item: Yes

SUBJECT: (B7b) Intent to Award ITB No. 18-13 - Garnsey Water Treatment Plant Sludge Feed Pumps & Filter Backwash Upgrades

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve ITB 18-13 bid award to L-7 Construction Company in the amount of \$1,009,670.00; and to authorize the Mayor and City Clerk to execute the required contract documents.

SUMMARY:

The Garnsey Water Treatment Plant filters must be backwashed as part of the normal operation. Once backwashed, the water used flows into a backwash recovery tank. The wash water settles and the clear water is pumped back into the headworks of the treatment plant. Water used for backwashing is finished product water. In 2014, a main 18" water line failed in the distribution system. After the event, it was discovered that if the plant had been backwashing a filter at the same time, it would have had catastrophic impact to the distribution system. This project will provide pumps that would draw water directly from the storage tank and not the distribution line.

This contract would replace four (4) sludge feed pumps and filter two (2) backwash pumps with an enclosure with associated valves and piping.

The project was advertised for bid on January 3, 2018. On February 8, 2018, five (5) bids were received.

1. Carr & Collier, Inc. - \$1,173,900.00
2. SGS Contracting Inc. – 1,063,000.00
3. Hinterland Group. – \$1,331,000.00
4. Petticoat-Schmitt – \$1,305,690.00
5. L-7 Construction Inc. – \$1,009,670.00

L-7 Construction, Inc. to be the most responsive, responsible, low bidder. City staff recommends awarding of the Garnsey Water Treatment Plant Sludge Feed Pumps and Filter Backwash Upgrades to L-7 Construction, Inc.

This project was approved in the capital improvement budget.

Project No.: WWP003 Funding Account No.: 403 0200 533 6397

ATTACHMENTS:

1.	EJCDC	Garnsey EJCDC.pdf
2.	Department Justification Memo - ITB 18-13	Department Justification Memo - ITB 18-13.pdf
3.	ROA 2.14.18	ROA 2.14.18.pdf
4.	ITB 18-13 Tabulation Sheet	ITB 18-13 Tabulation Sheet .pdf
5.	ITB 18-13 Intent to Award (02-27-18)	ITB 18-13 Intent to Award (02-27-18).pdf
6.	ITB 18-13 L7 Construction Response (2-8-18)	ITB 18-13 L7 Construction Response (2-8-18).pdf

Julia Wiggins	Created/Initiated - 03/20/2018
Kenny Ho	Approved - 03/20/2018
Rick Wilson	Approved - 03/21/2018
Lynn Stevens	Approved - 03/21/2018
Tracey Riehm	Approved - 03/21/2018
Margaret Roberts	Approved - 03/22/2018
Jake Johansson	Approved - 03/23/2018
Robin Fenwick	Final Approval - 03/23/2018

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, A Florida municipal Corporation ("Owner") and L7 Construction, Sanford, Florida 32771 ("Contractor").

The Effective Date of this Agreement shall be _____. (If no date is specified then the Effective Date shall be the date on which the Agreement is signed by the last of the two parties.)

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The replacement of four (4) progressive cavity sludge feed pumps along with filter backwash upgrades. The backwash upgrades include installing two (2) centrifugal pumps, two (2) electric actuators and a new pump station pavilion.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

ITB 18-13 Garnsey Water Treatment Plant Sludge Feed Pumps & Filter Backwash Upgrades Redesign

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Kevin A. Lee, P.E. 71501, Mead & Hunt Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 30 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. Owner may withhold Contractor's final payment in order to offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor's final payment will not sufficiently cover the liquidated damages that Contractor owes Owner.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$ 1,009,670.00

Any allowances specifically identified and called for in the Contract Documents are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work in accordance with Paragraph 11.03 of the General Conditions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>UNIT PRICE WORK</u>					
<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>

See attached 00310 Schedule of Unit Prices

Total of all Bid Prices (Unit Price Work) \$1,009,670.00

The Bid Unit Prices set forth above are guaranteed prices. Although the Estimated Quantities are estimates and may increase or decrease based on determinations of Engineer, Contractor agrees and understands that the Bid Unit Prices shall remain the same irrespective of the quantities. Contractor understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price increase or escalation. Owner agrees and understands that in agreeing to any Bid Unit Price it is agreeing to bear the risk associated with any material price decrease or reduction.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment not more than monthly in accordance with Article 14 of the General Conditions and Paragraph 6.02 below.

6.02 Progress Payments; Retainage

A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the work completed in accordance with the Schedule of Values, less the aggregate of payments previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.

B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each progress payment. Fifty (50%) percent completion is the point in which Owner has expended 50 percent of the Contract Price, together with all increases in the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent

retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

6.03 Final Payment

- A. Final Payment inclusive of retainage shall be made to Contractor in accordance with Paragraph 14.07 of the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 All monies not paid in strict accordance with Florida Statute §218.735 shall bear interest as provided for therein.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement and in determining the Contract Price, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data." Contractor's receipt and study of such reports shall not relieve it of visiting the Site and becoming familiar with and satisfied with the Site conditions that may affect cost, progress, and performance of the Work.
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6 – CONTRACT DOCUMENTS

6.01 *Contents*

- F. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 9, inclusive).
 - 2. Combination Payment and Performance Bond (pages 1 to 3, inclusive).
 - 3. Other bonds (N/A).
 - 4. General Conditions (pages 1 to 75, inclusive).
 - 5. Supplementary Conditions (pages 1 to 14, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings consisting of 14 sheets with each sheet bearing the following general title:
Garnsey Water Treatment Plant Sludge Feed Pumps & Filter Backwash Upgrades Redesign.
 - 8. Addendum No. 1, pages 1 to 3, inclusive.
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 38, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (N/A).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (pages __ to__ inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions and parts shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that in the event a Lien is recorded on the Project by any person or entity providing labor, services, or materials with respect to any portion of the Work, it will immediately transfer such lien to its payment bond or take other appropriate action to immediately remove the encumbrance.

10.06 *No-Damage-for-Delay*

Contractor shall not be entitled to any damages (including, without limitation, expenses, costs, fees, extended field overhead and general conditions, equipment costs, home/office overhead, lost productivity and inefficiency damages, additional payroll and labor costs, etc.) for any delay to its Work. Contractor's sole and exclusive remedy for a delay to its Work that is not caused by Contractor (or a person or entity performing a portion of Contractor's scope of Work) shall be an extension of time to substantially complete and finally complete the Project; provided, however, that Owner granting Contractor an extension of time is not a condition precedent to this no-damage-for-delay provision. Contractor shall also not be entitled to any damages for disruption or interference to its Work or for having to accelerate or incur additional labor or payroll costs in order to make up or overcome a delay to its Work so that it can maintain the dates for Substantial Completion and Final Completion. Contractor agrees that in determining and agreeing to the Contract Price it considered this no-damage-for-delay provision and understands that it is not entitled to any damages whatsoever for a delay to its Work.

10.07 *No Intended Third-Party Beneficiaries*

- A. There are no intended third-party beneficiaries to the Contract.

10.08 *Additional Provisions*

- A. In the event of any conflict between the Agreement and the General Conditions, the terms of this Agreement shall govern.
- B. In the event of any conflict between the Agreement and Supplementary Conditions, the terms of this Agreement shall govern. However, if there is any conflict between the terms of the General Conditions and the terms of the Supplementary Conditions, the Supplementary Conditions shall govern provided that the indemnification set forth in Paragraph 6.20 of the General Conditions shall govern over any indemnification set forth in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

CITY OF PORT ORANGE

Owner

By: Donald O. Burnette

Title: Mayor

Date: _____

Attest: Robin L. Fenwick, CMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

L7 Construction, Inc.
Contractor

By: _____
Brett Lefever

Title: President

Date: _____

*(If Contractor is a corporation, partnership or
Joint venture, attach evidence of authority to
Sign.)*

Attest: _____

Title: _____

Address for giving notices:

3840 St. Johns Parkway

Sanford, FL 32771

License No.: CGC 1514056



City of Port Orange Public Utilities Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Public Utilities Director
Julia Wiggins, Public Utilities Budget Analyst

FROM: Richard A Colby, Project Manager

DATE: March 7, 2018

SUBJECT: Bid Award #18-13 - Garnsey Water Treatment Plant Sludge Feed Pumps and Filter Backwash Upgrades

REQUEST:

The Public Utilities Department requests City Council award of Bid #18-13 to L-7 Construction, Inc. for the Garnsey Water Treatment Plant Sludge Feed Pumps and Filter Backwash Upgrades for an amount not to exceed \$1,009,670.00.

PURPOSE:

The purpose of this project is to maintain the operations of the City's Water Treatment Plant in accordance with state and federal regulations.

CONSIDERATION:

The Garnsey Water Treatment Plant utilizes lime softening followed by filtration as part of the treatment process. The filters must be backwashed as part of the normal operation. Once backwashed, the water used flows into a backwash recovery tank. The wash water settles and the clear water is pumped back into the headworks of the treatment plant. The lime sludge, backwashed off the filter media, is pumped to the sludge thickener for final processing.

Water used for backwashing is finished product water. In 2014, a main 18" water line failed in the distribution system. After the event, it was discovered that if the plant had been backwashing a filter at the same time, it would have had catastrophic impact to the distribution system. The existing backwash system uses water directly from the distribution line from the treatment plant. This project will provide pumps that would draw water directly from the storage tank and not the distribution line. That would avoid further constraint in distribution pressures during filter backwashing activities.

The four (4) existing progressive cavity sludge pumps are in need of replacement due to their age and condition. The pumps were installed in 2006 and pump a coarse viscous material which accelerates wear. The proposed pumps will include direct drive motors powered by VFDs to allow for better flow control and less maintenance than the existing pumps. Two (2) new centrifugal pumps will be installed to provide additional water from the ground storage tank during filter backwash cycles.

This contract would replace four (4) progressive cavity sludge feed pumps and filter backwash upgrades. The backwash upgrades consist of installing two (2) centrifugal pumps with a slab enclosure for backwash water augmentation, and two (2) electric actuators on the 18-inch backwash interconnect valves.

The project was advertised for bid on January 3, 2018. On February 8, 2018, five (5) bids were received.

1. Carr & Collier, Inc. - \$1,173,900.00
2. SGS Contracting Inc. – 1,063,000.00
3. Hinterland Group. – \$1,331,000.00
4. Petticoat-Schmitt – \$1,305,690.00
5. L-7 Construction Inc. – \$1,009,670.00

Evaluation of the bids were conducted by the City's engineering consultant, Quentin L. Hampton, has determined L-7 Construction, Inc. bid prices to be fair and consistent with current industry standards. In addition, Quentin L. Hampton had worked with L-7 Construction, Inc on previous projects with similar scope of work and the City staff had worked with L-7 Construction on past two water treatment plant upgrade projects. City staff has found L-7 Construction, Inc. to be the most responsive, responsible, low bidder. City staff recommends awarding of the Garnsey Water Treatment Plant Sludge Feed Pumps and Filter Backwash Upgrades to L-7 Construction, Inc.

This project was approved in the capital improvement budget.

FUNDING:

403-0200-533-63-97 \$1,009,670.00
Project No. WWP003

RECOMMENDATION:

The Public Utilities Department recommends City Council award bid #18-13 Garnsey Water Treatment Plant Sludge Feed Pumps and Filter Backwash Upgrades to L-7 Construction, Inc. in an amount of \$1,009,670.00.

ANTICIPATED SCHEDULE:

Complete construction by early 2019 calendar year.

ATTACHMENTS:

1. QLHA recommendation of award
2. Bid Tab



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

February 16, 2018

Lynn Stevens
Public Utilities Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: lstevens@port-orange.org
Hard Copy Mailed Only on Request

**CITY OF PORT ORANGE
GARNSEY WATER TREATMENT PLANT
SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES DESIGN
RECOMMENDATION OF AWARD**

Dear Ms. Stevens,

The City received five (5) bids on the above referenced project on February 8, 2018. L-7 Construction, Inc., of Sanford, Florida, submitted the low base bid in the amount of \$806,070, with a Bid Alternate amount of \$203,600. The second lowest bidder was SGS Contracting, Inc., of High Springs, Florida, who submitted a base bid in the amount of \$843,000, with a Bid Alternate amount of \$220,000.

We have worked with L-7 Construction, Inc. completing projects with similar scopes in the past. Based on their previous experience, we believe L-7 Construction, Inc. is qualified to complete the project in a satisfactory manner.

If you have any questions, please do not hesitate to contact us.

Respectfully,

Brad T. Blais, P.E.
Vice President/Market Leader

BTB:bf

cc: Kenny Ho, James Tillman – City of Port Orange
Kevin Lee - QLH



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

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

ITB NUMBER: ITB-#18-13
ITB TITLE: Garnsey Water Plant Sludge Feed Pumps & Filter Backwash Upgrades Redesign
OPENING DATE/TIME: February 8, 2018 at 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		Carr & Collier Inc.	SGS Contracting Inc.	Hinterland Group	Petticoat - Schmitt
1	Section 00300 Acknowledgement of Addenda	YES	YES	YES	YES
2	Section 00310 Schedule of Unit Price	YES	YES	YES	YES
3	Section 00320 Statement of Bidders Qualifications	YES	YES	YES	YES
4	Section 00330 Listing of Subcontractors.	YES	YES	YES	YES
5	Section 00331 Listing Of Previous Experience	YES	YES	YES	YES
6	Section 00410 Bid Bond	YES	YES	YES	YES
7	Section 00470 Public Entity Crimes Statement	YES	YES	YES	YES
8	Section 00480 Anti-Collusion Statement	YES	YES	YES	YES
9	Section 00485 Drug Free/Tie Preference Statement	YES	YES	YES	YES
10	Section 00490 Trench Safety Affidavit	YES	YES	YES	YES
11	Section 00620 Certificate as to Corporate Principle	YES	YES	NO	YES
12	Section 00800A Insurance Requirements	YES	YES	YES	YES
1 Original, 1 Digital Copy		NO	NO	NO	NO
Deemed Responsive?		YES	YES	YES	YES
TOTAL BASE BID		\$ 875,900.00	\$ 843,000.00	\$ 996,000.00	\$ 1,023,690.00
ALTERNATE		\$ 298,000.00	\$ 220,000.00	\$ 355,000.00	\$ 282,000.00

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



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

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

ITB NUMBER: ITB-#18-13
ITB TITLE: Garnsey Water Plant Sludge Feed Pumps & Filter Backwash Upgrades Redesign
OPENING DATE/TIME: February 8, 2018 at 2:30 P.M.

		Response 5	Response 6	Response 7	Response 8
Submittal Required Forms		L7 Construction			
1	Section 00300 Acknowledgement of Addenda	YES			
2	Section 00310 Shedule of Unit Price	YES			
3	Section 00320 Statement of Bidders Quilifications	YES			
4	Section 00330 Listing of Subcontractors.	YES			
5	Section 00331 Listing Of Previous Experience	YES			
6	Section 00410 Bid Bond	YES			
7	Section 00470 Public Entity Crimes Statement	YES			
8	Section 00480 Anti-Collusion Statement	YES			
9	Section 00485 Drug Free/Tie Preference Statement	YES			
10	Section 00490 Trench Safety Affidavit	YES			
11	Section 00620 Certificate as to Corporate Principle	YES			
12	Section 00800A Insurance Requirements	YES			
1 Original, 1 Digital Copy		NO			
Deemed Responsive?		YES			
TOTAL BASE BID		\$ 806,070.00	\$ -	\$ -	\$ -
ALTERNATE		\$ 203,600.00	\$ -	\$ -	\$ -



NOTICE OF INTENT TO AWARD

ITB # 18-13

GARNSEY WATER TREATMENT PLANT SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES REDESIGN

February 26, 2018

On February 8, 2018, purchasing received five (5) bid submittals for ITB #18-13 Garnsey Water Treatment Plant Sludge Feed Pumps & Filter Backwash Upgrades Redesign. After review of the responses, City Staff has made a recommendation to award to L7 Construction of Sanford, Florida in the amount of \$1,009,670.00

The recommendation will be presented to City Council on April 3, 2018.

David Battaglia
Purchasing Agent

CITY OF PORT ORANGE, FLORIDA

GARNSEY WATER TREATMENT PLANT SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES REDESIGN

ITB # 18-13



Prepared by:



**SECTION 00300
PROPOSAL**

FOR

**“GARNSEY WATER PLANT SLUDGE FEED PUMPS & FILTER BACKWASH
UPGRADES REDESIGN”**

BID # 18-13

(To be Completed in Duplicate)

Bidder's Name: L7 Construction, Inc.

Submitted: February 8th, 2018

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

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Port Orange, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00310, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of

**"GARNSEY WATER PLANT SLUDGE FEED PUMPS & FILTER BACKWASH
UPGRADES REDESIGN"**

for the City of Port Orange, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00310" attached and made a part of this Bid. **The estimated bid totals:**

TOTAL BASE BID: EIGHT HUNDRED SIX THOUSAND SEVENTY DOLLARS
(In Words) AND NO CENTS.

Dollars \$ 806,070.⁰⁰ (In Figures)

BID ALTERNATE #1: TWO HUNDRED THREE THOUSAND SIX HUNDRED
(In Words) DOLLARS AND NO CENTS

Dollars \$ 203,600.⁰⁰ (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the 'Notice to Proceed' and that the work shall be substantially complete within **270 days** with an additional **30 days** for final completion, including all weekends and holidays.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stated completion time stipulated above the sum of **\$1000 (One Thousand Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

- Proposal: Section 00300 including Acknowledgement of Addenda
- Schedule of Unit Prices: Section 00310
- Statement of Bidder's Qualifications: 00320
- Listing of Subcontractors: Section 00330
- Listing of Previous Experience: Section 00331
- Bid Bond: Section 00410
- Public Entity Crimes Statement: Section 00470
- Anti-Collusion Statement: Section 00480
- Drug Free/Tie Preference Statement: Section 00485
- Trench Safety Affidavit: Section 00490
- Certificate as to Corporate Principal: Section 00620
- City of Port Orange Insurance Requirements: Section 00800A

REQUIRED DISCLOSURE

At its sole discretion, the City of Port Orange, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

The City reserves the right to award any or all parts to most responsive qualified bidder in order to construct the improvements in a timely manner.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one acceptable supplier of the particular item listed. The equipment which falls under these two categories is shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufacturers/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions. The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Category I - Sole Source Equipment Items: NONE

Category II - Major Equipment Items: NONE

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. <u>1</u>	Dated: <u>1/25/10</u>	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____

Attached hereto is a cashier's check on the _____ Bank of

_____ or Bid Bond for the sum of
FIFTY ONE THOUSAND Dollars (\$51,000.⁰⁰),

made payable to _____ (Owner).

L7 Construction, Inc.
(Name of Bidder) (Affix Seal)

Brett M. Lefever
(Signature of Officer)

President
(Title of Officer)

L7 Construction, Inc.
Name of Bidder

3840 St. Johns Pkwy.
Address

Sanford, FL 32771
City/State/Zip

(321) 972-9325
Telephone

CFC 1514050
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Brett M. Lefever - President

END OF SECTION



"ATTACHMENT 1" ITB 18-13 SCHEDULE OF UNIT PRICING
BID FORM

CITY OF PORT ORANGE
GARNSEY WATER TREATMENT PLANT SLUDGE FEED PUMPS & FILTER BACKWASH UPGRADES REDESIGN

ITB# 18-13

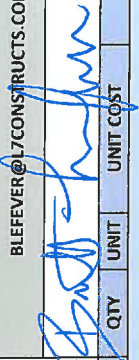
Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:		L7 Construction, Inc.			
CONTACT PERSON:		Brett Lefever - President			
EMAIL ADDRESS:		BLEFEVER@L7CONSTRUCTS.COM			
AUTHORIZED SIGNATURE:					

ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00
2	Construct Backwash Water Augmentation Pump Station and Pavilion	1	LS	\$ 234,000.00	\$ 234,000.00
3	Yard Piping				
	a. 18 Inch (18") DIP Pipe, Fittings and Valves	1	LS	\$ 100,000.00	\$ 100,000.00
	b. Motor Actuated 18 Inch (18") Valve	1	LS	\$ 53,000.00	\$ 53,000.00
4	Electrical	1	LS	\$ 117,000.00	\$ 117,000.00
5	Instrumentation & Controls	1	LS	\$ 170,000.00	\$ 170,000.00
6	As-Builts	1	LS	\$ 3,000.00	\$ 3,000.00
7	Permit Allowance	1	LS	\$ 10,000.00	\$ 10,000.00
8	Pre-Construction Video	1	LS	\$ 1,000.00	\$ 1,000.00
9	Excavation and Grading	1	LS	\$ 12,000.00	\$ 12,000.00
10	Hand Locate and Expose Existing Utilities	1	LS	\$ 6,000.00	\$ 6,000.00
11	Indemnification	1	LS	\$ 14,000.00	\$ 14,000.00
12	Unforeseen Conditions	1	LS	\$ 50,000.00	\$ 50,000.00
13	Restoration	1	LS	\$ 6,070.00	\$ 6,070.00
TOTAL BASE BID 1-13				\$	806,070.00
14	ALTERNATE No 1 - Sludge Feed Pumps	1	LS	\$ 203,600.00	\$ 203,600.00
ALTERNATE BID TOTAL				\$	203,600.00

SECTION 00320

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

SEE ATTACHED

- A. Name of bidder.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- M. ⁽²⁾ Bidder shall state the qualifications and experience for the resident superintendent.
- N. Credit currently available: \$ _____
- O. Give bank reference:

Section 00320
Statement of Bidder's Qualifications

A. Name of Bidder.

L7 Construction, Inc.

B. Permanent main office address.

3840 St. Johns Parkway
Sanford, FL 32771

C. Date Organized.

May 18, 2007

D. If a corporation, where incorporated.

Florida

E. How many years have you been engaged in the contracting business under your present firm name?

10 Years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

- Orange County SWRF Clarifier: \$737,000.
Completion: June 2018
- Palm Bay Aerators: \$578,000. Completion: February 2018.
- RCID LS No. 8 Replacement: \$2,064,700.
Completion: September 2018
- Winter Garden Filter: \$1,177,000. Completion: March 2018
- Palm Bay Lime Softening Unit #2: \$1,154,847.
Completion: May 2018
- Palm Bay Lime Softening Filter Rehab: \$1,207,000.
Completion: March 2018
- Winter Garden Stormwater: \$3,417,000. Completion: June 2018
- South Beaches Chemical & Clarifier: \$1,497,000.
Completion: November 2018
- Clermont East Side Dewatering: \$1,332,777.
Completion: September 2018

G. General character of work performed by your company.

General contractor that specializes in wastewater treatment plants.

H. Have you ever failed to complete any work awarded to you? If so, where and why?

No.

I. Have you ever defaulted on a contract? If so, where and why?

No.

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

- Mims WTP Chemical: \$1,084,000 - Completed in September of 2016.
- Orlando Lift Station #45 Odor Control: \$1,125,000 - Completed in August of 2016
- Mourning Dove WTP Upgrades: \$435,000- Completed in November of 2016
- Seminole County Hampton Park Lift Station: \$937,700- Completed in January of 2017
- Sanford Control Pump Station WTP No.: 2 \$1,118,207- Completed in March of 2017

K. List your major equipment currently owned or leased.

Own 6 completely outfitted trailers, with all the tools & equipment for concrete, piping & mechanical installations. Rent heavy equipment from multiple vendors.

L. Experience in work similar to this type of project.

- 14-042 Mims WTP Chemical (Brevard County): Demo of existing chemical feed equipment and installation of new skid mounted equipment including pumps, day tanks, bulk tanks, and associated piping. Miscellaneous concrete foundations and trench including electrical, I&C, and site work.
- 15-027 Mourning Dove Thickener (City of Titusville): Demo of existing thickening equipment and replacement with new including electrical. Demo of existing clarifier equipment and replacement with new including repairing of structural steel, sand blasting, and coatings.
- 16-022 Ormond WP Pump and Control: The project consisted of three parts. The first was removal of two Transfer Pump control panels and replacing them with new VFD and Level control Panels. Pre-engineered canopies were also installed over them. The second portion was to remove five high service pumps, clean and paint them along with rebuilding the concrete bases and replacing the pumps and re-aligning them. The third portion was to remove two lime slurry pumps, demo and rebuild the pipe manifold, rebuild two new concrete pump bases and install two new rotary lobe pumps; including new VFD's and controls.
- 16-030 Palm Bay Lime & Polymer Feed (City of Palm Bay): This project consisted of setting up two temporary systems, one slurry and one polymer, prior to demolishing the old systems. Once this was finished, we prepared the site for a new lime slurry pump containment area, rebuilt a new polymer containment area, and installed 3 new hose pumps for the lime slurry, a new Dilution tank and Associated Piping installed a new canopy and all new electrics including VFD's. We installed a new poly supply skid, new mixing tanks, new equipment for these systems were purchased by the owners but we were responsible for start-up and testing once installation was completed.

M. Background and experience of the principal members of your organization, including the officers.

****See attached resumes****

- Brett Lefever, President - Over 22 years in the water and wastewater industry being with Wharton Smith for 16 years, prior to starting L7.
- Brian Brach, Vice President- Over 20 years in the water and wastewater industry with Danis and Wharton Smith, prior to joining L7.

M. ⁽²⁾ Bidder shall state the qualifications and experience for the resident superintendent.

- Edwin Morales, Superintendent- Over 15 years in the water and wastewater industry with Wharton Smith and RTD before joining L7 construction 5 years ago.

N. Credit currently available: \$ As Required

O. Give bank reference: BB&T - Marie Crawford (407) 862-2265
2127 W. State Rd. 434 Longwood, FL 32779

- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this 2nd day of February, 2018.

L7 Construction, Inc.

Name of Bidder

By: Brett Lefever
Title PRESIDENT

State of Florida

County of Seminole

Brett Lefever being duly sworn deposes and says that he
is the President of L7 construction, Inc. and that the
answers to the CITY OF PORT ORANGE
Name of Organization

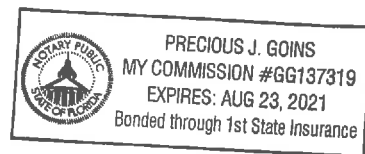
Foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 2nd day of February, 2018.

Precious J. Goins
Notary Public

My commission expires:

August 23, 2021



Brett Lefever

President – L7 Construction, Inc.

Having grown up in a construction family and then working in the industry for the past 20 years has allowed me an opportunity to be involved with many types of projects. All of these past experiences have given me the ability to manage a successful company of my own!



Years with L7 Construction: 10

Years with Wharton-Smith: 16

Years in the Construction Industry: 20+

Education

University of Central Florida & Seminole State College, 1994-1996

Training

- Licensed Florida General Contractor
- Safety Technician Course 40 hours
- Effective Supervisory Management
- OSHA- 10 hour, updated
- First Aid and CPR
- FDEP Stormwater Inspection Certification
- Competent Person for Confined Space Entry, updated
- Competent Person for Trenching and Excavation, updated
- Competent Person for Scaffolding, updated
- Certified Crane Operation (company – hydraulic)
- Certified Operator – Backhoe, updated
- Construction Blueprint Course
- Supervisory Management Course
- Competent Person on Jobsites

Experience

- Flygt Drainage Repairs, UPPI 2011. Replaced existing corrugated ADS piping with 6" SDR and installed rip rap at discharge along with complete finish grading and sodding.
- Otter Exhibit, Central Florida Zoo (\$75,000) 2011. All site work including structural excavation, backfill, and finish grading. Formed, poured, placed, & finished all concrete footings, walls, columns, slabs, and supported decks.
- S. Bermuda Central Electric Bldg. – Fuel Piping (\$80,000) 2012. Furnished and installed all piping associated with Supply, return, & vents including day tanks and pumps.

repair the existing electrical room and install new metal roof & door. Demo existing concrete walkways and aerator decks on 4 basins and replace with new concrete aerator decks and aluminum walkways. Repair all expansion joints, construction joints and leak repair on 4 basins.

- Meter Replacement, The Villages (\$39,000) 2014. Removal and replacement of (2) 10" & (1) 6" flow meter and installation of a new 6" MOV including electrical.
- Mourning Dove WTP Upgrades, City of Titusville (\$435,000) 2016. Demolition of existing thickening equipment with new including electrical. Demolition of existing clarifier equipment and replacement with new including repairing of structural steel, sand blasting and coatings.
- Marion Oaks Master Lift Station, Marion County (\$881,000) 2016. Installation of a new precast wet well with HDPE liner, three submersible pumps, receiving manhole, Evoqua odor control system, precast electrical building, piping, mechanical & electrical.
- Lift station C-06 & Forcemain, Brevard County (\$592,277) 2016. Installation of a new lift station, including precast, submersible pumps, coatings, pipe, electrical, controls and sitework. Directional drill of FM and demolition of existing facility.
- Ormond WWTP Sludge Digester Aeration Improvements, Ormond Beach (\$585,857) 2016. Installation of new Aerators, blower, concrete, electrical and controls. Grit removal , demolition of concrete and SST pipe work was also included.
- Hampton Park Pump Station Upgrades, Seminole County (\$937,700) 2017. Rehabilitation of the existing triplex station Including pumps, SS piping, bypassing, new generator, permanent bypass pump, manhole lining, gravity sewer pipelining, and electrical upgrades.
- Sanford Cross Connection Control Pump Station WTP No. 2, City of Sanford (\$1,187,207) 2017. Installation of Skid Mounted Pump System, FRP tank, mechanical pipe, valves, fittings, sitework, electrical and controls.

Additional projects available upon request.

Previous Experience with Wharton-Smith, Inc.

- Greenwood Lakes WTF Upgrades, Seminole County (\$14.0 million) 2010-2011, General Superintendent. Upgrade existing aeration basin, headworks, clarifiers, & sludge holding tanks. Construct and new filter and operations bldg..
- Tallahassee WWTF Upgrades phase I, 2A, & 2B (\$30.0 million combined) 2009-2011, General Superintendent. Construct a new headworks, plant lift station, filter, methanol storage, SHC storage, odor control system, centrifuge bldg., sludge holding, gravity thickner, press bldg., and digested sludge tanks.
- Northeast Regional WWTP Expansion, Polk County (\$28.0 million) 2009-2011, General Superintendent. Construct new BNR tanks, sludge holding tanks, deep bed filters, chlorine contact, and misc upgrades to existing structures.
- Southern Regional WTF, Orange County (\$26.0 million) 2010-2011, General Superintendent. Construct a new Ozone treatment water facility with 6 deep wells on site. Including an operations bldg., ozone bldg., HSP bldg., and site work.

- Poinciana WWTP, Osceola County (\$8.0 million) 2002, Senior Superintendent. Expansion with Headworks, BNR, blower bldg., traveling bridge filter, chlorine tank, & ground storage tank.
- Polk County WWTP Expansion, Polk County (\$15 million) 2000-2001, Superintendent. Conversion of exiting package plant to full scale plant including pretreatment, 2 aeration basins, 3 clarifier, 3 filters, 3 chlorine tanks, sludge holding tank, operation bldg., maintenance bldg., & electrical/generator bldg..
- Celebration Lift Station Rehab, City of Kissimmee, 2001, Superintendent
- Greenwood Lakes WWTP, Seminole County (\$1.2 million) 1999, Asst. Superintendent. Sinking a new influent lift station 30' deep, installing new blowers to existing process.
- Chickasaw Trails Pump Stations, Orange County (\$422,000) 1999, Superintendent. Refurbishment of 2 existing pump stations.
- Northwest Orange County WWTP, Orange County (\$18.0 million) 1998-1999, Asst. Superintendent. Addition to existing including new pretreatment with odor control, anoxic basins, 2 clarifiers, 14 deep bed filters, sludge press bldg., and a major operations bldg..
- Conserv II WWTP, City of Orlando (\$8.0 million) 1996-1997, Foreman
- Blue Heron WWTP, City of Titusville (\$13.0 million), 1995-1996, Foreman



Construction, Inc.

3840 St. Johns Parkway Sanford, FL 32771
321-972-9325 office phone/fax

Brian Brach

Vice President – L7 Construction, Inc.

My education and experience have allowed me to become familiar with construction, engineering, and business. I have experience planning, estimating, ordering materials, managing, and problem solving to allow projects to deliver on time & within budgets. I understand the importance of meeting the customer's interests to achieve what they feel is a success.



Years in the Construction Industry: 20+

Education

Rollins College – Crummer School of Business - MBA

University of Notre Dame – BS Civil Engineering

Training

- FL Professional Engineer
- Organization & Time Management
- Leadership
- Estimating & Job Costing
- Production Management
- Strategic Planning
- Material Management
- Subcontractor Management
- Quality Assurance & Quality Control
- Planning & Scheduling
- Value Engineering

Experience

L7 Construction, Inc. Longwood, FL – Vice President

2013 – Present

Pre-Construction & Management of construction projects. Market concentration of Water & Wastewater Utilities projects with under a \$5,000,000 budget. Emphasis on efficiency and positive relationship with owners, engineers, subcontractors & suppliers.

Wharton-Smith, Inc. Sanford, FL – Project Executive (most recent)

1999 - 2013

Promoted from an asst. project manager, project manager, sr. project manager, to a project executive. Throughout my career I managed multiple water & wastewater treatment projects. I also have experience with field operations & estimating. As project executive, I developed & modified systems, including the training required to implement the changes. Staffing, career development, procedures, quality control, department interaction, contract term negotiations, and opportunity analysis were some responsibilities. Below are a few sample projects I have worked on, to give an idea of the type of background that I have.

- Eastern Regional WWTF Expansion, Orange County (\$28.0 million) 2008-2010, Project Executive. Construction of new Aeration basin, clarifier, and electrical/blower bldg. with generators.
- Canal Street WWTF, Leesburg, FL (\$17.6 million) 2005-2006 Project Executive. Construction of new clarifiers, filters, chlorine contact, storage tank, with modifications to storage ponds, headworks, aeration, site work, electrical & controls.

EDVIN MORALES
1725 SAGE CREEK CT. ORLANDO, FL 32824
PHONE: 407-760-3094 OR 407-844-7301

OBJECTIVE

Having worked my way up through the field I have a very good grasp on what it takes to provide the owner with quality work in a safe and timely fashion!

WORK HISTORY

2011 to present	L7 Construction, Inc.	Sanford, FL	Superintendent
2010 to 2011	RTD Construction, Inc.	Bradenton, FL	Superintendent
1999 to 2010	Wharton-Smith, Inc.	Sanford, FL	Senior Craft Foreman

CONSTRUCTION EXPERIENCE

Experience:

- Otter Exhibit, Central Florida Zoo (\$75,000) 2011. All site work including structural excavation, backfill, and finish grading. Formed, poured, placed, & finished all concrete footings, walls, columns, slabs, and supported decks.
- S. Bermuda Central Electric Bldg – Fuel Piping (\$80,000) 2012. Furnished and installed all piping associated with Supply, return, & vents including day tanks and pumps.
- S. Bermuda Central Electric Bldg. Mechanical Install, Toho Water Authority (\$300,000) 2012. Transported and installed (2) 1750Kv generators, (2) 10,000 gallon bulk storage tanks, and all associated exhaust piping, silencers, painting, insulation, and labeling.
- Westside Reg Filter Bypass Piping, City of Daytona Beach (\$210,000) 2012. Added on to the existing filter's influent and effluent channels slabs and walls, installed 42' DIP, Alum slide gate with electric actuator, installed a gprecast vault on a 48" line and installed a mag meter.
- Harvest Time International 2012. Backfilled and poured concrete in trenches for new plumbing and electrical installed for the Dental Service.
- Keller Rd Valve Replacement, City of Altamonte Springs (\$6,500) 2013. Cut out and remove existing 18" valve from pipe trench and install new electric operated valve.
- Pinecrest II Lift Station, City of Sanford (\$120,000) 2013. Bypass pumped the existing station, demo of existing bldg., install of new FRP station, pumps, generator, piping, and electrical service.
- WRF No. 3 Improvements, City of Ocala (\$1,100,000) 2013. Installation of a new odor control unit, dustrol tank and pumping system, oxidation gate actuators and controls, remote site strainers, backflow preventers, along with associated piping and electrical.
- City of Ocala Lift station #91, City of Ocala (\$ 1,100,000) 2013. Installation of a new odor control system with SCH 80 pvc duct work. Installation of 2 new strainers on reuse piping. Installation of electric actuators and control system on the aeration basin gates. Installation of new dustrol system on dryers, misc piping modifications including backflow preventers and electric valves.
- Ocoee Lift Station 9 & 10, City of Ocoee (\$725,880.00) 2015. Rehabilitation of LS 10 and removal of LS 9.
- Weatherly Condominiums, Orange County (\$272,347.00) 2016. Replacement of main sewer line and installation of a lift station, main sewer line. Install and replace manholes, install gravity sewer lines along with landscape restoration and cleanup.
- Brevard Lift Station V-09 Forcemain Replacement, Brevard County (\$238,700) 2016. Bypass pumping of existing flows while modifying the existing wetwell to a submersible pump station including a new electrical service, piping, pumps and sitework.
- Brevard Lift Station S-20 Replacement, Brevard County (\$413,700) 2017. Installation of a new precast lift station. Complete and convert existing station to a flow through manhole. New electrical service and RTU.
- South Beaches Aerator Replacement, Brevard County (\$188,500) 2016. New louvers, fans, odor control piping, lift station rehabilitation, demo of holding structure, concrete tanks, coating, painting, phasing, electrical, and controls.
- Brevard County Lift station B-02 & B-13 (\$565,700) 2016. Installation of new lift station, complete at B-02 including precast, pumps, piping, electrical, RTU, etc. Rehab of existing lift station at B-13 including pumps, coatings & electrical upgrades.

SECTION 00330
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
ELECTRICAL I+C	SANDERS COMPANY	1) CITY OF PORT ORANGE STEWIE PURCELL 2) VOLUSIA COUNTY BOB BEETLE 3) CITY OF CASSELBERRY GREG GODDALL
		4) DAYTONA - BILL RICE 386-212-1317 5) PEMBROKE PINES - GERRY 954-435-6557 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

SECTION 00331
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	Mims WTP Chemical upgrades	Brevard County	Demo of existing equip. installed new pipe equip. - Pumps, tank, etc.	Craig Helping (321) 633-2089	April 2015 - September 2016
2	Mourning Dove WTP upgrades	City of Titusville	Demo of existing thickening equip. Demo + replacement of clarifier.	Ashtleigh Corbridge (321) 967-3869	June 2015 August 2016
3	Water Plant & Pump control upgrades	City of Ormond Beach	Removed Lime Slurry Pump, demo + rebuild.	Shawn Finley (386) 615-7049	October 2016 - February 2017

END OF SECTION

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, L7 Construction, Inc. as Principal and Hartford Fire Insurance Company of the City of Hartford State of Connecticut, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Port Orange hereinafter called the Owner, in the sum of FIVE PERCENT (5%) OF PROPOSED BID Dollars (\$ ---5%---) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

**“GARNSEY WATER PLANT SLUDGE FEED PUMPS & FILTER BACKWASH
UPGRADES REDESIGN”**

BID NO. 18-13

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

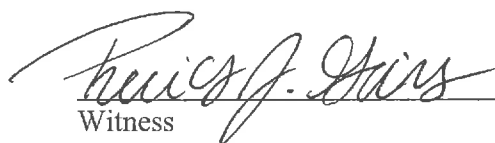
IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 8th day of February, 2018, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF: _____ (Seal)

_____ (Seal)

_____ (Seal)

Individual or Partner


Witness

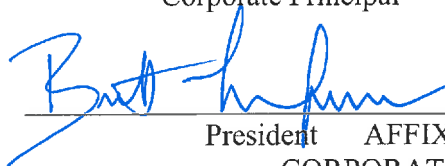
Address

L7 Construction, Inc.

Corporate Principal

ATTEST:

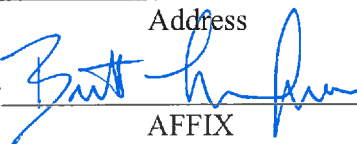



President AFFIX
CORPORATE SEAL

3840 St. Johns Parkway, Sanford, FL 32771

Address

By



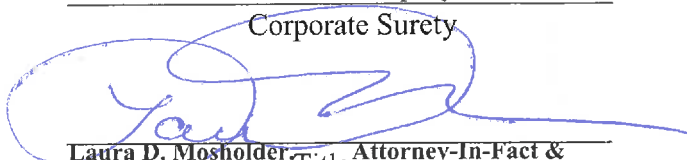
AFFIX
CORPORATE SEAL

Hartford Fire Insurance Company

Corporate Surety

ATTEST:

see attached power of attorney


Laura D. Mosholder, Title Attorney-In-Fact &
Florida Resident Agent; Inquiries: 407-330-3990

END OF SECTION

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
bond.claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 21-229752

Agency Name: NIELSON & COMPANY INCORPORATED

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Laura D. Mosholder, Natalie C. Demers, Stephanie McCarthy
of
Sanford, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko

Nora M. Stranko
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 8, 2018.
Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

**SECTION 00470
PUBLIC ENTITY CRIME STATEMENT**

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant Brett Lefever, who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Public Entity Crime Statement pursuant to Section 287.133 of the Florida Statutes for the undersigned firm to receive a contract with the City of Port Orange, a public entity, for goods or services.

2. The firm acknowledges that "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

3. The firm warrants that none of its employees or affiliates are on the convicted vendor list kept and published by the State Department of Management Services.

FURTHER AFFIANT SAYETH NAUGHT

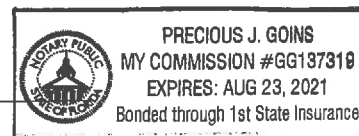
Name of Firm: L7 Construction, Inc.

By: Brett Lefever - President [Signature]
Name and Title

Date: 1/18/18

The foregoing instrument was acknowledged before me this 18th day of January, 2018, by Brett Lefever, as President of L7 Construction, Inc. and who: ☒ is personally known to me; or ☐ has produced _____ as identification.

[Signature]
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date



END OF SECTION

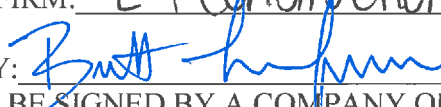
**SECTION 00480
ANTI-COLLUSION STATEMENT**

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

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

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, PROPOSED CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: L7 Construction, Inc.

SIGNED BY:  (Brett Leferer - President)
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: President

ADDRESS: 3840 St. Johns Parkway

CITY AND STATE: Sanford, FL 32771

TELEPHONE: (321) 972-9325

COMPLETION TIME: 300 days

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Port Orange.

NO BID (REASON) _____

**SECTION 00485
DRUG FREE PREFERENCE STATEMENT**

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

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

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

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

FIRM: LF Construction, Inc.

Brett Lefever - President
Name and Title: Brett Lefever

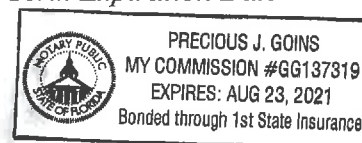
The foregoing instrument was acknowledged before me this 23rd day of January, 2018, by Brett Lefever, as President of LF Construction, Inc. and who:
☐ is personally known to me; or ☐ has produced _____ as identification.

Precious J. Goins

Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date

00485-1



**SECTION 00490
TRENCH SAFETY AFFIDAVIT**

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

<u>Trench Safety Item (Description)</u>	<u>Cost</u>
<u>TRENCH BOX</u>	<u>\$ 5,000.⁰⁰</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

FIVE THOUSAND DOLLARS

(Cost in Words)

TOTAL \$ 5,000.⁰⁰

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: LT Construction, Inc.

DATE: 2/7/18

BY: [Signature]

(Additional sheets shall be attached, as needed, and items shall be organized to correspond with the bid format)

SECTION 00620
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Traci R. Lefever, certify that I am the corporate secretary of the corporation named as Principal in the within Bid Bond; that Brett Lefever who signed the said Bid Bond on behalf of the Principal was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.



AFFIX CORPORATE SEAL

END OF SECTION

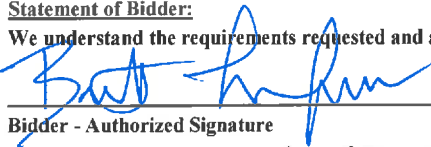
**CITY OF PORT ORANGE, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA**

Items marked "X" must be provided

- | | | |
|---------------------------------------|--------------------------------|-----------------------------------|
| <u>X</u> <u>General Liability</u> | Minimum Limits Required | |
| <u>X</u> Commercial General Liability | \$ <u>1,000,000</u> | General Aggregate |
| <u>X</u> Occurrence Form | \$ <u>1,000,000</u> | Product/Completed Operations Agg. |
| _____ | \$ <u>1,000,000</u> | Personal & Advertising Injury |
| _____ | \$ <u>1,000,000</u> | Each Occurrence |
| _____ | \$ <u>100,000</u> | Fire Damage |
-
- | | |
|--------------------------------------|--|
| <u>X</u> <u>Automobile Liability</u> | |
| Owned, Hired & Non-Owned | \$ <u>1,000,000</u> Combined Single Limit per Occurrence |
-
- | | |
|--|---|
| <u>X</u> <u>Worker's Compensation and Employer's Liability</u> | |
| | Statutory |
| | \$ <u>100,000</u> Each Accident |
| | \$ <u>500,000</u> Disease - Policy Limit |
| | \$ <u>100,000</u> Disease - Each Employee |
-
- _____ Professional Liability - Errors & Omissions (*To be completed by Bidder)
- * Deductible: \$ _____ Aggregate
- * Claims Made (Y/N): _____ \$ _____ Each Claim
- * Occurrence (Y/N): _____
- * Defense included in Limits (Y/N): _____
-
- | | |
|--|--|
| <u>X</u> <u>Builder's Risk/Installation Floater</u> (*To be completed by Bidder) | |
| * Flood included \$ _____ Limit | \$ _____ 100% of Completed or Installed Value, All-Risk Form |
| * Transportation included \$ _____ Limit | |
| * Storage included \$ _____ Limit | |
| City must be a named insured. Copy of policy will be required. | |
-
- _____ Other
- _____ \$
- _____ \$
-
- X The Certificate of Insurance must show "The City of PORT ORANGE, elected officials and employees" and the adjacent property owners as an additional insured.
- X Certificates must give to the City of PORT ORANGE 30 days' prior written notice of cancellation, non-renewal, or adverse change.
- X Certificates must identify bid number and bid title.
- X A Wavier of Subrogation shall be provided to the City

Statement of Bidder:

We understand the requirements requested and agree to comply fully.



Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2018

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

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

PRODUCER Brown & Brown of Leesburg PO Box 491636 Leesburg FL 34749-1636		CONTACT NAME: Terri Hendrickson PHONE (A/C, No, Ext): (352) 787-2431 FAX (A/C, No): (352) 787-9922 E-MAIL ADDRESS: Terri.Hendrickson@bblesburg.com															
INSURED L7 Construction, Inc. 3840 St Johns Pkwy Sanford FL 32771		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A Allied World Surplus Lines Ins. Co.</td><td>024319</td></tr><tr><td>INSURER B Westfield Insurance Company</td><td>24112</td></tr><tr><td>INSURER C Bridgefield Employers Insurance Co</td><td>010701</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Allied World Surplus Lines Ins. Co.	024319	INSURER B Westfield Insurance Company	24112	INSURER C Bridgefield Employers Insurance Co	010701	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES**CERTIFICATE NUMBER:** CL1771006914**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		5054-0250	7/11/2017	7/11/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Pollution Liability</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Pollution Liability	\$ 1,000,000
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
Pollution Liability	\$ 1,000,000																				
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X		CWP 8105548	7/11/2017	7/11/2018	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Medical payments</td><td>\$ 5,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Medical payments	\$ 5,000				
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PROPERTY DAMAGE (Per accident)	\$																				
Medical payments	\$ 5,000																				
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			5056-0065	7/11/2017	7/11/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
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AGGREGATE	\$ 5,000,000																				
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	830-48507	7/11/2017	7/11/2018	<table border="1"><thead><tr><th></th><th>PER STATUTE</th><th>OTH-ER</th></tr></thead><tbody><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td><td></td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td><td></td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td><td></td></tr></tbody></table>		PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
	PER STATUTE	OTH-ER																			
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
B	Leased or Rented Equipment			CWP 8105548	7/11/2017	7/11/2018	<table border="1"><tr><td>Limit</td><td>100,000</td></tr><tr><td>Deductible</td><td>\$1,000</td></tr></table>	Limit	100,000	Deductible	\$1,000										
Limit	100,000																				
Deductible	\$1,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE:Garnsey Water Treatment Plant Sludge Feed Pumps & Filter Backwash Upgrades redesign ITB#18-13
Certificate Holder is additional insured with respects to General and Auto Liability as required by written contract. Insurers shall no right of recovery or subrogation atgainst the City of PORT ORANGE, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. NOC: 30days/10days non-payment of premium in accordance with policy provisions will be provided to the City of Port Orange.

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Clark Saylor/JUNIOR

© 1988-2014 ACORD CORPORATION. All rights reserved.

This endorsement, effective: 07/11/2017
(at 12:01 A.M. standard time at the address of the Named Insured as showing in the Declarations)
forms a part of Policy No: 5054-0250
Issued to: L7 Construction, Inc
By: Allied World Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

It is agreed that the following changes are made to the Policy:

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any owner, lessee, or contractor whom you have agreed to include as an additional insured under a written contract or written agreement, provided that such was executed prior to an "occurrence".	All locations and operations included in the "products-completed operations hazard" of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

1. **SECTION II - WHO IS AN INSURED** of the policy is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by "your work", at the location designated and described in the Schedule of this endorsement, performed for that additional insured and included in the "products- completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - Limits of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

This endorsement, effective: 07/11/2017
(at 12:01 A.M. standard time at the address of the Named Insured as showing in the Declarations)
forms a part of Policy No: 5054-0250
Issued to: L7 Construction, Inc
By: Allied World Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

It is agreed that the following changes are made to the policy:

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any owner, lessee, or contractor whom you have agreed to include as an additional insured under a written contract or written agreement, provided that such was executed prior to an "occurrence".	Where specified by fully executed written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. SECTION II – WHO IS AN INSURED of the policy is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law: and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide to such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

This endorsement, effective: 07/11/2017
(at 12:01 A.M. standard time at the address of the Named Insured as showing in the Declarations)
forms a part of Policy No: 5054-0250
Issued to: L7 Construction, Inc
By: Allied World Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract or written agreement, provided such contract or agreement was executed prior to the date of loss, injury or damage.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

It is agreed that the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8.**
Transfer of Rights of Recovery Against Others To Us:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury", "property damage", or "environmental damage" arising out of "your work" performed under a contract with that person or organization, provided such contract or agreement was executed prior to the date of loss, injury or damage. This waiver applies only to the person or organization shown in the Schedule above.

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

This endorsement, effective: 07/11/2017
(at 12:01 A.M. standard time at the address of the Named Insured as showing in the Declarations)
forms a part of Policy No: 5054-0250
Issued to: L7 Construction, Inc
By: Allied World Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY / NON-CONTRIBUTORY INSURANCE ENDORSEMENT
(BLANKET)**

Name of Person or Organization	Name of Project
Any person or organization to whom the Named Insured has agreed by a written contract that was fully executed prior to an "occurrence" that such person or organization be added as an additional insured under this policy on a primary and noncontributory basis, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to "occurrences" subsequent to the making of such fully executed written contract otherwise covered by this policy.	Where specified by fully executed written contract that was fully executed prior to an "occurrence".
Effective Date: 07/11/2017	

It is agreed that this policy is amended as follows:

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to the person or organization named in the above Schedule shall be primary to, and non-contributory with, any other insurance available to such person or organization, but only as respects liability resulting from "your work" performed by the Named Insured at the project designated in the Schedule above for the person or organization named in the Schedule above.

This endorsement applies only to "bodily injury" or "property damage" caused by an "occurrence" under Coverage **A** and not otherwise excluded in the policy.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: May 9, 2017

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: July 11, 2017

Policy Number: 830-48507

Countersigned by:

A handwritten signature in black ink, appearing to be "S. J. [unclear]", written over a horizontal line.

Insured: L 7 Construction, Inc.

WC 00 03 13 (Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Automatic status when required by contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

We waive any right or recovery we may have against the person or organization shown in the Schedule because of payments we make under the Coverage Form. The waiver applies only to the person or organization shown in the Schedule.

CA 70 22 07 05



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

LEFEVER, BRETT MICHAEL
L7 CONSTRUCTION INC
1705 ALVARADO COURT
LONGWOOD FL 32779-3723

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1514056	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

LEFEVER, BRETT MICHAEL
L7 CONSTRUCTION INC
1705 ALVARADO COURT
LONGWOOD FL 32779-3723





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/03/2018

Consent item: Yes

SUBJECT: (B7c) Ratification of a purchase order and change order to Black Sands Development for installation of sewer services lines - Septic to Sewer Program

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve ratification of the emergency purchase order to Black Sands Development for a total purchase order of \$30,255.00; and to authorize the Mayor and City Clerk to execute any required documents.

SUMMARY: The resident on Newton Road requested sewer service under the City's Septic to Sewer program. This address has been on a septic tank which is failing. In addition, the installation of the pipeline would provide future service to three vacant lots in the future.

Three contractors were asked to provide quotes. Black Sands Development Group was the lowest quote. Purchase order 073427 was issued for \$22,480. After excavating the job site, a 54" drainage pipe was uncovered and in direct conflict with the path of the new sewer pipeline. The new route required the excavation of an additional 10 feet, re-drilling the manhole, and adjusting the dewater equipment.

The cost for the additional work was \$7,775, making the total job cost \$30,255.00. The work was under way and the road closed. It was not in the City's best interest to stop the job until authorization for additional cost could be obtained. Therefore, the Department Director declared this an emergency under Purchasing Ordinance, Section 2-271 as an unplanned/unexpected event that required immediate action in order to prevent a situation that could present an immediate danger to safety and welfare of the citizens.

Project No.: UET023 Funding Account No.: 405 0400 535 6397

ATTACHMENTS:

1.	Department Justification Memo - Black Sands Emergency Ratification	Department Justification Memo - Black Sands Emergency Ratification.pdf
2.	Approved Change Order to PO #073247	Approved Change Order to PO #073247.pdf
3.	Approved Purchase Order 073247 Documents	Approved Purchase Order 073247 Documents.pdf

Julia Wiggins	Created/Initiated - 03/20/2018
Kenny Ho	Approved - 03/20/2018
Rick Wilson	Approved - 03/21/2018
Lynn Stevens	Approved - 03/21/2018
Tracey Riehm	Approved - 03/21/2018
Margaret Roberts	Approved - 03/22/2018
Jake Johansson	Approved - 03/23/2018
Robin Fenwick	Final Approval - 03/23/2018



City of Port Orange Public Utilities Department

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

THRU: Julia Wiggins, Public Utilities Budget Analyst

FROM: Lynn Stevens, Director Public Works & Utilities

DATE: March 8, 2018

SUBJECT: Ratification of Change to Purchase Order 073427

REQUEST:

Public Works and Utilities is requesting City Council ratification of purchase order 073427 to Black Sands Development in the amount of \$30,255.00.

PURPOSE:

This request is to authorize additional unexpected expenditures for installation of a sewer pipeline as part of the Septic to Sewer program.

CONSIDERATION:

The resident at 581 Newton Road requested sewer service under the City's Septic to Sewer program. This address has been on a septic tank which is failing. In addition, the installation of the pipeline would provide future service to three vacant lots in the future.

In order to provide service to this area, a connection into the gravity sewer manhole in the middle of Central Park Blvd. was required. The road closure and work was more than city crews could expeditiously and safely perform. Three contractors were asked to provide quotes. Black Sands Development Group was the lowest quote. Purchase order 073427 was issued for \$22,480. After excavating the job site, a 54" drainage pipe was uncovered and in direct conflict with the path of the new sewer pipeline. The new route required the excavation an additional 10 feet, redrilling the manhole, and adjusting the dewater equipment.

The cost for the additional work was \$7,775, making the total job cost \$30,255.00. The work was under way and the road closed. It was not in the City's best interest to stop the job until authorization for additional cost could be obtained. Therefore, the Department Director declared this an emergency under Purchasing Ordinance, Section

2-271 as an unplanned/unexpected event that required immediate action in order to prevent a situation that could present an immediate danger to safety and welfare of the citizens.

FUNDING:

Sufficient funding is available in account 405 0400 535 6397.

RECOMMENDATION:

Public Utilities Department recommends City Council ratify the change to purchase order 073427 to Black Sands Development in the amount of \$30,255.00.

ATTACHMENTS:

- a.) Quote – Black Sands Development
- b.) Purchase Order 073427



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

073427

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

PLEASE SEND INVOICE IN DUPLICATE TO:

ACCOUNTS PAYABLE

P.O. BOX 291759

PORT ORANGE, FL 32129-1759

TELEPHONE 386-506-5500

FAX 386-506-5711

CHANGE DATE: 3/05/18 CHG. NO.: 1

VENDOR:

BLACK SANDS DEVELOPMENT GROUP,
156 BIG BEN DRIVE DR
DAYTONA BEACH FL 32177

SHIP TO:

CITY OF PORT ORANGE
PUBLIC UTILITIES
ADMINISTRATION
1000 CITY CENTER CIR
PORT ORANGE FL 32129

(386) 944-9351 FAX: (386) 257-2303

DATE:	2/12/18
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000138929

VENDOR #:			DATE NEEDED:		FOB:	
259817			3/31/18			
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
			***** * * * * *****	***** * * * * *****		
1	1	JOB	INSTALLATION OF A NEW SEWER SERVICE TO 581 NEWTON ROAD AS PART OF THE CITY'S SEPTIC TO SEWER PROGRAM - CORE MANHOLE, INSTALL SANITARY SEWER LATERAL ON CENTRAL PARK BLVD AND TO SET OF MOT. PROJECT #: UET023	40504005356397	22480.00	22480.00
2	1	JOB	CHANGE ORDER NO 1 TO PURCHASE ORDER #073427 IN THE AMOUNT OF \$7,775.00 FOR A REVISED PURCHASE ORDER AMOUNT OF \$30,255.00 0	40504005356397	7775.00	7775.00
REMARKS						
INSTALLATION OF NEW SEWER SERVICES					TOTAL	

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

DATE

X MPH2/12/18

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 2

P.O. NUMBER

073427

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.PLEASE SEND INVOICE IN DUPLICATE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5500
FAX 386-506-5711

CHANGE DATE: 3/05/18 CHG. NO.: 1

VENDOR:
BLACK SANDS DEVELOPMENT GROUP,SHIP TO:
CITY OF PORT ORANGE

(386) 944-9351 FAX: (386) 257-2303

DATE:	2/12/18
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000138929

VENDOR #:			DATE NEEDED:		FOB:	
259817			3/31/18			
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
2			***** * * CHANGE ORDER * *****	***** * * * *****		
			CHANGE ORDER NO 1 TO PURC HASE ORDER #073427 - CHANGE ORDER IS NECESSA RY TO COVER THE COST OF UNFORESEEN CONDITIONS - SET FOR COUNCIL RATIFIC ATION ON APRIL 3, 2018 PROJECT #: UET023			
REMARKS						
INSTALLATION OF NEW SEWER SERVICES					TOTAL	30255.00

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X

DATE

2/12/18

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

PURCHASE REQUISITION NBR: 0000139044

REQUISITION BY: J WIGGINS / ADMIN

STATUS: DEPARTMENT APPROVAL
REASON: CHANGE ORDER NO 1 TO PO #073427

DATE: 2/28/18

SHIP TO LOCATION: PUB UTIL-ADMIN

SUGGESTED VENDOR: 259817 BLACK SANDS DEVELOPMENT GROUP,

DELIVER BY DATE: 3/31/18

LINE
NBR DESCRIPTION

QUANTITY UOM

UNIT
COST

EXTEND
COST

VENDOR PART NUMBER

1 CHANGE ORDER NO 1 TO PURCHASE ORDER #073427
IN THE AMOUNT OF \$7,775.00 FOR A REVISED PURCHASE
ORDER AMOUNT OF \$30,255.00

1.00 JOB 7775.0000 7775.00

- CHANGE ORDER IS NECESSARY TO COVER THE COST OF
UNFORESEEN CONDITIONS

- SET FOR COUNCIL RATIFICATION ON APRIL 3, 2018
COMMODITY: PROFESSIONAL SERVICES
SUBCOMMOD: MISC. PROFESSIONAL SERV.

