



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MAY 1, 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 Tom Finken of Victorious Life Church
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. April 17, 2018 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Approval of Change Order No 1 to the Standard Contract for Services (CA6390) to Sanders Company, Inc.
 - b. Approval of 1-year Extension to the Phasing Agreement for First United Methodist Church of Port Orange - 305 Dunlawton Avenue
 - c. Approval of Change Order No. 2 to Piggyback Agreement (CA6019) for Annual Paving Program FY17 to Halifax Paving
 - d. Reject all bids for ITB 18-15 - Hunt Club Lease
8. Resolution No. 18-9 - Parks and Recreation Fees
9. Concurrency and Fair-Share Agreement for Acorn Mini Storage Site Plan - Case No. 17-80000017

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

D. COUNCIL COMMENTS

10. Comments/Concerns from Council Members

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

11. Report from KemperSports on the Cypress Head Golf

12. Presentation of Actuarial Report for General Employees Pension Plan

13. ERP Project Update

14. Monthly Financial Report

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

15. Environmental Advisory Board - One Removal/Two Appointments

16. Charter Review Board Appointments

G. TABLED ITEMS

17. Contract Discussions for Charter Officers (Tabled on April 17, 2018)

H. PUBLIC HEARING

18. Second Reading Ordinance No. 2018-5 - LDC Text Amendment/PC-A Zoning District (Case No. 18-25000002)

19. Second Reading - Ordinance 2018-6 - LDC Text Amendment/Chapter 17, Section 1 (Case No. 18-25000003)

20. Second Reading - Ordinance No. 2018-7 - First Amendment to the Restated First Amendment Master Development Agreement Nova Depot Planned Commercial Development and Conceptual Development Plan, Case No. 18-40000001

21. Second Reading - Ordinance No. 2018-9 - Local Communications Services Tax

22. First Reading - Ordinance No. 2018-10 - Angler's Cove Small-Scale Comprehensive Plan Amendment (Case No. 18-20000001)

23. First Reading - Ordinance No. 2018-11 – PUD Rezoning and Angler's Cove Master Development Agreement and Conceptual Development Plan (Case No. 18-65000001)

I. REGULAR AGENDA

24. Event Waiver request Food Truck Wars

25. Approval of Extension to the Standard Contract for Services (CA5316) with Yellowstone-Southeast, LLC

26. First Reading - Ordinance No. 2018-12 - Repealing the Library Advisory Board Ordinance No. 1996-29

J. COMMENTS

27. City Attorney Comments

28. City Manager Comments

K. COUNCIL COMMITTEE REPORTS

29. City Council Committee Reports

a. River to Sea TPO

b. General Employees' Pension Plan

c. First Step Shelter

L. ADJOURNMENT

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FL
APRIL 17, 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

Silent 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

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

There were no changes requested by Council.

6. Approval of Minutes

- a. April 3, 2018 - Regular City Council Meeting
- b. April 10, 2018 - City Council Workshop

7. Bid Awards and Contract Items

- a. Approval of One Year Extension of Contract with Clear Waters Long Leaf Forest for Land Management Services
- b. Approval for Renewal of Employee Health Insurance (RFP 18-12) with Florida Health Care Plans
- c. Approval of the Sixth Amendment Closest Unit Response (East Volusia Municipalities) Agreement
- d. Award of ITB #18-16 to Trident Surfacing Inc. for Gym Floor Resurfacing
- e. Intent to Award ITB18-21- DG Meyer, Inc. - Police Department removal and replacement of chillers (ratification)

8. Approval of Amendment to CDBG FY 2017 Annual Plan

9. Resolution No. 18-7 - City Attorney's Office Representation of Code Enforcement

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

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

There were none on non-agenda items.

COUNCIL COMMENTS

10. Comments/Concerns from Council Members

Vice Mayor Stiltner discussed issues with aggressive solicitors and garbage and debris (i.e.: carts) being left on private property. He has talked with the City Manager on how to help the property owners clean up these issues. Councilman Tramont agreed and suggested a review of St. Augustine's new law. Vice Mayor Stiltner congratulated Jenny Enslin on running in the Boston Marathon.

Mayor Burnette announced upcoming events: Jazz Festival at City Center this weekend, Earth Day on Sunday at Riverwalk, and Riverfest at Riverwalk on May 4, 2018. Florida Planning and Zoning Association presented the City of Port Orange with the Sustainability Award for Riverwalk Park. He also mentioned this Friday is Student Government Day at City Hall.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

11. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided details from the February 2018 reports. Mayor Burnette asked them to look into the inventory at the pro shop.

12. Actuarial Report from Patrick Donlan for the Fire Pension Plan

Patrick Donlan, Actuary, presented details from his 2017 report.

13. Actuarial Report from Chad Little for the Police Pension Plan

Chad Little, Actuary, presented details from his 2017 report.

14. Citizen Advisory Committee for TPO

Bobby Ball, CAC Member, provided details from the most recent meeting.

PUBLIC HEARING

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

Mayor Burnette read Ordinance No. 2018-4.

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.

Motion to adopt Ordinance No. 2018-4 was made by Councilman Bastian, and Seconded by Vice Mayor Stiltner. Motion carried unanimously by roll call vote.

16. Special Exception to allow off-site parking at 708 Orange Avenue for an office at 301 Dunlawton Avenue (Case No.18-70000001)

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

Penelope Cruz, Planner, provided details of the request. Staff recommended approval subject to installation of the sidewalk.

Motion carried unanimously by roll call vote.

17. First Reading Ordinance No. 2018-5 - LDC Text Amendment/PC-A Zoning District (Case No. 18-25000002)

Mayor Burnette read Ordinance No. 2018-5.

ORDINANCE NO. 2018-5

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 17, SECTION 29 TO INCREASE THE PERCENTAGE OF THE PLANNED COMMUNITY-AGRICULTURE (PC-A) WORKPLACE DISTRICT ALLOWED TO BE DEVELOPED AS MULTI-FAMILY; TO AMEND THE REAR BUFFER REQUIREMENT TO INCLUDE LANGUAGE THAT IF A LANDSCAPE BUFFER PROVIDED IS 50 FOOT WIDE OR GREATER THEN A BERM AND OPAQUE FENCE IS NOT REQUIRED; AND TO REDUCE THE MINIMUM LIVING AREA REQUIREMENT FOR A MULTI-FAMILY DWELLING; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-5 was made by Councilman Bastian, and Seconded by Vice Mayor Stiltner.

Ms. Cruz discussed the background of the zoning and amendments thereof, as well as the LDC Amendment being requested. The site plan has not been submitted yet but is planned upon approval of this item. The site plan review will go through the regular process.

Rob Merrill, Attorney for Applicant, highlighted the changes within Port Orange which have changed the climate and necessitated this amendment.

Chris Moore, Continental Properties, discussed the company and project being proposed.

Council asked questions and made comments regarding the target market, pricing, buffering, traffic concerns, and impact of commercial vs. residential.

Public comments were heard. Citizens are concerned about the height of the fence around the property, added traffic, too much growth too fast, infrastructure, and public safety.

Jack McVaugh, citizen, addressed Council in support of the project. He asked that the fence height be addressed (6 foot is being requested). He also asked that mature vegetation be added to the buffer.

Motion carried unanimously by roll call vote.

Council recessed at 8:39 p.m. and reconvened at 8:53 p.m.

18. First Reading - Ordinance 2018-6 - LDC Text Amendment/Chapter 17, Section 1 (Case No. 18-25000003)

Mayor Burnette read Ordinance No. 2018-6.

ORDINANCE NO. 2018-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 17, SECTION 1 TO CODIFY THE CITY'S POLICY FOR INTERIM AGRICULTURE USES ON PROPERTIES REZONED TO A NON-AGRICULTURE ZONING DISTRICT FOR FUTURE DEVELOPMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-6
was made by Councilman Bastian, and
Seconded by Vice Mayor Stiltner.

Ms. Cruz explained the historical policy and the need to codify that policy and to be more transparent.

Councilman Ford has an issue with this policy as it transfers the tax burden onto others. He believes the property owners should pay the full tax bill unless it is a real farm.

Mayor Burnette is concerned with property owners who buy agricultural property to develop it and it doesn't get approved for development, the property then remains agricultural and is taxed accordingly.

Dwight Durrant, Zev Cohen, explained the difference between agricultural zoning vs. agricultural exemption taxes.

Motion passed 5-1 by roll call vote with
Councilman Ford voting no.

19. First Reading - Ordinance No. 2018-7 - First Amendment to the Restated First Amendment Master Development Agreement Nova Depot Planned Commercial Development and Conceptual Development Plan, Case No. 18-40000001

Mayor Burnette read Ordinance No. 2018-7.

ORDINANCE NO. 2018-7

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

Motion to adopt Ordinance No. 2018-7
was made by Councilman Bastian, and
Seconded by Vice Mayor Stiltner.

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

Michael Woods, Cobb, Cole, PA, explained the plans for the project.

Motion carried unanimously by roll call
vote.

20. Resolution No. 18-8, Transmittal of 18-1 Comprehensive Plan
Amendments/Williamson Boulevard-Willow Run Boulevard Site (Case No.
18-20000002)

Mayor Burnette read Ordinance No. 18-8.

RESOLUTION NO. 18-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ACCEPTING PROPOSED AMENDMENTS TO THE CITY OF PORT ORANGE COMPREHENSIVE PLAN AND AUTHORIZING SUBMITTAL TO THE STATE LAND PLANNING AND OTHER AGENCIES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-8 was
made by Councilman Bastian, and
Seconded by Vice Mayor Stiltner.

Mr. Burman explained the details of this Resolution and Mr. Durrant and Sans Lassiter, Traffic Engineer, discussed the project.

Motion carried 4-1 with Councilman
Bastian, Mayor Burnette, Councilman

Ford, and Vice Mayor Stiltner voting yes
and Councilman Tramont voting no.

21. First Reading - Ordinance No. 2018-8 – Administrative Rezoning/Williamson Boulevard-Willow Run Boulevard Site, Case No. 18-60000001

Mayor Burnette read Ordinance No. 2018-8.

ORDINANCE NO. 2018-8

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +34.5 ACRES FROM PLANNED UNIT DEVELOPMENT (PUD) TO MIXED-USE CENTER (MXC) AND +5 ACRES FROM PLANNED UNIT DEVELOPMENT (PUD) TO COMMUNITY COMMERCIAL (CC) LOCATED AT THE SOUTH SIDE OF WILLOW RUN BOULEVARD, EAST OF WILLIAMSON BOULEVARD; AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-8
was made by Councilman Bastian, and
Seconded by Vice Mayor Stiltner.
Motion carried 4-1 by roll call vote with
Councilman Tramont voting no.

REGULAR AGENDA

22. First Reading - Ordinance No. 2018-9 - Local Communications Services Tax

Mayor Burnette read Ordinance No. 2018-9.

ORDINANCE NO. 2018-9

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 66 RELATING TO TAXATION BY REPEALING AND REPLACING SECTION 66-2 RELATING TO PUBLIC SERVICE TAX ON TELECOMMUNICATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-9
was made by Councilman Bastian, and

Seconded by Councilman Tramont.

Margaret Roberts, City Attorney, explained the need for the changes to bring the City's Code up to date with State Statute.

Motion carried unanimously by roll call vote.

23. Contract Discussions for Charter Officers

Mayor Burnette asked Council to discuss wage adjustments for the City Attorney and City Manager.

Ms. Roberts thanked Council for their support and the funding resources for her department.

Discussion was held regarding raises given for the City Manager and the City Attorney. Mayor Burnette asked for further information.

Motion to table the discussion for the City Attorney's wage adjustment until May 1, 2018 was made by Councilman Ford, and Seconded by Councilman Tramont. Motion passed 4-1 by roll call vote with Vice Mayor Stiltner voting no.

Council discussed wage adjustments for the City Manager beginning October 1, 2018 because it was not budgeted this year. The average increase for all employees was 3.64% this year. Council discussed matching that for the City Manager.

Motion to table the City Manager's wage adjustment discussion until May 1, 2018 was made by Vice Mayor Stiltner, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

COMMENTS

24. City Attorney Comments

There was nothing further.

25. City Manager Comments

Alan Rosen, Assistant City Manager, discussed the Cambridge Canal project. The project came in under budget and was completed early. He asked Council for a motion

Regular City Council Meeting

April 17, 2018

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to approve the deductive change order so the contractor can be paid in a timely manner. Council doesn't want this to be a standard procedure. They want the items on the agenda.

Motion to approve was made by Councilman Ford, and Seconded by Vice Mayor Stiltner. Motion carried unanimously by roll call vote.

COUNCIL COMMITTEE REPORTS

26. City Council Committee Reports

- a. ArtHaus - Councilman Ford reported on the upcoming events.
- b. Port Orange/South Daytona Chamber of Commerce - Mayor Burnette reported on the upcoming events.

ADJOURNMENT – 10:11 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: Yes

SUBJECT: (B7a) Approval of Change Order No 1 to the Standard Contract for Services (CA6390) to Sanders Company, Inc.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No 1 to the Standard Contract for Services with Sanders Company, Inc., in the amount of \$150,000 for a revised contract amount of \$200,000; and to authorize the Mayor and City Clerk execute all required documents.

SUMMARY: The City currently has over 100 Smith & Loveless lift stations installed in the sewer collection system. Smith & Loveless brand equipment is required in our standards of design for all lift station installation. When replacement of Smith & Loveless products is required, they are replaced with OEM parts manufactured by Smith & Loveless.

The Public Utilities Department recommends approving Change Order No 1 to the Standard Contract for Services with Sanders Company, Inc., in the amount of \$150,000 for a revised contract amount of \$200,000; and to authorize the Mayor and City Clerk execute all required documents.

Sanders Company, Inc. is the exclusive OEM municipal representative for Smith & Loveless parts and equipment for Water and Wastewater Treatment equipment in the State of Florida.

The Public Works & Utilities Department is requesting approval of Change Order No 1 to Standard Contract for Services(CA6390) in the amount of \$150,000 for a revised contract amount of \$200,000. This change order is needed to provide spending authority to complete the CIP approved lift station replacements.

Project No.: MME003
SLS002

Funding Account No.: 403 0400 535 6497
403 0400 535 6397

ATTACHMENTS:

1.	Public Utilities Department - Sanders Company - CO No 1	Public Utilities Department - Sanders Company - CO No 1.pdf
2.	Sanders Company Inc, - CO 1	Sanders Company Inc, - CO 1.pdf

Julia Wiggins	Created/Initiated - 04/19/2018
Julia Wiggins	Approved - 04/19/2018
Lynn Stevens	Approved - 04/19/2018
Tracey Riehm	Approved - 04/23/2018
Margaret Roberts	Approved - 04/23/2018
Jake Johansson	Approved - 04/23/2018
Robin Fenwick	Final Approval - 04/23/2018



City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson, City Manager

THRU: Tracey Riehm, Finance Director
James Tillman, Purchasing Manager

THRU: Lynn Stevens, Public Works & Utilities Director

FROM: Julia Wiggins, Public Works & Utilities Budget Analyst

DATE: April 18, 2018

SUBJECT: Sanders Company, Inc. (CA6390) – Change Order No 1

REQUEST:

The Public Utilities Department is requesting Council to approve Change Order No 1 to the Standard Contract for Services (CA6390) with Sanders Company, Inc.

PURPOSE:

To maintain operations of the wastewater collection system, lift stations and treatment in compliance with state permit.

CONSIDERATION:

The City currently has over 100 Smith & Loveless lift stations installed in the sewer collection system. Smith & Loveless brand equipment is required in our standards of design for all lift station installation. When replacement of Smith & Loveless products is required, they are replaced with OEM parts manufactured by Smith & Loveless.

Sanders Company, Inc. is the exclusive OEM municipal representative for Smith & Loveless parts and equipment for Water and Wastewater Treatment equipment in the State of Florida.

The Public Works & Utilities Department is requesting approval of Change Order No 1 to Standard Contract for Services(CA6390) in the amount of \$150,000 for a revised contract amount of \$200,000. This change order is needed to provide spending authority to complete the CIP approved lift station replacements.

FUNDING:

Telemetry (WRF) CIP Project #MME003

403 0400 535 6497

Budget: \$225,771

Actual: \$50,000

Lift Station R&R CIP Project #SLS002

403 0400 535 6397

Budget \$452,800

Actual: \$150,000

RECOMMENDATION:

The Public Utilities Department recommends approving Change Order No 1 to the Standard Contract for Services with Sanders Company, Inc., in the amount of \$150,000 for a revised contract amount of \$200,000; and to authorize the Mayor and City Clerk execute all required documents.

ANTICIPATED SCHEDULE:

- a.) Council Approval – 5/1/18

ATTACHMENTS:

- a.) Sanders Company, Inc. - Standard Contract for Services
- b.) Change Order No 1 draft

CHANGE ORDER NO. 1
To the Standard Contract for Services, dated January 4, 2018
SANDERS COMPANY, INC., Contractor

Project: Smith & Loveless parts and equipment for the Water and Wastewater Treatment Plants

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$50,000	Original Contract Times Substantial Completion: ____ days Final Completion 269 days (September 30, 2018 With renewal options thru 9/30/23)
Net changes from previous Change Order: No. __: \$ \$0	Changes in contract time from previous Change Orders: No. __: ____ days 0 days
Contract Price prior to this Change Order: \$50,000	Contract Completion Date prior to this Change Order: Final Completion: September 30, 2018
Net Increase (decrease) of this Change Order No. 1 : \$150,000	Changes in contract time requested this Change Order No. __: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$200,000	Contract Times with all approved Change Orders: Final Completion: September 30, 2018 (With renewal options thru 9/30/23)

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Standard Contract for Services entered into by and between the parties on January 4, 2018.
- II. REQUIRED CHANGES: To provide for the purchase of various Smith & Loveless parts and equipment for the Water and Wastewater Treatment Plants. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: The Public Works & Utilities Department is requesting approval of Change Order No 1 to Standard Contract for Services(CA6390) in the amount of \$150,000 for a revised contract amount of \$200,000. This change order is needed to provide spending authority to complete the CIP approved lift station replacements.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit up to but not to exceed \$150,000; for a revised contract amount of \$200,000. 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:
STEVE PARNELL, WRF MANAGER
Department Project Manager

ACCEPTED BY:
SANDERS COMPANY, INC.
Contractor

By: _____
Steve Parnell, WRF Manager

By: _____
David F. Sanders, President

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

By: _____
M.H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: Yes

SUBJECT: (B7b) Approval of 1-year Extension to the Phasing Agreement for First United Methodist Church of Port Orange - 305 Dunlawton Avenue

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life; 4 - Economic Development

RECOMMENDED MOTION: Move to approve the Amended Phasing Agreement for the First United Methodist Church of Port Orange.

SUMMARY: The First United Methodist Church of Port Orange has requested that their 2015 Phasing Agreement be extended for an additional year to provide additional time to construct a 4'-wide sidewalk on the west side of the Lafayette Street right-of-way. According to the Church, this will allow the sidewalk to be built concurrent with and in partnership with the sidewalk being constructed as part of the site improvements to 301 Dunlawton Avenue. At the April 17th City Council meeting, Council approved a Special Exception for off-site parking at the Church parking lot for the office expansion proposed at 301 Dunlawton Avenue. As part of the site improvements to 301 Dunlawton Avenue, a sidewalk in the Lafayette Street right-of-way will be constructed between the off-site parking spaces and 301 Dunlawton Avenue.

In 2015, the Church entered into a Phasing Agreement with the City to phase the improvements associated with paving the parking lot at the northeast corner of their property where there was a grass parking area. As part of the May 2015 site plan, the church requested a Phasing Agreement to construct the improvements in two phases.

- Phase I included completing the grading, paving, and marking of the parking lot, constructing all internal landscape islands, construct a new driveway off Lafayette Street, removing the abandoned curb cuts along Lafayette Street, installing the 10' right-of-way landscape buffer along Lafayette Street and Herbert Street, installing the irrigation system to serve the landscaping, constructing required stormwater infrastructure, and providing required easements. Phase I improvements were completed in December 2015.

- Phase II included construction of a 4' sidewalk along Lafayette Street. The 2015 Phasing Agreement delayed the sidewalk installation to May 2018.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Amended Phasing Agreement w/ Exhibit	Amended Phasing Agreement First Methodist Church 4-12-18.pdf
2.	Phasing Agreement Graphic	Phasing Agreement Graphic.png

Penelope Cruz	Created/Initiated - 04/11/2018
Tim Burman	Approved - 04/12/2018
Shannon Balmer	Approved - 04/17/2018
Jake Johansson	Approved - 04/23/2018
Robin Fenwick	Final Approval - 04/23/2018

AMENDMENT TO THE PHASING AGREEMENT

First United Methodist Church of Port Orange, Inc., 305 Dunlawton Avenue, Port Orange, Florida 32127, a Florida non-profit corporation (hereinafter the "Owner") and the **City of Port Orange**, a Florida municipal corporation (hereinafter the "City"), covenant and agree and bind their successors and heirs as follows:

WHEREAS, Owner is the sole owner of the church property legally described in **Exhibit "A"** (hereinafter the "Subject Property"); and

WHEREAS, the Subject Property has been used solely as a church for the past one hundred and twenty-eight (128) years; and

WHEREAS, Chapter 20, Section 2(e) of the City of Port Orange Land Development Code offers phasing agreements as a development incentive for properties located in the City's redevelopment areas, for particular durations, recognizing the unique constraints and complications of developing in said areas; and

WHEREAS, Owner and City entered into a Phasing Agreement approved by Port Orange City Council, recorded in Official Records Book 7121, Page 4937, Public Records, Volusia County, Florida ("Phasing Agreement"); and

WHEREAS, the Owner has requested an amendment to extend the timing obligations of the Phasing Agreement, due to its inability to complete a portion of the required improvements within the time frame provided therein and pursuant to a change in the City of Port Orange Land Development Code, allowing phasing agreements to extend up to five years from the execution of the phasing agreement; and

WHEREAS, the Owner has requested to enter into this Amendment to the Phasing Agreement (hereinafter the "Amended Agreement") to extend the time for the completion of the outstanding required site improvements, specifically the sidewalk improvements along Lafayette Street, more particularly described in the plans stamped "Approved for Construction" for Case No. 15-82000001.

NOW, THEREFORE, the City is agreeable to the Owner's request pursuant to the following terms and conditions:

1. The above premises are true and correct and are incorporated herein as material provisions of this Amended Agreement.
2. The City and Owner do hereby agree the original time to complete both phases of improvements in accordance with the Phasing Agreement was three years from the date of issuance of the development order, said date being May 22, 2015. Thereby, requiring all improvements to be completed on or before May 22, 2018.
3. In accordance with the recently amended City of Port Orange Land Development Code Chapter 20, Section 2(e), City and Owner do hereby agree to extend the date for completion of the required improvements, as described in plans stamped, "Approved for Construction" for Case No. 15-82000001, from three years to four years, thereby requiring improvements to be completed on or before May 22, 2019.

4. City and Owner do hereby agree all other terms and conditions of the Phasing Agreement shall remain in full force and effect except as modified herein.
5. All the provisions of the Phasing Agreement not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this Amended Agreement.
6. This Amended Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Amended Agreement shall be deemed valid as if an original signature was delivered.
7. This Amended Agreement shall be effective upon execution by all parties.
8. This Agreement shall be recorded upon full execution in the Public Records of Volusia County, Florida at the expense of the City.

[Remainder of page left blank intentionally]

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

WITNESSES:

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Printed Name

By: _____
Donald O. Burnette, Mayor

Printed Name

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

Printed Name

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Donald O. Burnette, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Robin L. Fenwick, CMC, City Clerk, of the CITY OF PORT ORANGE, FLORIDA, a Florida Municipal Corporation, on behalf of the City. She is personally known to me and did not take an oath.

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

WITNESSES:

OWNER:

First United Methodist Church of Port
Orange, Inc., a Florida non-profit
corporation

Printed Name

By: _____
Don Kesling, Chairman

Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Don Kesling, as Chairman of FIRST UNITED METHODIST CHURCH OF PORT ORANGE, INC., a Florida non-profit corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

EXHIBIT "A"

LEGAL DESCRIPTION

PROPERTY AT THE SOUTHWEST CORNER OF HERBERT AND ORANGE:

THE NORTHERLY 85 FEET OF LOT 1, BLOCK "M" AND THE NORTHERLY 85 FEET OF THE EASTERLY 25 FEET OF LOT 2, BLOCK "M", WILSON'S PORT ORANGE AS RECORDED IN MAP BOOK 1, PAGE 154, EXCEPT THE NORTH 5 FEET TAKEN FOR WIDENING OF HERBERT STREET PER DEED BOOK 390, PAGE 208, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE SOUTHERLY 75 FEET OF THE NORTHERLY 160 FEET OF LOT 1 AND THE SOUTHERLY 75 OF THE NORTHERLY 160 FEET OF THE EASTERLY 25 FEET OF LOT 2, BLOCK "M", WILSON'S PORT ORANGE, MAP BOOK 1 PAGE 154, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

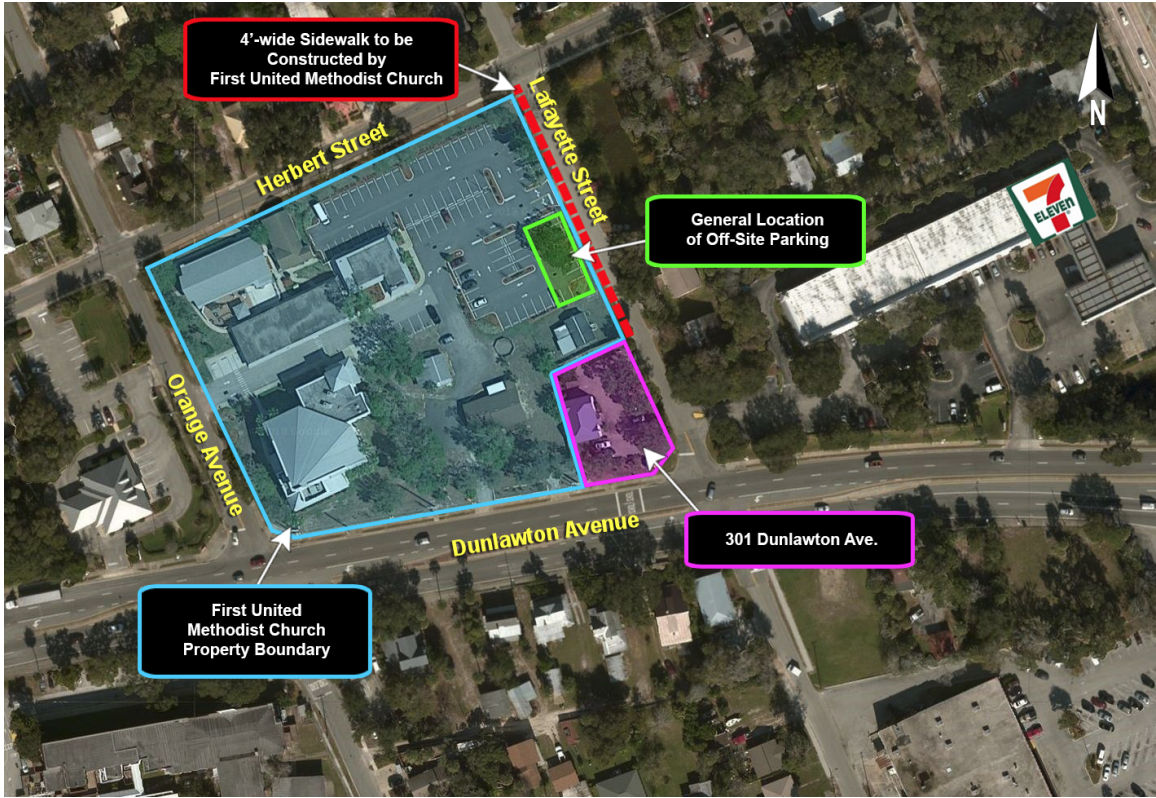
PROPERTY BOUND BETWEEN HERBERT, ORANGE, DUNLAWTON AND LAFAYETTE:

LOT2, EXCEPTING THEREFROM THAT PORTION LYING IN DUNLAWTON AVENUE. TOGETHER WITH THE EASTERLY 138 FEET OF THE WESTERLY 338 FEET OF LOT 5, BLOCK "I", WILSON'S MAP OF PORT ORANGE, AS PER MAP OR PLAT OF RECORD IN MAP BOOK 1 AT PAGE 154 AND REFILED IN MAP BOOK 15 AT PAGES 3 AND 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LOTS 3, 4 AND THE WESTERLY 200 FEET OF LOT 5, TOGETHER WITH THE EASTERLY 83 FEET OF THE NORTHERLY 50 FEET OF LOT 5 AND LOTS 6, 7, 8 AND 9, BLOCK "I" EXCEPTING THEREFROM THE NORTHERLY 5 FEET OF LOTS 7 AND 8, ALSO EXCEPTING THEREFROM THAT PORTION LYING WITHIN 45 FEET OF THE CENTER LINE OF CONSTRUCTION OF DUNLAWTON BLVD. ALSO KNOW AS STATE ROAD # S-415 PER STATE ROAD RIGHT-OF-WAY MAP SECTION 79610-2601 SHEET 16 DATED FEB. 14, 1972. ALL OF THE AFOREDESCRIBED PER WILSON'S MAP OF PORT ORANGE, RECORDED IN MAP BOOK 1 AT PAGE 154 AND REFILED IN MAP BOOK 15 AT PAGES 3 AND 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PROPERTY AT THE SOUTHEAST CORNER OF HERBERT AND LAFAYETTE:

LOTS 16 AND 17, BLOCK "F" EXCEPTING THEREFROM THE NORTHERLY 5 FEET THEREOF, PER WILSON'S MAP OF PORT ORANGE, RECORDED IN MAP BOOK 1 AT PAGE 154 AND REFILED IN MAP BOOK 15 AT PAGES 3 AND 4 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: Yes

SUBJECT: (B7c) Approval of Change Order No. 2 to Piggyback Agreement (CA6019) for Annual Paving Program FY17 to Halifax Paving

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No. 2 to the contract (CA6019) with Halifax Paving Inc. for an additional \$201,501.21 to include roadways eligible for CDBG grant funds.

SUMMARY: On July 7, 2017, the City of Port Orange executed a Piggyback Agreement (CA6019) to the Volusia County contract with Halifax Paving to complete the FY2017 Annual Paving Program. The total cost of the initial contract was \$1,178,140.46 with an expiration date of February 5, 2018.

On January 16, 2018, Council approved Change Order 1 to the contract with Halifax Paving to extend the contract 145 days and revise the list of roads (replace those listed as "fair" or "good" with roads listed as "poor") based on the pavement inventory and condition assessment provided by Infrastructure Management Services (IMS). Change Order 1 did not affect the contract cost.

Change Order 2 is requested to add \$201,501.21 in CDBG grant funds and pave eligible streets before the deadline.

Project No.: Funding Account No.: 110-1904-554.63-97

ATTACHMENTS:

1.	Change Order No 2	Halifax Paving Change Order No 2.pdf
2.	HALIFAX PAVING CA6019 EXECUTED piggyback agreement	HALIFAX PAVING CA6019 EXECUTED piggyback agreement.pdf
3.	HALIFAX PAVING MASTER AGREEMENT VOL COUNTY THRU 2019	HALIFAX PAVING MASTER AGREEMENT VOL COUNTY THRU 2019.pdf
4.	HALIFAX PAVING CHANGE ORDER 1 to CA6019 EXECUTED	HALIFAX PAVING CHANGE ORDER 1 to CA6019 EXECUTED.pdf
5.	Justification Memo HALIFAX PAVING CHANGE ORDER 2 add CDBG roads no change in time frame	Justification Memo HALIFAX PAVING CHANGE ORDER 2 add CDBG roads no change in time frame.doc
6.	HALIFAX PAVING CHANGE ORDER 2 add CDBG streets excel spreadsheet	HALIFAX PAVING CHANGE ORDER 2 add CDBG streets excel spreadsheet

	april 2017.xlsx
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Kynah Cockcroft	Created/Initiated - 04/13/2018
Julia Wiggins	Approved - 04/13/2018
Ronny Buttrum	Approved - 04/13/2018
Lynn Stevens	Approved - 04/18/2018
Tracey Riehm	Approved - 04/23/2018
Margaret Roberts	Approved - 04/23/2018
Jake Johansson	Approved - 04/23/2018
Robin Fenwick	Final Approval - 04/23/2018

CHANGE ORDER NO. 2
To Piggyback Agreement dated July 7, 2017
HALIFAX PAVING, INC., Contractor

Project: Asphaltic Concrete & Removal of Existing Surfaces by Milling

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: Part "A" \$244,711.16 Part "B" \$895,602.77 Contingency \$ 37,826.53 TOTAL \$1,178,140.46	CHANGE IN CONTRACT TIMES: Original Contract Times Final Completion: February 5, 2018
Net changes from previous Change Order: No. <u>1</u> : \$ 0.00	Changes in contract time from previous Change Orders: No. <u>1</u> : <u>145</u> days
Contract Price prior to this Change Order: Part "A" \$244,711.16 Part "B" \$895,602.77 Contingency \$ 37,826.53 \$1,178,140.46	Contract Completion Date prior to this Change Order: Final Completion: <u>June 30, 2018</u>
Net Increase (decrease) of this Change Order No. <u>2</u> : CDBG Funds Increase \$201,501.21	Changes in contract time requested this Change Order No. <u> </u> : (Requires Council Approval) _____days
Contract Price with all approved Change Orders: \$1,379,641.67	Contract Times with all approved Change Orders: Final Completion: <u>June 30, 2018</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 July 7, 2017.
- II. REQUIRED CHANGES: Expend \$201,501.21 in CDBG funds that were recently identified and are available to resurface additional roads under the FY17 Annual Paving Program. Total revised contract amount is \$1,379,641.67. No change in contract time. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION:
Changes in scope require Council approval. Is this a scope change? Yes
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Piggyback Agreement subject to a limit up to but not to exceed \$1,379,641.67. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Department Project Manager

ACCEPTED BY:

Contractor

By: _____
Printed Name: James Buttrum
Title: Assistant Public Works Director

Date Signed: _____

By: _____
Printed Name: Joseph Durrance
Title: Vice President/Halifax Paving Inc.

Date Signed: _____

RECOMMENDED BY:

N/A
City's Representative

RECOMMENDED BY:

N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:

CITY OF PORT ORANGE

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

By: _____
Printed Name: Lynn Stevens
Title: Interim Director of Public Works

Date Signed: _____

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

By: _____
M.H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

GISID	Street Number	Street Prefix	On Street	From Street	To Street	Pavement Width (ft)	Pavement Length (ft)	Pavement Area (sq)	Surface Distress Index (SDI)	Roughness Index (RI)	Pavement Condition Index (PCI)	Structural Rating	Structural Rating Code	Condition Rating	PAI Rehabilitation Activity	Sq. Yards	Pounds	# of Tons	Asphalt Cost	Milling Cost	Base Rehabilitation Cost	Total Cost	Census Tract	Census Group
13080	1480		BAYVIEW LN	SPRUCE CREEK RD	BAYWOOD AV	16	1,208	21,743	43	71	82	1	Weak	Fair	EMPFWM + Mod Overlay (2.0 - 3.0)	2,415.94	388,630.10	200.00	17,200.00	3,623.91		20,823.91	092507	3
11438	1490		BAYWOOD AV	END OF ROAD	MILLBROOK AV	20	118	2,336	41	66	48	1	Weak	Marginal	FWM + Thick Overlay (2.0 - 3.0)	256.47	42,847.00	21.32	2,966.44	1,033.87		3,699.30	092507	3
11427	1490		BAYWOOD AV	MILLBROOK AV	GREENBURG AV	20	254	5,084	39	75	90	1	Weak	Fair	EMPFWM + Mod Overlay (2.0 - 3.0)	594.91	92,210.33	46.61	5,025.65	2,259.64		8,085.29	092507	3
11428	1490		BAYWOOD AV	GREENBURG AV	BAYVIEW LN	20	278	5,553	48	70	85	1	Weak	Fair	EMPFWM + Mod Overlay (2.0 - 3.0)	618.08	101,801.33	60.90	6,382.58	2,487.91		8,870.49	092507	3
13102	3620		GREENBURG AV	SPRUCE CREEK RD	BAYWOOD AV	18	1,210	21,777	36	68	48	1	Weak	Marginal	FWM + Thick Overlay (2.0 - 3.0)	2,415.92	398,283.60	200.00	17,200.00	3,623.58		20,823.08	092507	3
13818	4450		JACKSON ST	SANDUS AV	CANALVIEW BLVD	18	633	11,396	39	68	48	2	Moderate	Marginal	FWM + Thick Overlay (2.0 - 3.0)	1,298.18	208,918.70	104.48	13,057.48	5,094.72		18,152.20	092503	4
10270	7270		ROBERTS ST	ISABELLE AV	TAYLOR AV	35	258	9,027	42	69	48	2	Moderate	Marginal	FWM + Thick Overlay (2.0 - 3.0)	1,002.94	165,485.63	82.74	7,115.89	1,904.42		8,920.31	092510	2
10272	7270		ROBERTS ST	PRELAND AV	FREDERICK AV	35	258	9,029	67	66	60	1	Weak	Fair	EMPFWM + Mod Overlay (2.0 - 3.0)	1,003.18	165,594.33	82.76	7,117.55	1,904.77		9,022.31	092510	2
10271	7270		ROBERTS ST	TAYLOR AV	PRELAND AV	35	257	8,996	63	68	64	2	Moderate	Good	EM + Thin Overlay (1.5 - 2.0)	899.52	144,521.17	82.48	7,091.81	1,499.28		8,590.89	092510	2
10488	8740		STONEY ST	COMMONWEALTH BLVD	FLAGLER AV	20	956	19,120	49	68	82	2	Moderate	Fair	EMPFWM + Mod Overlay (2.0 - 3.0)	2,124.47	350,537.00	175.27	15,073.09	3,188.70		18,250.79	092503	3
13084	8790		STONEY ST	WOOD ST	FLAGLER AV	20	720	14,399	61	63	61	2	Moderate	Good	EM + Thin Overlay (1.5 - 2.0)	1,599.87	263,978.00	131.99	11,351.05	2,399.60		13,750.65	092503	3
13080	9830		WOOD ST	NOVA RD	STONEY ST	20	1,727	34,547	50	63	81	2	Moderate	Fair	EMPFWM + Mod Overlay (2.0 - 3.0)	3,093.61	633,354.33	318.68	27,234.24	6,787.77		33,992.00	092503	3
10323	9830		WOOD ST	FLAGLER AV	COMMONWEALTH BLVD	20	841	18,810	55	47	82	2	Moderate	Fair	EMPFWM + Mod Overlay (2.0 - 3.0)	1,887.80	308,187.00	154.09	13,282.04	2,801.70		16,083.74	092503	3
13085	9830		WOOD ST	STONEY ST	FLAGLER AV	20	745	14,891	63	64	60	2	Moderate	Fair	EMPFWM + Mod Overlay (2.0 - 3.0)	1,654.51	272,994.33	138.59	11,738.78	2,481.77		14,220.55	092503	3
																						201,901.21		



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

for Goods and Services

Base Contract:

- ☐ State of Florida
☐ Florida Sheriff's Association
☐ National Joint Powers Alliance ("NJPA")
☒ City/County of Volusia
☐ Other _____

Department:	Public Works
Base Contract BID/RFP/RFSQ Number:	BID # 15-B-05KW
Alternate Source Contract Number: (Used for State Contracts)	N/A
Contractor Name:	Halifax Paving, Inc.
Contractor's Authorized Dealer:	N/A
Delivery/Installation/Product/Service Location:	Various locations in City of Port Orange identified in Exhibits 7 and 9
Description:	Asphaltic Concrete & Removal of Existing Surface by Milling.
Contract Initial Term/Term: (check appropriate term and enter dates)	Volusia County Contract: February 6, 2015 through February 5, 2018 This Piggyback Agreement shall commence on the last date the Agreement is signed by the Parties and shall continue until February 5, 2018. Part "A" of this Agreement shall be completed on or before July 21, 2017. Part "B" of this Agreement shall be completed on or before February 5, 2018.
Contract Renewal Term: (No. of Renewals and Term for each renewal)	Option for two (2) subsequent one (1) year renewals, subject to mutual written agreement by the parties, and subject to extension of the Volusia County Contract
Authorization of Services: (check one)	Written Purchase Order
Amount of City Expenditure per Fiscal Year (10/1 to 9/30) or Annually (Contract execution date and term):	☒ Part A not to exceed \$244,711.16 Part B not to exceed \$895,602.77 with an additional \$37,826.53 unexpected conditions allowance as authorized by the Contract Manager. TOTAL AGREEMENT NOT TO EXCEED \$1,178,140.46
Payment and Performance Bond (Indicate if required)	☒ Yes ☐ No
Exhibits Attached to Contract (excluding legal Exhibits, if any)	☒ Exhibit "1" Contract History ☒ Exhibit "2" Insurance ☐ Exhibit "3" Task Authorization Example ☒ Exhibit "4" Volusia County BID #15-B-05K-W Master Agreement Rates ☒ Exhibit "5" Bond ☐ Exhibit "6" Subcontractors ☒ Exhibit "7" Part A Specifications ☒ Exhibit "8" Supplemental Conditions for Federally Assisted Projects as modified by Davis Bacon Wage Rates dated January 9, 2015 ☒ Exhibit "9" Part B Specifications
Contract Administrator:	Branford N. Adumuah, Director of Public Works
Contractor's Authorized Agent Name Printed ¹ :	Thomas A. Durrance, President
Contractor's Complete Contact Information:	Principal Address: 814 Hull Road Ormond Beach, FL 32174 Telephone: (386) 676-0200 Fax: E-Mail: tad1@mindspring.com
Signature: Contractor's Authorized Agent ¹ :	Date:

Contractor Notary Acknowledgment Block:

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
by Thomas A. Durrance, as President of Halifax Paving, Inc., a Florida corporation and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Department Head Signature Acknowledges the following: The base contract referenced above for piggybacking by the City of Port Orange has been verified to be competitively bid with multiple proposals from vendors/contractors within two years from the date of this piggyback agreement, unless waived by the City Manager in writing or at the direction of City Council. The Department Head further acknowledges that the vendor package, all supporting vendor documentation, and the entire base contract, including but not limited to all exhibits, and all terms and conditions is uploaded to the City of Port Orange BoardSync Contract Management for recordation.

Department Head Name, Title Printed:	Branford N. Adumuah, Director of Public Works
Signature: Department Head	Date:
Signature: M.H. Johansson, City Manager	Date:
Attest: Robin L. Fenwick, CMC, City Clerk	Date:

¹ If this Agreement is signed by an individual not identified as the Chief Executive Officer of the Contractor 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.

This Piggyback Agreement ("Agreement") is entered into on the last date the Agreement is signed by the Parties, 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 Contractor named on the first page of this Agreement (the "Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The terms of the "Base Contract" with the entity as shown on the first page of this Agreement are incorporated herein by reference.
3. Agreement chronology and City insurance requirements are attached hereto as Exhibit "1" and Exhibit "2."

4. **Contractor Obligation.** Contractor agrees to honor the terms of the Base Contract, and to provide the City the specified goods, work, or services as more specifically described on the first page of this Agreement, and any Exhibits, attached hereto. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods, work, or services without written Purchase Order(s), and/or Notice to Proceed(s), or Task Authorization(s), as indicated on the first page of this Agreement.

5. **Authorization for Services.**

(a) This Agreement standing alone does not authorize the purchase of any goods, work, or services, or require the City to place any orders for goods, work, or services. Authorization for the purchase of goods, work, or services shall be in the form of written Purchase Order(s) and/or Notice to Proceed(s), or Task Authorization(s), as indicated on the first page of this Agreement, and signed by an authorized agent of the City. If applicable, a sample Task Authorization will be attached hereto as Exhibit "3." The City reserves the right to contract with other parties for the goods, work, or services contemplated by this Agreement, as determined in the City's sole and absolute discretion. Contractor shall provide and maintain a current vendor application as set forth on www.port-orange.org.

(b) The City objects in advance to the inclusion of any additional terms and conditions proposed by the Contractor in its acceptance or acknowledgement for the purchase of any goods, work, or services. The inclusion of additional terms and conditions, or reference thereto, by the Contractor in the quote shall be of no significance, shall not be binding on the City, and the City's acceptance of the Contractor's goods, work, or services shall not be deemed as acceptance of such terms. The terms and conditions contained in a Supplemental Document, as defined herein after, to this Agreement shall only control if and when a Supplemental Document to this Agreement 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 Contractor 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 to include: Invitation to Bid ("ITB"), proposal, quote, and contract. Unless otherwise stated on the face of this Agreement, the terms and conditions as set forth in this Agreement shall apply.

6. **Manner and Place:** **Part A** - As outlined in Volusia County Agreement 15-B-05KW, plans and specifications attached hereto as Exhibit "2"; Supplemental Conditions for Federally Assisted Projects as modified by Davis Bacon Wage Rates dated January 9, 2015, for Community Development Block Grant attached hereto as Exhibit "3"; and Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per

the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange.

Part B – As outlined in Volusia County Agreement 15-B-05KW, plans and specifications attached hereto as Exhibit "4"; and Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange..

7. **Time and Essence.** Contractor acknowledges that time is of the essence for this Agreement.

8. **City Obligations.** In return for the goods, work, or services identified, the City agrees to compensate the Contractor at an amount subject to a limit up to but not to exceed the unit prices and/or amount, as set forth on the first page of this Agreement, and as may be further specified in Exhibit "4," attached hereto. The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30. The City's obligation to pay Contractor under this Agreement is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council, for the then-current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

9. **Contract Administration.** The Department Head requesting service ("Contract Administrator"), shall perform contract administration of this Agreement unless otherwise delegated in writing. For notice provisions, see Paragraph 34 of this Agreement entitled "Notice." The work shall be reviewed by the authorized Contract Administrator, or designee, who shall have final decision authority for pay requests on all approved phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Contractor's negligent performance of the services furnished under this Agreement.

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

11. **Agreement Bond Documents.** When applicable, the following bond forms are an integral part of this Agreement and must be attached hereto as Exhibit "5," completed, signed, witnessed and notarized as indicated and returned with the signed Agreement:

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

All construction Agreements shall require one (1) original Bond in the form approved by the City Attorney. Engineer shall not require duplicate original bond documents in the draft construction documents and Agreement for the City.

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

13. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the Agreement will be limited to such individuals or firms as are specifically identified in Exhibit "6" to this Agreement and a task authorization amendment. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

14. Termination for Convenience of the City.

(a) The parties agree that the City may terminate this Agreement, 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 Agreement, 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 Agreement not subject to the Notice;
- (iii) terminate all sub-agreements except those made with respect to Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 30 of this Agreement concerning disputes.

15. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this Agreement, the Contractor shall include similar provisions in any sub-agreement, 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.

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

17. 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 Agreement.

(b) The Contractor further agrees to include in any sub-agreement for more than \$10,000 entered into as a result of this Agreement, 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 sub-agreement, 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 sub-agreement, or this Agreement. The term sub-agreement 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 Agreement or any sub-agreement shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

18. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

(d) Upon completion of the Agreement, 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 Agreement, 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

19. Termination for Non-Appropriation of Funds.

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this Agreement is entered into, for the purpose of this Agreement, then the City may terminate this Agreement 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 Agreement was entered into. This provision shall survive any termination of the Agreement.

20. An Agreement for the Purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined herein.

21. Assignability of Contract. This Agreement may not be assigned by the Contractor to any other party without the express written approval of the City Council.

22. Modifications or Changes to this Agreement.

(a) Change Orders. The Contract Administrator, upon written approval as required by the City's finance ordinances and policies, shall without notice to any sureties, have the authority to order changes in this Agreement which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the Agreement price 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 Agreement.

(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 notify the City requesting an equitable adjustment and the Agreement shall be modified in writing as mutually agreed by the Parties. Any change order shall include all costs and time extensions related to or incidental to such change.

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

(d) Contractor shall not perform any work described in any change order unless the City has budgeted and appropriated funds sufficient to cover the cost of such changes.

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

23. 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 Agreement to the contrary, nothing in this Agreement 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 Agreement 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.

24. Warranties. For the purchase of goods, Contractor warrants that (1) the supplies to be provided to the City pursuant to this Agreement 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 Agreement conform to the standards required by this Agreement. 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 Agreement, together with service warranties and guarantees, shall run to the City and its successors and assigns.

25. Additional Warranties. For the purchase of goods, Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

26. Inspection. For the purchase of goods/supplies:

(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 Agreement, 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 Contract Administrator, 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 Agreement or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Agreement for default as provided in the clause of this agreement entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Contract Administrator 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 Agreement. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Agreement 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 Agreement requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Agreement, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

27. 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 Agreement 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.

28. **Non-discrimination.** During the performance of this Agreement, 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) Contractor shall be solely responsible for compliance with all federal, state and local laws, rules and regulations prohibiting discrimination of its officers, agents, employees and subcontractors. Contractor shall post notices, advertisements and solicitations in accordance with federal law, rule or regulation. 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.

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

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

31. **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.

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

VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

33. Additional Provisions.

(a) This Agreement includes all additional provisions as may have been outlined in the Base Contract and any attachments or exhibits to this Agreement, whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

(b) In the event of a conflict between the Base Contract, and this Agreement, this Agreement shall control.

34. Integration. This Agreement 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 Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

35. 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: Contract Administrator, as listed on first page of Agreement
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5500

Contractor: Contractor name and contract information, as listed on first page of this Agreement

Any notice or other communication given under this Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the address 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.

36. Agreement 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 except for the bond. No contract shall be formed between Contractor and the City until the City signs this Agreement.

37. 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.

Contract History

The County of Volusia and Contractor(s) entered into Contract, pursuant to ITB No. 15-B-05KW, a contract for asphaltic concrete and removal of existing surfaces by milling, with an effective date of February 6, 2015 and continuing until February 5, 2018, with the option for two (2) subsequent one (1) year renewals, upon written mutual agreement, and when applicable, approval by County Council (the "Volusia County Agreement")

A copy of the Volusia County Agreement is available in the office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

[Remainder of this page intentionally left blank]

Insurance

(a) Contractor shall maintain insurance during the life of this Agreement. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. The Contractor shall furnish policies and certificates of insurance to the City for review and approval on initial contract date and thereafter at least on each anniversary of the Agreement effective date. Failure of the Contractor to maintain a certificate of insurance in compliance or approval by the City of any policy of insurance shall not, relieve the Contractor from its responsibilities to provide the insurance coverage required herein. The certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions. No work shall be commenced until City has approved the policies. This Agreement may be terminated by the City without penalty or expense, if policies requested hereunder are not provided to and approved by the City within thirty (30) days of the date hereof. The Contractor shall notify the Contract Administrator and the Purchasing Manager of any changes in or cancellations of coverage.

(b) For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. 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 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. The City reserves the right to increase insurance coverage as determined for higher risk Agreements and shall reimburse the Contractor for the reasonable additional costs of increased coverage. The Contractor shall maintain the following coverages:

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Agreement requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☐	Officer(s) Exemption	Documentation Required for Exemption: (must be attached to Purchase Order) ☐ Florida Department of Financial Services business activities on exemption detail page. ☐ Verification of Workers' Compensation for employee(s) and subcontractor(s). ☐ List of all subcontractor(s) utilized for work provided by this Purchase Order.	
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Additional Insurance Requirements			
☒	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000 minimum	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$ <u>1,000,000.00.</u>	
☐	Errors and Omissions	Limits: Coverage - \$ <u>To be determined.</u>	Agents acting on behalf of the City.
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Department Head waives Insurance for work under \$_____, unless otherwise required by law.		

[Remainder of this page intentionally left blank]

Part A: Asphaltic Concrete		All prices are F.O. B. Destination, Freight Allowed unless otherwise stated in the description (include shipping in unit price)			
A.001 Type S-1 Asphaltic Concrete		Zone 1 Halifax	Zone 2 Halifax	Zone 3 Halifax	Zone 4 Halifax
Price Per Ton, FOB Plant *		\$68.00	\$68.00	\$68.00	\$68.00
Price Per Ton, In Place Less Than 200 Tons		\$125.00	\$175.00	\$175.00	\$150.00
Price Per Ton, In Place Less Than 200 Tons, delivered within 24 hours		\$300.00	\$300.00	\$300.00	\$300.00
Price Per Ton, In Place More Than 200 Tons		\$86.00	\$92.00	\$92.00	\$88.00
Price Per Ton, In Place More Than 200 Tons delivered within 24 hours		\$100.00	\$120.00	\$120.00	\$100.00
A.002 Type S-3 Asphaltic Concrete					
Price Per Ton, FOB Plant *		\$68.00	\$68.00	\$68.00	\$68.00
Price Per Ton, In Place Less Than 200 Tons		\$125.00	\$175.00	\$175.00	\$150.00
Price Per Ton, In Place Less Than 200 Tons, delivered within 24 hours		\$300.00	\$300.00	\$300.00	\$300.00
Price Per Ton, In Place More Than 200 Tons		\$86.00	\$92.00	\$92.00	\$88.00
Price Per Ton, In Place More Than 200 Tons delivered within 24 hours		\$100.00	\$120.00	\$120.00	\$100.00
Notification required for Pickup: (hours)	24	24	24	24	24
Notification required for Delivery: (hours)	24	24	24	24	24
Notification required for In Place Less Than 200 Tons (hours)	48	48	48	48	48
Notification required for In Place More Than 200 Tons (hours)	48	48	48	48	48
Part B: Milling of existing surface (Thickness @ 1.5")					
Price per Sq. Yard - Less than 2000 Sq. Yards		\$4.00	\$4.00	\$4.00	\$4.00
Price per Square Yard - 2000 Sq. Yards or more		\$1.50	\$1.50	\$1.50	\$1.50
Price Per Day		\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Pavement Marking					
Painted Traffic Stripe (6" Yellow) price per Linear Foot (L.F)	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Painted Traffic Stripe (6" White) price per Linear Foot (L.F)	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Painted Traffic Stripe (12" White) price per Linear Foot (L.F)	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
Painted Traffic Stripe (18" Yellow) price per Linear Foot (L.F)	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
Painted Traffic Stripe (18" White) price per Linear Foot (L.F)	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50
Painted Pavement Message (EA)	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
Painted Arrow (EA)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Painted Traffic Stripe (24" White) price per Linear Foot (L.F)	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Reflective Pavement Markers (EA)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Asphaltic Base Course					
Price per Square Yard Asphaltic Base Course (8" minimum)					
Square Yard rate shall include excavation and all work required for placement of Asphaltic Base Course, including existing material removal and disposal.	\$55.00	\$65.00	\$65.00	\$60.00	
Milling					
County retains option to purchase Millings from successful vendor's jobs - Per Cubic Yard	\$40.00				
County retains option to purchase Millings from successful vendor's jobs - Per Ton	\$30.00				



Master Agreement

TERM: 2015-02-06 to 2018-02-05

NO. 710 3824 - 1

Page 1 of 2

Date Issued: 02/12/15

Vendor contact: Name: STEVE BLAIR Phone: 386-676-0200 E-mail: Ext.:	County contact: Name: JOSEPH BUCKLES Phone: 386-736-5967 E-mail: TBuckles@volusia.org Ext.:	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: HALIFAX PAVING INC 880 HULL ROAD ORMOND BEACH, FL 32174		Vendor No. HAP30770000 Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 15-B-05KW Award Date: 2015-02-05 Award Authorization:		Purchasing Analyst: KATHY WILLIAMS Phone: 386-626-6625 E-mail: KWilliams@volusia.org Ext.: <i>KAW</i> Payment Terms: Net 45 Days, FOB Dest, Freight allowed
Document Description: Asphaltic Concrete & removal of existing surfaces by milling		

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	74514	TON	Asphaltic Concrete, Type S-1	0.00000
2	74514	TON	Asphaltic Concrete, Type S-3	0.00000
3	96154	SQYD	Milling of existing surfaces, per square yard	0.00000
4	96154	DAY	Milling of existing surfaces, per day	0.00000
5	91276	LNFT	Pavement Marking (with purchase of asphaltic concrete)	0.00000
6	91276	EA	Pavement Marking (with purchase of asphaltic concrete)	0.00000
7	74587	SQYD	Asphaltic Base Course	0.00000

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.
If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

EXHIBIT "4"



Master Agreement
TERM: 2015-02-06 to 2018-02-05

NO. 710 3824 -1

Page 2 of 2

Date Issued: 02/12/15

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
8	74568	CUYD	Millings from jobsites, per cubic yard	0.00000
9	74568	TON	Millings from jobsites, per ton	0.00000

Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.
If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

EXHIBIT "4"

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Halifax Paving, Inc.
Principal Business Address: 814 Hull Road
Ormond Beach, Florida 32174
Contact Person: Thomas Durrance, President
Phone Number: (386) 676-0200

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: M.H. Johansson, City Manager
Phone Number: (386) 506-5501

Amount: **PART A:** \$244,711.16
PART B: \$933,429.30
TOTAL: \$1,178,140.46

City Case/Project No. POL042-Halifax Paving

Description of Work: Asphaltic Concrete and Removal of Existing Surfaces by Milling

Project Location: Various Locations, Port Orange, Volusia County, Florida

Legal Description: Port Orange, Volusia County, Florida (see Exhibit "A")

Front Page

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

Return Recorded Document to:
Records Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Asphaltic Concrete and Removal of Existing Surfaces by Milling

Name of Project

City Project No. POL042 – Halifax Paving

Bond No. _____

Space Reserved for Recording Data

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

per Section 255.05, Florida Statutes (2012)
Guaranty for Construction of Public Improvements

BY THIS BOND, We, HALIFAX PAVING, INC. as Principal, and _____, a _____ corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of ONE MILLION ONE HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED FORTY AND 46/100 DOLLARS (\$1,178,140.46), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Piggyback Agreement having an effective date of _____, 2017, entered into by and between the Principal and the City, for asphaltic concrete and removal of existing surfaces by milling, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2017.

Attest:

HALIFAX PAVING, INC.
(Name of Principal)

(As to Corporate Principal) Secretary

By: _____
Thomas Durrance, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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

Part A:

- Riverside Dr. (Fleming to Seminole Dr.)
- Orange Ave. (Dunlawton to Grave Yard Ent)
- Monroe Pl (Oak to Church Street)

Part B:

- Country Lane
- Smokerise Drive
- Ashley Circle
- Wendem Court
- Trail Side Drive
- Ashton Lane
- Mossy Oak
- Geiger Drive
- Kingswood Drive
- Chelsea Way
- Kimberly Court
- York Way
- Wexford Way
- Terrance Village Drive
- Sandy Terrance Drive
- Taylor Woods Drive
- Wood Acers Drive
- Wood Mar Drive
- Wood Point Terrance
- Jackson Street (Dunlawton to Oak St.)
- Clay Mill Drive
- Hatteras Drive
- Peggy Drive
- Long Oak Drive
- Say Brook Street
- Venture Drive
- Brandon Lane
- Azela Point

2017 Paving Estimate for CDBG

ESTIMATE

2014

Millings 1.50 <2000 sq yds	Strippling QUANTITIES	Lbs. per Inch	Number	Length	Width	Total Feet	Sq. Yards	Pounds	Number of Tons	Cost per	Cost	Number of Manholes & W V Manholes Stripping	\$175.00 Cost for Manhole Adj.	Total Cost for Road
Millings 4.00 > 2000 sq yds		110												
Riverside Dr (Flaming to Seminoe Dr)														
Asphalt														
Milling (+/-) 1.5"		1.5	8100	20	182,000	16,000	2,970,000	1,485.00	88.00	127,710.00	0.00	0.00	0.00	127,710.00
Stop Bars	3	1.5	8100	20	182,000	16,000	2,970,000	1,485.00	1.50	27,000.00	0.00	0.00	0.00	27,000.00
Yellow Skip										2.50	7.50	0.00	0.00	7.50
Double Yellow			5880							1.50	8,820.00	0.00	8,820.00	8,820.00
			705							1.50	1,057.50	0.00	0.00	1,057.50
Grange Ave (Dunlawton to Greave Yard Ent)														
Asphalt														
Milling (+/-) 1.5"		1.5	2720	20	54,400	6,044	997,333	498.00	86.00	42,914.00	0.00	0.00	0.00	42,914.00
Stop Bars	6	1.5	2720	20	54,400	6,044	997,333	498.00	1.50	9,006.00	0.00	0.00	0.00	9,006.00
Left Turn Arrows	2									2.50	12.50	0.00	0.00	12.50
SVRight Turn Arrows	2									50.00	100.00	0.00	0.00	100.00
Single White			200							50.00	100.00	0.00	0.00	100.00
Double Yellow			1680							1.50	300.00	0.00	0.00	300.00
Yellow Skip			430							1.50	2,620.00	0.00	0.00	2,620.00
Crosswalks			81							1.50	645.00	0.00	0.00	645.00
										1.50	91.50	0.00	0.00	91.50
Monroe Pl/Oak to Church Street														
Asphalt														
Milling (+/-)		1.5	1240	20	24,800	2,755	454,868	227.00	86.00	19,550.88	0.00	0.00	0.00	19,550.88
Stop Bar	2	1.5	1240	20	24,800	2,755	454,868	227.00	1.50	4,132.50	0.00	0.00	0.00	4,132.50
Crosswalk			95							2.50	5.00	0.00	0.00	5.00
										1.50	145.00	0.00	0.00	145.00

msa8001.pdf

EXHIBIT "7"
PART A SPECIFICATIONS

SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED PROJECTS

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This contract is funded in whole or in part with federal funds made available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions. The contractor shall include these supplemental conditions in all subcontracts.

1. Davis-Bacon Act
 2. Copeland "Anti-Kick Back" Act
 3. Federal Labor Standards
 4. Environmental Compliance
 5. Lead Based Paint Requirements
 6. Historic Preservation
 7. Energy Efficiency
 8. Flood Disaster Protection
 9. Special Equal Opportunity Provisions
 10. Section 3
 11. Conflict of Interest
 12. Utilization of Minority and Women-owned Businesses
 13. Fair Housing Laws
 14. Drug Free Workplace
 15. Debarred Contractors
 16. Lobbying
 17. Access to Records
 18. Records Retention
- Attachment I - Federal Labor Standards Provisions
Attachment II- Section 3 Clause

1. Davis- Bacon Act- 29 CFR Parts 1,3,5,6 and 7

The contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in excess of \$2,000. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Copeland "Anti-Kick Back" Act- 18 USC 874 and 40 USC 278c; 29 CFR Part 3

The contractor and subcontractor(s) shall comply with the requirements of the Copeland "Anti-Kickback" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a federal crime for anyone to require any laborer or mechanic (employed on a federally assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every contractor and subcontractor to submit weekly payroll reports (certified payroll) and regulates permissible payroll deductions.

3. Federal Labor Standards

The project or program to which the construction work covered by this contract pertains is a federally assisted project and the Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance. See Attachment 1 for a complete copy of these labor standards.

4. Environmental Compliance- Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and EPA Regulations- 42 U.S.C. 1857(h)

The contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts and subcontracts in amounts in excess of \$100,000. all applicable standards, orders, or requirements issued under (), (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15).

5. Lead- Based Paint Requirements- 24 CFR Part 35

All housing that is assisted by the contractor through this project with federal funds is subject to the lead-based paint requirements, found at 24 CFR Part 35. These rules apply to properties that were constructed prior to 1978, and require:

- Certain disclosures (in the form of notices) to occupants and applicants about any known or potential lead-based paint hazards
- Testing, assessing, and stabilization or reduction of lead-based paint hazards in accordance with established procedures, based on activity type and level of Federal assistance (for rehabilitation)
- Use of safe work practices
- Certain provisions included in all contracts and subcontracts related to lead-based paint
- Ongoing maintenance to monitor controls put in place to limit the hazards associated with the presence of lead-based paint.

6. Historic Preservation- 16 USC 470; 36 CFR Part 800

The contractor's performance may be subject to the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties.

7. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

8. Flood Disaster Protection- 42 USC 4001

The contractor's performance may be subject to the Flood Disaster Protection Act of 1973 which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program must be obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including housing rehabilitation.)

9. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

During the performance of this contract, the Contractor agrees as follows:

- i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- ii. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.
- iii. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

During the performance of this contract, the contractor agrees as follows:

- i. **Section 202 Equal Opportunity Clause**
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are

F:

treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
 - c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- C. **Certification of Non-segregated Facilities- E.O. 11246; 41 CFR Part 60-1.8**

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term segregated facilities means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees

which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Equal Employment Opportunity- Title VII of the Civil Rights Act of 1964 E.O. 11246

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Americans with Disabilities Act of 1990- E.O. 11250; 42 U.S.C 12131; 24 CFR Part 35

The contractor shall not exclude on the basis of handicap persons from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

F. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex is excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

G. Section 504 of the Rehabilitation Act of 1973- 29 USC 794, 24 CFR Parts 8 and 9

- i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- ii. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iii. In the event of the Contractors noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iv. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be

prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- v. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- vi. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975- 42 U.S.C. 6101, et seq; 24 CFR Part 146

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

I. NSP 3 Vicinity Hiring and Contracting Preference-

A contractor that is awarded a project involving the use of NSP3 funds, as provided by the Dodd-Frank "Wall Street Reform and Consumer Protection Act" of January 5, 2010, sec 1497 (a)(8), is required to take actions to hire employees who reside in the vicinity of NSP3-funded projects, and provide contracting opportunities to small businesses that are owned and operated by residents in this vicinity.

10. Section 3- 24 CFR Part 135

The contractor shall comply with the purposes of the Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) (Section 3) and ensure that employment and other economic opportunities generated by HUD funded programs, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. Section 3 regulations apply to all contractors and subcontractors awarded contracts for HUD assisted projects which are in excess of \$100,000. Section 3 requires that the Section 3 Clause (See Attachment H) be included in every contract that involves section 3 projects.

11. Conflict Of Interest- 24 CFR Part 85.35 and 24 CFR Part 570.611

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

12. Utilization Of Minority And Women Firms (M/WBE)- 24 CFR Part 85 (e)

The contractor shall take affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable.

Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- State of Florida at 904-487-4698 (all goods and services)
- State of Florida at 904-921-7370 (construction services, particularly highway)
- Minority Business Development Center in most major cities
- Local government M/WBE programs in many large counties and cities

13. Fair Housing Laws

The contractor shall comply with the Fair Housing Act, and related laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, familial status and handicap in the provision of housing, including rental, purchase, advertising, financing, insurance and multi-family housing on the basis of race, color, national origin, religion, sex, familial status and handicap. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1063 Comp., p. 852 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1 shall apply to any housing related contract awarded hereunder.

14. Drug Free Workplace- 41 USC 701, 24 CFR Part 21

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

15. Debarred Contractors

This project is subject to requirements prohibiting use of federal funds to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor, subcontractor or subrecipient during any period of federal debarment, suspension, or placement of ineligibility status. The County is required to check the eligibility status of all contractors, subcontractors, and subrecipients against the federal publication that lists debarred and ineligible contractors. This list can be found on the *Excluded Parties Listing System* at <https://www.epls.gov>.

16. Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.
- D. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

17. Access to Records- 24 CFR Part 85.42 (e) & (f)

The contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the County of Volusia, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions as needed.

18. Records Retention- 24 CFR Part 85.42 (a)-(d)

The contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, and other records pertinent to this contract and the grant program shall be maintained for five years after the local government makes final payment and all other pending matters are closed.

Attachment I

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing And Urban Development HUD-4010 (7/03)

Applicability

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (b) If the contractor and the laborers and mechanics employed in the classification (if known, or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (approved by the Office of Management and Budget under OMB control number 1215-0140.)
 - (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its

designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee with the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federally contract with the same prime contractor, or any other Federally assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violation have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (f) **Payroll and basic records.** Payroll and basic records related thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely, all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a) (3) (i) and that such information is correct and complete:

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been fully paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than the permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of WH-347 shall satisfy the requirement of submission of the "Statement of Compliance" required by paragraph A.3. (ii)(b) of this section

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available shall be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is

performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of ... Influencing in any way the action of such Administration.....makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanic" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basis rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth on subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor, by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-64, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Attachment II

Section 3 requires that the following provisions ("the section 3 clause"), be included in every contract that involves section 3 projects.

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontract is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contract and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Instructions For Completing Payroll Form, WH-347

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

This preceding information can be obtained at <http://www.dol.gov/whd/forms/wh347instr.htm> and <http://www.dol.gov/whd/forms/wh347.pdf>

PAYROLL

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

CONTROL NO.

PEAK WEEK EVENTS

PROJECT AND LOCATION

PRELIMINARY CONTRACT NO.

OMB No.: 1235-0008
Expires: 01/31/2016

Rev. Dec. 2008

[illegible]

While completion of Form 1041-GT is optional, it is necessary for certain donors and educational purposes (40 U.S.C. § 5152) contributors and submitters of information pertaining to the work of the National Archives and Records Administration (NARS) to submit a copy of all documents to the NARS. For more information, see the instructions to Form 1041-GT.

[illegible]

Patricia Barber Blackburn

_____ (b)(6)

EXHIBIT "8"

to hereby state: _____ (Name of Signatory Party) _____ (Title)

(Contractor or Subcontractor)

_____ from the full
(Contractor or Subcontractor)
weekly wages earned by any person and I shall no deductions have a been made either directly or indirectly by me from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 103, 72 Stat. 567, 40 U.S.C. § 3145, issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 546), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated in this contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any agent has or played in the above period in the apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

☐ (6) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate program me for the benefit of such employees, except as noted in section 4(c) below.

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on this payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section d)(c) below.

(c) EXCEPTIONS

[illegible]

General Decision Number: FL140180 10/17/2014 FL180

Superseded General Decision Number: FL20130180

State: Florida

Construction Type: Heavy

County: Volusia County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)
(EXCLUDING CAPE CANAVERAL AIR FORCE STATION, PATRICK AIR FORCE
BASE, KENNEDY SPACE FLIGHT CENTER AND MALABAR RADAR SITE)

Modification Number	Publication Date
0	01/03/2014
1	02/28/2014
2	05/23/2014
3	10/17/2014

ENG10673-013 05/01/2013

	Rates	Fringes
OPERATOR: Oiler.....	\$ 20.36	10.85

IRON0808-003 01/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.00	10.95

LAB00517-002 05/01/2014

	Rates	Fringes
LABORER: Grade Checker.....	\$ 18.35	6.45

* PAIN1010-011 00/01/2014

	Rates	Fringes
Painter - Brush, Roller & Spray.....	\$ 19.50	8.83

SUFL2009-176 06/24/2009

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 13.56	1.84
CEMENT MASON/CONCRETE FINISHER...	\$ 12.63	0.00
ELECTRICIAN.....	\$ 16.71	3.51
FORM WORKER.....	\$ 11.36	0.00
LABORER: Common or General.....	\$ 9.03	0.81

EXHIBIT "8"

LABORER: Landscape.....	\$ 8.44	0.00
LABORER: Pipelayer.....	\$ 11.17	1.27
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.88	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 13.12	2.58
OPERATOR: Bulldozer.....	\$ 12.88	0.00
OPERATOR: Crane.....	\$ 14.88	3.17
OPERATOR: Grader/Blade.....	\$ 15.00	2.84
OPERATOR: Loader.....	\$ 13.38	0.00
OPERATOR: Mechanic.....	\$ 13.83	2.19
OPERATOR: Roller.....	\$ 10.50	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.00	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 11.07	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 11.00	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

EXHIBIT "8"

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

General Decision Number: FL140234 02/07/2014 FL234

Superseded General Decision Number: FL20130293

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	02/07/2014

* ELEC0915-004 12/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 25.13	34.54+\$0.25

SUFL2013-052 08/19/2013		

	Rates	Fringes
CARPENTER.....	\$ 15.68	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 13.97	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.57	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 15.38	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER: Asphalt, Includes Raker, Shovelers, Spreader and Distributor.....	\$ 14.05	0.00
LABORER: Common or General.....	\$ 10.55	0.00
LABORER: Flagger.....	\$ 13.09	0.00
LABORER: Grade Checker.....	\$ 14.66	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58	0.00
LABORER: Pipelayer.....	\$ 13.46	0.00
LABORER: Laborer-Cones/		

<http://www.wdol.gov/wdol/scafiles/>

2/14/2014

EXHIBIT "8"

Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 11.36	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.96	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.91	0.00
OPERATOR: Bulldozer.....	\$ 15.23	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 22.04	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04	0.00
OPERATOR: Forklift.....	\$ 10.43	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 14.01	0.00
OPERATOR: Mechanic.....	\$ 17.52	0.00
OPERATOR: Milling Machine.....	\$ 15.63	0.00
OPERATOR: Oiler.....	\$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.88	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97	0.00
OPERATOR: Roller.....	\$ 13.01	0.00
OPERATOR: Scraper.....	\$ 12.21	0.00
OPERATOR: Screed.....	\$ 14.66	0.00
OPERATOR: Trencher.....	\$ 14.25	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 14.25	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.28	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00

<http://www.wdol.gov/wdol/scafiles/>

2/14/2014

EXHIBIT "8"

TRUCK DRIVER: Lowboy Truck.....\$ 16.25	0.00
TRUCK DRIVER: Slurry Truck.....\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....\$ 13.57	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

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Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union

<http://www.wdol.gov/wdol/scsfiles/e>

2/14/2014

EXHIBIT "8"

rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conference (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

<http://www.wdol.gov/wdol/scafiles/c/>

2/14/2014

EXHIBIT "8"

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Section 3 Information and Instructions for Contractors & Subcontractors

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

What does Section 3 require contractors and subcontractors to do?

All contracts for Section 3 covered projects in excess of \$100,000 for housing construction, rehabilitation, or other public construction are required to comply with the requirements of Section 3, and must, to the greatest extent feasible:

- Provide employment and training opportunities to Section 3 residents by meeting the percentage goals in 24 CFR 135.30(b)(3)
- Provide subcontracting opportunities to Section 3 businesses by meeting the percentage goals in 24 CFR 135.30(c)

In addition, all contracts with contractors and subcontractors for Section 3 covered projects must contain the Section 3 contract clause in the contracts of its contractors and subcontractors. The HUD mandated Section 3 language ("Section 3 Clause") may be found at 24 CFR §135.38. The Section 3 Clause may also be found within the Supplemental Conditions which are included in the bid documents. All contracts for U.S. Department of Housing and Urban Development funded projects will contain the Section 3 contract clause, regardless of whether this threshold has been met.

Volusia County Community Assistance encourages all contractors and subcontractors to extend employment and training opportunities to Section 3 residents for any new opportunities which have been created as a result of the contract award. Reporting on Section 3 opportunities is required for all contractors and subcontractors that are awarded contracts for U.S. Department of Housing and Urban Development funded projects.

What is a Section 3 Resident?

A Section 3 Resident is 1) a public housing resident, or 2) a low- or very low-income person residing in the metropolitan area or non-metropolitan county where the Section 3 covered project is expended.

What is a Section 3 business?

A Section 3 business is defined as one:

- That is 51 percent or more owned by Section 3 residents; or
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of their first employment with the business were Section 3 residents; or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded by the business to other Section 3 businesses (see first two definitions above).

Reporting

The following reporting forms are required to be submitted to Volusia County to document compliance with Section 3 regulations:

Pre-award:

- Section 3 Certification
- Section 3 Resident Certification- Required for all businesses claiming Section 3 status

Post-award:

- Section 3 Compliance Report- Existing Core Workforce List
- Section 3 New Hire Report
- Section 3 Resident Certification- for any new hires of Section 3 residents

Section 3 Resident Self-Certification Form

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD funded projects shall, to the greatest extent feasible, and consistent with existing Federal, State and County rules and regulations, be directed to low- and very low-income persons, particularly those receiving housing assistance and to businesses that provide economic opportunities to these persons.

A Section 3 Resident seeking training and employment opportunities provided by this part shall certify, and submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section 135.5.

I, _____ (Print Name) am a legal resident the United States and of Volusia County, Florida and meet the income eligibility and federal guidelines for a Section 3 Resident. I am self-certifying as a Section 3 Resident because of the following reason(s):

- ☐ I am a public housing resident leaseholder – Submit copy of lease
- ☐ I live in public housing but am not on the lease – Submit copy of lease
- ☐ I am a Section 8 voucher holder – Submit copy of voucher
- ☐ My household income does not exceed the income guidelines by family size as published at the bottom of this form – Submit copy of most recent tax return or evidence of participation in a public assistance program.

NOTE: Documentation of Section 3 Resident status must be submitted with this form

Name _____ Telephone _____

Home Address _____ (will be verified)
(Must be Street Address - Not a P.O. Box Number)

FY 2014 - HOUSEHOLD INCOME GUIDELINES - Circle line that applies to your household

Family Size	Low Income	Very-Low Income
1	\$33,100	\$18,800
2	\$34,400	\$21,500
3	\$38,700	\$24,200
4	\$42,950	\$26,850
5	\$46,400	\$29,000
6	\$49,850	\$31,150
7	\$53,300	\$33,300
8	\$56,700	\$35,450

I hereby certify that the information provided by me to be true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 Resident which may be grounds for termination of training, employment, or contracts that resulted from this certification and could subject me to punishment under the law.

Signature _____ Date _____

_____ (Print Name)

Section 3 Certification

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain federally assisted projects shall, to the greatest extent feasible, and consistent with existing Federal, State and County rules and regulations, be directed to low- and very low-income persons, particularly those receiving housing assistance and to businesses that provide economic opportunities to these persons.

Any bid/proposal response for certain federally assisted projects that do not include this completed document will be considered non-responsive and not eligible for award.

Name of business: _____
Contact person: _____ Title: _____
Address of business: _____
Telephone number: _____ Fax number: _____
E-mail address: _____
Federal Employer Identification Number/SSN: _____

1. Type of business: (Check one)

- ☐ Corporation ☐ Sole Proprietorship
☐ Partnership ☐ Joint Venture

2. Check where applicable and provide required documentation:

- ☐ I am an individual, sole proprietorship, partnership, corporation or joint venture NOT claiming a Section 3 status.
- ☐ I am an individual, sole proprietorship, partnership, corporation or joint venture claiming a Section 3 status as:
- ☐ A business that has a 51% ownership by a Section 3 qualified resident(s) (submit the following documents):
 - ☐ Section 3 Resident Self-Certification Forms
 - ☐ A business claiming 30% of current full-time workforce qualify as section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents.
 - ☐ List of all current full-time employees, and,
 - ☐ List of employees claiming Section 3 residence status and for each such employee
 - ☐ PHA/IHA Residential lease less than three years from date of employment, or
 - ☐ Other evidence of Section 3 status less than three years from day of employment.
 - ☐ A business claiming to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) above.
 - ☐ List of Section 3 subcontractor(s) and subcontract amount(s).

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____

Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

General Decision Number: FL150234 01/09/2015 FL234

Superseded General Decision Number: FL20140234

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015

* ELEC0915-004 12/01/2014

	Rates	Fringes
ELECTRICIAN.....	\$ 26.01	16%+\$5.06

SUFL2013-052 08/19/2013		

	Rates	Fringes
CARPENTER.....	\$ 15.68	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 13.97	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.57	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 15.38	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 11.36	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.05	0.00
LABORER: Common or General.....	\$ 10.55	0.00

<http://www.wdol.gov/wdol/scafiles/davisl>

1/9/2015

EXHIBIT "8"

LABORER: Flagger.....	\$ 13.09	0.00
LABORER: Grade Checker.....	\$ 14.66	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58	0.00
LABORER: Pipelayer.....	\$ 13.46	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.96	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.91	0.00
OPERATOR: Bulldozer.....	\$ 15.23	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 22.04	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04	0.00
OPERATOR: Forklift.....	\$ 10.43	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 14.01	0.00
OPERATOR: Mechanic.....	\$ 17.52	0.00
OPERATOR: Milling Machine.....	\$ 15.63	0.00
OPERATOR: Oiler.....	\$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.88	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97	0.00
OPERATOR: Roller.....	\$ 13.01	0.00
OPERATOR: Scraper.....	\$ 12.21	0.00
OPERATOR: Screed.....	\$ 14.66	0.00
OPERATOR: Trencher.....	\$ 14.25	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 14.25	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.28	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00

<http://www.wdol.gov/wdol/scafiles/davisba>

1/9/2015

EXHIBIT "8"

TRUCK DRIVER: Lowboy Truck.....\$ 16.25	0.00
TRUCK DRIVER: Slurry Truck.....\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....\$ 13.57	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

<http://www.wdol.gov/wdol/scafiles/davisb>

1/9/2015

EXHIBIT "8"

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

<http://www.wdol.gov/wdol/scafiles/davisb>

1/9/2015

EXHIBIT "8"

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

2014

EXHIBIT "9"
PART B SPECIFICATIONS

2014

09/06/2009 Page 2

EXHIBIT "9"
PART B SPECIFICATIONS

2014

2014

EXHIBIT "9"
PART B SPECIFICATIONS

FY 2017 PAVING COST

2016

ESTIMATE

Milling 1.50<2000 sq.Yds Milling 4.00>2000 sq Yds	Manhole & Stripping Quantities	ESTIMATE		Length	Width	Total Feet	Sq. Yards	Pounds	Number of Tons	Cost per Misc Stripping	Number of Manholes & W V	\$175.00 Cost for Manhole Adj.	Total Cost for Road
		Lbs. per Inch	Number										
Asphalt		1.5	3460	20	69200	7,689	1,268,667	634	86.00				54,582.67
Milling (+-) 1.5"		1.5	3460	20	69200	7,689	1,268,667	634	7.50				11,833.33
										2.50			2.50
										10.00			40.00
Terrance Village Drive													
Asphalt		1.5	1280	21	26880	2,987	482,800	248	86.00	4mhl/1wv			0.00
Milling (+-) 1.5"		1.5	1280	21	26880	2,987	482,800	248	1.50				21,158.00
										2.50			4,480.50
										1.50			5.00
										10.00			97.50
										1.50			20.00
													1,800.00
Sandy Terrance Drive													
Asphalt		1.5	960	20	19200	2,133	352,000	176	86.00	2mhl/1wv			0.00
Milling (+-) 1.5"		1.5	960	20	19200	2,133	352,000	176	1.50				15,136.00
										2.50			3,200.00
													2.50
Taylor Woods Drive													
Asphalt		1.5	540	20	10800	1200	198000	99	125.00				12,367.00
Milling (+-) 1.5"		1.5	540	20	10800	1200	198000	99	4.00				4,800.00
										2.50			5.00
Wood Acers Drive													
Asphalt		1.5	730	20	14600	1622,2222	267,666,6667	133,83	125.00				16,729.16
Milling (+-) 1.5"		1.5	730	20	14600	1622,2222	267,666,6667	133,83	4.00				6,489.88
										2.50			5.00
Wood Mar Drive													
Asphalt		1.5	480	20	9600	1088,8888	179,666,6667	89,83	125.00				11,228.75
Milling (+-) 1.5"		1.5	480	20	9600	1088,8888	179,666,6667	89,83	4.00				4,355.52
										2.50			5.00
Wood Point Terrance													
Asphalt		1.5	1635	21	34335	3815	629,475	314,7375	86.00				27,086.78
Milling (+-) 1.5"		1.5	1635	21	34335	3815	629,475	314,7375	1.50				5,722.5
										2.50			5.00

EXHIBIT "9"
PART B SPECIFICATIONS

FY 2017 PAVING COST

2014

ESTIMATE

	Manhole & Striping Quantities	Lbs. per Inch Number Inches	Length	Width	Total Feet	Sq. Yards	Pounds	Number of Tons	Cost per Misc Stripping	Number of Manholes & W V Misc Stripping	Cost for Manhole Adj.	Total Cost for Road
Milling 1.50<2000 sq. Yds												
Milling 4.00>2000 sq Yds												
Asphalt		1.5	580	20	11600	1288.88889	212888.8889	106.333333	125.00		\$175.00	13291.25
Milling (+/-)		1.5	580	20	11600	1288.88889	212888.8889	106.333333	4.00			5156.52
									2.50			2.50
									10.00			10.00
Brandon Lane												
Asphalt		1.5	1000	20	20000	2222.22222	368668.6667	183.333333	125.00	2MH/1WV		22916.25
Milling (+/-)		1.5	1000	20	20000	2222.22222	368668.6667	183.333333	1.50			3333.33
									2.50			5.00
									10.00			20.00
Acadia Point												
Asphalt		1.5	1580	20	31200	3488.66	572000	286	86.00	4rth		24596.00
Milling (+/-)		1.5	1580	20	31200	3488.66	572000	286	1.50			5200.00
12" Stop Bars	1								2.50			2.50
Reflectors	1								10.00			10.00
Crosswalk	1		35						1.50			52.50

EXHIBIT "9"
PART B SPECIFICATIONS



Master Agreement

NO. 710 3824A - 3

TERM: 2018-02-06 to 2019-02-06

Page 1 of 4

Date Issued: 03/20/2018

Vendor contact: Name: STEVE BLAIR Phone: 386-676-0200 Ext.: E-mail:		County contact: Name: RANDALL JACKSON Phone: 386-736-5967 Ext.: 2468 E-mail: WJackson@volusia.org		Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720	
Vendor Name: HALIFAX PAVING INC 860 HULL ROAD ORMOND BEACH, FL 32174		Vendor No. HAP30770000		Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720	
Solicitation Number: 15-B-05KW 5300 Award Date: 2018-01-18 Award Authorization: COUNCIL			Purchasing Kendrick Thomas Phone: 386-626-6624 Ext: E-mail: kthomas@volusia.org Payment Terms: Net 45 Days, FOB Dest, Freight allowed		
Document Description: Asphaltic Concrete & removal of existing surfaces by milling					

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	74514	TON	Asphaltic Concrete, Type S-1	0.000000
2	74514	TON	Asphaltic Concrete, Type S-3	0.000000
3	96154	SQYD	Milling of existing surfaces, per square yard	0.000000
4	96154	DAY	Milling of existing surfaces, per day	0.000000
5	91276	LNFT	Pavement Marking (with purchase of asphaltic concrete)	0.000000
6	91276	EA	Pavement Marking (with purchase of asphaltic concrete)	0.000000
7	74587	SQYD	Asphaltic Base Course	0.000000
8	74568	CUYD	Millings from jobsites, per cubic yard	0.000000

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A-" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County 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 the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.



