



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JULY 17, 2018

AGENDA

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

A. OPENING

1. Invocation - Pastor Sheila Turner - A Touch of HIS Hem Ministries
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. June 18, 2018 - Joint Workshop with Parks & Recreation Advisory Board
 - b. June 18, 2018 - City Council Workshop
 - c. June 19, 2018 - Regular City Council Meeting
 - d. July 11, 2018 - City Council CIP Budget Workshop
 - e. July 12, 2018 - City Council General Fund Budget Workshop
7. Bid Awards and Contract Items
 - a. Approval of Change Order #1 to AG Pifer Construction Co. Inc.
 - b. Approval of Change Order No. 1 to Task Authorization 11 to Mead & Hunt, Inc. for Wetlands Mitigation Bank Credit Conversion to UMAM
 - c. Approval of a Piggyback Agreement and Task Authorization No 1 with Insituform Tech LLC for Sanitary Sewer Lining.
 - d. Approval of Renewal No. 1 and Change Order No. 2 to Alford Timber Inc.
 - e. Approval of Bid Award - ITB #17-32 to New Florida Industrial Electric, Inc. for SR 421 (Dunlawton Ave.) Lighting from Spruce Creek Road to SR 5 (US 1)

- f. Approval of Task Authorization No. 2 to Traffic Engineering Data Solutions (TEDS) for Construction Engineering Inspection (CEI) of SR 421 (Dunlawton Ave.) Lighting from Spruce Creek Road to SR 5 (US 1)
 - g. Approval of Change Order No. 1 to the Sparks Concrete, LLC contract for McDonald Road and Victoria Gardens Boulevard Sidewalk Projects
 - h. Ratification of Emergency purchase order with Shen-Line LLC to repair of two (2) storm water pipes
- 8. Resolution No. 18-15 - Supporting the repurposing of Halifax Drive from the southern boundary project limits line of the Linear Park described as "Public Trail and Park" in Official Records Book 7306, Page 1188, Public Records, Volusia County, Florida, Project No. 16-40000003, to Commonwealth Boulevard (+/-1.53 miles) as a one-way street
- 9. Resolution No. 18-18 - Enable Expansion of Gopher Tortoise Long-Term Recipient Site with Phases IV & V.
- 10. Resolution No. 18-19 - ECHO Grant Application for Recreational, Educational, and Cultural (REC) Center
- 11. Approval of Major Special Event – Volusia Flagler Family YMCA Sprint Triathlon at Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue
- 12. Approval of Minor Special Event for the First United Methodist Church Pumpkin Patch
- 13. Designation of a Voting Delegate for the 2018 Annual Florida League of Cities Conference
- 14. Report on Pension Plans for plan year ended 9/30/17
- 15. Approval of HUD CDBG Annual Action Plan for PY18 (October 1, 2018- September 30, 2019)
- 16. Approval of License agreement with Hoffman and Capell, LLC
- 17. Approval of Release of a Reservation of a Tree Conservation Easement - Lot 6, Eastport (Case No. 18-35000002)

C. CITIZEN PARTICIPATION (Agenda)

- 18. Derek LaMontagne - Yorktowne Blvd Extension Concerns and City Environmental Issues

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

E. COUNCIL COMMENTS

19. Comments/Concerns from Council Members

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

20. Golf Advisory Board Report

G. PUBLIC HEARING

21. Second Reading - Ordinance No. 2018-17 - Annexation/1389 Reed Canal Road
(Case No. 18-10000002)

22. Second Reading - Ordinance No. 2018-19 - Port Orange Police Pension Plan
Increasing Equities Investment Limit

23. First Reading - Ordinance No. 2018-13 - Telecommunications in Right-of-Way,
Code of Ordinance Amendment, Case No. 18-25000001

24. First Reading - Ordinance No. 2018-18 - Adoption of 18-1 Comprehensive Plan
Amendments/Williamson Boulevard-Willow Run Boulevard Site (Case No. 18-
20000002)

25. First Reading - Ordinance No. 2018-20 - Adoption of the 18-2 Comprehensive Plan
Amendments (Case No. 18-20000003)

26. Resolution No. 18-20 – Transmittal of 18-3 Comprehensive Plan
Amendments/Colony in the Wood (Case No. 18-20000005)

27. Second Reading - Ordinance No. 2018-20 - Adoption of the 18-2 Comprehensive
Plan Amendments (Case No. 18-20000003)

H. REGULAR AGENDA

28. First Reading - Ordinance No. 2018-22 - Administrative Utility Billing Adjustments

29. Setting Maximum Operating and Debt Millage Rate for Fiscal Year 2019

I. COMMENTS

30. City Attorney Comments

31. City Manager Comments

J. COUNCIL COMMITTEE REPORTS

32. City Council Committee Reports

- a. ArtHaus
- b. First Step
- c. Port Orange/South Daytona Chamber of Commerce
- d. Roundtable of Elected Officials

K. ADJOURNMENT

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

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

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

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

CITY COUNCIL & PARKS & RECREATION ADVISORY BOARD
JOINT WORKSHOP MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FL
JUNE 18, 2018

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:01 p.m.

OPENING

Parks & Recreation Roll Call:

Present: John Cameron
Robert Maxwell
Patricia Barraco
Bobby Ball (arrived at 5:06 p.m.)
Maria Mills-Benat
Julie Day
James Richard
Jack Wiles, Chair

Absent: Mark Bowling
Michael Navarra

City Council Roll Call:

Present: Councilman Bob Ford (arrived at 5:11 p.m.)
Councilman Chase Tramont
Councilman Drew Bastian
Vice Mayor Scott Stiltner (arrived at 5:17 p.m.)
Mayor Donald Burnette

Also Present: City Attorney Margaret Roberts
Assistant City Manager Alan Rosen
City Clerk Robin Fenwick

DISCUSSION ITEMS

2. Discussion regarding Priorities for Parks & Recreation Advisory Board, specifically Gamble Place, a sports complex, and community center

Gamble Place: Jack Wiles, Chairman, discussed efforts with maintaining and possibly purchasing the property from the Museum of Arts and Sciences. He'd like to discuss the options for the property before discussion of purchasing it with them. Member Mills-Benat said the cottages and other buildings are deteriorating but the Museum

Regular City Council Meeting

June 18, 2018

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volunteers are taking care of the inside of the buildings. The grounds are in bad shape and overgrown. Mayor Burnette discussed the issues with the property and other priorities. Chair Wiles would rather discuss options for the Russell Property along Spruce Creek as it is already owned by the City and is not being used by the taxpayers. Mayor Burnette asked Mr. Rosen to find out what options are available to the City for use of the Russell Property.

Chair Wiles discussed co-sponsored teams and the usage of the fields. Revenues are down and approximately 30-40% of the players are not Port Orange residents. He is concerned the competitive teams are using too much of the field times and will not be available for the recreation program. The Board will discuss the co-sponsored teams further at their next meeting.

Discussion was held regarding the field at White Place. Susan Lovallo, Parks & Recreation Director, discussed options for the park. The Board will discuss those options further at their next meeting and provide a recommendation to Council.

The current gym is being converted to a community center and discussions are being held with ArtHaus to move them to the community center.

Chair Wiles presented numbers relating to ECHO and Volusia Forever. He asked Council to provide direction relating to a referendum to move away from ECHO and Volusia Forever. Council would like to explore the options further.

Councilman Tramont asked if the concern of the Atlantic High School students regarding field lighting was handled. Ms. Lovallo said a response was provided. Council asked the Board to discuss this at their next meeting to determine if there is a need for added lighting.

Council and the Board agreed to continue meeting quarterly.

ADJOURNMENT - 6:10 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FL
JUNE 18, 2018

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

Silent Invocation

Pledge of Allegiance

Present: Councilman Bob Ford
Councilman Chase Tramont
Councilman Drew Bastian
Vice Mayor Scott Stiltner
Mayor Donald Burnette

Also Present: City Attorney Margaret Roberts
Assistant City Manager Alan Rosen
City Clerk Robin Fenwick

DISCUSSION ITEMS

4. Economics 101 - Team Volusia

Chris Wimsatt and Matt Chesnut, Team Volusia, discussed TVEDC and the process they use to recruit businesses to the area.

5. City Facility Mowing Discussion

Lynn Stevens, Interim Public Works Director, discussed options and explained variables relating to the mowing of City facilities. She is asking for Council's guidance moving forward. Ronnie Buttrum, Assistant Public Works Director, discussed the cost estimates of the equipment and fuel charges presented. Council has more questions and wants to discuss this further after reviewing the presentation in more detail. Mayor Burnette asked that the topic be added to an agenda in the near future.

ADJOURNMENT - 8:15 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC, City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JUNE 19, 2018

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

OPENING

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

Present: Councilman Bob Ford
Councilman Chase Tramont
Mayor Donald Burnette
Councilman Drew Bastian
Vice Mayor Scott Stiltner

Also Present: City Attorney Margaret Roberts
Assistant City Manager Alan Rosen
City Clerk Robin Fenwick

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

Motion to pull Item 7(a) from the Consent Agenda for further discussion was made by Councilman Bob Ford, and Seconded by Vice Mayor Scott Stiltner. Motion carried unanimously by roll call vote.

6. Approval of Minutes
 - a. June 5, 2018 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Approval of Second Amendment to Contract with KemperSports Management Company
 - b. Approval of Contract for Sale and Purchase of Real Property at Oak Street
8. Resolution No. 18-16 - Budget Appropriation

9. Approval of Sewer Impact Costs Recovery Agreement for 6048 Gladys.

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

Item 7(a) - Approval of Second Amendment to Contract with KemperSports Management Company

Councilman Ford asked if the payroll company pulls money from the general cash account or is it a separate account. Susan Lovallo, Parks & Recreation Director, advised it is a separate account.

Motion to approve was made by Councilman Chase Tramont, and Seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Robert Reinhausen, citizen, spoke regarding the rezoning of the property at Willow Run. He does not support the rezoning.

Eric West, citizen, discussed seawater rising, retention ponds, and runoff.

Marjorie Johnson, citizen, addressed diversification in the workforce for the City. She also expressed concerns regarding the flow of traffic on Herbert Street.

Jim Schultz, Ormond Beach citizen, spoke regarding fluoridation.

COUNCIL COMMENTS

10. Comments/Concerns from Council Members

Councilman Tramont expressed concerns regarding parking in some of the new neighborhoods, which are creating safety hazards. He'd like some changes for any new development.

Councilman Ford is concerned with flooding issues and wants to identify smaller projects that might help mitigate flooding of homes.

Vice Mayor Stiltner is concerned with dilapidated docks floating loose in the river. He would like Staff to look into code violations and provide notices when violations occur. He also asked for an update as to storm preparations, such as sand bags and sand

Mayor Burnette asked for the status of DMS sites and debris removal from storms. He would also like a recap as to conservation efforts being done by the City.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

11. Citizen Advisory Committee for TPO

Bobby Ball, CAC Member, provided details from the most recent meeting. He asked for feedback through the Tell the TPO Survey.

12. Charter Review Board Update

Debbie Connors, Chair, provided details of the Board's meetings and recommendation.

PUBLIC HEARING

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

Mayor Burnette read Ordinance No. 2018-10.

ORDINANCE NO. 2018-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FOR +/- 1.3 ACRES FROM URBAN HIGH DENSITY RESIDENTIAL (8-16 UNITS/ACRE) TO SUBURBAN RESIDENTIAL (2-4 UNITS/ACRE); PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-10 on second reading was made by Councilman Drew Bastian, and Seconded by Councilman Bob Ford. Motion carried unanimously by roll call vote.

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

Mayor Burnette read Ordinance No. 2018-11.

ORDINANCE NO. 2018-11

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +/- 1.3 ACRES LOCATED AT 3626 SOUTH PENINSULA DRIVE, SOUTH OF THE ADMIRALTY CLUB CONDOMINIUM FROM R-3H (MULTI-FAMILY RESIDENTIAL) TO PUD (PLANNED UNIT DEVELOPMENT) AND APPROVING A MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR THE ANGLER'S COVE PUD; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-11 on second reading was made by Councilman Drew Bastian, and Seconded by Councilman Bob Ford. Motion carried unanimously by roll call vote.

15. Final Plat and Plans for the Angler's Cove Subdivision (Case No. 18-50000001)

Motion to approve the Final Plat and Plans for the Angler's Cove Subdivision was made by Councilman Drew Bastian, and Seconded by Councilman Bob Ford. Motion carried unanimously by roll call vote.

16. First Reading - Ordinance No. 2018-14 - Annexation/1660 Anita Street, (Case No. 18-10000001)

Mayor Burnette read Ordinance No. 2018-14.

ORDINANCE NO. 2018-14

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ANNEXING APPROXIMATELY +/-0.57 ACRES OF PROPERTY LOCATED AT 1660 ANITA STREET; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Penelope Cruz, Planner, asked Council to open Items 16, 17, and 18 together. Council agreed. Ms. Cruz discussed the details of the annexations.

Motion to adopt Ordinance No. 2018-14
was made by Councilman Drew Bastian,
and Seconded by Councilman Bob Ford.
Motion carried unanimously by roll call
vote.

17. First Reading - Ordinance No. 2018-15 - Small-Scale Future Land Use
Map Amendment/1660 Anita Street (Case No. 18-20000004)

Mayor Burnette read Ordinance No. 2018-15.

ORDINANCE NO. 2018-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA; RELATING TO COMPREHENSIVE
PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE
COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE
DESIGNATION FOR +/- 0.57 ACRES FROM VOLUSIA COUNTY
URBAN LOW DENSITY (ULI) TO CITY OF PORT ORANGE RURAL
TRANSITION (0-2 UNITS/ACRE); PROVIDING FOR
CONFLICTING ORDINANCES, SEVERABILITY AND AN
EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-15
was made by Councilman Drew Bastian,
and Seconded by Councilman Bob Ford.
Motion carried unanimously by roll call
vote.

18. First Reading - Ordinance No. 2018-16 - Rezoning/1660 Anita
Street (Case No. 18-60000001)

Mayor Burnette read Ordinance No. 2018-16.

ORDINANCE NO. 2018-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA, REZONING +/- 0.57 ACRES LOCATED AT
1660 ANITA STREET FROM VOLUSIA COUNTY RURAL
AGRICULTURE (A-2) TO SINGLE FAMILY RESIDENTIAL (R-20);
AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS;
AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-16
was made by Councilman Bob Ford, and
Seconded by Councilman Chase

Tramont. Motion carried unanimously by
roll call vote.

19. First Reading - Ordinance No. 2018-17 - Annexation/1389 Reed Canal Road (Case No. 18-10000002)

Mayor Burnette read Ordinance No. 2018-17.

ORDINANCE NO. 2018-17

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ANNEXING APPROXIMATELY +/- 9.91 ACRES OF PROPERTY LOCATED AT 1389 REED CANAL ROAD; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-17
was made by Councilman Drew Bastian,
and Seconded by Councilman Bob Ford.

Ms. Cruz discussed the request for annexation.

Jeff Brock, Attorney for the Applicant, discussed the project and the clean-up efforts of the property.

Motion carried unanimously by roll call
vote.

REGULAR AGENDA

20. First Reading - Ordinance No. 2018-19 - Port Orange Police Pension Plan Increasing Equities Investment Limit

Mayor Burnette read Ordinance No. 2018-19.

ORDINANCE NO. 2018-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE PORT ORANGE POLICE PENSION FUND TO INCREASE THE INVESTMENT LIMIT ON EQUITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-19
was made by Councilman Drew Bastian,
and Seconded by Councilman Bob Ford.

Tyler Grumbles, AndCo Consulting Company, discussed their work with the Police Pension Plan and why this item is being requested.

Motion carried unanimously by roll call vote.

21. Report on the 2018 Citizen Survey

Alan Rosen, Assistant City Manager, provided details from this year's citizen survey.

22. Monthly Financial Report

Tracey Riehm, Finance Director, provided details from the financial report.

COMMENTS

23. City Attorney Comments

Margaret Roberts, City Attorney, updated Council on the litigation regarding the middle section of Yorktowne Blvd. Staff will be filing a motion for attorney's fees. She asked Council to approve her filing of the motion subject to the City Manager's review and approval.

Motion to approve was made by Vice Mayor Scott Stiltner, and Seconded by Councilman Chase Tramont.

Sarah Jones, citizen, objected to Council considering this item at this time as there was no public notice that this item would be discussed. The Yorktowne Blvd. project is highly contentious and she believes the item should be placed on an agenda for public notice.

Vice Mayor Stiltner doesn't believe the discussion is about a legal matter but rather someone costing taxpayers unnecessary expense. The item is permission to move forward with the lawsuit that has already been filed.

Motion carried unanimously by roll call vote.

24. City Manager Comments

- a. Report of single source Standard Contract for Services to CPH, Inc. as it relates to the Gopher Tortoise Long-Term Recipient Site FWC Permit Requirements.

Mr. Rosen advised Council of the City Manager's approval of a single source contract with CPH, Inc. There were no objections. He also reminded Council the ERP Project is

Regular City Council Meeting

June 19, 2016

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moving forward and putting a lot of pressure on Staff, particularly Finance. Quarterly reports will be provided by Finance rather than monthly but Council can ask for reports at any time.

COUNCIL COMMITTEE REPORTS

25. City Council Committee Reports

- a. ArtHaus - Councilman Ford provided details from their recent meeting.
- b. First Step - Councilman Tramont provided details of their recent meeting.
- c. Port Orange/South Daytona Chamber of Commerce - Mayor Burnette discussed details from their recent meeting, as well as upcoming events.
- d. Roundtable of Elected Officials - Mayor Burnette discussed details from their meeting.

ADJOURNMENT - 8:15 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JULY 11, 2018

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

OPENING

Silent Invocation

Pledge of Allegiance

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

DISCUSSION ITEMS

4. Capital Improvement Program

Tracey Riehm, Finance Director, thanked her Staff for their work on the CIP Budget book and presentation. She discussed the purpose and goals of the workshop. This discussion includes all funds. Ms. Riehm asked Council for direction regarding the remodeling of the REC Center which is eligible for ECHO grants but there is a City funding requirement of \$510,000.

Mr. Johansson advised Council their direction at tomorrow night's budget workshop will be whether Staff should work toward a specific millage rate or service level. The budget being discussed tomorrow night begin at a 4.881 millage rate.

Mayor Burnette asked Council to review the budget items being requested before the workshop tomorrow night. The presentation provides over 50 items being requested and shows the millage rate accompanying.

ADJOURNMENT - 7:27 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, CMC, City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JULY 12, 2018

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:33 p.m.

OPENING

Silent Invocation

Pledge of Allegiance

Roll Call

Present:

Councilman Bob Ford
Councilman Chase Tramont
Councilman Drew Bastian
Vice Mayor Scott Stiltner
Mayor Donald Burnette

Also Present:

City Manager Jake Johansson
City Attorney Margaret Roberts
City Clerk Robin Fenwick

DISCUSSION ITEMS

4. FY 19 Budget Presentation

Alan Rosen, Assistant City Manager, presented an economic and comparative analysis.

Jamie Miller, Administrative Services Director, discussed the current and proposed new Administrative Code (organizational chart) specifically referencing the combining of Public Works and Public Utilities with Lynn Stevens as the Director.

Tracey Riehm, Finance Director, discussed the General Fund Assumptions and Department Directors who were requesting additional resources presented their requests for evaluation by Council.

Mr. Johansson explained the mowing contract is in the base budget presented tonight. It will continue to be outsourced. Lynn Stevens, Public Utilities/Works Director, discussed the mowing tasks that are divided into three contracts. Council agreed to continue with the contracting of the mowing tasks as we do it now.

The maximum millage rate to include the a la carte items with Council's consensus is 5.0312. This will be brought to Council for approval on July 17, 2018.

City Council Workshop

July 12, 2018

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Margaret Roberts, City Attorney, requested a Shade Meeting at 5:30 p.m. on July 17, 2018 to discuss the LaMontagne lawsuit. She is expecting a signed agreement from Mr. LaMontagne no later than Tuesday, July 17, 2018. Should she not receive it, the Shade Meeting will be cancelled. Council agreed.

ADJOURNMENT 9:39 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: Yes

SUBJECT: (B7a) Approval of Change Order #1 to AG Pifer Construction Co. Inc.

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve Change Order #1 with AG Pifer for an additional 31 days to the contract and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Request is for an additional 31 days to the schedule due to the additional structural demolition and construction procedures required and revealed during the demolition phase. Certain walls were found to be load bearing and specified sequence of removal of load bearing walls were re-visited and re-engineered upon visual exposure. Also, additional foundations and load bearing columns were added to secure roof and beam dead loads. The architect, inspector and staff agree with the time extension.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	A.G. Pifer Change Order No 1	AG Pifer CO No 1.pdf
2.	Executed AIA	Executed AIA.pdf

Susan Lovallo
Susan Lovallo
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 05/10/2018
Approved - 05/10/2018
Approved - 07/02/2018
Approved - 07/02/2018
Final Approval - 07/02/2018

CHANGE ORDER NO. 1
To AIA Agreement dated December 12, 2017
A.G. PIFER CONSTRUCTION COMPANY, INC., Contractor

Project: ITB 17-37 City Annex Renovation

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$1,918,040.51 (Which includes Alternate No. 2 \$4,287.00, Alternate No. 4 \$5,848.00 and Allowance for Unforeseen Conditions \$158,370.31) TOTAL \$1,178,140.46	Original Contract Times Substantial Completion: October 12, 2018 Final Completion: November 11, 2018
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: Original Contract Price: \$1,178,140.46 (Which includes Alternate No. 2 \$4,287.00, Alternate No. 4 \$5,848.00 and Allowance for Unforeseen Conditions \$158,370.31) TOTAL \$1,178,140.46	Contract Completion Date prior to this Change Order: Substantial Completion: October 12, 2018 Final Completion: November 11, 2018
Net Increase (decrease) of this Change Order No. 1: \$0.00	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 31 days
Contract Price with all approved Change Orders: \$1,178,140.46	Contract Times with all approved Change Orders: Final Completion: December 12, 2018

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the AIA Agreement entered into by and between the parties on December 12, 2017.
- II. **REQUIRED CHANGES:** To provide for an additional 31 days to complete project due to the additional structural demolition and construction procedures required and revealed during the demolition phase. No change in contract cost. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:**
Changes in scope require Council approval. Is this a scope change? No
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the AIA Agreement subject to a limit up to but not to exceed \$1,178,140.46. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Department Project Manager

ACCEPTED BY:

A.G. PIFER CONSTRUCTION CO. INC.
Contractor

By: _____
Printed Name: Susan Lovallo
Title: Parks & Recreation Director

By: _____
Printed Name: Anthony Gregg Pifer
Title: President

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:

N/A
City's Representative

RECOMMENDED BY:

N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Susan Lovallo
Title: Parks and Recreation Director

Date Signed: _____

City Manager

By: _____
M.H. Johansson, City Manager

Date Signed: _____

<u>If Council approval is required:</u>	Affirmed:
By: _____ Donald O. Burnette, Mayor	By: _____ Robin L. Fenwick, CMC, City Clerk

Date Signed: _____	Date Signed: _____
--------------------	--------------------

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twelfth day of December in the year Two Thousand Seventeen.

(In words, indicate day, month and year)

BETWEEN the Owner:

(Name, address and other information)

CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129

and the Contractor:

(Name, address and other information)

A.G. PIFER CONSTRUCTION COMPANY, INC.
3629 Old DeLand Road
Daytona Beach, FL 32124

for the following Project:

(Name, location and detailed description)

ITB 17-37 City Annex Renovation
At City Annex
1395 Dunlawton Avenue
Port Orange, FL

The Architect:

(Name, address and other information)

DJ DESIGN SERVICES, INC.
913 North Nova Road
Holly Hill, FL 32117

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

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User Notes:

(1417049174)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement listed on Exhibit "A", other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

January 15, 2017

The Sales Tax Certificate required in Section 8.6.3 below shall be provided to the Owner prior to commencement of the Work.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the Work not later than October 12, 2018 and Final Completion on November 11, 2018.

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(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated damages shall be assessed against Contractor in the amount of \$100 per day for each day Contractor exceeds the Substantial Completion date required in §3.3 above.

ARTICLE 4 CONTRACT SUM

✓ § 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Nine Hundred Eighteen Thousand Forty and 51/100 Dollars (\$1,918,040.51), including Alternate 2 and Alternate 4a totaling \$10,135.00 and Allowance listed in §4.4 (unforeseen conditions allowance (\$158,370.32)), subject to additions and deductions as provided in the Contract Documents.

✓ § 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

✓ ✓ Alternate 2: \$4,287.00
Alternate 4A: \$5,848.00

✓ § 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
N/A		

✓ § 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Unforeseen conditions excluding Work that changes scope and time, including Alternate 4b at \$25 per lineal foot.	\$158,370.31

Init.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Contractor shall provide to the Owner fully executed *Waiver and Partial Release from Contractor, Waiver and Partial Releases from Contractor's Subcontractors, Sub-subcontractors, suppliers and materialmen or any party with lien rights, and Contractor's Affidavit of Outstanding Accounts* at the time each Application for Payment is submitted. Based upon Applications for Payment submitted to the Architect by the Contractor in the form attached as Exhibit "C" and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. Copies of the required *Waiver and Partial Release from Contractor, Waiver and Partial Releases from Contractor's Subcontractors, Sub-subcontractors, suppliers and materialmen or any party with lien rights, and Contractor's Affidavit of Outstanding Accounts* are attached as Composite Exhibit "D".

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction, as modified by Owner;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007, as modified by Owner.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007, as modified by Owner, requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

init.

- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007, as modified by Owner.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

No reduction of retainage below ten percent (10%) before Substantial Completion.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, as modified by Owner, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect; and
- 3 a certificate signed by the Contractor certifying that all taxes required to be paid by the Contractor pursuant to the Agreement have been paid by the Contractor.

§ 5.2.2 The Owner's final payment to the Contractor shall be made within thirty (30) days of compliance with all Contract requirements.

§ 5.2.3 At closeout, Contractor shall complete the *Contract Completion Checklist*, a copy of which is attached hereto as Exhibit "E", and shall provide to the Owner all items required thereon as a condition precedent to final payment being due from the Owner.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, as modified by Owner, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Architect's action, subject to recommendation to Owner, and Owner approval prior to action.

§ 6.2 BINDING DISPUTE RESOLUTION

The method of dispute resolution shall be as follows:

✓ Litigation in a court of competent jurisdiction
(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007, as modified by Owner.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007, as modified by Owner.

init.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007, as modified by Owner, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2

(Paragraphs deleted)

Interest on payments due and unpaid under the Contract: N/A

§ 8.3 The Owner's representative:

(Name, address and other information)

Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, FL 32129
Telephone: (386) 506-5850
E-Mail: slovallo@port-orange.org

§ 8.4 The Contractor's representative:

(Name, address and other information)

✓ Anthony Gregg Pifer, President
3629 Old DeLand Road
Daytona Beach, FL 32124
Telephone: (386) 257-4448
E-mail: agpcon@bellsouth.net

§ 8.5 The Contractor's representative shall not be changed without ten days written notice to the other party.

§ 8.6 PUBLIC RECORDS COMPLIANCE

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically: (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

§ 8.7 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.

§ 8.8 CONTRACT CONSTRUCTION

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

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§ 8.9 OTHER PROVISIONS

§ 8.9.1 FINANCIAL DISCLOSURES

During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP). Contractor further covenants and agrees that in the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation and, upon request from Owner, Contractor shall provide to Owner financial statements of Contractor, including current income and expense statements of Contractor, consolidated balance sheets signed by a financial officer of Contractor, and audited reports provided by Contractor to Contractor's Surety, audited financial statements certified by a Certified Public Accountant concerning the financial affairs of Contractor and all affiliates of Contractor, and such other financial information requested by Owner. All such financial information shall comply with GAAP.

In the event that Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor hereby authorizes its sureties, lenders, financial institutions and other third parties to release to Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding paragraph.

§ 8.9.2 WAIVER OF JURY TRIAL

All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.

§ 8.9.3 SALES TAX CERTIFICATES

Prior to commencement of the Work, Contractor shall provide to Owner a current and up to date Sales Tax Certificate required by state or local laws in the jurisdiction where the Project is located allowing the Contractor to collect sales taxes on taxable sales and to issue and accept sales tax exemptions on exempt sales. For purposes of this provision, Sales Tax Certificate means such certificate, certificate of authority, permit, license or certificate of registration required by the state and local jurisdictions in which the project is located. Current Sales Tax Certificates shall be provided throughout the Project if the initial Sales Tax Certificate has expired.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor, as modified by Owner with attached Exhibits "A" to "F".

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction, as modified by Owner.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained on the Scope of Work, List of Contract Drawings and Specifications attached as Exhibit "A".

(Table deleted)

§ 9.1.4 The

(Paragraphs deleted)

Specifications are those contained on the Scope of Work, List of Contract Drawings and Specifications attached as Exhibit "A".

(Table deleted)

§ 9.1.5 The

(Paragraphs deleted)

Drawings are those contained on the Scope of Work, List of Contract Drawings and Specifications attached as Exhibit "A".

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1	September 28, 2017	2

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Addendum No. 2	October 17, 2017	3
Addendum No. 3	October 27, 2017	3
Addendum No. 4	October 30, 2017	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1

(Paragraphs deleted)

Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007, as modified by Owner, provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Exhibit "A" – Scope of Work, Specifications, Contract Drawings, General Conditions and Portions of the Bid Documents

Exhibit "B" – Start and Completion Schedule

Exhibit "C" – Application for Payment

Exhibit "D" – Waiver and Partial Releases, Final Waivers and Releases of Liens, Contractor's Affidavit of Outstanding Accounts, Contractor's Final Payment Affidavit

Exhibit "E" – Contract Completion Checklist

Exhibit "F" – Performance Bond and Payment Bond

ARTICLE 10 INSURANCE AND BONDS

If required by Owner, the Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007, as modified by Owner.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007, as modified by Owner.)

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)
Comprehensive General Liability Policy; including but not limited to owners and contractors protective liability and products and completed operations coverage.	Minimum of \$500,000 per occurrence; \$1,000,000 general aggregate, combined single limit
Business Auto Policy	Minimum of \$100,000 each per person, \$300,000 per occurrence for bodily injury or \$500,000 combined single limit for bodily injury and property damage. Additional coverage for non-owned, hired car
Property Insurance, Builder's Risk	Buildings – Completed value of contract; "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner names as insured AIMA
Workers' Compensation Insurance	Statutory – All States (Broad Form Voluntary Compensation)
Payment and Performance Bonds	\$1,918,040.51

init.

This Agreement entered into as of the day and year first written above.

CITY OF PORT ORANGE, FLORIDA

A.G. PIPER CONSTRUCTION CO., INC.


OWNER (Signature)


CONTRACTOR (Signature)

Donald O. Burnette, Mayor
(Printed name and title)

Anthony Gregg Piper, President
(Printed name and title)

Attest:

By:


Robin Fenwick, CMC
Port Orange City Clerk

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: Yes

SUBJECT: (B7b) Approval of Change Order No. 1 to Task Authorization 11 to Mead & Hunt, Inc. for Wetlands Mitigation Bank Credit Conversion to UMAM

DEPARTMENT: Public Utilities

GOAL: N/A

RECOMMENDED MOTION: Move to approve Change Order No 1 to Task Authorization No 11 with Mead and Hunt, Inc., under the Master Contract for Engineering Services in the amount of \$5,000; revised contract amount not to exceed \$20,000 and add 365 days to the task authorization moving the Final Completion Date from August 21, 2018 to August 22, 2019, authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: The Public Utilities & Works Department is requesting the City Council to approve Change Order No. 1 for a 12-month extension and \$5,000.00 increase to Task Authorization No. 11 for completion of the state wetlands mitigation credit conversion to the uniform mitigation assessment method (UMAM).

The Port Orange Mitigation Bank covers 5,719 (+/-) acres of forested freshwater wetlands is located south of I-4 and west of Tomoka Farms Road. The bank permit was issued February 13, 2004 with a total of 1,176.30 potential SJRWMD (RATIO) credits, of which 237.90 were initially released for sale by the City. An additional 85.9 credits were released in May, 2012. The City has an available balance of 181.16 credits.

On February 4, 2004, the Uniform Wetland Assessment Method (UMAM) rule was established to fulfill the mandate of subsection 373.414(18), F.S., which requires the establishment of a uniform mitigation assessment method to determine the amount of mitigation needed to offset adverse impacts to wetlands and other surface waters and to award and deduct mitigation bank credits.

UMAM provides a standardized procedure for assessing the ecological functions provided by wetlands and other surface waters, the amount that those functions are reduced by a proposed impact, and the amount of mitigation necessary to offset that loss. This standardized methodology is also used to determine the degree of improvement in ecological value of proposed mitigation bank activities. The UMAM evaluates functions through consideration of an ecological community's current condition, hydrologic connection, uniqueness, location, fish and wildlife utilization, time lag and mitigation risk.

Task Authorization No. 11 was approved and Purchase Order issued August 22, 2016.

At that time, the City Consultant began the scientific work of re-evaluating the ecological communities within the Mitigation Bank. This was a cooperative effort by and among the City Consultant and two members of the SJRWD Staff. In December of 2017 the District advised the Consultant that a new District Staff member has been assigned to this project. The change in staff resulted in a change in scientific approach; placing the project back nearly to 'square one'. Since January of 2018, much progress has been made; however, the first year of work was mostly nullified by the current District Staff, necessitating the additional time requested by this Change Order No. 1.

Project No.: none Funding Account No.: 416 0300 536 3414

ATTACHMENTS:

1.	Mead & Hunt - Change Order No. 1 to Task No 11	Mead & Hunt - Change Order No. 1 to Task No 11.docx
2.	Executed TA No. 11	Executed TA #11.pdf
3.	Executed QLH/Mead Hunt Extension Agreement No. 3	Executed Extension Agreement No. 3.pdf
4.	Executed QLH/Mead Hunt Contract	Executed QLH Contract.pdf
5.	Memo-CC-June-2018-Mitigation Credit Conversion to UMAM	Memo-CC-June-2018-Mitigation Credit Conversion to UMAM.pdf
6.	SupportingDocs-Map+Ledger	SupportingDocs-Map+Ledger.pdf
7.	PO Mitigation Bank Change Order Request Revised 6-8-18	PO Mitigation Bank Change Order Request Revised 6-8-18.pdf

Julia Wiggins	Created/Initiated - 06/05/2018
Linda Johnson	Approved - 06/05/2018
Kenny Ho	Approved - 06/11/2018
Rick Wilson	Approved - 06/11/2018
Lynn Stevens	Approved - 06/20/2018
Tracey Riehm	Approved - 07/02/2018
Margaret Roberts	Approved - 07/05/2018
Jake Johansson	Approved - 07/06/2018
Robin Fenwick	Final Approval - 07/06/2018

CHANGE ORDER NO. 1
To Task Authorization No 11, dated August 15, 2016
Master Contract for Engineering Services, dated March 17, 2015
Between the City of Port Orange, Florida and Mead and Hunt, Inc.
Pursuant to merger with Quentin L. Hampton Associates, Inc.

Project: Port Orange Mitigation Bank Conversion

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$15,000	Original Contract Times Purchase Order Issued: August 22, 2016 Final Completion 24 Months (August 21, 2018)
Net changes from previous Change Order: \$0	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: \$15,000	Contract Completion Date prior to this Change Order: Final Completion: August 21, 2018
Net Increase (decrease) of this Change Order No. 1: \$5,000	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 365 days
Contract Price with all approved Change Orders: \$20,000	Contract Times with all approved Change Orders: Final Completion: August 21, 2019

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Task Authorization No. 11, entered into by and between the parties on August 15, 2016, under the Master Contract for Engineering Services, dated March 17, 2015, with Mead and Hunt, Inc. pursuant to merger with Quentin L. Hampton and Associates, Inc.
- II. REQUIRED CHANGES: To provide for additional time and servers to meet permitting requirements set by regulatory agency, Saint John's River Water Management District (SJRWMD). No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Change Order No. 1 is required for additional spending authorization of \$5,000, for a revised task authorization amount of \$20,000. The change order will also add 365 days, this will move the Final Complete date from August 21, 2018 to August 21, 2019.
- IV. PAYMENT: Payment for this Change Order No. 1 shall be made in accordance with the terms of Task Authorization No. 11 subject to a limit not to exceed \$20,000. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:
**KENNY HO, PUBLIC UTILITIES CONST & ENG
MANAGER**
Department Project Manager

ACCEPTED BY:
MEAD AND HUNT, INC.
Contractor

By: _____
Kenny Ho, Public Utilities Const &
Eng. Manager
Date Signed: _____

By: _____
Brad T. Blais, President
Date Signed: _____

RECOMMENDED BY:
N/A
City's Representative

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Lynn Stevens, Public Works & Utilities
Director
Date Signed: _____

City Manager

By: _____
M.H. Johansson, City Manager
Date Signed: _____

<u>If Council approval is required:</u>	Affirmed:
By: _____ Donald O. Burnette, Mayor	_____ Robin L. Fenwick, CMC, City Clerk
Date Signed: _____	Date Signed: _____

TASK AUTHORIZATION NO. 11

Master Contract for Engineering Services dated March 17, 2015

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 32177 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the Port Orange Mitigation Bank Conversion as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No 11 Exhibit "A."
3. Task Authorization No 11 will expire 24 months (730 days) from the date of Purchase Order issuance.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed **Fifteen Thousand Dollars and no cents (\$15,000.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

[Remainder of this page intentionally left blank]

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.

Bernadette Fox
Printed Name: Bernadette Fox

By: [Signature]
Brad T. Blais, President

Tabitha Russell
Printed Name: Tabitha Russell

Date: 7/28/16

Witnesses:

CITY OF PORT ORANGE

Frances Gosnell
Printed Name: Frances Gosnell

By: M.H.
M. H. Johansson, City Manager

Kelly McQuillen
Printed Name: Kelly McQuillen

Date: 8-15-16

Witnesses:

ATTEST:

Frances Gosnell
Printed Name: Frances Gosnell

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

Kelly McQuillen
Printed Name: Kelly McQuillen

Date: 8-15-16

[CA 4619]



TASK AUTHORIZATION NO 11

EXHIBIT "A"

QUENTIN L HAMPTON ASSOCIATES, INC.

PORT ORANGE MITIGATION BANK CONVERSION

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 761-6810
FAX: (386) 761-3977
EMAIL: qjha@qjha.com

July 22, 2016

Linda Johnson
Right-of-Way Agent
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

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

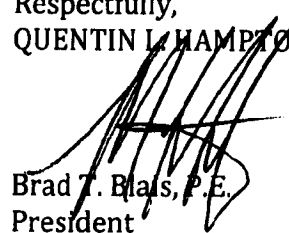
**CITY OF PORT ORANGE
PROFESSIONAL SERVICES PROPOSAL FOR
PORT ORANGE MITIGATION BANK CONVERSION**

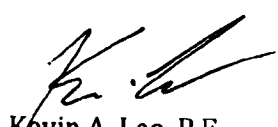
Dear Linda,

In accordance with your request, we are pleased to offer the enclosed scope of services and fee estimate for the above referenced project. The scope of this project includes field work, applications and meetings for conversion of the City's Wetland Mitigation Bank to a Uniform Mitigation Assessment Method (UMAM). We have engaged Joe Young with Biological Consulting Services, Inc. (BCS) as a sub-consultant to provide assistance with the application process.

The enclosed engineering Scope of Services and fee estimate is based upon the established utilities contract. This is a lump sum proposal. Thank you for this opportunity to continue to be of service. If you have additional questions, do not hesitate to call.

Respectfully,
QUENTIN L. HAMPTON ASSOCIATES, INC.


Brad T. Blais, P.E.
President


Kevin A. Lee, P.E.
Project Manager

BTB/KAL:bf

Enclosures

**SCOPE OF SERVICES
PORT ORANGE MITIGATION BANK CONVERSION
CITY OF PORT ORANGE**

GENERAL:

The proposed scope of services to be provided by QLH is for professional services that includes field work, meetings and applications for conversion of the wetland Mitigation Bank to a Uniform Mitigation Assessment Method (UMAM) methodology. The UMAM methodology is more widely accepted by the Army Corps of Engineers (ACOE) and St. Johns River Water Management District (SJRWMD). This conversion will improve the City's ability to utilize and market the mitigation bank.

SCOPE OF SERVICES:

QLH intends to sub-consult with Biological Consulting Services, Inc. (BCS) to assist with requisite applications and RAI responses in support of the referenced UMAM Conversion. QLH will supervise and coordinate the following activities:

1. Conduct preliminary field work for assessment of wetlands and uplands for preparation of a draft UMAM analysis.
2. Conduct site inspections and required office meetings with SJRWMD staff for assessment of wetlands and uplands.
3. Conduct site inspections and required office meetings with the USACOE staff for assessment of wetlands and uplands.
4. Prepare draft UMAM analysis report for submittal to SJRWMD and to the USACOE.

COMPENSATION:

The described scope shall be accomplished for a lump sum, not to exceed fee of \$15,000. QLH charges will be billed at the established hourly rate. BCS charges will be billed at actual cost plus 10%.

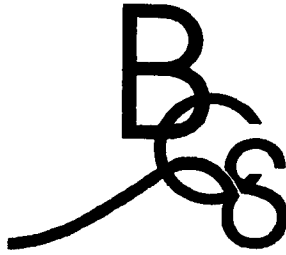
EXCLUSIONS:

This proposal excludes all laboratory testing, permit application fees, survey and/or expenses not specifically identified herein.

TERM:

The term of this contact shall extend for a 24 month period following the Notice to Proceed.

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



BIOLOGICAL CONSULTING SERVICES, INC.

SERVICES AGREEMENT

between

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

and

**Quentin L. Hampton Associates, Inc.
Post Office Drawer 290247
Port Orange, Florida 32129
bblais@qlha.com**

Project: Port Orange Mitigation Bank located in Sections 24, 25 and 26, Township 16 South, Range 31 East and Sections 19, 20, 29, 30, 31, and 32, Township 16 South, Range 32 East in Port Orange, Volusia County, Florida.

Re: Field work and meetings with St. Johns River Water Management District and U.S. Army Corps of Engineers for conversion to UMAM mitigation bank

This AGREEMENT, entered into on _____, 2016 by and between **BIOLOGICAL CONSULTING SERVICES, INC.**, hereinafter called BCS and **Quentin L. Hampton Associates, Inc.** hereinafter called the CLIENT, is for the performance of services described below in the SCOPE OF WORK upon the property.

A. SCOPE OF WORK

BCS will complete the following **TASKS**:

1.0 Field work and Coordination with St. Johns River Water Management District (SJRWMD) and U.S. Army Corps of Engineers (USACOE)

- 1.1 Conduct preliminary field work for assessment of wetlands and uplands for preparation of a draft UMAM analysis.
- 1.2 Conduct site inspections and required office meetings with SJRWMD staff for assessment of wetlands and uplands.
- 1.3 Conduct site inspections and required office meetings with the USACOE staff for assessment of wetlands and uplands.
- 1.4 Prepare draft UMAM analysis report for submittal to SJRWMD and to the USACOE.

B. AGREEMENT TERMS

1. **FEES:** BCS's cost for the previous Scope of Work will be a fee of ten thousand dollars (**\$10,000.00**).

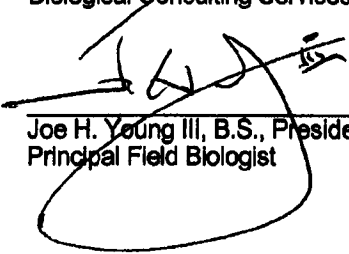
2. BCS cannot guarantee the acquisition of all permits/approvals. However, we will strive toward this end. CLIENT is responsible for payment of all consulting fees due BCS regardless of agency / governmental actions.
3. **BILLING:** BCS shall invoice the CLIENT at the beginning of each month for the work completed during the previous month. Upon completion of project an invoice will be provided.
4. **PAYMENT:** The CLIENT will pay BCS upon receipt of the invoice. Any balance remaining unpaid 45 days after billing date will be subject to an interest charge at the maximum rate allowable by law.
5. **EXPENSES:** Expenses are included in the fee stated in Paragraph B.
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. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **DEPOSIT:** No deposit is required.
13. **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.
14. **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.
15. **ASSIGNMENT:** This AGREEMENT may not be assigned without prior written agreement of the parties.
16. **EFFECT OF AGREEMENT:** This AGREEMENT shall bind, and the benefits thereof inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns.

**UMAM Conversion
With City of Port Orange
Date of Contract: June 7, 2016**

**Page 3
Re: Port Orange Mitigation Bank**

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.

CONSULTANT
Biological Consulting Services, Inc.



Joe H. Young III, B.S., President
Principal Field Biologist

CLIENT
Quentin L. Hampton Associates, Inc.

Authorized Signature

Print or Type Name Clearly

EXTENSION AGREEMENT NO. 3

THIS EXTENSION OF AGREEMENT NO. 3 ("Agreement") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **MEAD AND HUNT, INC. PURSUANT TO MERGER WITH QUENTIN L. HAMPTON AND ASSOCIATES, INC.**, a Wisconsin corporation, whose principal address is 2440 Demning Way, Middleton, Wisconsin 53562-1562 ("Engineer"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, on the 17th day of March, 2015, the Parties entered into a Master Contract for Engineering Services (the "Contract") pursuant to Request for Statement of Qualifications No. 14-23 Water, Wastewater and Reclaimed Water Continuing Engineering Consultant Rate Study; and

WHEREAS, the Contract provides for an initial one (1) year term commencing on March 17, 2015 and continuing until March 16, 2016; and

WHEREAS, the Contract provides for up to five (5) additional (1) one year renewal periods, upon written agreement of the Parties and appropriation by City Council; and

WHEREAS, on the 18th day of March, 2016, the Parties exercised the first option to renew the Contract, notwithstanding the date of execution, for a one-year period commencing on March 17, 2016 and continuing until March 16, 2017; and

WHEREAS, on the 20th day of March, 2017, the Parties exercised the second option to renew the Contract, notwithstanding the date of execution, for a one-year period commencing on March 17, 2017 and continuing until March 16, 2018; and

WHEREAS, the Parties desire to exercise the third option to renew the Contract, notwithstanding the date of execution, for a one-year period commencing on March 17, 2018 and continuing until March 16, 2019; and

WHEREAS, the Port Orange City Manager has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Term.** The term of the Contract as amended is hereby extended. Notwithstanding the date of execution, this Agreement shall be effective commencing March 17, 2018 and continuing until March 16, 2019.

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

3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Agreement on the day and year stated hereinafter.

Witnesses:

MEAD AND HUNT, INC. PURSUANT TO MERGER WITH QUENTIN L. HAMPTON AND ASSOCIATES, INC.

Cassandra McCall
Printed Name: Cassandra McCall

By: [Signature]
Brad T. Blais Vice President

Bernadette Fox
Printed Name: Bernadette Fox

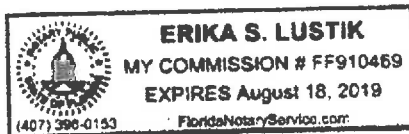
Date: 3/9/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 9th day of March, 2018, by Brad T. Blais, as Vice President MEAD AND HUNT, INC. PURSUANT TO MERGER WITH QUENTIN L. HAMPTON AND ASSOCIATES, INC., a Wisconsin corporation, and who:

[Notary: Please select one]

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



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

Witnesses:

CITY OF PORT ORANGE

Cynthia K Rivera
Printed Name: Cynthia K. Rivera

By: M.H. Johansson
M.H. Johansson, City Manager

Kiley Provenzano
Printed Name: Kiley Provenzano

Date: 3/22/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22 day of March, 2018, by M.H. Johansson, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.



KILEY PROVENZANO
Commission # GG 161246
Expires November 16, 2021
Bonded Thru Budget Notary Services

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

Witnesses:

ATTEST:

Cynthia K Rivera
Printed Name: Cynthia K. Rivera

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

Kiley Provenzano
Printed Name: Kiley Provenzano

Date: 3/22/18

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22 day of March, 2018, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.



KILEY PROVENZANO
Commission # GG 161246
Expires November 16, 2021
Bonded Thru Budget Notary Services

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



CITY OF PORT ORANGE MASTER CONTRACT FOR ENGINEERING SERVICES

This Standard Contract for Services ("Contract") is entered into this 17th day of March, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **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) Professional continuous utility engineering consulting services to complete a wide range of projects led by the City of Port Orange Utilities Department, including but not limited to projects involving analysis, design, permitting and construction assistance related to the City's water, waste water and reuse system, which also include the City's collection, distribution and treatment systems in accordance with Request for Statement of Qualifications #14-23.

(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 one (1) year 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 five (5) additional one (1) year periods.

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."

3. City Obligations The City reserves the right to utilize lump sum or hourly rate compensation. The hourly rates are set forth in Exhibit "2." 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.

4. Contract Administration The Public Utilities Director, Andrew Neff ("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.
 - a. 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
 - b. 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 his 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:

a. 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;

b. 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

c. 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. The Engineer, when acting on behalf of the City of Port Orange, shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Engineer upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

14. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the 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
X	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.
X	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the 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.
X	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage.
X	Professional Liability (Errors & Omissions)	<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, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Engineer, his/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. As may have been outlined in Request for Statement of Qualifications #14-23 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: Public Utilities Department 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5750
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

Anna P. Hoffman
Printed Name: Anna P. Hoffman

STATE OF FLORIDA
COUNTY OF VOLUSIA

QUENTIN L. HAMPTON ASSOCIATES, INC.

By: [Signature]
Brad T. Blais, President

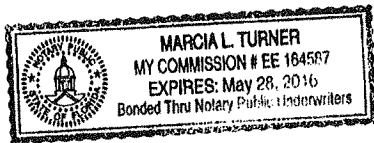
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 3/5/15

The foregoing instrument was acknowledged before me this 5 day of March, 2015, Brad T. Blais, as President of Quentin L. Hampton Associates, Inc. a Florida corporation, and who:

(Notary: Please select one)

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



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

Witnesses:

[Signature]
Printed Name: Theresa Gutierrez

[Signature]
Printed Name: Margaret T. Roberts

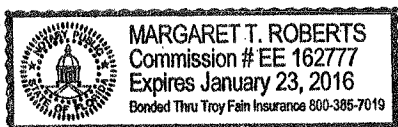
STATE OF FLORIDA
COUNTY OF VOLUSIA

CITY OF PORT ORANGE

By: [Signature]
Allen Green, Mayor

Date: March 17, 2015

The foregoing instrument was acknowledged before me this 17th day of March, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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

Witnesses:

[Signature]
Printed Name: Theresa Gutierrez

[Signature]
Printed Name: Sandra A. Largent

STATE OF FLORIDA
COUNTY OF VOLUSIA

ATTEST:

By: [Signature]
Robin L. Fenwick, CMC, City Clerk

Date: March 17, 2015

The foregoing instrument was acknowledged before me this 17th day of March, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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

[CA 4619]

TASK AUTHORIZATION NO. ____
Standard Contract for Services dated ____
Between the City of Port Orange, Florida and ____

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 _____, a _____ corporation with its principal place of business at _____ ("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: _____

Printed Name: _____ By: _____
Printed Name: _____ Printed Name: _____
Title: _____

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 ____]

QUENTIN L. HAMPTON ASSOCIATES, INC.
RATES AND FEES SCHEDULE
CITY OF PORT ORANGE (9/14)

Expert Witness	\$250.00
Principal	\$185.00
Project Manager	\$175.00
Professional Engineer	\$150.00
Subsurface Utility Engineering (SUE) Project Manager	\$140.00
Engineering Intern	\$85.00
Chief Building Official	\$85.00
CADD Technician	\$85.00
Fire Safety Inspector/Fire Systems Plan Review	\$80.00
Production Supervisor	\$75.00
Engineering Analyst	\$75.00
GIS Technician	\$75.00
SUE Project Coordinator	\$75.00
Construction Services Supervisor	\$75.00
Building Plans Examiner	\$75.00
SUE Field Technician	\$62.00
Construction Project Representative (Inspector)	\$62.00
Grant/Funding Coordinator/Federal Grant Compliance Specialist	\$62.00
Building Inspector	\$62.00
Federal Grant Compliance Specialist	\$60.00
Sr. Administration Supervisor	\$60.00
SUE Administrative Support	\$55.00
Administration Support	\$55.00

EQUIPMENT RATES

SUE Vacuum Excavator	\$600.00 per day
SUE Ground Penetrating Radar (GPR)	\$150.00 per day
SUE Truck	\$300.00 per day

REIMBURSABLE EXPENSES:

Printing, SUE materials and other direct costs – Actual cost
Sub-Consultant Services – Actual cost plus 10% administration fee
Sales Tax – Actual cost if/when sales tax is applicable

SCHEDULE NOTES:

1. Schedule shall be subject to annual adjustments
2. Rates do not include sales tax
3. Building Inspection minimum charges may apply if inspections are sporadic/not grouped
4. Mileage (if outside Volusia County, or otherwise travel extensive) – will be charged at current IRS rates.



City of Port Orange

Public Utilities & Works Department

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

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

FROM: Linda Johnson, Right of Way Agent

DATE: June 1, 2018

SUBJECT: Wetlands Mitigation Bank Credit Conversion to UMAM
Change Order No. 1 to Task Authorization No. 11, Mead & Hunt, Inc.
Port Orange (Wetlands) Mitigation Bank, SJRWMD Permit 64024-1

REQUEST:

The Public Utilities & Works Department is requesting the City Council to approve Change Order No. 1 for a 12-month extension and \$5,000.00 increase to Task Authorization No. 11 for completion of the state wetlands mitigation credit conversion to the uniform mitigation assessment method (UMAM).

PURPOSE:

To convert the State wetlands mitigation credits, permitted by the St. Johns Water Management District prior to February 2, 2004 under the RATIO method, to the Uniform Wetland Assessment Method (UMAM). Under Section 373.414(18), Florida Statutes, UMAM is the sole means for all state entities (including local governments) to determine the amount of mitigation needed to offset adverse impacts to wetlands and other surface waters and to determine mitigation bank credits awarded and debited.

CONSIDERATION:

The Port Orange Mitigation Bank covers 5,719 (+/-) acres of forested freshwater wetlands is located south of I-4 and west of Tomoka Farms Road. The bank permit was issued February 13, 2004 with a total of 1,176.30 potential SJRWMD (RATIO) credits, of which 237.90 were initially released for sale by the City. An additional 85.9 credits were released in May, 2012. The City has an available balance of 181.16 credits.

On February 4, 2004, the Uniform Wetland Assessment Method (UMAM) rule was established to fulfill the mandate of subsection 373.414(18), F.S., which requires the establishment of a uniform mitigation assessment method to determine the amount of mitigation needed to offset adverse impacts to wetlands and other surface waters and to award and deduct mitigation bank credits.

UMAM provides a standardized procedure for assessing the ecological functions provided by wetlands and other surface waters, the amount that those functions are reduced by a proposed impact, and the amount of mitigation necessary to offset that loss. This standardized methodology is also used to determine the degree of improvement in ecological value of proposed mitigation bank activities. The UMAM evaluates functions through consideration of an ecological community's current condition, hydrologic connection, uniqueness, location, fish and wildlife utilization, time lag and mitigation risk.

Task Authorization No. 11 was approved and Purchase Order issued August 22, 2016. At that time, the City Consultant began the scientific work of re-evaluating the ecological communities within the Mitigation Bank. This was a cooperative effort by and among the City Consultant and two members of the SJRWMD Staff. In December of 2017 the District advised the Consultant that a new District Staff member has been assigned to this project. The change in staff resulted in a change in scientific approach; placing the project back nearly to 'square one'. Since January of 2018, much progress has been made; however, the first year of work was mostly nullified by the current District Staff, necessitating the additional time requested by this Change Order No. 1.