REQUISITION TOTAL: 7775.00

A C C O U N T I N F O R M A T I O N

LINE # ACCOUNT
1 40504005356397

IMP. OTHER THAN BLDGS
PROJ CAPITAL OUTLAY

PROJECT
DET023
U Septic to Sewer

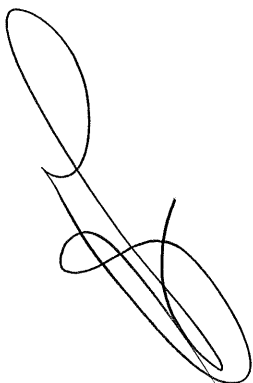
100.00 %

AMOUNT
7775.00
7775.00

REQUISITION COMMENTS:

REQUISITION IS IN THE CURRENT FISCAL YEAR.

- SEE ATTACHED DOCUMENTS FOR ADDITIONAL
INFORMATION
- PER LEGAL & FINANCE, THE VENDOR APPLICATION WILL
ACT AS A CONTRACT
- BECAUSE THE CHANGE ORDER WILL MAKE REQUEST OVER
THE \$254000 IT WILL GO BEFORE COUNCIL FOR
RATIFICATION ON 4/3/18.
February 28, 2018 3:53:03 PM jwiggin.



CITY OF PORT ORANGE
PUBLIC UTILITIES DEPARTMENT
REQUISITION REQUEST

Date: 02/28/18

Vendor # 259817

Vendor: BLACK SANDS DEVELOPMENT
GROUP, PLLC

Ship to: WF

Requisition #: 139044

FUND 405 DEPT. 0400 *DIVISION 535

****Requisitions that are not properly filled out will be returned to the originating dept. for completion****

Quantity	Item Description	Comm Code	Sub Com Code	Stock # C/S or Other	Unit of Measure	Unit Price	Total Cost	Elem.
1.00	Change order number 1 to purchase order number 073427 in the amount of \$7,775.00 for revised purchase order amount of \$30,255.00				EA	\$ 7,775.00	\$ 7,775.00	6397
-						\$ -	\$ -	
-						\$ -	\$ -	
-						\$ -	\$ -	
-						\$ -	\$ -	
-						\$ -	\$ -	
	REF PROJECT # UET023					\$ -	\$ -	
Grand Total							\$ 7,775.00	

JUSTIFICATION:

INSTALL NEW SEWER SERVICE TO (581 NEWTON ROAD) AS PART OF THE CITY SEPTIC TO SEWER PROGRAM

Vendor Quotes - Prices Quoted Must Be FOB Port Orange, FL - See Purchasing Policies & Procedures for quote requirements

Vendor Name	Terms	Total Amount	Delivery
BLACK SANDS DEVELOPMENT PLLC		\$7,775	


Division Manager / Project Manager

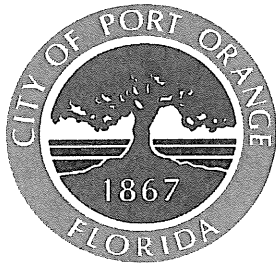
PU Budget Analyst

I hereby certify that the Articles above specified are necessary for use in this department, and that they are to be used solely for the City.

City Manager (in applicable)

Department Head

Finance Department



City of Port Orange Public Works & Utilities Department

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

THRU: Lynn Stevens, Public Works & Utilities Director

FROM: Julia Wiggins, Budget Analyst

DATE: February 28, 2018

SUBJECT: Sewer Extension (581 Newton Road)

REQUEST:

The Public Utilities Department is requesting an additional \$7,775 to modify the scope of work needed to complete the project.

PURPOSE:

This request for additional funding is necessary to complete the project in a timely manner due to the unforeseen circumstance involving a 54" RCP pipe.

CONSIDERATION:

581 Newton Road is part of the Septic to Sewer program and needs to connect to City sewer. Not only will this allow for 581 Newton Rd. to connect, but it will also provide future connections to City sewer. After excavating the job site, it was determined a 54" RCP pipe is conflicting with the elevation of the proposed gravity sewer line. Due to this unforeseen circumstance the contractor will have perform additional work.

FUNDING:

U Septic to Sewer
405 0400 535 6397
Budget: \$521,689.00
Actual: \$7,775.00

RECOMMENDATION:

The Public Utilities Department is recommending the contractor re-core the existing manhole at a lower elevation and go under the existing 54" RCP pipe. This will allow for the correct fall of the proposed gravity sewer line.

ANTICIPATED SCHEDULE:

The anticipated completion date of this project is March 03, 2018.

ATTACHMENTS:

Black Sands Development Group, PLLC
156 Big Ben Dr. * Daytona Beach, FL 32117
(386)944-9351 (386)257-2303 Fax
www.Blacksandsdg.com * Blacksandsdg@outlook.com

TITLE: Proposed Change Order

PROPOSED CHANGE ORDER

NO. 1

PROJECT: Central Park Boulevard
Sewer Lateral Install

DATE: 02/27/2018

JOB: 9

TO: Attn: Kenny Ho
City of Port Orange
1000 City Center Circle
Port Orange, FL, 32129
Phone:3865065500 Fax:3867565290

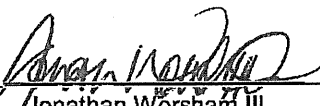
DESCRIPTION

Encountered conflict of 54" RCP Storm drain. Will install 8" Sewer pipe under RCP.

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
1 DEWAT	Adjust dewatering to accommodate additional depth		0.150 LS	10,000.00	1,500.00
2 STCON	Core Drill at lower depth		1.000 Each	650.00	650.00
3 EXCAV	Excavation - 10' depth		1.000 LS	2,250.00	2,250.00
4 RMOV	Removal/Disposal of trees		2.000 Each	750.00	1,500.00
5 HNDIG	Hand dig underneath 54" RCP conflict		1.000 LS	1,500.00	1,500.00
6 PLUG	Plug & seal unused core drill		1.000 Each	375.00	375.00
Item Total:					\$7,775.00
					\$0.00
					\$0.00
					\$0.00
Total:					\$7,775.00

APPROVAL

By: _____

By: 
Jonathan Worsham III

Date: _____

Date: 02/27/2018



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

073427

PLEASE SEND INVOICE IN DUPLICATE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5500
FAX 386-506-5711

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE:	2/12/18
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000138929

VENDOR:

BLACK SANDS DEVELOPMENT GROUP,
156 BIG BEN DRIVE DR
DAYTONA BEACH FL 32177

SHIP TO:

CITY OF PORT ORANGE
PUBLIC UTILITIES
ADMINISTRATION
1000 CITY CENTER CIR
PORT ORANGE FL 32129

(386) 944-9351 FAX: (386) 257-2303

VENDOR #:		DATE NEEDED:		FOB:		
259817		3/31/18				
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
1	1	JOB	INSTALLATION OF A NEW SEWER SERVICE TO 581 NEWTON ROAD AS PART OF THE CITY'S SEPTIC TO SEWER PROGRAM - CORE MANHOLE, INSTALL SANITARY SEWER LATERAL ON CENTRAL PARK BLVD AND TO SET OF MOT. PROJECT #: UET023 <i>2/12/18 Emailed to Kenny Mott.</i>	40504005356397	22480.00	22480.00
REMARKS INSTALLATION OF NEW SEWER SERVICES					TOTAL	22480.00

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X

DATE

2/12/18

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

PURCHASE REQUISITION NBR: 0000138929

REQUISITION BY: J WIGGINS / ADMIN

STATUS: DEPARTMENT APPROVAL
REASON: INSTALLATION OF NEW SEWER SERVICES

DATE: 2/06/18

SHIP TO LOCATION: PUB UTIL-ADMIN

SUGGESTED VENDOR: 259817 BLACK SANDS DEVELOPMENT GROUP,

DELIVER BY DATE: 3/31/18

LINE
NBR DESCRIPTION

QUANTITY UOM

UNIT
COST

EXTEND
COST

VENDOR PART NUMBER

1 INSTALLATION OF A NEW SEWER SERVICE
TO 581 NEWTON ROAD AS PART OF THE CITY'S SEPTIC TO
SEWER PROGRAM

1.00 JOB

22480.0000

22480.00

- CORE MANHOLE INSTALL SANITARY SEWER LATERAL ON
CENTRAL PARK BLVD AND TO SET OF MOT.
COMMODITY: PROFESSIONAL SERVICES
SUBCOMMOD: MISC. PROFESSIONAL SERV.

REQUISITION TOTAL:

22480.00

22480.0000
35540.0000
56750.0000

VENDOR NAME
BLACK SANDS LLC
4C'S TRUCKING & EXCAVATION INC
MULLINS UNDERGROUND INC

A C C O U N T I N F O R M A T I O N

LINE # ACCOUNT
1 40504005356397

IMP. OTHER THAN BLDGS
PROJ CAPITAL OUTLAY

PROJECT
UET023
U Septic to Sewer

100.00 %

AMOUNT
22480.00

22480.00

REQUISITION COMMENTS:

- SEE ATTACHED QUOTES
February 6, 2018 1:16:03 PM jwiggin.

REQUISITION IS IN THE CURRENT FISCAL YEAR.

CITY OF PORT ORANGE
PUBLIC UTILITIES DEPARTMENT
REQUISITION REQUEST

Date: 02/06/18

Vendor # 259817

Vendor: BLACK SANDS DEVELOPMENT
GROUP, PLLC

Ship to: WF

Requisition #: _____

FUND 405

DEPT. 0400
0300

*DIVISION

535
536

****Requisitions that are not properly filled out will be returned to the originating dept. for completion****

Quantity	Item Description	Comm Code	Sub Com Code	Stock # C/S or Other	Unit of Measure	Unit Price	Total Cost	Elem.
1.00	CORE MANHOLE, INSTALL SANITARY SEWER LATERAL ON CENTRAL PARK BLVD AND SETUP MOT				EA	\$ 22,480.00	\$ 22,480.00	6397
-						\$ -	\$ -	
-						\$ -	\$ -	
-						\$ -	\$ -	
-	SEE ATTACHED QUOTES					\$ -	\$ -	
-						\$ -	\$ -	
	REF PROJECT # UET023					\$ -	\$ -	
Grand Total							\$ 22,480.00	

JUSTIFICATION:

INSTALL NEW SEWER SERVICE TO (581 NEWTON ROAD) AS PART OF THE CITY SEPTIC TO SEWER PROGRAM

Vendor Quotes - Prices Quoted Must Be FOB Port Orange, FL - See Purchasing Policies & Procedures for quote requirements

Vendor Name	Terms	Total Amount	Delivery
BLACK SANDS DEVELOPMENT PLLC		\$22,480	
4 C'S TRUCKING AND EXCAVATION		\$35,540	
MULLINS UNDERGROUND INC		\$56,750	

[Signature]
Division Manager / Project Manager

PU Budget Analyst

I herby certify that the Articles above specified are necessary for use in this department, and that they are to be used solely for the City.

City Manager (in applicable)

Department Head

Finance Department



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

November 28, 2017

Core manhole and Install 8" sewer gravity line on Central Park Boulevard
All proposals must be submitted by December 5th, 2017 at 3:00 PM
to the Public Utilities Office
City of Port Orange

The City of Port Orange will need to have an existing manhole cored to allow for connection of an 8" sewer pipe. Connecting to this proposed 8" pipe will be an 8" x 8" double wye. Next, a 4" sewer lateral will be installed on the west slip of the double wye, and an 8" end cap on the east slip. Additionally, the contractor will need to provide a TTC (MOT) plan included in the quote. This TTC price quote must be listed separately from the rest of the job. The installation of these sewer lines must meet or exceed the City of Port Orange's standard construction details for all aspects. Within your proposed price quotes for this job contractors shall supply and furnish all necessary materials, labor, and equipment, etc. to achieve successful installation of the sewer lines. The City of Port Orange will not be supplying any materials or equipment for the job describe below.

I. Installation of 8" sewer lines with 4" lateral

- a. Open cut Central Park Blvd and core existing manhole to allow for an 8" sewer pipe to tie-in. Direct bury (Install) +/- 20 LF of 8" gravity sewer PVC (stub-out with cap) at a minimum of 60" where pipe comes up on the right-of-way.
- b. Install 8"x 8" double wye with stub-out and end cap.
- c. Install 8"x 4" reducer and +/- 25 LF 4" lateral with stub-out and cap (west slip).
- d. Install end cap on east slip of double wye.
- e. All gravity sanitary sewer lines shall be green PVC SDR 26, ASTM D-3034. In places where a minimum cover of 4.0' cannot be maintained, AWWA C-900 or green PVC DR-25, Class 100 or concrete encasement shall be used.
- f. TTC (MOT) as required.
- g. Sodding and restoration of disturbed area.
- h. Road open-cut and restored per City detail.

Lump sum price quote: \$22,480.00

Contractor Name Black Sands Development Group, LLC Date 12-5-2017

Signature of Contractor [Signature]

If emailing quote send to:
mnickles@port-orange.org

11/28/2017 7:57 AM



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

November 28, 2017

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I. Installation of 8" sewer lines with 4" lateral

- a. Open cut Central Park Blvd and core existing manhole to allow for an 8" sewer pipe to tie-in. Direct bury (Install) +/- 20 LF of 8" gravity sewer PVC (stub-out with cap) at a minimum of 60" where pipe comes up on the right-of-way.
- b. Install 8"x 8" double wye with stub-out and end cap.
- c. Install 8"x 4" reducer and +/- 25 LF 4" lateral with stub-out and cap (west slip).
- d. Install end cap on east slip of double wye.
- e. All gravity sanitary sewer lines shall be green PVC SDR 26, ASTM D-3034. In places where a minimum cover of 4.0' cannot be maintained, AWWA C-900 or green PVC DR-25, Class 100 or concrete encasement shall be used.
- f. TTC (MOT) as required.
- g. Sodding and restoration of disturbed area.
- h. Road open-cut and restored per City detail.

Lump sum price quote: \$ 35,540.00

Contractor Name

4C'S Trucking and Excavation

Date

12/5/17

Signature of Contractor

[Signature]

If emailing quote send to:

mnickles@port-orange.org

11/28/2017 7:57 AM



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

November 28, 2017

Core manhole and Install 8" sewer gravity line on Central Park Boulevard
All proposals must be submitted by December 5th, 2017 at 3:00 PM
to the Public Utilities Office
City of Port Orange

The City of Port Orange will need to have an existing manhole cored to allow for connection of an 8" sewer pipe. Connecting to this proposed 8" pipe will be an 8" x 8" double wye. Next, a 4" sewer lateral will be installed on the west slip of the double wye, and an 8" end cap on the east slip. Additionally, the contractor will need to provide a TTC (MOT) plan included in the quote. This TTC price quote must be listed separately from the rest of the job. The installation of these sewer lines must meet or exceed the City of Port Orange's standard construction details for all aspects. Within your proposed price quotes for this job contractors shall supply and furnish all necessary materials, labor, and equipment, etc. to achieve successful installation of the sewer lines. The City of Port Orange will not be supplying any materials or equipment for the job describe below.

I. Installation of 8" sewer lines with 4" lateral

- a. Open cut Central Park Blvd and core existing manhole to allow for an 8" sewer pipe to tie-in. Direct bury (Install) +/- 20 LF of 8" gravity sewer PVC (stub-out with cap) at a minimum of 60" where pipe comes up on the right-of-way.
- b. Install 8"x 8" double wye with stub-out and end cap.
- c. Install 8"x 4" reducer and +/- 25 LF 4" lateral with stub-out and cap (west slip).
- d. Install end cap on east slip of double wye.
- e. All gravity sanitary sewer lines shall be green PVC SDR 26, ASTM D-3034. In places where a minimum cover of 4.0' cannot be maintained, AWWA C-900 or green PVC DR-25, Class 100 or concrete encasement shall be used.
- f. TTC (MOT) as required.
- g. Sodding and restoration of disturbed area.
- h. Road open-cut and restored per City detail.

Lump sum price quote: \$ 56,750.00

Contractor Name

Mullins Underground Inc

Date

12/4/17

Signature of Contractor

John Mullins

If emailing quote send to:

mnickles@port-orange.org

11/28/2017 7:57 AM



CITY OF PORT ORANGE

Vendor Application and Agreement

City of Port Orange

Attn: Purchasing Division

(386) 506-5718

PurchDiv@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Please complete the following information:

Name of Individual or Business: Black Sands Development Group, PLLC

Payment Remit to Name: Black Sands Development Group, PLLC

Contact Person and Title: Allison Worsham, Office Manager

Phone Number: 386-944-9351 **Fax Number:** 386-257-2303

Email Address: Blacksandsdg@outlook.com

Taxpayer Identification Number (TIN): 47-2981041

Tax Classification:

☐ Individual/Sole Proprietor/Single Member LLC

☐ Partnership

☐ Other (Explain) _____

☒ S Corporation

☐ C Corporation

☐ Trust/Estate

Current W-9 Attached (Required) ☒ Yes

Type of Commodity/Services Underground utility system installation (sewer, water & drainage)

Does your company accept Purchasing Cards (i.e. Visa)? ☒ Yes ☐ No

Permanent Address:

Address 156 Big Ben Dr

City Daytona Beach State FL Zip Code 32117

Remit to Address (if different from above):

Address 152 Big Ben Dr

City Daytona Beach State FL Zip Code 32117

Please inform the Purchasing Division of all address, contact information and insurance changes.

PURCHASING GENERAL TERMS AND CONDITIONS

The City objects in advance to the inclusion of any additional terms and conditions proposed by the vendor in its acceptance or acknowledgement of any order. The inclusion of terms and conditions, or reference thereto, by the vendor shall be of no significance, shall not be binding on the City, and the City's acceptance of the vendor's goods or services shall not be deemed as acceptance of such terms and conditions. The terms and conditions contained in a Supplemental Document, as defined hereinafter, to the Purchase Order shall only control if and when a Supplemental Document to the Purchase Order is signed by the City Manager or Mayor. The terms and conditions contained in a Supplemental Document fully executed by the City Manager or Mayor are incorporated herein by this reference. **In the event that a vendor contracts with the City via a Supplemental Document and there is a conflict between the general terms and conditions set forth herein and the Supplemental Document, the terms and conditions of the Supplemental Document shall control. Supplemental Document shall be defined as to include invitation to bid, proposal, quote, and contract.** Unless otherwise stated on the face of a purchase order, the following terms and conditions shall apply:

1. **ACCEPTANCE.** The Purchase Order ("PO") issued by the City of Port Orange ("the City") and made apart hereof by reference, becomes a binding contract, subject to the terms and conditions set forth herein, upon confirmation of the PO by the Vendor; or by the commencement of the work set forth in the PO; or by acceptance of payment for the work set forth in the PO. Any change, addition or modification to the terms set forth on the face of the PO must be agreed to in writing by the City.
2. **ASSIGNMENT.** Neither the PO nor any interest under such PO may be assigned by Vendor without the prior written consent of City.
3. **CHANGES.** City shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the costs or the time required for Vendor's required performance, an equitable adjustment will be made and the PO will be modified, in writing, accordingly.
4. **COMPLIANCE WITH LAWS.** Vendor warrants that all goods and services applicable under the PO will have been produced, sold, delivered and furnished in strict compliance with all applicable Federal and State laws and regulations. Vendor shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required in agreements of this character are incorporated by this reference.
5. **FREIGHT.** Vendor shall ensure that shipper complies with the shipping terms and instructions stated on the face of the PO. Failure to accurately follow the shipping terms and instructions as stated may result in one of the following: (i) a chargeback for any freight cost increase; or (ii) a chargeback for the full cost of the freight.
6. **INSPECTION.**
 - a. All goods and/or services, purchased are subject to City's inspection, test and approval at destination, whether or not prior payments have been made or inspections have been performed by the City. All goods and/or services not in accordance with specifications may be rejected and held subject to shippers' orders. Shipper must pay all expenses, including freight both ways, on rejected goods.
 - b. If goods and/or services provided hereunder are rejected, in whole or in part by the City by reason of the Vendor's failure to comply with any of the terms, conditions and/or specifications contained herein and on the face of the PO, City, after notifying Vendor in writing may (i) return the rejected portion of such goods and/or services to Vendor at Vendor's expense or hold the same for such disposal as Vendor shall indicate, without invalidating the remainder of the PO; (ii) may reject the

entire shipment of goods and cancel the PO for any undelivered goods; or (iii) to cause Vendor to pay City promptly for expenses incurred in remedying the defective or nonconforming goods and/or services (including without limitation, the purchase of substitute (or functionally equivalent) goods and/or services), or to cause Vendor, at Vendor's expense, to expeditiously replace, upgrade, or repair any defective or rejected goods. If the option set forth in (i) is exercised, City may, in its discretion, reduce the quantity specified in the PO by the number of goods and/or services returned or rejected.

7. INDEMNIFICATION. The City reserves the right to add in a Supplemental Document, as previously defined to include invitation to bid, proposal, quote, and contract, the following clause or substantially similar language:

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

8. INTELLECTUAL PROPERTY INDEMNIFICATION. Vendor warrants that there has been no violation or infringement of any copyright, trade name, trademark, patent or related intellectual property right, as a result of manufacturing, producing or selling the goods. Vendor further agrees to defend and indemnify City, its officers, agents and employees from all claims, expenses and liabilities arising from any actual or alleged intellectual property violation or infringement.

9. INSURANCE. THE DEPARTMENT HEAD HAS THE RIGHT TO WAIVE CERTAIN INSURANCE REQUIREMENTS AND SHALL PROVIDE THE WAIVER WITH THE REQUEST FOR PURCHASE ORDER. IF INSURANCE IS REQUIRED, THE FOLLOWING TERMS SHALL APPLY:

Vendor shall maintain all insurance as required by the City. Vendor shall provide to the City a certificate of insurance evidencing coverage and identifying the City as an additional insured. Failure of the Vendor to provide a certificate of insurance shall not relieve the Vendor from its responsibility to maintain the insurance coverage required by the City. The certificates shall clearly indicate that the Vendor has obtained insurance of the type, amount and classification required by the City. 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. For worker's compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the City as an additional insured for Workers' Compensation. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Vendor shall not commence work until the City has received a certificate or certificates of insurance and endorsements evidencing the required insurance. Vendor shall be solely responsible to provide the City the written original certificate, notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change. If insurance policies required are not provided to the City within thirty (30) days of the date requested, this Vendor Application and Agreement may be terminated.

10. INVOICING. Vendor agrees to submit an invoice with each shipment showing the PO number. All invoices should be issued to the City c/o Accounts Payable. The discount period of any cash discounts available to the City will commence on the date of the invoice. When freight is prepaid by Vendor, Vendor must show freight charges separately; before adding freight charges, and submit a copy of the freight bill with the invoice. No allowance will be made for boxes, reels, drums or other returnable containers unless so stated on the face of the PO and invoiced separately.

11. JURISDICTION AND VENUE. For any suit or proceeding to enforce the provisions of the PO, Vendor irrevocably consents to the jurisdiction of the Courts of the State of Florida. Furthermore, Vendor agrees that the PO will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida, without giving effect to its principles of conflicts of law.

12. OVERSHIPMENT. Quantities in excess of that shown on the face of the PO, if rejected, will be returned to Vendor at Vendor's risk and expense. Any excess quantities that City accepts will be billed at the PO price.

13. TERMINATION. City reserves the right to cancel all or any part of the PO without penalty.

14. TIME. Time is of the essence of the PO. The City reserves the right to cancel the PO (or any portion) without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by City.

15. TITLE. Unless the face of the PO provides for the City's assumption of ownership at the point of shipment, title to the goods purchased under the PO remains with the Vendor until such goods are off-loaded at the City facility or site specified on the face of the PO; provided, however, that in all cases, Vendor shall bear all risks of loss or damage in transit until such goods are delivered to City's facility or site and accepted by City or its designee.

16. WARRANTY. Vendor expressly warrants that all goods, services, workmanship, and title furnished and/or delivered pursuant to the PO and the terms and conditions stated herein will be free from defects in material, workmanship and title. Further Vendor warrants all goods and/or services will conform in all respects to all applicable specifications, drawings, and shall be fit for its intended use and service. All goods and/or services shall be new and not secondhand, of good quality and free from defects whether latent or patent in material or workmanship; all material and workmanship is warranted for a minimum of one (1) year from date of acceptance by City unless otherwise stipulated herein. Upon notification by City, Vendor shall correct any defect either by repair or replacement of the defective goods subject to the approval of the City, at Vendor's expense, provided that City's continued use of said defective goods pending repair or replacement shall not constitute a waiver by City under the PO. Further warrants that all goods and/or services covered by the PO meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-956) and its regulations in effect as of the date of the PO. These warranties shall survive acceptance of and payment for the goods and/or services furnished.

17. PAYMENT. Vendor agrees that payment will be made subject to "Local Government Prompt Payment Act", Sections 218.70-218.74, Florida Statutes, and in accordance with the City's policies and procedures, including but not limited to the requirement that Vendor shall be required to maintain a Current Vendor Application on file with the City. Prior to release of payment, Vendor shall be required to make current the vendor application on file with the City. For purposes set forth herein, a "Current Vendor Application" shall include the following: 1) an updated, completed, and executed current vendor application; 2) proof of current and updated insurance, if required; 3) updated and completed W-9, and 4) any other documentation that may be required by the City or otherwise required by law.

18. PUBLIC RECORDS COMPLIANCE. Vendor shall also be defined as to include the term set forth in Chapter 119.0701(1)(a), Florida Statutes. Vendor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
- (d) Upon completion of the Contract, Vendor shall transfer to the City, at no cost, all public records in possession of the Vendor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Comply with the City's request for records within a reasonable time. Failure to comply with the City's request for records within a reasonable time may subject Vendor to penalties set forth in Chapter 119.10, Florida Statutes.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506- 5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

19. SEVERABILITY. Vendor understands and agrees that if any provision, term, or condition stated herein or on the face of the PO is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Vendor and the City shall be construed and enforced as if the PO and this Vendor Application and Agreement did not contain the particular provision, term or condition held to be invalid.

20. COUNTERPARTS; FACSIMILE SIGNATURES. This Vendor Application and 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. Any party may effect the execution and delivery of this Vendor Application and Agreement by signing the same and sending a copy thereof to the City by facsimile, email or other electronic mean and so executed, shall have the full force and effect as an original.

*[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURES FOLLOW ON NEXT PAGE]*

ACKNOWLEDGEMENT AND AUTHORIZATION

Vendor acknowledges, authorizes, and agrees to the following:

1. The Vendor, as also defined to include principals and officers authorized to legally bind and obligate the Vendor for purposes set forth herein, does hereby certify under penalty of law that this Vendor Application and Agreement and all attachments provided are correct and were prepared under Vendor direction or supervision. Furthermore, Vendor is legally authorized to sign this Vendor Application and Agreement and by such execution does hereby approve and accept all of the terms and conditions contained herein.
2. The Vendor does hereby certify that Vendor has read and understands the Vendor Application and Agreement and Purchasing General Terms and Conditions contained herein.
3. The Vendor does hereby certify that no person (or concern) in connection with the Vendor, so far as is known, is disqualified from public contracting or purchasing from any agency of the federal government, State of Florida or City of Port Orange. Vendor further certifies that Vendor will notify the City of Port Orange should any person (or concern) in connection with the Vendor, so far as is known, becomes disqualified while Vendor contracts with the City of Port Orange.
4. Vendor acknowledges and agrees to be bound by the terms and conditions set forth in the Current Vendor Application form approved by the City Finance Director, posted on the City's website, www.port-orange.org, as of the date of issuance on the face of the PO and as otherwise referenced herein. Furthermore, it shall be the Vendor's responsibility to maintain a current Vendor Application, as defined in Section 16 of this Vendor Application and Agreement, on file with the City. **Vendor agrees that the City is not required to make payment until the current Vendor Application is filed.**

Name of Vendor: Black Sands Development Group, PLLC

Signature: 

Printed Name: Jonathan Worsham III

Title: President

Date: 02/06/2018

Please return the completed Vendor Application and Agreement along with the required documentation to:

City of Port Orange
Attn: Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Or email: PurchDiv@port-orange.org

Any questions, please call the Purchasing Division at (386) 506-5718.

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Black Sands Development Group, PLLC	
Business name/disregarded entity name, if different from above Black Sands Development Group, PLLC	
Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ S ☐ Exempt payee ☐ Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 156 Big Ben Dr	Requester's name and address (optional)
City, state, and ZIP code Daytona Beach, FL 32117	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
			-				-			
Employer identification number										
4	7	-	2	9	8	1	0	4	1	

Part II Certification

Under penalties of perjury, I certify that:

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

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Jonathan Washburn</i>	Date ▶ <i>2-6-18</i>
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2018

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

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

PRODUCER The Della Porta Group, Inc. 7807 Baymeadows Road E Suite 301 Jacksonville FL 32256		CONTACT NAME: Renee McClintock PHONE (A/C, No. Ext): (904) 646-0310 E-MAIL ADDRESS: rmccclintock@dellaportagroup.com FAX (A/C, No): (904) 646-1143	
INSURED Jonathan Worsham III (386) 944-9351 Black Sands Development Group PLLC 156 Big Ben Dr Daytona Beach FL 32117		INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10178	

COVERAGES

CERTIFICATE NUMBER: Cert ID 3110

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			GL0020079 1	10/15/2017	10/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Empl Benefits Liab \$ 100,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CA100018910-00	10/15/2017	10/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							\$ \$

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

CERTIFICATE HOLDER

City of Port Orange
Attn: Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/03/2018

Consent item: Yes

SUBJECT: (B7d) Approval of Change Order No. 1 to the Piggyback Agreement with Mead & Hunt, Inc. for Engineering Services for Phase 1-A of the City's "Storm Water Master Plan Update"

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No. 1 to the Piggyback Agreement with Mead and Hunt Inc.

SUMMARY: In 2016, the City contracted with Mead and Hunt Inc., Pegasus Engineering LLC, and ATS Land Surveying to perform engineering services, modeling, and survey work required to update the Storm Water Master Plan for the Nova Canal North and Halifax River Drainage Basins. The previous plan was last updated in 1990.

Mead and Hunt, Inc. was contracted to update the master plan. In order for Mead and Hunt to complete their work, they needed the final work product from Pegasus Engineering and ATS Land Surveying. The City entered into a contract with both of those firms directly. Mead and Hunt cannot complete Storm Water Master Plan without the work product from the other two firms.

Pegasus Engineering was contracted to provide detailed modeling of water flows and impacts. ATS Land Surveying was contracted to perform survey and mapping of all stormwater structures, ditches, and ponds in the master plan area, including with elevations and GIS coordinates. However, ATS failed to complete the work in a timely fashion even after adjusting the date on their task authorization. The City exercised its option to allow the contract to expire and award the remaining portion of that contract to another firm. This caused a significant delay in providing the necessary information to Pegasus and ultimately Mead and Hunt.

The contract with Pegasus LLC expires March 22, 2019 and the contract with Southeastern Surveying (the company replacing ATS) expires 8/13/18. However, the contract with Mead & Hunt Inc. expires March 21, 2018. Due to unexpected delays described above, Mead and Hunt cannot complete the work within the current contract period. Therefore, the contract with Mead and Hunt needs to be extended to March 22, 2019 which will coincide with the contract term with Pegasus LLC and Southeastern Surveying.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Change Order No 1	Revised CO No 1.pdf
2.	Justification Memo MEAD AND HUNT Storm Water Master Plan CO final	Justification Memo MEAD AND HUNT Storm Water Master Plan CO final.doc
3.	Mead and Hunt PB CA5499 Agreement Storm Water Master Plan Update	Mead and Hunt PB CA5499 Agreement Storm Water Master Plan Update.pdf

Kynah Cockcroft	Created/Initiated - 03/12/2018
Julia Wiggins	Approved - 03/12/2018
Ronny Buttrum	Approved - 03/12/2018
Lynn Stevens	Approved - 03/13/2018
Tracey Riehm	Approved - 03/15/2018
Margaret Roberts	Approved - 03/23/2018
Jake Johansson	Approved - 03/29/2018
Robin Fenwick	Final Approval - 03/29/2018

CHANGE ORDER NO. 1

To the Piggyback Agreement dated December 2, 2016, between the City of Port Orange, Florida, and Mead and Hunt, Inc., pursuant to merger with Quentin L. Hampton and Associates Inc.

Project: Engineering Services for Phase 1-A of the Storm Water Master Plan Update

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$144,570.00	Original Contract Times: NTP March 22, 2017 to March 21, 2018
	Final Completion <u>365</u> days
Net changes from previous Change Order: N/A \$0.00	Changes in contract time from previous Change Orders: N/A 0 days
Contract Price prior to this Change Order: \$144,570.00	NTP Completion Date prior to this Change Order: Final Completion: March 21, 2018 date
Net Increase (decrease) of this Change Order No. 1: \$0.00	Changes in contract time requested this Change Order No. <u>1</u> : (Requires Council Approval) <u>366</u> days
Contract Price with all approved Change Orders: \$144,570.00	Contract Times with all approved Change Orders: Final Completion: <u>March 22, 2019</u> date

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Piggyback Agreement entered into by and between the parties on December 2, 2016.
- II. REQUIRED CHANGES: To provide for modifying the Notice to Proceed completion date from March 21, 2018 to March 22, 2019 (additional 366 days) and the Piggyback Agreement dated December 2, 2016 to completion on March 22, 2019, due to unavoidable delays experienced by the City and engineering firm such as Hurricane Irma and the forced replacement of the surveying firm which delayed ability to obtain required survey and mapping information. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION:
Changes in scope require Council approval. Is this a scope change? This Change Order request is for time extension only, no scope change.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Piggyback Agreement subject to a limit up to but not to exceed \$144,570.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- VI. This Change Order 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 Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

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:
LYNN STEVENS, PUB. WORKS & UTILITIES
DIRECTOR
Department Project Manager

ACCEPTED BY:
MEAD AND HUNT, INC.
Contractor

By: _____
Lynn Stevens, Public Works & Utilities
Director

By: _____
Brad Blais, Vice President – Market
Leader

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:
N/A
City's Representative

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Lynn Stevens, Public Works & Utilities
Director

Date Signed: _____

City Manager

Affirmed:

By: _____
M.H. Johansson, City Manager

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

If Council approval is required:

By: _____
Donald O. Burnette, Mayor

Date Signed: _____



City of Port Orange

Public Works Department

TO: Lynn Stevens, Public Utilities Director
Julia Wiggins, Budget Analyst

FROM: Kynah Cockcroft, Sr. Executive Assistant

DATE: March 7, 2018

SUBJECT: Mead & Hunt Inc. – Change Order 1 to the Piggyback Agreement,
Engineering Services for the Storm Water Master Plan Update

REQUEST:

The Departments of Public Works and Utilities requests City Council approval of Change Order No. 1 to the Piggyback Agreement dated December 2, 2016 with Mead & Hunt Inc. to modify the completion date to March 22, 2019 which will coincide with the contract dates for other vendors performing tasks related to this project.

PURPOSE:

The purpose of this request is to extend the term for the engineering contract to finalize tasks associated with Phase 1-A of the City's "Storm Water Master Plan Update".

CONSIDERATION:

In 2016, the City contracted with Mead and Hunt Inc., Pegasus Engineering LLC, and ATS Land Surveying to perform engineering services, modeling, and survey work required to update the Storm Water Master Plan for the Nova Canal North and Halifax River Drainage Basins. The previous plan was last updated in 1990.

Mead and Hunt, Inc. was contracted to update the master plan. In order for Mead and Hunt to complete their work, they needed the final work product from Pegasus Engineering and ATS Land Surveying. The City entered into a contract with both of those firms directly. Mead and Hunt cannot complete Storm Water Master Plan without the work product from the other two firms.

Pegasus Engineering was contracted to provide detailed modeling of water flows and impacts. ATS Land Surveying was contracted to perform survey and mapping of all stormwater structures, ditches, and ponds in the master plan area, including with elevations and GIS coordinates. However, ATS failed to complete the work in a timely fashion even after adjusting the date on their task authorization. The City exercised its option to allow the contract to expire and award the remaining portion of that contract to

another firm. This caused a significant delay in providing the necessary information to Pegasus and ultimately Mead and Hunt.

The contract with Pegasus LLC expires March 22, 2019 and the contract with Southeastern Surveying (the company replacing ATS) expires 8/13/18. However, the contract with Mead & Hunt Inc. expires March 22, 2018. Due to unexpected delays described above, Mead and Hunt cannot complete the work within the current contract period. Therefore, the contract with Mead and Hunt needs to be extended to March 22, 2019 which will coincide with the contract term with Pegasus LLC and Southeastern Surveying.

FUNDING:

No changes to funding.

RECOMMENDATION:

The Department of Public Works and Public Utilities Department recommend City Council approval of Change Order No. 1 to the Piggyback Agreement with Mead and Hunt Inc. This request will modify the completion date to March 22, 2019.

ANTICIPATED SCHEDULE:

- a.) Entry to Boardsync – March 8, 2018
- b.) City Council Approval – April 3, 2018

ATTACHMENTS:

- a) Change Order No. 1 to the Piggyback Agreement with Mead and Hunt Inc.



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this 2 day of December, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **QUENTIN L. HAMPTON ASSOCIATES, INC.** ("Contractor"), a Florida corporation whose principal address is 4401 Eastport Parkway, Port Orange, Florida 32127 (collectively "the Parties").

WHEREAS, on the 9th day of February, 2016, the Contractor and City of Cocoa, a Florida Municipal Corporation, entered into a Contract for Stormwater Engineering Services, by selection and negotiation process as set forth in the Florida's Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes (the "Cocoa Agreement"); and

WHEREAS, the effective date of the Cocoa Agreement is February 9, 2016 and terminates on the third (3rd) anniversary of the effective date, with the option to extend the term for two (2) additional two (2) year renewals by written amendment to the Cocoa Agreement; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Cocoa Agreement for Stormwater Engineering Services purchased by the City of Port Orange; and

WHEREAS, the Port Orange City Manager 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 term of this Contract, notwithstanding the date of execution, shall be effective on November 29, 2016 and shall continue until January 31, 2018. The work described in Exhibit "1" shall commence upon the City's delivery of a written Notice to Proceed with final completion 12 months thereafter (the "Term").
2. Contractor Obligation. Contractor agrees to provide Stormwater Engineering Services for the Stormwater Master Plan Update - Phase 1A, to the City at the prices set forth in and further described in Quentin L. Hampton Associates, Inc. ("QLH") Scope of Services and Fee Estimate dated August 23, 2016 pursuant to the terms of the Cocoa Agreement. QLH Scope of Services and Fee Estimate and the Cocoa Agreement are attached hereto as Exhibit "1." Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods or services without a written Notice to Proceed, signed by an authorized agent of the City of Port Orange.
3. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed issued and executed by the City and signed by the Contractor. The City reserves the right to contract with other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

4. City Obligations. The City agrees to compensate Contractor at the unit prices set forth in Exhibit "1" in an amount subject to a limit up to but not to exceed One Hundred Forty-Four Thousand Five Hundred Seventy and 00/100 Dollars (\$144,570.00) for the term of this Contract. 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. Contract Administration. The Director of Public Works, Branford Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

7. 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 23 of this contract concerning disputes.

8. 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.

9. 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.

10. 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.

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

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

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

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

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

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

12. 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.

13. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in

the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

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

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

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

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and

adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

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

25. Additional Provisions

(a) This Contract includes all additional provisions as may have been outlined in the Cocoa 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 Cocoa Agreement to "City of Cocoa," "Cocoa," or the "City", shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Cocoa Agreement and this Contract, this Contract with the City of Port Orange shall control.

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

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

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

Copy to: City of Port Orange
Attention: Branford Adumuah, Director of Public Works
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Quentin L. Hampton Associates, Inc.
Attention: Brad T. Blais, P.E.
4401 Eastport Parkway
Port Orange, Florida 32127
(386) 761-6810 – Telephone
(386) 761-3977 – Facsimile

P.O. Drawer 290247
Port Orange, Florida 32129-0247

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

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Tabitha Russell
Printed Name: Tabitha Russell

Bernadette Fox
Printed Name: Bernadette Fox

QUENTIN L. HAMPTON ASSOCIATES, INC.

By: [Signature]
Brad T. Blais, President

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

Date: 11/30/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30th day of November, 2016, by Brad T. Blais, as President of Quentin L. Hampton, Inc., a Florida corporation, and who:

[Notary: Please select one]

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



Erika S. Lustik
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Barbara J Abbate
Printed Name: Barbara J Abbate

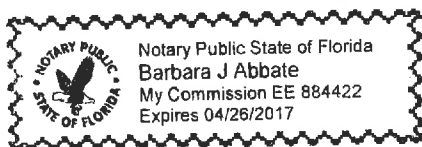
By: Allen Green
Allen Green, Mayor

Kelly McQuillen
Printed Name: Kelly McQuillen

Date: 12/2/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2 day of December, 2016, 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.



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

Witnesses:

ATTEST:

Barbara J Abbate
Printed Name: Barbara J Abbate

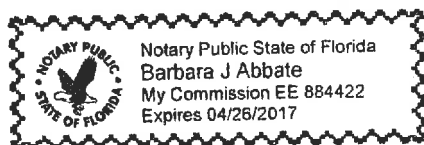
By: Robin L Fenwick
Robin L. Fenwick, CMC, City Clerk

Kelly McQuillen
Printed Name: Kelly McQuillen

Date: 12/2/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2 day of December, 2016, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



[CA 5499]

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

ATTACHMENT 'B'

**CITY OF PORT ORANGE
STORMWATER MASTER PLAN UPDATE
QLH ESTIMATED ENGINEERING FEES
NOVEMBER 29, 2016
-REVISED-**

Task No.	Description	Project Manager (hours)	Project Engineer (hours)	CAD/GIS Technician	Clerical (hours)	Allowance Items	Total Task (\$)
		Hourly Rate				See Below	See Below
1.1	Schedule kickoff meeting and collect data	4	8	40	0	\$ -	\$4,820
1.2	Infrastructure Inventory and Condition Assessment	4	20	40	4	\$ 80,000	\$86,700
2	Renewal and Replacement (R&R) Program Development	4	20	40	12	\$ -	\$7,100
3	Assist with Development of Conceptual Designs	8	40	40	16	\$ -	\$10,800
4	Prepare Preliminary Cost Estimates	8	40	0	24	\$ -	\$8,200
5	Project Descriptions, Rankings, Summary Spreadsheets and 5-yr CIP	8	40	0	36	\$ -	\$8,800
6	Draft and Final Report Preparation and Presentations	32	48	40	48	\$ -	\$17,720
A2	Printing/Reimbursables Allowance					\$ 430	\$430
	TOTAL ALL TASKS	68	216	200	140	\$ 80,430	\$144,570

EXHIBIT "1"

Prepared by
QUENTIN L. HAMPTON ASSOCIATES, INC
-Consulting Engineers-
November 2016



Branford Adumuah
Director of Public Works
City of Port Orange
Public Works Department
407 Virginia Avenue
Port Orange, FL 32127

Email: badumuah@port-orange.org
Hard Copy Mailed Only on Request

**CITY OF PORT ORANGE
STORMWATER MASTER PLAN UPDATE,
PHASE I-A
SCOPE OF SERVICES AND FEE ESTIMATE
(REVISED)**

Dear Mr. Adumuah:

In accordance with our discussions, we have prepared a scope of services and fee estimate for Phase 1-A of the City's 'Stormwater Master Plan Update'. The previous Master Plan was prepared in 1990. Under the proposed scope of work, the existing plan will be comprehensively updated over the course of two (2) fiscal years. The proposal contained herein includes task descriptions and estimated fees for Phase I-A.

A phasing plan has been developed to allocate project costs, and deliverable dates, over two (2) or more budget cycles. Phase I will include areas on the 'east' side of the City; specifically, the Nova Canal North and Halifax Drainage Basins (see Figure #1). Phase II, and potentially III, will address the remaining portions of the City; specifically, Nova Canal South, B-19 Canal and Spruce Creek East Drainage Basins.

As discussed, a portion of the Master Plan work, for all phases, will be performed by Pegasus Engineering. Pegasus will be doing all hydraulic modeling for each basin. They will also take the lead in developing conceptual designs and performing the pre vs. post drainage modeling for recommended projects. QLH will assist Pegasus in developing conceptual designs. QLH will take the lead on preparing the planning level cost estimates, CIP planning and final report preparation.

A summary of the proposed phasing plan, and accompanying tasks, is detailed below:

PHASE I-A (QLH)

- Stormwater asset inventory, condition assessment and renewal/replacement summary for the Nova Canal North and Halifax Basins.

- Assist with development of conceptual designs for Capital Projects (see Phase I-B description).
- Prepare descriptions, rankings and summary spreadsheet for Capital Projects.
- Prepare project summary, 'short-term', 'mid-term' and 'long term' project lists for future CIP development
- Prepare 5-year Capital Improvement Program (CIP) for 'short term' projects.
- Assemble and present draft and final reports.

PHASE I-B (PEGASUS)

- Hydraulic modeling of major drainage systems for the Nova Canal North and Halifax Basins.
- Prepare conceptual designs for proposed Capital Projects, with assistance from QLH.
- Perform pre vs. post condition modeling for Capital Projects.
- Assist with preparing conceptual cost estimates, prioritization schedules and CIP development.

FUTURE PHASE II-A

- Stormwater asset inventory, assessment and renewal/replacement summary for the Nova Canal South, the B-19 Canal and Spruce Creek East Drainage Basins.
- Assist with development of conceptual designs for Capital Projects (see Phase I-B description).
- Prepare preliminary cost estimates for Capital Projects.
- Prepare project summary, 'short-term', 'mid-term' and 'long term' project lists for future CIP development.
- Prepare 5-year Capital Improvement Program (CIP) for 'short term' projects.
- Assemble and present draft and final reports.

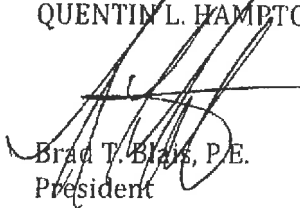
FUTURE PHASE II-B

- Hydraulic modeling of major drainage systems for the Nova Canal South, the B-19 Canal and Spruce Creek East Drainage Basins.
- Prepare conceptual designs for proposed Capital Projects, with assistance from QLH.
- Perform pre vs. post condition modeling for Capital Projects.
- Assist with preparing conceptual cost estimates, prioritization schedules and CIP development.

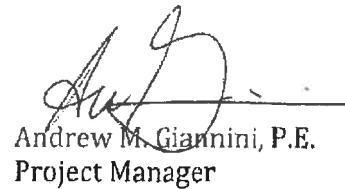
Detailed descriptions of the Phase I-A tasks to be completed under this scope of work are included herein as Attachment 'A'. A fee estimate is included as Attachment 'B'. A detailed scope of work for Task 1, 'Infrastructure Inventory and Condition Assessment' from Southeastern Surveying and Mapping Corp. (SSMC) is included as Attachment 'C'. Please note, the proposal from SSMC includes the field mapping and condition assessment for both Nova Canal and Halifax Basins. The proposed allowance for this work will only authorize the work for Nova Canal North and Halifax Basins. This field work will supplement the existing GIS mapping product that is based upon plans and historical records.

This work effort will be closely coordinated with Pegasus Engineering. It is a major undertaking and an important step for planning the City's future. We appreciate the opportunity to continue to be of service. If you have additional questions or require further assistance, please do not hesitate to contact me or Andrew Giannini, P.E.

Respectfully,
QUENTIN L. HAMPTON ASSOCIATES, INC.



Brad T. Blas, P.E.
President



Andrew M. Giannini, P.E.
Project Manager

BTB:bf

Attachment 'A' – Scope of Work
Attachment 'B' – Fee Estimate
Attachment 'C' – SSMC Infrastructure Inventory & Assessment

ATTACHMENT 'A'

Scope of Work

City of Port Orange STORMWATER MASTER PLAN UPDATE, PHASE I-A

GENERAL

Quentin L. Hampton & Associates (QLH) proposes the following scope of work to provide a comprehensive planning document for the City's Public Works staff in the evaluation, maintenance recommendations and improvement of the City maintained stormwater systems in the Nova Canal North and Halifax Canal Basins (see Figure #1). The scope includes the following tasks which are further defined herein:

- Task 1 – Stormwater Infrastructure Inventory and Assessment
- Task 2 – Renewal and Replacement (R&R) Program
- Task 3 – Assist with Development of Conceptual Designs for Capital Projects
- Task 4 – Prepare Preliminary Cost Estimates for Capital Projects
- Task 5 – Prepare Descriptions, Rankings and Summary Spreadsheet for Capital Projects
- Task 6 – Final Report Preparation & 5-Year Capital Improvement Program (CIP) Development

Task 1: Stormwater Infrastructure Inventory and Assessment

1.1 Kickoff Meeting

QLH will attend the project kick-off meeting with City staff to discuss the scope of work and the previously obtained infrastructure data and studies. The scope will be reviewed in detail and requests for information will be provided for City staff input/delivery. Information requested from the City will include recent maintenance such as lining of pipe, swale grading, structure replacements, etc.

1.2 Infrastructure Inventory and Condition Assessment

QLH will subcontract with Southeastern Surveying and Mapping Corp. (SSMC) to perform an Inventory and Condition Assessment of City maintained drainage structures throughout the Phase I study area. FDOT, County and private facilities will be inventoried, but a condition assessment will not be performed for these structures. The survey will include existing headwalls, inlets, culverts, ponds, ditches and other conveyance elements. A full report of the data gathered will be delivered under this task which will include survey data, photos and conditions assessment. Refer to Attachment 'C' for a detailed description of the scope of services to be performed by SSMC.

As part of this task, QLH will obtain all available information from FDOT and Volusia County regarding their facilities. QLH will supply this information to SSMC for incorporation into the structure inventory.

Task 2: Renewal and Replacement (R&R) Program Development

Utilizing the Condition Assessment prepared by SSMC, an R&R Program will be developed that categorizes and prioritizes those components requiring maintenance, repair and/or replacement. The Program will be a spreadsheet based product that identifies structures and describes R&R needs. The Condition Assessment will establish ranking criteria for prioritization and CIP Programming. A summary of the findings and 5-year CIP recommendations will be prepared and incorporated into the final report.

Task 3: Assist With Development of Conceptual Designs for Capital Projects

Pegasus Engineering will take the lead on basin modeling and development of conceptual designs for recommended Capital Projects. QLH will assist with project development, preparation of figures and evaluation of potential effectiveness and prioritization. This task will involve up to six (6) meetings with Pegasus and City staff.

Task 4: Prepare Preliminary Cost Estimates for Capital Projects

Following development of project list and concurrence by City staff, QLH will prepare preliminary cost estimates for the conceptual designs. The cost estimates will be planning level, budgetary estimates intended to be used for prioritization and CIP planning only. Cost estimates will be based on current (2016) unit pricing for similar projects in Volusia County.

Task 5: Project Descriptions, Rankings, Summary Spreadsheet and 5-year CIP

A written description for each project will be prepared. Ranking criteria will be established and projects will be ranked. Utilizing the ranking criteria, and cost estimates, the projects will be categorized as short-term (< 5 years), mid-term (5-10 years) and long-term (> 10 years) projects. A summary spreadsheet will be developed that lists relevant criteria including: Project title, description, location, cost ranking and category.

Task 6: Draft and Final Report Preparation/Presentations

The deliverables from Tasks 1-5 will be assembled into a draft report. All short-term (< 5-years) projects will be prioritized and a 5-year CIP Program will be developed. The 'draft' report and report recommendations will be presented to the City Council at a workshop meeting. Input from Council and staff will be incorporated into the final report and a second presentation will be scheduled to finalize and adopt the report recommendations.

EXCLUSIONS

This proposal specifically excludes CCTV of pipes and culverts. It excludes all items not detailed herein, including material testing.

DELIVERABLES

1. Five (5) draft copies, five (5) final copies, electronic files included with each submittal. Additional copies provided at actual printing cost by City selected printing company.

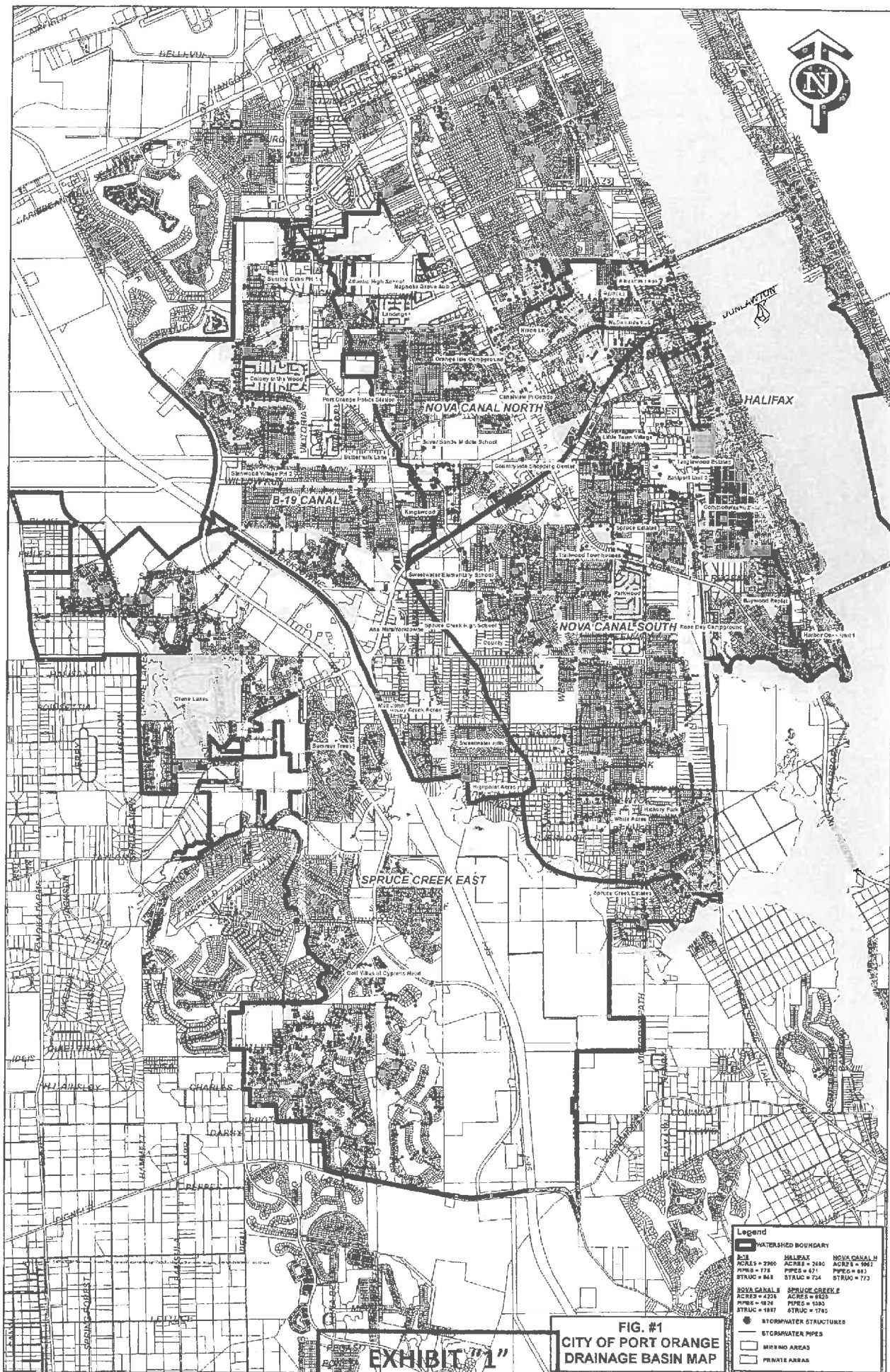
SCHEDULE

QLH will complete this assignment within 12 months from the Notice to Proceed.

COMPENSATION

The budget to complete the above tasks is \$ **145,140.00** and includes an allowance of **\$81,000.00** for the Infrastructure Inventory and Condition Assessment and other direct expenses. Allowance cost items shall be billed at actual invoice cost plus 5% for administrative overhead and direct expenses. A breakdown of labor and expense costs for the project is provided as Attachment 'B' of our proposal. Invoices for other direct costs and allowances shall be billed no more frequently than once per month and shall be reimbursed within 30 days of invoice.

IF THE CONTRACTOR (QLH) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (QLH's) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, FL 32129, City Clerk, Robin Fenwick (386) 506-5566, rfenwick@port-orange.org.



ATTACHMENT 'C'

Infrastructure Inventory and Condition Assessment

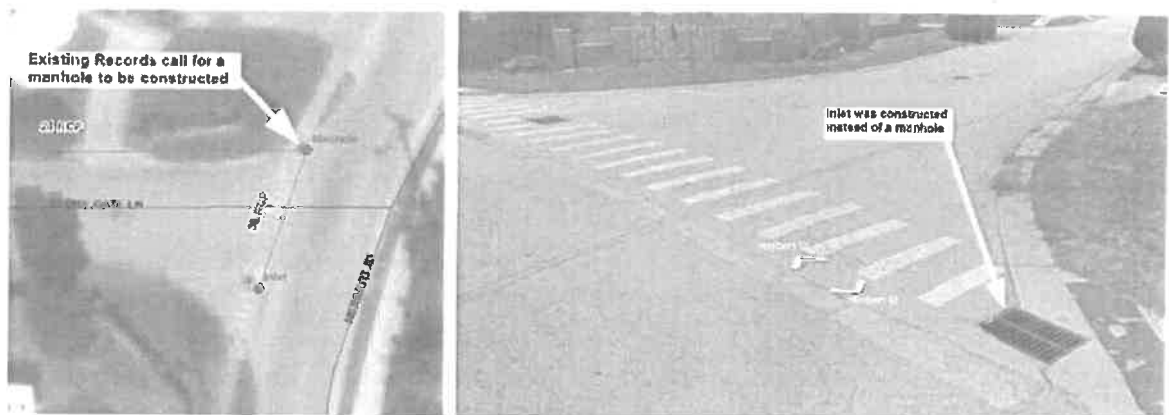
EXHIBIT "1"

City of Port Orange, FL
Proposal for Stormwater Infrastructure
Field Verification and Condition Assessment
July 8, 2016

The purpose of this Project is to perform Field Verification and Condition Assessment for the Stormwater facilities located within the Halifax, Nova Canal North and Nova Canal South drainage basins within the City of Port Orange. This work will be performed in three distinct tasks.

