



PORT ORANGE CITY COUNCIL

SPECIAL MEETING/WORKSHOP

Council Chambers

Tuesday, May 22, 2018 @ 5:00 PM

Pursuant to Section 3.06 of the Charter of the City of Port Orange, the Mayor has called a **Special Meeting/Workshop** of the City Council to be held for the following purposes:

OPENING

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

ACTION ITEMS

4. Quentin L. Hampton/Mead Hunt Task Authorization No. 7 for CDBG Environmental Review Compliance

DISCUSSION ITEMS

5. Riverfest Event Report
6. The Down Under Redevelopment
7. I-95 Gateway Signage
8. Monthly Financial Report
9. Budget Discussion

ADJOURNMENT

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

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

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

City Council Special Meeting/Workshop

May 22, 2018

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/22/2018

Consent item: No

SUBJECT: (4) Quentin L. Hampton/Mead Hunt Task Authorization No. 7 for CDBG Environmental Review Compliance

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve subject to the City Manager's and Assistant City Attorney's review, modification and acceptance of the final contract documents for Task Authorization No. 7 with Quentin L. Hampton Associates/Mead Hunt for Environmental Review Record for a cost of \$26,370; authorizing the Mayor and City Clerk to execute the final contract documents with modifications, if any, consistent with the purposes set forth herein.

SUMMARY: The City is in need of an environmental review for the Virginia Avenue and Monroe Street Drainage Improvement Project for HUD CDBG compliance. RFQ DB 18-05 Environmental Review Record Services was prepared and 477 suppliers were notified with no responses. Quentin L. Hampton Associates submitted a proposal for HUD CDBG Environmental Assessment Services. The Scope of Services is in conformance with the attached Master Contract for Engineering Services for RFSQ 16-32 between the City of Port Orange and QLH. The work will be performed for the lump sum of \$26,370 and paid for with HUD CDBG funding.

Project No.: DIP059 Funding Account No.: 110-1904-554-61-00

ATTACHMENTS:

1.	Task Authorization No 7	Task Authorization No 7.pdf
2.	QLH Master Contract for Engineering Services	QLH Master Contract for Engineering Services.pdf
3.	QLH Proposal for Environmental Review Services	QLH Proposal 5.17.18.pdf

Tracey Riehm
Amanda Lasecki
Tracey Riehm
James Tillman
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 05/15/2018
Approved - 05/16/2018
Approved - 05/16/2018
Approved - 05/16/2018
Approved - 05/18/2018
Approved - 05/18/2018
Final Approval - 05/18/2018

TASK AUTHORIZATION NO. 7
Master Contract for Engineering Services dated December 27, 2016
Between the City of Port Orange, Florida and
Mead and Hunt, Inc. d/b/a Quentin L. Hampton Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and Mead and Hunt, Inc. d/b/a Quentin L Hampton Associates, Inc., a Wisconsin corporation registered to transact business in the State of Florida, with its principal place of business at 2440 Deming Way, Middleton, WI 53562 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated as referenced above to RFSQ 16-32, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Director of Public Works and Utilities, Lynn Stevens, shall perform contract administration for this Task Authorization No. 7, and may be reached at 386-506-5575.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide an Environmental Review Record in compliance with 24 CFR Part 58, §570.604 and 40 CFR Part 1500-1508, for the Virginia Avenue and Monroe Street Drainage Improvement Project for HUD CDBG compliance, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
4. Contractor shall deliver the final reports within 30 days of written Purchase Order.
5. In return for the services identified above, the City agrees to compensate Contractor a lump sum of \$26,370.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.
7. Notice. For purposes of this agreement, notices to Mead and Hunt, Inc. pursuant to merger with /Quentin L Hampton Associates, Inc. shall be sent as follows:
Mead and Hunt, Inc.
Attn.: Brad Blais
4401 Eastport Parkway
Port Orange, FL 32127
bblais@glha.com

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

**Mead and Hunt, Inc. d/b/a Quentin L. Hampton
Associates, Inc.**

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

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

Printed Name: _____ Date: _____

Witnesses: **ATTEST:**

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

Printed Name: _____ Date: _____

EXHIBIT “A”

Mead and Hunt, Inc. d/b/a Quentin L. Hampton and Associates, Inc.

Dated May 14, 2018

Consisting of 2 Pages

**CITY OF PORT ORANGE
CDBG APPLICATION ASSISTANCE FOR
VIRGINIA-MONROE DRAINAGE IMPROVEMENTS**

This Scope of Services is in conformance with the Standard Contract for Engineering Services between the City of Port Orange (CITY) and QLH, A Mead & Hunt Company (QLH) dated December 27, 2016. This is subject to all conditions listed within the Contract.

General – The CITY is applying for grant funds from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant Program (CDBG). Assistance is needed to perform an environmental assessment and compliance finding per 24 CFR Part 58 (attached).

SCOPE OF SERVICES: The CITY desires QLH provide environmental assessment services for the above project.

QLH understands the CITY's requirements in applying for the CDBG grant. The following services are offered under this proposal:

- Archaeological and Historical Resource assessment survey per the attached Heritage Services proposal.
- Phase I Environmental Site Assessment per the attached G&S Good Environmental, Inc. proposal.
- Biological Protective Species Survey per the attached Biological Consulting Services, Inc. proposal.
- Coordination of subconsultants work, review, meetings and reimbursables.

COMPENSATION

The work described under the Scope of Services will be performed for the lump sum of \$26,370.

SCHEDULE

QLH will endeavor to deliver the final reports within 30 days after receiving a signed copy of this proposal.

If sales tax becomes due on professional services, the CITY shall reimburse QLH for any applicable sales tax cost. Any additional services shall be billed per the attached rate schedule.

CITY OF PORT ORANGE

QLH, A MEAD & HUNT COMPANY

BY: _____

BY: 

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

DATE: _____

DATE: 5/12/18

“PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.”

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S (MEAD & HUNT, INC.’s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rphenwick@port-orange.org.

ATTACHMENT “1” TO EXHIBIT “A”

Heritage Services, Inc.

Dated April 16, 2018

Consisting of 4 Pages



DANA STE.CLAIRE, M.A.
ARCHAEOLOGICAL CONSULTANT
HERITAGE SERVICES, INC.

DANA STE.CLAIRE | 820 TURTLE LAKE COURT | PONTE VEDRA, FL. 32082
(904)669-5318 | HERITAGESRVCS@AOL.COM

April 16, 2018

John Mischle
Production Manager
QLH, A Mead & Hunt Company
4401 Eastport Parkway
Port Orange, FL 32127

Re: Phase I Archaeological & Historical Survey of the Proposed Virginia Avenue and Monroe Street Area Stormwater Improvements, City of Port Orange, Volusia County, Florida.

Dear Mr. Mischle,

Per your request, please find herein a scope of work and project budget for a comprehensive cultural resource assessment survey of the proposed Virginia Avenue and Monroe Street area stormwater improvements project tract in the City of Port Orange, Florida. The project area is located Section 3, Township 16 South, Range 33 East.

The archaeological and historical resources assessment survey is designed to meet historic preservation requirements specified in the U.S. Department of Housing and Urban Development's Compliance Guidebook for 24 CFR Part 58 which outlines environmental assessment steps for HUD-assisted projects. Attachment 1 of the Consultation Checklist for Historic Preservation/Section 106 identifies four major steps: 1) initiation of consultation; 2) identification and evaluation of historic properties; 3) assess effects on any identified cultural resources; and 4) resolution of adverse effects on cultural resources (see attached Section 106 checklist). The study will consist of two components: an archaeological assessment survey of subsurface cultural deposits which may be present in the proposed project area and a historic properties survey of standing structures and other related resources in and along the stormwater improvements right-of-way.

The cultural resources assessment survey is required to satisfy Federal and State cultural resource provisions, particularly those contained in Section 380.06, Chapters 267 and 373, Florida Statutes. The authority for this procedure is Sections 106 and 110 of the National Historic Preservation Act of 1966 (Public Law 89-665) as amended, and 36 CFR Part 800: Protection of Historic Properties. The State Historic Preservation Office (SHPO) advises Federal agencies as they identify historic properties (listed or eligible for listing in the National Register of Historic Places), assess effects upon them, and consider alternatives to avoid or minimize adverse effects.

The archaeological survey will include systematic subsurface testing for the presence or absence of archaeological materials in areas of proposed construction and for historic properties (standing

structures) and other related historic resources, those surrounding areas in the corridor which may be affected by construction activity (Areas of Potential Effect or the APE). For archaeological site assessment, these areas will include uplands along existing natural drainages such as the Halifax River, areas of higher elevation (uplands), and areas in and around known archaeological sites or areas of historic occupation. All other areas will be surveyed in a comprehensive manner that will include surface investigations and subsurface testing at greater intervals.

A TRS search conducted by the Florida Master Site File, Division of Historical Resources, determined that archaeological sites and historic structures occur in and around the proposed stormwater improvements project area. The FMSF will be consulted to determine if recorded sites, both historic and archaeological, are located in areas of impact (APE).

During archaeological investigations, if the project area is determined to contain unmarked human burials and human skeletal remains, by procedure these will be brought to the attention of a District Medical Examiner if it is determined that the burial(s) represent an individual or individuals who have been dead less than 75 years, or to the attention of the State Archaeologist in the case that the remains are determined to be older than 75 years. Archaeological and development activities shall cease immediately until proper authorities, the District Medical Examiner or the State Archaeologist, make a determination and authorizes the continuance of work through their respective jurisdiction as defined by Florida Statutes. Procedures outlined in Chapter 872.05, Florida Statutes, will be followed regarding site preservation and protection, or mitigation, and reporting, this through the authority and direction of the District Medical Examiner and/or the State Archaeologist.

The purpose of the proposed cultural resource assessment survey is to locate and evaluate the integrity of any cultural resources that may be identified during the study including archaeological sites and historic properties. These sites will be assessed regarding their significance and potential eligibility for nomination to the National Register of Historic Places.

Recommendations will be made to QLH/Mead & Hunt Company regarding the mitigation of impact or preservation of significant cultural deposits, if found. The survey is designed to provide the U.S. Department of Housing and Urban Development, the St. Johns River Water Management District, the Florida Division of Historical Resources and any other affected Federal or State agency with information that will facilitate an agency assessment of cultural resources on the property and address permitting requirements pursuant to the subject City of Port Orange stormwater improvement project. All archaeological work at the project site will be conducted in compliance with Federal and State guidelines for such work.

A report of all findings of the Phase I cultural resource assessment survey will be included in a final report that meets the requirements of the Division of Historical Resources set forth in Chapter 1A-46, Florida Administration Code. The archaeological investigations will be concluded and a final report will be submitted to the State Historic Preservation Officer (SHPO), Florida Division of Historical Resources, within 30 days following the final phase of investigation including monitoring, if necessary. Some required maps and graphics will be provided by the client (using existing baseline maps).

At your authorization, I will initiate the cultural resource assessment survey of the proposed Virginia Avenue and Monroe Street area stormwater improvements project tract, City of Port Orange, in coordination with your project schedule. I can be contacted at (904) 669-5318. To authorize, please sign the budget page and e-mail an electronic copy to heritagesrvcs@aol.com.