Master Agreement

NO. 710 3824A - 3

TERM: 2018-02-06 to 2019-02-06

Page 3 of 4

Date Issued: 03/20/2018

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
9	74568	TON	Millings from jobsites, per ton	0.000000

Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

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Providing any good or service constitutes acceptance of this entire PO or MA without exception.
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Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

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Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

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Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

CHANGE ORDER NO. 1
 To Piggyback Agreement dated July 7, 2017
HALIFAX PAVING, INC., Contractor

Project: Asphaltic Concrete & Removal of Existing Surfaces by Milling

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <u>0</u>
Part "A" \$244,711.16	Substantial Completion: ___ days
Part "B" \$895,602.77	Final Completion ___ days
Contingency \$37,826.53	
TOTAL \$1,178,140.46	
Net changes from previous Change Order:	Changes in contract time from previous Change Orders:
N/A	No. <u> </u> : <u> </u> days
	___ days
Contract Price prior to this Change Order:	Contract Completion Date prior to this Change Order:
Part "A" \$244,711.16	Final Completion: February 5, 2018
Part "B" \$895,602.77	
Contingency \$37,826.53	
\$1,178,140.46	
Net Increase (decrease) of this Change Order No. <u>1</u> :	Changes in contract time requested this Change Order No. <u>1</u> : (Requires Council Approval)
Part "A" \$244,711.16	
Part "B" \$887,858.38	
Contingency <u>\$45,570.92</u>	145 days
<u>\$1,178,140.46</u>	
Contract Price with all approved Change Orders:	Contract Times with all approved Change Orders:
\$1,178,140.46	Final Completion: N/A

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 July 7, 2017.
- II. REQUIRED CHANGES: Based on the latest Roads Inventory and Condition evaluation, several roads listed in the original contract were found to be in good condition and not in need of immediate repairs. Public Works has removed those roads from the current repair list and identified other roads in need of repairs. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties. There is no change in the contract price.
- III. JUSTIFICATION:
Changes in scope require Council approval. Is this a scope change? Yes_
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Piggyback Agreement subject to a limit up to but not to exceed \$1,178,140.46. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Department Project Manager

By: _____

Printed Name: Ronny Buttrum

Title: Interim Assistant Director

Date Signed: 1/18/18

ACCEPTED BY:

Contractor

By: _____

Printed Name: Joseph Durrance VP

Title: Halifax Paving

Date Signed: 1-18-18

RECOMMENDED BY:

N/A

City's Representative

RECOMMENDED BY:

N/A

Engineer of Record

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

By: _____

Printed Name: _____

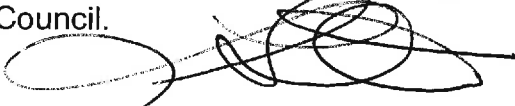
Title: _____

Date Signed: _____

APPROVED BY:

CITY OF PORT ORANGE

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

By: 

Printed Name: Lynn Stevens

Title: Interim Director of Public Works

Date Signed: 1/15/18

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

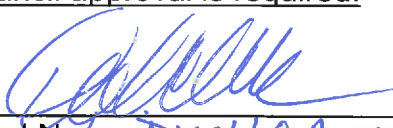
By: N/A

Printed Name: _____

Title: _____

Date Signed: _____

If Council approval is required:

By: 

Printed Name: Donald O. Burnette

Title: Mayor

Date Signed: 1/23/18

Affirmed:



Robin L. Fenwick, CMC, City Clerk

Date Signed: 1/23/18



City of Port Orange

Public Works Department

TO: M.H. Johansson, City Manager

FROM: Lynn Stevens, Public Works & Utilities Director

DATE: April 10, 2018

SUBJECT: Change Order 2 – Halifax Paving

REQUEST:

The Department of Public Works requests City Council approval of Change Order 2 to contract CA6019 with Halifax Paving to resurface additional roads using CDBG funds.

PURPOSE:

The purpose of this request is to expend CDBG funds that were recently identified as available and not currently attached to any specific project. The funds must be expended before the timeline expires.

CONSIDERATION:

On July 7, 2017, the City of Port Orange executed a Piggyback Agreement (CA6019) to the Volusia County contract with Halifax Paving to complete the FY2017 Annual Paving Program. The total cost of the initial contract was \$1,178,140.46 with an expiration date of February 5, 2018.

On January 16, 2018, Council approved Change Order 1 to the contract with Halifax Paving to extend the contract 145 days and revised the list of roads (replace those listed as “fair” or “good” with roads listed as “poor”) based on the pavement inventory and condition assessment provided by Infrastructure Management Services (IMS). Change Order 1 did not affect the contract cost.

Change Order 2 is requested to increase the contract cost with Halifax Paving for an additional \$201,501.21 to include roadways that are eligible for CDBG grant funding so that grant funds can be expended before the deadline. Total revised contract cost is \$1,379,641.67. There is no change to the contract time.

FUNDING:

CDBG 110-1904-554-6397

RECOMMENDATION:

The Department of Public Works recommends City Council approval of Change Order No. 2 to contract CA6019 with Halifax Paving for an additional \$201,501.21 to include roadways eligible for CDBG grant funding.

ANTICIPATED SCHEDULE:

Council Date May 1, 2018

ATTACHMENTS:

Original Contract with Halifax Paving

Executed Change Order 1

Draft Change Order 2

Excel spreadsheet listing CDBG eligible roads to be added

GISID	Street Number	Street Prefix	On Street	From Street	To Street	Pavement Width (ft)		Pavement Length (ft)	Pavement Area (ft2)	Surface Distress Index (SDI)		Roughness Index (RI)	Pavement Condition Index (PCI)		Structural Rating	Condition Rating	Fix All Rehabilitation Activity	Sq. Yards	Pounds	# of Tons	Asphalt Cost	Milling Cost	Base Rehabilitation Cost	Total Cost	Census Tract	Census Group
13098	1480		BAYVIEW LN	SPRUCE CREEK RD	BAYWOOD AV	18	1,208	21,743	43	71	52	1	Weak	Fair	EM/FWM + Mod Olay (2.0 - 3.0)	2,415.94	398,630.10	200.00	17,200.00	3,623.91				20,823.91	082507	3
11428	1490		BAYWOOD AV	END OF ROAD	MILLBROOK AV	20	116	2,326	41	56	46	1	Weak	Marginal	FWM + Thick Olay (> 2.0 - 3.0)	258.47	42,647.00	21.32	2,665.44	1,033.87				3,699.30	082507	3
11427	1490		BAYWOOD AV	MILLBROOK AV	GREENBRIAR AV	20	254	5,084	38	75	50	1	Weak	Fair	EM/FWM + Mod Olay (2.0 - 3.0)	564.91	93,210.33	46.61	5,825.65	2,259.64				8,085.29	082507	3
11426	1490		BAYWOOD AV	GREENBRIAR AV	BAYVIEW LN	20	278	5,553	48	70	55	1	Weak	Fair	EM/FWM + Mod Olay (2.0 - 3.0)	616.98	101,801.33	50.90	6,362.58	2,467.91				8,830.49	082507	3
13102	3820		GREENBRIAR AV	SPRUCE CREEK RD	BAYWOOD AV	18	1,210	21,777	36	66	46	1	Weak	Marginal	FWM + Thick Olay (> 2.0 - 3.0)	2,419.72	399,253.80	200.00	17,200.00	3,629.58				20,829.58	082507	3
13618	4450		JACKSON ST	SAMMS AV	CANALVIEW BLVD	18	633	11,396	38	68	48	2	Moderate	Marginal	FWM + Thick Olay (> 2.0 - 3.0)	1,266.18	208,919.70	104.46	13,057.48	5,064.72				18,122.20	082503	4
10270	7270		ROBERTS ST	ISABELLE AV	TAYLOR AV	35	258	9,027	42	59	48	2	Moderate	Marginal	FWM + Thick Olay (> 2.0 - 3.0)	1,002.94	165,485.83	82.74	7,115.89	1,504.42				8,620.31	082510	2
10272	7270		ROBERTS ST	PINELAND AV	FREDERICK AV	35	258	9,029	57	66	60	1	Weak	Fair	EM/FWM + Mod Olay (2.0 - 3.0)	1,003.18	165,524.33	82.76	7,117.55	1,504.77				8,622.31	082510	2
10271	7270		ROBERTS ST	TAYLOR AV	PINELAND AV	35	257	8,996	62	68	64	2	Moderate	Good	EM + Thin Overlay (1.5 - 2.0)	999.52	164,921.17	82.46	7,091.61	1,499.28				8,590.89	082510	2
10486	8740		SYDNEY ST	FLAGLER AV	COMMONWEALTH BLVD	20	956	19,120	49	58	52	2	Moderate	Fair	EM/FWM + Mod Olay (2.0 - 3.0)	2,124.47	350,537.00	175.27	15,073.09	3,186.70				18,259.79	082503	3
13084	8730		SYDNEY ST	WOOD ST	FLAGLER AV	20	720	14,399	61	62	61	2	Moderate	Good	EM + Thin Overlay (1.5 - 2.0)	1,599.87	263,978.00	131.99	11,351.05	2,399.80				13,750.85	082503	3
13086	9850		WOOD ST	NOVA RD	SYDNEY ST	20	1,727	34,547	50	53	51	2	Moderate	Fair	EM/FWM + Mod Olay (2.0 - 3.0)	3,838.51	633,354.33	316.68	27,234.24	5,757.77				32,992.00	082503	3
10523	9850		WOOD ST	FLAGLER AV	COMMONWEALTH BLVD	20	841	16,810	55	47	52	2	Moderate	Fair	EM/FWM + Mod Olay (2.0 - 3.0)	1,867.80	308,187.00	154.09	13,252.04	2,801.70				16,053.74	082503	3
13085	9850		WOOD ST	SYDNEY ST	FLAGLER AV	20	745	14,891	62	54	60	2	Moderate	Fair	EM/FWM + Mod Olay (2.0 - 3.0)	1,654.51	272,994.33	136.50	11,738.76	2,481.77				14,220.52	082503	3
																						-	201,501.21			



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: Yes

SUBJECT: (B7d) Reject all bids for ITB 18-15 - Hunt Club Lease

DEPARTMENT: City Manager

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to reject all bids.

SUMMARY: Staff is requesting approval to reject all bids for the Hunt Club Lease. Upon approval of rejections of bids, staff intends to extend and amend the current contract with the Smokey Hunt Club for one additional year in order to improve the possible transition plan including the removal of personal property and mitigation of costs if necessary.

In addition, staff would like to advance the timing of the bid even further than this year to January 2019. This should enhance competition and provide the ability to seal a contract well in advance of May of each year, which is typically when hunt clubs obtain their members for the year.

Staff has consulted the County, which is a managing agency along with the City of Port Orange. They are in agreement with this strategy.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 04/23/2018
Alan Rosen	Approved - 04/23/2018
James Tillman	Approved - 04/23/2018
Tracey Riehm	Approved - 04/23/2018
Margaret Roberts	Approved - 04/23/2018
Jake Johansson	Approved - 04/23/2018
Robin Fenwick	Final Approval - 04/24/2018



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: No

SUBJECT: (B8) Resolution No. 18-9 - Parks and Recreation Fees

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-9.

SUMMARY: The department reviews fees annually and makes adjustments to keep fit with market and to meet the 30% cost recovery guidelines discussed by council. Attached for your review is the fee resolution 18-9 and a memo explaining our changes. The resolution will take effect June 1, 2018. Staff recommends approval.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 18-9	Reso. No. 18-9.pdf
2.	18feememo	18feememo.doc

Susan Lovallo	Created/Initiated - 03/29/2018
Susan Lovallo	Approved - 03/29/2018
Lynn Stevens	Approved - 04/11/2018
Thomas Grimaldi	Approved - 04/16/2018
Ken Fustin	Approved - 04/20/2018
Tracey Riehm	Approved - 04/23/2018
Matthew Jones	Approved - 04/24/2018
Jake Johansson	Approved - 04/24/2018
Robin Fenwick	Final Approval - 04/24/2018

RESOLUTION NO. 18-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING REVISED FEES FOR PARKS AND RECREATION FACILITY USE, ATHLETIC PROGRAMS, SPONSORSHIPS, AND SERVICES; SUPERSEDING PRIOR RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange Recreation Department offers youth and adult athletic programs, playground programs, adult programs and classes; and

WHEREAS, the City of Port Orange incurs administrative expenses to organize these programs and activities, register participants and provide supervision; and

WHEREAS, additional costs are incurred in providing uniforms, supplies, equipment and officials for the athletic programs which are defrayed, in part, by sponsor fees and registration fees; and

WHEREAS, the City Council desires to have such costs borne by persons participating in designated programs and activities and by team sponsors; and

WHEREAS, Chapter 50 of the Code of Ordinances, City of Port Orange, Florida, authorizes the City Council to establish by resolution fees for recreation activities.

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

Section 1. The fees, rates and charges set forth in Exhibits A-D, attached hereto and incorporated herein by reference, are hereby established pursuant to the authority set forth in Chapter 50 of the Code of Ordinances.

Section 2. This resolution shall supersede Resolution No. 17-25 and any conflicting resolutions.

Section 3. The fees established in this resolution shall become effective June 1, 2018.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

Exhibit A**YOUTH PROGRAM REGISTRATION FEES**

Youth Sports	\$70		
Youth Rookie Sport	\$50		
All Stars	\$75		
Open Gym child	\$1 daily	\$45 annually	
Open Gym Student	\$2 daily	\$55 annually	
Summer Rec Elem.	\$450		
Elem. Trip Package	\$175		
Teen Camp	\$550		
Camp T- Rec	\$ fee set by OB		Joint program with Ormond Beach
Registration Late Fee	\$10		

Child= child under 18 years of age by May 1

Student= person over 18 as of May 1 with valid student ID.

ADULT PROGRAMS

Open Gym Adult	\$3 Daily	\$65 annually	
Adult Team Sport (15 game season)	\$300 PT	Plus \$30 per player	Min. 12 players
Adult Team Sport (12 game season)	\$200 PT	Plus \$30 per player	Min. 10 players
Adult Individual Sport (12 game season)	\$30pp		Add \$10 pp for indoor or evening league

PT- per team, PP- per person

SENIOR PROGRAMS

Open Gym Senior	\$2 Daily	\$55 annually	
Senior Team Sport (12 game season)	\$150PT	Plus \$30 per player	Min. 12 players
Senior Games Registration fee	\$15	\$5 each addtl. event	Golf fee set by CHGC Softball Team fee \$50
Senior Dance Fee	\$5 single	\$8 couple	

PT- per team, PP- per person, Senior = 50 as of December 31 of current year

SPECIAL PROGRAMS

Parade entry fee	\$25 (NP/NC)	\$50 (FP/C)
Get Fit	\$40 youth	\$50 Adult

(NP) – Non profit, (NC)- non commercial, (FP)- for profit, (C)- commercial

PARK & RECREATION PARTNERS PROGRAMS

Youth Sport (Half year program)	\$2,000 per year	
Youth Sport (Full year program)	\$4,000 per year	
Adult Center Annual Club Fee (indoors)	\$200 ½ building	\$400 whole
Adult Center Annual Club Fee	\$250	(outdoors)

Exhibit B**SPONSOR FEES**

Banner sponsor	\$500 per year	\$350 renewal
Scoreboard sponsor	\$3,000 for 3 years	
Youth team sponsor	\$350 per team	
Youth league Sponsor	\$1500 per league	(min. 6 teams per league)

ATHLETIC FACILITIES

Gym (1 court) per hour	\$50 (NP/NC) \$100 (FP/C)	Class- \$25 per hr.
Gym Tournament (per court)	\$300 per day (NP/NC)	\$600 per day (FP/C)
Ball Fields (1-bb or 1 soccer)	\$20 per hour (NP/NC)	\$30 per hour (FP/C)
Ball Fields Tournament (per field)	\$100 per day (NP/NC)	\$200 per day (FP/C)
Light Fee per field	\$10 per hour	\$35 Tournament per day
Hard Court with lights	\$10 per hour PC (NP/NC)	\$20 per hour PC (FP/C)
Hard Court Tournament	\$100.00 per day (Per facility) (NP/NC)	\$200.00 per day (per facility) (FP/C)
Skate Park per hour	\$15 (NP/NC)	\$30 (FP/C)
Skate Park Tournament	\$100 per day (NP/NC)	\$200 per day (FP/C)

(NP) – Nonprofit, (NC)- noncommercial, (FP)- for profit, (C)- commercial (PC)- per court

ATHLETIC SERVICES

Tournament Field Prep (initial chalk, lines, paper products, base painting) per field, Per day	\$35 per Tournament
Rental Field Prep (peak and non-peak) per field	\$10 per occurrence
Athletic Concessionaire (food, decals, photos, etc.) BLDG	\$500 per season
Athletic Concessionaire (food, decals, photos, etc.) Cart	\$200 per season
Concession Stand (nonprofit)	\$100 per day
Parks Field Staffing per employee	\$25 per hour
Part Time Staffing Per employee	\$12 per hour
Temporary Fence Rental per field	\$50

(NP) – Non profit, (NC)- non commercial, (FP)- for profit, (C)- commercial

Exhibit C**LAKESIDE CENTER**

Weekday Rate per hour	\$75 whole	\$30 Lakeview	\$50 Community Rm
Weekend Rate per hour	\$125		
Conference Rate (8:30- 5:30 weekdays only)	\$350		
Wedding Package	\$1250		
Lakeside Lawn per hour	\$10		
Lakeside Concession Per day	\$200 per day (NP/NC)		
Deposit	\$100		
Alcohol Fee	\$75		

(NP) – Nonprofit, (NC)- noncommercial

ADULT CENTER & ANNEX

A/C Weekday rate per hour	\$35 ½ building	\$70 Whole
A/C weekend rate per hour	\$125	
Annex rate per hour	\$25	
A/C Class Rental Per Hr.	\$25 ½ building	\$50 whole
Deposit	\$100	
Alcohol Fee	\$75	

SPECIAL EVENT FACILITIES

Amphitheater per hour	\$100 NP/NC	
City Center Circle per hour	\$40 NP/NC	
City Center Lake per hour	\$25 NP/NC	
City Hall Plaza and green per hour	\$50 NP/NC	
Veterans Park per hour	\$30 NP/NC	
Riverwalk Park per hour	\$40 NP/NC	

(NP) – Nonprofit, (NC)- noncommercial

ADDITIONAL VENUES

Picnic Pavilion per 3 hours Sm/Lg.	\$50 Sm	\$75 Lg.
Concessionaire Fee per day (based on event)	\$25-\$100 NP/NC	\$100- \$500 FP/C
Exhibitor Fee per day (based on event)	\$15- \$50 NP/NC	\$50- \$250 FP/C

Exhibit D**ADDITIONAL SPECIAL EVENT FEES**

Services Supplied by the City	Fee
Electrical Fee for Pedestals	\$50.00 @
Trash Cans (Rental Includes Two)	\$2.00 @
Barricades	\$2.00 @
Police Services	\$40.00 per hr.
VIPS (volunteers in police services)	N/A
Fire Services- including 1 st aid	\$55.00 per hr.
Parks, Public Works/ Public Utilities Staff	\$25.00 per hr.
Water Hook Up	\$25.00
Deposit	\$100.00
Additional Part Time Recreation staff	\$15 per hr.
Cones	\$1.00 per cone
Electronic sign board	\$65.00 per day

MEMORANDUM

To: Michael Johansson, City Manager
From: Susan L. Lovallo, Parks & Recreation Director
Date: March 27, 2018
Subj.: Fees

The Parks and Recreation Department annually reviews all rental and program fees and makes a recommendation to council as to recommended changes. Our guideline is to recover 30% of total cost for adult programs rentals and youth programs. We adjust fees to reflect this. Below is outlined the reason for the proposed changes. Please let me know if you have any questions or concerns.

Exhibit A

Allstar fee: Propose to increase fee by \$25. The current all-star fee is \$50.

Adult Individual sport: Increase fee to \$30 per player from \$25 per player.

Senior Team Sport: Increase fee from \$75 to 150 per team.

Senior Dance Fee: establish a fee for single \$5 and couple \$8 for the dances.

Get Fit : Remove youth and adult and charge one fee of \$50 per person.

Adult Center club fee: Decrease fee by \$100 for ½ building and \$200 for whole building. We have shortened the amount of time groups can use the building and we charge for part time staff separately. They will receive maximum 4 hours for each club. New fees are \$200 for ½ building and \$400 for whole building.

Adult Center club fee: Remove club fee for groups that use outdoor areas only.

Exhibit B

Ball Fields: Increase fee from \$15 to \$20 per hour for Nonprofit noncommercial and raise the for profit commercial fee from \$25 to \$30 per hour.

Hard Court Tournament: This is a new fee to cover the pickleball courts. Recommended fee is \$100 per day for nonprofit noncommercial and \$200 per day for commercial.

Skate park per hour: Remove fee

Tournament Prep: remove the word field and add per day per field.

Rental Field prep: remove peak and non-peak as all times are peak.

Parks field and Part time staffing: remove these two categories as they are addressed later in the fee resolution.

Exhibit C

Lakeside Center: Increase Weekend rate from \$100 per hour to \$125 per hour.

Lakeside Center Wedding Package: Increase fee from \$1,000 to \$1250.

Adult Center and Annex: remove annex as building has been brought off line.

Adult Center weekend rate: Increase fee from \$100 to \$125 per hour.

Adult Center annex: Remove fee.

Adult Center class: Increase fee from \$15 to \$25 per hour for half the building and increase from \$30 to \$50 per hours for whole building.

Special event Facility: Increase Amphitheater rental from \$50 per hour to \$100 per hour

City Hall plaza and green space: Increase from \$15 per hour to \$25 per hour.

Veteran Park: Increase from \$25 per hour to \$30 per hour.

Exhibit D

Cones: Add fee for cone rental to \$1.00 per cone

Electronic sign board: Add fee for use of electronic sign board to \$65 per day per board.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: Yes

SUBJECT: (B9) Concurrency and Fair-Share Agreement for Acorn Mini Storage Site Plan - Case No. 17-80000017

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION:

Move to approve the Concurrency and Fair-Share Agreement for Acorn Mini Storage Site Plan

SUMMARY: The Acorn Mini Storage facility is proposed to be located at the southwest corner of South Williamson Boulevard and Roscoe Turner Trail. The proposed Concurrency Fair-Share Agreement has been prepared in conjunction with the site plan for the development of +/- 90,100 square-foot mini warehouse and motor vehicle/boat storage facility on approximately 10.6 acres, along with associated on-site and off-site improvements.

The Trip Generation and Distribution Study completed by LTG Engineering & Planning, projects impact to the Williamson/Taylor intersection and Williamson Boulevard upon completion of the development. Based on the TIA prepared, the owner is required to make a \$ \$35,297 fair-share mitigation payment for the 37 PM peak hour trips generated per day from the development. The Concurrency and Fair-Share Agreement is to document the number of vested trips being used by the proposed facility and to mitigate the impact of the new traffic generated from the development. The fair-share mitigation payment will be credited towards the Yorktowne Boulevard Extension and Summer Trees Road projects. The Concurrency and Fair-Share Agreement has been executed by the property owner and is attached for review.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Acorn Concurrency & Fair Share	Concurrency and Fair Share Signed by Developer for 51 CC upload.pdf
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Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Approved - 04/12/2018
Approved - 04/19/2018
Approved - 04/23/2018
Final Approval - 04/23/2018

CONCURRENCY AND FAIR SHARE AGREEMENT (Transportation)

This Concurrency and Fair Share Agreement (the "Agreement") made and entered into this ____ day of _____, 2018, by and between **CITY OF PORT ORANGE, FLORIDA**, a Chartered Florida Municipality located in Volusia County, Florida whose address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"); and **Acorn Ministorage of Brevard, Inc.**, a Florida corporation whose address is 189 Sebastian Blvd., Sebastian, FL 32958, (the "Developer").

RECITALS

WHEREAS, attached to this Concurrency and Fair Share Agreement ("Agreement"), are exhibits describing in greater detail the parties hereto, real property, traffic study and transportation improvements which are referenced throughout this Agreement. The parties agree that all attached exhibits have been reviewed and previously approved by the parties and their respective professional consultants, and all cumulative information set forth or otherwise referenced therein is deemed incorporated herein by reference; and

WHEREAS, unless otherwise stated, the Developer is the owner of the real property described as Project Data on the attached **Exhibits "A-1" and "A-2"** and Developer desires to permit, develop and, if appropriate, plat the real property for the Project(s); and, in addition to other requirements, is seeking to comply with the City's concurrency and proportionate fair share requirements for roads/traffic circulation under Chapters 4 and 21 of the City's Land Development Code ("Traffic Concurrency"); and

WHEREAS, Developer desires to develop a +/- Ninety Thousand One Hundred (90,100) square-foot mini warehouse and motor vehicle/boat storage facility on approximately ten and six/tenths (10.6) acres of real property more particularly described in **Exhibit "B-1,"** attached hereto and incorporated herein by reference ("Acorn Ministorage"), which will generate 37 P.M. Peak Hour Trips;

WHEREAS, the transportation improvements ("Concurrency Improvements") described in the attached Exhibits are required in order for the Project(s) to meet minimum concurrency requirements for roads/traffic circulation to support the proposed Project(s) or, in the alternative, said Concurrency Improvements have been identified as mitigating existing transportation deficiencies within the area impacted by the Project(s); and

WHEREAS, the City and the Developer agree that the new capacity created by the Concurrency Improvements may not be the actual excess capacity of the roadway, due to the need to account for vested trips, pursuant to the City's Land Development Code, from previously approved, but unbuilt, developments; and

WHEREAS, the City has constructed or anticipates construction of Concurrency Improvements as set forth in the attached Exhibits;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

1. **Incorporation of Recitals.** The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.
2. **Offsite Construction.** The City agrees to construct, or to have constructed, the "Concurrency Improvements." Construction of the Concurrency Improvements will commence and be complete to meet concurrency requirements or mitigate transportation deficiencies within the Project area, in accordance with Chapter 4 of the City's Land Development Code, unless delay is caused for reasons outside of City's control, in which case construction will commence as soon as is reasonably practical. The City, or its designee, will be responsible for the design of the Concurrency Improvements, which design will be in accordance with the illustration shown on the Exhibit(s). All planning, permitting, and construction will be subject to the review and approval by the Florida Department of Transportation and, if applicable, the County of Volusia, and will comply with the standards and requirements established by the appropriate governmental entities. Developer will have no responsibility for maintenance or upkeep of the Concurrency Improvements.
3. For purposes of this Agreement, "reasons outside of City's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations or controls in a manner which City could not have foreseen or other similar matters or causes.
4. **Payment of Fair Share Assessment Amount.** In connection with the City's construction of the Concurrency Improvements, Developer shall pay to the City a fair share assessment, hereinafter the "Fair Share Payment." The "Fair Share Payment" shall be an amount determined by multiplying: A) the City's share of the total construction costs for the Concurrency Improvements; by B) the "Developer's Fair Share Percentage." The "Developer's Fair Share Percentage" shall be a percentage determined by a fraction, the numerator of which shall be the number of peak hour directional trips allocated to the

Project(s), and the denominator of which shall be the total peak hour directional trips provided by the Concurrency Improvements. This percentage shall then be multiplied by the City's cost of construction of the required Concurrency Improvements. The City's total construction cost shall include the actual expenses associated with the design, permitting, right-of-way acquisition, administration, and construction of the Concurrency Improvements, plus interest, if any, incurred by the City for funding the Developer's Fair Share Percentage of the Concurrency Improvements.

5. **Developer Payment.** The Developer herewith agrees to pay the Fair Share Payment to the City in the form of a certified check payable to the City of Port Orange in an amount as set forth in Development **Exhibit "A-2."** Upon the City's receipt of the payment from the Developer, the funds shall become the property of the City. The payment must be deposited with the City within 30 days of the city council's approval of this Agreement and shall be required prior to the issuance of a Development Order for the Development.
 - A. To guarantee payment of its fair share, the Developer herewith agrees to pay to the City of Port Orange the amount equal to the actual cost plus the carrying cost for debt service, if any, of the Fair Share Payment, pursuant to Chapter 21 of the Port Orange Land Development Code. Upon Developer's deposit of any payment with the City, the funds shall become the property of the City. This payment must be deposited with the City prior to the issuance of a Development Order for the Project.
 - B. The City and the Developer acknowledge that other entities, including but not limited to the Florida Department of Transportation and the County of Volusia, may participate in and contribute financially to one or more Concurrency Improvements as referenced herein, and hereinafter "Project Participant." In the event that a Project Participant reduces the amount of its proposed participation resulting in a funding shortfall for the cost of the Concurrency Improvement, then the Developer shall be responsible for the increased construction cost to the extent of the Developer's percentage share of the Concurrency Improvement. The dollar amounts reflected on the attached Project **Exhibit "A-2"** do not include the anticipated financial contributions by a Project Participant. Any adjustment will be reflected in the final accounting described in subparagraph (d) below.
 - C. The City shall have the right to make one or more adjustments to the amount of the deposit based upon increased construction costs and all associated costs of the Concurrency Improvements, hereinafter referred to as the "Adjusted Payment". In the event an Adjusted Payment is required by the City, the City shall notify Developer in writing and within twenty (20) days thereafter, the Developer shall deposit the Adjusted Payment with the City.
 - D. Upon completion of the construction, the City shall notify the Developer in writing of the total project cost. In the event the Developer's Payment exceeds the Developer's percentage share of the final construction costs upon completion

of the Concurrency Improvements, then the Developer may file a written claim with the City within ninety (90) calendar days after completion of construction for the refund of the overpayment. In the event that the Developer fails to timely claim a refund, then any overpayment shall become the property of the City. All payments less than or equal to the amount of the final construction costs shall be nonrefundable.

6. **Vested Rights in Traffic Concurrency.** The City agrees that by paying the City the Fair Share Payment, and by receiving a Development Order for the Project, Developer will be deemed to have satisfied the City's Traffic Concurrency requirements for the Project and that the Project shall be fully vested with Traffic Concurrency for purposes of development and related Project construction.
7. **Entitlement to Impact Fee Credits.** Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Fair Share Payment to the extent that Developer would be entitled to receive such credits. It is the intent of the parties that if it is determined that any portion of the road segment where the Concurrency Improvements are to be constructed is eligible for impact fee credits under the Volusia County impact fee program, then the City shall not object to the Developer seeking a reimbursement from Volusia County to the extent that the Developer has paid impact fees in respect to this Phase.
8. **Application of Agreement Limited to the Project.** Nothing herein is intended to bind the City in determining the additional trip capacity provided by the construction of the Concurrency Improvements beyond that provided to the Project in connection with the Fair Share Payment and the City expressly reserves the right to determine such available excess capacity for all future developments within its jurisdiction.
9. **Miscellaneous.**
 - A. **Attorney's Fees.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.
 - B. **Venue and Choice of Law.** In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.
 - C. **Waiver.** The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.

- D. Successors. This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.
- E. Construction of Contract. The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties as determined by the overall effect of the provisions herein.
- F. Expiration. This Agreement shall expire after Developer's payment of the Adjusted Payment, if required, based upon the final completed construction cost.
- G. Amendments. Amendment to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied (but excluding the record title property owners for land that is unaffected by the amendment), and the City. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the City Planning Commission.
- i. Notice of intent to consider an amendment to this Agreement shall be published by the City at the Developer's expense in a newspaper of general circulation and readership in Volusia County, Florida.
 - ii. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2017), as amended from time to time.
 - iii. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
 - iv. Notices of intent to consider an amendment shall specify the location of the Property subject to the proposed amendment, the nature of the proposed amendment, and such other information as the City Staff shall reasonably deem pertinent and appropriate.
 - v. All notices shall specify a place where a copy of the proposed amendment can be obtained.
- H. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

- I. Recording. Developer shall record a copy of this Agreement, at its sole cost and expense, with the Public Records of Volusia County, Florida.
- J. Binding Nature and Covenants Running With the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the referenced, "Project."
- K. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

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

IN WITNESS WHEREOF, the parties affix their signatures and seals on the dates set forth below:

WITNESSES:

CITY OF PORT ORANGE, a Florida
municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Printed Name: _____

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

Printed Name: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of November, 2018, by Donald O. Burnette, Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of November, 2018, by Robin L. Fenwick, City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

WITNESSES:

Tracy Duval

Printed Name: Tracy Duval

Tamera Kolar

Printed Name: Tamera Kolar

OWNER:

Acorn Ministorage of Brevard, Inc. a Florida corporation

By: David C. Fahmie
David C. Fahmie, President

Date: April 23, 2018

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 23 day of April 2018, by David C. Fahmie, President of Acorn Ministorage of Brevard, Inc. a Florida corporation, authorized to sign on behalf of said company. He ☒ is personally known to me OR ☐ produced _____ as identification.



SANDRA GELLINGER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG166336
Expires 12/7/2021

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

4/23
JCS



Development Exhibit A – 1
Concurrence and Fair-Share Agreement
Transportation Improvement (“TI”)

Development Data:

Development Name:	Acorn Mini-Storage
Site Address:	6250 S. Williamson Blvd. - Southwest corner of S. Williamson Boulevard and Roscoe Turner Trail
City Case No.	17-80000017
Zoning District	CC - Community Commercial
TIA Report Date	July 19, 2017
TIA Prepared by:	R. Sans Lassiter, P.E.
Name of Firm:	LTG Engineering & Planning
Est. Date of Impact	2018

Developer:

Corporate Entity	Acorn Ministorage of Brevard
Contact Person	David Fahmie
Mailing Address:	189 Sebastian Blvd., FL 32958

Land Owner:

Corporate Entity	Acorn Ministorage of Brevard
Contact Person	David Fahmie
Mailing Address:	189 Sebastian Blvd., FL 32958

Real Property

Total Acreage:	+/- 10.65 acres
Parcel Number(s):	6331-00-00-0015
Legal Description	Legible real property legal description and sketch attached as EXHIBIT B-1

Development Exhibit A - 2
Concurrency and Fair-Share Agreement
Transportation Improvement ("TI")

Traffic Impact Analysis

Development Name:	Acorn Mini-Storage
City Case No.:	17-80000017
TIA Report Date:	July 19, 2017
TIA Prepared by (Firm):	LTG Engineering & Planning
Estimated Date of Impact:	2018

Contribution Calculations: Adjusted November 28, 2017

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Subtotal Note N/A if Not Impacted [3]	Contribution with Multiplier* [3]
Summer Trees Road Extension [1] OR Book 7486 Page 1855	N/A	N/A	\$3,152,938.60	5/860	0.58%	\$18,287.04	\$18,288
Yorktowne Boulevard Extension [1] & [2] OR Book 7486 Page 1855	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1. Mitigation - Williamson Boulevard a. Caribbean Pine Way to Madeline Ave.	\$6,554,479	N/A	N/A	1/1,870	0.05	\$3,505.07	\$3,506
b. Madeline Ave to Willow Run Blvd.	\$3,280,075	N/A	N/A	1/1,870	0.05	\$1,754.05	\$1,755
c. Willow Run Blvd. to 4L Terminus N of PO Pavilion	\$7,297,138	N/A	N/A	3/1,870	0.16	\$11,706.64	\$11,707
2. Mitigation - Taylor Road (Crane Lakes Blvd. to Summer Tree Rd.)	\$3,059,329	N/A	N/A	N/A	N/A	N/A	N/A

*Financial Guarantee Multiplier

1.1	1.1	1.0
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Total Fair-Share Contribution

	\$35,256
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Fair Share Projects Dunlawton/Taylor at I-95 (PRVCF ORB 5709/4728), Dunlawton/Clyde Morris (PRVCF ORB 5709/4732, and Town West/Williamson (PVRFCF 5709/4736) are completed or fully funded.

[1] City Project Participant - *Eligible for City trans. impact fee credits*

[2] Per Chapter 4, Section 4 of the LDC, approval to a development project is subject to mitigating adverse impacts to Williamson Boulevard and Taylor Road as indicated in the TIA. The impacts resulting from the project listed above will be resolved through a mitigation payment to the Yorktowne Boulevard Extension Fair-Share project.

[3] Rounded up to nearest whole dollar

Agreement 11/04/2005-Amended 3/01/2006*; 7/11/06[4], May, 2007; October 2007, November 2009
 Finance Updated Project Cost - 5/30/07, as updated, 8/12/08, 12/22/08, 11/19/09, 1/13/2010, 2/3/2010,
 1/20/2011, 2/9/2012 and 4/8/2013
 Transportation Concurrency and Fair Share -

Planning Review:

 Date: 4-26-18

Finance Review:

 Date: 04-26-18

Exhibit B

Legal Description

A PORTION OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTH CORNER OF PARCEL "C", SPRUCE CREEK SUBDIVISION, UNIT III-E, AS RECORDED IN MAP BOOK 43, PAGES 98 THROUGH 100 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 89°59'54" EAST ALONG A LINE LYING 42.00 FEET SOUTHERLY AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 1323.93 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1358.00 FEET, A CENTRAL ANGLE OF 08°05'50" AND A CHORD BEARING OF SOUTH 85°57'11" EAST, THENCE DEPARTING SAID PARALLEL LINE AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 191.92 FEET; THENCE SOUTH 81°54'16" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1442.00 FEET, A CENTRAL ANGLE OF 08°05'50" AND A CHORD BEARING OF SOUTH 85°57'11" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 203.79 FEET; THENCE NORTH 89°59'54" EAST, A DISTANCE OF 112.41 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'54" EAST A DISTANCE OF 587.14 FEET; THENCE DEPARTING SAID PARALLEL LINE RUN SOUTH 45°29'58" EAST A DISTANCE OF 171.17 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD, AS RECORDED IN OFFICIAL RECORDS BOOK 3048, PAGES 514 AND 515 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 00°59'39" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 220.54 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1350.00, A CENTRAL ANGLE OF 31°47'14", AND A CHORD BEARING OF SOUTH 14°53'59" WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 748.97 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 33°27'24" WEST, A DISTANCE OF 231.46 FEET; THENCE NORTH 29°50'39" WEST, A DISTANCE OF 271.90 FEET; THENCE NORTH 26°53'31" WEST, A DISTANCE OF 397.46 FEET; THENCE NORTH 16°27'31" WEST, A DISTANCE OF 283.18 FEET TO THE POINT OF BEGINNING

**The Golf Club at Cypress Head
Course Cash Flow Report
March 31, 2018**

	<u>March</u>	<u>YTD</u>
EBITDA	\$52,267.78	\$112,460.71
Management Fee Expense	(6,684.04)	(40,104.24)
Depreciation & Amortization	(95.53)	(573.18)
Net Income	45,488.21	71,783.29
Working Capital Changes		
Inventory	6,751.50	3,286.31
Receivables	(550.48)	96,795.60
Payables	(9,088.06)	(8,021.39)
Due to from the City	315.64	619.41
Prepays	(10,030.29)	5,332.38
Accrued Liabilities	4,515.16	(5,104.71)
Other Liabilities	(19,322.57)	(129,136.48)
Depreciation & Amortization	95.53	573.18
Operating Cash Flow	18,174.64	36,127.59
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>18,174.64</u>	<u>36,127.59</u>
Beginning Cash	232,872.74	214,919.79
Net Cash Flows	<u>18,174.64</u>	<u>36,127.59</u>
Ending Cash	<u>251,047.38</u>	<u>251,047.38</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Six Months Ending March 31, 2018

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	144,335	671,185	1,146,664	59%	145,338	648,803	1,180,861	55%
Merchandise	7,531	33,359	63,915	52%	7,200	33,580	59,537	56%
Other Pro Shop	4,425	8,864	13,751	64%	5,097	8,450	11,927	71%
Range	3,914	19,607	35,853	55%	4,125	19,748	36,706	54%
Food and Beverage	0	0	15,788		21,793	121,455	146,600	83%
Other Operating Revenues	4,637	22,103	39,356	56%	4,613	21,003	39,944	53%
TOTAL REVENUE	164,842	755,118	1,315,327	57%	188,165	853,038	1,475,576	58%
COST OF SALES								
Merchandise	5,105	20,214	37,436	54%	4,029	19,834	38,699	51%
Food & Beverage	0	0	6,042		12,556	52,061	53,858	97%
TOTAL COGS	5,105	20,214	43,478	46%	16,585	71,895	92,557	78%
COGS - Merchandise %	67.8%	60.6%	58.6%	103.5%	56.0%	59.1%	65.0%	90.9%
COGS - Food %			38.3%		57.6%	42.9%	36.7%	116.9%
PAYROLL								
Course and Grounds	32,841	182,686	341,675	53%	27,112	146,622	375,767	39%
Carts, Range, Starters, Etc.	8,101	43,709	86,435	51%	8,126	45,616	99,348	46%
Pro Shop	3,849	22,343	42,904	52%	4,962	23,625	52,439	45%
Food and Beverage	0	0	9,850		13,338	80,502	74,205	108%
General and Administrative	10,582	64,646	133,923	48%	11,664	69,230	152,526	45%
Marketing	4,623	24,958	49,654	50%	4,776	25,666	49,611	52%
TOTAL PAYROLL	59,996	338,342	664,441	51%	69,978	391,261	803,897	49%
OPERATING EXPENSES								
Course and Grounds	26,028	122,441	252,335	49%	16,642	91,736	280,678	33%
Carts, Range, Starters, Etc.	6,855	40,754	80,327	51%	6,539	41,113	83,934	49%
Pro Shop	4,018	5,349	6,324	85%	3,732	3,791	7,954	48%
Food and Beverage	0	0	1,413		2,226	18,730	18,372	102%
General and Administrative	16,331	117,362	210,751	56%	19,408	113,321	209,750	54%
Marketing	1,584	8,731	22,941	38%	787	8,730	30,260	29%
TOTAL OPERATING EXPENSES	54,816	294,637	574,091	51%	49,334	277,421	630,948	44%
TOTAL EXPENSES	119,918	653,193	1,282,010	51%	135,897	740,577	1,527,402	48%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,713)	(34,277)	(69,411)	49%	(6,684)	(40,104)	(73,696)	54%
Depreciation & Amortization	(154)	(920)	(1,146)	80%	(96)	(573)	(4,572)	13%
TOTAL OTHER INCOME (EXPENSE)	(5,866)	(35,197)	(70,557)	50%	(6,780)	(40,677)	(78,268)	52%
NET INCOME	39,058	66,729	(37,241)	-179%	45,488	71,783	(130,094)	-55%
Paid Rounds	4,554	20,649	36,904	7%	4,605	20,234	37,150	54%
Annual Pass Rounds	796	4,706	8,095	8%	770	3,989	8,542	47%
Other Rounds	258	1,384	2,719	7%	229	1,343	2,924	46%
Total Rounds	5,608	26,739	47,718	7%	5,604	25,566	48,615	53%
Revenue/Paid Rounds	36.20	36.57	35.64	94%	40.86	42.16	39.72	106%
Revenue/Total Rounds	29.39	28.24	27.56	91%	33.58	33.37	30.35	110%

The Golf Club at Cypress Head
For the Six Months Ending March 31, 2018

	<u>03/31/18</u>	<u>09/30/17</u>	<u>03/31/17</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	214,905	191,390	88,486
Cash - Payroll	34,792	21,980	26,181
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	700	500
Total Cash	<u>251,047</u>	<u>214,920</u>	<u>116,018</u>
Accounts Receivable			
A/R Member	1,861	98,657	3,567
Total Accounts Receivable	<u>1,861</u>	<u>98,657</u>	<u>3,567</u>
Other Current Assets			
Inventory - Merchandise	14,618	13,394	19,816
Inventory - Food & Beverage	3,477	7,988	0
Prepaid Insurance	12,507	21,005	11,221
Prepaid Exp - Other	6,224	3,059	7,828
Total Other Current Assets	<u>36,827</u>	<u>45,445</u>	<u>38,865</u>
TOTAL CURRENT ASSETS	<u>289,736</u>	<u>359,022</u>	<u>158,450</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(25,956)	(25,383)	(25,156)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>10,192</u>	<u>10,765</u>	<u>10,992</u>
OTHER ASSETS:			
Deposits (in ST section of chart)	3,000	3,000	0
TOTAL OTHER ASSETS	<u>3,000</u>	<u>3,000</u>	<u>0</u>
TOTAL ASSETS	<u><u>302,928</u></u>	<u><u>372,787</u></u>	<u><u>169,442</u></u>

The Golf Club at Cypress Head
For the Six Months Ending March 31, 2018

	<u>03/31/18</u>	<u>09/30/17</u>	<u>03/31/17</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	16,557	24,579	21,355
Accts Pay - Other	22,204	21,585	(109,741)
Accrued Expenses	808	4,190	1,260
Accrued Payroll	35,237	28,213	27,062
Accrued Taxes	10,541	13,317	9,051
Accrued Interest	0	5,971	0
Deferred Revenue	145,798	274,935	153,727
TOTAL CURRENT LIABILITIES	<u>231,145</u>	<u>372,789</u>	<u>102,714</u>
 TOTAL LIABILITIES	 <u>231,145</u>	 <u>372,789</u>	 <u>102,714</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>71,782</u>	<u>(1)</u>	<u>66,728</u>
Net Retained Earnings	<u>71,782</u>	<u>(1)</u>	<u>66,728</u>
Stockholders Equity	<u>71,782</u>	<u>(1)</u>	<u>66,728</u>
TOTAL STOCKHOLDER'S EQUITY	<u>71,782</u>	<u>(1)</u>	<u>66,728</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>302,928</u></u>	 <u><u>372,787</u></u>	 <u><u>169,442</u></u>

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended March 31, 2018

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual	TOTAL
EBITDA	(22,272)	12,617	5,159	11,030	53,658	52,268	0	0	0	0	0	0	112,461
Management Fee Expense	(6,684)	(6,684)	(6,684)	(6,684)	(6,684)	(6,684)	0	0	0	0	0	0	(40,104)
Depreciation & Amortization	(154)	(154)	(154)	79	(96)	(96)	0	0	0	0	0	0	(573)
Net Income	(29,109)	5,779	(1,678)	4,425	46,879	45,488	0	0	0	0	0	0	71,783
Working Capital Changes													
Inventory	(5,003)	(788)	1,160	(1,566)	2,731	6,752	0	0	0	0	0	0	3,286
Receivables	92,946	(3,309)	8,030	(52)	(269)	(550)	0	0	0	0	0	0	96,796
Prepaid Expenses	5,498	4,924	(5,987)	5,169	5,169	(10,030)	0	0	0	0	0	0	5,332
Payables	2,568	3,075	(15,439)	2,596	8,267	(9,088)	0	0	0	0	0	0	(8,021)
Due to from the City	319	0	245	(114)	(146)	316	0	0	0	0	0	0	619
Accrued Expenses	(24,223)	(2,164)	1,918	5,361	9,488	4,515	0	0	0	0	0	0	(5,105)
Deferred Revenues	(51,870)	(9,383)	(11,204)	(16,429)	(20,927)	(19,323)	0	0	0	0	0	0	(129,136)
Depreciation & Amortization	154	154	154	(79)	96	96	0	0	0	0	0	0	573
Operating Cash Flow	(8,721)	(1,712)	(22,212)	(689)	51,287	18,175	0	0	0	0	0	0	36,128
Investing Activities													
Financing Activities													
Net Cash Flows	(8,721)	(1,712)	(22,212)	(689)	51,287	18,175	0	0	0	0	0	0	36,128
Beginning Cash	214,920	206,199	204,487	182,275	181,586	232,873	251,047	225,110	225,110	225,110	225,110	225,110	2,598,936
Net Cash Flows	(8,721)	(1,712)	(22,212)	(689)	51,287	18,175	0	0	0	0	0	0	36,128
Ending Cash	206,199	204,487	182,275	181,586	232,873	251,047	251,047	225,110	225,110	225,110	225,110	225,110	2,635,064

The Golf Club at Cypress Head
Summary of All Units
For the Six Months Ending March 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
86,695	84,139	103%	83,306	104%	Green Fees	391,839	399,170	98%	395,218	99%	703,233	667,133
58,643	61,028	96%	61,028	96%	Cart Fee	256,964	275,967	93%	275,967	93%	477,628	457,149
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	30
3,908	3,460	113%	3,460	113%	Handicap Fee	4,069	4,440	92%	4,440	92%	4,538	4,259
769	465	165%	465	165%	Lessons	2,861	2,874	100%	2,874	100%	4,480	5,258
420	500	84%	500	84%	Rental Clubs	1,520	1,550	98%	1,550	98%	2,909	2,820
7,200	5,531	130%	7,531	96%	Retail	33,580	31,359	107%	33,359	101%	59,537	64,106
4,125	3,914	105%	3,914	105%	Range	19,748	19,607	101%	19,607	101%	36,706	35,993
10,483	13,200	79%	0	0%	Food & Beverage	63,318	88,400	72%	0	0%	88,400	71,715
7,363	5,500	134%	0	0%	Beer	34,326	33,000	104%	0	0%	33,000	39,847
3,341	3,000	111%	0	0%	Liquor	19,723	20,900	94%	0	0%	20,900	21,269
606	500	121%	0	0%	Wine	3,896	4,300	91%	0	0%	4,300	4,220
0	0	0%	0	0%	F&B Other	191	0	0%	0	0%	0	191
4,613	4,683	98%	4,637	99%	City Surcharge R & R	21,003	22,324	94%	22,103	95%	39,944	38,256
188,165	185,921	101%	164,842	114%	Total Revenues	853,038	903,892	94%	755,118	113%	1,475,576	1,413,246
COST OF GOODS SOLD												
4,029	3,595	112%	5,105	79%	COGS - Merchandise	19,834	20,383	97%	20,214	98%	38,699	37,056
6,657	5,016	133%	0	0%	COGS - Food & Beverage	28,499	33,358	85%	0	0%	33,358	31,065
4,452	2,475	181%	0	0%	COGS - Beer	16,790	13,430	125%	0	0%	13,430	19,459
1,283	1,080	119%	0	0%	COGS - Liquor	5,317	5,858	91%	0	0%	5,858	6,025
134	180	75%	0	0%	COGS - Wine	1,455	1,212	120%	0	0%	1,212	1,554
16,585	12,346	134%	5,105	325%	Total COGS	71,895	74,241	97%	20,214	356%	92,557	95,160
171,580	173,575	99%	159,737	107%	GROSS MARGIN	781,143	829,651	94%	734,905	106%	1,383,019	1,318,086
55.96%	65.00%	86.09%	67.79%	82.55%	COGS - Merchandise %	59.06%	65.00%	90.87%	60.59%	97.47%	65.00%	693.37%
63.51%	38.00%	167.12%	0.00%	0.00%	COGS - Food & Beverage %	45.01%	37.74%	119.28%	0.00%	0.00%	37.74%	303.75%
60.87%	45.00%	135.27%	0.00%	0.00%	COGS - Beer %	48.91%	40.70%	120.19%	0.00%	0.00%	40.70%	334.81%
38.39%	36.00%	106.64%	0.00%	0.00%	COGS - Liquor %	26.96%	28.03%	96.17%	0.00%	0.00%	28.03%	206.65%
22.13%	36.00%	61.46%	0.00%	0.00%	COGS - Wine %	37.35%	28.19%	132.53%	0.00%	0.00%	28.19%	261.56%
57.62%	39.42%	146.16%	0.00%	0.00%	COGS - All Food & Bev	42.93%	36.74%	116.86%	0.00%	0.00%	36.74%	295.00%
PAYROLL												
18,842	20,854	90%	20,876	90%	Gross Payroll - Salaried	101,092	125,122	81%	122,682	82%	250,243	210,566
6,607	5,100	130%	0	0%	Gross Kitchen Payroll - Salaried	33,256	30,300	110%	0	0%	30,300	38,256
27,920	29,252	95%	28,062	99%	Gross Payroll - Hourly	155,343	171,735	90%	152,547	102%	344,414	305,669
4,708	6,500	72%	0	0%	Gross Kitchen Payroll - Hourly	34,550	31,500	110%	0	0%	31,500	38,307
58,077	61,705	94%	48,939	119%	S/T Wages	324,240	358,657	90%	275,228	118%	656,457	592,798
4,871	4,783	102%	3,734	130%	Payroll Tax - FICA	23,724	27,360	87%	20,705	115%	50,141	44,196
429	690	62%	427	100%	Payroll Tax - UC	2,325	4,963	47%	2,536	92%	7,216	3,840
1,061	1,165	91%	788	135%	Payroll Tax - WC	6,148	6,624	93%	5,073	121%	12,064	11,285
5,539	7,127	78%	6,108	91%	Benefits	34,823	41,259	84%	34,800	100%	78,017	65,240
11,901	13,765	86%	11,057	108%	S/T Adders	67,020	80,204	84%	63,114	106%	147,439	124,561
69,978	75,471	93%	59,996	117%	TOTAL PAYROLL	391,261	438,861	89%	338,342	116%	803,897	717,360
OPERATING EXPENSES												
0	50	0%	0	0%	Bar Supplies	144	1,050	14%	0	0%	1,050	406
135	110	123%	110	123%	Cart Supplies	750	1,239	61%	1,239	61%	2,502	1,287
422	850	50%	0	0%	Chemicals	3,086	6,250	49%	0	0%	11,200	3,086
9	145	6%	144	6%	Course Accessories	502	7,332	502	3,349	15%	5,293	1,468
244	600	41%	0	0%	Dining Room Supplies	4,027	2,550	158%	0	0%	2,550	4,194
2,311	2,664	87%	4,420	52%	Fertilizer	12,019	20,426	59%	20,050	60%	38,785	20,259
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	750	0
0	1,355	0%	1,342	0%	Fuel	4,919	7,521	65%	5,466	90%	15,034	12,283
0	259	0%	880	0%	Fungicides	850	2,873	30%	3,607	24%	6,363	2,456
315	3,300	10%	2,063	15%	Herbicides	7,641	13,165	58%	10,381	74%	28,748	15,396
823	3,900	21%	6,199	13%	Insecticides	2,469	8,898	28%	13,038	19%	21,533	21,174
703	413	170%	413	170%	Janitorial Supplies	3,086	1,809	171%	1,659	186%	4,233	4,913
150	200	75%	0	0%	Kitchen Supplies	974	1,350	72%	0	0%	1,350	1,228
258	200	129%	0	0%	Laundry/Linens	1,465	1,650	89%	0	0%	1,650	1,542
0	0	0%	0	0%	Laundry/Uniforms	1,212	209	581%	209	581%	1,282	2,035
331	446	74%	396	84%	Office Supplies	3,946	2,318	170%	1,998	197%	3,986	5,796
0	0	0%	0	0%	Range Balls	1,325	1,455	91%	1,455	91%	3,055	2,385
0	433	0%	433	0%	Range Equipment	501	1,189	42%	889	56%	1,789	778
0	0	0%	0	0%	Range Expenses	0	0	0%	0	0%	0	0
0	800	0%	0	0%	Sand/Topdress	2,042	5,400	38%	4,206	49%	14,959	6,865
1,530	0	0%	0	0%	Seeds/Trees	4,444	4,444	34%	4,400	35%	4,444	1,530
0	0	0%	0	0%	Small Tools	221	617	36%	611	36%	821	1,010
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	0	0%	0	0%	842	800
0	0	0%	0	0%	Supplies	249	878	28%	878	28%	1,777	298
27	0	8917%	(68)	-40%	Tournament Expense	(252)	0	-76285%	(493)	51%	500	45
79	200	39%	321	25%	Alarm System	730	1,427	51%	2,198	33%	2,215	1,545

The Golf Club at Cypress Head
Summary of All Units
For the Six Months Ending March 31, 2018

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	550	0
0	100	0%	0	0%	Cart Repairs	589	633	93%	33	1777%	1,233	589
151	151	100%	151	100%	Computer Service	909	1,420	64%	1,420	64%	2,969	2,574
812	812	100%	0	0%	Contract Cleaning	4,925	4,872	101%	0	4,872	0	5,304
0	0	0%	0	0%	Guest Relations	64	0	-106500%	32	200%	0	64
3,705	3,874	96%	3,874	96%	Handicap Expense	3,705	4,174	89%	4,174	89%	4,360	4,264
0	0	0%	0	0%	Indoor Plant Maint	0	0	0%	0	0%	100	0
2,114	1,039	204%	632	334%	Irrigation	3,701	3,372	110%	1,656	224%	6,422	7,818
0	50	0%	0	0%	Lesson Expense	0	200	0%	0	0%	426	0
0	125	0%	0	0%	Pest Control	375	750	50%	0	0%	750	500
1,550	2,450	63%	2,560	61%	Repair & Maint - Equipment	10,864	14,179	77%	13,235	82%	26,348	26,888
358	100	359%	10	3432%	Repair & Maint - Building	1,618	1,764	92%	2,344	69%	3,807	2,944
5,356	5,356	100%	5,356	100%	Cart Lease	32,134	32,134	100%	32,134	100%	64,268	64,268
5,466	5,466	100%	4,886	112%	Equipment Lease	32,806	32,797	100%	29,318	112%	64,692	62,274
168	168	100%	168	100%	Off-Site Storage	1,008	1,008	100%	1,008	100%	2,016	2,016
1,240	1,147	108%	1,145	108%	Utilities - Electric	7,092	6,311	112%	6,298	113%	13,296	14,166
612	600	102%	0	0%	Utilities - Gas	5,237	3,600	145%	0	0%	3,600	5,237
3,681	4,363	84%	4,340	85%	Utilities - Other	19,083	24,797	77%	24,690	77%	46,571	47,575
258	250	103%	249	103%	Utilities - Telephone/Fax	1,053	1,544	68%	1,543	68%	3,037	2,705
236	270	87%	267	88%	Utilities - Water	1,360	1,517	90%	1,502	91%	2,887	2,925
787	2,084	38%	1,584	50%	Advertising & Promotion	8,787	12,719	69%	7,719	114%	26,647	20,496
505	516	98%	516	98%	Bank Charges	2,796	2,389	117%	3,124	90%	4,240	5,741
(269)	0	-179433%	(443)	61%	Cash Short/(Over)	(1,500)	0	889089%	(284)	563%	0	(2,012)
150	200	75%	125	120%	Cell Phone	1,142	1,200	95%	1,075	106%	2,400	2,167
4,613	4,683	99%	4,637	99%	City Surcharge R & R	21,003	22,322	94%	22,103	95%	39,942	38,256
0	0	0%	0	0%	Copier/Photocopies	0	108	0%	18	0%	442	693
3,668	2,574	143%	2,574	143%	Credit Card Discounts	16,351	14,127	116%	14,127	116%	27,270	26,634
0	0	0%	0	0%	Donations	316	0	632000%	(267)	-118%	200	316
0	0	0%	0	0%	Dues & Subscriptions	200	220	91%	220	91%	1,179	1,019
0	0	0%	(50)	0%	Education & Training	0	579	0%	525	0%	779	0
0	80	0%	80	0%	Employee Relations	1,086	1,371	79%	1,371	79%	2,096	1,436
(11)	90	-12%	89	-12%	Employee Testing	93	326	29%	322	29%	440	384
4,341	3,974	109%	3,858	113%	Insurance Expense	26,048	23,846	109%	23,150	113%	47,691	50,811
0	40	0%	27	0%	Member Relations	0	238	0%	65	0%	478	0
57	64	90%	64	90%	Messenger Service - Fedex	199	168	119%	168	119%	379	223
0	0	0%	0	0%	Miscellaneous	(57)	0	0%	864	-7%	0	2,443
0	0	0%	0	0%	O/S - Accounting	12,000	12,500	96%	12,000	100%	12,500	12,000
0	0	0%	0	0%	O/S - Legal	720	0	0%	0	0%	80	720
0	0	0%	0	0%	O/S - Legal-Mgmt Contracts	0	0	0%	0	0%	0	56
0	0	0%	0	0%	O/S - Other	0	0	0%	350	0%	9,842	12,600
429	448	96%	448	96%	Payroll Processing Fee	3,357	2,698	124%	6,239	54%	5,398	7,507
87	9	923%	9	923%	Postage/Shipping	658	234	281%	234	281%	801	1,362
(30)	(30)	100%	(30)	100%	Tax/Licenses/Fees	(180)	123	-146%	120	-150%	(82)	30
0	0	0%	0	0%	Theft Loss	82	0	0%	0	0%	0	82
0	0	0%	75	0%	Travel - Meals	1,570	0	0%	1,433	110%	0	1,846
1,963	1,108	177%	958	205%	Travel - Other	2,778	7,435	37%	5,435	51%	16,914	7,000
0	0	0%	0	0%	Website Expenses	0	0	0%	0	0%	2,400	0
0	0	0%	0	0%	Employee Meals	113	0	0%	0	0%	0	173
49,334	58,089	85%	54,816	90%	TOTAL OPERATING EXPENSES	277,421	328,124	85%	294,637	94%	630,948	556,875
52,268	40,015	131%	44,924	116%	EBITDA	112,461	62,666	179%	101,926	110%	(51,825)	43,851
6,684	6,570	102%	5,713	117%	Management Fee	40,104	39,419	102%	34,277	117%	73,696	75,238
6,684	6,570	102%	5,713	117%	Management Fees	40,104	39,419	102%	34,277	117%	73,696	75,238
23	98	24%	37	63%	Deprec - Mach & Equip	139	588	24%	221	63%	1,176	195
72	283	26%	117	62%	Deprec - Buildings	434	1,698	26%	698	62%	3,396	605
96	381	25%	154	62%	S/T DEPR. & AMORT	573	2,286	25%	920	62%	4,572	800
45,488	33,065	138%	39,058	116%	NET INCOME	71,783	20,960	342%	66,729	108%	(130,094)	(32,187)

The Golf Club at Cypress Head
Course & Grounds
For the Six Months Ending March 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
86,695	84,139	103%	83,306	104%	Green Fees	391,839	399,170	98%	395,218	99%	703,233	667,133
4,613	4,683	98%	4,637	99%	City Surcharge R & R	21,003	22,324	94%	22,103	95%	39,944	38,256
91,308	88,823	103%	87,943	104%	Total Revenues	412,842	421,494	98%	417,321	99%	743,178	705,389
91,308	88,823	103%	87,943	104%	GROSS MARGIN	412,842	421,494	98%	417,321	99%	743,178	705,389
PAYROLL												
6,984	8,083	86%	9,075	77%	Gross Payroll - Salaried	33,657	48,500	69%	53,414	63%	97,000	69,510
15,368	17,670	87%	17,300	89%	Gross Payroll - Hourly	88,295	103,743	85%	93,086	95%	208,055	181,700
22,352	25,754	87%	26,376	85%	S/T Wages	121,951	152,243	80%	146,500	83%	305,055	251,209
1,792	1,970	91%	1,894	95%	Payroll Tax - FICA	8,730	11,647	75%	10,385	84%	23,337	18,156
178	358	50%	252	71%	Payroll Tax - UC	811	1,376	59%	1,393	58%	2,330	1,457
361	471	77%	400	90%	Payroll Tax - WC	2,254	2,781	81%	2,542	89%	5,573	4,641
2,429	3,289	74%	3,920	62%	Benefits	12,875	19,736	65%	21,866	59%	39,472	30,147
4,761	6,088	78%	6,465	74%	S/T Adders	24,670	35,540	69%	36,186	68%	70,712	54,402
27,112	31,842	85%	32,841	83%	TOTAL PAYROLL	146,622	187,782	78%	182,686	80%	375,767	305,611
OPERATING EXPENSES												
422	850	50%	0	0%	Chemicals	3,086	6,250	49%	0	0%	11,200	3,086
9	145	6%	144	6%	Course Accessories	502	3,732	13%	3,349	15%	5,293	1,468
2,311	2,664	87%	4,420	52%	Fertilizer	12,019	20,426	59%	20,050	60%	38,785	20,259
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	750	0
0	1,355	0%	1,342	0%	Fuel	4,919	7,521	65%	5,466	90%	15,034	12,283
0	259	0%	880	0%	Fungicides	850	2,873	30%	3,607	24%	6,363	2,456
315	3,300	10%	2,063	15%	Herbicides	7,641	13,165	58%	10,381	74%	28,748	15,396
823	3,900	21%	6,199	13%	Insecticides	2,469	8,898	28%	13,038	19%	21,533	21,174
0	800	0%	0	0%	Sand/Topdress	2,042	5,400	38%	4,206	49%	14,959	6,865
1,530	0	0%	0	0%	Seeds/Trees	1,530	4,444	34%	4,400	35%	4,444	1,530
0	0	0%	0	0%	Small Tools	221	617	36%	611	36%	821	1,010
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	0	0%	0	0%	842	800
2,114	1,039	204%	632	334%	Irrigation	3,701	3,372	110%	1,656	224%	6,422	7,818
1,550	2,300	67%	2,560	61%	Repair & Maint - Equipment	10,079	11,478	88%	11,257	90%	22,304	25,031
0	100	0%	10	0%	Repair & Maint - Building	100	600	17%	10	959%	1,200	100
5,316	5,316	100%	4,886	109%	Equipment Lease	31,897	31,897	100%	29,318	109%	63,792	61,214
192	192	100%	190	101%	Utilities - Electric	1,278	1,307	98%	1,294	99%	2,610	2,786
1,704	2,316	74%	2,293	74%	Utilities - Other	7,413	10,807	69%	10,700	69%	19,255	21,301
102	104	99%	103	100%	Utilities - Telephone/Fax	510	605	84%	599	85%	1,171	1,117
236	270	87%	267	88%	Utilities - Water	1,360	1,517	90%	1,502	91%	2,887	2,925
0	0	0%	(50)	0%	Education & Training	0	429	0%	375	0%	429	0
(11)	90	-12%	89	-12%	Employee Relations	0	0	0%	0	0%	201	0
0	0	0%	0	0%	Employee Testing	93	326	29%	322	29%	440	384
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	9,842	12,600
0	0	0%	0	0%	Tax/Licenses/Fees	0	303	0%	300	0%	303	0
26	50	53%	0	0%	Travel - Other	26	300	9%	0	0%	851	26
16,642	25,049	66%	26,028	64%	TOTAL OPERATING EXPENSES	91,736	136,267	67%	122,441	75%	280,678	221,630
47,554	31,932	149%	29,074	164%	EBITDA	174,484	97,445	179%	112,194	156%	86,733	178,148
47,554	31,932	149%	29,074	164%	NET INCOME	174,484	97,445	179%	112,194	156%	86,733	178,148

The Golf Club at Cypress Head
Carts
For the Six Months Ending March 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
58,643	61,028	96%	61,028	96%	REVENUES	256,964	275,967	93%	275,967	93%	477,628	457,149
58,643	61,028	96%	61,028	96%	Cart Fee	256,964	275,967	93%	275,967	93%	477,628	457,149
58,643	61,028	96%	61,028	96%	Total Revenues	256,964	275,967	93%	275,967	93%	477,628	457,149
					GROSS MARGIN	256,964	275,967	93%	275,967	93%	477,628	457,149
7,323	7,569	97%	7,291	100%	PAYROLL	41,072	44,437	92%	39,283	105%	89,117	79,440
7,323	7,569	97%	7,291	100%	Gross Payroll - Hourly	41,072	44,437	92%	39,283	105%	89,117	79,440
					S/T Wages	41,072	44,437	92%	39,283	105%	89,117	79,440
589	579	102%	582	101%	Payroll Tax - FICA	3,274	3,399	96%	3,106	105%	6,817	6,273
84	157	53%	106	79%	Payroll Tax - UC	462	745	62%	564	82%	1,674	1,063
121	138	87%	114	106%	Payroll Tax - WC	754	812	93%	714	106%	1,628	1,462
9	9	101%	9	106%	Benefits	54	55	98%	42	128%	111	103
803	884	91%	811	99%	S/T Adders	4,544	5,012	91%	4,426	103%	10,231	8,902
8,126	8,453	96%	8,101	100%	TOTAL PAYROLL	45,616	49,448	92%	43,709	104%	99,348	88,342
135	110	123%	110	123%	OPERATING EXPENSES	750	1,239	61%	1,239	61%	2,502	1,287
0	100	0%	0	0%	Cart Supplies	589	633	93%	33	1777%	1,233	589
5,356	5,356	100%	5,356	100%	Cart Repairs	32,134	32,134	100%	32,134	100%	64,268	64,268
1,048	956	110%	956	110%	Cart Lease	5,814	5,004	116%	5,004	116%	10,486	11,380
6,539	6,521	100%	6,421	102%	Utilities - Electric	39,286	39,010	101%	38,410	102%	78,490	77,523
43,979	46,054	95%	46,505	95%	TOTAL OPERATING EXPENSES	172,061	187,509	92%	193,848	89%	299,790	291,284
43,979	46,054	95%	46,505	95%	EBITDA	172,061	187,509	92%	193,848	89%	299,790	291,284
					NET INCOME	172,061	187,509	92%	193,848	89%	299,790	291,284

The Golf Club at Cypress Head
Range
For the Six Months Ending March 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
4,125	3,914	105%	3,914	105%	REVENUES							
4,125	3,914	105%	3,914	105%	Range	19,748	19,607	101%	19,607	101%	36,706	35,993
4,125	3,914	105%	3,914	105%	Total Revenues	19,748	19,607	101%	19,607	101%	36,706	35,993
4,125	3,914	105%	3,914	105%	GROSS MARGIN	19,748	19,607	101%	19,607	101%	36,706	35,993
0	0	0%	0	0%	OPERATING EXPENSES							
0	433	0%	433	0%	Range Balls	1,325	1,455	91%	1,455	91%	3,055	2,385
0	0	0%	0	0%	Range Equipment	501	1,189	42%	889	56%	1,789	778
0	0	0%	0	0%	Range Expenses	0	0	0%	0	0%	0	0
0	0	0%	0	0%	Repair & Maint - Equipment	0	300	0%	0	0%	600	0
0	433	0%	433	0%	TOTAL OPERATING EXPENSES	1,826	2,944	62%	2,344	78%	5,444	3,163
4,125	3,481	119%	3,481	119%	EBITDA	17,921	16,664	108%	17,264	104%	31,262	32,830
4,125	3,481	119%	3,481	119%	NET INCOME	17,921	16,664	108%	17,264	104%	31,262	32,830

The Golf Club at Cypress Head
F & B Cafe
For the Six Months Ending March 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
10,483	13,200	79%	0	0%	Food & Beverage	63,318	88,400	72%	0	0%	88,400	71,715
7,363	5,500	134%	0	0%	Beer	34,326	33,000	104%	0	0%	33,000	39,847
3,341	3,000	111%	0	0%	Liquor	19,723	20,900	94%	0	0%	20,900	21,269
606	500	121%	0	0%	Wine	3,896	4,300	91%	0	0%	4,300	4,220
0	0	0%	0	0%	F&B Other	191	0	0%	0	0%	0	191
21,793	22,200	98%	0	0%	Total Revenues	121,455	146,600	83%	0	0%	146,600	137,242
COST OF GOODS SOLD												
6,657	5,016	133%	0	0%	COGS - Food & Beverage	28,499	33,358	85%	0	0%	33,358	31,065
4,482	2,475	181%	0	0%	COGS - Beer	16,790	13,430	125%	0	0%	13,430	19,459
1,283	1,080	119%	0	0%	COGS - Liquor	5,317	5,858	91%	0	0%	5,858	6,025
134	180	75%	0	0%	COGS - Wine	1,455	1,212	120%	0	0%	1,212	1,554
12,556	8,751	143%	0	0%	Total COGS	52,061	53,858	97%	0	0%	53,858	58,104
9,237	13,449	69%	0	0%	GROSS MARGIN	69,393	92,742	75%	0	0%	92,742	79,139
63.51%	38.00%	167.12%	0.00%	0.00%	COGS - Food & Beverage %	45.01%	37.74%	119.28%	0.00%	0.00%	37.74%	303.75%
60.87%	45.00%	135.27%	0.00%	0.00%	COGS - Beer %	48.91%	40.70%	120.19%	0.00%	0.00%	40.70%	334.81%
38.39%	36.00%	106.64%	0.00%	0.00%	COGS - Liquor %	26.96%	28.03%	96.17%	0.00%	0.00%	28.03%	206.65%
22.13%	36.00%	61.46%	0.00%	0.00%	COGS - Wine %	37.35%	28.19%	132.53%	0.00%	0.00%	28.19%	261.56%
57.62%	39.42%	146.16%	0.00%	0.00%	COGS - All Food & Bev	42.93%	36.74%	116.86%	0.00%	0.00%	36.74%	295.00%
PAYROLL												
6,607	5,100	130%	0	0%	Gross Kitchen Payroll - Salaried	33,256	30,300	110%	0	0%	30,300	38,256
4,708	6,500	72%	0	0%	Gross Kitchen Payroll - Hourly	34,550	31,500	110%	0	0%	31,500	38,307
11,316	11,600	98%	0	0%	S/T Wages	67,806	61,800	110%	0	0%	61,800	76,563
991	950	104%	0	0%	Payroll Tax - FICA	5,177	4,650	111%	0	0%	4,650	6,045
90	85	106%	0	0%	Payroll Tax - UC	613	2,055	30%	0	0%	2,055	707
289	250	116%	0	0%	Payroll Tax - WC	1,413	1,200	118%	0	0%	1,200	1,543
653	1,000	65%	0	0%	Benefits	5,494	4,500	122%	0	0%	4,500	5,494
2,023	2,285	89%	0	0%	S/T Adders	12,696	12,405	102%	0	0%	12,405	13,789
13,338	13,885	96%	0	0%	TOTAL PAYROLL	80,502	74,205	108%	0	0%	74,205	90,352
OPERATING EXPENSES												
0	50	0%	0	0%	Bar Supplies	144	1,050	14%	0	0%	1,050	406
244	600	41%	0	0%	Dining Room Supplies	4,027	2,550	158%	0	0%	2,550	4,194
150	200	75%	0	0%	Kitchen Supplies	974	1,350	72%	0	0%	1,350	1,228
258	200	129%	0	0%	Laundry/Linens	1,465	1,650	89%	0	0%	1,650	1,542
0	50	0%	0	0%	Office Supplies	316	300	105%	0	0%	300	316
812	812	100%	0	0%	Contract Cleaning	4,925	4,872	101%	0	0%	4,872	5,304
0	125	0%	0	0%	Pest Control	0	750	0%	0	0%	750	125
0	150	0%	0	0%	Repair & Maint - Equipment	650	1,350	48%	0	0%	1,350	650
150	150	100%	0	0%	Equipment Lease	910	900	101%	0	0%	900	1,060
612	600	102%	0	0%	Utilities - Gas	5,237	3,600	145%	0	0%	3,600	5,237
0	0	0%	0	0%	Theft Loss	82	0	0%	0	0%	0	82
2,226	2,937	76%	0	0%	TOTAL OPERATING EXPENSES	18,730	18,372	102%	0	0%	18,372	20,143
(6,328)	(3,373)	188%	0	0%	EBITDA	(29,839)	165	-18084%	0	0%	165	(31,356)
857	857	100%	0	0%	Management Fee	5,142	5,142	100%	0	0%	5,142	5,999
857	857	100%	0	0%	Management Fees	5,142	5,142	100%	0	0%	5,142	5,999
(7,185)	(4,230)	170%	0	0%	NET INCOME	(34,980)	(4,977)	703%	0	0%	(4,977)	(37,354)

The Golf Club at Cypress Head
Golf Shop
For the Six Months Ending March 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	30
3,908	3,460	113%	3,460	113%	Handicap Fee	4,069	4,440	92%	4,440	92%	4,538	4,259
769	465	165%	465	165%	Lessons	2,861	2,874	100%	2,874	100%	4,480	6,258
420	500	84%	500	84%	Rental Clubs	1,520	1,550	98%	1,550	98%	2,909	2,820
7,200	5,531	130%	7,531	96%	Retail	33,580	31,359	107%	33,359	101%	59,537	64,106
12,296	9,956	124%	11,956	103%	Total Revenues	42,030	40,223	104%	42,223	100%	71,464	77,473
COST OF GOODS SOLD												
4,029	3,595	112%	5,105	79%	COGS - Merchandise	19,834	20,383	97%	20,214	98%	38,699	37,056
4,029	3,595	112%	5,105	79%	Total COGS	19,834	20,383	97%	20,214	98%	38,699	37,056
8,267	6,361	130%	6,851	121%	GROSS MARGIN	22,196	19,840	112%	22,009	101%	32,765	40,417
55.96%	65.00%	86.09%	67.79%	82.55%	COGS - Merchandise %	59.06%	65.00%	90.87%	60.59%	97.47%	65.00%	693.37%
PAYROLL												
4,466	4,012	111%	3,471	129%	Gross Payroll - Hourly	21,384	23,556	91%	20,177	106%	47,241	39,938
4,466	4,012	111%	3,471	129%	S/T Wages	21,384	23,556	91%	20,177	106%	47,241	39,938
368	307	120%	275	134%	Payroll Tax - FICA	1,663	1,802	92%	1,584	105%	3,614	3,148
52	83	62%	49	105%	Payroll Tax - UC	194	351	55%	227	85%	721	367
76	73	103%	53	142%	Payroll Tax - WC	385	430	89%	354	109%	863	734
496	464	107%	378	131%	S/T Adders	2,242	2,583	87%	2,165	104%	5,198	4,249
4,962	4,476	111%	3,849	129%	TOTAL PAYROLL	23,625	26,139	90%	22,343	106%	52,439	44,187
OPERATING EXPENSES												
0	212	0%	212	0%	Office Supplies	89	791	11%	791	11%	892	158
0	0	0%	0	0%	Supplies	249	878	28%	878	28%	1,777	298
27	0	8917%	(68)	-40%	Tournament Expense	(252)	0	-76285%	(493)	51%	500	45
3,705	3,874	96%	3,874	96%	Handicap Expense	3,705	4,174	89%	4,174	89%	4,360	4,264
0	50	0%	0	0%	Lesson Expense	0	200	0%	0	0%	426	0
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	0	0%	0	0
3,732	4,136	90%	4,018	93%	TOTAL OPERATING EXPENSES	3,791	6,042	63%	5,349	71%	7,954	4,766
(426)	(2,251)	19%	(1,016)	42%	EBITDA	(5,220)	(12,342)	42%	(5,683)	92%	(27,628)	(8,536)
(426)	(2,251)	19%	(1,016)	42%	NET INCOME	(5,220)	(12,342)	42%	(5,683)	92%	(27,628)	(8,536)

The Golf Club at Cypress Head
G & A
For the Six Months Ending March 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
7,988	9,417	85%	7,984	100%	Gross Payroll - Salaried	46,545	56,502	82%	48,818	95%	113,004	99,862
763	0	0%	0	0%	Gross Payroll - Hourly	4,592	0	0%	0	0%	0	4,592
8,751	9,417	93%	7,984	110%	S/T Wages	51,137	56,502	91%	48,818	105%	113,004	104,455
776	720	108%	682	114%	Payroll Tax - FICA	3,372	4,322	78%	4,117	82%	8,645	7,649
9	0	0%	0	0%	Payroll Tax - UC	158	291	54%	237	67%	291	158
148	172	86%	160	93%	Payroll Tax - WC	950	1,032	92%	1,107	86%	2,065	2,080
1,980	2,377	83%	1,756	113%	Benefits	13,613	14,261	95%	10,367	131%	28,522	24,165
2,913	3,269	89%	2,598	112%	S/T Adders	18,093	19,907	91%	15,828	114%	39,522	34,052
11,664	12,686	92%	10,582	110%	TOTAL PAYROLL	69,230	76,409	91%	64,646	107%	152,526	138,506
OPERATING EXPENSES												
703	413	170%	413	170%	Janitorial Supplies	3,086	1,809	171%	1,659	186%	4,233	4,913
0	0	0%	0	0%	Laundry/Uniforms	1,212	209	581%	209	581%	1,282	2,035
331	184	180%	184	180%	Office Supplies	3,540	1,227	288%	1,207	293%	2,794	5,322
79	200	39%	321	25%	Alarm System	730	1,427	51%	2,198	33%	2,215	1,545
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	550	0
151	151	100%	151	100%	Computer Service	909	1,420	64%	1,420	64%	2,969	2,574
0	0	0%	0	0%	Guest Relations	64	0	-106500%	32	200%	0	64
0	0	0%	0	0%	Indoor Plant Maint	0	0	0%	0	0%	100	0
0	0	0%	0	0%	Pest Control	375	0	0%	0	0%	0	375
358	0	0%	0	0%	Repair & Maint - Equipment	135	1,051	13%	1,978	7%	2,094	1,207
168	168	100%	168	100%	Repair & Maint - Building	1,518	1,164	130%	2,333	65%	2,607	2,844
1,976	2,048	97%	2,048	97%	Off-Site Storage	1,008	1,008	100%	1,008	100%	2,016	2,016
155	147	106%	147	106%	Utilities - Other	11,670	13,990	83%	13,990	83%	27,316	26,274
505	516	98%	516	98%	Utilities - Telephone/Fax	542	939	58%	944	57%	1,866	1,588
(269)	0	-179433%	(443)	61%	Bank Charges	2,796	2,369	117%	3,124	90%	4,240	5,741
150	200	75%	125	120%	Cash Short/(Over)	(1,600)	0	889089%	(284)	563%	0	(2,012)
4,613	4,683	99%	4,637	99%	Cell Phone	1,142	1,200	95%	1,075	106%	2,400	2,167
0	0	0%	0	0%	City Surcharge R & R	21,003	22,322	94%	22,103	95%	39,942	38,256
3,668	2,574	143%	2,574	143%	Copier/Photocopies	0	108	0%	18	0%	442	693
0	0	0%	0	0%	Credit Card Discounts	16,351	14,127	116%	14,127	116%	27,270	26,634
0	0	0%	0	0%	Donations	316	0	632000%	(267)	-118%	200	316
0	0	0%	0	0%	Dues & Subscriptions	200	220	91%	220	91%	1,179	1,019
0	0	0%	0	0%	Education & Training	0	150	0%	150	0%	350	0
0	80	0%	80	0%	Employee Relations	1,086	1,371	79%	1,371	79%	1,895	1,436
4,341	3,974	109%	3,858	113%	Insurance Expense	26,048	23,846	109%	23,150	113%	47,691	50,811
0	40	0%	27	0%	Member Relations	0	238	0%	65	0%	478	0
57	64	90%	64	90%	Messenger Service - Fedex	199	168	119%	168	119%	379	223
0	0	0%	0	0%	Miscellaneous	0	0	0%	(36)	0%	0	0
0	0	0%	0	0%	O/S - Accounting	12,000	12,500	96%	12,000	100%	12,500	12,000
0	0	0%	0	0%	O/S - Legal	720	0	0%	0	0%	80	720
0	0	0%	0	0%	O/S - Legal-Mgmt Contracts	0	0	0%	0	0%	0	56
0	0	0%	0	0%	O/S - Other	0	0	0%	350	0%	0	0
429	448	96%	448	96%	Payroll Processing Fee	3,357	2,698	124%	6,239	54%	5,398	7,507
87	9	923%	9	923%	Postage/Shipping	658	234	281%	234	281%	801	1,362
(30)	(30)	100%	(30)	100%	Tax/Licenses/Fees	(180)	(180)	100%	(180)	100%	(385)	30
0	0	0%	75	0%	Travel - Meals	1,570	0	0%	1,433	110%	0	1,846
1,936	958	202%	958	202%	Travel - Other	2,751	6,523	42%	5,323	52%	14,850	6,974
0	0	0%	0	0%	Employee Meals	113	0	0%	0	0%	0	173
19,408	16,828	115%	16,331	119%	TOTAL OPERATING EXPENSES	113,321	112,158	101%	117,362	97%	209,750	206,710
(31,072)	(29,514)	105%	(26,913)	115%	EBITDA	(182,551)	(188,567)	97%	(182,008)	100%	(362,277)	(345,216)
5,827	5,713	102%	5,713	102%	Management Fee	34,963	34,277	102%	34,277	102%	68,554	69,240
5,827	5,713	102%	5,713	102%	Management Fees	34,963	34,277	102%	34,277	102%	68,554	69,240
23	98	24%	37	63%	Deprec - Mach & Equip	139	588	24%	221	63%	1,176	195
72	283	26%	117	62%	Deprec - Buildings	434	1,698	26%	698	62%	3,396	605
96	381	25%	154	62%	S/T DEPR. & AMORT	573	2,286	25%	920	62%	4,572	800
(36,995)	(35,608)	104%	(32,779)	113%	NET INCOME	(218,087)	(225,130)	97%	(217,205)	100%	(435,403)	(415,256)

The Golf Club at Cypress Head
Marketing
For the Six Months Ending March 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
3,870	3,353	115%	3,817	101%	Gross Payroll - Salaried	20,891	20,120	104%	20,449	102%	40,239	41,194
3,870	3,353	115%	3,817	101%	S/T Wages	20,891	20,120	104%	20,449	102%	40,239	41,194
355	257	138%	301	118%	Payroll Tax - FICA	1,509	1,539	98%	1,513	100%	3,078	2,924
17	6	272%	21	81%	Payroll Tax - UC	88	146	60%	115	76%	146	88
67	61	109%	61	109%	Payroll Tax - WC	392	368	107%	356	110%	735	826
468	451	104%	423	111%	Benefits	2,787	2,706	103%	2,525	110%	5,413	5,330
906	775	117%	806	112%	S/T Adders	4,776	4,759	100%	4,509	106%	9,372	9,168
4,776	4,128	116%	4,623	103%	TOTAL PAYROLL	25,666	24,878	103%	24,958	103%	49,611	50,362
					OPERATING EXPENSES							
787	2,084	38%	1,584	50%	Advertising & Promotion	8,787	12,719	69%	7,719	114%	26,647	20,496
0	0	0%	0	0%	Miscellaneous	(57)	0	0%	900	-6%	0	2,443
0	100	0%	0	0%	Travel - Other	0	612	0%	112	0%	1,213	0
0	0	0%	0	0%	Website Expenses	0	0	0%	0	0%	2,400	0
787	2,184	36%	1,584	50%	TOTAL OPERATING EXPENSES	8,730	13,331	65%	8,731	100%	30,260	22,940
(5,563)	(6,312)	88%	(6,207)	90%	EBITDA	(34,396)	(38,209)	90%	(33,689)	102%	(79,871)	(73,301)
(5,563)	(6,312)	88%	(6,207)	90%	NET INCOME	(34,396)	(38,209)	90%	(33,689)	102%	(79,871)	(73,301)