Inspection and Condition Assessment of Currently Inventoried Stormwater Facilities

An existing GIS inventory of stormwater facilities was developed for the City by Quentin Hampton Associates using record drawings. Using this inventory as a starting point, a city-wide field verification of this inventory will be performed. The purpose of this field verification is to verify the accuracy of the digitized records, and to identify additional stormwater facilities that were not in the records. Southeastern Surveying and Mapping Corporation (SSMC) will verify the horizontal location of these facilities in the field using mapping grade sub-meter accuracy GPS receivers and electronic GIS data collectors. An example of the types of discrepancies between field conditions and the digitized records can be seen below in the example at the intersection of Herbert Street and Stone Gate Lane. Existing records called for a manhole to be constructed in the image on the left, but actual field conditions show an inlet at that location in the image on the right.



At each structure SSMC will perform a condition assessment, inspecting the structure's operation and performance to document existing damage and required maintenance such as the removal of sediment and other obstructions so that the stormwater facilities can perform as designed.

An example of this can be seen below at the headwall along Herbert Street. The headwall is broken and the 36" outfall pipe is more than 50% obstructed with sediment resulting in a diminished performance. Individual maintenance reports will be prepared in connection with this condition assessment so that City personnel can develop a prioritized plan for addressing these issues.



Identification, Location, Inspection and Condition Assessment of Additionally Identified Stormwater Facilities

After the verification of the existing inventory structures is complete, any additionally identified structures will be located, inspected and added to the GIS database.

Stormwater structures will be located and attributed as point features. Structures to be located will include Curb Inlets, Manholes, Pipe Ends, Grate Top Inlets, Ditch Bottom Inlets, Weirs, Headwalls, Mitered End Treatments, Control Structures, Central Deflection Systems, Baffle Boxes, Stormceptors and other devices. Digital photographs of all structures will be provided along with the attributed GPS data.

Pipes, Drainage Culverts and conveyance devices including ditches, open channels or canals will be located and attributed as line features. At a minimum, culverts and conveyance devices to be located shall include Storm Sewers, Cross Drains, Concrete Box Culverts, Side Drains, French Drains and Flumes. All stormwater structures and conveyance devices will be oriented in the GIS along their direction of flow from upstream to downstream. Retention ponds and unnamed receiving water bodies will be located and attributed as polygon features. If a receiving water body is a named lake or pond, then the receiving water body will not be located, however the downstream end of all conveyance structures and structures within the named receiving water body will be designated with the name of the receiving water body.

If the additional structure is maintained by the City, a complete inspection and condition assessment will be performed. If the additional structure is along a County roadway, railroad, or private roadway and is not maintained by the City, the structure will be located and pipe connectivity will be noted, but no measurements of the pipes or condition assessment will be performed.

Location of FDOT Structures and Digitizing of FDOT Pipes from Supplied Record Drawings

Contributing drainage from stormwater facilities along FDOT roadways need to be included in the City's drainage basin models, but since these structures are not the City's maintenance responsibility, they are less critical from an asset management perspective. In order to minimize the cost associated with the FDOT facilities we are proposing to simply capture a GPS position for control and then digitize the FDOT pipes from record drawings provided by Quentin Hampton Associates. This approach will eliminate the need to open and inspect the FDOT structures and minimize the field effort along the FDOT roadways. This will also minimize or eliminate the need for Maintenance of Traffic requirements along FDOT roadways. The resulting field verified inventory will include City maintained stormwater structures, pipe culverts, canals and ditches, and ponds. All stormwater facilities will be assigned a unique asset ID number which can be linked to the City's asset management system software. Listed below are the types of stormwater infrastructure, which will be included in the citywide stormwater inventory. Some of the proposed features and attributes which will be included in the GIS are:



STRUCTURES

Type
Material
Condition
of Pipes
Grate Dimensions
Description
Obstructions
Notes
Photo



CULVERTS

Type
Material
Flow Dir
Cross Section
Shape
Condition
Notes
Outfall



CANALS / OPEN CHANNELS

Type
Shape
Material
Condition
Dimensions
Notes
Photo



PONDS

Type
Fencing
Condition
Inflows
Outfalls
Notes
Photo



ROADSIDE DITCHES / SWALES

Each of the tasks to be performed by SSMC in the scope of services is described below.

1. OBTAIN AND INSTALL SOURCE MATERIALS

1a. Review Inspection Criteria with QHA and City staff

The SSMC team will perform a condition assessment inspection on all stormwater structures documenting any damage or required maintenance. These inspections will review the interior and exterior conditions at each structure. In this task, SSMC personnel will coordinate with Quentin Hampton Associates and City staff to identify the specific inspection criteria to be used. These criteria will be programmed into SSMC's electronic data collectors and SSMC Field Teams will be trained in the features and attributes to be collected. SSMC's field instruction manual will be updated, documenting examples of the City's structures and collection methodologies as part of the quality control process to provide sufficient support materials to SSMC team members in the field.

1b. Obtain & Install County GIS Base Data

Volusia County GIS data including road centerlines, parcels, rights of way and address data will be obtained for the project area and installed on the SSMC team's servers. This data will be used to produce a series of work module maps defining the areas to be worked on by the field personnel.

1c. Obtain & Catalog Source Documents & Drawings

Source documents and construction drawings for FDOT Roadways in the Halifax, Nova Canal North and Nova Canal South drainage basins (SR5A – Nova Rd, SR421 – Dunlawton Ave, SRA1A – Dunlawton Ave, and US1 – Ridgewood Ave) will be provided to SSMC by Quentin Hampton Associates and will be used as reference materials for determining pipe connectivity, sizing and materials along the FDOT roadways. This approach will eliminate the need to open the FDOT structures and minimize the field effort along the FDOT roadways and will eliminate the need for Maintenance of Traffic requirements along FDOT roadways. Information from these documents will be cataloged for use by the office personnel during the data attributing.

1d. Prepare Work Module Maps for Field Teams

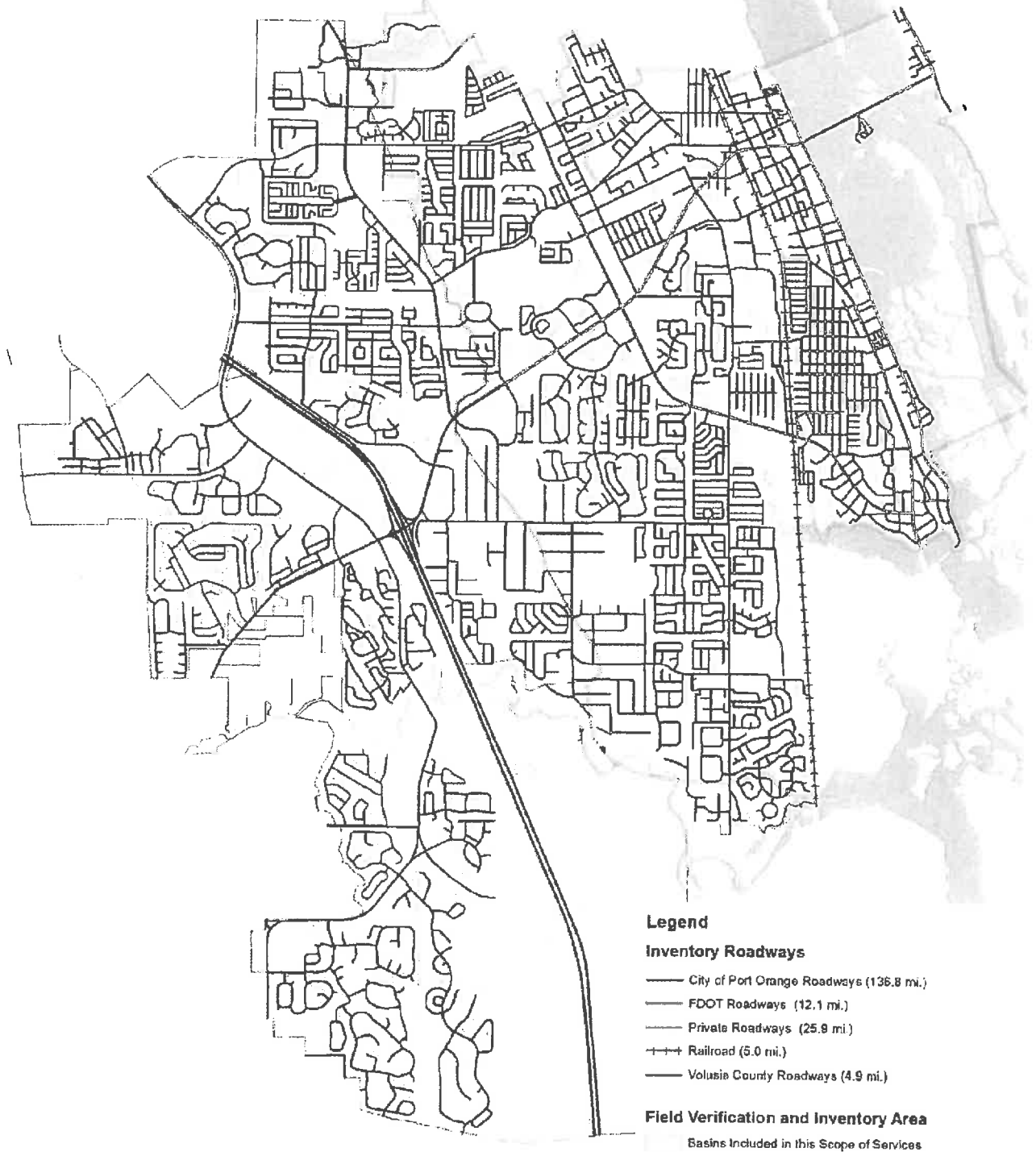
The City will be divided into a series of Work Module Maps which will be used by the field personnel as a guide while working along the roadway network.

Within the Halifax, Nova Canal North and Nova Canal South basins, SSMC has identified the following classes of roadway for inventory and inspection:

Roadway Type	Halifax	Nova Canal North	Nova Canal South	Total Mileage
FDOT Road	5.1 miles	3.0 miles	4.0 miles	12.1 miles
County Road	3.2 miles	0.8 miles	0.9 miles	4.9 miles
Railroad	1.0 miles	0 miles	4.0 miles	5.0 miles
Private Road	2.4 miles	9.0 miles	14.5 miles	25.9 miles
City Road	24.1 miles	31.2 miles	81.5 miles	136.8 miles
All Road Types	35.8 miles	44.0 miles	104.9 miles	184.7 miles

A map of the specific roadways to be inventoried is provided on the following page.

**City of Port Orange
Inventory and Inspection Roadways**



2. INSPECTION AND CONDITION ASSESSMENT OF CURRENTLY INVENTORIED STORMWATER FACILITIES

Using the existing citywide stormwater GIS layers as a starting point; each structure in the existing database will be visited to verify its location and type. The structures will be located and opened so that SSMC field personnel can verify the number of pipes connecting to the structure, and verifying pipe size and materials in the GIS.

Using sub-meter GPS receivers and data collectors, the SSMC field personnel will horizontally locate the structures with redundant GPS measurements and enter the required attributes into the data dictionary. No vertical or elevation data will be collected on the structures and culverts.



The drainage structure points will be located by direct measurement. The field inspector will position the antenna over the structure and take a minimum of fifteen redundant measurements in one second intervals. These measurements will be differentially corrected to improve positional accuracy. The final position will be determined by calculating the average of all redundant measurements at the drainage structure.

This will result in a very accurate and reliable position. When a direct GPS measurement is not possible due to tree cover or other satellite obstruction; an offset measurement will be recorded. Whenever pipes and culverts are obscured by obstructions, debris, silt, or water the field personnel will default to the attribute values obtained from the existing GIS or make a best guess estimate based on probing into the structure.

This verification process will insure that the stormwater database used for modeling accurately reflects the actual conditions in the field.

Pipes and culvert size and material will be verified as well. Each end of the linear features will be snapped to the GPS measured position in the office using the GPS collected structure positions defining the beginning and end of the culvert. Pipeline geometry will be digitized in a downstream flow direction.

Retention ponds and other unnamed water bodies in the existing inventory will be verified to insure that the pond is represented with its actual size and that the pond's outfall control structure exists in the inventory.

Each drainage structure will be photographed with a digital camera. The name of the photograph file will be entered into the data collector to link the image to the collected feature.



A review of the existing record drawing GIS inventory shows that the following numbers of existing stormwater facilities will be inspected as part of the field verification process:

Facility Type	Halifax	Nova Canal North	Nova Canal South	Total Facilities
Structures	734	773	1,867	3,374
Pipes	674	694	1,537	2,905
Canals /Ditches	24	43	48	115
Ponds	27	52	144	223
All Facilities	1,459	1,562	3,596	6,617

3. IDENTIFICATION, LOCATION, INSPECTION AND CONDITION ASSESSMENT OF ADDITIONALLY IDENTIFIED STORMWATER FACILITIES

It is understood that the existing inventory from record drawings was not comprehensive because records were not available for all stormwater facilities in the City. For this reason, SSMC field personnel will follow all named roadways within the inventory area to identify any additional structures, pipes, canals and ditches and ponds that will be need to be added to the inventory.

All newly identified stormwater facilities will be located horizontally, and attributed so that it will be compatible with the existing inventory. No vertical or elevation data will be collected on the newly identified structures and culverts. Retention ponds and other unnamed water bodies will be digitized as polygon features representing the water's edge for wet ponds, or the apparent top of bank for dry ponds.

A quality assurance review will be performed on the digital photographs taken of each of the drainage structures and ponds. Each photo will be compared to the attribute data to verify that the photograph is correctly linked to the feature.

In order to estimate the number of additional structures which may exist in the City, but are not currently in the GIS inventory, we are using an estimate of structure density per linear mile of roadway based on actual results observer on previous SSMC stormwater inventory projects in and around Volusia County.

For example, in Volusia County, SSMC's Orange City inventory showed 27.3 structures per mile of roadway. In Bunnell, in Flagler County, SSMC's inventory obtained 44.1 structures per mile of roadway. For this estimate, the following stormwater facilities density was used to calculate an estimate of the additional structures to be inventoried:

Roadway Type	Structure Density	Total Halifax Structs	Total Nova N Structs	Total Nova S Structs
FDOT Road	30 structures / centerline mile	153	90	120
County Road	30 structures / centerline mile	96	24	27
Railroad	20 structures / centerline mile	20	0	80
Private Road	27 structures / centerline mile	65	243	392
City Road	27 structures / centerline mile	651	842	2201
Estimated Total Structures		985	1,199	2,820
Less Structures currently in the existing Inventory		-734	-773	-1,867
Less Estimated Additional FDOT Structures		-153	-90	-120
Less Estimated Additional County, Railroad and Private Structures		-181	-267	-499
Estimated Additional City Structures to be inventoried		10	69	334

4. IDENTIFICATION AND LOCATION OF ADDITIONAL NON-CITY MAINTAINED STORMWATER FACILITIES (COUNTY, RAILROAD, PRIVATE)

Contributing drainage from stormwater facilities along County roadways, under the railroad, and private roadways need to be included in the City's drainage basin models for connectivity, but since these structures are not the City's maintenance responsibility, they are less critical from an asset management perspective. In order to minimize the cost associated with the additionally identified non-City maintained facilities, we are proposing to simply capture a GPS position for control at each structure and draw a pipe line to indicate connectivity without measuring the pipe or performing a condition assessment of the structure. This approach will provide basic information necessary for modeling but minimize the field effort along these roadways.

5. LOCATION OF FDOT STRUCTURES AND DIGITIZING OF FDOT PIPES FROM SUPPLIED RECORD DRAWINGS

Contributing drainage from stormwater facilities along FDOT roadways need to be included in the City's drainage basin models, but since these structures are not the City's maintenance responsibility, they are less critical from an asset management perspective. In order to minimize the cost associated with the FDOT facilities we are proposing to simply capture a GPS position for control at each FDOT structure and then digitize the FDOT pipes from record drawings provided by Quentin Hampton Associates. This approach will eliminate the need to open and inspect the FDOT structures and minimize the field effort along the FDOT roadways. This will also minimize or eliminate the need for Maintenance of Traffic requirements along FDOT roadways.

For this task, the estimated quantities for the structures along FDOT roadways were calculated as follows:

	FDOT Halifax Structs	FDOT Nova N Structs	FDOT Nova S Structs
FDOT Road miles	5.1 miles	3.0 miles	4.0 miles
30 structures / centerline mile	x 30 / mile	x 30 / mile	x 30 / mile
Estimated FDOT Structures	153	90	120

6. PREPARE FINAL DELIVERABLES

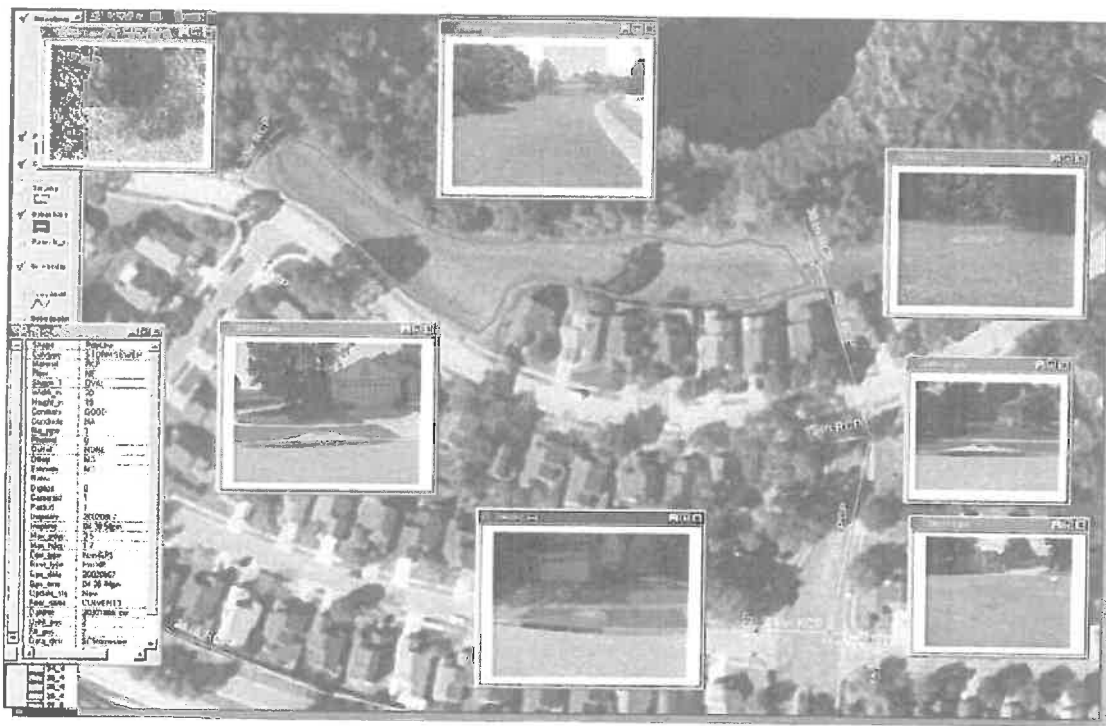
6a. Prepare GIS Maps and Databases

At the conclusion of the field verification and condition assessment, a new city-wide GIS database will be prepared containing all inventory data linked to photographs. All stormwater facilities will be numbered with a unique ID number which can be used to link the GIS to the City's asset management system. All data will be delivered as ESRI ArcGIS databases compatible with the City's existing GIS systems.

6b. Prepare Facilities, Damage and Required Maintenance Reports

A single page PDF report will be prepared for all stormwater facilities, identified damage locations, and areas requiring significant maintenance.

PROJECT DELIVERABLES



Project data will be delivered once all mapping activities have been completed in the City. Quentin Hampton Associates will receive a bi-weekly status report of all mapping activities within the City.

Final Deliverables shall consist of the following:

1. An ESRI ArcGIS geodatabase containing all collected stormwater infrastructure linked to digital photos of all collected data.
2. Digital photographs of all inventoried drainage structures and stormwater ponds.
3. A set of 24"x36" Stormwater Atlas Maps showing the City's Stormwater Infrastructure plotted on top of Volusia County aerial photography in Adobe PDF format.
4. A set of PDF files containing a single 8.5"x11" PDF report for each stormwater structure. An example of this type of report is provided as Exhibit "A"
5. A set of PDF files containing a single 8.5"x11" PDF report for each instance of observed damage or major required maintenance. An example of this type of report is provided as Exhibit "B"

Exhibit "A" – Sample Stormwater Structure Asset Report

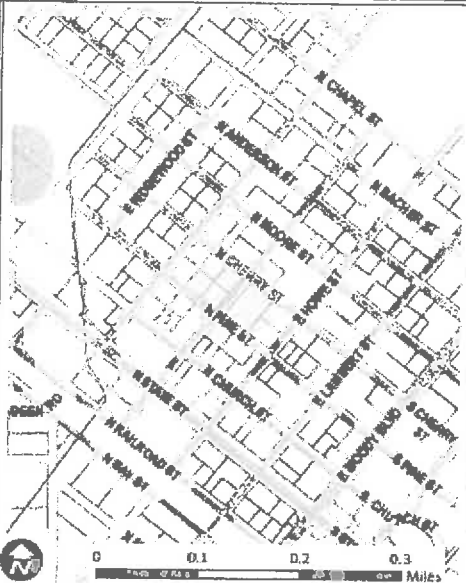
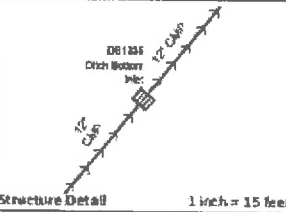
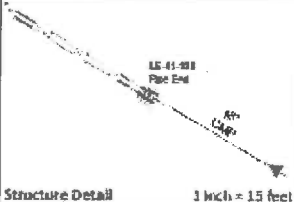
CITY OF BUNNELL STORMWATER STRUCTURE ASSET INVENTORY REPORT																			
																			
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Prepared By: SOUTHEASTERN SURVEYING & MAPPING CORP. 1600 A. AMERICAN BLVD. ORLANDO, FL 32810 (407) 282-4540		CITY OF BUNNELL Stormwater Facilities Inventory	Date Prepared: October 2014	Structure ID: DB1335															

Exhibit "B" – Sample Stormwater Structure Damage / Required Maintenance Report

CITY OF ORLANDO		STORMWATER STRUCTURE DAMAGE REPORT	
			
 Structure Detail 1 inch = 15 feet	Damage Information: Structure LE-41-D010 Basin ID: <u>LE-41</u> Type: <u>Maintenance</u> Inspection Date: <u>12/24/2013</u> Inspection Time: <u>10:21:40am</u> Northing: <u>1507875</u> / Easting: <u>583380</u> Notes: <u>Structure is buried, filled with dirt and debris.</u>		
			
Prepared By: SOUTHEASTERN SURVEYING & MAPPING CORP. 8500 A.W. AMERICAN BLVD., ORLANDO, FL 32810 (407) 292-8580		CITY OF ORLANDO Stormwater Facilities Inventory	
		Date Prepared: February 2015	Damage ID: LE-41-D010

PROJECT SCHEDULE

1. Obtain & Install Source Materials	2 weeks
2. Perform Field Verification and Condition Assessment	26 weeks
3. Perform Quality Control Review of the Collected Data	6 weeks
4. Prepare Final Deliverables for City	2 weeks

Total Project Duration	36 weeks
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PROJECT FEES

The lump sum fee required to conduct the Citywide Stormwater Infrastructure Field Verification and Condition Assessment for the City of Port Orange is One Hundred Forty Four Thousand Five Hundred Seventy and 00/100 dollars (\$144,570.00) as calculated using the man-hour estimate and labor rates shown on the following page.

07/08/16

SCOPE OF WORK						
	Estimated Quantities	Project Mgr.	GIS Tech. (hrs)	Field Tech. (hrs)	Other Costs	Total Fee
1. Obtain & Install Source Materials						
a. Review Inspection Criteria with OHA and City staff		4	8	0	\$0.00	\$1,168.00
b. Obtain & Install County GIS Base Data		0	4	0	\$0.00	\$332.00
c. Obtain & Catalog Source Documents and Drawings		0	16	0	\$0.00	\$1,328.00
d. Prepare Work Module Maps for Field Teams		0	16	0	\$0.00	\$1,328.00
2. Inspection and Condition Assessment of Currently Inventoried Stormwater Facilities						
a. Condition Assessment of Existing Inventoried Structures - Halifax Basin	734 Inventoried Structures	10	73	122	\$0.00	\$16,225.00
b. Condition Assessment of Existing Inventoried Structures - Nova North Basin	773 Inventoried Structures	10	77	129	\$0.00	\$17,068.00
c. Condition Assessment of Existing Inventoried Structures - Nova South Basin	1,867 Inventoried Structures	25	187	311	\$0.00	\$41,374.00
3. Identification, Location, Inspection and Condition Assessment of Additional City Maintained Stormwater Facilities						
a. Inventory of Additionally Identified Facilities - Halifax Basin	10 Estimated Additional Structures	0	3	4	\$0.00	\$541.00
b. Inventory of Additionally Identified Facilities - Nova North Basin	69 Estimated Additional Structures	2	23	29	\$0.00	\$4,278.00
c. Inventory of Additionally Identified Facilities - Nova South Basin	334 Estimated Additional Structures	11	111	139	\$0.00	\$20,746.00
4. Identification and Location of Additional Non-City Maintained Stormwater Facilities (County, Railroad, Private)						
a. Inventory of Additionally Identified Facilities - Halifax Basin	181 Estimated Additional Structures	2	19	24	\$0.00	\$3,581.00
b. Inventory of Additionally Identified Facilities - Nova North Basin	267 Estimated Additional Structures	3	29	36	\$0.00	\$5,413.00
c. Inventory of Additionally Identified Facilities - Nova South Basin	499 Estimated Additional Structures	5	54	67	\$0.00	\$10,003.00
5. Location of FDOT Structures and Digitizing of FDOT Pipes from Supplied Record Drawings						
a. GPS Location and Photograph of Structures along FDOT Roadways, Digitizing of Pipes from Records - Halifax Basin	153 Estimated FDOT Structures	2	43	31	\$0.00	\$6,084.00
b. GPS Location and Photograph of Structures along FDOT Roadways, Digitizing of Pipes from Records - Nova North Basin	90 Estimated FDOT Structures	1	25	18	\$0.00	\$3,515.00
c. GPS Location and Photograph of Structures along FDOT Roadways, Digitizing of Pipes from Records - Nova South Basin	120 Estimated FDOT Structures	2	34	24	\$0.00	\$4,826.00
6. Prepare Final Deliverables						
a. Prepare GIS Maps and Databases		8	24	0	\$48.00	\$3,048.00
b. Prepare Facilities, Damage and Required Maintenance Reports		8	32	0	\$48.00	\$3,712.00
Project Subtotal (hrs)						
		93	778	934		
Labor Rate (\$/hr)						
		\$126.00	\$83.00	\$73.00		
Project Total (\$)						
		\$11,718	\$64,574	\$68,182	\$96.00	\$144,570.00

**AGREEMENT FOR
STORMWATER ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 27th day of January 2016, by and between the City of Cocoa, a Florida Municipal Corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and Quentin L. Hampton Associates, Inc., a Florida corporation ("Engineer"), whose address is 4401 Eastport Parkway, Port Orange, Florida 32127 ("Agreement").

WITNESSETH:

WHEREAS, City has a need to obtain stormwater engineering services from time to time on an as-needed, task oriented basis; and

WHEREAS, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

WHEREAS, Engineer participated in the selection and negotiation process; and

WHEREAS, Engineer is willing to provide such stormwater engineering services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional two (2) year renewals. Any such extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this Agreement, as amended from time to time, which shall constitute authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

SCANNED

EXHIBIT "1"

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Engineer" shall mean Quentin L. Hampton Associates, a Florida corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 **Engagement.** The City hereby engages the Engineer and Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the fee schedule attached hereto as Attachment "A", and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase

order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Engineer without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 **General Services.** For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 **Additional Services Performed by Professional Associates and Consultants.** For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants. Prior to

payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named Interested party, City agrees to pay the Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Prompt Payment Act s.218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

5.6 Errors and Deficiencies. Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

5.8 Payment not Walver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by

Engineer.

6.2 No inspection, review, or observation shall relieve Engineer of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of \$1,000,000 as the combined single limit per claim and \$1,000,000 in the aggregate.

b. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

c. The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and minimum \$50,000 property damage as the combined single limit for each occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

d. The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article 10.1.b and 10.1.c as "additional insured." The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Engineer shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Engineer guarantees that all Services performed under this Agreement shall be free from claims of

patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other Item provided under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. In accordance with section 119.0701, Florida Statutes, Engineer agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. Engineer agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. Engineer also agrees to 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 by Chapter 119, Florida Statutes, or as otherwise provided by law. Engineer shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, Engineer shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Engineer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If Engineer does not comply with a public records request, the City shall have the right to enforce the provisions of this Paragraph. In the event that Engineer fails to comply with the provisions of this Paragraph, and the City is required to enforce the provisions of this Paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to Engineer's failure to comply with the provisions of this Paragraph, the City shall be entitled to collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against Engineer. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of Engineer's failure to comply with the provisions of this Paragraph. This Paragraph shall survive the termination of this Agreement.

a. **Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or

others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

b. **Ownership of Documents.** The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

15.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Engineer who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Engineer shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and

privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

17.2 Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

17.3 Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Engineer has committed any act of fraud upon the City; or

17.6 Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

17.8 Notwithstanding the aforementioned, in the event of a default by Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to paragraph 17.0 Default; (b) Engineer makes a general assignment for the benefit of its creditors; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement.

18.2 In addition, either party may terminate for convenience with no penalty at any time upon thirty (30) days advance written notice.

18.3 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

30.0 DRAFTING

30.1 City and Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:

Quentin L. Hampton Associates, Inc.

Attention: _____

4401 Eastport Parkway

Port Orange, Florida 32127

() - Phone

For City:

City of Cocoa

Attention: City Manager

65 Stone Street

Cocoa, FL 32922

(321) 433-8688 Phone

(321) 433-8698 Fax

31.2 Either party may change the notice address by providing the other party written notice of the change.

32.0 SOVEREIGN IMMUNITY

32.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY ENGINEER

33.1 Engineer hereby represents and warrants to the City the following:

a. Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

34.0 INDEMNIFICATION

34.1 Engineer shall indemnify and hold harmless the City, and its officers (including its City Attorneys) and

employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed by the Engineer in the performance of the Agreement and any Task Order.

34.2 Engineer shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Engineer's breach and caused by other persons employed by the Engineer in the performance of the Agreement and any Task Order.

The Indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

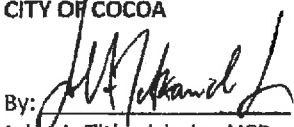
37.1 The Engineer for itself and its Sub-consultants, if any, certifies that:

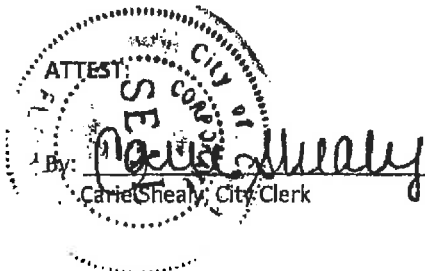
- a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;
- b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;
- c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.
- d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA

By: 
John A. Titkanich, Jr., AICP
City Manager



ENGINEER:

QUENTIN L. HAMPTON ASSOCIATES, INC.

By: 
Brad T. Blas, President

**STATE OF FLORIDA
COUNTY OF BREVARD**

This is to certify that the foregoing is a true and correct copy of records filed in the Office of the City Clerk.

Witness my hand and official seal this 9th day of February, 2016

CARIE SHEALY, CITY CLERK
CITY OF COCOA, FLORIDA
BY: 

"Attachment A"

QUENTIN L. HAMPTON ASSOCIATES, INC.
HOURLY RATE AND FEE SCHEDULE
CITY OF COCOA – STORMWATER ENGINEERING
(Revised November 2015)

Position	Rate
Expert Witness.....	\$250
Principal.....	\$175
Project Manager.....	\$175
Professional Engineer.....	\$140
Engineering Intern.....	\$100
Construction Services Supervisor.....	\$85
Production Supervisor.....	\$80
GIS Technician.....	\$75
CADD Technician.....	\$75
Grant/Funding Coordinator.....	\$70
Federal Grant Compliance Specialist.....	\$70
Construction Project Representative (Inspector).....	\$65
Sr. Administrative Supervisor.....	\$60
Administration Support.....	\$50

Construction Engineering and Inspection (CEI) Services

Senior Project Engineer.....	\$175
Project Administrator/Project Engineer.....	\$140
Assistant Project Administrator/Project Engineer.....	\$100
Senior Inspector/Senior Engineer.....	\$85
Utility Coordinator.....	\$85
Senior Inspection Building Structures.....	\$85
Resident Compliance Specialist.....	\$70
Inspector/Engineer Intern.....	\$65
Asphalt Plant Inspector.....	\$65
Public Information Officer.....	\$65
Building Inspector/Electrical.....	\$65
Contract Support Specialist.....	\$60
Associate Contract Support Specialist.....	\$50
Inspector's Aide.....	\$50
Secretary/Clerk Typist.....	\$50

Subsurface Utility Engineering (SUE) Services

Project Manager.....	\$140
Project Coordinator.....	\$75
Field Technician.....	\$65
Administrative Support.....	\$50
Vacuum Excavator.....	\$600/day
Ground Penetrating Radar (GPR).....	\$150/day
Truck.....	\$300/day

Building Code Services

Chief Building Official	\$85
Fire Safety-Inspector/Fire Systems Plan Review	\$80
Building Plans Examiner	\$75
Building Inspector	\$65

Reimbursable Expenses:

<u>Item</u>	<u>Fee</u>
Printing /Reproduction/Graphics	Actual Cost
Sub-Consultant Services	Actual Cost
SUE Field/Marking/Restoration Supplies	Actual Cost
Travel	Actual Cost
Sales Tax	Actual cost if/when sales tax is applicable

Schedule Notes:

1. Schedule shall be subject to annual adjustments
2. Reimbursables subject to a 10% administrative fee, if allowed or as otherwise specified in Contract.
3. Rates are hourly rates unless otherwise noted.
4. Rates reflect non-credit card/E-payment. Convenience fee of 2% to be charged for credit card/E-pay payments.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/03/2018

Consent item: Yes

SUBJECT: (B7e) Approval of Lien Recovery Agreement for 805 Canalview

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the Lien Recovery Agreement with a term of 5 years, subject to review and approval by the City Attorney's Office.

SUMMARY: The customer at 805 Canalview has requested additional time to pay for a leak (\$3,092.46) that occurred back in September 2017. The customer was in the hospital at the time the leak occurred and did not personally receive the AquaHawk messages. When he returned home, the leak was repaired.

Past practice on Lien Recovery Agreements has been a 3 year (36 month) term for repayment. In this instance, the customer would need to pay an additional \$85.91 along with the current amount owed on his monthly utility bill. The customer cannot afford this monthly installment and has requested a five year payback period which would make his additional payments approximately \$52/month. Since the leak occurred, he has been paying an additional \$50/month along with his regular utility payment.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Lien Recovery Agreement - Green	Lien Recovery Agreement - Green.pdf
2.	Green, Douglas M 805 Canalview Blvd Prt Screen	Green, Douglas M 805 Canalview Blvd Prt Screen.pdf

Tracey Riehm
Tracey Riehm
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 03/20/2018
Approved - 03/20/2018
Approved - 03/21/2018
Approved - 03/23/2018
Final Approval - 03/23/2018

AGREEMENT FOR LIEN RECOVERY

This Agreement for Lien Recovery ("Agreement") is made and entered into this ____ day of _____, 2018 (the "effective date"), by and between **Douglas M. Green** ("Utility Account Holder") and the Finance Director on behalf of the **City of Port Orange**, Florida, a Florida municipality ("City"), collectively referred to as the "Parties."

WHEREFORE, the Utility Account Holder is the owner of the property located at **805 Canal View Boulevard, Port Orange, Florida, Parcel No. 6337-04-00-0471** ("Subject Property"), where utility services are requested; and

WHEREFORE, the Utility Account Holder declares their intent to permanently reside at the Subject Property, referenced herein. Furthermore, Utility Account Holder declares said Subject Property shall be designated as their homestead; and

WHEREFORE, this Agreement is to pay the balance due and owing on an existing Claim of Lien ("Lien") against the Subject Property, bearing the date of March 13, 2018, recorded in Official Records Book 7519, Page 761 in the public records of Volusia County, Florida; and

WHEREFORE, the above referenced Lien is valid against the real property referenced herein and is superior and paramount to the interest in such land or premises of any owner, lessee, tenant, mortgagee or any other person, except the liens of state, county, and municipal taxes, and shall be on parity with the liens of such, pursuant to Section 159.17, Florida Statutes.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties hereto mutually agree as follows:

1. The City agrees to the establishment of utility service at Subject Property with the existing Lien balance, subject to the execution of this Agreement.
2. The outstanding Lien balance on the effective date of this Agreement is Three Thousand Ninety-Two and 46/100 Dollars (\$3,092.46). The Utility Account Holder agrees to make payments of the Lien balance to the City as follows: Fifty-Nine (59) successive monthly payments in the amount of Fifty-One and 50/100 Dollars (\$51.50) and a final payment of Fifty-Three and 96/100 Dollars (\$53.96). The initial payment shall be made upon execution of this Agreement and at the time service is established for the Subject Property.
3. The Lien recovery payment shall constitute a utility charge. Payment of the Lien shall be invoiced monthly commencing after the execution of this Agreement and established service at the Subject Property. Any payments for utility charges at the Subject Property shall be applied first to the Lien amount, with any remaining monies being applied to the current utility services account balance.
4. Upon establishing service, the City shall suspend any further accrual of penalties, interest, and late fees with regard to the outstanding balance of said Lien.
5. If any one of the monthly payments under this Agreement is not paid as and when due, and remains unpaid for 30 days or more after the due date, then the

Utility Account Holder shall be considered in default of this Agreement. In the event of a default of this Agreement, the City shall cause the accrual of penalties, interest, and late fees, previously suspended in consideration of this Agreement, to be reinstated as to the remaining balance of said Lien from date of default. In addition, in the event of default of this Agreement, there shall be a discontinuance of utility services without further notice to the Utility Account Holders.

6. Upon proof of receipt of full payment of the Lien amount, as referenced in Paragraph (1), the City shall immediately deem the Lien satisfied and shall execute and record a Satisfaction of Lien in the public records of Volusia County within the time permitted under the Florida Statutes.

This Agreement incorporates and makes a part hereof the above-referenced Claim of Lien. Furthermore, as it relates to said Lien, this Agreement shall be construed and enforced according to the provisions of Chapters 2 and 74, Code of Ordinances, City of Port Orange, and Section 159.17, Florida Statutes, and any other applicable laws of the State of Florida.

This Agreement forms the entire agreement between the Parties and supersedes any prior discussions or correspondence. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

Utility Account Holder has read the foregoing Agreement in its entirety, and voluntarily agrees to each of its terms with full knowledge thereof. Furthermore, they acknowledge and understand that they have the opportunity to have outside counsel of their choice review this Agreement.

IN WITNESS THEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the date above.

DOUGLAS M. GREEN

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by DOUGLAS M. GREEN, who has produced identification or is personally known to me.

Notary Public, State of Florida
Printed Name, Stamped Commission, Seal, and Term

City of Port Orange

By: _____
Tracey Riehm, Finance Director

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Tracey Riehm, as Finance Director for the City of Port Orange, a Florida municipality, on behalf of the city and who is personally known to me.

Notary Public, State of Florida
Printed Name, Stamped Commission, Seal, and Term

Reviewed by Attorney: _____ Date: _____

Customer ID: 20975 Name: GREEN, DOUGLAS MIZELLE
Location ID: 20886 Addr: 805 CANALVIEW BLVD
Cycle/route : 04 21 Amount due : 3,092.46
Initiation date . . : 6/29/87 Pending : 10.00
Termination date . : Customer/location status . : A

Type options, press Enter.

5=Display

Opt	Trn Type	Trn/Due Date	Description Bill Comment	Trn/Prv Amount	Reference Date/Num	Running Balance
—	BL BILL	2/27/18	CYCLE BILL	102.70	2/28/18	3,092.46
—	DT PMT	2/27/18	IKALISIAK 02271879	100.00-		2,989.76
—	OC PMT	2/05/18	KCRENSHAW 02051816	100.00-		3,089.76
—	BL BILL	1/25/18	CYCLE BILL	47.08	1/26/18	3,189.76
—	OC PMT	1/04/18	KCRENSHAW 01041814	100.00-		3,142.68
—	BL BILL	12/27/17	CYCLE BILL	74.50	12/28/17	3,242.68
—	OC PMT	12/13/17	EALCONCHEL12131713	32.82-		3,168.18
—	BL BILL	11/28/17	CYCLE BILL	32.82	11/29/17	3,201.00

More...

F3=Exit F5=Adjustments F7=Pending F8=Charges F9=Print history
F10=Change view F11=Payments F12=Cancel F24=More keys



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/03/2018

Consent item: Yes

SUBJECT: (B8) Resolution No. 18-5 - Budget Appropriation

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-5.

SUMMARY: *Fund Babe Ruth (Increase revenue, transfer balance needed from CM contingency)

*FIND Grant for Causeway Docks/Piers VO-PO-17-122E \$250,000 (Project QPC062)

*FIND Grant for Causeway Northwest Boat Dock VO-PO-17-123E \$200,000 (Project QPC081)

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 18-5	d Bud Reso 18-5 - Misc - CC Mtg 04-03-18.pdf
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Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 03/23/2018
Approved - 03/26/2018
Approved - 03/27/2018
Final Approval - 03/27/2018

RESOLUTION NO. 18-5

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROPRIATING
OPERATING, AND CAPITAL FUNDS TO BUDGET
FOR THE FUNDING OF BABE RUTH BASEBALL; TO
BUDGET FOR THE FLORIDA INLAND NAVIGATION
DISTRICT (FIND) GRANT AGREEMENT VO-PO-17-
122E; TO BUDGET FOR THE FLORIDA INLAND
NAVIGATION DISTRICT (FIND) GRANT
AGREEMENT VO-PO-17-123E SETTING FORTH
REVENUES AND EXPENDITURES; AND PROVIDING
AN EFFECTIVE DATE.

WHEREAS, the City Council has approved the funding of Babe Ruth Baseball; and

WHEREAS, the City Council has approved the FIND Grant Agreement VO-PO-17-122E for the Causeway Park Fishing Pier Repair and Improvement Project QPC062;
and

WHEREAS, the City Council has approved the FIND Grant Agreement VO-PO-17-123E for the Causeway Park Northwest Boat Dock Repair and Replacement Project QPC081; and

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

Section 1. The funds for the City operating and capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2017 through September 30, 2018.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be

affected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

FY2018 General Fund 001
Prepared: March 23, 2018
Finance: Finance Staff

		<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>		
Athletic Registration	\$	3,000
Total Revenues:	<u>\$</u>	<u>3,000</u>
<u>Expenditures:</u>		
City Manager - Contingency	\$	(12,194)
Athletics		3,000
Athletics		12,194
Total Expenditures:	<u>\$</u>	<u>3,000</u>

To budget for the funding of Babe Ruth Baseball.

FY2018 General Capital Fund 317
Prepared: March 23, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
State Grants - Florida Inland Navigation District (FIND) Project Agreement Project No. VO-PO-17-122E Causeway Park Fishing Pier Repair and Improvements (All Piers) City Project No. QPC062	\$ 250,000
State Grants - Florida Inland Navigation District (FIND) Project Agreement Project No. VO-PO 17-123E Causeway Park Northwest Boat Dock Repair and Replacement City Project No. QPC081	200,000
Total Revenues:	<u><u>\$ 450,000</u></u>
<u>Expenditures:</u>	
Non-Departmental - Capital Outlay	250,000
Non-Departmental - Capital Outlay	200,000
Total Expenditures:	<u><u>\$ 450,000</u></u>

To budget for 2 (two) FIND Grants for repairs to the Causeway Docks.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/03/2018

Consent item: Yes

SUBJECT: (B9) Conflict Wavier Request - Akerman, LLP

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve the Akerman LLP request, and to authorize the city manager to execute the attached Consent and Waiver of conflict.

SUMMARY: Akerman LLP represents the City of Port Orange by serving as bond counsel for the city. Sun Communities, Inc. owns the parcel where the Daytona Beach RV Resort is located on Clyde Morris Boulevard in the City of Port Orange. Sun Communities seeks to use the legal services of Akerman, LLP to assist the owner with a comprehensive land use amendment, a rezoning and other development approvals. Akerman, LLP by the attached letter is requesting permission of the City of Port Orange and Sun Communities, Inc. to provide legal representation to both clients. If the City Council approves the waiver, Akerman, LLP will be authorized to represent Sun Communities, Inc. for the development applications and in the event of any litigation against the city relating to the development applications.

The legal work of bond counsel is distinct from the legal work relating to development approvals. The City Attorney does not foresee a negative impact to the performance of the bond counsel work and does not have an objection to the consent and waiver of any potential conflict that might arise.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Conflict Waiver Request	Conflict Waiver Request.pdf
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Tracy London
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 03/08/2018
Approved - 03/21/2018
Approved - 03/23/2018
Final Approval - 03/23/2018



James H. McNeil, Jr.

Akerman LLP
420 South Orange Avenue
Suite 1200
Orlando, FL 32801-4904

D: 407 419 8543
T: 407 423 4000
F: 407 843 6610
Jim.Mcneil@akerman.com

March 6, 2018

Sun Communities, Inc.
Attn: James R. Hoekstra
Senior Vice President/Operations and Sales
27777 Franklin Road
Suite 200
Southfield, MI 48034

City of Port Orange, Florida
Attn: Jake Johansson, City Manager
1000 City Center Circle
Port Orange, FL 32129

Re: Conflict of Interest Waiver

Dear Mr. Hoekstra and Mr. Johansson:

Akerman LLP ("Akerman") has been asked to represent Sun Communities, Inc. ("Sun") in obtaining a comp plan amendment, rezoning, and other approvals for property owned by Sun located on Clyde Morris Boulevard in the City of Port Orange, Florida (the "Current Matter"). Akerman represents the City of Port Orange, Florida (the "City") by serving as bond counsel for the City (the "Existing Matters"). While we don't currently have an active financing matter for the City and a conflict of interest may not technically exist, due to our long relationship with the City, we are, out of an abundance of caution, requesting a conflict waiver from the City.

The purpose of this request is to obtain a waiver of conflict of interest to represent (a) Sun in connection with the Current Matter; and (b) the City in the Existing Matters.

Rule 4-1.7 of the Rules of Professional Conduct provides as follows:

- (a) Representing adverse interests. A lawyer shall not represent a client if the representation of one client will be directly adverse to another client or there is a substantial risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.
- (b) A lawyer may represent a client if:

44269498;1

akerm44291626;1

44292237;1

- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) the representation is not prohibited by law;
- (3) the representation does not involve the assertion of a position adverse to another client when the lawyer represents both clients in the same proceeding before a tribunal; and
- (4) each affected client gives informed consent, confirmed in writing or clearly stated on the record at a hearing.

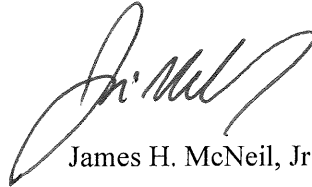
As a general proposition, loyalty to a client prohibits undertaking representation directly adverse to that client's or another client's interest without the affected client's consent. That prohibition arises from the possibility that the firm's responsibilities of loyalty and confidentiality to its client might be compromised by its representation of the other client. Loyalty may also be impaired when the firm cannot consider, recommend or carry out an appropriate course of action for one client because of the firm's other responsibilities or interests.

We have discussed with each of you the material aspects of these circumstances and believe that we are able to provide competent and diligent representation to both (a) Sun in connection with the Current Matter, and (b) the City in connection with the Existing Matters. In the event any dispute arises in the future between Sun, on the one hand, and the City, on the other, we will represent Sun in connection with any such dispute, including, without limitation, litigation, and by executing the attached consent, the City expressly consents to such representation of Sun by us.

We appreciate your courtesies in waiving this conflict of interest and allowing us to continue to serve you. We apologize for burdening you with this request, but we take the Rules of Professional Conduct very seriously and I know that you would not want it otherwise.

Sincerely,

AKERMAN LLP



James H. McNeil, Jr.

CONSENT AND WAIVER BY SUN COMMUNITIES, INC.

The undersigned hereby confirms that Sun Communities, Inc. ("Sun") has no objection to the representation by Akerman LLP of the City of Port Orange, Florida and Sun on the terms set forth in this letter and, subject to the terms and conditions set forth in this letter, hereby expressly waives any conflict of interest that might otherwise arise as the result of that representation. The undersigned further confirms that Sun has had the opportunity to consult with and be advised by independent counsel with respect to the conflict waiver discussed in this consent.

Dated: _____ 2018

SUN COMMUNITIES, INC.

By: _____

Name: _____

Title: _____

CONSENT AND WAIVER BY THE CITY OF PORT ORANGE, FLORIDA

The undersigned hereby confirms that the City of Port Orange, Florida (the "City") has no objection to the representation by Akerman LLP of the City and Sun Communities, Inc. on the terms set forth in this letter and, subject to the terms and conditions set forth in this letter, hereby expressly waives any conflict of interest that might otherwise arise as the result of that representation. The undersigned further confirms that the City has had the opportunity to consult with and be advised by independent counsel with respect to the conflict waiver discussed in this consent.

Dated: _____ 2018

CITY OF PORT ORANGE, FLORIDA

By: _____

Name: _____

Title: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/03/2018

Consent item: No

SUBJECT: (F13) Golf Advisory Board Update

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION:

SUMMARY:

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick

Created/Initiated - 03/13/2018



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/03/2018

Consent item: No

SUBJECT: (G14) Resolution No. 18-6 - Repeal of Resolution No. 06-75 relating to the Youth Advisory Board

DEPARTMENT: City Clerk

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to adopt Resolution No. 18-6 Repealing the Youth Advisory Board

SUMMARY: The City of Port Orange established a Youth Advisory Board (YAB) on August 1, 2006 through Resolution No. 06-75. The main goals of the board included advising City Council on matters that affect youth in the community, improve the community, and earn community services hours and other endeavors. The YAB is an official board of the City of Port Orange and is therefore subject to the same sunshine laws as the City Council.

Specifically, members of the YAB cannot communicate with each other regarding business outside of a noticed meeting and they cannot hold a meeting without a quorum. There are currently 14 members and each meeting requires a minimum of 8 attendees for a quorum. The average number of members that show is 3 and of the 7 scheduled meetings this year, we have only been able to meet twice. This has proven especially difficult this year. Even with phone call and email reminders, most members of the YAB do not attend meetings. A majority of the members also do not notify City staff that they will be absent and are therefore considered unexcused absences. There are currently several of members that have had 3 or more unexcused absences. The resolution establishes a maximum of three unexcused absences. In this instance, the YAB could remove these members, however there has not been a quorum since December 4, 2017 and the YAB cannot remove the members without an official meeting to do so. Staff realizes that the teenagers on the YAB are generally very active with other activities and possibly jobs. In addition, youth today communicate in a way that is significantly hindered by Florida Sunshine law and that limits their ability to get work done in this strict environment. Based on this, staff recommends disbanding the YAB and reorganizing next year under a different format. We expect the new format to include a number of changes to increase the efficiency and flexibility of this group including:

- Not being an official board of the City of Port Orange, which would allow the youth more flexibility in communication.
- It would include an application process that would discourage youth who are not invested from applying.
- It would include an easier process for removing individuals who are not

participating.

Many cities with youth boards have gone in this direction recently and have very strong programs. Many of those programs were well represented at the Florida League of Cities (FLC) youth board training last year at the FLC conference in Orlando. Staff needs time to organize a new framework that would be more productive to the youth who are interested. This is why we request that we repeal the YAB and begin anew next year.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 18-6	Reso. No. 18-6.pdf
2.	Resolution 06-75	Resolution Establishing Board.pdf

Robin Fenwick	Created/Initiated - 02/23/2018
Alan Rosen	Approved - 03/20/2018
Margaret Roberts	Approved - 03/23/2018
Jake Johansson	Approved - 03/27/2018
Robin Fenwick	Final Approval - 03/27/2018

RESOLUTION NO. 18-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REPEALING RESOLUTION 06-75; DISBANDING THE YOUTH ADVISORY BOARD OF THE CITY OF PORT ORANGE, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council initially created the Youth Advisory Board by adopting Resolution 06-75; and

WHEREAS, the City Council has deemed it prudent to disband the Youth Advisory Board to allow for reorganization.

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

SECTION 1. The City Council of the City of Port Orange, Florida hereby repeals Resolution 06-75, disbanding the Youth Advisory Board.

SECTION 2. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2018

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

Resolution NO. 06- 75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA ESTABLISHING A YOUTH ADVISORY BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City recognizes that the well being of young people is of great importance to the City and its citizens: and

WHEREAS, the City recognizes that input from young people can be especially helpful in developing plans to assist the youth of the community, and awareness of issues particular to the young; and

WHEREAS, the City recognizes that allowing youth to assume a role of youth advisor to the City Council promotes: 1) interest in local government; 2) leadership skills; 3) self-esteem; 4) responsibility; and 5) provides valuable experience in the process and procedures of local government.

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

Section 1. The city of Port Orange hereby creates and establishes the Youth Advisory Board (YAB) for the City of Port Orange.

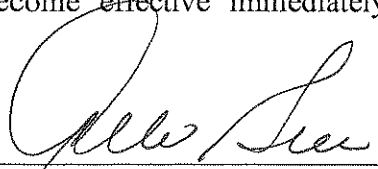
Section 2. The Youth Advisory Board shall serve in an advisory capacity to the City Council to provide the council with an authoritative source of information and representative opinion regarding youth and youth concerns.

Section 3. The Youth Advisory Board shall organize in a manner and structure similar to the presentation made by Spruce Creek students to the city council on January 17, 2006, which allows for the elected representation of students and youth from Port Orange schools serving youth between the ages of 13-18 years of age. The Youth Advisory board shall conduct its meetings at times convenient to the public and provide reports to the City Council as needed.

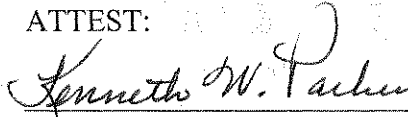
Section 4. The policies and procedure of the Youth Advisory Board, including membership representation, shall be created and approved by the City Manager or his designee.

Section 5. The Youth Advisory Board shall be supported by the City staff and conduct its meetings utilizing proper parliamentary procedure and in accordance with the Florida Sunshine Law.

Section 6. This resolution shall become effective immediately upon adoption.

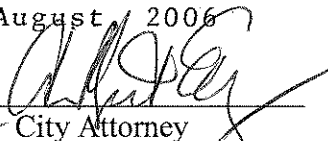

MAYOR ALLEN GREEN

ATTEST:


Kenneth W. Parker, City Manager

Adopted on the 1 day of August, 2006

Reviewed and Approved:


City Attorney

July 19, 2006

Youth Advisory Board

Background: The Youth Advisory Board is a concept supported by the Port Orange City Council. The Assistant City Manager for Port Orange, William Whitson, was requested by the City Manager to explore ways to implement this idea. The concept was proposed for the Student Government Day program for Spruce Creek High School freshmen I.B. students. For the past three years, groups of students have been trying to organize this proposed board into an actual advisory board to Port Orange City Council. In April of 2005, a group of students working on this project got it right. Cindy Juarez, Rebecca Wise, Amanda Cone, and Jenny Juarez presented their ideas for the creation and function of the Youth Advisory Board. On January 17, 2006 City Council was so impressed with the students presentation, that they asked for this board to become an official advisory board for the city of Port Orange.

Purpose of the Board: The Youth Advisory Board is designed to have multiple purposes. It provides an opportunity for young people to have their voices heard on issues that are important to them. It provides City Council with an advisory board that can help shape their decisions on issues that pertain to middle and high school students. In addition, it provides several other opportunities for student members:

- Learn about and become involved with local government
- Civic Education
- Be a mentor to younger students
- Be mentored by city officials
- Opportunities to become a youth member on other Port Orange Boards and commissions
- Opportunity to improve community
- Develop skills. (Leadership, speaking, writing, etc.)
- Earn community service hours for school
- Looks good on college applications

Important Organizational Questions: On July 7, 2006 a group of students from Atlantic and Spruce Creek High School met to discuss key questions regarding the organization of the Youth Advisory board. Listed below are their recommendations and suggestions to the City Council. Once Council provides direction on these issues, staff will develop the final ordinances and resolutions to create the Youth Advisory Board.

1. **Where will the members of the board come from?** Members will be chosen from the middle and high Schools in Port Orange.
2. **How many people will be on the board?** There will be 20 total people on the board. One 7th grader and one 8th from each middle school and two students from each grade level from the high schools

3. **How are students selected to be on the board?** Students must be on the SGA at their school. The SGA will select the students that will represent the school. The City Council shall ratify the selection requested by the respective SGA's.
4. **Is Port Orange Residency Required?** There is no residency restriction.
5. **How are officers selected?** Officers must be in high school. The President must be either a junior or senior. Members of the board will vote for officers.
6. **What officer positions are available?** The officer positions are: President Vice President, Secretary/Treasurer.
7. **Is there a GPA requirement?** Yes. To be on the Board you must have at least a 2.0 GPA and to be on the Executive Board you must have at least a 2.5 GPA.
8. **How is the Board divided?** The board is divided into two parts. The house (board) and the Executive (officers)
9. **What types of projects will the Youth Advisory Board be working on?** The YAB will be doing several projects, and each year the YAB must do at least 2 projects that benefit the community. Some projects being considered are: Supporting charity fundraisers, Port Orange Family Days, tutoring, recycling programs, suicide prevention, and community beautification programs. In addition, the Youth Advisory Board will be doing annual team building exercises as well as annual conferences to outline goals for each year.
10. **How long are the terms?** Each term will last for one school year.
11. **Must I attend every meeting?** A member of the board is only allowed 3 unexcused absences, and then a different student would be selected by the SGA of the school will replace them on the board.
12. **Will the Youth Advisory Board be an official advisory board to the Port Orange City Council?** Yes. The Youth Advisory Board shall report on it's activities monthly to the Port Orange City Council. The youth Advisory Board shall operate as all other advisory boards to the city.
13. **What types of goals are set for the first year of the board?** The board should focus on working two or three projects per year. The bottom line is we want to make a difference. That will be our goal in everything we do.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/03/2018

Consent item: No

SUBJECT: (G15) First Reading - Ordinance No. 2018-4 - Increasing Fire Pension Board Terms to Four Years.