All contractual correspondence should be addressed to:

**Dana Ste.Claire
Archaeological Consultant
Heritage Cultural Services (HSI)
820 Turtle Lake Court
Ponte Vedra, FL 32082**

Kindest regards,

Dana Ste.Claire, M.A., RPA
Heritage Cultural Services (HSI)

Attachment

Itemized Project Budget

Re: Archaeological & Historical Survey of the Proposed Virginia Avenue and Monroe Street Area Stormwater Improvements Project Tract, City of Port Orange, Florida

Archaeological Consultant Services (Project administrative consulting; coordination and communications with QLH/Mead & Hunt Company, HUD, the Florida Division of Historical Resources/SHPO, And SJRWMD.	\$ 1,165.00
Labor, supplies, materials, equipment transportation	\$ 11,750.00
Report Preparation and Submittals	\$ 1,870.00
Total	\$ 14,785.00

Signature and date authorizes **Heritage Cultural Services** to conduct a cultural resource assessment study per contractual services agreement. Please return to: Dana Ste.Claire, Heritage Cultural Services, 820 Turtle Lake Court, Ponte Vedra, FL 32082 or e-mail to heritagesrvcs@aol.com

ATTACHMENT “2” TO EXHIBIT “A”

G&S Good Environmental, Inc.

Dated April 11, 2018

Consisting of 3 Pages



G&S Good Environmental, Inc.

Consultants In: Phase I & II Environmental Site Assessments • Soil & Groundwater Testing
Tank Closure • Asbestos Surveys • Indoor Air Quality • Contamination Assessments

QLH, A Mead & Hunt Company
4401 Eastport Parkway
Port Orange, FL 32127

April 11, 2018

Attention: Mr. John Mischle

Reference: **PROPOSAL FOR PHASE I ENVIRONMENTAL SITE ASSESSMENT**
Virginia Ave and Monroe Street Area
Stormwater Improvements
Port Orange, Florida
G&S Proposal No. 2018GS-2020

Dear Mr. Mischle:

G&S Good Environmental, Inc. (G&S) is pleased to submit our proposal to conduct environmental site assessment services for the above referenced site. The purpose of the proposed site assessment is to evaluate potential environmental concerns associated with the site. Based on this, we propose to conduct a Phase I Environmental Site Assessment outlined on the attached Environmental Assessment Project Approach.

We have reviewed the HUD "Environmental Assessment Determinations and Compliance Findings" checklist. We believe that the Phase I ESA will satisfy the following:

1. Contamination and Toxic Substances

SCOPE OF WORK

The Phase I ESA will be conducted in general accordance with ASTM E 1527-013 standards and include: 1) a review of site ownership and environmental records to assess past uses and the potential for past on-site hazardous waste disposal; 2) a site reconnaissance to evaluate the existing site conditions; 3) review of historical aerial photographs and adjacent land uses, 4) a written report that documents work performed, the results of the assessment, and our conclusions and recommendations.

SCHEDULE

We will proceed immediately upon receiving written authorization. The Phase I ESA will be submitted within 10-15 working days. The report copies will be e-mailed to your office.

PROPOSAL

We propose to conduct a Phase I Environmental Site Assessment and with our General Conditions for a fee of **\$2,995.00**.

If you wish us to proceed, please sign one copy of the attached Work Authorization/Proposal Acceptance Form and return it to our office and we will initiate the project immediately.

To evaluate this site and to provide you with the best product possible, we require the following information with your authorization to proceed: present property owner and a fifty (50) year chain-of-title; legal description of the property; tax map or plot plan; intended use of property; and any special scheduling considerations.

G&S Good Environmental appreciates this opportunity to offer our services, and we are looking forward to the assignment. Please feel free to contact us at (386) 679-7133 with any questions or comments.

Respectfully submitted,

G&S Good Environmental, Inc.

A handwritten signature in black ink, appearing to read "Bill W. Good". The signature is stylized with a large, sweeping initial "B" and a long, horizontal stroke at the end.

Bill W. Good, PG
Professional Geologist
License No. 2292

G&S Good Environmental, Inc.

PROJECT NAME: PHASE I ESA
PROJECT LOCATION: Virginia Ave & Monroe Street, Port Orange, Florida
CLIENT NAME: Mead & Hunt Company **Date:** April 11, 2018
CLIENT ADDRESS: 4401 Eastport Parkway
Port Orange, FL 32127

I. Scope of Services and Understanding of Project (See attached proposal or as indicated below).

As Shown in G&S Proposal No. 2018GS-2020 (attached)

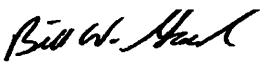
II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

- A. G&S General Conditions.
- B. G&S Proposal Dated: April 11, 2018
- C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
- D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client.)

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT:	<u>G&S Good Environmental, Inc.</u>	
BY (Signature):	Date	<u>April 11, 2018</u>
TYPED NAME:	TYPED NAME:	<u>Bill W. Good, P.G.</u>
TITLE:	TITLE:	<u>President</u>
DATE:	BY (signature)	<u></u>

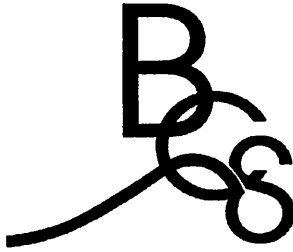
**RETURN EXECUTED COPIES TO
G&S GOOD ENVIRONMENTAL, INC.
4390 S. RIDGEWOOD AVENUE, PORT ORANGE, FLORIDA 32127
TELEPHONE: 386-679-7133 / FAX: 386-957-1831**

ATTACHMENT “3” TO EXHIBIT “A”

Biological Consulting Services, Inc.

Dated April 18, 2018

Consisting of 4 Pages



BIOLOGICAL CONSULTING SERVICES, INC.

SERVICES AGREEMENT

between

**Biological Consulting Services, Inc.
208 Rush Street
New Smyrna Beach, Florida 32168**

and

**QLH, A Mead & Hunt Company
4401 Eastport Parkway
Port Orange, Florida 32127
*John.mischle@meadhunt.com***

Project: Virginia Avenue and Monroe Street Areas Stormwater Improvements Project (survey area as depicted on Sheets 1 – 16 of the January 2017 90% Progress Plan Set) located in Section 3, Township 16 South, and Range 33 East, in Port Orange, Volusia County, Florida

This AGREEMENT, entered into on _____, 2018 by and between **BIOLOGICAL CONSULTING SERVICES, INC.**, hereinafter called **QLH, A Mead & Hunt Company**, hereinafter called the **CLIENT**, is for the performance of services described below in the **SCOPE OF WORK** upon **CLIENT'S** real property.

A. SCOPE OF SERVICES

1.0 Protected Species Survey

BCS will conduct literature and field reviews of the project study area for the presence of federally protected species, as listed by the Florida Fish and Wildlife Conservation Commission (FFWCC) as occurring or having the potential to occur in the project area. Potential habitat for these species identified within the project study area will be surveyed accordingly.

BCS will prepare a Protected Species Survey report documenting the findings/results of the protected species literature and field reviews and surveys noted above. The report will include a discussion of the proposed or conceptual project design and provide biological conclusions regarding potential project-related effects on federally protected species. Should it be determined that the project has the potential to "affect" any federally protected species, BCS will coordinate with the FFWCC as necessary.

This scope of services does not include protected species permitting or relocation. If the site inspection reveals that protected species permitting and relocation are required, a separate services agreement will be prepared for the services required to address those issues.

B. AGREEMENT TERMS

1. **FEES:** BCS's cost for the above listed Scope of Work will be a fee of two thousand five hundred dollars (\$2,500.00).
Any additional services (i.e. meetings) not outlined in this agreement will be billed on a time and materials basis per the attached fee schedule.
2. BCS cannot guarantee the acquisition of all permits/approvals. However, we will strive toward this end. CLIENT is responsible for payment of all consulting fees due BCS regardless of agency / governmental actions.
3. **BILLING:** BCS shall invoice the CLIENT at the beginning of each month for the work completed during the previous month. Upon completion of project an invoice will be provided.
4. **PAYMENT:** Payment is due immediately upon receipt of the invoice; after 45 days, CLIENT agrees to pay 1.5% late fee per month or portion thereof on unpaid balances.
5. **EXPENSES:** Expenses are included in the fee stated in Paragraph B.1, except as noted.
6. **DEADLINES:** ANY DEADLINES REQUIRE A THIRTY (30) DAY WRITTEN NOTICE TO ALLOW FOR PROPER PREPARATION AND SUBMITTAL OF DOCUMENTS TO ANY PARTY OTHER THAN CLIENT.
7. **INDEMNITY FOR CLIENT'S ACTS:** The CLIENT shall indemnify and save harmless BCS, and its agents, representatives and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, liabilities, costs and expenses, including attorney's fees, arising out of or in connection with or claimed to arise out of any error, omission or negligent act of the CLIENT or anyone acting in its behalf.
8. **TERMINATION:** This AGREEMENT may be terminated by either party upon seven (7) days written notice, but only in the event of substantial failure to perform in accordance with the terms herein, and through no fault of the terminating party. If this AGREEMENT is so terminated, the CLIENT shall pay BCS compensation for work completed up to the date of termination, upon receipt of invoice.
9. **ORAL PROMISES:** This document embodies the entire AGREEMENT and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter of this AGREEMENT. Any modification to this AGREEMENT must be in writing and signed by both parties.
10. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before recourse to arbitration or a judicial forum. Florida law shall apply to this AGREEMENT. Venue shall be in Volusia County.
11. **COMPLETION:** BCS will endeavor to commence work in a timely fashion and complete all work as quickly as possible. CLIENT understands that adverse weather or change in scope of work may extend the completion date.
12. **VALIDITY OF PROPOSAL:** Until signed by CLIENT, this AGREEMENT is a proposal, valid for thirty (30) days from the date of the authorizing signature of BCS. If after this date CLIENT is still interested in obtaining biological consulting services please contact BCS to provide an updated AGREEMENT.
13. **DEPOSIT:** No deposit is required.
14. **WAIVER OF RIGHTS:** The failure of either party to timely enforce any right under this AGREEMENT shall not operate to waive any other right under the AGREEMENT, nor shall it waive enforcement of subsequent breaches of the AGREEMENT.
15. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding or arbitration shall be entitled to a reasonable attorney's fee to be paid by the other party.
16. **ASSIGNMENT:** This AGREEMENT may not be assigned without prior written agreement of the parties.
17. **EFFECT OF AGREEMENT:** This AGREEMENT shall bind, and the benefits thereof inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns.

Protected Species Survey and Report
With QLH, A Mead & Hunt Company
Date of Contract: April 18, 2018

Page 3
Re: Virginia Avenue and Monroe Street Areas
Stormwater Improvements Project

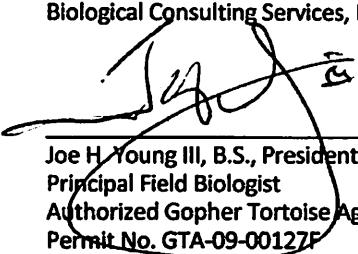
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this AGREEMENT upon the terms and conditions above stated on the day and year first written above.

PERSONAL GUARANTY:

If CLIENT is a corporation, the undersigned hereby personally guarantees the performance of this AGREEMENT by the corporation.

CONSULTANT

Biological Consulting Services, Inc.



Joe H. Young III, B.S., President
Principal Field Biologist
Authorized Gopher Tortoise Agent
Permit No. GTA-09-00127F

CLIENT

QLH, A Mead & Hunt Company

Authorizing Signature

Type or Print Name and Title

Please note: Per Florida Fish and Wildlife Conservation Commission (FWCC) guidelines, the results of a gopher tortoise burrow survey are valid for 90 days for the purpose of obtaining a gopher tortoise relocation permit and/or relocating gopher tortoises.