The Golf Club at Cypress Head
For the Six Months Ending March 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
145,338	145,168	100%	144,335	101%	Green Fees & Cart Fees	648,803	675,137	96%	671,185	97%	1,180,861	1,124,281
7,200	5,531	130%	7,531	96%	Merchandise	33,580	31,359	107%	33,359	101%	59,537	64,136
5,097	4,425	115%	4,425	115%	Other Pro Shop	8,450	8,864	95%	8,864	95%	11,927	13,337
4,125	3,914	105%	3,914	105%	Range	19,748	19,607	101%	19,607	101%	36,706	35,993
21,793	22,200	98%	0	0%	Food and Beverage	121,455	146,600	83%	0	0%	146,600	137,242
4,613	4,683	98%	4,637	99%	Other Operating Revenues	21,003	22,324	94%	22,103	95%	39,944	38,256
188,165	185,921	101%	164,842	114%	TOTAL REVENUE	853,038	903,892	94%	755,118	113%	1,475,576	1,413,246
COST OF SALES												
4,029	3,595	112%	5,105	79%	Merchandise	19,834	20,383	97%	20,214	98%	38,699	37,056
12,556	8,751	143%	0	0%	Food & Beverage	52,061	53,858	97%	0	0%	53,858	58,104
16,585	12,346	134%	5,105	325%	TOTAL COGS	71,895	74,241	97%	20,214	356%	92,557	95,160
56.0%	65.0%	86.1%	67.8%	82.6%	COGS - Merchandise %	59.1%	65.0%	90.9%	60.6%	97.5%	65.0%	693.4%
57.6%	39.4%	146.2%	0.0%	0.0%	COGS - Food %	42.9%	36.7%	116.9%	0.0%	0.0%	36.7%	295.0%
PAYROLL												
27,112	31,842	85%	32,841	83%	Course and Grounds	146,622	187,782	78%	162,686	80%	375,767	305,611
8,126	8,453	96%	8,101	100%	Carts, Range, Starters, Etc.	45,616	49,448	92%	43,709	104%	99,348	86,342
4,962	4,476	111%	3,849	129%	Pro Shop	23,625	26,139	90%	22,343	106%	52,439	44,187
13,338	13,885	96%	0	0%	Food and Beverage	80,502	74,205	108%	0	0%	74,205	90,352
11,664	12,686	92%	10,582	110%	General and Administrative	69,230	76,409	91%	64,646	107%	152,526	138,506
4,776	4,128	116%	4,623	103%	Marketing	25,666	24,878	103%	24,958	103%	49,611	50,362
69,978	75,471	93%	59,996	117%	TOTAL PAYROLL	391,261	438,861	89%	338,342	116%	803,897	717,360
OPERATING EXPENSES												
16,642	25,049	66%	26,028	64%	Course and Grounds	91,736	136,267	67%	122,441	75%	280,678	221,630
6,539	6,955	94%	6,855	95%	Carts, Range, Starters, Etc.	41,113	41,954	98%	40,754	101%	83,934	80,686
3,732	4,136	90%	4,018	93%	Pro Shop	3,791	6,042	63%	5,349	71%	7,954	4,766
2,226	2,937	76%	0	0%	Food and Beverage	18,730	18,372	102%	0	0%	18,372	20,143
19,408	16,828	115%	16,331	119%	General and Administrative	113,321	112,158	101%	117,362	97%	209,750	206,710
787	2,184	36%	1,584	50%	Marketing	8,730	13,331	65%	8,731	100%	30,260	22,940
49,334	58,089	85%	54,816	90%	TOTAL OPERATING EXPENSES	277,421	328,124	85%	294,637	94%	630,948	556,875
135,897	145,906	93%	119,918	113%	TOTAL EXPENSES	740,577	841,226	88%	653,193	113%	1,527,402	1,369,395
52,268	40,015	131%	44,924	116%	EBITDA	112,461	62,666	179%	101,926	110%	(51,825)	43,851

The Golf Club at Cypress Head
For the Six Months Ending March 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
52,268	40,015	131%	44,924	116%	EBITDA	112,461	62,666	179%	101,926	110%	(51,825)	43,851
(6,684)	(6,570)	102%	(5,713)	117%	MANAGEMENT FEES	(40,104)	(39,419)	102%	(34,277)	117%	(73,696)	(75,238)
(96)	(381)	25%	(154)	62%	OTHER INCOME (EXPENSE)	(573)	(2,286)	25%	(920)	62%	(4,572)	(800)
(96)	(381)	25%	(154)	62%	Depreciation & Amortization	(573)	(2,286)	25%	(920)	62%	(4,572)	(800)
45,488	33,065	138%	39,058	116%	TOTAL OTHER INCOME (EXPENSE)	71,783	20,960	342%	66,729	108%	(130,094)	(32,187)
					NET INCOME							
4,605	4,600	100%	4,554	101%	Paid Rounds	20,234	20,855	97%	20,649	98%	37,150	36,489
770	804	96%	796	97%	Annual Pass Rounds	3,989	4,753	84%	4,706	85%	8,542	7,378
229	261	88%	258	89%	Other Rounds	1,343	1,398	96%	1,384	97%	2,924	2,678
5,604	5,664	99%	5,608	100%	Total Rounds	25,566	27,006	95%	26,739	96%	48,615	46,545
41	40	101%	36	113%	Revenue/Paid Rounds	42	43	97%	37	115%	40	462
34	33	102%	29	114%	Revenue/Total Rounds	33	33	100%	28	118%	30	360

TRIAL BALANCE SUMMARY FOR 2017

The Golf Club at Cypress Head

General Ledger

Ranges: From: To: 3/31/2018

Date: 3/1/2018

Account: First

Last

Sorted By: Account

Include: Posting, Unit

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

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$196,260.16	\$181,489.52	\$162,844.67	\$18,644.85	\$214,905.01
	10050-5950-900	Cash - Course Payroll BMO	\$35,062.58	\$51,441.13	\$51,711.34	(\$270.21)	\$34,792.37
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10120-5950-900	Cash - New Payroll	\$0.00	\$95.00	\$95.00	\$0.00	\$0.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	10200-5950-900	Cash - F&B Bank	\$200.00	\$0.00	\$200.00	(\$200.00)	\$0.00
	11160-5950-900	A/R Member	\$1,310.85	\$16,279.71	\$15,729.23	\$550.48	\$1,861.33
	12000-5950-900	Inventory - Merchandise	\$15,321.55	\$3,325.80	\$4,028.94	(\$703.14)	\$14,618.41
	12180-5950-900	Inventory - Food	\$3,655.85	\$2,966.32	\$5,927.01	(\$2,960.69)	\$695.16
	12200-5950-900	Inventory - Beverage	\$1,023.82	\$37.79	\$730.11	(\$692.32)	\$331.50
	12220-5950-900	Inventory - Beer	\$2,375.76	\$3,017.80	\$4,515.62	(\$1,497.82)	\$877.94
	12240-5950-900	Inventory - Liquor	\$2,084.37	\$519.25	\$1,282.63	(\$763.38)	\$1,320.99
	12260-5950-900	Inventory - Wine	\$385.98	\$0.00	\$134.15	(\$134.15)	\$251.83
	13020-5950-900	Prepaid Insurance	\$8,073.10	\$8,775.00	\$4,341.35	\$4,433.65	\$12,506.75
	13040-5950-900	Prepaid Exp - Other	\$627.58	\$5,827.11	\$230.47	\$5,596.64	\$6,224.22
	13480-5950-900	Deposit - Vendors	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$3,445.26)	\$0.00	\$23.12	(\$23.12)	(\$3,468.38)
	22080-5950-900	Accum. Deprec - Buildings	(\$22,415.16)	\$0.00	\$72.41	(\$22,487.57)	(\$22,487.57)
	30000-5950-900	Accts Pay - Trade	(\$25,645.35)	\$138,279.43	\$129,191.37	\$9,088.06	(\$16,557.29)
	30040-5950-900	Accts Pay - Other	(\$21,888.59)	\$10,868.33	\$11,183.97	(\$315.64)	(\$22,204.23)
	31000-5950-900	Accrued Expenses	(\$5,798.66)	\$5,798.66	\$807.87	\$4,990.79	(\$807.87)
	31020-5950-900	Accrued Payroll	(\$26,307.79)	\$18,945.66	\$27,786.19	(\$8,840.53)	(\$35,148.32)
	31080-5950-900	Accrued Tips Payable	(\$36.00)	\$1,335.39	\$1,388.39	(\$53.00)	(\$89.00)
	31220-5950-900	Accrued Sales Tax	(\$9,928.18)	\$9,928.18	\$10,540.60	(\$612.42)	(\$10,540.60)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$4,613.05	\$4,613.05	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$1,599.57)	\$2,385.69	\$2,723.27	(\$337.58)	(\$1,937.15)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$1,860.07)	\$4,303.25	\$3,868.75	\$434.50	(\$1,425.57)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$30,545.86)	\$5,580.93	\$0.00	\$5,580.93	(\$24,964.93)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$29,999.96)	\$4,285.69	\$0.00	\$4,285.69	(\$25,714.27)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$125.14)	\$0.00	\$0.00	\$0.00	(\$125.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$22,267.90)	\$1,690.61	\$401.05	\$1,289.56	(\$20,978.34)
	32100-5950-900	Deferred Rev - Credit Books	(\$14,819.57)	\$1,253.63	\$1,379.75	(\$126.12)	(\$14,945.69)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$63,192.53)	\$9,027.50	\$933.33	\$8,094.17	(\$55,098.36)
	32220-5950-900	Deferred Rev - Founders Pass	(\$710.04)	\$101.42	\$0.00	\$101.42	(\$608.62)
	49020-5950-900	Retained Earnings - Current	\$1.17	\$0.00	\$0.00	\$0.00	\$1.17
	50000-5950-100	Green Fees - Annual Pass	(\$43,276.93)	\$0.00	\$8,750.80	(\$8,750.80)	(\$52,027.73)
	50040-5950-100	Green Fees - Member	(\$245,476.67)	\$75.50	\$73,406.99	(\$73,331.49)	(\$318,808.16)
	50070-5950-100	Green Fees - (surcharge)	(\$16,389.84)	\$4,613.05	\$9,226.10	(\$4,613.05)	(\$21,002.89)
	50500-5950-200	Cart Fee 18	(\$154,313.69)	\$0.00	\$49,615.25	(\$49,615.25)	(\$203,928.94)
	50520-5950-200	Cart Fee - Annual Trail	(\$44,007.47)	\$0.00	\$9,027.50	(\$9,027.50)	(\$53,034.97)
	52090-5950-600	Handicap Fee	(\$161.36)	\$0.00	\$3,907.64	(\$3,907.64)	(\$4,069.00)
	52150-5950-600	Lessons	(\$2,092.10)	\$0.00	\$769.00	(\$2,861.10)	(\$2,861.10)
	52280-5950-600	Rental Clubs	(\$1,100.00)	\$0.00	\$420.00	(\$420.00)	(\$1,520.00)
	52310-5950-600	Retail	(\$26,380.50)	\$0.00	\$7,199.68	(\$7,199.68)	(\$33,580.18)
	53050-5950-220	Range Pass Revenue	(\$15,622.80)	\$0.00	\$4,124.72	(\$4,124.72)	(\$19,747.52)
	54000-5950-540	Food	(\$47,594.78)	\$0.00	\$9,525.98	(\$9,525.98)	(\$57,120.76)
	54030-5950-540	Beverage	(\$5,240.67)	\$0.00	\$956.66	(\$956.66)	(\$6,197.33)
	54060-5950-540	Beer	(\$26,963.35)	\$0.00	\$7,363.13	(\$7,363.13)	(\$34,326.48)
	54090-5950-540	Liquor	(\$16,382.37)	\$0.00	\$3,340.96	(\$3,340.96)	(\$19,723.33)
	54120-5950-540	Wine	(\$3,289.62)	\$0.00	\$606.30	(\$606.30)	(\$3,895.92)
	54220-5950-540	F&B Other Income	(\$190.68)	\$0.00	\$0.00	\$0.00	(\$190.68)
	56120-5950-100	City Surcharge R & R	(\$16,389.84)	\$0.00	\$4,613.05	(\$4,613.05)	(\$21,002.89)
	60000-5950-600	COGS - Merchandise - Accessories	\$15,805.00	\$4,028.94	\$0.00	\$4,028.94	\$19,833.94
	61000-5950-540	COGS - Food	\$20,578.80	\$5,927.01	\$0.00	\$5,927.01	\$26,505.81
	61010-5950-540	COGS - Beverage	\$1,263.18	\$730.11	\$0.00	\$730.11	\$1,993.29

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	61020-5950-540	COGS - Beer	\$12,308.02	\$4,482.17	\$0.00	\$4,482.17	\$16,790.19
	61030-5950-540	COGS - Liquor	\$4,034.10	\$1,282.63	\$0.00	\$1,282.63	\$5,316.73
	61040-5950-540	COGS - Wine	\$1,321.16	\$134.15	\$0.00	\$134.15	\$1,455.31
	70000-5950-100	Gross Payroll - Salaried	\$26,673.03	\$9,236.25	\$2,252.74	\$6,983.51	\$33,656.54
	70000-5950-900	Gross Payroll - Salaried	\$38,556.22	\$10,543.30	\$2,554.95	\$7,988.35	\$46,544.57
	70000-5950-950	Gross Payroll - Salaried	\$17,020.65	\$4,878.88	\$1,008.80	\$3,870.08	\$20,890.73
	70002-5950-540	Gross Kitchen Payroll - Salaried	\$26,648.32	\$8,255.78	\$1,648.35	\$6,607.43	\$33,255.75
	70010-5950-100	Gross Payroll - Hourly	\$72,926.47	\$20,668.65	\$5,300.26	\$15,368.39	\$88,294.86
	70010-5950-200	Gross Payroll - Hourly	\$33,749.40	\$9,468.90	\$2,146.24	\$7,322.66	\$41,072.06
	70010-5950-600	Gross Payroll - Hourly	\$16,917.40	\$5,935.53	\$1,469.20	\$4,466.33	\$21,383.73
	70010-5950-900	Gross Payroll - Hourly	\$3,829.80	\$1,013.25	\$250.75	\$762.50	\$4,592.30
	70012-5950-540	Gross Kitchen Payroll - Hourly	\$29,841.53	\$6,329.41	\$1,621.19	\$4,708.22	\$34,549.75
	71000-5950-100	Payroll Tax - FICA	\$6,937.44	\$2,197.97	\$405.75	\$1,792.22	\$8,729.66
	71000-5950-200	Payroll Tax - FICA	\$2,684.93	\$746.78	\$157.96	\$588.82	\$3,273.75
	71000-5950-540	Payroll Tax - FICA	\$4,186.18	\$1,125.23	\$134.44	\$990.79	\$5,176.97
	71000-5950-600	Payroll Tax - FICA	\$1,294.29	\$463.09	\$94.60	\$368.49	\$1,662.78
	71000-5950-900	Payroll Tax - FICA	\$2,596.12	\$783.24	\$7.00	\$776.24	\$3,372.36
	71000-5950-950	Payroll Tax - FICA	\$1,153.90	\$356.50	\$1.59	\$354.91	\$1,508.81
	71010-5950-100	Payroll Tax - UC	\$633.27	\$178.15	\$0.00	\$178.15	\$811.42
	71010-5950-200	Payroll Tax - UC	\$378.56	\$83.59	\$0.00	\$83.59	\$462.15
	71010-5950-540	Payroll Tax - UC	\$522.90	\$89.71	\$0.00	\$89.71	\$612.61
	71010-5950-600	Payroll Tax - UC	\$142.08	\$51.63	\$0.00	\$51.63	\$193.71
	71010-5950-900	Payroll Tax - UC	\$148.65	\$9.11	\$0.00	\$9.11	\$157.76
	71010-5950-950	Payroll Tax - UC	\$70.88	\$16.62	\$0.00	\$16.62	\$87.50
	71020-5950-100	Payroll Tax - WC	\$1,893.12	\$360.72	\$0.00	\$360.72	\$2,253.84
	71020-5950-200	Payroll Tax - WC	\$632.66	\$120.98	\$0.00	\$120.98	\$753.64
	71020-5950-540	Payroll Tax - WC	\$1,123.38	\$289.14	\$0.00	\$289.14	\$1,412.52
	71020-5950-600	Payroll Tax - WC	\$309.54	\$75.62	\$0.00	\$75.62	\$385.16
	71020-5950-900	Payroll Tax - WC	\$801.65	\$148.28	\$0.00	\$148.28	\$949.93
	71020-5950-950	Payroll Tax - WC	\$325.93	\$66.53	\$0.00	\$66.53	\$392.46
	71030-5950-100	Benefits	\$10,445.98	\$4,716.15	\$2,286.74	\$2,429.41	\$12,875.39
	71030-5950-200	Benefits	\$44.98	\$54.01	\$44.54	\$9.47	\$54.45
	71030-5950-540	Benefits	\$4,840.81	\$1,838.87	\$1,185.78	\$653.09	\$5,493.90
	71030-5950-900	Benefits	\$11,633.23	\$3,233.93	\$1,254.30	\$1,979.63	\$13,612.86
	71030-5950-950	Benefits	\$2,318.97	\$865.03	\$397.22	\$467.81	\$2,786.78
	80050-5950-540	Bar Supplies	\$144.45	\$0.00	\$0.00	\$0.00	\$144.45
	80110-5950-200	Cart Supplies	\$614.87	\$135.39	\$0.00	\$135.39	\$750.26
	80120-5950-100	Chemicals	\$2,663.23	\$422.33	\$0.00	\$422.33	\$3,085.56
	80170-5950-100	Course Accessories	\$492.85	\$9.23	\$0.00	\$9.23	\$502.08
	80190-5950-540	Dining Room Supplies	\$3,783.54	\$243.57	\$0.00	\$243.57	\$4,027.11
	80230-5950-100	Fertilizer	\$9,708.06	\$5,782.87	\$3,471.66	\$2,311.21	\$12,019.27
	80270-5950-100	Fuel	\$4,918.55	\$0.00	\$0.00	\$0.00	\$4,918.55
	80280-5950-100	Fungicides	\$850.34	\$0.00	\$0.00	\$0.00	\$850.34
	80320-5950-100	Herbicides	\$7,326.09	\$2,015.25	\$1,700.00	\$315.25	\$7,641.34
	80370-5950-100	Insecticides	\$1,645.51	\$823.32	\$0.00	\$823.32	\$2,468.83
	80380-5950-900	Janitorial Supplies	\$2,383.62	\$702.63	\$0.00	\$702.63	\$3,086.25
	80390-5950-540	Kitchen Supplies	\$823.86	\$150.48	\$0.00	\$150.48	\$974.34
	80410-5950-540	Laundry/Linens	\$1,207.00	\$258.00	\$0.00	\$258.00	\$1,465.00
	80420-5950-900	Laundry/Uniforms	\$1,212.43	\$0.00	\$0.00	\$0.00	\$1,212.43
	80520-5950-540	Office Supplies	\$316.27	\$0.00	\$0.00	\$0.00	\$316.27
	80520-5950-600	Office Supplies	\$89.24	\$0.00	\$0.00	\$0.00	\$89.24
	80520-5950-900	Office Supplies	\$3,209.46	\$330.54	\$0.00	\$330.54	\$3,540.00
	80610-5950-220	Range Balls	\$1,325.00	\$0.00	\$0.00	\$0.00	\$1,325.00
	80620-5950-220	Range Equipment	\$501.32	\$0.00	\$0.00	\$0.00	\$501.32
	80690-5950-100	Sand/Topdress	\$2,041.86	\$0.00	\$0.00	\$0.00	\$2,041.86
	80710-5950-100	Seeds/Trees	\$0.00	\$1,529.89	\$0.00	\$1,529.89	\$1,529.89
	80730-5950-100	Small Tools	\$220.70	\$0.00	\$0.00	\$0.00	\$220.70
	80780-5950-600	Supplies	\$248.67	\$0.00	\$0.00	\$0.00	\$248.67
	80810-5950-600	Tournament Expense	(\$278.49)	\$26.75	\$0.00	\$26.75	(\$251.74)
	81010-5950-900	Alarm System	\$651.26	\$79.00	\$0.00	\$79.00	\$730.26
	81090-5950-200	Cart Repairs	\$588.50	\$0.00	\$0.00	\$0.00	\$588.50
	81130-5950-900	Computer Service	\$757.35	\$151.47	\$0.00	\$151.47	\$908.82
	81140-5950-540	Contract Cleaning - Tavern	\$4,112.78	\$812.00	\$0.00	\$812.00	\$4,924.78

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81200-5950-900	Guest Relations	\$63.90	\$0.00	\$0.00	\$0.00	\$63.90
	81220-5950-600	Handicap Expense	\$0.00	\$3,705.00	\$0.00	\$3,705.00	\$3,705.00
	81250-5950-100	Irrigation	\$1,586.50	\$2,114.39	\$0.00	\$2,114.39	\$3,700.89
	81300-5950-900	Pest Control	\$375.00	\$0.00	\$0.00	\$0.00	\$375.00
	81350-5950-100	Repair & Maint - Equipment	\$8,529.06	\$1,549.69	\$0.00	\$1,549.69	\$10,078.75
	81350-5950-540	Repair & Maint - Equipment	\$649.95	\$0.00	\$0.00	\$0.00	\$649.95
	81350-5950-900	Repair & Maint - Equipment	\$135.00	\$0.00	\$0.00	\$0.00	\$135.00
	81360-5950-100	Repair & Maint - Building	\$99.92	\$0.00	\$0.00	\$0.00	\$99.92
	81360-5950-900	Repair & Maint - Building	\$1,160.16	\$357.62	\$0.00	\$357.62	\$1,517.78
	82000-5950-200	Cart Lease	\$26,778.35	\$5,355.67	\$0.00	\$5,355.67	\$32,134.02
	82020-5950-100	Equipment Lease	\$26,580.40	\$5,316.08	\$0.00	\$5,316.08	\$31,896.48
	82020-5950-540	Equipment Lease	\$759.75	\$150.00	\$0.00	\$150.00	\$909.75
	82060-5950-900	Off-Site Storage	\$840.00	\$168.00	\$0.00	\$168.00	\$1,008.00
	83000-5950-100	Utilities - Electric	\$1,086.10	\$192.12	\$0.00	\$192.12	\$1,278.22
	83000-5950-200	Utilities - Electric	\$4,766.10	\$1,047.57	\$0.00	\$1,047.57	\$5,813.67
	83010-5950-540	Utilities - Gas	\$4,624.28	\$612.37	\$0.00	\$612.37	\$5,236.65
	83020-5950-100	Utilities - Other	\$5,708.52	\$1,704.41	\$0.00	\$1,704.41	\$7,412.93
	83020-5950-900	Utilities - Other	\$9,693.14	\$1,976.46	\$0.00	\$1,976.46	\$11,669.60
	83030-5950-100	Utilities - Telephone/Fax	\$408.01	\$102.43	\$0.00	\$102.43	\$510.44
	83030-5950-900	Utilities - Telephone/Fax	\$387.14	\$295.29	\$140.00	\$155.29	\$542.43
	83050-5950-100	Utilities - Water	\$1,124.25	\$235.88	\$0.00	\$235.88	\$1,360.13
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$7,999.95	\$812.15	\$25.38	\$786.77	\$8,786.72
	85020-5950-900	Bank Charges	\$2,291.68	\$504.61	\$0.00	\$504.61	\$2,796.29
	85050-5950-900	Cash Short/(Over)	(\$1,331.21)	\$596.26	\$865.41	(\$269.15)	(\$1,600.36)
	85060-5950-900	Cell Phone	\$992.07	\$150.00	\$0.00	\$150.00	\$1,142.07
	85070-5950-900	City Surcharge R & R	\$16,389.84	\$4,613.05	\$0.00	\$4,613.05	\$21,002.89
	85120-5950-900	Credit Card Discounts	\$12,683.30	\$3,668.13	\$0.00	\$3,668.13	\$16,351.43
	85140-5950-900	Donations	\$316.00	\$0.00	\$0.00	\$0.00	\$316.00
	85150-5950-900	Dues & Subscriptions	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00
	85190-5950-900	Employee Relations	\$1,086.39	\$0.00	\$0.00	\$0.00	\$1,086.39
	85200-5950-100	Employee Testing	\$103.90	\$0.00	\$10.50	(\$10.50)	\$93.40
	85280-5950-900	Insurance Expense	\$21,706.75	\$4,341.35	\$0.00	\$4,341.35	\$26,048.10
	85330-5950-900	Messenger Service - Fedex	\$142.46	\$57.03	\$0.00	\$57.03	\$199.49
	85340-5950-950	Miscellaneous	(\$56.55)	\$0.00	\$0.00	\$0.00	(\$56.55)
	85390-5950-900	O/S - Accounting	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
	85410-5950-900	O/S - Legal	\$720.03	\$0.00	\$0.00	\$0.00	\$720.03
	85480-5950-900	Payroll Processing Fee	\$2,927.65	\$916.44	\$487.00	\$429.44	\$3,357.09
	85490-5950-900	Postage/Shipping	\$571.38	\$86.51	\$0.00	\$86.51	\$657.89
	85610-5950-900	Tax/Licenses/Fees	(\$150.00)	\$0.00	\$30.00	(\$30.00)	(\$180.00)
	85660-5950-540	Loss/Theft	\$81.96	\$0.00	\$0.00	\$0.00	\$81.96
	85710-5950-900	Travel - Meals	\$1,569.60	\$0.00	\$0.00	\$0.00	\$1,569.60
	85720-5950-100	Travel - Other	\$0.00	\$26.37	\$0.00	\$26.37	\$26.37
	85720-5950-900	Travel - Other	\$814.95	\$1,936.34	\$0.00	\$1,936.34	\$2,751.29
	89020-5950-900	Employee Meals	\$113.21	\$0.00	\$0.00	\$0.00	\$113.21
	90000-5950-540	Management Fee - Tavern	\$4,284.65	\$856.93	\$0.00	\$856.93	\$5,141.58
	90000-5950-900	Management Fee	\$29,135.55	\$5,827.11	\$0.00	\$5,827.11	\$34,962.66
	98020-5950-900	Deprec - Mach & Equip	\$115.60	\$23.12	\$0.00	\$23.12	\$138.72
	98040-5950-900	Deprec - Buildings	\$362.05	\$72.41	\$0.00	\$72.41	\$434.46
	RCMWD-5950-100	Rounds - Complimentary - Weekday	12,251.00	130.00	0.00	130.00	12,381.00
	REMWD-5950-100	Rounds - Employee - Weekday	18,288.00	99.00	0.00	99.00	18,387.00
	RMBWD-5950-100	Rounds - Member - Weekday	68,018.00	770.00	0.00	770.00	68,788.00
	RPKWD-5950-100	Rounds - Peak - Weekday	354,674.00	4,605.00	0.00	4,605.00	359,279.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
Grand Totals:			173	\$0.00	\$670,489.75	\$670,489.75	\$0.00



April 20th, 2018

Robin Fenwick
City of Port Orange
100 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for March 2018 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date. The Food & Beverage numbers are on a separate table below.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING March 2018								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 86,695	\$ 84,139	\$ 2,556		\$ 391,839	\$ 399,170	\$ 395,218	\$ (7,331)
Cart Fees	\$ 58,643	\$ 61,028	\$ (2,385)		\$ 256,964	\$ 275,967	\$ 275,967	\$ (19,003)
Range	\$ 4,125	\$ 3,914	\$ 211		\$ 19,748	\$ 19,607	\$ 19,607	\$ 141
Pro- Shop Revenues	\$ 12,297	\$ 9,956	\$ 2,341		\$ 42,030	\$ 40,223	\$ 42,223	\$ 1,807
City Surcharge R/R	\$ 4,613	\$ 4,683	\$ (70)		\$ 21,003	\$ 22,324	\$ 22,103	\$ (1,321)
Total Revenue	\$ 166,373	\$ 163,720	\$ 2,653		\$ 731,584	\$ 757,291	\$ 755,118	\$ (25,707)
Cost of Sales	\$ 4,029	\$ 3,595	\$ 434		\$ 19,834	\$ 20,383	\$ 20,214	\$ (549)
Merchandise	\$ 4,029	\$ 3,595	\$ 434	55%	\$ 19,834	\$ 20,383	\$ 20,214	\$ (549) 59%
Gross Margin	\$ 162,344	\$ 160,125	\$ 2,219		\$ 711,750	\$ 736,908	\$ 734,904	\$ (25,158)
Total Payroll	\$ 56,640	\$ 61,586	\$ (4,946)		\$ 310,759	\$ 364,656	\$ 338,342	\$ (53,897)
Total Operating Expenses	\$ 47,108	\$ 55,152	\$ (8,044)		\$ 258,691	\$ 309,752	\$ 294,637	\$ (51,061)
Net Operating Income	\$ 58,596	\$ 43,388	\$ 15,208		\$ 142,300	\$ 62,501	\$ 101,926	\$ 79,799
Other Expenses	\$ 5,923	\$ 6,094	\$ (171)		\$ 35,535	\$ 36,563	\$ 35,647	\$ (1,028)
Management Fee	\$ 5,827	\$ 5,713	\$ 114		\$ 34,962	\$ 34,277	\$ 34,727	\$ 685
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 381	\$ 545		\$ 573	\$ 2,286	\$ 920	\$ (1,713)
Net Cash From Ops	\$ 52,673	\$ 37,294	\$ 15,379		\$ 106,765	\$ 25,938	\$ 66,279	\$ 80,827
Rounds								
Total Rounds	5,604	5,664	(60)		25,566	27,006	26,739	(1,440)
Paid Rounds	4,605	4,600	5		20,234	20,855	20,649	(621)
Avg. GF/CF Total rounds	\$25.93	\$25.63	\$ 0.30		\$25.38	\$25.00	\$25.10	\$ 0.38
Avg. GF/CF Paid rounds	\$31.56	\$31.56	\$ 0.00		\$32.06	\$32.37	\$32.50	\$ (0.31)
Avg. Merchandise/round	\$2.19	\$1.76	\$ 0.44		\$1.64	\$1.49	\$1.58	\$ 0.15

Overview:

- Overall golf revenues for March finished higher than the projected budget for the month. This was as a result of the beginning of Daylight Savings, our league play and an active tournament schedule.
- The range revenue was equal to the budgeted amount for March. The pro shop and merchandise sales were much higher than the projected budgeted amount.
- Total payroll for the month was lower than the projected budgeted amount, for a savings of \$4,946. This was as a result of controlling labor costs during days when rounds were reduced.
- Our operating expenses finished lower than the budgeted amount for a savings of \$8,044. The reason for the difference in expenses was due to the timing of invoices for products budgeted that was not received for the month but will come due in April as well as controlling expenses during the month.
- The month of March is the sixth month in our fiscal year 2017-2018. YTD revenues were under the budgeted amount which was directly related to the losses in January. The range revenues are equal to budget and pro shop revenues are equal as well to the projected budget. The payroll and operating expenses are both lower than the projected budgeted amounts.
- Due to our savings in payroll and operating expenses we continue to be ahead of budget by \$79,000 for the year, despite the losses sustained in January.

Food & Beverage:

The following is the financial and operational summary report for Food & Beverage for the month of March 2018 at Cypress Head Golf Club.

FINANCIAL SUMMARY FOR F&B MONTH ENDING March 2018							
Revenue	Current				Year to Date		
	Actual	Budget	Variance vs. Budget		Actual	Budget	Variance vs. Budget
Food & Beverage	\$ 10,483	\$ 13,200	\$ (2,717)		\$ 63,318	\$ 86,400	\$ (23,082)
Beer	\$ 7,363	\$ 5,500	\$ 1,863		\$ 34,326	\$ 33,000	\$ 1,326
Liquor	\$ 3,341	\$ 3,000	\$ 341		\$ 19,723	\$ 20,900	\$ (1,177)
Wine	\$ 606	\$ 500	\$ 106		\$ 3,896	\$ 4,300	\$ (404)
Total Revenue	\$ 21,793	\$ 22,200	\$ (407)		\$ 121,263	\$ 144,600	\$ (23,337)
Cost of Sales	\$ 12,556	\$ 8,751	\$ 3,805		\$ 52,061	\$ 53,858	\$ (1,797)
Merchandise	\$ 12,556	\$ 8,751	\$ 3,805		\$ 52,061	\$ 53,858	\$ (1,797)
Gross Margin	\$ 9,237	\$ 13,449	\$ (4,212)		\$ 69,202	\$ 90,742	\$ (21,540)
Total Payroll	\$ 13,338	\$ 13,885	\$ (547)		\$ 80,502	\$ 74,205	\$ 6,297
Total Operating Expenses	\$ 2,226	\$ 2,937	\$ (711)		\$ 18,730	\$ 18,372	\$ 358
Net Operating Income	\$ (6,328)	\$ (3,373)	\$ (2,955)		\$ (29,839)	\$ 165	\$ (30,004)
Other Expenses	\$ 857	\$ 857	\$ -		\$ 5,142	\$ 5,142	\$ -
Management Fee	\$ 857	\$ 857	\$ -		\$ 5,142	\$ 5,142	\$ -
Net Cash From Ops	\$ (7,185)	\$ (4,230)	\$ (2,955)		\$ (34,981)	\$ (4,977)	\$ (30,004)

- The revenues for the restaurant were not realized for the month of March. This will be the last Food and Beverage report since Kevin Hannah, the new owner-operator of Flagsticks restaurant began his operations on April 2nd.

R&R Projects:

- There were no projects for the month of March.

Tee Sheet Activity:

- There were 5,604 total rounds for the month which included 4,605 paid rounds, 770 Annual with Cypress Pass member rounds and 229 other rounds. The round type for the month included 4,320 eighteen hole rounds and 1,175 nine hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website to increase the number of potential players.

March 2018 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	4605	4600	4554	20234	20649
Annual	770	804	796	3989	4706
Other rounds	229	261	258	1343	1384
Total Rounds	5604	5664	5608	25566	26739

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

- The weather throughout the month of March was more accommodating for golfers however we did experience several days of frost and heavy rains. Our maintenance team continues to work on several projects such as removing dead trees surrounding tee areas and putting greens to protect the safety of our guests.
- Fertilizers were applied to the putting surfaces as well as mole cricket spot applications. A pre-emerge application of weed control was performed around the tees, putting surfaces and rough area.

- The putting surfaces were spiked and rolled to help maintain smoothness and improve the speed of the putting surfaces.
- The maintenance team is continuing with ongoing maintenance projects around the golf course involving sand bunkers, teeing areas and cart paths and repairing hole signs and markers.
- With the improvement of the weather pattern during the coming months we will be continuing our agronomic plan including fertilizer applications, insecticides and pre-emergent for weed control.

Golf Shop/Carts

- New merchandise continues to arrive and is regularly updated to enhance the professional nature of the golf shop and help promote merchandise sales. Vendors include Horn Legend, Footjoy, Titleist, Callaway, Bridgestone, Nancy Lopez, Ahead headwear and St Andrews products. There was \$555.00 in gift card sales purchased for the month with \$12,297 in pro-shop sales.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage as well as proper watering of all batteries to protect all warranties associated with the fleet. In addition to the monthly process our carts are inspected daily for any damage which may have occurred during normal play. We continue to be committed to providing quality carts for the enjoyment of all our players.
- The staff at Cypress Head Golf Course continues to offer lesson packages for beginners as well as advanced players. Mike Dick, who is a PGA professional, has added a series of Men's, Ladies and junior clinics throughout March.
- The MGA and the WGA are continuing their league play along with multiple seasonal groups. We also host a weekly Homeowner's Nine & Dine event where the players enjoy nine holes of golf and return to the clubhouse for their dinner and cocktails. Our summer golf leagues have started with the beginning of Daylight savings.

Marketing and Sales:

- Ms. Reggie Hunter, our Director of Sales & Marketing, is booking tournament events for the 2018-2019 seasons.
- We are continuing our involvement with Daytona CVB, Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- We continue to maintain our database of emails with approximately 9,916 unique e-mail addresses. The golf staff continues to register player profiles including residency, phone numbers and proper classifications of all players. This process will allow us an opportunity to offer promotions to our database to experience all that Cypress Head has to offer.
- Ms. Hunter continues to cultivate her relationships in the community by her continued involvement in the POSD Chamber, POSD Ambassadors program, Daytona Beach Chamber, SEV Chamber and the POSD Rotary club.
- We continue to increase the visibility of Cypress Head Golf Course on the various social media platforms such as Facebook, twitter and Instagram.
- Once again, Cypress Head hosted the Spruce Creek Academy of Finance which was very successful as a fundraiser for the group. We also hosted a Women's Member Guest event that showcased Cypress Head to a variety of golf clubs throughout Volusia County.

Mindshare Reviews and Comments:

Report run: 4/23/2018 8:08 AM MDT
Data current as of: 4/23/2018 8:07 AM MDT

REPORT CRITERIA

Date of Survey	3/1/18 - 3/31/18
Course	Cypress Head Golf Club

Number of Surveys: 9

#	Zip Code	Date Golfer	Date of Survey	Tee Time	Overall Rating	Service Rating	Course Rating	Food Rating	Recommend Rating	NPS	Overall Rating w/o F&B	Comments	
Totals					8.6	9.7	7.9	6.0	8.8	77.8	8.8		
Cypress Head Golf Club					8.6	9.7	7.9	6.0	8.8	77.8	8.8		
Golf					8.6	9.7	7.9	6.0	8.8	77.8	8.8		

- There were over 400 questionnaires mailed out to players during February. The overall rating for the golf course received an 8.6 with a recommended rating of 8.8 and our service rating is at 9.7.
- We continue to assist all players by helping them to enjoy their experience here at Cypress Head. There were some reviews that had constructive ideas to help us improve in some areas which we will evaluate as a team. The comments returned by the players in this avenue are useful tools in helping our maintenance and golf staff team improve. We also review all negative comments and they are discussed by our team and if required we will contact the individual to help us better understand their concerns. Players also have access to a suggestion box which is located at the clubhouse near the Men's and Ladies bulletin boards.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- Our entire team is dedicated to being able to serve the needs of our community and our golfers.
- We are looking forward to hosting a Callaway demo day where players can experience the new technology in clubs designed to improve their games and increase revenues for the pro-shop.
- During the month of April, Cypress Head will be hosting multiple tournaments.
- Our staff continues to work together in providing the best in class service to all of the guests.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Jody Graham

Regional Operating Executive
KemperSports Management

David G. Leonard ASA, LLC

533 North Nova Road, Suite 207 • Ormond Beach, FL 32174
(386) 206-8932 • (386) 310-7947

March 26, 2018

City of Port Orange
General Employees Retirement Committee
Attn: Linda Johnson, Chairman
1000 City Center Circle
Port Orange, FL 32129

Re: City of Port Orange General Employees
Defined Benefit Retirement Plan
Our File No. FL113

Dear Linda:

We are pleased to enclose the Annual Valuation Report for the above plan as of October 1, 2017. Our report contains a review of the plan operations for the 2016-2017 plan year as well as a look forward for the 2017-2018 plan year and beyond.

The City's recommended contribution as produced by the valuation results is 21.3% of covered compensation. Due to budgetary timing restrictions, this contribution rate will be applicable to the 2018-19 fiscal year for the City and the Plan.

This recommendation recognizes continued changes in actuarial assumptions we believe are necessary to maintain the actuarial soundness of the plan. Please see the General Comments section within the report for additional information concerning the current status of the plan's funding.

Individual certificates of participation have been prepared and delivered separately from this report.

Finally, this Valuation Report was reviewed and approved by Lawrence Deustch, E.A., M.A.A.A., F.S.P.A.. A copy of Mr. Deustch's "peer review" for the 2017 Annual Valuation Report can be found following the Table of Contents page of this report.

If you have any questions or comments concerning this report, please feel free to give me a call at 386-206-8932.

Sincerely,



David G. Leonard, A.S.A.
Enrolled Actuary 17-03604



Larry Deutsch Enterprises
3266 Sol Vista
Fallbrook, California 92028

March 18, 2018

Linda Johnson
Chairman of the General Employees Retirement Committee
1000 City Center Circle
Port Orange, FL 32129

Re: Peer review of the City of Port Orange General Employees Defined Benefit Retirement Plan October 1, 2017 actuarial valuation.

Dear Ms. Johnson:

I am an Enrolled Actuary, a Member of the American Academy of Actuaries, and a Fellow of the American Society of Pension Professionals and Actuaries. I have been an Enrolled Actuary since 1981.

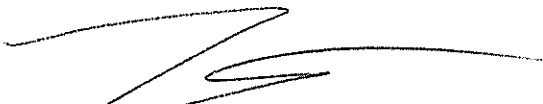
I have performed a peer review of the draft report and calculations of the City of Port Orange General Employees Defined Benefit Retirement Plan as of October 1, 2017.

Mr. Leonard and I discussed several of the assumptions and methods used in the valuation and other aspects of the report. We agreed that the assumptions and methods employed were reasonable for this valuation. Additionally, some minor changes in the presentation of the results were made pursuant to those discussions.

I performed various checks on the valuation results. My results were well within a reasonable tolerance. Therefore, I have a reasonable believe that the results of the actuarial calculations are consistent with a proper calculation, based upon the data, method and assumptions specified in the report.

I feel comfortable stating that I believe that the report accurately portrays the funded status of the plan, and further that the valuation is consistent with applicable Actuarial Standards of Practice regarding selection of assumptions and methods for valuing pension liabilities.

Sincerely,



Lawrence Deutsch

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

ACTUARIAL CERTIFICATION

We have prepared an actuarial valuation of the City of Port Orange General Employees Defined Benefit Retirement Plan as of October 1, 2016, with year-end status calculated for the fiscal year ended September 30, 2017. This certification includes this GAS-67/68 report, which reflects the provisions of the plan as disclosed in the Summary of Plan Provisions in the actuarial valuation report.

The valuation has been based on employee and plan financial data which were provided by the Plan Administrator, Plan Trustee, and various financial institutions. All information submitted to us has been reviewed for reasonableness and consistency, but has otherwise been accepted and relied upon without audit. The plan provisions and other material assumptions are disclosed as required in their respective sections. Projected improvements in mortality have been reflected in the usage of table RP-2000 projected with Scale BB. While this does not reflect the latest available tables, the use of this table conforms with standard practice as directed in the Florida Codes and is reasonable in this case based on the small sample size and immaterial differences that would arise using the RP-2014 and the latest SOA MP tables.

To the best of our knowledge, the information supplied in this report is complete and accurate. In our opinion, each actuarial assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer our best estimate of anticipated experience under the plan.

Future actuarial measurements may differ significantly from the current measurement presented in this report due to such factors as the following: plan experience differing from that anticipated; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. The undersigned credentialed actuary meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

I, David G. Leonard, A.S.A., E.A., am a member of the Society of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained here



David G. Leonard, A.S.A.

Enrollment #17-03604

3/26/18

Date

ANNUAL VALUATION REPORT
FOR
CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN
AS OF OCTOBER 1, 2017

Prepared by:
David G. Leonard, A.S.A.
March 14, 2018

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

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CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

I. HIGHLIGHTS

This section of the report summarizes the results of the October 1, 2017 actuarial valuation and provides a comparison with the results of the prior revised valuation. The development of these items for the current valuation is shown in the remaining sections of the report, along with a breakdown by employment division. The Valuation Contribution sets the City's recommended contribution rates as a percentage of payroll for the year following the valuation year -i.e. the 2018-19 recommended rate is 21.3% based on the October 1, 2017 valuation results. The amounts shown in parenthesis represent percentages of payroll.

	Current Valuation (10/1/2017)		Prior Valuation (10/1/2016)	
1. a. Recommended Contribution	to be determined		\$744,380	(15.6%)
- dependant on total payroll in FY '2018				
b. Valuation Contribution	\$963,760	(21.3%)	\$825,400	(17.3%)
- to be used for FYE 9/30/2018				
2. Actual Contribution	-----		\$794,333	(16.5%)
3. Covered Payroll of Participants				
- All active from prior year	\$4,802,452		\$5,287,951	
- Actives on Valuation Date only	\$4,520,075		\$4,771,266	
4. Gross Normal Cost	\$1,225,101	(27.1%)	\$1,110,603	(23.3%)
5. Assets at Market Value (DB only) (including accrued contributions)	\$31,581,532		\$29,289,164	
6. Actuarial Value of Vested Accrued*				
a. Active Participants	\$8,166,270		\$9,102,089	
b. Retired / Disabled	21,636,000		20,668,673	
c. Terminated Vested	<u>795,159</u>		<u>638,733</u>	
d. Total Value of Vested Accrued Benefits	\$30,597,429		\$30,409,496	
e. Value of Non-Vested Accrued Benefits for Active Participants	396,631		513,250	
f. Assets in Excess of Vested Benefits (5 minus 6d)	\$984,103		(\$1,120,332)	
7. Number of Participants				
a. Active Participants	114		125	
b. Late Retirements	2		1	
c. Retired & Disabled Participants and Beneficiaries Receiving Payments	86		85	
d. Terminated Vested Participants Not Yet Receiving Payments	20		23	
e. Total	<u>222</u>		<u>234</u>	

* Valued at 7% interest and current year's Sec. 430 Mortality.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

II. GENERAL COMMENTS

The October 1, 2017 valuation was prepared on a group of 116 active members, a decrease of ten (10) from 2016. The pre-2012 plan actives decreased by eight (8) to 95. The “new” plan population also lost two net active members with more terminations than new members, leaving 21 actives.

The shift in emphasis in plan liabilities from actives to retired members also continued, with active members now representing only 28% of the total accrued benefits of the plan. This is just a 1% decrease from last year, however an early retirement window program after the 2017-18 plan year will serve to decrease the active percentage more noticeably in next years report.

For the October 1, 2017 valuation we continued our phase in of the 7.0% interest assumption, which was the primary mover in the recommended contribution rate increasing from 17.3% for this year to 21.3% for the 2018-19 fiscal year. The 2018 valuation will be prepared based fully on 7%, so an increase in the contribution rate of about 2% should be expected for the 2019-2020 plan year. We expect the long-term City’s deposit rate to level out at 23% to 24% assuming our other assumptions are relatively accurate, however the impact of the early retirement window could temporarily increase the contribution rate.

Other factors, primarily the aging of the population, lead to about half the increase as well. The average age of active plan members increased to 50 despite six retirements. This is the result of new members entering the plan at somewhat advanced ages, and most of the non-vested terminees were fairly young.

The 2016-17 trust asset return was 11.7% (net of all expenses including administrative, the yield was 11.4%). The funding measures based on the market value of assets increased this year due to the strong performance. For the GASB disclosures, at 7.0% the plan is funded at 84% (up about 3%).

Taking a snapshot of accruals to date, the plan is more than 100% funded using the 7% discount rate. This result should be taken with many grains of salt, however, because current discount rates are still well below 7%, and thus the plan could not be “settled” or cashed out anywhere near that level. The impact of the current low interest rate environment on pension liabilities is enormous.

For example, using the IRS funding segment rates as of October 1, 2017, the plan’s accrued benefit liabilities increase from \$30,994,060 to \$43,557,842. This represents the difference between a 7% calculation and rates ranging from 1.96% for short term payments (under 5 years) to 4.35% for benefits paid after 2037. The intermediate rate is 3.58%. Under this measure, the plan is about \$12,000,000 underfunded.

As an ongoing plan with a track record of beating the indexes, a 7.0% long term assumption is reasonable, and at this point we are comfortable with the cost calculations based on that rate.

The smoothed valuation yield was 7.90% for the year, which helped hold down the increases in costs somewhat. The deferred gains from 2016 and 2017 have combined to give the plan a current cushion of unrecognized gains of almost \$1.2 million. This cushion will help protect the plan in a down year, and provide positive results if the plan just hits the assumed rate. For 2018, about \$250,000 in gains will be recognized, giving the plan a head start of about 83 basis points towards the assumed 7.0% return.

After an experience study covering nine years of retirements, with the Committee’s approval we have reduced some of our assumed rates of early retirement for members qualifying for the special early retirement benefits in the plan. This reduced the required contribution rate by 0.3% of compensation.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

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III. PLAN ASSETS

A. Summary

Beginning of Year <u>10/01/2016</u>		End of Year <u>09/30/2017</u>
\$ 502,158.07	Cash	\$ 984,829.20
171,662.87	Prepaid benefits	176,181.82
7,052,441.32	Fixed Income Securities	6,381,020.86
13,266,949.81	Equities - HCC / Bost.	14,428,971.02
2,879,403.01	Intl. Equity Mutual Fund	3,476,865.41
4,031,892.52	Principal Real Estate Trust	4,380,078.67
2,651,196.70	Florida Muni. Inv. Trust	3,137,419.44
63,589.84	Accrued Interest	54,316.14
<u>11,814.81</u>	Accrued Dividends	<u>7,520.56</u>
 \$ 30,631,108.95	 TOTAL (Market Value)	 \$ 33,027,203.12

RECEIPTS

Employer Contribution	\$ 794,333.20
Mandatory Employee Contributions	360,184.51
Voluntary Employee Contributions	26,926.74
Other Income - Misc. Credits	1,489.13
Investment Earnings (incl. chg. accrued)	639,954.30
Realized Gains/(Losses)	<u>629,751.15</u>
 TOTAL INCOME	 \$ <u>2,452,639.03</u>

DISBURSEMENTS

Benefit Payments	\$ 2,227,256.62
Investment Fees	106,599.67
Administrative Expenses	<u>79,342.27</u>
 TOTAL EXPENSES	 \$ <u>2,413,198.56</u>
 NET INCOME	 \$ <u>39,440.47</u>

CHANGE IN NET ASSETS

Unrealized appreciation (depreciation) in assets:	\$ 2,356,653.70
Net Income:	<u>39,440.47</u>
 Net increase (decrease) in net assets for the year:	 2,396,094.17
Net assets at beginning of year:	\$ <u>30,631,108.95</u>
 Net assets at end of year:	 \$ 33,027,203.12

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

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III. PLAN ASSETS (Continued)

Asset Recap as of September 30, 2017:

	<u>Cost Value</u>	<u>Market Value</u>
Cash:	984,829.20	984,829.20
Bonds:		
US Treasury Obligations	475,025.19	469,105.52
US Government Obligations	1,196,136.74	1,178,922.51
Corp. & Foreign Bonds	4,526,631.85	4,448,102.83
Municipal Obligations	<u>283,788.83</u>	<u>284,890.00</u>
Total Bonds	6,481,582.61	6,381,020.86
Equities:	11,900,305.30	14,428,971.02
International Equity Fund:	2,350,617.40	3,476,865.41
Real Estate Trust Account	3,200,000.00	4,380,078.67
Florida Municipal Inv. Trust	2,000,000.00	3,137,419.44
Prepaid Retirement Benefits	176,181.82	176,181.82
Accrued Dividends:	7,520.56	7,520.56
Accrued Interest:	54,316.14	54,316.14
Trust Totals	\$27,155,353.03	\$33,027,203.12

Assets Available for Defined Benefit Plan:

Total Market Value Assets (from above)	\$33,027,203.12
Less: Defined Contribution Accts.	(67,754.13)
Voluntary Contrib. Accts.	(1,377,917.06)
Net Assets Available for Defined Benefit Plan:	\$31,581,531.93

Breakdown of Distributions from Trust Account

Defined Benefit Payments	
- Monthly Benefits to Retirees and Beneficiaries	\$2,093,027.95
- Refunds of Prior Roll-In accounts and EE Cons.	<u>61,793.06</u>
Total Payments From Defined Benefit Plan	2,154,821.01
Payments To MPP Retirees and Termines	15,764.00
Distributions of Voluntary Accounts	<u>56,671.61</u>
Total Distributions for the September 30, 2017 P.Y.	\$2,227,256.62

DEFINED BENEFIT RETIREMENT PLAN

III. PLAN ASSETS (Continued)

B. Development of Valuation Assets (Actuarial Value of Assets)

The Actuarial Valuation of Assets is calculated by recognizing 20% of the current year's actuarial gain or loss (to the 7.00% assumed rate of return), along with recognition of prior year's gains or losses that are also being recognized 20% per year. The final Valuation Asset level is subject to a corridor of 80% to 120% of the Market Value.

The prior smoothed actuarial asset valuation method was changed for the October 1, 2015 valuation, using the initial unrecognized gains from October 1, 2014 as the only prior base in place.

This method was then modified slightly for 2016 to anticipate Market Value yield at the assumed rate, rather than Expected Valuation Asset Value yield. Please see following page for additional detail.

The following illustrates the calculation of the Actuarial Value of Assets for October 1, 2017:

1. Assumed market value yield at valuation rate*	\$2,012,454
2. Actual MV Yield for September 30, 2017 **	3,372,013
3. Current Year (Gain)/Loss on Market value yield* (1) - (2)	(1,359,559)
4. Portion of Curr. Yr. (Gn)Loss to be Recog, in 2017 (3) x 20%	(271,912)
5. Portion of Current Years (Gain)/Loss Not Recognized in 2017	(1,087,647)
6. Prior Unrec. (Gains)/ losses - September 30, 2017 - see next page	(103,189)
7. Total Unrecognized (Gains)/Losses (5) + (6)	(1,190,836)
8. Market Value of Trust Assets as of September 30, 2017	31,581,532
9. Preliminary Actuarial Value of Assets - September 30, 2017 (7)+(8)	\$30,390,696
10. (a) 80% corridor of Market Value	25,265,226
(b) 120% corridor of Market Value	37,897,838
11. Final Actuarial Value of Assets - September 30, 2017	\$30,390,696

The Preliminary Actuarial Value of Assets is 96.2% of the Market Value, and thus falls within the 80% to 120% corridor of actual September 30, 2017 Market Value.

The yield on Valuation Assets for the 2016-2017 Plan Year was 7.90%.

* Assumed income is calculated based on a weighted balance which takes into account the date that the contributions and distributions are made to the fund.

** All items shown exclude the Money Purchase Plan assets. There were no receivable contributions as of the end of the fiscal year.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

III. PLAN ASSETS (Continued)

C. VALUATION ASSET CALCULATION DETAILED BACK-UP

Smoothed Valuation Asset Calculation

	Transition Year <u>10/01/2014</u>	<u>09/30/2015</u>	<u>09/30/2016</u>	<u>09/30/2017</u>	<u>09/30/2018</u>	<u>09/30/2019</u>
Actuarial Value of Assets	\$26,826,123					
Market Value of Assets	27,474,544	27,330,202	29,289,164	31,581,532		
Unrecognized (G)/L	(648,421)					
Recognized in Year (for 9/30/15)	129,684					
Expected Earnings at Market Value (7.50%/7.00%)*		2,030,519	2,021,026	2,012,454		
Actual Earnings MV		583,610	2,725,333	3,372,013		
Actuarial (Gain)/Loss on MV		1,446,909	(704,307)	(1,359,559)		
Recognition of current years (Gain)/Loss		(289,382)	140,861	271,912		

Anticipated Unrecognized (Gain)/Loss for Future Years

	<u>09/30/2015</u>	<u>09/30/2016</u>	<u>09/30/2017</u>	<u>09/30/2018</u>	<u>09/30/2019</u>
Remaining Unrecognized (G)/L - 10/1/14 Trans.	(518,737)	(389,053)	(259,368)	(129,684)	0
Remaining Unrecognized (G)/L - 9/30/15 (G)/L	1,157,528	868,146	578,764	289,382	0
Remaining Unrecognized (G)/L - 9/30/16 (G)/L		(563,446)	(422,584)	(281,723)	(140,861)
Remaining Unrecognized (G)/L - 9/30/17 (G)/L			(1,087,647)	(815,735)	(543,824)
Remaining Unrecognized (G)/L - 9/30/18 (G)/L				0	0
Remaining Unrecognized (G)/L - 9/30/19 (G)/L					0
Total Unrecognized (Gains)/Losses	638,791	(84,353)	(1,190,836)	(937,761)	(684,685)
Market Value of Assets - EOY	27,330,202	29,289,164	31,581,532		
Total Unrecognized (Gain)/Loss	638,791	(84,353)	(1,190,836)		
Actuarial Value of Assets - EOY	\$27,968,993	\$29,204,812	\$30,390,696		

* Calculated using weighted contributions - ER by date, EE at 50%, Distrib at 50%. 7% first assumed for 9/30/17.

Note: 9/30/15 Valuation Assets shown above based on the new method and do not equal the Valuation Assets used for October 1, 2015 Valuation Report.
9/30/2020 not shown - (271,912) unrecognized at that date.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IV. RESULTS OF THE ACTUARIAL VALUATION AS OF OCTOBER 1, 2017

& RECOMMENDED CONTRIBUTION

Based on the participants and salaries reported on the Employee Status Report in Section IX of this report, the following calculations develop the Recommended Contribution Percentage for the plan for the Fiscal Year 2018-19. The Aggregate Funding Method is being used for these calculations. The actuarial assumptions employed in the calculations are shown in Appendix B.

	7.50%	7.00%
1. Present Value of Benefits:		
a. Active Participants	\$17,643,964	\$19,235,660
b. Retired	21,390,133	22,269,789
c. Terminated Vested/Refunds Due	<u>782,739</u>	<u>842,635</u>
Total Present Value of Benefits - 10/01/2017	\$39,816,837	\$42,348,084
2. Assets - October 1, 2017 (Smoothed Valuation Basis):	\$30,390,696	\$30,390,696
3. Present Value of Future Normal Costs (1. minus 2.):	\$9,426,141	\$11,957,388
4. Present Value of Future Covered Payroll:	\$40,079,403	\$41,376,452
5. Normal Cost Percentage (3. divided by 4.):	23.52%	28.90%
6. Covered Annual Payroll:	\$4,520,075	\$4,520,075
7. Normal Cost (5. times 6.):	\$1,063,061	\$1,306,257
8. Expected Employee Contributions (7.5% x 6. incr. by 4%):	\$352,566	\$352,566
9. Expected Administrative Expenses:	\$60,000	\$60,000
10. Interest (Interest rate divided by 2. on net Employer Cost):	\$26,644	\$33,379
11. Net Employer Contribution (7. minus 8. plus 9. plus 10.)	\$797,139	\$1,047,071
Contribution percentage:	17.64%	23.16%
12 Blended Net Employer Contribution (11. weighted at 33.3% of the 7.5% results and 66.7% of the 7.0% results)	\$963,760	
Blended contribution percentage:	21.32%	

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

V. ANNUAL VALUATION - OCTOBER 1, 2017

GASB Statement 67 and FASB
Statement 35/36 Information

I. PENSION BENEFIT OBLIGATION (Accd. Liability) - GAS-67

a. Retirees/Benefic./Terminated	\$23,112,424
b. Current Employees	
i. EE Contr. & Intr.	3,805,440
ii. ER Financed Vested	9,798,718
iii. ER Financed Non-Vested	820,833
iv. Current Employees total	<u>14,424,991</u>
c. TOTALS (a. + b.iv)	37,537,415
d. ASSETS - Market Value	31,581,532
e. FUNDED RATIO (10/1/2017)	84.13%
f. FUNDED RATIO (10/1/2016)	81.56%

Note: Above calculations have been based on Entry Age

Accrued Liability Per GAS-67. Please see full GAS report.

- Based on 7.0% Interest - RP-2000/Proj. BB Mortality

II. PRESENT VALUE OF ACCRUED BENEFITS (PVAB) (FAS-35)

a. Retirees/Benefic./Terminated	\$22,431,160
b. Current Employees	
i. EE Contr. & Intr.	3,805,440
ii. ER Financed Vested	4,360,830
iii. ER Financed Non-Vested*	396,631
iv. Current Employees total	<u>8,562,901</u>
c. TOTALS (a. + b.iv)	30,994,060
d. ASSETS - Market Value	31,581,532
e. FUNDED RATIO (10/1/2017)	101.90%
f. FUNDED RATIO (10/1/2016)	94.72%

* Breakdown of Non-Vested PVAB:

- Basic Benefit	\$49,057
- Supl. Benefit	347,574

- Based on 7.0% Interest - 2017 M/F Post Retirement Mortality

- Note PVAB does not take into account potential ER Subsidies.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT PENSION PLAN

VI. CURRENT YEAR MEMBERSHIP SUMMARY

	Active		Total Actives	Vested Term	Due Refund	Retired	Total
	Old Plan	New plan					
Count as of 10/1/2016	103	23	126	11	12	85	234
New Entrants	-	7	7	-	-	-	7
Rehired	-	-	-	-	-	-	-
NVT-not pd	-	(2)	(2)	-	2	-	-
VT-not pd	(1)	-	(1)	1	-	-	-
Retirement	(6)	-	(6)	-	-	6	-
Death*	-	-	-	-	-	-	-
Benefits Cease	-	-	-	-	-	(5)	(5)
Refund paid (VT/NVT)	(1)	(7)	(8)	-	(6)	-	(14)
Net Change	(8)	(2)	(10)	1	(4)	1	(12)
Count as of 10/1/2017	95	21	116	12	8	86	222

* (Deaths do not include decrease if certain pd. or survivor benefit in pay status)

Active Data Statistics

	October 1, 2017	October 1, 2016
Old Plan		
Count	95	103
Average Age	51.7	51.4
Average Service	16.0	15.3
New Plan		
Count	21	23
Average Age	46.1	39.4
Average Service	1.9	1.4
Total Actives		
Count	116	126
Average Age	50.7	49.2
Average Service	13.5	12.8

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

VII. HISTORICAL INFORMATION

Plan Year Beginning	Participants			Compensation*	Present Val. of Projected Benefits	Market Val. Assets+	Recommended Employer Contribution	(**)	Actual Contribution
	Act.	Ret	- Tm.						
10/01/2003	182	0	0	6,246,033	22,424,281	8,394,944	686,325	(10.99%)	752,491
10/01/2008	187	30	14	7,275,289	36,406,576	15,617,889	1,291,191	(17.75%)	1,199,567
10/01/2009	186	32	16	7,599,335	36,178,600	16,608,447	1,021,870	(13.45%)	1,005,433
10/01/2010	184	39	12	7,320,768	35,183,356	18,666,356	782,046	(10.68%)	992,875
10/01/2011	171	50	13	6,768,699	35,015,658	18,446,045	779,345	(11.51%)	912,160
10/01/2012	166	51	15	6,507,751	35,596,456	21,929,057	753,666	(11.58%)	936,378
10/01/2013	142	66	20	5,495,483	35,975,969	25,412,531	695,221	(12.65%)	702,741
10/01/2014	131	71	23	5,170,450	37,913,315	27,474,544	673,138	(13.02%)	673,300
10/01/2015	132	77	24	5,086,853	38,700,514	27,330,202	819,964	(16.12%)	880,209
10/01/2016	126	85	23	4,771,266	38,611,237	29,289,164	744,380	(15.60%)	794,333
10/01/2017	116	86	20	4,520,075	39,816,837	31,581,532	781,946	(17.30%)	-----

NOTE: VALUES PRIOR TO 10/01/2005 WERE PREPARED BY PRIOR ACTUARY

* Compensation shown is actual for the fiscal year preceeding the valuation date for active members only. Current year recommended contribution based on Compensation and recommended contrib. rate.

+ Assets are Defined Benefit Plan only.

** Figures in parenthesis are Recommended Contribution as a percentage of prior year's compensation.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IX. RETIREMENT STATUS

A. ACTIVE PARTICIPANTS ELIGIBLE TO RETIRE WITHIN THE NEXT FIVE YEARS

<u>Name</u>	<u>Normal Retire. Date*</u>	<u>Early Retire. Date*</u>	<u>Projected Benefit</u>	<u>Accrued Benefit</u>
<i>- Eligible for Normal Retirement within 5 years.</i>		<i>(benefits do not include Supplemental)</i>		
PEARSON, DEBORAH J	10/01/2017	10/01/2017	\$1,622.24	\$1,622.24
+ BECKMAN, BRUCE	10/01/2017	10/01/2017	3,816.08	3,816.08
REED, BARBARA J	01/01/2018	10/01/2017	755.41	755.41
SCHARF, MICHAEL J	08/01/2018	10/01/2017	1,627.35	1,576.00
MICHAELS, HAROLD R	09/01/2018	10/01/2017	848.88	790.45
JOHNSON, LINDA D	09/01/2019	10/01/2017	1,885.77	1,651.17
MILLER, CARMEN L	05/01/2020	10/01/2017	1,642.63	1,388.73
ZUBER, THOMAS M	12/01/2020	10/01/2017	892.28	702.65
GRABOWSKI, DEBBIE G	02/01/2021	10/01/2017	2,418.69	2,066.57
+ MATASSA, ROBERT T	03/01/2021	10/01/2017	2,577.33	2,248.85
+ PARKER, MARY E	03/01/2021	10/01/2017	2,466.20	2,191.03
+ CULPEPPER, DEBORAH	08/01/2021	10/01/2017	3,054.44	2,657.64
LE CLAIR, ROBERT G	11/01/2021	10/01/2017	667.92	457.55
+ LAVENDER, ROBERT L	12/01/2021	10/01/2017	3,054.90	2,554.63
SMITH, RICHARD W	04/01/2022	10/01/2017	924.97	652.51
BROWN, DOUGLAS G	07/01/2022	10/01/2017	790.05	538.32
SALERNO, PAUL	07/01/2022	10/01/2017	3,107.02	2,393.90
<i>- Eligible for Immediate Early Retirement with 25 years of service (under age 60)</i>				
+ CAMACHO, RIGOBERTO L	04/01/2024	10/01/2017	2,263.98	1,790.36
+ LOCKABY, PAUL M	08/01/2025	10/01/2017	2,956.85	2,310.96
+ ZUBER, NANCY D	03/01/2026	10/01/2017	3,715.12	2,911.87
+ GLOR, CHAPMAN K	01/01/2027	10/01/2017	4,475.68	3,414.77

* Note 10/1/17 date indicates eligible for immediate Normal or Early Retirement

+ Has already attained 25 years of service.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IX. RETIREMENT STATUS (Con't)

A. ACTIVE PARTICIPANTS ELIGIBLE TO RETIRE WITHIN THE NEXT FIVE YEARS

- *Eligible for Early Retirement with 25 years of service within 2 years.*

+ Kynah Cockcroft	+ Bruce Ferguson	+ Rick Wilson
+ Stephen Driver	+ Derrick Williams	

+ Has already attained 25 years of service.

* Currently eligible for Early Retirement with less than 25 years of service.

- *Others Eligible for Immediate Early Retirement (less than 25 yrs, no supplemental benefit)*

Campbell, Catherine	Gunnlaugsson, Julie	Leong, Vinson P
Frazier, Robert A	Hood, Lewis J	Madorma, Michael
Geno, William J	Hupf, Deborah K	Munroe, Peggy A
Green, Johnnie M	Kalisiak, Iwona M	Vanthoff, David
Guenther, Jeffrey S	Lanni, Deborah M	

B. TERMINATED/INACTIVE with REFUNDS of CONTRIBUTIONS DUE

<u>Name</u>	<u>Termination Date</u>	<u>Refund Due</u>
William Farley	10/14/2004	858.50
David Ferguson	05/11/2007	2,442.25
William McCord	03/21/2014	22,155.26
Lee McFarland	08/28/2008	58.85
Peter Petillo	05/01/2015	1,732.96
Jeffrey Starr	11/05/2004	556.24
William Lemay*	09/18/2017	3,087.09
Erik Repyneck*	01/06/2017	8,380.95
Totals		\$39,272.10
Additional second payments due:		<u>182.01</u>
Grand Total:		\$39,454.11

* received refund after 10/1/2017

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IX. RETIREMENT STATUS (Cont.)

C. Terminated Participants Eligible For Future Benefits

<u>Name</u>	<u>Termination Date</u>	<u>Normal Retirement Date</u>	<u>Monthly Benefit at NRD</u>	<u>Present Value ** of Benefits (October 1, 2017)</u>
J. Dombrowski	01/02/2013	07/01/2029	121.38	12,979 +
K. Donahue	09/07/2016	04/01/2032	1,968.11	90,082
D. Foster	06/14/2013	09/01/2035	908.31	43,730 +
R. Jacquish	02/17/2006	02/01/2029	476.78	27,974
M. Kronenberg	06/08/2007	12/01/2026	976.10	66,313
K. Leuzinger*	08/05/2016	09/01/2026	1,749.44	117,488
K. Mouyard	04/05/2006	10/01/2026	189.53	13,195 +
R. Smith	03/08/2013	01/01/2028	2,788.24	170,137
D. Thames*	10/23/2013	02/01/2024	1,026.98	84,513
D. Trainor	02/18/2015	09/01/2027	446.02	28,802
F. Yacek	09/30/2013	10/01/2020	94.01	10,667 +
L. Young	03/17/2017	01/01/2028	1,416.97	89,825
				\$755,705

* *Eligible for immediate early retirement.*

** *Using 2017 M/F Post IRS mortality tables and 7.0% interest.*

+ *Employee contributions greater than actuarial present value of accrued benefit.*

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IX. RETIREMENT STATUS (Cont.)

D. Retired and Disabled Participants Receiving Monthly Benefits

<u>Retired (and beneficiaries)</u>		Actual			Present Value*
<u>Name</u>	<u>Age</u>	<u>Retirement</u> <u>Date</u>	<u>Optional</u> <u>Form</u>	<u>Monthly</u> <u>Pension</u>	<u>of Benefits</u> <u>(October 1, 2017)</u>
BARNES, BILLY C	60	10/01/2016	Life	\$3,368.98	456,265
BARNHART, ELIZ.	62	01/01/2013	Life	3,758.64	501,082
BIZUB, JOSEPH P	64	05/01/2017	Life	575.71	72,525
BLACKKEY, WILLIAM	68	08/01/2011	100% J&S	492.27	68,883
BLIVEN, THOMAS (ben)	N/A	10/01/2011	10 Yr. Only	1,184.26	53,248
BOWEY, JANET	75	03/01/2011	Life	169.24	16,937
BREAKS, ROBERT	75	07/01/2008	Life	708.87	64,078
CADY, ANNA	63	01/01/2011	10 C&L	2,808.30	371,211
CERIBELLI, BETTY G	73	04/01/2016	Life	1,130.74	118,596
CHAMBERLAIN, KATHLEE	66	12/01/2014	Life	803.75	99,418
CONFORTI, JAMES	74	04/01/2014	100% J&S	611.91	78,742
COOPER, WALTER	69	09/01/2013	Life	1,453.46	160,271
DAY, ROBERT	66	10/16/2012	100% J&S	2,633.89	365,764
DE SOUSA, JOAQUIN	60	03/01/2017	Life	2,602.18	352,416
DEARBORN, DENNIS	74	07/01/2008	Life	1,409.73	130,807
DYER, JEFFREY J	62	06/01/2017	100% J&S	719.05	103,839
ELLIS, bene of RUBIN	78	07/01/2004	Life	893.52	80,563
FINDLEY, CINDY (ben)	58	10/01/2005	Life	423.80	59,164
FOSTER, JAMES	74	04/01/2011	Life	4,032.48	380,162
FRANKLIN, JAMES	66	07/01/2013	50% J&S	3,805.31	501,375
FUHRMAN, FRANK	71	05/01/2013	Life	3,320.02	350,504
GRIFFITH, FRED W	60	09/01/2015	Life	4,543.01	612,771
GRIMM, SANDRA	79	01/01/2004	10 C&L	1,428.58	122,115
GROOM, REBECCA	67	10/01/2010	100% J&S	2,457.09	329,373
GROOM, WILLIAM	69	01/01/2008	100% J&S	2,253.96	298,517
GURNEE, STELLA	63	08/01/2014	75% J&S	1,321.01	187,891
HACKER, LEE ANN (benV)	45	11/01/2010	Life	395.50	63,378
HAMMONS, ELIZABETH	71	02/01/2013	Life	1,596.60	177,477
HILL, DANIEL T	67	04/01/2016	100% J&S	2,219.23	288,811
HOPKINS-PEACE, KRYS.	63	09/01/2013	10 C&L	1,586.62	208,928

* Using 2017 M/F Post IRS mortality tables and 7.0% interest.

Note: Monthly Amounts include Supplemental Retirement Benefits where applicable.
The Supplemental benefits are Life Only (thus not subject to selected option shown).

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IX. RETIREMENT STATUS (Cont.)

D. Retired and Disabled Participants Receiving Monthly Benefits

<u>Retired (and beneficiaries)</u>		Actual	Optional	Monthly	Present Value*
<u>Name</u>	<u>Age</u>	<u>Retirement Date</u>	<u>Form</u>	<u>Pension</u>	<u>of Benefits (October 1, 2017)</u>
HUNTT, STEVEN	67	10/01/2010	100% J&S	\$2,793.36	\$393,090
KELLY, SHIRLEY	70	10/01/2010	Life	3,469.66	394,504
KINCAID, KATHRYN	79	10/01/2008	10 C&L	1,377.13	118,699
KLIMEK, FRANK	79	05/01/2004	10 C&L	1,802.47	138,153
KOCH, MIKE	64	03/01/2013	50% J&S	3,530.36	496,130
KOSUTA, CHRIS	59	11/01/2013	50% J&S	1,851.28	263,558
KUCERA, CHRISTOPHER	67	02/01/2016	Life	3,239.20	378,462
KUSHMAUL, ROGER N	66	04/01/2017	Life	456.29	54,573
LEFTWICH, GLENDA	72	01/01/2011	10 C&L	1,033.35	112,580
LEVINE, STEVEN	59	06/01/2013	100% J&S	2,579.16	394,798
MACDUFFIE, RAY	71	09/01/2011	Life	625.21	65,157
MAY, ROGER (bene. Ra	64	03/01/2011	Life	775.98	97,262
MC CURRY, DENNIS	63	07/01/2011	Life	2,517.57	322,909
MC NULTY, JOHN	74	07/01/2008	50% J&S	980.89	99,558
MILHOLEN, ELLEN	67	10/01/2008	10 C&L	3,050.53	373,715
MILLER, LEE C	71	08/01/2015	100% J&S	505.28	67,565
MONNING, WILLIAM (be	78	10/01/2007	Life	1,445.22	116,992
NORRIS, GARY (bene)	76	09/01/2008	Life	2,155.45	206,045
ODDIE, WILLIAM	69	04/01/2014	Life	2,726.69	306,141
PALMER, ROBERTA	73	10/01/2010	Life	3,673.00	389,749
PARKER, KENNETH	71	10/01/2012	100% J&S	5,508.77	662,266
PARSONS, JANICE	66	10/01/2011	100% J&S	3,909.02	537,996
PEACE, MICHAEL	59	09/01/2013	50% J&S	3,140.90	446,811
PIKE, WARREN	58	02/01/2015	10 C&L	3,721.69	517,291
POTTS, WILFORD	78	10/01/2008	Life	1,040.28	83,572
REDFIELD, ROSEMARY	67	01/01/2013	10 C&L	593.38	72,689
RILEY, PAUL E	60	11/01/2015	Life	3,116.61	422,086
ROBERTS, VERONICA	71	02/01/2007	Life	1,015.38	112,393
ROREM, STEVEN	68	08/01/2014	Life	1,648.52	186,715
SCHULZ, SHARI- bene	61	02/01/2006	Life	739.04	97,444

* Using 2017 M/F Post IRS mortality tables and 7.0% interest.

Note: Monthly Amounts include Supplemental Retirement Benefits where applicable.
The Supplemental benefits are Life Only (thus not subject to selected option shown).

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IX. RETIREMENT STATUS (Cont.)

D. Retired and Disabled Participants Receiving Monthly Benefits

<u>Retired (and beneficiaries)</u>		Actual	Optional	Monthly	Present Value*
<u>Name</u>	<u>Age</u>	<u>Retirement Date</u>	<u>Form</u>	<u>Pension</u>	<u>of Benefits (October 1, 2017)</u>
SHEFFIELD, HENRICA	67	11/01/2013	Life	\$2,288.10	\$278,748
SHELLEY, JOHN	60	02/01/2013	75% J&S	4,595.68	671,514
SHERIDAN, LINDA	64	07/01/2008	10 C&L	2,173.28	277,611
SHEWARD, THOMAS	65	10/01/2008	10 C&L	2,202.38	268,486
SMITH, GLENN (bene)	67	12/01/2005	100% J&S	1,203.68	156,034
SNEDDON, MARGARET (bene)	70	10/01/2010	Life	2,507.28	268,049
SKEENS, SANDRA (benR	67	07/01/2008	Life	1,763.20	204,357
SOLANA, ROBERT W	62	12/01/2016	100% J&S	2,884.50	430,332
STEFANICK, MICHAEL	67	12/01/2015	Life	56.07	6,564
STEINEBACH, DONNA	57	08/01/2015	50% J&S	4,907.78	720,418
STUHR, DONALD	71	06/01/2013	100% J&S	1,249.53	158,737
SUTTON, ROBERT	71	05/01/2013	Life	596.47	61,509
THOMAS, MITCHELL A	56	04/01/2017	Life	2,621.57	373,535
TOWEY, RICHARD	68	04/01/2016	75% J&S	3,563.43	466,487
TREON, SHIRLEY	60	02/01/2013	Life	2,416.28	329,767
TROUTMAN, THOMAS C	67	07/01/2016	Life	3,665.25	427,385
TURNER, LARRY	67	10/01/2008	Life	1,463.71	169,990
VAN ARSDALE, WAYNE	71	02/01/2010	Life	491.09	51,846
WALKER, GLEN	71	10/01/2007	10 C&L	3,477.10	361,423
WALKER, RUSSELL	66	05/01/2014	100% J&S	518.96	72,551
WILSON, JUDITH	73	10/01/2009	Life	2,506.31	262,870
WILSON, STEPHEN(bene	65	08/01/2015	Life	157.09	19,780
WOLF, KENNETH R	59	10/01/2016	Life	2,480.26	337,251
WOLF, STEVEN	61	07/01/2011	Life	2,679.15	352,209
ZURAWSKI, MARCEDA	65	02/01/2015	Life	1,455.77	185,037
<u>Disabled</u>					
TAYLOR, GERALD (dis)	72	08/01/2004	10 C&L	1,187.68	119,500
Totals				\$174,840.98	\$21,636,000

* Using 2017 M/F Post IRS mortality tables and 7.0% interest.

Note: Monthly Amounts include Supplemental Retirement Benefits where applicable.
The Supplemental benefits are Life Only (thus not subject to selected option shown).

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

APPENDIX A

PENSION TRUST SUMMARY

PLAN SPONSOR: CITY OF PORT ORANGE
 TRUSTEE(S): SALEM TRUST
 EFFECTIVE DATE: OCTOBER 1, 2003 (Restated as Defined Benefit)
 ANNIVERSARY DATE: OCTOBER 1 OF EACH YEAR

DEFINITIONS

Compensation: Basic annual income excluding overtime, commissions and bonuses, but including all tax deferred or tax exempt items of compensation.

The normal retirement benefit shall be determined based on average compensation over the highest five consecutive years within the final ten years prior to retirement or termination. ("Modified" benefit participants are averaged over the highest consecutive eight years – see below regarding who is a Modified benefit participant.)

Accrued Benefit: The normal retirement benefit based on completed years of Credited Service at the time of the calculation.

Credited Service: Service as measured in full years and completed months from date of employment to date of retirement or termination.

Retirement Dates:

- Normal:** A participant shall retire on the first day of the month coinciding with or next following his 65th birthday or 10th year of service, whichever is later.
- Early:** A participant who has attained age 55 and completed 10 years of credited service may elect to retire before his normal retirement date.
- Disability:** Any participant who becomes totally and permanently disabled shall be entitled to monthly payments.

Eligibility: An employee who is not age 60 as of his Date of Employment shall be eligible to participate in the plan on that date. Effective 10/01/2010, new non-union (civil service) employees are not eligible to participate in this plan. New Participants after January 1, 2012 will earn benefits under new "Modified" provisions, which are specified below.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

PENSION TRUST SUMMARY (Continued)

Normal Retirement Benefit:

Participants Hired Prior to January 1, 2012

- (1) Upon retirement, a participant shall be entitled to a monthly pension equal to 2.00% (2.12% for years up to 9/30/09) of his average monthly compensation for each year of Credited Service at his normal retirement date. The Normal Form of benefit is Life Only.

Plus

- (2) a Supplemental Benefit equal to \$16 per year of Service completed prior to September 30, 2009.

Participants Hired After January 1, 2012 (Modified Normal Retirement Benefit)

Upon retirement, a participant shall be entitled to a monthly pension equal to 1.60% of his average monthly compensation for each year of Credited Service at his normal retirement date. The Normal Form of benefit is Life Only.

Early Retirement Benefit:

Upon retirement at his early retirement date, a participant shall receive his accrued benefit reduced 1/4 of 1% for each month by which his commencement of benefits precedes his normal retirement date.

A Participant with 25 or 30 years of Service at his Early Retirement is guaranteed a monthly benefit equal to an unreduced benefit based on their 25 years of service (or 30 year, if applicable) benefit credits.

This benefit is in addition to his Supplemental Retirement Benefit, which is subject to the standard Early Retirement reduction factors. Early retirees must complete at least 25 years of Service to be eligible for the Supplemental Benefit.

Modified Early Retirement Benefit:

In addition to the standard early retirement reductions listed above, a Participant under the Modified benefit structure with 33 or more years of Service at his Early Retirement is entitled to receive his accrued benefit unreduced for Early Retirement.

The 25 and 30 year guaranteed benefits do not apply in the case of the Modified benefit structure.

Disability Benefits:

Different disability benefit levels are provided based on years of service and whether the disability was suffered in the line of duty.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

PENSION TRUST SUMMARY (Continued)

Deferred
Retirement
Benefit:

A participant who remains in the employment of the City after his normal retirement date shall receive the greater of the normal retirement benefit actuarially increased to his date of retirement, or the benefit based on the normal retirement benefit formula reflecting final average annual salary and service at actual retirement date

Actuarial Equivalence is determined using the 1983 Group Annuity Table (Male), post retirement only, and 8% interest.

Death Benefits:

For Active Employees Prior to Retirement: The named beneficiary of a deceased participant will receive a monthly annuity payable for life with 10 years certain. The amount will be determined equal to the participant's actuarial present value of his accrued benefit, with a minimum of 2 times his salary and a maximum of 100 times his anticipated normal retirement benefit.

For Terminated Participants Eligible for Future Benefits Prior to Retirement: The named beneficiary of a deceased participant will receive a monthly annuity payable for life with 10 years certain. The amount will be determined equal to the participant's actuarial present value of his accrued benefit.

Employee Contrib.:

Employees are required to contribute 7.5% of basic salary (eff. 10/5/09)

Vesting:

A participant shall have a right to his accrued benefit as follows:

<u>Years of Serv.</u>	<u>Vesting</u>	<u>Years of Serv.</u>	<u>Vesting</u>
Less than 5 yrs.	0%	8 years	70%
5 years	25%	9 years	85%
6 years	40%	10 years	100%
7 years	55%		

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

APPENDIX B
ACTUARIAL ASSUMPTIONS

FUNDING METHOD

Aggregate Actuarial Cost Method – A net normal cost is developed by subtracting the Valuation Assets from the PV of Future Benefits, and multiplying that by the ratio of current salaries to the present value of future salaries. The expected employee contributions are subtracted from this amount, and it is adjusted for interest.

This method is designed to adequately fund the plan over a long term basis by providing a consistent percentage of active salary as the Actuarially Determined Contribution. In the event that the plan population is reduced such that the Aggregate Method is unsuitable for the plan, it is anticipated that the funding method would be changed to the Entry Age Normal method, with a maximum of 10 year amortization of the initial unfunded accrued liability.

For funding purposes, change in interest rate from 7.5% to 7.0% will be phased in over three years. October 1, 2017 is the second year of the phase in and thus the Actuarially Determined Contribution is based on 33.3% of the 7.5% valuation results and 66.7% of the 7.0% valuation results.

Valuation Assets – Smoothed with 5 year recognition of actuarial gains and losses. The method was modified as of 2015 to amortize each year's gain or loss over a closed five year period, rather than on a rolling aggregate basis. This was done to conform the method with ERISA requirements.

INTEREST ASSUMPTION – Funding and FAS-35

Pre-Retirement: 7.0% Compounded Annually

Post-Retirement: 7.0% Compounded Annually

MORTALITY ASSUMPTION – Post Retirement Only

For Funding and FAS-35: RP-2000 Mortality Tables Projected by Scale BB

TURNOVER - None assumed

SALARY SCALE - Salaries are assumed to increase at 4% per year, to the extent limited by law

EARLY RETIREMENT

Participants are assumed to retire early according to the following table(s):

- New for 2016, additional rates based on completed service added to basic rates.