FUNDING:

41603005363414

Budget: \$40,450

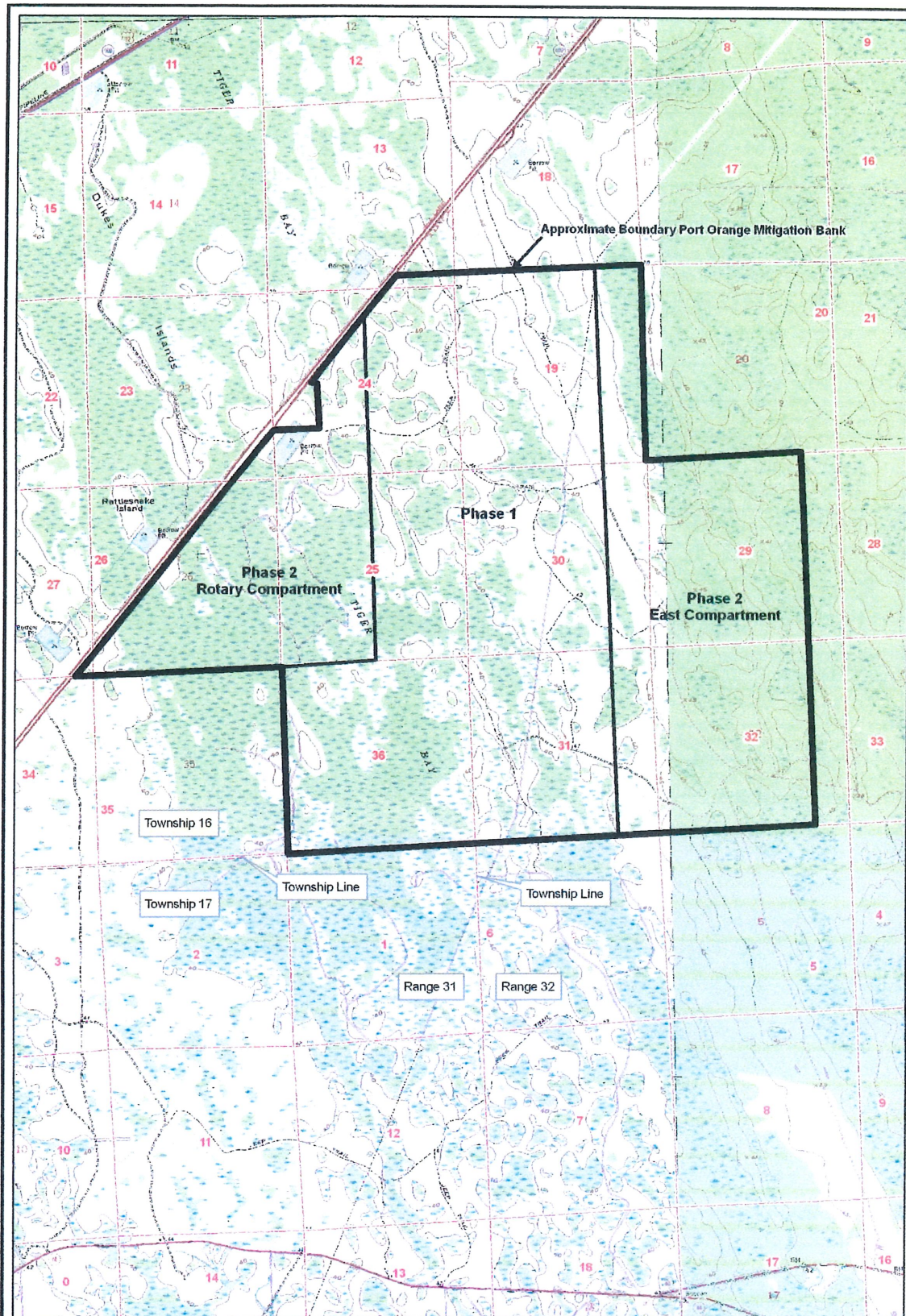
Actual: \$5,000

RECOMMENDATION:

The Public Utilities & Works Department is recommending the City Council to approve the Change Order No. 1 to the Mead & Hunt Task Authorization No. 11 for an additional amount of \$5,000.00 and an additional 365 days for completion of the pending permit modification to the water management district to effect a conversion of the mitigation bank credits to the Uniform Wetland Assessment Method (UMAM) as established by Section 373.414, Florida Statutes.

ATTACHMENTS:

- a) Task Authorization No. 11
- b) Copy of E-mails: December 4, 2017 and January 22, 2018 from SJRWMD Staff
- c) Legal Description Map of Port Orange Mitigation Bank
- d) Copy of Mitigation Bank Ledger



Scale: 1" = 2500'
 Date: March 2008
 Photo Date: N/A
 Project No. P9203



LEGAL DESCRIPTION MAP
 PORT ORANGE MITIGATION BANK
 USGS QUAD SHEETS - DAYTONA BEACH SW & SAMSULA, TOWNSHIP 16 SOUTH, RANGE 31 EAST
 VOLUSIA COUNTY, FLORIDA

FIGURE
1

Mitigation Bank Ledger

Permit# 64024-1

Bank Name: Port Orange

Basin ID: 17 Community Type: Forested Freshwater Current Balance: 181.16 Available Balance: 181.16

Transaction Date	Description	Credit Quantity	Debit Quantity	Balance
Released/Purchased Credits				
13-Feb-2004	RELEASE PERMIT ISSUANCE - CE (Phase 1 CE and Title Insurance)	237.90		237.90
13-Feb-2004	Port Orange Reclaimed Water Reservoirs (86929-1)		48.20	189.70
30-Jul-2004	Central Recharge Area Wellfield Expansion Phase III (93828-1)		0.50	189.20
20-Apr-2005	Eastport Business Park, Phase II (23165-2)		0.50	188.70
08-Oct-2006	Port Orange Plantation & Villas of Port Orange Plantation (92263-3)		23.80	164.90
12-Apr-2007	Summertrees Rd Extension & Westport Square Phase II (68377-4)		3.00	161.90
20-Apr-2007	Spruce Creek High School -track drainage improvements (78037-3)		1.80	160.10
28-Nov-2007	City of Port Orange Police Station (114055-1)		0.82	159.28
28-Dec-2007	The Pavillion at Port Orange (110939-1)		23.60	135.68
05-Jun-2008	Port Orange Business Park (108276-1)		10.70	124.98
29-Jan-2010	Pioneer Trail (103479-1)		2.00	122.98
29-Jan-2010	Taylor Road expansion (Forest Preserve Blvd to Summer Trees Rd) (23032-3)		0.60	122.38
10-Aug-2010	Yorktowne Blvd - Central Section (29647-2)		3.04	119.34
26-Oct-2011	Westport Reserve: Phases 3 & 4 Mass Grading (91871-9)		4.28	115.06
09-May-2012	Step B Other Condition No. 5 authorized for completing the upland roller-chopping and planting in 677.5 acres of Phase I.	85.90		200.96
25-May-2012	Reclaimed Water Reservoirs - Modification of Pond Overflow Structure (86929-4)		5.80	195.16
19-Nov-2013	Cambridge Canal: bank armoring between Spruce Creek Rd & Trailwood Dr (100485-6)		0.50	194.66
05-Dec-2013	Spruce Creek Recreational Facility Ball Field Modifications (22866-2)		1.00	193.66
28-Aug-2015	Williamson Boulevard South Ext. (Airport Blvd. to Pioneer Trail) (134174-1)		12.50	181.16
Total Credits & Debits		<u>323.80</u>	<u>142.64</u>	



The Uniform Mitigation Assessment Method (UMAM)

[Home](#) » [Divisions](#) » [Division of Water Resource Management](#) » [Submerged Lands and Environmental Resources Coordination Program](#) » [The Uniform Mitigation Assessment Method \(UMAM\)](#)

The [Uniform Mitigation Assessment Method \(UMAM\)](#) was established to fulfill the mandate of subsection 373.414(18), F.S., which requires the establishment of a uniform mitigation assessment method to determine the amount of mitigation needed to offset adverse impacts to wetlands and other surface waters and to award and deduct mitigation bank credits. UMAM provides a standardized procedure for assessing the ecological functions provided by wetlands and other surface waters, the amount that those functions are reduced by a proposed impact, and the amount of mitigation necessary to offset that loss. This standardized methodology is also used to determine the degree of improvement in ecological value of proposed mitigation bank activities. The UMAM evaluates functions through consideration of an ecological community's current condition, hydrologic connection, uniqueness, location, fish and wildlife utilization, time lag and mitigation risk. The links located along the right side of this page provide additional information, including rule guidance, training materials and contact information.

Links
UMAM Reference
Eco Toolbox
UMAM Rule Development



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

June 7, 2018

Linda Johnson
Right-of-Way Agent
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

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

CITY OF PORT ORANGE
MITIGATION BANK UMAM CONVERSION

Dear Linda,

Mead & Hunt, Inc. has been working under Task Authorization #11 for the Mitigation Bank UMAM Conversion with our sub-consultant Biological Consulting Services, Inc. (BCS). Here is a brief chronology of the tasks completed:

- 12/20/2016: initial meeting with Reid Hilliard and Gary Haddle to discuss process/requirements of UMAM conversion for Phase 1
- 3/1/2017: submitted proposed UMAM scores to SJRWMD for their review
- 3/6/2017: met with Reid Hilliard and Gary Haddle to discuss UMAM scores submitted
- 6/2/2017: submitted FLUCCS mapping and area calculations to SJRWMD based on their comments at 3/6/2017 meeting. Map was prepared by reviewing the original FLUCCS areas with historical mapping, analyzed the previous designations by Steve Edgar for accuracy, made changes as necessary and calculated each vegetative category for UMAM scoring
- 7/14/2017: e-mail from Gary Haddle – still reviewing information submitted; go ahead with UMAM
- 7/24/2017: call from Gary Haddle to discuss mapping – requested that we “refine some of the polygon boundaries by using multiple years of aerial photography. In addition to the communities mapped as 320 and 441, there are many wetland areas that were not picked up in the original permitting of the site. These polygons need to be refined so we can quantify the acreages, assign target communities, and apply UMAM.”
- 12/1/2017: submitted revised exhibits based on comments from Gary Haddle and Reid Hilliard
- 12/4/2017: Lee Kissick is assigned as the reviewer; no comments received from Gary or Reid on information submitted on 12/1/17; Lee requested shape file
- 1/22/2018: Lee Kissick requested that we revise our Assessment Area (AA) map using the SJRWMD 2000 Land Cover / Land Use Photointerpretation GIS data.
- 1/23/2018: requested the SJRWMD GIS data
- 5/23/2018: submitted revised FLUCCS and area calculations to Lee Kissick based on his comments

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

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

You will notice that the initial submittal to SJRWMD in July 2017 was reviewed by SJRWMD and their comments were addressed and returned in December 2017. In January of 2018 the SJRWMD reviewer and requirements changed. This required numerous map changes that were completed and returned in May 2018. The changes requested by SJRWMD have delayed the project schedule.

At this time, we are requesting an additional 365 days and an additional \$5,000 for BCS' work to complete this project. For this additional \$5,000, BCS invoices will be billed at actual cost. Mead & Hunt will not bill the 10% markup on this scope of additional work.

If you have any questions, please feel free to contact me.

Respectfully,
MEAD & HUNT, INC.



Brad T. Blais, P.E.
Vice President

BTB:el

cc: Kenny Ho, P.E., City of Port Orange (kho@port-orange.org)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: Yes

SUBJECT: (B7c) Approval of a Piggyback Agreement and Task Authorization No 1 with Insituform Tech LLC for Sanitary Sewer Lining.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Piggyback Agreement with Insituform Tech LLC spending authorization amount not to exceed \$750,000 per fiscal year and Task Authorization No 1 for an amount not to exceed \$495,659.72 for Sanitary Sewer Lining and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: The Public Utilities Department requests approval of a piggyback agreement with Insituform Tech LLC for Sanitary Sewer Lining for 3 years with a spending authorization of not to exceed \$750,000.00 per fiscal year and approval of Task Authorization #1 in the amount not to exceed \$495,659.72.

In 2015, an Infiltration and Inflow (I&I) study was conducted by Wade Trim to identify major I&I areas in the sewer collection systems. The study included evaluation of the sewer laterals, mains, and manholes where rain and ground water was entering into the system.

On November 16, 2017, St. Johns County received 12 sealed bids for Utility Rehabilitation Construction Services under RFP No: 18-22. This service included cured in place lining. On January 24, 2018, St. Johns County awarded the bid to Insituform Tech LLC.

The Public Utilities Department evaluated this and other existing competitive bid contracts from around the state. The St. Johns County Contract is the most cost effective and the best product for the City's (I&I) program.

The initial task authorization for \$495,659.72 will provide for lining service of some pipelines in lift station areas #5, #7 and #102 as identified in the 2015 I&I study. This area is geographically located between the Halifax River and Ridgewood, from the southern city limits to Oak Street. This will be an ongoing repair program (R&R) and is budgeted in Project URH001 Sewer System Rehab.

Project No.: URH001 Funding Account No.: 401 0400 535 6397

ATTACHMENTS:

1.	Piggyback Agreement	Insituform Technologies LLC - Piggyback
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		Agreement.pdf
2.	Task Authorization No 1 - Lift Station No 5 No 7 and No 102	Task Authorization No 2 - Lift Station No 5 No 7 and No 102.pdf
3.	Department Justification Memo	Department Justification Memo.pdf
4.	Authorization Letter	Authorization Letter.pdf
5.	Insituform Contract with St Johns	Insituform Contract with St Johns.pdf
6.	SJC RFP 18-22 RFP Original	SJC RFP 18-22 RFP Original.pdf
7.	SJC RFP 18-22 Addm 1	SJC RFP 18-22 Addm 1.pdf
8.	SJC RFP 18-22 Eval Documents	SJC RFP 18-22 Eval Documents.pdf
9.	SJC RFP 18-22 Eval Ranking	SJC RFP 18-22 Eval Ranking.pdf
10.	SJC RFP 18-22 Intent to Award	SJC RFP 18-22 Intent to Award.pdf
11.	Task Authorization No 1 Scope	Task Authorization No 1 Scope.pdf

Julia Wiggins	Created/Initiated - 06/13/2018
Kenny Ho	Approved - 06/14/2018
Rick Wilson	Approved - 06/14/2018
Lynn Stevens	Approved - 06/19/2018
Tracey Riehm	Approved - 07/02/2018
Margaret Roberts	Approved - 07/06/2018
Jake Johansson	Approved - 07/06/2018
Robin Fenwick	Final Approval - 07/06/2018



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

for Goods and Services

Base Contract:

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

Department:	Public Utilities
Base Contract BID/RFP/RFSQ Number:	St. Johns County Master Contract No.: 18-MCC-INS-08953
Alternate Source Contract Number: <i>(Used for State Contracts)</i>	N/A
Contractor Name:	Insituform Technologies, LLC
Contractor's Authorized Dealer:	N/A
Delivery/Installation/Product/Service Location:	Locations within City of Port Orange
Description:	Sanitary Sewer Lining
Contract Initial Term/Term: <i>(check appropriate term and enter dates)</i>	St. Johns County Master Contract No.: 18-MCC-INS-08953 Agreement Effective Date From: January 24, 2018 To: January 23, 2021. Contract may be renewed for up to one (1) additional two (2) year periods, contingent upon satisfactory performance by the Contractor, mutual written agreement by both Parties, and availability of funds. St. Johns County reserves the right to further extend the Contract, as necessary, to complete ongoing projects, or as best serves the needs of the County. COPO: ☒ Effective last date Agreement signed by Parties and shall continue until January 23, 2021
Contract Renewal Term: <i>(No. of Renewals and Term for each renewal)</i>	Contract may be renewed for up to one (1) additional two (2) year periods, contingent upon satisfactory performance by the Contractor, mutual written agreement by both Parties, and availability of funds. City of Port Orange reserves the right to further extend the Contract, as necessary, to complete ongoing projects under construction and consistent with the term as provided in the Task Authorization(s).
Authorization of Services: <i>(check one)</i>	☐ Written Purchase Order(s) ☐ Notice to Proceed(s) ☒ Task Authorization(s)
Amount of City Expenditure per Fiscal Year (10/1 to 9/30) or Annually (Contract execution date and term):	☒ Fiscal Year: In amounts not to exceed \$750,000.00 ☐ Annually Click here to enter text.
Payment and Performance Bond <i>(Indicate if required)</i>	☒ Yes ☐ No

Exhibits Attached to Contract (excluding legal Exhibits, if any)	☒ Exhibit "1" Contract History ☒ Exhibit "2" Insurance ☒ Exhibit "3" Task Authorization Example ☒ Exhibit "4" Cost/Quote ☒ Exhibit "5" Bond ☐ Exhibit "6" Subcontractors ☐ Exhibit "7" Other	
Contract Administrator:	Lynn Stevens, Director of Public Works and Public Utilities	
Contractor's Authorized Agent Name Printed ¹:	Charles R. Gordon, Manager.	
Contractor's Complete Contact Information:	Principal Address: Insituform Technologies, LLC 17988 Edison Avenue Chesterfield, MO 63005	Telephone: (904) 465-3267 E-Mail: draymond@aegion.com
Signature: Contractor's Authorized Agent ¹:		Date:
Contractor Notary Acknowledgment Block:		Seal/Stamp
STATE OF _____ COUNTY OF _____		
The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Charles R. Gordon, as Manager of Insituform Technologies, LLC., a Delaware limited liability corporation registered to transact business in Florida, and who:		
<i>[Notary: Please select one]</i> ☐ is personally known to me; or ☐ has produced _____ as identification.		
		Notary Public, State _____ Printed, typed or stamped name, commission and expiration:
Department Head Signature Acknowledges the following: <i>The base contract referenced above for piggybacking by the City of Port Orange has been verified to be competitively bid with multiple proposals from vendors/contractors within two years from the date of this piggyback agreement, unless waived by the City Manager in writing or at the direction of City Council. The Department Head further acknowledges that the vendor package, all supporting vendor documentation, and the entire base contract, including but not limited to all exhibits, and all terms and conditions is uploaded to the City of Port Orange BoardSync Contract Management for recordation.</i>		
Department Head Name, Title Printed:	Lynn Stevens, Director of Public Works and Public Utilities	
Signature: Department Head		Date:
Signature: M.H. Johansson, City Manager		Date:
Attest: Robin L. Fenwick, CMC, City Clerk		Date:
¹ If this Agreement is signed by an individual not identified as the Chief Executive Officer of the Contractor in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.		

This Piggyback Agreement ("Agreement") is entered into on the last date the Agreement is signed by the Parties, by and between the CITY OF PORT ORANGE, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and Contractor named on the first page of this Agreement (the "Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

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

1. The foregoing recitals are true and correct and incorporated herein.
2. The terms of the "Base Contract" with the entity as shown on the first page of this Agreement are incorporated herein by reference.
3. Agreement chronology and City insurance requirements are attached hereto as Exhibit "1" and Exhibit "2."
4. Contractor Obligation. Contractor agrees to honor the terms of the Base Contract, and to provide the City the specified goods, work, or services as more specifically described on the first page of this Agreement, and any Exhibits, attached hereto. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods, work, or services without written Purchase Order(s), and/or Notice to Proceed(s), or Task Authorization(s), as indicated on the first page of this Agreement.
5. Authorization for Services.

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

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

6. Manner and Place. The work or services performed for this Agreement shall be in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way), as applicable, 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. If the contract is for goods, the Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated

facility identified in each purchase order, FOB – Port Orange. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

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

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

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

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

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

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

All construction Agreements shall require one (1) original Bond in the form approved by the City Attorney. Engineer shall not require duplicate original bond documents in the draft construction documents and Agreement for the City. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded by the City Attorney's office with the Clerk of Volusia County at Contractors expense.

12. Additional Bond Security. If any surety bond furnished in connection with this Agreement becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Agreement.

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

14. Termination for Convenience of the City.

(a) The parties agree that the City may terminate this Agreement, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Agreement, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Agreement not subject to the Notice;
- (iii) terminate all sub-agreements except those made with respect to Agreement performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original Agreement price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Agreement shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Agreement performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the Agreement price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 30 of this Agreement concerning disputes.

15. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this Agreement, the Contractor shall include similar provisions in any sub-agreement, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

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

17. Examination of Records.

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement.

(b) The Contractor further agrees to include in any sub-agreement for more than \$10,000 entered into as a result of this Agreement, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the sub-agreement, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such sub-agreement, or this Agreement. The term sub-agreement as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

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

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

(d) Upon completion of the Agreement, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Agreement, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

19. Termination for Non-Appropriation of Funds.

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this Agreement is entered into, for the purpose of this Agreement, then the City may terminate this Agreement upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this Agreement was entered into. This provision shall survive any termination of the Agreement.

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

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

22. Modifications or Changes to this Agreement.

(a) Change Orders. The Contract Administrator, upon written approval as required by the City's finance ordinances and policies, shall without notice to any sureties, have the authority to order changes in this Agreement which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the Agreement price or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Agreement.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall notify the City requesting an equitable adjustment and the Agreement shall be modified in writing as mutually agreed by the Parties. Any change order shall include all costs and time extensions related to or incidental to such change.

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

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

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

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

24. **Warranties.** For the purchase of goods, Contractor warrants that (1) the supplies to be provided to the City pursuant to this Agreement are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Agreement conform to the standards required by this Agreement. Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Agreement, together with service warranties and guarantees, shall run to the City and its successors and assigns.

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

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

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Agreement, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contract Administrator, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by Agreement or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Agreement for default as provided in the clause of this Agreement entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Contract Administrator may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Agreement. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Agreement requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Agreement requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Agreement, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

27. **Liability for Loss or Damage.** Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Agreement by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

28. **Non-discrimination.** During the performance of this Agreement, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Contractor shall be solely responsible for compliance with all federal, state and local laws, rules and regulations prohibiting discrimination of its officers, agents, employees and subcontractors. Contractor shall post notices, advertisements and solicitations in accordance with federal law, rule or regulation. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

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

30. **Disputes.** The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

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

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

33. **Additional Provisions.**

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

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

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

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

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

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

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

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

36. **Agreement Construction.**

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

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

[Remainder of this page intentionally left blank]

Contract History

The St. Johns County, FL ("County"), a political subdivision of the State of Florida, entered into a Continuing Construction Contract Agreement Master Contract Number 18-MCC-INS-08953 ("St. Johns County Contract") with Insituform Technologies, LLC, pursuant to Request for Proposal ("RFP") Number 18-22 for Utility Rehabilitation/Construction Services.

The St. Johns County Contract has a term commencing on January 24, 2018 and continuing until January 23, 2021, which may be renewed for up to one (1) additional two (2) year periods, contingent upon satisfactory performance by the Contractor, mutual written agreement by both Parties, and availability of funds. St. Johns County reserves the right to further extend the Contract, as necessary, to complete ongoing projects, or as best serves the needs of the County.

[Remainder of this page intentionally left blank]

EXHIBIT "1"

Insurance

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

(b) For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall be solely responsible to provide the City the written original certificate, notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change. The City reserves the right to increase insurance coverage as determined for higher risk Agreements and shall reimburse the Contractor for the reasonable additional costs of increased coverage. The Contractor shall maintain the following coverages:

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Agreement requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Body Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
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Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000 minimum	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Errors and Omissions	Limits: Coverage - \$ <u>To be determined.</u>	Agents acting on behalf of the City.
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, Department Head waives Insurance for work described as follows: (check at least one) ☐ under \$25,000.00 ☐ including goods F.O.B. the place of destination		

TASK AUTHORIZATION NO. ____
Piggyback Agreement dated _____, 2018
Between the City of Port Orange, Florida and DJ Design Services, 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 **INSITUFORM TECHNOLOGIES, LLC**, a Delaware limited liability corporation registered to transact business in Florida, with its principal place of business at 17988 Edison Avenue, Chesterfield, MO 63005 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement dated as referenced above, 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 _____, 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 _____ 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 "A" attached hereto and made a part hereof for all purposes, subject to a limit 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:

INSITUFORM TECHNOLOGIES, LLC

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

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: _____

**RFP No: 18-22; Utility Rehabilitation/Construction Services
MASTER CONTRACT # 18-MCC-INS-08953**

**EXHIBIT "A"
UNIT PRICE LIST**

Part C – Sanitary Sewer Rehabilitation – Cured-in-place Pipe (CIPP)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
A. Sanitary Sewer Line Cleaning and Inspection					
a.	Light Cleaning (<1/4 diameter)				
1	4" Diameter	200	LF	1.10	
2	6" Diameter	500	LF	1.10	
3	8" Diameter	6,000	LF	1.60	
4	10" Diameter	500	LF	1.60	
5	12" Diameter	200	LF	2.40	
6	15" Diameter	100	LF	3.70	
7	18" Diameter	100	LF	4.20	
b.	Tuberculation Cleaning				
1	4" Diameter	100	LF	15.90	
2	6" Diameter	200	LF	15.90	
3	8" Diameter	1,000	LF	12.70	
4	10" Diameter	200	LF	15.90	
5	12" Diameter	100	LF	21.20	
6	15" Diameter	50	LF	21.20	
7	18" Diameter	50		23.30	
c.	Root Removal				
1	4" Diameter	100	LF	5.30	
2	6" Diameter	200	LF	5.30	
3	8" Diameter	1,000	LF	4.20	
4	10" Diameter	200	LF	4.20	
5	12" Diameter	50	LF	4.20	
6	15" Diameter	50	LF	5.30	
7	18" Diameter			8.00	
d.	CCTV Inspection - Sewer Lateral				
1	Lateral Inspection 0' to 40'	20	EA	291.00	
2	Additional Lateral Inspection >40'	1	LF	5.30	
e.	CCTV Pipe Inspection				
1	6" Diameter	500	LF	1.10	
2	8" Diameter	6,000	LF	1.10	
3	10" Diameter	500	LF	1.10	
4	12" Diameter	200	LF	1.10	
5	15" Diameter	100	LF	2.90	
6	18" Diameter	100	LF	3.20	

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
B. Sanitary Sewer Rehabilitation					
1. CIPP lining					
a.	6" Diameter				
1	4.5mm nominal thickness (.177)	500	LF	30.28	
b.	8" Diameter				
1	6.0 mm nominal thickness (.236)	6,000	LF	25.35	
2	7.5 mm nominal thickness (.295)	1	LF	27.10	
3	9.0 mm nominal thickness (.354)	1	LF	32.10	
c.	10" Diameter				
1	6.0 mm nominal thickness (.236)	500	LF	34.20	
2	7.5 mm nominal thickness (.295)	1	LF	33.60	
3	9.0 mm nominal thickness (.354)	1	LF	39.90	
d.	12" Diameter				
1	6.0 mm nominal thickness (.236)	500	LF	38.30	
2	7.5 mm nominal thickness (.295)	1	LF	40.15	
3	9.0 mm nominal thickness (.354)	1	LF	42.45	
e.	15" Diameter				
1	6.0 mm nominal thickness (.236)	200	LF	48.50	
2	7.5 mm nominal thickness (.295)	1	LF	50.55	
3	9.0 mm nominal thickness (.354)	1	LF	52.85	
f.	18" Diameter				
1	6.0 mm nominal thickness (.236)	100	LF	54.80	
2	7.5 mm nominal thickness (.295)	1	LF	55.10	
3	9.0 mm nominal thickness (.354)	1	LF	63.00	
2. Sectional CIPP lining					
a.	6" Diameter				
1	3' in length	1	EA	1850.00	
2	4' in length	1	EA	1957.00	
3	6' in length	1	EA	2065.00	
4	8' in length	1	EA	2220.00	
b.	8" Diameter				
1	3' in length	1	EA	1855.00	
2	4' in length	1	EA	1960.00	
3	6' in length	1	EA	2330.00	
4	8' in length	1	EA	2645.00	
c.	10" Diameter				
1	3' in length	1	EA	1855.00	

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
2	4' in length	1	EA	1960.00	
3	6' in length	1	EA	2330.00	
4	8' in length	1	EA	2645.00	
d.	12" Diameter				
1	3' in length	1	EA	2065.00	
2	4' in length	1	EA	2330.00	
3	6' in length	1	EA	2595.00	
4	8' in length	1	EA	2805.00	
e.	15" diameter				
1	3' in length	1	EA	2485.00	
2	4' in length	1	EA	2700.00	
3	6' in length	1	EA	2910.00	
4	8' in length	1	EA	3175.00	
f.	18" diameter				
1	3' in length	1	EA	2750.00	
2	4' in length	1	EA	2910.00	
3	6' in length	1	EA	3175.00	
4	8' in length	1	EA	3438.00	
3. Lateral CIPP Lining					
a.	Top hat / full wrap - up to 36 inches				
1	4" lateral connection	10	EA	1960.00	
2	6" lateral connection	50	EA	1960.00	
3	8" lateral connection	1	EA	3385.00	
b.	Lateral lining 0 to 40'	10	EA	1800.00	
c.	Additional lateral lining >40'	1	LF	79.30	
d.	Lateral cutout & polish	200	EA	162.00	
e.	Lateral grout	50	EA	344.00	
4. Cleanout Installation					
a.	4" cleanout	1	EA	2380.00	
b.	6" cleanout	1	EA	2595.00	
c.	8" cleanout	1	EA	2645.00	
C. Maintenance of Traffic					
a.	Traffic Control – MOT Index 601 or 602 (per day)	1	DAY	320.00	
b.	Traffic Control – MOT Index 603 or higher (per day)	1	DAY	1060.00	
c.	Traffic Control – MOT Index 601 or 602 (per week)	1	WK	1590.00	
d.	Traffic Control – MOT Index 603 or higher (per week)	1	WK	5300.00	
e.	Variable Message Board (per week)	1	WK	370.00	
D. Mobilization					
a.	Regular Mobilization (~ 4-6 weeks)	1	EA	3700.00	
b.	Emergency Mobilization (< 1 week)	1	EA	6350.00	
Sub-total					\$
E. Bond					
a.	Contract Performance and Payment Bond Cost Not to Exceed 2%			1.5%	

EXHIBIT “5”

Payment and Performance Bond

Consisting of 3 Pages

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Insituform Technologies, LLC
Principal Business Address: 17988 Edison Avenue
Chesterfield, MO 63005
Contact Person: Charles R. Gordon, Managing Member
Phone Number: (904) 465-3267

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

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

Amount: \$

City Case/Project No. URH001

Description of Work: Sanitary sewer lining.

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

Legal Description: Various locations, Port Orange, Volusia County, Florida

Front Page

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

RETURN RECORDED DOCUMENT TO:

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

URH001 Sanitary Sewer Lining

Bond No. _____

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

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

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

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

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

Attest:

Insituform Technologies, LLC
(Principal)

(As to Corporate Principal) Secretary

By: _____
Charles R. Gordon, Managing Member

(Witness to Principal)

(Corporate Seal)

(Witness to Surety)

(Surety)

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

(Corporate Seal)

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

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

TASK AUTHORIZATION NO. 1
Piggyback Agreement dated _____, 2018
Between the City of Port Orange, Florida and DJ Design Services, 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 **INSITUFORM TECHNOLOGIES, LLC**, a Delaware limited liability corporation registered to transact business in Florida, with its principal place of business at 17988 Edison Avenue, Chesterfield, MO 63005 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement dated as referenced above, 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 sanitary sewer lining service of pipelines in lift station areas #5, #7 and #102, as identified in the 2015 I&I study and, 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 by December 31, 2018.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$495,659.72. 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. 1.
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:

INSITUFORM TECHNOLOGIES, LLC

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

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: _____

TASK AUTHORIZATION NO 1

EXHIBIT "A"

INSITUFORM TECHNOLOGIES LLC

PHASE 1

LIFT STATION #5, #7, #102



6972 Business Park Blvd.
Jacksonville, Fl. 32256
www.insituform.com

Dave Raymond
Business Development Manager

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@aegion.com

6-6-18

Richard Colby
City of Port Orange
1000 City Center Circle
Port Orange, Fl 32129
rcolby@port-orange.org

Re: Cost Proposal – Lift Station #5,#7,#102 – TOTAL FOR ALL THREE LOCATIONS

Dick,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Port Orange**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off the St. Johns County, Fl Contract 18-22.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Item	Description	Unit	Qty	Unit Price	Total
1	Light Cleaning 4" Laterals	25 LF each	73	\$1.10	\$2007.50
2	CCTV Lateral Inspection 0'-40'	LF	73	\$291.00	\$21,243.00
3	4" Lateral CIPP Full Wrap 4"	Each	73	\$1960.00	\$143,080.00
4	Lateral Lining 0' to 40'	Each	73	\$1800.00	\$131,400.00
5	CIPP 8" 6mm thickness	LF	4572	\$25.35	\$115,900.20
6	Lateral Cutout & Polish	Each	57	\$162.00	\$9,234.00
7	Traffic Control MOT Index 601 or 602 (per day)	Each	2	\$320.00	\$640.00
8	Traffic Control MOT Index 601 or 602 (per week)	Week	7	\$1590.00	\$11,130.00
9	Regular Mobilization	Each	1	\$3700.00	\$3,700.00
10	Contingency	Each	1	\$50,000	\$50,000.00
11	Bond		1	1.5%	\$7325.02
	TOTAL				\$495,659.72

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of Inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard Insurance coverage with the following limits:
General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
Auto: \$2,000,000 Combined Single Limit
Workers Compensation: Statutory with \$1,000,000 Employer's Liability
~~The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.~~

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

- ~~1. Permits, licenses and construction easements.~~
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. Bypassing of services or laterals.

11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
- ~~15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.~~
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
- ~~17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).~~
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

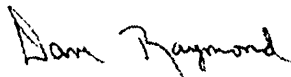
- ~~1. ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the St. Johns County Contract.~~

~~The information contained in this letter is proprietary to Insituform Technologies, LLC, and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC, (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC, or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.~~

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.



Dave Raymond
Business Development Manager

Accepted By: _____
(signed)

(print name)

Date: _____

Title: _____

TASK AUTHORIZATION NO 1
Payment and Performance Bond

EXHIBIT "B"

INSITUFORM TECHNOLOGIES LLC

PHASE 1

LIFT STATION #5, #7, #102

RETURN RECORDED DOCUMENT TO:

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

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Insituform Technologies, LLC
Principal Business Address: 17988 Edison Avenue
Chesterfield, MO 63005
Contact Person: Charles R. Gordon, Managing Member
Phone Number: (904) 465-3267

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

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

Amount: \$495,659.72

City Case/Project No. URH001

Description of Work: Sanitary sewer lining.

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

Legal Description: Various locations, Port Orange, Volusia County, Florida

Front Page

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

RETURN RECORDED DOCUMENT TO:

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

URH001 Sanitary Sewer Lining

Bond No. _____

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

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

BY THIS BOND, We, Insituform Technologies, LLC as Principal, and _____, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **FOUR HUNDRED NINETY-FIVE THOUSAND SIX HUNDRED FIFTY-NINE AND 72/100 DOLLARS (\$495,659.72)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

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

Attest:

Insituform Technologies, LLC
(Principal)

(As to Corporate Principal) Secretary

By: _____
Charles R. Gordon, Managing Member

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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



City of Port Orange Public Utilities Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Public Utilities Director

THRU: Julia Wiggins, Public Utilities Budget Analyst

FROM: Richard A Colby, Project Manager

DATE: June 5, 2018

SUBJECT: Insituform Tech LLC – Piggyback Agreement for Sanitary Sewer Lining

REQUEST:

The Public Utilities Department requests approval of a piggyback agreement with Insituform Tech LLC for Sanitary Sewer Lining for 3 years with a spending authorization of not to exceed \$750,000.00 per fiscal year and approval of Task Authorization #1 in the amount not to exceed \$495,659.72.

PURPOSE:

The purpose of this request is to maintain the City's infrastructure maintenance programs in order to extend the full life of capital investments.

CONSIDERATION:

Inflow and infiltration (I&I) are terms used to describe ways that groundwater and stormwater enter a sanitary sewer system. Inflow occurs when stormwater enters through a direct connection with the sewer system. Often times it is due to a failure at the connection between the city system and the customers piping. This connection is called the "lateral" and is much smaller than the main sewer pipeline.

Infiltration refers to groundwater which seeps into the city sewer system through cracks in the pipes and manholes. As infrastructure ages and the ground shifts (due to rain, vibrations, construction activities, etc), the underground pipes move. This movement can cause cracks or separation of joints in sewer piping and cracks in the manholes. These cracks allow groundwater into the sewer systems. There are 6680 manholes and approximately 354 miles of collection piping located in the Port Orange system.

This extra water due to I&I leads to higher operating costs at the wastewater treatment plant. During the recent rains in May and early June 2018, the wastewater plant flows

increased over 3 million gallons per day due to I&I. I&I increases lift station energy costs and an increased potential of a sanitary sewer overflows due to the increased volume of water in the system. The first step in reducing I&I is conducting a thorough review of the collection system and identifying the major I&I areas.

In 2015, an I&I study was conducted by Wade Trim to identify major I&I areas in the sewer collection systems. The study included evaluation of the sewer laterals, mains, and manholes where rain and ground water was entering into the system. Repairs include either complete pipe replacement, spot repairs, or "lining" the existing system with a special "cured in place" lining. The cured in place system consists of taking the system out of service, thoroughly cleaning the pipeline, then inserting a polyester or fiberglass liner that is attached to the interior of the pipeline using a special resin that cures the liner to the pipeline. Once the system is cured, it becomes part of the pipe. Advantages to the cured in place process is that no excavation or disturbance to the customers occur. This process has been successfully used in sewer collection systems for over 40 years and has been used previously in the City of Port Orange system.

On November 16, 2017, St. Johns County received 12 sealed bids for Utility Rehabilitation Construction Services under RFP No: 18-22. This service included cured in place lining. On January 24, 2018, St. Johns County awarded the bid to Insituform Tech LLC.

The Public Utilities Department evaluated this and other existing competitive bid contracts from around the state. The St. Johns County Contract is the most cost effective and the best product for the City's (I&I) program.

The initial task authorization for \$495,659.72 will provide for lining service of some pipelines in lift station areas #5, #7 and #102 as identified in the 2015 I&I study. This area is geographically located between the Halifax River and Ridgewood, from the southern city limits to Oak Street. This will be an ongoing repair program (R&R) and is budgeted in Project URH001 Sewer System Rehab.

FUNDING:

Sewer System Rehab Found:

Project URH001

401-0400-535-63-97

Budget: \$1,479,865.00

Pending Encumbrance: \$527,905.00

Actual Balance: \$879,979.00

Amt Required for the first Phase \$495,659.72

RECOMMENDATION:

The Public Utilities Department recommends approval of a piggyback agreement with Insituform Tech LLC for Sanitary Sewer Lining for 3 years with a spending authorization of not to exceed \$750,000.00 per fiscal year and approval of Task Authorization #1 in the amount not to exceed \$495,659.72.

ANTICIPATED SCHEDULE:

Complete work identified in the 2005 study by end of 2021 calendar year.

ATTACHMENTS:

1. Copy of Agreement between Insituform Tech LLC and St. Johns County
2. Copy of Insituform Tech LCC bid submittal
3. Copy of ST. Johns County Invitation to Bid
4. Letter from Vendor



Insituform Technologies, LLC
6972 Business Park Blvd.
Jacksonville, FL 32256
Tel: 904-465-3267
Fax: 904-292-3198
www.insituform.com

June 13, 2018

Richard Colby
City of Port Orange
1000 City Center
Port Orange, FL
(386)527-6948
rcolby@port-orange.org

RE: Approval letter for Port Orange, FL to piggyback the St. Johns County, FL. Contract

Please accept this letter of approval for the City of Port Orange, Florida to piggyback the St. Johns County, Florida Contract. RFP: 18-22; Utility Rehabilitation/Construction Services Master Contract # 18-MCC-INS-08953. Please do not hesitate to contact us for any other needs the City of Port Orange may have. We appreciate the opportunity to earn your business.

Sincerely,

Dave Raymond
Insituform Technologies, LLC
(904)465-3267
draymond@aegion.com



St. Johns County Board of County Commissioners

Purchasing Division

January 24, 2018

Insituform Technologies, LLC
17988 Edison Ave
Chesterfield, MO 63005

RE: RFP No: 18-22 – Utility Rehabilitation/Construction Services
Master Contract No: 18-MCC-INS-08953

Dear Mrs. Partridge:

Attached, please find a fully executed original copy of the Contract Agreement for Utility Rehabilitation/Construction Services for your files.

All work under this contract will be authorized by Task Orders. No work shall be performed without an executed Task Order, issued by the SJC Purchasing Department. In the event the County requests a proposal from Insituform Technologies, LLC regarding a specific project, any and all instructions for the proposal will be included in the request.

If you have any questions regarding this contract, you may contact me at the information below.

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County, FL
Purchasing Department

A handwritten signature in black ink, appearing to read "Leigh A. Daniels", is written over the typed name and title.

Leigh A. Daniels, CPPB
Procurement Supervisor
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us

CC: SJC Minutes & Records (Copy taken when attested)
SJC Purchasing RFP 18-22 – Master Contract File



**CONTINUING CONSTRUCTION CONTRACT AGREEMENT
BETWEEN COUNTY AND CONTRACTOR
(2012 EDITION)
MASTER CONTRACT #: 18-MCC-INS-08953**

This Contract Agreement ("Agreement") is made and entered into as of this 24th day of January, 2018, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, Florida, 32084, and **Insituform Technologies, LLC**, ("Contractor"), a company authorized to do business in the State of Florida, with offices located at 17988 Edison Ave, Chesterfield, MO 63005; Phone: (636) 530-8000; Email: jlause@aegion.com; under seal for **RFP No: 18-22, Utility Rehabilitation/Construction Services**. In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows.

ARTICLE I – THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract and Contract Documents

1.1.1 The Contract between the County and the Contractor, of which this Agreement is a part, shall consist of the Contract Documents.

1.1.2 The Contract Documents shall consist of: (1) this Agreement together with all exhibits, attachments, and duly executed amendments; (2) all RFP No: 18-22 documents together with all addenda thereto; (3) all Specifications; (4) all duly executed Amendments, Task Orders, Change Orders and Field Orders issued after the Effective Date of the Contract; and (5) FEMA Public Assistance Program Required Contract Clauses (Exhibit B). Documents not enumerated in this Article are not Contract Documents and do not form part of the Contract.

1.2 Contract Term and Extension

1.2.1 Unless terminated or extended in accordance with other provisions contained herein, the initial term of the Contract shall begin on the date of signature by the County ("Effective Date"), and shall remain in effect for a period of three (3) calendar years.

1.2.2 The term of the Contract may be renewed for up to one (1) additional two (2) year periods, contingent upon satisfactory performance by the Contractor, mutual written agreement by both parties, and the availability of funds. While the Contract may be renewed as provided herein, it is expressly noted that the County is under no obligation to renew or extend the Contract. It is further expressly noted that the option of renewing the Contract is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed under the terms of the Contract. The County reserves the right to further extend the Contract, as necessary, to complete any ongoing projects, or as best serves the needs of the County.

1.3 Entire Agreement

1.3.1 The Contract, together with the Contractor's Public Construction Bond(s) (as applicable), and Certificates of Insurance constitutes the entire agreement between the County and the Contractor with reference to RFP No: 18-22; Utility Rehabilitation/Construction Services. Specifically, but without limitation, the Contract supersedes any RFP Document not listed among the Contract Documents described herein and all prior written and/or oral communications, representations and negotiations, if any, between County and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in the Contract shall create, or be interpreted to create privity or any other contractual agreement between County and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied, or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Project Price as provided by Task Order.

1.5.2 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

- 1.5.3 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.5.4 The words "include," "includes" or "including," as used in the Contract, shall be deemed to be followed by the phrase "without limitation."
- 1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of the Contract.
- 1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.5.7 The headings, titles and captions contained herein are inserted for convenience only and in no way are intended to interpret, define, or limit the scope, extent, or intent of the Contract or any provision thereof.
- 1.5.8 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the County of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the County of the Contract Documents, Shop Drawings, or Product Data shall not relieve Contractor of the continuing duty set forth in this paragraph. The County has requested that the Project Manager only oversee preparation of documents for the Work, including the Drawings and Specifications for the Work, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. The Contractor further acknowledges that it has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.
- 1.5.9 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
- 1.5.10 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.
- 1.6 Ownership of Contract Documents
- 1.6.1 The Contract Documents, and each of them, shall remain the property of the County. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without County's prior written authorization.

ARTICLE II – THE WORK

- 2.1 The Contractor shall perform all of the Work required, implied, or reasonably inferable from the Contract.
- 2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under the Contract, including the following: construction of the whole or a designated part of a project as set forth each Task Order; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor; fuel, heat, light, cooling and all other utilities as required by the Contract. The Work to be performed by the Contractor on each project shall be specifically described in, and authorized by Task Order issued by the County. Each Task Order issued by the County under the Contract shall further specify the amount of time permitted for completion of the Work ("Project Time") and the amount to be paid as compensation for completion of Work ("Project Price").

ARTICLE III – PROJECT TIME

- 3.1 Time and Liquidated Damages

- 3.1.1 The Contractor shall commence the Work for each project upon receipt of a Notice to Proceed, or as stated on the fully executed Task Order, issued by the County, and shall reach Substantial and Final Completion of all Work as specified by Task Order.

For each project, the number of calendar days from the date on which the Work is permitted to proceed through the date set forth in the Task Order for Final Completion shall constitute the "Project Time."

- 3.1.2 For each project, the Contractor shall pay the County the sum of nine hundred fifty eight dollars (\$958.00), based on the FDOT Table provided in the RFP Document for each and every calendar day of unexcused delay in achieving Substantial Completion of the Work beyond the date specified by Task Order for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of issuing the Task Order. When the County reasonably believes that Substantial Completion shall be inexcusably delayed the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

- 3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete as provided by Task Order that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

3.3 Time is of the Essence

- 3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV – PROJECT PRICE

4.1 The Project Price

- 4.1.1 The County shall pay, and the Contractor shall accept, as full and complete payment for all Work required by each Task Order, the amount specified and authorized by each Task Order upon completion of the Work for each project. The amount set forth in each Task Order shall not exceed two hundred thousand dollars (\$200,000), without prior written authorization by the County Administrator or authorized designee. No Task Order will be issued for over \$200,000.00 unless approved by the Board of County Commissioners.

ARTICLE V – PAYMENT OF THE PROJECT PRICE

5.1 Schedule of Values

- 5.1.1 Upon request by the County, the Contractor shall submit a Schedule of Values allocating the Project Price to the various portions of the Work included in the Task Order for each project. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the County may require, in order to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values, nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of the Contract. The Schedule of Values shall be used only as a basis for the Contractor's Requests for Payment and shall only constitute such basis after it has been agreed upon in writing by the County.

5.2 Payment Procedure

- 5.2.1 The County shall pay the Project Price to the Contractor as provided below.
- 5.2.2 Progress Payments - Based upon the Contractor's Requests for Payment submitted to the County and upon Certificates for Payment subsequently issued to the County by the Project Manager, the County shall make progress payments to the Contractor on account of the Project Price. Retainage in the amount of ten percent (10%) will be withheld from each progress payment until County has issued Final Acceptance of the Work. Progress payments for each project shall be provided by Task Order.
- 5.2.3 On or before the fifteenth (15th) day of each month after commencement of the Work for each project, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of

the Project Price properly incorporated in the Work less the total amount of previous payments received from the County.

Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Manager (and Engineer if applicable) shall review the Application for Payment and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents. The Project Manager shall determine and certify to the County the amount properly owing to the Contractor. The County shall make partial payments on accounts of the Project Price within thirty (30) days following the Project Manager's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Manager less such amounts, if any, otherwise owing by the Contractor to the County or which the County shall have the right to withhold as authorized by the Contract. The Project Manager's certification of the Contractor's Application for Payment shall not preclude the County from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

5.2.4 The Contractor warrants that title to all Work covered by an Application shall pass to the County no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the County shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the County becomes informed that the Contractor has not paid a Subcontractor as herein provided, the County shall have the right, but not the duty or obligation, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the County, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of any project by the County, shall be interpreted to constitute an acceptance of any Work not in strict accordance with the Contract Documents.

5.3 Withheld Payment

5.3.1 County may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the County from loss because of:

- (1) defective Work not remedied by the Contractor and, in the opinion of the County, not likely to be remedied by the Contractor;
- (2) claims of third parties against the County or the County's property;
- (3) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (4) evidence that the balance of the Work cannot be completed in accordance with the Task Order for unpaid balance of the Project Price;
- (5) evidence that the Work shall not be completed in the time required for Substantial or Final Completion of the Work;
- (6) repeated failure (two or more times) to carry out the Work as specified by Task Order;
- (7) damage to the County or a third party to whom the County is, or may be, liable;
- (8) failure by the Contractor to timely pay, any, and all, applicable taxes, fees (including permit or use fees), costs, or expenses, associated with the Project.

In the event that the County makes written demand upon the Contractor for amounts previously paid by the County as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

5.4.1 If within ten (10) days after the date established by Task Order for payment to the Contractor by the County, the County, without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days, written notice to the County and the Project Manager, and without prejudice to any other available rights or remedies it may have, stop the Work until

payment of those amounts due from the County have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of twelve percent (12%) per annum.

5.5 Substantial Completion

- 5.5.1 When the Contractor believes the Work required by Task Order for each project is Substantially Complete, the Contractor shall submit to the Project Manager a list of items to be completed or corrected. When the Project Manager on the basis of an inspection determines that the Work is in fact Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion of the Work, shall state the responsibilities of the County and the Contractor for project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract Documents shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Until Final Completion and acceptance of the Work by the County, the County shall pay the Contractor an amount equal to ninety percent (90%) of the Project Price. Ten Percent (10%) of the Project Price shall be retained until Final Completion, acceptance of the Work by the County and Final Payment to the Contractor.

5.6 Final Completion and Final Payment

- 5.6.1 When all the Work required by Task Order for each project is finally complete and the Contractor is ready for a Final Inspection, it shall notify the County and the Project Manager thereof in writing. Thereupon, the Project Manager shall make Final Inspection of the Work and, if the Work is complete in full accordance with the project Task Order and the Task Order has been fully performed, the Project Manager shall promptly issue a Final Certificate for Payment for the project and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repetition of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the County and all other Authorities having jurisdiction under Florida Laws or regulations.
- 5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed in the Certificate of Substantial Completion, the Contractor shall pay the County liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth for Final Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of issuance of the Task Order. When the County reasonably believes that Final Completion shall be inexcusably delayed, the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.
- 5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work on each project for which the County, or the County's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the County; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by County the Contractor shall furnish a bond satisfactory to the County to discharge any such lien or indemnify the County from liability.
- 5.6.3 The County shall make Final Payment of all sums, due the Contractor within thirty (30) days of the Project Manager's execution of a Final Certificate for Payment.
- 5.6.4. Acceptance of Final Payment shall constitute a waiver of all claims against the County by the Contractor except for those claims previously made in writing against the County by the Contractor, pending at the time of Final Payment, and identified in writing by the Contractor as unsettled at the time of its request for Final Payment.

ARTICLE VI – THE COUNTY

- 6.1 Information, Services and Things Required from County

- 6.1.1 The County shall furnish to the Contractor, at the time of issuing each Task Order, any and all written and tangible material in its possession concerning conditions below ground at the site of the project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the project site. Copies may be provided instead of originals.
- 6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the County shall obtain all approvals, easements, and the like required for construction.
- 6.1.3 The County shall furnish the Contractor, free of charge, three (3) copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the actual cost of reproduction per additional set of Contract Documents which it may require.
- 6.2 Right to Stop Work
 - 6.2.1 If the Contractor persistently fails or refuses to perform Work in accordance with any Task Order, the County may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the County orders that Work be resumed. In such event, the Contractor shall immediately obey such order. Further, the Contractor shall not be paid for, nor make any claim for payment for, any Work done in connection with the Project, during the period of Work stoppage.
- 6.3 County's Right to Perform Work
 - 6.3.1 If the Contractor's Work is stopped by the County under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the County that the cause of such stoppage shall be eliminated or corrected, the County may, without prejudice to any other rights or remedies the County may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued by the County deducting from the Project Price the cost of correcting the subject deficiencies, and compensation for the County's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Project Price is insufficient to cover the amount due the County, the Contractor shall pay the difference to the County.

ARTICLE VII – THE CONTRACTOR

- 7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Manager and the County, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.
- 7.2 The Contractor shall perform the Work for each project strictly in accordance with the Contract Documents.
- 7.3 The Contractor shall supervise and direct the Work for each project using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the County for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.
- 7.4. Warranty
 - 7.4.1 The Contractor warrants to the County that all labor furnished to progress the Work under the Contract shall be competent to perform the tasks undertaken, that the product of such labor shall meet or exceed acceptable industry standards, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with the Contract. This warranty shall survive termination of the Contract and shall not be affected by Final Payment for any project hereunder. All Work not conforming to these requirements may be considered defective.
- 7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.
- 7.6 Supervision

7.6.1 The Contractor shall employ and maintain at each project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the County or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to projects under the Contract are as follows:

Name	Function
<u>Brandt Curvel</u>	<u>Project Manager</u>
<u>Al Yeomans</u>	<u>General Superintendent</u>
<u>Dave Raymond</u>	<u>Business Development Manager</u>

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the County agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, prior to commencing the Work for each project, shall submit to the Project Manager for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to each entire project. Each sum revision shall be furnished to the Project Manager. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of the Contract.

7.8 The Contractor shall continuously maintain at the project site, for the benefit of the Project Manager, one record copy of the Contract and the project Task Order marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the project site for the Project Manager the approved Product Data, Samples and other similar required submittals. For each project, upon Final Completion of the Work, such record documents shall be delivered to the County.

7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work for each project in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the County and shall be delivered, or returned to County, as applicable, prior to Submittals shall belong to County and shall be delivered, or returned to County, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep each project site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Contractor shall clean the site and the project and remove all waste, together with all of the Contractor's property there from.

7.11 Access to Work

7.11.1 The County and the Project Manager shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, for each project, the Contractor shall indemnify and hold harmless the County, its officers and employees from, and against, any, and all, administrative/legal/equitable liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work noted in the Contract Documents, that are referenced and considered a part of the Contract. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss of use resulting there from or incident to, connected with, associated with or growing out of direct and/or

indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7.13 Safety

7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with performance of the Contract and for adequate maintenance of traffic.

7.13.2 The Contractor shall designate a member of the on-site construction team for each Project, whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the County (and the Engineer if applicable), this person shall be the Contractor's Superintendent.

ARTICLE VIII – CONTRACT ADMINISTRATION

8.1 Project Manager

8.1.1 The Project Manager, unless otherwise directed by the County shall perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in the Contract. The Project Manager shall be the County's representative for the entire Term of the Contract. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in the Contract.

8.1.2 The County and the Contractor shall communicate with each other in the first instance through the Project Manager.

8.1.3 The Project Manager shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Project Manager shall render written or graphic interpretations as necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.1.4 The Project Manager shall review the Contractor's Applications for Payment and shall certify to the County for payment to the Contractor, those amounts then due to the Contractor as provided in the Contract Documents.

8.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of the Contract Documents. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

8.1.6 The Project Manager shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.1.7 The Project Manager shall prepare Change Orders for processing by the Purchasing Department and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.1.8 The Project Manager shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by the Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of the Contract Documents.

8.1.9 The Project Manager's decision in matters relating to visual quality shall be final if consistent with the applicable provisions of the Contract Documents.

8.2 Claims by the Contractor

- 8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of the Work and the County shall continue to make payments to the Contractor in accordance with each Task Order. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Manager and the Contractor.
- 8.2.3 Claims for Concealed and Unknown Conditions. Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Task Order, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in the Task Order, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Pricing Proposal for the Work, the Project Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the County having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Project Manager written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 8.2.4 Claims for Additional Costs. If the Contractor wishes to make a claim for an increase in the Project Price, as a condition precedent to any liability of the County therefore, the Contractor shall give the Project Manager written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 8.2.4.1 In connection with any claim by the Contractor against the County for compensation in excess of the Project Price, any liability of the County for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.
- The County shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.
- 8.2.5 Claims for Additional Time. If the Contractor is delayed in progressing any Work which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the County or someone acting on the County's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Manager, for such reasonable time as the Project Manager may determine.
- Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension of time as provided herein, then such claim shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.
- 8.2.5.1 Delays and Extensions of Time. An extension of Project Time shall not be given due to weather conditions unless such weather conditions are more severe than average and have caused a delay. In requesting an extension of time for weather conditions, Contractor shall present complete records and such requests shall document how weather conditions delayed progress of the Work.
- 8.3 Field Orders
- 8.3.1 For each Project, the Project Manager shall have authority to order minor changes in the Work not involving a change in the Project Price or in Project Time and not inconsistent with the intent of the Contract. Such changes

shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

ARTICLE IX – SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity, which has a direct Contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Prior to commencing the Work for each project, the Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the project. The Project Manager shall reply within seven (7) business days to the Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor, which correspond to those rights afforded to the County by Subparagraph 12.2.1 below.

ARTICLE X – CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of each Task Order, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating the Contract by properly executed Change or Field Order.

10.1.2 Changes in the Work for each project shall be performed under applicable provisions of the Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 The term "Change Order" shall mean a written order to the Contractor executed by the County Administrator, or authorized designee, issued after execution of the Contract, authorizing and directing a change in the Work or an adjustment in the Project Price or the Project Time, or any combination thereof. Only a duly executed Change Order may change the Scope of Work, Project Price and/or the Project Time.