FEE SCHEDULE

PRINCIPAL - ESTUARINE / FIELD BIOLOGIST	\$115.00 / HOUR
SENIOR FIELD BIOLOGIST	\$90.00 / HOUR
FIELD BIOLOGIST	\$75.00 / HOUR
COMPUTER AIDED DRAFTING SPECIALIST	\$75.00 / HOUR
CLERICAL	\$50.00 / HOUR
MILEAGE (current Federal allowance)	ACTUAL COST



CITY OF PORT ORANGE MASTER CONTRACT FOR ENGINEERING SERVICES

This Master Contract for Engineering Services ("Contract") is entered into this 27th day of December, 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 **QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Florida corporation whose principal address is 4401 Eastport Parkway, Port Orange, Florida 32127 ("Engineer"). (The City and Engineer are collectively referred to herein as the "Parties.")

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

(i) Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, and related services for the City for preparation of a variety of projects administered by various departments within the City, including but not limited to the following:

- (1) Investigation of existing structures or sites and preparation of drawings, reports, calculations, cost estimates, schedules; coordination of special services such as testing and surveying;
- (2) Studies and planning for construction projects, including drawings, reports, calculations, cost estimates, schedules; coordination of special services such as testing and surveying;
- (3) Engineering services required to construct a variety of projects and related site work; preparation of design and construction documents – plans, specifications, calculations, cost estimates, reports and schedules; coordination of special services such as testing and surveying; provide required documents and services to obtain all construction permits; assist the City project manager with bidding and construction administration, including field visits, shop drawing review, applications for payment, punch list and certification;
- (4) Preparation of presentation boards and digital graphic photo realistic renderings;
- (5) Oral presentations and PowerPoint audio visual presentations; and
- (6) Leading project meetings and preparing and distributing meeting minutes

in accordance with Request for Statement of Qualifications #16-32 and Engineer's proposal in response thereto. A true and correct copy of RFSQ 16-32 and Engineer's proposal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange.

Projects may include City of Port Orange existing or proposed sites which require evaluation and/or site design for facilities with uses including Parks and Recreation, Fire and Police, flood control and/or stormwater treatment. Projects may also include review of development projects, traffic simulation/operations analysis models such as HCS, ARTPLAN, SYNCHRO, CUBE, and CFRPM, Traffic Impact Analysis creation and review, signal timing, traffic calming, intersection analyses, traffic improvement justification reports, Traffic Impact Analysis Methodology review, Conduct traffic counts and creation and review of roadway classification and Level of Service (LOS) capacity reports.

Plans will be drawn in AutoCAD format unless otherwise directed.

All documents resulting from any project performed hereunder shall become the sole property of the City.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years thereafter or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional two (2) year terms.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "1." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. 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. Furthermore, the City reserves the right, at its sole discretion, to utilize the Master Contract for Engineering Services entered into between the Parties on March 17, 2015 pursuant to Request for Statement of Qualifications No. 14-23, for the scope of services set forth therein.

3. City Obligations. The City reserves the right to utilize either (i) lump sum or (ii) hourly rate compensation as set forth in Exhibit "2" attached hereto. The City's obligation to pay Engineer 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. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer plus ten (10%) percent. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration. The Department Head requesting service ("Contract Administrator"), shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice." The work shall be under the direction of the authorized Contract Administrator who shall have final decision authority for all 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 contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Engineer 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 Engineer's negligent performance of the services furnished under this Contract.

5. Statement of Engineering Services. The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications;
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Permits. The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs. The preliminary sketches shall include plans, elevations and sections development in such detail and with

such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

- (iii) Working Drawings and Specifications. After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
- (iv) Original Drawings - Final Plans. Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City, the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications. The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

6. Responsibility of the Engineer. The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

7. Reuse of Documents. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's

risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

8. Expert Witness. The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

9. Modifications to Scope of Work/Change Orders

(a) Change Orders. The Contract Administrator, upon written approval 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 one or more of the following: the services to be performed, the contract 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 Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

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

10. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

- (i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- (ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.
- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

(1) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

(2) The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

(1) The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

(2) The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

(3) A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

12. Examination of Records

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

(b) The Engineer 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 Engineer involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

13. Public Records Compliance. Engineer shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Engineer does not transfer the records to the City.

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

ENGINEER QUESTIONS RELATING TO ENGINEER'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.

14. Termination for Non-Appropriation of Funds. 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 Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

15. Insurance

(a) Engineer shall maintain insurance during the life of this Contract. Engineer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. The Engineer shall furnish policies and certificates of insurance to the City for review and approval. Approval by the City of any policy of insurance shall not, however, relieve the Engineer from its responsibilities to provide the insurance coverage required herein. The certificates shall clearly indicate that the Engineer 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 Contract 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 Engineer shall notify the City and to the City's designated insurance Risk 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. Engineer shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Engineer 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 Engineer for the reasonable additional costs of increased coverage. The Engineer shall maintain the following coverages:

Required Insurance	Insurance	Standards	Comments
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</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>Additional Coverage:</u>	<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 Engineer shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage.
☒	Professional Liability (Errors & Omissions) <u>Additional Coverage:</u>	<u>Limits:</u> Coverage- \$1,000,000 minimum	

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

17. Liability for Loss or Damage. Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, 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 Engineer, its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

18. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

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

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer 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. Engineer 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.

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

20. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Contract in the first instance. The decision 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 City Council, Engineer shall proceed diligently with the performance of this Contract in accordance with that decision.

21. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

22. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

23. Additional Provisions. This Contract includes all additional provisions as may have been outlined in Request for Statement of Qualifications #16-32 and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof.

24. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

25. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: *(Department Head Requesting Service)*
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5500

Engineer: Quentin Hampton Associates, Inc.
Attention: Brad T. Blais, President
4401 Eastport Parkway
Port Orange, Florida 32127
(386) 761-6810 – Telephone
(386) 761-3977 – Business Fax
bblais@qlha.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

26. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Engineer and the City until the City signs this Agreement.

27. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

Bernadette Fox
Printed Name: Bernadette Fox

Karen Gimbel
Printed Name: Karen Gimbel

QUENTIN L. HAMPTON ASSOCIATES, INC.

By: [Signature]
Brad T. Blais, President

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

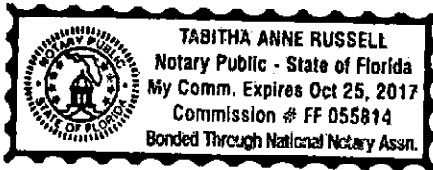
Date: 12/27/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th day of December, 2016, Brad T. Blais, as President of Quentin L. Hampton Associates, Inc., a Florida corporation, and who:

(Notar): Please select one)

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



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

Witnesses:

CITY OF PORT ORANGE

Sandra A. Largent
Printed Name: Sandra A. Largent

By: Allen Green
Allen Green, Mayor

Margaret T. Roberts
Printed Name: Margaret T. Roberts

Date: November 30, 2016

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of November, 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.



Margaret T. Roberts
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Barbara J. Abbate
Printed Name: Barbara J. Abbate

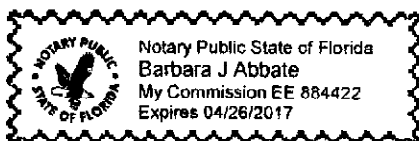
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Frances Gasnell
Printed Name: Frances Gasnell

Date: 11/30/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of Nov., 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 5670]

EXHIBIT “1”

(Consisting of 3 pages)

TASK AUTHORIZATION NO. ____

Standard Contract for Services dated _____

Between the City of Port Orange, Florida and Quentin L. Hampton Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 4401 Eastport Parkway, Port Orange, Florida 32127 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization 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 Task Authorization No. ____.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

QUENTIN L. HAMPTON ASSOCIATES, INC.

Printed Name: _____

By: _____

Brad T. Blais, President

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

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

[CA 5670]

QUENTIN L. HAMPTON ASSOCIATES, INC.
HOURLY RATE AND FEE SCHEDULE
(Revised October 2016)

<u>Position</u>	<u>Rate</u>
Expert Witness	\$250
Principal	\$175
Project Manager	\$175
Professional Engineer	\$140
Engineering Intern	\$100
Construction Services Supervisor	\$85
Production Supervisor.....	\$80
GIS Technician	\$75
CADD Technician	\$75
Grant/Funding Coordinator.....	\$70
Federal Grant Compliance Specialist.....	\$70
Construction Project Representative (Inspector)	\$65
Sr. Administrative Supervisor.....	\$60
Administration Support.....	\$55

Construction Engineering and Inspection (CEI) Services

Senior Project Engineer	\$175
Project Administrator/Project Engineer	\$140
Assistant Project Administrator/Project Engineer	\$100
Senior Inspector/Senior Engineer	\$85
Utility Coordinator.....	\$85
Senior Inspection Building Structures	\$85
Resident Compliance Specialist.....	\$70
Inspector/Engineer Intern.....	\$65
Asphalt Plant Inspector	\$65
Public Information Officer.....	\$65
Building Inspector/Electrical	\$65
Contract Support Specialist.....	\$65
Associate Contract Support Specialist	\$55
Inspector's Aide	\$55
Secretary/Clerk Typist	\$55

Subsurface Utility Engineering (SUE) Services

Project Manager	\$140
Project Coordinator	\$70
Field Technician.....	\$65
Administrative Support.....	\$50
Vacuum Excavator.....	\$600/day
Ground Penetrating Radar (GPR)	\$150/day
Truck	\$300/day

Building Code Services

Chief Building Official	\$85
Fire Safety Inspector/Fire Systems Plan Review	\$80
Building Plans Examiner	\$75
Building Inspector.....	\$65

Reimbursable Expenses:

<u>Item</u>	<u>Fee</u>
Printing /Reproduction/Graphics	Actual Cost
Sub-Consultant Services	Actual Cost
SUE Field/Marking/Restoration Supplies.....	Actual Cost
Travel	Actual Cost
Sales Tax	Actual cost if/when sales tax is applicable

Schedule Notes:

1. Schedule shall be subject to annual adjustments
2. Reimbursables subject to a 10% administrative fee, if allowed or as otherwise specified in Contract.
3. Rates are hourly rates unless otherwise noted.

Largent, Sandra

From: Largent, Sandra
Sent: Thursday, December 22, 2016 11:58 AM
To: Clark, Wayne
Cc: Tomlinson, Margaret; Williams, Krista; Purchdiv; Roberts, Margaret
Subject: Quentin L Hampton Associates Master Contract for Engineering Services
Attachments: Quentin L Hampton Associates Master Contract for Engineering Services.pdf

Importance: High

Good Morning. Please find attached for your review the Quentin L. Hampton Associates Master Contract for Engineering Services. The contract has a term commencing on the last date the contract is signed by the parties, and shall continue for a period of 3 years thereafter or until either party provides the other party written notice of its intent to terminate as provided in the contract. Upon written agreement of the parties and appropriation by the City Council, the contract may be renewed for up to 2 additional 2 year terms.

In return for services, the City reserves the right to utilize either lump sum or hourly rate compensation as set forth in Exhibit "2" of the contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then-current fiscal year.

Authorization of services will be by a written Task Authorization(s) issued by the City.

Please confirm that you approve this procedure.