<u>Age</u>	<u>Rate of Retirement</u>	<u>Age</u>	<u>Rate of Retirement</u>	<u>With 25+ Service</u>	<u>Additional Rate of Retirement</u>
55	5%	60	5%	25 yrs.	20%
56	3%	61	5%	26-29 yrs.	10%
57	3%	62	20%	30 yrs.	20%
58	3%	63	20%	31+ yrs.	10%
59	3%	64	5%		

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

APPENDIX C - EMPLOYEE STATUS REPORT
FOR PLAN YEAR BEGINNING OCTOBER 1, 2017

NAME	SEX	ATT	YRS TO	ANNUAL	-----DATES-----				STATUS
		AGE	RETIRE	SALARY	BIRTH	EMPLOY	PARTIC	RETIRE	
ALLMAN, SCOTT	M	52	13	\$56,230	5/27/1965	1/7/1985	10/1/2003	6/1/2030	ACTIVE
BALDWIN, ANDREW R	M	53	12	30,768	7/11/1964	9/24/2007	9/24/2007	8/1/2029	ACTIVE
BECKMAN, BRUCE	M	66	0	65,936	3/30/1952	8/31/1981	10/1/2003	4/1/2017	ACTIVE
BONIN, AMANDA L	F	31	34	38,995	4/13/1986	12/18/2006	12/18/2006	5/1/2051	ACTIVE
BROWN, DOUGLAS G	M	60	5	29,412	6/14/1957	5/22/2006	5/22/2006	7/1/2022	ACTIVE
BRYANT, ROBERT S	M	43	22	34,213	6/7/1974	9/13/2004	9/13/2004	7/1/2039	ACTIVE
CAMACHO, RIGOBERTO L	M	59	6	42,145	3/5/1959	7/13/1992	10/1/2003	4/1/2024	ACTIVE
CAMPBELL, CATHERINE	F	57	8	38,129	8/6/1960	3/10/2003	10/1/2003	9/1/2025	ACTIVE
CARRIZALES, HEATHER	F	41	24	52,454	11/1/1976	2/4/2008	2/4/2008	12/1/2041	ACTIVE
CLOER, CHARLES S	M	49	16	33,134	2/11/1969	5/9/2011	5/9/2011	3/1/2034	ACTIVE
COCKCROFT, KYNAH R	F	55	10	50,301	11/29/1962	12/2/1991	10/1/2003	12/1/2027	ACTIVE
CONLEY, DENNIS	M	51	14	28,967	1/31/1967	10/3/2011	10/3/2011	2/1/2032	ACTIVE
CROMIE, MICHAEL C	M	50	15	43,909	5/21/1967	5/15/2000	10/1/2003	6/1/2032	ACTIVE
CULPEPPER, DEBORAH L	F	61	4	53,645	7/8/1956	7/11/1988	10/1/2003	8/1/2021	ACTIVE
DESAULNIERS, CHRIS R	M	47	18	31,492	4/30/1970	11/11/2002	10/1/2003	5/1/2035	ACTIVE
DESSOYE, DERICK J	M	37	28	32,876	1/4/1981	3/31/2003	10/1/2003	2/1/2046	ACTIVE
DIXON, TRAVIS S	M	43	22	42,164	1/11/1975	12/4/2000	10/1/2003	2/1/2040	ACTIVE
DOUD, MARK J	M	53	12	37,316	6/24/1964	3/9/1998	10/1/2003	7/1/2029	ACTIVE
DRIVER, STEPHEN P	M	54	11	52,578	6/29/1963	1/3/1989	10/1/2003	7/1/2028	ACTIVE
EISENMAN, SHAWN	M	44	21	28,144	11/10/1973	9/20/2010	9/20/2010	12/1/2038	ACTIVE
FERGUSON, BRUCE A	M	54	11	62,150	8/7/1963	5/22/1989	10/1/2003	9/1/2028	ACTIVE
FERRARA-DALY, LISA M	F	48	17	35,958	9/19/1969	8/20/2001	10/1/2003	10/1/2034	ACTIVE
FERREIRA, PETER M	M	33	32	60,653	7/18/1984	1/8/2007	12/31/2006	8/1/2049	ACTIVE
FRANKLIN, DONALD	M	35	30	54,933	6/12/1982	12/28/2009	12/28/2009	7/1/2047	ACTIVE
FRAZIER, ROBERT A	M	57	8	32,906	7/15/1960	5/15/2006	5/15/2006	8/1/2025	ACTIVE
GAINES, DENNIS L	M	55	10	30,898	3/8/1963	10/20/2008	10/20/2008	4/1/2028	ACTIVE
GENO, WILLIAM J	M	58	7	43,827	7/29/1959	10/6/1997	10/1/2003	8/1/2024	ACTIVE
GLOR, CHAPMAN K	M	56	9	66,457	12/27/1961	8/3/1987	10/1/2003	1/1/2027	ACTIVE
GRABOWSKI, DEBBIE G	F	62	3	50,253	1/17/1956	9/21/1992	10/1/2003	2/1/2021	ACTIVE
GRASSO, DARREN J	M	51	14	38,710	5/12/1966	1/17/2005	1/17/2005	6/1/2031	ACTIVE
GREEN, CHRISTOPHER B	M	49	16	42,251	2/28/1969	2/17/1997	10/1/2003	3/1/2034	ACTIVE
GREEN, JOHNNIE M	M	59	6	62,224	9/24/1958	4/10/2006	4/10/2006	10/1/2023	ACTIVE
GUENTHER, JEFFREY S	M	57	8	42,433	2/26/1961	11/21/1994	10/1/2003	3/1/2026	ACTIVE
GUNNLAUGSSON, JULIE	F	57	8	29,869	8/20/1960	10/24/2005	10/24/2005	9/1/2025	ACTIVE
HALL, JOHN L	M	52	13	49,030	11/12/1965	10/4/1993	10/1/2003	12/1/2030	ACTIVE
HENDRIETH, IZELL A	M	60	5	21,569	7/21/1957	8/25/2008	8/25/2008	8/1/2022	ACTIVE
HICKS, MELISSA A	F	34	31	43,035	11/19/1983	1/10/2005	1/10/2005	12/1/2048	ACTIVE
HOOD, LEWIS J	M	55	10	36,914	7/15/1962	8/23/1999	10/1/2003	8/1/2027	ACTIVE
HUPF, DEBORAH K	F	60	5	33,932	7/28/1957	10/4/2004	10/4/2004	8/1/2022	ACTIVE
JOHNSON, LINDA D	F	63	2	58,715	8/28/1954	9/1/2000	10/1/2003	9/1/2019	ACTIVE

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

APPENDIX C - EMPLOYEE STATUS REPORT
FOR PLAN YEAR BEGINNING OCTOBER 1, 2017

NAME	SEX	ATT	YRS TO	ANNUAL	-----DATES-----				STATUS
		AGE	RETIRE	SALARY	BIRTH	EMPLOY	PARTIC	RETIRE	
JOSEPH, DENA M	F	49	16	\$48,490	2/14/1969	11/27/1995	10/1/2003	3/1/2034	ACTIVE
JOWERS, JEFFREY R	M	47	18	27,778	5/26/1970	9/10/2007	9/10/2007	6/1/2035	ACTIVE
KALISIAK, IWONA M	F	59	6	29,901	11/13/1958	8/9/2004	8/9/2004	12/1/2023	ACTIVE
KINGSBURY, COREY	M	42	23	46,263	6/6/1975	6/7/2010	6/7/2010	7/1/2040	ACTIVE
KOSKO, MARK M	M	49	16	34,924	1/22/1969	6/18/2001	10/1/2003	2/1/2034	ACTIVE
LANGDON, RICHARD	M	43	22	38,747	9/25/1974	3/21/2011	3/21/2011	10/1/2039	ACTIVE
LANNI, DEBORAH M	F	59	6	34,819	2/10/1959	12/18/2006	12/18/2006	3/1/2024	ACTIVE
LAVENDER, ROBERT L	M	61	4	56,718	11/10/1956	7/18/1990	10/1/2003	12/1/2021	ACTIVE
LE CLAIR, ROBERT G	M	61	4	28,551	10/10/1956	9/17/2007	9/17/2007	11/1/2021	ACTIVE
LEE, LIT Y	M	47	18	28,615	12/13/1970	12/20/2004	12/20/2004	1/1/2036	ACTIVE
LENARCIC, ANDREW M	M	42	23	29,317	2/14/1976	1/8/2007	1/8/2007	3/1/2041	ACTIVE
LEONG, VINSON P	M	60	5	34,300	1/11/1958	8/7/2000	10/1/2003	2/1/2023	ACTIVE
LOCKABY, PAUL M	M	57	8	43,350	7/30/1960	12/16/1985	10/1/2003	8/1/2025	ACTIVE
LONDON, TRACY M	F	44	21	39,391	4/12/1973	3/31/2003	10/1/2003	5/1/2038	ACTIVE
LOVALLO, SUSAN L	F	48	17	107,985	10/24/1969	1/13/2003	10/1/2003	11/1/2034	ACTIVE
MACKEY, JOHN A	M	57	8	31,861	11/12/1960	8/22/2011	8/22/2011	12/1/2025	ACTIVE
MADORMA, MICHAEL	M	58	7	36,709	9/20/1959	5/20/2002	10/1/2003	10/1/2024	ACTIVE
MATASSA, ROBERT T	M	62	3	48,165	2/28/1956	9/11/1989	10/1/2003	3/1/2021	ACTIVE
MATTER, BRETT J	M	38	27	38,622	3/13/1980	4/24/2000	10/1/2003	4/1/2045	ACTIVE
MCDONALD, HEATHER	F	47	18	30,964	6/17/1970	9/28/2008	9/28/2008	7/1/2035	ACTIVE
MEADOWS, RICHARD T	M	54	11	36,830	7/26/1963	7/10/2006	7/10/2006	8/1/2028	ACTIVE
MICHAELS, HAROLD R	M	64	1	44,173	8/19/1953	7/31/2006	7/31/2006	9/1/2018	ACTIVE
MILLER, CARMEN L	F	62	3	44,523	4/4/1955	8/3/1998	10/1/2003	5/1/2020	ACTIVE
MUNROE, PEGGY A	F	58	7	36,001	8/20/1959	5/10/1999	10/1/2003	9/1/2024	ACTIVE
PALLANTE, LISA A	F	55	10	66,622	10/10/1962	7/7/2008	7/7/2008	11/1/2027	ACTIVE
PARKER, MARY E	F	62	3	42,331	2/18/1956	2/9/1987	10/1/2003	3/1/2021	ACTIVE
PEARSON, DEBORAH J	F	66	0	53,058	6/6/1951	5/18/1998	10/1/2003	7/1/2016	ACTIVE
PISKURA, JAMES	M	60	5	25,334	7/10/1957	11/30/2009	11/30/2009	8/1/2022	ACTIVE
REED, BARBARA J	F	65	0	31,949	12/30/1952	2/10/2003	10/1/2003	1/1/2018	ACTIVE
REED, BRENT A	M	46	19	36,588	12/6/1971	1/10/2005	1/10/2005	1/1/2037	ACTIVE
RIVERA, CYNTHIA K	F	49	16	42,590	5/19/1968	6/30/2005	6/30/2005	6/1/2033	ACTIVE
ROWLES, COMMODORE P	M	55	10	31,130	8/30/1962	4/26/2010	4/26/2010	9/1/2027	ACTIVE
ROWLEY, JANOS Y	M	36	29	26,729	7/16/1981	11/14/2011	11/14/2011	8/1/2046	ACTIVE
RUBIN, HEATHER R	F	45	20	37,809	11/4/1972	5/2/2005	5/2/2005	12/1/2037	ACTIVE
SALERNO, PAUL	M	60	5	66,914	6/26/1957	5/8/1995	10/1/2003	7/1/2022	ACTIVE
SCHARF, MICHAEL J	M	64	1	42,708	7/27/1953	7/17/1995	10/1/2003	8/1/2018	ACTIVE
SISK, JENNIFER L	F	44	21	46,747	8/20/1973	12/4/2006	12/4/2006	9/1/2038	ACTIVE
SITES, CARL E	M	56	9	29,787	3/10/1962	1/7/2008	1/7/2008	4/1/2027	ACTIVE
SMITH, MICHAEL R	M	39	26	31,513	1/21/1979	11/15/2004	11/15/2004	2/1/2044	ACTIVE
SMITH, RICHARD W	M	61	4	36,139	3/25/1957	7/10/2006	7/10/2006	4/1/2022	ACTIVE

CITY OF PORT ORANGE GENERAL EMPLOYEES
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APPENDIX C - EMPLOYEE STATUS REPORT
FOR PLAN YEAR BEGINNING OCTOBER 1, 2017

NAME	SEX	ATT	YRS TO	ANNUAL	-----DATES-----				STATUS
		AGE	RETIRE	SALARY	BIRTH	EMPLOY	PARTIC	RETIRE	
SOLANA, SHERILYN S	F	41	24	\$29,878	10/2/1976	10/4/2004	10/4/2004	11/1/2041	ACTIVE
TALIAFERRO, TROY P	M	41	24	51,788	7/23/1976	8/3/2005	8/3/2005	8/1/2041	ACTIVE
THOMAS, BROCK A	M	31	34	29,634	1/21/1987	6/26/2006	6/26/2006	2/1/2052	ACTIVE
TISCHLER, ALLAN H	M	53	12	76,701	9/21/1964	4/12/2004	4/12/2004	10/1/2029	ACTIVE
VANTHOFF, DAVID K	M	57	8	36,052	3/6/1961	1/16/2006	1/16/2006	4/1/2026	ACTIVE
WESTBERRY-MILLER, CO	F	27	38	36,460	11/18/1990	5/16/2011	5/16/2011	12/1/2055	ACTIVE
WHELDON, MICHAEL F	M	50	15	37,887	7/17/1967	2/8/1999	10/1/2003	8/1/2032	ACTIVE
WIEDEL, CHERYL V	F	53	12	46,080	11/7/1964	8/17/1998	10/1/2003	12/1/2029	ACTIVE
WIGGINS, JULIA L	F	48	17	63,025	7/14/1969	1/30/1989	10/1/2003	8/1/2034	ACTIVE
WIGGINS, ROBERT H	M	52	13	31,927	1/21/1966	5/17/2004	5/17/2004	2/1/2031	ACTIVE
WILLIAMS, DERRICK R	M	54	11	44,555	10/25/1963	9/11/1989	10/1/2003	11/1/2028	ACTIVE
WILSON, ADAM B	M	41	24	30,342	9/7/1976	3/28/2005	3/28/2005	10/1/2041	ACTIVE
WILSON, RICK T	M	54	11	80,454	10/23/1963	1/25/1988	10/1/2003	11/1/2028	ACTIVE
ZUBER, NANCY D	F	57	8	55,579	2/23/1961	1/19/1987	10/1/2003	3/1/2026	ACTIVE
ZUBER, THOMAS M	M	62	3	31,867	11/14/1955	10/27/2003	10/27/2003	12/1/2020	ACTIVE

CITY OF PORT ORANGE GENERAL EMPLOYEES
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APPENDIX C - EMPLOYEE STATUS REPORT
FOR PLAN YEAR BEGINNING OCTOBER 1, 2017

POST 2012 PLAN FORMULA GROUP

NAME	SEX	ATT	YRS TO	ANNUAL	-----DATES-----				STATUS
		AGE	RETIRE	SALARY	BIRTH	EMPLOY	PARTIC	RETIRE	
BALLER JR, JOHN	M	48	17	\$44,659	11/27/1969	2/28/2016	2/28/2016	12/1/2034	ACTIVE
BRYSON, ANTHONY	M	60	5	2,729	1/27/1958	8/7/2017	8/7/2017	2/1/2023	NEW PAR
COLBY, MYRON	M	64	5	2,729	6/28/1953	8/7/2017	8/7/2017	9/1/2022	NEW PAR
CROXFORD, RONALD	M	47	18	26,138	6/17/1970	10/6/2014	10/6/2014	7/1/2035	ACTIVE
CURRY, EDWARD	M	49	16	32,488	12/4/1968	7/20/2015	7/20/2015	1/1/2034	ACTIVE
DESAULNIERS, RYAN R	M	28	37	21,246	12/30/1989	8/15/2016	8/15/2016	1/1/2055	ACTIVE
DILLON, JAMES	M	58	7	28,046	4/2/1959	9/3/2012	9/3/2012	5/1/2024	ACTIVE
DOTTEN, EDWIN	M	42	23	29,220	8/14/1975	3/24/2016	3/24/2016	9/1/2040	ACTIVE
EWING, RANDY	M	50	15	30,252	7/21/1967	3/24/2016	3/24/2016	8/1/2032	ACTIVE
GASKINS, MICHAEL	M	33	32	16,814	2/2/1985	2/6/2017	2/6/2017	3/1/2050	NEW PAR
GLOVER, DONNY	M	42	23	24,596	9/29/1975	4/21/2014	4/21/2014	10/1/2040	ACTIVE
HAMPTON, JOHN R	M	47	18	27,422	8/20/1970	7/20/2015	7/20/2015	9/1/2035	ACTIVE
HARRELL, DAVID	M	46	19	19,397	5/7/1971	12/12/2016	12/12/2016	6/1/2036	NEW PAR
KREINER, JOSEPH W	M	58	8	27,884	3/24/1960	4/6/2015	4/6/2015	5/1/2025	ACTIVE
LONG, JOSHUA A	M	30	35	23,195	3/3/1988	9/27/2016	9/27/2016	4/1/2053	NEW PAR
MOORE, ROBERT T	M	51	14	5,003	10/22/1966	5/30/2017	5/30/2017	11/1/2031	NEW PAR
NELSON, KEITH A	M	57	8	24,400	3/20/1961	9/8/2014	9/8/2014	4/1/2026	ACTIVE
OWEN, SHAWN T	M	41	24	32,020	12/27/1976	7/15/2013	7/15/2013	1/1/2042	ACTIVE
QUARTARARO, SETH	M	26	39	24,673	4/10/1991	4/6/2015	4/6/2015	5/1/2056	ACTIVE
STAUFFER, GARY P	M	35	30	26,064	7/9/1982	5/26/2015	10/26/2015	8/1/2047	ACTIVE
ZWENGER, STEVEN J	M	57	8	24,400	11/1/1960	9/19/2016	9/19/2016	11/1/2025	NEW PAR

CITY OF PORT ORANGE GENERAL EMPLOYEES
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APPENDIX D - BENEFIT STATUS REPORT
FOR PLAN YEAR BEGINNING OCTOBER 1, 2017

PARTICIPANT NAME	AA	RA	MONTHLY		ACCRUED BENEFIT	-----VESTED-----		
			COMP.	BENEFIT		PCT	BENEFIT	PRES. VAL.*
ALLMAN, SCOTT	52	65	\$ 4,686	\$4,379.39	\$3,135.89	100	\$3,135.89	\$182,936
BALDWIN, ANDREW R	53	65	2,564	1,117.21	501.90	100	501.90	27,514
BECKMAN, BRUCE	66	65	5,495	3,816.08	3,816.08	100	3,816.08	514,830
BONIN, AMANDA L	31	65	3,250	2,882.46	656.36	100	656.36	30,380
BROWN, DOUGLAS G	60	65	2,451	790.05	538.32	100	538.32	47,656
BRYANT, ROBERT S	43	65	2,851	1,989.10	692.59	100	692.59	32,671
CAMACHO, RIGOBERTO L	59	65	3,512	2,263.98	1,790.36	100	1,790.36	162,398
CAMPBELL, CATHERINE	57	65	3,177	1,438.75	838.88	100	838.88	62,021
CARRIZALES, HEATHER	41	65	4,371	2,944.29	739.07	85	628.21	35,613
CLOER, CHARLES S	49	65	2,761	1,233.33	322.26	40	128.90	16,384
COCKCROFT, KYNAH R	55	65	4,192	3,086.36	2,138.03	100	2,138.03	153,781
CONLEY, DENNIS	51	65	2,414	961.54	244.26	25	61.07	12,215
CROMIE, MICHAEL C	50	65	3,659	2,376.69	1,258.28	100	1,258.28	56,946
CULPEPPER, DEBORAH L	61	65	4,470	3,054.44	2,657.64	100	2,657.64	292,016
DESAULNIERS, CHRIS R	47	65	2,624	1,718.61	753.87	100	753.87	33,058
DESSOYE, DERICK J	37	65	2,740	2,345.55	777.12	100	777.12	35,047
DIXON, TRAVIS S	43	65	3,514	2,759.99	1,151.95	100	1,151.95	43,419
DOUD, MARK J	53	65	3,110	1,981.29	1,200.33	100	1,200.33	66,175
DRIVER, STEPHEN P	54	65	4,382	3,555.48	2,510.32	100	2,510.32	167,589
EISENMAN, SHAWN	44	65	2,345	1,313.37	312.17	55	171.69	15,800
FERGUSON, BRUCE A	54	65	5,179	4,174.78	2,824.50	100	2,824.50	183,725
FERRARA-DALY, LISA M	48	65	2,996	2,001.74	925.52	100	925.52	37,891
FERREIRA, PETER M	33	65	5,054	4,303.99	858.35	100	858.35	37,932
FRANKLIN, DONALD	35	65	4,578	3,418.04	675.35	55	371.44	32,188
FRAZIER, ROBERT A	57	65	2,742	1,057.55	575.82	100	575.82	41,378
GAINES, DENNIS L	55	65	2,575	976.99	436.52	70	305.56	22,131
GENO, WILLIAM J	58	65	3,652	2,002.60	1,446.36	100	1,446.36	111,209
GLOR, CHAPMAN K	56	65	5,538	4,475.68	3,414.77	100	3,414.77	246,022
GRABOWSKI, DEBBIE G	62	65	4,188	2,418.69	2,066.57	100	2,066.57	235,756
GRASSO, DARREN J	51	65	3,226	1,706.25	751.99	100	751.99	36,415
GREEN, CHRISTOPHER B	49	65	3,521	2,629.33	1,406.41	100	1,406.41	56,543
GREEN, JOHNNIE M	59	65	5,185	1,818.84	1,109.69	100	1,109.69	90,272
GUENTHER, JEFFREY S	57	65	3,536	2,244.08	1,607.84	100	1,607.84	111,066
GUNNLAUGSSON, JULIE	57	65	2,489	990.73	564.92	100	564.92	41,766
HALL, JOHN L	52	65	4,086	3,094.77	1,939.00	100	1,939.00	97,128

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CITY OF PORT ORANGE GENERAL EMPLOYEES
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FOR PLAN YEAR BEGINNING OCTOBER 1, 2017

PARTICIPANT NAME	AA	RA	MONTHLY		ACCRUED BENEFIT	-----VESTED-----		
			COMP.	BENEFIT		PCT	BENEFIT	PRES. VAL.*
HENDRIETH, IZELL A	60	65	\$ 1,797	\$497.13	\$318.86	85	\$271.03	\$23,859
HICKS, MELISSA A	34	65	3,586	3,152.10	883.89	100	883.89	40,810
HOOD, LEWIS J	55	65	3,076	1,744.50	1,087.11	100	1,087.11	68,231
HUPF, DEBORAH K	60	65	2,828	1,015.80	517.71	100	517.71	47,154
JOHNSON, LINDA D	63	65	4,893	1,885.77	1,651.17	100	1,651.17	183,202
JOSEPH, DENA M	49	65	4,041	3,124.64	1,719.28	100	1,719.28	71,519
JOWERS, JEFFREY R	47	65	2,315	1,282.59	445.47	100	445.47	22,034
KALISIAK, IWONA M	59	65	2,492	966.22	631.42	100	631.42	52,550
KINGSBURY, COREY	42	65	3,855	2,300.31	509.87	55	280.43	26,019
KOSKO, MARK M	49	65	2,910	1,905.98	925.58	100	925.58	37,648
LANGDON, RICHARD	43	65	3,229	1,835.08	367.90	40	147.16	16,789
LANNI, DEBORAH M	59	65	2,902	981.60	552.54	100	552.54	45,214
LAVENDER, ROBERT L	61	65	4,727	3,054.90	2,554.63	100	2,554.63	263,501
LE CLAIR, ROBERT G	61	65	2,379	667.92	457.55	100	457.55	42,375
LEE, LIT Y	47	65	2,385	1,480.09	591.27	100	591.27	28,675
LENARCIC, ANDREW M	42	65	2,443	1,652.83	482.25	100	482.25	23,555
LEONG, VINSON P	60	65	2,858	1,293.60	962.35	100	962.35	81,898
LOCKABY, PAUL M	57	65	3,613	2,956.85	2,310.96	100	2,310.96	193,369
LONDON, TRACY M	44	65	3,283	2,317.93	894.39	100	894.39	38,681
LOVALLO, SUSAN L	48	65	8,999	5,771.21	2,427.34	100	2,427.34	100,895
MACKEY, JOHN A	57	65	2,655	748.25	294.81	40	117.92	14,469
MADORMA, MICHAEL	58	65	3,059	1,388.21	919.95	100	919.95	69,941
MATASSA, ROBERT T	62	65	4,014	2,577.33	2,248.85	100	2,248.85	250,513
MATTER, BRETT J	38	65	3,218	2,895.46	1,057.28	100	1,057.28	37,075
MCDONALD, HEATHER	47	65	2,580	1,374.99	470.67	85	400.07	22,088
MEADOWS, RICHARD T	54	65	3,069	1,356.96	668.78	100	668.78	39,229
MICHAELS, HAROLD R	64	65	3,681	848.88	790.45	100	790.45	90,697
MILLER, CARMEN L	62	65	3,710	1,642.63	1,388.73	100	1,388.73	147,288
MUNROE, PEGGY A	58	65	3,000	1,547.24	1,088.21	100	1,088.21	86,086
PALLANTE, LISA A	55	65	5,552	2,135.99	906.42	85	770.46	49,195
PARKER, MARY E	62	65	3,528	2,466.20	2,191.03	100	2,191.03	255,862
PEARSON, DEBORAH J	66	65	4,422	1,622.24	1,622.24	100	1,622.24	199,991
PISKURA, JAMES	60	65	2,111	527.80	313.28	55	172.30	16,153
REED, BARBARA J	65	65	2,662	755.41	755.41	100	755.41	93,820
REED, BRENT A	46	65	3,049	1,948.13	709.65	100	709.65	33,558

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CITY OF PORT ORANGE GENERAL EMPLOYEES
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FOR PLAN YEAR BEGINNING OCTOBER 1, 2017

PARTICIPANT NAME	AA	RA	MONTHLY		ACCRUED BENEFIT	-----VESTED-----		
			COMP.	BENEFIT		PCT	BENEFIT	PRES. VAL.*
RIVERA, CYNTHIA K	49	65	\$ 3,549	\$1,987.89	\$771.74	100	\$771.74	\$34,553
ROWLES, COMMODORE P	55	65	2,594	895.00	347.47	55	191.11	16,739
ROWLEY, JANOS Y	36	65	2,227	1,540.64	238.85	25	59.71	11,924
RUBIN, HEATHER R	45	65	3,151	2,053.89	669.33	100	669.33	31,468
SALERNO, PAUL	60	65	5,576	3,107.02	2,393.90	100	2,393.90	211,926
SCHARF, MICHAEL J	64	65	3,559	1,627.35	1,576.00	100	1,576.00	181,853
SISK, JENNIFER L	44	65	3,896	2,473.57	741.77	100	741.77	36,529
SITES, CARL E	56	65	2,482	931.67	461.68	85	392.43	25,192
SMITH, MICHAEL R	39	65	2,626	2,054.84	628.31	100	628.31	27,811
SMITH, RICHARD W	61	65	3,012	924.97	652.51	100	652.51	58,751
SOLANA, SHERILYN S	41	65	2,490	1,848.85	647.76	100	647.76	31,911
TALIAFERRO, TROY P	41	65	4,316	3,114.03	753.97	100	753.97	32,808
THOMAS, BROCK A	31	65	2,470	2,244.55	533.98	100	533.98	26,396
TISCHLER, ALLAN H	53	65	6,392	3,280.04	1,619.89	100	1,619.89	87,808
VANTHOFF, DAVID K	57	65	3,004	1,194.93	683.26	100	683.26	46,933
WESTBERRY-MILLER, CO	27	65	3,038	2,693.96	345.27	40	138.11	17,016
WHELDON, MICHAEL F	50	65	3,157	2,144.92	1,152.75	100	1,152.75	51,585
WIEDEL, CHERYL V	53	65	3,840	2,438.30	1,452.55	100	1,452.55	80,554
WIGGINS, JULIA L	48	65	5,252	4,892.13	3,044.74	100	3,044.74	136,508
WIGGINS, ROBERT H	52	65	2,661	1,418.25	681.61	100	681.61	33,760
WILLIAMS, DERRICK R	54	65	3,713	2,985.20	2,080.36	100	2,080.36	138,439
WILSON, ADAM B	41	65	2,528	1,851.02	613.03	100	613.03	28,736
WILSON, RICK T	54	65	6,705	5,616.17	4,004.76	100	4,004.76	250,965
ZUBER, NANCY D	57	65	4,632	3,715.12	2,911.87	100	2,911.87	234,042
ZUBER, THOMAS M	62	65	2,656	892.28	702.65	100	702.65	69,238

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CITY OF PORT ORANGE GENERAL EMPLOYEES
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POST 2012 PLAN FORMULA GROUP

PARTICIPANT NAME	AA	RA	MONTHLY COMP.	MONTHLY BENEFIT	ACCRUED BENEFIT	-----VESTED-----		
						PCT	BENEFIT	PRES. VAL.*
BALLER JR, JOHN	48	65	\$ 3,722	\$1,106.55	\$73.34	0	\$0.00	\$5,304
BRYSON, ANTHONY	60	65	227	95.56	0.30	0	0.00	205
COLBY, MYRON	64	69	227	92.43	0.30	0	0.00	205
CROXFORD, RONALD	47	65	2,178	717.35	93.06	0	0.00	5,640
CURRY, EDWARD	49	65	2,707	786.92	92.76	0	0.00	5,437
DESAULNIERS, RYAN R	28	65	1,770	1,078.80	15.63	0	0.00	1,625
DILLON, JAMES	58	65	2,337	426.92	164.67	25	41.17	10,517
DOTTEN, EDWIN	42	65	2,435	944.79	41.53	0	0.00	3,161
EWING, RANDY	50	65	2,521	652.10	43.62	0	0.00	3,322
GASKINS, MICHAEL	33	65	1,401	1,095.74	13.08	0	0.00	1,261
GLOVER, DONNY	42	65	2,050	863.60	99.54	0	0.00	5,136
HAMPTON, JOHN R	47	65	2,285	731.26	75.63	0	0.00	4,389
HARRELL, DAVID	46	65	1,616	597.42	19.40	0	0.00	1,455
KREINER, JOSEPH W	58	65	2,324	368.68	88.35	0	0.00	5,142
LONG, JOSHUA A	30	65	1,933	1,113.37	30.93	0	0.00	1,740
MOORE, ROBERT T	51	65	417	285.16	2.22	0	0.00	375
NELSON, KEITH A	57	65	2,033	357.86	79.25	0	0.00	4,632
OWEN, SHAWN T	41	65	2,668	1,202.51	145.70	0	0.00	9,342
QUARTARARO, SETH	26	65	2,056	1,346.03	77.82	0	0.00	4,575
STAUFFER, GARY P	35	65	2,172	1,112.05	75.41	0	0.00	3,720
ZWENGER, STEVEN J	57	65	2,033	292.80	32.53	0	0.00	1,830

* Using IRS 2017 M/F Post Retirement mortality tables and 7.0% interest. Monthly benefit shown does not include Supplemental Benefits, however present value amount does. Employee contribution account shown if greater than vested present values.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

APPENDIX E.

SUPPLEMENTAL INFORMATION – October 1, 2017

The State of Florida requires municipalities to report certain items in their defined benefit plan Annual Valuation Reports that are not contained in our “normal” annual report format. This supplement is designed to either direct users to the sections of the current annual report that satisfy various requirements, or present additional schedules/information to ensure that the Plan is in compliance with the Florida State Statutes.

TABLE OF CONTENTS

1. Statement of adequacy of employer and employee contribution rates - Attached
2. A plan to amortize unfunded liabilities - Attached
3. A description and explanation of actuarial assumptions – See Appendix B
4. A schedule illustrating the amortization of unfunded liabilities – N/A -Attached
5. GAS-67 Disclosure Information for September 30, 2017 using 7.0% and 5.0% discount rates. Not included in this report as it will be prepared separately as part of the Sec. 112.664 disclosures that are more comprehensive.
6. A Statement by the enrolled actuary: Attached
7. Comparison of actual to expected salary increases over the preceding 3 year period - Attached
8. Comparison of actual to expected investment returns over the preceding 3 year period. - Attached
9. Reconciliation of the present value of accrued benefits over the prior period.
10. Breakout of the present value of future benefits by decrement for active participants.
11. Summary of prior required or actual contributions made by either employer or employees.
12. Age and service table provided for active participants.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

APPENDIX E. – Items 1,2,4,6

I, David G. Leonard, enrolled actuary, do hereby confirm that the attached Actuarial Valuation Report for the City of Port Orange General Employees Defined Benefit Retirement Plan as of October 1, 2017 is complete and accurate, and in my opinion the techniques and assumptions used are reasonable and meet the requirements and intent of this act.

Note that the funding method utilized does not separately amortize unfunded liabilities, as these are not directly recognized. However the Normal Cost generated implicitly includes a component to fund prior liabilities that are not currently funded.

Therefore we cannot include a schedule illustrating the amortization of unfunded liabilities, however the progress towards their funding is included with the GAS-25/27/67 audit data which is attached (Item #4). Based on the funding method in use, unfunded liabilities are being implicitly amortized over approximately 15 years on a level percentage of pay basis. (Item #2)

Additionally, there were no events not taken into account nor were there any trends not assumed to continue that were not included in the calculations that make up this report. (Reg. 1.003(4)(g)).

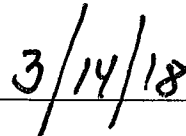
We performed an experience study regarding retirements, specifically focusing on the participants' utilization of a highly subsidized early retirement provision at 25 and 30 years of service. Our study revealed that we were probably assuming too high a rate at 25 years (and age 55 if qualified with 25 or more years of service). As a result, we reduced our assumed rates of retirement while also increasing the age 62 and 63 rates for the lesser subsidized regular early retirement benefits.

In my opinion, the employer and employee contribution rates are adequate to meet the levels of employee benefits that are provided in the retirement system. In the event the current rates do not appear to be adequate on a long term basis, the plan sponsor has made a commitment to fund the plan per actuarially derived contribution calculations as will be produced in future valuations. (Item #1)

The attached GAS-67/68 statements present the funded position of the plan on a market asset value basis. (Item #1)



David G. Leonard, A.S.A.
Enrolled Actuary 17-03604



CITY OF PORT ORANGE GENERAL EMPLOYEES DB RETIREMENT PLAN

October 1, 2017 Valuation Report - Supplemental Information for the State of Florida

Display 2 - Comparison of Actuarial Assumptions and Actual Results. Supplemental Report Schedules #7 and #8

Actuarial Valuation Date	Assumed Interest (A)	Actual Yield Earned (B)	Valuation Yield (C)	Appx. Actuarial Gain/(Loss)	Salary Inc. Assumed (D)	Actual Sal. Incr. (E)	Appx. Actuarial Gain/(Loss)
October 1	(prior year)	(prior year)	(prior year)		(prior year)	(prior year)	
2007	8.0%	12.8%	12.8%	785,653	6.0%	8.8%	(414,434)
2008	8.0%	-12.0%	-12.0%	(3,507,566)	6.0%	3.2%	522,827
2009	8.0%	0.6%	2.9%	(1,023,442)	6.0%	6.1%	(18,747)
2010	7.5%	6.6%	3.9%	(782,986)	4.0%	-0.9%	1,002,958
2011	7.5%	-3.6%	0.5%	(1,526,359)	4.0%	0.5%	631,165
2012	7.5%	16.9%	5.6%	(433,004)	4.0%	1.4%	335,925
2013	7.5%	15.6%	7.5%	(244)	4.0%	2.7%	164,574
2014	7.5%	10.9%	8.1%	162,105	4.0%	3.0%	123,803
2015	7.5%	2.4%	6.5%	(102,758)	4.0%	4.8%	(106,243)
2016	7.5%	10.1%	7.7%	40,817	4.0%	6.5%	(301,185)
2017	7.0%	11.4%	7.9%	258,980	4.0%	3.7%	38,663

Other pertinent actuarial assumptions used include:

- Preretirement Turnover - None is assumed. Normally, very few employees terminate prior to being eligible for benefits. Because of steep employee contribution rate, a Turnover assumption would have little effect on costs.
- Post Retirement Mortality - RP-2000 with Scale BB generational mortality projection (Scale BB is used for State reporting in 2017).
- Early Retirement Rates - We assume a portion of the eligible population will retire starting at age 55 and each age beyond. Please see the valuation report assumptions review for detailed rates at each age/service combination.

**CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN**

Rollforward of Present Value of Accrued Benefits -

	For the years ended 09/30	
<u>Supplemental Schedule 9</u>	<u>2017</u>	<u>2016</u>
Actuarial Present Value of Accumulated Plan Benefits at Beginning of Year	\$30,922,746	\$29,003,151
Increase (Decrease) During the Year Attributable to:		
Benefits Accumulated, Actuarial Experience (includes ER subsidies)	219,728	988,144
Increase in Interest Due to Decrease in the Discount Period	2,078,843	1,940,459
Benefits Paid	(2,227,257)	(2,331,460)
Changes in Plan Provisions	0	0
Plan Assumption Changes	0	1,322,452
	-----	-----
Actuarial Present Value of Accumulated Plan Benefits at End of Year	\$30,994,060	\$30,922,746
<u>Distribution of Actuarial Value of Accumulated Plan Benefits:</u>		
Vested Accumulated Plan Benefits:		
Retired Participants in Pay Status	\$21,636,000	\$21,266,880
Terminated Members with Vested Rights	795,159	700,319
Active Members - Employer Funded	4,360,830	4,819,253
Active Members - Employee Funded	<u>3,805,440</u>	<u>3,623,043</u>
Subtotal - Vested Accum. Plan Benefits	\$30,597,429	\$30,409,496
Non-vested Accumulated Plan Benefits		
Active Members	396,631	513,250
TOTAL ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS:	\$30,994,060	\$30,922,746

Note: Post Retirement Mortality - current year's IRS Blended Tables (M/F)

Interest Rates: 7.0%

PVAB does not take into account potential ER Subsidies until realized
but does include Supplemental Benefits.

**CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN**

Breakout of Present Value Future Benefits (PVFB) by
Decrement for Active Plan Participants - Supplemental Rpt. Sch. #10

October 1, 2017 Valuation Report

Interest Rates: 7.0%

Present Value of Future Benefits:
(PVFB)

	All Decrements	No Decrements
Basic Benefits	\$18,126,231	\$18,040,013
Supplemental Benefits	<u>1,109,429</u>	<u>875,591</u>
Total	\$19,235,660	\$18,915,604

Increase in PVFB due to decrements: \$320,056

Breakdown of PVFB by component:

	Basic Benefits	Supplemental Ben.	Total
Normal Retirement	\$18,040,013	\$875,591	\$18,915,604
Pre-retirement Mortality	0	0	0
Pre-retirement Turnover	0	0	0
Early Retirement Rates	<u>86,218</u>	<u>233,838</u>	<u>320,056</u>
Total PVFB	\$18,126,231	\$1,109,429	\$19,235,660

	All Decrements	No Decrements
Present Value of Future Salary (PVFSAL)	\$41,224,236	\$51,273,972

Note: PVFSAL increases by approximately 24% with Early Retirement Rates removed. Thus the actual decrease in Normal Cost from the Early Retirement benefits as assumed is \$441,603.

* A pre-retirement turnover assumption may be added after an experience study is preformed prior to the October 1, 2017 valuation being prepared.

Information on Pension Funding Progress - Supplemental Report Schedule #11

History of Employee Contributions
 History of Employer Contributions
 Schedule of Annual Required Contribution
 Contributions as a percentage of payroll

Year Ended	Covered Payroll (*)	Actual Employer Contribution	ER % of Payroll	Actuarially Required Contribution	ARC as Percentage of Payroll	Percentage of ARC Contributed	Employee Contribution	EE % of Payroll
September 30								
2007	7,417,659	1,023,333	13.8%	944,216	12.7%	108.4%	426,504	5.7%
2008	7,275,289	1,009,205	13.9%	929,916	12.8%	108.5%	451,079	6.2%
2009	7,599,335	1,199,567	15.8%	1,291,191	17.0%	92.9%	456,957	6.0%
2010	7,320,768	1,005,433	13.7%	1,021,870	14.0%	98.4%	563,787	7.7%
2011	6,768,699	992,875	14.7%	782,046	11.6%	127.0%	534,679	7.9%
2012	6,507,751	912,160	14.0%	779,345	12.0%	117.0%	507,532	7.8%
2013	5,495,483	936,378	17.0%	753,666	13.7%	124.2%	405,427	7.4%
2014	5,170,450	702,741	13.6%	702,741	13.6%	100.0%	459,552	8.9%
2015	5,300,301	673,300	12.7%	673,138	12.7%	100.0%	397,523	7.5%
2016	5,287,951	880,209	16.6%	739,845	14.0%	119.0%	396,597	7.5%
2017	4,802,452	794,333	16.5%	744,380	15.5%	106.7%	360,185	7.5%

* Through 2014, covered payroll shown excludes members who terminated or retired during the year, and also includes full annual compensation for new members. Starting with 2015, covered payroll shown includes all active participants at any time during the prior year.

Actuarially Required Contribution is the GASB ARC through 2014, and the prior year's valuation contribution percentage multiplied by the covered payroll, starting with 2015.

CITY OF PORT ORANGE
GENERAL EMPLOYEES
PENSION PLAN

Schedule SB, line 26
Schedule of Active
Participant Data

Supplemental Schedule #13
As of October 1, 2017

Attained Age	Under 1	1 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 & up
Under 25	0	0	0	0	0	0	0	0	0	0
25 to 29	0	3	1	0	0	0	0	0	0	0
30 to 34	1	0	0	4	0	0	0	0	0	0
35 to 39	0	1	2	2	1	0	0	0	0	0
40 to 44	0	3	4	8	1	0	0	0	0	0
45 to 49	1	4	2	6	2	2	1	0	0	0
50 to 54	1	1	3	5	4	1	5	1	0	0
55 to 59	1	3	4	7	5	1	1	3	0	0
60 to 64	1	0	2	7	2	2	4	1	0	0
65 to 69	0	0	0	0	1	0	0	0	1	0
70 & Up	0	0	0	0	0	0	0	0	0	0

Average Age 50.3 Average Service 12.8

Includes all active participants regardless of benefit structure.

David G. Leonard ASA, LLC

533 North Nova Road, Suite 207 • Ormond Beach, FL 32174
(386) 206-8932 • (386) 310-7947

James Moore & Co., P.L.
121 Executive Circle
Daytona Beach, FL 32114-1180
Attn: Doug Gillikin

March 14, 2018

Re: City of Port Orange General Employee's
Defined Benefit Retirement Plan

Dear Doug:

In response to your request for information for your regular audit as of September 30, 2017, we have enclosed information pursuant to Statements 67 & 68. The information is presented in the recommended formats as described in the statements.

CERTIFICATION

We have prepared disclosure statements per the Government Accounting Standards Board Statements #67 and #68 for the City of Port Orange General Employees Defined Benefit Retirement Plan for the fiscal year ended September 30, 2017.

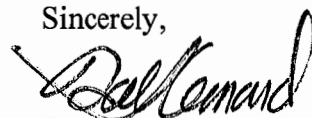
The disclosures are based on employee and plan financial data which were provided by the Plan Administrator, Plan Trustee, and various financial institutions. All information submitted to us has been reviewed for reasonableness and consistency, but has otherwise been accepted and relied upon without audit. The plan provisions and other material assumptions are disclosed as required in their respective sections. Projected improvements in mortality have been reflected in the usage of table RP-2000 projected with Scale BB. While this does not reflect the latest available tables, the use of this table conforms with standard practice as directed in the Florida Codes.

To the best of our knowledge, the information supplied in this report is complete and accurate. In our opinion, each actuarial assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer our best estimate of anticipated experience under the plan.

Future actuarial measurements may differ significantly from the current measurement presented in this report due to such factors as the following: plan experience differing from that anticipated; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. The undersigned credentialed actuary meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Please let me know if you have any questions or need any further information. I can be reached at (386) 206-8932.

Sincerely,



David G. Leonard, A.S.A.

Summary of Significant Accounting Policies

Pensions: For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of Port Orange General Employees' Defined Benefit Retirement Plan (POGEDBRP) have been determined on the same basis as the they are reported by POGEDBRP. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

1. Plan Description

Plan Administration:

The City administers three single-employer defined benefit pension plans. This section refers solely to the City of Port Orange General Employees' Defined Benefit Retirement Plan, which provides pensions for most permanent full-time, non-uniformed, non-teacher employees of the City. The Plan was established under the authority of the City Council and City Statutes.

Management of the plan is vested in the Pension Committee, which consists of several employees or individuals appointed by the City Council.

Plan Membership:

September 30, 2017 pension plan membership consisted of the following:

Inactive plan members or beneficiaries currently receiving benefits:	86
Inactive plan members entitled to but not yet receiving benefits:	20
Active plan members:	<u>116</u>
Total Plan Membership:	222

2. Benefit Provisions

City of Port Orange General Employees' Defined Benefit Retirement Plan

The plan provides retirement, disability, and death benefits to eligible non-uniformed, non-teacher employees of the City of Port Orange. The plan was closed to new non-union members as of January 1, 2012. Certain union employees may elect to participate in the plan at a modified rate of accrual. Please see the attached benefit provisions from the annual valuation report. (Plan Provisions have not changed from prior year's disclosures)

Benefits Provided: POGEDBRP provides retirement, disability, and death benefits. Retirement benefits for most participants are calculated as 2% of the employee's highest 5 consecutive year average salary times the employee's years of service. Additional benefits were available for service prior to September 30, 2009, including a supplemental benefit equal to \$16 per year of service. New members as of January 1, 2012 have a reduced benefit formula equal to 1.6% of the participants's highest 8 consecutive year average salary times years of service.

Retirement is available with full benefits is at age 65 with 10 years of service. Early retirement is available with a 3% annual reduction after age 55 with 10 years of service. Plan members under the pre-2012 formula may retire after age 55 with 25 or 30 years of service and receive a guaranteed unreduced benefit based on those milestone years.

Disability benefits vary depending on whether the disability occurred in the line of duty, in which case an unreduced disability benefit is available. Otherwise, the benefit is the participant's accrued benefit reduced for early payment.

Death benefits are payable for the life of the beneficiary with 10 years certain. The amount is based on the participant's actuarial present value of accrued benefit, with a minimum of 2 year's salary and a maximum of 100 times of his anticipated retirement benefit.

CITY OF PORT ORANGE GENERAL EMPLOYEES DB RETIREMENT PLAN
Notes to the Financial Disclosures Per GAS-67&68
For the Year Ended September 30, 2017

3. Contributions

Section 1.3 of the Pension Plan provides members will contribute 7.5% of their annual compensation.

The City is required to contribute the amount determined by the actuary, considering the member contributions.

For the year ended September 30, 2017, the average active member contribution rate was 7.5% of annual base compensation, and the City's average contribution rate was approximately 16.5% of annual payroll.

4. Investments

Investment policy - The pension plans' policy in regard to the allocation of invested assets is established and may be amended by the Pension Committee by a majority vote of its members. It is the policy of the City's Pension Committee to pursue an investment strategy that reduces risk through the prudent diversification of the portfolio across a broad selection of distinct asset classes.

The following was the Committee's adopted asset allocation policy as of September 30, 2017:

<u>Asset Class</u>	<u>Target Allocation</u>
US Large Cap Equity	40%
US Small/Mid Cap Equity	10%
International Equity	10%
US Direct Real Estate	15%
Domestic Fixed Income	<u>25%</u>
Total	100%

5. Concentrations

There were no investments in any one organization that represents 5% or more of the pension plans net position.

6. Rate of Return

For the year ended September 30, 2017, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense - 11.72%

7. Net Pension Liability of the City

The components of the net pension liability of the City at September 30, 2017, were as follows:

Total pension liability:	\$37,537,415
Plans' fiduciary net position:	<u>(\$31,581,533)</u>
City's net pension liability:	<u>\$5,955,882</u>
Plan fiduciary net position as a percentage of the total pension liability	84.13%

CITY OF PORT ORANGE GENERAL EMPLOYEES DB RETIREMENT PLAN
Notes to the Financial Disclosures Per GAS-67&68
For the Year Ended September 30, 2017

8. Actuarial Assumptions

The total pension liability was determined by an actuarial valuation as of September 30, 2017 using the following actuarial assumptions, applied to all periods in the measurement:

Actuarial cost method	Entry age
asset valuation method	Fair value
Amortization method	Level dollar
Inflation	3.00%
Salary Increases	4.00% average, including inflation.
Investment rate of return	7.00% net of pension plan investment exp., includes inflation.
Mortality rates	Based on the RP-2000 post-retirement pension mortality, projected generationally using Scale BB
Retirement Rates	Retirement rates are assumed at various age and service combinations based on the results of an experience study performed as of 9/30/17. There rates represent a modest decrease in the prior assumed retirement levels.

Long term expected rate of return

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 expense 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 of return by the target asset allocation percentage

Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of September 30, 2017 (see the discussion of the pension plan's investment policy) are summarized in the following table:

<u>Asset Class</u>	<u>Long-Term Expected Real Rate of Return</u>
US Large Cap Equity	3.25%
US Small/Mid Cap Equity	3.50%
International Equity	4.00%
US Direct Real Estate	3.00%
Domestic Fixed Income	1.00%
Money Market	0.01%

Note: While the weighted composite average return adds up to 6.29%, the recent history of the trust in exceeding the assumed rate, along with prevailing practice among similar public pension systems, has lead us to continue to assume the current rate. The long term expected rates shown above were provided by Southeastern Advisory Services (SEA) using JP Morgan's 2016 capital markets assumptions. They are presented net of expected inflation (3.00%).

The Plan's Financial Advisor, SEA, has indicated that their recommendation would include a reduction in the assumed discount rate. The City and its auditors have taken that recommendation under advisement and have decided to remain at 7.0% for the current year.

The discount rate used to measure the total pension liability was thus 7.00%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current rates and that City contributions will be made at actuarially determined rates. Based on these assumptions, the plan's fiduciary net position was projected to be available to make all projected future benefit payments for 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.

CITY OF PORT ORANGE GENERAL EMPLOYEES DB RETIREMENT PLAN
Notes to the Financial Disclosures Per GAS-67
For the Year Ended September 30, 2017

9. Sensitivity of the net pension liability to changes in the discount rate

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 discount rate of 7.00%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.00%) or 1-percentage point higher (8.00%) than the current rate:

	1% Decrease <u>6.00%</u>	Current Discount Rate (7.00%)	1% Increase <u>8.00%</u>
Plan's net pension liability	\$10,149,871	\$5,955,882	\$2,362,296

10. Funded Status and Funding Progress

The funded status of the plan as of October 1, 2017 was as follows:

Actuarial Valuation Date	(A) Market Value of Assets	(B) Actuarial Accrued Liability (AAL) Entry Age Normal	(A-B) Over (Under) Funded AAL	(A/B) Funded AAL Ratio	(C) Covered Payroll*	[(A-B)/C] Over (Under) Funded AAL as a Percentage of Covered Payroll
Oct 1, 2014	27,454,543	31,702,592	(4,248,049)	86.6%	5,170,450	-82.2%
Oct 1, 2015	27,330,202	33,383,933	(6,053,731)	81.9%	5,300,301	-114.2%
Oct 1, 2016	29,289,164	35,912,702	(6,623,537)	81.6%	5,287,951	-125.3%
Oct 1, 2017	31,581,532	37,537,415	(5,955,882)	84.1%	4,802,452	-124.0%

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future, and actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future. The required schedule of funding progress ("RSI-1") immediately 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 liability for benefits.

* Actual for prior 12 months.

CITY OF PORT ORANGE GENERAL EMPLOYEES DB RETIREMENT PLAN

Notes to the Financial Disclosures Per GAS-67&68

For the Year Ended September 30, 2017

11. Schedule Of City Contributions And Schedule Of Investment Returns

fiscal years ending:	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Actuarially determined contribution	\$ 702,741	\$ 673,138	\$ 739,845	\$ 744,380
Contributions in relation to the actuarially determined contribution	702,741	673,300	880,209	794,333
Contribution deficiency (excess)	0	(162)	(140,364)	(49,953)
Covered Employee Payroll - actual for FYE	5,170,450	5,300,301	5,287,951	4,802,452
Contributions as a percentage of covered employee payroll	13.59%	12.70%	16.65%	16.54%

Notes to Schedule

Valuation Date:

Actuarially determined contributions are calculated as of October 1, for the year beginning one year following the valuation date, on a percentage of compensation basis.

Methods and assumptions used to determine contribution rates:

Actuarial cost method: Aggregate

Amortization method: n/a based on funding method. Gains and losses are included in the Normal Cost and amortized over the weighted expected future working lifetime of active members.

Asset Valuation method: 5-year smoothed market

Inflation: 3%

Salary increases: 4.00%, including inflation

Investment rate of return: 7.50%, net of pension plan investment expenses, including inflation
- Beginning with 2017-18, a 7.00% discount rate is being phased in over 3 years.

Retirement Age: Normal Retirement Date or on Valuation Date if past NRD.

Mortality: RP-2000 M/F- projected generationally with Scale BB.

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Annual money-weighted rate of return, net of investment expense:	10.87%	2.43%	11.50%	11.72%

Demonstration of Money Weighted Return calculation available upon request.

3/11/2018

CITY OF PORT ORANGE GENERAL EMPLOYEES DB RETIREMENT PLAN

Statement of Fiduciary Per GAS-67

For the Year Ended September 30, 20172017**Assets**

Cash and deposits	\$	984,829
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Receivables:

Prepaid Retirement Benefits	176,182
Due from Broker	0
Accrued Income (Included in other asset amounts)	61,837
Other - Adjust for rounding	0
Total Receivables	238,019

Investments

Equity Investments	
US Equity	14,428,971
International equity	3,476,865
Bonds	
US Treasury Obligations	469,106
US Government Obligations	1,178,923
Corp. & Foreign Bonds	4,448,103
Municipal Obligations	284,890
Real Estate	4,380,079
Florida Municipal Invt Trust	3,137,419
Total Investments	\$ 31,804,355
Total Assets	\$ 33,027,203

Liabilities

Payables:

Defined Contribution Accounts	(67,754)
Voluntary Contributions	(1,377,917)
Total liabilities	(1,445,671)

<u>Net Position Restricted for Pensions</u>	\$	<u>31,581,532</u>
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CITY OF PORT ORANGE GENERAL EMPLOYEES DB RETIREMENT PLAN**Statement of Changes in Fiduciary Net Position**
in the year ended September 30, 201720172016**Additions**

Contributions:

Employer	\$	\$794,333	\$880,209
Member		<u>360,185</u>	<u>396,597</u>

Total contributions	\$	\$1,154,518	\$1,276,806
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Investment Income:

Net Appreciation of fair value	\$	\$2,856,920	\$2,347,636
Interest and dividends (includes chg. in accrual)		612,207	568,146
Other income		1,425	6,256
Less investment expense		<u>(101,978)</u>	<u>(110,246)</u>

Net income from investing	\$	\$3,368,574	\$2,811,791
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Total Additions:	\$	<u>4,523,092</u>	<u>4,088,598</u>
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Deductions

Benefit Payments (includes refunds)	\$	\$2,154,821	\$2,043,177
Administrative expense		75,902	86,458
Other		0	0

Total deductions	\$	<u>2,230,723</u>	<u>2,129,635</u>
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Net increase in position	\$	<u>2,292,368</u>	<u>1,958,962</u>
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Beginning of Year	\$	\$29,289,164	\$27,330,202
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End of Year	\$	<u>\$31,581,532</u>	<u>\$29,289,164</u>
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CITY OF PORT ORANGE GENERAL EMPLOYEES DB RETIREMENT PLAN

GAS-67

Projected Net Fiduciary Position

	BOY Fiduc.Net Position					EOY Fiduc.Net Position
YE - 9/30 -	Market Val Assets	ER and EE contribs	benefits	admin exp	7.000% income	End of Year
	prior					
2018	31,581,532	1,099,232	(2,246,955)	(65,954)	2,168,229	32,536,083
2019	32,536,083	1,290,575	(2,315,126)	(77,434)	2,238,956	33,673,054
2020	33,673,054	1,360,534	(2,395,891)	(80,000)	2,318,076	34,875,773
2021	34,875,773	1,349,040	(2,518,717)	(80,000)	2,397,565	36,023,661
2022	36,023,661	1,334,987	(2,591,049)	(80,000)	2,474,894	37,162,493
2023	37,162,493	1,305,283	(2,690,450)	(78,317)	2,550,153	38,249,161
2024	38,249,161	1,275,734	(2,784,037)	(76,544)	2,621,972	39,286,287
2025	39,286,287	1,232,155	(2,877,359)	(73,929)	2,689,870	40,257,023
2026	40,257,023	1,164,695	(3,004,054)	(69,882)	2,751,168	41,098,951
2027	41,098,951	1,122,625	(3,091,753)	(67,357)	2,805,650	41,868,114
2028	41,868,114	1,064,279	(3,214,373)	(63,857)	2,853,280	42,507,444
2029	42,507,444	1,006,318	(3,284,586)	(60,379)	2,893,668	43,062,465
2030	43,062,465	930,612	(3,355,792)	(55,837)	2,927,537	43,508,985
2031	43,508,985	856,305	(3,406,515)	(51,378)	2,954,573	43,861,969
2032	43,861,969	769,703	(3,482,422)	(46,182)	2,973,776	44,076,845
2033	44,076,845	669,243	(3,520,669)	(40,155)	2,984,174	44,169,438
2034	44,169,438	607,012	(3,576,311)	(36,421)	2,986,660	44,150,379
2035	44,150,379	555,501	(3,615,177)	(33,330)	2,982,271	44,039,644
2036	44,039,644	501,233	(3,650,645)	(30,074)	2,971,493	43,831,651
2037	43,831,651	467,436	(3,636,473)	(28,046)	2,956,318	43,590,886
2038	43,590,886	434,583	(3,614,872)	(26,075)	2,939,139	43,323,661
2039	43,323,661	389,219	(3,614,630)	(25,000)	2,918,892	42,992,141
2040	42,992,141	351,223	(3,596,400)	(25,000)	2,894,994	42,616,958
2041	42,616,958	309,575	(3,568,322)	(25,000)	2,868,256	42,201,467
2042	42,201,467	262,414	(3,556,346)	(25,000)	2,837,940	41,720,476
2043	41,720,476	247,227	(3,474,700)	(25,000)	2,806,597	41,274,599
2044	41,274,599	230,912	(3,394,951)	(25,000)	2,777,606	40,863,166
2045	40,863,166	210,309	(3,320,679)	(25,000)	2,750,684	40,478,480
2046	40,478,480	187,924	(3,245,411)	(25,000)	2,725,607	40,121,600
2047	40,121,600	165,790	(3,164,418)	(25,000)	2,702,685	39,800,657
2048	39,800,657	134,256	(3,095,550)	(25,000)	2,681,526	39,495,888
2049	39,495,888	118,174	(3,002,924)	(25,000)	2,662,871	39,249,009
2050	39,249,009	87,397	(2,931,638)	(25,000)	2,647,007	39,026,775
2051	39,026,775	81,203	(2,805,880)	(25,000)	2,635,636	38,912,734
2052	38,912,734	64,694	(2,711,755)	(25,000)	2,630,369	38,871,043
2053	38,871,043	45,570	(2,609,008)	(25,000)	2,630,378	38,912,982
2054	38,912,982	38,724	(2,486,503)	(25,000)	2,637,361	39,077,565
2055	39,077,565	22,460	(2,381,537)	(25,000)	2,651,987	39,345,474
2056	39,345,474	15,348	(2,270,622)	(25,000)	2,674,374	39,739,574
2057	39,739,574	0	(2,171,199)	(25,000)	2,704,903	40,248,277
2058	40,248,277	0	(2,046,257)	(25,000)	2,744,885	40,921,905
2059	40,921,905	0	(1,926,394)	(25,000)	2,796,235	41,766,745
2060	41,766,745	0	(1,811,506)	(25,000)	2,859,394	42,789,634
2061	42,789,634	0	(1,701,487)	(25,000)	2,934,847	43,997,994
2062	43,997,994	0	(1,596,341)	(25,000)	3,023,113	45,399,766

CITY OF PORT ORANGE GENERAL EMPLOYEES DB RETIREMENT PLAN

GAS-67

Projected Net Fiduciary Position

	BOY Fiduc.Net Position					EOY Fiduc.Net Position
YE - 9/30 -	Market Val Assets	ER and EE contribs	benefits	admin exp	7.000% income	End of Year
	prior					
2063	45,399,766	0	(1,495,768)	(25,000)	3,124,757	47,003,755
2064	47,003,755	0	(1,399,240)	(25,000)	3,240,414	48,819,930
2065	48,819,930	0	(1,306,360)	(25,000)	3,370,797	50,859,368
2066	50,859,368	0	(1,217,043)	(25,000)	3,516,684	53,134,009
2067	53,134,009	0	(1,131,253)	(25,000)	3,678,912	55,656,668
2068	55,656,668	0	(1,049,049)	(25,000)	3,858,375	58,440,994
2069	58,440,994	0	(970,449)	(25,000)	4,056,029	61,501,574
2070	61,501,574	0	(895,251)	(25,000)	4,272,901	64,854,224
2071	64,854,224	0	(823,285)	(25,000)	4,510,106	68,516,045
2072	68,516,045	0	(754,537)	(25,000)	4,768,839	72,505,347
2073	72,505,347	0	(689,005)	(25,000)	5,050,384	76,841,727
2074	76,841,727	0	(626,693)	(25,000)	5,356,112	81,546,146
2075	81,546,146	0	(567,682)	(25,000)	5,687,486	86,640,950
2076	86,640,950	0	(511,837)	(25,000)	6,046,077	92,150,190
2077	92,150,190	0	(459,057)	(25,000)	6,433,571	98,099,704
2078	98,099,704	0	(409,196)	(25,000)	6,851,782	104,517,291
2079	104,517,291	0	(362,191)	(25,000)	7,302,659	111,432,759
2080	111,432,759	0	(318,020)	(25,000)	7,788,287	118,878,026
2081	118,878,026	0	(276,804)	(25,000)	8,310,899	126,887,121
2082	126,887,121	0	(238,559)	(25,000)	8,872,874	135,496,436
2083	135,496,436	0	(203,535)	(25,000)	9,476,752	144,744,653
2084	144,744,653	0	(171,681)	(25,000)	10,125,242	154,673,214
2085	154,673,214	0	(143,155)	(25,000)	10,821,240	165,326,298
2086	165,326,298	0	(117,889)	(25,000)	11,567,840	176,751,248
2087	176,751,248	0	(95,646)	(25,000)	12,368,365	188,998,967
2088	188,998,967	0	(76,360)	(25,000)	13,226,380	202,123,987
2089	202,123,987	0	(59,980)	(25,000)	14,145,705	216,184,711
2090	216,184,711	0	(46,407)	(25,000)	15,130,431	231,243,735
2091	231,243,735	0	(35,365)	(25,000)	16,184,949	247,368,318
2092	247,368,318	0	(26,541)	(25,000)	17,313,978	264,630,756
2093	264,630,756	0	(19,546)	(25,000)	18,522,594	283,108,804
2094	283,108,804	0	(14,131)	(25,000)	19,816,247	302,885,919
2095	302,885,919	0	(10,007)	(25,000)	21,200,789	324,051,701
2096	324,051,701	0	(6,913)	(25,000)	22,682,502	346,702,290
2097	346,702,290	0	(4,627)	(25,000)	24,268,123	370,940,787
2098	370,940,787	0	(3,046)	(25,000)	25,964,873	396,877,615
2099	396,877,615	0	(1,978)	(25,000)	27,780,489	424,631,126
2100	424,631,126	0	(1,266)	(25,000)	29,723,260	454,328,120
2101	454,328,120	0	(798)	(25,000)	31,802,065	486,104,387
2102	486,104,387	0	(497)	(25,000)	34,026,415	520,105,305
2103	520,105,305	0	(308)	(25,000)	36,406,486	556,486,483
2104	556,486,483	0	(183)	(25,000)	38,953,172	595,414,472
2105	595,414,472	0	(109)	(25,000)	41,678,134	637,067,497
2106	637,067,497	0	(70)	(25,000)	44,593,847	681,636,274
2107	681,636,274	0	(36)	(25,000)	47,713,663	729,324,901

CITY OF PORT ORANGE GENERAL EMPLOYEES DB RETIREMENT PLAN

GAS-67

Projected Net Fiduciary Position

	BOY Fiduc.Net Position					EOY Fiduc.Net Position
YE - 9/30 -	Market Val Assets	ER and EE contribs	benefits	admin exp	7.000% income	End of Year
	prior					
2108	729,324,901	0	(21)	(25,000)	51,051,867	780,351,747
2109	780,351,747	0	(13)	(25,000)	54,623,747	834,950,481
2110	834,950,481	0	(12)	(25,000)	58,445,658	893,371,127
2111	893,371,127	0	(1)	(25,000)	62,535,104	955,881,230
2112	955,881,230	0	(0)	(25,000)	66,910,811	1,022,767,041
2113	1,022,767,041	0	0	(25,000)	71,592,818	1,094,334,859
2114	1,094,334,859	0	0	(25,000)	76,602,565	1,170,912,424
2115	1,170,912,424	0	0	(25,000)	81,962,995	1,252,850,418
2116	1,252,850,418	0	0	(25,000)	87,698,654	1,340,524,073

CITY OF PORT ORANGE GENERAL EMPLOYEES DB RETIREMENT PLAN

Required Supplementary Information - GAS-68

SCHEDULE OF CHANGES IN THE CITY'S NET PENSION LIABILITY AND RELATED RATIOS

Beginning of Year Discount Rate	7.50%	7.50%	7.50%	7.00%
End of Year Discount Rate	7.50%	7.50%	7.00%	7.00%
fiscal years ending 9/30:	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Total Pension Liability - Beg. Of Yr.	\$30,108,131	\$31,707,207	\$33,383,933	\$35,912,702
Service Cost	632,402	616,351	575,977	573,319
Interest	2,258,110	2,378,040	2,470,374	2,478,603
Change in Benefit Terms	0	0	0	0
Diff. between expected/actual exper.	(20,332)	(63,305)	(903,297)	796,937
Changes of Assumptions	390,940	544,415	2,428,891	(69,325)
Benefit Payments, incl. refunds	<u>(1,662,044)</u>	<u>(1,798,774)</u>	<u>(2,043,177)</u>	<u>(2,154,821)</u>
Net Change in total pension liability	1,599,076	1,676,726	2,528,768	1,624,713
Total Pension Liability - beginning	30,108,131	31,707,207	33,383,933	35,912,702
Total Pension Liability - ending (a)	\$31,707,207	\$33,383,933	\$35,912,702	\$37,537,415

CITY OF PORT ORANGE GENERAL EMPLOYEES DB RETIREMENT PLAN

Required Supplementary Information - GAS-68

SCHEDULE OF CHANGES IN THE CITY'S NET PENSION LIABILITY AND RELATED RATIOS

fiscal years ending 9/30:	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Total Pension Liability - End of Year (a)	\$ 31,707,207	\$ 33,383,933	\$ 35,912,702	\$ 37,537,415
<u>Plan Fiduciary Net Position</u>				
Contributions - employer	\$702,741	\$673,300	\$880,209	\$794,333
Contributions - member	405,427	397,523	396,597	360,185
Net investment income	2,694,117	657,572	2,811,791	3,368,574
Benefit Payments, incl. refunds	(1,662,044)	(1,798,774)	(2,043,177)	(2,154,821)
Investment/Administrative Expenses	(78,229)	(73,963)	(86,458)	(75,902)
Other	0	0	0	0
Net change in plan fiduciary net position	\$2,062,012	(\$144,342)	\$1,958,962	\$2,292,368
Plan Fiduciary Net Position - beginning	25,412,531	27,474,543	27,330,202	29,289,164
Plan Fiduciary Net Position - ending (b)	27,474,543	27,330,202	29,289,164	31,581,533
City's net pension liability - ending (a) - (b) = (c)	\$4,232,664	\$6,053,732	\$6,623,537	\$5,955,882
Plan fiduciary net position as a % of the total pension liability.	86.65%	81.87%	81.56%	84.13%
Covered employee payroll	\$5,170,450	\$5,300,301	\$5,287,951	\$4,802,452
City's net pension liability as a % of covered employees payroll.	81.86%	114.21%	125.26%	124.02%

SCHEDULE OF CHANGES IN THE CITY'S NET PENSION LIABILITY AND RELATED RATIOS

	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balances at 9/30/2016	\$35,912,702	\$29,289,164	\$6,623,537
Service Cost	573,319		\$573,319
Interest	2,478,603		\$2,478,603
Change in Benefit Terms			\$0
Diff. between expected/actual exper.	796,937		\$796,937
Contributions - employer		794,333	(\$794,333)
Contributions - member		360,185	(\$360,185)
Net investment income (incl. invest expenses)		3,368,574	(\$3,368,574)
Changes of Assumptions	(69,325)		(\$69,325)
Benefit Payments, incl. refunds	(2,154,821)	(2,154,821)	\$0
Administrative Expenses		(75,902)	75,902
Net Changes	1,624,713	2,292,368	(667,655)
Balances at 9/30/2017	\$37,537,415	\$31,581,533	\$5,955,882

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 discount rate of 7.00%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.00%) or 1-percentage point higher (8.00%) than the current rate:

	1% Decrease <u>6.00%</u>	Current Discount Rate (7.00%)	1% Increase <u>8.00%</u>
Plan's net pension liability	\$10,149,871	\$5,955,882	\$2,362,296

Pension plan fiduciary net position - Detailed information about the pension plan's fiduciary net position is available in the separately issued City of Port Orange Pension Plan's financial report.

CITY OF PORT ORANGE GENERAL EMPLOYEES DB RETIREMENT PLAN
Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources
Related to Pensions

GAS-68

For the year ended September 30, 2017, the City recognized pension expense of \$1,019,868.

As of September 30, 2017, the City's reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience		(47,059)
Changes of assumptions	2,124,459	
Net difference between projected and actual earnings on pension plan investments		(801,468)
	-----	-----
Total	<u>2,124,459</u>	<u>(848,527)</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended September 30:

2018	\$264,803
2019	264,803
2020	21,144
2021	89,140
2022	360,339
Thereafter	275,702

Payable to the Pension Plan

As of September 30, 2017, the City reported \$0 in outstanding contributions to the pension plan for the year.

Part 1: Components Of City Of Port Orange General Employees DB Retirement Plan Expense for the Fiscal Year (General Employees Retirement Plan Only)

Ended September 30, 2017 - Per GAS68

Description	<u>Amount</u>	<u>Change in Liab to be amortized</u>	<u>Amort. Period</u> (average of rem.)
Service cost	\$573,319		
Interest on the total pension liability	2,478,603		
Differences between expected and actual exper.	5,350	(41,710)	7.8 yrs.
Changes of assumptions	354,990	2,479,448	7.0 yrs.
Employee contributions	(360,185)		
Projected earnings on pension plan investments	(2,012,574) - Note A		
Differences between projected and actual earnings on plan investments	(95,536)	(897,004)	9.4 yrs.
Pension plan administrative expense	75,902		
Other changes in fiduciary net position	0		
Total Pension Expense	\$1,019,868		

Note A - Projected earnings on pension plan investments		7.00%		
	Amt for Pd.	Portion of Period	Projected Rate of Return	Projected Earnings
Beginning plan fiduciary net position	\$29,289,164	100%	7.00%	\$2,050,241
Employer contributions	794,333	50%	7.00%	27,802
Employee contributions	360,185	50%	7.00%	12,606
Benefit payments, including refunds of ee cons	(2,154,821)	50%	7.00%	(75,419)
Administrative expenses and other	(75,902)	50%	7.00%	<u>(2,657)</u>
				\$2,012,574

Part 2 - Application of Statement 68, paragraphs 33a and 33b

Increase (Decrease) in the Pension Expense arising from the Recognition of the Effects of Differences between Expected and Actual Experience

Year	Difference between Exp. & Actual Exp.	Recog. Period	- fiscal year ends 9/30 -		2017	2018	2019	2020	2021	2022	2023
			2015	2016							
09/30/2015	(63,305)	9.3	(6,807)	(6,807)	(6,807)	(6,807)	(6,807)	(6,807)	(6,807)	(6,807)	(6,807)
09/30/2016	(903,297)	7.9	0	(114,341)	(114,341)	(114,341)	(114,341)	(114,341)	(114,341)	(114,341)	(102,907)
09/30/2017	796,937	6.3	0	0	126,498	126,498	126,498	126,498	126,498	126,498	37,949
Total	(169,665)		(6,807)	(121,148)	5,350	5,350	5,350	5,350	5,350	5,350	(71,765)

Increase (Decrease) in the Pension Expense arising from the Recognition of the Changes in Assumptions

Year	Difference between Exp. & Actual Exp.	Recog. Period	- fiscal year ends 9/30 -		2017	2018	2019	2020	2021	2022	2023
			2015	2016							
09/30/2015	544,415	9.3	58,539	58,539	58,539	58,539	58,539	58,539	58,539	58,539	58,539
09/30/2016	2,428,891	7.9	0	307,455	307,455	307,455	307,455	307,455	307,455	307,455	276,709
09/30/2017	(69,325)	6.3	0	0	(11,004)	(11,004)	(11,004)	(11,004)	(11,004)	(11,004)	(3,301)
Total	2,903,982		58,539	365,994	354,990	354,990	354,990	354,990	354,990	354,990	331,947

Increase (Decrease) in the Pension Expense arising from the Recognition of the Differences between Projected and Actual Earnings on Pension Plan Investments

Year	Difference between Exp. & Actual Exp.	Recog. Period	- fiscal year ends 9/30 -		2017	2018	2019	2020	2021	2022	2023
			2015	2016							
09/30/2015	1,218,296	5.0	243,659	243,659	243,659	243,659	243,659	0	0	0	0
09/30/2016	(339,978)	5.0	0	(67,996)	(67,996)	(67,996)	(67,996)	(67,996)	0	0	0
09/30/2017	(1,356,000)	5.0	0	0	(271,200)	(271,200)	(271,200)	(271,200)	(271,200)	0	0
Total	(477,682)		243,659	175,664	(95,536)	(95,536)	(95,536)	(339,196)	(271,200)	0	0

Note - additional amortizations for 2024 are not shown on this schedule.

CITY OF PORT ORANGE GENERAL EMPLOYEES DB RETIREMENT PLAN

Part 3: Determination of Deferred Outflow of Resources and Deferred Inflow of Resources Balances as of September 30, 2017

The following schedules illustrate calculation of the balances of deferred outflows of resources and deferred inflows of resources related to pensions that are reported for differences between expected and actual experience, changes in assumptions, and differences between projected and actual returns on pension plan investments in Part 2 of this illustration.

Deferred Outflows and Deferred Inflows of Resources arising from Differences between Expected and Actual Experience

Year	Experience Losses (a)	Experience Gains (b)	Amts. recog. in Pension Expense thru 9/30/2017 (c)	<u>Balances at September 30, 2017</u>	
				Deferred Outflows of Resources (a) - (c)	Deferred Inflows of Resources (b) - (c)
2015		(63,305)	(20,421)		(42,884)
2016		(903,297)	(228,683)		(674,615)
2017	796,937		126,498	670,439	

Deferred Outflows and Deferred Inflows of Resources arising from Changes of Assumptions

Year	Increases in Total Pension Liability (a)	Decreases in Total Pension Liability (b)	Amts. recog. in Pension Expense thru 9/30/2017 (c)	<u>Balances at September 30, 2017</u>	
				Deferred Outflows of Resources (a) - (c)	Deferred Inflows of Resources (b) - (c)
2015	544,415		175,618	368,797	
2016	2,428,891		614,909	1,813,982	
2017		(69,325)	(11,004)		(58,321)

Deferred Outflows and Deferred Inflows of Resources arising from the Differences between Projected and Actual Earnings on Pension Plan Investments

Year	Investment Earnings Less Than Projected (a)	Investment Earnings Greater Than Projected (b)	Amts. recog. in Pension Expense thru 9/30/2017 (c)	<u>Balances at September 30, 2017</u>	
				Deferred Outflows of Resources (a) - (c)	Deferred Inflows of Resources (b) - (c)
2015	1,218,296		730,978	487,318	
2016		(339,978)	(135,991)		(203,987)
2017		(1,356,000)	(271,200)		(1,084,800)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: No

SUBJECT: (E13) ERP Project Update

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION:

SUMMARY:

Staff has prepared an update on the ERP project as we continue to move forward with this important project. The RFP is on the street and bid opening is currently scheduled for May 14th. Information to be provided in this update includes:

Review of Project Goals of new Port Orange ERP System
Accountability and Transparency with the ERP
Project Scope
Project Readiness & PIT Crews update
Vendor Scope
Evaluation & Scoring of Vendors
Key Dates & Overview of Project Timeline
Questions

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Council ERP Update 05_01_18	Council ERP Update 05_01_18.pdf
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Jane Davis
Alan Rosen
Jake Johansson
Robin Fenwick

Created/Initiated - 04/16/2018
Approved - 04/17/2018
Approved - 04/17/2018
Final Approval - 04/19/2018



ERP Project Update to Council 05/01/18

Review of Project Goals of new Port Orange ERP System



ERP Project Goals

The new City of Port Orange ERP system will replace some of the current legacy software systems and core processes relating to Finance, Budget, HR and Payroll.

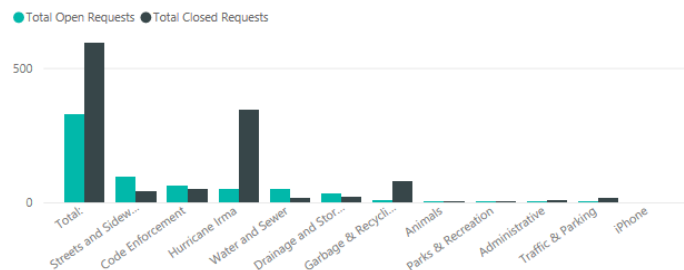
Expected Benefits

- Improved business processes
- Robust HR system to manage our staff (including employee self-service)
- Integration and interfaces with other primary city systems
- Improved and ad-hoc reporting that can be performed by users using system reporting tool
- Redesigned chart of accounts
- Workflow and electronic signatures
- More efficient use of personnel resources
- Reduction of shadow systems (example, tracking of budget to actual in Excel)

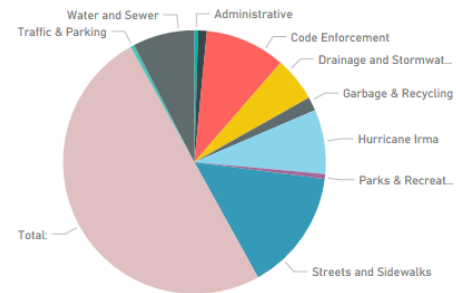


Accountability and Transparency

Total Open Requests and Total Closed Requests by Category Name



Total Open Requests by Category Name



It is the responsibility of our staff to be good stewards of taxpayer dollars

Need the new ERP system to further improve our ability to share what we do and ensure internal controls

Reduce the need to work outside the system (example - **some are tracking budget to actual in Excel**) and ease of report delivery internal and external (to public)

New system will symbolize our staff's commitment to accountability and transparency



Project Scope

Overall Project Scope

The City anticipates the ERP will be used to support its accounting, purchasing, budgeting, time and attendance, human resources and payroll needs. The City plans to start the ERP implementation project planning December 2018 (immediately after contract approval).

Process/Activity

1. General Ledger & Financial Reporting
2. Project and Grant Financial Management
3. Procure to Pay
4. Accounts Payable

5. Budgeting
6. Accounts Receivable & Collections
7. Capital Asset Financial Management
8. Human Resources
9. Payroll

City ERP Project Readiness & PIT Crews



- City has conducted a significant amount of research over the past several years in preparation for this project
- City has engaged with GFOA to assist with pre-implementation activities
- Dedicated ERP Project Manager - 100% time commitment to project
- 13 Process Improvement Teams have been meeting weekly since the middle of February
- 60 individuals working directly on approximately 50 key processes related to the scope of this project and beyond
- OCM activities and communications are occurring frequently
- Pit Crew Highlights



Vendor Scope

- *Software*
- *Professional Services*

- *Recurring Maintenance and Support*
- *Training*



Proposal Evaluations and Scoring - Three Phases



1. **Written Proposal**
2. **Software Demonstration - The City expects to elevate up to three proposers for demonstration**
3. **Discovery - The City expects to elevate up two vendors to the Discovery sessions.**

Evaluation Criteria (A.12 RFP)

Written proposal Evaluation

- Implementation methodology and approach (35 points Max)
- Ability to meet system requirements (Attachment 10) (25 points Max)
- Firm qualifications, experience, background, references; Project team experience/knowledge (20 points Max)
- Compatibility with terms and conditions (10 points Max)
- Cost/value (10 points Max)



Software Demonstration Evaluation

- Implementation methodology and interview (30 Points Max)

- Functional and technical software demonstrations (25 points Max)
- Overall system features (20 Points Max)
- Cost/value (15 points Max)
- Qualifications, experience, background, references (10 Points Max)

Discovery Evaluation

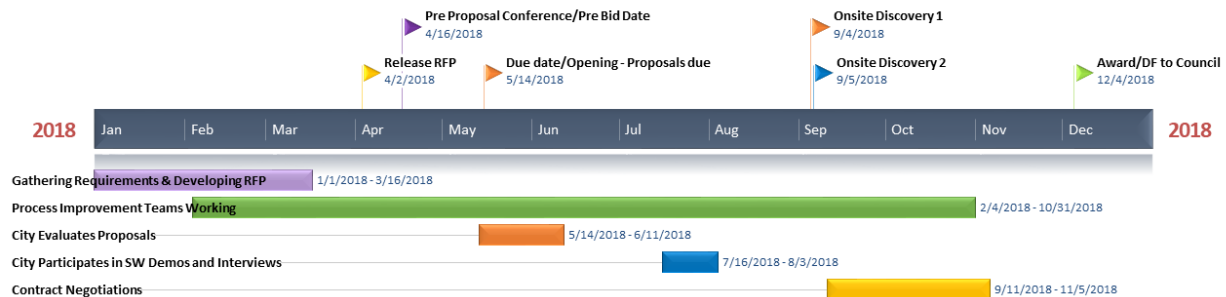
- Implementation methodology and approach; and Project team experience/knowledge (40 Points Max)
- Cost/value (30 Points Max)
- Formal responses to request for clarification (15 Points Max)
- Software functionality (15 Points Max)



Key Dates

ERP Project High Level Timeline – Preparing for RFP & Vendor Selection

The dates below are currently **estimated** dates, still under review, and subject to change



- RFP Released: Monday, April 2, 2018 - **COMPLETE**
- Pre-Proposal Conference: 10:00am Monday, April 16, 2018 - **COMPLETE**
- Proposals Due at City: 2:30 p.m. on Monday, May 14, 2018
- Vendors selected for software demonstrations and interviews are notified: Tuesday, June 12, 2018

- Vendor Demonstration Date(s): Weeks of July 16, July 23, and July 30, 2018 (3 days per week, normally Tues-Thurs all day)
- City/Vendor Discovery Sessions: Tuesday, September 4, and Wednesday, September 5, 2018 (time/duration TBA)
- Award and Contracting: December 2018

Q & A



The City of Port Orange
Finance Department

MEMORANDUM

TO: Michael H. Johansson, City Manager
FROM: Tracey Riehm, Finance Director
DATE: April 18, 2018
SUBJECT: **Highlights of the March 2018 Financial Report**

This financial report is being provided as an overview of the City's financial status including associated highlights for the City's major operating activities through March 31, 2018, representing 50% of the fiscal year. Except as noted throughout this report, revenues and operating expenditures are as expected for the fiscal year. Also attached are the financial reports from Cypress Head Golf Course and the YMCA. Detailed reports for all funds are available on the City's website at: [http://www.port-orange.org/finance/?p=budget and financial reports](http://www.port-orange.org/finance/?p=budget+and+financial+reports).

GENERAL FUND (Fund 001)

With 50% of the fiscal year complete, the General Fund revenues are 49% of budget and expenditures are 44% of the adjusted budget as summarized below:

2018			
GENERAL FUND	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$21,453,653	\$43,812,706	49%
EXPENSES	\$19,143,439	\$43,812,706	44%
Change in Fund Balance	\$2,310,214	\$0	

Revenues: Of the total \$21,453,653 in revenues, \$20,602,566 reflect operating revenue and \$851,087 account for interfund transfers and contributions from enterprise funds. Ad-valorem taxes are the largest source of general fund revenues and represent roughly 37% of the annual estimated general fund revenue. Ad-valorem taxes on property are collected on an annual basis beginning November 1st for the tax year January through December. As a result, the majority of ad-valorem taxes are collected in the first few months of the fiscal year with 94% collected to date. Ad-valorem taxes account for the majority of the change in revenue when compared with this time last year.

Expenditures: With 50% of the fiscal year behind us, operating expenditures amounted to \$19,143,439 or 44% of the estimated expenditures for the year, with an additional encumbered amount of \$4,974,693. Actual operating expenditures are \$2,741,888 lower than this time last year, due primarily to expenditures associated with storm events each year and the purchase of land this fiscal year.

Please also see the attached financial statement for additional detail.

BUILDING SPECIAL REVENUE FUND (Fund 109)

With 50% of the fiscal year complete, the Building Special Revenue Fund is reporting total revenues at 48% of budget while expenditures are 34% of the budget as summarized below:

2018			
Building Special Revenue	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$898,982	\$1,883,368	48%
EXPENSES	\$630,946	\$1,883,368	34%
Change in Fund Balance	\$268,036	\$0	

Revenues: Of the total \$898,982 in revenues, the Building Special Revenue Fund received \$885,139 in operating revenues related to permits, fees, and miscellaneous items with the remainder, \$13,843, representing interest income. Operating revenues are at 71% of the estimated budget, and is \$142,507 lower than this time last year. Revenues in this fund are typically received in a sporadic nature.

Expenditures: Year-to-date expenditures in the Building Special Revenue fund are \$630,946 or approximately 34% of estimated expenditure for the year. On a percent of budget basis, year-to-date expenditures are 11% lower than this time last year; with actual expenditures \$63,411 higher than this time last year.

Year to date, the Building Special Revenue Fund is reporting an increase in net position of \$268,036.

Please also see the attached financial statement for additional detail.

WATER & SEWER FUND (Fund 401)

With 50% of the fiscal year complete, the Water and Sewer Fund is reporting total revenues at 38% of budget while expenditures are 39% of the budget as summarized below:

2018			
Utilities Operating Fund	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$11,564,891	\$30,649,211	38%
EXPENSES	\$12,002,677	\$30,649,211	39%
Change in Fund Balance	-\$437,786	\$0	

Revenues: Generally, revenues in this fund are based on charges for services that are billed after services are rendered and are recorded when billed. Charges for services, which account for \$11,458,330 of the revenue source in the Water and Sewer Fund,

reported an overall increase of \$78,987 over the prior fiscal year. Factors influencing the revenue behavior in this fund are primarily related to changes in growth, consumption patterns, and timing of cycle billings during the reporting period.

Expenses: The first six months operating expenses excluding depreciation amounted to \$6,444,602 or 42% of estimated expenses for the year, with an additional \$2,144,472 encumbered. Non-operating activity reports a net decrease of \$180,896, compared to a net gain of \$20,789 reported at the same time last year.

Currently, the water and sewer fund is reporting an income of \$4,832,832, and after transfers the fund is posting a decrease in net position of \$437,786, compared to a decrease in net position of \$85,736 from this time last year.

The attached financial statement provides additional detail.

SOLID WASTE FUND (Fund 410)

With 50% of the fiscal year complete, the Solid Waste Fund is reporting total revenues at 44% of budget while expenditures are 42% of the budget as summarized below:

2018			
Solid Waste Fund	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$3,223,061	\$7,354,324	44%
EXPENSES	\$3,081,899	\$7,354,324	42%
Change in Fund Balance	\$141,162	\$0	

Revenues: Charges for services, which account for \$3,206,235 of the revenue source in the Solid Waste Fund, reported an overall increase of \$119,867 over the prior fiscal year. Factors influencing the revenue behavior in this fund are primarily related to changes in growth, seasonal service patterns, and timing of cycle billings during the reporting period.

Expenses: The Solid Waste Fund's first six months operating expenses excluding depreciation total \$2,980,670 or 42% of estimated expenses for the year, with an additional encumbered amount of \$3,514,298. The majority of expenditures in this fund are for contractual services relating to garbage collection and recycling.

The Solid Waste Fund is currently reporting an income before transfers of \$242,391 and a change in net position of \$141,162 after allowing for transfers. The change in net position is \$78,316 more than this time last year.

The attached financial statement provides additional detail.

STORMWATER UTILITY FUND (Fund 412)

With 50% of the fiscal year complete, the Stormwater Utility Fund is reporting total revenues at 56% of budget while expenditures are 25% of the budget as summarized below:

2018			
Stormwater Operating Fund	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$4,105,448	\$7,377,074	56%
EXPENSES	\$1,843,179	\$7,377,074	25%
Change in Fund Balance	\$2,262,269	\$0	

Revenues: Drainage fees, which account for \$4,078,429 of the revenue source in the Stormwater Utility Fund, reported an overall increase of \$552,943 over the prior fiscal year and \$609,330 than in 2016. Revenues in this fund primarily rely on the collection of drainage fees by the non-advalorem method, which are collected beginning in November for the tax year January through December. As a result, the majority of non-advalorem taxes are collected in the first few months of the fiscal year with 89% collected to date. An increase in the drainage fees and timing of the receipts collected by the County on the annual tax bill account for the majority of the change in revenue when compared with this time last year.