10.3 Changes in the Project Price

10.3.1 Any change in the Project Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the County and the Contractor as evidenced by (1) the change in the Project Price being set forth in the Change Order, (2) such change in the Project Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the County and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the County and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Project Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Project Price, a reasonable allowance for direct project site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers' compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-project site overhead expenses be included in any change in the Project Price. Pending final determination of reasonable expenditures or savings to the County, payments on account shall be made to the Contractor on the County's Certificate of Payment.

10.3.3 If Unit Prices are provided in a Task Order, and if the quantities contemplated are so changed by proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the County or to the Contractor, then the applicable Unit Prices shall be equitable adjusted.

10.4 Minor Changes

10.4.1 The Project Manager shall have authority to order minor changes in the Work for each project not involving a change in the Project Price or an extension of the Project Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the County and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 For each project, the execution of any Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, the Contract Documents as thus amended, the Project Price and the Project Time. The Contractor, by executing a Change Order, waives and forever releases any claim against the County for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to the County that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI – UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work for a project is covered contrary to the Project Manager's request or to any provision of the Contract Documents, it shall, if required by the Project Manager, be uncovered for the Project Manager's inspection and shall be properly replaced at the Contractor's expense without change to the Project Time as provided in the Task Order.

11.1.2 If any of the Work for a project is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Manager or County, be uncovered for the Project Manager's inspection. If such Work conforms strictly to the Contract Documents, costs of uncovering and proper replacement shall by Change Order be charged to the County. If such Work does not strictly conform to the Contract Documents, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Manager as defective or failing to conform to the Contract Documents. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the County for the Project Manager's services and expenses made necessary thereby.

11.2.2 For each project, if within one (1) year after Substantial Completion of the Work, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct the Work within seven (7) days at the Contractor's expense upon receipt of written notice from the County. This obligation shall survive Final Payment by the County and termination of the Contract. With respect to Work first performed and completed after Substantial Completion of the project, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations, which the Contractor has under the Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct Work for each project, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 County May Accept Defective or Nonconforming Work

11.3.1 If the County chooses to accept any defective or nonconforming Work, the County may do so. In such events, the Project Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the project had it not been

constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Project Price, if any, is insufficient to compensate the County for its acceptance or defective or nonconforming Work, the Contractor shall, upon written demand from the County, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII – CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 For each project, if the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the County, terminate performance under the Contract and recover from the County payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 For each project, if the County shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under the Contract by written notice to the Project Manager. In such event, the Contractor shall be entitled to recover from the County as though the County had terminated the Contractor's performance under the Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the County

12.2.1 For Convenience

12.2.1.1 The County may terminate the Contract for convenience. In such instance, the County shall provide written notice of such termination to the Contractor specifying when termination shall become effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The County may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the County or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the County for such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has in either its possession or control.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Manager specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Manager. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination of the Contract, the County shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The County and the Contractor may agree to compensation, if any, due to the Contractor hereunder.

(c) Absent an agreement as to the amount due to the Contractor, the County shall pay the Contractor the following amounts:

(i) Project Prices for labor, materials, equipment, and other services accepted under the Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (i) or (ii), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

- (iii) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Project Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

- 12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials to complete the Work, or fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise substantially violates a material provision of the Contract as determined by the County, then the County may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the Contract and take possession of the project site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the termination of the Contract is effective as of the time that notice of termination is delivered to an authorized representative of the Contractor, or as of the date and time, specified in the notice of termination (whichever is applicable). In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed.
- 12.2.2.2 If the unpaid balance of the Project Price less any liquidated damages due under the Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager's additional services and expenses made necessary thereby, such exceed the unpaid balance, the Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.
- 12.2.2.3 In the event the Contract is terminated by the County for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII – INSURANCE

13.1 Contractor's Insurance

- 13.1.1 The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

- 13.1.1.1 The Contractor shall maintain throughout the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.
- 13.1.1.2 The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.
- 13.1.1.3 The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-

owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

- 13.1.1.4 The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.
- 13.1.1.5 The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.
- 13.1.1.6 In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.
- 13.1.1.7 Contractor shall provide the County at least thirty (30) days prior notice of any cancellation of or modification to any insurance coverage required under the Contract.
- 13.1.1.8 It is the responsibility of the Contractor to insure that all subcontractors comply with all insurance requirements provided in the Contract.
- 13.1.1.9 It is expressly noted that the insurance requirements contained herein are minimum requirements, subject to modification by the County in response to high hazard operations.

ARTICLE XIV – EQUAL EMPLOYMENT OPPORTUNITY

14.1 Contractor's Employment Opportunity

- 14.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age.

The Contractor shall take affirmative measures to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

- 14.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin or age.

ARTICLE XV – APPRENTICESHIP LAW REQUIREMENTS

15.1 Apprenticeship Law (Chapter 446, Florida Statutes)

- 15.1.1 In accordance with applicable Florida law, the Contractor shall make a diligent effort to hire for performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one (1) apprentice or trainee to every five (5) journeymen.
- 15.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four (4), assure that twenty-five (25) percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the Work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.
- 15.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job training programs shall only be established in non-apprenticable trades or occupations to meet the requirements of this section.
- 15.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.

- 15.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.
- 15.1.6 The Contractor agrees to insert in any Subcontract under the Contract the requirements contained in this section. "The term Contractor" as used in such clauses and any Subcontract shall mean the Subcontractor.
- 15.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

ARTICLE XVI – PUBLIC RECORDS

16.1 Public Records (Chapter 119, Florida Statutes)

- 16.1.1 The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- 16.1.2 In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.
- 16.1.3 If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- 16.1.4 Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE XVII – MISCELLANEOUS

17.1 Governing Law and Venue

- 17.1.1 The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

17.2 Successors and Assigns

17.2.1 The County and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract. In light of the scope and rationale for the Contract, the Contractor shall not assign the Contract without prior express written consent of the County. However, the County shall not unreasonably deny such written consent, when the interests of the County are not negatively affected. Should the Contractor assign this Contract without securing the prior express written consent of the County, then the County may pursue any legal option available to the County, including, but not limited to, termination of the Contract.

17.3 Surety Bonds

17.3.1 For each project, the Contractor shall furnish a separate Public Construction Bond to the County. Each Bond shall set forth a penal sum in an amount not less than the Project Price. Each Bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such Bonds. Each Public Construction Bond shall provide that in the event the Project Price is adjusted by Change Order executed by the Contractor, the Contractor shall obtain a an Amended Public Construction Bond, or a New Public Construction Bond which reflects the adjusted Project Price. Such Amended or New Public Construction Bond shall be provided to the County within ten (10) days of the Change Order being approved to adjust the Project Price. The Public Construction Bond furnished by the Contractor shall be in form suitable to the County and shall be executed by a Surety, or Sureties, reasonably suitable to the County.

17.4. Safety of Persons and Property

17.4.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify the Engineer in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. In the event that the Contractor damages any existing utility lines not shown on the Drawings, the location of which is not known to the Contractor, report thereof shall be made immediately to the Engineer.

17.4.2 Locations of existing utility lines shown on the Drawings are based upon the best information available to the Engineer, but shall not be considered exact either as to location or number of such lines.

17.4.3 Contractor shall protect utility lines constructed pursuant to terms of the Contract and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the County.

17.5 Amendments

It is expressly understood that any change, amendment, modification, revision, or extension of the Contract (other than termination, as noted elsewhere in the Contract) shall be in writing, and shall be executed by duly authorized representatives of both the County and the Contractor.

17.6 Compliance with Local, State, and Federal Rules, Regulations, and Laws

In performance of the Contract, both the County and the Contractor shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the Local, State, and Federal governments.

17.7 Effect of Failure to Insist on Strict Compliance with Conditions

The failure of either party hereto to insist upon strict performance of any term, condition, provision, and/or requirement of the Contract, shall not be construed as a waiver of such term, condition, provision, and/or requirement on any subsequent occasion.

17.8 Severability

If any word, phrase, sentence, part, subsection, section, or other portion of the Contract, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of the Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

17.9 Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

17.10 Authority to Execute

Each party covenants to the other party hereto that it has the lawful authority to enter into the Contract and has authorized the execution of the Contract by the party's authorized representative.

17.11 Notice Regarding Public Entity Crimes

Section 287.133(3)(a), Florida Statutes requires the County to notify the Contractor of the provisions of Section 287.133(2)(a), Florida Statutes.

Section 287.133(2)(a), Florida Statutes prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services, following a conviction from a public entity crime from:

- (a) Contracting to provide goods or services to a public entity;
- (b) Submitting a bid on a contract for construction or repair of a public building or public work;
- (c) Submitting bids on leases of real property to a public entity;
- (d) Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$10,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or affiliate is placed on the convicted vendor list.

17.12. Termination Under Section 287.135, Florida Statutes

Notwithstanding any other provision in the Contract to the contrary, the County will have the option, in the exercise of its sole discretion, to immediately terminate the Contract if the Contractor is found to have submitted a false certification under Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as described in Section 287.135, Florida Statutes.

17.13. Royalties and Payments

The Contractor hereby certifies that to the best of the Contractor's information, neither the Contractor, nor any process employed by the Contractor, infringes upon any trademark, patent, or other intellectual property rights of another party. Moreover, the Contractor agrees to pay (where required and/or applicable) any, and all, applicable royalties, and or license fees that are associated with any aspect of this Project.

17.14. Permits and Licenses.

To the extent required, the Contractor (at its sole expense) shall secure, obtain, acquire, and maintain permits, approvals, certificates, and/or licenses, in order to perform the Work referenced in the Contract, the Contractor shall be responsible or securing, obtaining, acquiring and maintaining at the Contractor's sole expense, and cost, any, and all, permits, licenses, certificates, and/or approvals required by Federal, State, and/or Local law, rule, regulation, or ordinance.

17.15. Completion of All Required Forms

Throughout the duration of the Contract, the Contractor has an on-going duty to timely complete all forms required by Federal, State, or local law, rule, regulation, or ordinance, and where required, timely submit the required form to the applicable entity/person.

17.16. No Third Party Beneficiaries

Both the County and the Contractor explicitly agree, and the Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

17.17. E-Verify

The Contractor agrees that it will enroll and participate in the federal E-verify Program for Employment Verification. The Contractor further agrees to comply with, and abide by, any, and all, applicable rules and provisions associated with the federal E-verify Program for Employment Verification.

17.18. Survival.

It is explicitly noted that the following provisions identified by numbered caption and contained herein shall survive any suspension, termination, cancellation, revocation, expiration and/or non-renewal of the Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, expiration and/or non-renewal: (1) Article 1.5 (Intent and Interpretation); (2) Article 1.6 Ownership of Contract Documents; (3) Article 7.4 (Warranty); (4) Article 7.12 (Indemnity); (5) Article 11 (Uncovering and Correcting Work); and (6) Article 12.2.2 (Termination for Cause).

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand the day and year above written.

COUNTY

CONTRACTOR

St. Johns County, FL (Seal)

Insituform Technologies, LLC (Seal)

By: Jaime T. Locklear, MPA, CPPB, FCCM
(Printed Name)

By: Diane Partridge
(Printed Name)

Assistant Purchasing Manager
(Title of Signing Representative)

Diane Partridge
(Signature)

Jaime T. Locklear
(Signature)

Contracting and Attesting Officer
(Title of Signing Representative)

1/24/18
(Date of Execution)

1/23/18
(Date of Execution)

ATTEST:

St. Johns County, FL
Clerk of Courts

By: Sam Halter
Deputy Clerk

1/24/18
Date of Execution

ST JOHNS COUNTY

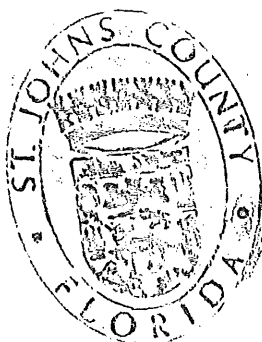
JAN 24 '18

PURCHASING

LEGALLY SUFFICIENT:

[Signature]
Deputy County Attorney

1/23/18
Date of Execution



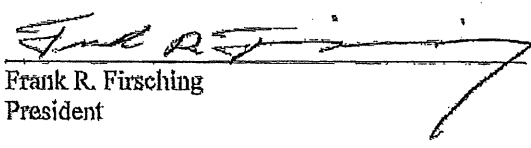
INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPOINTMENT OF OFFICERS

Pursuant to the authority set forth in the Limited Liability Company Agreement of Insituform Technologies, LLC (the "Company"), I hereby determine that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company; and
2. All other Contracting and Attesting Officers of the Company appointed by the President of the Company prior to the date of this appointment are hereby removed from office.

Dated: December 14, 2017


Frank R. Firsching
President

**RFP No: 18-22; Utility Rehabilitation/Construction Services
MASTER CONTRACT # 18-MCC-INS-08953**

**EXHIBIT "A"
UNIT PRICE LIST**

Part C – Sanitary Sewer Rehabilitation – Cured-in-place Pipe (CIPP)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
A. Sanitary Sewer Line Cleaning and Inspection					
a.	Light Cleaning (<1/4 diameter)				
1	4" Diameter	200	LF	1.10	
2	6" Diameter	500	LF	1.10	
3	8" Diameter	6,000	LF	1.60	
4	10" Diameter	500	LF	1.60	
5	12" Diameter	200	LF	2.40	
6	15" Diameter	100	LF	3.70	
7	18" Diameter	100	LF	4.20	
b.	Tuberculation Cleaning				
1	4" Diameter	100	LF	15.90	
2	6" Diameter	200	LF	15.90	
3	8" Diameter	1,000	LF	12.70	
4	10" Diameter	200	LF	15.90	
5	12" Diameter	100	LF	21.20	
6	15" Diameter	50	LF	21.20	
7	18" Diameter	50		23.30	
c.	Root Removal				
1	4" Diameter	100	LF	5.30	
2	6" Diameter	200	LF	5.30	
3	8" Diameter	1,000	LF	4.20	
4	10" Diameter	200	LF	4.20	
5	12" Diameter	50	LF	4.20	
6	15" Diameter	50	LF	5.30	
7	18" Diameter			8.00	
d.	CCTV Inspection - Sewer Lateral				
1	Lateral Inspection 0' to 40'	20	EA	291.00	
2	Additional Lateral Inspection >40'	1	LF	5.30	
e.	CCTV Pipe Inspection				
1	6" Diameter	500	LF	1.10	
2	8" Diameter	6,000	LF	1.10	
3	10" Diameter	500	LF	1.10	
4	12" Diameter	200	LF	1.10	
5	15" Diameter	100	LF	2.90	
6	18" Diameter	100	LF	3.20	

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
B. Sanitary Sewer Rehabilitation					
1. CIPP lining					
a.	6" Diameter				
1	4.5mm nominal thickness (.177)	500	LF	30.28	
b.	8" Diameter				
1	6.0 mm nominal thickness (.236)	6,000	LF	25.35	
2	7.5 mm nominal thickness (.295)	1	LF	27.10	
3	9.0 mm nominal thickness (.354)	1	LF	32.10	
c.	10" Diameter				
1	6.0 mm nominal thickness (.236)	500	LF	34.20	
2	7.5 mm nominal thickness (.295)	1	LF	33.60	
3	9.0 mm nominal thickness (.354)	1	LF	39.90	
d.	12" Diameter				
1	6.0 mm nominal thickness (.236)	500	LF	38.30	
2	7.5 mm nominal thickness (.295)	1	LF	40.15	
3	9.0 mm nominal thickness (.354)	1	LF	42.45	
e.	15" Diameter				
1	6.0 mm nominal thickness (.236)	200	LF	48.50	
2	7.5 mm nominal thickness (.295)	1	LF	50.55	
3	9.0 mm nominal thickness (.354)	1	LF	52.85	
f.	18" Diameter				
1	6.0 mm nominal thickness (.236)	100	LF	54.80	
2	7.5 mm nominal thickness (.295)	1	LF	55.10	
3	9.0 mm nominal thickness (.354)	1	LF	63.00	
2. Sectional CIPP lining					
a.	6" Diameter				
1	3' in length	1	EA	1850.00	
2	4' in length	1	EA	1957.00	
3	6' in length	1	EA	2065.00	
4	8' in length	1	EA	2220.00	
b.	8" Diameter				
1	3' in length	1	EA	1855.00	
2	4' in length	1	EA	1960.00	
3	6' in length	1	EA	2330.00	
4	8' in length	1	EA	2645.00	
c.	10" Diameter				
1	3' in length	1	EA	1855.00	

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	
2	4' in length	1	EA	1960.00	
3	6' in length	1	EA	2330.00	
4	8' in length	1	EA	2645.00	
d.	12" Diameter				
1	3' in length	1	EA	2065.00	
2	4' in length	1	EA	2330.00	
3	6' in length	1	EA	2595.00	
4	8' in length	1	EA	2805.00	
e.	15" diameter				
1	3' in length	1	EA	2485.00	
2	4' in length	1	EA	2700.00	
3	6' in length	1	EA	2910.00	
4	8' in length	1	EA	3175.00	
f.	18" diameter				
1	3' in length	1	EA	2750.00	
2	4' in length	1	EA	2910.00	
3	6' in length	1	EA	3175.00	
4	8' in length	1	EA	3438.00	
3. Lateral CIPP Lining					
a.	Top hat / full wrap - up to 36 inches				
1	4" lateral connection	10	EA	1960.00	
2	6" lateral connection	50	EA	1960.00	
3	8" lateral connection	1	EA	3385.00	
b.	Lateral lining 0 to 40'	10	EA	1800.00	
c.	Additional lateral lining >40'	1	LF	79.30	
d.	Lateral cutout & polish	200	EA	162.00	
e.	Lateral grout	50	EA	344.00	
4. Cleanout Installation					
a.	4" cleanout	1	EA	2380.00	
b.	6" cleanout	1	EA	2595.00	
c.	8" cleanout	1	EA	2645.00	
C. Maintenance of Traffic					
a.	Traffic Control – MOT Index 601 or 602 (per day)	1	DAY	320.00	
b.	Traffic Control – MOT Index 603 or higher (per day)	1	DAY	1060.00	
c.	Traffic Control – MOT Index 601 or 602 (per week)	1	WK	1590.00	
d.	Traffic Control – MOT Index 603 or higher (per week)	1	WK	5300.00	
e.	Variable Message Board (per week)	1	WK	370.00	
D. Mobilization					
a.	Regular Mobilization (~ 4-6 weeks)	1	EA	3700.00	
b.	Emergency Mobilization (< 1 week)	1	EA	6350.00	
Sub-total					\$
E. Bond					
a.	Contract Performance and Payment Bond Cost Not to Exceed 2%			1.5%	

RFP No: 18-22; Utility Rehabilitation/Construction Services
MASTER CONTRACT # 18-MCC-INS-08953
EXHIBIT "C"

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity.

If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the

Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

3. Compliance with Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

7. Procurement of Recovered Materials.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.

8. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

9. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

11. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

SECTION 02766

CURED-IN-PLACE PIPE LINER

PART I – GENERAL

A. DESCRIPTION

The Owner is requesting proposals for professional Cured-In-Place Pipe (CIPP) rehabilitation services for sanitary sewer gravity mains (8" – 18" diameter), service laterals, and sectional lining on a continuing annual contract basis. The term of the agreement will be for a period of three (3) years with two one (1) year renewals to extend the agreement to five (5) years upon mutual agreement of both parties. The contract shall not exceed five (5) years.

B. SCOPE OF WORK:

The contractor shall provide all labor, supervision, materials, equipment and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains with resin impregnated cured-in-place pipe (CIPP) in accordance with all applicable Owner and industry standards. Work assigned under this contract may include, but is not limited to, the following types of projects:

- Sanitary sewer cleaning
- Sanitary sewer pre- and post- work inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In-Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Site restoration

C. EQUIPMENT/VEHICLES:

All contractor/subcontractor equipment shall be sufficient in size and number for work to be done in a timely manner under this contract. All contractor/subcontractor equipment shall be maintained in good operating condition. The Owner reserves the right to reject any equipment it deems unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the contractor/subcontractor to replace rejected equipment in a timely manner and at no cost to the Owner.

D. CONTRACTOR REQUIREMENTS:

- a) The contractor shall employ adequate staff to perform the services required. Staff should include: Project Representative, Project Manager, Field Supervisor and Senior Foreman. Staff shall be proficient and experienced in all phases of services mentioned.
- b) The contractor shall ensure that employee's vehicles display company logo on the side doors and company phone numbers. No personal vehicles are to be parked at the job site.
- c) The contractor shall perform all work and shall be a licensed contractor for these services.
- d) The contract shall be certified in confined space entry and traffic control per OSHA requirements.

- e) **Cleaning of Sewer Lines:** The contractor shall remove and properly dispose of all internal debris from the inside of sewer lines that will interfere with the installation of CIPP.
- f) **Bypassing Sewage:** The contractor shall provide for the flow of sewage around the sections of pipe designated for reconstruction. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The pump(s) and bypass lines shall be of adequate capacity and size to handle the average daily flow. Backup bypass pump(s) of adequate size and capabilities shall be on site at all times of by-pass pumping.
- g) **TV & Inspection of Pipelines:** Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipelines and it shall be noted that these conditions can be corrected. A video and suitable log shall be kept for later reference by the Owner. All video inspection shall be witnessed by an Owner representative as it is being performed.
- h) **Manhole/Liner Interface:** It shall be the responsibility of the contractor to make a watertight seal at the interface where the liner/host pipe meets the manhole.
- i) **Service Reconnection:** Service reconnection refers to the reinstatement of the customer service connection of the sewer main after the installation of CIPP System. This is accomplished from within the sewer main via a remote controlled cutting device. The service reconnection will not be considered by the Owner to be complete until it is polished.
- j) **Service with Pressure Grouting:** Service wye to be pressure grouted after mainline has been rehabilitated and service line re-instated. A non-shrinking chemical grout is to be used (Avanti 118/101 or Cues Quickseal 105 are acceptable). The contractor shall provide trenchless reconstruction of service lateral and main line sewers. The contractor shall have the capability of performing services which include televised inspection, data collection, system flow analysis and pipeline reconstruction.
- k) The contractor shall provide services that include safety measures for both the public and workers shall coordinate all scheduling with the Owner.
- l) The contractor shall be completely responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken by the selected contractor to protect the workers, public and Owner staff from the exposure to harmful or hazardous substances within the sewer system.
- m) The contractor shall be responsible for all traffic control during operation and bypass pumping. Because the Owner's sewer are located in rights of way owned and maintained by various agencies, the maintenance of traffic shall be as required by these various agencies, including but not limited to, the Florida Department of Transportation, St Johns County Public Works, City of St Augustine Beach, etc. The Contractor shall be responsible for ensuring the MOT plan meets with these agencies approval.
- n) The contractor shall be responsible for the disposal of all waste materials and shall transport waste materials to SJCUD's Northwest WRF located at 3450 International Golf Parkway, St Augustine, FL 32092 for processing. Owner shall approve all waste materials disposal schedules. The selected contractor shall be responsible for all waste material spills and clean-up in the loading, hauling and unloading of the contractor's equipment.
- o) The contractor shall be responsible for all costs associated with cure water disposal.

- p) The contractor shall be responsible for properly installing an approved backflow prevention device inline to the freshwater fill line of all jetting and/or vacuum equipment.
- q) The contractor shall be responsible for conforming to any and all requirements regarding hauling and disposal of wastes from each work site in accordance with OSHA regulations and those that may be mandated by federal, state or local governments.
- r) The contractor shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17- 730, Part 3, Florida Administrative Code, and may be amended from time to time.
- s) The contractor shall prepare a report of each TV inspection and analysis, as required by the Owner, to be submitted to the Owner. The Owner and Contractor shall then make the scope of work determination.
- t) The contractor shall inform the Owner of its planned work schedules and shall afford the Owner reasonable opportunity to observe and inspect the contractors work in process. The Owner will be advised of all schedule changes and notified when a work site is left for a 24-hour period when work is not complete.
- u) The contractor shall be responsible for obtaining potable water from the Owner for use on the project. A hydrant meter must be obtained from the Owner prior to the start of work. The Owner will not charge for the meter use of the water. If the meter is not promptly returned upon completion of a project, the Owner will retain money from the project to cover the cost of meter replacement.

E. CONTRACTOR/SUBCONTRACTOR EMPLOYEE CONDUCT AND APPEARANCE:

a) Conduct:

- 1. Contractor and subcontractors shall follow all applicable industry standards, federal, state, and local laws/ordinances as related to described work.
- 2. All on-site employees shall have current confined space entry certification.
- 3. Any contractor or subcontractor employee reporting to a work site that appears intoxicated or under the influence of drugs will not be allowed to stay at the work site. Vendor shall be responsible for immediate replacement of the employee in a timely manner and at no cost to the Owner.
- 4. It shall be the sole responsibility of the contractor/subcontractor to provide trained supervision at the work site to ensure work is performed in a safe manner.
- 5. Any damage resulting from the negligence of contractor or subcontractor employee(s) to Owner property or equipment shall be corrected by the contractor in a timely manner, to the Owner's satisfaction and at the contractor's sole expense.

b) Appearance:

- 1. Contractor and subcontractor employees assigned to work under this contract will have an appearance that is neat and clean.
- 2. Contractor and subcontractor employees shall, at minimum, wear a work shirt identifying their company name.

F. LICENSES/PERMITS:

It shall be the responsibility of the Contractor to obtain all necessary municipal and other governmental licenses/permits and approvals or consent from utilities or carriers such as the telephone company, power company, and/or other persons/organizations upon whose property or authority performance of work under the contract might impinge.

PART II – PRODUCTS

A. MATERIALS

All materials specified by name, brand or manufacturer shall be delivered to the job site in original containers. Contractor shall obtain printed instruction and special bulletins for the manufacturer-recommended safety precautions. Contractor/subcontractor personnel will have copies of the manufacturer-recommended safety precautions available at the work site to ensure all work is performed in a safe manner.

B. PRODUCT PERFORMANCE

Standard lining products are intended to have a 50-year design life and in order to minimize Owner's risk, only proven products with substantial successful long-term track records will be approved. Proposed products must meet or exceed ALL of the following criteria to be deemed commercially acceptable.

For a *product* to be considered commercially proven, a minimum of 1,000,000 linear feet of successful sanitary sewer system installations in the United States must be documented to the satisfaction of the Owner to assure commercial viability. In addition, at least 100,000 linear feet of 8" through 18" of the product shall have been in successful service within the State of Florida for a minimum of five (5) years.

C. INSTALLER PERFORMANCE

For an *installer* to be considered commercially proven, the installer must satisfy all insurance, financial and bonding requirements of the Owner, and must have had at least three (3) years active experience under the firm's current corporate name in the commercial installation of the proposed product. In addition, the installer must have successfully installed at least 100,000 linear feet of the proposed product in sanitary sewer systems.

PART III – EXECUTION

A. SANITARY SEWER CLEANING

- a. Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from sanitary sewer mains and manholes as indicated on the drawings and as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.
- b. Quality Assurance: Cleaning operations shall be conducted by experienced personnel who have previously been engaged in cleaning operations of similar size and complexity to the work described herein. A contractor conducting cleaning operations on existing sewer lines shall have four (4) years of experience in cleaning existing sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet within the past two (2) years.
- c. Submittals:
 1. The contractor shall submit a Cleaning Log Sheet for the purposes of recording pertinent information relative to the sanitary sewer structures being cleaned.
 2. Material Safety Data Sheets (MSDS) submittals shall be made for all chemical cleaning agent proposed for use under this contract.
- d. Products: The equipment selected for cleaning shall be capable of removing all

accumulated dirt, sand, grease, rocks and other deleterious materials and obstruction from the sewer lines. All equipment used for cleaning operations shall be designed and intended to do the type of work which is specified. When at all possible, the equipment shall be a self-contained unit to handle all operations. The equipment used shall be the product of a manufacturer actively engaged in the research, development and manufacturing of said equipment. Any violations of these specifications may be grounds of removal of the equipment and replacement with equipment meeting these specifications, at no additional cost to the Owner.

1. High Velocity Cleaning Equipment: All high velocity hydraulic sewer cleaning equipment shall be truck mounted. The equipment shall have a minimum of 500 feet of $\frac{3}{4}$ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 50 GPM at a minimum working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15° to 45° in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own 1200 gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the Owner, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.
2. Hydraulically Propelled Cleaning Equipment: Hydraulically propelled cleaning equipment used shall be a movable dam type and be constructed in such a way that a portion of the dam may be collapsed instantly will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure total removal of the grease or obstruction.
3. Mechanical Cleaning Equipment: Bucket machines shall be in pairs with each machine powered by a minimum of a 16 horsepower engine to insure sufficient pulling power. Each machine shall be equipped with a two speed transmission and shall be able to pull at rates of 175 feet per minute in high speed. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be of a "continuous rod" type capable of holding a minimum of 750 feet of rod. The machine and rod shall be specially treated steel, designed for the purpose intended. The machine shall have a positive rod drive and produce a 2,000 pound rod pull. To insure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to assure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism properly sized. All electrical drops required by the contractor shall be arranged by the contractor.
4. Capture and Removal of Debris: The contractor shall furnish equipment standard in the industry for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole.
5. Water Requirements: The Owner shall provide access to water via fire hydrants for cleaning, inversion and other work items requiring water. It shall be the Contractor's responsibility to obtain the proper meter from the owner. All water used for any function of the work shall be metered. The Owner will not charge for the use of potable water but will retain money from the project to repair damaged meters or replace the meter if it is not promptly returned upon completion of the work. Only potable water shall be used for this work.

e. Execution:

1. General: It is the intent of these specifications to provide a basis by which a sanitary sewer line can be cleaned of all debris so that further work can be carried out. The designated sanitary sewer lines shall be cleaned using high velocity, hydraulically propelled or mechanically powered sewer cleaning equipment as specified. Selection of the equipment used shall be based on the conditions of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Owner. Cleaning of sewer lines shall be accomplished by trapping and collecting all sand, debris, grease and other materials, at the next manhole downstream of the line being cleaned and removal and proper disposal of said materials. The cleaning operations may also provide a means by which the sewer line can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. Once a section of pipe has been televised and accepted as complete, no cleaning may occur to sections upstream.
2. Site Visit: The contractor shall be responsible for conducting a physical reconnaissance of the area to be cleaned in order to verify the location of known and /or accepted manholes.

The contractor shall utilize magnetic locator to attempt to identify the location of buried manhole cover and notify the Owner representative so that Owner personnel can excavate it and bring it up to grade prior to cleaning. Under no circumstances shall the contractor excavate buried manholes without prior contractual authorization from the Owner.

f. Hydraulic Cleaning Methodology:

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the sewer line by means of water pumped into the line at a high velocity. This shall be accomplished using approved equipment to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. As many passes as necessary shall be made to sufficiently clean the sewer line. Satisfactory precautions shall be taken to protect the sewer line from damage that might be inflicted by the improper use of cleaning equipment.
2. Hydraulically Propelled Methodology: Whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to insure that the water does not cause damage or flooding to the public or private property being served by the manhole section involved.
3. Capture and Removal of Debris: When hydraulic cleaning equipment is used, a suitable weir or dam shall be construed in the downstream manhole in such a manner that both the solids and water shall be trapped. This trapped solution shall then be pumped, using a method approved by the Owner, from the manhole into a retention chamber above ground. The retention chamber shall contain not less than two baffles to insure complete settlement of the solids before returning the liquid to the sewer line.

g. Mechanical Cleaning Methodology:

1. Rodding: Cleaning shall be with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch.
2. Bucket Machine: Removal of all solids, materials and other debris shall be by means of a clam-shell type bucket and/or other appliances dragged through the sewer line with power winches of suitable size and horsepower.
3. Supplemental Cleaning: After all material has been removed by mechanical cleaning, a minimum of one pass using hydraulic cleaning methods shall be performed to insure complete removal of material from the walls of the pipe. Any damage to pipes will be repaired.

4. Capture and Removal of Debris: When mechanical cleaning equipment is used, debris captured in the downstream manhole shall be removed in a manner approved by the Owner, or as described above.
- h. Special Cleaning Requirements for Cast Iron Pipe: After cleaning pipe of normal sewage deposits such as sand and grease by methods above, the pipe shall be cleansed of tuberculation, including rust buildup and mineral deposits. For pipe diameters greater than 24-inch, the contractor may choose any equipment necessary to remove the tuberculation, such as a "pig" or rodder; however, no equipment shall be used which may damage the pipe, manholes, street or downstream pump station. For pipe diameters less than or equal to 24-inch, tuberculation shall be removed using a high pressure water blaster capable of delivering a minimum of 40 gallons per minute at a pressure of 10,000 psi. Where practical, the line shall be proofed by pulling a slip lining pulling head for the size of the pipe involved through the pipe to insure that no restrictions remain. The Contractor may choose a similar proofing device acceptable to SJCUD.
- i. Sanitary Sewer Manhole Modifications: Any modifications to manholes to facilitate cleaning shall be the contractor's responsibility and shall be subject to approval by the Owner. Contractor shall salvage and reuse all manhole covers and rinds that are removed during sewer line and manhole rehabilitation.
- j. Material Removal and Cleanup:
 1. Material Removal: All sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the contractor be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit approved by the Owner, except in totally enclosed container, and only with the written approval of the Owner. All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of at a location approved by the Owner.
 2. Root Removal: All roots shall be removed. Special attention shall be given during the cleaning operation to assure complete removal of roots from joints in lines and manholes. Chemical root treatment may be used at the option of the contractor.

When chemicals are used to aid in the removal of roots, the chemical shall be EPA registered and labeled for use in sewer lines and manholes and acceptable to all applicable codes. All material and mixing/application procedures for chemical root treatment shall be consistent with the latest standards, requirements and recommendations of the manufacturer of the chemical root treatment material used.
 3. Degree of Cleaning: All dirt, debris, roots and other solid and liquid materials shall be removed from the sewer system to the extent that closed circuit television inspection can be performed. Light cleaning only, shall be conducted on all new sanitary sewer pipe. An Owner representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning shall be defined as follows:
 - 3.1 Light Cleaning: The removal of 1/4 diameter or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation shall be covered under separate unit pricing shown in the RFP documents.
 4. Manhole Clean-up: Clean-up operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole. This material shall be collected at the downstream manhole and disposed of in a sanitary manner in a location approved by the Owner.
 5. Debris Disposal: All debris removed from the sewer shall be disposed of properly by and at the expense of the contractor. Transportation of debris or other material by the contractor shall be done in vehicles or equipment which contain the debris

or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. Should mishaps occur for any reason, the contractor shall be responsible for cleaning up any debris or other material to the satisfaction of the Owner or other authorities having jurisdiction. All vehicles transporting debris or other material shall not exceed the maximum allowable load limits of any road being used.

- k. Restoration: The contractor shall be responsible for damage to public and private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the contractor.
- l. Additional Cleaning: Should subsequent video inspection of cleaned sewers reveal that additional cleaning is required, the contractor shall re-clean the line at no additional expense to the Owner. Any additional video inspection or re-set up of video equipment required due to re-cleaning shall be at no additional expense to the Owner.

B. PRE- AND POST-WORK INSPECTIONS:

Prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work the sanitary sewers shall be videoed under the direct supervision of an Owner representative. An Owner representative must be on-site during the entire inspection procedure period. If video inspection is performed without an Owner representative present, the video will not be accepted by the Owner and must be re-done in the presence of an Owner representative. One (1) copy of the DVD video and associated video logs shall be submitted to the Owner prior to scheduling the pre-final. If defects or problems are observed on the video, contractor shall meet with Owner staff to determine the acceptable method of repair. All work involved with repair shall be at no cost to the Owner.

Television inspection is mandatory and required to be provided by the contractor on all sewer mains that CIPP work has been done through this contract. Only pan and tilt type cameras will be allowed. Two (2) copies each of the written report and DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality shall be provided to the Owner at the time of the inspection. This shall be a color video with good clarity. No black and white or poor quality videos will be accepted. Television inspection shall be scheduled a minimum of seventy-two

(72) hours in advance and a Owner representative is required to be on-site during entire length of each television inspection otherwise, the television inspection will be deemed invalid. Prior to televised work, all lines shall be cleaned in accordance with Technical Specifications.

C. MAINTENANCE OF TRAFFIC (MOT):

- a) It shall be the responsibility of the contractor to furnish all traffic control as per Florida Department of Transportation (FDOT) specifications as outlines in the "Work Zone Traffic Control for Maintenance and Utility Operation" (latest edition) for all aspects of assigned work.
- b) The contractor shall perform all construction activity so that access to businesses can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight

(48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the Owner.

- c) The contractor shall maintain at least one lane of vehicular traffic at all times. The contractor shall also provide safety barricades and flag persons as required to properly maintain traffic flow. All traffic maintenance requirements contained in the FDOT "*Manual on Traffic Control and Safety Practices*" (latest edition) shall be conformed with, and shall be considered to be part of these specifications. The contractor shall prepare and submit a traffic maintenance plan for approval by the Owner prior to the start of work.

D. LOCATES: Contractor responsible for all utility locates.

E. ISOLATION AND BYPASS OPERATIONS:

- a) Contractor shall be solely responsible for all isolation and bypass operations. The contractor's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system users while maintenance of construction operations (including rehabilitation, repair or replacement) are facilitated on the segments being bypassed and/or from which flow is being diverted by:
 1. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained.
 2. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.
 3. Ensure an emergency backup plan is smoothly implemented in the event of system failure.
 4. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, storm sewers and water ways while flow bypass or diversion pumping takes place, and
 5. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.
- b) Flow bypass and diversion pumping shall be done in such a manner so as not to damage private or public property, or create a nuisance of public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. After the work is complete, flow shall be returned to the sewer and all temporary equipment removed.
- c) When pumps are operating, an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy shall continuously be on site to monitor the operation of the entire bypass/diversion system. The operator/mechanic and/or deputy shall comprehensively, methodically and continuously:
 1. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels.
 2. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.
 3. Check the integrity of hoses and couplings along the entire bypass/diversion system.
 4. Monitor lubrication levels and top off as necessary.
 5. Facilitate minor repairs as required.
 6. Report to Owner on problems arising.
- d) The contractor shall be solely responsible for planning and executing sewer flow control, bypass and diversion pumping operations. The contractor shall be entirely liable for damages to private or public property that may result from his/her operation and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.
- e) In the event of accidental overflow or spillage, the contractor shall immediately stop the overflow and take action to clean up and disinfect the spillage. The Owner

shall be notified immediately and in any event not less than twenty-four (24) hours following the occurrence.

Should fines be subsequently imposed as a direct result of the overflow or spillage and the contractor is deemed to be entirely responsible, the contractor shall pass such fines as are imposed by the authorities. The Owner shall pay no fine(s) where it is shown the contractor was entirely responsible for any overflow or spillage.

- f) Once by-pass pumping is underway at any given site, work shall be completed as efficiently as possible without interruption.

F. WORK INTEGRATION:

- a) Hours of Operation: All work will be conducted during normal Owner work hours (8:00 a.m. to 5:00 p.m.), Monday through Friday with the exception of Owner-observed holidays, unless circumstances prevent such scheduling. Work on Friday after 11:00 a.m. shall be limited to site clean-up and restoration. Such circumstances may include, but not limited to, structures with high peak flows, negative impact of business or excessive traffic flow if structure is located in vehicular thoroughfare. In such circumstances, "off hours" work will be required. This work may include late night and/or early morning hours and weekends. Such scheduling shall be agreed upon by both the contractor and the Owner prior to the start of work. Contractor overtime and other contractor-related costs shall be absorbed by the Contractor.
- b) Work Coordination: All work shall be coordinated between a single point of contact for the contractor and the Owner designated project manager. Discussion of structure conditions will be made before work starts and final payment based on conditions agreed to at time of work.

It shall be the responsibility of the Contractor to notify the Owner a minimum of seventy-two (72) hours prior to the commencement of work in order for Owner personnel to be available to monitor and coordinate activities.

G. WORK PRODUCT SUBMITTALS:

- c) Bypass Pumping: Submittals for the by-pass pumping plan are to be submitted and approved no less than one week prior to execution of the work. The contractor is not to mobilize prior to approval of the pumping plan.
- d) Videotaping: Contractor is to submit one copy of video inspection prior to the start of work and after CIPP lining is completed for each project.

H. SITE RESTORATION:

The contractor shall restore the work site(s) on a daily basis where practical. All obstructions shall be cleared from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. A public nuisance will not be created during restoration activities. All restoration activities are to be completed within a minimum of fourteen (14) calendar days of work being finished in a work area.

END OF SECTION



**ST. JOHNS COUNTY, FL
BOARD OF COUNTY COMMISSIONERS**

RFP NO: 18-22 – REQUEST FOR PROPOSALS

UTILITY REHABILITATION/CONSTRUCTION SERVICES

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150**

Final: 10/13/17

REQUEST FOR PROPOSALS (RFP) NO: 18-22
UTILITY REHABILITATION/CONSTRUCTION SERVICES

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ST. JOHNS COUNTY, FL
RFP NO: 18-22 – UTILITY REHABILITATION/CONSTRUCTION SERVICES

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 18-22, Utility Rehabilitation/Construction Services**. Interested and qualified respondents may submit RFP Packages, in accordance with the requirements provided herein, to the St. Johns County Purchasing Department. All RFP Packages are due by or before 4:00PM (EST) on **Thursday, November 16, 2017**. Any packages delivered to or received after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County is currently seeking proposals from interested firms to provide Utility Rehabilitation/Construction Services on an as needed basis throughout St. Johns County. Project services shall include but may not be limited to furnishing all labor and materials necessary for the installation and/or rehabilitation of water, reuse, and sewer transmission, distribution and collection systems; pump stations; minor water and wastewater treatment facility projects; and other related services including ancillary electrical work that is related to water, wastewater, and/or reuse projects. Contractors shall be required to provide proof of insurance, licenses and bonding capabilities as described in the RFP documents.

Documents related to this Request for Proposals (RFP) may be obtained from Onvia DemandStar, Inc., at the following web address: www.demandstar.com by requesting St. Johns County RFP Document #18-22. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. RFP Documents may also be requested, ***in writing***, from the St. Johns County Purchasing Department Point of Contact, Leigh Daniels, CPPB, via email: ldaniels@sjcfl.us or fax:(904) 209-0155.

Any and all questions or requests for information relating to this RFP shall be submitted ***in writing*** by or before **4:00PM on Wednesday, November 1, 2017** to the Designated Point of Contact shown below:

Contact Information: Leigh Daniels, CPPB, Procurement Supervisor
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: ldaniels@sjcfl.us
Phone: (904) 209-0154
Fax: (904) 209-0155

Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". Any such communication shall result in disqualification from consideration for award of a contract for these services.

RFP Packages **MUST** be submitted in a **SEALED** envelope or container and clearly marked on the exterior of the package: **RFP 18-22: Utility Rehabilitation/Construction Services**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the container. Each package shall consist of one (1) hard-copy original and one (1) USB Drive with a copy of the submitted RFP Package which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted hard-copy and electronic copy, the hard-copy will supersede.

Deliver or Ship RFP Packages to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for

periods up to twelve (12) months.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or request for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the proposer that best serves the interests of St. Johns County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FL
HUNTER S. CONRAD, CLERK

BY: _____
DEPUTY CLERK

RFP NO: 18-22– UTILITY REHABILITATION/CONSTRUCTION SERVICES

PART II: INTRODUCTION

A. Purpose:

St. Johns County Purchasing Department is accepting sealed Request for Proposals (RFP) packages from interested and experienced firms to perform as needed services for utility rehabilitation/construction for the County Utility Department. The intent of the County is to award contracts to the firms with a minimum combined average score of 80 points, upon approval by the St. Johns County Board of County Commissioners, and successful negotiations.

B. Tentative Schedule of Events:

The County proposes the following tentative schedule of events for this Request for Proposals, and subsequent award of contracts. This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

Advertisement of Request for Proposals	October 18, 2017
Deadline for Questions / Requests for Information/Clarifications	November 1, 2017
Issuance of Final Addendum	November 8, 2017
Due Date for Submittal of RFP Packages	November 16, 2017
Evaluation Meeting for submitted RFP Packages	November 30, 2017
Presentation of Firms Recommended for Award to BOCC	January 16, 2018
Issuance of Contract Agreements to Awarded Firms	January 21, 2018
Distribution of Fully Executed Contract Agreements	February 25, 2018

C. Designated Point of Contact for Questions:

Any and all questions or requests for information relating to this RFP shall be submitted **in writing** by or before 4:00PM on **Wednesday, November 1, 2017** to the Designated Point of Contact shown below

Contact Information: Leigh Daniels, CPPB, Procurement Supervisor
SJC Purchasing Department
Email: ldaniels@sjcfl.us
Phone: (904) 209-0154
Fax: (904) 209-0155

Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". Any such communication shall result in disqualification from consideration for award of a contract for these services.

D. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

E. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to, and received by the SJC Purchasing Department by or before four o'clock (4:00PM) on **Thursday, November 16, 2017**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

RFP Packages shall be delivered to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

F. RFP Package Submittal Instructions:

1. Submit one (1) hard-copy original and one (1) USB Drive containing an exact electronic copy of the original RFP proposal, which shall include all required documentation and any supplemental information. In the event of a discrepancy between the submitted hard-copy and electronic copy, the hard-copy will supersede.
2. RFP Packages must be submitted in a **SEALED** container and clearly marked on the exterior of the package: **“RFP No: 18-22, Utility Rehabilitation/Construction Services”** with the Respondent’s company name and mailing address.
3. For convenience, Respondents may affix the label provided herein to the exterior of the submitted package.

G. Determination of Responsiveness

The County shall make a determination for each respondent, as to the responsiveness of the submitted RFP Package to the requirements provided herein. Any respondent who is not responsive to the requirements of the Request for Proposals may be determined non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted RFP Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

H. Intent to Award:

It is the intent of the County to recommend to the St. Johns County Board of County Commissioners to enter into negotiations with all firm(s) scoring at least eight (80) points in the Evaluation based on the average score given by the evaluators, with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

I. Conflict of Interest:

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

PART III: GENERAL REQUIREMENTS

A. Scope of Services:

St. Johns County is currently seeking proposals from interested firms to provide Utility Rehabilitation/Construction Services on an as needed basis throughout St. Johns County. Project services shall include but may not be limited to furnishing all labor and materials necessary for the installation and/or rehabilitation of water, reuse, and sewer transmission, distribution and collection systems; pump stations; minor water and wastewater treatment facility projects; and other related services including ancillary electrical work that is related to water, wastewater, and/or reuse projects. Contractors shall be required to provide proof of insurance, licenses and bonding capabilities as described in the RFP documents.

Contractor’s Duties: Except as specifically noted, the Contractor shall provide and pay for the following:

- All labor, materials and equipment.
- Tools, construction equipment and machinery.
- Other services and facilities necessary for the proper execution of the work including incidental items not detailed or called for, but which are required for the proper completion of the project.
- All legally required sales, consumer and use taxes.
- All applicable permits, government fees and licenses.
- Contractor shall be responsible for calling in his own locates and if any damage occurs to other utilities they will be repaired at Contractor’s expense.
- Contractor shall be responsible for furnishing and erecting erosion control and maintenance of traffic devices for each project.
- All required density, locate wire and pressure testing prior to placing in service.

- Contractor will need to get a hydrant meter for every project prior to using any water and must be returned at the end of the project (Contractor not responsible for usage on SJCUD projects).
- Restoration including but not limited to damage to existing utilities, sink holes, pavement damage, sidewalk damage, sod damage, tree damage, fence damage. The Contractor will be required to restore the area to its pre-existing condition upon completion. All restoration shall meet St Johns County Public Works and/or FDOT Design Standards and Specifications, whichever is more stringent.
- All installations shall be conducted in compliance with materials manufacturer's requirements.
- Survey services for construction layout and record drawings.
- Preparation of record drawings compliant with SJCUD As-Built Standards.

Contractor shall also be required to perform the following:

- Comply with all codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of work. All work shall be in compliance with all safety rules, regulations, and laws.
- Promptly submit written notice to the Engineer of observed variances of Contract Documents from legal requirements; it is not the Contractor's responsibility to make certain drawings and specifications comply with codes and regulations.
- Enforce strict discipline and good order among employees. Do not employ unfit persons or those not skilled in assigned tasks.
- Comply with all provisions of the easements and right-of-way permits. All work shall be restricted to SJCUD property/easements and/or properly permitted public right-of-way. Any other arrangements to use private property to store equipment, new materials or supplies shall be the Contractor's responsibility to secure unless otherwise provided for by Owner.

Work Sequence:

- Coordinate with Owner.
- Contractor's construction schedule will be subject to approval by the Engineer and be updated on a monthly basis.
- Notify Engineer and Owner 96 hours (minimum) in advance of removing any facility from service, permanently or temporarily. Removal from service of any facility shall be preapproved by Owner.

Contractor use of Premises:

- Do not unreasonably encumber sites with materials or equipment.
- Assume full responsibility for protection and safekeeping of products stored on premises.
- Move any stored products interfering with operation of Owner.

Standards and Specifications:

- All work performed shall meet or exceed SJCUD's Manual of Water, Wastewater, and Reuse Design Standards & Specifications, Latest Edition, unless stated otherwise.
- Other Standards and Specifications that may apply are as follows:
 - American Society of Testing & Materials (ASTM) International Standards, Latest Edition
 - American Society of Mechanical Engineers (ASME) Codes & Standards, Latest Edition
 - American Water Works Association (AWWA) Standards, Latest Edition
 - American National Standards Institute (ANSI) Standards, Latest Edition
 - Florida Department of Transportation (FDOT) Design Standards, Latest Edition
 - FDOT Standard Specifications for Road & Bridge Construction, Latest Edition
 - FDOT Utility Accommodation Manual (UAM), Latest Edition
 - National Electrical Code (NEC) NFPA 70

- National Electrical Manufacturers Association (NEMA)
- NSF International
- St. Johns County Public Works Standards & Details Manual

The contractor shall provide all labor, supervision, materials, equipment and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains with resin impregnated cured-in-place pipe (CIPP) in accordance with all applicable Owner and industry standards. Work assigned under this contract may include, but is not limited to, the following types of projects:

- Sanitary sewer cleaning
- Sanitary sewer pre- and post- work inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In-Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Site restoration

B. Contract Agreement & Term:

The initial contract term shall be effective for a period of three (3) years, and may be renewed for one (1) two-year renewal period providing satisfactory performance has been maintained by the Contractor, and availability funds. The County reserves the right to extend the contract beyond the five-year renewal if it serves the best interest of the County.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any Qualifications does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP Projects under the award of this contract will be issued through Task Orders on an as needed basis.

The County shall determine who shall be awarded work under this Contract based on lowest price, and availability to perform the required services so as to best serve the needs of St. Johns County. Should the Contractor who submits the lowest pricing proposal for a project not be available to perform the work as needed by the County's schedule, the County reserves the right to award the project to an alternate Contractor who is available to perform the work according to the County's schedule, even if the alternate Contractor did not submit the lowest price for the project, so long as the additional funds are available. The County also reserves the right to cancel any project, at any time, if it does not serve the County's best interest to proceed with the project.

C. Award of Work

The County shall request pricing proposals for work under this Contract as follows:

- For projects totaling \$0.01 - \$200,000.00 – The County shall request a minimum of one (1) pricing proposal but the County reserves the right to ask for multiple quotes if pricing is above budget of project.

1. Pricing Proposals

Any pricing proposals submitted by Contractor(s) for work under this contract must be on company letterhead, signed by an authorized representative of the Contractor, and shall contain the following information:

- Description of the scope of work to be performed;
- Total Project Cost Proposal – with a breakdown of unit costs/rates provided in the Pricing Sheets including all Materials, Sub-Contractor and Rentals invoiced for the project;
- Schedule for Completion;
- List of sub-contractors proposed to work on the project, and the portions of work they'll perform.

2. Task Orders

Projects awarded under this Contract shall be authorized by a Task Order, which shall be executed by the Contractor and St. Johns County. Task Orders shall be issued by the SJC Purchasing Department, as approved by the Administrator, or his authorized designee. The Task Order shall not be considered effective until executed by the County Administrator, or authorized designee, as required per the SJC Purchasing Code. No Task Order will be issued for over \$200,000.00 unless approved the Board of County Commissioners.

Each Task Order shall include, at a minimum, the following information:

- Master Contract Name & Number
- Contractor Name & Address
- Task Order Number
- Project Name
- Detailed Description of Scope of Work
- Total Project Cost Proposal with Supporting Pricing Sheets and Invoices (see above)
- Schedule for Completion
- Any and all specific terms and conditions associated with the project

a. Change Orders

Any and all changes to any project being performed under a Task Order, which effect the scope, cost, or time of the project shall be authorized through a Contract Change Order. Changes requested by the Contractor shall be stated in a written proposal to the County for approval. The County reserves the right to reject any changes requested by the Contractor. Changes must be approved by the Project Manager, and the Purchasing Manager, or an authorized designee prior to the Change Order being issued and/or executed. No additional or alternate work shall be performed by the Contractor until receipt of a fully executed Change Order.

D. Public Construction Bonds

Contractor(s) shall be required to obtain and submit recorded Public Construction Bonds on any Contract Task Order issued for a project greater than one hundred thousand dollars (\$100,000.00) in value, unless waived by the Board of County Commissioners, per Florida Statute 255.05. The Contractor shall furnish the required bond, after full execution of the authorizing Task Order, in the form provided by St. Johns County, covering the faithful performance of the Contract and the payment of all obligations arising there under in full amount of the Contract Task Order, with such acceptable sureties, secured through the Contractor's usual sources as may be agreeable to the parties. The Bond shall be released upon satisfactory completion of the project.

1. Surety Bond

Acceptable Surety Companies: To be responsible to the Owner as Surety on Bonds, Surety shall comply with the following provisions:

- a) Surety must be licensed to do business in the State of Florida;
- b) Surety must have been in business and have a record of successful continuous operations for at least three (3) years;
- c) Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
- d) Surety must have fulfilled all of its obligations on all other bonds given to the Owner;
- e) Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment.

2. Time of Delivery and Form of Bonds

The Public Construction Bond form will be forwarded to the Contractor with his copy of the fully executed Contract Task Order. The Public Construction Bond must be recorded after the Task Order is signed by all parties. The Contractor shall have three (3) days from receipt of fully executed Task Order to have the Public Construction Bond recorded in the County Clerk's Recording Office, St. Johns County, Florida. After the book and page number have been assigned to the bond by the recording person, the Contractor shall obtain a certified copy of the recorded bond from the recording person, and deliver the certified copy to the SJC Purchasing Department or Construction Services Department, depending on where the task order was issued. No work shall commence until the required bond has been delivered to the County.

The Contractor shall require the Attorney-In-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

E. Contract Performance:

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, labor, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Contractor no longer possesses the financial support, equipment and organization which would have been necessary in the RFP response in order to comply with the requirements for satisfactory performance.

F. Termination:

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Contractor.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor.

G. Governing Laws & Regulations:

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under the awarded Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and to performance.

H. Licenses, Permits & Fees:

The Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Contractor.

I. Insurance Requirements:

The Contractor shall not commence work under the awarded Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the awarded Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of the awarded Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the awarded contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain during the life of the awarded Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

J. Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

K. Equal Opportunity Employment

In accordance with Federal, State and Local law, Respondents shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, or handicap. Each Respondent shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

L. Force Majeure

Neither the County nor Contractor shall be deemed in default with respect to the performance of, or compliance with the terms, covenants, agreements, conditions, or provisos of the Agreement, if the failure to perform or comply shall be due to any strike, lockout, civil commotion, invasion, rebellion, hostilities, sabotage, acts of God or causes otherwise beyond the control of the County or Contractor.

M. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

N. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its

affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

O. Contract Work Hours and Safety Standards

(1) Where applicable (*see* 40 U.S.C. § 3701), all contracts awarded by the NFE in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. *See* 2 C.F.R. Part 200, Appendix II, ¶ E.

(2) Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(3) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of property or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(4) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

P. Compliance with the Clean Air Act and Clean Water Act

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

Q. Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

PART IV: RFP SUBMITTAL REQUIREMENTS & EVALUATION

A. Respondents Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for ninety (90) consecutive calendar days following the submittal due date.

B. Trade Secrets:

All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as “trade secret.” If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as “Trade Secret” with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

C. Public Records:

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

D. Use of County Logo:

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, Respondents may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

E. RFP Package Submittal Format:

All RFP Packages shall be evaluated partially based on the Respondent’s ability to follow the instructions herein. To receive points from evaluation, the RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

The Quality of Submittal scoring for proposals will be based on the adherence to the required format, the organization, and the attention to detail in the submitted RFP Package.