Sandy Largent, ACP, FRP

NALA ADVANCED CERTIFIED PARALEGAL | FLORIDA REGISTERED PARALEGAL

CITY OF PORT ORANGE

Office of the City Attorney | 1000 City Center Circle | Port Orange, Florida 32129

(386) 506-5531 - Direct | (386) 506-5525 - Main | (386) 506-5530 - Fax

slargent@port-orange.org | www.port-orange.org



Largent, Sandra

From: Largent, Sandra
Sent: Thursday, December 22, 2016 12:01 PM
To: Brad Blais
Cc: 'Bernadette Fox'; Clark, Wayne; Tomlinson, Margaret; Williams, Krista; Purchdiv; Roberts, Margaret
Subject: Quentin L. Hampton Associates Master Contract for Engineering Services with City of Port Orange
Attachments: Quentin L Hampton Associates Master Contract for Engineering Services.pdf
Importance: High

Good Morning. Attached is proposed Master Contract for Engineering Services between the City of Port Orange and Quentin L. Hampton Associates, Inc.

1. Please review the document carefully, and if satisfactory, have the document signed by the President of the corporation in front of two witnesses and a notary public. ***If the document 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.***
2. ~~Please return signed copy of the document to me at slargent@port-orange.org~~, and return the original signed document to me at the address below.

Thank you for your professional courtesies.

Sandy Largent, ACP, FRP

NALA ADVANCED CERTIFIED PARALEGAL | FLORIDA REGISTERED PARALEGAL

CITY OF PORT ORANGE

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

May 17, 2018

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

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

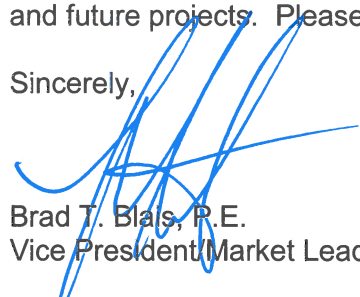
**RE: CDBG APPLICATION ASSISTANCE FOR
VIRGINIA-MONROE DRAINAGE IMPROVEMENTS**

Dear Ms. Stevens,

Per your request, QLH, A Mead & Hunt Company (QLH) is pleased to offer this revised professional engineering services proposal for this project. The work involves assisting the City in their efforts in applying for a CDBG grant. QLH will utilize subconsultants to perform Environmental Assessment Determination and Compliance Findings per 24 CFR Part 58.

The attached scope of services is in conformance with our Master Contract for Engineering Services dated December 27, 2016. We look forward to serving the City of Port Orange on this and future projects. Please contact our office if you have questions.

Sincerely,



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

BTB/AMG:bf



Andrew M. Giannini, P.E.
Senior Project Manager

cc: Amanda Lasecki, City of Port Orange (alasecki@port-orange.org)

Enclosure

4401 Eastport Parkway
P.O. Box 290247
Port Orange, Florida 32129-0247

Phone: (386) 761-6810
Fax: (386) 761-3977
www.qlha.com

**CITY OF PORT ORANGE
CDBG APPLICATION ASSISTANCE FOR
VIRGINIA-MONROE DRAINAGE IMPROVEMENTS**

This Scope of Services is in conformance with the Standard Contract for Engineering Services between the City of Port Orange (CITY) and QLH, A Mead & Hunt Company (QLH) dated December 27, 2016. This is subject to all conditions listed within the Contract.

General – The CITY is applying for grant funds from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant Program (CDBG). Assistance is needed to perform an environmental assessment and compliance finding per 24 CFR Part 58 (attached).

SCOPE OF SERVICES: The CITY desires QLH provide environmental assessment services for the above project.

QLH understands the CITY's requirements in applying for the CDBG grant. The following services are offered under this proposal:

- Archaeological and Historical Resource assessment survey per the attached Heritage Services proposal.
- Phase I Environmental Site Assessment per the attached G&S Good Environmental, Inc. proposal.
- Biological Protective Species Survey per the attached Biological Consulting Services, Inc. proposal.
- Coordination of subconsultants work, review, meetings and reimbursables.

COMPENSATION

The work described under the Scope of Services will be performed for the lump sum of \$26,370.

SCHEDULE

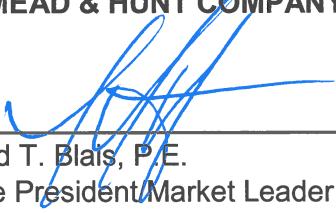
QLH will endeavor to deliver the final reports within 30 days after receiving a signed copy of this proposal.

If sales tax becomes due on professional services, the CITY shall reimburse QLH for any applicable sales tax cost. Any additional services shall be billed per the attached rate schedule.

CITY OF PORT ORANGE

QLH, A MEAD & HUNT COMPANY

BY: _____

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

DATE: _____

DATE: 5/17/18 _____

“PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC., MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.”

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S (MEAD & HUNT, INC.’s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rfenwick@port-orange.org.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/22/2018

Consent item: No

SUBJECT: (5) Riverfest Event Report

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION:

SUMMARY: The Port Orange/ South Daytona Chamber of Commerce partnered with the Port Orange/South Daytona Rotary to host the first annual Riverfest celebration at Riverwalk park May 2018. The organizations came to Council asking for a waiver of park rental fees to host the event. Council agreed to pay 50% of actual city costs and requested feedback on the planning and execution of the first major event hosted by a non city entity. They will provide a debrief and staff will provide the actual costs for discussion and guidance on how to proceed with big events in the future.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 05/15/2018
Susan Lovallo	Approved - 05/17/2018
Jake Johansson	Approved - 05/17/2018
Robin Fenwick	Final Approval - 05/17/2018



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/22/2018

Consent item: No

SUBJECT: (6) The Down Under Redevelopment

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION:

SUMMARY: Staff will be presenting conceptual ideas on possible improvements to the Down Under area to make it a unique destination in the River District. The Down Under area is the commercial area located under the Dunlawton Avenue Bridge, west of South Peninsula Drive. The Down Under area is one of 5 districts identified in the Port Orange Town Center CRA Plan. These proposed improvements would build upon the recent redevelopment in this area (e.g. DiMucci building, Hunter building, DJ's Deck, Jimmy Hula's) and improve the aesthetics and vitality of the area. Based on the input received, staff can begin to work on developing a plan for improving this area which could include the following:

- Replacing the chain link fence with a guard rail or decorative fence;
- Adding bike racks, picnic tables, benches, trash cans, and other site furnishings to the area;
- Working with the business owners in the Down Under area to re-establishing a master signage program for this area;
- Expanding parking options to allow targeted business to expand or establish;
- Working with FDOT to allow murals to be painted on the concrete bridge pilings and walls under the bridge;
- Land Development Code amendments to encourage further redevelopment;
- Creating a Marketing Plan or Branding for the area; and
- Other improvements or ideas identified at the May 22 workshop.

The intent is to create a plan based on the input received from Council and through work with the business owners in the Down Under area to identify funding sources (grants, TPO, CIP projects, private development, etc.) and coordinate with outside agencies or private property owners to implement improvements to further establish this area as an unique destination within the River District.

Project No.: Funding Account No.:

ATTACHMENTS:

Melanie Schmotzer

Created/Initiated - 05/14/2018

Tim Burman
Jake Johansson
Robin Fenwick

Approved - 05/14/2018
Approved - 05/15/2018
Final Approval - 05/16/2018



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/22/2018

Consent item: No

SUBJECT: (7) I-95 Gateway Signage

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: No motion required. For discussion and input only.

SUMMARY: Staff will be presenting conceptual ideas for the I-95 gateway signs to obtain input from City Council prior to initiating design stage for this project. The City Council has placed a priority on enhancing the appearance of the City's landscape and gateway areas and the I-95 Interchange area is one of the most highly visible areas within Port Orange. The interchange area was recently reconstructed as part of the I-95 widening project. For the landscaping portion of the I-95 widening project, the Florida Department of Transportation (FDOT) has contracted with Kimley-Horn to design the landscaping for the I-95 corridor (limits), including the areas between I-95 and the on/off ramps within Port Orange. According to FDOT, the cost for design, construction and maintenance of the landscaping will be covered by FDOT, and the landscaping is anticipated to be installed in 2019. Therefore, the City can concentrate resources on the design and construction of the interchange gateway signs to create a positive impression for visitors and a source of community pride for residents. The I-95 Interchange Gateway Signage is identified in the current CIP and has a design budget of \$63,704.

Project No.: Funding Account No.:

ATTACHMENTS:

Melanie Schmotzer
Tim Burman
Jake Johansson
Robin Fenwick

Created/Initiated - 05/14/2018
Approved - 05/14/2018
Approved - 05/15/2018
Final Approval - 05/16/2018



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/22/2018

Consent item: No

SUBJECT: (8) Monthly Financial Report

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION:

SUMMARY: The financial report for the period ended April 30, 2018 is attached. The report for the YMCA will be sent once it is received.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Financial Report	a finrptApr2018 final for publ.pdf
----	------------------	------------------------------------

Robin Fenwick
Tracey Riehm
Jake Johansson
Robin Fenwick

Created/Initiated - 05/16/2018
Approved - 05/17/2018
Approved - 05/17/2018
Final Approval - 05/17/2018



**The City of Port Orange
Finance Department**

MEMORANDUM

TO: Michael H. Johansson, City Manager
FROM: Tracey Riehm, Finance Director
DATE: May 15, 2018
SUBJECT: **Highlights of the April 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 April 30, 2018, representing 58% of the fiscal year. Except as noted throughout this report, revenues and operating expenditures are as expected for the fiscal year. Also attached is the financial reports from Cypress Head Golf Course. The YMCA financial report will be released when available. Detailed reports for all funds are available on the City's website at: http://www.port-orange.org/finance/?p=budget_and_financial_reports.

GENERAL FUND (Fund 001)

With 58% of the fiscal year complete, the General Fund revenues are 54% of budget and expenditures are 50% of the adjusted budget as summarized below:

2018			
GENERAL FUND	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$23,639,932	\$43,815,706	54%
EXPENSES	\$21,795,479	\$43,815,706	50%
Change in Fund Balance	\$1,844,454	\$0	

Revenues: Of the total \$23,639,932 in revenues, \$22,650,811 reflect operating revenue and \$989,121 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 97% collected to date. Ad-valorem taxes, offset by the sale of land in FY2017, account for the majority of the change in revenue when compared with this time last year.

Expenditures: With 58% of the fiscal year behind us, operating expenditures amounted to \$21,795,479 or 50% of the estimated expenditures for the year, with an additional encumbered amount of \$4,740,618. Actual operating expenditures are \$2,600,485 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 58% of the fiscal year complete, the Building Special Revenue Fund is reporting total revenues at 61% of budget while expenditures are 39% of the budget as summarized below:

2018			
Building Special Revenue	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$1,153,100	\$1,883,368	61%
EXPENSES	\$730,847	\$1,883,368	39%
Change in Fund Balance	\$422,253	\$0	

Revenues: Of the total \$1,153,100 in revenues, the Building Special Revenue Fund received \$1,139,611 in operating revenues related to permits, fees, and miscellaneous items with the remainder, \$13,489, representing interest income. Operating revenues are at 92% of the estimated budget, and is \$11,606 higher 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 \$730,847 or approximately 39% of estimated expenditure for the year. On a percent of budget basis, year-to-date expenditures are 14% lower than this time last year; with actual expenditures \$72,597 higher than this time last year.

Year to date, the Building Special Revenue Fund is reporting an increase in net position of \$422,253 in comparison to \$478,741 for the same time last year.

Please also see the attached financial statement for additional detail.