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-4.

SUMMARY: The Fire Pension Board of Trustees has requested an amendment to the governing ordinance to increase the term of office from two years to four years. The amendment is permitted by Florida law. The terms for two trustees expire on December 31, 2018 and the terms for three trustee expire on December 31, 2019. The attached ordinance provides for each trustee to serve a four year staggered term beginning January 1, 2019 and January 1, 2020, respectively.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-4	Ord. No. 2018-4 .pdf
2.	Port Orange Fire Pension Plan Request for Staggered Terms	Port Orange Fire Pension Plan Request for Staggered Terms.pdf

Tracy London
Margaret Roberts
Jamie Miller
Jake Johansson
Robin Fenwick

Created/Initiated - 02/09/2018
Approved - 03/26/2018
Approved - 03/26/2018
Approved - 03/27/2018
Final Approval - 03/27/2018

ORDINANCE NO. 2018-4

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 54-79(a) RELATING TO THE FIRE PENSION FUND BOARD OF TRUSTEES TERM OF OFFICE; PROVIDING FOR STAGGERED TERMS OF FOUR YEARS FOR EACH TRUSTEE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange (the “City”) has established a Fire Pension Fund (“Pension Fund”); and

WHEREAS, Section 175.061(a), Florida Statutes, provides that trustees may serve terms of up to four years; and

WHEREAS, Section 54-79(a) of the City Code provides that trustees of the Pension Fund shall serve concurrent two-year terms; and

WHEREAS, the trustees of the Fire Fund have requested and approved an amendment providing for staggered four-year terms; and

WHEREAS, the trustees of the Pension Fund have considered such an amendment to be in the best interest of the participants and beneficiaries to improve the administration of the Pension Fund;

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change; and

WHEREAS, the City Council has determined that is in the best interest of the citizens of the City of Port Orange to amend Section 54-79(a) as set forth hereinafter.

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. Section 54-79(a) of the Port Orange Fire Pension Fund is hereby amended as follows:

Sec. 54-79. Board of trustees.

(a) *Authority; membership; term of office.*

(1) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this article are hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the city council, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided for in this subsection, and such person's name shall be submitted to the city council. Upon receipt of the fifth person's name, the city council shall, as a ministerial duty, appoint such person to the board of trustees as the fifth trustee. The fifth trustee shall have the same rights as each of the other four trustees appointed or elected as provided in this subsection, ~~and shall serve a two-year term, unless he sooner vacates the office. Each resident trustee shall serve as trustee for a period of two years, unless he sooner vacates the office or is sooner replaced by the city council, at whose pleasure he shall serve. Each member trustee shall serve as trustee for a period of two years, unless he sooner leaves the employment of the city as a firefighter or otherwise vacates his office as trustee, whereupon a successor shall be chosen in the same manner as the departing trustee. Each trustee may succeed himself in office.~~ DROP participants can be elected as but not vote for elected trustees. The board shall establish and

administer the nomination and election procedure for such election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained in this article, the power to bring and defend lawsuits of every kind, nature and description.

(2) All trustees may serve successive terms. Commencing January 1, 2019, the term of office for two trustees, including, one elected and one resident appointed trustee, shall be four years. Additionally, commencing January 1, 2020, the term of office for three trustees, including the second elected trustee, the second resident appointed trustee and the fifth trustee, shall be one year, and thereafter commencing January 1, 2021, the term of office for the same three trustees shall be four years. Each resident appointed trustee may be replaced by the city council at whose pleasure the trustee shall serve. If a firefighter trustee is not employed by the city as a firefighter or a trustee vacates the office then a successor shall be chosen in the same manner as the departing trustee, to serve the remainder of the term.

Section 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Section 5 This ordinance amendment shall take effect upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____, 2018.

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

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

London, Tracy

From: ENRIGHT <juliechrismail@bellsouth.net>
Sent: Friday, March 02, 2018 11:32 AM
To: Roberts, Margaret
Cc: Pedro Herrera; Jessica De La Torre Vila
Subject: Port Orange Fire Pension Plan
Attachments: Board List - Jan. 2018.doc; PO.POLICE.ORD.TERMS.pdf

The Board of Trustees for the Port Orange Fire and Rescue Pension Plan discussed the terms of office of the Trustees at the quarterly meeting on February 19, 2018. The Board would like to request that the City consider changing the terms of office to four years. Attached is the similar Ordinance adopted by the Police Pension Board. In addition, attached is the terms of office for the current Fire Trustees. Jim Reardon was recently reappointed by City Council. Joe Meeske was recently elected and Chris Taylor (fifth member) was recently appointed by the Board and confirmed by City Council.

Please consider initiating this change and revision to the Ordinance. If you have any questions or concerns, please let me know.

Thank you for your consideration.

Julie Enright

Fire Pension Plan Administrator

321-427-2223



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/03/2018

Consent item: No

SUBJECT: (G16) FY2017 Audit (CAFR)

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to accept the financial report for the fiscal year ended September 30, 2017 as presented

SUMMARY: The City's auditors, James Moore & Co will present the Comprehensive Annual Financial Report (CAFR) for the year ended September 30, 2017. The document will be sent to Council under separate cover once available.

UPDATE 4/2/18: CAFR HAS BEEN ATTACHED.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	2017 CAFR	2017 CAFR.PDF
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Tracey Riehm

Tracey Riehm

Jake Johansson

Robin Fenwick

Created/Initiated - 03/23/2018

Approved - 03/29/2018

Approved - 03/29/2018

Final Approval - 03/29/2018

**COMPREHENSIVE ANNUAL
FINANCIAL REPORT**

CITY OF PORT ORANGE, FLORIDA

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017

Prepared by:
Finance Department
Tracey Riehm, Finance Director

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City of Port Orange, Florida
Comprehensive Annual Financial Report
For the Fiscal Year Ended September 30, 2017



Mayor

Donald Burnette

Council Members

District 1—Bob Ford

District 2—Chase Tramont

District 3—Drew Bastian

District 4—Scott Stiltner

City Manager

Michael Johansson

City Attorney

Margaret Roberts

Finance Director

Tracey Riehm, CPA



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

March 28, 2018

To the Honorable Mayor, Members of the City Council, and Citizens of the City of Port Orange.

State law requires that all general-purpose local governments publish within nine months of the close of each fiscal year a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. We hereby issue the comprehensive annual financial report of the City of Port Orange for the fiscal year ended September 30, 2017.

This report consists of management's representations concerning the finances of the City of Port Orange. Consequently, management assumes full responsibility for the completeness and reliability of all the information presented in this report. To provide a reasonable basis for making these representations, management of the City of Port Orange has established a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Port Orange's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City of Port Orange's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

James Moore & Co., P.L., a firm of licensed certified public accountants has audited the City of Port Orange's financial statements. The goal of the independent audit was to provide reasonable assurance that the financial statements of the City of Port Orange for the fiscal year ended September 30, 2017, are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation.

The independent auditors concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of Port Orange's financial statements for the fiscal year ended September 30, 2017, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

"Growing In Beauty and Opportunity"

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview and analysis to accompany the basic financial statements. This letter of transmittal is designed to complement MD&A and should be read in conjunction with it.

Profile of Government

The City of Port Orange, incorporated in 1925, is in east central Florida. Central Florida ranks as one of the fastest growing areas in the United States, and the City of Port Orange has followed this pattern steadily, growing from a population of 3,700 people in 1973 to an estimated 59,623 in 2017. The City of Port Orange currently occupies a land area of 28.86 square miles.

The City of Port Orange has operated under the council-manager form of government with a City Council consisting of the Mayor and four other members. The Mayor and Council members are non-partisan and elected to serve four-year staggered terms. The Council is the governing board and has legislative responsibilities including setting policy, adopting ordinances and resolutions, adopting an annual millage rate and budget, appointing committees, and appointing both the City Manager and Attorney. The City Manager is responsible for carrying out the policies and ordinances of the governing body, for overseeing the day-to-day operations of the City and for appointing the heads of various departments.

Port Orange provides a full range of services, including police, fire and rescue, street construction and maintenance, planning and zoning, parks and recreation, cultural events and general administrative services. In addition, water and sewer service, solid waste collection, storm water and a golf course are provided under an Enterprise Fund concept with user charges established by the City Council to ensure adequate coverage of operating expenses and payments on outstanding debt. Vehicle maintenance, building maintenance, data processing, lease and replacement, self-insurances and loan pool activities are provided through Internal Service Funds. The City of Port Orange provides water and sewer service outside the city limits, including the City of Daytona Beach Shores, the Town of Ponce Inlet, and certain unincorporated parts of Volusia County. The City of Port Orange contracts with a private enterprise for solid waste collection.

The annual budget serves as the foundation for the City of Port Orange's financial planning and control. All departments of the City of Port Orange are required to submit requests for appropriation to the City Manager. The City Manager uses these requests as the starting point for developing a proposed budget that is presented to the City Council. The council is required to hold two public hearings on the proposed budget and to adopt a final budget no later than September 30, the close of the City of Port Orange's fiscal year. The appropriated budget is prepared by fund, function and department. Subject to City Manager approval, department heads may make transfers of appropriations within a department. Transfers of appropriations between departments, however, require approval of the City Council. Budget-to-actual comparisons are provided in this report. The general fund and a major capital project fund comparison are presented as part of the required supplemental information for the City. Other funds are presented in the combining and individual fund statements section.

Factors Affecting Financial Condition

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the City of Port Orange operates.

Local economy: The City of Port Orange currently enjoys a favorable economic environment and local indicators point to continued stability. Recovering property values led to an increase of 7.0% in taxable value for the year ended September 30, 2017. The City's business district is expected to maintain its current occupancy rate with a variety of stores, specialty shops and commercial businesses, and residential growth is stable. Based upon permitting activity, development and construction of Commercial Retail Space is expected to be steady during the foreseeable future, fueled by local and regional populations.

Financial policies: The City has adopted a fund balance and working capital policy of maintaining an unassigned fund balance of between 30% and 35% of operating expenditures (less transfers) in the General fund. When working capital drops below 30%, the City is required to develop a plan to restore working capital to at least 30% within three years. During the year ended September 30, 2017 the City was struck by two natural disasters; Hurricane Matthew on October 6, 2016 and eleven months later Hurricane Irma on September 9, 2017. Clearing debris and repairing damaged infrastructure was primarily funded by the General Funds, and has strained City resources. The City expects FEMA reimbursements to largely replenish its reserves within the required timeframe.

Working capital of between 25% and 30% of operating expenses (less transfers) will be maintained for major enterprise funds excluding the Golf Course Fund.

The City's investment policy's foremost objective is ensuring the safety of the portfolio's principal. The portfolio shall be managed in a manner not only to maintain liquidity so reasonable anticipated cash flow requirements can be met in an orderly manner but also to attain a market rate of return throughout budgetary and economic cycles. The majority of investments other than pension funds held by the government during the fiscal year ended September 30, 2017, are classified low risk as defined by the Governmental Accounting Standards Board.

Risk Management: The Risk Management Program includes coverage for exposure regarding Workers' Compensation, Property Damage, General Liability, Pollution, Errors and Omission, Crime, Boiler and Machinery, Accidental Death and Dismemberment, and Health Maintenance Options. Based on conservative projections adequate reserves are in place to meet loss expectations.

Pension Trust Fund Operations: The Municipal Firefighter's, Police Officer's and General Employee's Pension Trust Funds are managed by contracted investment firms which are overseen by the respective pension boards. The pension plans' required funding levels are determined by an annual actuarial evaluation. The City funds these plans based on future benefit obligations. Please see Notes to these financial statements for more information.

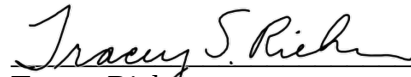
Awards: The Government Finance Officers' Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Port Orange for its comprehensive annual financial report (CAFR) for the fiscal year ended September 30, 2016. This was the thirty-third consecutive year that the City of Port Orange has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report (CAFR). This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to GFOA to determine its eligibility for another certificate.

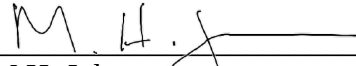
Acknowledgments: The preparation of the Comprehensive Annual Financial Report on a timely basis was made possible by the dedicated and efficient services of the entire staff of the Finance Department. We would like to express our sincere appreciation to each member of the Finance Department team for their contributions to the preparation of this report.

In closing, we wish to express our appreciation to the Mayor and Council for their dedication and leadership.

Respectfully submitted,

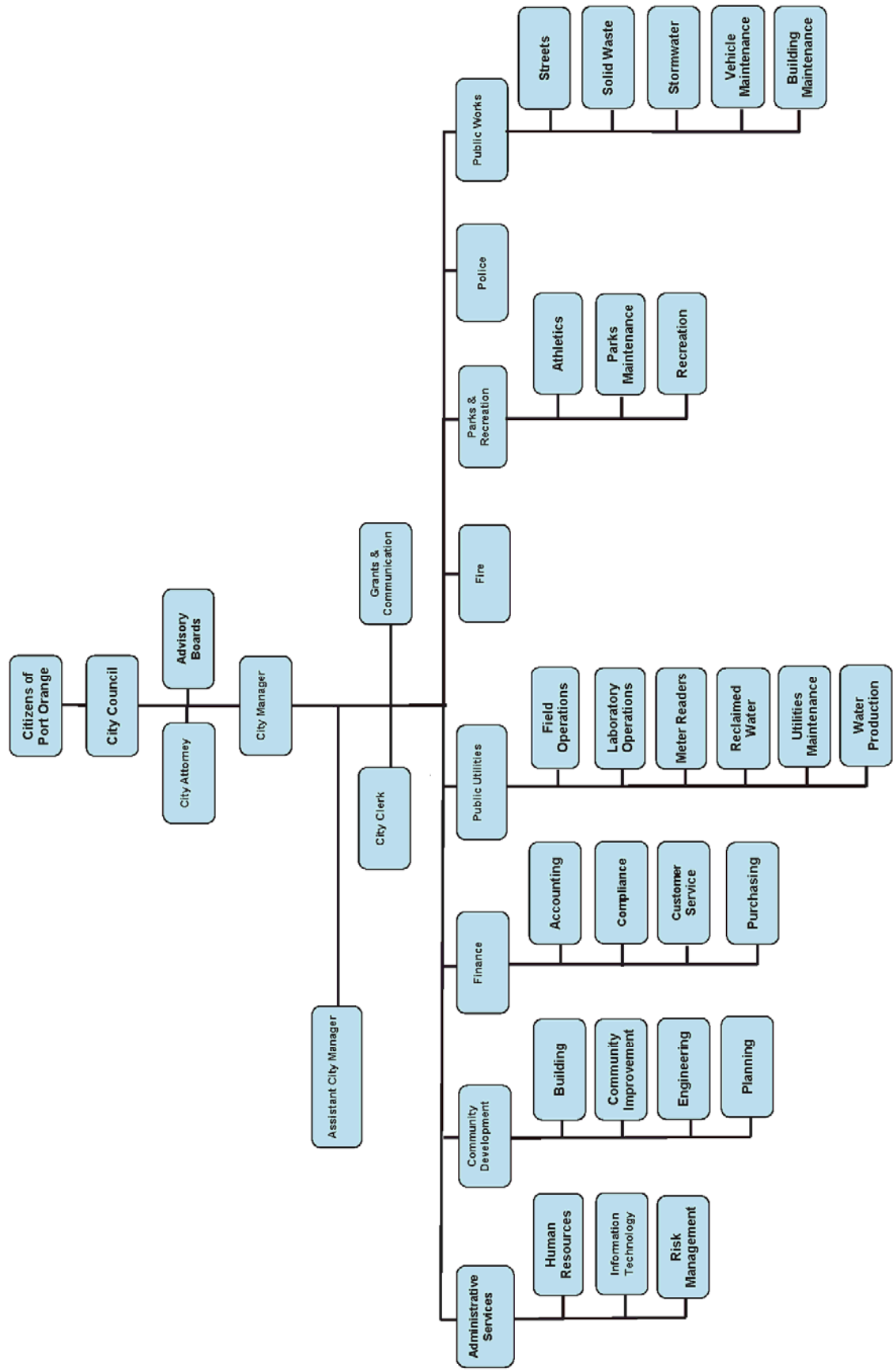


Tracey Riehn
Finance Director



M.H. Johansson
City Manager

Organizational Chart for the City of Port Orange, Florida





Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Port Orange
Florida**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2016

Christopher P. Morill

Executive Director/CEO

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, City Council, and City Manager,
City of Port Orange, Florida:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Port Orange, Florida (the City), as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The City's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2017, and the respective changes in financial position and, where applicable, cash flows thereof, and the respective budgetary comparison for the General, Eastport Business Center CRA, and Town Center CRA funds for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements and other schedules, fiduciary fund schedules, supporting schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

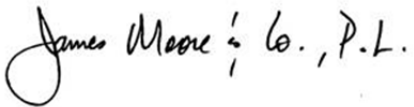
The combining and individual nonmajor fund financial statements and other schedules, and fiduciary fund schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 28, 2018, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Daytona Beach, Florida
March 28, 2018

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

MANAGEMENT'S DISCUSSION AND ANALYSIS

As financial management of the City of Port Orange, Florida, (hereinafter referred to as the "City"), we offer the readers of these financial statements this narrative overview and analysis of the City's financial activities for the fiscal year ended September 30, 2017. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages 2-5 of this report.

Financial Highlights

- The City's total assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources at September 30, 2017 by \$342,256,156 (net position). Of this amount, \$21,693,261 (unrestricted) may be used to meet the government's ongoing obligations to citizens and creditors. City Council has adopted a policy indicating that the City will maintain a fund balance in the General Fund of approximately 30-35% of operating expenditures (less transfers). For the enterprise funds, excluding the Golf Course, the City will maintain working capital (defined as current assets minus current liabilities) between 25% and 30%. As of September 30, 2017, the City's reserves exceeded this minimum threshold.
- During the fiscal year, the City's total net position increased by \$13,483,950. Of this amount, \$3,766,534 was from governmental sources. Business-type funds produced the remainder of the increase of \$9,717,416 most of which is attributable to planned capital acquisitions, impact fees and developer contributions.
- The City's governmental funds reported combined ending fund balances of \$34,119,571, a decrease of \$239,566. This compares to an increase in fund balance of \$1,054,142 in FY2016. Approximately 28.2% of this total amount, \$9,614,233, is available for spending at the City's discretion as it is unassigned fund balance. The City continues to maintain a reserve of 30-35% as defined by City Council policy. Non-spendable amounts representing investments in inventory and prepaid expenses totaled \$52,930 while amounts restricted by enabling legislation and for external purposes totaled \$15,576,966 at year end.
- The City's proprietary funds reported combined ending net position of \$248,526,768 in FY2017. This is an increase of \$9,799,731 compared to an increase of \$8,032,894 in the prior year. Approximately 15.0% of the combined ending net position amount, \$37,185,449, is comprised of unrestricted net position which is available for spending at the City's discretion. However, as part of the unrestricted amount the City continues to maintain a net equity reserve between 25% and 30% of working capital for proprietary funds as defined by City Council policy. Net investment in capital assets totaled \$196,251,203 at year end, compared to \$198,199,055 one year earlier. Other amounts restricted by enabling legislation and external covenants totaled \$15,090,116, compared to \$8,764,094 one year earlier.
- The City's total debt principal decreased by \$3,978,179 during the current fiscal year. This decrease relates to the repayment of debt.

Overview of the Financial Statements

This discussion and analysis provided herein are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) the notes to financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

Government-wide financial statements The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported for some items that will result in cash flows in future fiscal periods (e.g. uncollected taxes and earned but unused vacation leave).

The government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, public works, and culture and recreation. The business-type activities of the City include water and sewer, solid waste, stormwater and the golf course. The government-wide financial statements can be found in the "financial section", immediately after this management discussion and analysis.

Fund financial statements A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in assessing the City's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains seventeen individual governmental funds. Fourteen of these governmental funds are classified as non-major and are summarized under this heading in the governmental fund presentation. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, other major funds, and non-major governmental funds all of which are combined into a single, aggregated presentation. Individual fund data for non-major governmental funds is provided in the form of combining statements elsewhere in this report. The basic governmental fund financial statements can be found on pages 28-34 of this report.

The City legally adopts an annual appropriated budget for its general fund and other governmental funds. Budgetary comparison schedules have been provided for these funds to demonstrate compliance with this budget.

Proprietary funds The City maintains two different types of proprietary funds. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for its water and sewer, solid waste, stormwater and golf course activities. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for data processing, vehicle maintenance, risk management, lease and replacement, building maintenance and loan pool activities. Because these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information of the water and sewer, solid waste, stormwater and golf course activities, which are all considered to be major funds of the City. Conversely, the internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for internal service funds is provided in the form of combining statements elsewhere in this report. The basic proprietary fund financial statements can be found on pages 35-37 of this report.

Fiduciary funds Fiduciary funds are used to account for resources held for the benefit of parties outside the City. Fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements can be found on pages 38 and 39 of this report.

Notes to the financial statements The notes provide additional information essential to acquire a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 40-84 of this report.

Other information In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning the City's progress in funding its obligation to provide pension and OPEB benefits to its employees. Required supplementary information can be found on pages 85-93 of this report. The combining statements referred to earlier in connection with non-major governmental funds and internal service funds are presented immediately following the required supplementary information on pensions and OPEB. Combining and individual fund statements and schedules can be found on pages 95-115 of this report.

Government-wide financial analysis As noted earlier, net position may serve over time as a useful indicator of a City's financial position. Assets and deferred outflows of resources exceeded liabilities by \$342,256,156 at the close of the most recent fiscal year. By far, the largest portion of the City's net position (84.9%) reflects its investment in capital assets (e.g. land, buildings, infrastructure, and equipment), less any related debt used to acquire those assets that is still outstanding. The City uses these capital assets to provide services to citizens; accordingly, these assets are not available for future spending.

Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The table below summarizes the City's net position as of September 30, 2017 and 2016:

Net Position September 30, (Amounts in \$000's)						
	Governmental Activities		Business-Type Activities		Total	
	2017	2016	2017	2016	2017	2016
Assets:						
Current and other assets.....	\$ 48,317	\$ 46,833	\$ 51,873	\$ 40,116	\$ 100,190	\$ 86,949
Capital assets.....	136,546	134,930	234,107	238,198	370,653	373,128
Total assets.....	184,863	181,763	285,980	278,314	470,843	460,077
Deferred outflows of resources	6,165	7,399	1,306	1,862	7,471	9,261
Liabilities:						
Long-term liabilities.....	72,740	76,326	41,593	49,082	114,333	125,408
Other liabilities.....	6,740	5,435	12,928	8,052	19,668	13,487
Total liabilities.....	79,480	81,761	54,521	57,134	134,001	138,895
Deferred inflows related to pensions	1,646	1,264	411	406	2,057	1,670
Net Position:						
Investment in Capital Assets.....	100,978	99,823	189,582	191,186	290,560	291,009
Restricted.....	14,913	11,769	15,090	8,764	30,003	20,533
Unrestricted.....	(5,989)	(5,457)	27,682	22,687	21,693	17,230
Total net position.....	\$ 109,902	\$ 106,135	\$ 232,354	\$ 222,637	\$ 342,256	\$ 328,772

An additional portion of the City's net position (8.8%) represents resources subject to external restrictions on how they may be used. Total restricted net position increased by approximately \$9.5 million, primarily due to the early payment from restricted funds for debt requirements in the prior year. The remaining balance of unrestricted net position, \$21,693,261 may be used to meet the government's ongoing obligations and increased due to current year revenues in excess of expenses.

At the end of the current fiscal year, the City is able to report positive balances in restricted categories of net position, both for the government as a whole, as well as for the governmental activities. The business-type activities report positive balances in all reported categories of net position. The same situation held true for the prior fiscal year.

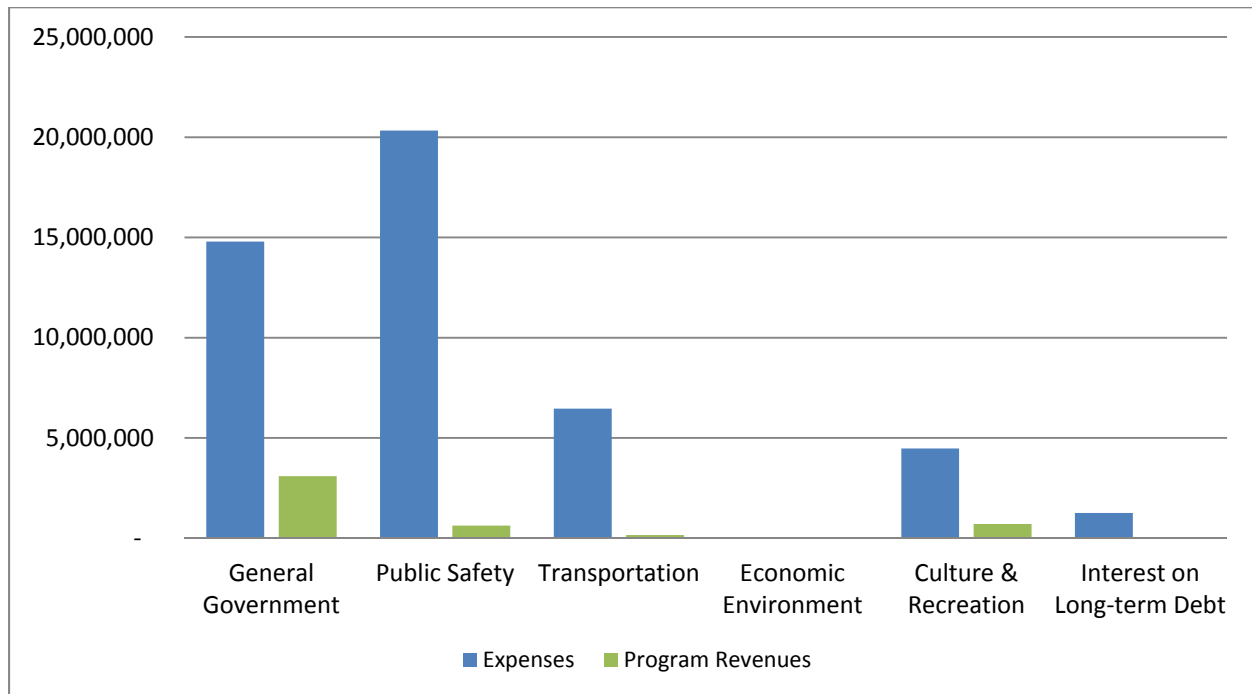
The following table summarizes changes in net position for governmental and business-type activities for the past two fiscal years.

Change in Net Position Year Ended September 30, (Amounts in \$000's)						
	Governmental Activities		Business-Type Activities		Total	
	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>
Revenues:						
Program Revenues:						
Charges for services.....	\$ 4,604	\$ 4,373	\$ 39,773	\$ 39,279	\$ 44,377	\$ 43,652
Operating grants/contributions....	7,873	1,313	156	-	8,029	1,313
Capital grants/contributions.....	6,177	4,877	3,628	2,003	9,805	6,880
General Revenues:						
Property taxes.....	12,967	12,181	-	-	12,967	12,181
Franchise and utility taxes.....	10,220	10,251	-	-	10,220	10,251
State sales taxes.....	3,267	3,117	-	-	3,267	3,117
Other intergovernmental.....	3,422	3,269	-	-	3,422	3,269
Investment earnings.....	240	322	153	233	393	555
Miscellaneous.....	660	144	37	7	697	151
Total revenues.....	<u>49,430</u>	<u>39,847</u>	<u>43,747</u>	<u>41,522</u>	<u>93,177</u>	<u>81,369</u>
Expenses:						
General government.....	14,791	6,418	-	-	14,791	6,418
Public safety.....	20,330	20,010	-	-	20,330	20,010
Transportation.....	6,460	5,934	-	-	6,460	5,934
Economic environment.....	36	95	-	-	36	95
Culture/recreation.....	4,478	4,264	-	-	4,478	4,264
Interest on long-term debt.....	1,263	1,659	-	-	1,263	1,659
Water and sewer.....	-	-	20,466	20,671	20,466	20,671
Solid waste.....	-	-	6,965	6,711	6,965	6,711
Stormwater.....	-	-	3,412	3,116	3,412	3,116
Golf Course.....	-	-	1,492	1,507	1,492	1,507
Total expenses.....	<u>47,358</u>	<u>38,380</u>	<u>32,335</u>	<u>32,005</u>	<u>79,693</u>	<u>70,385</u>
Change in net position						
before transfers.....	2,072	1,467	11,412	9,517	13,484	10,984
Transfers.....	<u>1,695</u>	<u>1,011</u>	<u>(1,695)</u>	<u>(1,011)</u>	<u>-</u>	<u>-</u>
Change in net position.....	\$ 3,767	\$ 2,478	\$ 9,717	\$ 8,506	\$ 13,484	\$ 10,984
Net position-beginning, as restated....	<u>106,135</u>	<u>103,657</u>	<u>222,637</u>	<u>214,130</u>	<u>328,772</u>	<u>317,787</u>
Net position-ending.....	<u>\$ 109,902</u>	<u>\$ 106,135</u>	<u>\$ 232,354</u>	<u>\$ 222,636</u>	<u>\$ 342,256</u>	<u>328,771</u>

The total net position for the City increased by \$13,483,950 for the period-ending September 30, 2017. The reasons for the overall increase are discussed in the following sections for governmental activities and business-type activities.

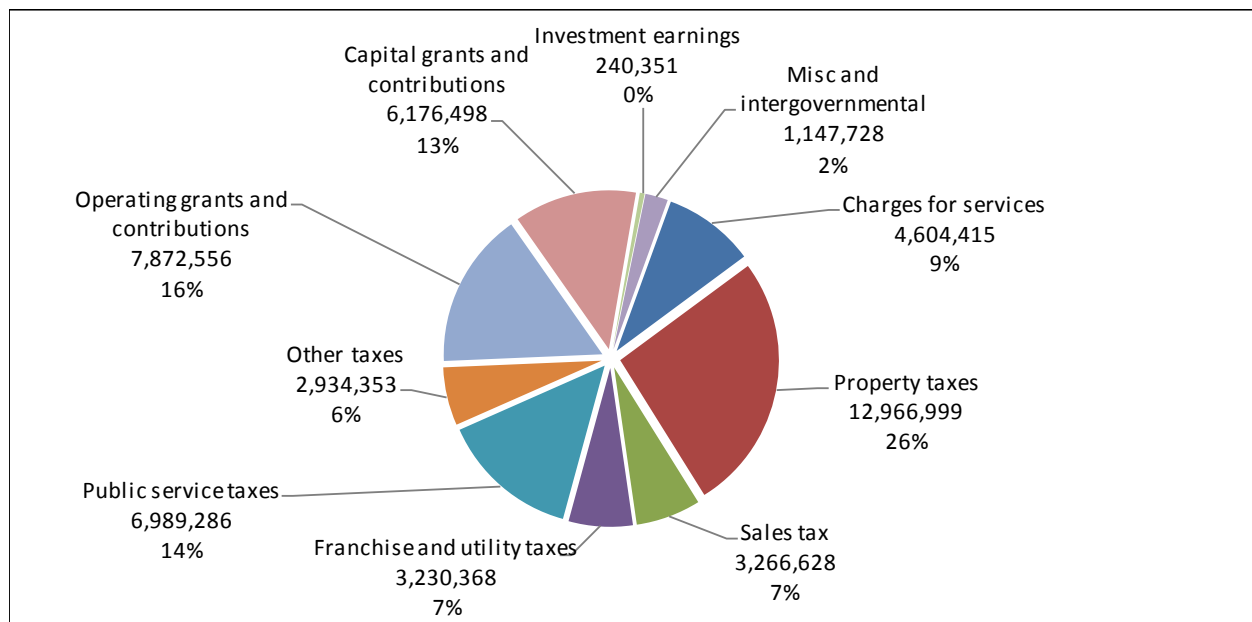
Governmental activities During the current fiscal year, governmental activities increased the City's net position by \$3,766,534 thereby accounting for 27.9% of the total growth in the net position of the City, as compared to 22.6% in the prior year.

Expenses and Program Revenues – Governmental Activities



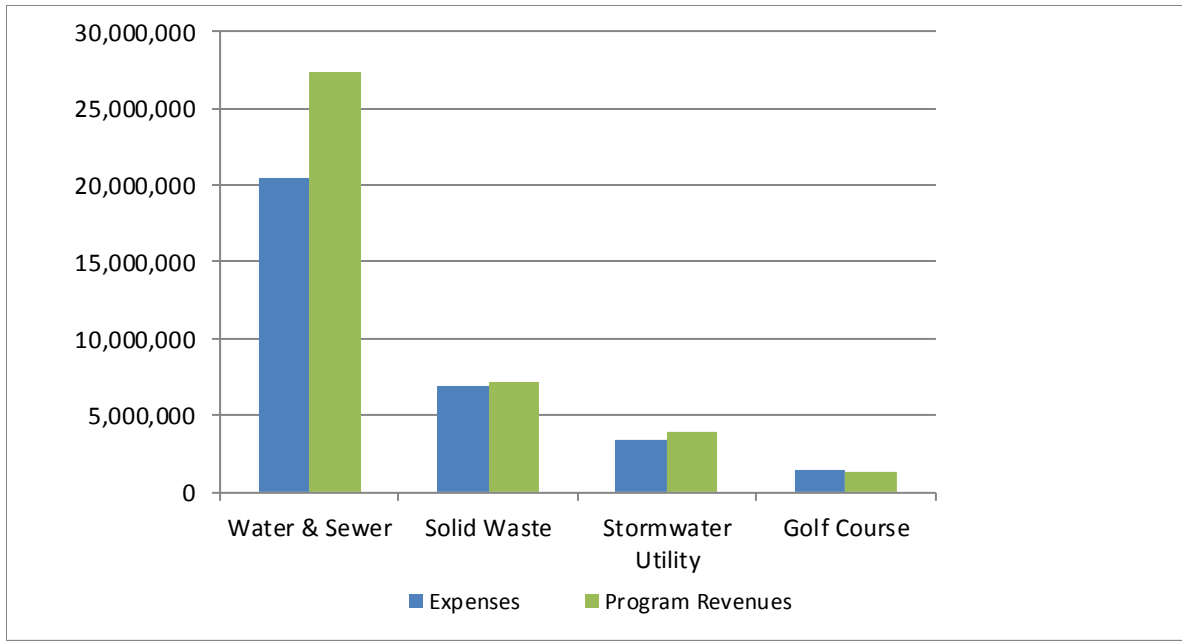
Total revenues from governmental activities increased by 24.05% offset by an increase in total expenditures of 23.4% when compared to FY2016. The City experienced an increase in taxable property values over the previous year and approved a property tax levy millage rate at 7.3% above the rolled-back rate for FY2017, thereby generating an increase in property tax revenue in FY2017. The City experienced two major storm events this year as reflected in the increase in expenditures and operating grant revenues.

Revenues by Source – Governmental Activities

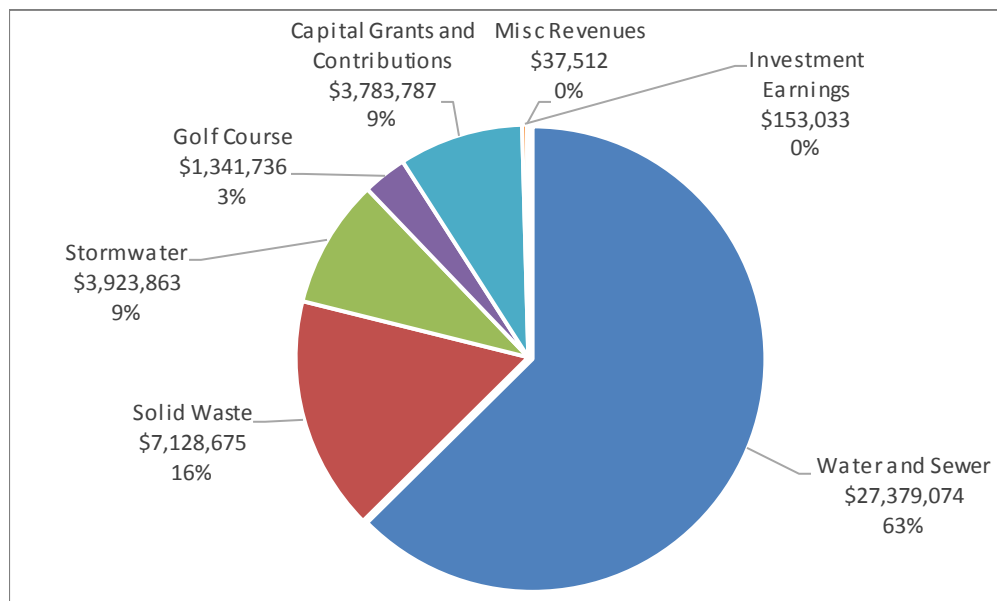


Business-type activities For the City's business-type activities, the results for the current fiscal year were positive in that overall net position increased to reach an ending balance of \$232,354,136. The total increase in net position for business-type activities is \$9,717,416, accounting for 72.1% of the total growth in the City's net position.

Expenses and Program Revenues – Business-type Activities



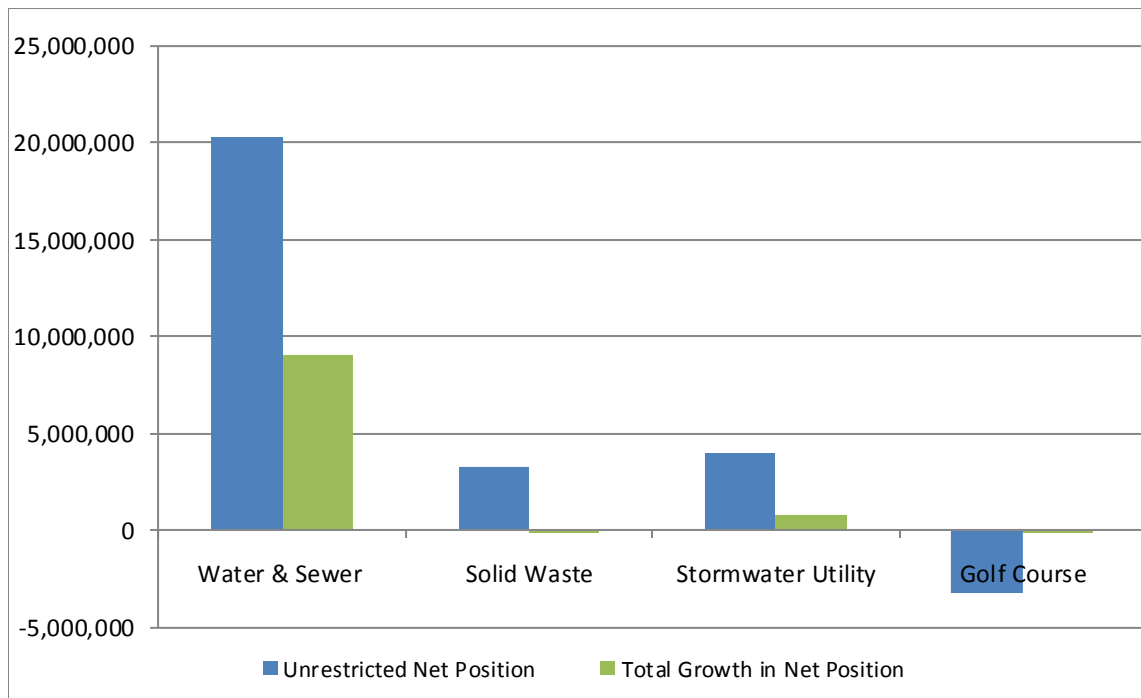
Revenues by Source – Business-type Activities



The following items of significant variances affected the change in net position from the prior year:

- Charges for services, which are the primary source of revenue for the enterprise funds, reported an overall increase of \$313,459 or .8% over the prior fiscal year with the majority of the increase attributed to growth related new accounts and an increase in the stormwater rate in effect during the fiscal year.

Unrestricted and Total Growth in Net Position – Business-type Activities



Financial analysis of the City's funds As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a City's net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the City itself, or a delegated authority to assign resources for use for particular purposes by the City Council. As of the end of the current fiscal year, the City's governmental funds reported a combined ending fund balance of \$34,119,571, a decrease of \$239,566 in comparison with the prior year increase of \$1,054,142. Approximately 28.2% of the combined ending fund balance, \$9,614,233, constitutes unassigned fund balance, which is available for spending at the City's discretion. The remainder of fund balance (\$24,505,338 or 71.8%), is not available because it has already been allocated to: 1) non-spendable items such as inventories and prepaid expenditures; 2) restricted by enabling legislation or other legal requirements; 3) committed by formal action of City Council; and/or 4) assigned through the City's intent for specific purposes.

The General Fund is the main operating fund of the City. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$12,269,107 while total fund balance ends the year at \$17,308,149.

As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures and transfers out. Unassigned fund balance represents approximately 27.9% of total general fund expenditures, while total fund balance represents approximately 39.3% of that same amount.

The fund balance of the City's General Fund decreased by \$1,347,404 during the current fiscal year. As discussed earlier, the City experienced an increase in taxable property values over the previous year and approved a property tax levy millage rate at 7.3% above the rolled-back rate for FY2017, thereby generating an increase in property tax revenue in FY2017. Total General Fund revenues increased by 23.0% and was offset by an increase in total expenditures of 27.6% when compared to FY2016. The net effect of these changes plus "in lieu of tax" enterprise funds transfers (based on the City property tax rate multiplied by the City's proprietary real estate excluded from the tax rolls) and the impact of two storm events resulted in the decrease of fund balance for FY2017.

The special revenue funds are all non-major with exceptions for the Eastport Business Center and Town Center Community Redevelopment Agency (CRA) Funds, both of which receive their primary funding through tax increments. The primary purpose of these CRA funds is to separately report all financial activity of these separate districts. These districts promote and provide economic incentives, infrastructure improvements and an environment conducive for business within the district's boundaries.

Financial information for all other special revenue funds may be found in the Combining Statements – Non-major Governmental Funds, Special Revenue Category. Special Revenue funds have a fund balance of \$3,467,639. The funds closed the year with a net increase in fund balance of \$646,120.

Other non-major governmental funds include the Debt Service fund and various Capital Project funds. The Debt Service fund has a total fund balance of \$2,475,681, which is reserved for the payment of debt service. The funds closed the year with a net decrease in fund balance of \$94,296.

The Transportation, General Obligation and Capital Replacement funds, as well as other non-major funds may be found in the Combining Statements – Non-major Governmental Funds, Capital Project Funds Category. The capital project funds contain total fund balances of \$12,503,721. At fiscal year end, the majority of the fund balances were appropriated for infrastructure and facility improvements.

Individual negative fund balances have continued because of financial resources loaned to the Transportation Capital Projects Fund for construction projects. It is expected that these deficit positions will be eliminated with future earnings. The City is keeping the course with this plan.

Non-major governmental funds have a combined fund balance of \$18,447,041. The net increase in fund balance during the current year in these funds was \$1,457,795.

Proprietary funds The City's enterprise funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the enterprise funds at the end of the year amounted to \$24,347,614. The total growth in net position was \$9,717,416, the majority of which is invested in capital assets. Unrestricted net position of the internal service funds at the end of the year amounted to \$12,837,835. Internal service funds closed the year with an increase in net position of \$194,076. Other factors concerning the financial position of these funds are addressed in the discussion of the City's business-type activities.

General fund budgetary highlights

Original budget compared to final budget. During the year, amendments were made to increase either the original estimated revenues or original budget appropriations. The significant variances between the original budget and the final amended budget are as follows:

<u>Amt</u>	<u>Description</u>
\$ 270,256	Carryover funding for Non-Departmental
25,000	Carryover funding for City Clerk
14,432	Carryover funding for Community Development
43,698	Carryover funding for Fire Department
27,451	Carryover funding for Police Department
16,121	Carryover funding for Public Works
66,606	Carryover funding for Parks Maintenance
3,701	Carryover funding for Recreation
12,690	Carryover funding for Administration/pogTV
5,160	Additional carryover funding for City Manager
34,308	Additional carryover funding for City Attorney
8,753,000	Funding for contract services related to Hurricane Matthew
151,956	Funding for overtime related to Hurricane Matthew
8,652	Funding for Florida Department of Law Enforcement Edward Byrne Memorial JAG Grant
8,838	Funding for Tree Mitigation funds received
13,620	Funding for Art Fest 2017
56,000	Funding the replacement of the 10 Ton Air condition System at the Allen Green Center
75,000	Fund the purchase of a used ambulance and equipment to place in service.
3,000	Receipt of funds received from other municipalities for LE Marine Unit (Per Interlocal)
3,396	Receipt of funds to paint Lakeside Center for Family Days
10,500	Fund activities related to Port Orange 150th Celebration
7,750	Fund Babe Ruth District Tournament hosted by COPO
1,462	Closing out Funds 201, 315, 609 for consolidation into General Fund
21,639	Funding for Causeway Dock Project QPC062
431,350	Funding of Debt Service for 2014 Capital Improvement Bond (transfer to 220 Fund)
(2,359)	Reduce PO150 revenue and expenditures to FY17 actuals
<u>\$ 10,063,227</u>	Total

With Council authorization, \$9,951,504 was re-appropriated from unreserved equity or other sources during the year ended September 30, 2017. On October 6, 2016, Hurricane Matthew impacted our area causing significant debris and power outages. Although primary facilities sustained minimal property damage, on January 10, 2017 the City's budget was amended, appropriating \$8,904,956 for debris removal and emergency protective measures. The City is still in the process of repairing property damaged during the storm and is seeking reimbursement from FEMA, the State of Florida and the City's insurance company. Total reimbursements are expected to be approximately 85-90% of these costs.

The balance was appropriated related to carryover of open encumbrances and existing projects from the prior year and for various operating, debt, and project costs.

Revenues reported an overall positive variance in the General Fund with actual revenues higher than the final FY2017 Budget by \$7,739,293. The majority of this variance was accounted for in intergovernmental revenue primarily due to funding associated with Hurricane Matthew.

A review of actual expenditures totaling \$40,917,781 compared to the appropriations in the final budget reflected an overall positive variance of \$3,314,063. This variance is attributed to a continued focus on cost containment efforts, salary attrition due to vacancies across departments, and timing delays for capital outlay projects.

Capital asset and debt administration

Capital assets The City's investment in capital assets for its governmental and business-type activities as of September 30, 2017, amounts to \$370,653,784 (net of accumulated depreciation). This investment in capital assets includes land, easements, works of art, buildings and improvements other than buildings, infrastructure, equipment, and construction in progress. Additional information about the City's capital assets can be found in Note 7 on pages 61-62.

Major capital asset events during the current fiscal year included the following:

- Land transactions during FY2017 totaling \$1,289,689 included donation of 2.8 acres of land in the Eastport Business Center Community Development Area with potential as open space, drainage or economic development purposes; acquisition of right of ways for roadway and other public use; and sale of approximately 15 acres of land in the Port Orange Business Park.
- Infrastructure improvements totaling \$3,724,081 were completed during the year. The City continues to enhance its roadways in order to increase traffic capacity and improve safety in highly traveled and traffic-congested areas. In addition, various improvements to Water and Sewer and Drainage infrastructure as the City continues to address aging infrastructure.
- The Lease and Replacement Fund, an internal service fund that purchases all rolling stock, trucks and vehicles for the City, acquired assets of \$1,458,768 during the year. This fund, through operating rentals collected from user departments, funds acquisitions by assigning a life cycle and matching schedule of payments. This type of planning ensures proper funding of replacement assets of these types.
- Construction in progress at the close of the fiscal year was \$1,269,428. Expansion of the water system, sewer collection and treatment, reclaimed water, and stormwater facilities continued. Construction in progress related to general government facilities includes Public Safety Training Facility, City Building Improvements, S Ridgewood Landscape Improvements, and various road, sidewalk, and lighting projects.

Capital Assets, Net of Depreciation September 30, (Amounts in \$000's)						
	Governmental Activities		Business-Type Activities		Total	
	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>
Land.....	\$ 20,511	\$ 19,221	28,778	28,778	49,289	47,999
Easements.....	7,042	5,535	-	-	7,042	5,535
Works of Art.....	12	12	-	-	12	12
Construction in progress.....	785	1,082	485	914	1,270	1,996
Buildings and improvements other than buildings.....	61,269	57,258	(84,169)	(78,613)	(22,900)	(21,355)
Infrastructure.....	39,682	44,053	288,161	286,142	327,843	330,195
Equipment.....	7,245	7,768	853	977	8,098	8,745
Total capital assets, net	<u>\$ 136,546</u>	<u>\$ 134,929</u>	<u>\$ 234,108</u>	<u>\$ 238,198</u>	<u>\$ 370,654</u>	<u>\$ 373,127</u>

Additional information on the City's capital assets can be found in the notes to these financial statements on page 61 of this report.

Long-term liabilities At the end of the current fiscal year, the City had outstanding bonds and other debt of \$80,433,148. Of this amount, \$12,355,000 comprises general obligation debt backed by the full faith and credit of the government.

The remainder of the City's debt represents bonds secured solely by specified revenue sources and other obligations summarized as follows:

Outstanding Debt September 30, (Amounts in \$000's)						
	Governmental Activities		Business-Type Activities		Total	
	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>	<u>2017</u>	<u>2016</u>
General obligation bonds and notes.....	12,355	12,895	-	-	12,355	12,895
Revenue bonds and notes.....	21,535	22,355	26,260	26,260	47,795	48,615
Loans from other governments.....	1,822	-	18,590	21,209	20,412	21,209
Less deferred amount:						
Original issue premium.....	-	1,974	-	-	-	1,974
Original issue discount.....	(81)	(90)	(48)	(52)	(129)	(142)
Total bonds and notes payable.....	35,631	37,134	44,802	47,417	80,433	84,551
Compensated absences.....	2,503	2,414	579	660	3,082	3,074
Total long-term liabilities.....	<u>\$ 38,134</u>	<u>\$ 39,548</u>	<u>\$ 45,381</u>	<u>\$ 48,077</u>	<u>\$ 83,515</u>	<u>\$ 87,625</u>

The City's total debt principal decreased by \$3,978,179 during the current fiscal year, excluding original issue discounts and premiums.

A summary of the City's approved debt types, related security pledges and underlying ratings (without regard to credit support bond insurance) is as follows:

Debt Obligation Type	Pledged Security	Bond Rating as of May 2016
General Obligation Bonds	Ad Valorem Taxes	Moody's: Aa2 Standard & Poor's: Not rated Fitch: Not rated
Water and Sewer Bonds	Water & Sewer Revenues	Moody's: Aa2 Standard & Poor's: AA- Fitch: AA
Capital Improvement Bonds	Excise Taxes	Moody's: Aa3 Standard & Poor's: Not rated Fitch: Not rated
Drainage Bonds	Stormwater Drainage Revenues	Moody's: Aa3 Standard & Poor's: Not rated Fitch: Not rated
Florida State Revolving Fund (Intergovernmental)	Water & Sewer Revenues	Not rated
Bank Loans, Capital Leases, Conduit Debt, and Special Assessment Financing	Various, including Ad Valorem Tax; Gas Tax; Excise Tax; and unsecured, subject to Budgetary Appropriations.	Not rated

State Statutes limit the millage rate a governmental entity may levy at 10 mills per dollar of total assessed valuation. For the year ended September 30, 2017, the City's millage rate was 4.4542 and its voter approved debt millage rate was 0.3402.

Additional information on the City's long-term debt can be found in the notes to these financial statements on pages 63-67 of this report.

Economic Factors and Next Year's Budgets and Rates

- The annual average unemployment rate for the City of Port Orange as of September 30, 2017 was 3.8%, a decrease of 0.5% from the prior year. This rate is lower than the statewide average annual unemployment rate of 4.2%. The decrease in unemployment rate indicates the economy continues to be on the rebound.
- An ad valorem tax rate of 4.4881 was adopted for FY2018 to fund operating expenditure obligations. This millage tax rate is .76% more than the previous FY2017 tax rate of 4.4542 and 7.3% above the "rolled-back rate". The "rolled-back rate" is defined as the tax rate that would result in the same dollar-amount revenue of the previous year.
- In addition to an approved a millage at 7.3% above the rolled back rate, the City experienced a post Value Adjustment Board (VAB) increase in taxable property values of 7.4% from the previous year. This, along with new construction, resulted in an estimated increase of approximately 7% in FY2018 Property Tax Revenues compared to FY2017's actual collections. Slow but steady growth in real estate values combined with anticipated new construction, should allow associated tax revenues to slightly increase in the near future.
- The FY18 required millage rate levy to fund debt service on the City's general obligation bonds is .3174, a decrease of 6.7% from the prior year millage of .3402.
- Public safety pension costs continue at high levels. In an effort to maintain long term stability, the City and Unions agreed to bifurcated plans in FY2013, and introduced a defined contribution plan for new non-union employees. Since then, changing mortality tables and investment performance have

mented the attempt to control costs. In an effort to improve the funded status of the plans and control future costs, the City plans to continue the practice of making discretionary contributions at fiscal year-end.

- Consistent with state and national trends, taxable assessed property values continue to increase. Certified final taxable value for 2016 was \$2,787,854,965 increasing to \$2,988,691,136 for 2017, an increase of 7.2%.
- Stormwater non-advalorem rates increased by \$15.00 per equivalent residential unit in FY2018 to address the need for funding major stormwater capital projects.

All of these factors were considered in preparing the City's budget for the upcoming fiscal year.

For fiscal year ended September 30, 2017, the fund balance in the general fund totaled \$17,308,149 including \$1,473,454 assigned to purchases on account. This compares to \$18,655,553 including \$208,190 assigned to purchases on account for the prior fiscal year. All appropriations lapse at year-end. The City has appropriated \$1,649,851 or approximately 9.5% of fund balance in the FY2018 budget. It is intended that use of available fund balance will minimize the need to raise taxes or charges during FY2017, and provide carryover funding for projects already approved. The balance of unassigned general fund equity of current fiscal year ended September 30, 2017 is \$12,269,107.

Water and sewer rates remained constant for FY2017. The City implemented a water/sewer rate consolidation and restructure during FY2015. The original study focused on simplifying the rate structure, improving equity throughout the system and resulted in a small overall revenue increase. A follow up Financial Feasibility Study was performed in FY2016 resulting in no additional rate increase for FY2017.

Solid waste rates remained constant for FY2017. The solid waste rates are anticipated to increase in coming years in relation to the Consumer Price Index (CPI).

The Stormwater non-advalorem rates increased by \$1.00 per equivalent residential unit in FY2017 to cover a pass-thru cost for administering the non-advalorem tax roll.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Port Orange, Finance Director, 1000 City Center Circle, Port Orange, FL 32129.

BASIC FINANCIAL STATEMENTS

These basic financial statements contain Government-wide Financial Statements, Fund Financial Statements and Notes to the Financial Statements.