All RFP Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFP Package Cover Page & Cover Letter
2	Company & Staff Qualifications
3	Pricing
4	Related Experience
5	Quality & Schedule Control
6	Administrative Information

F. Evaluation of Responses:

All responsive RFP Packages shall be evaluated by the selected Evaluation Committee. The intent of the County is to recommend to the St. Johns County Board of County Commissioners, to negotiate with all firms scoring at least eighty (80) points based on the average score given by the evaluators, and to award contracts upon successful negotiations.

Each Evaluation Committee Team Member will receive an electronic copy of all of the responsive RFP Packages submitted, a copy of the RFP Document with all issued Addenda, and an Evaluator’s Score Sheet. The Team shall then evaluate each RFP Package according to the criteria provided herein. Each Evaluation Team Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any other individual(s). Scores for each Respondent shall be recorded on the Evaluator’s Score Sheet. A public Evaluation Meeting will be held by the SJC Purchasing Department to record the scores from each Evaluation Committee Team Member, and to rank the responding firms based on the scores provided.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, selected firms will be notified.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to / negotiate with the firm whose proposal best serves the interest of the County.

G. Evaluation Criteria:

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

Evaluation Criteria:	Maximum Possible Points per Evaluator:
A. Company & Staff Qualifications	30
B. Proposed Unit Pricing/Rates	10
C. Related Experience	30
D. Quality and Schedule Control	20
E. Quality of Submittal	<u>10</u>
Total Points Possible for Each Evaluator:	100

H. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) hard-copy original and one (1) USB Drive with an electronic copy of the submitted RFP Package. The hard-copy original RFP Package shall be on 8 1/2" X 11" pages, numbered, with headings typewritten with no smaller than 10 size font and sections and sub-sections identified appropriately. All documentation shall be in the **exact order and format as shown below**. The goal of the required format is to simplify the proposal preparation and evaluation process, and to ensure that all proposals receive the same orderly review.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified as follows:

Section 1: RFP Package Cover Page (Complete and Submit) & Cover Letter:

Provide a one or two page cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. No electronic signature will be accepted.

The cover letter should include the following:

- The Respondent Company type (sole proprietorship, partnership, corporation, joint venture, etc.), Company name and business address – must include location address of office that will administer this Contract
- All contact information, including name, title, phone number, fax number, e-mail address, and street address of any contact person(s) in Respondent's organization who will respond to questions regarding the submitted RFP Package
- Highlights of the Respondent's qualifications and ability to perform the specified services

Section 2: Company & Staff Qualifications:

In this section, Respondents shall provide evidence that the firm is properly licensed and qualified to perform the work, and has qualified and experienced staff to perform any or all of the scope of services associated with this RFP. In addition, provide a brief summary of the firm's overall capabilities relative to the Professional Services as outlined in the scope and work.

- Provide key personnel, that may perform work under the award of this contract
- Provide a Project Organization Chart
- Include a one (1) page resume for each key personnel

- Include a list of proposed sub-Contractors with credentials and related experience (if applicable)
- Proper and valid licensing to conduct business in the State of Florida
- Current Applicable Department of Professional Regulation License(s)
- Current Applicable Certification(s)

Section 3: Pricing:

In this section, Respondents shall submit proposed unit pricing/rates on the Pricing Sheets provided herein, to be used for any work performed under task orders executed under this Contract. Respondents are required to submit proposed unit pricing/rates for the parts they checked on the Part VII - Checklist and submitted Staff Qualifications and Related Experience for in Sections 2 and 4. Respondents will only be scored on the unit pricing/rates they submit. Ten (10) points will be awarded for respondents completing and submitting Pricing Sheets in this section.

Unit Pricing/Rates:

- A. Respondents shall submit unit pricing/rate ONLY for work which they and their subcontractors are qualified to perform, as listed in the following pricing sheets:
 - i. Part A – Manhole/Wetwell Rehabilitation – Polyurethane, Modified Polymer or Epoxy Barrier;
 - ii. Part B – Manhole/Wetwell Rehabilitation – Cementious Barrier;
 - iii. Part C – Sanitary Sewer Rehabilitation – Cured-in-place-Pipe (CIPP);
 - iv. Part D – Time & Materials for Water, Wastewater, & Reuse Projects.
- B. The Total of all estimated prices for each Part provided above will be sum of the estimated quantities multiplied by the corresponding unit prices included in each Part.
- C. Estimated Quantities: The Respondent's attention is called to the fact that any estimate of quantities furnished on the forms or elsewhere, are approximate only. Estimated quantities are for proposal preparation only and should not be interpreted as restrictive minimum or maximum quantities to which contract prices apply. The Owner does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities nor shall the successful contractor plead misunderstanding or deception because of such estimate of quantities. All contract work is contingent upon funding approved by the St. Johns County Board of County Commissioners.
- D. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

Section 4: Related Experience:

In this section, Respondents shall provide evidence of any and all experience within the last five (5) years, related to the specific services included in the scope of work which the Respondent is qualified to perform.

Section 5: Quality & Schedule Control:

In this section, Respondents shall provide a written narrative of the firm's project management methods to establish, monitor and track quality control methods including coordination of sub-contractor, project managers, and contractors performing related work, and Respondent's ability to meet schedules in a timely manner.

Section 6: Administrative Information:

In this section, respondent shall submit the following:

- Proof of required Insurance Coverages – OR – Ability to Obtain Insurance Coverages
- Drug Free Work Place Form (Complete and Submit)
- Conflict of Interest Declaration (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Acknowledged Addenda (Sign and Submit)

Part A – Manhole/Wetwell Rehabilitation – Polyurethane, Modified Polymer or Epoxy Barrier

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	Clean New Sanitary Sewer Manhole/Wetwell	100	SF		
B.	Clean Existing Sanitary Sewer Manhole/Wetwell	5000	SF		
C.	Chemical Grout Injection (Small)	50	TUBE		
D.	Chemical Grout Injection (Large)	50	GAL		
E.	Repair Wall w/ High Strength Mortar (Average 2" Depth)	500	SF		
F.	Coat New Sanitary Sewer Manhole	100	SF		
G.	Coat Existing Sanitary Sewer Manhole	5000	SF		
H.	Coat Existing Wetwell	500	SF		
I.	Interior Manhole Coating/Lining Repair	100	SF		
J.	Manhole Test	10	EA		
K.	Concrete Adjustment Rings (0"-12")	10	EA		
L.	Concrete Adjustment Rings (Each Additional 6" Over Initial 12")	1	VF		
M.	Bench Replacement	10	EA		
N.	Replace Frame & Cover (24"-30")	10	EA		
O.	Replace Frame & Cover (32"-36")	10	EA		
P.	Inside Drop System 4" - 8"	1	EA		
Q.	Inside Drop System 10" - 12"	1	EA		
R.	Maintenance of Traffic				
a.	Traffic Control – MOT Index 601 or 602 (per day)	1	DAY		
b.	Traffic Control – MOT Index 603 or higher (per day)	1	DAY		
c.	Traffic Control – MOT Index 601 or 602 (per week)	1	WK		
d.	Traffic Control – MOT Index 603 or higher (per week)	1	WK		
e.	Variable Message Board (per week)	1	WK		
S.	Regular Mobilization (~ 4-6 weeks)	1	EA		
T.	Emergency Mobilization (< 1 week)	1	EA		
Sub-total					\$
U.	Construction Performance & Payment Bond Not to Exceed 2%		%		
Total					\$

Part B – Manhole/Wetwell Rehabilitation – Cementitious Barrier

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A.	Clean New Sanitary Sewer Manhole/Wetwell	100	SF		
B.	Clean Existing Sanitary Sewer Manhole/Wetwell	5000	SF		
C.	Chemical Grout Injection (Small)	50	TUBE		
D.	Chemical Grout Injection (Large)	50	GAL		
E.	Repair Wall w/ High Strength Mortar (Average 2" Depth)	500	SF		
F.	Coat New Sanitary Sewer Manhole	100	SF		
G.	Coat Existing Sanitary Sewer Manhole	5000	SF		
H.	Coat Existing Wetwell	500	SF		
I.	Interior Manhole Coating/Lining Repair	100	SF		
J.	Manhole Test	10	EA		
K.	Concrete Adjustment Rings (0"-12")	10	EA		
L.	Concrete Adjustment Rings (Each Additional 6" Over Initial 12")	1	VF		
M.	Bench Replacement	10	EA		
N.	Replace frame & cover (24"-30")	10	EA		
O.	Replace frame & cover (32"-36")	10	EA		
P.	Inside Drop System 4" - 8"	1	EA		
Q.	Inside Drop System 10" - 12"	1	EA		
R.	Maintenance of Traffic				
a.	Traffic Control – MOT Index 601 or 602 (per day)	1	DAY		
b.	Traffic Control – MOT Index 603 or higher (per day)	1	DAY		
c.	Traffic Control – MOT Index 601 or 602 (per week)	1	WK		
d.	Traffic Control – MOT Index 603 or higher (per week)	1	WK		
e.	Variable Message Board (per week)	1	WK		
S.	Regular Mobilization (~ 4-6 weeks)	1	EA		
T.	Emergency Mobilization (< 1 week)	1	EA		
Sub-total					\$
U.	Construction Performance & Payment Bond Not to Exceed 2%		%		
Total					\$

Part C – Sanitary Sewer Rehabilitation – Cured-in-place Pipe (CIPP)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
A. Sanitary Sewer Line Cleaning and Inspection					
a.	Light Cleaning (<1/4 diameter)				
1	4" Diameter	200	LF		
2	6" Diameter	500	LF		
3	8" Diameter	6,000	LF		
4	10" Diameter	500	LF		
5	12" Diameter	200	LF		
6	15" Diameter	100	LF		
7	18" Diameter	100	LF		
b.	Tuberculation Cleaning				
1	4" Diameter	100	LF		
2	6" Diameter	200	LF		
3	8" Diameter	1,000	LF		
4	10" Diameter	200	LF		
5	12" Diameter	100	LF		
6	15" Diameter	50	LF		
7	18" Diameter	50			
c.	Root Removal				
1	4" Diameter	100	LF		
2	6" Diameter	200	LF		
3	8" Diameter	1,000	LF		
4	10" Diameter	200	LF		
5	12" Diameter	50	LF		
6	15" Diameter	50	LF		
7	18" Diameter				
d.	CCTV Inspection - Sewer Lateral				
1	Lateral Inspection 0' to 40'	20	EA		
2	Additional Lateral Inspection >40'	1	LF		
e.	CCTV Pipe Inspection				
1	6" Diameter	500	LF		
2	8" Diameter	6,000	LF		
3	10" Diameter	500	LF		
4	12" Diameter	200	LF		
5	15" Diameter	100	LF		
6	18" Diameter	100	LF		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
B. Sanitary Sewer Rehabilitation					
1. CIPP lining					
a.	6" Diameter				
1	4.5mm nominal thickness (.177)	500	LF		
b.	8" Diameter				
1	6.0 mm nominal thickness (.236)	6,000	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
c.	10" Diameter				
1	6.0 mm nominal thickness (.236)	500	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
d.	12" Diameter				
1	6.0 mm nominal thickness (.236)	500	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
e.	15" Diameter				
1	6.0 mm nominal thickness (.236)	200	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
f.	18" Diameter				
1	6.0 mm nominal thickness (.236)	100	LF		
2	7.5 mm nominal thickness (.295)	1	LF		
3	9.0 mm nominal thickness (.354)	1	LF		
2. Sectional CIPP lining					
a.	6" Diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
b.	8" Diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
c.	10" Diameter				
1	3' in length	1	EA		

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
d.	12" Diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
e.	15" diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
f.	18" diameter				
1	3' in length	1	EA		
2	4' in length	1	EA		
3	6' in length	1	EA		
4	8' in length	1	EA		
3. Lateral CIPP Lining					
a.	Top hat / full wrap - up to 36 inches				
1	4" lateral connection	10	EA		
2	6" lateral connection	50	EA		
3	8" lateral connection	1	EA		
b.	Lateral lining 0 to 40'	10	EA		
c.	Additional lateral lining >40'	1	LF		
d.	Lateral cutout & polish	200	EA		
e.	Lateral grout	50	EA		
4. Cleanout Installation					
a.	4" cleanout	1	EA		
b.	6" cleanout	1	EA		
c.	8" cleanout	1	EA		
C. Maintenance of Traffic					
a.	Traffic Control – MOT Index 601 or 602 (per day)	1	DAY		
b.	Traffic Control – MOT Index 603 or higher (per day)	1	DAY		
c.	Traffic Control – MOT Index 601 or 602 (per week)	1	WK		
d.	Traffic Control – MOT Index 603 or higher (per week)	1	WK		
e.	Variable Message Board (per week)	1	WK		

D. Mobilization					
a.	Regular Mobilization (~ 4-6 weeks)	1	EA		
b.	Emergency Mobilization (< 1 week)	1	EA		
Sub-total					\$
E. Bond					
a.	Contract Performance and Payment Bond Cost Not to Exceed 2%				
Total					\$

Part D – Time & Materials for Water, Wastewater, & Reuse Projects

ITEM NO.	DESCRIPTION	HOURLY BASE RATE	HOURLY BILLING RATE*	OVERTIME BILLING RATE**	HOLIDAY BILLING RATE***
A. Labor					
a.	Project Manager				
b.	Superintendent				
c.	Foreman				
d.	Equipment Operator				
e.	Truck Driver				
f.	Pipe Layer				
g.	Skilled Laborer				
h.	Unskilled Laborer				
B. Equipment					
a.	Backhoe				
b.	Excavator				
c.	Small Loader/Skid Steer Loader				
d.	Grader				
e.	Dozer				
f.	Dump Truck				
g.	Small Equipment/Tools				
C. Materials		COST + MAX. 15% MARKUP			
D. Subcontractors		COST + MAX. 5% MARKUP			
E. Rentals		COST + MAX. 5% MARKUP			
F. Mobilization					
a.	Regular Mobilization (~ 4-6 weeks)	1	EA		
b.	Emergency Mobilization (< 1 week)	1	EA		
Sub-total					\$
G. Bond					
a.	Contract Performance and Payment Bond Cost Not to Exceed 2%				
Total					\$

RFP NO: 18-22 – UTILITY REHABILITATION/CONSTRUCTION SERVICES

PART V: EVALUATORS'S SCORE SHEET EXAMPLE

**ST. JOHNS COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS**

DATE:
PROJECT:

CRITERIA RANKING:

[illegible]

SIGNATURE OF RATER:_____ **PRINT NAME:**_____ **DATE:**_____

PART VI: ATTACHMENTS/FORMS

REQUEST FOR PROPOSALS (RFP) NO: 18-22

UTILITY REHABILITATION/CONSTRUCTION SERVICES

COVER PAGE

SUBMIT ONE (1) ORIGINAL AND ONE (1) USB WITH ELECTRONIC COPY TO:

ST. JOHNS COUNTY
PURCHASING DEPARTMENT
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084
ATTN: Leigh Daniels, CPPB, Procurement Supervisor

COMPANY NAME: _____

CONTACT NAME & TITLE: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

REQUEST FOR PROPOSALS (RFP) NO: 18-22
UTILITY REHABILITATION/CONSTRUCTION SERVICES

Company Name: _____

St. Johns County Board of County Commissioners
Drug-Free Workplace Form

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

**REQUEST FOR PROPOSALS (RFP) NO: 18-22
UTILITY REHABILITATION/CONSTRUCTION SERVICES**

Company Name: _____

**St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form**

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant’s/contractor’s professional judgment in completing work for the benefit of St. Johns County (“County”). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant’s/contractor’s professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s) : _____

Signature	Print Name/Title
-----------	------------------

_____ Signature	_____ Print Name/Title
--------------------	---------------------------

**REQUEST FOR PROPOSALS (RFP) NO: 18-22
UTILITY REHABILITATION/CONSTRUCTION SERVICES**

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is _____ (Title) of _____ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 18-22, Utility Rehabilitation/Construction Services.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Proposer)

By _____

(Title)

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

**REQUEST FOR PROPOSALS (RFP) NO: 18-22
UTILITY REHABILITATION/CONSTRUCTION SERVICES**

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex.CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand that failure to make truthful and complete disclosure of any fact or item of information contained herein may result in disqualification or termination for cause by the County of any contract for the services provided pursuant to above referenced RFP and/or other action(s) authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this ____ day of _____, 20__.

Signature of Affiant

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 20__, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

PART VII: CHECKLIST**REQUEST FOR PROPOSALS (RFP) NO: 17-64
UTILITY REHABILITATION/CONSTRUCTION SERVICES**

SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	RFP Package Cover Page & Cover Letter		
Section 2	Company & Staff Qualifications		
	Part A – Manhole/Wetwell Rehabilitation – Polyurethane, Modified Polymer or Epoxy Barrier		
	Part B – Manhole/Wetwell Rehabilitation – Cementious Barrier		
	Part C – Sanitary Sewer Rehabilitation – Cured-in-Place Pipe (CIPP)		
	Part D – Water, Wastewater & Reuse Underground Pipelines (Requires CUC/CGC)		
	Part D – Pump Stations (Requires CUC/CGC)		
	Part D – Water Facilities (Requires CUC/CGC/CMC)		
	Part D – Wastewater Facilities (Requires CUC/CGC/CMC)		
	Part D – Reuse Facilities (Requires CUC/CGC/CMC)		
Section 3	Pricing		
	Part A – Manhole/Wetwell Rehabilitation – Polyurethane, Modified Polymer or Epoxy Barrier		
	Part B – Manhole/Wetwell Rehabilitation – Cementious Barrier		
	Part C – Sanitary Sewer Rehabilitation – Cured-in-Place Pipe (CIPP)		
	Part D – Time & Materials for Water, Wastewater, & Reuse Projects		
Section 4	Related Experience		
	Part A – Manhole/Wetwell Rehabilitation – Polyurethane, Modified Polymer or Epoxy Barrier		
	Part B – Manhole/Wetwell Rehabilitation – Cementious Barrier		
	Part C – Sanitary Sewer Rehabilitation – Cured-in-Place Pipe (CIPP)		
	Part D – Water, Wastewater & Reuse Underground Pipelines		
	Part D – Pump Stations		
	Part D – Water Facilities		
	Part D – Wastewater Facilities		
	Part D – Reuse Facilities		
Section 5	Quality & Schedule Control		
Section 6	Administrative Information (include the following):		
	Proof of Liability Insurance and Limits		
	Drug Free Work Place Form		
	Conflict of Interest Declaration		
	RFP Affidavit		
	RFP Affidavit of Solvency		
	Acknowledged Addenda		

PART VIII: SEALED RFP MAILING LABEL

**REQUEST FOR PROPOSALS (RFP) NO: 18-22
UTILITY REHABILITATION/CONSTRUCTION SERVICES**

**Cut along the outer border and affix this label
to your RFP Package envelope to identify it as an
"RFP Package"**

RFP Package • DO NOT OPEN	
SEALED RFP NO.:	RFP 18-22
RFP TITLE:	Utility Rehabilitation/Construction Services
DUE DATE/TIME:	By 4:00PM – November 16, 2017
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	SJC Purchasing Department ATTN: Leigh Daniels, CPPB Procurement Supervisor 500 San Sebastian View St. Augustine FL 32084



END OF RFP DOCUMENT



St. Johns County Board of County Commissioners

Purchasing Division

November 3, 2017

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: RFP No. 18-22, Utility Rehabilitation/Construction Services

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

Questions:

1. **Unit Pricing/Rates:**

A. Respondents shall submit unit pricing/rate ONLY for work which they and their subcontractors are qualified to perform, as listed in the following pricing sheets:

- i. Part A – Manhole/Wetwell Rehabilitation – Polyurethane, Modified Polymer or Epoxy Barrier;
- ii. Part B – Manhole/Wetwell Rehabilitation – Cementitious Barrier;
- iii. Part C – Sanitary Sewer Rehabilitation – Cured-in-place-Pipe (CIPP);
- iv. Part D – Time & Materials for Water, Wastewater, & Reuse Projects.

Does this mean that we can bid on one part and not the others? Do we have to bid all four?

Answer: Correct, your firm can bid on one part and not the others. You do not have to submit pricing for all four Parts. You can do Part D only if you wish.

2. May I know the Engineering's Estimate on this project?

Answer: The County does not have an estimate budget for this RFP as the work is done on an as needed basis (see response to #5).

3. Is the County willing to accept Ultra-Violet cured glass reinforced plastic CIPP liner in lieu of felt CIPP liner? UV CIPP has a much higher flexural modulus and meets or exceeds the performance of felt CIPP. If the answer is yes, may we have permission to "mark up" on the bid form the millage thicknesses that are typically applied in a UV CIPP application?

Answer: Yes, the UV cured glass reinforced plastic CIPP pipe will be accepted as an approved alternate. SJCUD will allow the unit pricing sheets to be marked-up with an equivalent millage that meets or exceeds the felt CIPP liner.

4. The advertisement states WWTP and WTP and Pump Stations in the scope of work but the bid form only shows pricing for underground utility work. We don't want to bid if it is only underground utility work. Can you please confirm if there is plant work and pump station work.

Answer: Yes, this continuing contract does include pump station, water, wastewater, and reuse facility work on an as needed basis. Please see under Part III- General Requirements, paragraph A.

5. How much does the Owner anticipate spending on this contract during its term(s)?

Answer: Task orders will be issued on an as needed basis for projects less than \$200,000. Typically task orders will range from \$50,000 to \$200,000, although smaller task order amounts may be issued. The annual budget for capital projects under this RFP may range from \$1,000,000/year to \$1,500,000/year for the contract period.

6. Part 2, Section A states the intent of the County is to award contracts to the firms with a minimum combined average score of 80 points, upon approval by the St. Johns County Board of County Commissioners, and successful negotiations. Will the Owner negotiate with Contractors who achieve a minimum score of 80 to award multiple contracts?

Answer: Yes, the intent is to award a contract to as many Contractors meeting the minimum score of 80 points.

7. Part 3, Section B states the County shall determine who shall be awarded work under this Contract based on lowest price. In Section H "Intent to Award", the County states it will enter negotiations with Contractors who score a minimum of 80. Will the Owner please establish the process for award of contract? We respectfully request the County explain a typical example for contract award combining the Apparent Low Bidder and the Contractor who scores the highest total points for the RFP evaluation.

Answer: All Contractors which meet the minimum score required will be selected to enter into the continuing services contract for RFP 18-22. Ten (10) points will be awarded automatically for submitting the Unit Pricing sheets in part or in full. No points (0) will be awarded if Pricing Sheets are not submitted. The intent is that this does not weigh in qualifying Contractors under this contract. However, once selected the pricing sheet submitted shall be the basis of the pricing used on any task order executed under this contract. SJCUD will issue task orders to the Contractor with the lowest unit price/time and materials proposal based on the project's scope of services and the Contractor's qualifications. Should the Contractor be unable to meet the schedule or performance required, then SJCUD will go to the next lowest qualified proposal and so forth. All proposals shall be prepared utilizing the agreed upon unit pricing/time and materials sheets provided in this RFP.

8. How will the owner anticipate issuing task orders? Will they be issued as singles or grouped together as packages? How many task orders does the County anticipate being issued for the term of the contract?

Answer: Annual funding is typically determined the previous fiscal year for Infiltration & Inflow (I&I), sewer collection system rehabilitation, water and force main replacements/extensions, lift stations, and facilities (i.e. plants). Projects will be prioritized by SJCUD staff and issued as task orders to the qualified contractors with the lowest priced proposal that can meet the project schedule. Task orders will typically be grouped in a designated project areas (i.e. 40 manholes or 4,000 lf of CIPP within a given collection system, 2 minor lift stations rehabs, minor facility improvements, etc.). It is anticipated that 8-12 task orders in the \$50,000 to \$200,000 range will be issued on an annual basis. However, a small amount of task orders may require immediate attention that cannot be grouped. A line item for emergency mobilization and overtime rates has been provided in the unit price/time and materials pricing sheets to account for costs associated with these task orders.

9. Has the owner utilized a similar contract previously? If so, who held the contract?

Answer: This is the first continuing services contract set up in this manner. SJCUD currently has a Minor Construction Services Contract (RFQ 13-59) which will expire next year. RFP 18-22 will take its place with the expanded pricing and scope of services.

Callaway Contracting, Inc.

Gruhn May, Inc.

TB Landmark Construction, Inc.

10. Will the Owner please provide any previous itemized bid tabs available for past projects of similar scope/contract type?

Answer: The last solicitation was an RFQ and pricing was not a part of the proposals therefore, none are available. See responses to #5, #7 and #8 above.

11. Are project locations, maps, or drawings for designed service areas known and available for review?

Answer: None are available at this time. Upon execution of the contracts, SJCUD will contact the Contractors with this information.

12. Will the County specify a curing method for CIPP (Cured-In-Place Pipe)?

Answer: See the attached Specification. Also, see response to #3.

Attachment: Section 02766, Cured-in-Place Pipe Liner

THE RFP DUE DATE REMAINS November 16, 2017 AT 4:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Leigh A. Daniels, CPPB
Procurement Supervisor

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1

SECTION 02766

CURED-IN-PLACE PIPE LINER

PART I – GENERAL

A. DESCRIPTION

The Owner is requesting proposals for professional Cured-In-Place Pipe (CIPP) rehabilitation services for sanitary sewer gravity mains (8" – 18" diameter), service laterals, and sectional lining on a continuing annual contract basis. The term of the agreement will be for a period of three (3) years with two one (1) year renewals to extend the agreement to five (5) years upon mutual agreement of both parties. The contract shall not exceed five (5) years.

B. SCOPE OF WORK:

The contractor shall provide all labor, supervision, materials, equipment and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains with resin impregnated cured-in-place pipe (CIPP) in accordance with all applicable Owner and industry standards. Work assigned under this contract may include, but is not limited to, the following types of projects:

- Sanitary sewer cleaning
- Sanitary sewer pre- and post- work inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In-Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Site restoration

C. EQUIPMENT/VEHICLES:

All contractor/subcontractor equipment shall be sufficient in size and number for work to be done in a timely manner under this contract. All contractor/subcontractor equipment shall be maintained in good operating condition. The Owner reserves the right to reject any equipment it deems unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the contractor/subcontractor to replace rejected equipment in a timely manner and at no cost to the Owner.

D. CONTRACTOR REQUIREMENTS:

- a) The contractor shall employ adequate staff to perform the services required. Staff should include: Project Representative, Project Manager, Field Supervisor and Senior Foreman. Staff shall be proficient and experienced in all phases of services mentioned.
- b) The contractor shall ensure that employee's vehicles display company logo on the side doors and company phone numbers. No personal vehicles are to be parked at the job site.
- c) The contractor shall perform all work and shall be a licensed contractor for these services.
- d) The contract shall be certified in confined space entry and traffic control per OSHA requirements.

- e) **Cleaning of Sewer Lines:** The contractor shall remove and properly dispose of all internal debris from the inside of sewer lines that will interfere with the installation of CIPP.
- f) **Bypassing Sewage:** The contractor shall provide for the flow of sewage around the sections of pipe designated for reconstruction. The bypass shall be made by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The pump(s) and bypass lines shall be of adequate capacity and size to handle the average daily flow. Backup bypass pump(s) of adequate size and capabilities shall be on site at all times of by-pass pumping.
- g) **TV & Inspection of Pipelines:** Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by close circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of CIPP into the pipelines and it shall be noted that these conditions can be corrected. A video and suitable log shall be kept for later reference by the Owner. All video inspection shall be witnessed by an Owner representative as it is being performed.
- h) **Manhole/Liner Interface:** It shall be the responsibility of the contractor to make a watertight seal at the interface where the liner/host pipe meets the manhole.
- i) **Service Reconnection:** Service reconnection refers to the reinstatement of the customer service connection of the sewer main after the installation of CIPP System. This is accomplished from within the sewer main via a remote controlled cutting device. The service reconnection will not be considered by the Owner to be complete until it is polished.
- j) **Service with Pressure Grouting:** Service wye to be pressure grouted after mainline has been rehabilitated and service line re-instated. A non-shrinking chemical grout is to be used (Avanti 118/101 or Cues Quickseal 105 are acceptable). The contractor shall provide trenchless reconstruction of service lateral and main line sewers. The contractor shall have the capability of performing services which include televised inspection, data collection, system flow analysis and pipeline reconstruction.
- k) The contractor shall provide services that include safety measures for both the public and workers shall coordinate all scheduling with the Owner.
- l) The contractor shall be completely responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken by the selected contractor to protect the workers, public and Owner staff from the exposure to harmful or hazardous substances within the sewer system.
- m) The contractor shall be responsible for all traffic control during operation and bypass pumping. Because the Owner's sewer are located in rights of way owned and maintained by various agencies, the maintenance of traffic shall be as required by these various agencies, including but not limited to, the Florida Department of Transportation, St Johns County Public Works, City of St Augustine Beach, etc. The Contractor shall be responsible for ensuring the MOT plan meets with these agencies approval.
- n) The contractor shall be responsible for the disposal of all waste materials and shall transport waste materials to SJCUD's Northwest WRF located at 3450 International Golf Parkway, St Augustine, FL 32092 for processing. Owner shall approve all waste materials disposal schedules. The selected contractor shall be responsible for all waste material spills and clean-up in the loading, hauling and unloading of the contractor's equipment.
- o) The contractor shall be responsible for all costs associated with cure water disposal.

- p) The contractor shall be responsible for properly installing an approved backflow prevention device inline to the freshwater fill line of all jetting and/or vacuum equipment.
- q) The contractor shall be responsible for conforming to any and all requirements regarding hauling and disposal of wastes from each work site in accordance with OSHA regulations and those that may be mandated by federal, state or local governments.
- r) The contractor shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17- 730, Part 3, Florida Administrative Code, and may be amended from time to time.
- s) The contractor shall prepare a report of each TV inspection and analysis, as required by the Owner, to be submitted to the Owner. The Owner and Contractor shall then make the scope of work determination.
- t) The contractor shall inform the Owner of its planned work schedules and shall afford the Owner reasonable opportunity to observe and inspect the contractors work in process. The Owner will be advised of all schedule changes and notified when a work site is left for a 24-hour period when work is not complete.
- u) The contractor shall be responsible for obtaining potable water from the Owner for use on the project. A hydrant meter must be obtained from the Owner prior to the start of work. The Owner will not charge for the meter use of the water. If the meter is not promptly returned upon completion of a project, the Owner will retain money from the project to cover the cost of meter replacement.

E. CONTRACTOR/SUBCONTRACTOR EMPLOYEE CONDUCT AND APPEARANCE:

a) Conduct:

- 1. Contractor and subcontractors shall follow all applicable industry standards, federal, state, and local laws/ordinances as related to described work.
- 2. All on-site employees shall have current confined space entry certification.
- 3. Any contractor or subcontractor employee reporting to a work site that appears intoxicated or under the influence of drugs will not be allowed to stay at the work site. Vendor shall be responsible for immediate replacement of the employee in a timely manner and at no cost to the Owner.
- 4. It shall be the sole responsibility of the contractor/subcontractor to provide trained supervision at the work site to ensure work is performed in a safe manner.
- 5. Any damage resulting from the negligence of contractor or subcontractor employee(s) to Owner property or equipment shall be corrected by the contractor in a timely manner, to the Owner's satisfaction and at the contractor's sole expense.

b) Appearance:

- 1. Contractor and subcontractor employees assigned to work under this contract will have an appearance that is neat and clean.
- 2. Contractor and subcontractor employees shall, at minimum, wear a work shirt identifying their company name.

F. LICENSES/PERMITS:

It shall be the responsibility of the Contractor to obtain all necessary municipal and other governmental licenses/permits and approvals or consent from utilities or carriers such as the telephone company, power company, and/or other persons/organizations upon whose property or authority performance of work under the contract might impinge.

PART II – PRODUCTS

A. MATERIALS

All materials specified by name, brand or manufacturer shall be delivered to the job site in original containers. Contractor shall obtain printed instruction and special bulletins for the manufacturer-recommended safety precautions. Contractor/subcontractor personnel will have copies of the manufacturer-recommended safety precautions available at the work site to ensure all work is performed in a safe manner.

B. PRODUCT PERFORMANCE

Standard lining products are intended to have a 50-year design life and in order to minimize Owner's risk, only proven products with substantial successful long-term track records will be approved. Proposed products must meet or exceed ALL of the following criteria to be deemed commercially acceptable.

For a *product* to be considered commercially proven, a minimum of 1,000,000 linear feet of successful sanitary sewer system installations in the United States must be documented to the satisfaction of the Owner to assure commercial viability. In addition, at least 100,000 linear feet of 8" through 18" of the product shall have been in successful service within the State of Florida for a minimum of five (5) years.

C. INSTALLER PERFORMANCE

For an *installer* to be considered commercially proven, the installer must satisfy all insurance, financial and bonding requirements of the Owner, and must have had at least three (3) years active experience under the firm's current corporate name in the commercial installation of the proposed product. In addition, the installer must have successfully installed at least 100,000 linear feet of the proposed product in sanitary sewer systems.

PART III – EXECUTION

A. SANITARY SEWER CLEANING

- a. Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from sanitary sewer mains and manholes as indicated on the drawings and as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.
- b. Quality Assurance: Cleaning operations shall be conducted by experienced personnel who have previously been engaged in cleaning operations of similar size and complexity to the work described herein. A contractor conducting cleaning operations on existing sewer lines shall have four (4) years of experience in cleaning existing sewer lines using the equipment specified herein and shall have successfully completed projects containing a total of at least 200,000 linear feet within the past two (2) years.
- c. Submittals:
 1. The contractor shall submit a Cleaning Log Sheet for the purposes of recording pertinent information relative to the sanitary sewer structures being cleaned.
 2. Material Safety Data Sheets (MSDS) submittals shall be made for all chemical cleaning agent proposed for use under this contract.
- d. Products: The equipment selected for cleaning shall be capable of removing all

accumulated dirt, sand, grease, rocks and other deleterious materials and obstruction from the sewer lines. All equipment used for cleaning operations shall be designed and intended to do the type of work which is specified. When at all possible, the equipment shall be a self-contained unit to handle all operations. The equipment used shall be the product of a manufacturer actively engaged in the research, development and manufacturing of said equipment. Any violations of these specifications may be grounds of removal of the equipment and replacement with equipment meeting these specifications, at no additional cost to the Owner.

1. High Velocity Cleaning Equipment: All high velocity hydraulic sewer cleaning equipment shall be truck mounted. The equipment shall have a minimum of 500 feet of $\frac{3}{4}$ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 50 GPM at a minimum working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15° to 45° in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own 1200 gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the Owner, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.
2. Hydraulically Propelled Cleaning Equipment: Hydraulically propelled cleaning equipment used shall be a movable dam type and be constructed in such a way that a portion of the dam may be collapsed instantly will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure total removal of the grease or obstruction.
3. Mechanical Cleaning Equipment: Bucket machines shall be in pairs with each machine powered by a minimum of a 16 horsepower engine to insure sufficient pulling power. Each machine shall be equipped with a two speed transmission and shall be able to pull at rates of 175 feet per minute in high speed. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be of a "continuous rod" type capable of holding a minimum of 750 feet of rod. The machine and rod shall be specially treated steel, designed for the purpose intended. The machine shall have a positive rod drive and produce a 2,000 pound rod pull. To insure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to assure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism properly sized. All electrical drops required by the contractor shall be arranged by the contractor.
4. Capture and Removal of Debris: The contractor shall furnish equipment standard in the industry for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole.
5. Water Requirements: The Owner shall provide access to water via fire hydrants for cleaning, inversion and other work items requiring water. It shall be the Contractor's responsibility to obtain the proper meter from the owner. All water used for any function of the work shall be metered. The Owner will not charge for the use of potable water but will retain money from the project to repair damaged meters or replace the meter if it is not promptly returned upon completion of the work. Only potable water shall be used for this work.

e. Execution:

1. General: It is the intent of these specifications to provide a basis by which a sanitary sewer line can be cleaned of all debris so that further work can be carried out. The designated sanitary sewer lines shall be cleaned using high velocity, hydraulically propelled or mechanically powered sewer cleaning equipment as specified. Selection of the equipment used shall be based on the conditions of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Owner. Cleaning of sewer lines shall be accomplished by trapping and collecting all sand, debris, grease and other materials, at the next manhole downstream of the line being cleaned and removal and proper disposal of said materials. The cleaning operations may also provide a means by which the sewer line can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. Once a section of pipe has been televised and accepted as complete, no cleaning may occur to sections upstream.
2. Site Visit: The contractor shall be responsible for conducting a physical reconnaissance of the area to be cleaned in order to verify the location of known and /or accepted manholes.

The contractor shall utilize magnetic locator to attempt to identify the location of buried manhole cover and notify the Owner representative so that Owner personnel can excavate it and bring it up to grade prior to cleaning. Under no circumstances shall the contractor excavate buried manholes without prior contractual authorization from the Owner.

f. Hydraulic Cleaning Methodology:

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the sewer line by means of water pumped into the line at a high velocity. This shall be accomplished using approved equipment to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. As many passes as necessary shall be made to sufficiently clean the sewer line. Satisfactory precautions shall be taken to protect the sewer line from damage that might be inflicted by the improper use of cleaning equipment.
2. Hydraulically Propelled Methodology: Whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to insure that the water does not cause damage of flooding to the public or private property being served by the manhole section involved.
3. Capture and Removal of Debris: When hydraulic cleaning equipment is used, a suitable weir or dam shall be construed in the downstream manhole in such a manner that both the solids and water shall be trapped. This trapped solution shall then be pumped, using a method approved by the Owner, from the manhole into a retention chamber above ground. The retention chamber shall contain not less than two baffles to insure complete settlement of the solids before returning the liquid to the sewer line.

g. Mechanical Cleaning Methodology:

1. Rodding: Cleaning shall be with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch.
2. Bucket Machine: Removal of all solids, materials and other debris shall be by means of a clam-shell type bucket and/or other appliances dragged through the sewer line with power winches of suitable size and horsepower.
3. Supplemental Cleaning: After all material has been removed by mechanical cleaning, a minimum of one pass using hydraulic cleaning methods shall be performed to insure complete removal of material from the walls of the pipe. Any damage to pipes will be repaired.

4. Capture and Removal of Debris: When mechanical cleaning equipment is used, debris captured in the downstream manhole shall be removed in a manner approved by the Owner, or as described above.
- h. Special Cleaning Requirements for Cast Iron Pipe: After cleaning pipe of normal sewage deposits such as sand and grease by methods above, the pipe shall be cleansed of tuberculation, including rust buildup and mineral deposits. For pipe diameters greater than 24-inch, the contractor may choose any equipment necessary to remove the tuberculation, such as a "pig" or rodder; however, no equipment shall be used which may damage the pipe, manholes, street or downstream pump station. For pipe diameters less than or equal to 24-inch, tuberculation shall be removed using a high pressure water blaster capable of delivering a minimum of 40 gallons per minute at a pressure of 10,000 psi. Where practical, the line shall be proofed by pulling a slip lining pulling head for the size of the pipe involved through the pipe to insure that no restrictions remain. The Contractor may choose a similar proofing device acceptable to SJCUD.
- i. Sanitary Sewer Manhole Modifications: Any modifications to manholes to facilitate cleaning shall be the contractor's responsibility and shall be subject to approval by the Owner. Contractor shall salvage and reuse all manhole covers and rinds that are removed during sewer line and manhole rehabilitation.
- j. Material Removal and Cleanup:
 1. Material Removal: All sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the contractor be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit approved by the Owner, except in totally enclosed container, and only with the written approval of the Owner. All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of at a location approved by the Owner.
 2. Root Removal: All roots shall be removed. Special attention shall be given during the cleaning operation to assure complete removal of roots from joints in lines and manholes. Chemical root treatment may be used at the option of the contractor.

When chemicals are used to aid in the removal of roots, the chemical shall be EPA registered and labeled for use in sewer lines and manholes and acceptable to all applicable codes. All material and mixing/application procedures for chemical root treatment shall be consistent with the latest standards, requirements and recommendations of the manufacturer of the chemical root treatment material used.
 3. Degree of Cleaning: All dirt, debris, roots and other solid and liquid materials shall be removed from the sewer system to the extent that closed circuit television inspection can be performed. Light cleaning only, shall be conducted on all new sanitary sewer pipe. An Owner representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning shall be defined as follows:
 - 3.1 Light Cleaning: The removal of ¼ diameter or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation shall be covered under separate unit pricing shown in the RFP documents.
 4. Manhole Clean-up: Clean-up operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole. This material shall be collected at the downstream manhole and disposed of in a sanitary manner in a location approved by the Owner.
 5. Debris Disposal: All debris removed from the sewer shall be disposed of properly by and at the expense of the contractor. Transportation of debris or other material by the contractor shall be done in vehicles or equipment which contain the debris

or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. Should mishaps occur for any reason, the contractor shall be responsible for cleaning up any debris or other material to the satisfaction of the Owner or other authorities having jurisdiction. All vehicles transporting debris or other material shall not exceed the maximum allowable load limits of any road being used.

- k. Restoration: The contractor shall be responsible for damage to public and private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the contractor.
- l. Additional Cleaning: Should subsequent video inspection of cleaned sewers reveal that additional cleaning is required, the contractor shall re-clean the line at no additional expense to the Owner. Any additional video inspection or re-set up of video equipment required due to re-cleaning shall be at no additional expense to the Owner.

B. PRE- AND POST-WORK INSPECTIONS:

Prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work the sanitary sewers shall be videoed under the direct supervision of an Owner representative. An Owner representative must be on-site during the entire inspection procedure period. If video inspection is performed without an Owner representative present, the video will not be accepted by the Owner and must be re-done in the presence of an Owner representative. One (1) copy of the DVD video and associated video logs shall be submitted to the Owner prior to scheduling the pre-final. If defects or problems are observed on the video, contractor shall meet with Owner staff to determine the acceptable method of repair. All work involved with repair shall be at no cost to the Owner.

Television inspection is mandatory and required to be provided by the contractor on all sewer mains that CIPP work has been done through this contract. Only pan and tilt type cameras will be allowed. Two (2) copies each of the written report and DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality shall be provided to the Owner at the time of the inspection. This shall be a color video with good clarity. No black and white or poor quality videos will be accepted. Television inspection shall be scheduled a minimum of seventy-two

(72) hours in advance and a Owner representative is required to be on-site during entire length of each television inspection otherwise, the television inspection will be deemed invalid. Prior to televised work, all lines shall be cleaned in accordance with Technical Specifications.

C. MAINTENANCE OF TRAFFIC (MOT):

- a) It shall be the responsibility of the contractor to furnish all traffic control as per Florida Department of Transportation (FDOT) specifications as outlines in the "Work Zone Traffic Control for Maintenance and Utility Operation" (latest edition) for all aspects of assigned work.
- b) The contractor shall perform all construction activity so that access to businesses can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight

(48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the Owner.

- c) The contractor shall maintain at least one lane of vehicular traffic at all times. The contractor shall also provide safety barricades and flag persons as required to properly maintain traffic flow. All traffic maintenance requirements contained in the FDOT "Manual on Traffic Control and Safety Practices" (latest edition) shall be conformed with, and shall be considered to be part of these specifications. The contractor shall prepare and submit a traffic maintenance plan for approval by the Owner prior to the start of work.

D. LOCATES: Contractor responsible for all utility locates.

E. ISOLATION AND BYPASS OPERATIONS:

- a) Contractor shall be solely responsible for all isolation and bypass operations. The contractor's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system users while maintenance of construction operations (including rehabilitation, repair or replacement) are facilitated on the segments being bypassed and/or from which flow is being diverted by:
 1. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained.
 2. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.
 3. Ensure an emergency backup plan is smoothly implemented in the event of system failure.
 4. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, storm sewers and water ways while flow bypass or diversion pumping takes place, and
 5. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.
- b) Flow bypass and diversion pumping shall be done in such a manner so as not to damage private or public property, or create a nuisance of public menace. The pumped sewage shall be in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. After the work is complete, flow shall be returned to the sewer and all temporary equipment removed.
- c) When pumps are operating, an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy shall continuously be on site to monitor the operation of the entire bypass/diversion system. The operator/mechanic and/or deputy shall comprehensively, methodically and continuously:
 1. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels.
 2. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.
 3. Check the integrity of hoses and couplings along the entire bypass/diversion system.
 4. Monitor lubrication levels and top off as necessary.
 5. Facilitate minor repairs as required.
 6. Report to Owner on problems arising.
- d) The contractor shall be solely responsible for planning and executing sewer flow control, bypass and diversion pumping operations. The contractor shall be entirely liable for damages to private or public property that may result from his/her operation and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.
- e) In the event of accidental overflow or spillage, the contractor shall immediately stop the overflow and take action to clean up and disinfect the spillage. The Owner

shall be notified immediately and in any event not less than twenty-four (24) hours following the occurrence.

Should fines be subsequently imposed as a direct result of the overflow or spillage and the contractor is deemed to be entirely responsible, the contractor shall pass such fines as are imposed by the authorities. The Owner shall pay no fine(s) where it is shown the contractor was entirely responsible for any overflow or spillage.

- f) Once by-pass pumping is underway at any given site, work shall be completed as efficiently as possible without interruption.

F. WORK INTEGRATION:

- a) Hours of Operation: All work will be conducted during normal Owner work hours (8:00 a.m. to 5:00 p.m.), Monday through Friday with the exception of Owner-observed holidays, unless circumstances prevent such scheduling. Work on Friday after 11:00 a.m. shall be limited to site clean-up and restoration. Such circumstances may include, but not limited to, structures with high peak flows, negative impact of business or excessive traffic flow if structure is located in vehicular thoroughfare. In such circumstances, "off hours" work will be required. This work may include late night and/or early morning hours and weekends. Such scheduling shall be agreed upon by both the contractor and the Owner prior to the start of work. Contractor overtime and other contractor-related costs shall be absorbed by the Contractor.
- b) Work Coordination: All work shall be coordinated between a single point of contact for the contractor and the Owner designated project manager. Discussion of structure conditions will be made before work starts and final payment based on conditions agreed to at time of work.

It shall be the responsibility of the Contractor to notify the Owner a minimum of seventy-two (72) hours prior to the commencement of work in order for Owner personnel to be available to monitor and coordinate activities.

G. WORK PRODUCT SUBMITTALS:

- c) Bypass Pumping: Submittals for the by-pass pumping plan are to be submitted and approved no less than one week prior to execution of the work. The contractor is not to mobilize prior to approval of the pumping plan.
- d) Videotaping: Contractor is to submit one copy of video inspection prior to the start of work and after CIPP lining is completed for each project.

H. SITE RESTORATION:

The contractor shall restore the work site(s) on a daily basis where practical. All obstructions shall be cleared from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. A public nuisance will not be created during restoration activities. All restoration activities are to be completed within a minimum of fourteen (14) calendar days of work being finished in a work area.

END OF SECTION



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

**AGENDA
EVALUATION REVIEW MEETING**

**RFP 18-22, UTILITY
REHABILITATION/CONSTRUCTION SERVICES**

THURSDAY, NOVEMBER 30, 2017 AT 9:00 A.M.

**AVILES CONFERENCE ROOM
ST. JOHNS COUNTY ADMINISTRATION BUILDING
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FL 32084**

The purpose of the meeting is for various staff to: discuss; finalize individual evaluations; summarize evaluations; announce scores and identify the top ranked respondent for presentation to the Board of County Commissioners. **This is a public meeting and will be conducted in accordance with all applicable provisions of the Florida Sunshine Law.**

- Call meeting to order
- Public comment - Please limit speaking time to three minutes per speaker
- Instructions to Evaluators
- Official ranking/scoring
- Public Comment – Please limit speaking time to three minutes per speaker
- Adjourn

If a person decides to appeal any decision made with respect to any matter considered at the meeting, he/she will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which such record includes the evidence upon which the appeal is made.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in the proceedings should contact ADA Coordinator at (904) 209-0652 at the County Administration Building, 500 San Sebastian View, St. Augustine, Florida 32084. For hearing impaired individuals: Telecommunication Device for the Deaf (TDD): Florida Relay Service: 1-800-955-8770, no later than 5 days prior to the date of the meeting.

EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

Date: November 30, 2017
RFP: RFP 18-22, Utility Rehabilitation/
Construction Services

FIRM	RATER	RATER	RATER	RATER	RATER	TOTAL	RANK	COMMENTS
Callaway Contracting, Inc.	John Burnham	Bill Freeman	James Overton	Teri Pinson	Samuel Schliesinger	458	2	
G&H Underground Construction	86	81	94	96	96	453	4	
Gruhn May, Inc.	89	83	93	98	95	458	2	
Hinterland Group Inc.	91	73	94	94	97	449	5	
Institutform Technologies, LLC	88	70	98	100	98	454	3	
Layne Inliner, LLC	82	58	92	92	94	418	6	
National Water Main Cleaning Co.	66	65	92	89	96	408	7	
PPM Constructors Inc.	63	86	91	84	82	406	8	
SGS Contracting Services, Inc.	93	81	94	95	95	458	2	
US Water Services Corp.	92	71	97	94	95	449	5	
Vacvision Environmental, LLC	82	64	82	81	85	394	9	
Wharton-Smith, Inc.	95	79	98	100	99	471	1	

APPROVED: Assistant Purchasing Manager

Chief Engineer - Capital Projects

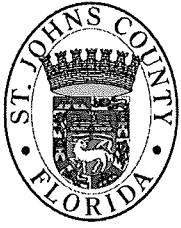
James Schliesinger 12/4/17
Beet Dugg 12/4/17

NOTE:

THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER. IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM December 4, 2017, UNTIL December 7, 2017.

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

December 4, 2017

RE: RFP No: 18-22 – Utility Rehabilitation/Construction Services

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to Callaway Contracting, Inc., G&H Underground Constructions, Inc., Gruhn May, Inc., Hinterland Group, Inc., Insituform Technologies, LLC, Layne Inliner, LLC, National Water Main Cleaning Co., PBM Constructors, Inc., SGS Contracting Services, Inc., US Water Services Corp., and Wharton-Smith, Inc. as the qualified firms selected under for RFP No: 18-22 – Utility Rehabilitation/Construction Services. This notice will remain posted **St. Johns County Purchasing Department bulletin board** until 11:00 AM, Thursday, December 7, 2017.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to my attention at the information provided below.

Sincerely,
St. Johns County
Board of County Commissioners

A handwritten signature in black ink, appearing to read "Leigh A. Daniels", is written over a horizontal line.

County Representative Signature

Date: 12/4/17

Leigh A. Daniels, CPPB,
Procurement Supervisor
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us

TASK AUTHORIZATION NO 1

EXHIBIT "A"

INSITUFORM TECHNOLOGIES LLC

PHASE 1

LIFT STATION #5, #7, #102



Insituform
Technologies, LLC

6972 Business Park Blvd.
Jacksonville, FL 32256
www.insituform.com

Dave Raymond
Business Development Manager

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@aegion.com

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

6-6-18

Richard Colby
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
rcolby@port-orange.org

Re: Cost Proposal – Lift Station #5,#7,#102 – TOTAL FOR ALL THREE LOCATIONS

Dick,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to the **City of Port Orange**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project. This proposal is based off the St. Johns County, FL Contract 18-22.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Item	Description	Unit	Qty	Unit Price	Total
1	Light Cleaning 4" Laterals	25 LF each	73	\$1.10	\$2007.50
2	CCTV Lateral Inspection 0'-40'	LF	73	\$291.00	\$21,243.00
3	4" Lateral CIPP Full Wrap 4"	Each	73	\$1960.00	\$143,080.00
4	Lateral Lining 0' to 40'	Each	73	\$1800.00	\$131,400.00
5	CIPP 8" 6mm thickness	LF	4572	\$25.35	\$115,900.20
6	Lateral Cutout & Polish	Each	57	\$162.00	\$9,234.00
7	Traffic Control MOT Index 601 or 602 (per day)	Each	2	\$320.00	\$640.00
8	Traffic Control MOT Index 601 or 602 (per week)	Week	7	\$1590.00	\$11,130.00
9	Regular Mobilization	Each	1	\$3700.00	\$3,700.00
10	Contingency	Each	1	\$50,000	\$50,000.00
11	Bond		1	1.5%	\$7325.02
	TOTAL				\$495,659.72

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
 - General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
 - Auto: \$2,000,000 Combined Single Limit
 - Workers Compensation: Statutory with \$1,000,000 Employer's LiabilityThe above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. Bypassing of services or laterals.

11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

1. ITLLC's Proposal is conditioned and shall adhere to the General Terms and Conditions written in the St. Johns County Contract.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.



Dave Raymond
Business Development Manager

Accepted By: _____
(signed)

(print name)

Date: _____

Title: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: Yes

SUBJECT: (B7d) Approval of Renewal No. 1 and Change Order No. 2 to Alford Timber Inc.

DEPARTMENT: Public Utilities

GOAL:

RECOMMENDED MOTION: Move to approve Alford Timber, Inc. Renewal No 1 and Change Order No 2 to authorize approximately 582 acres of additional timber thinning area within the Shunz Road property to the Mayor and City Clerk to execute required documents.

SUMMARY: The Public Utilities Department requests approval to exercise the first one-year renewal of the term of June 20, 2018 – June 19, 2019 to Alford Timber, Inc. under ITB #17-12 and approve Change Order No 2 to authorize approximately 582 acres of additional timber thinning area within the Shunz Road property to the Mayor and City Clerk to execute required documents. All other conditions of the contract remain the same as recommended best land practice per the City Contract Forester.