WATER & SEWER FUND (Fund 401)

With 58% of the fiscal year complete, the Water and Sewer Fund is reporting total revenues at 45% of budget while expenditures are 46% of the budget as summarized below:

2018			
Utilities Operating Fund	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$13,868,596	\$30,649,211	45%
EXPENSES	\$14,202,423	\$30,649,211	46%
Change in Fund Balance	-\$333,826	\$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 \$13,764,652 of the revenue source in the Water and Sewer Fund, reported an overall decrease of \$75,531 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 seven months operating expenses excluding depreciation amounted to \$7,491,784 or 49% of estimated expenses for the year, with an additional \$2,117,521 encumbered. Non-operating activity reports a net decrease of \$457,640, compared to a net gain of \$19,375 reported at the same time last year.

Currently, the water and sewer fund is reporting an income of \$5,815,229, and after transfers the fund is posting a decrease in net position of \$333,826, compared to an increase in net position of \$548,273 from this time last year.

The attached financial statement provides additional detail.

SOLID WASTE FUND (Fund 410)

With 58% of the fiscal year complete, the Solid Waste Fund is reporting total revenues at 52% of budget while expenditures are 50% of the budget as summarized below:

2018			
Solid Waste Fund	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$3,820,240	\$7,354,324	52%
EXPENSES	\$3,678,358	\$7,354,324	50%
Change in Fund Balance	\$141,882	\$0	

Revenues: Charges for services, which account for \$3,803,817 of the revenue source in the Solid Waste Fund, reported an overall increase of \$114,075 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 seven months operating expenses excluding depreciation total \$3,560,258 or 50% of estimated expenses for the year, with an additional encumbered amount of \$2,996,944. 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 \$259,982 and a change in net position of \$141,882 after allowing for transfers. The change in net position is \$68,441 more than this time last year.

The attached financial statement provides additional detail.

STORMWATER UTILITY FUND (Fund 412)

With 58% of the fiscal year complete, the Stormwater Utility Fund is reporting total revenues at 58% of budget while expenditures are 34% of the budget as summarized below:

2018			
Stormwater Operating Fund	FYTD Actual	Total Current Budget	% of Budget
REVENUE	\$4,263,696	\$7,377,074	58%
EXPENSES	\$2,530,510	\$7,377,074	34%
Change in Fund Balance	\$1,733,186	\$0	

Revenues: Drainage fees, which account for \$4,237,385 of the revenue source in the Stormwater Utility Fund, reported an overall increase of \$551,617 over the prior fiscal year and \$634,849 more than 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 92% 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 seven months, operating expenses excluding depreciation total \$897,859 which is 41% of the annual budget and \$9,313 less than last year. An additional \$547,662 is encumbered.

After allowing for non-operating expenses and transfers, the Drainage Fund is reporting an increase in net position for the first seven months of \$2,756,752 which is \$578,310 more than this time last year.

The attached financial statement provides additional detail.

GOLF COURSE REPORT

The consolidated financial reports for the period ending April 30, 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 April 30, 2018 for the YMCA will be released when available.

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 Revenue Comparison - General Fund (001) Period Ending: April 30 (58% of the Fiscal Year)									
Sub Activity	2016			2017			2018		
	FYTD Actual	Audited Annual Receipts		FYTD Actual	Audited Annual Receipts		FYTD Actual	Total Current Budget	
ADVALOREM TAXES	10,605,406	10,979,872	97%	11,537,816	11,919,198	97%	12,469,586	12,816,660	97%
SALES & USE TAXES	-	741,261	0%	-	748,718.18	0%	-	-	0%
UTILITY SERVICE TAXES	2,508,353	5,270,749	48%	2,531,818	5,332,884	47%	2,837,541	5,374,218	53%
COMMUNICATIONS SERVICE TX	783,475	1,784,375	44%	689,608	1,656,402	42%	725,995	1,618,112	45%
LOCAL BUSINESS TAX	53,027	148,250	36%	33,681	120,151	28%	41,069	150,000	27%
FEES & PERMITS	1,270,220	3,243,221	39%	1,187,821	3,264,494	36%	1,381,110	3,179,934	43%
INTER GOVT	2,531,501	5,379,844	47%	2,649,350	12,208,897	22%	2,811,983	6,051,226	46%
CHARGES FOR SERVICE	967,264	2,696,483	36%	1,603,963	2,958,720	54%	1,700,104	2,928,238	58%
FINES & FORFEITS	676,628	230,003	294%	61,621	33,529	184%	71,828	145,000	50%
MISC REVENUE	718,796	2,529,347	28%	1,881,263	2,509,962	75%	611,595	962,496	64%
INTERFUND TRANSFER	-	259,193	0%	-	24,225	0%	22,880	22,880	100%
CONTRB FROM ENTERPRISE FD	941,734	1,614,401	58%	940,134	1,611,658	58%	966,241	1,656,413	58%
APPROPRIATED EQUITY	-	-	0%	-	-	0%	-	8,910,529	0%
GENERAL FUND REVENUE:	\$21,056,404	\$34,877,001	60%	\$23,117,076	\$42,388,838	55%	\$23,639,932	\$43,815,706	54%

City of Port Orange Expense Comparison - General Fund (001) Period Ending: April 30 (58% of the Fiscal Year)									
Department Description	2016			2017			2018		
	FYTD Actual	Audited Annual Expenditures		FYTD Actual	Audited Annual Expenditures		FYTD Actual	Total Current Budget	
NON DEPARTMENTAL	1,780,033	4,386,966	41%	8,220,556	12,905,832	64%	4,153,095	9,872,615	42%
MAYOR & COUNCIL	111,065	212,693	52%	114,933	189,550	61%	111,033	186,135	60%
CITY MANAGER	315,349	588,524	54%	291,014	556,130	52%	305,553	606,739	50%
LEGAL SERVICES	301,402	563,991	53%	331,607	622,236	53%	321,420	666,151	48%
CITY CLERK	173,927	327,846	53%	186,246	331,773	56%	164,668	341,110	48%
FINANCE	551,181	968,625	57%	608,506	1,116,527	54%	636,872	1,264,096	50%
PERSONNEL	179,698	338,284	53%	180,305	354,651	51%	226,846	433,893	52%
COMMUNITY DEVELOPMENT	750,650	1,388,546	54%	817,814	1,477,657	55%	732,206	1,668,025	44%
FIRE SERVICES	4,666,580	8,267,873	56%	4,393,048	8,377,337	52%	4,814,628	8,741,890	55%
POLICE	5,996,726	11,668,827	51%	6,292,258	12,085,330	52%	6,910,736	13,115,944	53%
PUBLIC WORKS	1,149,888	2,252,723	51%	1,285,990	2,488,805	52%	1,370,456	2,687,682	51%
PARKS MAINTENANCE	949,043	2,031,817	47%	1,061,819	2,107,170	50%	1,353,820	2,664,836	51%
RECREATION	357,828	830,040	43%	371,725	844,345	44%	422,724	972,909	43%
ATHLETICS	254,212	441,446	58%	240,141	446,549	54%	271,420	593,681	46%
POGTV	1,463	3,462	42%	2	-	0%	-	-	-
GENERAL FUND EXPENSES:	\$17,539,045	\$34,271,663	51%	\$24,395,964	\$43,903,892	56%	\$21,795,479	\$43,815,706	50%
Excess of Revenue over(under) Expenditures	\$3,517,359	\$605,338		-\$1,278,888	-\$1,515,054		\$1,844,454	\$ -	

Note: minor variances in totals may exist due to rounding

CITY OF PORT ORANGE

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - BUILDING SPECIAL REVENUE FUND (109)
Period Ending: April 30 (58% of the Fiscal Year)

	FY2016			FY2017			FY2018		
	FYTD Actual	Audited Annual	%	FYTD Actual	Audited Annual	%	FYTD Actual	Budgeted Annual	%
Revenues									
Permits and fees	614,350	961,415	64%	1,127,864	1,873,911	60%	1,139,345	1,241,500	92%
Miscellaneous	126	126	100%	141	271	52%	266	-	0%
Total operating revenues	614,476	961,541	64%	1,128,005	1,874,182	60%	1,139,611	1,241,500	92%
Expenditures									
General government:									
Planning and community development	562,723	1,094,899	51%	658,250	1,252,064	53%	730,847	1,883,368	39%
Total operating expenses - w/o depreciation	562,723	1,094,899	51%	658,250	1,252,064	53%	730,847	1,883,368	39%
Operating income (loss)	51,753	(133,358)	-39%	469,755	622,118	76%	408,764	(641,868)	-64%
Non-operating revenues (expenses)									
Interest earnings	6,537	14,363		8,986	9,969		13,489	9,000	
Other income (expense)									
Interest and amortization expense									
Total nonoperating revenue (expenses)	6,537	14,363	46%	8,986	9,969	90%	13,489	9,000	150%
Income (loss) before contributions and transfers	58,290	(118,995)	-49%	478,741	632,087	76%	422,253	(632,868)	-67%
Appropriated Fund Balance								632,868	
Transfers									
Transfers in		-			-				
Transfers (out) - In Lieu of Tax									
Transfers (out) - Debt Service									
Change in net position	58,290	(118,995)		478,741	632,087		422,253	-	

Note: minor variances in totals may exist due to rounding

CITY OF PORT ORANGE									
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE									
BUDGET AND ACTUAL - UTILITIES OPERATING FUND (401 - ONLY)									
Period Ending: April 30 (58% 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	5,678,259	11,600,185	49%	5,860,229	11,523,919	51%	5,805,432	11,600,000	50%
Hydrant rentals	40,132	46,423	86%	39,851	45,885	87%	40,383	46,010	88%
Sewer charges	7,232,716	14,346,973	50%	7,336,185	14,319,633	51%	7,438,344	13,635,114	55%
Connections service, and cut-off charges	355,685	736,621	48%	539,163	941,828	57%	460,722	576,000	80%
Other revenues ²	20,290	104,876	19%	64,755	112,985	57%	19,770	36,253	55%
Total operating revenues	13,327,082	26,835,078	50%	13,840,183	26,944,250	51%	13,764,652	25,893,377	53%
Operating expenses²									
Personal services (plus travel per diem)	3,283,700	5,994,691	55%	3,399,780	6,179,593	55%	3,418,561	6,670,944	51%
Contractual services (Professional & Other)	1,480,256	2,622,163	56%	1,331,593	2,446,828	54%	1,393,628	2,990,769	47%
Utilities	698,940	1,183,948	59%	715,941	1,240,643	58%	763,320	1,366,200	56%
Maintenance and repairs	1,033,672	1,389,132	74%	877,551	1,343,619	65%	823,737	1,569,823	52%
Other supplies and expenses	1,031,097	2,118,171	49%	1,085,244	2,099,908	52%	1,092,538	2,596,176	42%
Total operating expenses - w/o depreciation	7,527,665	13,308,105	57%	7,410,109	13,310,591	56%	7,491,784	15,193,912	49%
Operating income (loss)	5,799,417	13,526,973	43%	6,430,074	13,633,659	47%	6,272,868	10,699,465	59%
Non-operating revenues (expenses)									
Interest earnings ²	74,466	105,720		65,743	69,133		103,944	74,448	
Other income (expense)	(268,905)			(46,368)	63,421		(561,584)	(4,914,062)	
Interest and amortization expense ²	(2,534)	(141,187)			(294,173)			-	
Total nonoperating revenue (expenses)	(196,974)	(35,467)	555%	19,375	(161,619)	-12%	(457,640)	(4,839,614)	9%
Income (loss) before contributions and transfers	5,602,443	13,491,506	42%	6,449,450	13,472,040	48%	5,815,229	5,859,851	99%
Appropriated Fund Balance									
Transfers									
Transfers in	-	-		-	542,609		-	-	
Transfers (out) - In lieu of tax	(714,819)	(1,225,404)	58%	(711,123)	(1,219,069)	58%	(734,334)	(1,258,858)	58%
Transfers (out) - debt service ^{1,2}	(5,051,295)	(8,659,363)	58%	(5,190,054)	(8,897,235)	58%	(5,414,721)	(9,282,379)	58%
Change in net position	(163,671)	3,606,739		548,273	3,898,345		(333,826)	-	