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2017

	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
ASSETS			
Equity in pooled cash and cash equivalents	\$ 27,448,832	\$ 29,628,633	\$ 57,077,465
Receivables, net	1,338,037	3,959,390	5,297,427
Internal balances	(1,604,631)	1,604,631	-
Due from other governments	8,384,554	265,649	8,650,203
Inventories	34,701	863,966	898,667
Prepays	68,618	42,783	111,401
Restricted assets:			
Equity in pooled cash	11,458,425	15,507,123	26,965,548
Investments	1,188,558	-	1,188,558
Capital assets:			
Capital assets, not being depreciated	28,349,645	29,262,481	57,612,126
Other capital assets, net of depreciation	108,196,425	204,845,233	313,041,658
Total assets	<u>\$ 184,863,164</u>	<u>\$ 285,979,889</u>	<u>\$ 470,843,053</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred loss on bond refunding	\$ 55,965	\$ 276,954	\$ 332,919
Deferred outflows related to pensions	6,109,297	1,029,512	7,138,809
Total deferred outflows	<u>\$ 6,165,262</u>	<u>\$ 1,306,466</u>	<u>\$ 7,471,728</u>
LIABILITIES			
Accounts payable and accrued liabilities	\$ 3,942,610	\$ 1,316,904	\$ 5,259,514
Customer deposits	271,063	3,643,586	3,914,649
Unearned revenue	288,276	355,781	644,057
Accrued interest payable	657,742	355,458	1,013,200
Noncurrent liabilities:			
Due within one year:			
Bonds and notes payable	1,330,000	7,198,111	8,528,111
Compensated absences	250,317	57,912	308,229
Due in more than one year:			
Bonds and notes payable	34,300,764	37,604,273	71,905,037
Compensated absences	2,252,843	521,200	2,774,043
Net OPEB obligation	1,832,595	581,580	2,414,175
Net pension liability	34,354,083	2,886,219	37,240,302
Total liabilities	<u>\$ 79,480,293</u>	<u>\$ 54,521,024</u>	<u>\$ 134,001,317</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pensions	<u>\$ 1,646,113</u>	<u>\$ 411,195</u>	<u>\$ 2,057,308</u>
NET POSITION			
Net investment in capital assets	\$ 100,978,440	\$ 189,582,284	\$ 290,560,724
Restricted for:			
Public safety	2,824,604	-	2,824,604
Community redevelopment projects	284,109	-	284,109
Transportation	6,815,045	-	6,815,045
Debt service	1,817,939	5,404,581	7,222,520
Capital improvements	374,414	4,210,557	4,584,971
Other purposes	2,795,944	5,474,978	8,270,922
Unrestricted	(5,988,475)	27,681,736	21,693,261
Total net position	<u>\$ 109,902,020</u>	<u>\$ 232,354,136</u>	<u>\$ 342,256,156</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF PORT ORANGE, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental activities:							
General government	\$ 14,790,703	\$ 3,098,206	\$ 6,473,291	\$ -	\$ (5,219,206)	\$ -	\$ (5,219,206)
Public safety	20,330,290	631,611	84,232	176,586	(19,437,861)	-	(19,437,861)
Transportation	6,460,162	160,140	1,314,490	4,444,686	(540,846)	-	(540,846)
Economic environment	35,797	6,729	-	755,239	726,171	-	726,171
Culture and recreation	4,477,637	707,729	543	799,987	(2,969,378)	-	(2,969,378)
Interest on long-term debt	1,262,940	-	-	-	(1,262,940)	-	(1,262,940)
Total governmental activities	47,357,529	4,604,415	7,872,556	6,176,498	(28,704,060)	-	(28,704,060)
Business-type activities:							
Water and sewer	20,465,435	27,379,074	63,421	3,160,250	-	10,137,310	10,137,310
Solid waste	6,965,251	7,128,675	5,443	-	-	168,867	168,867
Stormwater	3,412,414	3,923,863	87,114	467,559	-	1,066,122	1,066,122
Golf course	1,492,283	1,341,736	-	-	-	(150,547)	(150,547)
Total business-type activities	32,335,383	39,773,348	155,978	3,627,809	-	11,221,752	11,221,752
Total primary government	<u>\$ 79,692,912</u>	<u>\$ 44,377,763</u>	<u>\$ 8,028,534</u>	<u>\$ 9,804,307</u>	<u>(28,704,060)</u>	<u>11,221,752</u>	<u>(17,482,308)</u>
General revenues:							
Property taxes					12,966,999	-	12,966,999
Sales taxes					3,266,628	-	3,266,628
Casualty and fire insurance premium taxes					748,718	-	748,718
Public service taxes					6,989,286	-	6,989,286
Other taxes					120,151	-	120,151
Franchise and utility taxes					3,230,368	-	3,230,368
State revenue sharing					2,065,484	-	2,065,484
Other intergovernmental revenues					487,663	-	487,663
Investment earnings					240,351	153,033	393,384
Miscellaneous revenues					660,065	37,512	697,577
Transfers					1,694,881	(1,694,881)	-
Total general revenues and transfers					32,470,594	(1,504,336)	30,966,258
Change in net position					3,766,534	9,717,416	13,483,950
Net position - beginning					106,135,486	222,636,720	328,772,206
Net position - ending					<u>\$ 109,902,020</u>	<u>\$ 232,354,136</u>	<u>\$ 342,256,156</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF PORT ORANGE, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2017**

	General	Eastport Business Center CRA	Town Center CRA	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS					
Equity in pooled cash and cash equivalents	\$ 9,905,581	\$ 284,109	\$ 3,992	\$ 19,201,060	\$ 29,394,742
Investments	-	-	-	1,188,558	1,188,558
Receivables, net	1,293,938	-	-	10,125	1,304,063
Due from other governments	7,303,853	-	543,843	493,847	8,341,543
Due from other funds	538,600	-	-	873,986	1,412,586
Inventories	34,701	-	-	-	34,701
Prepaid items	7,075	5,484	5,670	-	18,229
Total assets	<u>\$ 19,083,748</u>	<u>\$ 289,593</u>	<u>\$ 553,505</u>	<u>\$ 21,767,576</u>	<u>\$ 41,694,422</u>
LIABILITIES					
Accounts payable and accrued liabilities	\$ 1,426,200	\$ -	\$ 64,709	\$ 958,970	\$ 2,449,879
Customer deposits	19,544	-	1,140	250,379	271,063
Unearned revenue	288,276	-	-	-	288,276
Due to other funds	-	-	2,410,890	2,106,962	4,517,852
Total liabilities	<u>\$ 1,734,020</u>	<u>\$ -</u>	<u>\$ 2,476,739</u>	<u>\$ 3,316,311</u>	<u>\$ 7,527,070</u>
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue - property taxes	<u>\$ 41,579</u>	<u>\$ -</u>	<u>\$ 1,978</u>	<u>\$ 4,224</u>	<u>\$ 47,781</u>
FUND BALANCES					
Nonspendable:					
Inventories	\$ 34,701	\$ -	\$ -	\$ -	\$ 34,701
Prepaid items	7,075	5,484	5,670	-	18,229
Restricted for:					
Public safety	1,192,917	-	-	1,631,687	2,824,604
Inspections	-	-	-	2,579,998	2,579,998
Recreation	78,951	-	-	-	78,951
Debt service	-	-	-	2,475,681	2,475,681
Capital improvements	-	-	-	381,583	381,583
Community redevelopment	-	284,109	-	-	284,109
Transportation sales tax	-	-	-	4,208,546	4,208,546
Transportation impact	-	-	-	2,606,499	2,606,499
Repair and replacement reserve	-	-	-	136,995	136,995
Assigned to:					
Purchases on account	1,473,454	-	-	994,550	2,468,004
Capital improvements	-	-	-	3,404,848	3,404,848
Business development	-	-	-	116,793	116,793
Fire program	50,833	-	-	-	50,833
Recreation	3,701	-	-	630,126	633,827
General government	547,559	-	-	3,727	551,286
Subsequent year's budget	1,649,851	-	-	-	1,649,851
Unassigned	12,269,107	-	(1,930,882)	(723,992)	9,614,233
Total fund balances	<u>\$ 17,308,149</u>	<u>\$ 289,593</u>	<u>\$ (1,925,212)</u>	<u>\$ 18,447,041</u>	<u>\$ 34,119,571</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 19,083,748</u>	<u>\$ 289,593</u>	<u>\$ 553,505</u>	<u>\$ 21,767,576</u>	<u>\$ 41,694,422</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF PORT ORANGE, FLORIDA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2017

Fund balances - total governmental funds \$ 34,119,571

Amounts reported for governmental activities in the statement of activities are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds

Total governmental capital assets	188,515,556	
Less: accumulated depreciation	<u>(58,638,405)</u>	129,877,151

On the governmental fund statements, a net pension liability is not recorded until an amount is due and payable and the pension plan's fiduciary net position is not sufficient for payment of those benefits (no such liability exists at the end of the current fiscal year). On the statement of net position, the City's net pension liability of the defined benefit pension plans is reported as a noncurrent liability. Additionally, deferred outflows and deferred inflows related to pensions are also reported in accordance with GASB Statement No. 68.

Net pension liability	(34,354,083)	
Deferred outflows related to pensions	6,109,297	
Deferred inflows related to pensions	<u>(1,646,113)</u>	(29,890,899)

Internal service funds are used by management to charge the costs of data processing, insurance, fleet lease and maintenance, building maintenance, and internal loans to individual funds. These assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.

Total net position	19,506,754	
Less: amounts attributable to business-type activities	<u>(3,334,122)</u>	16,172,632

Because some property taxes and other revenues will not be collected for several months after the close of the City's fiscal year end, they are not considered as "available" revenues in the governmental funds, and therefore, reported as deferred inflows of unavailable revenues. In the statement of net position, which is presented on an accrual basis, no deferral is reported since the revenue is fully recognized in the statement of activities.

47,781

Long-term liabilities, including bonds payable and notes payable, are not due and payable in the current period and, therefore, are not reported in the funds. These liabilities, deferred outflows, and other debt-related deferred charges consist of the following:

Bonds and notes payable	(33,890,000)	
Accrued interest payable	(657,742)	
Unamortized bond discounts and premiums	(1,740,764)	
Unamortized deferred loss on bond refunding	55,965	
Net OPEB obligation	(1,832,595)	
Compensated absences	<u>(2,359,080)</u>	(40,424,216)

Net position of governmental activities		<u><u>\$ 109,902,020</u></u>
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The accompanying notes to financial statements are an integral part of this statement.

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	General	Eastport Business Center CRA	Town Center CRA	Nonmajor Governmental Funds	Total Governmental Funds
Revenues					
Taxes	\$ 19,777,354	\$ 62,311	\$ 52,470	\$ 2,234,527	\$ 22,126,662
Permits and fees	3,276,565	-	-	3,173,096	6,449,661
Intergovernmental	12,208,897	103,940	589,541	498,404	13,400,782
Charges for services	3,795,139	-	4,729	70,740	3,870,608
Fines and forfeitures	37,863	-	-	-	37,863
Investment income	50,101	1,628	1,319	81,384	134,432
Miscellaneous	667,017	10,684	2,009	10,526	690,236
Total revenues	<u>39,812,936</u>	<u>178,563</u>	<u>650,068</u>	<u>6,068,677</u>	<u>46,710,244</u>
Expenditures					
Current:					
General government	14,298,747	-	-	1,252,065	15,550,812
Public safety	20,486,349	-	-	3,062	20,489,411
Transportation	2,467,529	-	-	541,007	3,008,536
Economic environment	-	5,775	12,109	20,937	38,821
Culture and recreation	3,383,712	-	-	18,359	3,402,071
Capital outlay	281,444	-	544,874	4,175,311	5,001,629
Debt service:					
Principal retirement	-	-	-	1,360,000	1,360,000
Interest and fiscal charges	-	-	39,566	1,312,912	1,352,478
Other charges	-	-	-	2,250	2,250
Total expenditures	<u>40,917,781</u>	<u>5,775</u>	<u>596,549</u>	<u>8,685,903</u>	<u>50,206,008</u>
Excess (deficiency) of revenues over expenditures	<u>(1,104,845)</u>	<u>172,788</u>	<u>53,519</u>	<u>(2,617,226)</u>	<u>(3,495,764)</u>
Other financing sources (uses)					
Transfers in	1,634,422	-	5,000	4,102,785	5,742,207
Transfers out	(3,119,125)	(176,673)	(404,591)	(27,764)	(3,728,153)
Proceeds from sale of capital assets	1,242,144	-	-	-	1,242,144
Total other financing sources (uses)	<u>(242,559)</u>	<u>(176,673)</u>	<u>(399,591)</u>	<u>4,075,021</u>	<u>3,256,198</u>
Net change in fund balances	<u>(1,347,404)</u>	<u>(3,885)</u>	<u>(346,072)</u>	<u>1,457,795</u>	<u>(239,566)</u>
Fund balances, beginning of year	18,655,553	293,478	(1,579,140)	16,989,246	34,359,137
Fund balances, end of year	<u>\$ 17,308,149</u>	<u>\$ 289,593</u>	<u>\$ (1,925,212)</u>	<u>\$ 18,447,041</u>	<u>\$ 34,119,571</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF PORT ORANGE, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2017

Net change in fund balances - total governmental funds **\$ (239,566)**

Differences in amounts reported for governmental activities in the statement of activities are:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives.

Capital outlay expenditures	5,001,629
Depreciation expense	(6,023,572)
Contributed capital assets	3,853,429

The net effect of various miscellaneous transactions involving capital assets (i.e. sales, trade-ins, donations, CIP project abandoned) is to decrease net position.	(870,486)
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Bond and loan proceeds are reported as financing sources in the governmental funds. However, the issuance of debt is reported as long-term debt payable in the statement of net position. Repayment of bond and note principal is an expenditure in the governmental funds, but the repayment of debt principal reduces long-term liabilities in the statement of net position. These amounts are as follows:

Principal repayment of general long-term debt	1,360,000
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Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in governmental funds (reduction in delinquent taxes).	12,982
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Governmental funds report contributions to defined benefit pension plans as expenditures.

However, in the statement of activities, the amount contributed to defined benefit pension plans reduces future net pension liability. Also included in pension expense in the statement of activities are amounts required to be amortized in accordance with GASB Statement No. 68.

Change in net pension liability and deferred inflows/outflows related to pensions	905,332
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Under the modified accrual basis of accounting used in the governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues. These adjustments are as follows:

Amortization of bond discounts and premiums	139,224
Change in accrued interest on long-term debt	(47,436)
Change in compensated absences liability	(83,635)
Change in net OPEB obligation	(323,682)

Internal service funds are used by management to charge the costs of certain activities to individual funds. The portion of net revenue/expense of internal service funds reported within governmental activities for the year.

82,315

Change in net position of governmental activities	\$ 3,766,534
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The accompanying notes to financial statements are an integral part of this statement.

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ 19,023,769	\$ 19,023,769	\$ 19,777,354	\$ 753,585
Permits and fees	3,260,224	3,269,062	3,276,565	7,503
Intergovernmental	5,724,197	5,735,849	12,208,897	6,473,048
Charges for services	3,495,733	3,558,994	3,795,139	236,145
Fines and forfeitures	157,600	157,600	37,863	(119,737)
Investment income	102,400	102,400	50,101	(52,299)
Miscellaneous	222,223	225,969	667,017	441,048
Total revenues	<u>31,986,146</u>	<u>32,073,643</u>	<u>39,812,936</u>	<u>7,739,293</u>
EXPENDITURES				
Current:				
General government:				
Mayor and Council	201,830	201,830	189,549	12,281
City Manager	571,708	603,829	556,130	47,699
Finance and administration	1,969,091	1,995,857	1,802,947	192,910
Legal	652,685	687,347	622,236	65,111
Planning and community development	1,572,872	1,591,061	1,477,660	113,401
Nondepartmental	2,259,686	11,257,893	9,786,709	1,471,184
Total general government	<u>7,227,872</u>	<u>16,337,817</u>	<u>14,435,231</u>	<u>1,902,586</u>
Public safety:				
Law enforcement	12,758,405	12,876,797	12,159,195	717,602
Fire safety	8,269,529	8,384,002	8,390,657	(6,655)
Total public safety	<u>21,027,934</u>	<u>21,260,799</u>	<u>20,549,852</u>	<u>710,947</u>
Transportation	2,855,080	2,695,547	2,488,804	206,743
Culture and recreation	3,728,993	3,937,681	3,443,894	493,787
Total expenditures	<u>34,839,879</u>	<u>44,231,844</u>	<u>40,917,781</u>	<u>3,314,063</u>
Excess (deficiency) of revenues over expenditures	<u>(2,853,733)</u>	<u>(12,158,201)</u>	<u>(1,104,845)</u>	<u>11,053,356</u>
Other financing sources (uses)				
Transfers in	1,611,658	1,634,422	1,634,422	-
Transfers out	(2,413,125)	(3,119,125)	(3,119,125)	-
Proceeds from sale of capital assets	-	-	1,242,144	1,242,144
Total other financing sources (uses)	<u>(801,467)</u>	<u>(1,484,703)</u>	<u>(242,559)</u>	<u>1,242,144</u>
Net change in fund balances	<u>(3,655,200)</u>	<u>(13,642,904)</u>	<u>(1,347,404)</u>	<u>12,295,500</u>
Fund balances, beginning of year	18,655,553	18,655,553	18,655,553	-
Fund balances, end of year	<u>\$ 15,000,353</u>	<u>\$ 5,012,649</u>	<u>\$ 17,308,149</u>	<u>\$ 12,295,500</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - EASTPORT BUSINESS CENTER CRA
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ 62,310	\$ 62,310	\$ 62,311	\$ 1
Intergovernmental	103,771	103,771	103,940	169
Investment income	1,500	1,500	1,628	128
Miscellaneous	-	-	10,684	10,684
Total revenues	167,581	167,581	178,563	10,982
EXPENDITURES				
Current:				
Economic environment	6,900	24,016	5,775	18,241
Total expenditures	6,900	24,016	5,775	18,241
Excess (deficiency) of revenues over expenditures	160,681	143,565	172,788	29,223
Other financing sources (uses)				
Transfers out	(176,673)	(176,673)	(176,673)	-
Total other financing sources (uses)	(176,673)	(176,673)	(176,673)	-
Net change in fund balances	(15,992)	(33,108)	(3,885)	29,223
Fund balances, beginning of year	293,478	293,478	293,478	-
Fund balances, end of year	\$ 277,486	\$ 260,370	\$ 289,593	\$ 29,223

The accompanying notes to financial statements are an integral part of this statement.

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - TOWN CENTER CRA
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	<u>Budgeted Amounts</u>			<u>Variance with Final Budget - Positive (Negative)</u>
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
REVENUES				
Taxes	\$ 53,543	\$ 53,543	\$ 52,470	\$ (1,073)
Intergovernmental	89,170	719,947	589,541	(130,406)
Charges for services	3,271	3,271	4,729	1,458
Investment income	1,200	1,200	1,319	119
Miscellaneous	2,000	2,000	2,009	9
Total revenues	<u>149,184</u>	<u>779,961</u>	<u>650,068</u>	<u>(129,893)</u>
EXPENDITURES				
Current:				
Economic environment	15,025	13,623	12,109	1,514
Capital outlay	-	731,871	544,874	186,997
Debt service:				
Interest and fiscal charges	39,568	39,568	39,566	2
Total expenditures	<u>54,593</u>	<u>785,062</u>	<u>596,549</u>	<u>188,513</u>
Excess (deficiency) of revenues over expenditures	<u>94,591</u>	<u>(5,101)</u>	<u>53,519</u>	<u>58,620</u>
Other financing sources (uses)				
Transfers in	310,000	575,000	5,000	(570,000)
Transfers out	<u>(404,591)</u>	<u>(404,591)</u>	<u>(404,591)</u>	<u>-</u>
Total other financing sources (uses)	<u>(94,591)</u>	<u>170,409</u>	<u>(399,591)</u>	<u>(570,000)</u>
Net change in fund balances	<u>-</u>	<u>165,308</u>	<u>(346,072)</u>	<u>(511,380)</u>
Fund balances, beginning of year	(1,579,140)	(1,579,140)	(1,579,140)	-
Fund balances, end of year	<u>\$ (1,579,140)</u>	<u>\$ (1,413,832)</u>	<u>\$ (1,925,212)</u>	<u>\$ (511,380)</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF PORT ORANGE, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2017**

	Business-type Activities - Enterprise Funds					Governmental Activities - Internal Service Funds
	Water and Sewer	Solid Waste	Stormwater Utility	Golf Course	Total	
ASSETS						
Equity in pooled cash and cash equivalents	\$ 21,811,384	\$ 3,063,486	\$ 4,461,300	\$ 292,463	\$ 29,628,633	\$ 9,512,515
Accounts receivable, net	2,960,477	869,017	28,453	101,443	3,959,390	33,974
Due from other governments	144,965	5,443	115,241	-	265,649	43,011
Inventories	842,584	-	-	21,382	863,966	-
Prepaid items	18,720	-	-	24,063	42,783	50,389
Due from other funds	-	-	-	-	-	3,165,266
Restricted current assets						
Equity in pooled cash	269,764	-	147,243	-	417,007	-
Total current assets	<u>26,047,894</u>	<u>3,937,946</u>	<u>4,752,237</u>	<u>439,351</u>	<u>35,177,428</u>	<u>12,805,155</u>
Noncurrent assets:						
Restricted cash	14,096,519	-	993,597	-	15,090,116	-
Capital assets:						
Land	15,449,129	42,800	12,336,656	949,209	28,777,794	-
Building and improvements	27,270,874	159,441	-	5,303,762	32,734,077	438,836
Infrastructure	257,087,673	-	34,740,825	-	291,828,498	-
Machinery and equipment	3,114,164	30,500	552,647	92,796	3,790,107	22,887,793
Construction in progress	86,707	-	397,980	-	484,687	18,999
Accumulated depreciation	(116,866,547)	(142,489)	(3,784,509)	(2,713,904)	(123,507,449)	(16,676,709)
Total capital assets, net	<u>186,142,000</u>	<u>90,252</u>	<u>44,243,599</u>	<u>3,631,863</u>	<u>234,107,714</u>	<u>6,668,919</u>
Advances to other funds	1,559,061	-	-	-	1,559,061	1,729,491
Total noncurrent assets	<u>201,797,580</u>	<u>90,252</u>	<u>45,237,196</u>	<u>3,631,863</u>	<u>250,756,891</u>	<u>8,398,410</u>
Total assets	<u>\$ 227,845,474</u>	<u>\$ 4,028,198</u>	<u>\$ 49,989,433</u>	<u>\$ 4,071,214</u>	<u>\$ 285,934,319</u>	<u>\$ 21,203,565</u>
DEFERRED OUTFLOWS OF RESOURCES						
Deferred loss on bond refunding	\$ 274,886	\$ -	\$ 2,068	\$ -	\$ 276,954	\$ -
Deferred outflows related to pensions	876,480	25,930	127,102	-	1,029,512	-
Total assets	<u>\$ 1,151,366</u>	<u>\$ 25,930</u>	<u>\$ 129,170</u>	<u>\$ -</u>	<u>\$ 1,306,466</u>	<u>\$ -</u>
LIABILITIES						
Current liabilities:						
Accounts payable and accrued liabilities	\$ 380,802	\$ 563,123	\$ 223,547	\$ 87,883	\$ 1,255,355	\$ 1,078,731
Deposits	3,643,586	-	-	-	3,643,586	-
Unearned revenue	80,846	-	-	274,935	355,781	-
Due to other funds	-	-	-	-	-	60,000
Estimated claims payable	-	-	-	-	-	414,000
Compensated absences	52,648	80	5,184	-	57,912	14,409
Payable from restricted assets:						
Accounts payable and accrued liabilities	61,549	-	-	-	61,549	-
Current maturities on long-term debt	6,075,374	-	1,122,737	-	7,198,111	-
Accrued interest payable	208,215	-	147,243	-	355,458	-
Total current liabilities	<u>10,503,020</u>	<u>563,203</u>	<u>1,498,711</u>	<u>362,818</u>	<u>12,927,752</u>	<u>1,567,140</u>
Noncurrent liabilities:						
Bonds and notes payable, net	28,079,278	-	9,524,995	-	37,604,273	-
Advances from other funds	-	-	-	3,288,552	3,288,552	-
Compensated absences	473,827	720	46,653	-	521,200	129,671
Net OPEB obligation	485,830	19,636	76,114	-	581,580	-
Net pension liability	2,457,196	72,694	356,329	-	2,886,219	-
Total noncurrent liabilities	<u>31,496,131</u>	<u>93,050</u>	<u>10,004,091</u>	<u>3,288,552</u>	<u>44,881,824</u>	<u>129,671</u>
Total liabilities	<u>\$ 41,999,151</u>	<u>\$ 656,253</u>	<u>\$ 11,502,802</u>	<u>\$ 3,651,370</u>	<u>\$ 57,809,576</u>	<u>\$ 1,696,811</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred inflows related to pensions	\$ 350,074	\$ 10,356	\$ 50,765	\$ -	\$ 411,195	\$ -
NET POSITION						
Net investment in capital assets	\$ 152,262,234	\$ 90,252	\$ 33,597,935	\$ 3,631,863	\$ 189,582,284	\$ 6,668,919
Restricted for debt service	4,410,984	-	993,597	-	5,404,581	-
Restricted for Wetland Mitigation Credits	1,206,394	-	-	-	1,206,394	-
Restricted for renewal and replacement	4,268,584	-	-	-	4,268,584	-
Restricted for utility plant expansion	4,210,557	-	-	-	4,210,557	-
Unrestricted	20,288,862	3,297,267	3,973,504	(3,212,019)	24,347,614	12,837,835
Total net position	<u>\$ 186,647,615</u>	<u>\$ 3,387,519</u>	<u>\$ 38,565,036</u>	<u>\$ 419,844</u>	<u>229,020,014</u>	<u>\$ 19,506,754</u>
Cumulative adjustment to reflect consolidation of internal service fund activities related to enterprise funds					3,334,122	
Net position, business-type activities					<u>\$ 232,354,136</u>	

The accompanying notes to financial statements are an integral part of this statement.

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Business-type Activities - Enterprise Funds					Governmental Activities - Internal Service Funds
	Water and Sewer	Solid Waste	Stormwater Utility	Golf Course	Total	
Operating revenues						
Charges for services	\$ 26,912,733	\$ 7,128,675	\$ 3,920,262	\$ 1,315,325	\$ 39,276,995	\$ 8,155,609
Other revenues	466,341	-	3,601	26,411	496,353	76,455
Total operating revenues	27,379,074	7,128,675	3,923,863	1,341,736	39,773,348	8,232,064
Operating expenses						
Personal services	6,179,592	199,337	762,989	-	7,141,918	1,799,131
Contractual services	2,977,044	6,748,349	732,770	1,318,516	11,776,679	1,870,029
Utilities	1,240,643	1,980	-	-	1,242,623	538,394
Maintenance and repairs	1,388,085	8,167	151,964	16,148	1,564,364	550,935
Other supplies and expenses	2,098,923	2,224	75,811	-	2,176,958	727,938
Insurance claims and expenses	-	-	-	-	-	553,984
Depreciation	5,662,955	5,194	1,324,971	157,619	7,150,739	1,943,472
Total operating expenses	19,547,242	6,965,251	3,048,505	1,492,283	31,053,281	7,983,883
Operating income (loss)	7,831,832	163,424	875,358	(150,547)	8,720,067	248,181
Nonoperating revenues (expenses)						
Interest earnings	116,782	14,055	20,956	1,240	153,033	99,149
Intergovernmental grants	63,421	5,443	87,114	-	155,978	43,011
Gain (loss) on disposition of capital assets	(971)	-	(73,278)	-	(74,249)	122,908
Interest and amortization expense	(918,193)	-	(363,909)	-	(1,282,102)	-
Total nonoperating revenues (expenses)	(738,961)	19,498	(329,117)	1,240	(1,047,340)	265,068
Income (loss) before contributions and transfers	7,092,871	182,922	546,241	(149,307)	7,672,727	513,249
Capital contributions	2,943,644	-	-	-	2,943,644	-
Capital grants	216,606	-	467,559	-	684,165	-
Transfers in	-	-	-	-	-	305,000
Transfers out	(1,219,069)	(204,831)	(270,981)	-	(1,694,881)	(624,173)
Change in net position	9,034,052	(21,909)	742,819	(149,307)	9,605,655	194,076
Net position, beginning of year	177,613,563	3,409,428	37,822,217	569,151	219,414,359	19,312,678
Net position, end of year	\$ 186,647,615	\$ 3,387,519	\$ 38,565,036	\$ 419,844	\$ 229,020,014	\$ 19,506,754
Change in proprietary funds net position					\$ 9,605,655	
Adjustment to reflect consolidation of internal service fund activities related to enterprise funds					111,761	
Change in net position of business-type activities					\$ 9,717,416	

The accompanying notes to financial statements are an integral part of this statement.

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Business-type Activities - Enterprise Funds					Governmental Activities - Internal Service Funds
	Water and Sewer	Solid Waste	Stormwater Utility	Golf Course	Total	
Cash flows from operating activities						
Cash received from customers	\$ 27,814,097	\$ 7,178,913	\$ 4,765,740	\$ 1,312,765	\$ 41,071,515	\$ 8,189,914
Cash paid to employees	(6,059,026)	(217,100)	(734,454)	-	(7,010,580)	(1,731,228)
Cash paid to suppliers	(7,692,328)	(6,719,111)	(894,010)	(1,465,469)	(16,770,918)	(3,679,189)
Net cash provided by (used in) operating activities	<u>14,062,743</u>	<u>242,702</u>	<u>3,137,276</u>	<u>(152,704)</u>	<u>17,290,017</u>	<u>2,779,497</u>
Cash flows from noncapital financing activities						
Transfers from other funds	-	-	-	-	-	305,000
Transfers to other funds	(1,219,069)	(204,831)	(270,981)	-	(1,694,881)	(624,173)
Intergovernmental grant proceeds	63,421	5,443	87,114	-	155,978	43,011
Interfund loans	-	-	-	-	-	(382,057)
Net cash provided by (used in) noncapital financing activities	<u>(1,155,648)</u>	<u>(199,388)</u>	<u>(183,867)</u>	<u>-</u>	<u>(1,538,903)</u>	<u>(658,219)</u>
Cash flows from capital and related financing activities						
Impact fees	1,768,341	-	-	-	1,768,341	-
Acquisition and construction of capital assets	(885,691)	-	(1,028,230)	-	(1,913,921)	(1,476,409)
Capital grants	216,606	-	467,559	-	684,165	-
Principal payments of long-term debt	(1,858,075)	-	(454,937)	-	(2,313,012)	-
Interest paid	(922,232)	-	(254,493)	-	(1,176,725)	-
Net cash provided by (used in) capital and related financing activities	<u>(1,681,051)</u>	<u>-</u>	<u>(1,270,101)</u>	<u>-</u>	<u>(2,951,152)</u>	<u>(1,476,409)</u>
Cash flows from investing activities						
Interest received	390,521	14,055	20,956	1,240	426,772	99,149
Net change in cash and cash equivalents	<u>11,616,565</u>	<u>57,369</u>	<u>1,704,264</u>	<u>(151,464)</u>	<u>13,226,734</u>	<u>744,018</u>
Cash and cash equivalents, beginning of year	<u>24,561,102</u>	<u>3,006,117</u>	<u>3,897,876</u>	<u>443,927</u>	<u>31,909,022</u>	<u>8,768,497</u>
Cash and cash equivalents, end of year	<u><u>\$ 36,177,667</u></u>	<u><u>\$ 3,063,486</u></u>	<u><u>\$ 5,602,140</u></u>	<u><u>\$ 292,463</u></u>	<u><u>\$ 45,135,756</u></u>	<u><u>\$ 9,512,515</u></u>
Cash and cash equivalents classified as:						
Unrestricted	\$ 21,811,384	\$ 3,063,486	\$ 4,461,300	\$ 292,463	\$ 29,628,633	\$ 9,512,515
Restricted	14,366,283	-	1,140,840	-	15,507,123	-
Total cash and cash equivalents	<u><u>\$ 36,177,667</u></u>	<u><u>\$ 3,063,486</u></u>	<u><u>\$ 5,602,140</u></u>	<u><u>\$ 292,463</u></u>	<u><u>\$ 45,135,756</u></u>	<u><u>\$ 9,512,515</u></u>
Reconciliation of operating income to net cash provided by operating activities:						
Operating income (loss)	\$ 7,831,832	\$ 163,424	\$ 875,358	\$ (150,547)	\$ 8,720,067	\$ 248,181
Adjustments to reconcile net operating income (loss) to net cash provided by (used in) operating activities:						
Depreciation	5,662,955	5,194	1,324,971	157,619	7,150,739	1,943,472
Changes in assets and liabilities:						
Accounts receivable	235,900	55,681	150	(6,569)	285,162	861
Due from other governments	148,628	(5,443)	841,727	-	984,912	(43,011)
Inventories	20,307	-	-	(5,148)	15,159	-
Prepaid items	(203)	-	-	(6,777)	(6,980)	232
Accounts payable and accrued liabilities	(7,737)	41,609	66,535	(118,880)	(18,473)	561,859
Deposits	45,261	-	-	-	45,261	-
Unearned revenue	5,234	-	-	(22,402)	(17,168)	-
Compensated absences	(58,291)	(23,983)	1,599	-	(80,675)	5,903
Net pension liability	93,047	2,752	13,492	-	109,291	-
Net OPEB obligation	85,810	3,468	13,444	-	102,722	62,000
Net cash provided by (used in) operating activities	<u><u>\$ 14,062,743</u></u>	<u><u>\$ 242,702</u></u>	<u><u>\$ 3,137,276</u></u>	<u><u>\$ (152,704)</u></u>	<u><u>\$ 17,290,017</u></u>	<u><u>\$ 2,779,497</u></u>
Non-cash investing, capital, and financing activities:						
Capital assets contributed from other sources	\$ 1,174,332	\$ -	\$ -	\$ -	\$ 1,174,332	\$ -

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF PORT ORANGE, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2017**

	<u>Pension Trust Funds</u>
ASSETS	
Cash and cash equivalents with trustee	\$ 4,532,601
Prepaid benefit payments	<u>363,694</u>
Receivables	
Interest and dividends receivable	<u>227,252</u>
Total receivables	<u>227,252</u>
Investments, at fair value	
Government agency obligations	8,289,494
Corporate and municipal debt obligations	13,308,645
Corporate equity securities	44,271,345
Mutual funds	11,170,121
Real estate funds	8,548,266
Partnerships	<u>4,711,778</u>
Total investments	<u>90,299,649</u>
Total assets	<u><u>\$ 95,423,196</u></u>
LIABILITIES	
Accounts payable	<u><u>\$ 91,243</u></u>
NET POSITION	
Restricted for pensions	<u><u>\$ 95,331,953</u></u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Pension Trust Funds
Additions	
Contributions:	
Employer	\$ 6,068,915
Plan members	952,540
State - insurance premium taxes	748,718
Total contributions	<u>7,770,173</u>
Investment earnings	
Net appreciation (depreciation) in fair value of investments	7,805,872
Interest and dividends	1,774,112
Total investment earnings	<u>9,579,984</u>
Less: investment expense	<u>(478,517)</u>
Net investment income (loss)	<u>9,101,467</u>
Total additions	<u>16,871,640</u>
Deductions	
Benefit payments and refunds	6,920,471
Administrative expenses	243,853
Total deductions	<u>7,164,324</u>
Change in net position	<u>9,707,316</u>
Net position restricted for pensions, beginning of year	85,624,637
Net position restricted for pensions, end of year	<u><u>\$ 95,331,953</u></u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(1) **Summary of Significant Accounting Policies:**

The financial statements of the City of Port Orange, Florida (the City), have been prepared in conformance with accounting principles generally accepted in the United States of America as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted body for promulgating governmental accounting and financial reporting principles and the City has adopted the GASB Codification. The following is a summary of the City's significant accounting policies:

(a) **Reporting entity**—The City is a municipal corporation created by the laws of Florida, Chapter 67-1274, located in Volusia County. The legislative branch of the City is comprised of a five member elected Council. The City Council is governed by the City Charter and by state and local laws and regulations. The City Council is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Council-appointed City Manager.

In evaluating the City as a reporting entity, management has addressed all potential component units (traditionally separate reporting entities) for which the City may be financially accountable and, as such, should be included within the City's financial statements. The City (the primary government) is financially accountable if it appoints a voting majority of the organization's governing board and (1) it is able to impose its will on the organization or (2) there is a potential for the organization to provide specific financial burden on the City. Additionally, the primary government is required to consider other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

The financial statements are formatted to allow the user to clearly distinguish between the primary government and its component units. Because of the closeness of their relationship with the primary government (the City), the current component units are blended as though they are part of the primary government.

(b) **Blended component units**—The City has two blended component units, as follows:

The City of Port Orange, Florida, Eastport Business Center Community Redevelopment Agency (the "Eastport Business Center CRA") was created by Ordinance No. 1995-42 to account for the receipt and expenditure of property tax revenues from the tax increment financing district to support City redevelopment in the designated community redevelopment area. Although legally separate, pursuant to Resolution No. 95-23, the City Council declared itself to be the Eastport Business Center CRA and provided for the appointment of two additional members. Since the City is financially accountable for the activities of the Eastport Business Center CRA, its governing board is the same, and its relationship to the City is significant, its financial activities are reported on a blended basis as if it were part of the primary government as a major special revenue fund.

The City of Port Orange, Florida, Town Center Community Redevelopment Agency (the "Town Center CRA") was created by Ordinance No. 1998-79 to account for the receipt and expenditure of property tax revenues from the tax increment financing district to support City redevelopment in the designated community redevelopment area. Although legally separate, pursuant to Resolution No. 98-20, the City Council declared itself to be the Town Center CRA and provided for the appointment of two additional members. Since the City is financially accountable for the activities of the Town Center CRA, its governing board is the same, and its relationship to the City is significant, its financial activities are reported on a blended basis as if it were part of the primary government as a major special revenue fund.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(1) **Summary of Significant Accounting Policies:** (Continued)

(c) **Related organizations**— Organizations for which a primary government is accountable because the City appoints a voting majority of the board, but is not financially accountable, are considered to be related organizations. The City Council temporarily appoints a voting majority of the members of the governing board of The Port Orange Business Park Property Owners' Association, Inc. (the Property Owners' Association). The City is not financially accountable for the organization, nor does the City's accountability for this organization extend significantly beyond making the appointments. Accordingly, financial information for this entity is excluded from the City's financial statements.

The Property Owners' Association was incorporated as a Florida not-for-profit corporation on May 29, 2009, to administer and enforce the Port Orange Business Park (the Business Park) covenants and restrictions affecting certain lands located within the business park. The board of directors of the Property Owners' Association will be elected exclusively by the owners of property within the Business Park. The representation and voting rights assigned to the board members of the Property Owners' Association will be based on each owner's pro-rata share of ownership of all non-Association property within the Business Park. During the year ended September 30, 2017, the City sold its ownership in the Association.

Cypress Head Golf Club (the Golf Course) is an 18-hole championship course, with lighted practice facility, driving range, maintenance barn, cart barn, clubhouse, pro shop, restaurant, banquet room, and other related facilities wholly owned and operated by the City. Golf Club at Cypress Head, Inc. was incorporated on August 31, 2001, under the laws of the State of Florida and is the successor of Cypress Head Golf Course, Inc. which was incorporated on October 10, 1991. Golf Club at Cypress Head, Inc. is engaged primarily in holding the license authorizing the sale of alcoholic beverages at the Golf Course and is wholly owned by the City. The Golf Course is managed by an independent sports management company, which provides separate financial statements and accounting for the revenues and expenses generated from player fees, pro-shop sales, restaurant sales, and other related financial activities of the Golf Course. The accompanying financial statements combine the financial activities of the Golf Course which is managed pursuant to the Agreement for Golf Course Management at Cypress Head and the City's Golf Course Enterprise fund. All real and other personal property associated with golf course operations are combined with the financial reporting of the operational activities of the Golf Course in the City's Golf Course Enterprise Fund.

(d) **Government-wide and fund financial statements**—The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report aggregated information for the overall government for all of the activities of the primary government. These statements do not report fiduciary funds or fiduciary component units such as retirement trust funds. Those activities are reported only in fund financial statements. The effect of interfund activity has been removed from these statements.

Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other nonexchange revenues, are reported separately from business-type activities, which are financed wholly or partially by fees charged to external parties for goods or services and are reported in enterprise funds.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(1) **Summary of Significant Accounting Policies:** (Continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Indirect costs are included in the program expense reported for individual functions and activities. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

(e) **Measurement focus, basis of accounting, and financial statement presentation**—The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period except for grant revenues which are considered earned when expenditures are incurred. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, intergovernmental revenues, licenses and permits, charges for services, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when the government receives cash.

Nonexchange transactions are grouped into four classes, based on their principal characteristics. The accounting treatment for each type of transaction is as follows:

- **Derived Tax Revenues** are defined as assessments imposed on exchange transactions. Examples include: sales taxes, franchise tax, utility taxes, etc. Assets from derived tax revenue are recognized in the period when the exchange transaction on which the tax is imposed or when resources are received, whichever occurs first. Revenues are recognized, net of estimated uncollectible amounts, in the same period that the assets are recognized. Resources received in advance are recorded as deferred revenue until the period of the exchange.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(1) **Summary of Significant Accounting Policies:** (Continued)

- Imposed Nonexchange Revenues result from assessments on nongovernmental entities, other than assessments on exchange transactions. Examples include: ad valorem (property) taxes, fines and penalties, and property forfeitures. Assets from imposed nonexchange revenues are recognized in the period when an enforceable legal claim to the assets arises or when the resources are received, whichever occurs first. Property taxes are recognized in the period for which the taxes are levied. All other imposed nonexchange revenues are recognized in the same period that the assets are recognized.
- Government-mandated Nonexchange Transactions establish eligibility requirements before a transaction can occur. Examples include federal awards and state financial assistance. Until the requirements are met, the recipient does not have a receivable and recognition of revenue received in advance is deferred. The providers (usually federal, state, and county governments) often offer resources on a reimbursement (“expenditure-driven”) basis at the time the recipient has incurred allowable costs under the applicable program.
- Voluntary Nonexchange Transactions result from legislative or contractual agreements other than exchanges, entered into willingly by two or more parties. Examples include certain grants, entitlements, and donations by nongovernmental entities. Principal characteristics of these types of transactions are (1) they are not imposed on the provider or recipient, and (2) fulfillment of eligibility requirements is essential for a transaction to occur. Assets and revenues are recognized when all applicable eligibility requirements, including time requirements, are met. Resources received in advance are reported as deferred revenue.

The City’s accounts are organized on the basis of funds each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures, or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The focus of the governmental and proprietary fund financial statements is on major funds.

The City reports the following major governmental funds:

General Fund—The General Fund is the principal fund of the City which accounts for all financial transactions not accounted for in other funds. The majority of current operating expenditures of the City other than proprietary fund activities are financed through revenues received by the General Fund.

Eastport Business Center Community Redevelopment Area (CRA) Fund—The Eastport CRA Fund accounts for the receipt and expenditure of property tax revenues from the tax increment financing district to support redevelopment in the Eastport Business Center community redevelopment area.

Town Center Community Redevelopment Area (CRA) Fund—The Town Center CRA Fund accounts for the receipt and expenditure of property tax revenues from the tax increment financing district to support redevelopment in the Town Center community redevelopment area.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(1) **Summary of Significant Accounting Policies:** (Continued)

The City reports the following major proprietary funds:

Water and Sewer System Fund—The Water and Sewer System Fund accounts for the costs and recovery of costs in the form of user charges related to the production, treatment and distribution of potable water, along with the collection, treatment and disposal of sewage waste with the City. The maintenance and improvement of utility plant required to provide these goods and services are financed primarily from user charges. Physical plant expansion is financed primarily from revenue bond obligations and other long-term debt borrowings.

Solid Waste Fund—The Solid Waste Fund provides the community with refuse and recycling services provided by third-party contracted vendors, the costs of which are primarily recovered by user charges.

Stormwater Utility Fund—The Stormwater Utility Fund accounts for the collection of drainage fees utilized for the expansion and maintenance of drainage facilities.

Golf Course Fund—The Golf Course Fund accounts for the costs and recovery of costs in the form of user charges related to the use of the 18-hole golf course owned and operated by the City. The maintenance and improvement of the golf course required to provide these goods and services are financed primarily from user charges, existing cash resources, and other City funds.

Additionally, the City reports the following fund types:

Special Revenue Funds—These funds account for financial sources and uses that are legally restricted for specific purposes. The City has four non-major Special Revenue Funds which consist of: the Business Development; Recreation Facilities; Community Development-Building; and Community Development Block Grant funds. These financial activities are reported separately in the Combining and Individual Fund Statements and Schedules section of this report.

Debt Service Funds—These funds are used to account for the accumulation of resources for, and payment of, general long-term debt principal, interest, and related costs. This fund type is used to provide for the debt service requirements of the City's governmental long-term debt.

Capital Projects Funds—These funds are used to account for financial resources to be used for equipment replacement or the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds). The City has the following non-major capital projects funds: General Construction, Transportation Capital Projects, Fire Impact, Transportation Impact, General Obligation Capital Projects, Capital Replacement Funds, Economic Development Capital, 2014 Capital Improvement Bond Projects, and Recreation Impact. These financial activities are reported separately in the Combining and Individual Fund Statements and Schedules section of this report.

Internal Service Funds—The City's Internal Service Funds account for the financial activities of its internal data processing, vehicle maintenance, self-insurance, lease and replacement, building maintenance, and loan pool activities. These type funds provide services to departments of the City on a cost-reimbursement basis.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(1) **Summary of Significant Accounting Policies:** (Continued)

Pension Trust Funds—Accounts for the net position held in trust for defined pension benefits and the related financial activities of the employees' retirement system, which accumulates resources for defined pension benefit payments to the Municipal Police Officers' Retirement Trust Fund, the Municipal Firefighters' Pension Trust Fund, and the General Employee's Pension Trust Fund. Assets accumulated and held in trust in defined contribution pension plans (deferred compensation and money purchase retirement plans) are not included in the financial statements, since such amounts immediately vest with the employees.

As a general rule, the effect of the City's interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the City's water and sewer function and various other functions. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments (when applicable). Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds and internal service funds are charges to customers for sales and services. The City recognizes as operating revenue the portion of impact fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

(f) **Budgets and budgetary accounting**—Annual budgets for all governmental and proprietary funds were adopted in compliance with Florida law. The basis on which the budgets are prepared is consistent with the basis of accounting utilized by the various fund types. The governmental funds' budgets are prepared on the modified accrual basis of accounting. The proprietary funds' budgets are prepared on a full accrual basis of accounting. The City uses the following procedures in establishing the budgetary data reflected in the accompanying financial statements:

- i. On or before July 1st, the City Manager submits a preliminary budget to the City Council for the ensuing fiscal year.
- ii. Budget workshop sessions are scheduled by the City Council, as needed.
- iii. A general summary of the budget and notice of public hearing is published in a local newspaper.
- iv. Prior to October 1st, the budget is legally enacted through passage of an ordinance.
- v. The City Council, by resolution, may make supplemental appropriations in excess of those estimated for the year up to the amount of available revenue in accordance with Section 3.08 of the City Charter. Prior to the end of the fiscal year, supplemental appropriations are made for unanticipated spending requirements by the Council.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(1) **Summary of Significant Accounting Policies:** (Continued)

- vi. The City Council must approve all inter-departmental budget amendments and/or appropriations transfers. Budgetary control is exercised at the department level.
- vii. Every appropriation lapses at the close of the fiscal year.

The budgets for governmental funds that were either adopted or amended during the year by the City Council were prepared using the modified accrual basis of accounting in accordance with generally accepted accounting principles. The general, special revenue, debt service, and capital project funds have legally adopted budgets.

The individual accounts that comprise the water and sewer fund, consisting of the water and sewer revenue account, water and sewer renewal and replacement account, and water and sewer impact fee account, have legally adopted annual budgets. The solid waste, golf course, and stormwater funds also have legally adopted annual budgets.

(g) **Deposits and investments**—The City's cash and cash equivalents include cash on hand, demand deposits and short-term investments that are readily convertible to known amounts of cash. Investments with original maturities of three months or less are considered to be cash equivalents.

The City's investment policies are governed by state statutes and local resolution. These policies authorize the City to invest in bonds, notes, and certificates of indebtedness, treasury bills, or other securities which are guaranteed by the full faith and credit of the United States of America, interest bearing savings accounts, interest bearing certificates of deposit and interest bearing time deposits.

(h) **Receivables and payables**—Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

All trade and property tax receivables are reported net of an allowance for uncollectible accounts, which is based upon management's analysis of historical trends. Utility operating sales are generally recognized on the basis of cycle billings rendered quarterly. Unbilled accounts receivable are accrued by the City at September 30th, to recognize the sales revenues earned between the last meter reading dates made in mid-September through the end of the fiscal year.

(i) **Inventories and prepaid items**—The cost of inventory is accounted for on the consumption basis wherein inventories are charged as expenditures when used, rather than when purchased. All inventories are valued at cost, which approximates market, by using the weighted average valuation method. The effect of this method is to flow the costs of the materials and supplies in the order in which they are purchased and to assign a balance sheet inventory valuation more nearly at current replacement value. No required minimum levels of inventory are maintained.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(1) **Summary of Significant Accounting Policies:** (Continued)

(j) **Restricted assets**—Certain proceeds of enterprise fund revenue bonds, as well as certain resources set aside for their repayments, are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants. Restricted funds are comprised of the following:

Sinking funds - segregated resources generated from operations that are accumulated for making debt service payments over the next twelve months.

Construction funds - segregated resources consisting of net bond proceeds from the issuance of revenue bonds and other long-term debt obligations that are restricted to use in construction.

Renewal and replacement funds – segregated resources that are set aside to meet unexpected repairs or to fund asset renewal and replacement.

Impact fee funds - segregated resources, contributions and development fees paid on new constructions that are restricted for utility system expansion.

(k) **Capital assets**—Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, drainage improvements, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

Infrastructure assets are being accounted for using different methods. For governmental activities, the cost or estimated cost of roads and sidewalks are presented. The City has compiled this information and has recorded all roads and sidewalks acquired after June 30, 1980. For business-type activities, infrastructure assets have been capitalized at cost. Water and sewer utility and stormwater utility improvements are being depreciated over their useful lives.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized, but charged to operating expense as incurred.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Proprietary fund capital assets that are constructed include construction period interest that is capitalized net of interest earned on unexpended construction funds and, therefore, depreciated over the remaining useful life of the related asset. Proprietary fund interest incurred by the City during the current fiscal year was \$994,299. Of this amount, \$14,669 was included as part of the cost of capital assets under construction in connection with the City's water and sewer and stormwater utility construction projects.

Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings	20 – 50 years
Infrastructure	15 – 30 years
Improvements other than buildings	20 – 50 years
Machinery and equipment	5 – 35 years

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(1) **Summary of Significant Accounting Policies:** (Continued)

The City has historically recorded all easements and rights of way that are determined to have limited useful lives at estimated fair market value on the date received. The City has elected to not retroactively report intangible assets that are determined to have indefinite useful lives. The City does not have any intangible assets previously subjected to amortization that have now been determined to have indefinite useful lives.

(l) **Compensated absences**—The City reports compensated absences in the applicable governmental or business-type activity columns in the governmental-wide financial statements. The portion of employee payroll costs paid subsequent to year-end attributable to services performed prior to year-end and accumulated unpaid vacation, sick-leave, and personal leave is recorded and recognized as a current liability. The remainder of the liability for compensated absences payable beyond the current period is recorded as a long-term liability. The City utilizes the General Fund to liquidate the liability for compensated absences from previous years.

It is the City's policy to grant employees vacation leave (annual leave) and sick leave based upon the number of years of employment with the City. Annual leave accrues at a maximum of 22 days per year with a cumulative maximum of 40 days that can be accrued in total as of the beginning of the fiscal year. Upon termination, without cause, all accrued annual leave is paid. Sick leave accrues at 12 days per year.

Employees can receive payment for unused sick time from their fiscal year-end balance, less amount equivalent to 40 hours leave.

(m) **Long-term obligations**—In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Original issue bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. In the fund financial statements, governmental fund types recognize premiums and discounts, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuance are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

(n) **Fund equity**—In the fund financial statements, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Those classifications are as follows:

Nonspendable – The nonspendable fund balance classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash such as inventories and prepaid amounts. It also includes the long-term amount of loans and notes receivable, as well as property acquired for resale unless the use of the proceeds from the collection of those receivables or from the sale of those properties is restricted, committed, or assigned.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(1) **Summary of Significant Accounting Policies:** (Continued)

Restricted – Fund balance is reported as restricted when constraints placed on the use of resources are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation (i.e. when the government assesses, levies, charges, or otherwise mandates payment of resources (from external resource providers) and includes a legally enforceable requirement that those resources be used only for the specific purposes stipulated in the legislation.

Committed – Fund balance amounts that can only be used for specific purposes pursuant to constraints imposed by ordinance of the City Council are reported as committed fund balance. Those committed amounts cannot be used for any other purpose unless the City removes or changes the specified use by taking the same type of action it employed to previously commit those amounts.

Assigned – Fund balance amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed, are reported as assigned fund balance, except for stabilization arrangements. The City Council expressly delegates to the City Manager authority under this policy to assign funds for particular purposes. Such balances must be assigned (encumbered) through a contract or purchase order as provided under Chapter 2, Section 2-294 of the Port Orange Code of Ordinances and Generally Accepted Accounting Principles.

Unassigned – Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund.

The City would typically use restricted fund balances first, followed by committed resources, and then assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned resources first to defer the use of these other classified funds.

The desired net equity reserve maintained by specified funds shall be held at a particular level. This optimal level has been determined to be at least 30-35% of the respective operating expenditures less transfers in the General Fund. The major enterprise funds (excluding the Golf Course Fund) should retain working capital of between 25% and 30% of operating expenses (less transfers).

(o) **Deferred outflows/inflows of resources**—In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has two items, deferred loss on bond refunding in the proprietary funds and government-wide statement of net position, and deferred outflows related to pensions, which qualify for reporting in this category. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. Deferred outflows related to pensions are discussed further in Note (16).

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(1) **Summary of Significant Accounting Policies:** (Continued)

In addition to liabilities, the statement of financial position will sometimes report a separate section for *deferred inflows of resources*. This separate financial statement element represents an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time. The City has two items, unavailable property tax revenues in the governmental fund balance sheets, and deferred inflows related to pensions in the proprietary funds and government-wide statement of net position, which qualify for reporting in this category. Unavailable property tax revenues are deferred and recognized as an inflow of resources in the period the amounts become available. Deferred inflows related to pensions are discussed further in Note (16).

(p) **Net position flow assumption**—Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to determine amounts reported as restricted and unrestricted net position, it is the City's policy to consider restricted net position to have been used before unrestricted net position is applied.

(q) **Use of estimates**—Management uses estimates and assumptions in preparing financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates assumed in preparing the financial statements.

(r) **New accounting standards**—The City adopted GASB 77, *Tax Abatement Disclosures*, during the year. See Note (18) for discussion of the City's tax abatement arrangements.

(2) **Reconciliation of Government-Wide and Fund Financial Statement:**

(a) **Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position**—Following the governmental fund balance sheet is a reconciliation between fund balance – total governmental funds and net position – governmental activities as reported in the government-wide statement of net position. A detailed explanation of these differences is provided in this reconciliation.

(b) **Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities**—Following the governmental fund statement of revenues, expenditures, and changes in fund balances, there is a reconciliation between net changes in fund balances - total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities. A detailed explanation of these differences is provided in this reconciliation.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(3) Property Tax Calendar:

Under Florida law, the assessment of all properties and the collection of all county, municipal and school district property taxes are consolidated in the offices of the County Property Appraiser and County Finance Director. The laws of the state regulating tax assessment are also designed to assure a consistent property valuation method statewide. State Statutes permit municipalities to levy property taxes at a rate of up to 10 mills. The operating and combined debt service millage rates (2017 levy) assessed by the City were 4.4542 and 0.4350 mills, respectively, for the year ended September 30, 2017.

The property tax calendar is as follows:

Valuation Date	January 1, 2016												
Property Appraiser prepares the assessment roll with values as of January 1, 2016, submits this preliminary roll for approval by the State and notifies each taxing authority of their respective valuations.	July 1, 2016												
City Council holds two required public hearings and adopts a budget and ad valorem tax millage rate for the coming fiscal year.	September 2016												
Property Appraiser certifies the assessment roll and all real and tangible personal property taxes are due and payable (Levy date).	November 1, 2016												
A Notice of Taxes is mailed to each property owner on the assessment roll. Taxes may be paid November 2016 through March 2017, with the following applicable discounts:	November 1, 2016												
<table> <tr> <th><u>Month Paid</u></th><th><u>Discount Percent</u></th></tr> <tr> <td>November</td><td>4 %</td></tr> <tr> <td>December</td><td>3</td></tr> <tr> <td>January</td><td>2</td></tr> <tr> <td>February</td><td>1</td></tr> <tr> <td>March</td><td>0</td></tr> </table>	<u>Month Paid</u>	<u>Discount Percent</u>	November	4 %	December	3	January	2	February	1	March	0	through March 31, 2017
<u>Month Paid</u>	<u>Discount Percent</u>												
November	4 %												
December	3												
January	2												
February	1												
March	0												
All unpaid taxes on real and tangible personal property become delinquent.	April 1, 2017												
A list of unpaid tangible personal property taxes and a list of unpaid real property taxes are advertised.	April and May 2017												
Tax certificates are sold on all real estate parcels with unpaid real property taxes (Lien date).	June 1, 2017												
A court order is obtained authorizing the seizure and sale of personal property if the taxpayer fails to pay the delinquent personal property taxes.	June 1, 2017												

At September 30, 2017, the City has recorded property taxes receivable of \$45,803.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(4) Cash Deposits and Investments:

(a) City of Port Orange, Florida:

The City's investment policies are governed by Chapter 280 and 218, Florida Statutes, City Code of Ordinances, and the adopted investment policy. For all investments authorized by statute or policy, the City applies the "Prudent Person" standard when developing investment strategies. The basic allowable investment instruments are as follows:

The Florida PRIME – includes the Florida PRIME and shall be rated "AAAm" by Standard & Poor's or the equivalent by another NRSRO.

United States Government Securities – includes direct negotiable obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government.

United States Government Agencies (full faith and credit of the United States Government) – includes bonds, debentures or notes issued or guaranteed by the United States Government agencies, provided such obligations are back by the full faith and credit of the United States Government.

Federal Instrumentalities (United States Government Sponsored Enterprises ("GSE") which are non-full faith and credit) – includes bonds, debentures or notes issued or guaranteed by the United States Government Sponsored Enterprises which are non-full faith and credit.

Non-Negotiable Interest Bearing Time Certificates of Deposit – includes non-negotiable interest bearing time certificates of deposit or savings accounts in banks organized under the laws of Florida and/or in national banks organized under the laws of the United States and doing business and situated in Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Section 280, Florida Statutes.

Repurchase Agreements – includes repurchase agreements composed of only those investments based on the requirements set by the City's Master Repurchase Agreement.

Commercial Paper – includes commercial paper of any United States company that is rated, at the time of purchase, "Prime-1" by Moody's and "A-1" by Standard & Poor's (prime commercial paper).

Corporate Notes – includes corporate notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States that have a long term debt rating, at the time of purchase, at a minimum "Aa" by Moody's and a minimum long term debt rating of "AA" by Standard & Poor's.

Bankers' Acceptances – includes bankers' acceptances which are issued by a domestic bank or a federally chartered domestic office of a foreign bank, which is eligible for purchase by the Federal Reserve System, at the time of purchase, the short-term paper is rated, at a minimum, "P-1" by Moody's or "A-1" by Standard & Poor's.

State and/or Local Government Taxable and/or Tax-Exempt Debt – includes state and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least "Aa" by Moody's and "AA" by Standard & Poor's for long-term debt, or rate at least "MIG-2" by Moody's and "SP-2" by Standard & Poor's for short-term debt.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(4) Cash Deposits and Investments: (Continued)

Registered Investment Companies (Money Market Mutual Funds) – includes shares in open-end and no-load fixed-income securities mutual funds provided such funds are registered under the Federal Investment Company Act of 1940 and invest in securities permitted by this policy.

Intergovernmental Investment Pool – includes intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Corporation Act, as provided in Section 163.01, Florida Statutes, and provided that said funds contain no derivatives.

Deposits include cash on hand and amounts held in the City's demand accounts. At September 30, 2017, the carrying amount of the City's deposits was \$25,148,105. Each demand account is insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Any balance in excess of FDIC insurance is covered by collateral held by the City's custodial bank, which is pledged to a state trust fund that provides security in accordance with Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

The Florida Security for Public Deposits Act (the Act) established guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral. Under the Act, the qualified public depository must pledge at least 50 percent of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance. Additional collateral, up to a maximum of 125 percent, may be required, if deemed necessary under the conditions set forth in the Act.

Obligations pledged to secure deposits must be delivered to the State Treasurer or, with the approval of the State Treasurer, to a bank, savings association, or trust company provided a power of attorney is delivered to the Treasurer. Under the Act, the pool may assess participating financial institutions on a pro rata basis to fund any shortfall in the event of the failure of a member institution.

The City has funds invested in a money market mutual fund. The fund's portfolio is structured within the confines of Rule 2a-7 under the Investment Company Act of 1940, as amended. SEC Rule 2a-7 is the rule that permits money market funds to use amortized cost to maintain a constant NAV (net asset value) of \$1.00 per share, provided that such funds meet certain criteria. Therefore, the fair value of the City's position in the fund is the same as the value of the fund's shares. The fund invests primarily in short-term, high-quality, fixed-income securities issued by banks, corporations and the U.S. government, rated in the highest short-term category or of comparable quality. As of September 30, 2017, the total invested in the fund was \$11,196,504.