Project No.: Funding Account No.:

ATTACHMENTS:

1. Change Order No 2	Change Order No 2 - Alford Timber Inc.pdf
2. Exercise 1st Renewal	Exercise 1st Renewal.pdf
3. PortOrangeCityForestUnitsHarvesting_A_changeorder	PortOrangeCityForestUnitsHarvesting_A_changeorder.pdf
4. PortOrangeCityForestUnitsHarvesting_B_changeorder	PortOrangeCityForestUnitsHarvesting_B_changeorder.pdf
5. ThinningAreas A-to-M	ThinningAreas A-to-M.xlsx
6. Notice to Proceed Dated 071317	Notice to Proceed Dated 071317.pdf
7. Alford Timber harvesting renewal 1 and change order 2	Alford Timber harvesting renewal 1 and change order 2.docx

Julia Wiggins
Linda Johnson
Kenny Ho
Rick Wilson
Lynn Stevens
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 06/13/2018
Approved - 06/13/2018
Approved - 06/13/2018
Approved - 06/14/2018
Approved - 07/05/2018
Approved - 07/05/2018
Approved - 07/05/2018
Approved - 07/06/2018
Final Approval - 07/06/2018

CHANGE ORDER NO. 2
 To ITB# 17-12 dated June 20, 2017
ALFORD TIMBER, INC., Contractor

Project: ITB# 17-12, Timber Harvesting

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$ <u>N/A</u>	CHANGE IN CONTRACT TIMES: Original Contract Times Substantial Completion: <u>N/A</u> days Final Completion <u>365</u> days
Net changes from previous Change Order: No. <u>N/A</u> : \$ <u>N/A</u>	Changes in contract time from previous Change Orders: No. <u>1</u> : <u>365</u> days ____ days
Contract Price prior to this Change Order: \$ <u>Scheduled Mill Prices</u>	Contract Completion Date prior to this Change Order: Final Completion: <u>July 12, 2018</u> date * * From issuance of Notice to Proceed
Net Increase (decrease) of this Change Order No. <u>2</u> : \$ <u>Same Scheduled</u> Mill Prices as Bid	Changes in contract time requested this Change Order No. <u>2</u> : (Requires Council Approval) -0- days
Contract Price with all approved Change Orders: \$ <u>Same Scheduled</u> Mill Prices as Bid	Contract Times with all approved Change Orders: Final Completion: <u>July 12, 2019</u> date

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the ITB#17-12 entered into by and between the parties on June 20, 2017.
- II. **REQUIRED CHANGES:** To provide for additional timber thinning harvesting sale areas throughout the city forest for best land management practices as further described in Exhibit "A." No goods shall be delivered nor services commenced here under until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:**
Changes in scope require Council approval. Is this a scope change? Yes.
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the ITB#17-12 subject to a limit up to but not to exceed \$ N/A. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Lynn Stevens
Department Project Manager

By: _____
Printed Name: Lynn Stevens
Title: Public Utilities & Works Director

Date Signed: _____

ACCEPTED BY:

ALFORD TIMBER, INC.
Contractor

By: _____
Printed Name: Kathryn A. Clapp
Title: Vice President

Date Signed: _____

RECOMMENDED BY:

Linda Johnson
City's Representative

By: _____
Printed Name: Linda Johnson
Title: Right of Way Agent

Date Signed: June 11, 2018

RECOMMENDED BY:

N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Lynn Stevens
Title: Public Utilities & Works Director

Date Signed: _____
City Manager

By: _____
Printed Name: M. H. Johansson
Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

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

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

EXHIBIT “A”

Alford Timber, Inc. Change Order No. 2

Consisting of 3 Pages

Change Order No. 2 - Additional Timber Thinning

<u>Area ID</u>	<u>Est. Acreage</u>
A	51.10
B	16.30
C	3.90
D	54.70
E	21.20
F	27.40
G	68.80
H	23.60
I	51.50
J	54.30
K	5.30
L	148.00
M	56.40
TOTAL	<u><u>582.50</u></u>

Received: 8-June-2018

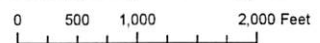


Long
 Leaf
 Forest
 Service
 Inc.
 6044
 Lake
 Winona
 Road
 Delton
 Springs
 Florida
 32139

Date: June 2018
 Project No.:

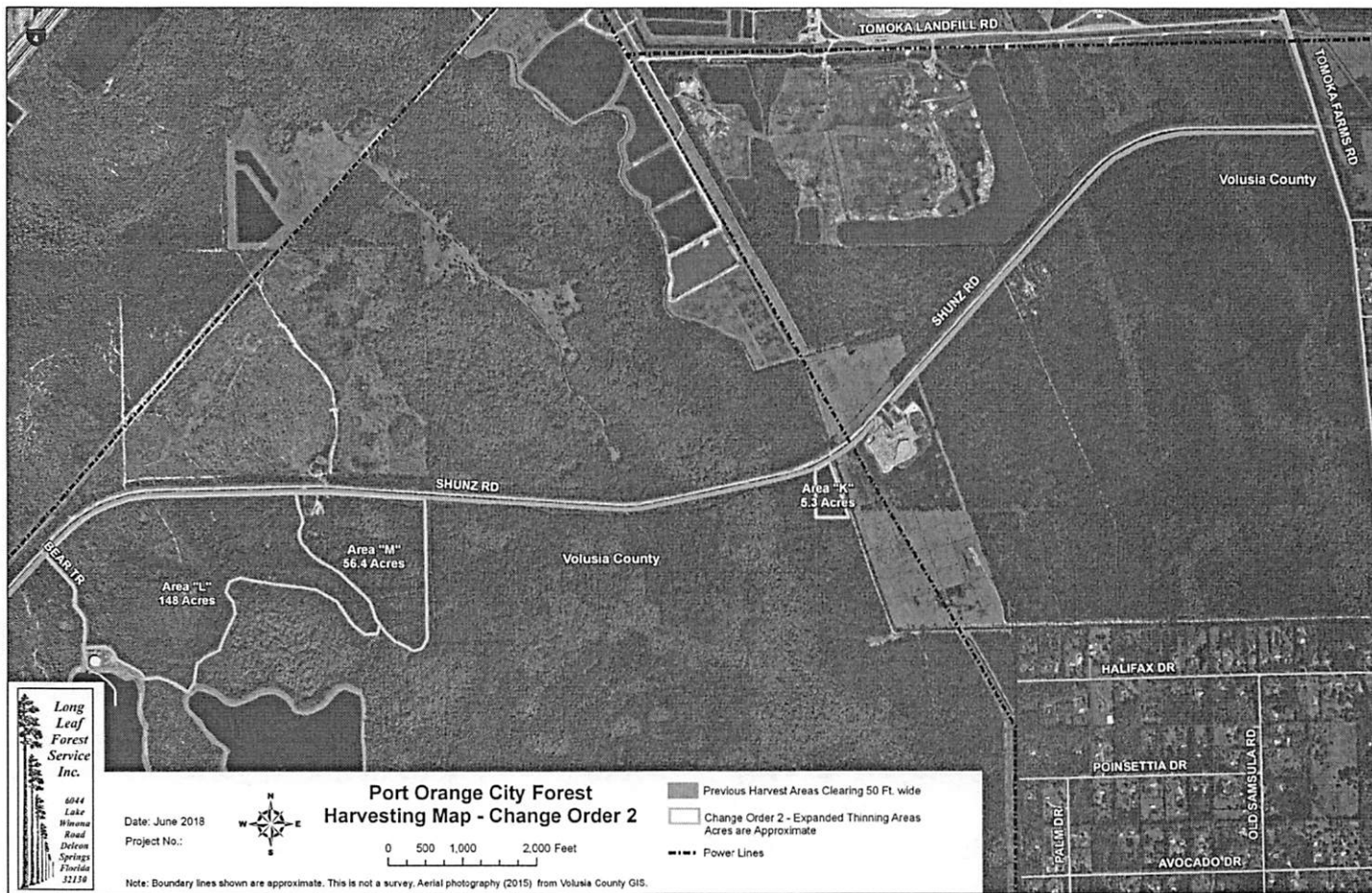


Port Orange City Forest Harvesting Map - Change Order 2



- Previous Harvest Areas Clearing 50 Ft. wide
- Change Order 2 - Expanded Thinning Areas
Acres are Approximate
- Power Lines

Note: Boundary lines shown are approximate. This is not a survey. Aerial photography (2015) from Volusia County GIS.



Johnson, Linda

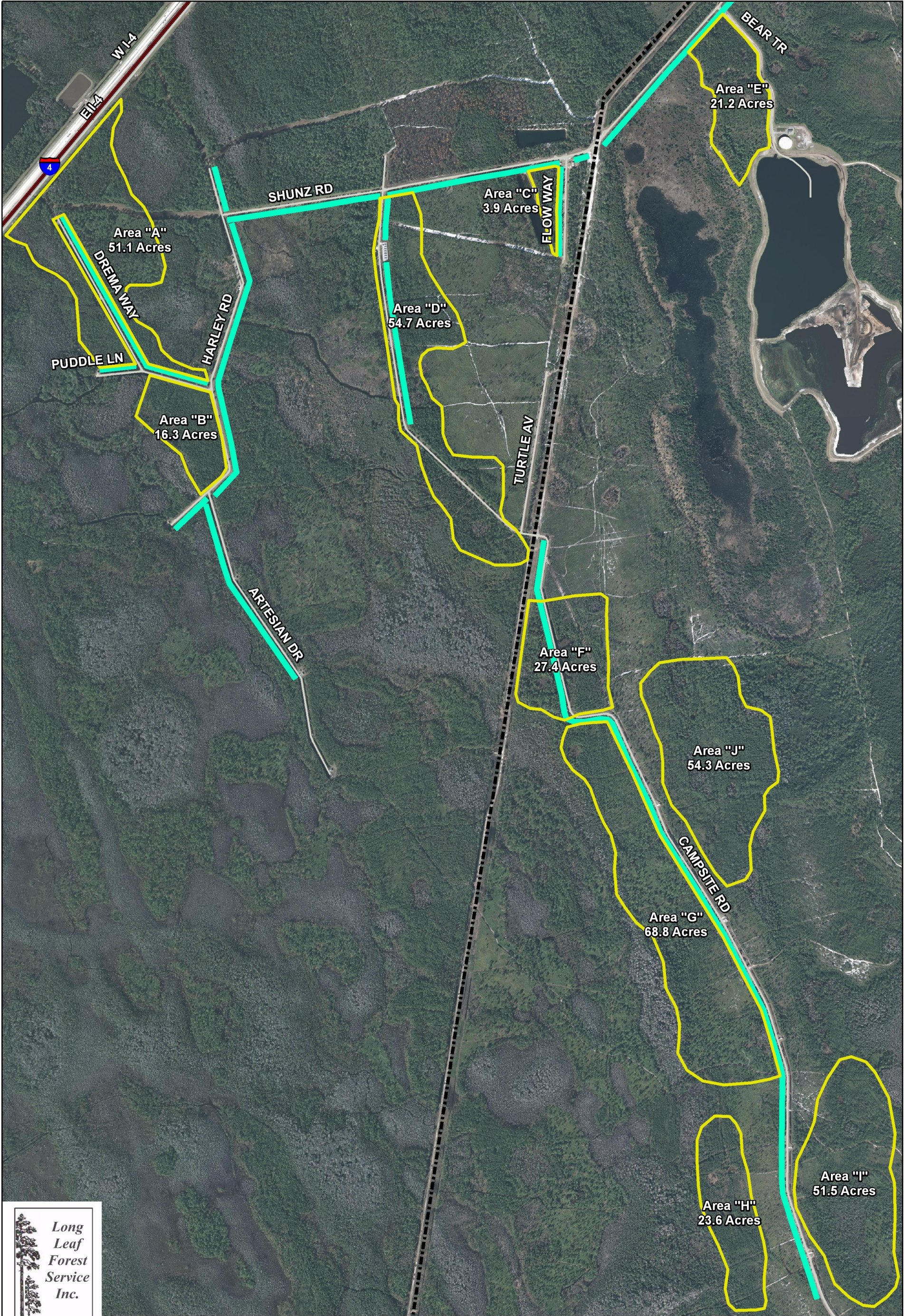
From: Kay Clapp <kathryn.a.clapp@gmail.com>
Sent: Wednesday, May 30, 2018 10:46 AM
To: Johnson, Linda
Subject: Timber Harvesting for City of Port Orange

Linda,

As to paragraph 2 of the June 20, 2017 contract, Alford Timber, Inc. wishes to exercise the first 1-year renewal; and, in addition, to extend the term of the Change Order No. 1 for an additional year due to extraordinary rain events that adversely impact the timber harvesting.

Thank you for your help,

Kathryn A. Clapp
Alford Timber, Inc./SBK Reforestation
3816 Reid Street
Palatka, FL 32177
386-325-7330





**Long
Leaf
Forest
Service
Inc.**

6044
Lake
Winona
Road
Deleon
Springs
Florida
32130

Date: June 2018
Project No.:



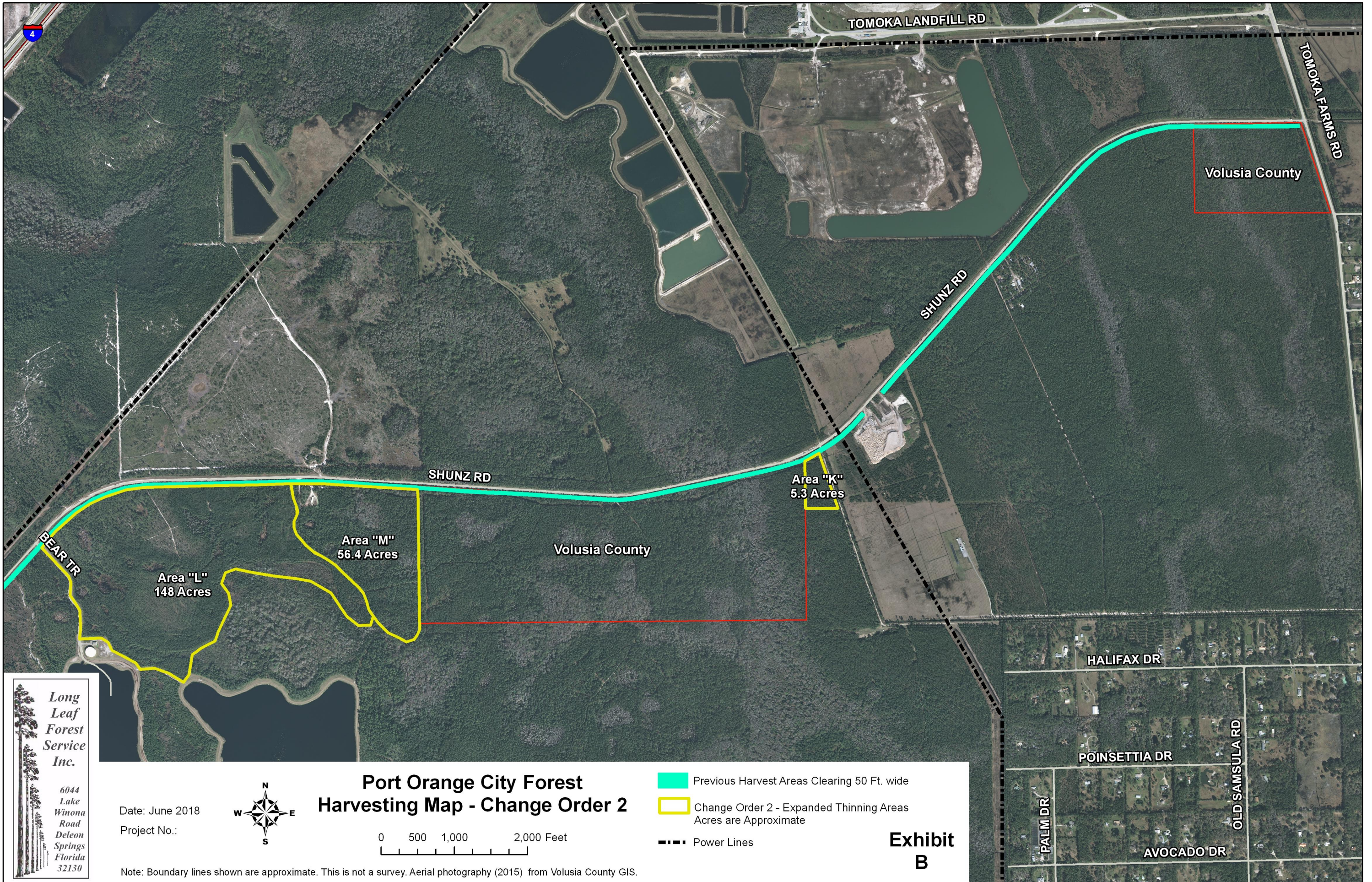
**Port Orange City Forest
Harvesting Map - Change Order 2**

0 500 1,000 2,000 Feet

-  Previous Harvest Areas Clearing 50 Ft. wide
-  Change Order 2 - Expanded Thinning Areas
Acres are Approximate
-  Power Lines

Note: Boundary lines shown are approximate. This is not a survey. Aerial photography (2015) from Volusia County GIS.

**Exhibit
A**



Change Order No. 2 - Additional Timber Thinning

Area ID	Est. Acreage
A	51.10
B	16.30
C	3.90
D	54.70
E	21.20
F	27.40
G	68.80
H	23.60
I	51.50
J	54.30
K	5.30
L	148.00
M	56.40
TOTAL	<u>582.50</u>

Received: 8-June-2018



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5500
FAX (386) 756-5699

Notice to Proceed

July 13, 2017

Charles E. Alford Jr., President
Alford Timber, Inc.
3816 Reid Street
Palatka, Florida 32177

Notice to proceed on: **City of Port Orange Timber Harvesting and Sale Agreement
(ITB 17-12)**

You are hereby notified that under the above contract the Contract Term will commence to run on June 20, 2017. As of the date of this Notice to Proceed, you may start performing the work and your other obligations under the City of Port Orange Timber Harvesting and Sale Agreement (ITB 17-12). Based on the Contract Term stated in the Agreement, the initial term is twelve (12) months to Final Completion, we calculate the date of Final Completion to be July 12, 2018; subject to 1-year renewals upon written, mutual agreement.

Please acknowledge receipt of this Notice to Proceed by signing below. Please return to the City via hand delivery or copy by email with the original to follow in US Mail. If there are any questions, please contact me.

City's Representative:

July 13, 2017

Kenny Ho, P.E.
Utilities Engineering and Construction Manager
Tel: 386.506.5754

Acknowledgement

Receipt of the above "NOTICE TO PROCEED" is hereby acknowledge by

ALFORD TIMBER, INC.

(Firm's Name)

on this 13th day of July, 2017

By: Bill Player, Title: Production Manager

Printed Name of Corporate Representative: Bill Player



City of Port Orange

Public Utilities & Works Department

TO: M.H. Johansson, City Manager

THRU: Julia Wiggins, Budget Analyst

FROM: Lynn Stevens, Director Public Works & Utilities

DATE: July 5, 2018

SUBJECT: ITB# 17-12, Timber Harvesting – Renewal No 1 and Change Order No 2

REQUEST:

The Public Utilities & Works Department is requests City Council approval of Renewal No 1 and Change Order No. 2 to Alford Timber, Inc. under ITB #17-12 for additional timber thinning areas to be added to the contract awarded.

PURPOSE:

The initial contract provided for five (5) separate sale areas, approximately 466 acres of timber thinning. Change Order No. 1 added approximately 47.5 acres to be harvested under and along the roadside power lines as preventive maintenance against storm damage to the power lines. The Change Order No. 2 will add 13 more sale areas throughout the city forest, approximately 582.5 acres of timber thinning.

CONSIDERATION:

Timber harvesting is a method of forestry management. The Shunz Road property requires periodic thinning to ensure proper land management in accordance with state and federal permits. In June 2017, the City awarded bid #17-12 to Alford Timber, Inc. to harvest thin the trees on approximately 510 acres, providing gross revenue paid to the City in the amount of \$181,487.52. All of the initial work has been completed. The contract term was one year with the option to renew for two additional one-year periods.

This request is to exercise the first one-year renewal option for the term of June 20, 2018 – June 19, 2019 and Change Order No. 2 will authorize approximately 582 acres of additional timber thinning area within the Shunz Road property, as a recommended best land practice per the City Contract Forester. All other conditions of the contract remain in tact.

FUNDING:

No funding is required. It is anticipated that this Change Order will result in an estimated \$120,000 in revenue.

RECOMMENDATION:

The Public Utilities & Works Department is recommends City Council approve Renewal No 1 and Change Order No. 2 to Alford Timber, Inc. under ITB #17-12 for additional timber thinning areas to be added to the contract awarded.

ATTACHMENTS:

- a) Change Order No. 2
- b) Exhibits A & B, illustrating the 13 additional Sale Areas



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: Yes

SUBJECT: (B7e) Approval of Bid Award - ITB #17-32 to New Florida Industrial Electric, Inc. for SR 421 (Dunlawton Ave.) Lighting from Spruce Creek Road to SR 5 (US 1)

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to award Bid #17-32 SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US 1), subject to receipt of all required/executed contract documents and the funding agency notice of approval for the bid tab to New Florida Industrial Electric, Inc. in the amount of \$674,971.86; to authorize an allowance for unforeseen conditions up to \$75,000 pursuant to Ordinance No. 2015-30 Sec. 2-272 – Alterations or modifications of contracts, and to authorize the Mayor and City Clerk to sign and execute all contract documents.

SUMMARY: The Dunlawton Street Lighting project is a Local Agency Program (LAP) project in which the construction is 83% funded by the FDOT. The City's match is a combination of 17% of the construction cost, plus funding both the design and the Construction Engineering & Inspection (CEI) of the project. The project consists of removing all the walk lights along both sides of Dunlawton Avenue, between Spruce Creek Road and US 1 (Ridgewood Avenue), and installing new LED streetlights along this segment and at the Spruce Creek Road and Ridgewood Avenue intersections.

Five bids were opened and evaluated by the City on June 14, 2018 and deemed responsive. Of the five bids, New Florida Industrial Electric, Inc. submitted the lowest bid of \$674,971.86. Neither city staff nor the City's engineering consultant (Mead Hunt) have worked with New Florida Industrial Electric, Inc. However, the electrical subconsultant, Tilden, Lobnitz, & Cooper (TLC), for the City's design engineer (Mead Hunt), has previously worked with New Florida Industrial Electric, Inc. and finds their work to be satisfactory in the practice of highway lighting and their ability to shorten projected construction schedules. Based upon evaluation of the bids and information provided through the engineering consultants for this project, it is recommended that the contract be awarded to New Florida Industrial Electric Inc. in the amount of \$674,971.86. In addition, the FDOT has provided their concurrence with the recommendation to award this project to New Florida Industrial Electric, Inc.

Staff is also asking City Council to authorize an allowance for unforeseen conditions up to \$75,000 which would be funded by City Capital Improvement Funds and take partial advantage of the lower than estimated bids using previously budgeted funds.

Project No.: AIO016
AIO016

Funding Account No.: 301-4300-541.63-97
301-4310-541.63-97

ATTACHMENTS:

1.	EJCDC	EJCDC.pdf
2.	ITB 17-32 Tabulation Sheet (06-14-18)	ITB 17-32 Tabulation Sheet (06-14-18).pdf
3.	ITB 17-32 Certified Bid Tab and Award Recommendation	ITB 17-32 Certified Bid Tab and Award Recommendation.pdf
4.	ITB 17-32 The New Florida Industrial Electric Inc. Response (6-14-18)	ITB 17-32 The New Florida Industrial Electric Inc. Response (6-14-18).pdf

Margaret Tomlinson	Created/Initiated - 06/29/2018
Tim Burman	Approved - 06/29/2018
Tracey Riehm	Approved - 07/02/2018
Margaret Roberts	Approved - 07/06/2018
David Battaglia	Approved - 07/06/2018
Jake Johansson	Approved - 07/06/2018
Robin Fenwick	Final Approval - 07/06/2018

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

THIS AGREEMENT is by and between City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129,
A Florida municipal corporation (“Owner”) and

The New Florida Industrial Electric, Inc., a Florida corporation
291 Specialty Point
Sanford, Florida 32771 (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

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

Project includes installation of round, tapered, conventional aluminum poles, round, tapered conflict aluminum poles, square tapered concrete poles, foundations, luminaires, shields, grounding, controls, load centers, directionally drilled conduit, open cut conduit, sidewalk replacement, removal and disposal of old pedestrian lights, maintenance of traffic, testing, and LED adjustments required on plans and specification to light SR421 and two signalized intersections from Spruce Creek Road to SR5 (US1). All of the overhead utilities shown in the plans are less than 50kV.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: *ITB 17-32 SR421 Dunlawton Lighting from Spruce Creek Road to SR5 Ridgewood Avenue, including two intersections.*

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by the Design Professional specified and Engineer shall serve as Owner’s agent for purposes of approving Contractor’s payment requests, and as otherwise provided in the Contract documents.

A. The part of the Project that pertains to the Work has been designed by **QUENTIN L. HAMPTON & ASSOCIATES, INC.** (“Design Professional”), a Florida corporation.

- B. The Owner has retained Traffic Engineering Data Solutions, Inc. (“TEDS”), a Florida corporation. Mikal R. Hale, PE (CEI “Engineer”) of TEDS shall act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Substantial Completion and Final Completion as stated in the Contract Documents, particularly Paragraph 4.02 below, are of the essence of the Contract.
- B. All time limits for Milestone dates set forth in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Completion*

- A. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be substantially completed on or before **March 21, 2019**.
- B. Unless as otherwise modified in a Notice to Proceed issued after the Effective Date of the Agreement or an allowable extension of time in accordance with Paragraph 12.02 of the General Conditions, the Work shall be finally completed in accordance with Paragraph 14.06 of the General Conditions on or before **April 19, 2019**.
- C. If a Notice to Proceed is issued more than 60 days from the Effective Date of this Agreement, then the dates for Substantial Completion and the Final Completion shall be extended by the same number of days. (For example, if the Notice to Proceed is issued 63 days after the Effective Date of the Agreement, then the Substantial Completion and Final Completion dates shall be extended by 3 days.)

4.03 *Liquidated Damages*

- A. Contractor and Owner agree and recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss that is not readily ascertainable as of the Effective Date of this Agreement if the Work is delayed and not Substantially Completed within the time period specified in Paragraph 4.02 above, plus any allowable extension of time in accordance with Paragraph 12.02 of the General Conditions. Contractor agrees and recognizes that any delay to Substantial Completion shall constitute a material breach. Accordingly, Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay Owner **\$1,665.00** for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the Work. Contractor and Owner agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.
- B. Owner may withhold Contractor’s final payment in order offset the liquidated damages that Contractor owes Owner. Owner may also withhold progress payments if Owner reasonably believes that Contractor’s final payment will not sufficiency cover the liquidated damages that Contractor owes Owner.

ARTICLE 5 – CONTRACT PRICE

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

A. For all Work other than Unit Price Work, a lump sum of: \$ N/A

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

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

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

See Exhibit No. 1

Total of all Bid Prices (Unit Price Work)	\$674,971.86
Unforeseen conditions up to	\$ 75,000.00
Total including unforeseen conditions	\$749,971.86

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Progress Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions.

6.02 *Progress Payments; Retainage*

A. Progress payments shall be made on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work in accordance with Paragraph 14.02 of the General Conditions. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed). Progress payments will be made in an amount equal to the percentage of the Work completed in accordance with the Schedule of Values, less the aggregate of payments

previously made, less the retainage, and less such amounts as Engineer may determine Owner may withhold, including, but not limited to, liquidated damages.

- B. Owner shall withhold 10 percent of each progress payment as retainage until 50 percent completion. After 50 percent completion, Owner shall reduce retainage to 5 percent of each progress payment. Fifty (50%) percent completion is the point at which Owner has expended 50 percent of the Contract Price, together with all increases in the Contract Price through allowable change orders. However, if Contractor elects to withhold more than 5 percent retainage from a subcontractor(s), it may not request the release of such retained funds from Owner.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 10, inclusive).
 - 2. Combination Payment and Performance Bond (pages 1 to 4, inclusive).
 - 3. Other bonds (N/A).
 - 4. General Conditions (pages 1 to 68, inclusive). **In the event of any conflict between the Agreement and the General Conditions, the terms of this Agreement shall govern.**
 - 5. Supplementary Conditions (pages 1 to 8, inclusive). **In the event of any conflict between the Agreement and Supplementary Conditions, the terms of this Agreement shall govern. However, if there is any conflict between the terms of the General Conditions and the terms of the Supplementary Conditions, the Supplementary Conditions shall govern provided that the indemnification set forth in Paragraph 6.20 of the General Conditions shall govern over any indemnification set forth in the Supplementary Conditions.**
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings consisting of 37 sheets with each sheet bearing the following general title: ***SR421 (Dunlawton Avenue) Street Lighting.***
 - 8. Addendum Number 1 (Page 1, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit No. 1 Contractor's Bid and Schedule of Unit Prices (page 1, inclusive).

- b. Documentation submitted by Contractor prior to Notice of Award (N/A).
- c. Exhibit No. 2 Contractor's Proposal (pages 1 to 61, inclusive).

Affidavit Regarding Worker's Compensation

Certificate of Insurance for Workers' Compensation

- d. Composite Exhibit No. 3 City's Bid Request No. ITB 17-32 (not attached, on file with City Clerk's Office) (pages 1 to 331, inclusive).
 - e. Exhibit No. 4 Form FHWA-1273 – *Revised May 1, 2012* and attached Davis Bacon Wage Rates (pages 1 to 18, inclusive).
 - f. Exhibit No. 5 Local Agency Lighting Design Analysis Report (pages 1 to 117, inclusive).
 - g. Exhibit No. 6 Tower Cloud Directional Drill As-Builts Nova Road – Spruce Creek Road – Ruth Street (pages 1 to 11, inclusive).
 - h. Exhibit No. 7 Tower Cloud Directional Drill Bore Logs Nova Road – Spruce Creek Road – Ruth Street (pages 1 to 16, inclusive).
 - i. Exhibit No. 8 Tower Cloud Directional Drill As-Builts Ruth Street to SR 5 (pages 1 to 6, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

10.06 *No-Damage-for-Delay*

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

10.07 *No Intended Third Party Beneficiaries*

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

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

CITY OF PORT ORANGE

Owner

By: Donald O. Burnette

Title: Mayor

Date: _____

Attest: Robin L. Fenwick, CMC

Title: City Clerk

Address for giving notices:

1000 City Center Circle

Port Orange, Florida 32129

**The New Florida Industrial Electric, Inc.
Contractor**

Conrad D. Eigenmann, Jr

By: _____

Title: President

Date: _____

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

Attest: _____

Title: _____

Address for giving notices:

291 Specialty Point

Sanford, FL 32771

Phone: (407) 379-1784 E-Mail: dotestimating@fie-inc.com

License No.:



CITY OF PORT ORANGE TABULATION SHEET

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

ITB NUMBER: ITB #17-32

ITB TITLE: SR 421 (DUNLAWTON AVE.) LIGHTING FROM SPRUCE CREEK ROAD TO SR 5 (US 1)

OPENING DATE/TIME: June 14, 2018 @ 2:30 P.M.

		Florida Safety Contractors Inc.	Chinchor Electric Inc.	American Lighting & Signalization	Traffic Management Solutions Inc.
Submittal Required Forms					
1	Form 6.1 Submittal Checklist	YES	YES	YES	YES
2	Form 6.2 Vendors Acknowledgment	YES	YES	YES	YES
3	Form 6.3 Addendum & Change Order Acknowledgment	YES	YES	YES	YES
4	Form 6.4 Drug Free Preference Statement	YES	YES	YES	YES
5	Form 6.5 Statement Public Entity Crimes	YES	YES	YES	YES
6	Form 6.6 Affidavit of Anti-Collusion	YES	YES	YES	YES
7	Form 6.7 Statement of Vendors Qualifications	YES	YES	YES	YES
8	Form 6.8 Professional References	YES	YES	YES	YES
9	Form 6.9 Listing of Subcontractors	YES	YES	YES	YES
10	Form 6.10 Notice to Vendors	YES	YES	YES	YES
11	Form 6.11 Certification Trench Safety Act	YES	YES	YES	YES
12	Form 6.12 DBE Participation Statement	YES	YES	YES	YES
13	Form 6.13 E-Verify Acknowledgement	YES	YES	YES	YES
14	Form 6.17 Certification of Current Capacity	YES	YES	YES	YES
15	Form 6.18 Certification Disclosure of Lobbying	YES	YES	YES	YES
16	Form 6.19 Certification Regarding Debarment	YES	YES	YES	YES
17	Copy of General Contractors License	YES	YES	YES	YES
18	Bid Proposal Schedules of Unit Pricing	YES	YES	YES	YES
19	Bid Bond	YES	YES	YES	YES
20	1 Original, 1 Digital Copy	YES	YES	YES	YES
21	Deemed Responsive?	YES	YES	YES	YES
TOTAL BASE BID		\$941,700.44	\$787,377.64	\$895,887.08	\$1,024,805.80
Opened and tabulated by: David Battaglia, Purchasing Agent					
Witnessed by: Joseph Castro, Buyer					

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

ITB NUMBER: ITB #17-32
ITB TITLE: SR 421 (DUNLAWTON AVE.) LIGHTING FROM SPRUCE CREEK ROAD TO SR 5 (US 1)
OPENING DATE/TIME: June 14, 2018 @ 2:30 P.M.

		The New Florida Industrial Electric Inc.			
Submittal Required Forms					
1	Form 6.1 Submittal Checklist	YES			
2	Form 6.2 Vendors Acknowledgment	YES			
3	Form 6.3 Addendum & Change Order Acknowledgment	YES			
4	Form 6.4 Drug Free Preference Statement	YES			
5	Form 6.5 Statement Public Entity Crimes	YES			
6	Form 6.6 Affidavit of Anti-Collusion	YES			
7	Form 6.7 Statement of Vendors Qualifications	YES			
8	Form 6.8 Professional References	YES			
9	Form 6.9 Listing of Subcontractors	YES			
10	Form 6.10 Notice to Vendors	YES			
11	Form 6.11 Certification Trench Safety Act	YES			
12	Form 6.12 DBE Participation Statement	YES			
13	Form 6.13 E-Verify Acknowledgement	YES			
14	Form 6.17 Certification of Current Capacity	YES			
15	Form 6.18 Certification Disclosure of Lobbying	YES			
16	Form 6.19 Certification Regarding Debarment	YES			
17	Copy of General Contractors License	YES			
18	Bid Proposal Schedules of Unit Pricing	YES			
19	Bid Bond	YES			
20	1 Original, 1 Digital Copy	YES			
21	Deemed Responsive?	YES			
TOTAL BASE BID		\$674,971.86	\$ -	\$ -	\$ -



4401 Eastport Parkway
Port Orange, FL 32127
386-761-6810
meadhunt.com

June 22, 2018

Mr. David Battaglia
Purchasing Agent
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

**RE: CERTIFIED BID TABULATION – ITB #17-32
SR421 (DUNLAWTON AVENUE) LIGHTING FROM SPRUCE CREEK ROAD TO SR5 (US1)
FDIP 435591-1-58-01**

Dear Mr. Battaglia,

Per your request, Mead & Hunt, Inc. (M&H) has reviewed the five (5) bids that were received by the City of Port Orange on June 14, 2018 for the above referenced project. M&H has checked them for accuracy and prepared this certified bid tabulation. The five (5) bids are summarized below:

	Bidder	Amount	% of Engineer's Estimate
1	New Florida Industrial Electric Inc.	\$674,971.86	77.21%
2	Chinchor Electric	\$787,377.64	90.07%
3	American Lighting & Signalization	\$895,887.75	102.48%
4	Florida Safety Contractors	\$941,700.44	107.72%
5	Traffic Management Solutions	\$1,024,805.80	117.23%

It is our understanding that the City has determined that the five (5) bids were found complete and deemed to be responsive. The five (5) responsive bidders were determined by the City to be qualified licensed contractors, and they therefore intend to award the contract to the low responsive bidder.

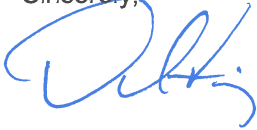
Attached is our certified bid tabulation which provides a comparison of each of the bid items to the amounts that were contained in the Engineer's Opinion of Probable Cost (EOPC) that was prepared for the project, with highlighted substantial variations between the proposed costs and the estimated costs. Included below is an evaluation of all unit bid items provided by the bidders where there was a deviation of greater than 25% in comparisons to the EOPC.

- 0101-1 Mobilization – All bids were substantially higher than EOPC. Expected reason is no available FDOT historical cost information was available for EOPC preparation. Bid cost by low bidder does not seem unreasonable.
- 0102-1 MOT – Two of five bids were substantially higher than EOPC. Low bidder is not substantially different.
- 0110-1-1 Clearing and Grubbing – One bid was substantially lower, and three bids were substantially higher than EOPC. Low bidder was substantially higher, but amount does not appear to create a bid imbalance.
- 0522-2 Concrete Sidewalk – Four bids were substantially higher, and one bid was substantially lower than EOPC. Low bidder was lower, but amount does not appear to create a bid imbalance.
- 0570-1-2 Performance Turf – All bids were substantially higher. Low bidder was lowest, and amount appears reasonable.
- 0630-2-11 Conduit Open Trench – Only one bid was substantially less than EOPC. Low bidder was not substantially different.
- 0635-2-12 Pull Box – All bidders were substantially less than EOPC. Current FDOT Average Cost is \$1,334. EOPC unit cost appears high.
- 0639-1-121 Power Service – Two bidders were substantially higher, and one bidder was substantially lower than EOPC. Current FDOT Average Unit Price is \$4,666. Low bidder is within reasonable range of this price.
- 0715-4-70 Light Pole, Remove – Four bidders were substantially higher and one substantially lower. Current FDOT Average Unit Price is \$431. Low bidder is within reasonable range of this price.
- 0715-1-12 Lighting Conductors – four bidders were substantially lower than EOPC. Current FDOT Average Unit Price is \$1.20. Low bidder is within reasonable range of this price.
- 0715-4-21 Light Pole Standard – One bidder was substantially lower than EOPC. Current FDOT Average Unit Price is \$4,690. Low bidder is within reasonable range of this price.
- 0715-4-31 Light Pole Special – Two bidders were substantially higher and one substantially lower than EOPC. Current FDOT Average Unit Price is \$5,996. Low bidder is within reasonable range of this price.

- 0715-7-11 Load Center – Two bidders were substantially higher and two substantially lower than EOPC. Suspect that the somewhat simple load center design involves less work than typical load center scope of work assumed in the EOPC/FDOT Average Unit Price.
- 0715-4-41 Light Pole Conflict Special – Two bidders were substantially higher than EOPC. Low bidder is within reasonable range of EOPC.
- 0715-5-31 Luminaire/Arm – Two bidders were substantially higher and two substantially lower. Current FDOT Average Unit Price is \$1,779. Low bidder is within reasonable range of this cost.

In our opinion, the variations between the received bids and the EOPC were mostly due to overestimated unit costs in the EOPC and lump sum item estimate variations. We believe the low bid to be balanced. Therefore, we recommend award of the bid to The New Florida Industrial Electric, Inc.

Sincerely,



David A. King, PE
Vice President/Business Unit Leader

DAK:bf

Attach.: Certified Bid Tabulation

CITY OF PORT ORANGE
SR421 (DUNLAWTON AVE.) AND SPRUCE CREEK ROAD TO RIDGEWOOD AVENUE
FPIN #435591-1-58-01
ITB #17-32

				EOPC		The New Florida Industrial Electric, Inc.			Chinchor Electric			American Lighting & Signalization			Florida Safety Contractors			Traffic Management Solutions		
PAY ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	% of EOPC	UNIT COST	TOTAL	% of EOPC	UNIT COST	TOTAL	% of EOPC	UNIT COST	TOTAL	% of EOPC	UNIT COST	TOTAL	% of EOPC
0101 1	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00	\$64,078.79	\$64,078.79	427.19%	\$51,046.00	\$51,046.00	340.31%	\$60,000.00	\$60,000.00	400.00%	\$49,751.63	\$49,751.63	331.68%	\$100,000.00	\$100,000.00	666.67%
0102 1	MAINTENANCE OF TRAFFIC	LS	1	\$35,000.00	\$35,000.00	\$27,760.89	\$27,760.89	79.32%	\$48,212.50	\$48,212.50	137.75%	\$30,000.00	\$30,000.00	85.71%	\$97,856.21	\$97,856.21	279.59%	\$38,479.00	\$38,479.00	109.94%
0110 1 1	CLEARING AND GRUBBING	LS	1	\$18,000.00	\$18,000.00	\$40,301.52	\$40,301.52	223.90%	\$2,500.00	\$2,500.00	13.89%	\$17,000.00	\$17,000.00	94.44%	\$4,255.50	\$4,255.50	23.64%	\$8,914.00	\$8,914.00	49.52%
0522 2	CONCRETE SIDEWALK (6" THICK 2500PSI), REMOVAL AND REPLACEMENT	SY	368.9	\$50.00	\$18,445.00	\$32.77	\$12,088.85	65.54%	\$76.79	\$28,327.83	153.58%	\$100.00	\$36,890.00	200.00%	\$104.60	\$38,586.94	209.20%	\$122.00	\$45,005.80	244.00%
0570 1 2	PERFORMANCE TURF, SOD	SY	378	\$5.00	\$1,890.00	\$7.17	\$2,710.26	143.40%	\$41.13	\$15,547.14	822.60%	\$11.00	\$4,158.00	220.00%	\$10.50	\$3,969.00	210.00%	\$12.80	\$4,838.40	256.00%
0630 2 11	CONDUIT, F&I, OPEN TRENCH	LF	803	\$9.00	\$7,227.00	\$7.76	\$6,231.28	86.22%	\$10.33	\$8,294.99	114.78%	\$6.00	\$4,818.00	66.67%	\$12.35	\$9,917.05	137.22%	\$9.30	\$7,467.90	103.33%
0630 2 12	CONDUIT, F&I, DIRECTIONAL DRILL	LF	8706	\$20.00	\$174,120.00	\$15.60	\$135,813.60	78.00%	\$17.49	\$152,267.94	87.45%	\$18.00	\$156,708.00	90.00%	\$19.61	\$170,724.66	98.05%	\$24.40	\$212,426.40	122.00%
0635 2 12	PULL BOX, F&I, 13"X24" COVER SIZE (TRAFFIC RATED)	EA	78	\$1,750.00	\$136,500.00	\$730.66	\$56,991.48	41.75%	\$581.00	\$45,318.00	33.20%	\$650.00	\$50,700.00	37.14%	\$492.42	\$38,408.76	28.14%	\$1,106.00	\$86,268.00	63.20%
0639 1121	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	EA	2	\$2,160.00	\$4,320.00	\$2,925.59	\$5,851.18	135.44%	\$6,161.50	\$12,323.00	285.25%	\$2,500.00	\$5,000.00	115.74%	\$1,896.86	\$3,793.72	87.82%	\$1,582.00	\$3,164.00	73.24%
0715 4 70	LIGHT POLE COMP, REMOVE POLE AND FOUNDATION	EA	6	\$590.00	\$3,540.00	\$400.80	\$2,404.80	67.93%	\$2,139.67	\$12,838.02	362.66%	\$1,100.00	\$6,600.00	186.44%	\$847.84	\$5,087.04	143.70%	\$765.50	\$4,593.00	129.75%
0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 - 6	LF	26091	\$2.00	\$52,182.00	\$1.07	\$27,917.37	53.50%	\$1.22	\$31,831.02	61.00%	\$1.25	\$32,613.75	62.50%	\$1.47	\$38,353.77	73.50%	\$2.30	\$60,009.30	115.00%
0715 4 11	LIGHT POLE COMPLETE, F&I, STANDARD POLE, STANDARD FOUNDATION, 30' MOUNTING HEIGHT	EA	42	\$5,500.00	\$231,000.00	\$3,563.02	\$149,646.84	64.78%	\$5,531.24	\$232,312.08	100.57%	\$5,500.00	\$231,000.00	100.00%	\$6,182.12	\$259,649.04	112.40%	\$6,431.00	\$270,102.00	116.93%
0715 4 21	LIGHT POLE COMPLETE, FURNISH & INSTALL STANDARD POLE SPECIAL FOUNDATION, 30' MOUNTING HEIGHT	EA	4	\$6,500.00	\$26,000.00	\$4,732.56	\$18,930.24	72.81%	\$7,052.44	\$28,209.76	108.50%	\$10,500.00	\$42,000.00	161.54%	\$11,181.99	\$44,727.96	172.03%	\$7,667.00	\$30,668.00	117.95%
0715 4 31	LIGHT POLE COMPLETE, F&I, UTILITY CONFLICT POLE, STANDARD FOUNDATION, 30' MOUNTING HEIGHT	EA	8	\$7,000.00	\$56,000.00	\$4,740.58	\$37,924.64	67.72%	\$5,392.48	\$43,139.84	77.04%	\$12,000.00	\$96,000.00	171.43%	\$6,127.57	\$49,020.56	87.54%	\$6,378.00	\$51,024.00	91.11%
0715 7 11	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	2	\$13,050.00	\$26,100.00	\$6,869.29	\$13,738.58	52.64%	\$5,813.00	\$11,626.00	44.54%	\$12,000.00	\$24,000.00	91.95%	\$16,975.95	\$33,951.90	130.08%	\$16,983.00	\$33,966.00	130.14%
0715 4 41	LIGHT POLE COMPLETE, FURNISH & INSTALL UTILITY CONFLICT POLE, SPECIAL FOUNDATION, 30' MOUNTING HEIGHT	EA	8	\$8,000.00	\$64,000.00	\$8,708.00	\$69,664.00	108.85%	\$7,052.44	\$56,419.52	88.16%	\$12,000.00	\$96,000.00	150.00%	\$11,127.44	\$89,019.52	139.09%	\$7,613.00	\$60,904.00	95.16%
0715 5 31	LUMINAIRE & BRACKET ARM, FURNISH & INSTALL NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE	EA	2	\$2,440.00	\$4,880.00	\$1,458.77	\$2,917.54	59.79%	\$3,582.00	\$7,164.00	146.80%	\$1,200.00	\$2,400.00	49.18%	\$2,313.59	\$4,627.18	94.82%	\$3,488.00	\$6,976.00	142.95%
TOTAL ESTIMATED CONSTRUCTION COST					\$874,204.00		\$674,971.86	77.21%		\$787,377.64	90.07%		\$895,887.75	102.48%		\$941,700.44	107.72%		\$1,024,805.80	117.23%

SECTION 6 – REQUIRED FORMS

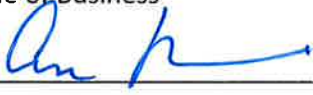
FORM 6.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 6.2 – Vendor’s Acknowledgement
- ☒ Form 6.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 6.4 – Drug Free/Tie Preference Statement
- ☒ Form 6.5 – Public Entity Crimes Statement
- ☒ Form 6.6 – Affidavit of Anti-Collusion
- ☒ Form 6.7– Statement of Vendor’s Qualifications
- ☒ Form 6.8 – Professional References for Previous Experience
- ☒ Form 6.9 – Listing of Subcontractors
- ☒ Form 6.10 –Notice to Vendors
- ☒ Form 6.11 – Certification of Compliance with Florida Trench Safety Act
- ☒ Form 6.12 – Disadvantaged Business Enterprise (DBE) Participation Statement
- ☒ Form 6.13 – E-Verify Acknowledgement
- ☒ Form 6.17 – Certification of Current Capacity
- ☒ Form 6.18 – Certification for Disclosure of Lobbying Activities
- ☒ Form 6.19 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Contracts.
- ☒ Copy of Certified General Contractor License *Electrical Contractor License*
- ☒ Bid Proposal Schedule of Unit Pricing
- ☒ Bid Bond
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY:

The New Florida Industrial Electric, Inc

Name of Business

A handwritten signature in blue ink, appearing to be 'Dan P.', is written over a horizontal line.

Authorized Signature

06/13/18

Date

This document must be completed and returned with your Submittal

FORM 6.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

The New Florida Industrial Electric, Inc

NAME OF BUSINESS

AUTHORIZED SIGNATURE

Anne Fitzgerald, Corporate Secretary

NAME, TITLE, TYPED

20-2950491

FEDERAL IDENTIFICATION #

291 Specialty Point

MAILING ADDRESS

Sanford, FL 32771

CITY, STATE & ZIP CODE

407-379-1784

TELEPHONE NUMBER / FAX NUMBER

dotestimating@fie-inc.com

E-MAIL ADDRESS

STATE OF Florida COUNTY OF Seminole

The foregoing instrument was acknowledged before me this day of June 13th, 2018 by Anne Fitzgerald, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: Aug 4, 2021

Martha Schardin
Notary Public

This document must be completed and returned with your Submittal



FORM 6.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 6/7/18 Addendum # Date:

Addendum # Date: Addendum # Date:

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

The New Florida Industrial Electric, Inc

Name of Business

By: 

Printed Name: Anne Fitzgerald

Title: Corporate Secretary

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 13th day of June, 2018, by
Anne Fitzgerald, as Corporate Secretary of
(NAME) (TITLE)

The New Florida Industrial Electric, Inc and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced as identification.





Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 6.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

The New Florida Industrial Electric, Inc

Name of Business

By: Anne Fitzgerald

Printed Name: Anne Fitzgerald

Title: Corporate Secretary

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 13th day of June, 2018, by Anne Fitzgerald, as Corporate Secretary of

(NAME)

(TITLE)

The New Florida Industrial Electric, Inc

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Martha Schardin

Notary Public, State of Florida

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 6.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Anne Fitzgerald, who, being by me first duly sworn, made the following statement:

1. The business address of The New Floirda Industrial Electric, Inc ☐ (name of Offeror or business) is 291 Specialty Point, Sanford, FL 32771.
2. My relationship to The New Floirda Industrial Electric, Inc (name of Offeror or business) is Corporate Secretary (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

The New Floirda Industrial Electric, Inc
Name of Business

By: Anne Fitzgerald
Printed Name: Anne Fitzgerald
Title: Corporate Secretary

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 13th day of June, 2018, by
Anne Fitzgerald, as Corporate Secretary of
The New Floirda Industrial Electric, Inc and who

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Martha Schardin
Notary Public, State of Florida

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 6.6 –AFFIDAVIT OF ANTI-COLLUSION FORM

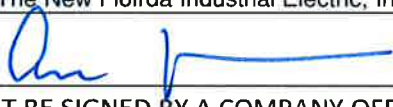
ANTI-COLLUSION STATEMENT BID FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: The New Florida Industrial Electric, Inc

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

PRINTED SIGNATURE: Anne Fitzgerald

TITLE: Corporate Secretary

ADDRESS: 291 Specialty Point

Sanford

CITY: STATE: Florida ZIP CODE: 32771

407-379-1784

TELEPHONE: FAX:

COMPLETION TIME: 227 days

F.E.I.N. NUMBER: 20-2950491

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON):

This document must be completed and returned with your Submittal

FORM 6.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 6.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

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

This document must be completed and returned with your Submittal

Form 6.7 – Statement of Vendor’s Qualifications

- A. The New Florida Industrial Electric, Inc.
- B. 291 Specialty Point, Sanford, FL 32771
- C. 6/1/05
- D. Florida
- E. 13 years
- F. See attached
- G. FIE’s Department of Transportation Division specializes in traffic signalization, roadway lighting, roadway signing, roadway structures, intelligent transportation systems(ITS), variable message signs, emergency response services, roadway video monitoring systems, vehicle detection systems and emergency vehicle traffic management systems.
- H. We have never failed to complete work and have no lawsuits or judgements against us in the last 3 years
- I. We have never defaulted on a contract
- J. See attached
- K. See attached
- L. See attached
- M. See attached
- N. \$250,000 open line of credit
- O. Julissa DeGusipe Vice President Relationship Manager, Chase Bank, 407-489-3570
- P. Yes, we will provide an required information

F.

[illegible]

J. List the more important projects recently completed

Project	Cost	Completion
SR 408/SR 417 Interchange Improvements Phase 1	\$ 1,099,562.00	11/9/2017
LYNX Parramore BRT Expansion	\$ 1,781,521.00	1/12/2017
SR 520 From Erik Ct to the Banana River Relief Bridge and at Sykes Creek Pkwy Intersection	\$ 1,548,037.00	4/14/2016
SR 700 (US98) and SR 37 from SR 35 (US17 to the Peace River Bridge and at the Intersection of CR 640 (Pinecrest Road)	\$ 674,781.00	4/28/2016

K.

EQUIPMENT LIST

UNITID	STATUS	EMPLOYEE	JOB	YEAR	MAKE	MODEL	S#/VIN	DESCRIPTION
0001	JOBSITE	JOE HEBERLING	63006	2005	STERLING	LT7500	2FZHATDC05AU00001	23 TON BOOM CRANE TRUCK
0058	JOBSITE	JOE HEBERLING	63002	2008	FORD	F250	1FTSX21508EC40058	4X4 SD - XL UTILITY BOX WHT
0292	ASSIGNED	PATRICK SKIPPER		2016	RAM	3500	3C7WRTCL2GG140292	4X4 CREW CAB UTILITY
1027	ASSIGNED	CONRAD EIGENMANN		2015	FORD	F-350	1FT8W38T0FEA31027	4X4 CREW CAB PICK UP
1148	ASSIGNED	AUSTIN MARTIN	53007	2008	FORD	F250	1FTSX21538EB11148	4X4 SC UTILITY BOX
1587	JOBSITE	JOE HEBERLING	63006	2007	FORD	F550	1FDAF56P27EB31587	38' BUCKET TRUCK
2322	ASSIGNED	BRAD KNISPEL	AES	2014	RAM	2500	3C6TR4CT0EG262322	4 X 2 CREW CAB PICK UP
2456	ASSIGNED	TEDDY DAVIS		2014	FORD	F-250	1FD7X2B64EEB52456	4X4 SUPER CAB UTILITY
2940	ASSIGNED	JOE HEBERLING		2016	RAM	2500	3C6UR5HJ7GG152940	4X4 CREW CAB UTILITY
3186	JOBSITE	JOE HEBERLING	63006	2006	FORD	F350	1FDWW37PX6ED53186	4X4 CREW CAB
4981	SHOP		sanford	2017	RAM	2500	3C6UR5HL1HG644981	4X4 CREW CAB UTILITY
5981	ASSIGNED	MICHELE BUCK		2011	HONDA	CR-V	5J6RE3H58BL055981	4 DOOR SPORT UTILITY
6958	ASSIGNED	DAVID WALLACE		2017	NISSAN	PATHFINDER	5N1DR2MM1HC686958	4 DOOR SPORT UTILITY 4X4
7199	ASSIGNED	DAVID SMITH	63005	2015	RAM	5500	3C7WRNAL7FG607199	4x4 40' BUCKET TRUCK
7457	ASSIGNED	DAVID CAULKETT		2017	NISSAN	PATHFINDER	5N1DR2MM6HC687457	4 DOOR SPROT UTILITY 4X4
7579	JOBSITE	JOE HEBERLING	63002	2002	FREIGHTLINER	FL-70	1FYZBTBS22HJ27579	RED FLATBED DUMP
7754	JOBSITE	JAMES CARTER	63005	2008	FORD	F250	1FTSX20528EC17754	SD 4x2 WHITE SUPERCAB
7787	ASSIGNED	HARRY MCDONALD		2017	RAM	3500	3C63R3GL4HG697787	4X4 CREW CAB UTILITY
8158	ASSIGNED	RUSSELL PHOENIX	53007	2009	FORD	F250	1FTSX21509EB08158	SUPER CAB UTILITY BOX 4X4
8170	JOBSITE	PATRICK SKIPPER	53007	2017	FREIGHTLINER	114SD	3ALHG3DVXHDJD8170	30 TON BOOM TRUCK
8346	ASSIGNED	JAMES CARTER		2016	RAM	2500	3C6UR5HL6GG148346	4X4 CREW CAB UTILITY
8401	SHOP		sanford	2013	FORD	F-150	1FTFW1CF2DFB38401	Crew Cab Pick Up
8991	ASSIGNED	COREY ROBINSON		2014	RAM	3500	3C7WRTCL4EG288991	4X4 CREW CAB UTILITY
9080	ASSIGNED		AES	2014	FORD	F-150	1FTVX1CF7EKD09080	4X2 SUPER CAB PICK UP
9347	JOBSITE	JAMES CARTER	63005	2001	INTERNATIONAL	2654	1HTGHADR61H359347	AUGER
9940	ASSIGNED		AES	2017	NISSAN	NV2500HD	1N6BFOLY9HN809940	CARGO VAN
9983	JOBSITE	JOE HEBERLING	63006	2008	FORD	F250	1FTSX21588EC39983	4X4 SD XL UTILITY BOX
AC10	JOBSITE	JAMES CARTER	63005	2003	SULLIVAN	D1858Q7JD	23059	AIR COMPRESSOR

UNITID	STATUS	EMPLOYEE	JOB	YEAR	MAKE	MODEL	S#/VIN	DESCRIPTION
FL2	SHOP		sanford	2001	TCM	FG25N5	A31T59785	FORKLIFT
SS6	SHOP		sanford	2006	MULTIQUIP	SP2S13H20	AH0305677	STREET SAW
750-07	SHOP		sanford	2000	K&D	EXPRESS	1E9ES1218YC103395	WHITE BOX TRAILER
750-14	SHOP		sanford	2004	LOAD TRAIL	CH205T	4ZECF202941175108	BLACK EQUIPMENT TRAILER
750-15	SHOP		sanford	1997	TEXS	SGL AXLE	BT40074	BLACK TRAILER W/RAMPS
750-16	JOBSITE		63002	2003	TEXS	SPOOL	BT40997	GREEN WIRE TRAILER
750-22	JOBSITE	HARRY MCDONALD	61006	2003	TEXS	TANDOM AXLE	BT40999	GREEN BOX TRAILER W/RAMP
750-23	SHOP		sanford	2005	load trail	CH207T	4ZECF202251001530	BLACK TRAILER
750-25	SHOP		sanford	2002	TEXS	SPOOL	BT40971	RED WIRE REEL TRAILER
750-27	JOBSITE	JOE HEBERLING	63002	1998	TEXS	SPOOL	BT40304	GREEN REEL WIRE TRAILER
750-28	SHOP		sanford	1998	TEXS	DUAL AXLE	BT40303	GREEN TRAILER W/RAMP
750-33	JOBSITE	PATRICK SKIPPER	63002	2000	RE		1ZHUS1622XS129043	BLACK DUAL AXLE 16' UTILITY TRL
750-34	JOBSITE		61001	2003	TEXS		BT41052	TANDEM AXLE TRAILER W/MESH RA
750-35	SHOP		sanford	1998	WELLS CARGO	SW8	1WC200C15W3039572	WHT 5X8 GO CART TRLR
750-40	SHOP		sanford	1995	WELLS CARGO		1WC200H26S3031346	WHITE BOX TRAILER
750-41	SHOP		sanford	2002	HMDE		NOVIN0200235451	GREEN WIRE REEL TRAILER
750-42	SHOP		sanford	2001	HMDE		NOVIN0200236431	GREEN LOOP TRAILER
750-44	ASSIGNED	CONRAD EIGENMANN		2005	PACE	RT8524TA2H	4FPWB24225G091776	WHITE CARGO TRAILER
750-47	JOBSITE	JOE HEBERLING	63002	2006	EMERSON	HAMMERHEAD	1E9CH20256L252126	YELLOW EQUIPMENT TRAILER
750-48	SHOP		sanford	2002	EXPRESS	T710665	5GLBE16262C000135	ENCLOSED CARGO TRAILER
750-50	SHOP		sanford	2005	TRIPLE CROWN	UTILITY	1XNU6X12551007124	BLACK W/RAMP GATE TRAILER
750-52	ASSIGNED	CONRAD EIGENMANN		2007	PACE	SL816TA3	4FPAB16267G118448	ENCLOSED TRAILER
750-53	JOBSITE	JAMES CARTER	63005	2015	TRIPLE CROWN	6X12HD	1XND612H6F1062506	6' x 12' HD DUMP TRAILER
750-54	JOBSITE	JOE HEBERLING	63002	2016	TRIPLE CROWN	7X24EQ	1NXC24142G1066917	7' X 24' EQUIPMENT TRAILER
750-55	ASSIGNED	JAMES CARTER	63005	2016	TRIPLE CROWN	7X24EQ	1XNC2414G1070174	7' X 24' EQUIPMENT TRAILER
750-56	JOBSITE	PATRICK SKIPPER	63002	2016	TRIPLE CROWN	7X24EQ	1XNC2414G1070734	7' X 24' EQUIP.EMT TRAILER
CD1	SHOP		sanford	2006	CAL TRAILER	UTILITY	1C9U108A861814874	CORE DRILL TRAILER
ST14	SHOP		sanford	1982	FRUEHAUF		1H2R04521CH026807	GREEN STORAGE TRAILER

L. Similar Work - Street Lighting

Project Name SR 528 Innovation Way Interchange
Project Address SR 528 Innovation Way Interchange
Owner Central Florida Expressway Authority
Architect VHB
GC Lane Construction
Amount \$ 4,794,313.00
Scope Overhead trusses, Signage, Signalization, Street lighting & Fiber optics
Completion Date June-18

Project Name SW 16th Ave Roadway Modification
Project Address SW 16th Avenue, From Archer Road to SW 13th Street
Owner City of Gainesville
Architect Kimley-Horn
GC VE Whitehurst
Amount \$ 724,535.00
Scope Installation Upgrades for Traffic Signals, Street Lighting and Single Post Signs
Completion Date February-15

Project Name SR15/600 Interchange at SR436
Project Address SR15/600 Interchange at SR436
Owner Central Florida Expressway Authority
Architect DRMP
GC Lane Construction
Amount \$ 3,087,635.00
Scope Signalization, Street Lighting, Signing & ITS
Completion Date October-15

Project Name SR 417 and SR 408 Systems Interchange Modifications
Project Address SR 417 and SR 408 Interchange
Owner Orlando Orange County Expressway Authority
Architect RD&H
GC Lane Construction
Amount \$ 6,684,300.00
Scope Overhead trusses, Signage, Signalization, Street lighting & Fiber optics
Completion Date April-13

Conrad Eigenmann

President/Chief Executive Officer

Mr. Eigenmann has obtained superior knowledge in the electrical field over his 39 year career and is a Medium and High Voltage Systems Consultant. Additionally, he has completed classes and in Business Management, Contracting, Labor Law, Florida Business Law and Foreman & Leadership seminars.