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

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - SOLID WASTE OPERATING FUND (410 - ONLY)
 Period Ending: April 30 (58% 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	3,641,602	7,169,080	51%	3,689,737	7,128,674	52%	3,803,810	7,090,017	54%
Other revenues	11	809	1%	5			7	-	
Total operating revenues	3,641,613	7,169,889	51%	3,689,742	7,128,674	52%	3,803,817	7,090,017	54%
Operating expenses									
Personal services	134,251	254,305	53%	136,470	199,337	68%	93,615	230,165	41%
Contractual services (Professional & Other)	2,712,214	6,441,284	42%	3,367,523	6,748,349	50%	3,456,494	6,899,860	50%
Utilities	418	741	56%	710	1,980	36%	1,342	2,904	46%
Maintenance and repairs	2,794	4,608	61%	4,172	8,167	51%	7,113	13,890	51%
Other supplies and expenses	8,337	9,435	88%	658	2,224	30%	1,694	3,948	43%
Total operating expenses (w/o depreciation)	2,858,014	6,710,373	43%	3,509,533	6,960,057	50%	3,560,258	7,150,767	50%
Operating income (loss)	783,599	459,516	171%	180,209	168,617	107%	243,559	(60,750)	-401%
Non-operating revenues (expenses)									
Interest earnings	17,706	24,128		12,717	14,055		16,423	20,000	
Other income (expense)					5,443			(1,100)	
Interest and amortization expense		-			-				
Total nonoperating revenue (expenses)	17,706	24,128	73%	12,717	19,498	65%	16,423	18,900	87%
Income (loss) before contributions and transfers	801,305	483,645	166%	192,926	188,115	103%	259,982	(41,850)	-621%
Appropriated fund balance								244,307	
Transfers									
Transfers in	-	-		-	-		-	-	
Transfers (out) - In lieu of taxes	(119,248)	(204,425)		(119,485)	(204,831)		(118,100)	(202,457)	
Transfers (out) - debt service									
Change in net position	682,057	279,219		73,441	(16,716)		141,882	-	

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

STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - STORMWATER OPERATING FUND (412 - ONLY)
 Period Ending: April 30 (58% 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	3,602,536	3,846,382	94%	3,685,768	3,923,603	94%	4,237,385	4,514,348	94%
Other revenues ²	258	37,795	1%	260	260	100%	382	-	0%
Total operating revenues	3,602,794	3,884,177	93%	3,686,028	3,923,863	94%	4,237,767	4,514,348	94%
Operating expenses²									
Personal services	384,220	735,974	52%	409,694	762,989	54%	336,256	905,364	37%
Contractual services (Professional & Other)	361,977	605,906	60%	404,607	730,707	55%	470,650	1,012,562	46%
Utilities	542	2,516	22%	1,028	2,063	50%	1,457	3,245	45%
Maintenance and repairs	42,391	89,546	47%	59,623	151,964	39%	60,777	159,478	38%
Other supplies and expenses	21,140	55,150	38%	32,220	75,814	42%	28,719	125,777	23%
Total operating expenses (w/o depreciation)	810,270	1,489,092	54%	907,172	1,723,537	53%	897,859	2,206,426	41%
Operating income (loss)	2,792,524	2,395,085	117%	2,778,856	2,200,326	126%	3,339,908	2,307,922	145%
Non-operating revenues (expenses)									
Interest earnings ²	28,318	20,992	135%	13,484	15,623	86%	25,929	26,700	97%
Other income (expense)	(756,626)	-		(613,898)	13,836		(609,085)	(3,415,964)	
Interest and amortization expense	-	(11,515)		-	(7,548)		-	-	
Total nonoperating revenue (expenses)	(728,308)	9,477		(600,414)	21,911		(583,156)	(3,389,264)	17%
Income (loss) before contributions and transfers	2,064,216	2,404,562	86%	2,178,442	2,222,237	98%	2,756,752	(1,081,342)	-255%
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	(107,667)	(184,572)	58%	(109,526)	(187,758)	58%	(113,807)	(195,098)	58%
Transfers (out) - debt service ^{1,2}	(896,582)	(1,536,997)	58%	(903,253)	(1,548,434)	58%	(909,759)	(1,559,586)	58%
Change in net position	1,736,967	2,060,851		1,165,663	1,430,164		1,733,186	-	

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
April 2018

Golf Course

City of Port Orange, Florida
Statement of Net Position
April 30, 2018
Consolidated Golf Course

ASSETS

Cash	\$	371,253.56
Accounts Receivable	\$	2,565.88
Inventory	\$	14,540.63
Inventory - Restaurant	\$	-
Prepaid Items	\$	16,222.88
Other Assets - Deposits	\$	750.00
Total Current Assets	\$	405,332.95
Land	\$	979,806.54
Buildings & Improvements	\$	5,273,164.11
Equipment	\$	92,796.79
Accum Depr	\$	<u>(2,713,903.81)</u>
Total Non-Current Assets	\$	3,631,863.63
TOTAL ASSETS	\$	4,037,196.58

LIABILITIES

Accounts Payable	\$	63,349.27
Unearned Revenue	\$	<u>128,408.18</u>
Total Current Liabilities	\$	191,757.45
Advances from Other Funds	\$	<u>3,288,558.16</u>
Total Non-current Liabilities	\$	3,288,558.16

TOTAL LIABILITIES **\$ 3,480,315.61**

NET POSITION

Net Investment In Capital Assets	\$	419,845.41
Income (Loss)	\$	<u>137,035.56</u>
TOTAL NET POSITION	\$	556,880.97

City of Port Orange, Florida

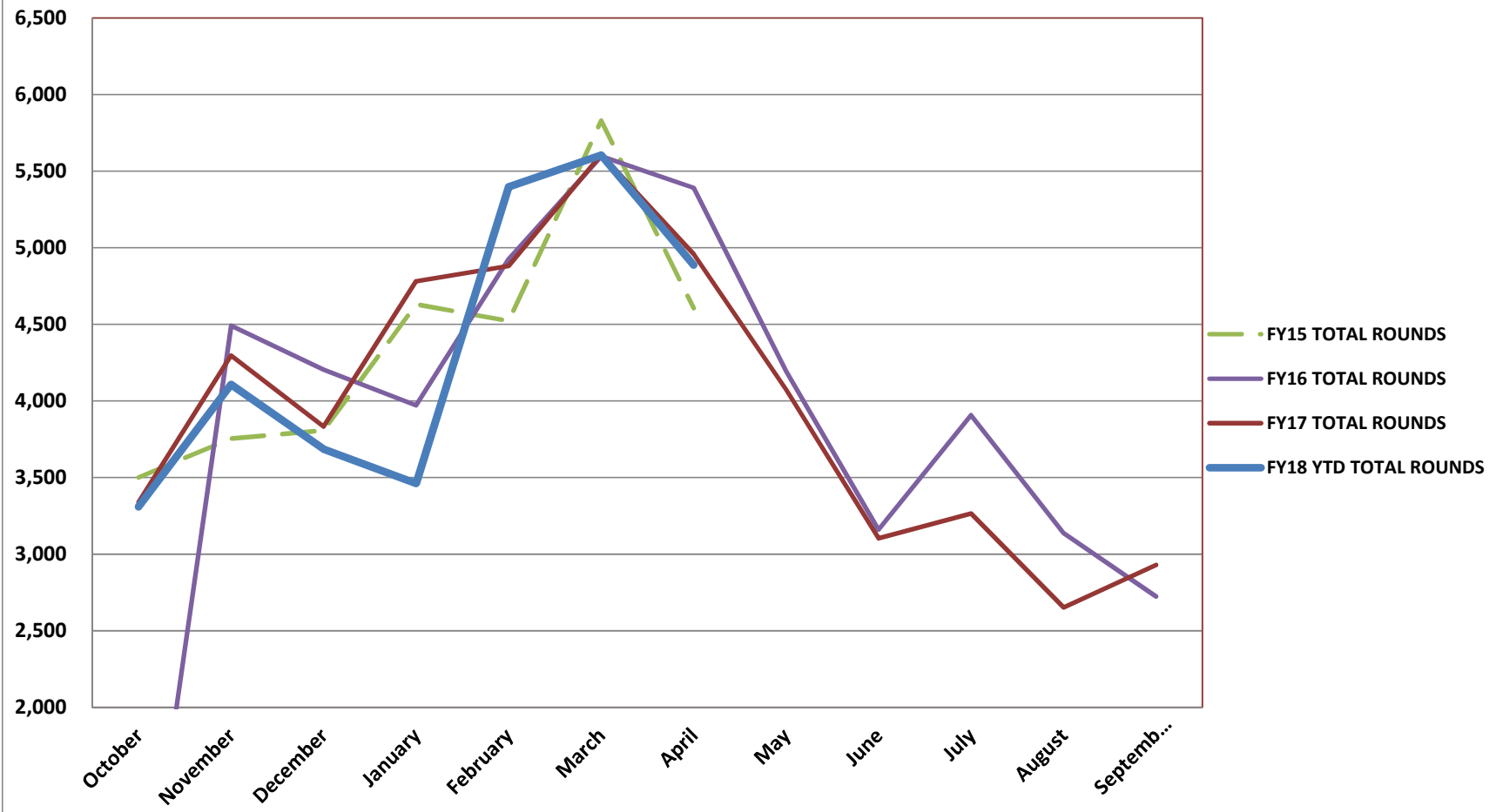
Statement of Revenue, Expenses and Changes in Net Position

Fiscal YTD as of April 30

Consolidated Golf Course

<u>Operating Revenues</u>	Current Year	Prior Year
Golf Course	\$ 852,157.42	\$ 866,139.88
Golf Course Surcharge	\$ 25,055.23	\$ 26,226.11
Restaurant-Rent	\$ 100.00	\$ 15,860.42
Restaurant Operations	\$ 121,454.50	\$ -
Total Operating Revenues	\$ 998,767.15	\$ 908,226.41
<u>Operating Expenses</u>		
Golf Course	\$ 710,746.06	\$ 776,964.93
Golf Course Repair & Replacement	\$ -	\$ 6,625.00
Restaurant Operations	\$ 161,411.02	\$ -
Total Operating Expenses	\$ 872,157.08	\$ 783,589.93
Operating Income (Loss)	\$ 126,610.07	\$ 124,636.48
<u>Nonoperating revenues (expenses)</u>		
Interest & Misc.	\$ 425.49	\$ 885.37
Capital	\$ -	\$ -
Transfers in (out)	\$ 10,000.00	\$ -
Change in Net Position	\$ 137,035.56	\$ 125,521.85

Golf Course Rounds by Month FY15-FY18 Year to Date



The Golf Club at Cypress Head
Comparative Income Statement
For the Seven Months Ending April 30, 2018