Expenses: For the first six months, operating expenses excluding depreciation total \$742,522 which is 34% of the annual budget and \$41,057 less than last year. An additional \$914,044 is encumbered.

After allowing for non-operating expenses and transfers, the Drainage Fund is reporting an increase in net position for the first six months of \$2,262,269 which is \$828,125 more than this time last year.

The attached financial statement provides additional detail.

GOLF COURSE REPORT

The consolidated financial reports for the period ending March 31, 2018 for the Cypress Head Golf Course are attached. Detailed statements are available in the Finance Department.

YMCA REPORT

The financial report for the period ending March 31, 2018 for the YMCA is attached.

IN SUMMARY:

As appropriations lapse at the end of each year, City Council re-appropriates funding for open purchase orders and existing funded projects. Total budget projections as they are presented in the attached reports incorporate current year appropriations plus prior year carryover pertaining to open and in process projects. Available liquid equity has been evaluated and is adequate to meet or exceed revenue policies as established by City Council.

Should you have any questions as they relate to this report or its attachments, please feel free to contact me.

Thank you,

Tracey Riehm
Finance Director

TR/lb

City of Port Orange
General Fund - Balance Sheet
as of March 31, 2018

Assets	Fund 001
Cash and equivalents	11,688,896.17
Accounts receivable (net)	93,188.79
Due from other governments	6,489,957.02
Due from other funds	538,599.50
Inventory, prepaid & other assets	2,755.26
Total assets	18,813,396.74
Liabilities	
Accounts payable and accrued liabilities	137,142.75
Deposits and unearned	279,296.99
Total liabilities	416,439.74
Deferred Inflows of Resources	
Unavailable revenue-property taxes	41,579.00
	41,579.00
Fund Balances	
Nonspendable: inventories and prepaid	2,755.26
Reserved for encumbrances	4,974,692.86
Reserved donations/contributions	8,884.60
Unassigned	13,369,045.28
Total fund balances	18,355,378.00
Total liabilities, deferred inflows of resources, and fund balances	18,813,396.74

City of Port Orange Revenue Comparison - General Fund (001) Period Ending: March 31 (50% of the Fiscal Year) 2018/P06									
Sub Activity	2016		% of Total	2017		% of Total	2018		% of Budget
	FYTD Actual	Audited Annual Receipts		FYTD Actual	Audited Annual Receipts		FYTD Actual	Total Current Budget	
ADVALOREM TAXES	10,227,061	10,979,872	93%	11,084,738	11,919,198	93%	12,057,517	12,816,660	94%
SALES & USE TAXES	-	741,261	0%	-	748,718.18	0%	-	-	0%
UTILITY SERVICE TAXES	2,102,898	5,270,749	40%	2,122,732	5,332,884	40%	2,400,182	5,374,218	45%
COMMUNICATIONS SERVICE TX	630,188	1,784,375	35%	554,028	1,656,402	33%	586,685	1,618,112	36%
LOCAL BUSINESS TAX	46,153	148,250	31%	33,056	120,151	28%	39,483	150,000	26%
FEES & PERMITS	1,026,448	3,243,221	32%	967,148	3,264,494	30%	1,114,255	3,179,934	35%
INTER GOVT	2,070,636	5,379,844	38%	2,175,379	12,208,897	18%	2,328,797	6,051,226	38%
CHARGES FOR SERVICE	771,573	2,696,483	29%	1,359,069	2,958,720	46%	1,482,691	2,925,238	51%
FINES & FORFEITS	612,315	230,003	266%	41,471	33,529	124%	51,110	145,000	35%
MISC REVENUE	583,457	2,529,347	23%	1,772,908	2,509,962	71%	541,846	962,496	56%
INTERFUND TRANSFER	-	259,193	0%	-	24,225	0%	22,880	22,880	100%
CONTRB FROM ENTERPRISE FD	807,201	1,614,401	50%	805,829	1,611,658	50%	828,207	1,656,413	50%
APPROPRIATED EQUITY	-	-	0%	-	-	0%	-	8,910,529	0%
GENERAL FUND REVENUE:	\$18,877,930	\$34,877,001	54%	\$20,916,358	\$42,388,838	49%	\$21,453,653	\$43,812,706	49%

City of Port Orange Expense Comparison - General Fund (001) Period Ending: March 31 (50% of the Fiscal Year)									
Department Description	2016		% of Total	2017		% of Total	2018		% of Budget
	FYTD Actual	Audited Annual Expenditures		FYTD Actual	Audited Annual Expenditures		FYTD Actual	Total Current Budget	
NON DEPARTMENTAL	1,614,442	4,386,966	37%	7,927,380	12,905,832	61%	3,970,054	9,872,615	40%
MAYOR & COUNCIL	98,316	212,693	46%	100,398	189,550	53%	99,254	186,135	53%
CITY MANAGER	275,255	588,524	47%	248,547	556,130	45%	287,715	618,933	46%
LEGAL SERVICES	260,365	563,991	46%	259,088	622,236	42%	275,643	666,151	41%
CITY CLERK	156,260	327,846	48%	165,868	331,773	50%	145,982	341,110	43%
FINANCE	476,314	968,625	49%	521,570	1,116,527	47%	547,945	1,264,096	43%
PERSONNEL	146,937	338,284	43%	148,695	354,651	42%	199,842	433,893	46%
COMMUNITY DEVELOPMENT	655,979	1,388,546	47%	703,954	1,477,657	48%	641,108	1,668,025	38%
FIRE SERVICES	4,081,286	8,267,873	49%	3,819,204	8,377,337	46%	4,157,572	8,741,890	48%
POLICE	5,210,848	11,668,827	45%	5,441,681	12,085,330	45%	5,933,085	13,115,944	45%
PUBLIC WORKS	964,226	2,252,723	43%	1,139,037	2,488,805	46%	1,119,435	2,687,682	42%
PARKS MAINTENANCE	815,406	2,031,817	40%	906,814	2,107,170	43%	1,166,878	2,664,836	44%
RECREATION	305,391	830,040	37%	304,786	844,345	36%	356,924	972,909	37%
ATHLETICS	225,454	441,446	51%	198,305	446,549	44%	242,002	578,487	42%
POGTV	1,375	3,462	40%	0	-	0%	-	-	-
GENERAL FUND EXPENSES:	\$15,287,854	\$34,271,663	45%	\$21,885,327	\$43,903,892	50%	\$19,143,439	\$43,812,706	44%
Excess of Revenue over(under) Expenditures	\$3,590,076	\$605,338		-\$968,969	-\$1,515,054		\$2,310,214	\$ -	

Note: minor variances in totals may exist due to rounding

City of Port Orange
Building Special Revenue Fund - Balance Sheet
as of March 31, 2018

Assets	Fund 109
Cash and equivalents	2,848,095.10
Accounts Receivable (Net)	-
Total assets	2,848,095.10
Liabilities	
Accounts payable and accrued liabilities	-
Deposits and unearned	60.00
Total liabilities	60.00
Fund Balances	
Reserved for encumbrances	154,075.85
Reserved educational and training	82,509.05
Unassigned	2,611,450.20
Total fund balances	2,848,035.10
Total liabilities, deferred inflows of resources, and fund balances	2,848,095.10

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - BUILDING SPECIAL REVENUE FUND (109)
 Period Ending: March 31 (50% of the Fiscal Year)

	FY2016			FY2017			FY2018		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual	%	FYTD Actual	Budgeted Annual	%
Revenues									
Permits and fees	550,463	961,415	57%	1,027,505	1,873,911	55%	884,873	1,241,500	71%
Miscellaneous	126	126	100%	141	271	52%	266	-	0%
Total operating revenues	550,589	961,541	57%	1,027,646	1,874,182	55%	885,139	1,241,500	71%
Expenditures									
General government:									
Planning and community development	481,230	1,094,899	44%	567,535	1,252,064	45%	630,946	1,883,368	34%
Total operating expenses - w/o depreciation	481,230	1,094,899	44%	567,535	1,252,064	45%	630,946	1,883,368	34%
Operating income (loss)	69,359	(133,358)	-52%	460,111	622,118	74%	254,193	(641,868)	-40%
Non-operating revenues (expenses)									
Interest earnings	4,782	14,363		7,722	9,969		13,843	9,000	
Other income (expense)									
Interest and amortization expense									
Total nonoperating revenue (expenses)	4,782	14,363	33%	7,722	9,969	77%	13,843	9,000	154%
Income (loss) before contributions and transfers	74,141	(118,995)	-62%	467,833	632,087	74%	268,036	(632,868)	-42%
Appropriated Fund Balance								632,868	
Transfers									
Transfers in		-			-				
Transfers (out) - In Lieu of Tax									
Transfers (out) - Debt Service									
Change in net position	74,141	(118,995)		467,833	632,087		268,036	-	

Note: minor variances in totals may exist due to rounding

City of Port Orange
Utility Operating - Statement of Net Position
as of March 31, 2018

Assets	Fund 401
Cash and equivalents	20,957,303.39
Accounts receivable (net)	991,468.64
Due from other governments	63,421.00
Inventory, prepaid & other assets	1,041,135.30
Capital Assets, net of depreciation	186,141,998.40
Advances to other funds	1,559,060.86
Total assets	<u>210,754,387.59</u>
Deferred Outflows of Resources	
Deferred loss on bond refunding	274,886.08
Deferred outflows related to pensions	876,480.00
	<u>1,151,366.08</u>
Liabilities	
Accounts payable and accrued liabilities	261,789.30
Deposits and unearned revenues	3,697,475.20
Other non-current liabilities	3,416,853.70
Bonds and notes payable, net	34,151,896.04
Total liabilities	<u>41,528,014.24</u>
Deferred Inflows of Resources	
Deferred inflows related to pensions	350,074.00
	350,074.00
Net Position	
Net investment in capital assets	152,262,234.36
Reserved for encumbrances	2,144,472.22
Unrestricted	15,620,958.85
Total net position	<u><u>170,027,665.43</u></u>

CITY OF PORT ORANGE									
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE									
BUDGET AND ACTUAL - UTILITIES OPERATING FUND (401 - ONLY)									
Period Ending: March 31 (50% of the Fiscal Year)									
	FY2016			FY2017			FY2018		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Water sales	4,702,360	11,600,185	41%	4,837,533	11,523,919	42%	4,838,785	11,600,000	42%
Hydrant rentals	39,043	46,423	84%	38,762	45,885	84%	39,294	46,010	85%
Sewer charges	6,007,613	14,346,973	42%	6,079,379	14,319,633	42%	6,214,053	13,635,114	46%
Connections service, and cut-off charges	302,361	736,621	41%	361,155	941,828	38%	353,702	576,000	61%
Other revenues ²	18,195	104,876	17%	62,514	112,985	55%	12,496	36,253	34%
Total operating revenues	11,069,572	26,835,078	41%	11,379,343	26,944,250	42%	11,458,330	25,893,377	44%
Operating expenses²									
Personal services (plus travel per diem)	2,812,843	5,994,691	47%	2,961,659	6,179,593	48%	2,987,229	6,670,944	45%
Contractual services (Professional & Other)	1,219,750	2,622,163	47%	1,169,254	2,446,828	48%	1,183,651	3,002,837	39%
Utilities	594,480	1,183,948	50%	597,053	1,240,643	48%	657,929	1,366,200	48%
Maintenance and repairs	893,299	1,389,132	64%	752,412	1,343,619	56%	670,212	1,579,755	42%
Other supplies and expenses	856,018	2,118,171	40%	947,338	2,099,908	45%	945,581	2,574,176	37%
Total operating expenses - w/o depreciation	6,376,390	13,308,105	48%	6,427,716	13,310,591	48%	6,444,602	15,193,912	42%
Operating income (loss)	4,693,182	13,526,973	35%	4,951,627	13,633,659	36%	5,013,728	10,699,465	47%
Non-operating revenues (expenses)									
Interest earnings ²	40,759	105,720		56,597	69,133		106,561	74,448	
Other income (expense)	(268,905)			(35,808)	63,421		(287,457)	(4,914,062)	
Interest and amortization expense ²	(2,534)	(141,187)		-	(294,173)		-	-	
Total nonoperating revenue (expenses)	(230,680)	(35,467)	650%	20,789	(161,619)	-13%	(180,896)	(4,839,614)	4%
Income (loss) before contributions and transfers	4,462,503	13,491,506	33%	4,972,416	13,472,040	37%	4,832,832	5,859,851	82%
Appropriated Fund Balance				-			-	4,681,386	
Transfers									
Transfers in	0	-		-	542,609		-	-	
Transfers (out) - In lieu of tax	(612,702)	(1,225,404)	50%	(609,534)	(1,219,069)	50%	(629,429)	(1,258,858)	50%
Transfers (out) - debt service ^{1,2}	(4,329,682)	(8,659,363)	50%	(4,448,618)	(8,897,235)	50%	(4,641,189)	(9,282,379)	50%
Change in net position	(479,881)	3,606,739		(85,736)	3,898,345		(437,786)	-	

¹ Proprietary Debt Service transfers zero out as part of the year-end funds consolidation process. Included here for historical comparison.

² Some classifications are restated for use as a management tool to 1) remove "roll-up" of funds and 2) provide consistency in classifications for comparison purposes

Note: minor variances in totals may exist due to rounding

City of Port Orange
Solid Waste Operating - Statement of Net Position
as of March 31, 2018

Assets	Fund 410
Cash and equivalents	3,143,192.57
Accounts receivable (net)	367,349.83
Due from other governments	5,442.69
Inventory, prepaid & other assets	-
Capital Assets, net of depreciation	90,251.97
Total Assets	3,606,237.06
 Deferred Outflows of Resources	
Deferred outflows related to pensions	25,930.00
	25,930.00
 Liabilities	
Accounts Payable and Accrued Liabilities	80.00
Other non-current liabilities	93,049.44
Total Liabilities	93,129.44
 Deferred Inflows of Resources	
Deferred inflows related to pensions	10,356.00
	10,356.00
 Net Position	
Net investment in capital assets	90,251.97
Reserved for encumbrances	3,514,298.28
Unrestricted	(75,868.63)
Total Net Position	3,528,681.62

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - SOLID WASTE OPERATING FUND (410 - ONLY)
 Period Ending: March 31 (50% of the Fiscal Year)

	FY2016			FY2017			FY2018		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues¹									
Charges for services:									
Waste disposal fees	3,046,635	7,169,080	42%	3,086,363	7,128,674	43%	3,206,228	7,090,017	45%
Other revenues	2,476	809	306%	5			7	-	
Total operating revenues	3,049,111	7,169,889	43%	3,086,368	7,128,674	43%	3,206,235	7,090,017	45%
Operating expenses									
Personal services	115,944	254,305	46%	120,734	199,337	61%	80,509	230,165	35%
Contractual services (Professional & Other)	2,544,577	6,441,284	40%	2,806,711	6,748,349	42%	2,891,609	6,899,860	42%
Utilities	387	741	52%	566	1,980	29%	1,107	2,904	38%
Maintenance and repairs	2,430	4,608	53%	3,619	8,167	44%	6,082	13,890	44%
Other supplies and expenses	8,248	9,435	87%	518	2,224	23%	1,363	3,948	35%
Total operating expenses (w/o depreciation)	2,671,586	6,710,373	40%	2,932,148	6,960,057	42%	2,980,670	7,150,767	42%
Operating income (loss)	377,525	459,516	82%	154,220	168,617	91%	225,565	(60,750)	-371%
Non-operating revenues (expenses)									
Interest earnings	8,979	24,128		11,042	14,055		16,826	20,000	
Other income (expense)					5,443			(1,100)	
Interest and amortization expense		-			-				
Total nonoperating revenue (expenses)	8,979	24,128	37%	11,042	19,498	57%	16,826	18,900	89%
Income (loss) before contributions and transfers	386,504	483,645	80%	165,262	188,115	88%	242,391	(41,850)	-579%
Appropriated fund balance								244,307	
Transfers									
Transfers in	-	-		-	-		-	-	
Transfers (out) - In lieu of taxes	(102,213)	(204,425)		(102,416)	(204,831)		(101,229)	(202,457)	
Transfers (out) - debt service									
Change in net position	284,291	279,219		62,846	(16,716)		141,162	-	

¹ For comparison purposes FY16 operating revenue classifications adjusted to FY15 audit classifications

² Some classifications are restated for use as a management tool to 1) remove "roll-up" of funds and 2) provide consistency in classifications for comparison purposes

Note: minor variances in totals may exist due to rounding

City of Port Orange
Stormwater Operating - Statement of Net Position
as of March 31, 2018

Assets	Fund 412
Cash and equivalents	5,936,585.21
Accounts receivable (net)	20,938.44
Due from other governments	114,886.76
Inventory, prepaid & other assets	48,249.37
Capital Assets, net of depreciation	44,243,598.16
Total assets	50,364,257.94
 Deferred Outflows of Resources	
Deferred loss on bond refunding	2,068.16
Deferred outflows related to pensions	127,102.00
	129,170.16
 Liabilities	
Accounts Payable and Accrued Liabilities	5,184.00
Other non-current liabilities	479,095.31
Bonds and notes payable, net	10,695,982.66
Total liabilities	11,180,261.97
 Deferred Inflows of Resources	
Deferred inflows related to pensions	50,765.00
	50,765.00
 Net Position	
Net investment in capital assets	33,549,683.66
Reserved for encumbrances	914,043.73
Unrestricted	4,798,673.74
Total net position	39,262,401.13

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - STORMWATER OPERATING FUND (412 - ONLY)
 Period Ending: March 31 (50% of the Fiscal Year)

	FY2016			FY2017			FY2018		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Drainage fees	3,469,099	3,846,382	90%	3,525,486	3,923,603	90%	4,078,429	4,514,348	90%
Other revenues ²	258	37,795	1%	260	260	100%	382	-	0%
Total operating revenues	3,469,357	3,884,177	89%	3,525,746	3,923,863	90%	4,078,811	4,514,348	90%
Operating expenses²									
Personal services	329,683	735,974	45%	357,519	762,989	47%	288,475	905,364	32%
Contractual services (Professional & Other)	304,157	605,906	50%	344,708	730,707	47%	381,931	1,011,829	38%
Utilities	542	2,516	22%	958	2,063	46%	1,138	3,245	35%
Maintenance and repairs	34,087	89,546	38%	55,357	151,964	36%	44,863	159,478	28%
Other supplies and expenses	18,589	55,150	34%	25,037	75,814	33%	26,115	126,510	21%
Total operating expenses (w/o depreciation)	687,058	1,489,092	46%	783,579	1,723,537	45%	742,522	2,206,426	34%
Operating income (loss)	2,782,299	2,395,085	116%	2,742,167	2,200,326	125%	3,336,289	2,307,922	145%
Non-operating revenues (expenses)									
Interest earnings ²	5,997	20,992	29%	11,284	15,623	72%	26,637	26,700	100%
Other income (expense)	(718,034)	-		(451,210)	13,836		(223,315)	(3,415,964)	
Interest and amortization expense	-	(11,515)		-	(7,548)		-	-	
Total nonoperating revenue (expenses)	(712,037)	9,477		(439,926)	21,911		(196,678)	(3,389,264)	6%
Income (loss) before contributions and transfers	2,070,262	2,404,562	86%	2,302,241	2,222,237	104%	3,139,611	(1,081,342)	-290%
Appropriated fund balance								1,607,509	
Capital Grants ³		700,858		-	467,559		-	1,228,517	
Transfers									
Transfers in	677,000	677,000		-	476,560		-	-	
Transfers (out) - General Fund	-	-		-	-		-	-	
Transfers (out) - In Lieu of Tax	(92,286)	(184,572)	50%	(93,879)	(187,758)	50%	(97,549)	(195,098)	50%
Transfers (out) - debt service ^{1,2}	(768,498)	(1,536,997)	50%	(774,218)	(1,548,434)	50%	(779,793)	(1,559,586)	50%
Change in net position	1,886,478	2,060,851		1,434,144	1,430,164		2,262,269	-	

¹ Proprietary Debt Service transfers zero out as part of the year-end funds consolidation process. The remaining balance of Transfer (Out) - Debt Service represents governmental debt.

² Some classifications are restated for use as a management tool to 1) remove "roll-up" of funds and 2) provide consistency in classifications for comparison purposes

³ Added for FY2016

Note: minor variances in totals may exist due to rounding

Financial Report
for period ending
March 2018

Golf Course

City of Port Orange, Florida
Statement of Net Position
March 31, 2018
Consolidated Golf Course

ASSETS

Cash	\$	345,631.64
Accounts Receivable	\$	1,860.80
Inventory	\$	14,618.41
Inventory - Restaurant	\$	3,477.42
Prepaid Items	\$	18,730.97
Other Assets - Deposits	\$	3,000.00
Total Current Assets	\$	387,319.24
Land	\$	979,806.54
Buildings & Improvements	\$	5,273,164.11
Equipment	\$	92,796.79
Accum Depr	\$	(2,713,903.81)
Total Non-Current Assets	\$	3,631,863.63
TOTAL ASSETS	\$	4,019,182.87

LIABILITIES

Accounts Payable	\$	62,530.03
Unearned Revenue	\$	145,796.90
Total Current Liabilities	\$	208,326.93
Advances from Other Funds	\$	3,288,551.86
Total Non-current Liabilities	\$	3,288,551.86

TOTAL LIABILITIES **\$ 3,496,878.79**

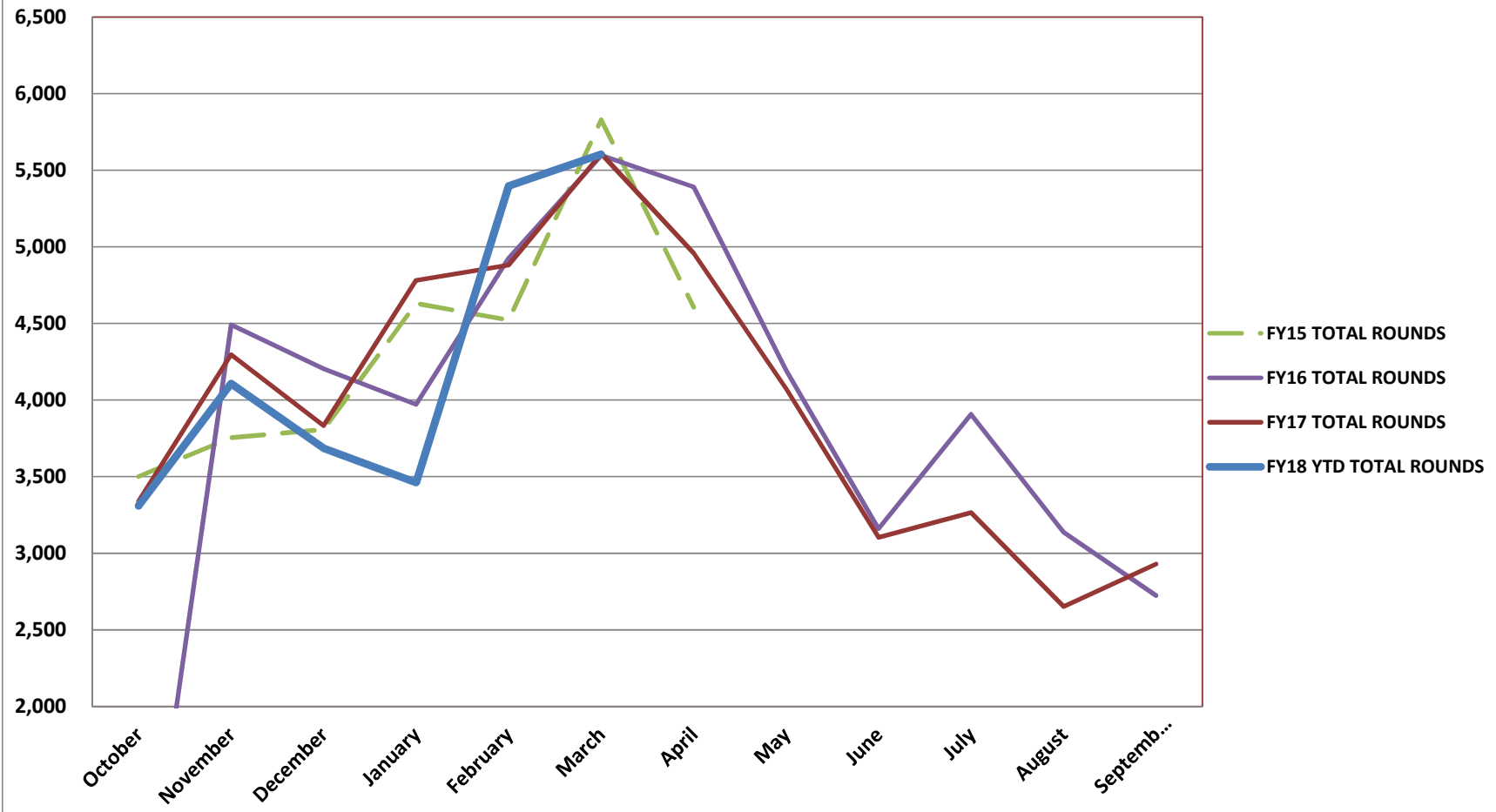
NET POSITION

Net Investment In Capital Assets	\$	419,845.41
Income (Loss)	\$	102,458.67
TOTAL NET POSITION	\$	522,304.08

City of Port Orange, Florida
Statement of Revenue, Expenses and Changes in Net Position
Fiscal YTD as of March 31
Consolidated Golf Course

<u>Operating Revenues</u>	Current Year	Prior Year
Golf Course	\$ 710,580.49	\$ 733,015.00
Golf Course Surcharge	\$ 21,002.89	\$ 22,102.80
Restaurant-Rent	\$ -	\$ 13,594.67
Restaurant Operations	\$ 121,454.50	\$ -
Total Operating Revenues	\$ 853,037.88	\$ 768,712.47
 <u>Operating Expenses</u>		
Golf Course	\$ 604,581.68	\$ 664,879.59
Golf Course Repair & Replacement	\$ -	\$ 6,625.00
Restaurant Operations	\$ 156,434.67	\$ -
Total Operating Expenses	\$ 761,016.35	\$ 671,504.59
 Operating Income (Loss)	 \$ 92,021.53	 \$ 97,207.88
 <u>Nonoperating revenues (expenses)</u>		
Interest & Misc.	\$ 437.14	\$ 772.23
Capital	\$ -	\$ -
Transfers in (out)	\$ 10,000.00	\$ -
 Change in Net Position	 \$ 102,458.67	 \$ 97,980.11

Golf Course Rounds by Month FY15-FY18 Year to Date



The Golf Club at Cypress Head
Comparative Income Statement
For the Six Months Ending March 31, 2018

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	144,335	671,185	1,146,664	59%	145,338	648,803	1,180,861	55%
Merchandise	7,531	33,359	63,915	52%	7,200	33,580	59,537	56%
Other Pro Shop	4,425	8,864	13,751	64%	5,097	8,450	11,927	71%
Range	3,914	19,607	35,853	55%	4,125	19,748	36,706	54%
Food and Beverage	0	0	15,788		21,793	121,455	146,600	83%
Other Operating Revenues	4,637	22,103	39,356	56%	4,613	21,003	39,944	53%
TOTAL REVENUE	164,842	755,118	1,315,327	57%	188,165	853,038	1,475,576	58%
COST OF SALES								
Merchandise	5,105	20,214	37,436	54%	4,029	19,834	38,699	51%
Food & Beverage	0	0	6,042		12,556	52,061	53,858	97%
TOTAL COGS	5,105	20,214	43,478	46%	16,585	71,895	92,557	78%
COGS - Merchandise %	67.8%	60.6%	58.6%	103.5%	56.0%	59.1%	65.0%	90.9%
COGS - Food %			38.3%		57.6%	42.9%	36.7%	116.9%
PAYROLL								
Course and Grounds	32,841	182,686	341,675	53%	27,112	146,622	375,767	39%
Carts, Range, Starters, Etc.	8,101	43,709	86,435	51%	8,126	45,616	99,348	46%
Pro Shop	3,849	22,343	42,904	52%	4,962	23,625	52,439	45%
Food and Beverage	0	0	9,850		13,338	80,502	74,205	108%
General and Administrative	10,582	64,646	133,923	48%	11,664	69,230	152,526	45%
Marketing	4,623	24,958	49,654	50%	4,776	25,666	49,611	52%
TOTAL PAYROLL	59,996	338,342	664,441	51%	69,978	391,261	803,897	49%
OPERATING EXPENSES								
Course and Grounds	26,028	122,441	252,335	49%	16,642	91,736	280,678	33%
Carts, Range, Starters, Etc.	6,855	40,754	80,327	51%	6,539	41,113	83,934	49%
Pro Shop	4,018	5,349	6,324	85%	3,732	3,791	7,954	48%
Food and Beverage	0	0	1,413		2,226	18,730	18,372	102%
General and Administrative	16,331	117,362	210,751	56%	19,408	113,321	209,750	54%
Marketing	1,584	8,731	22,941	38%	787	8,730	30,260	29%
TOTAL OPERATING EXPENSES	54,816	294,637	574,091	51%	49,334	277,421	630,948	44%
TOTAL EXPENSES	119,918	653,193	1,282,010	51%	135,897	740,577	1,527,402	48%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,713)	(34,277)	(69,411)	49%	(6,684)	(40,104)	(73,696)	54%
Depreciation & Amortization	(154)	(920)	(1,146)	80%	(96)	(573)	(4,572)	13%
TOTAL OTHER INCOME (EXPENSE)	(5,866)	(35,197)	(70,557)	50%	(6,780)	(40,677)	(78,268)	52%
NET INCOME	39,058	66,729	(37,241)	-179%	45,488	71,783	(130,094)	-55%
Paid Rounds	4,554	20,649	36,904	7%	4,605	20,234	37,150	54%
Annual Pass Rounds	796	4,706	8,095	8%	770	3,989	8,542	47%
Other Rounds	258	1,384	2,719	7%	229	1,343	2,924	46%
Total Rounds	5,608	26,739	47,718	7%	5,604	25,566	48,615	53%
Revenue/Paid Rounds	36.20	36.57	35.64	94%	40.86	42.16	39.72	106%
Revenue/Total Rounds	29.39	28.24	27.56	91%	33.58	33.37	30.35	110%

Financial Reports
for period ending
March 2018

Provided by
YMCA

Statement Of Activities Report
Volusia Flagler Family YMCA
03/01/2018 - 03/31/2018
Period 3 March 2018
Branch Port Orange 07

Fund: Unrestricted 1

Account Group	Account Group Name	Period 3 March 2018					Year to Date 2018				
		Actual	Budget	\$ Variance	Last Year	\$ Variance	Actual	Budget	\$ Variance	Last Year	\$ Variance
Revenue											
01	Contributions	11,035.51	11,090.00	-54.49	7,141.55	3,893.96	40,696.29	37,250.00	3,446.29	25,966.92	14,729.37
03	Special Events	2,323.67	1,950.00	373.67	172.17	2,151.50	20,398.47	21,725.00	-1,326.53	17,373.75	3,024.72
08	United Way	414.98	414.98	0.00	3,466.10	-3,051.12	1,244.94	1,244.94	0.00	10,398.30	-9,153.36
10	Grants	988.24	2,065.00	-1,076.76	1,944.80	-956.56	5,423.06	6,053.00	-629.94	6,412.30	-989.24
11	Membership	110,747.26	113,320.00	-2,572.74	109,986.15	761.11	339,716.90	337,780.00	1,936.90	326,557.15	13,159.75
13	Program Fees	55,711.99	62,015.35	-6,303.36	61,442.46	-5,730.47	150,134.87	163,806.31	-13,671.44	151,452.26	-1,317.39
14	Other -	1,112.50	600.00	512.50	1,605.96	-493.46	8,819.74	2,800.00	6,019.74	7,308.00	1,511.74
16	Merchandise/Vending Late Fees/Misc Income	120.00	0.00	120.00	25.00	95.00	630.00	300.00	330.00	300.00	330.00
19	Release from Restriction	-901.67	-636.74	-264.93	-590.00	-311.67	-2,624.95	-1,403.90	-1,221.05	-1,970.00	-654.95
	Total Revenue	181,552.48	190,818.59	-9,266.11	185,194.19	-3,641.71	564,439.32	569,555.35	-5,116.03	543,798.68	20,640.64
Expenses											
21	Salaries & Wages	60,335.43	63,582.38	3,246.95	63,325.04	2,989.61	183,978.65	187,549.44	3,570.79	176,375.44	-7,603.21
22	Employee Benefits	2,589.89	4,006.92	1,417.03	3,288.31	698.42	9,174.90	11,771.20	2,596.30	9,209.23	34.33
23	Payroll, Taxes & W/C	5,797.93	5,954.48	156.55	5,837.29	39.36	17,573.69	17,563.01	-10.68	16,524.45	-1,049.24
24	Contract Services	3,219.43	2,675.01	-544.42	2,350.31	-869.12	11,485.22	11,455.03	-30.19	9,661.78	-1,823.44
25	Supplies	2,213.47	2,624.62	411.15	1,751.10	-462.37	7,746.44	7,723.03	-23.41	3,689.96	-4,056.48
26	Telephone	711.34	720.00	8.66	710.39	-0.95	2,098.83	2,160.00	61.17	2,521.43	422.60
27	Postage & Shipping	0.00	30.00	30.00	15.00	15.00	0.00	90.00	90.00	15.00	15.00
28	Facility Costs	39,722.12	36,747.40	-2,974.72	37,774.01	-1,948.11	130,551.92	113,176.20	-17,375.72	114,927.10	-15,624.82
29	Equipment Costs	4,531.80	5,295.30	763.50	5,188.61	656.81	9,477.47	17,317.22	7,839.75	16,441.05	6,963.58
30	Program Expenses	3,645.07	7,863.12	4,218.05	10,458.72	6,813.65	12,295.94	21,796.01	9,500.07	28,426.00	16,130.06
31	Marketing & Promotion	0.00	0.00	0.00	0.00	0.00	533.73	0.00	-533.73	0.00	-533.73
32	Travel & Mileage	57.12	58.25	1.13	25.20	-31.92	57.12	174.75	117.63	112.14	55.02
33	Conference & Training	75.77	10.00	-65.77	0.00	-75.77	137.68	190.00	52.32	60.00	-77.68
35	National & Other Dues	2,100.00	2,100.00	0.00	2,176.09	76.09	6,485.00	6,300.00	-185.00	6,528.27	43.27
38	Insurance	2,340.08	2,340.00	-0.08	2,248.21	-91.87	6,836.50	7,020.00	183.50	6,757.65	-78.85
39	Miscellaneous Expense	594.75	550.00	-44.75	252.96	-341.79	-280.63	1,650.00	1,930.63	1,150.47	1,431.10
40	Depreciation & Amortization	16,501.28	1,752.19	-14,749.09	2,264.38	-14,236.90	20,000.00	5,256.58	-14,743.42	6,760.12	-13,239.88
48	Metro Services	26,373.00	26,373.00	0.00	26,373.00	0.00	78,645.00	78,645.00	0.00	78,645.00	0.00
	Total Expenses	170,808.48	162,682.67	-8,125.81	164,038.62	-6,769.86	496,797.46	489,837.47	-6,959.99	477,805.09	-18,992.37
	Change in Net Assets	10,744.00	28,135.92	-17,391.92	21,155.57	-10,411.57	67,641.86	79,717.88	-12,076.02	65,993.59	1,648.27



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: No

SUBJECT: (F15) Environmental Advisory Board - One Removal/Two Appointments

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: 1) Move to remove Danielle Elwood from the Environmental Advisory Board and appointment Joe Fazzie to fill the unexpired term of Ms. Elwood. The term expires on May 7, 2019.

2) Move to re-appoint Phil Klema to serve another term on the Environmental Advisory Board. Mr. Klema's new 3-year term will expire on May 7, 2021.

SUMMARY: Danielle Elwood has failed to attend three or more consecutive meetings of the Environmental Advisory Board without contacting the Board or the City Clerk regarding those absences and the Board has made a recommendation to remove her from the Board.

Joe Fazzie has expressed an interest in serving the City as a Board Member of the Environmental Advisory Board. His application is attached for consideration.

Also, Phil Klema's term is set to expire on May 7, 2018. He has expressed an interest to continue serving the City in this capacity and is seeking re-appointment.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Fazzie, Joseph 2018	Fazzie, Joseph 2018.pdf
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Robin Fenwick
Jake Johansson

Created/Initiated - 04/05/2018
Final Approval - 04/05/2018

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Monday, April 02, 2018 2:52:59 PM

Advisory Boards and Commissions Volunteer Application

Step 1

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

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

Check the boards you wish to apply for	Environmental Advisory Board, Library Advisory Board, Parks and Recreation Board, Planning Commission*
--	--

Pension Boards*	Field not completed.
-----------------	----------------------

Order of Preference	Field not completed.
---------------------	----------------------

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Joe
------------	-----

Last Name	Fazzie
-----------	--------

Date of Birth	4/2/2018
---------------	----------

Telephone	3863013250
-----------	------------

Email Address	jafazz62@aol.com
---------------	------------------

Business Telephone	Field not completed.
--------------------	----------------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	6604 Mansour Lane Port Orange, FL 32128
---------	---

City Council District	<i>Field not completed.</i>
How long have you been a resident of Port Orange?	17 years
Are you currently serving on a City Board?	No
If yes, when and which board?	<i>Field not completed.</i>
References	
Please list three references (business and / or personal)	
Reference 1	Don Burnette 295-5760
Reference 2	Drew Bastian
Reference 3	Scott Stiltner
Education	
High School	Triton Regional
Date Graduated High School	6/1/1984
College	Drexel University
Date Graduated College	6/1/1989
Degree	B.S. Business Administration
Additional Information	
Work Experience	Volusia County Schools Lockheed Martin
Interests / Activities	<i>Field not completed.</i>
Community Involvement	<i>Field not completed.</i>
Why do you desire to serve on these boards?	<i>Field not completed.</i>
Resume / Additional	<i>Field not completed.</i>

Information

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

Type your name to sign Joe Fazzie

Date 4/2/2018

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: No

SUBJECT: (F16) Charter Review Board Appointments

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to re-appoint Newton White and Willie Scales to the Charter Review Board for another term.

SUMMARY: Newton White and Willie Scales currently serve on the Charter Review Board and their terms are expiring in May 2018. Both have expressed an interest to continue serving on the Board and wish to be re-appointed.

The City Clerk has not received any other applications for appointment.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick
Jake Johansson

Created/Initiated - 04/10/2018
Final Approval - 04/11/2018



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: No

SUBJECT: (G17) Contract Discussions for Charter Officers (Tabled on April 17, 2018)

DEPARTMENT: City Manager

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION:

SUMMARY: At the meeting on 4-17-18, City Council began discussions on possible salary adjustments for the charter officers. At that time Council indicated they needed more information to proceed. The requested salary survey information is attached to this agenda item for consideration.

Attachments include the current City Manager and Attorney contracts, salary history, and market comparison information for the cities of Daytona Beach, New Smyrna Beach, and Ormond Beach.

For Fiscal 2018, the average base wage adjustment for employees has been approximately 3.64%.

The City is currently analyzing wage costs for next year. Staff is requesting direction in order to provide Council with more accurate budget numbers at the next budget workshop.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Johansson Employment Agreement with Amendment	Johansson Employment Agreement with Amendment.pdf
2.	Margaret Roberts Agreements Combined	Margaret Roberts Agreements Combined.pdf
3.	Salary Adjustment City Manager	Salary Adjustment City Manager.pdf
4.	Salary Adjustment City Attorney	Salary Adjustment City Attorney.pdf

Robin Fenwick
Jamie Miller
Alan Rosen
Margaret Roberts
Jake Johansson

Created/Initiated - 04/19/2018
Approved - 04/19/2018
Approved - 04/19/2018
Approved - 04/20/2018
Approved - 04/23/2018

Robin Fenwick

Final Approval - 04/23/2018

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter the "Agreement") is made and entered into this 14th day of July, 2015, by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation (hereinafter the "Employer" or the "City"), and Michael H. Johansson (hereinafter the "Employee"), both of whom shall constitute the Parties and agree as follows:

Section 1: Term

This agreement shall remain in full force in effect for the employment commencing on August 15, 2015 until terminated by the Employer or Employee as provided in Section 11 of this Agreement subject to a voluntary resignation as provided in Section 13.

Section 2: Duties and Authority

Employer agrees to employ Michael H. Johansson as the City Manager to perform the functions and duties specified for the City Manager in the Charter of the City and its Code of Ordinances; and to perform other legally permissible and proper duties and functions as directed by the City Council.

Section 3: Compensation

Base Salary: Employer agrees to pay Employee weekly in the amount of Two Thousand Six Hundred Ninety-Two and 31/100 Dollars (\$ 2,692.31).

Section 4: General Business Expenses and Professional Development

A. Employer agrees to budget and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the state league of municipalities and such other travel as approved by the City Council.

B. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses and mileage expenses for business related travel over 30 miles at the State of Florida rate. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, or statements.

C. Employee may join the membership and attend annual and other conferences held by the following organizations: Florida League of Cities, Florida City County Managers Association and the International City Managers Association. The Employer shall provide the expenses for membership, conference registration and travel expenses as established in the annual budget.

D. Employee may subscribe to professional publications, including but not limited to "Government Executive". All subscriptions costs shall not exceed \$500.00 annually.

Section 5: Residency Requirements, Relocation Expenses, Interim Housing Supplement

A. The Employee shall establish a permanent residence within the corporate boundaries of the City of Port Orange on or before February 15, 2016. Thereafter the

Employee shall maintain a permanent residence within the corporate boundaries of the City of Port Orange during the term of this Agreement.

B. Employer shall pay a relocation allowance in the amount of \$11,000.00 to be used for expenses related to moving and re-establishing the Employee and his family from Norfolk, Virginia to the permanent residence within the City of Port Orange. Said relocation allowance has been determined based upon a written quote for moving expenses.

C. Employer shall pay Employee an interim housing supplement not to exceed \$9,000.00 to be allocated for up to six (6) months, unless expended earlier. The maximum monthly payment shall not exceed \$2,000.00. Employee shall provide Employer evidence of each monthly housing expenditure prior to the Employer's reimbursement.

Section 6: Vehicle Allowance

The Employer shall pay to Employee a vehicle allowance, during the term of this Agreement and in addition to other salary and benefits, in the monthly sum of Five Hundred and 00/100 Dollars (\$500.00) to be used toward the purchase, lease, or ownership of, and to operate and maintain a vehicle, including the cost of fuel. Employer shall review and consider adjustments to the vehicle allowance every 3 years upon the request of the Employee.

Section 7: Technology

The Employer shall provide Employee with a lap top computer or tablet, software, and cell phone required for the Employee to perform the job and to maintain mobile communication.

Section 8: Holidays, Vacations and Sick Leave Accruals

The City shall be closed seven days annually as prescribed in the adopted Civil Service Rules and Procedures, except for emergency. Upon execution of this Agreement by all parties, the Employee shall accrue thirty (30) leave days to be used for vacation. On each anniversary thereafter, Employee shall accrue fifteen (15) days to be used for vacation. Employee shall accrue sick leave each pay period at the same rate established for and applicable to civil service employees. The Employee accruals shall not be capped and the accruals shall be paid to Employee upon termination for each accrued hour in an amount equal to the Employee's hourly rate of pay at the time of termination.

Section 9: Deferred Compensation

Upon establishment of the Money Purchase Plan and Trust, the Employer shall contribute an amount equal to 10% of the Employee's weekly compensation as provided in Section 3 to the International City Managers Association – Retirement Corporation, and Employee plans to contribute at least an amount equal to 5% percent of the weekly compensation. Employee shall be eligible to participate in the Employer match for the Employee's voluntary contributions to the 457 plan as set forth in Section 54-48(c) of the City of Port Orange Code of Ordinances as attached hereto as Exhibit A and incorporated herein by reference.

Section 10: Other Benefits and Declined Benefits

- A. Employee shall be eligible for a single membership at the Port Orange YMCA at the Employer's expense, subject to taxation. Employer agrees to cooperate with Employee and the YMCA for enrolling family members at Employee's expense.
- B. Employee declines enrollment and shall not be insured for the following: health/medical, dental, life, accidental death and dismemberment insurance coverage.

Section 11: Termination

For the purpose of this agreement, termination shall occur when:

- A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
- B. If the Employer, citizens or legislature acts to amend any provisions of the charter, code of ordinances or other enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- C. If the governing body offers to accept the resignation of the Employee, and the Employee resigns, then the Employee may declare a termination as of the date of the resignation.
- D. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20. Either party may declare a termination after the other party has failed to cure within the prescribed period.

Section 12: Severance

Severance shall be paid to the Employee in the amount equal to twenty (20) weeks of salary and benefits when employment is terminated as defined in Section 11, subject to the requirements of Section 215.425(4)(a), Florida Statutes (2015), attached hereto as Exhibit B and incorporated herein by reference.

Section 13: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of thirty (30) days' notice. The City, in its sole discretion, may shorten the minimum notice set forth in this paragraph, and shall continue the weekly compensation to the date set by Employer. Employee shall not receive severance in the event Employee voluntarily resigns.

Section 14: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business of the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 15: Performance Evaluation

Upon request, the Employer may review the performance of the Employee. Employer shall review performance on or about February 15, 2017 and at least annually

thereafter. The performance evaluation process, form, criteria and format shall be mutually agreed upon by the Employer and Employee.

Section 16: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. On or after February 15, 2017, the Employee may request the City Council to consider authorizing the Employee to engage in specified outside consulting or teaching opportunities that provide indirect benefits to the Employer and the community, with the understanding that such specified outside consulting or teaching opportunities shall be approved in advance by action of the City Council and shall not constitute interference with nor a conflict of interest with the duties as City Manager.

Section 17: Indemnification

Subject to the provisions of insurance defense coverage, and consistent with federal, state and local law, the City shall defend, save harmless and indemnify Employee acting within the scope of his employment, against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of authorized duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request Employer to provide independent legal representation at Employer's expense. Employer may not unreasonably withhold approval if the Employee has acted within the scope of employment. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee acting within the scope of his employment, against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available. Employee recognizes that Employer shall have right to compromise or settle any suit in which the City of Port Orange is a named party without the Employee's consent. In the event the Employee is a party to the suit individually and the Employee has acted outside the scope of his employment, then the City shall not be bound by this indemnification, and Employee shall reimburse City for the attorney fees for independent legal representation. Further, Employer agrees to pay all reasonable litigation expenses of Employee as indemnified herein throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 18: Bonding and Insurance

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance. Employee shall be provided coverage as a public official pursuant to the insurance policy as approved by the City Council.

Section 19: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Port Orange Charter or any other law.

Section 20: Notices

Notice pursuant to this Agreement shall be given by hand delivery, email or depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Allen Green, Mayor
Port Orange City Hall
1000 City Center Circle
Port Orange, Florida 32129

EMPLOYEE: Michael H. Johansson
1405 Buckingham Avenue
Norfolk, VA 23508
(410) 533-2234

Notice shall be deemed given as of the date of hand delivery, confirmed electronic transmission or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any other prior discussions or representations by or between the parties are rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. Notwithstanding the date of execution, the effective date of this Agreement shall be July 14, 2015.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full

force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

In Witness Hereof, the Parties have signed this Employment Agreement on the date and year set forth hereinafter.

EMPLOYEE



Michael H. Johansson

Date: July 14, 2015

EMPLOYER
CITY OF PORT ORANGE

By: _____
Allen Green, Mayor

ATTEST:

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

Date: _____

force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

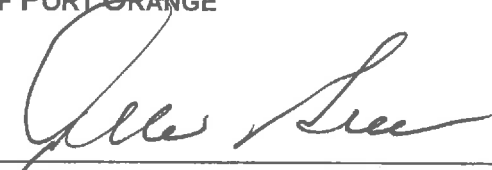
In Witness Hereof, the Parties have signed this Employment Agreement on the date and year set forth hereinafter.

EMPLOYEE

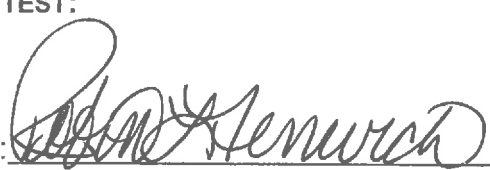
Michael H. Johansson

Date: _____

**EMPLOYER
CITY OF PORT ORANGE**

By: 
Allen Green, Mayor

ATTEST:

By: 
Robin L. Fenwick, CMC, City Clerk

Date: 7/14/15

Exhibit A

Sec. 54-48. - Contributions.

- (a) City contributions. For each employee who is not represented by a collective bargaining unit, the city shall contribute to the trust fund an amount equal to ten percent of the earnings, as defined, paid during each pay period. For each employee who is represented by a collective bargaining unit which has an agreement in effect between such unit and the city and does not participate in another retirement plan, the city shall contribute to the trust fund an amount equal to ten percent of the earnings, as defined, paid during each pay period. Provided, however, that as of each September 30, the total amount of nonvested forfeiture of account balances attributable to terminations of employment during the year just ended shall be determined, and that amount shall be used as set forth in subsection 54-49(b)(3) to pay expenses and offset the city's contribution otherwise required during the next subsequent city fiscal year. For allocation purposes, such forfeitures used to offset city contributions shall be treated in the same manner as are city contributions actually made.
- (b) Voluntary member contributions (nonmatching). Each employee may select a contribution rate of up to ten percent to be applied for purposes of making member contributions. The rate selected shall be applied to the member's basic earnings and the resulting contributions shall be made through payroll deduction for each regular payroll period.

Voluntary member contributions shall be fully vested and nonforfeitable at all times and subject to immediate distribution in the event of a member's death, disability, retirement or other termination of employment.

At any time, but not more frequently than once a fiscal year, a member may elect to withdraw from his account an amount not exceeding the total of his voluntary contributions credited to such account at the time of such withdrawal.

If a member has received a withdrawal from his account in a fiscal year, such member may request a second withdrawal from his account in the same fiscal year, provided that the total amount withdrawn does not exceed the total of his voluntary contributions credited to such account, and provided further that the request for the second withdrawal is for the purpose of a financial hardship, defined as follows:

- (1) Medical expenses incurred by the member or his spouse, children or dependents; or
- (2) Purchase, excluding mortgage payments, of a principal residence for the member; or
- (3) Financial expenses for the member's spouse, children or dependents; or
- (4) Payment of tuition for the next semester or quarter of postsecondary education for the member or his spouse, children or dependents; or

- (5) Need to prevent eviction of the member from his principal residence or foreclosure on the mortgage of the member's principal residence.

The request for withdrawal based on financial hardship shall be presented in writing for the board's approval.

A member who makes a second withdrawal of all or any part of his voluntary contributions will be considered to have discontinued further voluntary contributions effective on the date of his withdrawal request. Such member cannot make voluntary contributions until October 1, January 1, April 1 or July 1 following one year from the date of the member's second withdrawal request.

As of October 1, January 1, April 1 and July 1, a member may select a new contribution rate subject to the general rules and procedures established by the board, provided such new election is in writing on forms prescribed by the board. Members may not make separate nonregular contributions to the system. If at any time a member should wish to cease making voluntary contributions, a written request must be presented for the board's approval.

- (c) Voluntary member contributions (matching). Each employee may select a contribution rate of up to six percent (in one-percent increments) to be applied for purposes of making member contributions which will receive a matching city contribution of one-half percent for each one percent elected by the member. The maximum city contribution will be three percent. Any amount contributed to this account by the member must be deducted from the amount elected under subsection (b) above such that the total voluntary member contributions under both subsections (b) and (c) cannot exceed ten percent of the member's gross pay.

Voluntary member contributions under the provisions of this section shall be fully vested and nonforfeitable at all times and subject to immediate distribution in the event of a member's death, disability, retirement or other termination of employment. Such contributions shall not be subject to withdrawal under any other conditions. Specifically, these funds are exempt from the withdrawal provisions of voluntary member contributions in subsection (b).

Contributions under the provisions of this section shall also apply to members who have elected to participate in the ICMA-RC 457 Plan as provided under subsection 54-47(d) and subsections 54-56(f) and (g). Members who elect this option for contributions, shall be required to comply with subsection 54-48(b) as for selection of new contribution rates the same as for all other members.

Exhibit B

(4)^(u)(a) On or after July 1, 2011, a unit of government that enters into a contract or employment agreement, or renewal or renegotiation of an existing contract or employment agreement, that contains a provision for severance pay with an officer, agent, employee, or contractor must include the following provisions in the contract:

1. A requirement that severance pay provided may not exceed an amount greater than 20 weeks of compensation.
2. A prohibition of provision of severance pay when the officer, agent, employee, or contractor has been fired for misconduct, as defined in s. 443.036(29), by the unit of government.

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

This Amendment No. 1 to Employment Agreement dated July 14, 2015 is made and entered into the day and year set forth hereafter, by and between the City of Port Orange, Florida, a chartered municipal corporation (hereinafter the "Employer" or the "City") and Michael H. Johansson (hereinafter the "Employee"), both of whom shall constitute the Parties and who agree as follows:

Whereas, the Parties desire to amend the Employment Agreement as set forth hereafter.

1. Section 1 of the Employment Agreement is hereby amended to read as follows:

This Agreement shall remain in full force and effect for the employment commencing on August 13, 2015 until terminated by the Employer or Employee as provided in Section 11 of this Agreement subject to a voluntary resignation as provided in Section 13.

2. Section 3 of the Employment Agreement is hereby amended to read as follows:

Base Salary: Employer agrees to pay Employee weekly in the amount of Two Thousand Six Hundred Ninety-Two and 31/100 Dollars (\$2,692.31), subject to withholding and payroll tax deductions. The first partial week of employment shall be prorated in the amount of (\$1,615.39). Employee has agreed to attend the Florida League of Cities Conference commencing on August 13-15, 2015 in Orlando, Florida and the three (3) days of conference attendance shall be treated as workdays.

3. All other terms and provisions of the Employment Agreement shall remain in full force and effect, except as modified herein.

In Witness hereof the Parties have executed this Amendment No. 1 to Employment Agreement.

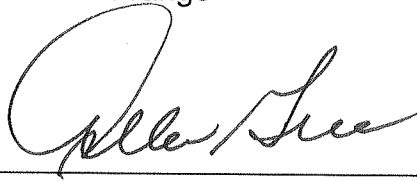
Employee



Michael H. Johansson

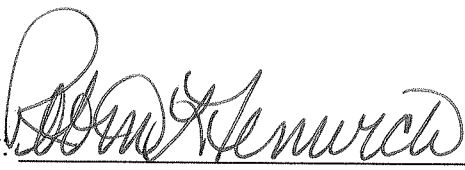
Date: 8.18.2015

Employer
City of Port Orange

By: 
Allen Green, Mayor

Date: 8/4/15

Attest:

By: 
Robin L. Fenwick, CMC, City Clerk

AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth hereafter, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, hereinafter referred to as the "CITY" and MARGARET T. ROBERTS, P. A., a Florida professional corporation, hereinafter sometimes referred to as "Counsel" or "City Attorney."

WITNESSETH:

WHEREAS, the CITY desires to engage Counsel for the purposes of serving as the City Attorney for a period of approximately six (6) weeks; and,

WHEREAS, Counsel represents that she is fully qualified to handle such legal services; and,

WHEREAS, Counsel is also engaged as the City Attorney for the City of Daytona Beach Shores; and,

WHEREAS, Counsel agrees to provide the specified services in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties hereby agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide the necessary legal services to the City of Port Orange as City Attorney relating to its legislative and administrative requirements commencing on March 3, 2000. Counsel shall commence and complete such services with all practical dispatch in a sound, economical and efficient manner, and in accordance with all applicable laws and ordinances.

2. Scope of Services. Counsel agrees she shall perform and conduct the following services:
 1. Counsel shall be the "City Attorney" appointed by the Port Orange City Council to render legal services as set forth in Section 3.01(a) of the Port Orange Charter.
 2. Ancillary to the foregoing, Counsel shall from time to time undertake specific tasks at the request of the City Manager.
 3. Should the CITY authorize the use of another attorney other than Counsel for insurance defense or as special counsel, then Counsel shall monitor the special legal matters and provide status updates upon the CITY's request.
 4. Counsel shall be authorized to assign legal work to another attorney who has been previously approved for work on behalf of the City of Port Orange. Other attorneys previously authorized include (1) Peter Dame, Esquire (2) Scott Simpson, Esquire and (3) Jody Gabel, Esquire (for work related to the Halifax Trailer Park only). Counsel shall obtain the authorization of the City Council prior to hiring any other special counsel.
3. Legal Services. Either the City Manager or City Council may assign duties to Counsel. These duties may include the following:
 1. legal representation regarding litigation, quasi-judicial matters; state or federal agency proceedings or administrative law proceedings;
 2. review and/or preparation of contracts;
 3. preparation of written opinions, ordinances, resolutions or correspondence;
 4. legal research; and
 5. other legal and support services provided by Counsel include, but shall not be limited to telephone consultations, personal consultations and

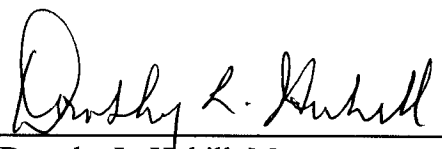
appearances, paralegal services, computer legal research data services, computer e-mail, facsimile transmission/reception, photocopies, mileage, postage, independent courier services (i.e., UPS, FedEx), travel, long distance telephone, mobile telephone, and such other specifically authorized charges as Counsel may deem appropriate and necessary to perform the work assigned.

4. Term. This Agreement shall continue, at the will of the CITY, in full force and effect, subject to agreed upon amendments, from the time after its execution unless terminated in accordance with the notice set forth below in Paragraph 9.
5. Facilities and Staff. Counsel may utilize the current office space, library and City legal files during the term of this Agreement. Where feasible Counsel shall utilize the assistance of the legal department staff.
6. Conflict of Interest. The City Manager and Council agrees that it shall screen from the City Attorney all potential or actual legal work that may result in a conflict of interest with any party which may be affected by this Agreement.
7. Compensation. The City agrees to pay Counsel compensation for the duties assigned as follows:
 1. \$125.00 per hour for Margaret T. Roberts;
 2. \$60.00 per hour for paralegal work; and
 3. Other support services which shall include computerized legal research, long distance/mobile telephone charges, postage, photocopies at the rate of 35¢ per page, facsimile transmission/reception at \$1.00 per page, overnight mail delivery and other charges and travel costs as authorized at actual cost. Travel between the hours of 9:00 a.m. and 6:00 p.m. shall be billed at the attorney's hourly rate as set forth in subparagraph 7(a), above.

8. Billing. Counsel shall provide a descriptive billing statement on a monthly basis. Each monthly bill shall identify the individual performing the service, include a brief description of the service rendered and indicate the date and amount of time spent on that particular service. Each monthly bill shall also include a summary of time expended by each individual and the amount of charges related to the services performed by each individual. Payment of proper billing statements and disputed billing statements, if any, shall be made in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, Florida Statutes).
9. Termination. This Agreement may be terminated immediately by either party upon notice to the other party. The City Council shall be authorized to terminate this agreement on the CITY's behalf. In the event of such termination and as otherwise requested, the CITY shall be entitled to all original records applicable to matters being handled by Counsel.
10. Amendments. No modification or change to this Agreement shall be binding upon the parties unless in writing and executed by the party or parties to be bound thereby.
11. Binding Effect. This Agreement shall be binding upon the parties hereto and upon the successors and assigns.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals on the day and year as noted thereby.

CITY OF PORT ORANGE, FLORIDA
a Florida municipal corporation

By: 
Dorothy L. Hukill, Mayor

Attest:

By: Kenneth W. Parker
Kenneth W. Parker, City Manager

Date: 2-6-2000, 2000.

MARGARET T. ROBERTS, P. A.
a Florida professional corporation

By: Margaret T. Roberts
Margaret T. Roberts, President/Secretary

Date: March 1, 2000

C:\OFFICE\WP\WIN\WPDOCS\PTORANGE\Acting Atty Agmt. wpd\March 1, 2000 (1:23pm)

CITY ATTORNEY
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into on the date set forth below, by and between the City of Port Orange, Florida, a municipal corporation (the "CITY"), and Margaret T. Roberts ("COUNSEL").

WHEREAS, the CITY desires to employ COUNSEL as the City of Port Orange City Attorney; and

WHEREAS, the CITY and COUNSEL desire to establish the rights, obligations, and conditions of COUNSEL'S employment as City Attorney; and

WHEREAS, the provisions of this Agreement are intended to (i) secure and retain COUNSEL's services as the City Attorney for the City of Port Orange, (ii) make possible COUNSEL's full work productivity by assuring COUNSEL's peace of mind with respect to future security, (iii) establish employment terms which act as a deterrent against malfeasance or dishonesty for personal gain on the part of COUNSEL, and (iv) provide a just means for terminating COUNSEL's services at such time as she may be unable to fully discharge her duties or when the CITY may otherwise wish to terminate her employment as the City Attorney.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the CITY and COUNSEL agree as follows:

SECTION 1. EMPLOYMENT; SCOPE OF DUTIES.

The CITY agrees to employ, and COUNSEL accepts employment by the CITY, as the City Attorney for the City of Port Orange, subject to the terms of this Agreement. The term, "City Attorney," shall have the intended meaning as used in Section 3.01(a) of the Port Orange Charter, and as the term may be used in any existing or future provision of City code or ordinance. As City Attorney, COUNSEL shall provide all necessary legal services to the CITY relating to CITY's legislative and administrative functions. In performing the services described herein, COUNSEL shall work in a sound, economical and efficient manner, in accordance with all applicable laws and ordinances. The scope of duties as City Attorney shall include but not be limited to all of the following:

- (a) COUNSEL shall from time to time defend the City with respect to, administrative and civil complaints, suits and controversies of every kind, in which the City is a party. Upon the authorization of the City Council, COUNSEL shall from time to time, prosecute and intervene in administrative and civil complaints, suits and controversies on the CITY's behalf.

- (b) COUNSEL shall have authority to hire private attorneys to provide legal services to the City, subject to City Council approval. COUNSEL shall monitor and oversee the work of any and all private attorneys retained from time to time by the CITY, including those retained on the CITY's behalf by the CITY's insurers. COUNSEL shall use COUNSEL's professional judgment in determining the degree to which the activities of private attorneys are monitored and overseen, consistent with COUNSEL's obligations herein.
- (c) COUNSEL shall from time to time provide legal advice and undertake specific tasks at the request of the City Manager or the City Manager's designees.
- (d) COUNSEL shall prepare, and from time assist in the preparation of, contracts, ordinances and resolutions; and shall review contracts, ordinances and resolutions for legal form and sufficiency.
- (e) COUNSEL may prepare and transmit written legal opinions and correspondence in support of the various duties outlined above.
- (f) COUNSEL shall provide legal advice, undertake specific tasks and make such reports as the City Council may require concerning the operations of the City Attorney's Office, the status of tasks assigned to private attorneys, and any legal issues which the City Council may reasonably need to consider.
- (g) COUNSEL shall provide a monthly report to the City Council on pending litigation involving the CITY.
- (h) COUNSEL shall have specific additional duties during the Transition Period described in Section 5 of this Agreement.

SECTION 2. SALARY; SALARY INCREASES. COUNSEL's initial annual salary shall be \$80,000.00, payable in equal weekly installments at the same time at which other employees of the City are paid. The CITY agrees to annually increase COUNSEL's annual salary in such amounts and to such an extent as the City Council may determine desirable, on the basis of an annual salary review and consistent with longevity or other bonus, across the board wage increases, cost of living or other salary adjustments provided to other administrative employees. The annual salary review shall generally be performed in the month of May, and any salary adjustment or bonus shall become effective on October 1 of the same calendar year. The initial review shall be performed in May, 2001. The initial increase, if any, shall be effective on October 1, 2001.

SECTION 3. EFFECTIVE DATE; TERM. The effective date of this Agreement shall be September 1, 2000. This Agreement shall continue in full force and effect at the will of the CITY, subject to agreed upon amendments, from the effective date unless terminated pursuant to Section 4 below. The provisions of this Agreement shall not be deemed to prevent, limit or otherwise restrict the right of:

- (a) The City Council of the CITY to terminate this Agreement and COUNSEL's services hereunder at any time, subject only to Subsections 4(a) and 4(b) of this Agreement; or
- (b) COUNSEL to terminate this Agreement and resign at any time from the position of City Attorney, subject only to Subsection 4(c) of this Agreement.

SECTION 4. TERMINATION, SEVERANCE PAY AND RESIGNATION. This Agreement may be terminated immediately by either party upon notice to the other. The City Council shall be authorized to terminate this Agreement and COUNSEL's services hereunder, on behalf of the CITY.

- (a) If the CITY terminates while COUNSEL is willing and able to perform the duties of City Attorney, COUNSEL shall be entitled to Severance Pay. However, in the event COUNSEL is terminated because of any unethical, illegal, or improper act involving personal gain to her, then, in that event the CITY shall have no obligation to pay the severance sum designated in this paragraph. Severance pay shall initially equal 13 weeks worth of COUNSEL'S annual salary. Beginning one year from the effective date and annually thereafter, severance pay shall be increased by an amount equal to two weeks worth of COUNSEL's annual salary, until the total severance pay accrued equals 26 weeks of annual salary. For purposes herein, annual salary shall be calculated based on the Annual Salary, as described in Section 2, in effect at the time of termination.
- (b) If the CITY at any time during the term of this Agreement reduces COUNSEL's annual salary or other financial benefits in a greater percentage than an applicable across-the-board reduction for all City employees, or in the event that the CITY refuses, after written notice, to comply with any other provision of this Agreement benefiting COUNSEL, COUNSEL's services may, at COUNSEL's option, be deemed to be terminated by the CITY as of the date of such reduction or such refusal to comply.

- (c) If COUNSEL voluntarily resigns the position of City Attorney, Counsel shall provide at least sixty (60) days advance written notice.

SECTION 5. TRANSITION PERIOD. The City acknowledges COUNSEL's ongoing responsibilities as a private attorney with various clients ("Pre-Existing Clients), including the City of Daytona Beach Shores, Florida, at the time of execution of this Agreement. In order to accommodate COUNSEL's ethical obligation to provide for an orderly winding down of COUNSEL'S private practice, and as an inducement to COUNSEL to begin employment as City Attorney for the CITY as soon as possible, the CITY hereby agrees to permit COUNSEL to conclude COUNSEL's legal representation to these other parties during a Transitional Period. The Transition Period shall commence on the date of execution of this Agreement and shall run through September 1, 2000, subject to the following conditions:

- (a) COUNSEL's representation of COUNSEL's Pre-Existing Clients shall not result in an ethical conflict under the applicable ethical rules and standards of professional conduct for attorneys for Florida Bar-licensed attorneys. COUNSEL's representation of Pre-Existing Clients shall not diminish the quality of service to be provided under this Agreement.
- (b) COUNSEL shall endeavor to conclude representation of these Pre-Existing Clients as soon as possible, and except as specifically provided herein, shall not utilize CITY personnel or resources in providing such representation.
- (c) During the Transition Period, COUNSEL is specifically authorized to assign portions of COUNSEL's work legal work for the CITY, at the CITY's costs, to any of the following attorneys in accordance with previously agreed upon rates and fees: (1) Peter Dame, Esquire (2) Jody Gabel, Esquire (for work related to the Halifax Trailer Park only) and (3) Scott Simpson, Esquire. This authority is in addition to COUNSEL's authority to hire special counsel pursuant to Subsection 1(b) of this Agreement.
- (d) During the Transition Period, COUNSEL shall be authorized to utilize COUNSEL's personal equipment, such as personal computer, fax machine, copier, furniture, file cabinets and other equipment, to supplement the equipment provided by the CITY for the performance of COUNSEL's duties. COUNSEL may locate the personal equipment and files within the office space provided by CITY to COUNSEL for the performance of COUNSEL's duties under this Agreement. The CITY shall provide supplies (such as copy paper and toner) necessary for the use of such equipment in

COUNSEL's performance of COUNSEL's duties under this Agreement. The City shall provide assistance in the form of labor and transportation, to COUNSEL upon request and reasonable notice from COUNSEL to assist COUNSEL in re-locating such equipment and files to the office space provided by CITY to COUNSEL. COUNSEL may remove such equipment and files at any time from the office space provided. However, COUNSEL shall at all times ensure that all applicable legal requirements, including but not limited to Public Records Act requirements, regarding COUNSEL's work product are met. Counsel shall ensure that any work product otherwise stored on such equipment, shall be retained by CITY to the extent required by the Public Records Act. COUNSEL shall coordinate with the City Manager in determining the format and location in which such work product shall be stored, for consistency with the City's Records Act policies and procedures.

- (e) If agreed to by the City of Daytona Beach Shores, the City shall extend the Transition Period for work to be performed for the City of Daytona Beach Shores only, subject to the following terms and conditions:
 - (1) All such work must be performed, pursuant to an assignment of COUNSEL's rights and obligations under that certain contract between Margaret T. Roberts, P.A. and the City of Daytona Beach Shores dated _____, 1999 (hereinafter the "Shores Contract") to CITY, and in addition the terms of an interlocal agreement to be executed hereafter by and between the CITY and the City of Daytona Beach Shores if necessary. The performance of such services pursuant to this Paragraph shall be deemed to be included within the scope of COUNSEL's duties under this Agreement. COUNSEL shall derive no additional compensation for such work. If necessary pursuant to the terms of the assigned Shores Contract, COUNSEL shall track COUNSEL's billed hours in recordable form so that CITY may bill the City of Daytona Beach Shores the rates provided for therein.
 - (2) COUNSEL's representation of the City of Daytona Beach Shores shall not result in conflicting representation under the ethical rules and standards of professional conduct for Florida Bar-licensed attorneys, without explicit notice to and waiver from both the CITY and the City of Daytona Beach Shores. Only the City Council shall have authority to provide such waiver on the CITY's behalf. COUNSEL shall have the right to withdraw from representation of the CITY and the City of

Daytona Beach Shores on a particular assignment that could result in conflicting representation.

- (3) All work provided to the City of Daytona Beach Shores shall cease on December 31, 2000, or earlier if possible, whether such work is authorized pursuant to assignment of the Shores Contract or an interlocal agreement between the two cities.

SECTION 6. HOURS OF WORK.

- (a) In recognition of the high level of responsibility and the substantial number of hours inherent in the position of City Attorney, including hours involved in night-time public meetings, COUNSEL shall be allowed to take commensurate time off as COUNSEL deems appropriate during normal office hours.
- (b) COUNSEL MAY use up to ten (10) hours per week of the time off authorized in Subsection 6(a) for professional work, including but not limited to, teaching or writing.

SECTION 7. PUBLIC OFFICIAL'S INSURANCE. The CITY shall name COUNSEL as a covered official on the CITY's Public Official's and errors and omissions insurance policy, and shall maintain such policy, including civil rights coverage, for the benefit of COUNSEL as well as the other officials covered thereunder. The CITY shall reimburse COUNSEL for the expenses and costs associated with appearing as a witness in any administrative or civil trial matter. This Section shall survive the termination of this Agreement.

SECTION 8. NO OUTSIDE WORK. With the exception of the specific authority provided during the Transition Period, COUNSEL shall not hold employment with any person or firm other than the CITY during the term of this Agreement. The term, "employed," shall not be deemed to include occasional teaching, writing or consulting, or the handling of occasional minor legal matters unrelated to COUNSEL's work for the CITY, performed on COUNSEL's time off from work as described in Section 7 of this Agreement.

SECTION 9. DUES AND SUBSCRIPTIONS. CITY shall include within its budget and pay, a reasonable amount toward those professional dues and subscriptions which are necessary for COUNSEL's continued professional development. Dues shall be deemed to include, at a minimum, those required for membership in the Florida Bar (with Government and Employment Law Sections), Florida Municipal Attorneys Association, International Municipal Lawyers Association, the Volusia County Bar Association, Attorneys' Title Insurance Fund, Inc. and Westlaw or other computer database service and may include those required for membership in national, regional, state and local

professional associations and organizations. The amount so budgeted and paid shall be subject to the right of the City Council to limit such expenses.

SECTION 10. PROFESSIONAL DEVELOPMENT. The CITY shall pay the registration fees, travel and subsistence expenses of COUNSEL for professional and office travel, meetings and occasions adequate to continue COUNSEL's professional development and allow COUNSEL's pursuit of necessary official and other functions on the City's behalf, including but not limited to the Florida Bar, the Florida League of Cities, International City Managers Association and such other national, regional, state and local governmental and legal groups and committees thereof which COUNSEL may serve as a member. The amount so budgeted and paid shall be a reasonable amount, subject to the right of the City Council to limit such expenses.

SECTION 11. GENERAL EXPENSES. The CITY recognizes that COUNSEL may incur certain expenses of a non-personal and generally job affiliated nature. The CITY shall pay or reimburse such general expenses. Such expenses shall include but not be limited to those relating to COUNSEL's cell phone usage. The CITY shall reimburse COUNSEL the cost of such cell phone usage in the course of COUNSEL's representation of the CITY, at a minimum rate of \$50.00 per month or upon such other terms as shall be economically beneficial and agreed upon by COUNSEL and the City Manager.

SECTION 12. CIVIC CLUB MEMBERSHIP. The CITY recognizes the desirability of representation in and before local civic and other organizations, including the Port Orange-South Daytona or Southeast Volusia Chambers of Commerce. COUNSEL is therefore authorized to become or continue membership in one such organization, for which the CITY shall pay all reasonable expenses. COUNSEL shall report to the CITY on the membership that COUNSEL has taken pursuant to the authority granted herein. The City Council shall have the right to limit such expenses.

SECTION 13. PERSONAL AND SICK LEAVE. As an inducement to COUNSEL to become City Attorney under the terms provided herein, and in recognition of COUNSEL's many years of experience in local government, including as city attorney for other local jurisdictions, COUNSEL shall be allotted 160 hours of personal leave immediately upon execution of this Agreement. Unused allotted personal leave shall be divided and allocated equally to vacation and sick leave on September 1, 2001. Beginning January 1, 2001, COUNSEL shall begin accruing personal and sick leave on a weekly basis at the rate as established in the City's personnel rules. COUNSEL may use accrued (including initially allotted) leave provided herein at any time. However, COUNSEL shall provide the City Council notice in advance of COUNSEL's intent to use leave in advance, except where emergencies or illness render COUNSEL unable to provide such notice, in which instance COUNSEL shall endeavor to provide CITY notice telephonically as soon as is reasonably possible. Accrued and unused annual

and sick leave shall be forfeited if COUNSEL voluntarily resigns without giving at least sixty (60) days advance written notice as required by Subsection 4© of this Agreement.

SECTION 14. DEFERRED COMPENSATION. COUNSEL agrees to defer ten percent (10%) of COUNSEL's annual salary in a deferred compensation plan, which is administered by the International City Manager's Association (ICMA) – Retirement Corporation. The CITY shall pay a matching sum, equal to ten percent (10%) of COUNSEL's annual salary, into the deferred compensation plan in equal weekly installments. COUNSEL shall be deemed to be immediately vested with regard to the CITY's matching contribution, and shall have control as to which plan the matching funds may be located into, subject to ICMA – Retirement Corporation-imposed limitations. The CITY shall execute such agreements as may be necessary for COUNSEL to participate and in the deferred compensation plan and for the CITY to provide the matching funds referenced above. COUNSEL shall have the right but not the obligation to defer additional portions of COUNSEL's salary in either the 401(a) or 457 plans which have been adopted by the City Council.

SECTION 15. HEALTH AND DISABILITY INSURANCE.

- (a) CITY shall provide health insurance to COUNSEL and COUNSEL's dependents under the same terms and conditions, including with respect to co-payment of premiums, as are offered to other CITY employees.
- (b) In addition, the City shall annually contribute up to \$2,000.00 per year toward the cost of a long term disability income protection plan for COUNSEL's benefit. COUNSEL shall be eligible to apply these sums toward participation in any such program which may be offered through the CITY, or COUNSEL may apply this sum toward the purchase of another plan of COUNSEL's choosing. COUNSEL may only use the sum described to pay policy premiums on such a plan. The city shall reimburse COUNSEL upon the CITY'S receipt of proof of payment by COUNSEL.

SECTION 16. OTHER TERMS AND CONDITIONS.

- (a) The City Council shall fix any other terms and conditions of employment as it may from time to time determine, relating to COUNSEL's performance; provided, however, that such terms and conditions are not inconsistent with this The City Council shall fix any other terms and conditions of employment as it Agreement or any law.
- (b) All provisions of the City Code of Ordinance and the City's personnel regulations and rules adopted pursuant thereto, relating

to annual and sick leave, holidays, deferred compensation, retirement and pension system, and other fringe benefits as these provisions now exist or may hereinafter be amended, shall also apply to COUNSEL as they would apply to "Administrative Officials" as defined in Section 2-186 of the Code of Ordinances, unless such provisions conflict with this Agreement.

- (c) COUNSEL shall be permitted to initially staff the City Attorney's operations with one legal secretary, Linda Sheridan, one paralegal, Linda Johnson (subject to compliance with the City of Port Orange personnel procedures and the City Manager's approval), and one attorney, COUNSEL. In February 2001, COUNSEL shall provide the CITY with a report and recommendation on future staffing of the City Attorney's operations.
- (d) This Agreement shall not be assignable.
- (e) This Agreement supersedes all prior agreements and understandings by and between COUNSEL and the City regarding the provision by COUNSEL of legal services to the CITY; provided, however, that COUNSEL shall be entitled to payment for any legal services rendered to the CITY prior to the effective date of this Agreement, in accordance with the terms of any written agreement regarding such services. No modification or change to this Agreement shall be binding upon the parties hereto unless in writing and executed by the parties to be bound hereby. Only the City Council shall have authority to bind the CITY to any such written modification or change.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals on the day and year as noted thereby.

CITY OF PORT ORANGE, a municipal corporation

By: Dorothy L. Hukill
Dorothy L. Hukill, Mayor

Attest: Kenneth W. Parker
Kenneth W. Parker, City Manager

Date: 8/22/2000

COUNSEL

By: Margaret T. Roberts
Margaret T. Roberts

Date: 8-16-00

**CITY ATTORNEY
EMPLOYMENT AGREEMENT**

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WHEREAS, the CITY desires to employ COUNSEL as the City of Port Orange City Attorney; and

WHEREAS, the CITY and COUNSEL desire to establish the rights, obligations, and conditions of COUNSEL'S employment as City Attorney; and

WHEREAS, the provisions of this Agreement are intended to (i) secure and retain COUNSEL's services as the City Attorney for the City of Port Orange, (ii) make possible COUNSEL's full work productivity by assuring COUNSEL's peace of mind with respect to future security, (iii) establish employment terms which act as a deterrent against malfeasance or dishonesty for personal gain on the part of COUNSEL, and (iv) provide a just means for terminating COUNSEL's services at such time as she may be unable to fully discharge her duties or when the CITY may otherwise wish to terminate her employment as the City Attorney.

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- (a) The City Council of the CITY to terminate this Agreement and COUNSEL's services hereunder at any time, subject only to Subsections 4(a) and 4(b) of this Agreement; or
- (b) COUNSEL to terminate this Agreement and resign at any time from the position of City Attorney, subject only to Subsection 4(c) of this Agreement.

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- (a) If the CITY terminates while COUNSEL is willing and able to perform the duties of City Attorney, COUNSEL shall be entitled to Severance Pay. However, in the event COUNSEL is terminated because of any unethical, illegal, or improper act involving personal gain to her, then, in that event the CITY shall have no obligation to pay the severance sum designated in this paragraph. Severance pay shall initially equal 13 weeks worth of COUNSEL'S annual salary. Beginning one year from the effective date and annually thereafter, severance pay shall be increased by an amount equal to two weeks worth of COUNSEL's annual salary, until the total severance pay accrued equals 26 weeks of annual salary. For purposes herein, annual salary shall be calculated based on the Annual Salary, as described in Section 2, in effect at the time of termination.
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SECTION 5. TRANSITION PERIOD. The City acknowledges COUNSEL's ongoing responsibilities as a private attorney with various clients ("Pre-Existing Clients"), including the City of Daytona Beach Shores, Florida, at the time of execution of this Agreement. In order to accommodate COUNSEL's ethical obligation to provide for an orderly winding down of COUNSEL'S private practice, and as an inducement to COUNSEL to begin employment as City Attorney for the CITY as soon as possible, the CITY hereby agrees to permit COUNSEL to conclude COUNSEL's legal representation to these other Pre-Existing Clients during a Transitional Period. The Transition Period shall commence on the date of execution of this Agreement and shall run through September 1, 2000, subject to the following conditions:

- (a) COUNSEL's representation of COUNSEL's Pre-Existing Clients shall not result in an ethical conflict under the applicable ethical rules and standards of professional conduct for attorneys for Florida Bar-licensed attorneys. COUNSEL's representation of Pre-Existing Clients shall not diminish the quality of service to be provided under this Agreement.
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 - (1) All such work must be performed, pursuant to an assignment of COUNSEL's rights and obligations under that certain contract between Margaret T. Roberts, P.A. and the City of Daytona Beach Shores dated April 2, 1999 (hereinafter the "Shores Contract") to CITY, and in addition the terms of an interlocal agreement to be executed hereafter by and between the CITY and the City of Daytona Beach Shores if necessary. The performance of such services pursuant to this Paragraph shall be deemed to be included within the scope of COUNSEL's duties under this Agreement. COUNSEL shall derive no additional compensation for such work. If necessary pursuant to the terms of the assigned Shores Contract, COUNSEL shall track COUNSEL's billed hours in recordable form so that CITY may bill the City of Daytona Beach Shores the rates provided for therein.
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Daytona Beach Shores on a particular assignment that could result in conflicting representation.

- (3) All work provided to the City of Daytona Beach Shores shall cease on December 31, 2000, or earlier if possible, whether such work is authorized pursuant to assignment of the Shores Contract or an interlocal agreement between the two cities.

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SECTION 11. GENERAL EXPENSES. The CITY recognizes that COUNSEL may incur certain expenses of a non-personal and generally job affiliated nature. The CITY shall pay or reimburse such general expenses. Such expenses shall include but not be limited to those relating to COUNSEL's cell phone usage. The CITY shall reimburse COUNSEL the cost of such cell phone usage in the course of COUNSEL's representation of the CITY, at a minimum rate of \$50.00 per month or upon such other terms as shall be economically beneficial and agreed upon by COUNSEL and the City Manager.

SECTION 12. CIVIC CLUB MEMBERSHIP. The CITY recognizes the desirability of representation in and before local civic and other organizations, including the Port Orange-South Daytona or Southeast Volusia Chambers of Commerce. COUNSEL is therefore authorized to become or continue membership in one such organization, for which the CITY shall pay all reasonable expenses. COUNSEL shall report to the CITY on the membership that COUNSEL has taken pursuant to the authority granted herein. The City Council shall have the right to limit such expenses. It is Counsel's intent to complete her term on the Southeast Volusia Chamber and thereafter join the Port Orange-South Daytona Chamber.

SECTION 13. PERSONAL AND SICK LEAVE. As an inducement to COUNSEL to become City Attorney under the terms provided herein, and in recognition of COUNSEL's many years of experience in local government, including as city attorney for other local jurisdictions, COUNSEL shall be allotted 160 hours of personal leave immediately upon execution of this Agreement. Unused allotted personal leave shall be divided and allocated equally to vacation and sick leave on September 1, 2001. Beginning January 1, 2001, COUNSEL shall begin accruing personal and sick leave on a weekly basis at the rate as established in the City's personnel rules. COUNSEL may use accrued (including initially allotted) leave provided herein at any time. However, COUNSEL shall provide the City Council notice in advance of COUNSEL's intent to use leave in advance, except where emergencies or illness render COUNSEL unable to provide such

notice, in which instance COUNSEL shall endeavor to provide CITY notice telephonically as soon as is reasonably possible. Accrued and unused annual and sick leave shall be forfeited if COUNSEL voluntarily resigns without giving at least sixty (60) days advance written notice as required by Section 4(c) of this Agreement.

SECTION 14. DEFERRED COMPENSATION. COUNSEL agrees to defer ten percent (10%) of COUNSEL's annual salary in a deferred compensation plan, which is administered by the International City Manager's Association (ICMA) – Retirement Corporation. The CITY shall pay a matching sum, equal to ten percent (10%) of COUNSEL's annual salary, into the deferred compensation plan in equal weekly installments. COUNSEL shall be deemed to be immediately vested with regard to the CITY's matching contribution, and shall have control as to which plan the matching funds may be located into, subject to ICMA – Retirement Corporation-imposed limitations. The CITY shall execute such agreements as may be necessary for COUNSEL to participate and in the deferred compensation plan and for the CITY to provide the matching funds referenced above. COUNSEL shall have the right but not the obligation to defer additional portions of COUNSEL's salary in either the 401(a) or 457 plans which have been adopted by the City Council.

SECTION 15. HEALTH AND DISABILITY INSURANCE.

- (a) CITY shall provide health insurance to COUNSEL and COUNSEL's dependents under the same terms and conditions, including with respect to co-payment of premiums, as are offered to other CITY employees.
- (b) In addition, the City shall annually contribute up to \$2,000.00 per year toward the cost of a long term disability income protection plan for COUNSEL's benefit. COUNSEL shall be eligible to apply these sums toward participation in any such program which may be offered through the CITY, or COUNSEL may apply this sum toward the purchase of another plan of COUNSEL's choosing. COUNSEL may only use the sum described to pay policy premiums on such a plan. The city shall reimburse COUNSEL upon the CITY'S receipt of proof of payment by COUNSEL.

SECTION 16. OTHER TERMS AND CONDITIONS.

- (a) The City Council shall fix any other terms and conditions of employment as it may from time to time determine, relating to COUNSEL's performance; provided, however, that such terms and conditions are not inconsistent with this Agreement or any law.
- (b) All provisions of the City Code of Ordinance and the City's personnel regulations and rules adopted pursuant thereto, relating

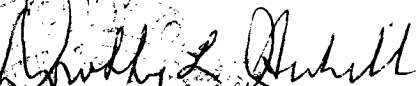
to annual and sick leave, holidays, deferred compensation, retirement and pension system, and other fringe benefits as these provisions now exist or may hereinafter be amended, shall also apply to COUNSEL as they would apply to "Administrative Officials" as defined in Section 2-186 of the Code of Ordinances, unless such provisions conflict with this Agreement.