Conrad executes company strategies and oversees day to day operations, consisting of: project management – including all aspects of every project from estimate to close out, manpower, equipment, estimating, training, purchasing, safety, public relations and business development. His dedication to Florida Industrial Electric over the years has ensured its growth and longevity as well as its sterling reputation in the construction industry.

Mr. Eigenmann's leadership and business experience includes:

- Founded and Incorporated Florida Industrial Electric in 1980
- Resigned from position as stockholder/owner of Florida Industrial Electric and purchased Spaceport Cycles, a full-line Yamaha and Suzuki dealership in 1994
- In 1999, at the request of Integrated Electrical Services, Inc., FIE's parent company (acquired in 1998), returned to Florida Industrial Electric as Chief Operations Officer
- Resumed Office as President of FIE in June 2000
- Re-purchased Florida Industrial Electric in 2007

Education / Certifications

- Certified Electrical Contractor (EC13003619)
- NECA Foreman School
Graduated – 1979
- NECA Contract Law Graduated – 1979
- Charlotte Technical Training Institute – General Electric Apparatus Testing School
- Chairman – Titusville Area Chamber of Commerce, 1999

Experience

- With FIE 32 Years
- Total 39 Years

Areas of Expertise

- High Voltage Electrical
- Business and Law
- Business Innovation and Growth



Michael Scharf

Executive Vice President

Mr. Scharf has over 20 years of business experience. He has a proven record of accomplishments in planning and leading comprehensive company strategies in support of business goals and objectives; driving Florida Industrial Electric's growth through sound business development strategies.

Some of Mr. Scharf's professional experience includes:

- Operations Management
- Business development including managing marketing, budgeting, accounting and business relations
- Contract development, management and negotiations resulting in profits to the bottom line of all operations for Florida Industrial Electric
- Strategic planning managing construction budgets, sub-contractor's change orders and deviations of all jobs, and monitoring performance and quality
- Bonding and insurance oversight
- Strong analytical skills and the ability to breakdown complex operations and identify essential functions
- Supervises all staff in safety, purchasing, equipment, information technology and administration
- Proven ability to manage the financial operations of the company
- Extensive computer software and hardware knowledge

Education / Certifications

- University of Florida – BS Business Administration
- Florida Safety Council – Blood Bourne Pathogen CBT, CPR, First Aid, Defensive Driving

Experience

- With FIE 20 Years
- Total 20 Years

Areas of Expertise

- Business Operations
- Contract Administration
- Risk Management
- Safety



David Caulkett

Project Manager

Mr. Caulkett has 39 years of electrical and supervisory experience on numerous construction projects. He has strong communications and public relations skills which enable him to work well with customers, owners and contractors. Crews under his supervision have installed, integrated, operated and maintained Traffic Signalization, Street Lighting, Overhead Cantilever Signage, Lighted Overhead Truss Signs and Fiber Optics.

Some of Mr. Caulkett's key projects include:

- Division Avenue Streetscape, City of Orlando
- Lee Vista Blvd. and Econ Trail Signalization, City of Orlando
- District wide Pushbutton (Signalization), Florida Department of Transportation District 7
- SR 64 (Manatee Avenue) Signalization Improvements, Florida Department of Transportation
- District wide Pushbutton (Signalization), Florida Department of Transportation District 5
- SR 408 & Good Homes Road Interchange Improvements, Orlando Orange County Expressway Authority
- SR 15/600 Interchange Improvements, Florida Department of Transportation District 5
- Lynx Parramore BFT Expansion, Central Florida Regional Transportation Authority dba LYNX

Education / Certifications

- Dean Institute of Technology
– AA Electrical Technology
- IMAS Level 1 & II Traffic Signal Tech
- IMAS Work Zone Safety
- Florida Safety Council –
Blood Borne Pathogen
CBT, CPR, First Aid

Experience

- With FIE 9 Years
- Total 39 Years

Areas of Expertise

- FDOT Highway Construction
- Heavy Highway Construction
- Traffic Control Devices
- Roadway Lighting



David Pruitt

Project Manager

Mr. Pruitt has 13 years of construction experience with extensive experience with FDOT Roadway Lighting Projects. He has been responsible for \$17 million dollar lighting maintenance contracts, while maintaining a 98% functional FDOT roadway lighting system. Crews under his supervision have installed and maintained Roadway Lighting.

Some of Mr. Pruitt's key projects include:

- **SR 91 / Florida Turnpike LED Lighting Retrofit**, Florida Department of Transportation, District 8 (Miami to Orlando)
- **Airport Roadway Lighting Maintenance**, Greater Orlando Aviation Authority (GOAA)
- **Airport LED Lighting Retrofit**, Greater Orlando Aviation Authority (GOAA)
- **Roadway Lighting Maintenance**, Hillsborough County
- **Roadway Lighting Maintenance**, FDOT, District 2, 3, 4, 5, 6, 7
- **CSX-TDSI Orlando Lighting Maintenance**, Pinnacle Rail Operations

Education / Certifications

- FDOT Temporary Traffic Control
- Tier 1 – Illicit Discharge Detection and Elimination Training

Experience

- With FIE 4 Months
- Total 13 Years

Areas of Expertise

- Roadway Lighting
- Lighting Maintenance
- Low Voltage
- Material Acquisition



David Wallace

Project Manager

Mr. Wallace has 13 years of construction experience with extensive knowledge in material acquisitions. He has allocated necessary project resources including subcontractors, suppliers and company labor to ensure projects are completed on time and on budget. Crews under his supervision have installed, Traffic Signalization, Street Lighting, Overhead Cantilever Signage, and Lighted Overhead Truss Signs.

Some of Mr. Wallace's key projects include:

- **SR 408 Conway to Oxalis**, Orlando Orange County Expressway Authority
- **I-4 Ultimate**, Florida Department of Transportation District 5
- **SR 408/SR 417 Interchange Improvements Phase 1**, Central Florida Expressway Authority
- **SR 429-205 System Interchange**, Central Florida Expressway Authority
- **SR 408 Widening from Hiawassee Road to Good Homes Road**, Central Florida Expressway Authority
- **SR 417/Lake Nova Blvd Interchange Toll Plazas**, Orlando Orange County Expressway Authority

Education / Certifications

- FDOT Temporary Traffic Control
- Fork Lift Operator
- Florida Safety Council – Blood Borne Pathogen CBT, CPR, First Aid

Experience

- With FIE 7 Years
- Total 13 Years

Areas of Expertise

- Overhead Structures
- Material Acquisition
- Traffic Signalization



James Carter

Project Superintendent

Mr. Carter has over 23 years of field and supervisory experience on numerous Department of Transportation projects that include Traffic Signalization, Vehicle Detection and Surveillance Systems, Traveler Information Devices and Fiber Optic Telecommunications Systems. He is very detail oriented, which enables him and his crews to complete work in a timely manner with outstanding workmanship.

Some of Mr. Carter's key projects include:

- **SR 528 Dallas Boulevard Mainline and Ramp Toll Plazas**, Orlando Orange County Expressway Authority
- **SR 408 @ SR 417, Overhead Signs, Fiber, Lighting, Traffic Signals**, Orlando Orange County Expressway Authority
- **Amway Center Streetscape and Signals**, City of Orlando
- **Division Avenue Streetscape and Signals**, City of Orlando
- **Annual Signalization Maintenance Agreement**, City of Orlando
- **I-95 Jacksonville from I-10 to Airport Road**, Florida Department of Transportation
- **SW 16th Ave Roadway Improvements**, City of Gainesville
- **District-Wide Pushbutton E5W18**, (Quick Response Traffic Operation Improvements), Florida Department of Transportation – District 5
- **District-Wide Pushbutton E5W71**, (Signalization, Signing, Pavement Marking and minor concrete improvements), Florida Department of Transportation – District 5

Education / Certifications

- Advanced MOT
- IMSA Traffic Signal Inspector
- IMSA Traffic Signal Tech – Level 1 & 2
- NEC ARC Flash Course
- OSHA 30
- Florida Safety Council – Blood Borne Pathogen CBT, CPR, First Aid

Experience

- With FIE 11 Years
- Total 23 Years

Areas of Expertise

- Traffic Signalization
- Vehicle Detection



Ted Davis

Project Superintendent

Mr. Davis has over 42 years of electrical and supervisory experience on numerous multi-million dollar projects that included Computerized Traffic Signalization Systems, Vehicle Detection and Surveillance Systems, Traveler Information Devices, all forms of Communication Infrastructure and Traffic Control Systems. He has managed crews that have installed, tested, integrated, operated and maintained over one million linear feet of Integrated Fiber Optic Telecommunications Network, and numerous VMS, Vehicle Detection and Surveillance.

Some of Mr. Davis's key projects include:

- **SR 528 Dallas Boulevard Mainline and Ramp Toll Plazas, Orlando Orange County Expressway Authority**
- **SR 408 Hiawassee to Tampa Ave, Orlando Orange County Expressway Authority**
- **SR 429 Western Beltway, Orlando Orange County Expressway Authority**
- **SR 408 Conway to Oxalis, Orlando Orange County Expressway Authority**
- **I-4 Expansion Orange Blossom Trail to Lee Road, Florida Department of Transportation**
- **CFCRT Station Finishes 2 (Sunrail), Florida Department of Transportation District 5**
- **Lynx Parramore BRT Expansion, Central Florida Regional Transportation Authority dba LYNX**

Education / Certifications

- ABC – Electrical Apprentice Program
- Journeyman Electrician – License No. 3722
- IMSA Certified Level II Traffic Signal Technician
- IMSA Certified Traffic Signal Inspector
- FDEP –Florida Stormwater Qualified Inspector
- NEC ARC Flash Course
- Florida Safety Council – Blood Borne Pathogen CBT, CPR, First Aid

Experience

- With FIE 42 Years
- Total 42 Years

Areas of Expertise

- Fiber Optic Conduit Installation
- High Mast/Roadway Lighting
- Cantilever Structures



Joe Heberling

Project Superintendent

Mr. Heberling has 33 years of electrical and supervisory experience specializing in Highway DOT projects. He is responsible for daily production, scheduling, scope of work and 2 week look-a-heads. Crews under his supervision have installed, integrated, operated and maintained MOT, Traffic Signalization, Street Lighting, Signage, Overhead Cantilever Structures, Lighted Overhead Truss Signs and Fiber Optics/ITS.

Some of Mr. Heberling's key projects include:

- SR 528 Dallas Boulevard Mainline and Ramp Toll Plazas, Orlando Orange County Expressway Authority
- SR 408 Hiawassee to Tampa Ave, Orlando Orange County Expressway Authority
- SR 429 Western Beltway, Orlando Orange County Expressway Authority
- SR 408 Conway to Oxalis, Orlando Orange County Expressway Authority
- I-4 Expansion Orange Blossom Trail to Lee Road, Florida Department of Transportation
- SR 417/SR 408 System Interchange Modifications, Orlando Orange County Expressway Authority
- SR 15/600 Interchange Improvements, Florida Department of Transportation District 5

Education / Certifications

- MOT Certified
- OSHA 10 Hour
- Fork Lift Operator
- Heavy Equipment School
- NEC ARC Flash Course
- Florida Safety Council – Blood Borne Pathogen CBT, CPR, First Aid

Experience

- With FIE 23 Years
- Total 33 Years

Areas of Expertise

- Highway Signage
- Underground
- Cantilever Structures



Patrick Skipper

Project Superintendent

Mr. Skipper has 18 years of electrical and supervisory experience specializing in Highway DOT projects. He has experience in equipment operations, building services, pulling wire, As-Built drawings and crew management. Crews under his supervision have installed, integrated, operated and maintained MOT, Traffic Signalization, Street Lighting, Signage, Overhead Cantilever Structures, Lighted Overhead Truss Signs and Fiber Optics/ITS.

Some of Mr. Skipper's key projects include:

- **SR 408/417 Interchange Improvements Phase 1, Central Florida Expressway Authority**
- **Lynx Parramore BRT Expansion, Central Florida Regional Transportation Authority dba LYNX**
- **SR 429 Destination Signage Update, Orlando Orange County Expressway Authority**
- **SR 408 Conway to Oxalis, Orlando Orange County Expressway Authority**
- **Division Avenue Streetscape Project, City of Orlando**

Education / Certifications

- Florida Electrical Apprenticeship Training
- OSHA 10 Hour

Experience

- With FIE 8 Years
- Total 18 Years

Areas of Expertise

- Lighting
- Traffic Signals
- ITS



(Form 6.7 Statement of Vendor's Qualifications – Page 2)

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

The New Florida Industrial Electric, Inc

Name of Business

By: 

Printed Name: Anne Fitzgerald

Title: Corporate Secretary

STATE OF Florida

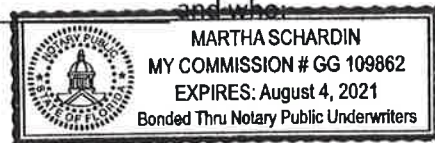
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this ____ day of June, 20____, by
Anne Fitzgerald, as Corporate Secretary of
The New Florida Industrial Electric, Inc and who

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.





Notary Public, State of Florida

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 6.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

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

(Do not include the City of Port Orange)

1. Company Name: Lane Construction
Contact Person: Ben Charles
City, State: Maitland, FL
Telephone Number: 863-581-7776
Email Address: BTCharles@laneconstruct.com
Description of goods or
Services provided: Overhead truss signs, signage, signalization, street lighting & fiber optics
Contract Amount: \$4,794,313
Start/End Date of Contract: July 2016 - June 2018
2. Company Name: V.E. Whitehurst
Contact Person: Chris Burleson
City, State: Williston, FL
Telephone Number: 352-528-2101
Email Address: jcb@atlantic.net
Description of goods or
Services provided: Traffic signals, street lighting & single post signs
Contract Amount: \$724,535
Start/End Date of Contract: June 2014 - February 2015
3. Company Name: PRS Auto
Contact Person: Josh Lopez
City, State: Orlando, FL
Telephone Number: 321-210-4224
Email Address: jorshua.lopez@rmsintermodal.com
Description of goods or
Services provided: High mast lighting repairs
Contract Amount: \$96,800
Start/End Date of Contract: December 2017 - May 2018

This document must be completed and returned with your Submittal.

FORM 6.9 – LISTING OF SUBCONTRACTORS

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

Subcontractor No. 1

Name: Future Works Communications, Inc.

Description of Work: Directional Drilling

Percent of Contract Price: 16.32%

Previous Experience Together: Yes/No No

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal



FORM 6.10 – NOTE TO VENDORS

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also, include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug-Free Workplace: A statement as to if your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO): All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: 

Printed/Types Name: Anne Fitzgerald Title: Corporate Secretary

Commodity/Services Electrical Contractor, Roadway signage & lighting, Traffic signals, Fiber optics, ITS

This document must be completed and returned with your Submittal

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

The New Florida Industrial Electric, Inc.

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

Florida Industrial Electric

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

291 Specialty Point

6 City, state, and ZIP code

Sanford, FL 32771

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

2	0	-	2	9	5	0	4	9	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

6/12/18

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



NEWFLOR-01

VARAN1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2018

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

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

PRODUCER Construction Casualty Insurance, LLC 3637 4th Street North Suite 310 Saint Petersburg, FL 33704	CONTACT NAME: Angela Vargas		
	PHONE (A/C, No, Ext): (727) 222-0680	FAX (A/C, No): (727) 502-2191	
	E-MAIL ADDRESS: avargas@constructioncasualty.com		
INSURED The New Florida Industrial Electric, Inc. 291 Specialty Point Sanford, FL 32771	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : HDI Global Insurance Co		41343
	INSURER B : Bridgefield Employers Ins Co		10701
	INSURER C :		
	INSURER D :		
	INSURER E :		
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	EGGCC000236817	08/31/2017	08/31/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	EAGCC000236817	08/31/2017	08/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000 \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	X	X	EXAG000236817	08/31/2017	08/31/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X 0830-54731	08/31/2017	08/31/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When required by written contract the certificate holder is an additional insured with respects to the General, Auto & Excess Liability on a primary and non-contributory basis. Waiver of subrogation is granted in favor of the additional insured with respects to all policies herein. When required by written contract, 30 days notice of cancellation will be provided to the certificate holder. To request changes or endorsements please contact Certs@constructioncasualty.com

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



FLORIDA INDUSTRIAL ELECTRIC

291 Specialty Point
Sanford, FL 32771
(407) 331-1551

June 12, 2018

Drug Free Workplace Program Statement

The New Florida Industrial Electric, Inc. has a drug free workplace program as described in Section 287.087 of the Florida Statute.

Anne Fitzgerald
Corporate Secretary

The New Florida Industrial Electric, Inc

hereafter referred to as 'the Company' or 'this Company' has adopted this policy and plan

Date: 08/29/16

By:

Michael J. Scharf, Exec Vice President

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

EEO/AA POLICY AND PLAN

EEO/AA POLICY STATEMENT

It is the policy of this Company to comply and cooperate to the fullest extent with all applicable regulations of the Equal Employment Opportunity Provisions of the Civil Rights Act of 1964, Executive Order 11246, the Rehabilitation Act of 1973 (29 U.S.C. 793), the Americans with Disabilities Act (ADA) of June 26, 1990 and the Vietnam Era Veterans Readjustment Assistance Act of 1972, all as amended. This policy pertains, as far as the responsibility of this Company is concerned, to any arrangement under which employees, including trainees, are selected for work.

It is the policy of this Company not to discriminate against any employee or applicant for employment because of race, religion, color, age, sex, and national origin, disabilities or Vietnam Era and Special Disabled Veterans status.

This Company will take affirmative action to assure an equal employment opportunity to all qualified persons, and that employees are treated equally during employment without regard to their race, religion, color, age, sex, national origin, disabilities, or Vietnam Era and Special Disabled Veteran's status. Such action shall include but not be limited to:

1. Employment, upgrading, demotion, or transfer.
2. Recruitment and recruitment advertising
3. Layoff or termination
4. Rate of pay or other forms of compensation
5. Selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training.

EEO OFFICER DUTIES

It is the policy of this Company to continuously maintain the appointment of an Equal Employment Opportunity Officer (EEO Officer). The name and contact information for the EEO Officer will be communicated along with this policy. The EEO Officer has responsibility for effectively administering and promoting an active program of equal employment opportunity. The EEO Officer will coordinate the EEO efforts of superintendents, supervisors, foremen and others in the position of hiring personnel.

This Company's EEO Officer has the responsibility for effectively administering and promoting an active program of equal employment opportunity within the Company. The EEO Officer will make recommendations, where appropriate, to correct any deficiencies found in the Company's program. The EEO Officer will ensure that this policy and plan are being carried out.

EEO/AA PLAN

It is the policy of this Company that there not be any discrimination by virtue of race, religion, color, age, sex, national origin, disabilities or Vietnam Era and Special Veterans status, in the functions of hiring, placement, up-grading, transfer or demotion. In addition, there shall not be any discriminatory practices in recruitment, advertising, or solicitation for employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination, or treatment during employment. The Company has affirmative action obligations in the hiring of minorities, females, disabled and veteran's applicants.

We will not use goals, timetables or affirmative action standards to discriminate against any person because of their race, religion, color, age, national origin, disabilities, or Vietnam Era and Special Disabled Veteran's status.

This Company shall take specific affirmative actions to ensure equal opportunity. Our compliance with this policy and plan shall be based upon our efforts to achieve maximum results from our actions and we shall document our efforts fully. This Company will implement specific affirmative action steps, at least as extensive as the following actions to ensure equal employment opportunity:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all times and in all facilities at which our employees are assigned to work. We shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out our obligations to maintain such a working environment.
2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when we have employment opportunities available, and maintain a record of the organization's responses.
3. Maintain a current file of the names, addresses and telephone number of each minority and females off-the-street applicant or female referral from a union and minority or female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. When applicable if such individual was sent to the Union hiring hall for referral and was not referred back to the Company by the union or, if referred, not employed by the Company, this shall be documented in the file with the reason therefore, along with whatever additional actions the Company may have taken.

4. When applicable provide immediate written notification to the Director when the union or unions with which we have a collective bargaining agreement have not referred to us a minority person or woman sent by us, or when we have other information that the union referral process has impeded our efforts to meet our obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Company's employment needs, especially those programs funded or approved by the Department of Labor. We shall provide notice of these programs to the sources complied under "2" above.
6. Disseminate the company EEO policy notice by providing notice to the unions and training programs and requesting their cooperation in assisting us in meeting our EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the Company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
8. Disseminate the Company EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and proving written notification to and discussing the company EEO policy with other contractors and subcontractors with whom the company does or anticipates doing business.
9. Direct our recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to female recruitment and training organizations serving our recruitment area and our employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, we shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. We will encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of our workforce.

11. Validate all test and other selection requirements where there is an obligation to do so under 41 CFP Part 60-3.
12. Conduct at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to prepare for, through appropriate training, etc. such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and our obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the company EEO policies and affirmative action obligations.

RECORDS

This company will keep records to monitor all employment related activity to ensure that the company's EEO policy is being carried out. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates and changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed.

REPORTING OF COMPLAINTS

If at any time anyone feels he or she has been discriminated against because of sex, race, religion, color, age, national origin, disabilities or Vietnam Era and Social Disabled Veteran status, they should report this matter to the company EEO Officer whose name and contact information is communicated along with this policy.

The EEO Officer will investigate all complaints of alleged discrimination made to the company in connection with its contractual obligations. The EEO Officer will attempt to resolve such complaints, corrective actions to be taken and will then follow up on actions taken and their effect. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include such other persons. Upon completion of each investigation, the EEO Officer will inform every complainant of all of his or her avenues of appeal. The addresses shown below are such avenues for appeals.

Company EEO Officer See name and contact information subsequently shown or posted.	Florida Commission on Human Relations 2009 Apalachee Parkway, Tallahassee, FL 32303-4102 (850) 488-7082 or (800) 342-8170
U.S. Dept. of Labor, Regional Director Office of Federal Contract Compliance 61 Forsyth Street, SW, Room 7B-75 Atlanta, GA 30303 (404)-562-2424	U.S. Federal Highway Administration 545 John Knox Road Suite 200 Tallahassee, FL 32303 (850) 942-9650
U.S. Equal Employment Opportunity Commission Miami District Office One Biscayne Tower, Suite 2700 Miami, FL 33131 (800) 669-4000	U.S. Equal Employment Opportunity Commission Tampa District Office 501 East Polk Street, Suite 1020 Tampa, FL 33602 (800) 669-4000

-end: EEO/AA Policy & Plan-

The New Florida Industrial Electric, Inc has made the following
designation in accordance with the EEO/AA Policy and Plan.
Date: 08/29/16 By:
Michael J. Scharf, Exec Vice President

**EQUAL EMPLOYMENT OPPORTUNITY OFFICER:
EEO OFFICER**

NAME: Michael J. Scharf

ADDRESS: 291 Specialty Point, Sanford, FL 32771

PHONE: 407-379-1722

FORM 6.11 – CERTIFICATION OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Vendor acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Vendor further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (Florida Statute, Sections 553.60-553.64) and the Occupational Safety and Health Administrations excavation safety standards as they may be amended from time-to-time.

BY: The New Florida Industrial Electric, Inc

Name of Business



Authorized Signature

06/13/18

Date

This document must be completed and returned with your Submittal

Form 6.12 – Disadvantaged Business Enterprise (DBE) Participation Statement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
10/14
Page 1 of 2

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: www.dot.state.fl.us/proceduraldocuments/.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION275-030-11
EQUAL OPPORTUNITY OFFICE
10/14
Page 2 of 2**DBE/AA Plans**

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the " " space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

If applicable, all required DBE documentation must be completed and returned with your Submittal



Orange County Business Development Division
P.O. Box 1393
Orlando, Florida 32802-1393
407-836-7345
businessdevelopment@ocfl.net

JOHN B. WEBB & ASSOCIATES, INC.

Has Been Certified As A

WOMAN BUSINESS ENTERPRISE

Approved Lines Of Business:

**STATE OF FLORIDA CERTIFIED SURVEYING & MAPPING
BUSINESS AND STATE OF FLORIDA PROFESSIONAL
ENGINEER**

This certificate is valid:
February 2016 through February 2018

Sheena Ferguson, Manager
February 29, 2016

State of Florida

Woman Business Certification

John B. Webb & Associates, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

01/25/2017 to 01/25/2019



Chad Poppell, Secretary
Florida Department of Management Services



office of supplier
DIVERSITY
Office of Supplier Diversity



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

REGISTERED VENDOR NO. 119291

February 15, 2017

Joelle DeVane
WBE Environmental, Inc.
d/b/a Florida Silt Fencing
895 Diplomat Dr. Ste. 107E
Debary, FL 32713

CERTIFICATION EXPIRATION DATE
February 15, 2020

Dear Ms. DeVane:

The South Florida Water Management District (District) has certified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

Erosion and Sediment Control Installer

Your submittal of bids or proposals to supply other products or services outside of this specialty(s) will not count toward SBE participation. If you require certification in other areas of specialty, please contact the Procurement Department, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested within 45 days prior to the above expiration date.

If any changes occur within your company during the certification period (such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status), you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. **FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.**

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's solicitation database. Upon requesting or downloading a bid or proposal package your firm must respond by submitting a bid or proposal or submit a *Statement of No Response* form. This is very important, for failure to respond to three (3) solicitations will result in your company being removed from the District's solicitation database.

Sincerely,

A handwritten signature in blue ink that reads "Sandra Hammerstein".

Sandra Hammerstein
Sr. Compliance Specialist
Procurement Department

State of Florida

Woman Business Certification

WBE Environmental, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

12/13/2016 to 12/13/2018



Chad Poppell, Secretary
Florida Department of Management Services



office of supplier
DIVERSITY
What we do, doing what others won't



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

August 18, 2011

JOELLE R DEVANE
WBE ENVIRONMENTAL INC DBA FLORIDA SILT FENCING
915 DIPLOMAT DR SUITE 101F
DEBARY FL 32713

ANNIVERSARY DATE - Annually on December 31

Dear Ms. Devane:

The Florida Department of Transportation (FDOT) is pleased to announce that your firm has been certified under Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) **in accordance with 49 Code of Federal Regulation Part 26.**

DBE Certification is continuing, but it is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY **no later than the Anniversary Date.**

Only firms listed in the UCP DBE Directory are certified by Florida UCP Members. Prime contractors and consultants should verify your firm's DBE certification status, **and identify the work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed through the Department's website: www.dot.state.fl.us/equalopportunityoffice and then selecting "DBE Directory".

DBE certification is NOT a guarantee of work. It allows your firm to compete for and perform contract work on ALL USDOT Federal Aid (FAA, FTA, and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If, at any time there is a material change you must advise this office, by sworn affidavit and supporting documents, within thirty (30) days. Changes include, but are not limited to, ownership, officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to do so will

be deemed a failure, on your part, to cooperate, and will result in immediate action to remove DBE certification.

Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE credit for work performed in the following areas:

NAICS

23899 -All Other Specialty Trade Contractors
541618 -Other Management Consulting Services
54162 -Environmental Consulting Services
56173 -Landscaping Services

FDOT Specialty Codes

104 -Temporary Erosion Control
570 -Grassing
575 -Sodding
950 -Environmental Consulting Services
980 -Other Business Services(nec)

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our fax number is (850) 414-4879.

Sincerely,



Victoria Smith
DBE Certification Manager

FORM 6.13 – E-VERIFY ACKNOWLEDGEMENT

Contract No: ITB: 17-32
Financial Project No(s): _____
Project Description: SR 421 Dunlawton Ave Lighting from Spruce Creek Rd to SR 5 (US1)

Contractor acknowledges and agrees to the following:

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

Company/Firm: The New Florida Industrial Electric, Inc

Authorized Signature: 

Title: Corporate Secretary

Date: 06/13/18

This document must be completed and returned with your Submittal

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITYCONFIDENTIALFor bids to be received on June 14, 2018
(Letting Date)

Fill in your FDOT Vendor Number

VF F202950491002

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2)

\$ 10,425,213

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

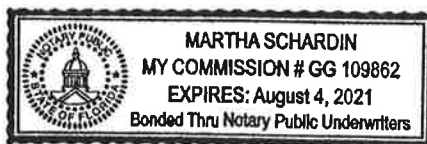
Sworn to and subscribed this 13th day
of June, 20 18

The New Florida Industrial Electric, Inc

NAME OF FIRM

By: Corporate Secretary

Title



This document must be completed and returned with your Submittal

Form 6.17 Certification of Current Capacity (Continued)

525-010-46
PROGRAM MANAGEMENT
12/09
Page 2 of 2

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
FDOT, I-4 Ultimate Areas 1, 2 & 4 Structures	\$15,405,713	\$2,700,316	\$12,705,397		\$7,088,969
FDOT-I-4 Ultimate Area 3 Structures	\$7,425,219	\$2,140,796	\$5,284,423		\$2,997,325
CFX, SR400 Hiawassee to Good Homes ITS, Lighting, Signage	\$1,439,189	\$170,626	\$1,268,563		\$338,892
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS		\$10,425,213
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)		\$10,425,213

This document must be completed and returned with your Submittal

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of ~~Consultant~~ Contractor

By: 

Date: 6/13/18

Authorized Signature

Title: Corporate Secretary

This document must be completed and returned with your Submittal

Form 6.18 Certification for Disclosure of Lobbying Activities Continued

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?

YES ☐ NO ☒

If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, if known: <u>The New Florida Industrial Electric, Inc.</u> <u>291 Specialty Print</u> <u>Sanford, FL 32771</u> Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

This document must be completed and returned with your Submittal

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

This document must be completed and returned with your Submittal

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: The New Florida Industrial Electric, Inc

By: 

Date: 06/13/18

Title: Corporate Secretary

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epils.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

This document must be completed and returned with your Submittal



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

EIGENMANN, CONRAD DEAN JR
THE NEW FLORIDA INDUSTRIAL ELECTRIC INC DBA FLORIDA INDUS-
TRI
291 SPECIALTY POINT
SANFORD FL 32771

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

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

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



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

EC13003619

ISSUED: 07/17/2016

CERTIFIED ELECTRICAL CONTRACTOR
EIGENMANN, CONRAD DEAN JR
THE NEW FLORIDA INDUSTRIAL ELECTRI

IS CERTIFIED under the provisions of Ch. 489 FS
Expiration date: AUG 31, 2018 L1607170002059

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER	
EC13003619	

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



EIGENMANN, CONRAD DEAN JR
THE NEW FLORIDA INDUSTRIAL ELECTRIC INC DBA FLORIDA INDUSTRI
291 SPECIALTY POINT
SANFORD FL 32771



ISSUED: 07/17/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607170002059



ATTACHMENT 1 BID PROPOSAL
SCHEDULE OF UNIT PRICING
CITY OF PORT ORANGE
SR 421 (DUNLAWTON AVENUE) LIGHTING
SPRUCE CREEK ROAD TO RIDGEWOOD AVENUE
FPN# 435591-1-58-01
ITB # 17-32

Completed Exhibit 1 Bid Proposal form **MUST** be included with Bid Submission
 Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
 Fill in pricing in highlighted green cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	The New Florida Industrial Electric, Inc.
CONTACT PERSON:	Steven Sheffield, Estimator, 407-379-1784
EMAIL ADDRESS:	dotestimating@fie-inc.com
AUTHORIZED SIGNATURE:	

PAY ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
0101 1	MOBILIZATION	LS	1	\$ 64,078.79	\$ 64,078.79
0102 1	MAINTENANCE OF TRAFFIC	LS	1	\$ 27,760.89	\$ 27,760.89
0110 1 1	CLEARING AND GRUBBING	LS	1	\$ 40,301.52	\$ 40,301.52
0522 2	CONCRETE SIDEWALK (6" THICK 2500 PSI), REMOVAL AND REPLACEMENT	SY	368.9	\$ 32.77	\$ 12,088.85
0570 1 2	PERFORMANCE TURF, SOD	SY	378	\$ 7.17	\$ 2,710.26
0630 2 11	CONDUIT, F&I, OPEN TRENCH	LF	803	\$ 7.76	\$ 6,231.28
0630 2 12	CONDUIT, F&I, DIRECTIONAL DRILL	LF	8706	\$ 15.60	\$ 135,813.60
0635 2 12	PULL BOX, F&I, 13"X24" COVER SIZE (TRAFFIC RATED)	EA	78	\$ 730.66	\$ 56,991.48
0639 1121	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER FURNISHED BY POWER COMPANY	EA	2	\$ 2,925.59	\$ 5,851.18
0715 4 70	LIGHT POLE COMP, REMOVE POLE AND FOUNDATION	EA	6	\$ 400.80	\$ 2,404.80
0715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 8 - 6	LF	26091	\$ 1.07	\$ 27,917.37
0715 4 11	LIGHT POLE COMPLETE, F&I, STANDARD POLE, STANDARD FOUNDATION, 30' MOUNTING HEIGHT	EA	42	\$ 3,563.02	\$ 149,646.84
0715 4 21	LIGHT POLE COMPLETE, FURNISH & INSTALL STANDARD POLE SPECIAL FOUNDATION, 30' MOUNTING HEIGHT	EA	4	\$ 4,732.56	\$ 18,930.24
0715 4 31	LIGHT POLE COMPLETE, F&I, UTILITY CONFLICT POLE, STANDARD FOUNDATION, 30' MOUNTING HEIGHT	EA	8	\$ 4,740.58	\$ 37,924.64
0715 7 11	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	2	\$ 6,869.29	\$ 13,738.58
0715 4 41	LIGHT POLE COMPLETE, FURNISH & INSTALL UTILITY CONFLICT POLE, SPECIAL FOUNDATION, 30' MOUNTING	EA	8	\$ 8,708.00	\$ 69,664.00
0715 5 31	LUMINAIRE & BRACKET ARM, FURNISH & INSTALL NEW LUMINAIRE AND ARM ON NEW/EXISTING POLE	EA	2	\$ 1,458.77	\$ 2,917.54
TOTAL BASE BID					\$ 674,971.86

BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, The New Florida Industrial Electric, Inc. dba Florida Industrial Electric as Principal and Great American Insurance Company of the City of Cincinnati State of Ohio, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Port Orange hereinafter called the Owner, in the sum of Five Percent of Amount Bid Dollars (\$ 5%) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

ITB #17-32 SR 421 (DUNLAWTON AVE.) LIGHTING FROM SPRUCE CREEK ROAD TO SR 5 (US 1)

NOW, THEREFORE, if the Principal shall not withdraw said Bid within **ninety (90)** days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue. IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 14th day of June, 2018, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

Martha Schardin

The New Florida Industrial Electric, Inc.
dba Florida Industrial Electric (Seal)

Name of Bidder

Witness

Martha Schardin

Signature of Officer

Corporate Principal



ATTEST:

Anne Fitzgerald
Anne Fitzgerald

Kevin Wojtowicz
President AFFIX
CORPORATE SEAL

By

Kevin Wojtowicz
Kevin Wojtowicz, Attorney-in-Fact & FL Lincensed Agent

AFFIX
CORPORATE SEAL

Great American Insurance Company

Corporate Surety

ATTEST:

Maria Zayas
Maria Zayas, Witness

Kevin Wojtowicz, Attorney-in-Fact & FL Lincensed Agent
Title

This document must be completed and returned with your Submittal

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 18486

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
KEVIN WOJTOWICZ	ALL OF	ALL
JOHN R. NEU	ST. PETERSBURG, FLORIDA	\$100,000,000
DANIEL FRANK OAKS		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7TH day of JULY, 2017
GREAT AMERICAN INSURANCE COMPANY



My L C. B.
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 7TH day of JULY, 2017, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

14th

day of

JUNE

, 2018.



My L C. B.
Assistant Secretary



FLORIDA INDUSTRIAL ELECTRIC

291 Specialty Point
Sanford, FL 32771
(407) 331-1551

THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC., DBA FLORIDA INDUSTRIAL ELECTRIC

CORPORATE RESOLUTION

CORPORATE SIGNATURE AUTHORIZATION

BE IT RESOLVED: That the President, Conrad D. Eigemann, Jr., Executive Vice President, Michael J. Scharf and Secretary Anne Fitzgerald and any one of them acting individually, be and they are hereby authorized to sign any and all bids or other securities now or hereafter in the name of this Corporation.

I, Anne Fitzgerald, Secretary to The New Florida Industrial Electric, Inc., dba Florida Industrial Electric, hereby certify that the foregoing is true and a complete copy of a resolution duly adopted by the Board of Directors of the said corporation at a meeting duly held on July 20, 2012 at which a quorum was present and voting throughout, and that the same has not been repealed or amended, and remains in full force and effect and does not conflict with the by-laws of said corporation.

Anne Fitzgerald
Printed Name

Anne Fitzgerald
Secretary

7/25/12
Date

(CORPORATE SEAL)



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**MIKE DEW
SECRETARY**

February 5, 2018

NEW FLORIDA INDUSTRIAL ELECTRIC, INC. (THE)
291 SPECIALTY POINT
SANFORD FL 33771

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 3/30/2019. However, the new application is due 1/31/2019.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:

COMPUTERIZED TRAFFIC CONTROL, ELECTRICAL WORK, INTELLIGENT TRANSPORTATION SYSTEMS, ROADWAY SIGNING, TRAFFIC SIGNAL

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

THE NEW FLORIDA INDUSTRIAL ELECTRIC, INC.

Filing Information

Document Number	P05000078601
FEI/EIN Number	20-2950491
Date Filed	05/31/2005
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State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	10/06/2006
Event Effective Date	NONE

Principal Address

291 SPECIALTY POINT
SANFORD, FL 32771

Changed: 08/02/2012

Mailing Address

291 SPECIALTY POINT
SANFORD, FL 32771

Changed: 08/02/2012

Registered Agent Name & Address

EIGENMANN, CONRAD DJR.
291 SPECIALTY POINT
SANFORD, FL 32771

Address Changed: 01/07/2013

Officer/Director Detail

Name & Address

Title PD

EIGENMANN, CONRAD DJR.
291 SPECIALTY POINT
SANFORD, FL 32771

Title EVPD

SCHARF, MICHAEL J
291 SPECIALTY POINT
SANFORD, FL 32771

Title Secretary

FITZGERALD, ANNE
291 SPECIALTY POINT
SANFORD, FL 32771

Annual Reports

Report Year	Filed Date
2016	01/06/2016
2017	01/06/2017
2018	01/22/2018

Document Images

01/22/2018 -- ANNUAL REPORT	View image in PDF format
01/06/2017 -- ANNUAL REPORT	View image in PDF format
01/06/2016 -- ANNUAL REPORT	View image in PDF format
01/05/2015 -- ANNUAL REPORT	View image in PDF format
01/03/2014 -- ANNUAL REPORT	View image in PDF format
01/07/2013 -- ANNUAL REPORT	View image in PDF format
01/09/2012 -- ANNUAL REPORT	View image in PDF format
01/26/2011 -- ANNUAL REPORT	View image in PDF format
02/17/2010 -- ANNUAL REPORT	View image in PDF format
01/19/2009 -- ANNUAL REPORT	View image in PDF format
03/25/2008 -- ANNUAL REPORT	View image in PDF format
04/20/2007 -- ANNUAL REPORT	View image in PDF format
10/06/2006 -- Amendment	View image in PDF format
01/25/2006 -- ANNUAL REPORT	View image in PDF format
09/09/2005 -- Merger	View image in PDF format
05/31/2005 -- Domestic Profit	View image in PDF format



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: Yes

SUBJECT: (B7f) Approval of Task Authorization No. 2 to Traffic Engineering Data Solutions (TEDS) for Construction Engineering Inspection (CEI) of SR 421 (Dunlawton Ave.) Lighting from Spruce Creek Road to SR 5 (US 1)

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to award, subject to the city's receipt and contractor's execution of the final contract documents approved by the City Attorney for Task Authorization No. 2 to Traffic Engineering Data Solutions (TEDS) for Construction Engineering and Inspection (CEI) of SR 421 (Dunlawton) Lighting from Spruce Creek Road to SR 5 (US 1) to TEDS, in the amount of \$80,333 and authorize the Mayor and City Clerk to sign and execute all contract documents.

SUMMARY: This item is the Construction and Engineering Inspection (CEI) service contract for the Dunlawton Street Light project. The construction portion of the project is being funded by a Local Agency Program (LAP) agreement with the FDOT. As part of the City's funding match for the project, the City is responsible to pay for the Construction Engineering and Inspection (CEI) services required for the project.

Traffic Engineering Data Solutions, Inc. (TEDS) was selected to provide the City with Professional Engineering Services as part of RSFQ #16-32 in September 2016. The scope of services and fee included in this Task Authorization has been negotiated and reviewed by FDOT. Because this is a LAP project that utilizes State and Federal funds, the City is required to select a different engineering firm to provide the Construction Engineering and Inspection (CEI) service than the engineering firm that designed the project (Mead Hunt). The fee represents the Construction Engineering and Inspection (CEI) services for the street light project. The fee is consistent with current industry pricing for Construction Engineering and Inspection (CEI) services within our area for comparable LAP projects. Staff has worked with TEDS on multiple LAP projects and has consistently found their services thorough and responsive.

The LAP funding for this project is for construction dollars only. The City must fund the CEI services. The City's funding of CEI services and design services exceed the normal 10% local match minimum required for LAP projects.

Project No.: AIO016 Funding Account No.: 301-4300-541.63-97

ATTACHMENTS:

1.	Task Authorization No 2	Task Authorization No 2 - TEDS.pdf
2.	TEDS Master Contract	TEDS Master Contract.pdf

Margaret Tomlinson	Created/Initiated - 06/29/2018
Tim Burman	Approved - 06/29/2018
Tracey Riehm	Approved - 07/02/2018
Margaret Roberts	Approved - 07/05/2018
Jake Johansson	Approved - 07/06/2018
Robin Fenwick	Final Approval - 07/06/2018

TASK AUTHORIZATION NO. 2
Master Contract for Engineering Services dated February 14, 2017
Between the City of Port Orange, Florida and Traffic Engineering Data Solutions, 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 **TRAFFIC ENGINEERING DATA SOLUTIONS, INC.**, a Florida corporation with its principal place of business at 80 Spring Vista Drive, DeBary Florida 32713-1821 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated February 14, 2017, 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 Construction Engineering Inspection (CEI) services, 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 227 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 "A" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$80,333.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the 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:

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.

By: _____

Deanna F. Ferrell, President

Printed Name: _____

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: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

EXHIBIT “A”

Traffic Engineering Data Solutions, Inc.

Consisting of ____ Pages

To Be Attached



CITY OF PORT ORANGE MASTER CONTRACT FOR ENGINEERING SERVICES

This Master Contract for Engineering Services ("Contract") is entered into this 14th day of February, 2017, 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 **TRAFFIC ENGINEERING DATA SOLUTIONS, INC.** ("Contractor" or "Engineer"), a Florida corporation, whose principal address is 80 Spring Vista Drive, DeBary, Florida 32713-1821 (collectively "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. These services shall be performed in accordance with Request for Statement of Qualifications No. 16-32 ("RFSQ 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.

(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, Geotechnical Engineering 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 paragraph 5 and 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, preparation of 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, construction documents, plans, specifications, calculations, cost estimates, reports and schedules; coordination of special services such as testing and surveying; preparation of required documents and services to obtain all construction permits; assisting 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 electronic graphic photo/realistic renderings;
- (5) Oral presentations and PowerPoint audio visual presentations; and

- (6) Leading project meetings, preparing and distributing meeting minutes
- (7) 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, conducting traffic counts, creation and review of roadway classification and Level of Service (LOS) capacity reports.
- (8) Plans will be drawn in AutoCAD format unless otherwise directed.
- (9) 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 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. The City reserves the right to revise rates for consistency with current market trend at least annually.

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. Engineer 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, as long as the Contract remains valid.

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

approved Contract fees and 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 if approved by the City. 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 reviewed by the authorized Contract Administrator, or designee, who shall have final decision authority for pay requests on all approved phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this 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. Additional 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 and task authorizations for 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 that building construction permits shall be specifically requested in a task authorization; and provide 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 developed 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 by the Contract Administrator; 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 digital and one paper full scale set of originals as they exist at the time of termination. All plans shall be and remain the property of the City during preparation and upon delivery.
- (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; coordination with the City Attorney and follow-up on contractor execution and delivery to the City Attorney of the original contract and original bond for recording in the public records.
- (vii) Bonding. The Engineer shall coordinate the delivery to the City Attorney of original bonds for recording. All construction contracts shall require two (2) original Bonds in the form approved by the City Attorney. Engineer shall not require duplicate original bond documents in the draft construction documents and agreement for the City.

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; contract documentation 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 the Engineer's 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 performed by Engineer shall entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible electronic and paper 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 finance ordinances and policies, 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 notify the City requesting an equitable adjustment and the contract shall be modified in writing as mutually agreed by the Parties. Any change order shall include all costs and time extensions related to or incidental to such change.

(c) Any claim by the 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 the task authorization amendment. 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. If the City terminates the Engineer for failure to adhere to project time lines for completion of the Engineering work, then the City may deduct from amounts owed on the Engineer termination claim, the City's increased costs directly resulting from the failure of the Engineer to timely perform. The Engineer shall not be responsible for a delay in Engineering work that is beyond the Engineer's reasonable control.

(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 the termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to them, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined, so long as all final documentation for the project has been delivered to the Contract Administrator.

(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 contract price for work completed that has been accepted by the Contract Administrator, 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, 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 on initial contract date and thereafter at least on each anniversary of the contract effective date. Failure of the Engineer to maintain a certificate of insurance in compliance or approval by the City of any policy of insurance shall not, 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 be solely responsible to provide the City written original certificate, notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk 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>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>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) Engineer shall be solely responsible for compliance with all federal, state and local laws, rules and regulations prohibiting discrimination of its officers, agents, employees and subcontractors. Engineer shall post notices, advertisements and solicitations in accordance with federal law, rule or regulation. 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 identified herein 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: <i>(Department Head Requesting Service)</i> 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5500
Engineer:	Traffic Engineering Data Solutions, Inc. Attention: Deanna F. Ferrell, President 80 Spring Vista Drive DeBary, Florida 3217432713-1821 (386) 753-0558 – Telephone (386) 753-0778 – Facsimile dferrell@teds-fl.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 except for the bond. No contract shall be formed between Engineer and the City until the City signs this Agreement.

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:

Brooke Markham
Printed Name: Brooke Markham

Eileen Wright
Printed Name: Eileen Wright

Traffic Engineering Data Solutions, Inc.

By: Deanna F. Ferrell
Deanna F. Ferrell, 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.

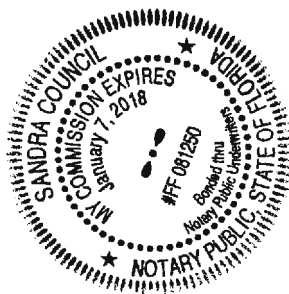
Date: FEB 9, 2017

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 9 day of FEB-, 2017, by Deanna F. Ferrell, as President of Traffic Engineering Data Solutions, Inc., a Florida corporation, and who:

(Notary: Please select one)

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



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

Witnesses:

CITY OF PORT ORANGE

Cynthia K Rivera
Printed Name: Cynthia K. Rivera

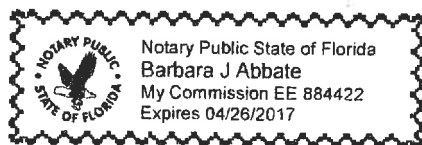
By: Donald O Burnette
Donald O. Burnette, Mayor

Barbara J Abbate
Printed Name: Barbara J. Abbate

Date: 2/14/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of February, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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

Witnesses:

ATTEST:

Cynthia K Rivera
Printed Name: Cynthia K. Rivera

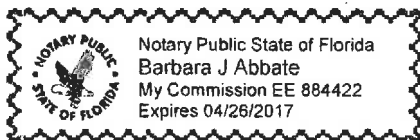
By: Robin L Fenwick
Robin L. Fenwick, CMC, City Clerk

Barbara J Abbate
Printed Name: Barbara J. Abbate

Date: 2/14/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of February, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



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

[CA 5671]

EXHIBIT “1”

(Consisting of 3 pages)

TASK AUTHORIZATION NO. ____
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and Traffic Engineering Data Solutions, 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 **TRAFFIC ENGINEERING DATA SOLUTIONS, INC.**, a Florida corporation with its principal place of business at 80 Spring Vista Drive, Debary, Florida 32713-1821 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering 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. The Contract Administrator may be contacted as follows:
Name: _____
Address: _____
Phone: _____
Mobile: _____
E-Mail: _____
3. 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."
4. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
5. 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.
6. 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. ____.

7. 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:

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.

Printed Name: _____ By: _____
Deanna F. Ferrell, 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: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

[CA 5671]

HOURLY RATE SCHEDULE

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES CITY OF PORT ORANGE RFSQ # 16-32

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects associated with the contract referenced above for the City of Port Orange.

COMPANY NAME: TRAFFIC ENGINEERING DATA SOLUTIONS, INC.

LABOR CATEGORY		HOURLY RATES	
President		\$200.00	
Chief Engineer / Sr. Vice President		\$180.00	
Sr. Engineer / Vice President		\$180.00	
Project Engineer / Project Planner		\$125.00	
Engineer / Planner		\$115.00	
Engineer Intern		\$85.00	
Sr. Designer		\$100.00	
Designer		\$60.00	
Senior Technician		\$60.00	
Technician		\$55.00	
Administrative Assistant		\$65.00	
Secretary		\$45.00	
NON-LABOR CATEGORY		RATES	
<u>Reproduction:</u>			
	<u>Black & White:</u>		
	8.5 x 11	\$0.10 / sheet	
	11 x 17	\$0.20 / sheet	
	24 x 36	\$3.00 / sheet	
	<u>Color:</u>		
	8.5 x 11	\$1.00 / sheet	
	11 x 17	\$2.00 / sheet	
	24 X 36	\$20.00 / sheet	
Mileage (travel to meetings and project site)		Current Federal Rate	
Shipping / Postage		Cost	



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: Yes

SUBJECT: (B7g) Approval of Change Order No. 1 to the Sparks Concrete, LLC contract for McDonald Road and Victoria Gardens Boulevard Sidewalk Projects

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Change Order No. 1 in the amount of \$29,836.89 and a time extension of 24 days to the Sparks Concrete, LLC contract for (combined) McDonald Road and Victoria Gardens Boulevard Sidewalk Projects and authorize the Mayor and City Clerk to execute the associated contract documents.

SUMMARY: Change Order No.1 is for \$29,836.89 and a time extension of 24 days to complete both the McDonald Rd and Victoria Gardens Blvd sidewalk projects.

The Change Order is due to underground utility conflicts identified during construction of the McDonald sidewalk project. The conflicts required a design change to the construction of the sidewalk segment located along the south side of Madeline Avenue. The original design included a pipe connection under Madeline Avenue and piping and partially filling an existing roadside ditch along Madeline Avenue and then constructing a 5-foot wide sidewalk with handrail that would be setback 10 feet from the road.

During construction, an undocumented City 12" water main, FPL cable, two 900-pair copper cable bundles and a smaller bundle of copper cables operated by AT&T were located underground and conflicted with the planned storm water pipe. According to City Public Utilities staff, the 12" water main could not be relocated without interrupting service to the Sugar Mill Elementary School. As for the AT&T bundles, AT&T indicated that they could not be relocated until later this fall, after the LAP Agreement expires.

Staff worked with the design engineer and Public Utilities staff on an alternate design to construct a six-foot wide sidewalk with handrail with two feet of road separation that did not conflict with any of the undocumented underground utilities identified during construction, leaving most of the ditch open and removing the pipe connection under Madeline Avenue.

The Change Order for \$29,836.89 and a time extension of 24 days to complete both sidewalk projects has been reviewed by the FDOT. FDOT concurs with staff's recommendation to approve this Change Order No 1.

Project No.: OMI019
OMI019

Funding Account No.: 312-4300-541.63-97
312-4310-541.63-97

ATTACHMENTS:

1.	PO McDonald Sidewalk - Sparks CO 1 draft	McDonald and Victoria Gardens Sidewalk - Sparks CO 1 draft.pdf
----	---	---

Margaret Tomlinson	Created/Initiated - 06/27/2018
Tim Burman	Approved - 06/29/2018
Tracey Riehm	Approved - 07/02/2018
Margaret Roberts	Approved - 07/05/2018
Jake Johansson	Approved - 07/06/2018
Robin Fenwick	Final Approval - 07/06/2018

CHANGE ORDER NO. 1
To Construction Contract dated 11/28/2017
SPARKS CONCRETE, LLC, Contractor

Project: #435500-1-58-01 McDonald Road Sidewalk and #435536-1-58-01 Victoria Gardens Sidewalk

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times
McDonald \$315,502.80	Substantial Completion: 128 days
Victoria Gardens \$188,120.60	after NTP dated 2/12/18
	Final Completion + 30 days
Net changes from previous Change Order:	Changes in contract time from previous Change Orders:
\$0.00	N/A
Contract Price prior to this Change Order:	Contract Completion Date prior to this Change Order:
McDonald \$315,502.80	Final Completion: 7/20/2018
Victoria Gardens \$188,120.60	
Net Increase of this Change Order No. 1:	Changes in contract time requested this Change Order No. 1:
McDonald \$29,836.89	24 days
Victoria Gardens \$ 0.00	
Contract Price with all approved Change Orders:	Contract Times with all approved Change Orders:
McDonald \$345,339.69	Final Completion: 8/13/2018
Victoria Gardens \$188,120.60	

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Construction Contract entered into by and between the parties on November 28, 2017.
- II. REQUIRED CHANGES: No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION:

Contract Price: Due to unforeseen conflicts with existing utilities in the field on McDonald only, two areas along the project alignment required redesign. The additional work resulting from these conflicts is detailed on the attached cost proposal prepared by the Contractor. The additional costs are partially offset by deleting quantities included in the original schedule of values.