The City measures and records its investments, assets whose use is limited, and restricted assets using fair value measurement guidelines established by GASB Statement No. 72. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- *Level 1:* Quoted prices for identical investments in active markets;
- *Level 2:* Observable inputs other than quoted market prices; and,
- *Level 3:* Unobservable inputs. Values determined based on the underlying real estate and other holdings within the noted investments.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(4) Cash Deposits and Investments: (Continued)

As of September 30, 2017, the City's governmental and business-type investment portfolio was composed of the following investments:

Investment Type	Credit Quality Rating (S&P)	Carrying Value	Weighted Average Investment Maturities (in Years)		Fair Value Hierarchy
			Less Than 1	1 – 5	Classification
Cash	NR	\$ 25,148,105	\$ 25,148,105	\$ -	N/A
Money Market – PFM Funds	NR	11,196,504	11,196,504	-	Level 2
Commercial Paper	A-1	3,200,000	2,200,000	1,000,000	Level 2
Municipal Bonds	AA	840,000	-	840,000	Level 2
Corporate Bonds	AAA to AA-	7,065,000	-	7,065,000	Level 2
US Government Treasury Notes	AA+	9,530,000	-	9,530,000	Level 2
Federal Instrumentalities	AA+	16,735,000	-	16,735,000	Level 2
Federal Agency Collat. Mortgage Obligations	AA+	148,051	-	148,051	Level 2
Asset-Backed Securities	AAA	6,060,981	-	6,060,981	Level 2
Supra-national agency bond	AAA	5,100,000	-	5,100,000	Level 2
Certificates of deposit	NR	207,930	207,930	-	N/A
Total Portfolio		<u>\$ 85,231,571</u>	<u>\$ 38,752,539</u>	<u>\$ 46,479,032</u>	

Interest Rate Risk: The City's investment policy limits interest rate risk by attempting to match investment maturities with known cash needs and anticipated cash flow requirements. The investment of current operating funds will have maturities of no longer than twenty-four (24) months. Investments of bond reserves, construction funds, and other non-operating funds ("core funds") shall have a term appropriate to the need for funds and in accordance with debt covenants, but should not exceed ten years. From time to time the above parameters may require modification in order to meet specific construction draw schedules or other predetermined operating, capital needs or to satisfy debt obligations but in no event shall exceed thirty (30) years.

Credit Risk: Credit risk is the risk that a debt issuer or other counter-party to an investment will not fulfill its obligations. The City's investment policy utilizes portfolio diversification in order to limit investments to the highest rated securities as rated by nationally recognized rating agencies. The ratings of the investments held at year end are shown above. All are rated within the investment policy guidelines at September 30, 2017.

Concentration of Credit Risk: The City's investment policy has established asset allocation and issuer limits on its investments which are designed to reduce concentration of credit risk of the City's investment portfolio. A maximum of 25% of available funds may be invested in the Florida PRIME, 100% of available funds may be invested in the United States Government Securities, 75% of available funds may be invested in United States Government agencies with a 50% limit on individual issuers, 80% of available funds may be invested in Federal Instrumentalities with a 40% limit on individual issuers, 25% of available funds may be invested in non-negotiable interest bearing time certificates of deposit with a 15% limit on individual issuers, 50% of available funds may be invested in repurchase agreements excluding one (1) business day agreements and overnight sweep agreements with a 25% limit on individual issuers, 30% of available funds may be directly invested in prime commercial paper with a 10% limit on individual issuers, 15% of available funds may be directly invested in corporate notes with a 5% limit on individual issuers, 30% of available funds may be directly invested in Bankers' acceptances with a 10% limit on individual issuers, 20% of available funds may be invested in taxable and tax-exempt debts, 50% of available funds may be invested in mutual funds excluding one (1) business day overnight sweep agreements with a 25% limit on individual issuers, 25% of available funds may be invested in intergovernmental investment pools.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(4) Cash Deposits and Investments: (Continued)

Custodial Credit Risk—Deposits: In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. Pursuant to the applicable provisions of Chapter 280, Florida Statutes, *The Florida Security for Public Deposits Act*, the State of Florida, Department of Financial Services, Division of Treasury, Bureau of Collateral Management have established specific requirements relative to the security and collateralization for public deposits. Accordingly, banks qualifying as a public depository in the State of Florida must adopt the necessary procedures outlined in these statutes and meet all of the requirements of this chapter to be designated by the State Chief Financial Officer (CFO) as eligible to receive deposits from municipal depositors. Collateral having a market value equal to 50% of the average daily balance for each month of all public deposits in excess of any applicable depository insurance is required to be pledged or deposited with the State CFO to secure such deposits. Additional collateral, up to a maximum of 125% may be required if deemed necessary under the conditions set forth in the Act. Securities eligible to be pledged as collateral are generally limited to obligations of the United States government and any state thereof and are held in the name of the State CFO's office. Compliance with the provisions of Chapter 280, Florida Statutes, is monitored by a Qualified Public Depository Oversight Board with members appointed by the State CFO.

Custodial Credit Risk—Investments: In the case of investments, this is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. As of September 30, 2017, the City's investments in U.S. Treasury obligations and federal instrumentalities/agency obligations are backed by the full faith and credit of the United States, or explicitly guaranteed by the United States. The City's investment in corporate debt obligations are held in the form of corporate bonds through a financial brokerage firm. The corporate debt obligations are uninsured, unregistered and held by the City's brokerage firm which is also the counterparty for these particular securities.

Foreign Currency Risk: Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment. The investment policy does not permit general obligations issued by a foreign government and is, therefore, not exposed to foreign currency risk.

(b) Pensions Plans:

The City's Pension Plans are authorized to invest in the following investments:

Investment products and funds provided through insurance companies, including, but not limited to, annuity and life insurance contracts of life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the members in the fund shall be entitled under the provisions of this system and pay the initial and subsequent premium thereon.

Time or savings accounts of a national bank, a state bank or a savings/building and loan association insured by the Federal Deposit Insurance Corporation.

Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States.

Open-end non-commission bank or insurance company real estate funds with ability to liquidate every three (3) months.

Foreign securities.

Bonds, stocks, commingled or mutual funds.

State Board of Administration and the investment vehicles it utilizes.

Any other investment which the pension board deems to be prudent.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(4) Cash Deposits and Investments: (Continued)

The following chart shows the General Employees' Pension fund cash and investment accounts by investment portfolios and their respective maturities (in years):

	Fair Value	Weighted Average Maturity (years)	Credit Rating Range (S&P)	Fair Value Hierarchy Classification
Money Market Funds	\$ 984,829	N/A	NR	N/A
U.S. General & Agency Obligations	1,648,029	15.49	AAA	Level 2
Corporate & Municipal Bonds	4,732,993	5.65	BBB – AAA	Level 2
Common Stock	17,905,836	N/A	NR	Level 1
Florida Municipal Trust	3,137,418	N/A	NR	Level 1
Real Estate Pooled Separate Account	4,380,079	N/A	NR	Level 3
Total Portfolio	<u>\$ 32,789,184</u>			

The following chart shows the Fire Pension fund cash and investment accounts by investment portfolios and their respective maturities (in years):

	Fair Value	Weighted Average Maturity (years)	Credit Rating Range (Moody's)	Fair Value Hierarchy Classification
Money Market Funds	\$ 1,884,677	N/A	NR	N/A
U.S. General & Agency Obligations	1,561,926	4.5	AAA	Level 2
Corporate Bonds	5,320,923	9.4	Baa3, Aaa	Level 2
Common Stock	7,493,632	N/A	NR	Level 1
Mutual Funds	10,344,167	N/A	NR	Level 1
Real Estate Partnership	1,289,131	N/A	NR	Level 3
Total Portfolio	<u>\$ 27,894,456</u>			

The following chart shows the Police Pension fund cash and investment accounts by investment portfolios and their respective maturities (in years):

	Fair Value	Weighted Average Maturity (years)	Credit Rating Range (S&P)	Fair Value Hierarchy Classification
Money Market Funds	\$ 1,663,095	N/A	NR	N/A
U.S. General & Agency Obligations	5,079,539	15.49	AAA	Level 2
Corporate & Municipal Debt	3,254,729	5.65	BAA1 – AA3	Level 2
Common Stock	18,871,877	N/A	NR	Level 1
Mutual Funds	825,954	N/A	NR	Level 1
Partnership securities	1,574,360	N/A	NR	Level 3
Real Estate	2,879,056	N/A	NR	Level 3
Total Portfolio	<u>\$ 34,148,610</u>			

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(4) Cash Deposits and Investments: (Continued)

Interest Rate Risk: Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of investments. Generally, the longer the time to maturity, the greater the exposure to interest rate risk. The established performance objectives of the Pension Plans require investment maturities to provide sufficient liquidity to pay obligations as they become due. At September 30, 2017, the weighted average maturity in years for each investment type is included in the preceding tale.

Credit Risk: Credit risk is the risk that a debt issuer or other counter-party to an investment will not fulfill its obligations. The Pension Plans utilize portfolio diversification in order to limit investments to the highest rated securities as rated by nationally recognized rating agencies. The ratings of the investments held at year end are shown above. All are rated within the investment policy guidelines at September 30, 2017.

Concentration of Credit Risk: Concentration of credit risk is the risk of loss attributed to the magnitude of an investment in a single issuer. The Fire Pension trust funds policy does not allow more than five (5) percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company, exceed five (5) percent of the outstanding stock of that company, nor shall the aggregate of its investments at market in common stock, capital stock and convertible securities exceed seventy (70) percent of the fund's total assets. The Police Pension trust funds policy does not allow more than five (5) percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company, exceed twelve and one-half (12.5) percent of the outstanding stock of that company. The General Employee Pension trust funds policy does not allow more than five (5) percent of its assets in the common stock, capital stock, or convertible securities of any one issuing company, nor shall the aggregate investment in any one issuing company, exceed fifteen (15) percent of the outstanding stock of that company, nor shall the aggregate of its investments at market in common stock, capital stock and convertible securities exceed seventy-five (75) percent of the fund's total assets. At September 30, 2017, the investment portfolios met the single issuer limitations.

Custodial Credit Risk: Custodial credit risk is the risk that the City may not recover cash and investments held by another party in the event of financial failure. Custodial credit risk is limited since investments are held in independent custodial safekeeping accounts or mutual funds.

Foreign Currency Risk: Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment. The Pension trust funds policies allow for up to twenty-five (25) percent of its investments in common stock, capital stock and convertible securities at market value in foreign securities. At September 30, 2017, the investment portfolios met the foreign securities limitations.

A reconciliation of cash and investments as shown in the accompanying financial statements follows:

Fair Value/Carrying Value	
Governmental and Business-type Investment Portfolio	\$ 85,231,571
Pension Investment Portfolio	94,832,250
Total	<u><u>\$180,063,821</u></u>
Government-Wide Statement of Net Position:	
Equity in pooled cash	\$ 57,077,465
Restricted equity in pooled cash	26,965,548
Restricted investments	1,188,558
Statement of Fiduciary Net Position:	
Cash and cash equivalents with trustee	4,532,601
Investments	90,299,649
Total	<u><u>\$180,063,821</u></u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(5) Accounts Receivable:

The City's receivables consisted of the following at September 30, 2017:

	<u>Gross Receivable</u>	<u>Allowance for Doubtful Accounts</u>	<u>Net Receivable</u>
Governmental Activities:			
General Fund			
Delinquent taxes receivable	\$ 41,579	\$ -	\$ 41,579
Accounts receivable	2,679,757	(1,427,398)	1,252,359
Town Center CRA Fund			
Accounts receivable	-	-	-
Nonmajor Governmental Funds			
Delinquent taxes receivable	4,224	-	4,224
Accounts receivable	26,024	(20,123)	5,901
	<u>2,751,584</u>	<u>(1,447,521)</u>	<u>1,304,063</u>
Internal Service:			
Internal Service Funds			
Accounts receivable	33,974	-	33,974
Total – Governmental Activities	<u>2,785,558</u>	<u>(1,447,521)</u>	<u>1,338,037</u>
Business-Type Activities:			
Water and Sewer Fund			
Accounts receivable	3,327,726	(367,249)	2,960,477
Solid Waste Fund			
Accounts receivable	931,231	(62,214)	869,017
Stormwater Utility Fund			
Accounts receivable	28,992	(539)	28,453
Golf Course Fund			
Accounts receivable	101,443	-	101,443
Totals – Business-Type Activities	<u>4,389,392</u>	<u>(430,002)</u>	<u>3,959,390</u>
Totals	<u>\$ 7,174,950</u>	<u>\$ (1,877,523)</u>	<u>\$ 5,297,427</u>

(6) Interfund Loans, Advances, Fees, and Transfers:

At September 30, 2017, individual fund advances to and from other funds for the primary government were comprised of the following:

	<u>Advance To</u>	<u>Advance From</u>
Governmental Activities:		
Loan Pool Fund:		
Golf Course Fund	\$ 1,729,491	\$ -
Business-Type Activities:		
Water and Sewer Fund:		
Golf Course Fund	1,559,061	-
Golf Course Fund:		
Loan Pool Fund	-	1,729,491
Water and Sewer Fund	-	1,559,061
Totals – All Funds	<u>\$ 3,288,552</u>	<u>\$ 3,288,552</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(6) Interfund Loans, Advances, Fees, and Transfers: (Continued)

The outstanding balances between funds result mainly from the time lag between the dates reimbursable expenditures occur, when transactions are recorded in the accounting system, and when payments between funds are made. Individual fund interfund receivables and payables for the primary government at September 30, 2017, were comprised of the following:

	<u>Due From Other Funds</u>	<u>Due to Other Funds</u>
Governmental Activities:		
General Fund:		
Transportation Capital Projects Fund	\$ 200,100	\$ -
Town Center CRA Fund	338,500	-
Town Center CRA Fund:		
General Fund	-	338,500
Loan Pool Internal Service Fund	-	2,072,390
Transportation Capital Projects Fund:		
General Fund	-	200,100
Capital Replacement Capital Projects Fund	-	423,986
Transportation Impact Capital Projects Fund	-	450,000
Loan Pool Internal Service Fund	-	421,090
Capital Replacement Capital Projects Fund:		
Transportation Capital Projects Fund	423,986	-
Community Dev. Block Grant Special Revenue Fund:		
Loan Pool Internal Service Fund	-	207,238
Transportation Impact Fee Fund:		
Transportation Capital Projects Fund	450,000	-
Recreation Impact Capital Projects Fund:		
Loan Pool Internal Service Fund	-	404,548
	<u>1,412,586</u>	<u>4,517,852</u>
Internal Service:		
Vehicle Maintenance Internal Service Fund:		
Loan Pool Internal Service Fund	-	60,000
Loan Pool Internal Service Fund:		
Recreation Impact Projects Fund	404,548	-
Town Center CRA Fund	2,072,390	-
Community Dev. Block Grant Special Revenue Fund	207,238	-
Transportation Capital Projects Fund	421,090	-
Vehicle Maintenance Internal Service Fund	60,000	-
	<u>3,165,266</u>	<u>60,000</u>
Total – All Funds	<u>\$ 4,577,852</u>	<u>\$ 4,577,852</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(6) Interfund Loans, Advances, Fees, and Transfers: (Continued)

For the year ended September 30, 2017, individual fund transfers to and from other funds for the primary government were comprised of the following:

	<u>Transfer From</u>	<u>Transfer To</u>
Governmental Activities:		
General Fund:		
Debt Service Fund	\$ 1,125	\$ 332,125
Capital Replacement Fund	21,639	2,482,000
Water and Sewer Fund	1,219,069	-
Solid Waste Fund	204,831	-
Stormwater Utility Fund	187,758	-
Internal Service Funds	-	305,000
Eastport Business Center CRA Fund:		
Debt Service Fund	-	176,673
Town Center CRA Fund:		
Debt Service Fund	-	404,591
Capital Replacement Fund	5,000	-
Nonmajor Governmental Funds:		
Debt Service Fund:		
General Fund	332,125	1,125
Eastport Business Center CRA Fund	176,673	-
Town Center CRA Fund	404,591	-
Stormwater Utility Fund	83,223	-
Internal Service Funds	624,173	-
Capital Replacement Fund:		
General Fund	2,482,000	21,639
Town Center CRA Fund	-	5,000
	<u>5,742,207</u>	<u>3,728,153</u>
Business-type Activities:		
Water and Sewer Fund:		
General Fund	-	1,219,069
Solid Waste Fund:		
General Fund	-	204,831
Stormwater Utility Fund:		
General Fund	-	187,758
Debt Service Fund	-	83,223
	<u>-</u>	<u>1,694,881</u>
Internal Service Funds:		
Debt Service Fund	305,000	624,173
	<u>305,000</u>	<u>624,173</u>
Totals – All Funds	<u>\$ 6,047,207</u>	<u>\$ 6,047,207</u>

Transfers are used to (1) move revenues from the fund with collection authorization to the debt service fund as debt service principal and interest payments become due, (2) move restricted amounts from borrowings to the debt service funds to establish and maintain mandatory reserve and sinking fund accounts, (3) move revenues from proprietary fund operations to the general fund for payments in lieu of taxes, and (4) move unrestricted revenues to finance various programs that the City must account for in other funds in accordance with budgetary authorizations, including amounts provided as matching funds for various grant programs.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(7) Capital Assets:

Capital asset activity for the fiscal year ended September 30, 2017 is as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities:				
Capital assets, not being depreciated –				
Land	\$ 19,221,247	\$ 2,159,570	\$ (869,881)	\$ 20,510,936
Easements	5,534,701	1,507,267	-	7,041,968
Works of art	12,000	-	-	12,000
Construction in progress	1,081,756	600,038	(897,053)	784,741
Total capital assets, not being depreciated	25,849,704	4,266,875	(1,766,934)	28,349,645
Capital assets, being depreciated –				
Buildings and improvements	72,737,041	4,990,359	(7,308)	77,720,092
Infrastructure	77,856,455	363,081	(194,063)	78,025,473
Equipment	30,110,648	1,762,206	(4,106,880)	27,765,974
Total capital assets, being depreciated	180,704,144	7,115,646	(4,308,251)	183,511,539
Less accumulated depreciation for–				
Buildings, improvements	(15,479,289)	(971,526)	-	(16,451,067)
Infrastructure	(33,802,487)	(4,735,010)	194,063	(38,343,434)
Equipment	(22,342,847)	(2,260,508)	4,082,490	(20,520,613)
Total accumulated depreciation	(71,624,623)	(7,967,044)	4,276,553	(75,315,114)
Total capital assets, being depreciated, net	109,079,521	(851,398)	(31,698)	108,196,425
Governmental activities capital assets, net	<u>\$ 134,929,225</u>	<u>\$ 3,415,477</u>	<u>\$ (1,798,632)</u>	<u>\$ 136,546,070</u>
Business-type activities:				
Capital assets, not being depreciated –				
Land	\$ 28,777,794	\$ -	\$ -	\$ 28,777,794
Construction in progress	913,617	205,261	(634,191)	484,687
Total capital assets, not being depreciated	29,691,411	205,261	(634,191)	29,262,481
Capital assets, being depreciated –				
Buildings and improvements	32,734,077	-	-	32,734,077
Infrastructure	288,547,148	3,361,000	(79,650)	291,828,498
Equipment	3,911,454	201,352	(322,699)	3,790,107
Total capital assets, being depreciated	325,192,679	3,562,352	(402,349)	328,352,682
Less accumulated depreciation for –				
Buildings and improvements	(111,347,240)	(5,555,333)	-	(116,902,573)
Infrastructure	(2,404,733)	(1,269,216)	6,372	(3,667,577)
Equipment	(2,933,808)	(326,190)	322,699	(2,937,299)
Total accumulated depreciation	(116,685,781)	(7,150,739)	329,071	(123,507,449)
Total capital assets, being depreciated, net	208,506,898	(3,588,387)	(73,278)	204,845,233
Business-type activities capital assets, net	<u>\$ 238,198,309</u>	<u>\$ (3,383,126)</u>	<u>\$ (707,469)</u>	<u>\$ 234,107,714</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(7) **Capital Assets:** (Continued)

Depreciation expense was charged to functions/programs as follows:

Governmental activities:	
General governmental	\$ 2,465,178
Public safety	855,092
Transportation	3,553,068
Culture and recreation	1,093,706
Total depreciation expense - governmental activities	<u>\$ 7,967,044</u>
Business-type activities:	
Water and sewer	\$ 5,662,955
Solid Waste	5,194
Stormwater Utility	1,324,971
Golf Course	157,619
Total depreciation expense - business-type activities	<u>\$ 7,150,739</u>

(8) **Commitments:**

The City had active construction projects as of September 30, 2017. The projects included construction of utility improvements, road and right-of-way improvements, recreational facilities, and drainage improvements. At September 30, 2017, the City's commitments with contractors were as follows:

Project	Total Adjusted Contract Amounts	Remaining Commitment
Water and Sewer Utility Improvements	\$ 735,815	\$ 735,815
Transportation Infrastructure Improvements	1,800,231	1,278,563
Facility Improvements	290,216	163,266
Recreational Improvements	1,826,077	882,553
Drainage Improvements	919,375	596,945
	<u>\$ 5,571,714</u>	<u>\$ 3,657,142</u>

The commitment for utility improvements is being funded from water and sewer equity, State Revolving Loan proceeds, and water and sewer revenue. Construction of transportation infrastructure improvements is being funded from gas tax revenues, transportation impact fee funds, grant funds, and capital project funds. The facility improvements are funded from general fund equity, recreation facility funds and bond proceeds. Recreational improvements are primarily funded from capital project funds, bond proceeds, impact fee funds, grant funds, general funds and loan pool funds. The commitment for drainage improvements is being funded from drainage revenues.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(9) Operating Leases:

The City has entered into leases with various tenants for the rental of real property and buildings contiguous to City Hall which houses the Palmer Chiropractic campus, land and buildings which house the Port Orange branch of the Volusia/Flagler Young Men's Christian Association, Inc., a funeral home on City property, the restaurant at Cypress Head Golf Club, and certain real property used for outdoor activities.

At September 30, 2017, future minimum lease payments to be received under these operating leases are as follows:

<u>Year Ending September 30,</u>	<u>Total</u>
2018	\$ 830,165
2019	783,695
2020	798,246
2021	812,775
2022	746,285
2023-2027	2,806,920
2028	64,506
Total	<u>\$ 6,842,591</u>

The following is a summary of the City's investments in property held for lease at September 30, 2017:

Land	\$ 45,000
Buildings	2,004,564
Improvements	867,043
Equipment	199,844
	<u>3,116,451</u>
Less: accumulated depreciation	2,682,019
Total	<u>\$ 434,432</u>

(10) Long-Term Liabilities:

Long-term liability activity for the year ended September 30, 2017, was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Governmental activities:					
Bonds payable:					
General obligation bonds and notes	\$ 12,895,000	\$ -	\$ (540,000)	\$ 12,355,000	\$ 485,000
Revenue bonds and notes	22,355,000	-	(820,000)	21,535,000	845,000
Less deferred amount:					
Original issue premium	1,973,940	-	(151,581)	1,822,359	-
Original issue (discount)	(89,499)	-	7,904	(81,595)	-
Total bonds and notes payable	37,134,441	-	(1,503,677)	35,630,764	1,330,000
Compensated absences	2,413,622	1,701,490	(1,611,952)	2,503,160	250,317
Governmental activities –					
Total long-term liabilities	<u>\$ 39,548,063</u>	<u>\$ 1,701,490</u>	<u>\$ (3,115,629)</u>	<u>\$38,133,924</u>	<u>\$ 1,580,317</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(10) **Long-Term Liabilities:** (Continued)

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Business-type activities:					
Bonds payable:					
Revenue bonds and notes	\$ 26,260,000	\$ -	\$ -	\$ 26,260,000	\$ 4,505,000
Loans from other governments	21,208,812	-	(2,618,179)	18,590,633	2,693,111
Less deferred amount:					
Original issue (discount)	(51,694)	-	3,445	(48,249)	-
Total bonds and notes payable	47,417,118	-	(2,614,734)	44,802,384	7,198,111
Compensated absences	659,787	434,117	(514,792)	579,112	57,912
Business-type activities –					
Total long-term liabilities	<u>\$ 48,076,905</u>	<u>\$ 434,117</u>	<u>\$ (3,129,526)</u>	<u>\$ 45,381,496</u>	<u>\$ 7,256,023</u>

Bonds and notes payable in the City's governmental activities at September 30, 2017, were comprised of the following obligations:

Series 2006 Eastport Community Redevelopment Agency Tax Increment Note, was issued to fund the construction of infrastructure improvements in the Eastport Community Redevelopment Area, due in payments of principal plus interest at 3.922% semi-annually on April 1 and October 1 of each year until final maturity on October 1, 2024. Pledged by Eastport CRA tax increment revenues.	\$ 1,515,000
Series 2007 Town Center Community Redevelopment Agency Tax Increment Note, was issued to fund the construction of infrastructure improvements in the Town Center Community Redevelopment Area, due in payments of principal plus interest ranging from 4.00% to 4.625% semi-annually on April 1 and October 1 of each year until final maturity on April 1, 2036. Pledged by Town Center tax increment revenues.	4,890,000
Series 2014 Capital Improvement Refunding Revenue Bonds were issued in the amount of \$16,350,000 to refund the City's Capital Improvement Revenue Bonds, Series 2004, and to construct certain capital improvements in the Town Center area of the City. Bond is due in payments of principal plus interest ranging from 2.00% to 5.00% in semi-annual installments due on April 1 and October 1 through October 1, 2035. Secured by a lien upon and pledge of public service taxes imposed on certain purchases of electricity and metered or bottled gas, and communication service taxes originating within the corporate limits of the City.	15,130,000
Total revenue bonds	21,535,000
Series 2016 General Obligation Bonds were issued in the amount of \$12,895,000 to refund the City's General Obligation Bonds, Series 2006; payments are due serially with interest rates ranging from 2.00% to 4.00%, payable in semi-annual installments due on April 1 and October 1 through April 1, 2036.	12,355,000
Total revenue and general obligation bonds	33,890,000
Net unamortized premiums/(discounts)	1,740,764
Total bonds and notes payable	\$ 35,630,764

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(10) **Long-Term Liabilities:** (Continued)

Annual debt service requirements to maturity for the City's governmental activities bonds and notes payable are as follows:

Year Ending September 30,	General Obligation Bonds		Revenue Bonds		Total
	Principal	Interest	Principal	Interest	
2018	\$ 485,000	\$ 415,869	\$ 845,000	\$ 886,363	\$ 2,632,232
2019	495,000	406,169	885,000	851,701	2,637,870
2020	505,000	396,269	980,000	814,252	2,695,521
2021	520,000	381,119	1,015,000	773,906	2,690,025
2022	535,000	365,519	1,055,000	732,095	2,690,614
2023-2027	2,950,000	1,554,926	5,470,000	2,925,654	12,900,580
2028-2032	3,525,000	974,550	5,790,000	1,797,777	12,087,327
2033-2036	3,340,000	262,350	5,495,000	566,206	9,663,556
Total	<u>\$ 12,355,000</u>	<u>\$ 4,756,771</u>	<u>\$21,535,000</u>	<u>\$ 9,347,954</u>	<u>\$ 47,994,725</u>

Bonds and notes payable in the City's business-type activities at September 30, 2017, were comprised of the following obligations:

Series 2003B Capital Improvement Note fully and partially advance-refunded (defeased) a certain revenue bond debt obligation. The Series 2003B Note bears interest at 3.646% and is payable on April 1 and October 1 with principal maturing in October 1 of each year. Funds pledged to service interest and principal of this issue is payable from non-ad valorem revenues of the City.	\$ 100,000
Series 2012 Water and Sewer Refunding Revenue Bonds were issued in the amount of \$26,390,000 in July 2012 to provide for the advance refunding of the Series 2003 Bonds, which were refunded in full on October 1, 2012, and to finance the expansion of the City's water and sewer utility system. Due serially with interest rates ranging from 3.00% to 5.00%, payable in semi-annual installments due on April 1 and October 1 through October 1, 2021. Pledged by water and sewer fund revenues.	16,125,000
Series 2005 Stormwater Utility Revenue Bonds were issued in the amount of \$7,470,000 to provide for the expansion of the City's stormwater drainage system and infrastructure. Due serially with interest rates ranging from 3.00% to 4.30%, payable in semi-annual installments due on April 1 and October 1 through October 1, 2035. Pledged by non-ad valorem stormwater drainage assessments.	4,965,000
Series 2008 Stormwater Utility Refunding Revenue Note was issued in the amount of \$4,610,000 at parity and consistent with other stormwater debt of the system, with proceeds used to partially refund the Stormwater Utility Revenue Bonds, Series 1998. The note bears interest at 3.69%, payable in semi-annual installments due on April 1 and October 1 through October 1, 2018, and is pledged by non-ad valorem stormwater drainage assessments.	565,000
Total revenue bonds and notes payable	<u>\$ 26,260,000</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(10) **Long-Term Liabilities:** (Continued)

The following is a summary of the City's State Revolving Fund (SRF) loans granted by the State to fund various water, sewer, and drainage projects:

Project Loan Number	Original Amounts	Interest Rate	Payment Dates	Final Maturity	Balance 9/30/17
Water and Sewer Fund:					
WWW72514S	\$ 7,230,813	1.425%	2/15; 8/15	2026	\$ 3,860,738
CS12072513P	13,727,360	1.525-1.635%	3/15; 9/15	2023	4,996,184
CS120725080	8,996,824	1.495-1.560%	2/15; 8/15	2021	2,026,954
CS120725090	4,272,000	1.535%	2/15; 8/15	2020	696,007
DW6413030	4,365,810	2.580%	3/15; 9/15	2027	2,589,767
Stormwater Utility Fund:					
SW725150	5,116,928	1.195%	1/15; 7/15	2027	4,018,250
SW120725100	1,556,976	1.515%	2/15; 8/15	2021	402,733
Total					<u><u>\$ 18,590,633</u></u>

Total business-type bonds, notes, and loans payable are as follows:

Revenue bonds and notes	\$ 26,260,000
SRF loans from other governments	18,590,633
Net unamortized premiums (discounts)	(48,249)
	<u><u>\$ 44,802,384</u></u>

Annual debt service requirements to maturity for the City's business-type activities bonds, notes, and SRF loans payable are as follows:

Year Ending September 30,	Revenue Bonds & Notes		SRF Loans		Total
	Principal	Interest	Principal	Interest	
2018	\$ 4,505,000	\$ 562,128	\$ 2,693,111	\$ 494,485	\$ 8,254,724
2019	4,600,000	479,297	2,770,206	417,390	8,266,893
2020	3,990,000	402,367	2,703,848	338,071	7,434,286
2021	4,065,000	331,483	2,325,896	263,208	6,985,587
2022	4,135,000	259,323	1,971,169	203,131	6,568,623
2023-2027	-	1,114,675	6,126,403	361,530	7,602,608
2028-2032	2,400,000	878,607	-	-	3,278,607
2033-2037	2,565,000	237,264	-	-	2,802,264
Total	<u><u>\$ 26,260,000</u></u>	<u><u>\$ 4,393,507</u></u>	<u><u>\$ 18,590,633</u></u>	<u><u>\$ 2,077,815</u></u>	<u><u>\$ 51,193,592</u></u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(10) **Long-Term Liabilities:** (Continued)

Conduit Debt Obligation

Pursuant to the provisions of Ordinance No. 2010-31, the City authorized issuance of conduit debt in the total amount not to exceed \$28,300,000 for Palmer Chiropractic University Foundation, an Iowa not-for-profit corporation, doing business as Palmer College of Chiropractic Florida (the Borrower).

On December 1, 2010, the Borrower issued a \$27,750,000 Palmer Chiropractic Florida Project, Series 2010 Tax Exempt Revenue Note. The proceeds of the note were utilized for acquisition, construction and equipping of certain additional improvements to the Borrower's Florida campus and to provide for the early redemption and refunding of \$14,640,000 outstanding principal amount of the Issuer's Variable Rate Demand Revenue Bonds (Palmer College of Chiropractic Florida Project), Series 2002. The Series 2010 Note is secured with a mortgage, assignment of rents and security agreement signed by the borrower granting a first mortgage lien on the mortgaged campus property. Principal payments are due in quarterly installments including interest at the effective rate of 1.58% per annum through 2030. At September 30, 2017, the balance of this conduit debt outstanding is \$21,120,000.

Under the financing agreements, the City is not obligated to pay the Series 2010 Note except from the proceeds derived from the repayment of the loan to the Palmer College Foundation, or from the other security pledged thereof by Palmer College Foundation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal or, premium, if any, or the interest on the obligation.

(11) **Commitments and Contingencies:**

The City is engaged in various liability claims incidental to the conduct of its general government operations at September 30, 2017. The outcomes of established claims are included in these financial statements. In the opinion of the City's legal counsel, no legal proceedings are pending or threatened against the City which are not covered by applicable insurance which would inhibit its ability to perform its operations or materially affect its financial condition.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(12) Risk Management:

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters, all of which is satisfactorily insured by limited risk, high deductible commercial general liability insurance. Commercial insurance policies are also obtained for other risks of loss, including employee health and accident insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three years.

The City's risk management program is achieved through the optimal combination of the purchase of commercial insurance, loss control and safety programs. The City transfers catastrophic risks of property and casualty losses through insurance policies with deductibles. The limits of these policies are \$100 million for property and \$2 million combined single limit for general and automobile liability. The City also established a limited risk management program for workers' compensation in 1999. Premiums are paid in the Self-Insurance Internal Service Fund by all other funds and are available to pay claims, claim reserves, and the administrative costs of the program. These interfund premiums are used to reduce the amount of claims expenditures reported in the various funds. As of September 30, 2017, such interfund premiums did not exceed reimbursable expenditures.

Liabilities of the fund are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNR) based upon a valuation performed by an independent actuary. The result of the process to estimate claims liability is not an exact amount as it depends on many complex factors, such as inflation, changes in legal doctrines, and damage awards. Accordingly, claims are reevaluated periodically to consider the effects of inflation, recent claim settlement trends (including frequency and amount of pay-outs), and other social and economic factors. The estimate of the claims liability also includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to specific claims. Estimated recoveries from salvage or subrogation are another component of the claims liability estimate. Excess coverage insurance policies cover individual claims in excess of \$0- for general liability, and \$25,000 for workers' compensation and property, respectively. Settlements have not exceeded coverage limits (e.g. there have been no significant insurance proceeds received) for each of the past three years.

Changes in the balances of general liability and workers' compensation claims liabilities during the past two years are as follows:

	<u>Year ended</u> <u>9/30/2017</u>	<u>Year ended</u> <u>9/30/2016</u>
Unpaid claims, beginning of fiscal year	\$ 352,000	\$ 353,000
Incurred (closed) claims (including IBNRs)	185,120	187,864
Claim payments	<u>(123,120)</u>	<u>(188,864)</u>
Unpaid claims, end of fiscal year	<u><u>\$ 414,000</u></u>	<u><u>\$ 352,000</u></u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(13) Jointly Owned Property:

County of Volusia, Florida. The City and County of Volusia, Florida, jointly purchased additional wellfield and water recharge property during 1995. This jointly owned land, which is approximately 3,709 acres, is contiguous to the City limits.

In September, 2006, the City and County of Volusia, Florida, subsequently purchased additional real property, which is approximately 17 acres of environmentally sensitive, water resource protection, and outdoor recreation lands. Interest in the property has been divided on the pro-rata basis of 75% ownership to the City and 25% ownership to the County.

No joint operating expenses were incurred during fiscal year 2017 on the above properties. These type expenses, if incurred, would have been allocated pro-rata to each joint venture party based on their respective ownership percentages.

(14) Deficit Fund Balances:

Major Fund. At September 30, 2017, the Town Center Community Redevelopment Agency Special Revenue Fund reported a fund balance deficit of (\$1,925,212). This cumulative deficit was the result of making excess capital expenditures that are expected to be recovered from subsequent periods' tax increment revenues.

Nonmajor Funds. At September 30, 2017, the Transportation Capital Projects Fund reported a fund balance deficit of (\$723,992). This continuing deficit was created through the transferring of funds to other governmental activities for projects that were expected to be financed with the proceeds of concurrency agreements with external parties.

(15) Other Postemployment Benefits (OPEB):

Plan Description. City of Port Orange, Florida, Post-Retirement Benefits Plan (the Plan) is a single-employer healthcare plan administered by the City. Pursuant to Section 112.0801, Florida Statutes, the City is required to permit participation in the Plan to retirees and their eligible dependents at a cost to the retiree that is no greater than the cost at which coverage is available for active employees. Eligible individuals include all regular employees of the City who retire from active service under one of the pension plans sponsored by the City. Under certain conditions, eligible individuals also include spouses and dependent children. The Plan does not issue a publicly available financial report.

Funding Policy. The contribution requirements of plan members and the City are established by state statutes and may be amended by the state legislature. The required contribution is based on projected pay-as-you-go financing requirements and is subject to constant revision. The City has opted to not fund the net OPEB obligation or the resulting unfunded actuarial accrued liability on an annual basis. The City utilizes the General Fund to liquidate the liability for the OEPB obligation from previous years

Annual OPEB Cost and Net OPEB Obligation. The City's annual other postemployment benefit (OPEB) cost (expense) is calculated based on the annual required contribution of the employer (ARC), an actuarially-determined amount. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed thirty years.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(15) Other Postemployment Benefits (OPEB): (Continued)

The following table shows the components of the City's annual OPEB for the year, the amount actually contributed to the plan, and approximate changes in the City's net OPEB obligation to the Plan based on the most recent actuarial valuation dated October 1, 2015:

	<u>9/30/2017</u>	<u>9/30/2016</u>	<u>9/30/2015</u>
Annual required contribution (ARC)	\$ 680,000	\$ 647,215	\$ 472,304
Interest on prior Net OPEB obligation.....	59,000	58,891	54,507
Prior Net OPEB obligation adjustment.....	<u>(60,166)</u>	<u>(63,217)</u>	<u>(57,858)</u>
Annual OPEB cost (expense).....	678,834	642,889	468,953
Estimated net contributions made	<u>(252,430)</u>	<u>(225,550)</u>	<u>(261,199)</u>
Increase in net OPEB obligation.....	426,404	417,339	207,754
Net OPEB obligation-beginning of year.....	<u>1,987,771</u>	<u>1,570,432</u>	<u>1,362,678</u>
Net OPEB obligation-end of year	<u>\$ 2,414,175</u>	<u>\$ 1,987,771</u>	<u>\$ 1,570,432</u>

The City's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for 2017 and the two preceding years were as follows:

<u>Fiscal Year Ended</u>	<u>Annual OPEB Cost</u>	<u>Actual Contribution</u>	<u>Percent of Annual OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
9/30/2015	\$468,953	\$261,199	55.7%	\$1,570,432
9/30/2016	\$642,889	\$225,550	35.1%	\$1,987,771
9/30/2017	\$678,834	\$252,430	37.2%	\$2,414,175

Funded Status and Funding Progress. As of October 1, 2015, the most recent actuarial valuation date, the plan was not funded. The projected actuarial accrued liability for benefits was approximately \$6,296,563, and the actuarial value of assets was \$-0-, resulting in an unfunded actuarial accrued liability (UAAL) of \$6,296,563. The covered payroll (annual payroll of active employees covered under the plan) was \$17,159,429, and the ratio of the UAAL to the covered payroll was 36.7%.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Actuarial Methods and Assumptions. Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(15) Other Postemployment Benefits (OPEB): (Continued)

In the October 1, 2015 actuarial valuation, the Individual Entry Age Actuarial Cost Method was used. The actuarial assumptions included a 2.6% inflation rate, a 3.75% percent investment rate of return (net of administrative expenses), which is a blended rate of the expected long-term investment returns on plan assets and on the employer's own investments calculated based on the funded level of the plan at the valuation date, and an annual healthcare cost trend rate of 8% percent initially, reduced by 1% annual decreases to an ultimate rate of 5%. If, and when, funded, the actuarial value of assets will be determined using techniques that spread the effects of short-term volatility in the market value of investments over a five-year period. The UAAL is being amortized as a level percentage of projected payroll (closed amortization over 30 years). The 2013 Current Liability Mortality Table was utilized.

(16) Employee Retirement Systems and Pension Funds:

A. Defined Contribution Plans

1. The City Council has adopted the International City Management Association Retirement Corporation Deferred Compensation (ICMA-RC457) Plan. This plan is available to the mayor, City Council members, city manager, assistant city manager, city attorney, assistant city attorney, department heads, assistant department heads, division heads, and supervisors designated by the city manager and approved by the City Council, who waive participation in the City of Port Orange General Employees Defined Benefit Retirement Plan as amended and restated effective October 1, 2003, hereinafter the "Plan" and other existing city or state retirement plans to which the city makes contributions, and who enroll in the ICMA-RC457 Plan. The ICMA-RC457 Plan shall also be available to general employees who on or before September 30, 2003 waive participation in the City of Port Orange General Employees Defined Benefit Plan as amended and restated effective October 1, 2003, and other existing city or state retirement plans to which the city makes contributions, and who enroll in the ICMA-RC457 Plan. If the city is not making a contribution to another retirement plan on behalf of an individual, then contributions by the city to the ICMA-RC457 plan shall be the same percentage or amount as established for the City of Port Orange General Employees Defined Benefit Retirement Plan as amended and restated effective October 1, 2003, or such higher percentage or amount as authorized by the City Council, which is $\frac{1}{2}$ of employee contribution up to a maximum of 3%. Contributions by the city shall commence immediately upon the person waiving participation in the plan or other existing retirement plan, if any, and enrolling in the ICMA-RC457 Plan. All city employees shall be eligible to enroll in the ICMA-RC457 Plan for the purpose of making voluntary employee contributions to such plan. For the year ended September 30, 2017, actual employer and employee contributions to this plan totaled \$120,960 and \$545,945, respectively.
2. The City Council has adopted the International City Management Association Retirement Corporation (ICMA-RC) Money Purchase Plan and Trust for management employees. The plan is available to the management employees as follows: city manager, assistant city manager, city attorney, assistant city attorney, and department heads, who waive participation in the City of Port Orange General Employees Defined Benefit Retirement Plan as amended and restated effective October 1, 2003 and other existing city or state retirement plans to which the city makes contributions, and who enroll in the ICMA-RC Money Purchase Plan and Trust. Contributions by the city to the ICMA-RC Money Purchase Plan and Trust for management employees shall be the same percentage or amount as established for the City of Port Orange General Employees Defined Benefit Retirement Plan as amended and restated effective October 1, 2003 or such higher percentage or amount as authorized by the City Council which currently ranges from 10% to 12 $\frac{1}{2}$ %. Contributions by the city shall commence immediately upon the person waiving participation in the plan or other existing retirement plan and enroll in the ICMA-RC Money Purchase Plan and Trust for management employees. For the year ended September 30, 2017, actual employer and employee contributions to this plan totaled \$96,606 and \$141,592, respectively.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(16) Employee Retirement Systems and Pension Funds: (Continued)

3. The City Council has adopted the International City Management Association Retirement Corporation (ICMA-RC) Money Purchase Plan and Trust effective October 1, 2003, for contract employees. The plan is available to contract employees of the city, including the assistant department heads, division heads, and supervisors designated by the city manager and approved by the City Council, who waive participation in the City of Port Orange General Employees' Defined Benefit Retirement Plan as amended and restated effective October 1, 2003, and other city or state retirement plans to which the city makes contributions, and who enroll in the ICMA-RC Money Purchase Plan and Trust for contract employees. For purposes of this paragraph contract employees shall exclude the mayor, City Council members, city manager, assistant city manager, city attorney, assistant city attorney, and department heads. City contributions to the ICMARC Money Purchase Plan and Trust for contract employees shall be in such percentages or amounts as are specified in the adoption agreement for such plan, or as otherwise authorized by the City Council which is currently 10%. For the year ended September 30, 2017, actual employer contributions to this plan totaled \$49,668.
4. The City Council has adopted the International City Management Association Retirement Corporation (ICMA-RC) Money Purchase Plan and Trust effective October 1, 2003, for general employees as defined in this article. The plan is available to the general employees of the city who on or before September 30, 2003 waive participation in the City of Port Orange General Employees' Defined Benefit Retirement Plan as amended and restated effective October 1, 2003, and other city or state retirement plans to which the city makes contributions, and who enroll in the ICMA-RC Money Purchase Plan and Trust for general employees. The ICMA-RC Money Purchase Plan for general employees shall also be available to general employees who are not eligible to participate in the City of Port Orange General Employees' Defined Benefit Retirement Plan (effective October 1, 2010) as amended and restated effective October 1, 2003, or any other city or state retirement plans to which the city makes contributions. City contributions to the ICMARC Money Purchase Plan and Trust for general employees shall be in such percentages or amounts as are specified in the adoption agreement for such plan, or as otherwise authorized by the City Council (currently 10%). General employees who are eligible to participate in the City of Port Orange General Employees' Defined Benefit Retirement Plan as amended and restated effective October 1, 2003, and do not waive participation in such plan on or before September 30, 2003, shall not be entitled to waive participation at any time in the future. For the year ended September 30, 2017, actual employer contributions to this plan totaled \$378,404.

Members of the pension plan who have achieved ten years of service with the city shall have the option to continue city contributions on their behalf contributed to the General Employee Retirement System, or waive participation in the General Employee Retirement System and enroll in the ICMA-RC Deferred Compensation Plan and have city contributions made on their behalf contributed to the ICMA-RC Deferred Compensation Plan. Such decisions are irrevocable and employees may not switch back to the General Employee Retirement System if the employee elects to waive participation.

These defined contribution plans were established and authorized by the City however they are monitored and maintained by employees. Benefits are paid directly to employees from ICMA-RC with no contingent liability belonging to the City. As such these assets are not presented in these financial statements.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(16) **Employee Retirement Systems and Pension Funds:** (Continued)

B. Defined Benefit Plans

Plan Description and Administration

The City maintains three separate single-employer, defined benefit pension plans: The City of Port Orange Fire and Rescue Pension Fund (the Fire Plan) covers all of the City's fire and rescue personnel; the City of Port Orange Police Pension Fund (the Police Plan) covers all of the City's police officers; the City of Port Orange General Employees' Defined Benefit Pension Fund (the General Employees Plan) covers other general employees of the City. These plans contain the assets, liabilities and net position of each respective plan. Each plan is administered by an independent administrator as hired by each of the respective Pension Plan boards.

Stand-alone financial reports exist for the General Employees and Police Officers pension plans. All financial activity is reported within the accompanying financial statements. Investments are reported at fair value and are managed by third party money managers. The City's independent custodian and the individual money managers price each instrument (using various third party pricing sources) and reconcile material differences. Investments that do not have an established market are reported at estimated fair value. Performance reporting, manager fees, and the City's asset valuation are based on the custodian's determination of value.

The City also has a Deferred Retirement Option Program for eligible Police and Fire Plan participants. The DROP Plan allows members who have met the eligibility requirement for normal retirement to have their retirement benefits deposited monthly into a DROP account, earning interest, while simultaneously continuing to work (but not earning additional credit for retirement) for up to sixty months (5 years). Employees who enter the DROP Program have an option of either receiving their earned compensated absences when they enter the program in one lump sum, or to receive the lump sum at the end of their employment with the City. The purpose of this program is to provide a way for retirees to accumulate additional savings while continuing employment.

Costs incurred by each of the plans for administration of the plans, which includes legal and actuarial fees, trustee fees and investment advisory fees, are borne by the respective retirement plans and are included in the actuarial analysis of the required funding amounts.

Benefits Provided and Employees Covered

Each Plan provides retirement, disability, and death benefits to plan participants and beneficiaries. Cost of living adjustments are provided to retirees and beneficiaries in accordance with the respective plan provisions. Each of the Plans has contracted with an actuary to provide an actuarial valuation of each plan as of October 1 of each year. Current membership in the employee retirement plans was composed of the following at October 1, 2017:

	General Employees Plan	Police Plan	Fire Plan
Retirees and beneficiaries currently receiving benefits, including DROP participants	86	51	55
Vested terminated employees	20	7	-
Active participants	116	86	56
Total current membership	<u>222</u>	<u>144</u>	<u>111</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(16) Employee Retirement Systems and Pension Funds: (Continued)

General Employees Plan

The General Employees Plan originated as a defined contribution plan on April 1, 1979. However, on October 1, 2003, pursuant to Ordinance No. 2003-27, the defined contribution plan was terminated and converted into a defined benefit plan. On September 28, 2010, continued access to this plan by new employees was limited. Under the provisions of Ordinance No. 2010-29, the General Employee Plan was closed to new members effective September 30, 2010. General employees hired on or after October 1, 2010, may participate in the ICMA-RC Money Purchase Plan and Trust for general employees (401A Defined Contribution Plan). Members participating in a bargaining unit will continue to have access to the General Employee Plan unless this option is removed through future collective bargaining processes.

All general employees of the City hired prior to October 1, 2010 must participate in the General Employee Plan unless they are included in the following group of exceptions; 1) general employees that previously opted out of the plan prior to October 1, 2003; 2) police officers in the Police Plan; 3) fire and rescue personnel in the Fire Plan; 4) members of City Council; 5) temporary employees; or 6) contract employees who have opted for the defined contribution plans mentioned later in this note. New non-union (civil service) employees hired on or after October 1, 2010, are not eligible for participation in the plan.

Employees have a stepped vesting program that requires a minimum of 5 years of service to earn a 25% vested benefit. Vesting percentages are increased at a rate of 15% per year for each successive year and are not achieved in full (100%) until after ten years of credited service. Upon retirement, participants are entitled to a Normal Retirement Benefit equal to 2.00% (2.12% for years up to 9/30/09) of their average monthly compensation for each year of credited service at their normal retirement date. The normal form of benefit is Life Only. Upon retirement at Normal Retirement date or later, or Early Retirement with 25 years of service, participants will be eligible for a supplemental benefit equal to \$16 per year of service completed prior to September 30, 2009. Early Retirement benefits are available, but are reduced $\frac{1}{4}$ of 1% for each month by which their commencement of benefits precedes the normal retirement date. However, participants with 25 or 30 years of service at their early retirement are guaranteed a monthly benefit equal to at least 50% or 60%, respectively, of their final average compensation. The General Employees Plan has no provision for cost-of-living (COLA) adjustments.

Pursuant to Section 54-148, the General Employees Plan also contains a voluntary defined contribution component. Under this plan, employees may contribute up to 10% of their base salary. Accumulated contributions plus related earnings under this plan may be accessed by employees one time per fiscal year, or as needed under certain emergency situations. At September 30, 2017, the total voluntary account balance is \$1,445,670 and is contained in the assets as presented in the General Employees Plan.

Police Plan

For the Police Plan, all sworn full-time law enforcement officers are eligible to participate. Credited Service is computed in completed months from date of employment to actual retirement or termination date. Upon retirement, Police Plan participants are entitled to an annual pension benefit equal to 3.0% of their average final compensation (equivalent to the average of the three highest years of service for participants hired prior to January 31, 2011, and average of the five highest years of service for participants hired after January 31, 2011) for each year of credited service at their Normal Retirement Date. For members hired on or before January 31, 2011, the Normal Retirement Date is the first day of the month coincident with or next following the earlier of (i) age 48 and ten years of Credited Service, or (ii) age 45 and 25 years of Credited Service. For members hired after January 31, 2011, the Normal Retirement Date is the first day of the month coincident with or next following the date the member attains age 48 and ten years of Credited Service. Certain eligible participants are also eligible for supplemental benefits of up to \$600 per month based on years of service and age at retirement. Additional benefit election options are available for early retirement, and disability and death benefits are also provided.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(16) Employee Retirement Systems and Pension Funds: (Continued)

Members hired on or before January 31, 2011, are eligible to enter the deferred retirement option program (DROP) upon earning 25 years of Credited Service. The accrued benefit is frozen and no further Employee Contributions are payable at DROP entry. The accrued benefit accumulates with interest at the fund's assumed rate of investment return in the DROP account (credited quarterly) and is payable as a single-lump sum within 60 days following DROP exit. The maximum DROP participation duration is 60 months. DROP participants are not eligible for pre-retirement death or disability benefits. No DROP is available to members hired after January 31, 2011.

Effective October 1, 2001, Members who retired prior to October 1, 2002 (including disability retirees) are granted a 1% cost-of-living adjustment annually commencing the January 1 following the first anniversary of retirement annuity commencement (1% COLA). For a DROP retiree, the 1% COLA is granted commencing on the January 1 following the first anniversary of actual annuity commencement after the end of the DROP period. The 1% COLA is not payable to any participant eligible to receive the 3% COLA, as described in the following. Effective October 1, 2002, retirees are granted a deferred annual 3% cost-of-living adjustment (3% COLA) as follows: (i) Members who are retired on October 1, 2002 and had earned at least 20 years of Credited Service, (ii) Members who are actively employed on October 1, 2002 and had attained age 50 with ten years of Credited Service at that date, (iii) Members who are actively employed on October 1, 2002 with 20 years of Credited Service at that date, (iv) Members who attain 20 years of Credited Service after October 1, 2002 and who retire or enter the DROP by January 31, 2011, and (v) Members who attain 25 years of Credited Service after January 31, 2011. The deferred 3% COLA is payable annually once eligibility criteria have been met based upon a series of age and years-of-service requirements.

Fire Plan

All firefighters must participate in the Fire Plan immediately upon employment by the City. Fire Plan participants hired before September 25, 2012, are entitled to an annual pension benefit equal to 3.0% of their average final compensation (equivalent to the average of the three highest years of the last ten years of credited service) for each year of credited service at their normal retirement date. Fire Plan participants hired on or after September 25, 2012, are entitled to an annual pension benefit equal to 2.5% of their average final compensation (equivalent to the average of the five highest years of the last ten years of credited service) for each year of credited service at their normal retirement date. Normal retirement date is achieved at the earlier of age 50 and 10 years of credited service or 20 years of credited service for employees hired prior to September 25, 2012. For employees hired on or after September 25, 2012, eligibility for normal retirement occurs at the earlier of age 55 and 10 years of credited services of the completion of 25 years of service (age 52 is also required for employees hired after December 4, 2012). Maximum benefits may not exceed the lesser of 80% (90% for employees hired before December 4, 2012) of average final compensation or \$95,000, unless the benefit calculated based upon 2.0% times credited years of service equates to a greater amount. Early retirement benefits are available, but are actuarially reduced to reflect early payment when the commencement of benefits precedes the normal retirement date. The plan provides supplemental health subsidy benefits that range from \$20 to \$500 per month, based on credited service.

Members hired on or before December 4, 2012, are eligible to enter the deferred retirement option program (DROP) upon meeting the eligibility requirement for normal retirement. The accrued benefit is frozen and no further Employee Contributions are payable at DROP entry. The accrued benefit accumulates with interest at the fund's actual net rate of investment return in the DROP account (credited quarterly). The maximum DROP participation duration is 60 months. DROP participants are not eligible for pre-retirement death or disability benefits. No DROP is available to members hired after December 4, 2012.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(16) Employee Retirement Systems and Pension Funds: (Continued)

Cost-of-living adjustments (COLA's) are provided for with an annual increase of 3.0% commencing upon the 61st month following retirement for members who retired before October 1, 2003. For those who retired after October 1, 2003, with at least 20 years of credited service and who accrued benefits prior to January 1, 2013, the 3.0% annual increase will commence upon the 61st month following retirement. For all other retirees with benefits accrued prior to January 1, 2013, the annual COLA increase is 1.0% and begins on January 1 following one full year of retirement. For members with benefits accrued after January 1, 2013, and at least 25 years of credited service (or 20 years of credited services if first eligible for normal retirement at age 55 and 10 years of service), the annual COLA increase begins at the later of 8 years after retirement or age 59.5 and is equal to the lesser of 3.0% or the amount granted for Social Security benefits, and will only be adjusted in years the Fire Plan meets or exceeds the actuarial assumptions, and only when the Fire Plan's plan fiduciary net position as a percentage of total pension liability exceeds 80.0%. No COLA is available to members hired after December 4, 2012.

Financial Statements

The financial statements of the plans are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. The City's contributions are recognized when due and a formal commitment to provide the contributions has been made. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. All plan investments are reported at fair value. The Police and General Employees' plans also issue stand-alone financial reports.

Contributions

Local Ordinance No. 1999-40, No. 2002-59 and No. 2003-27 for the Municipal Firemen's, Municipal Police Officers' and General Employees' Pension Plans, respectively provide the authority under which the City establishes or amends pension policies, procedures and/or benefits. The participant contribution rates are established by and may be amended by the City Council. Participant contribution rates for the General Employees Plan, Police Plan, and Fire Plan are 7.50%, 8.00% (7.50% for employees hired prior to January 31, 2011), and 8.00% (7.50% for employees hired prior to December 4, 2012), respectively, of covered payroll. The City's annual required contribution for the current year was determined as part of the October 1, 2015 actuarial valuations. The City is required under the Florida Protection of Public Employee Retirement Benefits Act to meet required contribution amounts. The City's contributions (and if applicable, any liquidations of a net pension obligation) to the Police and Fire Plans are funded by the General Fund, while the General Employees' Plan contributions are funded by the General Fund and various enterprise funds.

The State of Florida also makes contributions to the Firefighters' and Police Officers' Retirement Plans in accordance with Chapter 175 and Chapter 185 of the Florida Statutes as amended by the State Legislature. This contribution by the State of Florida is first recognized as revenue in the General Fund before being transferred to the Pension Fund. The City's actual annual contribution for each plan is determined by subtracting estimated employee contributions and actual State of Florida contributions from the total annual required contribution as determined by the actuary.

Contributions to the City's pension plans for the year ended September 30, 2017, were as follows:

	General Employees Plan	Police Plan	Fire Plan	Total
Employee contributions	\$ 387,112	\$ 355,777	\$ 209,651	\$ 952,540
City contributions	794,333	2,824,801	2,449,781	6,068,915
State contributions	-	397,680	351,038	748,718
Total contributions	<u>\$ 1,181,445</u>	<u>\$ 3,578,258</u>	<u>\$ 3,010,470</u>	<u>\$ 7,770,173</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(16) Employee Retirement Systems and Pension Funds: (Continued)

Investment Policy

See Note (4) for additional discussion of the investment policies for each of the Plans. The following was the asset allocation policy for each of the plans at September 30, 2017:

<u>Asset Class</u>	<u>Target Asset Allocation</u>		
	<u>General Employees Plan</u>	<u>Police Plan</u>	<u>Fire Plan</u>
Domestic equity	50%	50%	35%
International equity	10%	10%	15%
Convertible securities	0%	0%	10%
Fixed income	25%	30%	30%
Real estate	15%	10%	5%
Hedge funds	0%	0%	5%

Net Pension Liability

The components of the net pension liability of the pension plans at September 30, 2017, were as follows:

	<u>General Employees Plan</u>	<u>Police Plan</u>	<u>Fire Plan</u>	<u>Total</u>
Total pension liability	\$ 37,537,415	\$ 48,774,256	\$ 44,814,914	\$131,126,585
Plan fiduciary net position	(31,581,533)	(34,383,729)	(27,921,021)	(93,886,283)
Net pension liability	<u>\$ 5,955,882</u>	<u>\$ 14,390,527</u>	<u>\$ 16,893,893</u>	<u>\$ 37,240,302</u>

Plan fiduciary net position as percentage of total pension liability	84.13%	70.50%	62.30%	71.60%
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The total pension liability was determined by an actuarial valuation as of October 1, 2016 and measurement date of September 30, 2017, using the following actuarial assumptions to all measurement periods.