- (a) COUNSEL shall be permitted to initially staff the City Attorney's operations with one legal secretary, Linda Sheridan, one paralegal, Linda Johnson (subject to compliance with the City of Port Orange personnel procedures and the City Manager's approval), and one attorney, COUNSEL. In February 2001, COUNSEL shall provide the CITY with a report and recommendation on future staffing of the City Attorney's operations.
- (b) This Agreement shall not be assignable.
- (c) This Agreement supersedes all prior agreements and understandings by and between COUNSEL and the City regarding the provision by COUNSEL of legal services to the CITY; provided, however, that COUNSEL shall be entitled to payment for any legal services rendered to the CITY prior to the effective date of this Agreement, in accordance with the terms of any written agreement regarding such services. No modification or change to this Agreement shall be binding upon the parties hereto unless in writing and executed by the parties to be bound hereby. Only the City Council shall have authority to bind the CITY to any such written modification or change.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals on the day and year as noted thereby.

CITY OF PORT ORANGE, a municipal corporation

By:


Dorothy L. Hukill, Mayor

Attest:


Kenneth W. Parker, City Manager

Date:

8/28/2000

COUNSEL

By:


Margaret T. Roberts

Date:

August 25, 2000

ASSIGNMENT

This Assignment is entered into the day and year set forth hereafter by and between the City of Daytona Beach Shores, a Florida municipal corporation, hereinafter referred to as the "Client", and the City of Port Orange, a Florida municipal corporation, hereinafter referred to as the "Assignee" and Margaret T. Roberts, individually and as President of Margaret T. Roberts, P. A., a Florida corporation, hereinafter referred to as the "Assignor". The above named entities shall collectively be referred to as the "Parties".

Whereas, the Assignor has served as the City Attorney for the City of Daytona Beach Shores pursuant to the terms of that certain agreement dated April 2, 1999, hereafter referred to as the "Agreement", and

Whereas, the Assignor, as an individual will become the City Attorney and an employee of the City of Port Orange on September 1, 2000, and

Whereas, the parties recognize the need for a transition period to enable the City of Daytona Beach Shores to secure other legal services and to appoint a City Attorney, and

Whereas, during the transition period the parties desire to authorize the Assignor, to provide legal services as the City Attorney for the City of Daytona Beach Shores, and

Whereas, the parties intend that the transition period shall terminate on or before December 31, 2000 , and

Whereas, the parties desire to assign certain rights, duties and responsibilities under the Agreement as set forth in more particular in this Assignment.

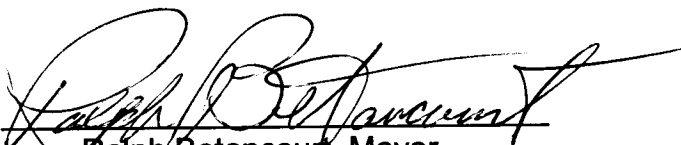
Now, therefore, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, receipt whereof is hereby acknowledged the parties agree as follows:

1. The foregoing premises are true and correct and are incorporated herein by reference.
2. The Assignor hereby assigns to the Assignee, City of Port Orange the right to receive the Compensation as set forth in the Agreement upon submittal of the billing as prescribed in the Agreement,
3. Assignor agrees to continue to perform the scope of services and to abide by the terms of the Agreement subsequent to September 1, 2000 while this Assignment is effective.

4. The Assignor shall be entitled to withdraw from representation of the City of Daytona Beach Shores and the City of Port Orange on any particular matter in the event of a potential conflict of interest between the parties.
5. This Assignment shall become effective on September 1, 2000 and shall continue until December 31, 2000, whereupon the Agreement shall be terminated, unless the Client gives prior written notice of its intention to sooner terminate the Agreement.
6. The Client agrees upon execution of this Assignment that Assignor has complied with the terms of the Agreement for notice of termination.
7. The Assignor shall be entitled to utilize the offices, supplies and equipment of the City of Port Orange for the purpose of fulfilling the terms of the Agreement consistent with this Assignment.
8. All of the terms and provisions of the Agreement shall remain in full force and effect, except to the extent that the terms and provisions are modified herein.

In witness hereof the parties have executed this document.

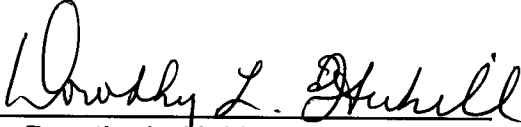
CITY OF DAYTONA BEACH SHORES,
a Florida municipal corporation

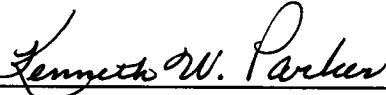
BY: 
Ralph Betancourt, Mayor

ATTEST: 
Michael T. Booker, City Manager

Date: 10/2/00

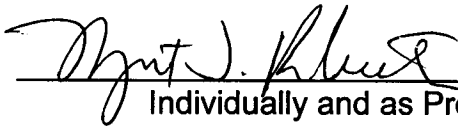
CITY OF PORT ORANGE, a Florida
municipal corporation

BY: 
Dorothy L. Hukill, Mayor

ATTEST: 
Kenneth W. Parker, City Manager

Date: 11-29-00

MARGARET T. ROBERTS


Individually and as President of
Margaret T. Roberts, P. A.

Date: August 25, 2000

City Manager Salary Information

Current Salary: \$140,000 annually
Years of Service 2 Years 8 Months

Salary History

Date	Rate	Percent Change From Prior Wage
8/13/2015 (New Hire)	\$140,000	
Current	\$140,000	0%

For years not indicated above, there was no adjustment provided.

Market Comparison

City	Salary	Years of Service with City	Population
Daytona Beach	\$222,631	13 Years 9 Months	approx 66,645
Deland	\$161,803	18 Years (11 as CM)	approx 31,569
New Smyrna Beach	\$139,172	8 Years 8 Months	approx 25,796
Ormond Beach	\$155,000	9 Years	approx 42,162

City Attorney Salary Information

Current Salary: \$126,630 annually
Years of Service 17 Years 8 Months

Salary History

Date	Rate	Percent Change From Prior Wage
10/1/2008	\$110,314	
10/1/2013	\$113,068	2.5%
10/1/2014	\$116,459	3.0%
10/1/2015	\$119,953	3.0%
10/1/2016	\$122,948	2.5%
10/1/2017 (Current)	\$126,630	3.0%

For years not indicated above, there was no adjustment provided.

Market Comparison

City	Salary	Years of Service with City	Population
Daytona Beach	\$191,173	9 Years 1 Month	approx 66,645
Deland	Contracted	N/A	approx 31,569
New Smyrna Beach	\$125,008	3 Months	approx 25,796
Ormond Beach	\$140,000	25 Years	approx 42,162



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: No

SUBJECT: (H18) Second Reading Ordinance No. 2018-5 - LDC Text Amendment/PC-A Zoning District (Case No. 18-25000002)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance 2018-5, amending Chapter 17, Section 29(e) of the Land Development Code.

SUMMARY: Planning Commission Action (3/22/18): Recommended Approval

Robert A. Merrell III, Esquire, on behalf of Port Orange Holdings II, LLC (a.k.a. CBL), is requesting approval of a Land Development Code (LDC) text amendment to the PC-A Workplace District zoning category, in conjunction with a proposed multi-family development. The current zoning for the proposed development permits the multi-family use; however, the development proposal requires approval of the LDC text amendment. The applicant's proposed LDC amendment includes three items:

- 1) To increase the percentage of the Planned Community-Agriculture (PC-A) Workplace District allowed to be developed as multi-family from 7% (29.4 acres) to 13% (54.6 acres);
- 2) To amend the rear buffer requirement to include language that if the landscape buffer provided is 50' wide or greater, then a berm and opaque fence is not required between a multi-family development and a single-family or duplex subdivision; and
- 3) To reduce the minimum living area requirement for a multi-family dwelling unit from 600 square-feet to 500 square-feet.

If approved, the applicant intends to submit a site plan for a 292-unit multi-family complex with two commercial outparcels on 29.5 acres, located on the west side of Williamson Boulevard, between North Summer Trees Road and the Whitepalm Apartments.

As part of the proposed multi-family development, the applicant is proposing to provide a 50' natural buffer adjacent to the retention pond west of the site and a 100' natural buffer adjacent to the Windsor Hill subdivision along with an aluminum picket fence for security. The buffers proposed exceed the 20' buffer required by the LDC between a multi-family development and a single-family subdivision.

A traffic analysis was conducted by the applicant to evaluate the impact that the proposed LDC amendment could have on area roadways. According to the analysis, if the proposed LDC amendment is approved and multi-family is developed, there is

potential to reduce the net p.m. peak-hour vehicular trips created by 2,754 trips when compared to potential commercial development on a ±29.5-acre site. As part of the Site Plan submittal, a Transportation Impact Analysis will be required to evaluate access into the site, required roadway improvement and Transportation Fair-Share mitigation to support a proposed development.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-5	Ord. No. 2018-5 .pdf
2.	Staff Report	CC_Staff Report_MF_PC-A Workplace District LDC Amendment.pdf

Robin Fenwick

Created/Initiated - 04/18/2018

ORDINANCE NO. 2018-5

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 17, SECTION 29 TO INCREASE THE PERCENTAGE OF THE PLANNED COMMUNITY-AGRICULTURE (PC-A) WORKPLACE DISTRICT ALLOWED TO BE DEVELOPED AS MULTI-FAMILY; TO AMEND THE REAR BUFFER REQUIREMENT TO INCLUDE LANGUAGE THAT IF A LANDSCAPE BUFFER PROVIDED IS 50 FOOT WIDE OR GREATER THEN A BERM AND OPAQUE FENCE IS NOT REQUIRED; AND TO REDUCE THE MINIMUM LIVING AREA REQUIREMENT FOR A MULTI-FAMILY DWELLING; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planned Community-Agriculture (PC-A) Workplace zoning district consists of approximately 420 acres within the +/-1,200 acre PC-A zoning district; and

WHEREAS, the PC-A Workplace zoning district is intended to have a mix of uses with some residential development located in close proximity to commercial development with the intent to provide an efficient link between the commercial and residential uses; and

WHEREAS, the Planning Commission has recommended adoption of this ordinance to amend the Land Development Code; and

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

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

SECTION 1: The City Council of the City of Port Orange hereby amends in part the Land Development Code, City of Port Orange, Florida, Chapter 17, Zoning District Regulations, Section 29, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS

Sec. 29: - Planned community - Agricultural (PC-A) district.

(a) through (d) [unchanged]

(e) *Workplace district.*

(1) through (2)(b) [unchanged]

(c) *Residential.*

(1) [unchanged]

(2) [unchanged]

(3) *Special restrictions.* In order to ensure a mix of uses consistent with the purposes and intent of the workplace district, multifamily residential uses shall be limited to ~~seven~~thirteen percent of the overall Workplace District land area, when such residential development is located within a ½ mile of commercial development (measured along right-of-way centerlines between the development entrance drives or other pedestrian access points) that will cater to the residential development and provide an efficient link between the commercial and residential uses. The location of residential uses in close proximity to commercial uses will reduce vehicle miles traveled, thereby reducing the energy consumption within the district.

(4) *Dimensional requirements.*

STANDARD	ATTACHED RESIDENTIAL
Max. building height ¹	50 ft.
Min. lot size ²	1,800 s.f. per unit
Min. lot width ²	18 ft. per unit
Min. living area	600 <u>500</u> s.f.
Building coverage	50%
Setbacks	
Front	20 ft.
Side	0 ft. for attached units, 15 ft. between buildings, 20 ft. for perimeter
Rear ³	25 ft.
Open space	40%
Common open space	1/3 of min. open space required
Min. landscape buffer abutting single family residential zoned property	20 ft. (including a berm at least 3' high with a 6' vinyl shadowbox fence on top of the berm except where accessory structures abut the buffer or where the property abuts an existing conservation easement area); <u>if the buffer provided is a minimum of 50' wide, then a berm and opaque fence is not required.</u>

[Remainder of Section (e) *Workplace district*. remains unchanged]

SECTION 2: CONFLICTING ORDINANCES.

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

SECTION 3: CODIFICATION.

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

¹ Additional height for architectural appurtenances and other structures (including cupolas) may extend a maximum of ten feet above the maximum building height.

² Applies to units with individual lots under fee simple ownership.

³ Multifamily buildings of greater than 25 feet in height shall have a building setback equal to or greater than the building height, except where adjoining property is zoned single family residential where such setback shall be equal to or greater than twice the building height (not including architectural appurtenances as permitted above).

SECTION 4: SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

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



STAFF REPORT

LDC TEXT AMENDMENT/PC-A ZONING DISTRICT

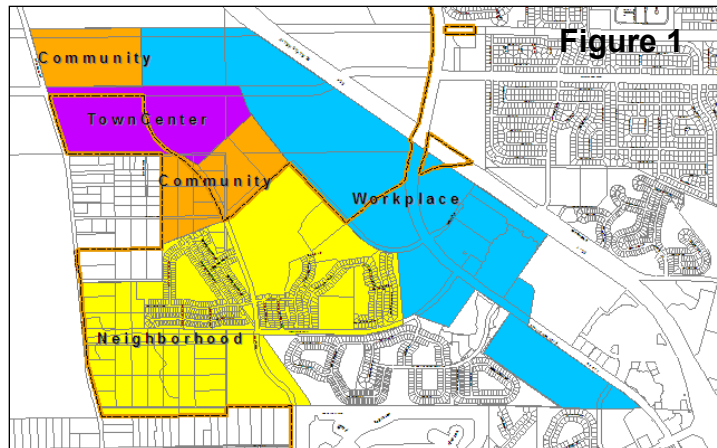
CASE NO. 18-25000002

REQUEST:	To amend the Land Development Code (LDC) to increase the percentage of the Planned Community-Agriculture (PC-A) Workplace District allowed to be developed as multi-family, and amend the rear buffer and minimum living area requirements.
APPLICANT:	Robert A. Merrell III, Esquire, on behalf of Port Orange Holdings II, LLC (a.k.a. CBL)
STAFF CONTACT:	Penelope Cruz, AICP, Principal Planner
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Approval (March 22, 2018)
CITY COUNCIL DATE:	April 17, 2018

BACKGROUND

The PC-A zoning district was adopted in 2002 to provide a flexible way to create a master planned mixed-use community on the west side of I-95. The PC-A zoning district was divided into four districts with specific development guidelines for each district (Figure 1):

1. *West Town Center District* — Intended to create a mixed-use area in a pedestrian-oriented town center.
2. *Community District* — Intended to function as a transition area between the West Town Center and the Neighborhood and Workplace districts. The primary land use is residential. Recreational, institutional, commercial, and conservation/open space uses are also allowed in this district in areas specifically designated on the macro and micro Conceptual Development Plans (CDPs).
3. *Neighborhood District* — Intended to accommodate a variety of standard suburban residential housing types at varying densities, as well as neighborhood-scale office and commercial developments in areas specifically designated on the macro and micro CDPs.
4. *Workplace District* — Intended to provide regional employment to support local and regional markets, while creating a link between the various uses within the district and the other districts, especially the West Town Center and Community districts. The primary use of this district is for commercial and industrial purposes.



The PC-A zoning district was designed a decade ago and covers approximately 1,200 acres. It is common to make modifications to the concepts and development regulations as larger master planned areas develop. Although there is some integration of uses planned for the West Town Center and Community districts of the PC-A area, the

Neighborhood and Workplace districts generally function as large single purpose districts, similar to traditional zoning patterns.

In 2012, the PC-A Workplace District regulations were amended to add multifamily dwellings at a maximum of 16 units per acre as a permitted use. The 2012 amendment included a limitation that multifamily developments could only be developed on 7% of the total acreage of the Workplace District. The Workplace District is approximately 420 acres; therefore only 29.4 acres could be developed as multifamily. At a maximum density of 16 units per acre, the maximum number of units allowed on the 29.4 acres is 470 units.

In 2013, the Whitepalm Apartments were developed at 5400 S. Williamson Boulevard, within the PC-A Workplace District. This multi-family development consists of 306 units on 27 acres (11.3 units/acre). Therefore, based on the LDC, only 2.4 acres remain in the PC-A Workplace District that could be developed as multi-family.

PROPOSED AMENDMENT

The proposed amendment includes three items:

- 1) To increase the percentage of the Planned Community-Agriculture (PC-A) Workplace District allowed to be developed as multi-family;
- 2) To amend the rear buffer requirement; and
- 3) To reduce the minimum living area requirement for a multi-family dwelling unit.

If approved, the applicant intends to submit a site plan for a 292-unit multi-family complex with two commercial outparcels on 29.5 acres, located on the west side of Williamson Boulevard, between Summer Trees Road and the Whitepalm Apartments (Figure 2). The current zoning permits the multi-family use; however, the development proposal requires approval of the LDC text amendment.

Figure 2



1) *Percentage of the Planned Community-Agriculture (PC-A) Workplace District allowed to be developed as multi-family*

The applicant's proposed LDC Amendment is to increase the maximum number of residential units allowed in the PC-A Workplace District by increasing the percentage of the total acreage in the Workplace District permitted to be developed as multi-family. According to the proposed language prepared by the applicant, multi-family development could only be developed on 13% of the total acreage in the PC-A Workplace District. This would increase the area that could be developed as multi-family from 29.4 acres (7%) to 54.6 acres (13%).

Applicant Justification: According to a market study the applicant had prepared, there is still a demand for multifamily developments in Port Orange, specifically in the area west of I-95. The study indicated the senior age and working age groups are currently in the market to rent residential units in multi-family developments.

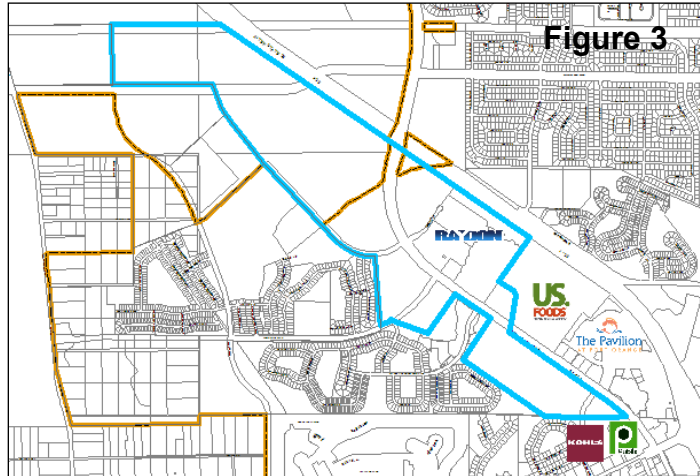
The applicant cites the resident base on the west side of Port Orange is currently dominated by young families because of the schools, retail opportunities, proximity to the interstate, and proximity to employment opportunities. The applicant sees the presence of young families continuing to increase due to these features. However, the applicant anticipates more families will be seeking rental apartments instead of purchasing a single-family home due to affordability constraints. The applicant also states that young professionals will like the proposed development due to its location in a growing, vibrant area with employment, shopping and entertainment nearby.

The market study also indicates the senior population is looking for rental apartments in this area due to its proximity to retail, entertainment, medical and dining. Another reason rental apartments are becoming more attractive to the senior age group is because there are no HOA fees, insurance or property taxes associated with renting an apartment unit; and they can remain in their communities without the concern of maintaining a single-family home. The applicant stated that this age group particularly favors the developer's product due to its townhome style design and private ground-floor entrances

The applicant (who is also the owner of The Pavilion at Port Orange) views multi-family residential in the Workplace District as a perfect complement to the shop, dine and play environment created at The Pavilion. The applicant has stated that additional multi-family development located close to The Pavilion could help drive sales and initiate additional development within The Pavilion.

A traffic analysis was conducted to evaluate the impact that the proposed LDC amendment could have on area roadways. According to the analysis, if the proposed LDC amendment is approved and multi-family is developed, there is potential to *reduce* the net p.m. peak-hour vehicular trips created by 2,754 trips when compared to potential commercial development on a ±29.5-acre site (Exhibit 1). Transportation Concurrency and any required mitigation to support a proposed development plan for any uses developed in the PC-A zoning district will be assessed in greater detail during the site plan review process.

Typically, multifamily developments are located near major demand generators such as schools, employment centers, retail, entertainment and suburban areas with quality schools. The Workplace District and adjacent land currently provides regional employment centers (i.e. Raydon, US Foods) and is adjacent to regional and local shopping centers (i.e. The Pavilion at Port Orange and Westport Square), making it an appropriate location for multi-family development. There is also undeveloped land within the Workplace District that is planned for additional employment centers. The limitation on the area and amount of multi-family that is proposed to be allowed (i.e. one additional development) retains the majority of the undeveloped land in the Workplace District to be developed with employment generating uses.



Allowing for limited additional multifamily development (± 54 acres of the ± 420 -acre area) in the Workplace District also creates an opportunity for a better transition between the existing single-family subdivisions (i.e. Royal Palm, Windsor Hill, and The Vineyards) and some of the more intense commercial and industrial uses allowed in the Workplace District. Although some commercial development will ultimately develop (as planned) adjacent to these residential areas, the proposed amendment could reduce the impact.

2) Rear Buffer Requirement

When the 2012 LDC text amendment was adopted, detailed requirements for a rear buffer between a multi-family use and a single-family subdivision was included at the request of the Royal Palm neighborhood. The requirements include a 20' wide rear landscape buffer with a berm at least 3' high and a 6' high vinyl shadowbox fence on top of the berm except where accessory structures abut the buffer or where the property abuts an existing conservation easement area. The proposed amendment includes language that if the landscape buffer provided is 50' wide or greater, then a berm and opaque fence is not required between a multi-family development and a single-family or duplex subdivision.

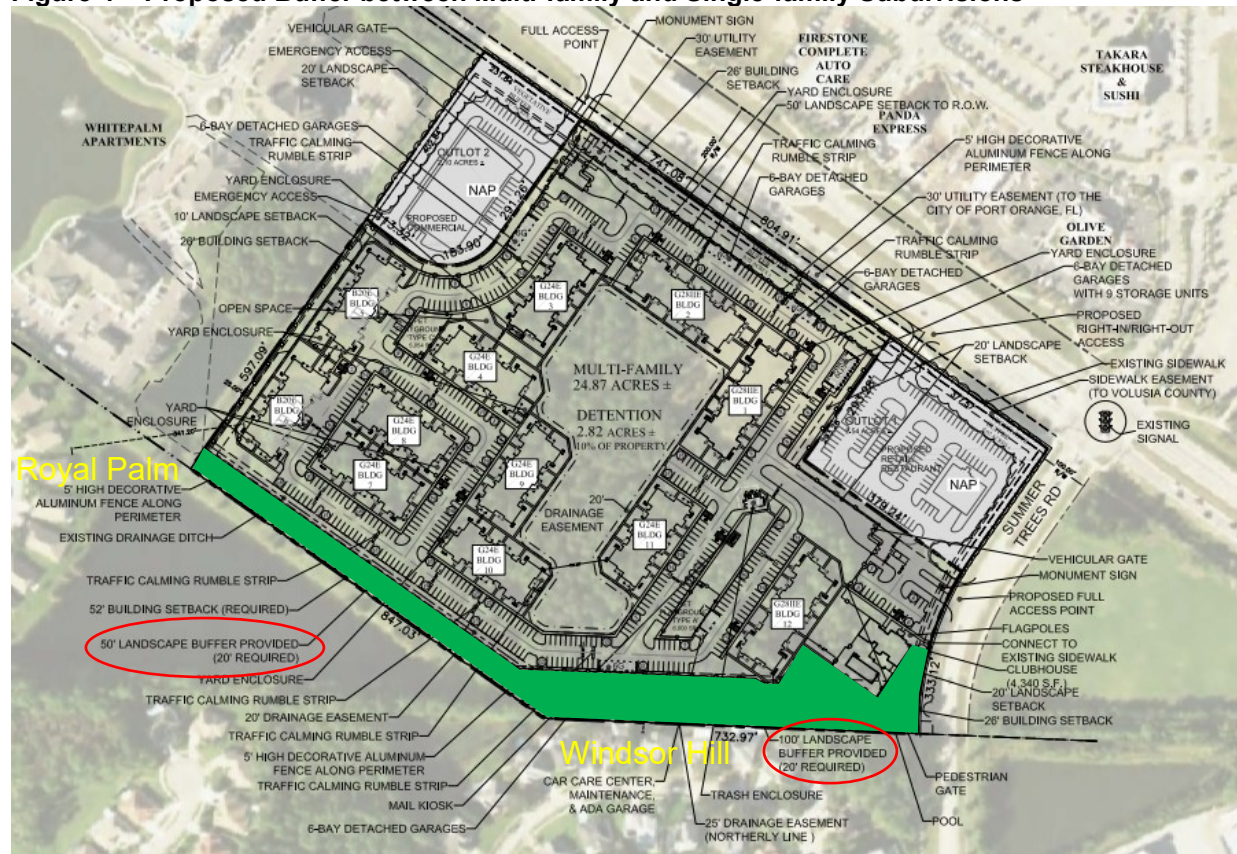
According to the LDC, the buffer and screening requirement in any other zoning district can be modified by the administrative official in situations where the adjoining development is separated from one another by, but not limited to, any of the following: a retention pond, a common area, a golf course, a soccer/ball field, a significant change in slope, a bufferyard design type in excess of that which is required by code, or an existing fence/wall or living wall of a character which complies with the requirements of this code [LDC, Ch. 13, Sec. 3(a)(3)].

The developer for the proposed multi-family development adjacent to Whitepalm is proposing to provide a 50' natural buffer adjacent to the retention pond west of the site

and a 100' natural buffer adjacent to the Windsor Hill subdivision along with an aluminum picket fence for security. The buffers proposed exceed the 20' buffer required by the LDC between a multi-family development and a single-family subdivision.

Applicant Justification: To demonstrate that a 50' buffer can provide the necessary screening, the applicant conducted a "balloon survey" to collect a series of adjacent site buffer photographs. The purpose of the survey was to determine visibility of the proposed development from adjoining properties. The survey was conducted during the winter time when visibility should be the highest due to the lack of leaves on deciduous vegetation. Heights of proposed buildings were determined and a group of 3 highly reflective mylar balloons were used for reference (Exhibit 2). According to the study provided by the applicant, the results of the balloon survey demonstrate that the 50' and 100' wide buffers consisting of existing vegetation will provide sufficient screening, as the berm and fence would, from adjacent properties.

Figure 4 – Proposed Buffer between Multi-family and Single-family Subdivisions



3) *Minimum Living Area*

The proposed amendment by the applicant also includes a change to the minimum living area for a multi-family unit from 600 square-feet to 500 square-feet.

Applicant Justification: According to the applicant, studio apartments ranging in size from 500 to 600 SF have a higher than average occupancy rate. The applicant also stated that rent growth rates are significantly higher than market rate for these studio apartments.

which indicates a higher demand for this type of living space. Studies show that the target market for these units is predominantly young professional singles, typically under 30 years of age, but that couples and older single empty nesters are also interested in these types of units. The appeal of these units is largely about economics and location. These renters are looking for a living space that is sufficient for them, at a price point they can afford, in a development with amenities (fitness center, pool, clubhouse), located near grocery stores, restaurants, entertainment, and work/education institutions.

The minimum living area for the R-3H (High density multi-family residential) zoning district, which is the most comparable zoning district, also has a minimum living area of 600 square-feet. Nearby cities breakdown the minimum living area based on the number of bedrooms (Table 1). The requested 500 SF minimum living area is comparable to the minimum living area for multi-family dwelling units in nearby cities.

Table 1. Multi-family Minimum Living Area Comparison

City	No. of Bedrooms	Minimum Living Area
Proposed PC-A Workplace District Amendment	n/a	500 SF
Port Orange (PC-A, R-3L, R-3M, and R-3H zoning)	n/a	600 SF
New Smyrna Beach	1 Bedroom 2 Bedrooms 3 Bedrooms	450 SF 550 SF 700 SF
Daytona Beach	1 Bedroom 2 Bedrooms 3 Bedrooms ≥4 Bedrooms	450 SF 550 SF 700 SF 900 SF
DeLand	Efficiency 1 Bedroom 2+ Bedrooms	425 SF 575 SF 725 SF, plus 150 SF per each additional bedroom
Ormond Beach	1 Bedroom 2 Bedrooms 3 Bedrooms Each additional bedroom	750 SF 900 SF 1,050 SF 150 SF

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed amendment is consistent with the City's Comprehensive Plan and the purpose and intent of the *Planned Community-Westside* Future Land Use designation. The City's Comprehensive Plan states that the *Planned Community-Westside*, is intended to create a mixed-use, pedestrian-friendly community that increases the available inventory of commercial, industrial, and institutional land uses by integrating them with residential uses, minimizes automobile trips, and promotes environmental protection. The density and type of residential proposed, limitation on the number of multifamily units allowed in the Workplace District (i.e. one additional development), as well as the locational criterion, are consistent with and further promote the goal of creating a mixed-used area that minimizes automobile trips by:

1. Allowing multifamily developments within walking and biking distance of employment and shopping centers;

2. Providing an opportunity for multifamily development to be a transitional use between the commercial and industrial uses allowed in the Workplace District and the single-family subdivisions on the west side of Williamson Blvd.; and
3. Further encouraging the development of additional employment and shopping centers within the Workplace District by allowing for an additional site to be developed with a multifamily development, creating more housing options for employees and customers of these centers.

RECOMMENDATION

Staff recommends **approval** of the request to amend the Land Development Code to allow an increase in the percentage of the PC-A Workplace District that may be developed with multi-family residential uses, amend the landscape buffer requirements for a multi-family development abutting single-family residential zoned property, and change the minimum living area requirement for a multi-family dwelling unit.

ATTACHMENTS

Exhibit 1 – Traffic Analysis

Exhibit 2 – Balloon Survey



Ref: 4446.01



TECHNICAL MEMORANDUM

To: Robert A. Merrell III, Cobb Cole
From: Matthew West, AICP
Subject: Land Development Code Amendment
Date: February 9, 2018

REVISED

INTRODUCTION

LTG, Inc. (LTG) has been retained by Continental Properties to prepare a traffic analysis in support of a Land Development Code Amendment in the City of Port Orange, FL. The Land Development Code Amendment will convert approximately 24.87 acres of Workplace District land in the Planned Community – Agriculture District from commercial retail to high density residential. This would increase the percentage of residential land in the Workplace District from 7 percent to 13 percent. The subject property which will be converted from Commercial to Residential is located at the northwest corner of Williamson Boulevard and Summer Trees Road.

The methodology and procedures used in this analysis are consistent with the guidelines for the City of Port Orange, and the River to Sea Transportation Planning Organization's (R2CTPO) Transportation Impact Analysis Guidelines.

TRIP GENERATION FOR THE EXISTING COMMERCIAL USE AND THE PROPOSED RESIDENTIAL USE

The trip generation for the maximum development scenarios of both an existing commercial use and the proposed residential use were calculated using the nationally accepted trip generation software, the *TripGen* (10th Edition), prepared by the Institute of Transportation Engineers (ITE).

The existing commercial use analysis is based on a maximum floor area ratio (FAR) of 1.0. Using this FAR, the maximum development scenario under the existing commercial use is 1,083,337 square feet of shopping center use. As indicated in Table 1, the maximum development of the property under commercial use would generate 3,168 p.m. peak-hour trips.

Next, the maximum development potential of the requested residential use was calculated. As proposed, the maximum number of dwelling units permitted on the property sixteen (16) dwelling units per acre. This density cap yields a maximum of 397 dwelling units. As indicated in Table 1, the proposed maximum residential development program produces 175 p.m. peak-hour trips.

Pass-by capture was calculated for the existing commercial development program. The pass-by percentage of 34% per the ITE Trip Generation Handbook, 3rd Edition was applied to the shopping land use. The pass-by capture is limited to fourteen (14) percent of the adjacent roadway volume which in this case is Williamson Boulevard. Therefore, the maximum pass-by capture utilized for the p.m. peak-hour is 240 trips based on the 2016 Volusia County counts. As indicated in Table 1, the resulting trip generation associated with the existing commercial use is 2,929 net new external p.m. peak-hour trips.

Table 1
P.M. Peak-Hour Trip Generation Comparison
Continental Properties – LDC Amendment

Scenario	Land Use	Land Use Code	Trip Rate Equation	Size	Units	Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips	Pass-by Trips			New External Trips		
											Enter	Exit	Total	Enter	Exit	Total
Proposed Use	Multifamily (mid-rise)	221	$T=0.44(X)$	397	DU	61%	39%	107	68	175	0	0	0	107	68	175
Existing Use	Commercial	820	$\ln(T)=0.74 \ln(X)+2.89$	1083	KSF	48%	52%	1,521	1,648	3,168	115	125	240	1,406	1,523	2,929
Difference														-1,299	-1,455	-2,754

The net change between the proposed residential use and the existing commercial use is determined as the trips generated by the commercial subtracted from the trips generated by the proposed residential use. The proposed LDC amendment will reduce the potential net p.m. peak-hour trips by 2,754 when compared to the existing program.

CONCLUSION

The study was conducted to evaluate the impact the proposed LDC amendment would have on area roadways. Based on the preceding analysis, there will be no net increase in traffic over what is currently allowed by the City's LDC. Therefore, this LDC amendment is recommended for adoption. Concurrency and any required mitigation to support a proposed development plan will be assessed in greater detail during the final development permitting process.

I affirm, by affixing my signature below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional planning.

Name: Matthew West, AICP

Signature: 

Date: February 9, 2018

MEMORANDUM



REVISED

To: Elizabeth Adler

Cc: File

From: Nate Goddard

Date: February 12, 2018

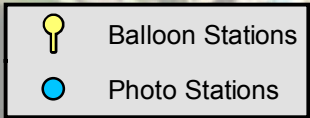
Re: Springs at Port Orange Adjacent Site Buffer Exhibit

Field Notes

ZC # 17067

A survey to collect a series of adjacent site buffer photographs was conducted on the Springs of Port Orange Property located off of Williamson Ave in Port Orange Florida on February 08, 2018. The purpose of the survey was to determine view scape and visibility of proposed development from adjoining properties. The survey was conducted during winter time when visibility should be the highest due to the lack of leaves on deciduous vegetation.

Heights of proposed buildings were determined and a group of 3 highly reflective mylar balloons were used as for reference. Included are photos detailing the Photo Station from which each image was taken, and the Balloon Station at which the survey balloon was positioned.



230	115	0	230 Feet
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Photo Station: 01 Balloon Station: 01 Balloon Height: 20 feet Visibility: Majority Obstructed

Photo Station 01: Balloon Station 01 could be partially seen through trees, but only when the wind blew. The majority of the balloon was obstructed from view.



Photo Station: 02 Balloon Station: 01 Balloon Height: 20 feet Visibility: None

Photo Station 02: Balloon Station 01 was not visible due to excessive vegetation obstructing the view.



Photo Station: 03 Balloon Station: 01 Balloon Height: 20 feet Visibility: None

Photo Station 03: Balloon Station 01 was not visible from due to excessive vegetation.



Photo Station: 03 Balloon Station: 02 Balloon Height: 30 feet Visibility: Clear

Photo Station 03: The Balloon Station 02 was clearly visible.



Photo Station: 04

Balloon Station: 02

Balloon Height: 30 feet

Visibility: Clear

Photo Station 04: Balloon Station 02 was clearly visible.



Photo Station: 04

Balloon Station 03

Balloon Height: 30 feet

Visibility: Majority
Obstructed

Photo Station 04: Balloon Station 03 could be seen through the vegetation only when the wind blew.



Photo Station: 05

Balloon Station: 04

Balloon Height: 30 feet

Visibility: Majority
Obstructed

Photo Station 05: Balloon Station 03 could be seen through the vegetation 05 only when the wind blew.



Photo Station: 06 Balloon Station: 04 Balloon Height: 30 feet Visibility: None

Photo Station 06: Balloon Station 04 was not visible.



Photo Station: 06 Balloon Station: 05 Balloon Height: 30 feet Visibility: None

Photo Station 06: Balloon Station 05 was not visible.



Photo Station: 07

Balloon Station: 05

Balloon Height: 30 feet

Visibility: Majority
Obstructed

Photo Station 07: Balloon Station 05 was visible from Photo Station 07 when wind blew.



Photo Station: 08

Balloon Station: 05

Balloon Height: 30 feet

Visibility: Majority
Obstructed

Photo Station 08: Balloon Station 05 was visible from Photo Station 08 only when wind blew.



Photo Station: 09

Balloon Station: 05

Balloon Height: 30 feet

Visibility: None

Photo Station 09: Balloon Station 05 was not visible due to excessive vegetative obstruction.



Photo Station: 09 Balloon Station: 06 Balloon Height: 30 feet Visibility: None

Photo Station 09: Balloon Station 06 was not visible due to vegetative obstruction.



Photo Station: 10

Balloon Station: 06

Balloon Height: 30 feet

Visibility: Partially
Obstructed

Photo Station 10: Balloon Station 06 was visible was partially obstructed by vegetation.



Photo Station: 11

Balloon Station: 06

Balloon Height: 30 feet

Visibility: Visible

Photo Station 11: Balloon Station 06 was clearly visible.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: No

SUBJECT: (H19) Second Reading - Ordinance 2018-6 - LDC Text
Amendment/Chapter 17, Section 1 (Case No. 18-25000003)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance 2018-6, amending Chapter 17, Section 1 of the Land Development Code.

SUMMARY: Planning Commission Action (3/22/18): Recommended Approval

The proposed amendment is intended to codify the City's policy for interim agriculture uses on properties rezoned to a non-agriculture zoning district for future development and provide better transparency and predictability for land owners and the general public. The City's policy has been to allow existing agriculture uses to continue on a property that has been rezoned to a non-agriculture zoning district and that use must cease after approval of a final site plan and/or subdivision. This would apply to all zoning districts listed in the Land Development Code.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-6	Ord. No. 2018-6.pdf
2.	Staff Report	CC Staff Report_LDC Amendment_Ch 17 - Interim Ag Uses.pdf

Robin Fenwick

Created/Initiated - 04/18/2018

ORDINANCE NO. 2018-6

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING THE LAND
DEVELOPMENT CODE; AMENDING CHAPTER 17,
SECTION 1 TO CODIFY THE CITY'S POLICY FOR
INTERIM AGRICULTURE USES ON PROPERTIES
REZONED TO A NON-AGRICULTURE ZONING DISTRICT
FOR FUTURE DEVELOPMENT; PROVIDING FOR
REPEAL OF CONFLICTING ORDINANCES; PROVIDING
FOR CODIFICATION; PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to codify the City's policy for interim agriculture uses on properties rezoned to a non-agriculture zoning district for future development, providing for transparency and predictability for land owners and the general public; and

WHEREAS, the City desires for this interim agriculture use to apply to all zoning districts in accordance with the limitations set forth herein; and

WHEREAS, the Planning Commission has recommended adoption of this Ordinance to amend the Land Development Code; and

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

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

SECTION 1: The City Council of the City of Port Orange hereby amends in part the Land Development Code, City of Port Orange, Florida, Chapter 17, Zoning District Regulations, Section 1, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS

Sec. 1: - In general.

- (a) Dimensional requirements for each zoning district, except NP and GPU districts, are specified in the table in section 27 of this chapter, entitled "schedule of dimensional requirements."
- (b) Accessory uses and structures for each zoning district are those customarily associated with, dependent on, and incidental to the principle uses permitted in that district. Provisions regarding accessory uses and structures are addressed in chapter 16 of this code.
- (c) Special exception uses for each district shall be permitted in accordance with provisions for such in chapter 18, sections 2 and 3 of this code. The subsection number indicated in parenthesis following each use listed below in this chapter refers to the additional criteria for that use, described in chapter 18, section 3.
- (d) Permitted uses with special development requirements shall be permitted in accordance with the applicable provisions of chapter 18, section 4 of this code. The subsection number indicated in parentheses following each use listed below in this chapter refers to the special development requirements for that use described in chapter 18, section 4.
- (e) No more than one single-family dwelling is permissible on any lot or lot of record within the following zoning districts: Agriculture (A), Agricultural Preservation (AP), Rural Residential (RR), Single-Family Residential (R-20SF), (R-10SF), (R-8SF), (R-7SF), Residential Mobile Home (RMH), Neighborhood Preservation (NP) and Planned Unit Development (PUD), unless specifically stated in the Master Development Agreement.
- (f) Interim permitted use for agriculture uses. Any property that is in agricultural use at the time of rezoning shall be allowed to continue said agriculture uses, including Agriculture: field crops/wholesale nurseries and/or Agriculture: pasture/forestry, as an interim use on land that has not received final site plan or subdivision approval. However, livestock feeding pens, livestock feed lots, and poultry operations to include any feathered animals (e.g. chickens, emus, ducks, ostriches, etc.) are prohibited within 1,000 feet of proposed or existing development. Agricultural uses on any portion of land rezoned to a non-agriculture zoning category that has received final site plan and/or subdivision approval shall cease within 90 days after such approval.
- (fg) Any use not specifically permitted herein shall be prohibited and any use prohibited by the Florida Statutes, the City of Port Orange, Florida, Code of Ordinances and Land Development Code shall be prohibited.

SECTION 2: CONFLICTING ORDINANCES.

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

SECTION 3: CODIFICATION.

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

SECTION 4: SEVERABILITY.

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

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

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



STAFF REPORT

CASE NO. 18-25000003

LDC Amendment/Chapter 17, Section 1

REQUEST:	To amend the Land Development Code (LDC) to codify the regulations for interim agriculture uses
APPLICANT:	City of Port Orange
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval
CITY COUNCIL DATE:	April 17, 2018

SUMMARY OF PROPOSED AMENDMENT

The proposed amendment is intended to codify the City's policy for interim agriculture uses on properties rezoned to a non-agriculture zoning district for future development. The City's policy has been to allow existing agriculture uses to continue on a property that has been rezoned to a non-agriculture zoning district and that use must cease after approval of a final site plan and/or subdivision. This would apply to all zoning districts listed in the LDC.

The proposed amendment adds the following text to Chapter 17, Section 1 of the LDC, to codify this policy and provide better transparency and predictability for land owners and the general public.

Interim permitted use for agriculture uses. Any property that is in agricultural use at the time of rezoning shall be allowed to continue said agriculture uses, including Agriculture: field crops/wholesale nurseries and/or Agriculture: pasture/forestry, as an interim use on land that has not received final site plan or subdivision approval. However, livestock feeding pens, livestock feed lots, and poultry operations to include any feathered animals (e.g. chickens, emus, ducks, ostriches, etc.) are prohibited within 1,000 feet of proposed or existing development. Agricultural uses on any portion of land rezoned to a non-agriculture zoning category that has received final site plan and/or subdivision approval shall cease within 90 days after such approval.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. Objective 3.7 of the Future Land Use Element of the Comprehensive Plan includes policies that allow a reasonable interim use of existing agricultural land and support of the State's preferential property tax treatment for agricultural lands.

RECOMMENDATION

Staff recommends **approval** of the request to amend Chapter 17, Section 1 of the Land Development Code to codify the regulations for interim agriculture uses.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: No

SUBJECT: (H20) Second Reading - Ordinance No. 2018-7 - First Amendment to the Restated First Amendment Master Development Agreement Nova Depot Planned Commercial Development and Conceptual Development Plan, Case No. 18-40000001

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-7 approving the First Amendment to the Restated First Amendment Master Development Agreement Nova Depot Planned Commercial Development and Conceptual Development Plan.

SUMMARY:

Planning Commission Action (3/22/18): Recommended approval (5-1)

The Nova Depot PCD is located at the southwest corner of Nova Road and Samms Avenue. The PCD currently consists of three commercial lots; O'Reilly's Auto Parts (Lot 1), Family Dollar (Lot 2), and Waffle House (Lot 3). The proposed First Amendment to the Restated First Amendment Master Development Agreement Nova Depot Planned Commercial Development (First Amendment MDA) and Conceptual Development Plan (CDP) is to provide the regulatory framework to create one additional new commercial lot. The development proposal is to subdivide Lot 2 (Family Dollar) into two lots (Lot 2 and 2A). If approved, Lot 2A would remain vacant until it is developed and at this time a tenant has not been identified.

Lot 2A will be developed with a commercial use building and required to be developed according to the existing site development requirements in the current Restated Nova Depot MDA, as amended by this First Amendment MDA, and Land Development Code (LDC) including parking, stormwater, landscaping, utilities, and traffic impacts. The building setbacks, lot coverage, open space, and lot width requirements in the current Restated MDA will apply to Lot 2A. The lot will be accessed from the existing driveways on Nova Road and Samms Avenue. Cross-access easements already exist as an internal driveway network for vehicles and pedestrians to move between the lots. As part of the site plan for Waffle House (Lot 3) the developer extended the access drive to the south end of the PCD property for future connection to the property to the south.

As part of the proposed amendment, the applicant is proposing a minimum 30,000 square foot lot area for Lot 2A. The minimum lot area in the current Restated Nova Depot MDA is 35,000 square feet. The proposed lot area for Lot 2A is comparable with the minimum lot area in the City's other similar commercial zoning districts.

The staff report is attached for more detail.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-7	Ord. No. 2018-7 .pdf
2.	Ord. No. 2018-7 Exhibit "1 "	Exhibit 1 Nova Depot.pdf
3.	Staff Report	Staff Report.pdf
4.	Justification Letter (Exhibit A to Staff Report)	Letter.pdf
5.	MDA & CDP (Exhibit B to Staff Report)	NOva Depot MDA.pdf

Robin Fenwick

Created/Initiated - 04/18/2018

ORDINANCE NO. 2018-7

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

WHEREAS, the City and Developer desire to enter into the First Amendment to the Restated First Amendment to the Master Development Agreement Nova Depot Planned Commercial Development (“MDA”) and Conceptual Development Plan (“CDP”); (hereinafter referred to as the “First Amendment”); and

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

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

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

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

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

Section 1. The City Council of the City of Port Orange does hereby approve the First Amendment to the Restated First Amendment Master Development Agreement Nova Depot Planned Commercial Development (attached hereto as **Exhibit “1”**).

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

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2018

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

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

Exhibit "1"

THE FIRST AMENDMENT TO THE RESTATED FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT NOVA DEPOT PLANNED COMMERCIAL DEVELOPMENT (LOT 2 SPLIT AND RELATED REVISIONS)

This First Amendment to the Restated First Amendment to the Master Development Agreement Nova Depot Planned Commercial Development ("First Amendment MDA"), by and between Nova Port Orange LLC, a Florida limited liability company, as owner of the property described herein (the "Developer") and the City of Port Orange, a Florida municipal corporation (the "City") hereby covenant and agree to bind their successors and assigns as follows:

WITNESSETH:

WHEREAS, Nova Port Orange, LLC is the Owner of approximately 1.72 acres of property ("Lot 2 Property"), more particularly described in Exhibit "A", attached hereto and made a part hereof by reference; and

WHEREAS, the City, All Aboard Storage, LLC, and R.K.M. Development Corp. previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled Restated First Amendment to the Master Development Agreement – Nova Depot Planned Commercial Development ("Restated MDA"), recorded at Book 6929, Page 3542, Public Records of Volusia County, Florida; and

WHEREAS, the Developer is desirous of subdividing the Lot 2 Property into two (2) lots, as shown on the Amended CDP, as defined hereinbelow; and

WHEREAS, the City is agreeable to the terms and provisions of this First Amendment MDA to allow modifications of the already approved Restated MDA as more specifically provided herein below; and

WHEREAS, the Developer is the owner of the Lot 2 Property which is the only property impacted by this First Amendment MDA; and

WHEREAS, the City and the Developer wish to amend the Restated MDA as applied to the Lot 2 Property to allow for the following:

1. Provide for a division of Lot 2 Property in order to create two (2) lots, being identified as Lot 2 and Lot 2A.
2. Provide for an amended CDP and new lot dimensions.

NOW, THEREFORE, the City and the Developer hereby agree as follows:

1. The premises stated above are true and correct and form a material part of this First Amendment MDA.

2. Paragraph 2, “DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN” of the Restated MDA as applied to Lot 2 Property which references and incorporates the amended CDP as Exhibit “A” and the Amended CDP as applied to Lot 2 Property is hereby further amended to reflect the modifications shown by this First Amendment MDA Exhibit “A1 & A2”, attached hereto and incorporated herein by reference. Furthermore, Paragraph 2 of the Restated MDA, as applied to Lot 2 Property is hereby further amended as follows:

Development of the Lot 2 Property shall be controlled by the terms and provisions of the Restated MDA, as amended by this First Amendment MDA and the Amended CDP referenced herein as Exhibit “A1 & A2”, and collectively may be referred to as the “Plan.”

3. Paragraph 3.A., “DEVELOPMENT PLAN” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

A. Development of the Lot 2 Property shall be controlled by the terms and provisions of the Restated First Amendment to the Master Development Agreement Nova Depot Planned Commercial Development (“Restated MDA”) as amended by this First Amendment to the Restated First Amendment to the Master Development Agreement Nova Depot Planned Commercial Development MDA (“First Amendment MDA”) and to the extent not in conflict with the Restated MDA and the First Amendment MDA, the Port Orange Land Development Code (the “LDC”).

4. Paragraph 3.B., “DEVELOPMENT PLAN” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

B. The Lot 2 Property shall be subdivided pursuant to the City’s minor subdivision process in accordance with the LDC. The parties affirmatively recognize and approve that the utilization of this process will result in the Lot 2 Property being split into two (2) lots and that, as a result, the Nova Depot Planned Commercial Development shall consist of a maximum of four (4) lots. The Amended CDP, attached hereto, reflects the new alignment. The two lots created by the minor subdivision shall be referred to herein as Lot 2 and Lot 2A, as more particularly described in Exhibit “C”, attached hereto and incorporated herein.

5. Paragraph 3, “DEVELOPMENT PLAN” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended to add a new subparagraph as follows:

C. Developer, its successor and assigns, shall provide the standard lot easements for drainage and utility provisions to each proposed lot within the Lot 2 Property. Additionally, a recommended cross access and drainage easement for the Lot 2 Property is included in Exhibit “A1 & A2”. In the case of conflict between any textual provision of the Restated MDA, as amended by this First Amendment MDA and the Amended CDP, the textual provision shall govern. If the Restated MDA, as amended the Amended CDP, fail to address a particular subject or requirement, the requirement of the applicable City ordinance(s) in effect at the time of development plan approval shall control. Failure of either to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

6. Paragraph 4, “MAINTENANCE OF AMENITIES” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

Developer, its successors or assigns, shall be the entity responsible for the continued maintenance of the Lot 2 Property. Developer shall impose Covenants and Restrictions upon both lots to ensure cross access between the 2 lots within the Lot 2 Property as well as the two adjacent lots to the north and south of the Lot 2 Property, all of which are included within the Nova Depot Planned Commercial Development. Each lot owner shall be required to maintain their own driveways/parking and landscaping and site screening at their sole expense unless otherwise provided in the Covenants and Restrictions prepared by the Developer.

7. Paragraph 6.B., “MINIMUM DIMENSIONAL REQUIREMENTS” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

Minimum Lot Size	30,000 square feet
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All other provisions of Paragraph 6.B. of the Restated MDA shall otherwise remain in full force and effect.

8. Paragraph 15.A., "EFFECTIVE DATE AND EXPIRATION" of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

A. This First Amendment MDA shall be effective upon recording by the City at the Developer's expense in the Public Records of Volusia County, Florida, not later than thirty (30) days from the date the City Council approves this First Amendment MDA. After the effective date, the restrictions on use and development imposed by this First Amendment MDA shall be binding upon all successors in interest in the Lot 2 Property, unless and until the parties mutually agree to alter or eliminate such restrictions in the course of the City's actions as zoning authority or until this First Amendment MDA expires.

9. Paragraph 15.D., "EFFECTIVE DATE AND EXPIRATION" of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended to add a new paragraph as follows:

D. In contemplation of this First Amendment MDA and in recognition of the timing the rezoning process required, Developer did request and City did provide approval for the Volusia County Property Appraiser to create two Tax Parcel ID Numbers for the Lot 2 Property. The Tax Parcel ID Numbers were generated and conform with the lot split contemplated herein for Lot 2 – Family Dollar and Lot 2A – Future Development. As a condition of the City's approval of this Tax Parcel ID Number request, Developer was required to execute a Unity of Title Agreement with the City which affirmatively stated that the Lot 2 Property would remain as a single parcel until such time as this rezoning and the related minor subdivision was approved by the City Council. Upon the effective date of this First Amendment MDA, the Unity of Title Agreement will be deemed to be of no further effect by the Developer and the City.

10. Paragraph 17, "COMPLETE AGREEMENT" of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

All the provisions of the Restated MDA not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this First Amendment MDA. The Restated MDA shall survive the execution of this First Amendment MDA.

IN WITNESS WHEREOF, the parties hereto attach their hand and seals on the dates set forth below:

WITNESSES:

OWNER:

NOVA PORT ORANGE, LLC
A Florida limited liability company

By: _____
William C. Lloyd, President

Printed Name

Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by William C. Lloyd, as President of NOVA PORT ORANGE, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

[Seal]

Notary Public, State of Florida at Large
Commission Number: _____

WITNESSES:

Printed Name

Printed Name

Printed Name

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Donald O. Burnette, Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City. He is personally known to me or has produced _____ as identification.

[Seal]

THE CITY OF PORT ORANGE, a Florida
municipal corporation

By: _____
Donald O. Burnette, Mayor

Attest: _____
Robin L. Fenwick, City Clerk

NOTARY PUBLIC:

Notary Public, State of Florida at Large
Printed Name, Commission and Term Expiration Date:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Robin L. Fenwick, City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City. He is personally known to me or has produced _____ as identification.

[Seal]

NOTARY PUBLIC:

Notary Public, State of Florida at Large
Printed Name, Commission and Term Expiration Date:

Exhibit "A"

Legal Description for Lot 2

OVERALL REAL PROPERTY DESCRIPTION

THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION TAKEN FOR THE RIGHT OF WAY OF NOVA ROAD AND LESS AND EXCEPT THAT PORTION TAKEN FOR RIGHT OF WAY FOR SAMMS AVENUE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8896, PAGE 225, SAID PUBLIC RECORDS AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 18 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 445.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N25°19'48"W, 121.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAMMS AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 8896, PAGE 225, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N85°15'21"E ALONG SAID SOUTH RIGHT OF WAY LINE, 230.50 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE S88°48'40"E ALONG SAID WEST RIGHT OF WAY LINE, 18.11 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE S28°00'33"E, 179.67 FEET; THENCE S85°15'21"W, 243.92 FEET TO THE POINT OF BEGINNING.

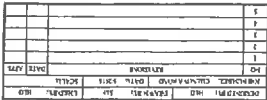
AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 18 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 141.02 FEET; THENCE N85°37'59"E, 247.57 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE S28°00'33"E, 141.06 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE S85°37'59"W, 249.24 FEET TO THE POINT OF BEGINNING.

Exhibit “A1 & A2”

Conceptual Development Plan for Lot 2 (as revised)
(Includes Cross Access Drainage Easement Illustration)



March 15, 2019
P.O. # 43947

LEGEND / ABBREVIATIONS

EXISTING

1.               

2.               

3.               

4.               

5.               

6.               

7.               

8.               

9.     

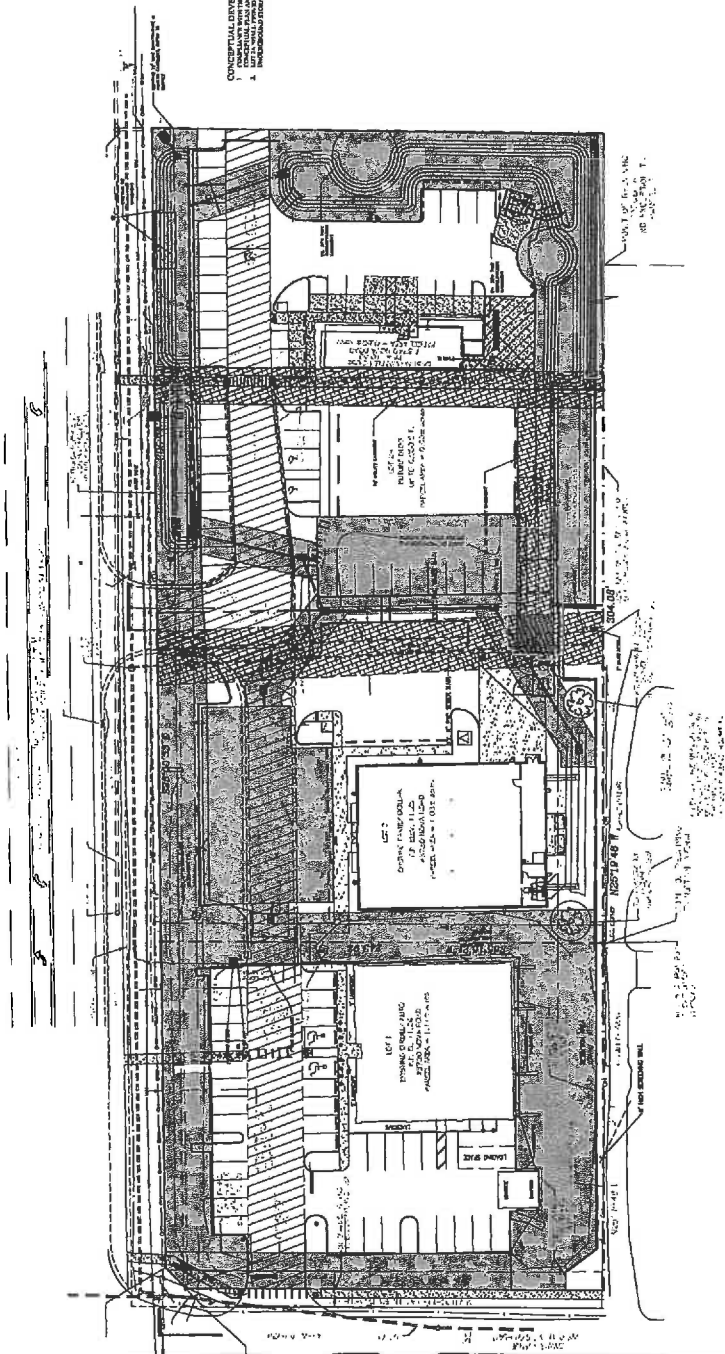


Exhibit “B”

Exhibit “B” of the Restated First Amendment Master Development Agreement Nova Depot
Planned Commercial Development remains unchanged.

Exhibit "C"

Legal Description for Two New Lots

Legal Description of Lot 2 – Family Dollar

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 258.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N25°19'48"W, 185.85 FEET; THENCE N85°15'21"E, 243.82 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE S28°00'33"E ALONG SAID WEST RIGHT OF WAY LINE, 180.45 FEET; THENCE S63°38'22"W, 248.08 FEET TO THE POINT OF BEGINNING.

Legal Description of Lot 2A – Future Development

OVERALL REAL PROPERTY DESCRIPTION

THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION TAKEN FOR THE RIGHT OF WAY OF NOVA ROAD AND LESS AND EXCEPT THAT PORTION TAKEN FOR RIGHT OF WAY FOR SAMMS AVENUE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8896, PAGE 225, SAID PUBLIC RECORDS AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

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AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Less and Except

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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STAFF REPORT
FIRST AMENDMENT TO THE MDA & CDP TO THE RESTATED
FIRST AMENDMENT NOVA DEPOT PCD
CASE NO. 18-40000001

Request:	Amend the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Nova Depot Planned Commercial Development (PCD)
Location:	3730 Nova Rd.
Owner:	Nova Port Orange, LLC
Applicant:	Mike Woods, Cobb Cole
Staff Recommendation:	Approval
Staff Contact:	Gwen Perney, Planner (386) 506-5673
City Council Date:	April 17, 2018

DISCUSSION:

The proposed First Amendment to the Restated First Amendment Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Nova Depot Planned Commercial Development (PCD) is to provide the regulatory framework to create one new commercial lot. The development proposal is to subdivide Lot 2 (the Family Dollar retail store) into two lots (Lot 2 and 2A). If approved, Lot 2A would remain vacant until it is developed and at this time a tenant has not been identified. The location of the proposed new lot (Lot 2A) and the modified Lot 2 is shown in Figure 1 below.

Figure 1. Project Location



In 2013, the Restated MDA and CDP were approved as a 3-lot commercial subdivision. According to the applicant (Exhibit "A"), as the lots developed within the PCD, less acreage was required for development of the commercial uses on the lots than initially anticipated (see Tables 1 and 2 below). The Amendment states a maximum of four lots will be developed within the PCD (Exhibit "B").

Table 1. Existing Lot Sizes

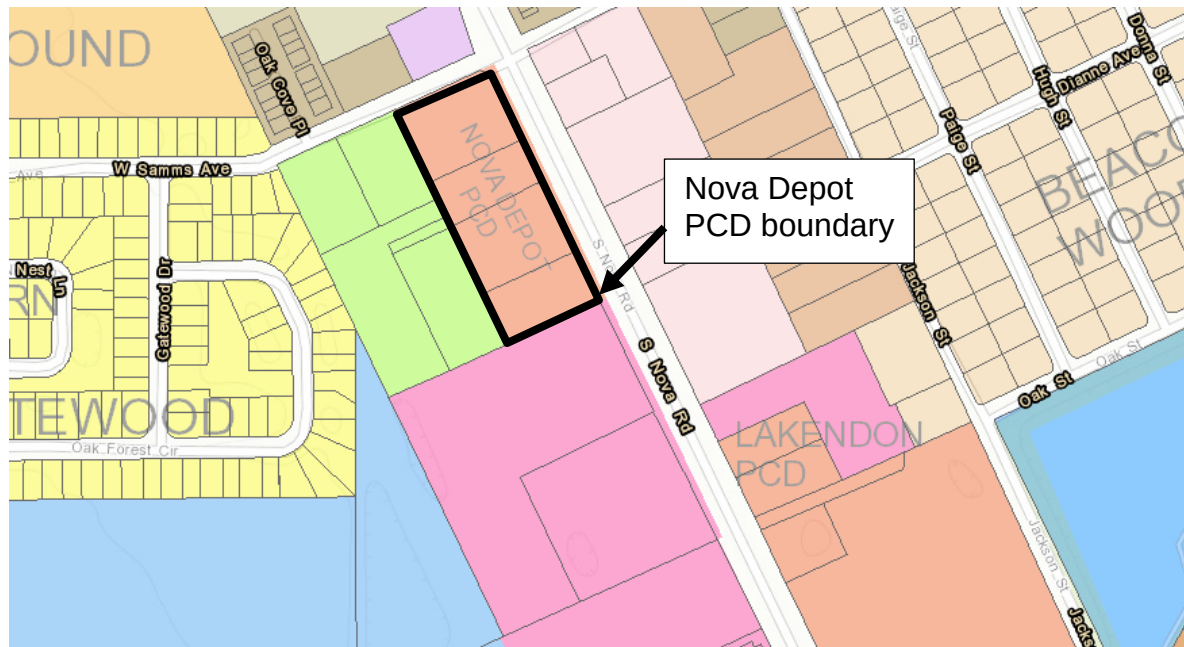
	Tenant	Area (sq. ft.)
Lot 1	O'Reilly Auto Parts	48,352
Lot 2	Family Dollar	74,916
Lot 3	Waffle House	35,025

Table 2. Proposed Lot Sizes

	Tenant	Area (sq. ft.)
Lot 1	O'Reilly Auto Parts	48,352
Lot 2	Family Dollar	44,864
Proposed Lot 2A	Vacant	30,052
Lot 3	Waffle House	35,025

If the Amendment is approved, Lot 2 will contain the Family Dollar building along with all of its required parking, stormwater infrastructure, landscaping, and other site improvements. The proposed Lot 2A is currently part of the Family Dollar lot.

Lot 2A will be developed with a commercial tenant building and will be required to be developed according to the existing site development requirements in the Restated Nova Depot MDA and Land Development Code (LDC) including parking, stormwater, landscaping, utilities, and traffic impacts. The lot will be accessed from the existing driveways on Nova Road and Samms Avenue. Cross-access easements already exist as an internal driveway network for vehicles and pedestrians to move between the lots. As part of the site plan for Waffle House (Lot 3) the developer extended the access drive to the south end of the PCD property for future connection to the property to the south. To complete the connection, the adjacent property owner will be required to connect to the existing driveway on the PCD property and enter into a cross access agreement with the adjoining property owner at that time.



The existing permitted uses allowed in PCD that would apply to Lot 2A include: restaurants, retail sales and services, personal services, professional and medical offices, business services, financial services, banks, and office supplies. These uses would allow a variety of tenants to occupy the new lot.

The following is an analysis of the requested deviation from the Land Development Code (LDC) or Nova Depot MDA proposed in the Second Amendment.

Lot Size: The proposed MDA Amendment provides the dimensional requirements for the proposed lot. The building setback, lot coverage, open space, and lot width requirements in the existing Restated MDA will apply to Lot 2A. As part of the proposed amendment, the applicant is proposing a minimum 30,000 square foot lot area. The minimum lot area in the current MDA is 35,000 square feet. The proposed lot area for Lot 2A is comparable with the minimum lot area in the City's other similar commercial zoning districts.

Table 2. Dimensional Requirement Comparison

	Minimum Lot Area	Maximum Building Coverage	Minimum Open Space
Proposed 2nd Amendment	30,000 SF	35%	30%
Current Nova Depot PCD	35,000 SF	35%	30%
Highway Commercial (HC) zoning	30,000 SF	35%	25%
Community Commercial (CC) zoning	22,500 SF	35%	30%

If approved, a site plan will be required for Lot 2A to verify all of the minimum development requirements, building setbacks, open space, building coverage, stormwater, utility connections, parking lot standards, landscape buffers to provide visual screening, and architectural design standards of the LDC and the Nova Depot MDA are met for Lot 2A.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The subject property is designated *Office/Residential Transition* on the City's Future Land Use (FLU) Map. The original PCD zoning and Restated MDA were found to be consistent with the City's Comprehensive Plan when it was approved in 2006. The proposed Amendment does not change the FLU designation for the PCD property and is consistent with the general intent of the Comprehensive Plan.

SUMMARY OF POLICY ISSUE:

As part of its review of the Amendment proposal, the Planning Commission and City Council will need to consider the following deviations from the LDC or Restated Nova Depot MDA:

1. Allow a minimum lot size of 30,000 square feet for Lot 2A

RECOMMENDATION:

Staff recommends **approval** of the First Amendment to the Restated First Amendment Nova Depot PCD Master Development Agreement and Conceptual Development Plan, subject to:

1. Resolution of remaining comments prior to City Council; and
2. Review by the City Attorney as to legal form and content

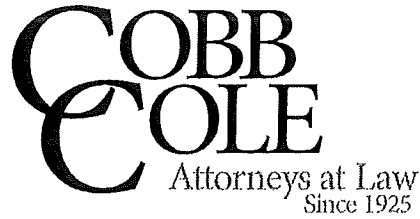
ATTACHMENTS:

1. Exhibit "A" – Justification letter from applicant
2. Exhibit "B" – First Amendment to the Restated First Amendment Nova Depot MDA and CDP

Note: This Amendment was initially referred to as the Second Amendment to the Nova Depot PCD. The title was corrected to the First Amendment to the Restated First Amendment after the item was scheduled for Planning Commission.

William M. Cobb
(1881-1939)
Thomas T. Cobb
(1916-2004)
W. Warren Cole, Jr.
(1926-2008)
Rhoda Bess Goodson
(1950-2017)

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Kelly Parsons Kwiatek
Kathleen L. Crotty
Andrea M. Kurak
Matthew S. Welch
Michael O. Sznapstajler



Daytona Beach • DeLand

351 East New York Avenue
Suite 200

DeLand, Florida 32724

(386) 736-7700

Fax (386) 785-1549

CobbCole.com

March 15, 2018

Michael J. Woods
Pamela R. Masters
Robert E. Doan
Holly Woerschling
Rachel I. Pringle
Kelsie W. Willett
Erica C. Johnson

OF COUNSEL

Thomas J. Leek
Harold C. Hubka
Larry D. Marsh
Maja Sander Bowler
William A. Parsons
Peter R.J. Thompson

RETIRED

Thomas S. Hart

*Practice limited to federal
immigration matters

VIA EMAIL AND MAIL

gperney@port-orange.org

Gwen Perney, Senior Planner
City of Port Orange
Community Development
1000 City Center Circle
Port Orange, FL 32129

Re: PCD Amendment/Nova Depot PCD- 2nd Amendment
3730 Nova Rd. Case No. 18-40000001
Parcel ID # 6337-01-25-0015

Dear Gwen,

As you know, this firm has the pleasure of representing Nova Port Orange, LLC with respect to the development of its property located generally at 3730 Nova Road in Port Orange, Florida. At present, we are asking for an amendment to the PCD to effectively create a fourth parcel for development purposes. As part of this application, we are requesting a reduction in the minimum lot size from 35,000 square feet to 30,000 square feet and also seeking to permit the project via a minor subdivision rather than a full plat.

When first permitted, the PCD anticipated 3 lots but was well under the allowable density and intensity permitted by the underlying land use. The projects have developed thus far with smaller footprints than originally anticipated and as a result, we can now include a fourth lot while remaining within the thresholds established by the land use and the PCD itself. Essentially, by developing with a smaller footprint, we have left room to fill in a fourth lot. Moreover, since the site has been fully engineered at this point, and necessary cross access easements have been provided, we are now able to ensure that all necessary services can be provided to the new lot without going through the formal platting process. Again, this use of the minor subdivision process, utilizing shared design stormwater and cross access easements, was what was contemplated with the original PCD.



Gwen Perney
March 15, 2018
Page 2

Please do not hesitate to contact me if you have any further questions.

Sincerely,

Michael J. Woods

Michael J. Woods

(LF)

Michael.Woods@CobbCole.com
Fax (386) 944-7968

MJW:lgf

**THE FIRST AMENDMENT TO THE RESTATED FIRST AMENDMENT TO THE
MASTER DEVELOPMENT AGREEMENT
NOVA DEPOT PLANNED COMMERCIAL DEVELOPMENT
(LOT 2 SPLIT AND RELATED REVISIONS)**

This First Amendment to the Restated First Amendment to the Master Development Agreement Nova Depot Planned Commercial Development ("First Amendment MDA"), by and between Nova Port Orange LLC, a Florida limited liability company, as owner of the property described herein (the "Developer") and the City of Port Orange, a Florida municipal corporation (the "City") hereby covenant and agree to bind their successors and assigns as follows:

WITNESSETH:

WHEREAS, Nova Port Orange, LLC is the Owner of approximately 1.72 acres of property ("Lot 2 Property"), more particularly described in Exhibit "A", attached hereto and made a part hereof by reference; and

WHEREAS, the City, All Aboard Storage, LLC, and R.K.M. Development Corp. previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled Restated First Amendment to the Master Development Agreement – Nova Depot Planned Commercial Development ("Restated MDA"), recorded at Book 6929, Page 3542, Public Records of Volusia County, Florida; and

WHEREAS, the Developer is desirous of subdividing the Lot 2 Property into two (2) lots, as shown on the Amended CDP, as defined hereinbelow; and

WHEREAS, the City is agreeable to the terms and provisions of this First Amendment MDA to allow modifications of the already approved Restated MDA as more specifically provided herein below; and

WHEREAS, the Developer is the owner of the Lot 2 Property which is the only property impacted by this First Amendment MDA; and

WHEREAS, the City and the Developer wish to amend the Restated MDA as applied to the Lot 2 Property to allow for the following:

1. Provide for a division of Lot 2 Property in order to create two (2) lots, being identified as Lot 2 and Lot 2A.
2. Provide for an amended CDP and new lot dimensions.

NOW, THEREFORE, the City and the Developer hereby agree as follows:

1. The premises stated above are true and correct and form a material part of this First Amendment MDA.

2. Paragraph 2, “DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN” of the Restated MDA as applied to Lot 2 Property which references and incorporates the amended CDP as Exhibit “A” and the Amended CDP as applied to Lot 2 Property is hereby further amended to reflect the modifications shown by this First Amendment MDA Exhibit “A1 & A2”, attached hereto and incorporated herein by reference. Furthermore, Paragraph 2 of the Restated MDA, as applied to Lot 2 Property is hereby further amended as follows:

Development of the Lot 2 Property shall be controlled by the terms and provisions of the Restated MDA, as amended by this First Amendment MDA and the Amended CDP referenced herein as Exhibit “A1 & A2”, and collectively may be referred to as the “Plan.”

3. Paragraph 3.A., “DEVELOPMENT PLAN” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

A. Development of the Lot 2 Property shall be controlled by the terms and provisions of the Restated First Amendment to the Master Development Agreement Nova Depot Planned Commercial Development (“Restated MDA”) as amended by this First Amendment to the Restated First Amendment to the Master Development Agreement Nova Depot Planned Commercial Development MDA (“First Amendment MDA”) and to the extent not in conflict with the Restated MDA and the First Amendment MDA, the Port Orange Land Development Code (the “LDC”).

4. Paragraph 3.B., “DEVELOPMENT PLAN” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

B. The Lot 2 Property shall be subdivided pursuant to the City’s minor subdivision process in accordance with the LDC. The parties affirmatively recognize and approve that the utilization of this process will result in the Lot 2 Property being split into two (2) lots and that, as a result, the Nova Depot Planned Commercial Development shall consist of a maximum of four (4) lots. The Amended CDP, attached hereto, reflects the new alignment. The two lots created by the minor subdivision shall be referred to herein as Lot 2 and Lot 2A, as more particularly described in Exhibit “C”, attached hereto and incorporated herein.

5. Paragraph 3, “DEVELOPMENT PLAN” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended to add a new subparagraph as follows:

C. Developer, its successor and assigns, shall provide the standard lot easements for drainage and utility provisions to each proposed lot within the Lot 2 Property. Additionally, a recommended cross access and drainage easement for the Lot 2 Property is included in Exhibit “A1 & A2”. In the case of conflict between any textual provision of the Restated MDA, as amended by this First Amendment MDA and the Amended CDP, the textual provision shall govern. If the Restated MDA, as amended the Amended CDP, fail to address a particular subject or requirement, the requirement of the applicable City ordinance(s) in effect at the time of development plan approval shall control. Failure of either to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

6. Paragraph 4, “MAINTENANCE OF AMENITIES” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

Developer, its successors or assigns, shall be the entity responsible for the continued maintenance of the Lot 2 Property. Developer shall impose Covenants and Restrictions upon both lots to ensure cross access between the 2 lots within the Lot 2 Property as well as the two adjacent lots to the north and south of the Lot 2 Property, all of which are included within the Nova Depot Planned Commercial Development. Each lot owner shall be required to maintain their own driveways/parking and landscaping and site screening at their sole expense unless otherwise provided in the Covenants and Restrictions prepared by the Developer.

7. Paragraph 6.B., “MINIMUM DIMENSIONAL REQUIREMENTS” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

Minimum Lot Size	30,000 square feet
------------------	--------------------

All other provisions of Paragraph 6.B. of the Restated MDA shall otherwise remain in full force and effect.

8. Paragraph 15.A., “EFFECTIVE DATE AND EXPIRATION” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

A. This First Amendment MDA shall be effective upon recording by the City at the Developer’s expense in the Public Records of Volusia County, Florida, not later than thirty (30) days from the date the City Council approves this First Amendment MDA. After the effective date, the restrictions on use and development imposed by this First Amendment MDA shall be binding upon all successors in interest in the Lot 2 Property, unless and until the parties mutually agree to alter or eliminate such restrictions in the course of the City’s actions as zoning authority or until this First Amendment MDA expires.

9. Paragraph 15.D., “EFFECTIVE DATE AND EXPIRATION” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended to add a new paragraph as follows:

D. In contemplation of this First Amendment MDA and in recognition of the timing the rezoning process required, Developer did request and City did provide approval for the Volusia County Property Appraiser to create two Tax Parcel ID Numbers for the Lot 2 Property. The Tax Parcel ID Numbers were generated and conform with the lot split contemplated herein for Lot 2 – Family Dollar and Lot 2A – Future Development. As a condition of the City’s approval of this Tax Parcel ID Number request, Developer was required to execute a Unity of Title Agreement with the City which affirmatively stated that the Lot 2 Property would remain as a single parcel until such time as this rezoning and the related minor subdivision was approved by the City Council. Upon the effective date of this First Amendment MDA, the Unity of Title Agreement will be deemed to be of no further effect by the Developer and the City.

10. Paragraph 17, “COMPLETE AGREEMENT” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

All the provisions of the Restated MDA not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this First Amendment MDA. The Restated MDA shall survive the execution of this First Amendment MDA.

IN WITNESS WHEREOF, the parties hereto attach their hand and seals on the dates set forth below:

WITNESSES:

OWNER:

NOVA PORT ORANGE, LLC
A Florida limited liability company

By: _____
William C. Lloyd, President

Printed Name

Printed Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by William C. Lloyd, as President of NOVA PORT ORANGE, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

[Seal]

Notary Public, State of Florida at Large
Commission Number: _____

WITNESSES:

Printed Name

Printed Name

Printed Name

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Donald O. Burnette, Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City. He is personally known to me or has produced _____ as identification.

[Seal]

THE CITY OF PORT ORANGE, a Florida
municipal corporation

By: _____
Donald O. Burnette, Mayor

Attest: _____
Robin L. Fenwick, City Clerk

NOTARY PUBLIC:

Notary Public, State of Florida at Large
Printed Name, Commission and Term Expiration Date:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Robin L. Fenwick, City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City. He is personally known to me or has produced _____ as identification.

[Seal]

NOTARY PUBLIC:

Notary Public, State of Florida at Large
Printed Name, Commission and Term Expiration Date:

Exhibit "A"

Legal Description for Lot 2

OVERALL REAL PROPERTY DESCRIPTION

THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION TAKEN FOR THE RIGHT OF WAY OF NOVA ROAD AND LESS AND EXCEPT THAT PORTION TAKEN FOR RIGHT OF WAY FOR SAMMS AVENUE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8896, PAGE 225, SAID PUBLIC RECORDS AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 18 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 445.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N25°19'48"W, 121.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAMMS AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 8896, PAGE 225, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N85°15'21"E ALONG SAID SOUTH RIGHT OF WAY LINE, 230.50 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE S88°48'40"E ALONG SAID WEST RIGHT OF WAY LINE, 18.11 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE S28°00'33"E, 179.67 FEET; THENCE S85°15'21"W, 243.92 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 18 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 141.02 FEET; THENCE N85°37'59"E, 247.57 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE S28°00'33"E, 141.06 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE S85°37'59"W, 249.24 FEET TO THE POINT OF BEGINNING.

Exhibit “A1 & A2”

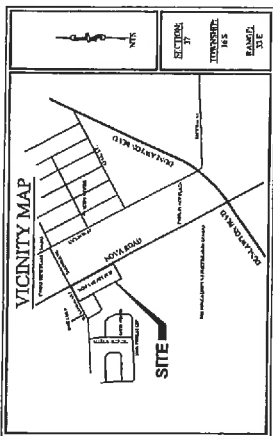
Conceptual Development Plan for Lot 2 (as revised)
(Includes Cross Access Drainage Easement Illustration)

RECEIVED

3-19-18

CITY OF PORT ORANGE
Community Development

REVISED



LEGEND/ABBREVIATIONS:

SCALE: 1" = 30'

MINIMUM DIMENSIONAL REQUIREMENTS:

MINIMUM LOT SIZE: 10,000 SQ. FT.
MINIMUM LOT AREA: 10,000 SQ. FT.
MINIMUM BUILDING COVERAGE: 10%
MINIMUM OPEN SPACE: 10%
MINIMUM SETBACKS: 10 FT. FRONT, 5 FT. SIDE, 5 FT. REAR
MINIMUM BUILDING HEIGHT: 10 FT.
MINIMUM BUILDING FOOTPRINT: 10 FT. X 10 FT.
MINIMUM BUILDING SETBACK: 10 FT.
MINIMUM BUILDING FOOTPRINT: 10 FT. X 10 FT.
MINIMUM BUILDING SETBACK: 10 FT.
MINIMUM BUILDING FOOTPRINT: 10 FT. X 10 FT.
MINIMUM BUILDING SETBACK: 10 FT.

MINIMUM DIMENSIONAL REQUIREMENTS:

MINIMUM LOT SIZE: 10,000 SQ. FT.
MINIMUM LOT AREA: 10,000 SQ. FT.
MINIMUM BUILDING COVERAGE: 10%
MINIMUM OPEN SPACE: 10%
MINIMUM SETBACKS: 10 FT. FRONT, 5 FT. SIDE, 5 FT. REAR
MINIMUM BUILDING HEIGHT: 10 FT.
MINIMUM BUILDING FOOTPRINT: 10 FT. X 10 FT.
MINIMUM BUILDING SETBACK: 10 FT.
MINIMUM BUILDING FOOTPRINT: 10 FT. X 10 FT.
MINIMUM BUILDING SETBACK: 10 FT.

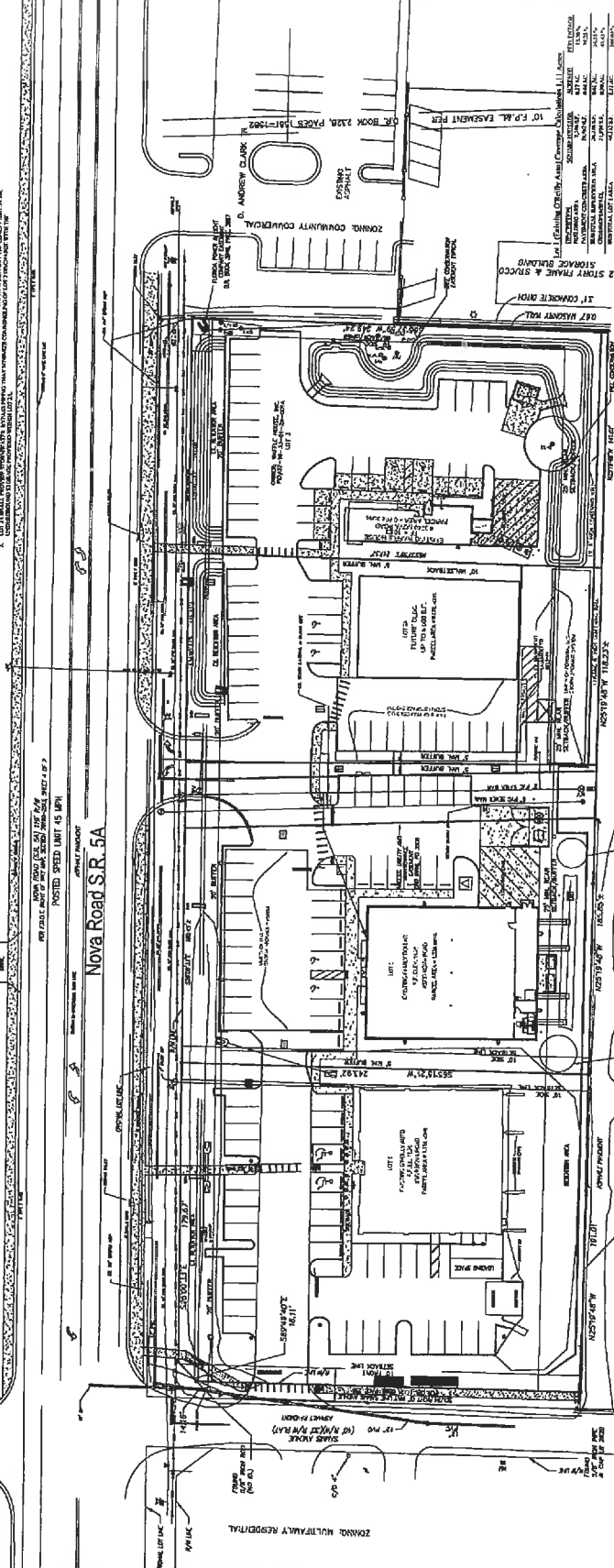
CONCEPTUAL DEVELOPMENT PLAN

NOVA DEPOT PCD
NOVA ROAD (S.R. 5A) PORT ORANGE, FLORIDA
RKM DEVELOPMENT CORP.

Engineering Consultants
Phone: (407) 734-1919 Fax: (407) 348-1022
PO Box 55004 • Ft. Myer, Florida 33555

NOVA DEPOT PCD
NOVA ROAD (S.R. 5A) PORT ORANGE, FLORIDA
RKM DEVELOPMENT CORP.

EX.A1
SHEET NUMBER



LOT 1: 10,000 SQ. FT.

1. LOT 1: 10,000 SQ. FT. (10' X 1000')

2. LOT 2: 10,000 SQ. FT. (10' X 1000')

3. LOT 3: 10,000 SQ. FT. (10' X 1000')

4. LOT 4: 10,000 SQ. FT. (10' X 1000')

5. LOT 5: 10,000 SQ. FT. (10' X 1000')

6. LOT 6: 10,000 SQ. FT. (10' X 1000')

LOT 2: 10,000 SQ. FT.

1. LOT 2: 10,000 SQ. FT. (10' X 1000')

2. LOT 3: 10,000 SQ. FT. (10' X 1000')

3. LOT 4: 10,000 SQ. FT. (10' X 1000')

4. LOT 5: 10,000 SQ. FT. (10' X 1000')

5. LOT 6: 10,000 SQ. FT. (10' X 1000')

LOT 3: 10,000 SQ. FT.

1. LOT 3: 10,000 SQ. FT. (10' X 1000')

2. LOT 4: 10,000 SQ. FT. (10' X 1000')

3. LOT 5: 10,000 SQ. FT. (10' X 1000')

4. LOT 6: 10,000 SQ. FT. (10' X 1000')

LOT 4: 10,000 SQ. FT.

1. LOT 4: 10,000 SQ. FT. (10' X 1000')

2. LOT 5: 10,000 SQ. FT. (10' X 1000')

3. LOT 6: 10,000 SQ. FT. (10' X 1000')

LOT 5: 10,000 SQ. FT.

1. LOT 5: 10,000 SQ. FT. (10' X 1000')

2. LOT 6: 10,000 SQ. FT. (10' X 1000')

LOT 6: 10,000 SQ. FT.

1. LOT 6: 10,000 SQ. FT. (10' X 1000')

NOVA DEPOT PCD
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RKM DEVELOPMENT CORP.