Contract Time: Additional time is needed to complete the project.

3/12, 3/19, 3/20, 4/10 & 5/14 – Inclement Weather – 5 days

5/15 – Recovery Day following Inclement Weather Days – 1 day

4/7, 4/14, 4/21, 4/25, 4/28 & 5/5 – Redesign Period – 6 days

5/18, 5/19, 5/21, 5/22 & 5/23 – Local Agency's consideration of proposed change amounts – 5 days

6/7 thru 6/12 – Local Agency time to prepare formal Change Order for Dept consideration – 7 days

Total Days: 24

- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Construction Contract subject to a limit up to but not to exceed \$29,836.89. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

ACCEPTED BY:
SPARKS CONCRETE, LLC
Contractor

By: _____
Printed Name: Larry A. Roberts, P.E.
Title: Community Development Engineer

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:
QLH, A MEAD & HUNT COMPANY
City's Representative

RECOMMENDED BY:
TRAFFIC ENG. DATA SOLUTIONS
Engineer of Record

By:  _____
Printed Name: Kevin Lee, P.E.
Title: Project Manager

Printed Name: _____
Title: _____

Date Signed: 7/3/18

Date
Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Tim Burman
Title: Community Development Director

Date Signed: _____

City Manager

By: _____
Printed Name: Michael H. Johansson
Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

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

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



4401 Eastport Parkway
Port Orange, FL 32127
386-761-6810
meadhunt.com

Cost Estimate

To: Larry Roberts, P.E. – City of Port Orange

From: Kevin Lee, P.E. – Mead & Hunt



7/3/18

Date: July 3, 2018

Subject: 435500-1 McDonald Road Sidewalk Improvements
Change Order #1 Cost Estimate Cover Sheet

There are two (2) work areas on the project effected by unforeseen buried utility conflicts. Both work areas require re-design and extra work to be performed by the Contractor. The conflict areas are as follows:

1. STA 98+25 Sugar House Dr and Madeline Ave where an existing 12" water main was found in conflict with the proposed gravity wall, 12" HDPE, yard drains, 19"x30" ERCP cross connection and structure D-08 MES.
2. STA 119+60 Drainage ditch area conflict with an unmarked 4" FPL conduit conflicted with the proposed structure D-12 MES and 30" HDPE pipe.

The attached cost estimate represents additions and deducts associated with the above changes, detailed further in the Entitlement Analysis. The Unit Price Adjustments were items included in the bid schedule of values for which unit prices were established in the Contract. The additional items are listed in the Change Order #1 Summary and have negotiated prices. The Contractor submitted their first cost proposal to the City June 8, 2018 and pricing was negotiated through June 29, 2018. The unit costs for additional work are higher than the FDOT 12-month Historical Average Pricing published through 5/31/18. However, the City and CEI have agreed to the high costs due to the following factors:

1. Contractor has completed this project and demobilized the site. Additional work is requiring remobilization to complete work.
2. Additional work will need to be completed in areas where project was already complete. New construction will occur over recently completed asphalt, sidewalk, sod, etc. Contractor will be responsible for any restoration required to adjacent areas.
3. Economy of scale, the historical average costs are based on small and large projects but weighted to larger projects. The additional work in this case is for two (2) small areas.

4. Additional work requires precast structures to be fit into existing conditions with adjacent utility conflicts and existing steep slopes.
5. A portion of the work will be conducted by hand tools for fine excavation and finish work.

The Contractor provided detail breakdowns for labor, materials, equipment and subcontractors. After negotiations, and reduction in costs, the City agreed to accept the Contractor's cost estimates in order to avoid delay or further cost/time impacts to the project.

COST ADJUSTMENTS - CHANGE ORDER #1
CITY OF PORT ORANGE
MCDONALD ROAD SIDEWALKS FROM SAULS ST TO 6TH ST
FPID: 435500-1-58-01

						CONTRACTOR PROPOSAL		FDOT HISTORICAL AVERAGE PAST 12 MONTH STATEWIDE		ENGINEER'S ESTIMATE OF PROBABLE COSTS		AMOUNT ELIGIBLE FOR FDOT REIMBURSEMENT	AMOUNT NOT ELIGIBLE FOR REIMBURSEMENT
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	NEW QUANTIT Y	BID QUANTIT Y	Δ QUANTIT Y	UNIT PRICE	TOTAL COST DIFF	UNIT PRICE	TOTAL COST DIFF	UNIT PRICE	TOTAL COST DIFF		
I. ROADWAY CONSTRUCTION													
102-1	MOT	DY	24	0	24	\$ 96.00	\$ 2,304.00	N/A	\$ -	\$ 96.00	\$ 2,304.00	\$ 480.00	\$ 1,824.00
400-1-2	CONC CLASS I, ENDWALLS (WITH WINGS)	CY	1.39	0	1.39	\$ 7,572.27	\$ 10,525.45	\$ 1,123.08	\$ 1,561.08	\$ 7,572.27	\$ 10,525.45	\$ 10,525.45	\$ -
425-1-549	INLETS, DT BOT, TYPE D, MODIFIED	EA	1	0	1	\$ 12,392.31	\$ 12,392.31	\$ 4,910.18	\$ 4,910.18	\$ 12,392.31	\$ 12,392.31	\$ 12,392.31	\$ -
425-1-549	INLETS, DT BOT, TYPE D, MODIFY D-01	EA	1	0	1	\$ 2,970.73	\$ 2,970.73	\$ 4,910.18	\$ 4,910.18	\$ 2,970.73	\$ 2,970.73	\$ 2,970.73	\$ -
425-1-910	INLETS, CLOSED FLUME	EA	1	0	1	\$ 10,002.46	\$ 10,002.46	\$ 3,817.37	\$ 3,817.37	\$ 10,002.46	\$ 10,002.46	\$ 10,002.46	\$ -
522-1	CONCRETE SIDEWALK, 4" THICK (3000 psi)	SY	5.7	0	5.7	\$ 57.00	\$ 325.11	\$ 38.43	\$ 219.19	\$ 57.00	\$ 325.11	\$ 325.11	\$ -
524-1-2	CONCRETE DITCH PAVT, NR, 4"	SY	6.7	0	6.7	\$ 1,130.95	\$ 7,539.68	\$ 61.78	\$ 411.87	\$ 1,130.95	\$ 7,539.68	\$ 7,539.68	\$ -
	QUANTITY ADJUSTMENT TABLE (BELOW)	LS	1	0	1	\$ (26,055.94)	\$ (26,055.94)	BID UNIT PRICES	\$ (26,055.94)	\$ (26,055.94)	\$ (26,055.94)	\$ (26,055.94)	\$ -
	SUPPLEMENTAL COSTS (PER EJCDC C700 ARTICLE 11)	LS	1	0	1	\$ 4,545.41	\$ 4,545.41	N/A	\$ -	\$ 4,545.41	\$ 4,545.41	\$ -	\$ 4,545.41
	UNUSED MATERIAL HANDLING	LS	1	0	1	\$ 4,714.82	\$ 4,714.82	N/A	\$ -	\$ 4,714.82	\$ 4,714.82	\$ -	\$ 4,714.82
	BOND ADJUSTMENT (3%)	LS	1	0	1	\$ 572.86	\$ 572.86	N/A	\$ -	\$ 572.86	\$ 572.86	\$ -	\$ 572.86
						TOTAL	\$ 29,836.89		\$ (10,226.07)		\$ 29,836.89	\$ 18,179.80	\$ 11,657.09

QUANTITY ADJUSTMENT TABLE

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	NEW QUANTIT Y	BID QUANTIT Y	Δ QUANTIT Y	BID UNIT PRICE	TOTAL COST DIFF
I. ROADWAY CONSTRUCTION							
104-18	INLET PROTECTION SYSTEM	EA	12	29	-17	\$65.00	(\$1,105.00)
120-1	REGULAR EXCAVATION	CY	90	88	2	\$40.00	\$80.00
120-6	EMBANKMENT	CY	97	98	-1	\$50.00	(\$50.00)
160-4	TYPE B STABILIZATION	SY	170	202	-32	\$30.00	(\$960.00)
285-7-04	OPTIONAL BASE, BASE GROUP 04	SY	164	195	-31	\$10.50	(\$325.50)
334-1-12	SUPERPAVE ASPHALTIC CONC. TRAFFIC B	TN	165	169	-4	\$120.45	(\$481.80)
400-0-11	CONC. CLASS NS, GRAVITY WALL	CY	0	23	-23	\$525.00	(\$12,075.00)
415-1-3	REINFORCING STEEL,RETAINING WALLS	LB	0	319	-319	\$28.00	(\$8,932.00)
425-10	YARD DRAIN	EA	0	2	-2	\$275.00	(\$550.00)
430-174-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12"	LF	18	74	-56	\$45.00	(\$2,520.00)
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	63	70	-7	\$52.00	(\$364.00)
430-174-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"	LF	23	19	4	\$88.00	\$352.00
430-174-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24"SD	LF	25	73	-48	\$60.00	(\$2,880.00)
430-982-125	MITERED END SECT, OPTIONAL RD, 18" CD	EA	0	1	-1	\$275.00	(\$275.00)
430-982-629	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 24" CD	EA	2	3	-1	\$350.00	(\$350.00)
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	200	174	26	\$65.00	\$1,690.00
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	324	285	39	\$35.00	\$1,365.00
522-1	CONCRETE SIDEWALK, 4" THICK (3000 psi)	SY	1300	1301	-1	\$46.00	(\$46.00)
	5% CONTRACTOR'S FEE (AS PER ARTICLE 12.C.2.e)	LS					\$1,371.37
						TOTAL	-26,055.94

Bid Unit Price from 2017-10-20 Bid
Tabulation spreadsheet



4401 Eastport Parkway
Port Orange, FL 32127
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meadhunt.com

Entitlement Analysis

To: Larry Roberts, P.E. – City of Port Orange

From: Kevin Lee, P.E. – Mead & Hunt



7/3/18

Date: July 3, 2018

Subject: 435500-1 McDonald Road Sidewalk Improvements
Change Order #1 Entitlement Analysis

There are two (2) work areas on the project effected by unforeseen buried utility conflicts. Both work areas require re-design and extra work to be performed by the Contractor. The conflict areas are as follows:

1. STA 98+25 Sugar House Dr and Madeline Ave where an existing 12" water main was found in conflict with the proposed gravity wall, 12" HDPE, yard drains, 19"x30" ERCP cross connection and structure D-08 MES.
2. STA 119+60 Drainage ditch area conflict with an unmarked 4" FPL conduit conflicted with the proposed structure D-12 MES and 30" HDPE pipe.

Cost Analysis

1. STA 98+25 Sugar House Dr and Madeline Ave where a 12" water main conflict

Due to unforeseen field conditions the following changes the City requested the following changes be made:

Plan Sheet 07

Original plan called for 23 CY of gravity wall that conflicted with the existing water main. The EOR issued revised drawings, dated May 2, 2018, to avoid the underground conflict. The gravity wall was deleted, and the sidewalk shifted closer to the roadway to avoid the ditch area. Plan revisions included deletion of a 19"x30" ERCP cross connection across McDonald Road and structure D-08 MES; which requires modification of structure D-01 Type D inlet. Deletion of 12" HDPE and yard drains and structure D-02 MES. Additional work includes installation of structure D-03 Concrete Endwall w/ Wings, closed flume

under sidewalk, ditch pavement with energy dissipaters, type F curb, aluminum guardrail, and thickened edge sidewalk.

Discussions noted from weekly project progress meeting note with the City and contractor regarding possible water main conflict were held on March 5, 2018. Plan revisions issued May 2, 2018. Discussion between City and contractor regarding drawings/pricing continued May 4, 2018. Change order proposal submitted by the Contractor June 8, 2018 and negotiated through June 29, 2018.

The tables below show adjustment of bid quantities and additional work items, not included in the bid that were priced by Contractor estimates of labor, equipment and materials. Bid item adjustments are in the affected area and others to offset the additional costs of the change order.

Non-Bid Item Adjustments

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	NEW QUANTITY	BID QUANTITY	Δ QUANTITY
102-1	MOT	DY	24	0	24
400-1-2	CONC CLASS I, ENDWALLS (WITH WINGS)	CY	1.39	0	1.39
425-1-549	INLETS, DT BOT, TYPE D, MODIFY D-01	EA	1	0	1
425-1-910	INLETS, CLOSED FLUME	EA	1	0	1
522-1	CONCRETE SIDEWALK, 4" THICK (3000 psi)	SY	5.7	0	5.7
524-1-2	CONCRETE DITCH PAVT, NR, 4"	SY	6.7	0	6.7

Bid Item Adjustments

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	NEW QUANTITY	BID QUANTITY	Δ QUANTITY
104-18	INLET PROTECTION SYSTEM	EA	12	29	-17
120-1	REGULAR EXCAVATION	CY	90	88	2
120-6	EMBANKMENT	CY	97	98	-1
160-4	TYPE B STABILIZATION	SY	170	202	-32
285-7-04	OPTIONAL BASE, BASE GROUP 04	SY	164	195	-31
334-1-12	SUPERPAVE ASPHALTIC CONC. TRAFFIC B	TN	165	169	-4
400-0-11	CONC. CLASS NS, GRAVITY WALL	CY	0	23	-23
415-1-3	REINFORCING STEEL, RETAINING WALLS	LB	0	319	-319
425-10	YARD DRAIN	EA	0	2	-2
430-174-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12"	LF	18	74	-56

430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	63	70	-7
430-174-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"	LF	23	19	4
430-174-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24"SD	LF	25	73	-48
430-982-125	MITERED END SECT, OPTIONAL RD, 18" CD	EA	0	1	-1
430-982-629	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 24" CD	EA	2	3	-1
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	200	174	26
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	324	285	39
522-1	CONCRETE SIDEWALK, 4" THICK (3000 psi)	SY	1300	1301	-1

2. STA 119+60 Drainage ditch area conflict with an unmarked 4" FPL conduit conflict

Due to unforeseen field conditions the following changes the City requested the following changes be made:

Plan Sheet 12 and 24

Original plan called for 30" HDPE pipe to extend 10LF northeast from structure D-11 Manhole Type J8 to structure D-12 MES. The 30" HDPE pipe was found to conflict with an existing FPL conduit that was not located in the field or on FPL as-builts. The Contractor formed the structure D-12 MES closer to the roadway due to this conflict. The resulting grade of sod was not compliant with the design intent. Also, the City was concerned with possible damage to the FPL conduit due to future maintenance activities. Due to the 4" FPL conduit conflict a new Type D Inlet structure with weir top was proposed.

A sketch was provided to the Contractor May 18, 2018 showing the plan revisions. Change order proposal submitted by the Contractor June 8, 2018 and negotiated through June 29, 2018.

Non-Bid Item Adjustments

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	NEW QUANTITY	BID QUANTITY	Δ QUANTITY
425-1-549	INLETS, DT BOT, TYPE D, MODIFIED	EA	1	0	1

Time Analysis

The following describes grounds for extension of the Construction Contract:

Inclement Weather Days Documented by CEI Inspector March 12, March 19, March 20, April 10 and May 14	5
Recovery Days following Inclement Weather Days May 15 only	1
Saturdays during the redesign period April 7, April 14, April 21, April 28, and May 5	5
Weekday during the redesign period April 25 only	1
Saturday during Local Agency's consideration of proposed change amounts May 19	1
Weekdays during Local Agency's consideration of proposed change amounts May 18, May 21, May 22, and May 23	4
Negotiation Time with Local Agency May 24 through June 6	0
Local Agency Time to prepare formal Change Order for Dept. consideration June 7 through June 9; June 11 through June 14	7
Total Extension	24

Attachments

1. Time Extension Analysis
2. Plan Sheet 07 Revision by EOR
3. Special Finish Specification
4. Plan Sheet 12 and 24 Revision by City
5. Contractor Cost Proposals

[illegible]



2018 May 4

Re: FPN 435500-1-58-01 McDonald Road Sidewalk

Special Finish Specification

The Design Consultant does not propose any reveal of the thickened edge. The Local Agency requests the privilege of constructing the thickened edge with up to a six-inch reveal, if required, to create a maximum 1.5:1 slope. Local Agency would be surprised if all six inches are required. None the less, we propose a special finish to the revealed portion of the thickened edge if such reveal is necessary:

Special instruction to Contractor for finishing portions of thickened edge subject to view:

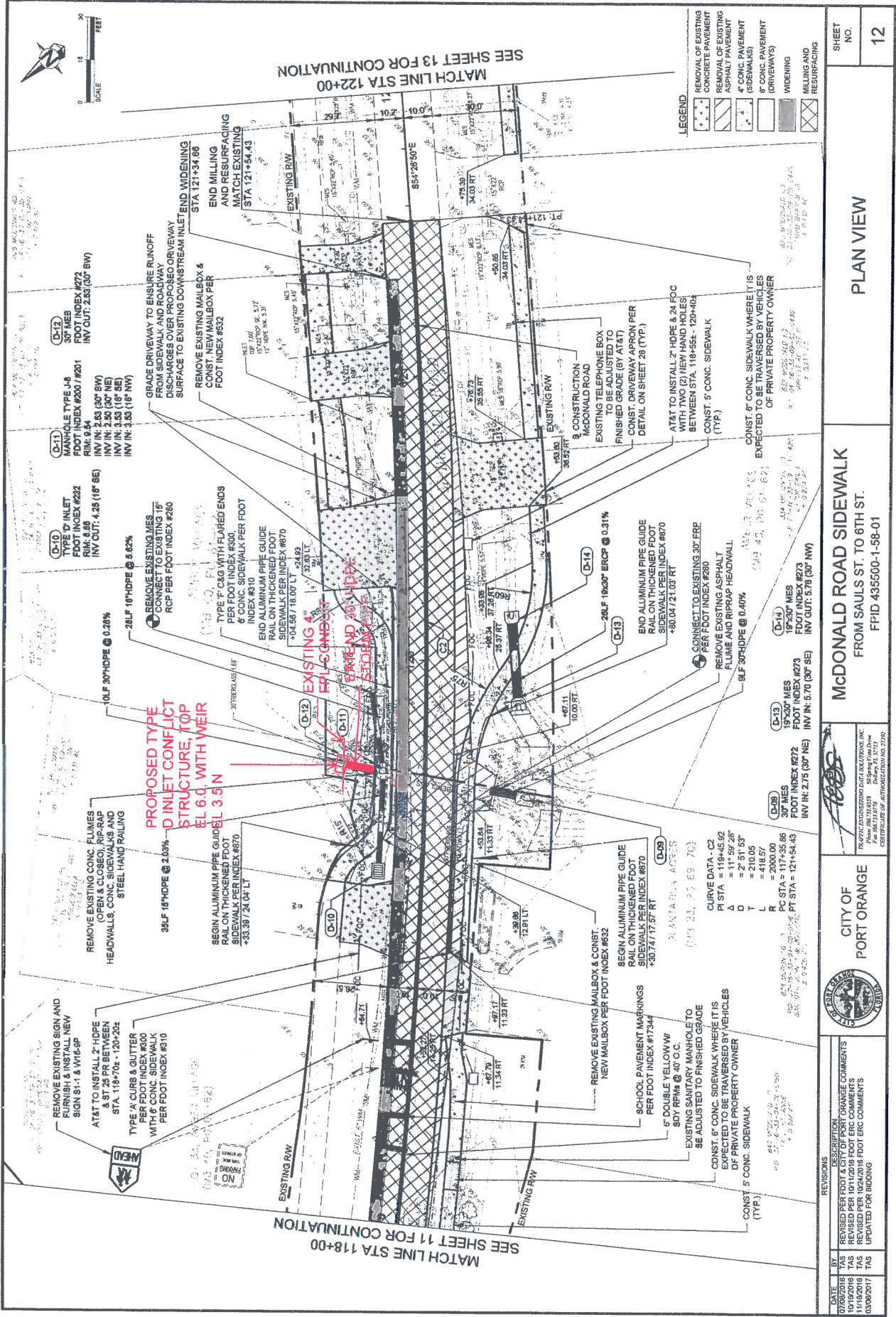
Smooth-Rubbed - No later than the day following formwork removal, wet surface and rub it with an abrasive such as a carborundum brick until a uniform color and texture are produced. When insufficient paste can be drawn from the concrete itself, use a cementitious materials grout made from the same source as the concrete.

End



SEE SHEET 13 FOR CONTINUATION

SEE SHEET 11 FOR CONTINUATION



REVISIONS

DATE	BY	DESCRIPTION
07/08/2016	TAS	REVISED PER TDD & CITY OF PORT ORANGE COMMENTS
10/19/2016	TAS	REVISED PER 10/12/16 FOOT EIC COMMENTS
03/08/2017	TAS	REVISED PER 02/02/16 FOOT EIC COMMENTS
03/08/2017	TAS	UPDATED FOR BIDDING

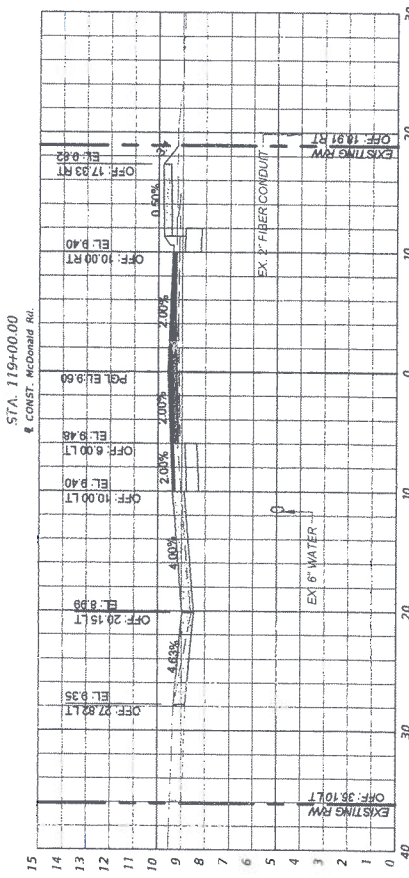


CITY OF
PORT ORANGE

McDONALD ROAD SIDEWALK
FROM SAULS ST. TO 6TH ST.
FPID 4355500-1-58-01

PLAN VIEW

SHEET
NO. 12



TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
 Phone 850-711-0555 80 Spring Wines Driv
 Fax 850-751-0775 Delray, FL 33435
 CERTIFICATE OF AUTHORIZATION NO. 37392



REVISIONS		DESCRIPTION	
BY	DATE		
TAS	07/08/2016		REVISED PER FDOT & CITY OF PORT ORANGE COMMENTS
TAS	10/19/2016		REVISED PER 10/11/2016 FDOT ERC COMMENTS
TAS	11/18/2016		REVISED PER 10/24/2016 FDOT ERC COMMENTS
TAS	09/09/2017		REBATED FOR BIDDING

DATE	BY	REVISIONS
07/08/2016	TAS	REVISED PER FOOT & CIP
10/19/2016	TAS	REVISED PER 10/11/2016 F
11/18/2016	TAS	REVISED PER 10/24/2016 F
02/06/2017	TAS	UPDATED FOR BIDDING

CROSS SECTIONS

SHEET
NO.

Sparks Change Order Cost Proposal

CHANGE ORDER # 1 SUMMARY

Project Name: McDonald Road Sidewalk Improvements

FPN: 435500-1-58-01

Date Prepared: 6/4/2018 rev 062918

PAY ITEM NO.	DESCRIPTION	QTY	UM	COST	AMOUNT
102-1	MOT (\$7,200/75 DAYS)	24.0	DY	\$ 96.00	\$ 2,304.00
400-1-2	CONC CLASS I, ENDWALLS (WITH WINGS)	1.4	CY	\$ 7,572.27	\$ 10,525.45
425-1-549	INLETS, DT BOT, TYPE D, MODIFIED	1.0	EA	\$ 12,392.31	\$ 12,392.31
425-1-549	INLETS, DT BOT, TYPE D, MODIFY D-01	1.0	EA	\$ 2,970.73	\$ 2,970.73
425-1-910	INLETS, CLOSED FLUME	1.0	EA	\$ 10,002.46	\$ 10,002.46
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" TICKENED EDGE	5.7	SY	\$ 57.00	\$ 325.11
524-1-2	CONCRETEDITCH PAVT, NR, 4"	6.7	SY	\$ 1,130.95	\$ 7,539.68
	UNIT PRICE ADJUSTMENT	1.0	L5	\$ (26,055.94)	\$ (26,055.94)
	SUPPLEMENTAL COSTS (PER EJCDC C700 ARTICLE 11)	1.0	L5	\$ 4,545.41	\$ 4,545.41
	UNUSED MATERIAL	1.0	L5	\$ 4,714.82	\$ 4,714.82
	BOND ADJUSTMENT (3%)	1.0	L5	\$ 572.86	\$ 572.86
				TOTAL = \$ 29,836.89	

Date Prepared: 6/4/2018 rev 062918

Total = \$10,525.45

Description:

Costs associated with the installation of a new modified type "D" ditch bottom inlet.

Project Name: McDonald Road Sidewalk Improvements
FPN: 435500-1-58-01

Date Prepared: 6/4/2018 rev 062918

[illegible]

Description: Costs associated with modifying inlet D-01.

Date Prepared: 6/4/2018 rev 062918

[illegible]

Description:

Costs associated with the installation of a concrete flume.

Sparks Concrete Cost Estimate

Project Name: McDonald Road Sidewalk Improvements

FPN: 435500-1-58-01

Date Prepared: 6/4/2018 rev 062918

Item	Description	Qty	UM	Labor			Equipment			Material			Subcontract		Total
				Rate	Burden	Total	Rate	Total		Rate	Tax	Total	Rate	Total	
1. Labor	Pipe Crew														
	Foreman	6	HR	\$22.50	66.62%	\$224.94									\$224.94
	Concrete Finisher	6	HR	\$19.50	62.55%	\$190.18									\$190.18
	Concrete Finisher	6	HR	\$18.00	62.55%	\$175.55									\$175.55
	Operator: Excavator	6	HR	\$16.00	69.24%	\$162.47									\$162.47
	General Laborer	6	HR	\$12.00	60.08%	\$115.26									\$115.26
	General Laborer	6	HR	\$11.00	60.08%	\$105.65									\$105.65
															Labor total = \$974.06
2. Equipment															
	Ford F-150 (51)	6	HR				\$34.55	\$207.30							\$207.30
	Chevrolet Avalanch (FM)	6	HR				\$34.55	\$207.30							\$207.30
	Ford F-450 Flatbed	6	HR				\$45.95	\$275.70							\$275.70
	Ford F-650 Flatbed	6	HR				\$48.88	\$293.28							\$293.28
	Ford F-650 Dump - 8 CY	6	HR				\$59.11	\$354.66							\$354.66
	Caterpillar 328D Excavator (Rental)	1	DY				\$1,666.13	\$1,666.13							\$1,666.13
	Caterpillar 259B - 5kid Steer	6	HR				\$72.59	\$435.54							\$435.54
	Caterpillar 904 Loader	6	HR				\$56.29	\$337.74							\$337.74
	Caterpillar 928 Loader	6	HR				\$105.68	\$634.08							\$634.08
	Suretrac Equipment Trailer 16'	6	HR				\$4.93	\$29.60							\$29.60
	Suretrac Equipment Trailer 18'	6	HR				\$5.43	\$32.57							\$32.57
	Wacker Plate Tamp	6	HR				\$13.53	\$81.18							\$81.18
	Stihl 420 Cut Off Saw	6	HR				\$12.76	\$76.56							\$76.56
															Equipment total = \$4,631.65
3. Materials															
	Precast Concrete Flume (Old Castle)	1	EA							\$2,058.34		\$2,192.13			\$2,192.13
															Material total = \$2,192.13
															Sub-total = \$7,797.84
															Contractor's Fee (17.5%) = \$1,364.62
4. Subcontracted															
	Survey	1	LS										\$500.00	\$500.00	\$500.00
	Equipment Transport (Rental)	1	LS										\$300.00	\$300.00	\$300.00
															Unit Cost total = \$800.00
															Sub-total = \$800.00
															Contractor's Fee (5%) = \$40.00

Sparks Concrete Cost Estimate

Description: Costs associated with the installation of a concrete ditch pavement with energy dissipators.

Project Name: McDonald Road Sidewalk Improvements
FPN: 435500-1-58-01

Date Prepared: 6/4/2018 rev 062918

Item	Description	Qty	UM	Labor			Equipment			Material		Subcontract		Total
				Rate	Burden	Total	Rate	Total		Rate	Tax	Rate	Total	
1. Labor	Pipe Crew													
	Foreman	6	HR	\$22.50	66.62%	\$224.94								\$224.94
	Concrete Finisher	6	HR	\$19.50	62.55%	\$190.18								\$190.18
	Concrete Finisher	6	HR	\$18.00	62.55%	\$175.55								\$175.55
	Operator: Excavator	6	HR	\$16.00	69.24%	\$162.47								\$162.47
	General Laborer	6	HR	\$12.00	60.08%	\$115.26								\$115.26
	General Laborer	6	HR	\$11.00	60.08%	\$105.65								\$105.65
														Labor total = \$974.06
2. Equipment														
	Ford F-150 (5l)	6	HR				\$34.55	\$207.30						\$207.30
	Chevrolet Avalanch (FM)	6	HR				\$34.55	\$207.30						\$207.30
	Ford F-450 Flatbed	6	HR				\$45.95	\$275.70						\$275.70
	Ford F-650 Flatbed	6	HR				\$48.88	\$293.28						\$293.28
	Ford F-650 Dump - 8 CY	6	HR				\$59.11	\$354.66						\$354.66
	Caterpillar 304E Excavator	1	DY				\$450.00	\$450.00						\$450.00
	Caterpillar 259B - 5kid 5teer	6	HR				\$72.59	\$435.54						\$435.54
	Caterpillar 904 Loader	6	HR				\$56.29	\$337.74						\$337.74
	Wacker Plate Tamp	6	HR				\$13.53	\$81.18						\$81.18
	Stihl 420 Cut Off Saw	6	HR				\$12.76	\$76.56						\$76.56
	3" Diaphram Pump and Hoses	1	DY				\$127.80	\$127.80						\$127.80
														Equipment total = \$2,847.06
3. Materials														
	Concrete	1	LS				\$2,017.68	\$131.15	\$2,148.82					\$2,148.82
														Material total = \$2,148.82
														Sub-total = \$5,969.94
														Contractor's Fee (17.5%) = \$1,044.74
4. Subcontracted														
	Survey	1	LS									\$500.00	\$500.00	\$500.00
														Unit Cost total = \$500.00
														Sub-total = \$500.00
														Contractor's Fee (5%) = \$25.00

UNIT PRICE ADJUSTMENT

Project Name: McDonald Road Sidewalk Improvements

FPN: 435500-1-58-01

Date Prepared: 6/4/2018 rev 062918

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNITS	BID QUANTITY	NEW QUANTITY	Δ QUANTITY	Δ %	BID UNIT PRICE	COST DIFF
104-18	INLET PROTECTION 5'x5'x5'x5'	EA	29	12	-17	-59%	\$65.00	(\$1,105.00)
120-1	REGULAR EXCAVATION	CY	88	90	2	2%	\$40.00	\$80.00
120-6	EMBANKMENT	CY	98	97	-1	-1%	\$50.00	(\$50.00)
160-4	TYPE B STABILIZATION	5Y	202	170	-32	-16%	\$30.00	(\$960.00)
285-7-04	OPTIONAL BASE, GROUP 4	SY	195	164	-31	-16%	\$10.50	(\$325.50)
334-1-12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B	TN	169	165	-4	-2%	\$120.45	(\$481.80)
400-0-11	CONC. CLASS N5, GRAVITY WALL	CY	23	0	-23	-100%	\$525.00	(\$12,075.00)
415-1-3	REINFORCING STEEL RETAINING WALLS	LB	319	0	-319	-100%	\$28.00	(\$8,932.00)
425-10	YARD DRAIN	EA	2	0	-2	-100%	\$275.00	(\$550.00)
430-174-112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12"	LF	74	18	-56	-76%	\$45.00	(\$2,520.00)
430-174-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	70	63	-7	-10%	\$52.00	(\$364.00)
430-174-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"	LF	19	23	4	21%	\$88.00	\$352.00
430-174-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 24"SD	LF	73	25	-48	-66%	\$60.00	(\$2,880.00)
430-982-125	MITERED END SECT, OPTIONAL RD, 18" CD	EA	1	0	-1	-100%	\$275.00	(\$275.00)
430-982-629	MITERED END SECTION, OPTIONAL - ELLIPTICAL / ARCH, 24" CD	EA	3	2	-1	-33%	\$350.00	(\$350.00)
515-1-2	PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	174	200	26	15%	\$65.00	\$1,690.00
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	285	324	39	14%	\$35.00	\$1,365.00
522-1	CONCRETE SIDEWALK 4" THICK (3000 psi)	5Y	1301	1300	-1	0%	\$46.00	(\$46.00)
	5% CONTRACTOR'S FEE (A5 PER ARTICLE 12.C.2.e)	LS						\$1,371.37
							TOTAL	-\$26,055.94

Sparks Concrete Cost Estimate

Description: Costs associated with rental costs requested by Owner in accordance with Article 11 A.5.c.

Project Name: McDonald Road Sidewalk Improvements
FPN: 435500-1-58-01

Date Prepared: 6/4/2018 rev 062918

Date Prepared: 6/4/2018 rev 062918													
Item	Description	Qty	UM	Labor		Equipment		Material			Subcontract		Total
				Rate	Burden	Total	Rate	Total	Rate	Tax	Total	Rate	
1. Labor	Pipe Crew												
	Foreman		HR	\$22.50	66.62%	\$0.00							\$0.00
	Concrete Finisher		HR	\$19.50	62.55%	\$0.00							\$0.00
	Concrete Finisher		HR	\$18.00	62.55%	\$0.00							\$0.00
	Operator: Excavator		HR	\$16.00	69.24%	\$0.00							\$0.00
	General Laborer		HR	\$12.00	60.08%	\$0.00							\$0.00
	General Laborer		HR	\$11.00	60.08%	\$0.00							\$0.00
												Labor total =	\$0.00
2. Equipment													
	Ford F-150 (S/I)		HR				\$34.55	\$0.00					\$0.00
	Chevrolet Avalanch (FM)		HR				\$34.55	\$0.00					\$0.00
	Ford F-450 Flatbed		HR				\$45.95	\$0.00					\$0.00
	Ford F-650 Flatbed		HR				\$48.88	\$0.00					\$0.00
	Ford F-650 Dump - 8 CY		HR				\$59.11	\$0.00					\$0.00
	Caterpillar 304E Excavator		OY				\$450.00	\$0.00					\$0.00
	Caterpillar 328D Excavator (Rental)	2	DY				\$1,666.13	\$3,332.27					\$3,332.27
	Caterpillar 259B - Skid Steer		OY				\$580.72	\$0.00					\$0.00
	Caterpillar 90A Loader		DY				\$450.32	\$0.00					\$0.00
	Caterpillar 92B Loader		DY				\$845.44	\$0.00					\$0.00
	Suretrac Equipment Trailer 16'		DY				\$39.47	\$0.00					\$0.00
	Suretrac Equipment Trailer 18'		OY				\$43.43	\$0.00					\$0.00
	Wacker Plate Tamp		DY				\$108.24	\$0.00					\$0.00
	Generator		OY				\$47.88	\$0.00					\$0.00
	Stihl 420 Cut Off Saw		OY				\$102.08	\$0.00					\$0.00
	3" Diaphragm Pump and Hoses		DY				\$127.80	\$0.00					\$0.00
												Equipment total =	\$3,332.27
3. Materials													
												Material total =	\$0.00
												Sub-total =	\$3,332.27
												Contractor's Fee (17.5%) =	\$583.15
4. Subcontracted													
	Equipment Transport (Rental)	2	LS										
											\$300.00	\$600.00	\$600.00
												Unit Cost total =	\$600.00
												Sub-total =	\$600.00
												Contractor's Fee (5%) =	\$30.00

Description:	Material and handling costs related to deleted pay items

Description: Material and handling costs related to deleted pay items

Date Prepared: 6/4/2018 rev 062918



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: Yes

SUBJECT: (B7h) Ratification of Emergency purchase order with Shen-Line LLC to repair of two (2) storm water pipes

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the ratification of an emergency purchase order to Shen-Line LLC in the amount of \$29,689.50 for the emergency repair of two drainage pipes. One pipe is located at 457 Wiltshire Road and the other is located at 215 Church Street.

SUMMARY: The Public Works & Utilities Department is requesting an emergency purchase order to Shen-Line LLC in the amount of \$29,689.50 for the emergency repair of two drainage pipes. One pipe is located at 457 Wiltshire Road and the other at 215 Church Street.

The original installation of these pipes incorporated corrugated steel. These drainage pipes have become fragile and deteriorating due to age. These failures will cause infiltration of dirt into the drainage system; result in poor drainage flow and a negative impact to the pedestrian and vehicular travel.

Shen-Line LLC has provided the City with these services and have proven to be dependable and responsible.

The Department Head has declared this as an emergency request in the City's Purchasing Ordinance, Section 2-271. This is an unplanned / unexpected event that requires immediate action in order to prevent a situation that could present an immediate danger to human life, health, and safety to the Citizens.

Project No.: DIP075 Funding Account No.: 412 1800 541 6397

ATTACHMENTS:

1.	Public Works & Utilities Department - Shen-Line LLC Emergency Ratification	Public Works & Utilities Department - Shen-Line LLC Emergency Ratification.pdf
2.	Shen-Line Proposale #P11100 - Church St	Shen-Line Proposale #P11100.pdf
3.	215 Church Street Photo	215 Church Street Photo.pdf
4.	Shen-Line Proposale #P11104 - Wiltshire	Shen-Line Proposale #P11104.pdf

5.	457 Wiltshire Blvd Photo	457 Wiltshire Blvd Photo.pdf
6.	COPO Emergency Purchasing Policy	COPO Emergency Purchasing Policy.pdf

Julia Wiggins	Created/Initiated - 06/25/2018
Tom DiEulio	Approved - 06/25/2018
Ronny Buttrum	Approved - 06/25/2018
Lynn Stevens	Approved - 06/25/2018
Tracey Riehm	Approved - 06/29/2018
Margaret Roberts	Approved - 07/06/2018
Jake Johansson	Approved - 07/06/2018
Robin Fenwick	Final Approval - 07/06/2018



City of Port Orange Public Works & Utilities Department

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

THRU: Lynn Stevens, Public Works & Utilities Director
THRU: Julia Wiggins, Public Works & Utilities Budget Analyst
THRU: Ronny Buttrum, Assistant Public Utilities Director

FROM: Tom DiEulio, Public Works Operations Manager

DATE: June 22, 2018

SUBJECT: Emergency Request – Shen-Line LLC for two Drainage Pipe Repairs

REQUEST:

The Public Works & Utilities Department is requesting an emergency purchase order to Shen-Line LLC in the amount of \$29,689.50 for the emergency repair of two drainage pipes. One pipe is located at 457 Wiltshire Road and the other is located at 215 Church Street.

PURPOSE:

The purpose of this request is to obtain an emergency purchase order to repair two (2) collapsed drainage pipes.

CONSIDERATION:

At 457 Wiltshire Boulevard has approximately 293' drainage pipe and 215 Church Street has approximately 177'. The original installation of these pipes incorporated corrugated steel. These drainage pipes have become fragile and deteriorating due to age and the existence of brackish water.

These failures will cause infiltration of dirt into the drainage system. This will result in poor drainage flow and poses a safety hazard to our residents.

A temporary patch was performed at 457 Wiltshire Boulevard due to a total collapse of the road. Because of the heavy rainfall, this patch will not hold long. At the 215 Church Street location, an open hole currently exists and will only grow larger with rain fall.

Shen-Line LLC is a company of Shenandoah Company and is a current vendor in the system. Vendor has a current Certificate of Insurance. Shen-Line LLC has provided the City with these services and have proven to be dependable and responsible.

Shen-Line LLC will provide the pipe lining using CIPP liner and all other materials and labor. They will be responsible to provide disposal of any piping and construction debris. Shen-Line LLC will be responsible to provide MOT at the works sites.

The Department Head has declared this as an emergency request in the City's Purchasing Ordinance, Section 2-271. This is an unplanned / unexpected event that requires immediate action in order to prevent a situation that could present an immediate danger to human life, health, and safety to the Citizens.

The Public Works & Utilities Department is processing the necessary paperwork to secure a piggyback agreement under the St. Petersburg Solicitation No 6384 – "Cured in Place Stormwater Pipe Rehabilitation". This piggyback agreement will ensure repairs can be made prior to a complete collapse of drainage pipes. However, repairs have become urgent and necessary and cannot wait for the proper documents to be completed.

FUNDING:

Drainage R&R Project DIP075
412 1800 541 6397
Budget: \$96,880
Actual: \$29,689.50

RECOMMENDATION:

The Public Works & Utilities Department recommends the approval of an emergency purchase order to Shen-Line LLC in the amount of \$29,689.50 for the emergency repair of two drainage pipes. One pipe is located at 457 Wiltshire Road and the other is located at 215 Church Street.

ANTICIPATED SCHEDULE:

- a.) Placed on CivicClerk – 6/22/18
- b.) Council Approval – 7/17/18

ATTACHMENTS:

- a.) Proposal #P11104 – 457 Wiltshire Blvd
- b.) Proposal #P11100 – 215 Church Street
- c.) Photos of both locations

CC: Kynah Cockcroft, Asst. Public Works Admin Assistant
Brett Matter, Drainage Foreman



1888 N.W. 22nd Street • Pompano Beach, FL 33069
(772) 202-3260 Fax: (772) 467-8863

DATE: June 19, 2018
SUBMITTED TO: Port Orange, City of
STREET: 407 Virginia Avenue
CITY, STATE & ZIP: Port Orange, Florida 32127
PHONE: (386) 506-5575
FAX: 386-756-5365
EMAIL: rwilson@port-orange.org
JOB NAME: 215 Church Street
ATTENTION: Rick Wilson

PROPOSAL #P11100

We propose to furnish a crew and all necessary equipment to at the above mentioned job location. This work will be performed at our following hourly and/or unit prices: The pricing in this proposal is based off of Shen-Line's City of St. Petersburg Contract Cured-In-Place Stormwater Pipe Rehabilitation Project No. 17007-110

Pipeline Cleaning and Video Inspection 0-24"	(at \$5.00 Per L.F.)	177 L.F.	\$885.00
CIPP Liner 15"	(at \$54.10 Per L.F.)	177 L.F.	\$9,575.70

Estimated Total: \$10,460.70

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warranty.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.
Louis Voska

TITLE
Estimator

DATE
06/19/2018

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

COMPANY NAME:
REPRESENTATIVE:

DATE:
TITLE:



SHEN-LINE

a shenandoah company

1888 N.W. 22nd Street • Pompano Beach, FL 33069

(772) 202-3260

Fax: (772) 467-8863

Page 1 of 1

DATE: June 19, 2018

PROPOSAL #P11104

SUBMITTED TO: Port Orange, City of

STREET: 407 Virginia Avenue

CITY, STATE & ZIP: Port Orange, Florida 32127

PHONE: (386) 506-5575

FAX: 386-756-5365

EMAIL: rwilson@port-orange.org

JOB NAME: 457 Wiltshire Blvd.

ATTENTION: Rick Wilson

We propose to furnish a crew and all necessary equipment to clean, televise, and install CIPP liner at the above mentioned job location. This work will be performed at our following hourly and/or unit prices: The pricing in this proposal is based off of Shen-Line's City of St. Petersburg Contract Cured-In-Place Stormwater Pipe Rehabilitation Project No. 17007-110

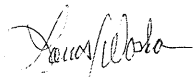
Pipeline Cleaning and Video Inspection 0-24"	(at \$5.00 Per L.F.)	293 L.F.	\$1,465.00
CIPP Liner 15"	(at \$54.10 Per L.F.)	38 L.F.	\$2,055.80
CIPP Liner 18"	(at \$61.60 Per L.F.)	255 L.F.	\$15,708.00
Estimated Total:			\$19,228.80

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warrantee.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:



SHENANDOAH GENERAL CONSTRUCTION CO.
Louis Voska

TITLE
Estimator

DATE
06/19/2018

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

COMPANY NAME:
REPRESENTATIVE:

DATE:
TITLE:



A contractor or vendor may be required to provide a corporate surety bond from a surety company authorized to do business in Florida to guarantee the full and faithful performance of his contract obligations and the payment of labor and material expended pursuant to the contract whenever and in such amounts as are deemed necessary by the city manager. All such bonds shall be approved as to form by the city attorney.

(Code 1981, § 8-34)

Sec. 2-270. - Informal bid procedures.

All purchasing of supplies, equipment and contractual services of a total estimated value of \$25,000.00 or less may be made in the open market without newspaper advertisement and without observing the formal bidding procedures prescribed by this article.

(Code 1981, § 8-35; Ord. No. 1997-22, § 6, 5-6-1997; Ord. No. 2004-15, § 5, 7-20-2004)

Sec. 2-271. - Emergency purchases.

Situations may arise whereby an exception to the city's policies and procedures may be required. Emergency purchases represent one of the potential situations. "Emergency" is defined as an unplanned or unexpected event that requires immediate action in order to prevent or remedy a service outage; or to prevent or remedy a situation that presents an immediate danger to human life, health or safety or a significant loss or damage to property, and where failure to take immediate action would enhance the risk of loss or prolong the delay in restoring service to customers. Routine repairs and planned refurbishment do not constitute emergencies. Therefore, the city may dispense with requirements for competitive solicitations and the city manager may acquire or contract for non-real property, goods, or services required in contemplation of, preparation for, or during an emergency. Emergency acquisitions of non-real property, goods or services where the expenditure by the city is estimated to exceed \$25,000.00 shall be subject to ratification by the city council at the next regularly scheduled meeting or as soon as practicable. The requesting department shall state the reason for the emergency purchase, and what caused the emergency situation, including a statement of financial or operational damage or risk that will occur if needs are not satisfied immediately. Once a determination has been made, the city may procure commodities or contractual services needed. However, such an emergency purchase shall be made by obtaining pricing information from at least two prospective vendors, which must be documented with the purchase request, unless the city determines that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the city.

(Code 1981, § 8-36; Ord. No. 1997-22, § 7, 5-6-1997; Ord. No. 2004-15, § 6, 7-20-2004; 2015-19, § 1, 5-19-2015)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: Yes

SUBJECT: (B8) Resolution No. 18-15 - Supporting the repurposing of Halifax Drive from the southern boundary project limits line of the Linear Park described as "Public Trail and Park" in Official Records Book 7306, Page 1188, Public Records, Volusia County, Florida, Project No. 16-40000003, to Commonwealth Boulevard (+/-1.53 miles) as a one-way street

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 18-15.

SUMMARY: The following resolution has been requested by the Florida Department of Transportation (FDOT) to acknowledge the City of Port Orange supports repurposing Halifax Drive from the southern boundary project limits line of the Linear Park described as "Public Trail and Park" in Official Records Book 7306, Page 1188, Public Records, Volusia County, Florida, Project No. 16-40000003, to Commonwealth Boulevard (+/- 1.53 miles) as a one-way street. This resolution is in concert with the City's desire to work with the FDOT in completing a 12.5-mile segment of the St. Johns River to Sea (SJR2C) Loop Trail that crosses through the cities of New Smyrna Beach, Port Orange, and South Daytona. FDOT is currently funding and preparing a Project Development and Environment (PD&E) Study for this segment of the trail that is planned to be located along Halifax Drive, US 1 or an alternative route from New Smyrna Beach to South Daytona. The PD&E Study involves preliminary engineering to determine multi-use trail concepts, environmental evaluations to assess impacts associated with a new multi-use trail, and extensive public involvement and agency coordination.

At the March 20, 2018 City Council Meeting, FDOT's consultant preparing the PD&E Study, John Scarlatos, Transportation Planning Manager for Scalar Consulting Group, Inc., presented an overview of the PD&E Study and discussed the proposed multi-use trail routes within Port Orange. One of the options discussed was to repurpose a portion of Halifax Drive as a one-way street to allow a 12-foot wide multi-use trail to be built along the Halifax River and connect into Riverwalk Park. The other route discussed was along Nova Road through Port Orange.

As part of the PD&E Study, FDOT is evaluating all route options for the trail including the repurposing a portion of Halifax Drive as a one-way street. If the use of a portion of Halifax Drive is feasible and accepted by FDOT and the City, most likely, a southbound traffic lane will be created and residents would use side streets to access Ridgewood Avenue, and/or to access Halifax Drive from Ridgewood Avenue. Based on the findings in the PD&E Study, FDOT will fund the design, construction, and CEI of the multi-use trail. The City would be responsible for the maintenance of the trail along with the

installation of site features or amenities (benches, wayfinding signage, walklights, landscaping, etc.).

The 12.5-mile multi-use trail will be part of the East Coast Greenway and the 300-mile St. Johns River to Sea Loop that crosses five counties (Brevard, Flagler, Putnam, St. Johns, and Volusia). Within Port Orange, the multi-use trail would provide a safe trail for all residents to walk or bike along the Halifax River and expand opportunities for residents to access existing parks located in the City and to the north (South Daytona) and south (New Smyrna Beach) by biking or walking.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso No. 18-15 In support of repurposing of portion of Halifax Drive	Reso No. 18-15 In support of repurposing of portion of Halifax Drive.pdf
2.	Exhibit A - Location Map	Halifax Dr. One-Way Street Location.pdf
3.	Exhibit B - Corridor Alternatives Port Orange, Provided by FDOT	Exhibit B.pdf

Melanie Schmotzer	Created/Initiated - 06/01/2018
Tim Burman	Approved - 06/01/2018
Shannon Balmer	Approved - 07/06/2018
Jake Johansson	Approved - 07/06/2018
Robin Fenwick	Final Approval - 07/06/2018

RESOLUTION NO. 18-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, REQUESTING AND SUPPORTING THE REPURPOSING OF HALIFAX DRIVE FROM THE SOUTHERN BOUNDARY OF THE PROJECT LIMITS OF A PORTION OF THE PUBLIC TRAIL AND PARK (“LINEAR PARK”) TO COMMONWEALTH BOULEVARD AS A ONE-WAY STREET AS NEEDED FOR ONE OF THE ROUTES BEING CONSIDERED FOR THE 12.5 MILE SEGMENT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION’S (“FDOT”) ST. JOHNS RIVER TO SEA LOOP TRAIL PROJECT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to work with FDOT in completing a 12.5 mile segment of the St. Johns River to Sea Loop Trail (“Trail”) that crosses through Port Orange, New Smyrna Beach, and South Daytona; and

WHEREAS, within the City, the proposed Trail would provide a safe trail for all residents to walk or bike along the Halifax River as well as expand opportunities to bike or walk to parks in communities to the north and south of Port Orange; and

WHEREAS, this resolution has been requested by the Florida Department of Transportation (“FDOT”) to affirm support of the repurposing of a portion of Halifax Drive from the southern boundary project limits line of the Linear Park described as “Public Trail and Park” in Official Records Book 7306, Page 1188, Public Records, Volusia County, Florida, Project No. 16-40000003, to Commonwealth Boulevard (+/-1.53 miles) as a one-way street when considering route options for a segment of the St. Johns River to Sea Loop Trail, a graphic depiction of the Halifax Drive route is marked as **Exhibit “A”**, attached hereto and made a part hereof by reference; and

WHEREAS, subject to future development plans, the City reserves the right to further restrict vehicular traffic north of Dunlawton Avenue; and

WHEREAS, at the March 20, 2018 City Council meeting, FDOT and Scalar Consulting Group presented an overview of the proposed multi-use trail routes within Port Orange; and

WHEREAS, a graphic depiction of the FDOT's Trail route alternatives as presented is marked **Exhibit "B"**, attached hereto and made a part hereof by reference; and

WHEREAS, one of the options discussed was to repurpose a portion of Halifax Drive as a one-way street to allow a 12 foot wide multi-use trail along the Halifax River and connect into Riverwalk Park; and

WHEREAS, FDOT intends to have public workshops on the trail route alternatives starting in Fall of 2018 seeking the public's input on the project; and

WHEREAS, the foregoing "WHEREAS" clauses are based on information provided to the City of Port Orange by FDOT and Scalar Consulting Group; and

WHEREAS, the City Council finds that supporting the repurposing of a portion of Halifax Drive, as described herein, in furtherance of completing the 12.5 mile segment of the St. Johns River to Sea Loop Trail will enhance the quality of life of the residents of Port Orange and contribute to the rejuvenation of the City's Riverwalk District.

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

Section 1. The above provisions are hereby incorporated by reference herein.

Section 2. The City of Port Orange hereby recognizes the need for the repurposing of a portion of Halifax Drive as it relates to consideration of trail routes for the St. Johns River to

Sea Loop Trail segment and does so support such endeavors as may be needed when contemplating route alternatives for the 12.5 mile segment of the St. Johns River to Sea Loop Trail.

Section 3. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 4. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

Section 5. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

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



Portion of the Halifax Dr.
Right-of-Way Subject to Being
Vacated Per Resolution 16-42
(Public Trail & Park - Tract A)

Riverwalk
Park

Herbert Street

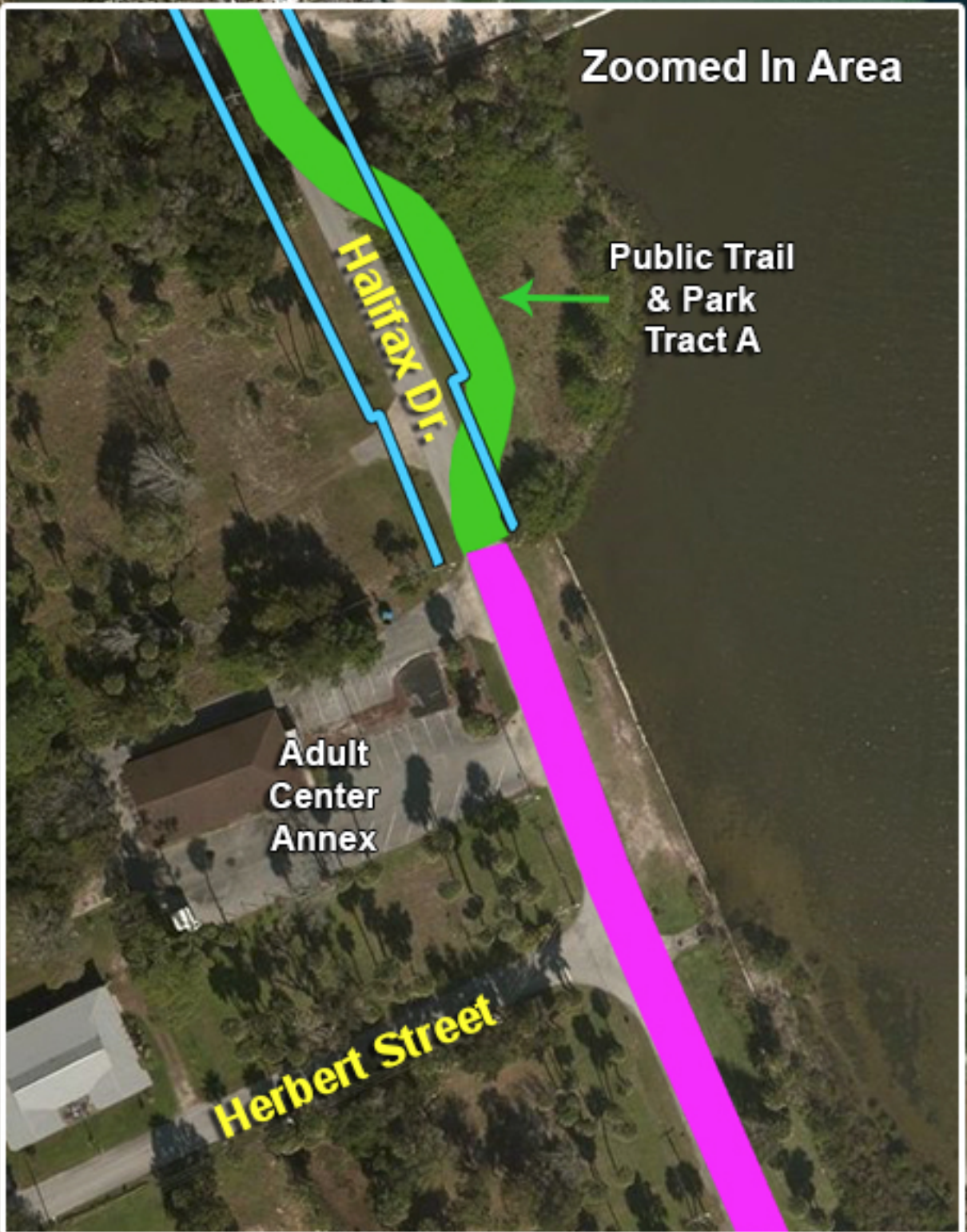
Dunlawton Avenue

S. Ridgewood Avenue

Halifax Drive

Area to be Considered
One-Way Street

Commonwealth Blvd.