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	122,673	793,858	1,146,664	69%	126,219	775,021	1,180,861	66%
Merchandise	5,776	39,135	63,915	61%	9,957	43,537	59,537	73%
Other Pro Shop	825	9,689	13,751	70%	1,116	9,566	11,927	80%
Range	3,850	23,458	35,853	65%	4,285	24,033	36,706	65%
Food and Beverage	0	0	15,788		0	121,455	146,600	83%
Other Operating Revenues	4,123	26,226	39,356	67%	4,052	25,055	39,944	63%
TOTAL REVENUE	137,248	892,366	1,315,327	68%	145,629	998,667	1,475,576	68%
COST OF SALES								
Merchandise	2,919	23,132	37,436	62%	6,424	26,258	38,699	68%
Food & Beverage	0	0	6,042		3,511	55,573	53,858	103%
TOTAL COGS	2,919	23,132	43,478	53%	9,935	81,830	92,557	88%
COGS - Merchandise %	50.5%	59.1%	58.6%	100.9%	64.5%	60.3%	65.0%	92.8%
COGS - Food %			38.3%			45.8%	36.7%	124.7%
PAYROLL								
Course and Grounds	30,994	213,680	341,675	63%	21,331	167,952	375,767	45%
Carts, Range, Starters, Etc.	8,617	52,327	86,435	61%	7,892	53,508	99,348	54%
Pro Shop	3,233	25,575	42,904	60%	5,261	28,886	52,439	55%
Food and Beverage	0	0	9,850		1,465	81,967	74,205	110%
General and Administrative	11,839	76,486	133,923	57%	10,660	79,890	152,526	52%
Marketing	4,800	29,758	49,654	60%	4,426	30,092	49,611	61%
TOTAL PAYROLL	59,483	397,825	664,441	60%	51,034	442,295	803,897	55%
OPERATING EXPENSES								
Course and Grounds	21,698	144,140	252,335	57%	18,371	110,107	280,678	39%
Carts, Range, Starters, Etc.	7,792	48,546	80,327	60%	8,202	49,315	83,934	59%
Pro Shop	24	5,374	6,324	85%	1,408	5,199	7,954	65%
Food and Beverage	0	0	1,413		0	18,730	18,372	102%
General and Administrative	16,425	133,787	210,751	63%	18,330	131,651	209,750	63%
Marketing	692	9,422	22,941	41%	1,450	10,180	30,260	34%
TOTAL OPERATING EXPENSES	46,632	341,269	574,091	59%	47,762	325,183	630,948	52%
TOTAL EXPENSES	109,034	762,226	1,282,010	59%	108,731	849,308	1,527,402	56%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,713)	(39,990)	(69,411)	58%	(5,827)	(45,931)	(73,696)	62%
Depreciation & Amortization	(154)	(1,073)	(1,146)	94%	(96)	(669)	(4,572)	15%
TOTAL OTHER INCOME (EXPENSE)	(5,866)	(41,063)	(70,557)	58%	(5,923)	(46,600)	(78,268)	60%
NET INCOME	22,348	89,077	(37,241)	-239%	30,976	102,759	(130,094)	-79%
Paid Rounds	4,065	24,714	36,904	7%	4,083	24,317	37,150	65%
Annual Pass Rounds	647	5,353	8,095	8%	594	4,583	8,542	54%
Other Rounds	246	1,630	2,719	7%	210	1,553	2,924	53%
Total Rounds	4,958	31,697	47,718	7%	4,887	30,453	48,615	63%
Revenue/Paid Rounds	33.76	36.11	35.64	94%	35.67	41.07	39.72	103%
Revenue/Total Rounds	27.68	28.15	27.56	91%	29.80	32.79	30.35	108%

Financial Reports
for period ending
April 2018

Provided by
YMCA

(Will be released when available)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/22/2018

Consent item: No

SUBJECT: (9) Budget Discussion

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION:

SUMMARY: Staff will meet with Council to receive guidance on crafting the Budget with a keen eye toward setting the acceptable level of service and funding of CIP projects effecting the General Fund.

Budget update to include:
Rollback estimate
Loan Pool details
Fund Balance Policy
CIP Funded list/Unfunded list

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Budget Presentation	2nd GF Budget Workshop 5-22-18 draft 7 - FINAL REVISED.pptx
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Robin Fenwick
Tracey Riehm
Jake Johansson
Robin Fenwick

Created/Initiated - 05/16/2018
Approved - 05/17/2018
Approved - 05/17/2018
Final Approval - 05/17/2018



Preliminary FY 2019 Budget General Fund

**For City Council Workshop
May 22, 2018**



Purpose / Agenda

- **Purpose:** Present City Council a high level preliminary overview of the upcoming FY19 General Fund Budget
- **Agenda:**
 - Budget Overview
 - Uses of “Fund Balance”?
 - Can we live on Rollback?
 - Unfunded items

TODAY’S GOAL

Obtain Council guidance regarding the FY19 General Fund Budget



Budget Overview

Example Household

Income

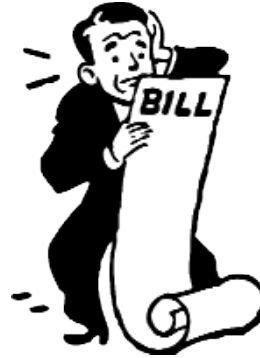
Revenue (Wages)	\$	34,500
Other Revenue		500
Total Revenue	\$	35,000

Expenses

Groceries	\$	12,800
Housing		8,500
Insurance		6,000
Utilities		4,800
Transportation		2,400
Total Expenses	\$	34,500

Savings	\$	500
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1.4%

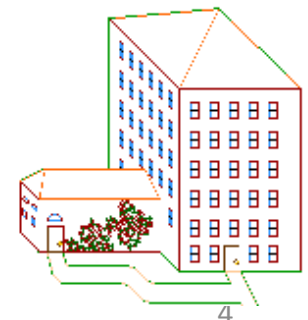
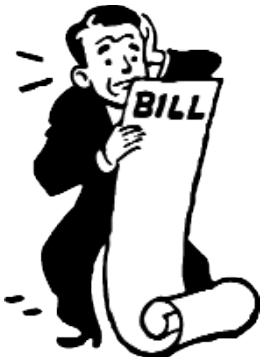




Budget Overview

Example Household	
<u>Income</u>	
Revenue (Wages)	\$ 34,500
Other Revenue	500
Total Revenue	\$ 35,000
<u>Expenses</u>	
Groceries	\$ 12,800
Housing	8,500
Insurance	6,000
Utilities	4,800
Transportation	2,400
Total Expenses	\$ 34,500
Savings	\$ 500
	1.4%

City of Port Orange-Fund 001	
<u>Income</u>	<u>FY 2014</u>
Revenue (Taxes)	\$10,360,132
Other Revenue	21,103,237
Total Revenue	\$31,463,369
<u>Expenses</u>	
Personnel Services	\$21,198,877
Operating Expenses	7,939,524
Capital Outlay	287,278
Grants and Aide	63,701
Transfers	585,949
Total Expenses	30,075,329
Savings (Reduction)	1,388,040
	4.4%

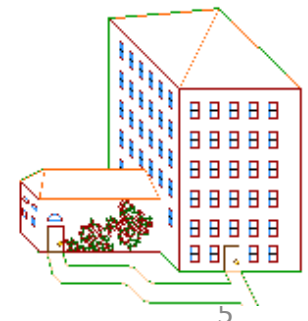
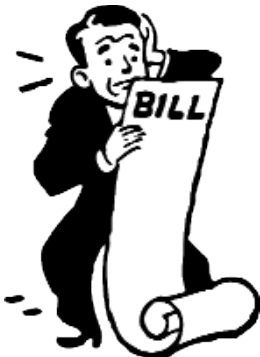




Budget Overview

Example Household	
<u>Income</u>	
Revenue (Wages)	\$ 34,500
Other Revenue	500
Total Revenue	\$ 35,000
<u>Expenses</u>	
Groceries	\$ 12,800
Housing	8,500
Insurance	6,000
Utilities	4,800
Transportation	2,400
Total Expenses	\$ 34,500
Savings	\$ 500 1.4%

City of Port Orange-Fund 001		
<u>Income</u>	<u>FY 2014</u>	<u>FY 2015</u>
Revenue (Taxes)	\$10,360,132	\$ 10,443,030
Other Revenue	<u>21,103,237</u>	<u>21,893,710</u>
Total Revenue	\$31,463,369	\$ 32,336,740
<u>Expenses</u>		
Personnel Services	\$21,198,877	\$ 21,336,981
Operating Expenses	7,939,524	8,456,096
Capital Outlay	287,278	59,553
Grants and Aide	63,701	97,311
Transfers	<u>585,949</u>	<u>1,463,720</u>
Total Expenses	30,075,329	31,413,661
Savings (Reduction)	1,388,040 4.4%	923,079 2.9%

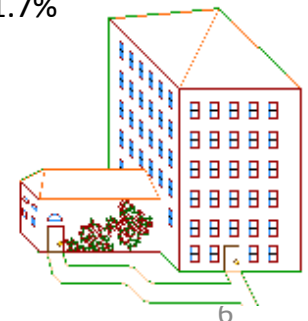
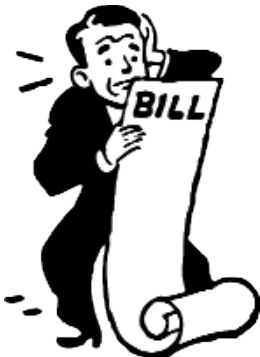




Budget Overview

Example Household	
<u>Income</u>	
Revenue (Wages)	\$ 34,500
Other Revenue	500
Total Revenue	\$ 35,000
<u>Expenses</u>	
Groceries	\$ 12,800
Housing	8,500
Insurance	6,000
Utilities	4,800
Transportation	2,400
Total Expenses	\$ 34,500
Savings	\$ 500 1.4%

City of Port Orange-Fund 001			
<u>Income</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>
Revenue (Taxes)	\$10,360,132	\$ 10,443,030	\$ 10,979,872
Other Revenue	21,103,237	21,893,710	23,897,130
Total Revenue	\$31,463,369	\$ 32,336,740	\$ 34,877,002
<u>Expenses</u>			
Personnel Services	\$21,198,877	\$ 21,336,981	\$ 22,715,588
Operating Expenses	7,939,524	8,456,096	8,740,260
Capital Outlay	287,278	59,553	240,915
Grants and Aide	63,701	97,311	86,783
Transfers	585,949	1,463,720	2,488,125
Total Expenses	30,075,329	31,413,661	34,271,671
Savings (Reduction)	1,388,040 4.4%	923,079 2.9%	605,331 1.7%



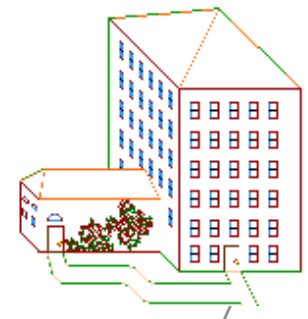
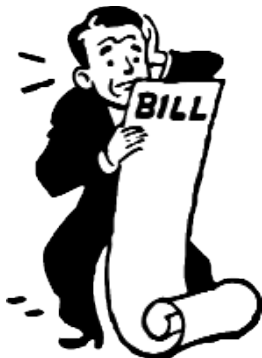


Budget Overview

Example Household	
Income	
Revenue (Wages)	\$ 34,500
Other Revenue	500
Total Revenue	\$ 35,000
Expenses	
Groceries	\$ 12,800
Housing	8,500
Insurance	6,000
Utilities	4,800
Transportation	2,400
Total Expenses	\$ 34,500
Savings	\$ 500