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STAY

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• Engineering Consultants •
 PO Box 436006 • Kuala Lumpur, P.O. Box 13745
 Phone: (607) 738-1979 Fax: (607) 348-7552

CDP EASEMENT EXHIBIT

[illegible]

March 15, 2019
P.O. # 43947

LEGEND / ABBREVIATIONS

EXISTING		DESCRIPTION	
1	✓	THE FRONT	WALLS
2	✓	WALLS	WALLS
3	✓	WALLS	WALLS
4	✓	WALLS	WALLS
5	✓	WALLS	WALLS
6	✓	WALLS	WALLS
7	✓	WALLS	WALLS
8	✓	WALLS	WALLS
9	✓	WALLS	WALLS
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96	✓	WALLS	WALLS
97	✓	WALLS	WALLS
98	✓	WALLS	WALLS
99	✓	WALLS	WALLS
100	✓	WALLS	WALLS

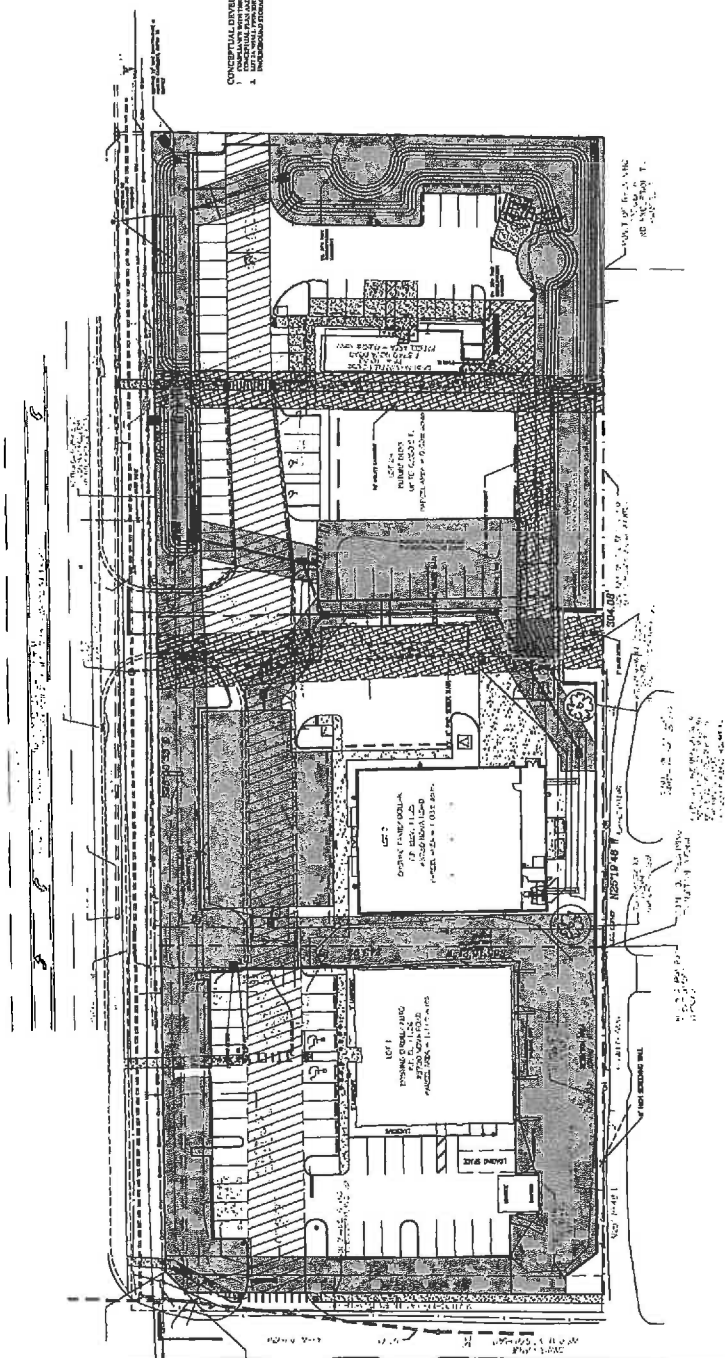
[illegible]

Exhibit “B”

Exhibit “B” of the Restated First Amendment Master Development Agreement Nova Depot
Planned Commercial Development remains unchanged.

Exhibit "C"

Legal Description for Two New Lots

Legal Description of Lot 2 – Family Dollar

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 258.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N25°19'48"W, 185.85 FEET; THENCE N85°15'21"E, 243.82 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE S28°00'33"E ALONG SAID WEST RIGHT OF WAY LINE, 180.45 FEET; THENCE S63°38'22"W, 248.08 FEET TO THE POINT OF BEGINNING.

Legal Description of Lot 2A – Future Development

OVERALL REAL PROPERTY DESCRIPTION

THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION TAKEN FOR THE RIGHT OF WAY OF NOVA ROAD AND LESS AND EXCEPT THAT PORTION TAKEN FOR RIGHT OF WAY FOR SAMMS AVENUE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8896, PAGE 225, SAID PUBLIC RECORDS AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

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COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 445.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N25°19'48"W, 191.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAMMS AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 8896, PAGE 225, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N85°15'21"E ALONG SAID SOUTH RIGHT OF WAY LINE, 238.50 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE S88°49'40"E ALONG SAID WEST RIGHT OF WAY LINE, 18.11 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE S28°00'33"E, 179.67 FEET; THENCE S65°15'21"W, 243.82 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Less and Except

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: No

SUBJECT: (H21) Second Reading - Ordinance No. 2018-9 - Local Communications Services Tax

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-9.

SUMMARY: While researching the Code for adoption of the new "Telecommunications in R/W Ordinance", an amendment to the code is being recommended regarding Communications Services Taxes.

In 2001, City Council adopted Ordinance Nos. 2001-39 and 2001-40, in accordance with Section 337.401(3)(c)1., Florida Statutes, electing to not require and collect permit fees from any provider of communications, and instead, electing to increase its total rate for the local communications services tax as computed under Section 202.20, Florida Statutes, as amended, by any amount of 0.12% effective October 1, 2001.

Therefore, the amendment to the Code of Ordinances reflects the action taken by Council in 2001 and the current practice of the City as it relates to local communications services taxes.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2018-9	Draft Ordinance No. 2018-9.pdf
----	----------------------	--------------------------------

Robin Fenwick

Created/Initiated - 04/19/2018

ORDINANCE NO. 2018-9

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 66 RELATING TO TAXATION BY REPEALING AND REPLACING SECTION 66-2 RELATING TO PUBLIC SERVICE TAX ON TELECOMMUNICATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that the Communications Services Tax Simplification Law ("CSTSL") was adopted to provide a fair, efficient, and uniform method for taxing communications services sold in this state; and

WHEREAS, the City Council recognizes that the CSTSL restructures state and local taxes and fees to account for the impact of federal legislation, industry deregulation, and the multitude of providers offering functionally equivalent communications services in today's marketplace; and

WHEREAS, the City Council is authorized by the CSTSL (Section 202.19, Florida Statutes) to levy a discretionary communications services tax by ordinance; and

WHEREAS, the City Council, by its adoption of Ordinance No. 2001-39 and in accordance with Section 337.401(3)(c)1., elected to not require and collect permit from any provider of communications, and instead, elected to increase its total rate for the local communications services tax as computed under Section 202.20, Florida Statutes, as amended, by any amount of 0.12% effective October 1, 2001; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text.

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

SECTION 1. The City Council of the City of Port Orange, Florida hereby repeals and replaces Section 66-2 of the Code of Ordinances to read as follows:

Sec. 66-2. Communications services tax.

- (a) Authority. The tax levied by this section for communications services tax shall be as provided by F.S. § 202.19.
- (b) Amount of tax. There is hereby levied and imposed by the city a local communications services tax at the rate of 5.22 percent, or the maximum rate permissible by law for municipalities that have elected not to levy permit fees pursuant to Section 337.401(3)(c)1.b., whichever is greater.
- (c) Administration. The local communications services tax imposed by this section shall be administered, levied and collected in accordance with F.S. Chapter 202 ("Communications Services Tax Simplification Law").

Sec. 66-2. Public service tax on telecommunications.

- (a) ~~Authority.~~ The tax levied by this section on the sale of telecommunications services shall be as provided by F.S. § 166.231(9)(a)2.
- (b) ~~Definitions.~~ For purposes of this section:
- (1) ~~Purchase~~ means every act or transaction whereby possession of, utilization of or control over taxable telecommunications services becomes vested in the purchaser within the city for which payment is made pursuant to a duty and obligation therefor; but such term shall not pertain to or include any such act or transaction when undertaken or performed by an agency or instrumentality of the United States government, the state, the county, a municipality, or a recognized church in this state if used exclusively for church purposes; nor shall such term apply to purchases of local telephone service or other telecommunications service for use in the conduct of a telecommunications service for hire or otherwise for resale.
- (2) ~~Purchaser~~ means every person legally liable for the payment for taxable telecommunications services rendered to him by a seller, unless such person is an agency or instrumentality of the United States government, the state, the county, a municipality, a recognized church in this state

~~using taxable telecommunications services exclusively for church purposes, or a purchaser of local telephone service or other telecommunications service for use in the conduct of a telecommunications service for hire or otherwise for resale.~~

- ~~(3) Seller means every person rendering taxable telecommunications services to any purchaser thereof.~~
- ~~(4) Taxable telecommunications services means purchases within the city of telecommunications services which originate and terminate in this state, excluding public telephone charges collected on-site, access charges, any customer access line charges paid to a local telephone company, and intrastate toll charges billed to a telephone number other than the originating or terminating telephone number located within the city; provided that purchases within the city of telecommunications services as defined in F.S. § 203.012(5)(b) shall be taxed only on the monthly recurring customer service charges excluding variable usage charges.~~
- ~~(5) Purchase within city. A purchase is within the city if the communication originates or terminates within the city and is billed to a purchaser, telephone or telephone number, or telecommunications number or device within the city.~~
- ~~(c) Amount of tax. There is hereby levied and imposed by the city, upon every purchase in the city of taxable telecommunications services and competitive services, a public service tax, which shall be determined as follows:~~
 - ~~(1) The tax shall be levied only upon purchases within the city in the amount of seven percent of the payments received by the seller of the taxable telecommunications services from the purchaser for the purchase of such service within the city. Services competitive with those enumerated in this subsection shall be taxed on a comparable base at the same rates.~~
 - ~~(2) When the seller in accordance with its rules and regulations renders a bill to the purchaser to cover purchases made during the period of time to which the bill is applicable, the amount of public service tax shall be exclusive of governmental charges and taxes, shown on any such purchases, for the total amount.~~
 - ~~(3) The seller is required and it shall be his duty to render to each purchaser bills covering all such purchases made, and the amount of such public utility tax shall be entered and shown by the seller as a separate item on each such bill and shall become due and payable to the city whenever such bill becomes due and payable under the rules and regulations of the seller, provided and to the extent that such bills are subsequently paid.~~
 - ~~(4) The purchaser is required and it shall be his duty to pay such public utility tax to the seller, as agent for the city, at the time of the payment of each such bill. The seller is hereby authorized and required and it shall be his duty to collect such public utility tax from such purchaser at the time of the payment of each such bill and to remit the tax to the finance department in accordance with the provisions stated in this section.~~
- ~~(d) Exemptions. Purchases of the taxable telecommunications services by the United States government, the state, the county, a municipality, or any~~

~~recognized church in this state if used exclusively for church purposes, and purchases of local telephone service or other telecommunications service for use in the conduct of a telecommunications service for hire or otherwise for resale, are exempt from taxation under this section.~~

- ~~(e) *Seller compensation.* For the purpose of compensating the seller, the seller shall be allowed one percent of the amount of the tax collected and due to the city in the form of a deduction from the amount collected for remittance. The deduction is allowed as compensation for keeping of records and collection of the tax and remitting the tax.~~
- ~~(f) *Remittance of tax to city by seller.* Every seller is hereby required to execute and file, not later than the 20th day of each month, at the office of the finance department, a statement setting forth the amount of such public utility tax to which the city became entitled under the provisions of this section on account of bills paid by purchasers during the preceding fiscal month, and, contemporaneously with the filing of such statements, shall pay the amount of such public utility tax to the finance department.~~
- ~~(g) *Records to be kept by seller.* Every seller is hereby required to establish and maintain appropriate accounts and records of the tax imposed in this section as prescribed and required by the Federal Communications Commission and the state public service commission, and such accounts and records shall be open to inspection by the finance director or his duly authorized agent at all reasonable times where maintained by the company.~~
- ~~(h) *Disposition of revenue.* All revenues received, collected and derived from the taxes levied by this section shall be deposited by the finance director in the appropriate city account, and the city council is hereby authorized and empowered to pledge any part or all of the revenues received, collected and derived from the public service tax for the payment of all or any part of any issue of revenue certificates, bonds or other obligations of the city that may be authorized and issued by it, and any part of the fund not so pledged may be expended for any municipal purpose.~~
- ~~(i) *Penalty.* Any purchaser willfully failing or refusing to pay the tax imposed by this section, and any seller violating the provisions of this section, or any officer, agent or employee of any seller violating the provisions of this section, shall be guilty of a misdemeanor and shall upon conviction be punished as provided in section 1-8. Each violation shall be deemed a separate offense and shall be punishable accordingly.~~

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or

application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2018

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

Reviewed and approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: No

SUBJECT: (H22) First Reading - Ordinance No. 2018-10 - Angler's Cove Small-Scale Comprehensive Plan Amendment (Case No. 18-20000001)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-10, to change the Future Land Use (FLU) designation for ± 1.3 acres from Urban High Density Residential (8-16 units/acre) to Suburban Residential (2-4 units/acre).

SUMMARY: Planning Commission Action (3/22/18): Recommended Approval

The proposed amendment is to change the Future Land Use (FLU) designation for ± 1.3 -acres, located at 3626 S. Peninsula Drive, south of the Admiralty Club condominium, from Urban High Density Residential (8-16 units/acre) to Suburban Residential (2-4 units/acre). If the proposed amendment is approved, it will reduce the maximum density allowed on the subject property from 21 multi-family units to 5 single-family units.

If the proposed FLU Amendment is approved, the applicant intends to rezone the property from R-3H (multi-family residential) to Planned Unit Development (PUD) and establish a Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to develop a 5-lot single-family subdivision with a gross density of 3.8 units per acre. The proposed 5-lot single-family subdivision and density is consistent with the proposed *Suburban Residential* (2-4 units/acre) Future Land Use designation which allows for the development of single-family lots at 4 units per acre or less. Public facilities including roads, sewer, water, drainage, parks, and schools have been analyzed and have adequate capacity to accommodate the proposed amendment.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance 2018-10	Ordinance 2018-10.pdf
2.	Staff Report	Staff Report_Angler's Cove_FLUA.pdf

Penelope Cruz
Tim Burman
Shannon Balmer

Created/Initiated - 04/09/2018
Approved - 04/09/2018
Approved - 04/19/2018

Jake Johansson
Robin Fenwick

Approved - 04/23/2018
Final Approval - 04/23/2018

ORDINANCE NO. 2018-10

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING THE FUTURE
LAND USE MAP OF THE COMPREHENSIVE PLAN;
AMENDING THE FUTURE LAND USE DESIGNATION FOR
±1.3 ACRES FROM URBAN HIGH DENSITY RESIDENTIAL
(8-16 UNITS/ACRE) TO SUBURBAN RESIDENTIAL (2-4
UNITS/ACRE); PROVIDING FOR CONFLICTING
ORDINANCES, SEVERABILITY AND AN EFFECTIVE
DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term "Comprehensive Plan", shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled "Comprehensive Plan City of Port Orange 2010-2025", including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30,

2011-24, 2011-34, 2012-8, 2012-24, 2012,30, 2013-20, 2013-25, 2014-31, 2014-32, 2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33 and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Urban High Density Residential to Suburban Residential Transition for the parcel of land as described in **Exhibit "A"** and as shown on the Map depicted in **Exhibit "B"**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

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

EXHIBIT "A"

LEGAL DESCRIPTION

Tax Parcel: 02-16-33-06-00-0160

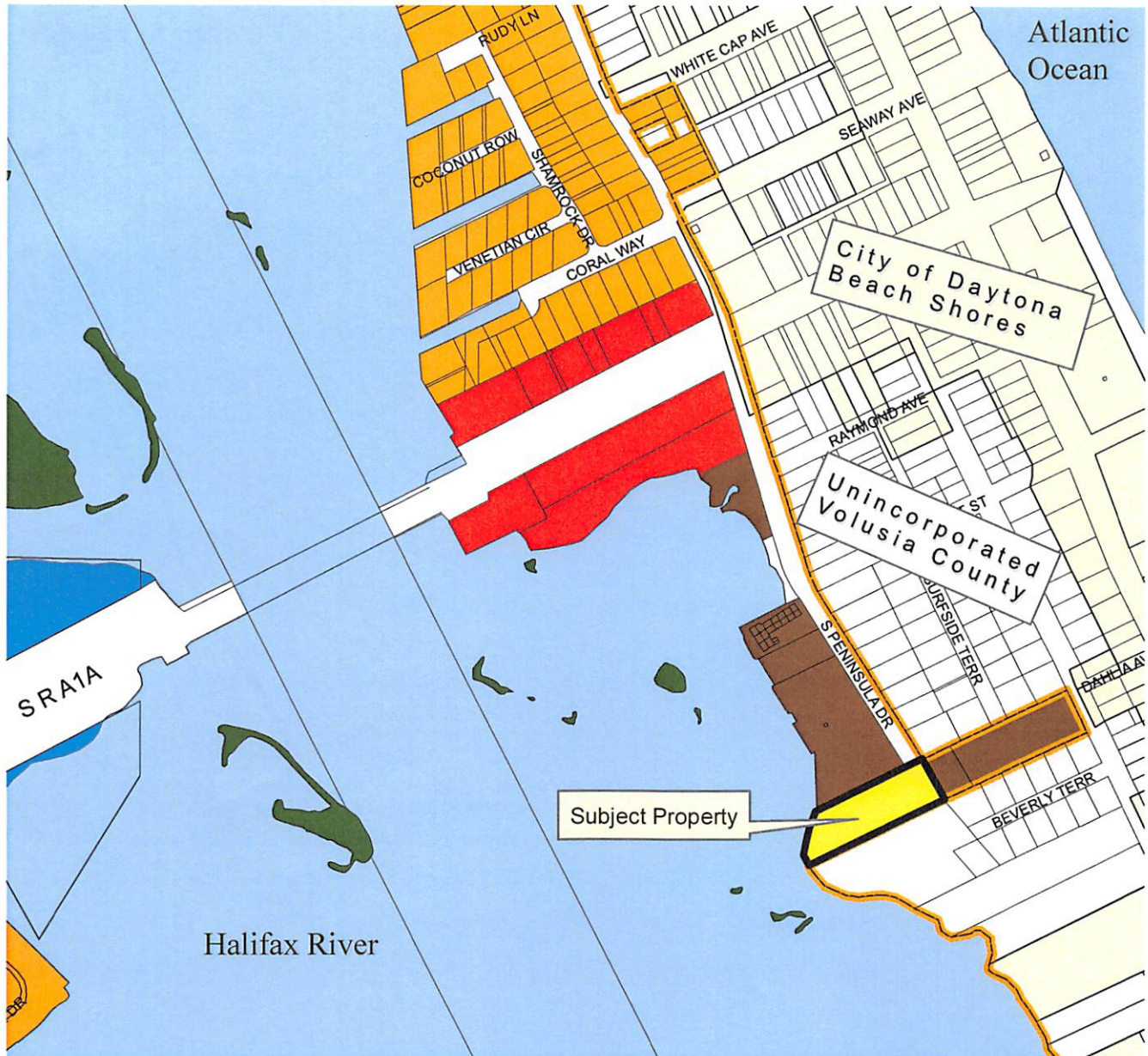
BEING A PORTION OF THE SOUTH 140 FEET OF THE NORTH 740 FEET OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, ACCORDING TO THE MAP IN MAP BOOK 11, PAGE 107 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF ADMIRALTY CLUB AS RECORDED IN MAP BOOK 33 PAGES 71 THROUGH 74, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 64 DEGREES 03 MINUTES 58 SECONDS EAST ON AN EASTERLY EXTENTION OF THE SOUTHERLY LINE OF SAID ADMIRALTY CLUB, SAID LINE ALSO BEING THE NORTHERLY LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 6441, PAGES 4368 THROUGH 4369, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 59.90 FEET TO THE NORTHEASTERLY CORNER OF SAID OFFICIAL RECORD BOOK 6441, PAGES 4368 THROUGH 4369; THENCE SOUTH 25 DEGREES 27 MINUTES 34 SECONDS EAST, A DISTANCE OF 139.95 FEET TO THE SOUTHEASTERLY CORNER OF SAID OFFICIAL RECORD BOOK 6441, PAGES 4368 THROUGH 4369, SAID POINT BEING ON THE SOUTH LINE OF THE SOUTHERLY 140 FEET OF THE NORTHERLY 740 OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION; THENCE SOUTH 64 DEGREES 04 MINUTES 24 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 438.54 FEET TO A POINT THE EASTERLY TOP OF BANK OF THE HALIFAX RIVER; THENCE NORTH 45 DEGREES 12 MINUTES 59 SECONDS WEST, A DISTANCE OF 14.73 FEET; THENCE NORTH 30 DEGREES 53 MINUTES 09 SECONDS WEST, A DISTANCE OF 9.95 FEET TO A POINT ON THE WESTERLY FACE OF SEAWALL; THENCE CONTINUE ALONG SAID WESTERLY FACE OF SEAWALL NORTH 19 DEGREES 20 MINUTES 01 SECONDS WEST, A DISTANCE OF 9.44 FEET; THENCE NORTH 08 DEGREES 49 MINUTES 13 SECONDS EAST, A DISTANCE OF 45.18 FEET ; THENCE NORTH 13 DEGREES 53 MINUTES 21 SECONDS EAST, A DISTANCE OF 9.42 FEET; THENCE NORTH 16 DEGREES 52 MINUTES 09 SECONDS EAST, A DISTANCE OF 18.44 FEET; THENCE NORTH 18 DEGREES 06 MINUTES 38 SECONDS EAST, A DISTANCE OF 39.90 FEET; THENCE NORTH 18 DEGREES 18 MIUNTES 09 SECONDS EAST, A DISTANCE OF 28.18 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF AFOREMENTIONED ADMIRALTY CLUB; THENCE ALONG SAID SOUTHERLY LINE NORTH 64 DEGREES 03 MINUTES 58 SECONDS EAST, A DISTANCE OF 292.72 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.3 ACRES MORE OR LESS.

EXHIBIT "B"



- | | |
|---|---|
|  Public/Institutional |  Urban Medium Density Residential (4-8 Units/Acre) |
|  Conservation |  Urban High Density Residential (8-16 Units/Acre) |
|  Suburban Residential (2-4 Units/Acre) |  Commercial |



Future Land Use
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT





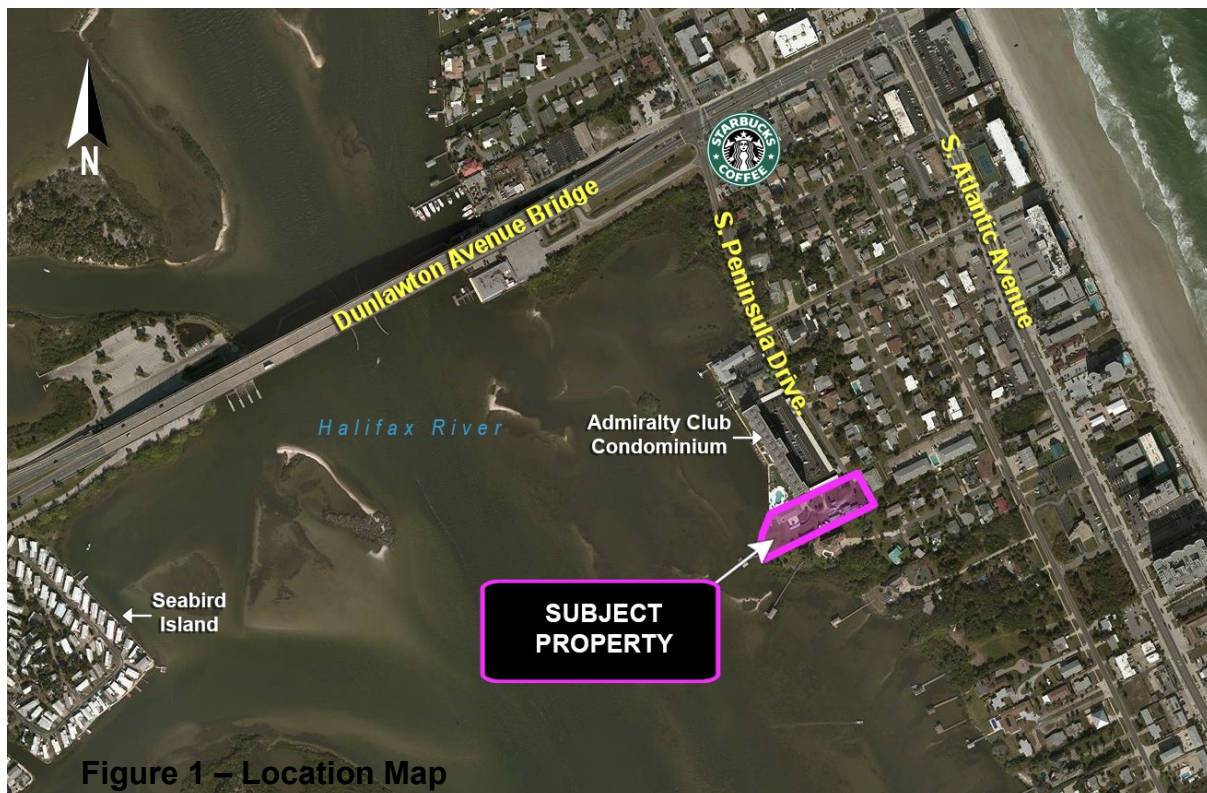
STAFF REPORT

Small-Scale Comprehensive Plan Future Land Use
Amendment/Angler's Cove
CASE NO. 18-20000001

REQUEST:	Change the Comprehensive Plan Future Land Use (FLU) designation for ± 1.3 acres from <i>Urban High Density Residential (8-16 units/acre)</i> to <i>Suburban Residential (2-4 units/acre)</i> .
LOCATION:	3626 S. Peninsula Drive (Figure 1 - Location Map)
APPLICANT/OWNER:	Robert C. Hellermann, Jr.
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (March 22, 2018)
CITY COUNCIL DATE:	May 1, 2018

INTRODUCTION

The subject property is ± 1.3 -acres. The proposed amendment is to change the Future Land Use (FLU) designation from *Urban High Density Residential (8-16 units/acre)* to *Suburban Residential (2-4 units/acre)*. The subject property is located at 3626 S. Peninsula Drive, south of the Admiralty Club condominium.



If the proposed FLU Amendment is approved, the applicant intends to rezone the property from R-3H (multi-family residential) to Planned Unit Development (PUD) and

establish a Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to develop a 5-lot single-family subdivision with a gross density of 3.8 units per acre. The proposed 5-lot single-family subdivision and density is consistent with the proposed *Suburban Residential (2-4 units/acre)* Future Land Use designation which allows for the development of single-family lots at 4 units per acre or less.

DISCUSSION

The following discussion will examine the proposed amendment, the impacts of the proposed amendment, and the existing environmental conditions.

PROPERTY OVERVIEW

The subject property is currently developed with two non-conforming single-family homes. As part of the proposed subdivision, the two existing single-family homes will be demolished.

The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1. The current adopted and proposed FLU designation for the subject property and the current FLU designation of the adjacent properties is identified on Exhibit A. The current and proposed zoning classification of the subject property and adjacent properties is identified on Exhibit B.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Multi-family condominium	Urban High Density (8-16 units/acre)	PUD
South	Single-family home	Volusia County Urban Low Impact (0.2-4 units/acre)	Volusia County R-3 Urban Single-family Residential
East	Single-family home	Urban High Density (8-16 units/acre)	R-3H Multi-Family Residential
West	Halifax River	N/A	N/A

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±1.3 acres from *Urban High Density Residential (8-16 units/acre)* to *Suburban Residential (2-4 units/acre)*. The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and maximum allowable intensity (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Urban High Density Residential (8-16 units/acre)	1.3	0	- 1.3
Suburban Residential (2-4 units/acre)	0	1.3	+1.3
TOTAL ACREAGE	1.3	1.3	0

Table 3. Current & Proposed Future Land Uses – Maximum Density/Intensity by Category

	Current FLU	Proposed FLU	Net Change in FLU
	[Theoretical Maximum Dwelling Units]		
Urban High Density Residential (8-16 units/acre)	21	0	-21
Suburban Residential (2-4 units/acre)	0	5	+5
TOTAL	21	5	-16

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designation versus the proposed designation. The following seven public facilities and services were examined (Table 4).

- | | |
|-------------------|------------------------|
| 1. Transportation | 5. Stormwater Drainage |
| 2. Sanitary Sewer | 6. Recreation |
| 3. Potable Water | 7. Schools |
| 4. Solid Waste | |

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current Future Land Use	Proposed Future Land Use	Net Change
	Theoretical Maximum		
Dwelling Units	21	5	-16
P.M. Peak Hour Trips/Daily Trips ²	14/140	5/48	-9/-92
Sanitary Sewer (gallons/day) ³	3,360	800	-2,560
Potable Water (gallons/day) ⁴	3,780	900	-2,880
Solid Waste (lbs./day) ⁵	151	35	-116
Recreation/Open Space (acres/person) ⁷	0.33	0.08	-0.25

Notes:

- | | |
|-------------------------|--|
| 1. Population: | 2.25 persons per household (per 2010 Census) |
| 2. Transportation: | ITE Trip Generation Manual, 9th Edition: 1.02 PM peak hour trips per unit and 9.52 daily trips per unit, Single-family (210); 0.67 PM peak hour trips per unit and 6.65 daily trips per unit, apartments (220) |
| 3. Sanitary Sewer: | 160 gallons per day per Equivalent Residential Unit |
| 4. Potable Water: | 180 gallons per day per Equivalent Residential |
| 5. Solid Waste: | 3.21 pounds per person per day |
| 6. Stormwater Drainage: | LOS standard = 25-year, 24-hour event. Drainage system is required to be designed to meet the requirements of the Land Development Code during subdivision or site plan review. |
| 7. Rec. & Open Space: | 7 acres/1,000 persons (0.007 acres/person) |

The proposed amendment results in decreased impacts to public infrastructure and services based on the theoretical maximum impact analysis.

TRANSPORTATION

A decrease in the number of daily trips and P.M. peak hour trips is likely as a result of the proposed FLU amendment. Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition, the proposed *Suburban Residential* FLU designation could generate ±5 P.M. peak hour trips and ±48 daily trips based on the theoretical maximum development of 5 single-family homes.

According to the latest traffic counts for the area, there is sufficient roadway capacity for the traffic that could be generated by the proposed development of the subject property.

Table 1. Roadway Capacity

Roadway Segment:	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity	Volume to Capacity Ratio
Dunlawton Ave. (Peninsula Dr. to Ridgewood Ave.)	D	39,800	30,500	9,300	76.63%
Demotte Ave. (Peninsula Dr. to Cardinal Blvd.)	E	13,640	6,270	7,370	46%

Source: Volusia County 2016 Traffic Counts (most current available data)

No deficiencies have been identified on the existing and future roadway network in this area in the short term (2020) or the long-term (2030).

In addition, the Comprehensive Plan Coastal Zone Management Element (Policy 4.5.2) requires that amendments to the Future Land Use Map for areas within the Coastal High Hazard Area (CHHA) not increase the clearance time for evacuation of the population above 12 hours. The proposed amendment decreases density in the CHHA and would not negatively impact evacuation time.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed land use change. The City's adopted level-of-service (LOS) standard for sanitary sewer is 160 gallons per day per Equivalent Residential Unit. Using this standard, the proposed FLU designation would generate a net decrease of 2,560 gallons of waste water per day based on the theoretical maximum development analysis.

POTABLE WATER

The City has available well and Consumptive Use Permit (CUP) capacity to serve the proposed land use change (Exhibit C). The City's adopted LOS standard for potable water is 180 gallons per day per Equivalent Residential Unit. Using this standard, the proposed FLU designation would demand a net decrease of 2,880 gallons of potable water per day based on the theoretical maximum development analysis.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050. The City's adopted LOS standard for solid waste is 3.21 pounds per person per day. Using this standard, the proposed FLU designation would generate a net decrease of 116 pounds per day of solid waste based on the theoretical maximum development analysis.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use change. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future development of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

According to the City's 2017 Concurrency Management Report, the City has an excess of 68 acres of parkland beyond the currently adopted level-of-service requirement for

parkland. There is available capacity at existing park facilities to accommodate the proposed land use change.

SCHOOLS

The Volusia County School District determined that the proposed development of 5-lot single-family subdivision is exempt from School Concurrency and that capacity exists in the schools for the estimated students anticipated to be generated by the proposed FLU amendment (Exhibit D).

ENVIRONMENTAL CONDITIONS

According to the project engineer, there are no wetlands or surface waters, or critical habitats within the subject property. No listed species were observed on the property. No previously recorded cultural resources have been found on the property either. Any subsequent development will be required to comply with all federal, state, regional and local regulations pertaining to the protection and preservation of valuable environmental resources.

REVIEW CRITERIA AND STAFF FINDINGS

1. *Consistency with the City's Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU category is compatible with adjacent parcels and reduces the allowable density in the Coastal High Hazard Area. All public facilities have adequate capacity to accommodate the proposed amendment.

2. *Compatibility with land use designations for adjacent parcels and neighborhoods.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property is located at the end of South Peninsula Drive and adjacent to a multi-family condominium to the north, single-family homes to the east and south, and the Halifax River to the west (see Table 1 – page 2).

3. *Impacts on public facilities/infrastructure/services.*

Staff finding: The proposed amendment results in decreased impacts to public infrastructure and is not anticipated to have any negative impacts on public infrastructure, facilities or services.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property is located within the Hurricane Vulnerability Zone. The proposed amendment reduces the allowable density in the Coastal High Hazard Area and will not have any negative impact the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will not encourage sprawl. The amendment area is adjacent to existing development, with access to existing infrastructure.

PUBLIC NOTICE

In February 2018, staff posted the property notifying the public of the proposed amendment. The proposed amendment has also been advertised in the *New-Journal* pursuant to Florida Statutes.

STAFF RECOMMENDATION

Staff recommends **approval** of the request to change the FLU designation of ±1.3 acres from *Urban High Density Residential (8-16 units/acre)* to *Suburban Residential (2-4 units/acre)*, and authorization for staff to send the amendment to the required review agencies.

ATTACHMENTS

- Exhibit A – Current and Proposed Future Land Use
- Exhibit B – Current and Proposed Zoning
- Exhibit C – SJRWMD Potable Water Availability Worksheet
- Exhibit D – School District Review Letter

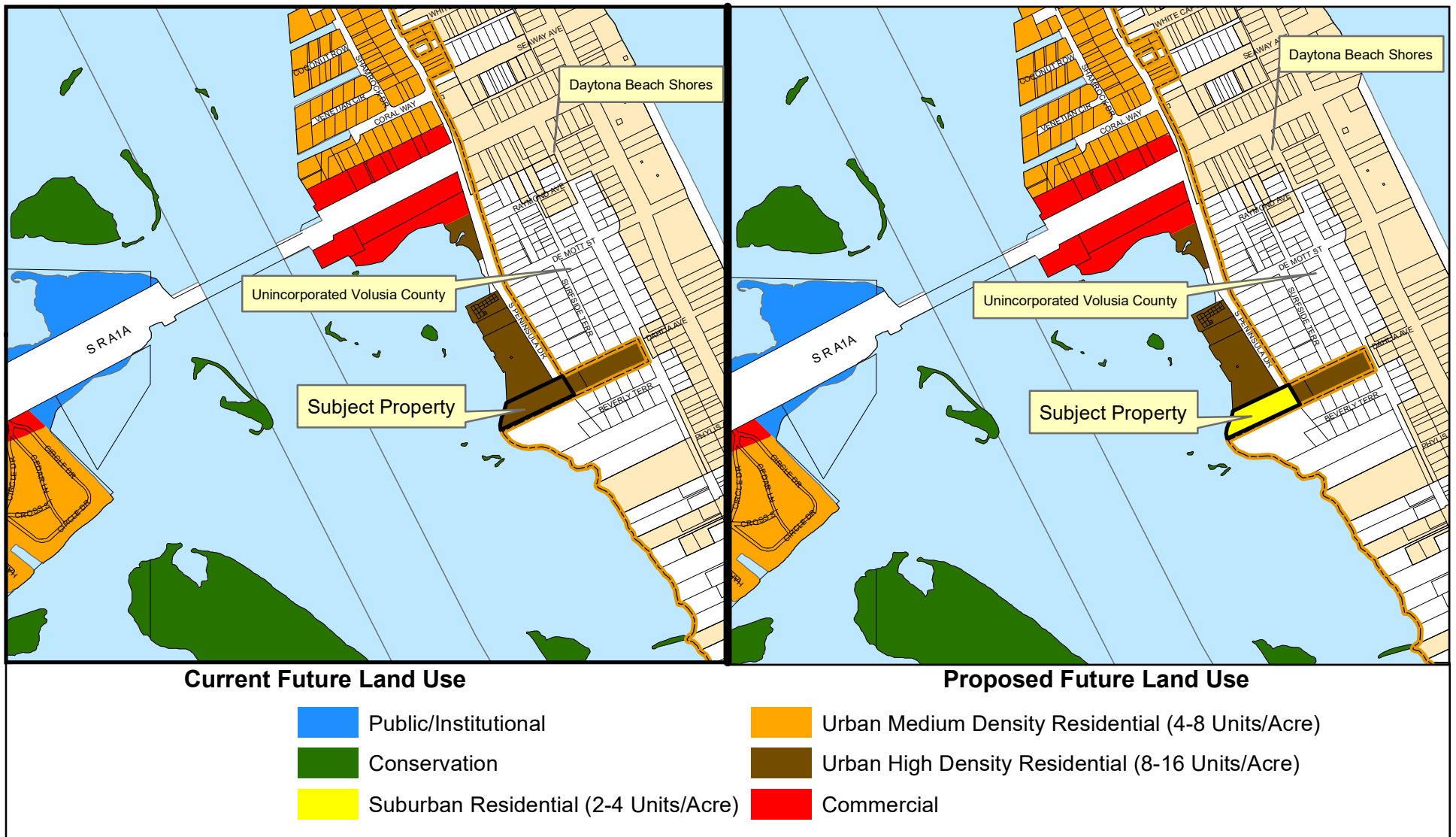


EXHIBIT A

CASE NO. 18-20000001 and 18-65000001

DEPARTMENT OF COMMUNITY DEVELOPMENT



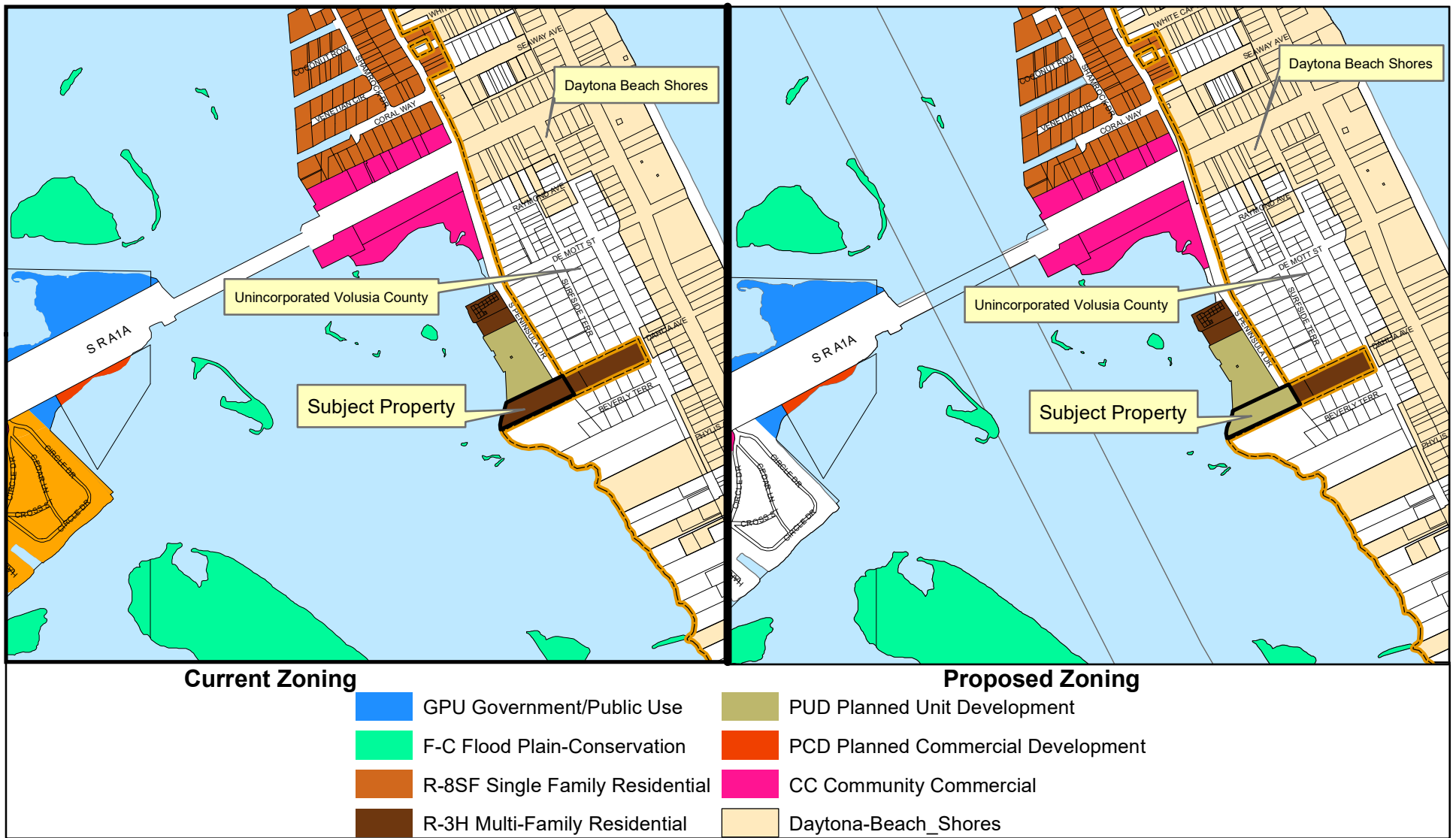


EXHIBIT B

CASE NO. 18-20000001 and 18-65000001

DEPARTMENT OF COMMUNITY DEVELOPMENT





St. Johns River Water Management District Potable Water Availability Worksheet

This worksheet is for use by local governments submitting comprehensive plan amendments to determine the availability of potable water resources to serve proposed development. Instructions and St. Johns River Water Management District (SJRWMD) staff contact information are attached.

1. General Information

Date: March 8, 2018 Case No. 18-20000001(Angler's Cove)
 Contact name: Penelelope Cruz/ Kenny Ho, P.E. Phone: 386-506-5671 E-mail: pcruz@port-orange.org
 Local government: City of Port Orange
 Potable water supplier: City of Port Orange

2. Infrastructure Information

Water treatment plant permit number: 3641044 Permitting agency: FDEP
 Permitted capacity of the water treatment plant(s): 15 million gallons a day (mgd)
 Total design capacity of the water treatment plant(s): 15 mgd
 Are distribution lines available to serve the property? Yes ☒ No ☐
 If not, indicate how and when the lines will be provided: _____
 Are reuse distribution lines available to serve the property? Yes ☒ No ☐
 If not, indicate if, how and when the lines will be provided: _____

3. SJRWMD Consumptive Use Permit (CUP) Information

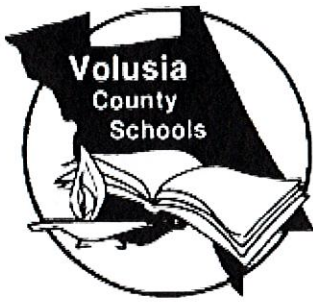
CUP number: 8595 Expiration date: 6/1/22
 Total CUP duration (years): 20
 CUP allocation in last year of permit: 8.97 MGD (annual average)
 Current status of CUP: In compliance ☒ Not in compliance ☐
 Allocations to other local governments: Ponce Inlet as a whole sale customer; Daytona Beach Shores & Volusia County are partially served as retail customers; No specific water usage amount has been recorded or agreed for these local goverments
 Reserved capacity: 0.12 MGD (Based on a estimated 666 ELUs that are permitted but unbuilt at 180 GPD/ELU.) Total committed capacity built and unbuilt is 7.24 MGD - based on 40,239 ELUs at 180 GPD/ELU.

4. Consumptive Use Analysis

	Designate mgd ☒ or mgy ☐
A. Current year CUP allocation:	<u>8.74</u>
B. Consumption in the previous calendar year:	<u>6.01</u>
C. Reserved capacity ☐ or growth projection ☒ (check the one used):	<u>0.18</u>
D. Projected consumption by proposed comprehensive plan amendment areas	<u>0.00</u>
E. Amount available for all other future uses (A - B - C - D = E):	<u>2.55</u>

If the amount in E is zero or a negative number, explain how potable water will be made available for future uses: Please note for "C" - the growth projection is based a historical growth rate of 0.15 MGD - 0.18 MGD calculated from monthly operating reports data (MORs, DEP form 17.1.122 (40)) of the City's Garnsey Water Plant.

This worksheet is available electronically at http://www.sjrwmd.com/programs/outreach/local_gov/



James T. Russell
Superintendent of Schools

FACILITIES SERVICES

3750 Olson Drive, Daytona Beach, Florida 32124
PHONE: 386/734-7190 FAX: 386/506-5056

Page 1 of 1

EXHIBIT D

School Board of Volusia County

Mrs. Linda Cuthbert, Chairman
Dr. John Hill, Vice-Chairman
Mrs. Melody Johnson
Mr. Carl Persis
Mrs. Ida D. Wright

February 12, 2018

Robert C. Hellerman, Jr.
Intracoastal Lots, LLC
855 Old Sugarmill Rd.
Port Orange, FL 32129

Agent: Brad Bauknecht
Newkirk Engineering Inc.
1230 N. US Highway 1, Suite 3
Ormond Beach, FL 32174

RE: Angler's Cove Subdivision – Port Orange
School Concurrency Case #18-01-22-001-X

Dear Mr. Robert C. Hellerman:

The School District has reviewed the project information for the 1.3+/- acre parcel located off Peninsula Dr. near the intersection of Dunlawton Boulevard and Peninsula Drive in the City of Port Orange. The information provided in the school concurrency application and site plan indicates a subdivision of five (5) single family lots.

Please be advised that pursuant to the executed First Amendment to Interlocal Agreement for Public School Facility Planning, a subdivision of less than ten (10) lots receives an exemption status from school concurrency. Regardless of the exemption status, all residential projects are required to be reported to the school district for inclusion in the School Concurrency Management System. Thank you for submitting as required.

If you should have additional questions or require more information, please feel free to contact me at extension 50810.

Sincerely,

Eric A. Kozielski
Planning & GIS Specialist

Cc: James Russell, Superintendent of Schools
Penelope Cruz, City of Port Orange
Project File



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: No

SUBJECT: (H23) First Reading - Ordinance No. 2018-11 – PUD Rezoning and Angler's Cove Master Development Agreement and Conceptual Development Plan (Case No. 18-65000001)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-11, to rezone ± 1.3 -acres from R-3H (multi-family residential) to Planned Unit Development (PUD) and approval of the Angler's Cove Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

SUMMARY: Planning Commission Action (3/22/18): Recommended Approval

The applicant requests to rezone ± 1.3 -acres, located at 3626 S. Peninsula Drive, south of the Admiralty Club condominium, from R-3H (multi-family residential) to Planned Unit Development (PUD) and approval of the Angler's Cove Master Development Agreement (MDA) and Conceptual Development Plan (CDP). If approved, the applicant intends to develop the subject property as a 5-lot single-family lot residential development along with associated subdivision improvements.

If approved, the Angler's Cove MDA and the CDP will provide the regulatory framework for the development of the subject property with a maximum of 5 single-family lots. PUD zoning allows the developer to request flexibility from the standard code requirements. As part of the review of this proposal, the City Council will need to consider the following deviations from the LDC requested by the applicant:

1. Open Space: The proposed MDA provides for 40% private open space on individual lots, similar to conventional zoning, as well as the required 20% common open space. Instead of providing overall project area open space on a separate tract of land in the subdivision, the developer is proposing to provide the open space on the individual lots for the individual property owner to enjoy and maintain. This overall project area open space requirement is only required when property is rezoned to PUD and is typically only feasible on large scale phased residential PUDs. According to the applicant, the focus was to provide additional open space on the lots for the lot owners to have larger private yards, while still providing the required 20% common open space.

2. Sidewalks: The proposed MDA provides for a private street that includes a six-foot-wide pedestrian path on one side of the street. According to the applicant, sidewalks do not exist along Peninsula Drive and there are no anticipated projects to construct sidewalks in this right-of-way or surrounding rights-of-way. The proposed design

provides a six-foot-wide pedestrian path for the residence of Angler's Cove to access the boat dock area.

3. Building Height: The proposed MDA provides a maximum building height of 45' to accommodate 3-story custom home designs that are intended to be built. According to the applicant, the existing zoning of the subject property (R-3H) allows a maximum building height of 45', so the requested maximum building height would not change from what is currently allowed. The applicant believes reducing the allowable density of the property from 21 multi-family units to 5 single-family homes in the Coastal High Hazard Area (CHHA), as well as allowing for custom homes with architecturally appealing designs that will provide for higher property values, is a public benefit and should be considered in the request for a 45' building height.

The staff report is attached for more detail.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance 2018-11 with exhibits	Ordinance 2018-11.pdf
2.	Staff Report	CC Staff Report_Angler's Cove_PUD Rezoning.pdf

Penelope Cruz	Created/Initiated - 04/09/2018
Tim Burman	Approved - 04/09/2018
Shannon Balmer	Approved - 04/19/2018
Jake Johansson	Approved - 04/23/2018
Robin Fenwick	Final Approval - 04/23/2018

ORDINANCE NO. 2018-11

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING
PROPERTY CONSISTING OF APPROXIMATELY
±1.3 ACRES LOCATED AT 3626 SOUTH
PENINSULA DRIVE, SOUTH OF THE ADMIRALTY
CLUB CONDOMINIUM FROM R-3H (MULTI-FAMILY
RESIDENTIAL) TO PUD (PLANNED UNIT
DEVELOPMENT) AND APPROVING A MASTER
DEVELOPMENT AGREEMENT AND CONCEPTUAL
DEVELOPMENT PLAN FOR THE ANGLER'S COVE
PUD; PROVIDING FOR CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY
AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the property owner has requested the rezoning of the property consisting of approximately ±1.3 acres from Volusia County R-3H (Multi-Family Residential) to City of Port Orange Planned Unit Development (PUD); and

WHEREAS, the city and Developer desire to enter into the Angler's Cove Planned Unit Development A Residential PUD Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP");

WHEREAS, Developer submitted a request to the Planning Commission to approve the MDA and CDP for Angler's Cove A Residential PUD; and

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

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed Angler's Cove Planned Unit Development A Residential PUD Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the property consisting of approximately ±1.3 acres located at 3626 South Peninsula Drive described in **Exhibit "1"**, attached hereto, from Volusia County R-3H (Multi-Family Residential) to City of Port Orange PUD.

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

Section 3. The City Council of the City of Port Orange does hereby approve the Angler's Cove Planned Unit Development A Residential PUD Master Development Agreement ("MDA"), attached hereto as **Exhibit "3"**.

Section 4. The Mayor and City Manager are hereby authorized to execute said Angler's Cove Planned Unit Development A Residential PUD Master Development Agreement on behalf of the City of Port Orange.

Section 5. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 8. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

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

EXHIBIT "1"

LEGAL DESCRIPTION

Tax Parcel: 02-16-33-06-00-0160

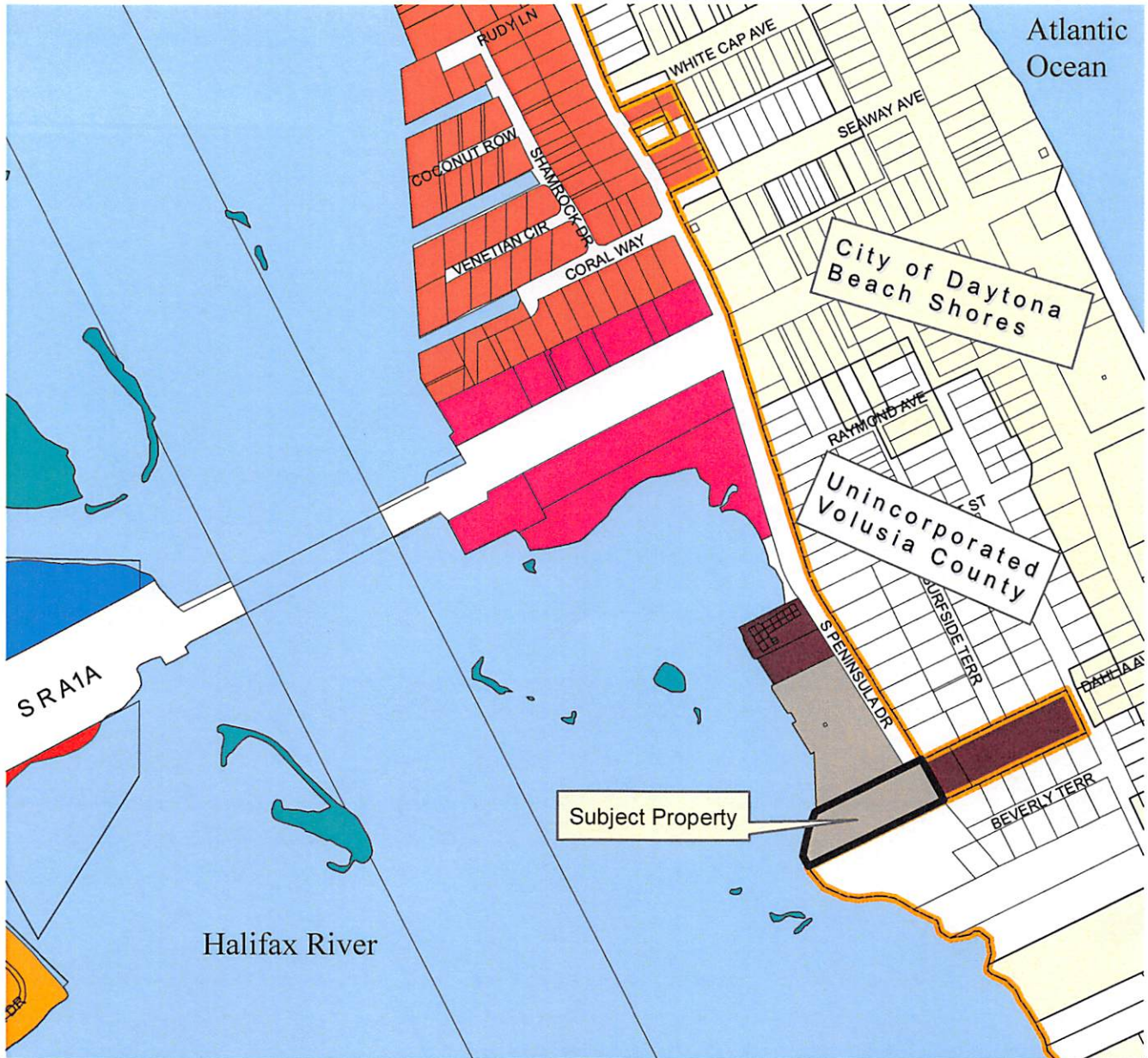
BEING A PORTION OF THE SOUTH 140 FEET OF THE NORTH 740 FEET OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, ACCORDING TO THE MAP IN MAP BOOK 11, PAGE 107 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF ADMIRALTY CLUB AS RECORDED IN MAP BOOK 33 PAGES 71 THROUGH 74, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 64 DEGREES 03 MINUTES 58 SECONDS EAST ON AN EASTERLY EXTENTION OF THE SOUTHERLY LINE OF SAID ADMIRALTY CLUB, SAID LINE ALSO BEING THE NORTHERLY LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 6441, PAGES 4368 THROUGH 4369, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 59.90 FEET TO THE NORTHEASTERLY CORNER OF SAID OFFICIAL RECORD BOOK 6441, PAGES 4368 THROUGH 4369; THENCE SOUTH 25 DEGREES 27 MINUTES 34 SECONDS EAST, A DISTANCE OF 139.95 FEET TO THE SOUTHEASTERLY CORNER OF SAID OFFICIAL RECORD BOOK 6441, PAGES 4368 THROUGH 4369, SAID POINT BEING ON THE SOUTH LINE OF THE SOUTHERLY 140 FEET OF THE NORTHERLY 740 OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION; THENCE SOUTH 64 DEGREES 04 MINUTES 24 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 438.54 FEET TO A POINT THE EASTERLY TOP OF BANK OF THE HALIFAX RIVER; THENCE NORTH 45 DEGREES 12 MINUTES 59 SECONDS WEST, A DISTANCE OF 14.73 FEET; THENCE NORTH 30 DEGREES 53 MINUTES 09 SECONDS WEST, A DISTANCE OF 9.95 FEET TO A POINT ON THE WESTERLY FACE OF SEAWALL; THENCE CONTINUE ALONG SAID WESTERLY FACE OF SEAWALL NORTH 19 DEGREES 20 MINUTES 01 SECONDS WEST, A DISTANCE OF 9.44 FEET; THENCE NORTH 08 DEGREES 49 MINUTES 13 SECONDS EAST, A DISTANCE OF 45.18 FEET ; THENCE NORTH 13 DEGREES 53 MINUTES 21 SECONDS EAST, A DISTANCE OF 9.42 FEET; THENCE NORTH 16 DEGREES 52 MINUTES 09 SECONDS EAST, A DISTANCE OF 18.44 FEET; THENCE NORTH 18 DEGREES 06 MINUTES 38 SECONDS EAST, A DISTANCE OF 39.90 FEET; THENCE NORTH 18 DEGREES 18 MIUNTES 09 SECONDS EAST, A DISTANCE OF 28.18 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF AFOREMENTIONED ADMIRALTY CLUB; THENCE ALONG SAID SOUTHERLY LINE NORTH 64 DEGREES 03 MINUTES 58 SECONDS EAST, A DISTANCE OF 292.72 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.3 ACRES MORE OR LESS.

EXHIBIT "2"



- | | |
|---|--|
|  GPU Government/Public Use |  RMH Residential Mobile Home |
|  F-C Flood Plain-Conservation |  PUD Planned Unit Development |
|  R-8SF Single Family Residential |  PCD Planned Commercial Development |
|  R-3H Multi-Family Residential |  CC Community Commercial |



Zoning

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT



EXHIBIT "3"

ANGLER'S COVE PLANNED UNIT DEVELOPMENT

A RESIDENTIAL PUD

MASTER DEVELOPMENT AGREEMENT

City of Port Orange, a Florida municipal corporation (the "City"), and **Intracoastal Lots, LLC**, a Florida Limited Liability Corporation (the "Developer"), hereby covenant and agree, and bind their successors and assigns as follows

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development (PUD), commonly known as "Angler's Cove", involves approximately 1.318+/- acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under unified ownership of Intracoastal Lots, LLC, signatory to this Agreement. Developer shall deliver to the City a certified copy in recordable form of the Statement of Authority for Intracoastal Lots, LLC. Delivery shall occur prior to approval by the City. This Agreement between the City and Developer shall revoke any and all prior development agreements applicable to the Property.

2. DEVELOPMENT CONCEPT

The Angler's Cove PUD provides for a detached, single-family residential development that protects the low to moderate-density character of the Peninsula Road area. The project provides five lots, landscape buffers and ensures that the project is compatible with the surrounding, existing neighborhoods.

3. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Angler's Cove Planned Unit Development, A Residential PUD Master Development Agreement (the "Agreement") and the Conceptual Development Plan, attached hereto as Exhibit "B", for the Property which generally depicts the planned layout of private access road, lots, and other

planned features or improvements to the Property and demonstrates the lot coverage requirements available to lot owners within the PUD. Collectively, this Master Development Agreement and the Conceptual Development Plan for the Property may be referred to as the “Plan”. In the event of a conflict between the terms and provisions of the Master Development Agreement and the graphic illustrations of the Conceptual Development Plan, the Master Development Agreement shall control. If the Master Development Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Development Plan. If the Plan fails to address a particular subject or requirements, the requirements of the applicable city ordinances in effect at the time of development, as defined by the city of Port Orange Land Development Code (LDC), shall control. The parties acknowledge that compliance with the City’s Land Development Code (LDC) may necessitate modification of the Conceptual Development Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Development Plan are not in conflict with the textual provisions of this Agreement and any City ordinances not superseded by this Agreement, the modifications shall be deemed “minor” and may be approved without formal amendment of this Agreement. Minor modifications shall require the City Administrative Official’s written approval. If the Developer is not satisfied with the suggested resolution of any problem or the decision by the City Administrative Official categorizing the modification as minor or major, the Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

The developer shall provide a written notice in the covenants and restrictions and in each contract for sale and purchase of lots in the Angler’s Cove PUD stating as follows: Accessory structures shall not be permitted to be located in the perimeter landscape buffers established in

Section 10 of the MDA. Buildings on the lots shall not be permitted to exceed the total building lot coverage requirements established in Section 4 of the Master Development Agreement.”

4. USAGE OF THE PROPERTY

A. Permitted Uses

The property shall be used for residential purposes and developed as a residential community with common open space and other buffers as specified herein. The project shall be developed for a maximum of 5 single-family, detached dwelling units for a maximum density of 3.8 dwelling units per acre. When considered in light of other housing and community choices in the vicinity, the Angler’s Cove PUD will provide for a compatible residential development that is consistent with surrounding land use pattern and will protect the character of the existing residential subdivisions in the vicinity to the Angler’s Cove PUD by only permitting custom-built, single-family detached dwellings.

The property has one land use classifications shown on the adopted Future Land Use Map and Official Zoning Map. A small scale Comprehensive Land Use Amendment shall be applied to reduce the density from “Urban High Density Residential” (8-16 units/acre) to “Suburban Residential” (2 – 4 units/acre). The project overall density of 3.8 dwelling units shall be consistent with the density requirements assigned to the “Suburban Residential” land uses as contained on the adopted Future Land Use Map. The design also provides for a compatible transition between the varying densities of the surrounding properties.

There are stormwater swales shown on the Conceptual Development Plan that will require approval by the City and Florida Department of Environmental Protection. The developer is allowed to use the fill material resulting from the excavation of these swales in the development of the subject property; however, the property cannot be used for commercial mining and excavation uses (also known as a “borrow-pit”), but the Developer is authorized to

remove excess soil from the property after the site has been filled and graded in accordance with the engineering plans approved by the City for the final subdivision plat. Stockpiling of fill material excavated from the site may be allowed on the site subject to the provisions of the City of Port Orange Land Development Code and Standard Construction Details.

B. Dimensional Requirements

Lot dimensions and configurations within the PUD are generally depicted on the Conceptual Development Plan. The lot sizes and configurations shall comply with the minimum dimensional requirements attached hereto as Exhibit “C”. The lot dimensions and areas shown on Exhibits “B” may be adjusted during the final subdivision process.

The total number of residential units in the development shall not exceed five (5) dwelling units or a gross project density of 3.8 dwelling units per acre. The existing zoning R-3H allows a maximum building height of 45 feet. The maximum building height for these custom homes within Angler’s Cove PUD shall not exceed 45 feet.

1. Minimum Building Setbacks (principal structure):

- a. Exhibit “C” provides the minimum lot area, lot width, front, side, corner-side yard and rear setbacks established for all lots.

- 2. Minimum Air-Conditioned Floor Area 2,500 sq. ft.
- 3. Minimum Enclosed Garage Floor Area: 500 sq. ft.
- 4. Maximum Building Coverage: 40%
- 5. Maximum Impervious Coverage: 60%
- 6. Minimum Open Space: 40%
- 7. Lot width shall be measured at the front building setback line.

C. Open Space

Lots within the Angler's Cove PUD shall have a minimum open space of forty (40%) percent of each lot and twenty (20%) percent of the project area shall be common open space.

The Angler's Cove PUD shall reflect open space within the following:

- i. Perimeter landscape buffers: 5 feet along the north, south east, and west property boundary, as shown on the Conceptual Development Plan;
- ii. Stormwater swale areas;
- iii. Front, rear, side and corner-side yard setbacks of the individual lots;
- iv. Boat dock and slips;
- v. Tract "A", shown on the Plat.

5. PHASING

The construction of all subdivision infrastructure and the northern landscape buffer shall be completed in Phase I. The construction of individual homes will occur in future phases. Construction of the Boat Docks as generally depicted on the Conceptual Development Plan and the installation of the western landscape buffer, shall be complete prior to issuance of the Certificate of Occupancy on the second lot submitted for development.

6. SANITARY WASTE, STORMWATER, AND POTABLE WATER

The Developer will extend water and sewer lines to serve the PUD Property and the development authorized herein and the water and sewer lines shall be public utilities. If the City desires to extend the water and sewer lines prior to the Developer's need for installation of the Developer's lines, the Developer shall grant the necessary utility easements to the City and the City shall install and pay for such lines. All lines and other necessary infrastructure shall be sized adequately to serve both the adjoining property and the lots within the PUD. Stormwater shall retain one inch over each lot as generally depicted on the Conceptual Development Plan.

The easements required by the City's LDC are generally depicted on the Conceptual Development Plan. The Developer shall comply with the City's LDC and the rules and regulations of the Florida Department of Environmental Protection concerning stormwater drainage.

7. DRIVEWAY AND CONNECTIVITY

The twenty (20) foot wide roadway within the Development shall be private and have a thirty (30) foot Access, Drainage and Utility easement provided to the City as generally depicted on the Conceptual Development Plan.

Developer acknowledges and agrees the owner of the property identified as 3633 Peninsula Drive, Port Orange, Florida, Tax Parcel ID. 02-16-33-03-00-0162 ("Benefitting Party") holds an access easement over a portion of the Property pursuant to the easement originally granted in Official Records Book 2215, Page 1342, Public Records, Volusia County, Florida.

Developer acknowledges and agrees that development of the Property is subject to the terms and conditions of an access easement for ingress/egress conveyed via deed to the owner of the adjacent property, identified as 3633 Peninsula Drive, Port Orange, Florida, having a Tax Parcel ID. 02-16-33-03-00-0162 ("Benefitting Party"), pursuant to Official Records Book 2215, Page 1342, Public Records, Volusia County, Florida. Further, Developer acknowledges and agrees that the development and future use of the Property shall not interfere with the Benefitting Party's use and enjoyment of the easement premises, as referenced herein and generally shown on the CDP. The Benefitting Party shall not be responsible for maintenance of the improvements within the easement premises, defined herein, associated with development of the Property.

The Developer acknowledges that the owner/resident at 3633 South Peninsula Drive, Port Orange, Florida, Tax Parcel ID. 02-16-33-06-00-0162 has full access through Angler's Cove

property per OR Book 2215, Pages 1342-1343. An additional easement agreement for pedestrian and vehicular access, ingress, and egress: above ground and underground drainage; and storm water retention and maintenance shall be entered into by and between the owner of 3633 South Peninsula Drive, Port Orange, Florida, Tax Parcel ID: 02-16-33-06-00-0162 and Intracoastal Lots, LLC, owner of the "Property".

An entrance gate shall be constructed and only allow access to each of the five lot owners and the owner/resident 3633 South Peninsula Drive, Port Orange, Florida, Tax Parcel ID. 02-16-33-06-00-0162. City of Port Orange and emergency vehicles and government services shall be granted access by whatever means required by the LDC and approved by the City's Fire Marshall.

8. IMPACT FEE CREDIT

The development of the Angler's Cove PUD shall comply with the transportation concurrency management requirements established in the City of Port Orange Comprehensive Plan and LDC. Nothing in this Agreement shall be construed as a waiver by the Developer of its right to pursue impact fee credits for any and all work performed by the Developer for which impact fee credits can be awarded.

9. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES

The Developer form and incorporate a non-profit homeowners' association (the "HOA") which will operate, maintain and control, subject to other documents of record, the common areas, and common facilities, including but not limited to all roads, gate entry, docks and storm water drainage systems within the PUD and the entrance features and areas to the PUD. The Admiralty Club Association located at 3606 South Peninsula Drive, Port Orange, Florida, shall be provided access through the 30-foot access easement for maintenance of their concrete masonry wall that extends on the north property line of the "Property". The maintenance for the

gate entry shall be shared by all five lots and the responsibility of the HOA and shall not be the responsibility of the property owner of 3633 South Peninsula Drive, Port Orange, Florida, Tax Parcel ID. 02-16-33-03-00-0162, residence.

The general scope and format of the homeowners' association documents, and the covenants and restrictions, will be similar in concept to the documents of similar property owners' associations in Port Orange. In addition, there shall be architectural and development standards incorporated within the covenants and restrictions to ensure that only custom homes are constructed within the PUD. The covenants and restrictions governing the Property and association responsibilities shall be executed and recorded in the Public records of Volusia County, Florida. The HOA will have a board of directors to legislate and govern the rules and orders of the HOA. The HOA board will have the means and authority to carry out and regulate the by-laws and restrictions governing the maintenance, operation and repairs of all common areas and facilities. Not only will the board of directors be able to regulate and govern the common area; the board will also regulate each member requiring the maintenance and service of their own individual building site. The HOA rules may be enforced by fines and liens upon the individual building sites and any other remedy available at law. The HOA may charge and collect dues to maintain operate and service all common facilities on the Property. The HOA will have authority to place a lien against individual building sites to collect unpaid HOA dues. The owner of each lot within the Property will automatically become a member of the HOA by virtue of purchasing a building site subject to the rules, covenants, and restrictions of the HOA. The HOA will have the authority and means to hire, supervise, and regulate persons employed by them for the maintenance, repair and operation of common areas and facilities. If the association fails to perform the maintenance, repair or replacement, as necessary, of the stormwater drainage facility, the City shall have the right to enter upon the common area of the

PUD and to provide the maintenance, repair, or replacement of the stormwater drainage facility and shall have the right to lien all owners of record in the PUD for the cost of such maintenance, repair, and replacement as the City may deem necessary. If requested by the City and as otherwise needed for plat improvements, the Developer will provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer, and electricity. The Developer may from time to time add additional covenants and restrictions or make changes in the Association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement. The HOA shall be responsible for enforcing the requirement for “custom-built” homes. Prior to plans stamped “Approved for Construction”, Developer shall be required to submit the permit for construction of the Boat Dock along with any required fees and additional permits as otherwise required by law, including but not limited to the Volusia County Manatee Protection fees and development fees as required by Chapter 9, Article 3, Section 27 of the City’s LDC, as may be amended from time to time.

10. PROJECT BUFFERS AND LANDSCAPING

In order to comply with the requirements of Chapter 13, Section 3 and 3.5 of the Port Orange LDC, a perimeter buffer shall be provided as shown on the Conceptual Development Plan and shall comply with the following standards and requirements. The intent of the landscape buffer is to provide a protected green space separation between the project and surrounding neighborhoods. There shall be a perimeter buffer with a width of five (5’) feet along the north, south, east and west property boundaries of the Angler’s Cove PUD, as shown in the Conceptual Development Plan. Landscaping within the perimeter buffers shall have at a minimum two (2) shade trees, two (2) understory trees and twenty (20) shrubs per 100-linear feet only on the Northern and Western perimeter boundary, all other borders will remain as existing

conditions or at time of each lot build out shall be required to the minimum landscape requirements of the Port Orange LDC. Existing vegetation in the perimeter buffer that may remain undisturbed shall count towards the landscaping requirements for the buffer. Existing vegetation that is determined by the City to be invasive exotics, diseased/dying and/or interfering with required extension of utilities may be removed, provided that any viable protected or specimen trees shall be mitigated in accordance with the City of Port Orange LDC, as amended. The landscape plans required for the final plat shall account for the removal and mitigation of trees within the perimeter buffers. No structures, primary or accessory, will be allowed within the 5' perimeter buffer, except for fencing, installed as depicted in the Conceptual Development Plan. The Angler's Cove HOA shall establish maintenance standards in the covenants and restrictions for the landscape/buffer easements. The covenants and restrictions shall provide for procedures to allow the HOA to notice individual lot owners that the landscape is not being maintained in accordance with the standards established in the covenants and restrictions. There also shall be provisions within the covenants and restrictions that allow the HOA to enter the individual lots to conduct maintenance within the landscape buffer to ensure that the minimum maintenance standards are being upheld. The covenants and restrictions shall include provisions for the HOA to charge the individual lot owners for the costs of the HOA maintaining the landscape buffer.

12. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction, the Developer will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The PUD shall comply with the tree preservation requirements of the City's LDC. The Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida

Game and Freshwater Fish Commission concerning gopher tortoises. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Development Plan.

13. EXPIRATION

The duration of this Agreement shall not exceed ten (10) years from the date of its execution. This Agreement may be extended for an additional five (5) year term by mutual consent of the Developer and the City subject to a public hearing. Development of the Angler's Cove PUD shall commence within three (3) years from the date of execution of this Agreement. Failure to comply with the schedule set out above shall cause this Agreement to lapse unless the schedule is modified by mutual agreement of the Developer and the City. Development shall be as defined by the LDC.

14. EFFECTIVE DATE

This agreement shall become effective upon recording in the public records of Volusia County, Florida.

15. AMENDMENTS

Amendments to this Agreement and Conceptual Development Plan shall comply with the requirements established in Chapter 3, Article 1 and Chapter 17, Section 17 of the City of Port Orange Land Development Code. The City may grant administrative variance from the dimensional requirements of this PUD when deemed appropriate by the administrative official. Application for administrative variances from the dimensional requirements of this PUD shall be made on the appropriate forms provided by the City for that purpose and shall be accompanied by the appropriate review fee. In no case shall an administrative variance be granted when such variance exceeds ten percent of the required dimension.

16. CONFORMANCE WITH THE LAWS

The developer agrees:

A. To develop the property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property.

B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development or approved development phases, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Developer's successors in title will be bound by the Developer's commitments made in this Agreement.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

17. ENFORCEABILITY

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

18. PRIOR AGREEMENTS

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

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

Signed, sealed and delivered
in the presence of

THE CITY OF PORT ORANGE, FLORIDA
a Florida municipal corporation

Witness 1 Signature

By: Donald O. Burnette, Mayor

Print Name of Witness 1

Attest:

Witness 2 Signature

By: Robin Fenwick, City Clerk

Print Name of Witness 2

STATE OF FLORIDA COUNTY OF _____

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

Notary Type, Print or Stamp Name

My commission expires _____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of __, 2018, by Robin Fenwick, City Clerk of The City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Type, Print or Stamp Name

My commission expires _____

DEVELOPER:

Intracoastal Lots, LLC, a Florida Limited Liability Company

By: Intracoastal Lots, LLC, a Florida Limited Liability Company, Manager

By: _____
Robert C. Hellermann, Jr.,
Managing Member
Intracoastal Lots, LLC

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Robert C. Hellermann, Jr., Managing Member of Intracoastal Lots, LLC, a Florida Limited Liability Company, Manager of Intracoastal Lots, LLC, a Florida Limited Liability Company. He/she is personally known to me OR has produced _____ as identification.

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

EXHIBIT "A"

LEGAL DESCRIPTION

Angler's Cove Planned Unit Development

Legal Description

Tax Parcel: 02-16-33-06-00-0160

BEING A PORTION OF THE SOUTH 140 FEET OF THE NORTH 740 FEET OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, ACCORDING TO THE MAP IN MAP BOOK 11, PAGE 107 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF ADMIRALTY CLUB AS RECORDED IN MAP BOOK 33 PAGES 71 THROUGH 74, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 64 DEGREES 03 MINUTES 58 SECONDS EAST ON AN EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID ADMIRALTY CLUB, SAID LINE ALSO BEING THE NORTHERLY LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 6441, PAGES 4368 THROUGH 4369, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 59.90 FEET TO THE NORTHEASTERLY CORNER OF SAID OFFICIAL RECORD BOOK 6441, PAGES 4368 THROUGH 4369; THENCE SOUTH 25 DEGREES 27 MINUTES 34 SECONDS EAST, A DISTANCE OF 139.95 FEET TO THE SOUTHEASTERLY CORNER OF SAID OFFICIAL RECORD BOOK 6441, PAGES 4368 THROUGH 4369, SAID POINT BEING ON THE SOUTH LINE OF THE SOUTHERLY 140 FEET OF THE NORTHERLY 740 OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION; THENCE SOUTH 64 DEGREES 04 MINUTES 24 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 438.54 FEET TO A POINT THE EASTERLY TOP OF BANK OF THE HALIFAX RIVER; THENCE NORTH 45 DEGREES 12 MINUTES 59 SECONDS WEST, A DISTANCE OF 14.73 FEET; THENCE NORTH 30 DEGREES 53 MINUTES 09 SECONDS WEST, A DISTANCE OF 9.95 FEET TO A POINT ON THE WESTERLY FACE OF SEAWALL; THENCE CONTINUE ALONG SAID WESTERLY FACE OF SEAWALL NORTH 19 DEGREES 20 MINUTES 01 SECONDS WEST, A DISTANCE OF 9.44 FEET; THENCE NORTH 08 DEGREES 49 MINUTES 13 SECONDS EAST, A DISTANCE OF 45.18 FEET ; THENCE NORTH 13 DEGREES 53 MINUTES 21 SECONDS EAST, A DISTANCE OF 9.42 FEET; THENCE NORTH 16 DEGREES 52 MINUTES 09 SECONDS EAST, A DISTANCE OF 18.44 FEET; THENCE NORTH 18 DEGREES 06 MINUTES 38 SECONDS EAST, A DISTANCE OF 39.90 FEET; THENCE NORTH 18 DEGREES 18 MINUTES 09 SECONDS EAST, A DISTANCE OF 28.18 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF AFOREMENTIONED ADMIRALTY CLUB; THENCE ALONG SAID SOUTHERLY LINE NORTH 64 DEGREES 03 MINUTES 58 SECONDS EAST, A DISTANCE OF 292.72 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.3 ACRES MORE OR LESS.

EXHIBIT "B"
CONCEPTUAL DEVELOPMENT PLAN

INTENTIONALLY LEFT BLANK

EXHIBIT "C"

MINIMUM DIMENSIONAL REQUIREMENTS

Lot Number	Minimum Lot Area	Minimum Lot Width	Front Setback	Side Setback	Rear Setback	Rear Buffer Easement
1	7,500	75	25	7.5	20	5
2	7,500	75	25	7.5	20	5
3	7,500	75	25	7.5	20	5
4	7,500	75	25	7.5	20	5
5	7,500	75	25	7.5	20	5



STAFF REPORT

PUD Rezoning and Angler's Cove Master Development Agreement and Conceptual Development Plan
CASE NO. 18-65000001

REQUEST:	Rezone ± 1.3 acres from R-3H to Planned Unit Development (PUD) and approve the Angler's Cove Master Development Agreement (MDA) and Conceptual Development Plan (CDP).
LOCATION:	3626 S. Peninsula Drive (Figure 1 - Location Map)
APPLICANT/OWNER:	Robert C. Hellermann, Jr.
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION DATE:	Recommended Approval (March 22, 2018)
CITY COUNCIL DATE:	May 1, 2018

INTRODUCTION

The applicant requests to rezone ± 1.3 -acres from R-3H (multi-family residential) to Planned Unit Development (PUD) and approval of the Angler's Cove Master Development Agreement (MDA) and Conceptual Development Plan (CDP). If approved, the applicant intends to develop the subject property as a 5-lot single-family lot residential development along with associated subdivision improvements. The subject property is located at 3626 S. Peninsula Drive, south of the Admiralty Club condominium (Figure 1 - Location Map).

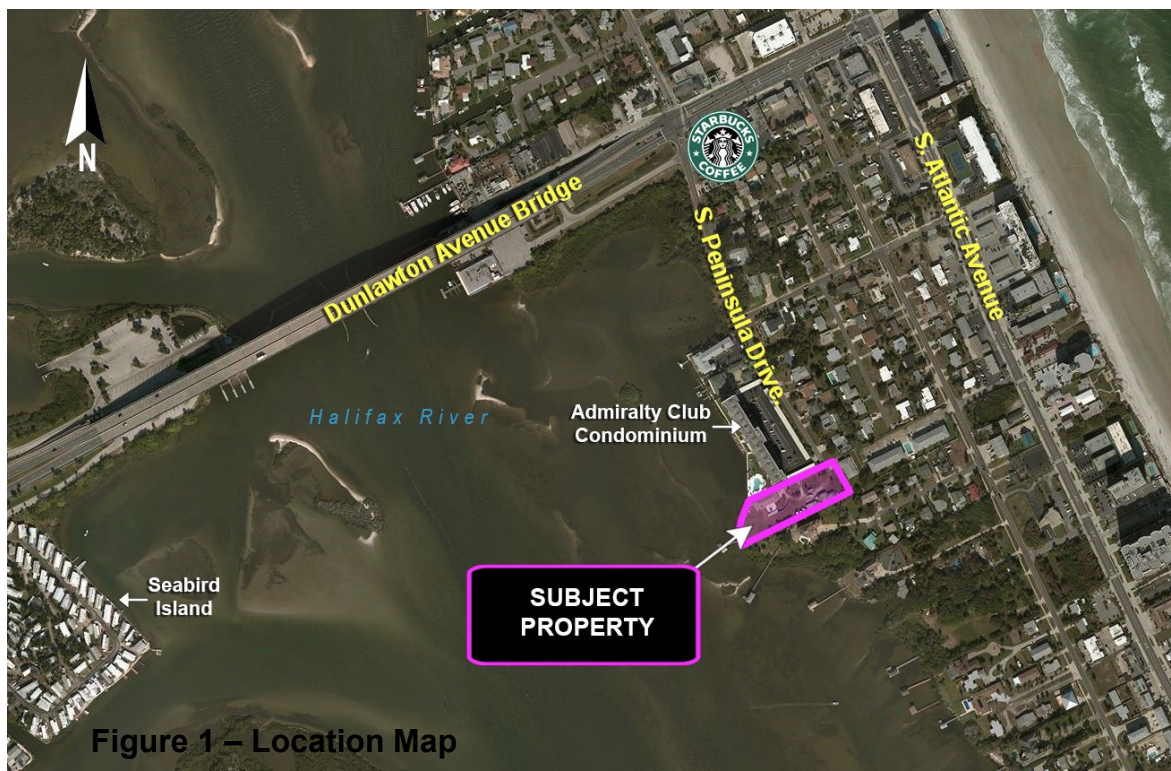


Figure 1 – Location Map

According to the Land Development Code (LDC), the proposed MDA constitutes a zoning document for the subject property, establishing permitted uses and certain development requirements. A MDA and CDP does not grant approval of any specific development itself, but rather establishes parameters for how the property can be developed. Some flexibility from the standard code requirements is offered with the goal of creating a better quality project. The CDP is an exhibit to the proposed MDA that includes the general location and size of the residential lots, parking, landscape buffers, screening, utilities, and drainage areas.

Specific subdivision development requirements listed in the MDA and LDC, such as the type and location of trees and shrubs in the landscape buffers, location and size of the stormwater pipes, and water, sewer, and reclaim lines, roadway design, and other subdivision requirements are finalized with the subdivision plans. The subdivision plan is typically a 30 to 50-page set of technical documents that are signed and sealed by a licensed engineer and contain extensive engineering and construction details. The subdivision plans for the Angler's Cove Subdivision are required to be designed to meet the requirements of the LDC and the proposed MDA.

CONSISTENCY WITH COMPREHENSIVE PLAN

The applicant has applied to change the Future Land Use (FLU) designation of the property from *Urban High Density Residential (8-16 units/acre)* to *Suburban Residential (2-4 units/acre)*. The proposed rezoning to PUD and the MDA and CDP are consistent with the type of land use and density allowed by the *Suburban Residential* FLU designation. The proposed FLU amendment will reduce the maximum density from 21 units to 5 units. General infrastructure capacity for the proposed FLU amendment of the ±1.3 acres is evaluated in the staff report for the FLU amendment (Case No. 18-20000001).

The overall density of the project is consistent with the *Suburban Residential* FLU designation. The proposed MDA to allow 5 single-family lots (3.8 units/acre) is consistent with the intent of the proposed future land use designation.

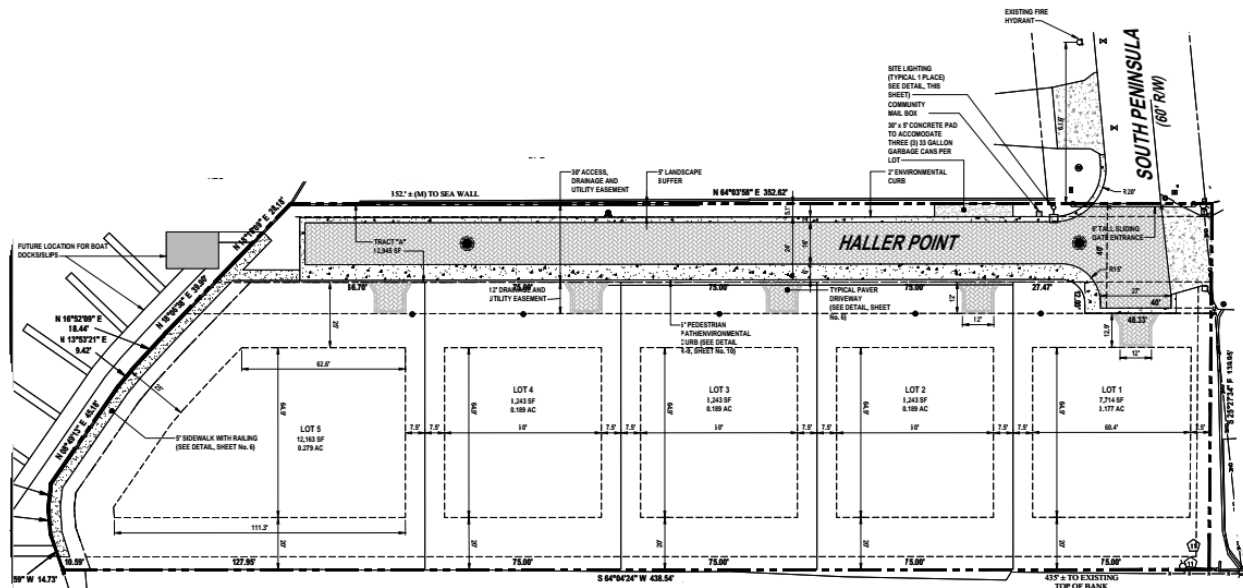
DEVELOPMENT PROPOSAL

If approved, the Angler's Cove MDA and the CDP (Exhibit C) will provide the regulatory framework for the development of the subject property with a maximum of 5 single-family lots. The following discussion will focus on the significant aspects of the proposed MDA and CDP such as general site layout, access, setbacks, lot dimensions, landscape buffers, traffic and other infrastructure capacity.

General Layout

The Conceptual Development Plan (CDP) shows the general lot layout for the proposed 5-lot single-family home subdivision (Figure 2 of the Staff Report and Exhibit B of the MDA). The general layout and improvements associated with this development will comply with the requirements of the Land Development Code (LDC) and the MDA.