	<u>General Employees Plan</u>	<u>Police Plan</u>	<u>Fire Plan</u>
Inflation	3.00%	2.00%	2.70%
Salary increases	4.00%	7.50%	4.00-7.00%
Investment rate of return	7.00%	7.45%	7.60%
Mortality table	RP-2000, Scale BB	RP-2000, Scale AA	RP-2000, Disabled set forward 5 years

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(16) Employee Retirement Systems and Pension Funds: (Continued)

Best estimates of arithmetic real rates of return for each major class included in the pension plan's target asset allocation as of September 30, 2017, are summarized in the following table:

Asset Class	Long Term Expected Real Rate of Return		
	General Employees Plan	Police Plan	Fire Plan
Domestic equity	3.38%	7.50%	7.00%
International equity	4.00%	8.50%	3.70%
Bonds	1.00%	2.50%	5.90%
Convertibles	n/a	n/a	6.00%
Private Real Estate	3.00%	4.50%	4.80%
Hedge Funds	n/a	n/a	6.80%

Note: While the weighted composite average for the General Employee Plan return does not add up to the return used as the discount rate, recent history of the trust in exceeding the assumed rate, along with prevailing practice among similar public pension systems, has lead management to continue to assume the current rate. The long-term expected rates shown above were provided by the Plan's financial advisor using JP Morgan's 2017 capital markets assumptions. They are presented net of expected inflation.

Discount rate:

The discount rate used to measure the total pension liability for each pension plan varied as discussed on the following pages. The projection of cash flows used to determine the discount rate assumed the plan member contributions will be made at the current contribution rate and that City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in net pension liability:

Changes in each plan's net pension liability were as follows:

	General Employees Plan		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a - b)
Beginning Balance	\$ 35,912,702	\$ 29,289,164	\$ 6,623,538
Changes for year:			
Service cost	573,319	-	573,319
Interest	2,478,603	-	2,478,603
Differences between expected/actual experience	796,937	-	796,937
Changes of assumptions	(69,325)	-	(69,325)
Contributions – employer	-	794,333	(794,333)
Contributions – employee	-	360,185	(360,185)
Net investment income	-	3,368,574	(3,368,574)
Benefit payments, including refunds	(2,154,821)	(2,154,821)	-
Administrative expenses	-	(75,902)	75,902
Net changes	1,624,713	2,292,369	(667,656)
Ending Balance	\$ 37,537,415	\$ 31,581,533	\$ 5,955,882

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(16) Employee Retirement Systems and Pension Funds: (Continued)

	Police Plan		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a - b)
Beginning Balance	\$ 45,809,397	\$ 30,105,688	\$ 15,703,709
Changes for year:			
Service cost	820,072	-	820,072
Interest	3,425,372	-	3,425,372
Changes in benefit terms	(7,192)	-	(7,192)
Differences between expected/actual experience	397,703	-	397,703
Changes of assumptions	585,900	-	585,900
Contributions – employer	-	2,824,801	(2,824,801)
Contributions – state	-	397,680	(397,680)
Contributions – employee	-	355,777	(355,777)
Net investment income	-	3,063,317	(3,063,317)
Benefit payments, including refunds	(2,256,996)	(2,256,996)	-
Administrative expenses	-	(106,538)	106,538
Net changes	2,964,859	4,278,041	(1,313,182)
Ending Balance	\$ 48,774,256	\$ 34,383,729	\$ 14,390,527

	Fire Plan		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a - b)
Beginning Balance	\$ 42,640,372	\$ 24,887,839	\$ 17,752,533
Changes for year:			
Service cost	468,739	-	468,739
Interest	3,225,607	-	3,225,607
Differences between expected/actual experience	367,210	-	367,210
Changes of assumptions	549,204	-	549,204
Contributions – employer	-	2,449,781	(2,449,781)
Contributions – state	-	351,038	(351,038)
Contributions – employee	-	209,651	(209,651)
Net investment income	-	2,516,903	(2,516,903)
Benefit payments, including refunds	(2,436,218)	(2,436,218)	-
Administrative expenses	-	(57,973)	57,973
Net changes	2,174,542	3,033,182	(858,640)
Ending Balance	\$ 44,814,914	\$ 27,921,021	\$ 16,893,893

Sensitivity of the net pension liability to changes in the discount rate:

The following presents the net pension liability of the City calculated using the selected discount rates, as well as what the City's net pension liability (NPL) would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

Plan	Current Discount Rate	NPL with 1% Decrease	NPL at Current Discount Rate	NPL with 1% Increase
General Employees	7.00%	\$ 10,149,871	\$ 5,955,882	\$ 2,362,296
Police	7.45%	20,796,882	14,390,527	9,104,841
Fire	7.60%	22,579,844	16,893,893	12,216,517
Total		\$ 53,526,597	\$ 37,240,302	\$ 23,683,654

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(16) Employee Retirement Systems and Pension Funds: (Continued)

For the year ended September 30, 2017, the annual-money weighted rate of return on each pension plan investments, net of pension plan investment expense was as follows:

	General Employees Plan	Police Plan	Fire Plan
Annual money-weighted rate of return	11.72%	10.34%	10.11%

The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Pension Expense and Deferred Outflows and Inflows of Resources Related to Pensions

For the year ended September 30, 2017, the City recognized pension expense of \$1,019,868, \$2,538,602, and \$2,463,123 in the General Employees, Police, and Fire pension plans, respectively, for a total of \$6,021,593.

At September 30, 2017, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	General Employees Plan		Police Plan		Fire Plan	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ (47,059)	\$ 492,296	\$ (528,168)	\$ 293,768	\$ (68,474)
Changes of assumptions	2,124,459	-	1,048,986	-	2,024,317	-
Net different between projected and actual investment earnings	-	(801,468)	1,154,983	(607,595)	-	(4,544)
	<u>\$ 2,124,459</u>	<u>\$ (848,527)</u>	<u>\$ 2,696,265</u>	<u>\$(1,135,763)</u>	<u>\$ 2,318,085</u>	<u>\$ (73,018)</u>

Amounts reported as deferred outflows and deferred inflows of resources related to pensions being amortized for a period of greater than one year will be recognized in pension expense in succeeding years as follows:

	General Employees Plan	Police Plan	Fire Plan
2018	\$ 264,803	\$ 853,412	\$ 856,694
2019	264,803	692,722	856,694
2020	21,144	166,266	464,526
2021	89,140	(151,898)	67,150
2022	360,339	-	-
Thereafter	275,702	-	-

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(16) Employee Retirement Systems and Pension Funds: (Continued)

C. Pension Fund Financial Statements

The City does not issue separate financial statements for the Fire Plan; separate audits and financial statements have been issued for the Police Plan and the General Employee Plan. The basic financial statements of the City include a Statement of Fiduciary Net Position and a Statement of Changes in Fiduciary Net Position that presents a single column presented by fund type for all pension trust funds. Presented below are the financial statements for each pension trust fund as of and for the year ended September 30, 2017:

	<u>Fire Plan</u>	<u>Police Plan</u>	<u>General Plan</u>	<u>Total</u>
Assets:				
Cash and cash equivalents	\$ 1,884,677	\$ 1,663,095	\$ 984,829	\$ 4,532,601
Prepaid benefit payments	-	187,512	176,182	363,694
Receivables:				
Interest and dividends receivable	59,742	105,673	61,837	227,252
Investments, at fair value				
Government Agency obligations	1,561,926	5,079,539	1,648,029	8,289,494
Corporate and municipal debt obligations	5,320,923	3,254,729	4,732,993	13,308,645
Corporate equity securities	7,493,632	18,871,877	17,905,836	44,271,345
Mutual funds	10,344,167	825,954	-	11,170,121
Real estate funds	1,289,131	2,879,056	4,380,079	8,548,266
Partnerships	-	1,574,360	3,137,418	4,711,778
Total investments	26,009,779	32,485,515	31,804,355	90,299,649
Total assets	<u>\$ 27,954,198</u>	<u>\$ 34,441,795</u>	<u>\$ 33,027,203</u>	<u>\$ 95,423,196</u>
Liabilities:				
Accounts payable	<u>\$ 33,177</u>	<u>\$ 58,066</u>	<u>\$ -</u>	<u>\$ 91,243</u>
Net position:				
Held in trust for pension benefits	<u>\$ 27,921,021</u>	<u>\$ 34,383,729</u>	<u>\$ 33,027,203</u>	<u>\$ 95,331,953</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(16) Employee Retirement Systems and Pension Funds: (Continued)

	<u>Fire Plan</u>	<u>Police Plan</u>	<u>General Plan</u>	<u>Total</u>
Additions:				
Contributions from:				
Employer	\$ 2,449,781	\$ 2,824,801	\$ 794,333	\$ 6,068,915
State-insurance premium taxes	351,038	397,680	-	748,718
Plan members	<u>209,651</u>	<u>355,777</u>	<u>387,112</u>	<u>952,540</u>
Total contributions	<u>3,010,470</u>	<u>3,578,258</u>	<u>1,181,445</u>	<u>7,770,173</u>
Investment income:				
Net realized and unrealized appreciation (depreciation) in fair value of investments	1,994,002	2,825,465	2,986,405	7,805,872
Interest and dividend earnings	<u>657,247</u>	<u>475,423</u>	<u>641,442</u>	<u>1,774,112</u>
	2,651,249	3,300,888	3,627,847	9,579,984
Less: investment management fees	<u>134,346</u>	<u>237,571</u>	<u>106,600</u>	<u>478,517</u>
Total investment income	<u>2,516,903</u>	<u>3,063,317</u>	<u>3,521,247</u>	<u>9,101,467</u>
Total additions	<u>5,527,373</u>	<u>6,641,575</u>	<u>4,702,692</u>	<u>16,871,640</u>
Deductions:				
Benefit payments and refunds	2,436,218	2,256,996	2,227,257	6,920,471
Administrative expenses	<u>57,973</u>	<u>106,538</u>	<u>79,342</u>	<u>243,853</u>
Total deductions	<u>2,494,191</u>	<u>2,363,534</u>	<u>2,306,599</u>	<u>7,164,324</u>
Net increase	<u>3,033,182</u>	<u>4,278,041</u>	<u>2,396,093</u>	<u>9,707,316</u>
Net position held in trust for pension benefits				
Beginning of year	24,887,839	30,105,688	30,631,110	85,624,637
End of year	<u>\$ 27,921,021</u>	<u>\$ 34,383,729</u>	<u>\$ 33,027,203</u>	<u>\$ 95,331,953</u>

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(17) Recent Accounting Pronouncements:

The Governmental Accounting Standards Board (GASB) has issued several pronouncements that have effective dates that may impact future financial statements. Listed below are pronouncements with required implementation dates effective for fiscal years subsequent to September 30, 2017, that have not yet been implemented. Management has not currently determined what, if any, impact implementation of the following will have on the City's financial statements:

- (a) GASB issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, in June 2015, which establishes standards for recognizing and measuring liabilities, deferred outflows or resources, deferred inflows of resources, and expense/expenditures. GASB 75 seeks to improve accounting and financial reporting by state and local governments for postemployment benefits other than pensions. The provisions in GASB 75 are effective for fiscal years beginning after June 15, 2017.
- (b) GASB issued Statement No. 81, *Irrevocable Split-Interest Agreements*, in March 2016, which requires that a government that receives resources pursuant to an irrevocable split-interest agreement recognize assets, liabilities, and deferred inflows of resources at the inception of the agreement. GASB 81 enhances comparability of financial statements by providing accounting and financial reporting guidance for irrevocable split-interest agreements in which a government is a beneficiary. The provisions in GASB 81 are effective for fiscal years beginning after December 15, 2016.
- (c) GASB issued Statement No. 83, *Certain Asset Retirement Obligations*, in November 2016. GASB 83 addresses accounting and financial reporting for certain asset retirement obligations (AROs), which are legally enforceable liabilities associated with the retirement of a tangible capital asset. The provisions in GASB 81 are effective for periods beginning after June 15, 2018.
- (d) GASB issued Statement No. 84, *Fiduciary Activities*, in January 2017. GASB 84 improves guidance regarding the identification and reporting of fiduciary activities. The provisions in GASB 84 are effective for periods beginning after December 15, 2018.
- (e) GASB issued Statement No. 85, *Omnibus 2017*, in March 2017. GASB 85 improves guidance addressing several different accounting and financial reporting issues identified during the implementation and application of certain GASB pronouncements. The provisions in GASB 85 are effective for periods beginning after June 15, 2017.
- (f) GASB issued Statement No. 86, *Certain Debt Extinguishment Issues*, in June 2017. GASB 86 provides guidance for transactions in which cash and other monetary assets acquired with only existing resources—resources other than the proceeds of refunding debt—are placed in an irrevocable trust for the sole purpose of extinguishing debt. This Statement also improves accounting and financial reporting for prepaid insurance on debt that is extinguished and notes to financial statements for debt that is defeased in substance. The provisions in GASB 86 are effective for periods beginning after June 15, 2017.
- (g) GASB issued Statement No. 87, *Leases*, in June 2017. GASB 87 increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. The provisions in GASB 86 are effective for periods beginning after December 15, 2019.

CITY OF PORT ORANGE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(18) Tax Abatements:

The City entered into an agreement with a local corporation to abate certain ad valorem taxes in exchange for economic incentives. Article VII, Section 3 of the Florida Constitution and Section 16.1995, Florida Statutes, and the electorate of the City, have granted City Council the authority to grant property tax exemptions for new business and expansions of existing businesses. The City Council approved Resolution 17-14, granting the corporation an ad valorem tax rebate over the life of the agreement. No taxes were abated during the year ended September 30, 2017.

(19) Deferred FEMA Expenditures and Receivables:

During the fiscal year ended September 30, 2017, the City incurred substantial costs related to Hurricane Matthew and Hurricane Irma. Per the OMB Compliance Supplement, any reimbursements from the Federal Emergency Management Agency (FEMA) under CFDA 97.036 are not to be recognized as expenditures for purposes of the Schedule of Expenditures of Federal Awards until the respective Project Worksheets (PW) have been approved. At September 30, 2017, none of the City's PWs from these storms had been approved by FEMA. As a result, there are \$6,672,280 of expenditures and the related revenues which have been recorded for financial statement purposes and not on the Schedule of Expenditures of Federal Awards; these expenditures will be recognized on the Schedule of Expenditures of Federal Awards in future years once approved by FEMA.

In addition to accounts receivable, the City also recorded \$8,650,203 in due from other governments at September 30, 2017. Approximately \$6.7 million of these amounts relates to Federal and State reimbursements related to Hurricane Matthew and Hurricane Irma, both of which impacted the City in fiscal year 2017. These amounts reflect management's best estimate of recoveries based on costs incurred and approved project worksheets, and are subject to change pending adjustments made by the respective Federal and/or State agencies.

**REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULES OF FUNDING PROGRESS – OPEB
SEPTEMBER 30, 2017**

Other Post Employment Benefit Plan						
Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL)--Entry Age (b)	Unfunded or (Assets in Excess of) AAL (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	Unfunded or (Assets in Excess of) AAL as a Percentage of Covered Payroll ((b-a)/c)
10/1/2015	\$ -	\$6,296,563	\$6,296,563	0.00%	\$17,159,429	36.7%
10/1/2013	-	4,669,865	4,669,865	0.00%	17,960,464	26.0%
10/1/2011	-	4,199,026	4,199,026	0.00%	16,705,003	25.1%
10/1/2009	-	2,870,000	2,870,000	0.00%	16,970,000	16.9%
10/1/2007	-	2,937,000	2,937,000	0.00%	18,227,000	16.1%

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULES OF CONTRIBUTIONS FROM THE EMPLOYER – OPEB
SEPTEMBER 30, 2017

Other Post Employment Benefit Plan				
Year Ended Sept 30,	Annual Required City Contribution	Actual City Contribution	Percentage Contribution	
2017	\$ 678,834	\$ 252,430	37.20%	
2016	642,889	225,550	35.10%	
2015	468,953	261,199	55.70%	
2014	454,488	223,133	49.10%	
2013	403,000	189,000	46.90%	
2012	386,000	151,000	39.12%	
2011	277,000	137,000	49.46%	
2010	264,000	94,000	35.61%	
2009	304,000	116,000	38.16%	
2008	287,000	98,000	34.15%	

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULES OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
GENERAL EMPLOYEES PLAN
SEPTEMBER 30, 2017

For the Year Ended September 30,	2017	2016	2015	2014
Total Pension Liability				
Service cost	\$ 573,319	\$ 575,977	\$ 616,351	\$ 632,402
Interest	2,478,603	2,470,374	2,378,040	2,258,110
Difference between actual and expected experience	796,937	(903,297)	(63,305)	(20,332)
Assumption changes	(69,325)	2,428,892	544,414	390,940
Benefit payments including refunds of contributions	(2,154,821)	(2,043,177)	(1,798,774)	(1,662,044)
Net change in total pension liability	1,624,713	2,528,769	1,676,726	1,599,076
Total pension liability – beginning	35,912,702	33,383,933	31,707,207	30,108,131
Total pension liability – ending (a)	<u>\$ 37,537,415</u>	<u>\$ 35,912,702</u>	<u>\$ 33,383,933</u>	<u>\$ 31,707,207</u>
Total Fiduciary Net Position				
Contributions – employer	\$ 794,333	\$ 880,209	\$ 673,300	\$ 702,741
Contributions – employee	360,185	396,597	397,523	405,427
Net investment income	3,368,574	2,811,791	657,572	2,694,117
Benefit payments, including refunds of contributions	(2,154,821)	(2,043,177)	(1,798,774)	(1,662,044)
Administrative expense	(75,902)	(86,458)	(73,962)	(78,229)
Net change in plan fiduciary net position	2,292,368	1,958,962	(144,341)	2,062,012
Plan fiduciary net position – beginning	29,289,164	27,330,202	27,474,543	25,412,531
Plan fiduciary net position – ending* (b)	<u>\$ 31,581,533</u>	<u>\$ 29,289,164</u>	<u>\$ 27,330,202</u>	<u>\$ 27,474,543</u>
Net pension liability – ending (a) - (b)	<u>\$ 5,955,883</u>	<u>\$ 6,623,538</u>	<u>\$ 6,053,731</u>	<u>\$ 4,232,664</u>
Plan fiduciary net position as a percentage of the total pension liability	84.13%	81.56%	81.87%	86.65%
Covered employee payroll	\$ 4,802,452	\$ 5,287,951	\$ 5,300,301	\$ 5,170,450
Net pension liability as a percentage of covered employee payroll	124.02%	125.26%	114.21%	81.86%
*Plan fiduciary net position for financial statement purposes also includes the following amounts for voluntary contributions:	\$ 1,445,671	\$ 1,341,946	\$ 1,475,816	\$ 1,508,671

**Information only available since GASB 67 implementation in FY14. Additional years' information will be added as it becomes available until a 10-year history is shown.

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULES OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
POLICE PLAN
SEPTEMBER 30, 2017

For the Year Ended September 30,	2017	2016	2015	2014
Total Pension Liability				
Service cost	\$ 820,072	\$ 885,450	\$ 801,785	\$ 753,000
Interest	3,425,372	3,371,771	3,257,812	3,123,215
Changes in benefit terms	(7,192)	-	-	-
Difference between actual and expected experience	397,703	(950,704)	609,774	557,616
Assumption changes	585,900	771,544	568,624	56,887
Benefit payments including refunds of contributions	(2,256,996)	(3,144,461)	(3,415,712)	(2,165,565)
Net change in total pension liability	2,964,859	933,600	1,822,283	2,325,153
Total pension liability – beginning	45,809,397	44,875,797	43,053,514	40,728,361
Total pension liability – ending (a)	<u>\$ 48,774,256</u>	<u>\$ 45,809,397</u>	<u>\$ 44,875,797</u>	<u>\$ 43,053,514</u>
Total Fiduciary Net Position				
Contributions – employer	\$ 2,824,801	\$ 2,817,806	\$ 2,731,326	\$ 2,670,260
Contributions – state	397,680	373,343	345,822	331,402
Contributions – employee	355,777	336,731	326,566	301,375
Net investment income	3,063,317	1,688,832	(21,228)	1,812,759
Benefit payments, including refunds of contributions	(2,256,996)	(3,151,653)	(3,415,712)	(2,165,565)
Administrative expense	(106,538)	(116,769)	(104,276)	(103,311)
Net change in plan fiduciary net position	4,278,041	1,948,290	(137,502)	2,846,920
Plan fiduciary net position – beginning	30,105,688	28,157,398	28,294,900	25,447,980
Plan fiduciary net position – ending (b)	<u>\$ 34,383,729</u>	<u>\$ 30,105,688</u>	<u>\$ 28,157,398</u>	<u>\$ 28,294,900</u>
Net pension liability – ending (a) - (b)	<u>\$ 14,390,527</u>	<u>\$ 15,703,709</u>	<u>\$ 16,718,399</u>	<u>\$ 14,758,614</u>
Plan fiduciary net position as a percentage of the total pension liability	70.50%	65.72%	62.75%	65.72%
Covered employee payroll	\$ 4,622,671	\$ 4,275,349	\$ 4,293,316	\$ 3,944,464
Net pension liability as a percentage of covered employee payroll	311.30%	367.31%	389.41%	374.16%

*Information only available since GASB 67 implementation in FY14. Additional years' information will be added as it becomes available until a 10-year history is shown.

REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULES OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
FIRE PLAN
SEPTEMBER 30, 2017

For the Year Ended September 30,	2017	2016	2015	2014
Total Pension Liability				
Service cost	\$ 468,739	\$ 424,216	\$ 411,997	\$ 379,866
Interest	3,225,607	3,037,757	2,987,593	2,934,569
Changes of benefit terms	-	(1,577)	-	-
Difference between actual and expected experience	367,210	(100,351)	(20,660)	-
Assumption changes	549,204	2,361,584	420,007	-
Benefit payments including refunds of contributions	(2,436,218)	(3,208,450)	(2,154,771)	(3,195,972)
Net change in total pension liability	2,174,542	2,513,179	1,644,166	118,463
Total pension liability – beginning	42,640,372	40,127,193	38,483,027	38,364,564
Total pension liability – ending (a)	<u>\$ 44,814,914</u>	<u>\$ 42,640,372</u>	<u>\$ 40,127,193</u>	<u>\$ 38,483,027</u>
Total Fiduciary Net Position				
Contributions – employer	\$ 2,449,781	\$ 2,459,983	\$ 2,321,223	\$ 2,911,058
Contributions – state	351,038	367,918	391,117	386,195
Contributions – employee	209,651	200,780	182,394	176,907
Net investment income	2,516,903	2,064,410	218,115	1,715,914
Benefit payments, including refunds of contributions	(2,436,218)	(3,208,450)	(2,154,771)	(3,195,972)
Administrative expense	(57,973)	(72,625)	(77,530)	(53,503)
Net change in plan fiduciary net position	3,033,182	1,812,016	880,548	1,940,599
Plan fiduciary net position – beginning	24,887,839	23,075,823	22,195,275	20,254,676
Plan fiduciary net position – ending (b)	<u>\$ 27,921,021</u>	<u>\$ 24,887,839</u>	<u>\$ 23,075,823</u>	<u>\$ 22,195,275</u>
Net pension liability – ending (a) - (b)	<u>\$ 16,893,893</u>	<u>\$ 17,752,533</u>	<u>\$ 17,051,370</u>	<u>\$ 16,287,752</u>
Plan fiduciary net position as a percentage of the total pension liability	62.30%	58.37%	57.51%	57.68%
Covered employee payroll	\$ 2,735,484	\$ 2,629,023	\$ 2,571,913	\$ 2,247,991
Net pension liability as a percentage of covered employee payroll	617.58%	675.25%	662.98%	724.55%

*Information only available since GASB 67 implementation in FY14. Additional years' information will be added as it becomes available until a 10-year history is shown.

**REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
GENERAL EMPLOYEES PLAN
SEPTEMBER 30, 2017**

Fiscal Year	Actuarially Determined Contribution (ADC)	Contributions in Relation to ADC	Contribution Deficiency (Excess)	Covered Payroll	Contributions as Percentage of Employee Payroll
2017	\$ 744,380	\$ 794,333	\$ (49,953)	\$ 4,802,452	16.54%
2016	739,845	880,209	(140,364)	5,287,951	16.65%
2015	673,138	673,300	(162)	5,300,301	12.70%
2014	702,741	702,741	-	5,170,450	13.59%

Notes to Schedule:

Valuation Date: 10/01/2017

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method: Aggregate
Asset Valuation Method: 5-year smoothed market
Contribution Requirements: Level percentage

Actuarial Assumptions

Inflation: 3.00%
Salary Increases: 4.00% average, including inflation
Investment Rate of Return: 7.50%, net of pension plan investment expense including inflation
Mortality: Based on the RP-2000 post retirement pension mortality, projected generationally using Scale BB

*Information only available since GASB 67 implementation in FY14. Additional years' information will be added as it becomes available until a 10-year history is shown.

**REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
POLICE PLAN
SEPTEMBER 30, 2017**

Fiscal Year	Actuarially Determined Contribution (ADC)	Contributions in Relation to ADC	Contribution Deficiency (Excess)	Covered Payroll	Contributions as Percentage of Employee Payroll
2017	\$ 3,214,965	\$ 3,222,481	\$ (7,516)	\$ 4,622,671	69.71%
2016	3,054,694	3,191,149	(136,455)	4,275,349	71.64%
2015	2,916,475	3,077,148	(160,673)	4,293,316	71.67%
2014	2,826,275	3,001,662	(175,387)	3,944,464	76.10%
2013	2,515,286	2,814,596	(299,310)	3,575,109	78.73%
2012	2,304,028	2,393,122	(89,094)	3,460,703	69.15%
2011	2,071,957	2,841,994	(770,037)	3,212,337	88.47%
2010	2,597,318	2,601,217	(3,899)	4,211,533	61.76%
2009	2,413,516	2,597,319	(183,803)	4,329,474	59.99%
2008	2,057,164	2,057,164	-	4,032,313	51.02%

Notes to Schedule:

Valuation Date: 10/01/2017

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age
Amortization Method	Level percent of pay, closed
Remaining Amortization Period	25 years for change in Plan provisions, assumptions, and methods. 15 years for actuarial gains and losses
Asset Valuation Method:	5-year smoothed market
Inflation:	2.00%
Salary Increases:	7.50%
Investment Rate of Return:	7.75%, net of pension plan investment expense including inflation (change to 7.65% to begin with 2016 contributions, 7.55% with 2017 contributions)
Mortality:	The mortality table was revised with the October 1, 2017 actuarial valuation to be that used for special risk employees in the valuation of the Florida Retirement System (FRS) as of July 1, 2016 and 2017, as required by state statute. The mortality table was revised with the October 1, 2016 to be that used for special risk employees in the valuation of FRS as of July 1, 2015, as required by state statute. Prior to this change the RP-2000 Combined Mortality Table using Scale AA projected to the valuation year was used.
Retirement Age:	Members hired after January 31, 2011 – 100% at age 48 and 10 years of service Members hired before January 31, 2011 – 100% at age 45 with 25 years of service and 100% at age 48 with 10 years of service

**REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
FIRE PLAN
SEPTEMBER 30, 2017**

<u>Fiscal Year</u>	<u>Actuarially Determined Contribution (ADC)</u>	<u>Contributions in Relation to ADC</u>	<u>Contribution Deficiency (Excess)</u>	<u>Covered Payroll</u>	<u>Contributions as Percentage of Employee Payroll</u>
2017	\$ 2,776,516	\$ 2,800,819	\$ (24,303)	\$ 2,735,484	102.39%
2016	2,689,491	2,827,901	(138,410)	2,629,023	107.56%
2015	2,691,757	2,712,340	(20,583)	2,571,913	105.46%
2014	2,888,498	3,190,654	(302,156)	2,247,991	141.93%

Notes to Schedule:

Valuation Date: 10/01/2017

Actuarially determined contribution rates are calculated as of October 1, two years year prior to the end of the fiscal year in which contributions are reported. Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age Normal																					
Amortization Method	Level Percentage of Pay, Closed.																					
Remaining Amortization Period:	28 Years (as of 10/01/2015).																					
Asset Valuation Method:	Each year, the prior Actuarial Value of Assets is brought forward using the historical geometric 4-year average market value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.																					
Inflation:	3.5% per year.																					
Salary Increases:	4.0% to 7.0% based on years of service																					
Interest Rate:	7.70% per year, compounded annually, net of investment-related expenses.																					
Payroll Growth:	5.0% per year (0.27% for 10/1/2015)																					
Cost-of-Living Adjustment:																						
“Frozen Benefit”	At least 20 years at retirement: 3% per year beginning 5 years after retirement. Otherwise, 1% per year beginning 1 year after retirement.																					
“Future Service Piece”	At least 25 years at retirement: 2.5% per year beginning in 2026 and the later of 8 years after retirement and age 59.5.																					
Retirement Rates:																						
“Frozen Benefit”	Old Normal Retirement Date (30%); Old Normal Retirement Date + 1 (15%); Old Normal Retirement Date + 2 (15%); Old Normal Retirement Date +3 (15%); Old Normal Retirement Date + 4 (15%); Old Normal Retirement Date + 5 (100%)																					
“Future Service Piece”	New Normal Retirement Date (100%)																					
Termination Rates:	See table below.																					
Disability Rates	See table below. 75% of disability occurrences are assumed to be service-connected.																					
Mortality:	RP-2000 Table with no projection – based on a study of over 650 public safety funds, this table reflects a 10% margin for future mortality improvements. Disability mortality is set forward five years.																					
Termination and Disability Rate Table:	<table><tr><td></td><td>% Terminating</td><td>% Becoming Disabled</td></tr><tr><td></td><td><u>During the Year</u></td><td><u>During the Year</u></td></tr><tr><td></td><td><u>Age</u></td><td></td></tr><tr><td></td><td>20</td><td>0.07%</td></tr><tr><td></td><td>30</td><td>0.11%</td></tr><tr><td></td><td>40</td><td>0.19%</td></tr><tr><td></td><td>50</td><td>0.51%</td></tr></table>		% Terminating	% Becoming Disabled		<u>During the Year</u>	<u>During the Year</u>		<u>Age</u>			20	0.07%		30	0.11%		40	0.19%		50	0.51%
	% Terminating	% Becoming Disabled																				
	<u>During the Year</u>	<u>During the Year</u>																				
	<u>Age</u>																					
	20	0.07%																				
	30	0.11%																				
	40	0.19%																				
	50	0.51%																				

*Information only available since GASB 67 implementation in FY14. Additional years' information will be added as it becomes available until a 10-year history is shown.

**REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULES OF INVESTMENT RETURNS
SEPTEMBER 30, 2017**

<u>Annual Money-Weighted Rate of Return, Net of Investment Expense</u>			
	General Employees Plan	Police Plan	Fire Plan
Year			
2017	11.72%	10.34%	10.11%
2016	11.50%	6.18%	9.01%
2015	2.43%	-(0.49)%	0.98%
2014	10.87%	7.48%	8.54%

*Information only available since GASB 67 implementation in FY14. Additional years' information will be added as it becomes available until a 10-year history is shown.

SUPPORTING SCHEDULES

Financial schedules are presented to provide greater detailed information than reported in the preceding financial statements. This information, in many cases, has been spread throughout the report and is brought together here for greater clarity. Financial schedules are not necessary for fair presentation in conformity with generally accepted accounting principles.

**CITY OF PORT ORANGE, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2017**

	Special Revenue Funds					
	Business Development	Recreation Facilities	Community Development Building	Community Development Block Grant	Total	Debt Service
ASSETS						
Equity in pooled cash and cash equivalents	\$ 116,793	\$ 794,024	\$ 2,620,022	\$ 209,615	\$ 3,740,454	\$ 2,331,279
Investments	-	-	-	-	-	143,856
Receivables, net	-	5,901	-	-	5,901	4,224
Due from other governments	-	-	-	1,350	1,350	546
Due from other funds	-	-	-	-	-	-
Total assets	<u>\$ 116,793</u>	<u>\$ 799,925</u>	<u>\$ 2,620,022</u>	<u>\$ 210,965</u>	<u>\$ 3,747,705</u>	<u>\$ 2,479,905</u>
LIABILITIES						
Accounts payable and accrued liabilities	\$ -	\$ 32,804	\$ 39,964	\$ -	\$ 72,768	\$ -
Customer deposits	-	-	60	-	60	-
Due to other funds	-	-	-	207,238	207,238	-
Total liabilities	<u>\$ -</u>	<u>\$ 32,804</u>	<u>\$ 40,024</u>	<u>\$ 207,238</u>	<u>\$ 280,066</u>	<u>\$ -</u>
DEFERRED INFLOWS OF RESOURCES						
Unavailable revenue - property taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,224
FUND BALANCES						
Restricted for:						
Public safety	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspections	-	-	2,579,998	-	2,579,998	-
Debt service	-	-	-	-	-	2,475,681
Capital improvements	-	-	-	-	-	-
Transportation sales tax	-	-	-	-	-	-
Transportation impact	-	-	-	-	-	-
Repair and replacement reserve	-	136,995	-	-	136,995	-
Assigned to:						
Purchases on account	-	-	-	-	-	-
Capital improvements	-	-	-	-	-	-
Business development	116,793	-	-	-	116,793	-
Recreation	-	630,126	-	-	630,126	-
General government	-	-	-	3,727	3,727	-
Unassigned	-	-	-	-	-	-
Total fund balances	<u>\$ 116,793</u>	<u>\$ 767,121</u>	<u>\$ 2,579,998</u>	<u>\$ 3,727</u>	<u>\$ 3,467,639</u>	<u>\$ 2,475,681</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 116,793</u>	<u>\$ 799,925</u>	<u>\$ 2,620,022</u>	<u>\$ 210,965</u>	<u>\$ 3,747,705</u>	<u>\$ 2,479,905</u>

**CITY OF PORT ORANGE, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2017**

Capital Project Funds										Total Nonmajor Governmental Funds
General Construction	Transportation Capital Projects	Fire Impact	Transportation Impact	General Obligation Capital Projects	Capital Replacement	Economic Development Capital	2014 Capital Improvement Bond Project	Recreation Impact	Total	
\$ 3,994,917	\$ 1,356,278	\$ 575,262	\$ 2,104,006	\$ 11,723	\$ 4,300,915	\$ 14,235	\$ 7,264	\$ 764,727	\$ 13,129,327	\$ 19,201,060
-	-	-	-	1,044,702	-	-	-	-	1,044,702	1,188,558
-	-	-	-	-	-	-	-	-	-	10,125
234,914	-	-	58,657	-	198,380	-	-	-	491,951	493,847
-	-	-	450,000	-	423,986	-	-	-	873,986	873,986
<u>\$ 4,229,831</u>	<u>\$ 1,356,278</u>	<u>\$ 575,262</u>	<u>\$ 2,612,663</u>	<u>\$ 1,056,425</u>	<u>\$ 4,923,281</u>	<u>\$ 14,235</u>	<u>\$ 7,264</u>	<u>\$ 764,727</u>	<u>\$ 15,539,966</u>	<u>\$ 21,767,576</u>
\$ 21,285	\$ 334,775	\$ -	\$ 6,164	\$ -	\$ 523,883	\$ -	\$ 95	\$ -	\$ 886,202	\$ 958,970
-	250,319	-	-	-	-	-	-	-	250,319	250,379
-	1,495,176	-	-	-	-	-	-	404,548	1,899,724	2,106,962
<u>\$ 21,285</u>	<u>\$ 2,080,270</u>	<u>\$ -</u>	<u>\$ 6,164</u>	<u>\$ -</u>	<u>\$ 523,883</u>	<u>\$ -</u>	<u>\$ 95</u>	<u>\$ 404,548</u>	<u>\$ 3,036,245</u>	<u>\$ 3,316,311</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,224</u>
\$ -	\$ -	\$ 575,262	\$ -	\$ 1,056,425	\$ -	\$ -	\$ -	\$ -	\$ 1,631,687	\$ 1,631,687
-	-	-	-	-	-	-	-	-	-	2,579,998
-	-	-	-	-	-	-	-	-	-	2,475,681
-	-	-	-	-	-	14,235	7,169	360,179	381,583	381,583
4,208,546	-	-	-	-	-	-	-	-	4,208,546	4,208,546
-	-	-	2,606,499	-	-	-	-	-	2,606,499	2,606,499
-	-	-	-	-	-	-	-	-	-	136,995
-	-	-	-	-	994,550	-	-	-	994,550	994,550
-	-	-	-	-	3,404,848	-	-	-	3,404,848	3,404,848
-	-	-	-	-	-	-	-	-	-	116,793
-	-	-	-	-	-	-	-	-	-	630,126
-	-	-	-	-	-	-	-	-	-	3,727
-	(723,992)	-	-	-	-	-	-	-	(723,992)	(723,992)
<u>\$ 4,208,546</u>	<u>\$ (723,992)</u>	<u>\$ 575,262</u>	<u>\$ 2,606,499</u>	<u>\$ 1,056,425</u>	<u>\$ 4,399,398</u>	<u>\$ 14,235</u>	<u>\$ 7,169</u>	<u>\$ 360,179</u>	<u>\$ 12,503,721</u>	<u>\$ 18,447,041</u>
<u>\$ 4,229,831</u>	<u>\$ 1,356,278</u>	<u>\$ 575,262</u>	<u>\$ 2,612,663</u>	<u>\$ 1,056,425</u>	<u>\$ 4,923,281</u>	<u>\$ 14,235</u>	<u>\$ 7,264</u>	<u>\$ 764,727</u>	<u>\$ 15,539,966</u>	<u>\$ 21,767,576</u>

**CITY OF PORT ORANGE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

	Special Revenue Funds					
	Business Development	Recreation Facilities	Community Development Building	Community Development Block Grant	Total	Debt Service
REVENUES						
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 920,037
Permits and fees	-	-	1,873,911	-	1,873,911	-
Intergovernmental	-	-	-	253,223	253,223	-
Charges for services	-	70,740	-	-	70,740	-
Investment income	-	3,308	9,969	777	14,054	5,314
Miscellaneous	-	-	271	-	271	-
Total revenues	-	74,048	1,884,151	254,000	2,212,199	925,351
EXPENDITURES						
Current:						
General government	-	-	1,252,065	-	1,252,065	-
Public safety	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	-	-	-	20,937	20,937	-
Culture and recreation	-	3,210	-	-	3,210	-
Capital outlay	-	58,930	-	230,937	289,867	-
Debt service:						
Principal retirement	-	-	-	-	-	1,360,000
Interest and fiscal charges	-	-	-	-	-	1,277,057
Other charges	-	-	-	-	-	2,250
Total expenditures	-	62,140	1,252,065	251,874	1,566,079	2,639,307
Excess (deficiency) of revenues over expenditures	-	11,908	632,086	2,126	646,120	(1,713,956)
Other financing sources (uses)						
Transfers in	-	-	-	-	-	1,620,785
Transfers out	-	-	-	-	-	(1,125)
Total other financing sources (uses)	-	-	-	-	-	1,619,660
Net change in fund balances	-	11,908	632,086	2,126	646,120	(94,296)
Fund balances, beginning of year	116,793	755,213	1,947,912	1,601	2,821,519	2,569,977
Fund balances, end of year	<u>\$ 116,793</u>	<u>\$ 767,121</u>	<u>\$ 2,579,998</u>	<u>\$ 3,727</u>	<u>\$ 3,467,639</u>	<u>\$ 2,475,681</u>

**CITY OF PORT ORANGE, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

Capital Project Funds										Total Nonmajor Governmental Funds
General Construction	Transportation Capital Projects	Fire Impact	Transportation Impact	General Obligation Capital Projects	Capital Replacement	Economic Development Capital	2014 Capital Improvement Bond Project	Recreation Impact	Total	
\$ 1,314,490	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,314,490	\$ 2,234,527
-	-	153,122	388,613	-	-	-	-	757,450	1,299,185	3,173,096
-	-	-	111,924	-	133,257	-	-	-	245,181	498,404
-	-	-	-	-	-	-	-	-	-	70,740
17,551	5,888	2,244	6,962	5,583	11,232	62	9,217	3,277	62,016	81,384
10,255	-	-	-	-	-	-	-	-	10,255	10,526
1,342,296	5,888	155,366	507,499	5,583	144,489	62	9,217	760,727	2,931,127	6,068,677
-	-	-	-	-	-	-	-	-	-	1,252,065
-	-	3,062	-	-	-	-	-	-	3,062	3,062
513,112	20,123	-	7,772	-	-	-	-	-	541,007	541,007
-	-	-	-	-	-	-	-	-	-	20,937
-	-	-	-	-	-	-	-	15,149	15,149	18,359
458,327	-	-	143,439	36,922	1,276,887	-	1,969,869	-	3,885,444	4,175,311
-	-	-	-	-	-	-	-	-	-	1,360,000
-	6,230	-	-	-	-	-	-	29,625	35,855	1,312,912
-	-	-	-	-	-	-	-	-	-	2,250
971,439	26,353	3,062	151,211	36,922	1,276,887	-	1,969,869	44,774	4,480,517	8,685,903
370,857	(20,465)	152,304	356,288	(31,339)	(1,132,398)	62	(1,960,652)	715,953	(1,549,390)	(2,617,226)
-	-	-	-	-	2,482,000	-	-	-	2,482,000	4,102,785
-	-	-	-	-	(26,639)	-	-	-	(26,639)	(27,764)
-	-	-	-	-	2,455,361	-	-	-	2,455,361	4,075,021
370,857	(20,465)	152,304	356,288	(31,339)	1,322,963	62	(1,960,652)	715,953	905,971	1,457,795
3,837,689	(703,527)	422,958	2,250,211	1,087,764	3,076,435	14,173	1,967,821	(355,774)	11,597,750	16,989,246
\$ 4,208,546	\$ (723,992)	\$ 575,262	\$ 2,606,499	\$ 1,056,425	\$ 4,399,398	\$ 14,235	\$ 7,169	\$ 360,179	\$ 12,503,721	\$ 18,447,041

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - BUSINESS DEVELOPMENT
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	<u>Budgeted Amounts</u>			Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
REVENUES				
Total revenues	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
EXPENDITURES				
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Other financing sources (uses)				
Transfers in	-	-	-	-
Transfers out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund balances, beginning of year	116,793	116,793	116,793	-
Fund balances, end of year	<u><u>\$ 116,793</u></u>	<u><u>\$ 116,793</u></u>	<u><u>\$ 116,793</u></u>	<u><u>\$ -</u></u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - RECREATION FACILITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Charges for services	\$ 104,490	\$ 70,740	\$ 70,740	\$ -
Investment income	3,000	3,000	3,308	308
Total revenues	107,490	73,740	74,048	308
EXPENDITURES				
Current:				
Culture and recreation	49,442	72,090	3,210	68,880
Capital outlay	58,048	83,511	58,930	24,581
Total expenditures	107,490	155,601	62,140	93,461
Net change in fund balances	-	(81,861)	11,908	93,769
Fund balances, beginning of year	755,213	755,213	755,213	-
Fund balances, end of year	<u>\$ 755,213</u>	<u>\$ 673,352</u>	<u>\$ 767,121</u>	<u>\$ 93,769</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - COMMUNITY DEVELOPMENT BUILDING
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Permits and fees	\$ 1,151,500	\$ 1,151,500	\$ 1,873,911	\$ 722,411
Investment income	9,000	9,000	9,969	969
Miscellaneous	-	-	271	271
Total revenues	<u>1,160,500</u>	<u>1,160,500</u>	<u>1,884,151</u>	<u>723,651</u>
EXPENDITURES				
Current:				
General government:				
Planning and community development	1,221,759	1,355,113	1,252,065	103,048
Capital outlay	-	308,298	-	308,298
Total expenditures	<u>1,221,759</u>	<u>1,663,411</u>	<u>1,252,065</u>	<u>411,346</u>
Net change in fund balances	<u>(61,259)</u>	<u>(502,911)</u>	<u>632,086</u>	<u>1,134,997</u>
Fund balances, beginning of year	1,947,912	1,947,912	1,947,912	-
Fund balances, end of year	<u>\$ 1,886,653</u>	<u>\$ 1,445,001</u>	<u>\$ 2,579,998</u>	<u>\$ 1,134,997</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - COMMUNITY DEVELOPMENT BLOCK GRANT
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	<u>Budgeted Amounts</u>			Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
REVENUES				
Intergovernmental	\$ 268,806	\$ 530,731	\$ 253,223	\$ (277,508)
Investment income	-	-	777	777
Total revenues	<u>268,806</u>	<u>530,731</u>	<u>254,000</u>	<u>(276,731)</u>
EXPENDITURES				
Current:				
Economic environment	53,761	68,798	20,937	47,861
Capital outlay	<u>215,045</u>	<u>461,933</u>	<u>230,937</u>	<u>230,996</u>
Total expenditures	<u>268,806</u>	<u>530,731</u>	<u>251,874</u>	<u>278,857</u>
Net change in fund balances	<u>-</u>	<u>-</u>	<u>2,126</u>	<u>2,126</u>
Fund balances, beginning of year	1,601	1,601	1,601	-
Fund balances, end of year	<u><u>\$ 1,601</u></u>	<u><u>\$ 1,601</u></u>	<u><u>\$ 3,727</u></u>	<u><u>\$ 2,126</u></u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - DEBT SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	\$ 902,691	\$ 902,691	\$ 920,037	\$ 17,346
Investment income	11,200	11,200	5,314	(5,886)
Total revenues	913,891	913,891	925,351	11,460
EXPENDITURES				
Debt service:				
Principal retirement	1,360,000	1,360,000	1,360,000	-
Interest and fiscal charges	1,292,155	1,291,030	1,279,307	11,723
Total expenditures	2,652,155	2,651,030	2,639,307	11,723
Excess (deficiency) of revenues over expenditures	(1,738,264)	(1,737,139)	(1,713,956)	23,183
Other financing sources (uses)				
Transfers in	1,289,785	1,620,785	1,620,785	-
Transfers out	-	(1,125)	(1,125)	-
Total other financing sources (uses)	1,289,785	1,619,660	1,619,660	-
Net change in fund balances	(448,479)	(117,479)	(94,296)	23,183
Fund balances, beginning of year	2,569,977	2,569,977	2,569,977	-
Fund balances, end of year	<u>\$ 2,121,498</u>	<u>\$ 2,452,498</u>	<u>\$ 2,475,681</u>	<u>\$ 23,183</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL CONSTRUCTION
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	<u>Budgeted Amounts</u>			Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
REVENUES				
Taxes	\$ 1,300,307	\$ 1,300,307	\$ 1,314,490	\$ 14,183
Investment income	7,000	7,000	17,551	10,551
Miscellaneous	-	10,255	10,255	-
Total revenues	<u>1,307,307</u>	<u>1,317,562</u>	<u>1,342,296</u>	<u>24,734</u>
EXPENDITURES				
Current:				
Transportation	563,966	1,247,653	513,112	734,541
Capital outlay	<u>751,000</u>	<u>2,405,502</u>	<u>458,327</u>	<u>1,947,175</u>
Total expenditures	<u>1,314,966</u>	<u>3,653,155</u>	<u>971,439</u>	<u>2,681,716</u>
Net change in fund balances	<u>(7,659)</u>	<u>(2,335,593)</u>	<u>370,857</u>	<u>2,706,450</u>
Fund balances, beginning of year	3,837,689	3,837,689	3,837,689	-
Fund balances, end of year	<u>\$ 3,830,030</u>	<u>\$ 1,502,096</u>	<u>\$ 4,208,546</u>	<u>\$ 2,706,450</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - TRANSPORTATION CAPITAL PROJECTS
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	<u>Budgeted Amounts</u>			Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
REVENUES				
Investment income	\$ -	\$ -	\$ 5,888	\$ 5,888
Total revenues	-	-	5,888	5,888
EXPENDITURES				
Current:				
Transportation	-	-	20,123	(20,123)
Capital outlay	-	213,495	-	213,495
Debt service:				
Interest and fiscal charges	-	-	6,230	(6,230)
Total expenditures	-	213,495	26,353	187,142
Net change in fund balances	-	(213,495)	(20,465)	193,030
Fund balances, beginning of year	(703,527)	(703,527)	(703,527)	-
Fund balances, end of year	<u>\$ (703,527)</u>	<u>\$ (917,022)</u>	<u>\$ (723,992)</u>	<u>\$ 193,030</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - FIRE IMPACT
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Permits and fees	\$ 50,000	\$ 50,000	\$ 153,122	\$ 103,122
Investment income	500	500	2,244	1,744
Total revenues	50,500	50,500	155,366	104,866
EXPENDITURES				
Current:				
Public safety:				
Fire safety	50,500	50,677	3,062	47,615
Total expenditures	50,500	50,677	3,062	47,615
Net change in fund balances	-	(177)	152,304	152,481
Fund balances, beginning of year	422,958	422,958	422,958	-
Fund balances, end of year	<u>\$ 422,958</u>	<u>\$ 422,781</u>	<u>\$ 575,262</u>	<u>\$ 152,481</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - TRANSPORTATION IMPACT
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Permits and fees	\$ 140,000	\$ 140,000	\$ 388,613	\$ 248,613
Intergovernmental	-	820,916	111,924	(708,992)
Investment income	5,000	5,000	6,962	1,962
Total revenues	145,000	965,916	507,499	(458,417)
EXPENDITURES				
Current:				
Transportation	82,000	247,143	7,772	239,371
Capital outlay	63,000	1,241,411	143,439	1,097,972
Total expenditures	145,000	1,488,554	151,211	1,337,343
Net change in fund balances	-	(522,638)	356,288	878,926
Fund balances, beginning of year	2,250,211	2,250,211	2,250,211	-
Fund balances, end of year	<u>\$ 2,250,211</u>	<u>\$ 1,727,573</u>	<u>\$ 2,606,499</u>	<u>\$ 878,926</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL OBLIGATION CAPITAL PROJECTS
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	<u>Budgeted Amounts</u>			Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
REVENUES				
Investment income	\$ -	\$ -	\$ 5,583	\$ 5,583
Total revenues	-	-	5,583	5,583
EXPENDITURES				
Capital outlay	-	1,073,525	36,922	1,036,603
Total expenditures	-	1,073,525	36,922	1,036,603
Net change in fund balances	-	(1,073,525)	(31,339)	1,042,186
Fund balances, beginning of year	1,087,764	1,087,764	1,087,764	-
Fund balances, end of year	<u>\$ 1,087,764</u>	<u>\$ 14,239</u>	<u>\$ 1,056,425</u>	<u>\$ 1,042,186</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - CAPITAL REPLACEMENT
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Intergovernmental	\$ -	\$ 1,506,423	\$ 133,257	\$ (1,373,166)
Investment income	-	-	11,232	11,232
Total revenues	-	1,506,423	144,489	(1,361,934)
EXPENDITURES				
Capital outlay	2,182,000	6,482,421	1,276,887	5,205,534
Total expenditures	2,182,000	6,482,421	1,276,887	5,205,534
Excess (deficiency) of revenues over expenditures	(2,182,000)	(4,975,998)	(1,132,398)	3,843,600
Other financing sources (uses)				
Transfers in	2,182,000	2,482,000	2,482,000	-
Transfers out	-	(26,639)	(26,639)	-
Total other financing sources (uses)	2,182,000	2,455,361	2,455,361	-
Net change in fund balances	-	(2,520,637)	1,322,963	3,843,600
Fund balances, beginning of year	3,076,435	3,076,435	3,076,435	-
Fund balances, end of year	<u>\$ 3,076,435</u>	<u>\$ 555,798</u>	<u>\$ 4,399,398</u>	<u>\$ 3,843,600</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - ECONOMIC DEVELOPMENT CAPITAL
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	<u>Budgeted Amounts</u>			Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
REVENUES				
Investment income	\$ -	\$ -	\$ 62	\$ 62
Total revenues	-	-	62	62
EXPENDITURES				
Capital outlay	-	13,219	-	13,219
Total expenditures	-	13,219	-	13,219
Net change in fund balances	-	(13,219)	62	13,281
Fund balances, beginning of year	14,173	14,173	14,173	-
Fund balances, end of year	<u>\$ 14,173</u>	<u>\$ 954</u>	<u>\$ 14,235</u>	<u>\$ 13,281</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - 2014 CAPITAL IMPROVEMENT BOND PROJECT
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	<u>Budgeted Amounts</u>			Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
REVENUES				
Investment income	\$ -	\$ -	\$ 9,217	\$ 9,217
Total revenues	-	-	9,217	9,217
EXPENDITURES				
Capital outlay	-	1,986,812	1,969,869	16,943
Total expenditures	-	1,986,812	1,969,869	16,943
Net change in fund balances	-	(1,986,812)	(1,960,652)	26,160
Fund balances, beginning of year	1,967,821	1,967,821	1,967,821	-
Fund balances, end of year	<u>\$ 1,967,821</u>	<u>\$ (18,991)</u>	<u>\$ 7,169</u>	<u>\$ 26,160</u>

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - RECREATION IMPACT
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	<u>Budgeted Amounts</u>			Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
REVENUES				
Permits and fees	\$ 125,000	\$ 137,649	\$ 757,450	\$ 619,801
Investment income	-	-	3,277	3,277
Total revenues	<u>125,000</u>	<u>137,649</u>	<u>760,727</u>	<u>623,078</u>
EXPENDITURES				
Current:				
Culture and recreation	2,500	15,149	15,149	-
Capital outlay	-	50,000	-	50,000
Debt service:				
Principal retirement	187,943	187,943	-	187,943
Interest and fiscal charges	29,625	29,625	29,625	-
Total expenditures	<u>220,068</u>	<u>282,717</u>	<u>44,774</u>	<u>237,943</u>
Net change in fund balances	<u>(95,068)</u>	<u>(145,068)</u>	<u>715,953</u>	<u>861,021</u>
Fund balances, beginning of year	(355,774)	(355,774)	(355,774)	-
Fund balances, end of year	<u>\$ (450,842)</u>	<u>\$ (500,842)</u>	<u>\$ 360,179</u>	<u>\$ 861,021</u>

CITY OF PORT ORANGE, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
SEPTEMBER 30, 2017

	Data Processing	Vehicle Maintenance	Self- Insurance	Lease & Replacement	Building Maintenance	Loan Pool	Total
ASSETS							
Equity in pooled cash	\$ 324,370	\$ 64,816	\$ 1,533,101	\$ 4,095,592	\$ 749,909	\$ 2,744,727	\$ 9,512,515
Accounts receivable, net	2,594	-	31,380	-	-	-	33,974
Due from other governments	-	11,491	581	-	30,939	-	43,011
Prepaid items	-	-	50,389	-	-	-	50,389
Due from other funds	-	-	-	-	-	3,165,266	3,165,266
Total current assets	<u>326,964</u>	<u>76,307</u>	<u>1,615,451</u>	<u>4,095,592</u>	<u>780,848</u>	<u>5,909,993</u>	<u>12,805,155</u>
Noncurrent assets:							
Capital assets:							
Building and improvements	-	234,752	-	-	204,084	-	438,836
Machinery and equipment	911,790	130,736	119,484	21,277,413	448,370	-	22,887,793
Construction in progress	-	-	-	17,699	1,300	-	18,999
Accumulated depreciation	(906,696)	(170,041)	(118,676)	(14,926,740)	(554,556)	-	(16,676,709)
Total capital assets, net	<u>5,094</u>	<u>195,447</u>	<u>808</u>	<u>6,368,372</u>	<u>99,198</u>	<u>-</u>	<u>6,668,919</u>
Advances to other funds	-	-	-	-	-	1,729,491	1,729,491
Total noncurrent assets	<u>5,094</u>	<u>195,447</u>	<u>808</u>	<u>6,368,372</u>	<u>99,198</u>	<u>1,729,491</u>	<u>8,398,410</u>
Total assets	<u><u>\$ 332,058</u></u>	<u><u>\$ 271,754</u></u>	<u><u>\$ 1,616,259</u></u>	<u><u>\$ 10,463,964</u></u>	<u><u>\$ 880,046</u></u>	<u><u>\$ 7,639,484</u></u>	<u><u>\$ 21,203,565</u></u>
LIABILITIES							
Current liabilities:							
Accounts payable and accrued liabilities	\$ 51,956	\$ 53,992	\$ 389,077	\$ 547,139	\$ 36,567	\$ -	\$ 1,078,731
Due to other funds	-	60,000	-	-	-	-	60,000
Estimated claims payable	-	-	414,000	-	-	-	414,000
Compensated absences	<u>8,653</u>	<u>3,108</u>	<u>318</u>	<u>-</u>	<u>2,330</u>	<u>-</u>	<u>14,409</u>
Total current liabilities	<u>60,609</u>	<u>117,100</u>	<u>803,395</u>	<u>547,139</u>	<u>38,897</u>	<u>-</u>	<u>1,567,140</u>
Noncurrent liabilities:							
Compensated absences	<u>77,873</u>	<u>27,967</u>	<u>2,865</u>	<u>-</u>	<u>20,966</u>	<u>-</u>	<u>129,671</u>
Total noncurrent liabilities	<u>77,873</u>	<u>27,967</u>	<u>2,865</u>	<u>-</u>	<u>20,966</u>	<u>-</u>	<u>129,671</u>
Total liabilities	<u><u>\$ 138,482</u></u>	<u><u>\$ 145,067</u></u>	<u><u>\$ 806,260</u></u>	<u><u>\$ 547,139</u></u>	<u><u>\$ 59,863</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,696,811</u></u>
NET POSITION							
Net investment in capital assets	\$ 5,094	\$ 195,447	\$ 808	\$ 6,368,372	\$ 99,198	\$ -	\$ 6,668,919
Unrestricted	<u>188,482</u>	<u>(68,760)</u>	<u>809,191</u>	<u>3,548,453</u>	<u>720,985</u>	<u>7,639,484</u>	<u>12,837,835</u>
Total net position	<u><u>\$ 193,576</u></u>	<u><u>\$ 126,687</u></u>	<u><u>\$ 809,999</u></u>	<u><u>\$ 9,916,825</u></u>	<u><u>\$ 820,183</u></u>	<u><u>\$ 7,639,484</u></u>	<u><u>\$ 19,506,754</u></u>

CITY OF PORT ORANGE, FLORIDA
COMBINING STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	<u>Data Processing</u>	<u>Vehicle Maintenance</u>	<u>Self- Insurance</u>	<u>Lease & Replacement</u>	<u>Building Maintenance</u>	<u>Loan Pool</u>	<u>Total</u>
Operating revenues							
Charges for services	\$ 1,773,555	\$ 804,965	\$ 1,220,336	\$ 2,224,121	\$ 2,132,632	\$ -	\$ 8,155,609
Other revenues	2,333	1,393	72,144	-	585	-	76,455
Total operating revenues	<u>1,775,888</u>	<u>806,358</u>	<u>1,292,480</u>	<u>2,224,121</u>	<u>2,133,217</u>	<u>-</u>	<u>8,232,064</u>
Operating expenses							
Personal services	811,619	350,225	260,034	-	377,253	-	1,799,131
Contractual services	556,051	144,282	960,624	-	209,072	-	1,870,029
Utilities	-	-	849	-	537,545	-	538,394
Maintenance and repairs	257,420	70,252	316	-	222,947	-	550,935
Other supplies and expenses	188,568	403,747	5,568	89,694	40,361	-	727,938
Insurance claims and expenses	-	-	553,984	-	-	-	553,984
Depreciation	4,085	35,849	207	1,818,731	84,600	-	1,943,472
Total operating expenses	<u>1,817,743</u>	<u>1,004,355</u>	<u>1,781,582</u>	<u>1,908,425</u>	<u>1,471,778</u>	<u>-</u>	<u>7,983,883</u>
Operating income (loss)	<u>(41,855)</u>	<u>(197,997)</u>	<u>(489,102)</u>	<u>315,696</u>	<u>661,439</u>	<u>-</u>	<u>248,181</u>
Nonoperating revenues (expenses)							
Interest earnings	948	383	7,457	12,130	2,702	75,529	99,149
Intergovernmental grants	-	11,491	581	-	30,939	-	43,011
Gain (loss) on disposition of capital assets	-	-	-	128,961	(6,053)	-	122,908
Total nonoperating revenues (expenses)	<u>948</u>	<u>11,874</u>	<u>8,038</u>	<u>141,091</u>	<u>27,588</u>	<u>75,529</u>	<u>265,068</u>
Income (loss) before contributions and transfers	<u>(40,907)</u>	<u>(186,123)</u>	<u>(481,064)</u>	<u>456,787</u>	<u>689,027</u>	<u>75,529</u>	<u>513,249</u>
Transfers in	-	-	-	305,000	-	-	305,000
Transfers out	-	-	-	-	(624,173)	-	(624,173)
Change in net position	<u>(40,907)</u>	<u>(186,123)</u>	<u>(481,064)</u>	<u>761,787</u>	<u>64,854</u>	<u>75,529</u>	<u>194,076</u>
Net position, beginning of year	234,483	312,810	1,291,063	9,155,038	755,329	7,563,955	19,312,678
Net position, end of year	<u>\$ 193,576</u>	<u>\$ 126,687</u>	<u>\$ 809,999</u>	<u>\$ 9,916,825</u>	<u>\$ 820,183</u>	<u>\$ 7,639,484</u>	<u>\$ 19,506,754</u>

**CITY OF PORT ORANGE, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
SEPTEMBER 30, 2017**

	Data Processing	Vehicle Maintenance	Self- Insurance	Lease & Replacement	Building Maintenance	Loan Pool	Total
Cash flows from operating activities							
Cash received from customers	\$ 1,774,688	\$ 794,867	\$ 1,293,960	\$ 2,224,121	\$ 2,102,278	\$ -	\$ 8,189,914
Cash paid to employees	(811,774)	(346,069)	(201,042)	-	(372,343)	-	(1,731,228)
Cash paid to suppliers	(1,009,585)	(602,954)	(1,486,379)	452,573	(1,032,844)	-	(3,679,189)
Net cash provided by (used in) operating activities	<u>(46,671)</u>	<u>(154,156)</u>	<u>(393,461)</u>	<u>2,676,694</u>	<u>697,091</u>	<u>-</u>	<u>2,779,497</u>
Cash flows from noncapital financing activities							
Transfers from other funds	-	-	-	305,000	-	-	305,000
Transfers to other funds	-	-	-	-	(624,173)	-	(624,173)
Intergovernmental grant proceeds	-	11,491	581	-	30,939	-	43,011
Interfund loans	-	60,000	-	-	-	(442,057)	(382,057)
Net cash provided by (used in) noncapital financing activities	<u>-</u>	<u>71,491</u>	<u>581</u>	<u>305,000</u>	<u>(593,234)</u>	<u>(442,057)</u>	<u>(658,219)</u>
Cash flows from capital and related financing activities							
Acquisition and construction of capital assets	971	(5,699)	-	(1,458,768)	(12,913)	-	(1,476,409)
Cash flows from investing activities							
Interest received	948	383	7,457	12,130	2,702	75,529	99,149
Net change in cash and cash equivalents	<u>(44,752)</u>	<u>(87,981)</u>	<u>(385,423)</u>	<u>1,535,056</u>	<u>93,646</u>	<u>(366,528)</u>	<u>744,018</u>
Cash and cash equivalents, beginning of year	369,122	152,797	1,918,524	2,560,536	656,263	3,111,255	8,768,497
Cash and cash equivalents, end of year	<u>\$ 324,370</u>	<u>\$ 64,816</u>	<u>\$ 1,533,101</u>	<u>\$ 4,095,592</u>	<u>\$ 749,909</u>	<u>\$ 2,744,727</u>	<u>\$ 9,512,515</u>
Cash and cash equivalents classified as:							
Unrestricted	\$ 324,370	\$ 64,816	\$ 1,533,101	\$ 4,095,592	\$ 749,909	\$ 2,744,727	\$ 9,512,515
Total cash and cash equivalents	<u>\$ 324,370</u>	<u>\$ 64,816</u>	<u>\$ 1,533,101</u>	<u>\$ 4,095,592</u>	<u>\$ 749,909</u>	<u>\$ 2,744,727</u>	<u>\$ 9,512,515</u>
Reconciliation of operating income to net cash provided by (used in) operating activities:							
Operating income (loss)	\$ (41,855)	\$ (197,997)	\$ (489,102)	\$ 315,696	\$ 661,439	\$ -	\$ 248,181
Adjustments to reconcile net operating income to net cash provided by (used in) operating activities:							
Depreciation	4,085	35,849	207	1,818,731	84,600	-	1,943,472
Changes in assets and liabilities:							
Accounts receivable	(1,200)	-	2,061	-	-	-	861
Due from other governments	-	(11,491)	(581)	-	(30,939)	-	(43,011)
Prepaid items	-	-	232	-	-	-	232
Accounts payable and accrued liabilities	(7,546)	15,327	34,730	542,267	(22,919)	-	561,859
Compensated absences	(155)	4,156	(3,008)	-	4,910	-	5,903
Net OPEB obligation	-	-	62,000	-	-	-	62,000
Net cash provided by (used in) operating activities	<u>\$ (46,671)</u>	<u>\$ (154,156)</u>	<u>\$ (393,461)</u>	<u>\$ 2,676,694</u>	<u>\$ 697,091</u>	<u>\$ -</u>	<u>\$ 2,779,497</u>

Statistical Section

This part of the City of Port Orange's, Florida's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the factors affecting the City's ability to generate its property and sales taxes.

Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place and help make comparisons over time and with other governments.

Operating Information

These schedules contain information about the City's operations and resources to help the reader understand how the City's financial information relates to the services the City provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

NET POSITION BY COMPONENT
LAST TEN FISCAL YEARS
September 30, 2017
CITY OF PORT ORANGE, FLORIDA
(Accrual basis of accounting)
(Shown in thousands)

Table I

	Fiscal Year									
	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
Governmental Activities:										
Net investment in capital assets.....	\$ 100,978	\$ 99,823	\$ 96,276	\$ 95,288	\$ 90,770	\$ 87,750	\$ 85,065	\$ 85,762	\$ 83,859	\$ 70,186
Restricted.....	14,912	11,769	15,597	18,164	17,480	15,730	13,831	13,491	7,014	13,267
Unrestricted.....	<u>(5,988)</u>	<u>(5,457)</u>	<u>(8,215)</u>	<u>24,170</u>	<u>24,317</u>	<u>23,972</u>	<u>22,911</u>	<u>19,901</u>	<u>26,943</u>	<u>32,505</u>
Total governmental activities net position.....	<u>\$ 109,902</u>	<u>\$ 106,135</u>	<u>\$ 103,658</u>	<u>\$ 137,622</u>	<u>\$ 132,567</u>	<u>\$ 127,452</u>	<u>\$ 121,807</u>	<u>\$ 119,154</u>	<u>\$ 117,816</u>	<u>\$ 115,958</u>
Business-type Activities:										
Net investment in capital assets.....	\$ 189,582	\$ 191,186	\$ 180,198	\$ 174,390	\$ 167,342	\$ 162,682	\$ 151,064	\$ 139,554	\$ 130,783	\$ 115,417
Restricted.....	15,090	8,764	14,299	15,142	14,549	14,541	20,344	22,149	16,521	30,975
Unrestricted.....	<u>27,682</u>	<u>22,687</u>	<u>19,633</u>	<u>19,379</u>	<u>19,082</u>	<u>16,023</u>	<u>16,311</u>	<u>17,213</u>	<u>22,862</u>	<u>15,004</u>
Total business-type activities net position.....	<u>\$ 232,354</u>	<u>\$ 222,637</u>	<u>\$ 214,130</u>	<u>\$ 208,911</u>	<u>\$ 200,973</u>	<u>\$ 193,246</u>	<u>\$ 187,719</u>	<u>\$ 178,916</u>	<u>\$ 170,166</u>	<u>\$ 161,396</u>
Primary Government:										
Net investment in capital assets.....	\$ 290,560	\$ 291,009	\$ 276,474	\$ 269,678	\$ 258,112	\$ 250,432	\$ 236,129	\$ 225,316	\$ 214,642	\$ 185,603
Restricted.....	30,002	20,533	29,896	33,306	32,029	30,271	34,175	35,640	23,535	44,242
Unrestricted.....	<u>21,694</u>	<u>17,230</u>	<u>11,418</u>	<u>43,549</u>	<u>43,399</u>	<u>39,995</u>	<u>39,222</u>	<u>37,114</u>	<u>49,805</u>	<u>47,509</u>
Total primary government net position.....	<u>\$ 342,256</u>	<u>\$ 328,772</u>	<u>\$ 317,788</u>	<u>\$ 346,533</u>	<u>\$ 333,540</u>	<u>\$ 320,698</u>	<u>\$ 309,526</u>	<u>\$ 298,070</u>	<u>\$ 287,982</u>	<u>\$ 277,354</u>

* In 2015, GASB #68 was implemented, resulting in the recording of the net pension liability, which ultimately impacted unrestricted net position

* In 2013, GASB #65 was implemented, resulting in the write-off of unamortized debt issuance costs

* In 2006, due to implementation of financial disclosures as promulgated by Governmental Accounting Standards Board's Statement #34, City Infrastructure (Roads, Bridges and Sidewalks) assets were included with amounts invested in capital assets.

CHANGES IN NET POSITION
LAST TEN FISCAL YEARS
September 30, 2017
CITY OF PORT ORANGE, FLORIDA
(Accrual basis of accounting)
(Shown in thousands)

Table II

	Fiscal Year									
	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
Expenses:										
Governmental Activities:										
General government.....	\$ 14,791	\$ 6,418	\$ 5,840	\$ 5,084	\$ 5,509	\$ 5,101	\$ 7,554	\$ 7,803	\$ 10,421	\$ 7,763
Public safety.....	20,330	20,010	18,562	19,807	19,193	17,735	18,229	19,344	19,893	19,117
Transportation.....	6,460	5,934	5,491	2,225	2,017	2,957	2,981	663	587	570
Economic environment.....	36	95	36	95	111	234	333	3,738	5,317	3,153
Culture/recreation.....	4,478	4,264	4,094	3,889	3,843	3,721	3,681	3,638	3,687	3,886
Interest on long-term debt.....	1,263	1,659	1,715	2,100	1,937	2,018	2,116	2,155	2,318	2,677
Total governmental activities expenses.....	<u>47,358</u>	<u>38,380</u>	<u>35,738</u>	<u>33,200</u>	<u>32,610</u>	<u>31,766</u>	<u>34,894</u>	<u>37,341</u>	<u>42,223</u>	<u>37,166</u>
Business-Type Activities:										
Water.....	20,465	20,671	20,800	20,870	19,795	19,341	20,875	20,544	22,004	21,466
Solid waste.....	6,965	6,711	6,573	6,456	6,213	6,218	7,764	7,648	7,926	7,881
Stormwater.....	3,412	3,116	3,165	1,966	1,901	1,944	2,521	2,625	1,974	1,976
Golf course.....	1,492	1,507	1,530	1,638	1,552	1,550	1,543	1,708	1,679	1,727
Total business-type activities expenses.....	<u>32,334</u>	<u>32,005</u>	<u>32,068</u>	<u>30,930</u>	<u>29,461</u>	<u>29,053</u>	<u>32,703</u>	<u>32,525</u>	<u>33,583</u>	<u>33,050</u>
Total primary government expenses.....	<u>\$ 79,692</u>	<u>\$ 70,385</u>	<u>\$ 67,806</u>	<u>\$ 64,130</u>	<u>\$ 62,071</u>	<u>\$ 60,819</u>	<u>\$ 67,597</u>	<u>\$ 69,866</u>	<u>\$ 75,806</u>	<u>\$ 70,216</u>
Program Revenues:										
Governmental Activities:										
Charges for services:										
General government.....	\$ 3,098	\$ 1,934	\$ 2,510	\$ 2,384	\$ 2,402	\$ 2,166	\$ 2,380	\$ 1,736	\$ 3,285	\$ 3,322
Public safety.....	631	1,532	327	444	416	463	1,653	521	537	472
Transportation.....	160	143	208	42	104	297	273	279	82	8
Economic environment.....	7	28	28	30	30	33	-	-	41	-
Culture/recreation.....	708	736	701	687	1,006	1,180	991	801	920	1,004
Operating grants and contributions.....	7,873	1,313	1,213	1,281	1,155	1,138	181	1,305	912	703
Capital grants and contributions.....	6,176	4,877	3,768	3,473	3,716	2,674	1,006	2,005	1,823	2,909
Total governmental activities program revenues	<u>18,653</u>	<u>10,563</u>	<u>8,755</u>	<u>8,341</u>	<u>8,829</u>	<u>7,951</u>	<u>6,484</u>	<u>6,647</u>	<u>7,600</u>	<u>8,418</u>
Business-Type Activities:										
Charges for services:										
Water and sewer.....	27,379	26,979	25,925	25,133	23,807	24,858	24,416	24,591	24,837	25,229
Solid waste.....	7,129	7,170	7,052	6,984	6,724	6,792	8,033	7,953	7,847	7,986
Stormwater.....	3,924	3,884	3,861	3,808	3,802	3,716	3,738	3,659	3,510	3,480
Golf course.....	1,342	1,245	1,005	1,493	1,591	1,634	1,619	1,531	1,618	1,852
Operating grants and contributions.....	156	-	-	-	-	-	-	563	-	-
Capital grants and contributions.....	3,628	2,003	2,182	2,824	3,644	1,231	1,660	3,179	4,190	5,260
Total business-type activities program revenue..	<u>43,558</u>	<u>41,281</u>	<u>40,025</u>	<u>40,242</u>	<u>39,568</u>	<u>38,231</u>	<u>39,466</u>	<u>41,476</u>	<u>42,002</u>	<u>43,807</u>
Total primary government program revenues.....	<u>\$ 62,211</u>	<u>\$ 51,844</u>	<u>\$ 48,780</u>	<u>\$ 48,583</u>	<u>\$ 48,397</u>	<u>\$ 46,182</u>	<u>\$ 45,950</u>	<u>\$ 48,123</u>	<u>\$ 49,602</u>	<u>\$ 52,225</u>
Net (Expense)/Revenue:										
Governmental activities.....	\$ (28,705)	\$ (27,817)	\$ (26,983)	\$ (24,859)	\$ (23,781)	\$ (23,815)	\$ (28,410)	\$ (30,694)	\$ (34,623)	\$ (28,748)
Business-type activities.....	<u>11,224</u>	<u>9,276</u>	<u>7,957</u>	<u>9,312</u>	<u>10,107</u>	<u>9,178</u>	<u>6,763</u>	<u>8,951</u>	<u>8,419</u>	<u>10,757</u>
Total primary government net expense.....	<u>\$ (17,481)</u>	<u>\$ (18,541)</u>	<u>\$ (19,026)</u>	<u>\$ (15,547)</u>	<u>\$ (13,674)</u>	<u>\$ (14,637)</u>	<u>\$ (21,647)</u>	<u>\$ (21,743)</u>	<u>\$ (26,204)</u>	<u>\$ (17,991)</u>
General Revenues and Other Changes in Net Position:										
Governmental Activities:										
Taxes:										
Property taxes.....	\$ 12,967	\$ 12,181	\$ 11,643	\$ 11,553	\$ 11,646	\$ 11,985	\$ 12,215	\$ 12,569	\$ 15,056	\$ 14,023
Sales taxes.....	3,267	3,117	2,956	2,742	2,592	2,482	2,336	2,309	2,346	2,591
Local option gas taxes.....	-	-	-	-	-	-	1,099	1,112	1,125	1,120
Franchise and utility taxes.....	10,220	10,251	10,297	10,123	9,590	9,493	9,869	10,008	9,832	9,634
Other taxes.....	869	889	850	840	824	743	744	691	571	1,924
Intergovernmental revenues.....	2,553	2,380	2,409	2,131	2,001	2,170	1,950	2,101	1,788	2,231
Investment earnings.....	240	322	335	288	298	535	324	626	1,877	2,277
Miscellaneous revenue.....	660	144	125	311	500	246	883	839	2,859	640
Transfers.....	1,695	1,011	935	1,740	1,806	1,795	1,643	1,776	1,027	492
Total governmental activities.....	<u>32,471</u>	<u>30,295</u>	<u>29,550</u>	<u>29,728</u>	<u>29,257</u>	<u>29,449</u>	<u>31,063</u>	<u>32,031</u>	<u>36,481</u>	<u>34,932</u>
Business-Type Activities:										
Investment earnings.....	153	233	172	81	83	298	229	1,180	1,326	1,851
Miscellaneous revenue.....	38	8	325	246	166	846	454	394	51	-
Transfers.....	(1,695)	(1,011)	(935)	(1,740)	(1,806)	(1,795)	(1,643)	(1,776)	(1,027)	(508)
Total business-type activities.....	<u>(1,504)</u>	<u>(770)</u>	<u>(438)</u>	<u>(1,413)</u>	<u>(1,557)</u>	<u>(651)</u>	<u>(960)</u>	<u>(202)</u>	<u>350</u>	<u>1,343</u>
Total primary government.....	<u>\$ 30,967</u>	<u>\$ 29,525</u>	<u>\$ 29,112</u>	<u>\$ 28,315</u>	<u>\$ 27,700</u>	<u>\$ 28,798</u>	<u>\$ 30,103</u>	<u>\$ 31,829</u>	<u>\$ 36,831</u>	<u>\$ 36,275</u>
Changes in Net Position:										
Governmental activities.....	\$ 3,766	\$ 2,478	\$ 2,567	\$ 4,869	\$ 5,476	\$ 5,634	\$ 2,653	\$ 1,337	\$ 1,858	\$ 6,184
Business-type activities.....	<u>9,720</u>	<u>8,506</u>	<u>7,519</u>	<u>7,899</u>	<u>8,550</u>	<u>8,527</u>	<u>5,803</u>	<u>8,749</u>	<u>8,769</u>	<u>12,100</u>
Total primary government.....	<u>\$ 13,486</u>	<u>\$ 10,984</u>	<u>\$ 10,086</u>	<u>\$ 12,768</u>	<u>\$ 14,026</u>	<u>\$ 14,161</u>	<u>\$ 8,456</u>	<u>\$ 10,086</u>	<u>\$ 10,627</u>	<u>\$ 18,284</u>

*Local option gas taxes reported as transportation operating grants beginning in FY2012.

FUND BALANCES - GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS

Table III

September 30, 2017
 CITY OF PORT ORANGE, FLORIDA
 (Accrual basis of accounting)
 (Shown in thousands)

	Fiscal Year									
	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
General Fund:										
Nonspendable.....	\$ 42	\$ 55	\$ 34	\$ 370	\$ 60	\$ 94	\$ 83	\$ -	\$ -	\$ -
Restricted.....	1,272	1,087	561	545	689	658	626	-	-	-
Committed.....	-	-	-	-	-	-	-	-	-	-
Assigned.....	3,725	3,392	1,742	1,954	1,845	1,761	1,233	-	-	-
Unassigned.....	12,269	14,122	15,465	14,035	13,079	11,813	11,187	-	-	-
Reserved.....	-	-	-	-	-	-	-	528	685	1,713
Unreserved.....	-	-	-	-	-	-	-	11,587	10,727	9,524
Total general fund.....	\$ 17,308	\$ 18,656	\$ 17,802	\$ 16,904	\$ 15,673	\$ 14,326	\$ 13,129	\$ 12,115	\$ 11,412	\$ 11,237
Other Governmental Funds:										
Nonspendable.....	\$ 11	\$ 1,266	\$ 10	\$ 10	\$ 10	\$ 10	\$ -	\$ -	\$ -	\$ -
Restricted.....	14,305	13,261	15,847	14,945	14,964	13,519	13,204	-	-	-
Committed.....	-	-	-	-	-	-	178	-	-	-
Assigned.....	5,150	3,821	2,575	2,989	3,333	3,594	3,409	-	-	-
Unassigned.....	(2,655)	(2,644)	(2,929)	(1,884)	(1,647)	(2,232)	(7,235)	-	-	-
Reserved, reported in:										
Special revenue funds.....	-	-	-	-	-	-	-	1,049	1,337	73
Capital projects funds.....	-	-	-	-	-	-	-	6,586	4,233	18,932
Debt service funds.....	-	-	-	-	-	-	-	4,369	4,169	4,609
Unreserved, reported in:										
Special revenue funds.....	-	-	-	-	-	-	-	1,617	1,760	2,797
Capital projects funds.....	-	-	-	-	-	-	-	844	5,775	3,804
Total all other governmental funds.....	\$ 16,811	\$ 15,704	\$ 15,503	\$ 16,060	\$ 16,660	\$ 14,891	\$ 9,556	\$ 14,465	\$ 17,274	\$ 30,215

*GASB 54 was implemented in Fiscal Year 2011.

CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
Table IV
LAST TEN FISCAL YEARS

September 30, 2017

CITY OF PORT ORANGE, FLORIDA

(Accrual basis of accounting)
(Shown in thousands)

	Fiscal Year									
	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
Revenue:										
Taxes.....	\$ 22,127	\$ 21,377	\$ 20,675	\$ 20,463	\$ 20,241	\$ 20,457	\$ 20,765	\$ 21,193	\$ 25,658	\$ 29,017
Permits and fees.....	6,450	5,169	5,101	6,363	5,517	4,948	4,654	4,578	5,565	3,081
Intergovernmental.....	13,401	6,449	6,066	5,967	4,961	5,412	5,408	5,953	3,360	3,029
Charges for services.....	3,871	3,603	3,423	3,122	3,196	2,986	3,523	2,978	3,454	5,956
Fines and forfeitures.....	38	917	127	160	182	195	349	236	232	284
Miscellaneous.....	825	536	634	939	852	802	1,209	1,465	12,629	2,629
Total revenue.....	46,712	38,051	36,026	37,014	34,949	34,800	35,908	36,403	50,898	43,996
Expenditures:										
Current:										
General government.....	15,551	7,363	6,921	6,340	6,381	6,501	6,948	7,163	8,836	8,268
Public safety.....	20,489	20,109	19,346	19,508	18,530	17,259	19,038	19,373	20,309	19,056
Transportation.....	3,009	2,543	2,287	2,130	2,010	2,920	3,067	3,782	2,253	3,172
Economic environment.....	39	96	44	101	111	234	344	1,189	1,244	571
Culture/recreation.....	3,402	3,157	2,825	2,644	2,848	2,619	2,574	2,821	3,098	2,857
Capital outlay.....	5,002	3,877	3,303	6,511	1,353	1,480	2,300	3,605	16,976	19,682
Debt service:										
Principal retirement.....	1,360	1,205	770	960	1,000	965	925	850	11,136	2,125
Interest and fiscal charges.....	1,354	1,695	1,535	1,890	1,942	2,010	2,093	2,128	2,667	2,298
Payment to refunded bond escrow agent.....	-	13,807	-	16,118	-	-	-	-	-	-
Refunding bond issuance costs.....	-	145	-	178	-	-	-	-	-	-
Total expenditures.....	50,206	53,997	37,031	56,380	34,175	33,988	37,289	40,911	66,519	58,029
Excess (deficiency) of revenue over (under) expenditures.....	(3,494)	(15,946)	(1,005)	(19,366)	774	812	(1,381)	(4,508)	(15,621)	(14,033)
Other Financing Sources (Uses):										
Debt proceeds.....	-	13,959	-	17,421	-	-	-	-	-	6,164
Proceeds from sale of capital assets.....	1,242	1,403	-	-	-	-	-	-	-	-
Transfers in.....	5,742	4,958	3,551	6,672	3,007	3,657	4,631	3,841	16,842	11,857
Transfers out.....	(3,728)	(3,320)	(1,995)	(4,095)	(575)	(2,819)	(2,365)	(1,440)	(13,986)	(10,879)
Total other financing sources (uses).....	3,256	17,000	1,556	19,998	2,432	838	2,266	2,401	2,856	7,142
Net change in fund balances.....	\$ (238)	\$ 1,054	\$ 551	\$ 632	\$ 3,206	\$ 1,650	\$ 885	\$ (2,107)	\$ (12,765)	\$ (6,891)
Debt service as a percentage of noncapital expenditures.....	6.0%	5.8%	6.8%	5.7%	9.0%	9.2%	8.6%	8.0%	27.9%	11.5%

TAX REVENUES BY SOURCE - GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS

September 30, 2017

CITY OF PORT ORANGE, FLORIDA

(Accrual basis of accounting)

Table V

	Fiscal Year									
	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
Ad Valorem Property Tax:										
City operating and debt service.....	\$ 12,839,236	\$ 12,077,471	\$ 11,534,899	\$ 11,432,100	\$ 11,528,507	\$ 11,871,639	\$ 12,065,637	\$ 12,296,071	\$ 14,189,613	\$ 13,229,544
Tax increment districts ⁽¹⁾	<u>306,246</u>	<u>283,110</u>	<u>267,167</u>	<u>243,250</u>	<u>257,103</u>	<u>334,192</u>	<u>400,899</u>	<u>676,536</u>	<u>833,612</u>	<u>765,886</u>
Total property tax.....	<u>\$ 13,145,482</u>	<u>\$ 12,360,581</u>	<u>\$ 11,802,066</u>	<u>\$ 11,675,350</u>	<u>\$ 11,785,610</u>	<u>\$ 12,205,831</u>	<u>\$ 12,466,536</u>	<u>\$ 12,972,607</u>	<u>\$ 15,023,225</u>	<u>\$ 13,995,430</u>
Sales and use tax.....	\$ 3,266,628	\$ 3,116,961	\$ 2,956,303	\$ 2,741,746	\$ 2,591,545	\$ 2,481,736	\$ 2,335,607	\$ 2,309,484	\$ 2,346,256	\$ 2,591,217
Franchise tax ⁽²⁾	3,230,368	3,195,761	3,256,092	3,148,545	2,917,256	2,891,121	3,164,839	3,157,449	3,409,468	3,205,491
Utility service taxes ⁽³⁾	5,332,884	5,270,749	5,153,922	5,002,092	4,599,252	4,302,065	4,387,939	4,404,865	4,000,057	3,868,132
Communications services tax.....	1,656,402	1,784,375	1,886,648	1,972,034	2,075,119	2,299,666	2,316,037	2,446,151	2,423,136	2,560,026

⁽¹⁾ Includes pro-rata share of other government tax increment reported as intergovernmental revenue in the governmental fund financial statements.

⁽²⁾ Effective in 2010, franchise taxes are reported as permits and fees in the governmental fund financial statements.

**ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN FISCAL YEARS**

September 30, 2017

CITY OF PORT ORANGE, FLORIDA

(in thousands)

Table VI

Fiscal Year Ended September 30,	Residential Property	Commercial Property	Industrial Property	Other Property	Less: Tax-Exempt Property	Total Just Value	Total Direct Tax Rate	Assessed Taxable Value	Assessed Value as a Percentage of Total Just Value
2008	5,167,936	1,063,668	139,557	859,756	1,899,637	5,331,279	4.418	3,431,642	64.37%
2009	4,609,670	1,144,669	150,242	832,732	1,863,168	4,874,145	5.021	3,010,977	61.77%
2010	3,470,025	1,036,297	130,846	596,656	1,343,777	3,890,047	5.100	2,546,270	65.46%
2011	3,073,396	850,955	99,580	502,426	1,118,101	3,408,255	5.101	2,290,154	67.19%
2012	2,986,815	839,544	111,851	482,771	1,083,012	3,337,969	5.515	2,254,957	67.55%
2013	2,923,702	838,015	117,418	469,671	1,054,530	3,294,276	5.372	2,239,747	67.99%
2014	3,011,211	867,376	116,791	486,258	1,092,756	3,388,880	5.190	2,296,124	67.75%
2015	3,359,289	967,639	130,292	542,466	1,276,462	3,723,224	4.921	2,446,762	65.72%
2016	3,727,810	1,119,879	132,782	525,124	1,450,442	4,055,152	4.827	2,604,710	64.23%
2017	4,025,371	1,253,143	138,262	555,924	1,593,475	4,379,224	4.794	2,785,749	63.61%

Source: Volusia County Property Tax Appraiser

Note: The total direct tax rate is the rate per thousand dollars of assessed taxable value

**PROPERTY TAX RATES AND TAX LEVIES-
ALL DIRECT AND OVERLAPPING GOVERNMENTS-
LAST TEN FISCAL YEARS**

September 30, 2017

CITY OF PORT ORANGE, FLORIDA

Table VII

Fiscal Year	City of Port Orange			School District	Volusia County	Florida Inland Navigation District	Volusia Hospital District	Halifax Hospital District	Ponce DeLeon Inlet and Port Authority	St. Johns River Water Management District	Mosquito Control District
	Operating	Debt Service	Total								
<u>Tax Levies</u>											
2008	13,877,561	1,282,748	15,160,309	25,624,072	16,140,180	118,392	8,579,105	7,442,477	231,636	1,426,877	612,754
2009	13,850,494	1,268,826	15,119,320	22,458,877	16,271,319	105,384	9,653,192	6,774,698	234,856	1,252,566	620,261
2010	11,712,841	1,273,644	12,986,485	19,873,636	16,230,790	87,846	9,163,261	5,729,107	238,331	1,058,739	533,851
2011	11,336,261	1,284,548	12,620,809	18,863,996	14,433,693	79,010	7,442,999	4,580,307	212,755	952,246	476,352
2012	11,162,036	1,272,923	12,434,959	18,059,080	15,183,469	77,271	7,394,525	3,919,557	208,072	742,028	465,867
2013	10,762,210	1,269,713	12,031,923	17,667,127	15,411,477	77,271	6,786,434	2,799,684	208,073	742,028	465,867
2014	10,789,717	1,127,397	11,917,114	16,952,304	16,751,632	79,486	6,771,476	2,303,928	214,034	756,380	479,217
2015	10,909,866	1,130,404	12,040,270	17,949,446	17,790,162	84,413	6,812,275	2,446,762	227,304	774,155	459,991
2016	11,439,888	1,133,049	12,572,937	18,746,098	18,938,586	83,351	6,860,806	2,487,498	241,978	787,404	489,685
2017	12,408,286	947,712	13,355,998	19,076,813	19,645,106	89,144	6,685,799	2,106,305	258,796	803,689	523,721
<u>Tax Rates per Thousand Dollars of Assessed Valuation</u>											
2008	4.04400	0.37380	4.41780	7.467	4.703	0.035	2.500	2.169	0.068	0.416	0.179
2009	4.60000	0.42140	5.02140	7.459	5.404	0.035	3.206	2.250	0.078	0.416	0.206
2010	4.60000	0.50020	5.10020	7.805	6.374	0.035	3.599	2.250	0.094	0.416	0.210
2011	4.95000	0.56090	5.51090	8.237	6.303	0.035	3.250	2.000	0.093	0.416	0.208
2012	4.95000	0.56450	5.51450	8.063	6.779	0.035	3.302	1.750	0.093	0.331	0.208
2013	4.80510	0.56690	5.37200	7.888	6.881	0.035	3.030	1.250	0.093	0.331	0.208
2014	4.69910	0.49100	5.19010	7.358	7.271	0.035	2.939	1.000	0.093	0.328	0.208
2015	4.45890	0.46200	4.92090	7.336	7.271	0.035	2.784	1.000	0.093	0.316	0.188
2016	4.39200	0.43500	4.82700	7.197	7.271	0.032	2.634	0.955	0.093	0.302	0.188
2017	4.45420	0.34020	4.79440	6.848	7.052	0.032	2.400	0.756	0.093	0.289	0.188

Source: Volusia County Property Tax Appraiser

FY2014 Levied Taxes Revised per Final Schedule on County Tax Appraiser Website

**PRINCIPAL PROPERTY TAXPAYERS
CURRENT AND NINE YEARS AGO**
September 30, 2017
CITY OF PORT ORANGE, FLORIDA

Table VIII

Taxpayer	September 30, 2017			September 30, 2008		
	Assessed Taxable Value	Rank	Percent to Total Assessed Taxable Value	Assessed Taxable Value	Rank	Percent to Total Assessed Taxable Value
Florida Power & Light Company.....	\$ 64,175,115	1	2.3%	\$ 40,762,253	1	1.2%
Port Orange Town Center LLC.....	40,696,486	2	1.5%			
Whitepalm Pt Bay LLC.....	33,969,919	3	1.2%			
Port Orange Aprt Assoc II LLC.....	32,029,328	4	1.1%			0.0%
Hawthorne Village at Port Orange.....	25,027,145	5	0.9%	25,777,544	2	0.8%
Becks Farm LTD.....	19,155,475	6	0.7%	20,050,000	3	0.6%
USF Propco I LLC.....	17,087,283	7	0.6%	15,379,987	7	
Brick Walk Assoc WOS B LLC.....	16,597,210	8	0.6%			0.0%
Walmart Stores East LP.....	16,389,988	9	0.6%	17,777,331	5	
Pierpoint Property Co LLC.....	14,175,356	10	0.5%			
Port Orange Apartment Assoc.....	-			19,894,317	4	0.6%
Intervest At Water's Edge LTD.....	-			13,210,935	9	0.4%
Bellsouth Telecommunication Inc.....	-			17,561,932	6	0.5%
Target Corporation.....	-			14,605,549	8	0.4%
Parkwood Mobilehome Park LLC.....	-			13,200,000	10	0.4%
Total taxable assessed value of the largest taxpayers.....	<u>\$ 279,303,305</u>			<u>\$ 198,219,848</u>		
Total taxable assessed value of other taxpayers.....	<u>\$ 2,506,446,273</u>			<u>\$ 3,233,422,298</u>		
Total taxable assessed value of all taxpayers.....	<u>\$ 2,785,749,578</u>			<u>\$ 3,431,642,146</u>		

Source: Volusia County Property Tax Appraiser

PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS
September 30, 2017
CITY OF PORT ORANGE, FLORIDA

Table IX

Fiscal Year Ended September 30,	Taxes Levied For Year (1)	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years (2)	Total Collections to Date	
		Amount (2)	Percent of Levy		Amount	Percent of Levy
2008	15,160,309	15,019,218	99.1%	79,921	15,099,139	99.6%
2009	15,119,319	15,013,104	99.3%	10,121	15,023,225	99.4%
2010	12,986,485	12,483,260	96.1%	39,202	12,522,462	96.4%
2011	12,620,809	12,162,874	96.4%	51,396	12,214,270	96.8%
2012	12,434,959	11,962,988	96.2%	35,594	11,998,582	96.5%
2013	12,031,923	11,603,809	96.4%	23,641	11,627,449	96.6%
2014	11,917,114	11,488,291	96.4%	34,720	11,523,011	96.7%
2015	12,040,270	11,377,953	94.5%	241,788	11,619,741	96.5%
2016	12,572,937	11,928,757	94.9%	231,859	12,160,615	96.7%
2017	13,355,998	12,680,097	94.9%	248,837	12,928,934	96.8%

Source: (1) Volusia County Property Tax Appraisers Office DR-403
(2) City of Port Orange Finance Department

**RATIOS OF OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS**

Table X

September 30, 2017

CITY OF PORT ORANGE, FLORIDA

(dollars in thousands, except for per capita)

Fiscal Year Ended September 30,	Governmental Activities			Business-Type Activities			Total Primary Government	Percent of Personal Income (a)	Per Capita
	General Obligation Bonds	Revenue Bonds & Loans	Net Premiums & (Discounts)	Revenue Bonds & Notes	SRF Loans	Net Premiums & (Discounts)			
2008	17,055	36,236	(198)	62,505	49,794	1,188	166,580	1.0215%	2,911
2009	16,640	25,515	(242)	59,235	47,618	1,325	150,090	0.9384%	2,646
2010	16,205	25,100	(229)	55,445	45,260	1,138	142,919	0.8934%	2,534
2011	15,755	24,625	(215)	51,820	37,139	958	130,082	0.7863%	2,310
2012	15,290	24,125	(202)	50,795	27,297	(2)	117,304	0.7362%	2,080
2013	14,810	23,605	(197)	46,030	26,011	(30)	110,229	0.6663%	1,932
2014	14,440	23,545	1,139	41,095	24,689	(47)	104,861	0.6126%	1,825
2015	14,055	23,160	1,118	36,100	22,972	(54)	97,351	0.5630%	1,660
2016	12,895	22,355	1,884	26,260	21,209	(52)	84,552	0.4621%	1,425
2017	12,355	21,535	1,741	26,260	18,591	(48)	80,434	0.4109%	1,349

Source: City of Port Orange Finance Department

(a) See Table XIV for personal income and population data.

**RATIOS OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS**

Table XI

September 30, 2017

CITY OF PORT ORANGE, FLORIDA

Fiscal Year Ended September 30,	Assessed Taxable Value (1)	Total General Bonded Debt	Accumulated Resources Restricted*	Net General Debt	Assessed Net General Bonded Debt	Estimated Population (2)	Net General Bonded Debt Per Capita
2008	3,431,642,146	17,055,000	-	17,055,000	0.50%	57,218	298.07
2009	3,010,976,956	16,640,000	-	16,640,000	0.55%	56,732	293.31
2010	2,546,269,833	16,205,000	-	16,205,000	0.64%	56,402	287.31
2011	2,290,153,662	15,755,000	39,595	15,715,405	0.69%	56,313	279.07
2012	2,254,956,801	15,290,000	70,476	15,219,524	0.67%	56,386	269.92
2013	2,239,747,296	14,810,000	39,355	14,770,645	0.66%	57,060	258.86
2014	2,296,124,074	14,440,000	61,902	14,378,098	0.63%	57,467	250.20
2015	2,446,761,822	14,055,000	86,352	13,968,648	0.57%	58,656	238.15
2016	2,604,710,345	12,895,000	298,900	12,596,100	0.48%	59,315	212.36
2017	2,785,749,578	12,355,000	260,279	12,094,721	0.43%	59,625	202.85

Source: (1) Volusia County Property Tax Appraiser

(2) University of Florida, Bureau of Economic and Business Research

* Accumulated resources restricted to repaying the principal of general bonded debt.

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT**Table XII**

September 30, 2017

CITY OF PORT ORANGE, FLORIDA

Governmental Unit	Net Debt Outstanding	Estimated Percent Applicable to the City of Port Orange (1)	City's Estimated Share of Overlapping Debt
Debt repaid with property taxes:			
Volusia County:			
General Obligation Bonds.....	\$ 12,525,000	9.62%	\$ 1,204,905
Other Debt:			
District School Board of Volusia County, Florida:			
State School Bonds.....	2,517,319	9.62%	242,166
Sales Tax Revenue Bonds.....	39,817,436	9.62%	3,830,437
Certificates of participation.....	256,639,890	9.62%	24,688,757
Volusia County:			
Revenue Bonds.....	90,923,658	9.62%	8,746,856
Notes Payable.....	32,687,000	9.62%	<u>3,144,489</u>
Total overlapping debt.....			41,857,610
City direct debt (2)			<u>33,890,000</u>
Total direct and overlapping debt.....			<u>\$ 75,747,610</u>

Source: City of Port Orange, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2017.

(1) Percentage applicable to City was determined by taking the City's assessed taxable value and dividing it by

Volusia County's assessed taxable value for tax year 2016.

(2) The City's direct debt amount, including net premiums, would be 35,630,764.

**PLEDGED REVENUE COVERAGE
LAST TEN FISCAL YEARS**

September 30, 2017

CITY OF PORT ORANGE, FLORIDA

Table XIII

Fiscal Year Ended	Gross Revenues	Less: Operating Expenses	Net Available Revenues	Debt Service		Coverage
				Principal	Interest	
<u>Water and Sewer Bonds</u>						
2008	26,678,718	12,639,141	14,039,577	2,835,000	2,316,416	2.73
2009	25,770,420	13,026,280	12,744,140	2,935,000	2,507,446	2.34
2010	25,516,718	12,056,424	13,460,294	3,245,000	1,789,355	2.67
2011	24,577,314	12,601,401	11,975,913	2,860,000	1,795,317	2.57
2012	25,099,244	12,280,134	12,819,110	2,940,000	1,719,650	2.75
2013	23,860,970	13,054,981	10,805,989	3,940,000	661,776	2.35
2014	25,182,564	14,116,531	11,066,033	4,085,000	688,303	2.32
2015	26,030,902	14,067,671	11,963,231	4,115,000	578,419	2.55
2016	27,140,395	13,991,595	13,148,800	5,115,000	476,645	2.35
2017	27,486,455	13,884,287	13,602,168	3,510,000	382,624	3.49
<u>Stormwater Utility Revenue Bonds</u>						
2008	3,480,389	1,666,722	1,813,667	660,000	562,464	1.48
2009	3,510,077	1,629,395	1,880,682	675,000	526,102	1.57
2010	3,658,919	1,978,096	1,680,823	545,000	471,272	1.65
2011	3,738,482	1,898,995	1,839,487	765,000	448,948	1.52
2012	3,716,097	1,508,220	2,207,877	790,000	421,881	1.82
2013	3,801,857	1,467,244	2,334,613	825,000	333,897	2.01
2014	3,805,758	1,493,264	2,312,494	850,000	312,103	1.99
2015	3,860,474	1,556,459	2,304,015	880,000	289,338	1.97
2016	3,884,177	1,489,091	2,395,086	595,000	271,281	2.76
2017	3,923,863	1,723,534	2,200,329	620,000	258,124	2.51

Note: Water and Sewer gross revenues include operating revenue of the system and interest earnings. Interest earnings from construction funds are excluded. Operating expenses do not include depreciation expense. Stormwater Utility revenue bonds are supported by drainage fees charged. Additional details regarding revenues and expenses can be found in the fund financial statements or the combining schedules of this comprehensive annual financial report.

DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS
September 30, 2017
CITY OF PORT ORANGE, FLORIDA

Table XIV

Fiscal Year Ended September 30,	City of Port Orange Population(a)	City of Port Orange School Enrollment (b)	City of Port Orange Unemployment Rate (c)	Volusia Personal Income (d) (in thousands)	Volusia Per Capita Personal Income (e)
2007	56,850	10,656	3.2	16,126,228	32,332
2008	57,218	10,445	5.3	16,307,391	32,789
2009	56,732	10,382	8.1	15,994,714	32,255
2010	56,048	10,212	9.3	15,996,620	32,339
2011	56,313	10,130	8.6	16,544,186	33,436
2012	56,529	10,090	7.2	15,933,933	32,203
2013	56,386	9,853	6.5	16,544,186	33,299
2014	57,467	9,930	5.1	17,117,508	34,305
2015	58,656	10,149	4.7	17,292,604	34,321
2016	59,315	10,182	4.3	18,297,539	35,364
2017	59,625	10,368	3.8	19,577,196	37,404

Sources:

- (a) University of Florida, Bureau of Economic and Business Research
- (b) Volusia County School Board
- (c) U.S. Department of Labor, Bureau of Labor Statistics, Local Area Unemployment Statistics Program,
in cooperation with the Florida Department of Economic Opportunity, Bureau of Labor Market Statistics
- (d) United States Department of Commerce, Bureau of Economic and Business Research (2006-2011);
Florida Research & Economic Database (2012-2017) via Volusia County School Board FY17 CAFR
- (e) Calculated by dividing Personal Income by the Population

PRINCIPAL EMPLOYERS

September 30, 2017

CITY OF PORT ORANGE, FLORIDA

Table XV

Employer	September 30, 2017		
	Total Employees	Rank	Percent to Total City Employment
Volusia County Public Schools	844	1	3.05%
U.S. Foods	530	2	1.91%
City of Port Orange	476	3	1.72%
Walmart	450	4	1.63%
Publix Supermarkets	415	5	1.50%
Raydon	300	6	1.08%
Halifax Health	250	7	0.90%
Lowe's Home Improvement	240	8	0.87%
Target Super Store	140	9	0.51%
Palmer Chiropractic College	123	10	0.44%

Source: Team Volusia, the Volusia/Flagler Business Book 2018, COPO staff research

Total City Employment from Volusia County Economic Development Q4 Report - October 2015

Top Employers in Port Orange, Florida - Historical														
Employer	2017		2016		2015		2014		2013		2012		2011	
	#	Rank	#	Rank	#	Rank	#	Rank	#	Rank	#	Rank	#	Rank
Volusia County Public Schools	844	1	844	1										
Florida Health Care					1,200	1	1,200	1	1,200	1				
U.S. Foods	530	2	530	2	206	8	206	8	206	7	200	10	530	1
City of Port Orange	476	3	433	4									385	3
Walmart	450	4	485	3	503	2	503	2	683	2	495	1	495	2
Publix Supermarkets	415	5	415	5	380	4	380	4	380	4	380	2	380	4
Raydon	300	6	250	6	215	6	215	6					300	7
Spruce Creek High School					280	5	280	5	280	5	280	5	280	8
Halifax Health	250	7	239	7	400	3	400	3	400	3	350	3	350	5
Lowe's Home Improvement	240	8	156	8										
Dollar General					206	7	206	7	206	6				
First Data Merchant Svc.											212	6		
Halifax Medical Center											200	8	250	9
Atlantic High School					200	9	200	9	200	8	200	7	200	10
Racings North Turn											200	9		
Ferran Serv. & Contracting					200	10	200	10	200	10				
Christian Drug Rehab & Detox									200	9				
Target Super Store	140	9	140	9							305	4	305	6
Palmer Chiropractic College	123	10	122	10										

2016-2017 Source: Team Volusia, the Volusia/Flagler Business Book 2017, COPO staff research

2015-2011 Source: InfoGroup Employer Database 2015 - 2012 ed. 1

Employment data was collected by industry prior to fiscal year 2011

FULL-TIME EQUIVALENT GOVERNMENT EMPLOYEES BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
September 30, 2017
CITY OF PORT ORANGE, FLORIDA

Table XVI

	Full-Time Equivalent Employees at September 30, 2017									
	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
General Government:										
Management.....	11.50	11.78	11.00	11.20	11.20	10.20	11.20	12.10	12.80	13.80
Finance.....	15.50	13.77	11.50	9.85	7.45	7.45	7.45	8.70	8.70	8.70
Human Resources.....	4.00	3.00	3.00	3.10	4.00	4.00	4.00	3.00	3.00	3.00
Community Development.....	30.30	27.17	25.67	23.67	22.67	22.67	24.27	25.27	29.30	34.17
Other.....	31.46	29.16	28.36	28.31	28.06	27.18	28.18	28.78	28.36	30.08
Police:										
Officers and civilians.....	110.88	108.79	108.54	104.74	105.00	100.53	104.58	104.20	107.20	106.80
Fire:										
Firefighters, officers and civilians.....	59.50	59.50	58.00	58.00	59.96	58.00	62.00	62.00	66.00	68.00
Solid Waste.....	3.30	3.30	3.30	3.35	3.20	3.20	3.20	3.20	3.20	3.20
Stormwater.....	16.70	16.70	16.70	14.75	14.60	14.60	14.60	14.60	15.60	14.68
Public works-Transportation.....	19.50	18.50	16.50	15.50	15.50	15.50	15.50	17.50	21.50	21.88
Parks and recreation.....	45.81	40.41	33.77	30.19	28.29	28.83	30.10	33.50	34.00	34.06
Water & Sewer *.....	100.71	100.58	101.08	96.63	92.93	91.23	91.23	92.73	95.23	-
Water.....	-	-	-	-	-	-	-	-	-	71.73
Sewer.....	-	-	-	-	-	-	-	-	-	24.00
Total.....	449.16	432.66	417.42	399.29	392.86	383.39	396.31	405.58	424.89	434.10

*Reorganization in FY2009.
Source: City Finance Department

OPERATING INDICATORS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS
September 30, 2017
CITY OF PORT ORANGE, FLORIDA

Table XVII

	Fiscal Year									
	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
Police:										
Arrests.....	1,870	1,799	1,787	2,239	2,058	1,963	1,925	1,929	2,927	2,920
Traffic violations.....	7,377	7,927	7,848	7,342	8,007	6,376	4,342	4,195	7,540	7,124
Fire:										
Emergency responses.....	9,421	9,076	8,100	7,200	7,053	7,461	7,624	7,768	7,596	7,614
Fires extinguished.....	143	140	96	93	93	126	100	155	146	159
Inspections/system tests.....	132	577	561	632	504	547	529	574	675	632
Solid Waste:										
Refuse collected (tons per day).....	125.4	118.8	121.8	110.8	109.6	109.1	110.8	109.5	120.5	118.7
Recyclables collected (tons per day).....	7.1	8.2	8.2	8.3	8.6	8.1	8.9	8.9	9.0	9.5
Number of Customers:										
Residential.....	24,590	23,515	23,386	23,275	23,058	22,960	22,557	22,485	22,362	22,180
Commercial.....	836	889	891	873	873	890	1,161	1,142	1,103	1,099
Public works-Transportation										
Street resurfacing (miles).....	7.0	6.5	7.0	7.0	-	10.0	9.0	9.9	9.5	11.0
Parks and recreation										
Number of athletic sign-ups.....	3,215	3,100	3,043	2,811	2,400	2,874	2,005	2,950	2,800	2,750
Water:										
Potable Water Produced (MGD AADF).....	5.830	5.954	5.948	5.847	6.135	6.135	6.031	5.523	5.990	5.905
Number of customers:										
Inside.....	25,284	25,102	25,014	24,886	24,685	24,552	24,397	24,306	24,215	24,137
Outside.....	2,273	2,268	2,265	2,262	2,252	2,256	2,251	2,250	2,246	2,244
Residential.....	25,933	25,743	25,652	25,540	25,346	25,225	25,080	25,001	24,904	24,836
Commercial.....	1,624	1,627	1,627	1,600	1,591	1,583	1,568	1,555	1,557	1,545
Sewer:										
Wastewater Treated (MGD AADF).....	5.734	5.627	5.942	6.334	6.213	5.958	5.631	5.503	5.650	5.371
Number of customers:										
Inside.....	24,462	24,244	24,099	23,969	23,745	23,637	23,490	23,402	23,232	23,090
Outside.....	793	784	781	781	775	777	769	768	765	760
Residential.....	24,010	23,799	23,662	23,548	23,335	23,231	23,097	23,020	22,885	22,757
Commercial.....	1,245	1,229	1,218	1,202	1,185	1,183	1,162	1,150	1,112	1,093

MGD AADF = million gallons per day average annual daily flow

*Traffic violations = State citations, parking citations, written warnings & DUI citations

Source: City Finance Department and Department Activity Reports

**CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM
LAST TEN FISCAL YEARS**

September 30, 2017

CITY OF PORT ORANGE, FLORIDA

Table XVIII

	Fiscal Year									
	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
Police:										
Stations.....	1	1	1	1	1	1	1	1	1	1
Patrol Vehicles and other Fleet.....	-	-	-	-	98	98	98	98	98	101
*Vehicles.....	107	105	102	101	-	-	-	-	-	-
*Motorcycles.....	9	7	7	6	-	-	-	-	-	-
*Trailers.....	3	3	6	6	-	-	-	-	-	-
*Boat/Marine Unit.....	1	1	1	1	-	-	-	-	-	-
Fire stations.....	5	5	5	5	5	5	5	5	5	4
Solid waste:										
Collection trucks (contracted).....	-	-	-	-	-	-	-	-	-	-
Public works-Transportation:										
Paved roads (miles).....	320	319	319	317	317	316	316	315	314	314
Streetlights.....	3,650	3,300	3,300	3,300	3,300	3,535	3,263	3,263	4,000	4,000
Traffic control devices.....	22	22	20	20		13	14	12	12	12
Parks and recreation:										
Acreage.....	485	485	485	491	485	485	485	485	505	505
Playgrounds.....	10	10	10	9	10	10	10	10	10	10
Community centers.....	-	-	-	-	4	4	4	4	3	3
Baseball/softball diamonds.....	-	-	-	-	12	12	12	12	8	8
Soccer/football fields.....	-	-	-	-	3/1	3/1	3/1	6	7	7
*Athletic Fields.....	21	24	26	26	-	-	-	-	-	-
*Adult Activity Centers.....	3	3	3	2	-	-	-	-	-	-
*Boardwalks / Fishing Piers.....	9	10	10	10	-	-	-	-	-	-
*Boat Ramps.....	6	6	6	6	-	-	-	-	-	-
*Golf Courses.....	1	1	1	1	-	-	-	-	-	-
*Gymnasiums.....	2	2	2	2	-	-	-	-	-	-
*Tennis Courts.....	18	18	18	18	-	-	-	-	-	-
Water:										
Potable Water mains (miles).....	434	431	431	427	427	374	408	406	403	402
Fire hydrants.....	2,999	2,897	2,887	2,786	2,773	2,755	2,721	2,762	2,719	2,743
Storage capacity (mgd).....	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5	5.5
Sewer:										
Sanitary sewer force mains (miles).....	72	72	72	71	71	68	71	71	71	71
Gravity sewer mains (miles).....	282	279	279	277	277	244	267	265	263	262
Treatment capacity (mgd).....	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0

*Sewer treatment capacity restated as millions of gallons per day (mgd).

*Patrol Vehicles and Other Fleet restated beginning in 2014.

Source: City Finance Department and Department Reports

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT
AUDITING STANDARDS**

To the Honorable Mayor, City Council, and City Manager,
City of Port Orange, Florida:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Port Orange, Florida (the City), as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated March 28, 2018.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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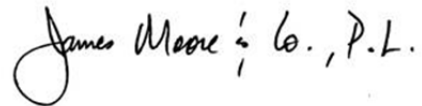
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Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Daytona Beach, Florida
March 28, 2018

**INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED
BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA
OFFICE OF THE AUDITOR GENERAL**

To the Honorable Mayor, City Council, and City Manager,
City of Port Orange, Florida:

Report on the Financial Statements

We have audited the basic financial statements of City of Port Orange, Florida (the City), as of and for the fiscal year ended September 30, 2017, and have issued our report thereon dated March 28, 2018.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 28, 2018, should be considered in conjunction with this management letter.

In addition, separate audits were performed on the Agreement for Golf Course Management Services at Cypress Head, which is included in the Golf Course fund, as well as the City of Port Orange General Employees Defined Benefit Pension Plan and the City of Port Orange Police Pension Plan. Management comments in those reports should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No repeat findings exist from the second preceding audit. The following is a summary of prior year recommendations:

2016-001 Capital Asset Inventory – Corrective action not yet taken. See repeat comment 2017-001.

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Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority for the primary government and component units of the reporting entity is disclosed in Note 1 of the basic financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the City, did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we had the following recommendation:

2017-001 Capital Asset Inventory (Repeat Comment)—A physical inventory of fixed assets has not been performed in recent years. We recommend the City complete an inventory verification of fixed assets to ensure the assets recorded represent the assets in service. After also noting during the 2016 audit that the City sold a parcel of land in the current year which was donated to the City in fiscal year 2004, but not recorded as a capital asset at that time, we also recommend the City perform a reconciliation of land per the City's books to City-owned land per the property appraiser to ensure all land assets are appropriately recorded in the City's financial statements.

2017-002 Cutoff of Expenditure Transactions—During our audit, we noted one transaction totaling approximately \$64,000 in the self-insurance fund for services provided in fiscal year 2017 but not paid until fiscal year 2018 that was not included in accounts payable. While the transaction was properly approved, it was not recorded in the fiscal year in which the expense was incurred, resulting in adjustment to record the related payable and expense. We recommend the City continue to review transactions around year-end to ensure they are properly included or excluded from the fiscal year, and consider the need for a supplemental review of subsequent activity beyond the initial identification of the reporting period when a respective transaction is approved.

Annual Financial Report

Sections 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and communicate the results of our determination as to whether the annual financial report for the City for the fiscal year ended September 30, 2017, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2017. In connection with our audit, we determined that these two reports were in agreement.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

2017-003 Expenditures in Excess of Appropriations—We noted the City’s general fund had expenditures in a certain department in excess of the approved budget. We recommend the City ensure all budget amendments are properly tracked and approved at the department level and for any final adjustments to be approved within 60 days of year-end to maintain budgetary compliance.

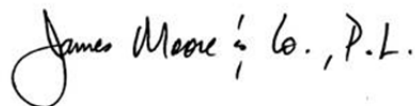
City of Port Orange, Florida’s Response to Findings

The City’s responses to the findings identified in our audit are outlined as listed in the table of contents. The City’s response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, City Council, management, others within the City, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Daytona Beach, Florida
March 28, 2018

A handwritten signature in black ink that reads "James Moore, Jr., P.L." The signature is written in a cursive style with a large, looped initial 'J'.

INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT

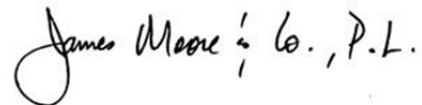
To the Honorable Mayor, City Council, and City Manager,
City of Port Orange, Florida:

We have examined the City of Port Orange, Florida's (the City) compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2017. Management is responsible for the City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied with Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2017, in all material respects. An examination involves performing procedures to obtain evidence about the City's compliance with those requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of risks of material noncompliance with those requirements, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

In our opinion, the City of Port Orange, Florida complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2017.

Daytona Beach, Florida
March 28, 2018



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AUDITEE'S RESPONSE TO:
Independent Auditors' Management Letter
March 28, 2018

The Independent Auditors' Management Letter of the Comprehensive Annual Financial Report provided comments and recommendations for improved financial management accounting procedures. The following is Management's response. The Auditors' comment numbers and descriptions are included as reference.

2017-001 Capital Asset Inventory

Capital asset controls in place by the City are effectively designed to ensure that all current capital transactions are properly recorded in the City's accounting records. The City is taking a multi-phased approach to addressing past transactions with the initial emphasis on recording disposals, followed by a physical inventory anticipated in 2018. In addition, the City is restructuring its land file database to allow for integration with the Volusia County Property Appraiser, which will ensure any future land donations are properly recorded in the accounting records.

2017-002 Cutoff of Expenditure Transactions

The City agrees with this comment and will increase year-end review procedures to ensure all expenditures are recorded in the proper fiscal year.

2017-003 Expenditures in Excess of Appropriations

The City agrees with the comment and will increase year-end review procedures to ensure sufficient final budgetary authority at the department level is requested and approved within the 60-day period.