1.4%

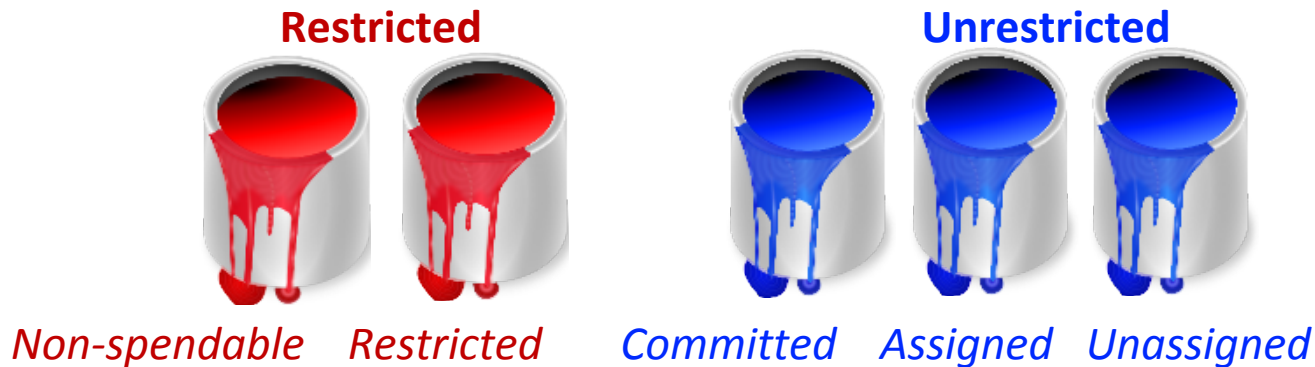
City of Port Orange-Fund 001				
	FY 2014	FY 2015	FY 2016	FY 2017
Income				
Revenue (Taxes)	\$10,360,132	\$ 10,443,030	\$ 10,979,872	\$ 11,979,198
Other Revenue	<u>21,103,237</u>	<u>21,893,710</u>	<u>23,897,130</u>	<u>30,409,640</u>
Total Revenue	\$31,463,369	\$ 32,336,740	\$ 34,877,002	\$ 42,388,838
Expenses				
Personnel Services	\$21,198,877	\$ 21,336,981	\$ 22,715,588	\$ 23,448,750
Operating Expenses	7,939,524	8,456,096	8,740,260	16,909,486
Capital Outlay	287,278	59,553	240,915	259,165
Grants and Aide	63,701	97,311	86,783	167,366
Transfers	<u>585,949</u>	<u>1,463,720</u>	<u>2,488,125</u>	<u>3,119,125</u>
Total Expenses	30,075,329	31,413,661	34,271,671	43,903,892
Savings (Reduction)	1,388,040	923,079	605,331	(1,515,054)
	4.4%	2.9%	1.7%	-3.6%





Fund Balance Policy 1-29

- Adopted by Council on August 4, 2015
- Sets minimum unrestricted fund balance:
 - General Fund 30-35%
 - Enterprise Funds 25-30%
- Mitigates revenue shortfalls or unanticipated expenditures
- Use may not:
 - Reduce unassigned balance below minimum
 - Be for recurring expenditures
- Must be replenished within three years





Loan Pool

- Created by Council in early 1990s
- More flexible than traditional financing (banks/bonds)
- Interest remains with the City
- Allows projects to be expedited
- Provides claim on future revenues



Fund	Outstanding Principal through 04/30/2018	FY18 Int. Pmt.	Interest Rate	Status
103 Town Center	\$2,400,390*	\$37,718	1.5%, 2.0%, 2.5%	Int. Payment Only until FY19
110 CDBG	\$207,238	N/A	N/A	Reimbursable
306 Transp. Capital Projects	\$421,090	\$0.00	6.52%	No repayment
317 General Capital (Temporary)	\$390,953	N/A	1.5%	To be repaid in FY18
450 Golf Course (FY15 Renovation)	\$1,729,491	N/A	1.5%	Pending
503 Vehicle Maint. (Temporary)	\$60,000	N/A	1.5%	To be repaid in FY18
611 Rec. Impact Fee (Coraci Park)	\$404,548	\$20,228	5.0%	Final Payment in FY19
Total Outstanding Principal	\$5,613, 710			



FY19 Preliminary Projections – Status Quo

#	FY19 <u>Revenue</u>	Amount
1	FY18 Original Budget - Advalorem Taxes at 4.4881 millage rate	\$ 12,616,660
2	All Other Revenue	22,240,778
3	Appropriated Equity Fund transfers to 317 & 505 Funds	1,150,000
4	Appropriated Equity Fund \$500K for One-Time XP	500,000
5	Appropriated Equity Miscellaneous	(149)
6	FY18 Orig Revenue Budget:	\$ 36,507,289
7	Increase: Advalorem Tax based on 3% increase in property values and 7.2% increase in growth at 4.4881 mills (amount over rollback)	518,714
8	Increase: External Revenue - Utility Service Tax, Franchise Fees, State Revenue Sharing, Local Government Half Cent Sales Tax	598,512
9	Decrease: External Revenue - Communication Service Tax	(78,323)
10	Increase: State Premium Tax Funds-Fire & Police Pension (offset by expense)	748,718
11	Increase: For Babe Ruth revenue	3,000
12	Decrease: Transfers to 317 & 505 Funds in FY18 Orig Budget	(1,150,000)
13	Increase: Transfers to 317 & 505 Funds in FY19 - still TBD	-
14	FY19 Preliminay Revenue on 4/10/18:	\$ 37,147,910



FY19 Preliminary Projections – Status Quo

15	FY19 <u>Expense</u>	Amount	
16	FY18 Original Budget - Personnel Services	\$ 25,138,010	\$36,507,289
17	FY18 Original Budget - All Other	11,369,279	
18	Decrease: For capital in FY18 Orig. Budget (Fire, PD, Parks Maint.)	(100,000)	
19	Decrease: For transfers to 317 & 505 in FY18 Orig. Budget	(1,150,000)	
20	Increase: For Annualizing Personnel from FY18 at FY18 Pension Rates	540,440	(\$6,638)
21	Increase: For General Employee Pension - From 17.3% to 21.3%	68,143	
22	Decrease: For Fire Pension per Actuarial Report - From 88.9% to 81.2%	(238,340)	
23	Decrease: For Police Pension per Actuarial Report - From 64.5% to 57.88%	(376,881)	
24	Increase: For 1 New Police Officer in FY19 - salary, benefits, equipment, and vehicle	121,806	
25	Increase: For State Premium Tax expense-Fire & Police Pension (offset by revenue)	748,718	
26	Increase: For Babe Ruth	15,194	
27	Increase: Mowing Contract Additions - (estimate)	175,000	
28	Increase: Bldg Maintenance for New City Hall Annex (estimate)	228,000	
29	Increase: Potential Increase for Building and Fleet Maintenance	-	
30	Increase: For Police - Move Body Armor and Traffic Board Maintenance to Gen. I	20,500	
31	Increase: Fleet Financing Costs per current schedule - pending FY19 Fleet meetir	115,420	
32	Increase: For funding 2014 Cap Improvement Bonds Debt Service - Transfer to 2	447,160	
33	Total Expense: \$37,122,449		
34	Revenue less Expense: \$ 25,461		



Capital Replacement 317 Fund – Funded Requests for FY19

	317 Fund Project Requests	Department	FY19 Request (\$000)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
Grand Total 317 Fund - Funded Requests			\$ 0.00



Capital Replacement 317 Fund – Unfunded Requests for FY19

Priority	317 Fund Project Requests	Department	FY19 Request (\$000)
1	ADA Transition Plan	Comm. Dvlp.	\$ 200
2	Lakeside Facility HVAC Replacement	Parks & Rec.	335
3	Riverwalk Park South Phase - Design	Comm. Dvlp.	100
4	Resurface Parking Lots at City Facilities A through B	Public Works	155
5	Gym Renovations / Repurpose - Design	Parks & Rec.	60
6	Parks Maintenance Storage - Design	Parks & Rec.	35
7	Work Shop	Public Works	64
8	Gear Extractor and Dryers	Fire	44
9	Public Works Facility Paving	Public Works	70
10	Fence, Dugout & Backstop Replacement	Parks & Rec.	65
11	Playground Replacements	Parks & Rec.	44
12	PW Administration Building Interior Renovation	Public Works	328
13	Ball Field Lamp Rplcmnt	Parks & Rec.	332
14	Public Works Fence Replacement	Public Works	50
15	City Hall Repurposing	Public Works	275
16	City Hall Building HVAC	Public Works	200
17	Beautification of I-95 Interchange	Comm. Dvlp.	498
18	WB Dunlawton Ave. Right Turn Lane at Nova Rd.	Comm. Dvlp.	260
19	Conference Room Upgrades	Info. Tech.	21
Grand Total 317 Fund - Unfunded Requests			\$ 3,136



Requested CIP Items with impact on the General Fund Ops Budget

-**Public Works:** Generator Program \$100K

*CIP funding request is in the 506 Bldg. Maintenance Fund. All of this would flow back to the General Fund.

-**Public Works:** 2 New Message Boards \$36K (\$18K each)





Requested CIP Items with impact on the General Fund Ops Budget

-**Fire:** Transport Program \$443K (year 1 estimate), \$63K (year 2), \$861K (year 3)

- Proposed 3 year implementation plan as previously discussed with Council, utilizing the spreadsheet included
- Hire 3 new positions in FY19 (1 seat filled by new employee, other filled by overtime 60 hours/week)
- Hire 3 new positions in FY20 (both seats filled by new employees 24 hours/day 7 days/week)
- Hire 6 new positions in FY21 and add 2nd transport unit (pending results of FY19/FY20, both seats in 2nd transport unit filled by new employees)
- Potential SAFER Grant opportunity in FY21

-**Fire:** 105' Ladder/Aerial Quint Apparatus \$950K

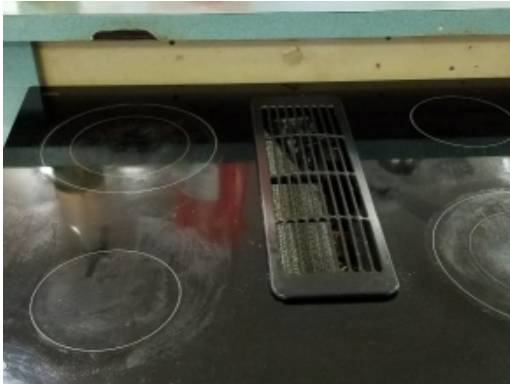
- Replacement due to aerial length/reach issues on existing Quint 72
- Replace current Quint 72 which will be retained and can be utilized as either a spare engine or spare truck (for ISO grading purposes)
- Housed at Station 72 as a primary location, Station 73 as a secondary location, and Station 71 as a last alternative. Building on to Station 71, as previously communicated, is not necessary as a result of purchasing this apparatus.



Requested CIP Items with impact on the General Fund Ops Budget

-Fire: Station 71 and 74 Kitchen Renovations \$40K

*The kitchens at Fire Stations 71 and 74, built in 2001 and 1999 respectively, are in need of repair. Over the years, the kitchens at these stations have had, through normal wear and tear, water damage in and around the sink and dishwasher areas resulting in compromise to the integrity of the cabinetry as well as the counters. The cabinets, counters and backsplash will need to be removed and replaced at each location. Additionally, updating the kitchens will help to improve the living conditions at the stations for both our employees as well as the public's impression of our facilities when they visit.





Council Comments / Guidance