Figure 2. Angler's Cove Conceptual Development Plan



Dimensional Building and Lot Requirements

The proposed MDA provides the dimensional requirements for the proposed residential lots for the subdivision. The proposed building setback and lot requirements in the MDA are generally consistent with City's standard R-7SF zoning district that permit single-family homes on a minimum 7,500 SF lots (Table 1). The proposed development provides the majority of its open space on the individual lots instead of in common areas. The overall amount of open space for the PUD is generally consistent with other developments, but it is allocated differently.

Table 1. Dimensional Requirements Comparison

Zoning	Minimum Lot Area	Minimum Lot Width	Maximum Building Coverage	Minimum Open Space	Front Setback	Side Setback	Rear Setback	Maximum Building Height
Angler's Cove (Proposed PUD)	7,500 SF	75'	40%	40%	25'	7.5'	20'	45'
R-7SF Single-Family Residential	7,500 SF	75'	35%	30%	25'	7.5'	20% of lot depth or 20 feet, whichever is greater	35'

Roadway and Access

The road within the development will be private and constructed to a standard on the CDP. Access to the development will be provided from Peninsula Drive via a gated entrance at the end of Peninsula Drive. A pedestrian path within the development will also be private and constructed to a standard on the CDP. There are currently no public sidewalks in the Peninsula Drive right-of-way to connect to the private pedestrian path.

Traffic

The proposed subdivision will be required to comply with the City's Concurrency Management requirements in the LDC. According to the Institute of Transportation

Engineers (ITE) Trip Generation Manual, 9th Edition, the proposed 5-lot single-family subdivision could generate ± 5 P.M. peak hour trips and ± 48 daily trips. The ITE Trip Generation Manual is nationally recognized for conducting site impact studies, determining on-site circulation patterns, performing management studies, and determining traffic signal timing.

Based to the daily trip generation for the proposed subdivision, the project is de minimus as it relates to transportation facilities because the trips do not affect more than one percent of the maximum volume at the adopted level-of-service for the adjacent roadways and would not cause the maximum volume on a non-hurricane evacuation route to exceed 110 percent. According to the latest traffic counts for the area, there is sufficient roadway capacity for traffic that could be generated by the proposed development.

Table 2. Roadway Capacity

Roadway Segment:	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity	Volume to Capacity Ratio
Dunlawton Ave. (Peninsula Dr. to Ridgewood Ave.)	D	39,800	30,500	9,300	76.6%
Demotte Ave. (Peninsula Dr. to Cardinal Blvd.)	E	13,640	6,270	7,370	46%

Source: Volusia County 2016 Traffic Counts (most current available data)

No deficiencies have been identified on the existing and future roadway network in this area in the short term (2020) or the long-term (2030).

Open Space

The proposed MDA requires 40% private open space on each individual lot and 20% of the subject property to be developed as common open space (Tract "A" on the CDP).

The proposed common open space includes the north and west landscape buffers, the paver private road and pedestrian path, and a common boat dock area.

The R-7SF zoning category, which is the most comparable conventional City zoning category to what is proposed in the PUD, requires a minimum of 30% open space for a lot and does not require common open space. The proposed PUD requires a minimum 40% of open space for each lot and provides for 20% common open space.

Tree Preservation, Landscaping, and Wetland

The proposed development will comply with the landscape and tree preservation requirements of the City's LDC. A formal review of the landscaping and tree preservation will occur with the review of the subdivision plat and plans to verify compliance with the MDA and the LDC.

The proposed MDA requires any proposed development to comply with the existing City regulations pertaining to protected wildlife species, wetlands and tree preservation. Any wetland impacts identified during subdivision plan review will require permitting and appropriate mitigation through St. Johns River Water Management District (SJRWMD).

Potable Water and Sanitary Sewer

The proposed subdivision will be served by potable water and sanitary sewer. All lots will be provided with stub-outs for utilities. The developer will construct potable water and sanitary sewer lines in accordance with the utility plan for this subdivision. Irrigation for the lots and common area will be provided by a private well.

Stormwater Management

Stormwater will be retained as generally depicted on the CDP through a stormwater conveyance system that is interconnected to a dry retention swale in the rear of the lots. The City's Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. A given parcel must have the same ability to store and discharge water after development as it does before development occurs. The future development will be required to address stormwater retention on the property in accordance with City standards.

Schools

The Volusia County School District determined that the proposed development of 5-lot single-family subdivision is exempt from School Concurrency and that capacity exists in the schools for the estimated students anticipated to be generated by the PUD rezoning.

POLICY ISSUES

PUD zoning allows the developer to request flexibility from the standard code requirements. The only specific criteria in the LDC to assess the requested deviations are that they provide for innovative site and building design and a greater public benefit. Staff recommendations on zoning matters are generally based on considerations of compatibility with adjacent uses, similar conventional City zoning districts, and consistency with the adopted Comprehensive Plan. As part of the review of this proposal, the Planning Commission and City Council will need to consider the following deviations from the LDC requested by the applicant:

- 1. Open Space:** For a PUD, the LDC requires a minimum forty percent (40%) of the total project area be dedicated as open space and a minimum of twenty percent (20%) of the total project area to be established and maintained as common open space or common facilities [LDC, Ch. 17, Sec. 17(d)]. The proposed MDA provides for 40% private open space on individual lots, similar to conventional zoning, as well as the required 20% common open space.

Instead of providing overall project area open space on a separate tract of land in the subdivision, the developer is providing the open space on the individual lots for the individual property owner to enjoy and maintain. According to the LDC, open space is defined as land within a lot retained in its natural condition or improved in a manner for the enjoyment of the person owning the lot. The R-7SF conventional zoning category, which is the most comparable conventional zoning category to what is proposed in the PUD, requires a minimum of 30% open space for a lot and does not require common open space. The proposed PUD requires a minimum 40% of open space for each lot and for 20% of the project area to be developed as common open space.

The required minimum 60% overall PUD open space (open space + common open space) does not take into account the required private open space on individual lots. This overall project area open space requirement is only required when property is rezoned to PUD and is typically only feasible on large scale phased residential PUDs (e.g. Water's Edge, Cypress Head, Royal Palm). All of the City's conventional residential zoning districts only require a minimum per lot private open space. According to the applicant, the focus was to provide additional open space on the lots for the lot owners to have larger private yards, while still providing the required 20% common open space in a context appropriate format with the boat dock facilities.

2. **Sidewalks:** The LDC requires minimum four-foot-wide concrete sidewalks be constructed along both sides of all streets [LDC, Ch. 5, Sec. 4(a)(3)(c)]. The proposed MDA provides for a private street that includes a six-foot-wide pedestrian path on one side of the street.

According to the applicant, sidewalks do not exist along Peninsula Drive and there are no anticipated projects to construct sidewalks in this right-of-way or surrounding rights-of-way. The proposed design provides a six-foot-wide pedestrian path for the residence of Angler's Cove to access the boat dock area.

3. **Building Height:** The LDC has a 35' maximum building height for the PUD zoning district with a notation that the City may consider modifications to the dimensional requirements as part of the PUD rezoning process in order to achieve a greater public benefit [LDC, Ch. 17, Sec. 27].

The applicant has requested a maximum building height of 45' to accommodate the 3-story custom home designs that are intended to be built in the Angler's Cove subdivision.

According to the applicant, the existing zoning of the subject property (R-3H) allows a maximum building height of 45', so the requested maximum building height would not change from what is currently allowed. The applicant has stated that there is a public benefit in reducing the allowable density of the property from 21 multi-family units to 5 single-family homes in the Coastal High Hazard Area (CHHA), as well as allowing for custom homes with architecturally appealing designs that will provide for higher property values. In addition, the applicant states that the surrounding zoning supports building heights generally consistent with the requested 45' building height.

Table 3. Surrounding Uses and Building Height

Direction	Existing Land Use	Zoning District	Maximum Building Height
North	Multi-family condominium	PUD	70'
South	Single-family home	Volusia County R-3 Urban Single-family Residential	35'
East	Single-family home	R-3H Multi-Family Residential	45'
West	Halifax River	n/a	n/a

SUMMARY OF POLICY ISSUES

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

1. Allow 40% private open space on individual lots, rather than in a separate tract of land in the subdivision;
2. Allow a six-foot-wide pedestrian path on one side of the street, rather than a minimum four-foot-wide concrete sidewalk on both sides of the street; and
3. Allow a maximum building height of 45'.

RECOMMENDATION

Staff recommends **approval** of the rezoning for the Angler's Cove PUD and the Master Development Agreement and Conceptual Development Plan, subject to the following:

1. Approval of the Future Land Use amendment (Case No. 18-20000001);
2. City Council direction on the policy considerations;
3. Review and approval of the MDA and CDP by the City Attorney's Office for legal form and content; and
4. Resolution of all remaining comments prior to City Council.

ATTACHMENTS

Exhibit A – Current and Proposed Future Land Use

Exhibit B – Current and Proposed Zoning

Exhibit C – Angler's Cove PUD Master Development Agreement and Conceptual Development Plan (See Ordinance Exhibit)

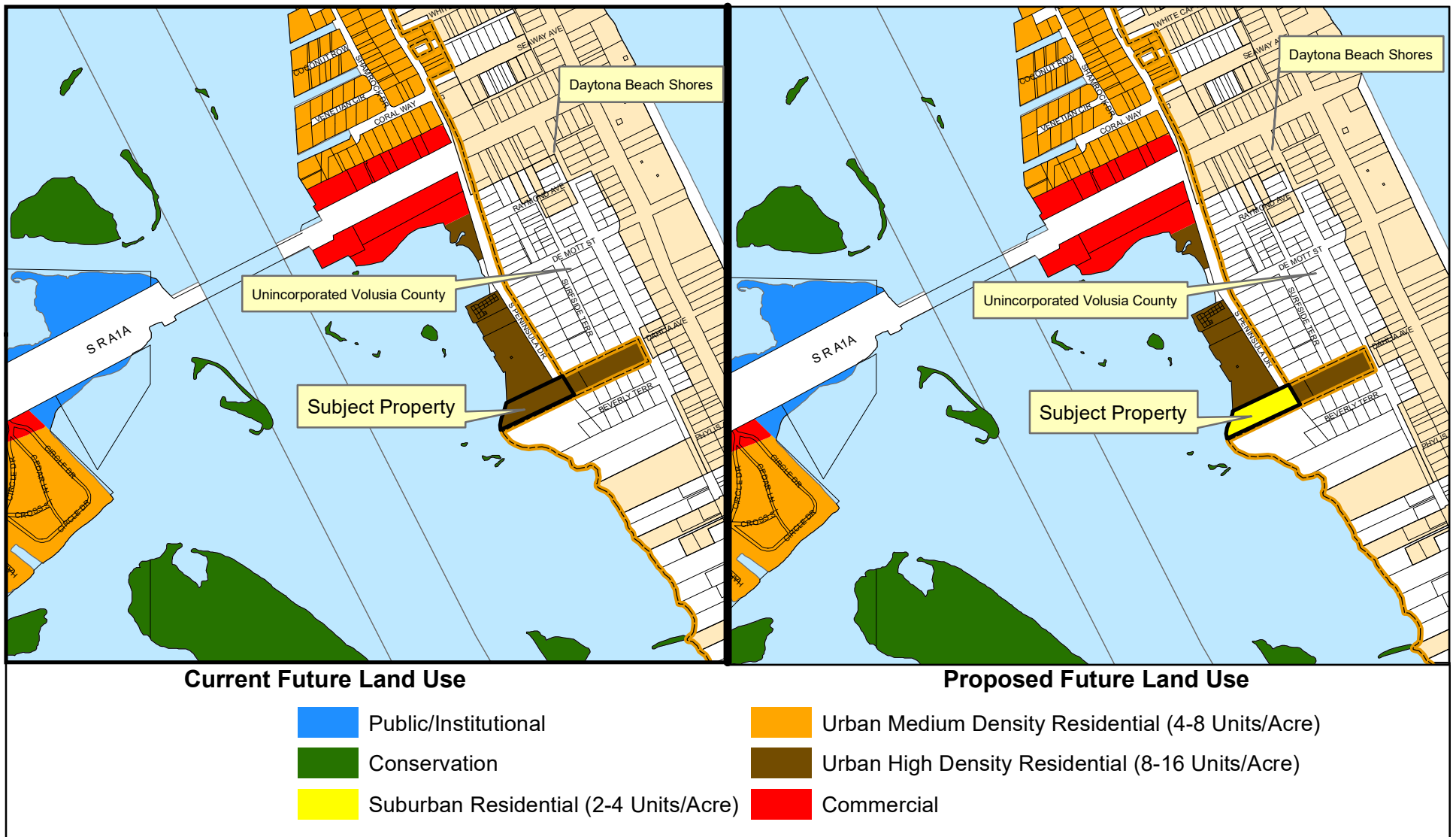


EXHIBIT A

CASE NO. 18-20000001 and 18-65000001

DEPARTMENT OF COMMUNITY DEVELOPMENT



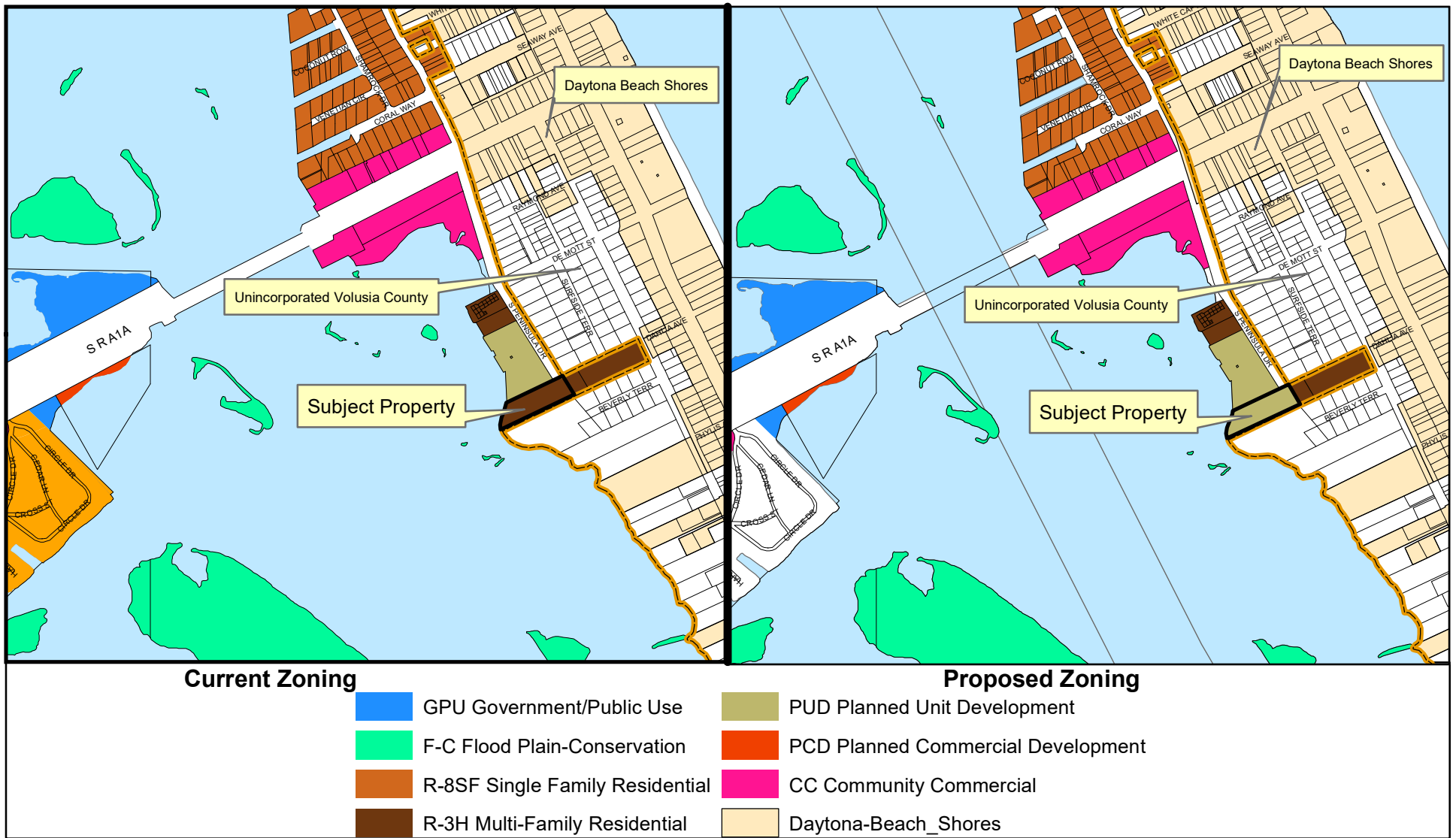


EXHIBIT B

CASE NO. 18-20000001 and 18-65000001

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: No

SUBJECT: (I24) Event Waiver request Food Truck Wars

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: None, council direction is requested. Documents will reflect outcome of decision.

SUMMARY: Food Truck Wars is scheduled to host an event at Riverwalk Park on May 26, 2018. The event will include multiple food trucks, band, and kids activities. The event is open to the public free of charge. The food truck wars is partnering with a non profit for the sale of alcohol. The waiver request is for rentals fees in the amount of \$595 plus tax and staffing costs of \$1360. The recently approved council fee matrix outcome yields a **100% payment and a 0% fee waiver**. The applicant would still be required to provide general and liquor liability coverage's to the city as deemed appropriate by the risk manager. Attached for your review is the request letter, fee matrix and special event application. The event planner, Ms. Ott will be present to answer any questions.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Fee Waiver Matrix - Food Truck Wars	Fee Waiver Matrix - Food Truck Wars.xlsx
2.	Food Truck Wars Invoice	Food Truck Wars Invoice.xls
3.	Food Truck Wars Application	Food Truck Wars Application.pdf

Susan Lovallo
Susan Lovallo
Tracey Riehm
Jake Johansson
Robin Fenwick

Created/Initiated - 03/30/2018
Approved - 04/18/2018
Approved - 04/23/2018
Approved - 04/23/2018
Final Approval - 04/23/2018

Event	Food Truck Wars	
Question	Checklist	Yes
1	Open to public participation without regard to religious or other membership requirements	x
2	Activity or event is aimed at promoting and facilitating physical, social or cultural activities for the community	x
3	Free Admission	x
4	Proceeds benefit a non-profit, government or public educational institution (Select "No" if proceeds benefit a for-profit or individual)	
5	Local Preference	Florida

TOTAL FINAL CHARGE (as a percent of normal fees)

Directions:
Answer the questions as best you can based on the response from the person requesting a waiver.
Answer "Yes" or "No" by placing an "X" in the correct column
Questions 1 and 2 must have an "X" in one of the columns
Question 3 can be left blank if it is a "private event"
Question 4 can be left blank if there are no proceeds (i.e., ticket sales, food sales, clothing sales, etc.)
Question 5 is a drop down box. Pick the appropriate response. Leave it blank if the person or organization is from outside the State of Florida
The resulting percentage is the recommended amount someone would pay as a percent of the total normal fees.

	Total Charge
No	100%
	-18%
	-23%
	-13%
x	60%
	-3%
	100%

[illegible]



CITY OF PORT ORANGE

4655 City Center Circle, Port Orange, FL 32129

Special Event

Renter: Food Truck Crazy Inc.

Event: Food Truck Wars

Phone: 407-920-2124

MAKE ALL CHECKS PAYABLE TO THE CITY OF PORT ORANGE

MAIL ALL CHECKS TO PARKS AND RECREATION ATTN: DAVID HUNT

4655 CITY CENTER CIRCLE PORT ORANGE, FLORIDA 32129

ITEM	TIMES	QTY	UNIT	RATES	TOTAL
Location: City Center Circle					
Riverwalk park	5/26 8:00 AM - 9:00 PM	13	Hours	\$ 40.00	\$ 520.00
Special Event Staff (1)	5/26 8:00 AM - 9:00 PM	13	Hours	\$ 15.00	\$ 195.00
Parks Staff (1)	5/26 8:00 AM - 9:00 PM	13	Hours	\$ 25.00	\$ 325.00
Police Staff (3)	5/26 12:00 PM - 7:00 PM	21	Hours	\$ 40.00	\$ 840.00
Alcohol Fee	5/26 12pm-7pm	1	Flat Fee	\$ 75.00	\$ 75.00

Total Fees	\$ 1,955.00
Total Tax	\$ 33.80
Invoice Total	\$ 1,988.80
Amount Paid	\$ -
BALANCE DUE	\$ 1,988.80

In order to be exempt from tax please include your Tax Exempt form with payment



CITY OF PORT ORANGE

SPECIAL EVENT APPLICATION

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED 30 DAYS PRIOR TO THE EVENT
Port Orange Parks and Recreation, 4655 City Center Circle, Port Orange, FL 32129 Fax: 386-756-5351

Please submit a check for \$100.00 rendered to the City of Port Orange upon application

SECTION 1: LESSEE INFORMATION

Individual

(This section is for use by individuals only)

Name: _____ Email: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Daytime Phone: _____ Cell: _____ Fax No: _____
Event Point of Contact: _____ POC Phone: _____

Company/Organization

Company/Organization Name: Food Truck Crazy, Inc Email: Liz@FoodTruckCrazy.com
Address: 960 Summer Lakes Dr City: Orlando State: FL Zip Code: 32835
Organization Website: www.FoodTruckWars.com
Authorized Representative Point of Contact Name & Title: Liz Rivera OTTS, Pres Liz@FoodTruckCrazy.com
POC Daytime Phone: 407 920 2124 Cell: Same Fax No: X

Tax Exempt:

☒ No

Yes

(Florida Exemption Certificate Required)

SECTION 2: EVENT INFORMATION

Date of Event: 5-26-18 Name of Event: Food Truck Wars
Times: Set-Up/Assembly: 8am Event Hours: 12pm-7pm Clean-Up: 7pm-9pm Estimated Attendance: 10,000
Describe Event: 40 Food Trucks competing for 5 awards, executive judges, live music, beer garden
Kids Area

Please check the facility/facilities you will be utilizing:

☐ Veteran's Park ☐ City Hall Plaza ☐ Other (please specify) _____
☐ Amphitheater ☒ Riverwalk Park
☐ City Center Circle ☐ Riverwalk Pavilions

SECTION 3: EVENT DETAILS

Please answer the following questions regarding your event:

Is the event Open to the Public? ☒ Yes ☐ No
Will your event be promoted/advertised? ☒ Yes ☐ No If yes, please describe all methods Radio, print, social media, LED
Will admission be charged for event ☐ Yes ☒ No If yes, detail cost per person and revenue sources _____
(tickets, donations, solicitations)?
Does your event have vendors selling or ☒ Yes ☐ No If yes, who and what will be sold? 40 Food Trucks,
distributing food, beverages, services? sponsors may sell?, Alcohol sales thru non prof
Will you be catering the event? ☐ Yes ☒ No If yes, who will be catering? _____
Is alcohol being requested at the event? ☒ Yes ☐ No If yes, an additional alcohol application is required to be filled out
and approved by the Special Event Alcohol Committee ✓

SECTION 3: EVENT DETAILS (CONTINUED)

The following activities/uses may require a permit, fee and/or additional documentation. Please check all that apply to your event.

- | | | | |
|---|--|---|--|
| ☒ Amplified sound | ☐ Amusement Rides | ☐ Street, lane, sidewalk closure | ☒ Live or recorded music |
| ☐ Stages | ☐ Additional power source | ☒ Tents/banners/signs | ☐ Commercial filming/photography |
| ☐ Parade | ☐ Parachutes | ☒ Inflatable devices | ☐ Fireworks/pyrotechnics |
| ☐ Aircraft | ☐ Watercraft | ☐ Portable restrooms | ☐ Live animals |

If you checked any of the above items, please provide a complete description of the activity or need.

Live music - Local band - may need stage depending on set up
10x10 pop up tents - Kids area may include inflatables

SECTION 4: HOLD HARMLESS/INSURANCE AGREEMENT

The contractor, vendor, or user, hereby promises and agrees to indemnify and save harmless the City of Port Orange, a municipal corporation, its officers, agents, and employees from and against any and all liability claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, for trial and on appeal of any kind and nature arising or growing out of, or in any way connected with the performance of the agreement whether by act or omission of the contractor, vendor, officers, agents, servants, employees, or others, or because of, or due to the mere existence of the agreement between parties.

The licensee shall supply a "Certificate of Liability Insurance" reflecting minimum coverage of \$1,000,000 (one million dollars) per occurrence. The City of Port Orange shall be named as an additional insured, which shall be noted on the certificate. The certificate shall indicate that the applicant's insurance policy shall not be cancelable without thirty days prior written notice to the City. The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply a "Certificate of Insurance" to the Department of Recreation no later than thirty (30) calendar days prior to program/event date.

COPYRIGHT LAW: Licensee assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used on, or incorporated in the conduct of any event covered under the agreement; and licensee agrees to indemnify and hold harmless the City, from all damages, costs and expenses in law or equity for, or on account of, any patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by licensee in connection with this agreement and will defend the City from any such suit, or action, regardless of whether it be groundless, or fraudulent.

Licensee Signature: E. [Signature]

Date: 1-17-18

SECTION 5: RULES AND REGULATIONS

Deposits & Refunds

1. Applications must be received at least 30 days prior to the event.
2. A refundable reservation deposit of \$100.00 is due when the application is submitted. To receive a full refund of the reservation deposit, written notification must be received within 30 days of rental.
3. All cancellations must be received in writing.
4. 100% of fees must be paid 14 days prior to the rental date.

Licensee Initials: _____

Special Event Facilities Guidelines

1. All events and functions must file a permit with the City of Port Orange Parks and Recreation Department. Sub-leasing is prohibited.
2. The City of Port Orange prohibits gate admission being charged to the public on City property without the express written consent of the City Manager, or his designee.
3. All lessees must supply the City with a certificate of liability insurance in the amount of \$1,000,000 (1 million dollars) per occurrence, listing the City of Port Orange as an additional insured, unless otherwise noted by the Risk Manager.
4. If additional staging is added to the present stage, a \$1,000.00 bond (cash) must be posted before construction.
5. No heavy equipment or props will be brought onto event sight, or seating area without the expressed written consent of the City. Lessee's are responsible for the clean-up of the facility proceeding their event and may be charged for excessive clean up incurred by the Parks and Recreation Department once the lessee has vacated the premises. Facility/property must be left in the same condition, as when rented; if not, the damage/clean-up costs will be charged back to the applicant.

7. The lessee agrees to remove any equipment, decorations, props, etc. at the termination of their permit. The lessee agrees to pay any costs associated with the storage, moving or disposal of such items and holds harmless the City for any damage, which may occur during the moving or storage of items.
8. Permanent attachment of props or decorations by using screws, nails etc. is prohibited on event grounds.
9. Lessees are responsible for any damage obtained as a direct result of the lessee's guests, activities etc.
10. Alcoholic beverages are prohibited in all City parks and facilities without the express written consent of the City Manager, or his designee. Any event that is requesting alcohol at their event must fill out an alcohol application that must be approved by the Special Event Alcohol Committee.
11. Profanity or unacceptable behavior by performers, lessee, or their guests will not be tolerated. If Parks and Recreation personnel deem behavior and/or performances unacceptable, they have the right to revoke all permits, present and future, for this facility and terminate any and all activities.
12. The City holds the right to cancel, or terminate any permit if they feel that the public's safety is in jeopardy.
13. It is the lessee's responsibility to hire and pay for any required City Services such as, but not limited to, Police, Fire, Parks, Public Works etc., unless written consent has been granted by the City Manager, City Council or their designees.
14. Amplified sound is not permissible during the times of 10pm-7am as deemed by the City noise ordinance without the express written consent of the City Manager, or his designee.

Licensee Initials: E

As a representative of the event, I do hereby accept that I have read and agree to all of the provided rules, regulations and guidelines for facility rentals as put forth by the City of Port Orange.

Licensee Signature: Elizabeth D. OHS Print Name: Elizabeth D. OHS Date: 1-17-18

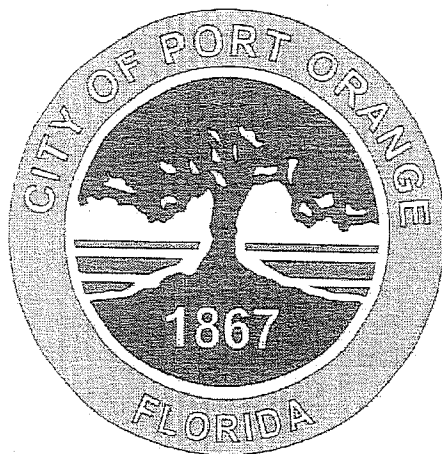
SECTION 6: LICENSEE ACKNOWLEDGEMENT

You are required to sign and date your agreement. Falsification of information may result in rejection of the agreement, or cancellation of the event by the City of Port Orange.

Licensee Signature: Elizabeth D. OHS Date: 1-17-18

The program/event will be terminated should it create or cause any violation of Local, State, Federal laws or ordinances.

THE PARKS AND RECREATION DEPARTMENT IS NOT AUTHORIZED TO WAIVE FEES WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE CITY'S CHIEF ADMINISTRATIVE OFFICER.



OFFICIAL USE ONLY

Parks & Recreation Department Head

Approve ☒ Deny ☐

Comments: _____

Peter Ferreira

Staff Name (please print)

[Signature]

Signature

2/1/18

Date

Police Chief

Approve ☒ Deny ☐

Comments: This event will require the organization to hire police officers for the event.
The rate is \$40.00 per hour per officer (Includes administrative fee) X at least 3 officers.

Thomas R. Grimaldi

Staff Name (please print)

Thomas R. Grimaldi

Signature

02/07/18

Date

Community Development Senior Planner

Approve ☒ Deny ☐

Comments: condition: zoning approval still required for State Temp. alcohol license
prior to the event

Chen Perney

Staff Name (please print)

[Signature]

Signature

2-21-18

Date

Risk Manager

Approve ☒ Deny ☐

Comments: Provide Certificate of Insurance in compliance with
P4 of the Alcohol Permit Application for Special Events.

Grace Stewart

Staff Name (please print)

Grace Stewart

Signature

02.22.2018

Date

City Manager

Approve ☒ Deny ☐

Comments: _____

Mike Johnson

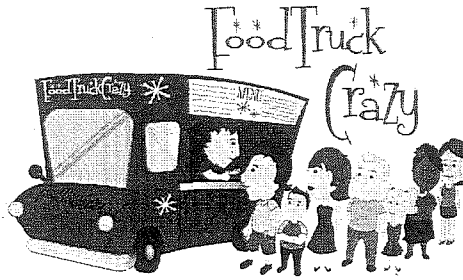
Staff Name (please print)

M.H.J.

Signature

Date

Food Truck Crazy, Inc
(407) 920-2124 Info@FoodTruckCrazy.com
www.FoodTruckCrazy.com



Request for Port Orange Sponsorship / fee waiver

January 16, 2018

Re: Food Truck Wars
Port Orange at Riverwalk Park
Saturday, May 26th, 2018

To Port Orange City Council:

Food Truck Crazy, Inc is requesting a sponsorship/fee waiver for city services at Food Truck Wars on May 26, 2018 at Riverwalk Park including:
Venue rental, Police, Fire, Garbage, Restrooms, City Staff, LED Signage

This event is a family friendly event designed to bring the community together.

Demographics in most locations are comprised of young families.

We believe that the City will benefit from the foot traffic provided by this event and by the family and community sense that it promotes.

We also work with the local Chamber of Commerce, Rotary or other Civic Group to provide a portion of proceeds to local charities through beer sales.

We have worked with many other Cities including Winter Haven, City of Daytona Beach, Titusville, Palm Bay, as well as on our own in Altamonte Springs, Jacksonville, St Augustine and many more.

The event usually draws between 8 and 10,000 people with a turnover of about 2 hours with approximately 1500 to 2000 standing at any given time.

We find in many areas that the guests who attend are first time guests at the venue so we are helping to build the community venue.

Food Truck Crazy, Inc
(407) 920-2124 Info@FoodTruckCrazy.com
www.FoodTruckCrazy.com

We look forward to an opportunity to attend a city council meeting and answer any questions.

Thank you for your consideration.

Liz Rivera Otts
Food Truck Crazy, Inc
(407) 920-2124
Liz@FoodTruckCrazy.com
EIN #45 – 3824849



CITY OF PORT ORANGE

ALCOHOL PERMIT APPLICATION FOR SPECIAL EVENTS

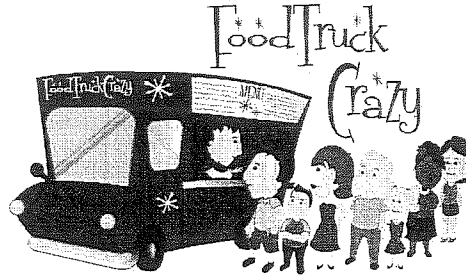
APPLICATIONS MUST BE COMPLETED IN FULL AND SUBMITTED 60 DAYS PRIOR TO THE EVENT
Port Orange Parks and Recreation, 4655 City Center Circle, Port Orange, FL 32129 Fax: 386-756-5351

The following application is required for any individual or organization seeking a permit to sell or serve alcohol at a public social event in the City of Port Orange.

ALCOHOL GUIDELINES

- 1) Per City ordinance (Sec 6-3) any applicant requesting a permit to sell or serve alcohol at a special event open to the public must fill out the City alcohol application and pay a \$75.00 non-refundable alcohol fee.
- 2) Applications must be submitted no less than 60 calendar days prior to the event date.
- 3) Per Florida Statute 561.422, only nonprofit civic organizations, charitable organizations, municipalities, or counties may apply for a temporary permit to sell alcoholic beverages at public special events. Only nonprofit civic organizations or charitable organizations will be allowed to earn profits from sales under such permit. No more than 12 temporary permits will be issued in one calendar year to any one organization and no permit will last more than three consecutive days. This state permit is required to sell alcohol in the City of Port Orange.
- 4) Applicants must provide the City with a one million dollar liquor liability insurance certificate in addition to the one million dollar general liability insurance which is required for all public special events. The certificate must list the City of Port Orange as an additional insured.
- 5) All applications must include plans for dispensing alcohol, age identification, security, marketing, and cleanup.
- 6) All applications must include an aerial sketch of the event space, including alcohol perimeter, dispensing stations, and identification stations.
- 7) Glass containers are prohibited to be sold or dispensed. Only containers 16oz or less can be sold and served.
- 8) Only beer and wine can be sold or consumed. No hard liquor.
- 9) Any public advertisements that promote the sales of alcohol and list the City Of Port Orange or City facility must be pre-approved by the city manager's office prior to print.
- 10) The City of Port Orange reserves the right to shutdown alcohol sales at any time if they feel the public's safety is in jeopardy or should the sale of alcohol cause or create any violation of Local, State, or Federal laws or ordinances.

Food Truck Crazy, Inc
(407) 920-2124 Info@FoodTruckCrazy.com
www.FoodTruckCrazy.com



January 26, 2018

Re: Food Truck Wars alcohol permit ap

1. Alcohol dispensing – Saturday, May 26, 2018 12pm to 7pm
All dispensing will be handled by Port Orange Community Trust
Beer will be served via kegs in 12oz cups and will be priced at \$4 domestic / \$5 craft
2. ID's will be checked by Port Orange Community Trust at beer tent. Wrist bands will be issued when IDs are checked. Volunteers are TIPS certified.
3. Police will be on site to ensure safety. Beer stations will be marked with beer signs.
Police will be on site and assist if need for refusal of sale to any patron.
Shutdown will occur at 7pm at the end of the event. Noone will be served after this time.
4. Sample event flier attached from Daytona Beach, which is the last event that was sponsored by the City. This will be very similar to the marketing material we hope to utilize in Port Orange.
5. Aerial sketch - attached

EVENT INFORMATION

Name of the Event: Food Truck Wars

Date: 5-26-18 Event Location: Riverwalk Park

ORGANIZATION INFORMATION

Name of Organization: Port Orange Community Trust FEIN # 59 35 33 607

Address of Organization: P.O.B. 290610 Port Orange 32129

Contact name: Jennifer Morano Title: Exec Director

Email: JMorano@FamilyDays.com Phone: 386 506 5935

EVENT PLAN INFORMATION

In addition to the above information, please include the following details to complete this application.

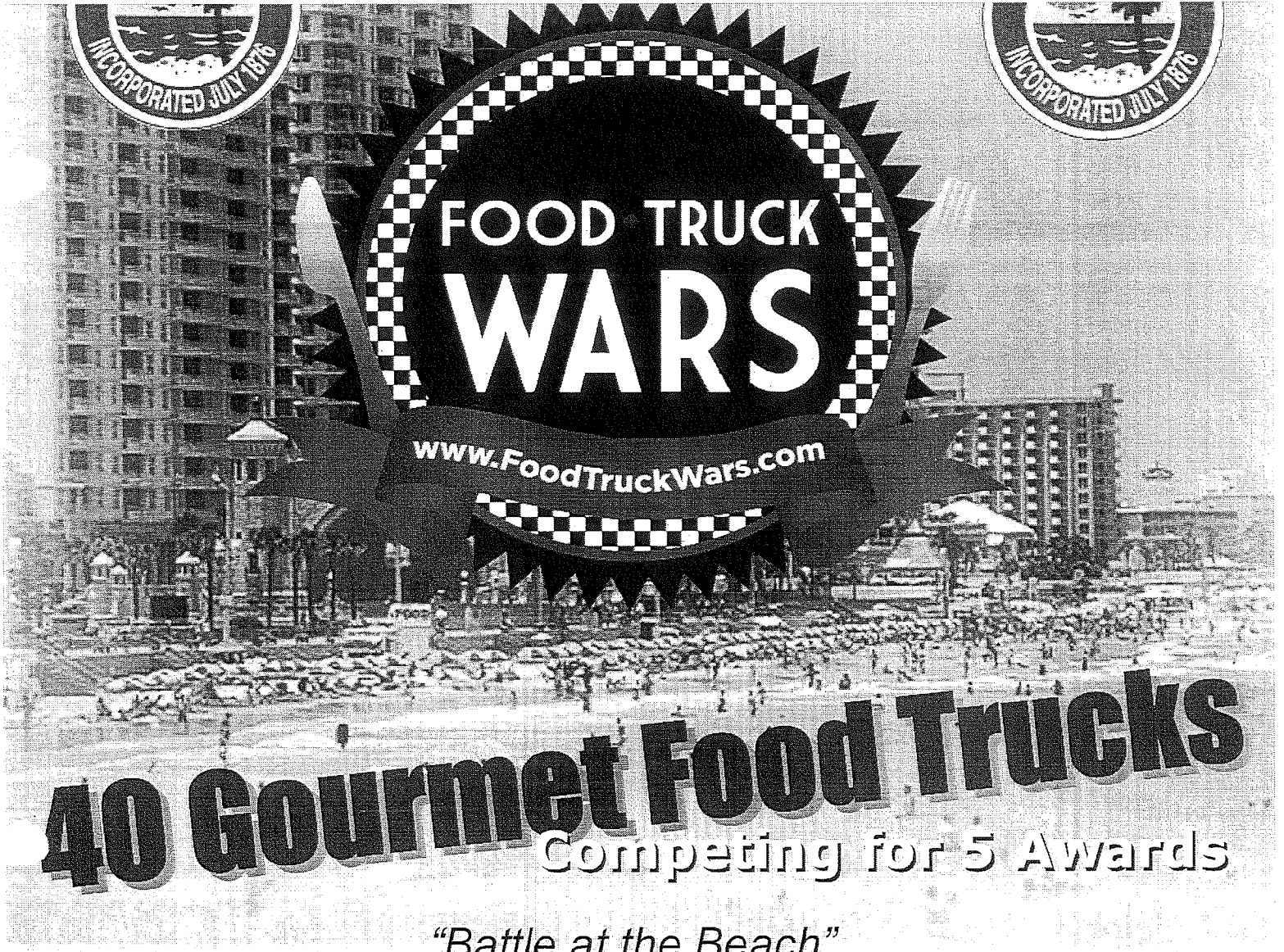
- 1) Describe the alcohol dispensing plan. Include hours of operations, how the alcohol will be dispensed (i.e. kegs, cans, etc.), who will dispense the alcohol, as well as the size and price per serving.
- 2) Describe the plan for age identification. Will there be a separate station for checking identification? How will patrons be marked as having been properly identified?
- 3) Provide a plan for event security as it pertains to alcohol sales. Detail how the alcohol perimeter will be marked, a plan for refusal of service, and a plan for shutdown.
- 4) Submit any marketing materials that list the City of Port Orange and advertise the sale of alcohol.
- 5) Submit an aerial sketch of the area indicating the alcohol perimeter, dispensing stations and identification stations.

LICENSEE ACKNOWLEDGEMENT

As a representative of the event, I do hereby accept that I have read and agree to all of the provided rules, regulations and guidelines for alcohol sales as put forth by the City of Port Orange and the State of Florida. Falsification of information may result in rejection of the agreement, or cancellation of the event by the City of Port Orange.

Licensee Signature: Jennifer Morano Date: 2/1/18

Print Name: Jennifer Morano



40 Gourmet Food Trucks

Competing for 5 Awards

"Battle at the Beach"

Saturday, Nov 18, 2017

Daytona Beach

615 Main St, Daytona Beach, FL

11 am to 6 pm

**40 Gourmet Food Trucks - Celebrity & Executive Judges
Beer Garden - Kids Zone - Live Music**

FREE ADMISSION / PUBLIC PARKING / KIDS AREA \$\$\$
(a portion of proceeds benefit local charities)

Sponsored by:

MAIN STREET MERCHANTS
DAYTONA BEACH, FLORIDA

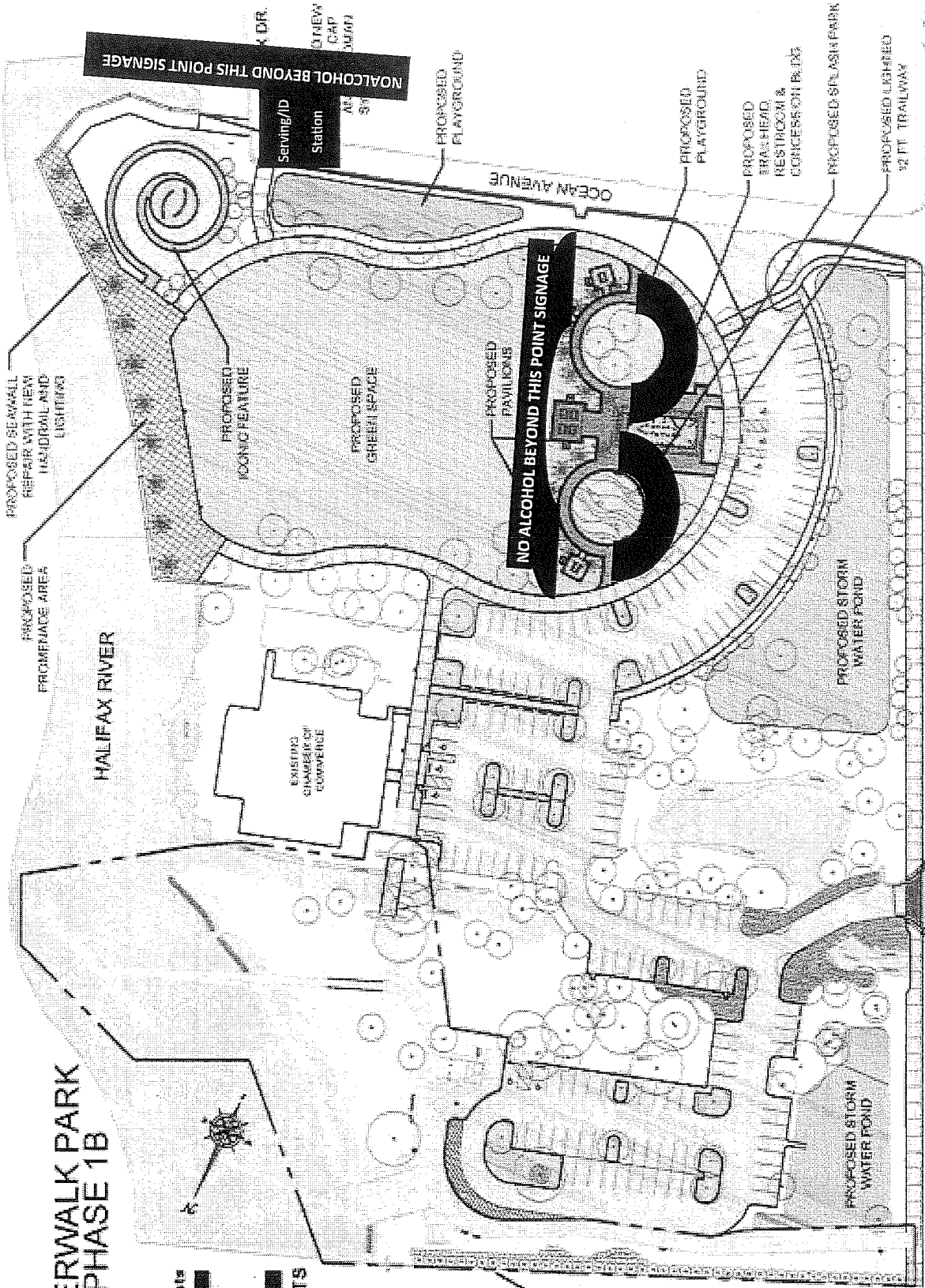




RIVERWALK PARK PHASE 1B

Dredging & Marine Consultants

DMC
ENGINEERS • SCIENTISTS



PHASE 1A PROJECT
BOUNDARY (UNDER
CONSTRUCTION)

STATE ROAD NO. 5 RIDGEWOOD AVENUE



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: Yes

SUBJECT: (I25) Approval of Extension to the Standard Contract for Services (CA5316) with Yellowstone-Southeast, LLC

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Extension to Yellowstone Landscape – Southeast, LLC Contract for one additional year as outlined in the terms and conditions of the contract (CA5316) and to authorize the Mayor and City Clerk to execute all contract required documents.

SUMMARY: Yellowstone Landscape was contracted on April 4, 2016 to provide landscape maintenance services for various rights of way and stormwater ponds under contract CA5216.

This request is to renew the contract (CA 5316) with Yellowstone-Southeast LLC for one additional year as outlined in the terms and conditions of the contract for servicing the rights of way and storm water ponds.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Yellowstone Landscape-Southeast LLC Extension No 1	Yellowstone Landscape-Southeast LLC Extension No 1.pdf
2.	Yellowstone contract & bond CA5316	Yellowstone contract & bond CA5316.pdf
3.	Dept Justification Memo - Yellowstone Renewal only	Dept Justification Memo - Yellowstone Renewal only.doc

Julia Wiggins
Julia Wiggins
Ronny Buttrum
Lynn Stevens
Susan Lovallo
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 04/18/2018
Approved - 04/19/2018
Approved - 04/19/2018
Approved - 04/19/2018
Approved - 04/20/2018
Approved - 04/23/2018
Approved - 04/23/2018
Approved - 04/23/2018
Final Approval - 04/24/2018

EXTENSION NUMBER 1 OF STANDARD CONTRACT FOR SERVICES

THIS EXTENSION NUMBER 1 OF STANDARD CONTRACT FOR SERVICES ("Extension") is made and entered into the day and year set forth hereinafter by and between the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC, a Florida limited liability corporation, whose principal address is 3235 North State Street, Bunnell, Florida 32110. The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Standard Contract for Services pursuant to City of Port Orange Bid No. 16-04 on April 4, 2016 (collectively the "Contract") and continuing for a period of two (2) years, with an option to renew upon written agreement of the Parties and appropriation by City Council for two additional one-year periods; and

WHEREAS, the Parties desire to extend the Contract for one (1) additional year as outlined in the terms and conditions of the Contract; and

WHEREAS, the Port Orange City Council has determined that the execution of this Extension is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Term: Notwithstanding the date of execution, the term of this Extension is hereby extended for one (1) year, commencing on April 4, 2018 and continuing until April 3, 2019.
2. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

Witnesses:

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC

Printed Name: _____

By: _____
Tim Portland, Manager

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Tim Portland, as Manager of Yellowstone Landscape-Southeast, LLC, a Florida limited liability corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 4 day of April, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC**, a Florida limited liability corporation, whose principal address is 3235 North State Street, Bunnell, Florida 32110 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with Professional Landscape Maintenance Services for Scope C: Rights - Rights of Way Maintenance Levels, which shall include Class "A," Class "C," and Class "D," as more specifically described in BID No. 16-04, Addendums, and Yellowstone Landscape-Southeast, LLC proposal, attached hereto as Exhibit "1."
- (b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the last date the Contract is signed by the Parties and shall continue for a period of two (2) years (the "Initial Term").

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for two (2) optional one-year periods. If approved by City Council, an annual Consumer Price Index (the "CPI") rate increase will be applied October 1st of each year following the first year of the Contract. The CPI rate increase will be adjusted by 75% of the CPI of the Southern States multiplied by the previous year's Contract price. This rate increase will be based on rates released in July by the United States Department of Labor, Bureau of Labor Statistics.

Manner and Place: As outlined in Exhibit "1," in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for Purchase Order(s) issued hereunder.

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Five Hundred Thirty-Three Thousand Seventy-Six and 00/100 Dollars (\$533,076.00) for the annual term and as otherwise provided herein. City reserves the right to suspend this Contract during construction within the median pursuant to Addendum No. 2 and Contractor agrees to a deductive change order consistent herewith. (The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30.) The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then-current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. Contractor hereby acknowledges Contract performance requirements as set forth in Addendum No. 1 of BID No. 16-04.

3. Contract Documents. The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

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

5. Contract Administration. The Director of Public Works, Branford N. Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

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

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

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

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

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

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

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

- (1) the cost of work performed or supplies delivered;
- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
- (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

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

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

9. Examination of Records

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

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

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance

of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

11. Termination for Non-Appropriation of Funds

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

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

12. Insurance. Contractor shall maintain Insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

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

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

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

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be

performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

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

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

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

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

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

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

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

19. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have

been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

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

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

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

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless

set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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

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

25. Additional Provisions. As may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Branford N. Adumuah, Director of Public Works 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Contractor:	Yellowstone Landscape-Southeast, LLC Attention: Time Portland, Manager 3235 North State Street Bunnell, Florida 32110 (386) 248-3298 ~ Telephone bcritcher@yellowstonelandscape.com

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

28. Contract Construction

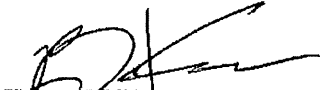
This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature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

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

[Remainder of this page intentionally left blank]

Witnesses:


Printed Name: William M. Seltzer


Printed Name: BRIAN K. MARTIN

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC.

By: 
Tim Portland, Manager

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: March 30, 2016

STATE OF FLORIDA
COUNTY OF FLAGLER

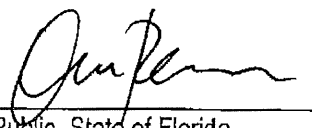
The foregoing instrument was acknowledged before me this 30th day of March, 2016, by Tim Portland, as Manager of Yellowstone Landscape-Southeast, LLC a Florida limited liability corporation, and who:

[Notary: Please select one]

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



ORNELA C. PERRI
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF111836
Expires 1/5/2018


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

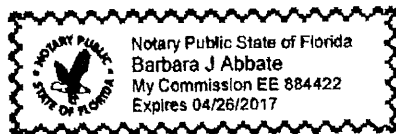
By: Allen Green
Allen Green, Mayor

Kelly McQuillen
Printed Name: Kelly McQuillen

Date: 4/4/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 4 day of April, 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.



Witnesses:

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

ATTEST:

Barbara J. Abbate
Printed Name: Barbara J. Abbate

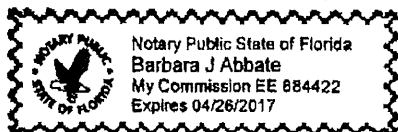
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Kelly McQuillen
Printed Name: Kelly McQuillen

Date: 4/4/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 4 day of April, 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.



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

[CA 5316]



"ATTACHMENT A" - REVISED PER ADDENDUM NO. 2
BID FORM - SCOPE C - RIGHTS OF WAY MAINTENANCE LEVELS (02-05-14)
PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES
ITEM 15-04

Completed "Attachment A" form MUST be included with Bid Submission
Instruction to save Attachments from website: Perform "File Save As" and save spreadsheet to your computer.
If the pricing is highlighted in red, it is not to be bid electronically.
Bidders are required to complete a bid submitted in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Yellowstone Landscaping
CONTACT PERSON: Barry Griffor
EMAIL ADDRESS: bgriffor@yellowstonelandscaping.com

SCOPE C: RIGHTS OF WAY MAINTENANCE LEVELS

Class "A" Maintenance

ROAD NAME	SQUARE FOOTAGE	ACRES	MOWING				TURF MAINTENANCE				TREE & SHRUB MAINTENANCE				PALM TREES			
			Total Mows Per Year	COST PER MOW	Estimated Quantities	TOTAL ANNUAL COST	MULCH	Granular Fertilizer	Granular Fertilizer	Pesticide Treatment	Herbicide Treatment	Granular Fertilizer	Pesticide Treatment	Herbicide Treatment	Granular Fertilizer	Pesticide Treatment	Herbicide Treatment	Total Annual Cost All Applications
1 Causeway and High Rise Bridge	32,432	0.75	39	\$ 125.00	39	\$ 4,875.00												\$ 4,875.00
2 Ridgewood Administrative	140,852	3.23	39	\$ 300.00	39	\$ 11,700.00												\$ 11,700.00
3 Ridgewood Avenue Roadside	78,810	1.81	39	\$ 350.00	39	\$ 13,635.00												\$ 13,635.00
4 Durawood Avenue Medians	338,744	7.78	39	\$ 425.00	39	\$ 16,575.00												\$ 16,575.00
5 Durawood Avenue Roadside	791,044	18.16	39	\$ 1,125.00	39	\$ 43,875.00												\$ 43,875.00
6 New Road Medians	91,208	2.07	39	\$ 395.00	39	\$ 15,405.00												\$ 15,405.00
7 New Road Roadside	624,885	14.16	39	\$ 1,075.00	39	\$ 41,925.00												\$ 41,925.00
8 Pedestrian Court	65,200	1.49	39	\$ 265.00	39	\$ 10,335.00												\$ 10,335.00
Grand Total (Line Items 1 - 8)																		

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

EXHIBIT "1"

SCOPE C: RIGHTS OF WAY MAINTENANCE LEVELS

Class "C" Maintenance

ROAD NAME	SQUARE FOOTAGE	ACRES	MOWING		TURF MAINTENANCE			TREE & SHRUB MAINTENANCE			PALM TREES		
			Total Hours Per Year	COST PER HOUR	Estimated Quantities	MULCH	GRANULAR FERTILIZER		HERBICIDE TREATMENT	PESTICIDE TREATMENT	GRANULAR FERTILIZER	HERBICIDE TREATMENT	PESTICIDE TREATMENT
							COST PER APPLICATION	COST PER APPLICATION					
51 Williamson Boulevard Medians	112,133	3.54	32	\$ 285.00	N/A	N/A	\$ 635.00	\$ 1,665.00	N/A	N/A	N/A	N/A	N/A
52 Williamson Boulevard Roadbeds	179,673	5.62	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
53 Airport Road Medians	42,500	0.33	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
54 Airport Road Roadbeds	179,673	5.62	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
55 Sumner Street Road Extension Medians	83,850	0.27	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
56 Sumner Street Road Extension Roadbeds	179,673	5.62	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
57 Town West Boulevard Medians	483,310	15.05	32	\$ 225.00	210	\$ 6,710.00	\$ 445.00	\$ 330.00	\$ 145.00	\$ 24.00	\$ 30.00	\$ 322.00	\$ 1,072.00
58 Town West Boulevard Roadbeds	752,715	23.84	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
59 Coastal Boulevard Medians	129,600	4.05	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
60 Coastal Boulevard Roadbeds	194,800	6.05	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
61 McGinnis Avenue Medians	94,280	2.92	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
62 McGinnis Avenue Roadbeds	143,430	4.45	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
63 Willow Run Boulevard Medians	338,720	10.55	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
64 Willow Run Boulevard Roadbeds	450,000	13.95	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
65 Peninsula Drive	15,000	0.46	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
66 Fitzgerald Street Medians	9,072	0.28	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
67 Fitzgerald Street Roadbeds	9,950	0.31	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
68 Robert Street Medians	3,878	0.12	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
69 Robert Street Roadbeds	7,250	0.23	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
70 White Birch Drive Medians	38,065	1.19	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
71 White Birch Drive Roadbeds	74,935	2.31	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
72 Countryville Drive Medians	27,292	0.85	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
73 Countryville Drive Roadbeds	54,584	1.70	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
74 Kingsway Drive Medians	8,700	0.27	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
75 Kingsway Drive Roadbeds	17,400	0.54	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
76 Coral Way Medians	2,500	0.08	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
77 Coral Way Roadbeds	5,000	0.15	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
78 Pale Circle Medians	400	0.01	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
79 Pale Circle Roadbeds	800	0.02	32	\$ 315.00	N/A	N/A	\$ 135.00	\$ 276.00	N/A	N/A	N/A	N/A	N/A
Grand Total (Line Items 5-35)													\$ 159,352.00

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

SCOPE C: RIGHTS OF WAY MAINTENANCE LEVELS

Class "D" Maintenance

MOWING										TURF MAINTENANCE					TREE & SHRUB MAINTENANCE					PALM TREE MAINTENANCE				
ROAD NAME	SQUARE FOOTAGE	ACRES	COST PER MOW	Total Mows Per Year	TOTAL ANNUAL COST	Estimated Quantities Cubic yards	MULCH		COST PER APPLICATION	COST PER APPLICATION	NUMBER OF TIMES PER YEAR	TOTAL ANNUAL COST	HERBICIDE TREATMENT	1X PER YEAR	TOTAL ANNUAL COST	HERBICIDE TREATMENT	GRANULAR FERTILIZER	PESTICIDE SPECIAL*						
							Cost per Application	Number of Times per Year																
35 Taylor Road	233,277	5.35	\$ 1,071.00	24	\$ 25,704.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
37 Spruce Creek Road	558,400	12.81	\$ 714.00	24	\$ 17,136.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
38 Madeline Avenue	608,850	14	\$ 633.00	24	\$ 20,136.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
39 Canal View Boulevard	146,050	3.33	\$ 290.00	24	\$ 6,000.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
40 Central Park Boulevard	205,396	4.72	\$ 428.00	24	\$ 10,272.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
41 Clyde Morris Boulevard	205,940	4.68	\$ 321.00	24	\$ 7,704.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
42 Hume Road	97,435	2.24	\$ 244.00	24	\$ 5,136.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
43 Yorktown Boulevard Median	1,299	0.03	\$ -	24	\$ -	10	\$ 636.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
44 Yorktown Boulevard Roadside	207,520	4.76	\$ 250.00	24	\$ 6,000.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
45 West Court Triangle Median	2,500	0.06	\$ 36.00	24	\$ 864.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
46 Harbor Street	155,613	3.57	\$ 268.00	24	\$ 6,432.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
47 Train Depot Building (Harbor Street)	41,725	0.95	\$ 143.00	24	\$ 3,432.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
48 Commonwealth Boulevard	41,785	0.95	\$ 108.00	24	\$ 2,492.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
49 Oak Street	31,678	0.77	\$ 83.00	24	\$ 2,492.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
50 Jackson Street	20,686	0.47	\$ 108.00	24	\$ 2,492.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
51 Victoria Gardens Boulevard Median	1,240	0.03	\$ -	24	\$ -	20	\$ 864.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
52 Victoria Gardens Boulevard Roadside	26,530	0.60	\$ 143.00	24	\$ 3,432.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
53 Sweetwater Boulevard	23,010	0.53	\$ 99.00	24	\$ 2,146.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
54 Stewart Avenue	12,550	0.29	\$ 54.00	24	\$ 1,564.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
55 Hidden Lake Drive	12,716	0.29	\$ 36.00	24	\$ 864.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
56 Old Hammock Road	14,268	0.33	\$ 72.00	24	\$ 1,728.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
57 Pepper Hill Road	6,779	0.16	\$ 36.00	24	\$ 864.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
58 Highway Drive	8,000	0.18	\$ 36.00	24	\$ 864.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
59 Renner Road	4,272	0.11	\$ 109.00	24	\$ 2,532.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
60 Deland Road	7,225	0.17	\$ 109.00	24	\$ 2,592.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
61 Gladys Street	4,620	0.11	\$ 72.00	24	\$ 1,728.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
62 Newcom Road	6,336	0.15	\$ 36.00	24	\$ 864.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
63 Bay Ridge Lane Median	9,184	0.21	\$ 36.00	24	\$ 864.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A						
Grand Total (Line Items 35-63)																		\$						
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REVISED

SECTION 00090

SPECIFICATIONS

Professional Landscape Maintenance Services

SCOPE OF WORK AND SPECIFICATIONS

STATEMENT OF RESPONSIBILITIES: The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.

MAINTENANCE CLASSES: The City has designated each location within this bid as a "class." The more location visits performed, the higher the level of finish or service is expected for the location with that designation.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATES only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. It is highly recommended that any contractor submitting a bid *personally visit each site prior to submitting a bid. Maps showing each area will be provided to all interested parties at the mandatory pre-bid meeting.*

Each class typically represents the frequency of turf grass mowings / cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, removing or adjusting tree stake kits, and others must be performed with every scheduled visit.

Rights-of-Way, Facilities and Retention Ponds

Class "A" Maintenance

Number of Site Visits: A total of thirty-nine (39) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-nine (29) visits of the season start April 1st thru October 31st. The final ten (10) visits start November 1st thru March 31st.

Class "B" Maintenance

Number of Site Visits: A total of thirty-six (36) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-six (26) visits of the season start April 1st thru October 31st. The final ten (10) visits start November 1st thru March 31st.

Class "C" Maintenance

Number of Site Visits: A total of thirty-two (32) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twenty-three (23) visits of the season start April 1st thru October 31st. The final nine (9) visits start November 1st thru March 31st.

Class "D" Maintenance

Number of Visits: A total of twenty-four (24) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All twenty-four (24) visits of the season shall be scheduled at the rate of two (2) visits per month between January 1st and December 31st.

The following maintenance activities shall occur during each scheduled site visit:

TRASH / DEBRIS CLEANUP: The Contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines. This includes, but is not limited to paper, bottles, cans, palm fronds and tree limbs from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

MOWING OF TURF GRASS AREAS: All turf grass areas within specified facilities, parks, rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. No more than one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. The minimum turf grass mowing heights shall be as follows:

St. Augustine – 2.5 inches

Argentine Bahia – 3 inches

Areas where large mowers are impractical shall be serviced using small push mowers such as the narrow median tips along Dunlawton Avenue, US1 (Ridgewood Avenue) and Nova Road. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clump of clippings will be distributed by mechanical blowing or collected and removed. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

EDGING OF TURF GRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground covers or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types.

STRING TRIMMING OF TURF GRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts,

decorative light poles or other City property, other non-mechanical means must be performed.

BLOWING OF DEBRIS AND TURF GRASS CUTTINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clipping and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements.

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned. However, the Contractor shall be responsible to remove all crisscross, dead, or broken branches and Contractor shall remove all sucker growth that occurs between the root ball and bottom of the tree canopy to maintain a minimum clear truck height of 7 feet 6 inches where applicable. Crepe Myrtles shall not be cut back or tipped.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree, with no exceptions. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turf grasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalk areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to notify the City to determine if a replacement is necessary.

FERTILIZATION, DISEASE AND INSECT CONTROLS: All landscaped areas shall be treated as outlined below to maintain all trees, palms, shrubs, groundcovers, and turf grass in good, healthy appearance and color. An application schedule along with the specified products must be submitted and approved by the City prior to applications.

TURF GRASS FERTILIZATION: St Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized two (2) times per year and no more than one (1) pound of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash shall be 1:1 or 2:1. A complete fertilizer shall be applied twice per year in March and October.

PALM TREE FERTILIZATION: All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") two (2) times per year at a rate of eight (8) pounds per application. Fertilizer shall be applied in March and October. Fertilizer shall be broadcast under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.

SHRUB AND GROUND COVER FERTILIZATION: All shrubs and ground covers plantings shall be fertilized one (1) time per year in March with a heavy application of a balanced, slow release fertilizer. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the rootball of each plant. Broadcasting fertilizer on top of mulch is not allowed unless approved by the City.

DISEASE & INSECT CONTROL: Contractor shall be responsible for the immediate control and identification of any insect or disease causing organisms that may arise in any landscape area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. Upon confirmation of a specific problem requiring treatment, pesticides shall be applied as needed on a spot treatment basis, whenever possible using the least toxic, effective pesticide. All applications of pesticides and fertilizations shall be performed when temperatures are below 90 degrees and wind drift is negligible. All applicators shall have a State licensed, certified, operator on staff or use a City approved sub-contractor that is licensed and certified for pest control.

Records shall be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City. All service costs related to pest control are to be included in the "total cost", as listed in the Bid Schedule. The Contractor or subcontractor shall be in strict accordance with all state and local regulations concerning licensing and safety requirements and be registered with the City of Port Orange.

HERBICIDES: Herbicide(s) shall be used only with the prior written approval of the City and only in those areas authorized by the City. Pre-emergence herbicide shall be applied for control of winter annual weeds and herbicide shall be applied when night-time temperatures drop to fifty-five to sixty degrees Fahrenheit for several consecutive days from late October 20th to early November 7th. Contractor shall be responsible for the identification of weeds and recommendations of appropriate selective herbicides. Selective herbicides shall be used to manage weed outbreaks throughout the growing season. All herbicide applicators must be licensed by the State of Florida to apply herbicides, and a copy of the State license shall be provided to the City.

LANDSCAPE PLANTING BED MULCHING: All mulched areas shall be replenished once a year between the winter months of November to March. The Contractor shall properly prepare all planting beds by cutting new bed edges, adjusting tree rings sizes, raking out or removing excess mulch, digging new edges along concrete curbs and sidewalks and removing all weeds and dead plant materials prior to top-coating existing mulch areas with the same type of mulch. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches.

IRRIGATION SYSTEMS: Contractor shall be required to repair/replace any irrigation parts that are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

The following are additional requirements of this maintenance contract:

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE: Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City shall approve all plant replacements, sizes and specifications.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance and utility operations.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required on pedestrian and vehicular traffic areas.

Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due to the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for two (2) years from date of acceptance. Contract will be renewable for up to 2 years in annual increments, upon agreement of both parties.

If approved by Council, an annual CPI rate increase will be applied October 1st of each year following the first year of the contract. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase will be based on rates released in July by the United State Department of Labor, Bureau of Labor Statistics.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City. Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency.

The Contractor shall provide the name and telephone number of a representative to meet periodically with the City.

The City reserves the right to accept or reject any employee of the Contractor

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

SCOPE A – FACILITIES MAINTENANCE LEVELS: Class "A", Class "B", and Class "C" maintenance will be provided for locations identified under Scope A – Facilities Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE B – RETENTION PONDS MAINTENANCE LEVELS: Class "D" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE C – RIGHTS – RIGHTS OF WAY MAINTENANCE LEVELS: Class "A", Class "C", and Class "D" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

SCOPE D – WELLFIELD SITE MAINTENANCE: Class "E", Class "F", Class "G", and Class "H" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

City's Well Fields

Access, scheduling, maintenance activities, inspections and reporting shall be conducted through the City's Public Utilities Department.

Access is restricted based on U.S. Department of Homeland Security requirements. Prior to entering these areas, all persons must be pre-approved by the City of Port Orange Public Utilities Water Department. Contractor shall provide:

- Complete written list of all persons entering this area
- Color copy of each individual's driver's license or other government issued identification

Instruction for entering this City property will be provided from time to time as deemed appropriate.

Class "E" Maintenance

Number of Visits: A total of eighteen (18) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: The first twelve (12) visits of the season start April 1st thru October 31st the final six (6) visits start November 1st thru March 31st.

Class "F" Maintenance

Number of Visits: A total of twelve (12) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All twelve (12) visits of the season start April 1st thru October 31st.

Class "G" Maintenance

Number of Visits: A total of six (6) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All visits of the season start April 1st thru October 31st.

Class "H" Maintenance

Number of Visits: A total of four (4) maintenance visits shall be provided between January 1st and December 31st.

Maintenance Frequency: All visits of the season start April 1st thru October 31st.

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**SECTION 95
SCHEDULE OF UNIT PRICES**

Professional Landscape Maintenance Services Bid # 15-04

27

EXHIBIT "I"

SCOPE A

ANCE

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

EXHIBIT "E"

RETENTION PONDS MAINTENANCE LEVELS

SCOPE B

TURF MAINTENANCE

TREE & SHRUB MAINTENANCE

NAME	SQUARE FOOTAGE	ACRES	COST PER MOW	Number of Mows Per Year	TURF MAINTENANCE				TREE & SHRUB MAINTENANCE				PALM TREES			
					TOTAL ANNUAL COST	MULCH COST PER APPLICATION	FERTILIZER 2X PER YEAR COST PER APPLICATION	TURF GRANULAR FERTILIZER 2X PER YEAR COST PER APPLICATION	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	FERTILIZER 2X PER YEAR COST PER APPLICATION	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER 2X PER YEAR COST PER APPLICATION	PALM TREES "PALM SPECIAL" 2X PER YEAR COST PER APPLICATION	TOTAL ANNUAL COST ALL APPLICATIONS
1 Commonwealth Boulevard Retention Pond	30,488	0.7		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2 Frederick Avenue Retention Pond	35,931	2.1		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 Westridge Avenue Retention Pond	42,821	0.98		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 Fairbrook Road Retention Pond	47,000	1.08		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5 Nova Road Retention Pond #1	60,040	1.38		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6 Nova Road Retention Pond #2	90,125	2.07		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7 Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
9 Nova Road Retention Pond #5	55,075	1.49		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10 Whippenwill Drive Retention Pond	61,348	1.41		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11 Devon Street Retention Pond	47,050	1.08		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
12 Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
13 Taylor Woods Retention Pond	125,550	2.88		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
14 Warren Way Retention Pond	25,000	0.57		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
15 Tompkins Drive Retention Pond	40,315	0.93		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
16 Squirrel Nest Lane Retention Pond	20,000	0.46		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
17 Canal View Boulevard Retention Pond	65,574	1.51		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
18 Ruth Street Retention Ponds (3 Ponds)	119,520	2.74		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
19 Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
20 Causeway Retention Pond (west end)	4,784	0.11		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
21 Cambridge Pump Station Retention Pond	226,300	5.24		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
22 Spruce Creek Swales Swale Areas (2)	58,160	1.33		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
23 Public Utilities Easement	15,210	0.35		24					N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GRAND TOTAL																

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

RIGHTS OF WAY MAINTENANCE LEVELS

Class "A" Maintenance

Turf Maintenance Scope C

Tree & Shrub Maintenance

Palm Trees

Road Name	Square Footage	Acres	Mow Cost Per Acre	Total Mow Per Year	Turf Maintenance Scope C				Tree & Shrub Maintenance				Palm Trees			
					Granular Fertilizer 2x Per Year Application	Mulch Cost Per Application	Turf Granular Fertilizer 2x Per Year Application	Pesticide Treatment Annual Cost	Herbicide Treatment Annual Cost	Granular Fertilizer 1x Per Year Application	Pesticide Treatment Annual Cost	Herbicide Treatment Annual Cost	Granular Fertilizer 2x Per Year Application	Pesticide Treatment Annual Cost	Herbicide Treatment Annual Cost	Total Annual Cost All Applications
1 Causeway and High Rise Bridge	32,427	0.72		39												
2 Ridgewood Avenue/Medians	140,852	3.23		39												
3 Ridgewood Avenue Roadbeds	78,919	1.81		39												
4 Dunlawton Avenue Medians	338,744	7.76		39												
5 Dunlawton Avenue Roadbeds	791,044	18.16		39												
6 Nova Road Medians	90,008	2.07		39												
7 Nova Road Roadbeds	404,895	9.26		39												
8 Hedden Court	69,000	1.64		39												
Grand Total																

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

RIGHTS OF WAY MAINTENANCE LEVELS

SCOPE C

TURF MAINTENANCE

TREE & SHRUB MAINTENANCE

PALM TREES

Class "C" Maintenance

ROAD NAME	SQUARE FOOTAGE	ACRES	COST PER MCW	Total Mows Per Year	TOTAL ANNUAL COST	MULCH COST PER APPLICATION	GRANULAR FERTILIZER 2X PER YEAR COST PER APPLICATION	Turf Granular Fertilization TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER 2X PER YEAR COST PER APPLICATION	HERBICIDE TREATMENT TOTAL ANNUAL COST	PESTICIDE TREATMENT TOTAL ANNUAL COST	HERBICIDE TREATMENT TOTAL ANNUAL COST	GRANULAR FERTILIZER "PALM SPECIAL" 2X PER YEAR COST PER APPLICATION	Palm Trees Fertilizer TOTAL ANNUAL COST	Total Annual Cost ALL APPLICATIONS
9 Williamson Boulevard Medians	154,438	3.54		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10 Williamson Boulevard Roadside	705,673	16.2		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11 Airport Road Medians	25,500	0.59		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
12 Airport Road Roadside	167,810	3.84		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
13 Sunnyside Road Extension Medians	2,850	0.07		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
14 Sunnyside Road Extension Roadside	83,900	1.93		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
15 Town West Boulevard Medians	97,096	2.11		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
16 Town West Boulevard Roadside	481,310	11.05		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
17 Conrad Boulevard Medians	25,715	0.59		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
18 Conrad Boulevard Roadside	139,600	2.99		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
19 Medline Avenue Medians	19,535	0.45		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
20 McGinnis Avenue Roadside	94,286	2.16		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
21 Willow Run Boulevard Medians	11,410	0.26		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
22 Willow Run Boulevard Roadside	898,720	19.25		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
23 Peninsula Drive	15,000	0.34		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
24 HFE Boulevard	1,052	0.04		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
25 Rutland Street Medians	9,072	0.21		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
26 Rutland Street Roadside	9,500	0.23		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
27 Roberts Street Medians	9,878	0.09		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
28 Tree Garden Drive Medians	7,350	0.17		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
29 Wilshire Boulevard Medians	38,861	0.87		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
30 Countrydale Drive Medians	2,436	0.06		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
31 Marinas Drive Medians	27,821	0.63		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
32 Ringwood Way Medians	8,700	0.2		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
33 Sugar House Boulevard Medians	8,360	0.14		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
34 Corn Way Medians	2,500	0.06		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
35 Tab Circle Medians	400	0.01		32		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Grand Total																	34

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.
Professional Landscape Maintenance Services Bid # 16-04

RIGHTS OF WAY MAINTENANCE LEVELS

SCOPE C

TURF MAINTENANCE

Class "D" Maintenance

TREE & SHRUB MAINTENANCE

PALM TREE MAINTENANCE

ROAD NAME	SQUARE FOOTAGE	ACRES	COST PER MOW	Total Mows Per Year	TOTAL ANNUAL COST	TURF MAINTENANCE				TREE & SHRUB MAINTENANCE				PALM TREE MAINTENANCE			
						MUCH COST PER APPLICATION	GRANULAR FERTILIZER 2X PER YEAR COST PER APPLICATION	Turf Granular Fertilization TOTAL	PESTICIDE TREATMENT TOTAL	HERBICIDE TREATMENT TOTAL	GRANULAR FERTILIZER 3X PER YEAR TOTAL	PESTICIDE TREATMENT TOTAL	HERBICIDE TREATMENT TOTAL	GRANULAR FERTILIZER "PALM SPECIAL" 2X PER YEAR COST PER APPLICATION	Palm Trees Fertilizer TOTAL	Annual Cost All Applications	Total Annual Cost
36 Taylor Road	293,277	5.35		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
37 Spruce Creek Road	556,400	12.81		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
38 Midline Avenue	609,350	14		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
39 Canal View Boulevard	145,050	3.33		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
40 Central Park Boulevard	295,946	6.78		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
41 Elyse Morris Boulevard	203,340	4.68		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
42 Hensel Road	97,435	2.24		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
43 Yorktown Boulevard Median	1,290	0.03		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
44 Yorktown Boulevard Roadside	207,500	4.76		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
45 Avon Court Triangle Median	2,500	0.06		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
46 Herbert Street	155,611	3.57		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
47 Train Depot Building (Herbert Street)	41,725	0.96		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
48 Commonwealth Boulevard	41,285	0.95		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
49 Oak Street	33,678	0.77		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
50 Jackson Street	20,686	0.47		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
51 Victoria Gardens Boulevard Medians	1,240	0.03		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
52 Victoria Gardens Boulevard Roadside	26,510	0.65		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
53 Sweetwater Boulevard	23,010	0.53		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
54 Stewart Avenue	12,550	0.29		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
55 Hidden Lake Drive	12,736	0.29		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
56 Old Hemlock Road	14,268	0.33		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
57 Poplar Hill Road	5,779	0.13		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
58 Highpoint Drive	8,000	0.18		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
59 Turner Road	4,272	0.1		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
60 Oakleaf Road	7,236	0.17		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
61 Gladys Street	4,800	0.11		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
62 Newton Road	6,336	0.15		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
63 Bay Ridge Lane Median	9,164	0.21		24		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Grand Total																	

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

SCOPE D

WELLFIELD SITE MAINTENANCE

CLASS "E" MAINTENANCE									
SITE DESCRIPTION	FROM	TO	SQUARE FOOTAGE	ACRES	Cost Per MOW	Number of Mows Per Yr.	Total Annual Cost	STRING TRIMMING	EDGING
1 Pumping Station & Tank Facility	South End of Bear Trail		94,525	2.17		18			N/A
2 Maintenance Building	Shunz Road & Flow Way		9,893	0.23		18			N/A
3 Well Buildings (27 Sites)	SEE MAP FOR LOCATIONS		59,475	1.37		18			N/A
4 Generators (5)	Located at Well Buildings		10,890	0.25		18			N/A
CLASS "F" MAINTENANCE									
5 Solar Array	South Campsite Road		13,350	0.31		12			N/A
CLASS "G" MAINTENANCE									
6 Reservoir Lake "A"	South End of Bear Trail		334,620	7.68		6		N/A	N/A
7 Reservoir Lake "B"	East of Reservoir "A"		372,270	8.55		6		N/A	N/A
WELLFIELD RIGHTS OF WAY									

CLASS "H" MAINTENANCE									
SITE DESCRIPTION	FROM	TO	SQUARE FOOTAGE	ACRES	Cost Per MOW	Number of Mows Per Yr.	Total Annual Cost	STRING TRIMMING	EDGING
8 Shunz Road Right of Way	County Road 415	Flow Way	1,267,200	29.09		4		N/A	N/A
9 Shunz Road Right of Way	Flow Way	Interstate 4 (I-4)	361,800	7.27		4		N/A	N/A
10 Bear Trail Right of Way	Shunz Road (southeastward)	The Reclaimed Storage Tank	79,200	1.82		4		N/A	N/A
11 Flow Way Right of Way	Shunz Road (southward)	Road End	79,200	1.82		4		N/A	N/A
12 Campsite Road Right of Way	Shunz Road (northward)	Road End	20,400	0.47		4		N/A	N/A
13 Campsite Road Right of Way	Shunz Road (southward)	Road End	950,400	21.82		4		N/A	N/A
14 Harley Road Right of Way	Shunz Road (northward)	Road End	31,500	0.72		4		N/A	N/A
15 Harley Road Right of Way	Shunz Road (southward)	Road End	221,760	5.09		4		N/A	N/A
16 Artesian Drive Right of Way	Harley Road (southward)	Road End	205,800	4.72		4		N/A	N/A
17 Puddle Lane Right of Way	Harley Road (westward)	Road End	79,200	1.82		4		N/A	N/A
18 Drama Way Right of Way	Shunz Road (southward)	Puddle Lane	126,720	2.91		4		N/A	N/A
19 Pasture around Dirt Stockpile Lot	Shunz Road (south side)		1,089,000	25		4		N/A	N/A
GRAND TOTAL								N/A	N/A

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

Exhibit "2"

Payment and Performance Bond

(Exhibit "2" includes a total of 3 pages)

RETURN RECORDED DOCUMENT TO:

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

Yellowstone Landscape-Southeast, LLC
Bid 16-04 Professional Landscape Maintenance Services

Bond No. SU34580

Recorded in the Public Records:
Instrument # 2016 060 978 4-06-16 @ 8:14 a.m.
Book: 7237 Page: 1860

Space Reserved for Recording Data

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

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

BY THIS BOND, We, **Yellowstone Landscape Southeast, LLC**, as Principal, and Aspen American Insurance Company, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **FIVE HUNDRED THIRTY THREE THOUSAND SEVENTY SIX AND 00/100 DOLLARS (\$533,076.00)** for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of April 4, 2016, entered into by and between the Principal and the City, for Professional Landscape Maintenance Services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

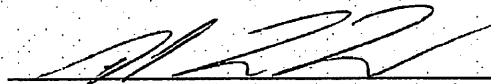
Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

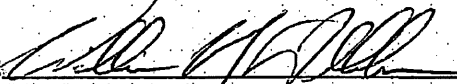
Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this 4th day of April, 2016.

Attest:

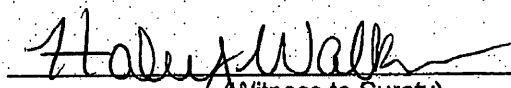
YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
(Principal)

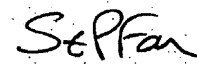

(As to Corporate Principal) Secretary

By: 
Tim Portland, Manager
William H. Decker
(Corporate Seal)

AL LALONDE
(Witness to Principal)

Aspen American Insurance Company
(Surety)


(Witness to Surety)

By: 
Name: Stephen P. Farmer
(Attorney-in-Fact)

(Corporate Seal)

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

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



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Ryan P. Rothrock; Stephen P. Farmer; Pamela Thompson; M. Decker Youngman; Tyler DeBord of Brown & Brown of Florida, Inc. its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, James Mercier, Senior Vice President, Mathew Raino, Vice President, Scott Mandeville, Vice President and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 16th day of October, 2013

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Ryan Field, Assistant Vice President

On this 16th day of October, 2013 before me personally came Ryan Field to me known, who being by me duly sworn, did depose and say; that he/she is Assistant Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation and the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Patricia C. Taber
Notary Public

My commission expires: May 31, 2016

CERTIFICATE

I, the undersigned, Ryan Field of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 4th day of April, 2016

By:

Name: Ryan Field, Assistant Vice President

* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com



City of Port Orange Public Works & Utilities Department

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

FROM: Lynn Stevens, Public Works & Utilities Director

DATE: April 18, 2018

SUBJECT: Yellowstone Landscape - Southeast, LLC
Contract CA 5316 Extension to the Standard Contract for Services

REQUEST:

The Public Works & Utilities Department is requesting City Council approval of the extension to Yellowstone Landscape – Southeast, LLC Standard Contract for Services (CA5316) for one year as outlined in the terms and conditions.

PURPOSE:

The purpose of this request is to maintain grounds at various rights of way and stormwater ponds throughout the City.

CONSIDERATION:

Yellowstone Landscape was contracted on April 4, 2016 to provide landscape maintenance services for various rights of way and stormwater ponds under contract CA5216. The contract was a two-year term with the option to renew for two – additional 1-year periods and an amount of \$533,076.00 per year.

This request is to renew the contract (CA 5316) with Yellowstone-Southeast LLC for one additional year as outlined in the terms and conditions of the contract for servicing the rights of way and storm water ponds.

An inspector was hired in April 2017 and given the responsibility to monitor the activities of the mowing contractors and meet with them regularly to ensure compliance with both contracts. Inspection reports are completed and deficiencies communicated to the contractor's for immediate correction. Yellowstone has been responsive and in compliance with the specifications.

FUNDING:

There are sufficient budgeted funds in accounts 001-4300-541-3420 and 001-4400-572-3420.

RECOMMENDATION:

The Public Works & Utilities Department is recommending City Council approval the extension to Yellowstone Landscape – Southeast, LLC Standard Contract for Services (CA5316) for one year as outlined in the terms and conditions.

ATTACHMENTS:

- a.) Standard Contract for Services – CA5316
- b.) Yellowstone Landscape-Southeast – CA5316 Bond

CC: Ronny Buttrum, Assist Public Works Director
Kynah Cockcroft, PW Sr. Administrative Assistant



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: No

SUBJECT: (I26) First Reading - Ordinance No. 2018-12 - Repealing the Library Advisory Board Ordinance No. 1996-29

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-12.

SUMMARY: The Library Advisory Board was established by Ordinance No. 1983-19 on July 18, 1983 and thereafter, amended by Ordinance No. 1996-29 on October 1, 1996.

The duties of the Library Advisory Board are:

- 1) Assist in determining library needs of the community.
- 2) Provide opportunity for combined public opinion and professional skill in the determination of community library needs.
- 3) Consider suggestions and criticisms and make recommendations to the City Council and the County Library Advisory Board.
- 4) Assist in planning of library programs.
- 5) Assist in establishing short-term and long-range goals for regional libraries.
- 6) Make reports to the City Council, as necessary, regarding library-related matters.

The "Port Orange Regional Library" is under the direction of Volusia County and is, in fact, a Volusia County Public Library with Jane Weimer as the Regional Librarian and Cyndy Moore the Branch Manager. Library Staff is responsible for the programs and goals of the library and have a County Library Advisory Board, as well as Friends of the Library that allow for public opinion.

The Library Advisory Board of the City of Port Orange has not met since March 2, 2017 due to a lack of quorum each month. The functions of overseeing the "Port Orange Regional Library" rest with the County and our volunteers and resources could be used in other areas of the City.

The Chairman and City Council have discussed duties of the Board, but have been unable to utilize this Board as intended.

Staff recommends repealing Ordinance No. 1996-29 that established the Port Orange Library Advisory Board.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-12	Ord. No. 2018-12 .pdf
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Robin Fenwick	Created/Initiated - 04/10/2018
Alan Rosen	Approved - 04/10/2018
Margaret Roberts	Approved - 04/23/2018
Jake Johansson	Approved - 04/23/2018
Robin Fenwick	Final Approval - 04/24/2018

ORDINANCE NO. 2018-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REPEALING
ORDINANCE 1996-29; DISBANDING THE LIBRARY ADVISORY
BOARD OF THE CITY OF PORT ORANGE, FLORIDA; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council initially established the Library Advisory Board by
adopting Ordinance No. 1983-19, amended by Ordinance No. 1996-29; and

WHEREAS, the needs of the Board have been replaced through the functions of
Volusia County; and

WHEREAS, the City Council has deemed it prudent to disband the Library
Advisory Board.

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
Ordinance No. 1996-29, disbanding the Library 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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/01/2018

Consent item: No

SUBJECT: (J28) City Manager Comments

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

SUMMARY: The TVEDC Quarterly update is scheduled for May. They are providing us with a presentation in June and staff will combine the May report with the June presentation.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 04/05/2018
Approved - 04/24/2018
Final Approval - 04/24/2018