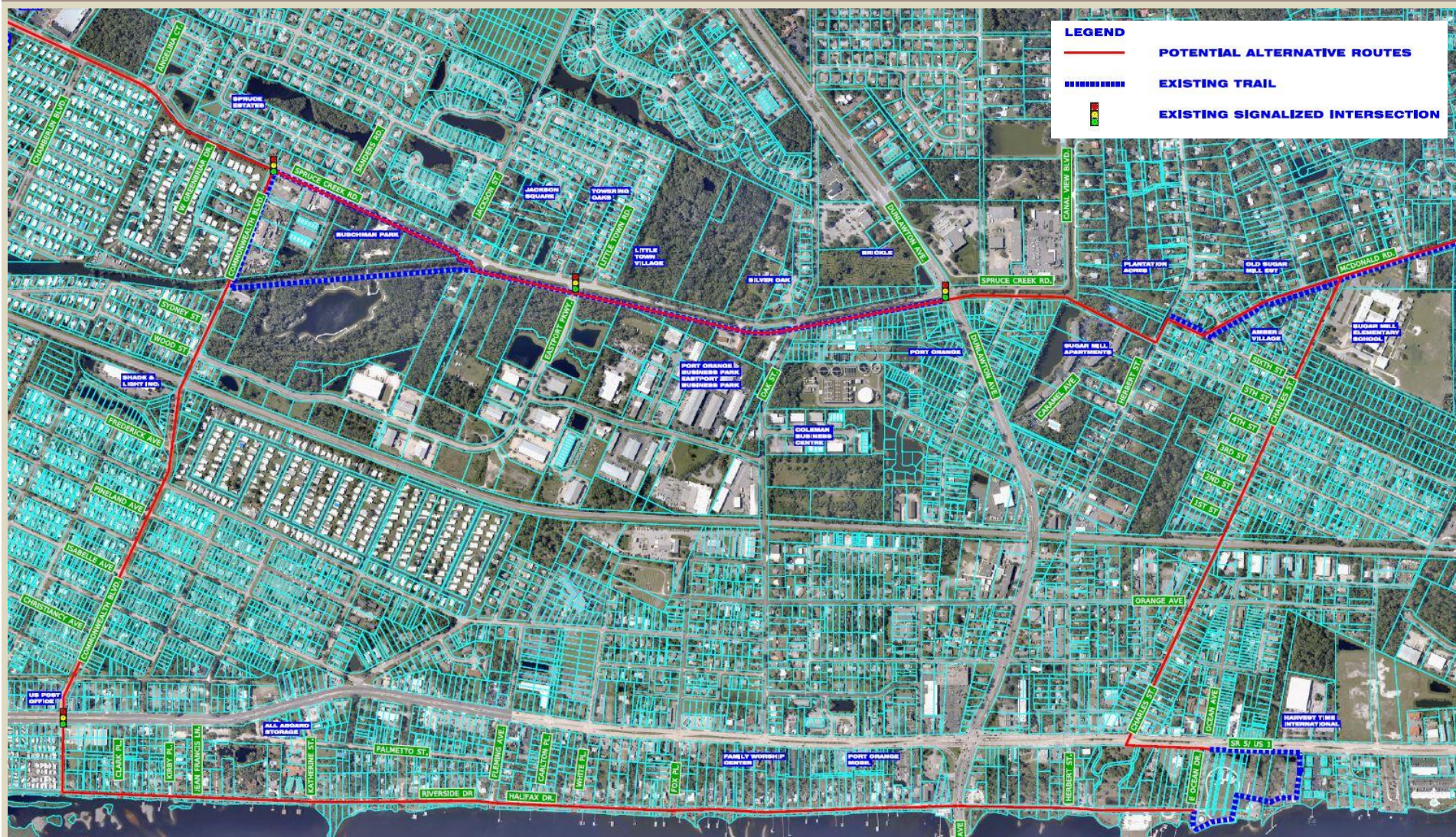
Zoomed In Area

Public Trail
& Park
Tract A

Adult
Center
Annex

Herbert Street

Corridor Alternatives – Port Orange





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: Yes

SUBJECT: (B9) Resolution No. 18-18 - Enable Expansion of Gopher Tortoise Long-Term Recipient Site with Phases IV & V.

DEPARTMENT: Public Utilities

GOAL: N/A

RECOMMENDED MOTION: Move to approve Resolution No 18 -18, subject to the City Attorney approval of all documents prior to recording to enable expansion of the Gopher Tortoise Long-Term Recipient Site with Phase IV & V; and to authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: The Public Utilities & Works Department is requesting the City Council to adopt Resolution 18- 18, authorizing the expansion of the gopher tortoise recipient site, providing for financial assurance guarantee for Phases IV and V, and granting corresponding conservation easement to Florida Fish and Wildlife Conservation Commission (FFWCC).

The conservation easement encumbering the land in perpetuity and the financial assurance guaranteeing perpetual maintenance of the encumbered land are required to meet regulatory criteria for FFWCC to permit Phases IV and V (381.76 acres) for receiving Gopher Tortoises.

The first three phases are now reaching capacity. In order for the next two phases to be activated to accept tortoises, the city must authorize the expansion and meet the state regulatory requirements by providing conservation easements over the area and provide for financial guarantee that the land will be maintained in perpetuity.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	RESOLUTION NO____Template Port Orange Recipient Site	RESOLUTION NO____Template Port Orange Recipient Site.docx
2.	EXHIBIT A Legal Description	EXHIBIT-A_Phases 4+5_POGTLRecipientSite.pdf
3.	EXHIBIT B Conservation & Management Plan	Pending Approval by FWC-Port Orange GT Recipient Habitat Plan April 2017.pdf
4.	EXHIBIT C Conservation Easement	gt_conservationeasementform.pdf
5.	Boundary Map	P9204Map-without-desc.pdf
6.	Justification Memo - Phases IV+V	Justification Memo - Phases IV+V.docx

Julia Wiggins	Created/Initiated - 06/13/2018
Linda Johnson	Approved - 06/13/2018
Kenny Ho	Approved - 06/13/2018
Rick Wilson	Approved - 06/14/2018
Lynn Stevens	Approved - 06/25/2018
Margaret Roberts	Approved - 07/06/2018
Jake Johansson	Approved - 07/06/2018
Robin Fenwick	Final Approval - 07/06/2018

RESOLUTION NO. _____

A RESOLUTION PERTAINING TO CITY OF PORT ORANGE PARCELS – 19163200000011; 19163200000010; 30163200000011; 30163200000010; 29163200000010; 20163200000020; AND RELATING TO THE GOPHER TORTOISE RECIPIENT SITE PERMIT ISSUED BY FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) PURSUANT TO APPLICATION NUMBER 29962; INTENDING TO MEET AND PROVIDE THE FINANCIAL ASSURANCE FOR LONG TERM MANAGEMENT AND MAINTENANCE OF THE GOPHER TORTOISE RECIPIENT SITE AS REQUIRED BY THE FWC GOPHER TORTOISE PERMITTING GUIDELINES; PROVIDING FOR APPROVAL AND COMPLIANCE WITH THE HABITAT MANAGEMENT PLAN; PROVIDING FOR LONG TERM MANAGEMENT AND MAINTENANCE THROUGH ANNUAL BUDGET APPROPRIATIONS AS NECESSARY; PROVIDING FOR ENFORCEMENT RIGHTS BY FWC; AND AN EFFECTIVE DATE.

WHEREAS, City of Port Orange owns parcels 19163200000011; 19163200000010; 30163200000011; 30163200000010; 29163200000010; 20163200000020; encompassing approximately 381.67 acres, which is depicted and legally described in attached Exhibit A; and

WHEREAS, City of Port Orange has submitted permit application # 29962 to the FWC, to establish a Gopher Tortoise Recipient Site known as Port Orange Gopher Tortoise Recipient Site Phases IV and V; and

WHEREAS, City of Port Orange has established and approved the City of Port Orange Forest Conservation & Management Plan for the Port Orange Gopher Tortoise Recipient Site Phases IV and V, attached as Exhibit B, in compliance with FWC regulations and permit requirements; and

WHEREAS, as a condition precedent to the issuance of the Port Orange Gopher Tortoise Recipient Site Phases IV and V permit, FWC is requiring City of Port Orange to execute a Conservation Easement (attached as Exhibit C) over the property described in Exhibit A and provide FWC with financial assurance regarding the long term management and maintenance of the recipient site; and

WHEREAS, the FWC Gopher Tortoise Permitting Guidelines, as revised January 1, 2017, allow City of Port Orange to discharge its financial assurance obligation by providing evidence of a general appropriation or allocation approved by a public governing body for habitat management; and

WHEREAS, City of Port Orange understands and agrees that it is responsible for the long term management and maintenance of the Port Orange Gopher Tortoise Recipient Site Phases IV and V in accord with the permit approvals issued by federal, state and local entities and fully intends to annually appropriate the funds necessary to properly discharge its responsibility; and

WHEREAS, FWC has agreed to accept City of Port Orange's commitment to provide the necessary funds via annual appropriations to meet the financial assurance requirement and provide for the management and maintenance of the Port Orange Gopher Tortoise Recipient Site Phases IV and V as contemplated by the FWC permit to be issued in response to permit application #29962, the associated Conservation Easement, and the City of Port Orange Forest Conservation & Management Plan (hereinafter collectively referred to as "City of Port Orange Recipient Site Permit Documents").

WHEREAS, City of Port Orange finds that it is in the best interest of the citizens of City of Port Orange to provide financial assurance to FWC in the manner contemplated by this resolution.

NOW THEREFORE, the Board hereby resolves as follows:

1. The above recitals are true and correct and incorporated herein as through fully set forth below.
2. The Board hereby approves the City of Port Orange Forest Conservation & Management Plan, attached as Exhibit B, and commits, to providing the funding, through annual budget appropriations, necessary to ensure the Port Orange Gopher Tortoise Recipient Site Phases IV and V continues to comply with the City of Port Orange Recipient Site Permit Documents and applicable regulations.
3. All revenues received by and through City of Port Orange for the Port Orange Gopher Tortoise Recipient Site Phases IV and V for tortoise mitigation credits will be accepted by the Board and placed into an account designated for the management and maintenance contemplated by the City of Port Orange Recipient Site Permit Documents.
4. FWC is entitled to rely on this Resolution and seek enforcement of its terms consistent with the City of Port Orange Recipient Site Permit Documents. Any notice provided by FWC to City of Port Orange must be sent as provided in paragraph 18 of the Conservation Easement attached as Exhibit C hereto.
5. The requirement to make budget appropriations in accordance with Florida law for the management and maintenance of the Port Orange Gopher Tortoise Recipient Site Phases IV and V becomes effective upon the issuance of the FWC permit pursuant to application # 29962.

DONE AND RESOLVED in regular session with a quorum
present and voting this ____ day of _____, 2018.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF CITY OF PORT ORANGE, FLORIDA

ATTEST

BY: _____ BY: _____

DRAFT

SCHEDULE "A"

Phases IV and V

EXHIBIT "A"
(continued)

DESCRIPTION:

A portion of Sections 19, 29, 30 and 32, Township 16 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Commence at the East One Quarter corner of Section 30, Township 16 South, Range 32 East, Volusia County, Florida; thence South 89°44'00" West, a distance of 470.31 feet, along the South line of the Northeast Quarter of said Section 30, to the POINT OF BEGINNING; thence departing said South line North 31°46'53" West, a distance of 223.76 feet; thence North 62°11'10" West, a distance of 125.01 feet; thence South 80°07'25" West, a distance of 150.78 feet; thence South 82°42'43" West, a distance of 149.91 feet; thence North 82°43'27" West, a distance of 150.79 feet; thence South 75°33'12" West, a distance of 94.87 feet; thence North 25°43'44" West, a distance of 83.87 feet; thence North 23°46'28" West, a distance of 1057.03 feet; thence North 25°44'16" West, a distance of 150.96 feet; thence North 26°59'29" West, a distance of 604.12 feet; thence North 27°20'27" West, a distance of 151.03 feet; thence North 27°28'17" West, a distance of 453.10 feet; thence North 28°15'03" West, a distance of 151.00 feet; thence North 30°25'51" West, a distance of 604.23 feet; thence North 29°04'51" West, a distance of 150.96 feet; thence North 26°26'28" West, a distance of 1510.25 feet; thence North 25°42'53" West, a distance of 140.67 feet; thence South 45°56'57" East, a distance of 756.03 feet; thence North 88°30'58" East, a distance of 139.53 feet; thence North 77°24'24" East, a distance of 151.45 feet; thence North 80°44'47" East, a distance of 454.40 feet; thence North 77°36'11" East, a distance of 151.34 feet; thence North 75°59'11" East, a distance of 302.89 feet; thence South 77°56'36" East, a distance of 142.87 feet; thence South 63°40'19" East, a distance of 151.37 feet; thence South 70°52'21" East, a distance of 150.59 feet; thence South 75°51'00" East, a distance of 302.89 feet; thence

Continued on Sheet 2

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the South line of the Northeast Quarter of Section 30, Township 16 South, Range 32 East, Volusia County, Florida, being South 89°44'00" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

NOT VALID WITHOUT SHEETS 2-10

DESCRIPTION FOR CITY OF PORT ORANGE, FLORIDA	Date: 05/03/2017 KR		Certification Number LB2108 61215004  SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com  JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791
	Job Number: 61215	Scale: 1" = 1000'	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 10 SEE SHEET 5-10 FOR SKETCH		

DESCRIPTION continued from Sheet 1:

North 88°11'28" East, a distance of 149.99 feet; thence North 84°10'20" East, a distance of 151.47 feet; thence South 40°57'00" East, a distance of 118.57 feet; thence South 14°46'12" East, a distance of 150.95 feet; thence South 16°15'48" East, a distance of 150.25 feet; thence South 36°51'51" East, a distance of 302.23 feet; thence South 33°12'57" East, a distance of 148.85 feet; thence South 06°45'32" East, a distance of 150.92 feet; thence South 18°46'28" East, a distance of 148.46 feet; thence South 27°56'29" East, a distance of 151.04 feet; thence South 32°03'44" East, a distance of 302.14 feet; thence South 34°02'18" East, a distance of 150.09 feet; thence South 56°07'45" East, a distance of 302.61 feet; thence South 53°13'11" East, a distance of 151.20 feet; thence South 52°08'06" East, a distance of 151.27 feet; thence South 67°23'23" East, a distance of 84.31 feet; thence North 79°48'03" East, a distance of 134.33 feet; thence North 73°28'41" East, a distance of 133.94 feet; thence North 70°39'23" East, a distance of 402.87 feet; thence North 70°31'58" East, a distance of 134.29 feet; thence North 69°39'56" East, a distance of 268.57 feet; thence South 15°12'36" West, a distance of 105.25 feet; thence South 22°16'43" West, a distance of 133.91 feet; thence South 21°49'03" West, a distance of 133.85 feet; thence South 15°29'17" West, a distance of 133.88 feet; thence South 04°06'30" East, a distance of 133.75 feet; thence South 04°19'50" East, a distance of 133.84 feet; thence South 11°38'08" East, a distance of 131.91 feet; thence South 24°50'51" East, a distance of 267.86 feet; thence South 24°40'40" East, a distance of 133.91 feet; thence South 19°31'34" East, a distance of 133.90 feet; thence South 15°47'39" East, a distance of 133.83 feet; thence South 12°25'17" East, a distance of 133.62 feet; thence South 07°57'25" East, a distance of 401.55 feet; thence South 10°28'58" West, a distance of 132.42 feet; thence South 14°19'23" West, a distance of 133.87 feet; thence South 45°15'05" East, a distance of 130.33 feet; thence South 48°06'35" East, a distance of 134.12 feet; thence South 74°16'04" East, a distance of 122.20 feet; thence North 82°53'33" East, a distance of 134.34 feet; thence South 74°26'40" East, a distance of 119.08 feet; thence South 41°13'16" East, a distance of 134.06 feet; thence South 14°10'38" East, a distance of 127.95 feet; thence South 19°32'47" East, a distance of 127.36 feet; thence South 29°55'33" East, a distance of 131.18 feet; thence South 37°26'46" East, a distance of 129.94 feet; thence South 16°26'33" East, a distance of 133.72 feet; thence South 23°47'23" East, a distance of 132.50 feet; thence South 22°42'26" East, a distance of 131.83 feet; thence South 12°43'55" East, a distance of 133.86 feet; thence South 14°00'32" East, a distance of 133.84 feet; thence South 15°11'09" East, a distance of 133.87 feet; thence South 15°04'21" East, a distance of

Continued on Sheet 3



DESCRIPTION continued from Sheet 2:

133.87 feet; thence South 14°30'21" East, a distance of 401.61 feet; thence South 18°22'09" East, a distance of 130.11 feet; thence South 64°30'03" East, a distance of 134.25 feet; thence South 66°46'39" East, a distance of 134.17 feet; thence South 68°49'54" East, a distance of 134.28 feet; thence South 55°29'44" East, a distance of 133.01 feet; thence South 27°08'15" East, a distance of 121.75 feet; thence South 00°25'27" West, a distance of 133.73 feet; thence South 06°27'37" West, a distance of 132.65 feet; thence South 22°47'47" West, a distance of 133.91 feet; thence South 35°25'18" West, a distance of 133.79 feet; thence South 16°02'33" West, a distance of 130.55 feet; thence South 04°18'58" West, a distance of 133.84 feet; thence South 04°32'53" West, a distance of 401.53 feet; thence South 35°59'17" West, a distance of 118.71 feet; thence South 60°48'03" West, a distance of 134.18 feet; thence South 65°44'46" West, a distance of 134.26 feet; thence North 85°01'56" West, a distance of 51.34 feet; thence North 03°43'08" East, a distance of 149.20 feet; thence North 12°45'40" East, a distance of 138.79 feet; thence North 39°09'53" West, a distance of 149.31 feet; thence North 11°03'01" West, a distance of 146.61 feet; thence North 13°53'12" West, a distance of 148.72 feet; thence North 17°04'52" East, a distance of 149.23 feet; thence North 01°09'01" West, a distance of 146.95 feet; thence North 04°54'12" West, a distance of 150.15 feet; thence North 07°30'36" West, a distance of 150.10 feet; thence North 06°22'58" West, a distance of 150.03 feet; thence North 19°21'05" West, a distance of 150.11 feet; thence North 10°14'16" West, a distance of 149.93 feet; thence North 26°09'09" West, a distance of 148.59 feet; thence North 08°27'25" West, a distance of 149.91 feet; thence North 01°52'54" West, a distance of 150.19 feet; thence North 02°53'53" East, a distance of 148.83 feet; thence North 08°45'33" West, a distance of 149.64 feet; thence North 02°31'01" East, a distance of 150.03 feet; thence North 04°00'56" East, a distance of 150.14 feet; thence North 10°25'50" West, a distance of 144.44 feet; thence South 65°58'36" West, a distance of 144.66 feet; thence South 72°07'50" West, a distance of 149.34 feet; thence South 61°25'53" West, a distance of 150.60 feet; thence South 58°17'42" West, a distance of 150.51 feet; thence South 49°39'26" West, a distance of 149.33 feet; thence South 61°55'18" West, a distance of 141.67 feet; thence South 72°07'44" West, a distance of 150.65 feet; thence South 86°48'48" West, a distance of 144.96 feet; thence North 75°42'56" West, a distance of 150.73 feet; thence North 73°35'37" West, a distance of 150.75 feet; thence North 70°56'32" West, a distance of 150.74 feet; thence North 60°47'55" West, a distance of 150.21 feet; thence North 71°29'25" West, a distance of 149.13 feet; thence North 83°53'43" West, a distance of 150.08 feet; thence South 55°59'59" West, a distance of

Continued on Sheet 4



DESCRIPTION continued from Sheet 3:

146.46 feet; thence South 43°22'34" West, a distance of 150.47 feet; thence South 55°28'27" West, a distance of 149.90 feet; thence South 87°39'51" West, a distance of 150.79 feet; thence North 52°38'03" West, a distance of 134.40 feet; thence North 27°54'44" West, a distance of 451.06 feet; thence North 28°36'50" West, a distance of 150.31 feet; thence North 31°46'53" West, a distance of 678.55 feet to the POINT OF BEGINNING.

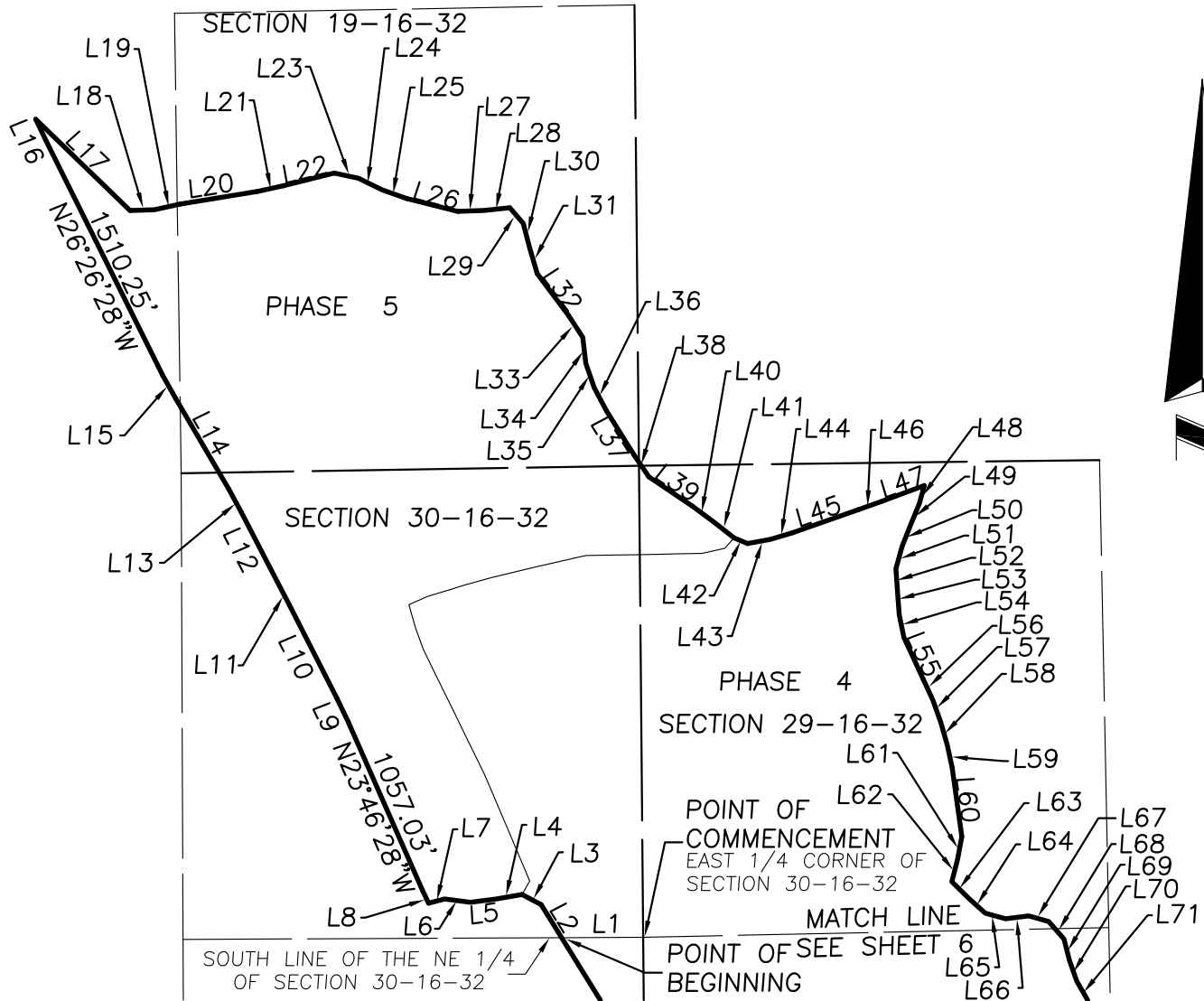
Containing 381.76 acres, more or less.



SKETCH OF DESCRIPTION

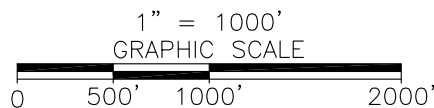
Sketch of Phases IV and V

Exhibit "A"
(Continued)



NOTE :

SEE SHEETS 7 - 10 FOR LINE TABLES



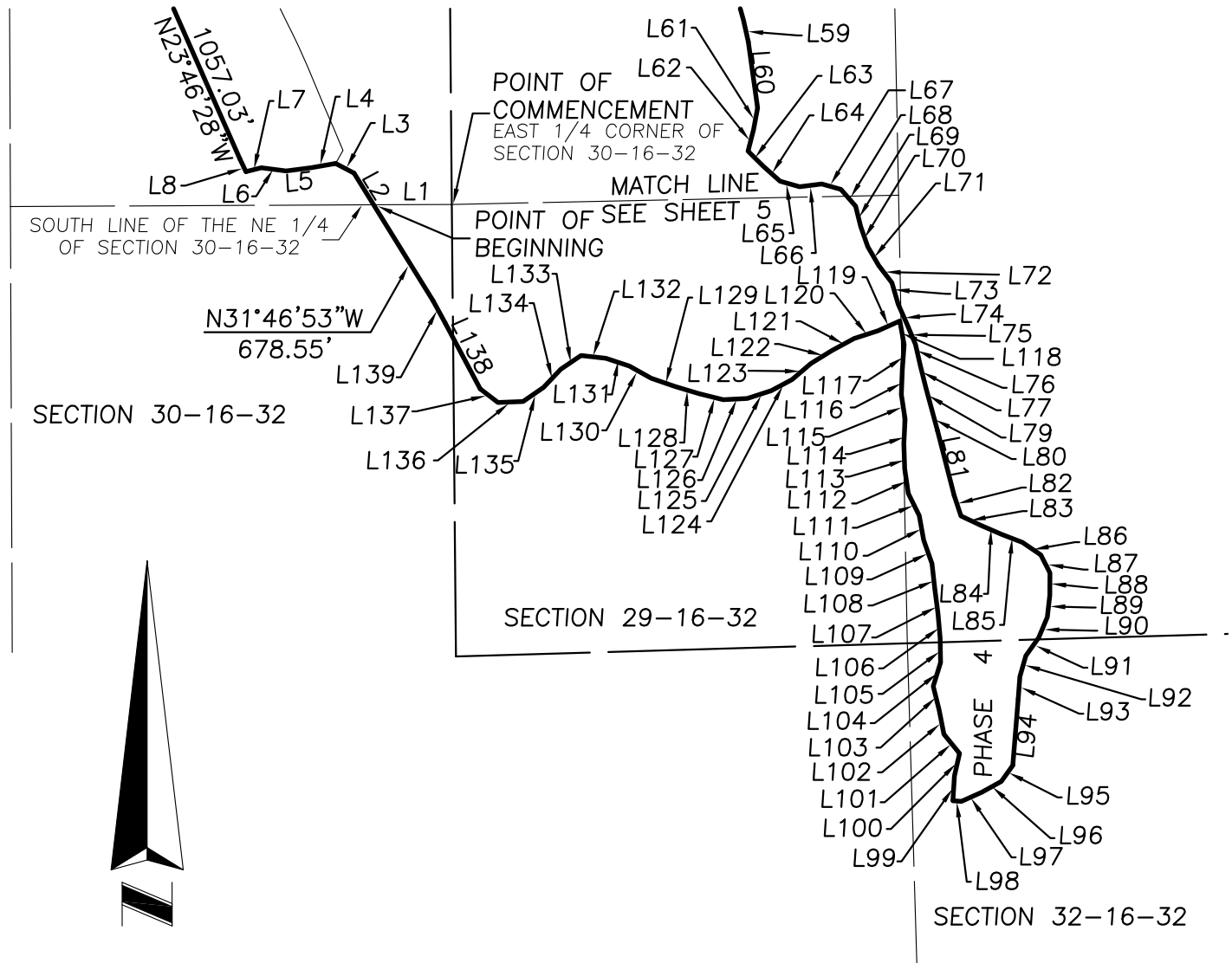
Drawing No. 61215004
Job No. 61215
Date: 05/03/2017
SHEET 5 OF 10
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEETS 1 THROUGH 10^e-mail: info@southeasternsurveying.com

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580

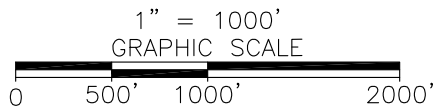
Certification Number LB2108

SKETCH OF DESCRIPTION



NOTE :

SEE SHEETS 7 - 10 FOR LINE TABLES.



Drawing No. 61215004
 Job No. 61215
 Date: 05/03/2017
 SHEET 6 OF 10
 See Sheet 1 for Description

THIS IS NOT A SURVEY.
 NOT VALID WITHOUT SHEETS 1 THROUGH 10

SOUTHEASTERN SURVEYING
 AND MAPPING CORPORATION
 6500 All American Boulevard
 Orlando, Florida 32810-4350
 (407) 292-8580

Certification Number LB2108
 e-mail: info@southeasternsurveying.com

SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°44'00"W	470.31'
L2	N31°46'53"W	223.76'
L3	N62°11'10"W	125.01'
L4	S80°07'25"W	150.78'
L5	S82°42'43"W	149.91'
L6	N82°43'27"W	150.79'
L7	S75°33'12"W	94.87'
L8	N25°43'44"W	83.87'
L9	N25°44'16"W	150.96'
L10	N26°59'29"W	604.12'
L11	N27°20'27"W	151.03'
L12	N27°28'17"W	453.10'
L13	N28°15'03"W	151.00'
L14	N30°25'51"W	604.23'
L15	N29°04'51"W	150.96'
L16	N25°42'53"W	140.67'
L17	S45°56'57"E	756.03'
L18	N88°30'58"E	139.53'
L19	N77°24'24"E	151.45'
L20	N80°44'47"E	454.40'
L21	N77°36'11"E	151.34'
L22	N75°59'11"E	302.89'
L23	S77°56'36"E	142.87'

LINE TABLE		
LINE #	BEARING	LENGTH
L24	S63°40'19"E	151.37'
L25	S70°52'21"E	150.59'
L26	S75°51'00"E	302.89'
L27	N88°11'28"E	149.99'
L28	N84°10'20"E	151.47'
L29	S40°57'00"E	118.57'
L30	S14°46'12"E	150.95'
L31	S16°15'48"E	150.25'
L32	S36°51'51"E	302.23'
L33	S33°12'57"E	148.85'
L34	S06°45'32"E	150.92'
L35	S18°46'28"E	148.46'
L36	S27°56'29"E	151.04'
L37	S32°03'44"E	302.14'
L38	S34°02'18"E	150.09'
L39	S56°07'45"E	302.61'
L40	S53°13'11"E	151.20'
L41	S52°08'06"E	151.27'
L42	S67°23'23"E	84.31'



SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	BEARING	LENGTH
L43	N79°48'03"E	134.33'
L44	N73°28'41"E	133.94'
L45	N70°39'23"E	402.87'
L46	N70°31'58"E	134.29'
L47	N69°39'56"E	268.57'
L48	S15°12'36"W	105.25'
L49	S22°16'43"W	133.91'
L50	S21°49'03"W	133.85'
L51	S15°29'17"W	133.88'
L52	S04°06'30"E	133.75'
L53	S04°19'50"E	133.84'
L54	S11°38'08"E	131.91'
L55	S24°50'51"E	267.86'
L56	S24°40'40"E	133.91'
L57	S19°31'34"E	133.90'
L58	S15°47'39"E	133.83'
L59	S12°25'17"E	133.62'
L60	S07°57'25"E	401.55'
L61	S10°28'58"W	132.42'
L62	S14°19'23"W	133.87'
L63	S45°15'05"E	130.33'
L64	S48°06'35"E	134.12'
L65	S74°16'04"E	122.20'

LINE TABLE		
LINE #	BEARING	LENGTH
L66	N82°53'33"E	134.34'
L67	S74°26'40"E	119.08'
L68	S41°13'16"E	134.06'
L69	S14°10'38"E	127.95'
L70	S19°32'47"E	127.36'
L71	S29°55'33"E	131.18'
L72	S37°26'46"E	129.94'
L73	S16°26'33"E	133.72'
L74	S23°47'23"E	132.50'
L75	S22°42'26"E	131.83'
L76	S12°43'55"E	133.86'
L77	S14°00'32"E	133.84'
L78	NOT USED	
L79	S15°11'09"E	133.87'
L80	S15°04'21"E	133.87'
L81	S14°30'21"E	401.61'
L82	S18°22'09"E	130.11'
L83	S64°30'03"E	134.25'
L84	S66°46'39"E	134.17'



SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	BEARING	LENGTH
L85	S68°49'54"E	134.28'
L86	S55°29'44"E	133.01'
L87	S27°08'15"E	121.75'
L88	S00°25'27"W	133.73'
L89	S06°27'37"W	132.65'
L90	S22°47'47"W	133.91'
L91	S35°25'18"W	133.79'
L92	S16°02'33"W	130.55'
L93	S04°18'58"W	133.84'
L94	S04°32'53"W	401.53'
L95	S35°59'17"W	118.71'
L96	S60°48'03"W	134.18'
L97	S65°44'46"W	134.26'
L98	N85°01'56"W	51.34'
L99	N03°43'08"E	149.20'
L100	N12°45'40"E	138.79'
L101	S39°09'53"E	149.31'
L102	N11°03'01"W	146.61'
L103	N13°53'12"W	148.72'
L104	N17°04'52"E	149.23'
L105	N01°09'01"W	146.95'
L106	N04°54'12"W	150.15'
L107	N07°30'36"W	150.10'

LINE TABLE		
LINE #	BEARING	LENGTH
L108	N06°22'58"W	150.03'
L109	N19°21'05"W	150.11'
L110	N10°14'16"W	149.93'
L111	N26°09'09"W	148.59'
L112	N08°27'25"W	149.91'
L113	N01°52'54"W	150.19'
L114	N02°53'53"E	148.83'
L115	N08°45'33"W	149.64'
L116	N02°31'01"E	150.03'
L117	N04°00'56"E	150.14'
L118	N10°25'50"W	144.44'
L119	S65°58'36"W	144.66'
L120	S72°07'50"W	149.34'
L121	S61°25'53"W	150.60'
L122	S58°17'42"W	150.51'
L123	S49°39'26"W	149.33'
L124	S61°55'18"W	141.67'
L125	S72°07'44"W	150.65'
L126	S86°48'48"W	144.96'



SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	BEARING	LENGTH
L127	N75°42'56"W	150.73'
L128	N73°35'37"W	150.75'
L129	N70°56'32"W	150.74'
L130	N60°47'55"W	150.21'
L131	N71°29'25"W	149.13'
L132	N83°53'43"W	150.08'
L133	S55°59'59"W	146.46'
L134	S43°22'34"W	150.47'
L135	S55°28'27"W	149.90'
L136	S87°39'51"W	150.79'
L137	N52°38'03"W	134.40'
L138	N27°54'44"W	451.06'
L139	N28°36'50"W	150.31'



CITY OF PORT ORANGE FOREST
CONSERVATION & MANAGEMENT PLAN
PORT ORANGE GOPHER TORTOISE RECIPIENT SITE-ALL PHASES
APRIL 2017

DRAFT

1.0 INTRODUCTION

The management of the City of Port Orange Forest has been in place for 27 years. The City Forest will be managed to provide habitat for native plant and wildlife species. Particular emphasis is placed on managing for threatened, endangered and special concern species and is managed to create and maintain the historical habitat conditions found in Pre-Columbian Florida.

1.1 Upland Management

The management objective in the pine upland habitat type will be to establish and maintain successional diversity. Food production for most species occurs in the early succession stages of the cover type. Most of the wetland stands will be maintained in the mature forest stages, this makes the early stages of upland development even more important to the wildlife species supported by the City Forest such as gopher tortoises and gopher frogs as well as many other species.

1.1.1 Upland Understory Restoration

The restoration of the understory will be accomplished by roller chopping and/or burning. The roller chopping maintains palmetto and gallberry dominance and allows other understory species to thrive. These plants are still found but at present are very minor components. When exposed to sunlight the disturbance caused by the roller chopping and burning, plants respond with rapid growth and seed production. Prescribed burning has been and will be used to prevent the reoccurrence of palmetto dominance. Roller chopping will not be utilized within 25 feet of a gopher tortoise burrow during nesting season (summer and early fall).

1.1.2 Upland Overstory Restoration

Historically slash and longleaf pine canopy predominantly occupied this site. Invading pond pines where present will be removed. Snags, future snags and nesting trees will be marked and protected. The slash and longleaf stands will be re-established by planting one-year-old nursery stock. Planting is planned to provide some areas of open, some areas of heavy stocking and some areas of light stocking. The goal for restoring the pine canopy includes a minimum of 300 trees per acre must survive in each stand.

To prevent pine dominance of the uplands, periodic thinning will occur to maintain average basal areas at 50 square feet per acre. The surviving longleaf will be protected and natural reseeding encouraged through timing of the application of prescribed fire to coincide with seed release. In stands less than 50 square feet of basal area, the reforestation will coincide with understory restoration.

Nesting cavities are a limiting factor for many species of birds. The City Forest will maintain 15 trees per acre for snags, future snags and nesting trees. Areas without suitable trees will be planted.

The understory and overstory restoration will occur on 100 acres each year until the uplands are fully restored to the historic fire climax vegetation. Twenty-five percent of the uplands will be maintained in the early successional stages using selective harvesting and understory restoration where needed.

1.2 Sand Pine and Scrub Oak Management

The majority of hard mast production occurs on the upland scrub, primarily from scrub oak species. This food source is an important wildlife component providing critical calories prior to winter stress.

Fire kills the above ground stems of all but the largest oaks and sets back acorn production for seven years. This cover type is protected from fire during prescribed burning.

1.3 Wetland Management

Historically cypress harvesting occurred on the site. These stands have regenerated naturally. A dragline roadway was constructed as a part of this logging operation. This roadway dams sheet flow and interrupts the natural hydroperiod. Ten-foot wide openings to the original grade were installed every 600 feet to restore the sheet water flow of water into the wetland.

No harvesting or mechanical equipment will be permitted in the wetlands. The tract boundaries will be marked, posted and maintained. Security prevents poaching timber trespass and livestock trespass. Fire lines on adjacent uplands are maintained by disking and returned to natural grade. Fire will be excluded from the wetlands by timing prescribed burning with water levels in the wetlands.

1.4 Wildlife Management

Historically this tract was intensely hunted with little regard to game laws. Cattle grazing without rotation eliminated or diminished most non-game species. When the City began its restoration program the cattle were eliminated. Hunting continues but under strict regulation and with the elimination of dogs used in hunting game. Both game and non-game species have dramatically increased in numbers. Deer population is close to exceeding the carrying capacity. Hunting is limited to primitive weapons and used as a management tool to prevent

overpopulation. Harvest records and population levels are measured each year to insure healthy population levels.

1.5 Prescribed Burning

Prescribed burning on the City Forest will occur on a three-year average. Recent Nature Conservancy research shows positive understory response from a varied fire schedule. At a minimum an average of 300 acres each year will be burned.

1.6 Other Protected Species

Rugel's PawPaw (*Deeringothamnus rugelii*)

This property contains over half of the known population of the Rugel's PawPaw. The conservation and management of this property could well determine the future of this species.

The Rugel's PawPaw is found only in Eastern Volusia County. It has been documented in only twenty-nine locations and the total known population is 4,639 plants. The plant is a fire climax species and is threatened by lack of fire, development and grazing. By far the majority of this species is located on sites where the City of Port Orange has completed understory restoration.

The City of Port Orange has committed to establishing a nursery, which researches, documents and propagates the Rugel's PawPaw. The City will plant the species in suitable secure locations developed by the Florida Natural Area Inventory. The City will adopt this species and insure both its survival and the long-term health and availability of the species.

2.0 GOPHER TORTOISE MANAGEMENT

The goal of the management plan with respect to the gopher tortoise is to restore and maintain secure, viable populations of gopher tortoises. Proposed management actions

described above shall improve gopher tortoise carrying capacity on lands, increase diversity and abundance of food and improve the quality of tortoise habitat.

This instrument prepared by:

After recording please return the document to Grantee:
Florida Fish and Wildlife Conservation Commission
ATTN: Gopher Tortoise Permit Coordinator
620 South Meridian Street
Tallahassee, Florida 32399-1600

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this ____ day of _____ 201_ by _____, a Florida corporation whose mailing address is _____, (“Grantor”) to the Florida Fish and Wildlife Conservation Commission, an agency of the State of Florida, with its principal office at 620 South Meridian Street, Tallahassee, FL 32399-1600 (“Grantee”).

The parties agree as follows:

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in _____ County, Florida, hereinafter referred to as the “Property”, more specifically described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the property possesses natural, scenic, open space, wildlife preservation and conservation values (collectively, “conservation values”) of great importance to Grantor, and the people of the State of Florida; and

WHEREAS, the specific conservation values of the Property are documented as part of the Habitat Management Plan pertaining to the Property, dated _____ (“Plan”), part of which is entitled the “Baseline Documentation”. A copy of the Plan is attached hereto as Exhibit B, and incorporated herein by reference. The Baseline Documentation is an accurate representation of the Property at the time of this grant and is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns existing at the time of this grant, that do not significantly impair or interfere with those values; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee is a state public agency, part of whose mission is the conservation, preservation, protection or enhancement of lands such as the Property; and

WHEREAS, the Grantor, in consideration of the issuance by the Grantee a permit in favor of the Grantor for the take of those species identified on the permit, is required to grant and secure the enforcement of a perpetual conservation easement pertaining to the Property.

NOW THEREFORE, consistent with the issuance of the Permit, Grantor hereby grants, creates, and establishes a perpetual conservation easement upon the Property, which is described in Exhibit A, which shall run with the land and be binding upon the Grantor, its heirs, successors and assigns, and remain in full force and effect forever (“Conservation Easement”).

1. Recitals. The above “WHEREAS” clauses are true and correct and are incorporated into this Conservation Easement as if set forth at length herein incorporated into this agreement.

2. Purpose. The purpose of this Conservation Easement is to ensure that the Property or part thereof as described in this Conservation Easement shall be protected forever and used as conservation areas, consistent with the Habitat Management Plan (“Plan”). The parties intend that this Conservation Easement will confine the use of the Property to such uses as are consistent with the purpose of this Conservation Easement.

3. Heirs, successors, and assigns. The parties to this Conservation Easement intend the rights and responsibilities to accrue to any and all heirs, successors, personal representatives, or assigns.

4. Rights of Grantee. To accomplish the purpose of this Conservation Easement the following rights are conveyed to Grantee:

a. To preserve and protect the conservation values of the Property as defined in this Conservation Easement;

b. To enter upon the Property at reasonable times and upon reasonable notice to the Grantor in order to engage in activities consistent with this Conservation Easement, to monitor Grantor’s compliance with this Conservation Easement, and to otherwise enforce the terms of this Conservation Easement; provided that Grantee shall not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property; and

c. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

5. Grantor’s Reserved Rights. Grantor reserves to itself, or assigns all rights as owner of the Property including the right to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

6. Prohibited Uses. Unless expressly authorized in accordance with the Plan (Exhibit B), the following are prohibited activities on the Property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures above, on, or below the ground.

b. Dumping or placing of soil or other substance or material as landfill or dumping of trash, waste, or unsightly or offensive materials.

c. Removal or destruction of trees, shrubs, or other vegetation.

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.

e. Surface use except for purposes that permit the land or water areas to remain in their existing natural condition.

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

g. Act or uses detrimental to such retention of land or water areas in their existing natural condition.

h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or culture significance.

i. Alteration of the Property except in compliance with the Plan.

7. Subdivision. There shall be no subdivision of the Property except as may otherwise be provided in this Conservation Easement.

8. No Public Access. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

9. Management; Expenses; Taxes. Grantor shall manage the Property consistent with the Plan. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Such responsibilities and costs shall include those associated with the management activities discussed in the Plan. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Grantor shall pay before delinquency all taxes, assessments, fee, and charges of whatever description levied on or assessed against the Property by competent authority, and shall furnish Grantee with satisfactory evidence of payment upon request.

10. Costs of Enforcement. Any costs incurred by Grantee in successfully enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs of suit and attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement, shall be borne by Grantor.

11. Liability. Grantor and its successors shall hold harmless, indemnify and defend Grantee from and against all liabilities, penalties, costs, losses, damages, expenses causes of action, claims, demands or judgments, including attorneys fees, arising from or in any way connected with: 1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, 2) costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including but not limited to the maintenance of adequate comprehensive general liability coverage, payment of taxes, and keeping the Property free of liens; and 3) the existence or administration of this Conservation Easement.

12. Remedies. If Grantee determines that Grantor or successors are in violation of the terms of this Conservation Easement, Grantee may take any of the following actions, after 30 day written notice to Grantor or successors to correct the violation: 1) Grantee may itself correct the violation, including but not limited to restoration of any portion of the Property affected to the condition that existed prior to the violation, and demand payment from Grantor for all costs associated with such action; 2) Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, for specific performance, to temporarily or permanently enjoin the violation, recover damages for violation of this Conservation Easement, including but not limited to the costs of restoration, and any other damages permitted by law. In any enforcement action Grantee shall not be required to prove either actual damages or the inadequacy of otherwise available remedies. Grantee's remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. As part of the consideration for this Conservation Easement, the parties hereby waive trial by jury in any action brought by either party pertaining to any matter whatsoever arising out of or in any way connected with this Conservation Easement.

13. Waiver. Grantor intends that enforcement of the terms and provisions of the Conservation Easement and the Plan shall be at the discretion of Grantee and that any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, its heirs, successors, personal representatives or assigns shall not be deemed or construed to be a waiver of Grantee's rights hereunder in the event of a subsequent breach. Grantor hereby waives any defense of laches, estoppel, or prescription.

14. Assignment. Grantee agrees that it will hold this Conservation Easement exclusively for conservation purposes and that it will not assign its rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under the applicable state and federal laws and committed to holding this Conservation Easement exclusively for conservation purposes.

15. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Not later than thirty (30) days after execution of any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest, Grantor agrees to give written notice to Grantee of such transfer and provide a copy of the instrument.

16. Condemnation. If the Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

17. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

18. Notices; References. All notices, consents approvals or other communications hereunder shall be in writing and shall be deemed properly given as of the second business day after mailing if sent by United State certified mail, return receipt requested, or by overnight mail service (e.g., FedEx, UPS), addressed to the appropriate party or successor-in-interest, at the address above set forth or such new addresses as either party may in writing deliver to the other. References in this Conservation Easement to the Grantor or Grantee include their successors-in-interest.

19. Venue; Choice of Law; Waiver of Jury Trial. Any cause of action shall be brought in either the county or counties where the Property is situated or in Leon County. This Conservation Easement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. As part of the consideration for this Conservation Easement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Conservation Easement.

20. Amendment. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto, their successors or assigns. No amendment shall be effective until executed with the formality of a deed and recorded in the public records.

21. Subordination of Liens. Grantor agrees that if the Property is subject to a mortgage lien or any other form of lien or security pertaining to the Property, Grantor shall provide recorded or recordable documentation to verify that such lien or security interest is subordinate to this Conservation Easement.

22. Recording. Grantor shall record this Conservation Easement and any amendments in a timely fashion in the same manner as any other instrument asserting title to real property and must re-record it at any time as may be required to preserve the rights in this Conservation Easement.

TO HAVE AND TO HOLD unto grantee, its respective successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this easement shall not only be binding upon Grantor but also its agents, personal representatives, heirs, assigns and all other successors to it in interest and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF Grantor has set its hand on the day and year first above written.

Signed, sealed and delivered
In our presence as witnesses:

[Corporate name]

_____ By: _____

Name: _____

Name: _____

Title: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201_ by _____, the _____ of, a Florida _____ corporation, on behalf of the corporation. The above-named individual is personally known to me or produced _____ as identification.

Notary Public State of Florida
Commission No:
Commission expires:

GRANTEE'S ACCEPTANCE

The Florida Fish and Wildlife Conservation Commission hereby accepts the foregoing Conservation Easement.

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

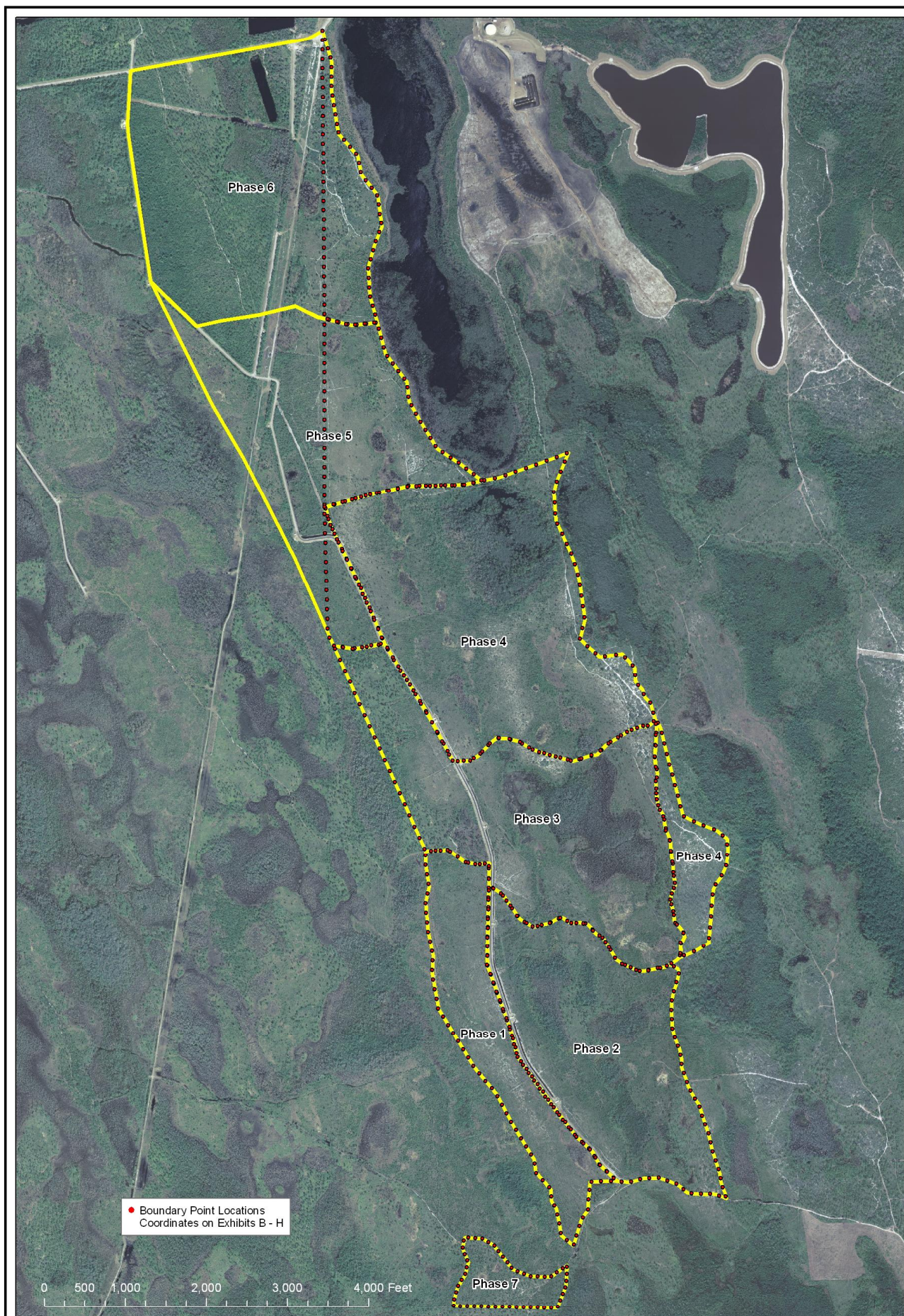
By: _____

Title: _____

Date: _____

Approved as to form and legal sufficiency:

FWC Attorney



Scale: As Shown
Date: August 2009
Photo Date: 2006
Project No. P9204



PHASE BOUNDARY MAP
PORT ORANGE GOPHER TORTOISE RECIPIENT AREA
SECTIONS 19, 20, 29, 30, 31, 32 TOWNSHIP 16 SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

**Exhibit
A**



City of Port Orange

Public Utilities & Works Department

TO: M.H. Johansson, City Manager

THRU: Julia Wiggins, Budget Analyst

FROM: Lynn Stevens, Public Works & Utilities Director
Linda Johnson, Right of Way Agent

DATE: June 25, 2018

SUBJECT: Resolution No. **18-XX-** Expansion of Gopher Tortoise Long-Term Recipient Site with Phases IV & V with Provisions

REQUEST:

The Public Utilities & Works Department is requesting the City Council to adopt Resolution **18-XX**, for the expansion of the gopher tortoise recipient site, providing for financial assurance guarantee for Phases IV and V, and granting corresponding conservation easement to Florida Fish and Wildlife Conservation Commission (FFWCC).

PURPOSE:

The conservation easement encumbering the land in perpetuity and the financial assurance guaranteeing perpetual maintenance of the encumbered land are required to meet regulatory criteria for FFWCC to permit Phases IV and V (381.76 acres) for receiving Gopher Tortoises.

CONSIDERATION:

Approximately 978 acres in the City Forest was originally designated for the Port Orange gopher tortoise recipient site. The area was designed with seven (7) planned phases. In 2010, Florida Fish and Wildlife Conservation Commission permitted the first three phases of the recipient site to accept gopher tortoises (377.62 acres). Those first three phases are now reaching capacity. In order for the next two phases to be activated to accept tortoises, the city must authorize the expansion and meet the state regulatory requirements by providing conservation easements over the area and provide for financial guarantee that the land will be maintained in perpetuity.

FUNDING:

There are no funds required for this action.

RECOMMENDATION:

The Public Utilities & Works Department is recommending the City Council adopt Resolution **18-XX**, providing for the expansion of the gopher tortoise recipient site, providing for financial assurance guarantee for Phases IV and V, and granting corresponding conservation easement to Florida Fish and Wildlife Conservation Commission (FFWCC).

ATTACHMENTS:

- a) Aerial Map of City of Port Orange Gopher Tortoise Long-Term Recipient Site
- b) Resolution No. **18-XXX**
- c) Resolution Exhibits A, B, and C, describing the 381 (+/-) acres of land in the city forest, Conservation Easement to FFWCC to forever protect the land, and the management plan as approved by FFWCC, the regulating agency.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: Yes

SUBJECT: (B10) Resolution No. 18-19 - ECHO Grant Application for Recreational, Educational, and Cultural (REC) Center

DEPARTMENT: Finance

GOAL: 3 - Quality of Life

RECOMMENDED MOTION:

Move to approve Resolution No. 18-19, Recreational, Educational, and Cultural (REC) Center grant application for ECHO; to authorize the City Manager to execute the application; to authorize the Mayor and City Clerk to execute the ECHO Grant Agreement and other required documents consistent with this agenda item; and to authorize the City Attorney to review and approve the covenants and restrictions prior to recording.

SUMMARY: The Grants Manager is requesting permission to apply for a Volusia County ECHO grant to renovate and repurpose the current Gym Building. The significant public interest in cultural offerings, programs, classes, after school programs, and community meeting space demonstrate the need for creating a Recreational, Educational, and Cultural (REC) Center. This remodel will include ADA access to the second floor for a dance/exercise room. The first floor will have renovated restrooms, a youth activity room, and meeting space. The City is currently completing a limited design for the project. The total current estimated cost of this project is \$910,000 and the City will be requesting \$400,000 from Volusia County ECHO. The City's required 50% match as well as \$80,000 for the full engineering and planning is requested in the FY 19-24 Capital Improvement Plan.

Funding is contingent upon approval of the FY19 budget

Project No.: Funding Account No.: 317-1000-519.63-97

ATTACHMENTS:

1.	Reso. No. 18-19	Reso. No. 18-19.pdf
2.	Exhibit F	Exhibit F.pdf
3.	Sample ECHO Grant Agreement	Sample ECHO Grant Agreement.pdf
4.	Sample ECHO Grant Agreement Exhibits	Sample ECHO Grant Agreement Exhibits.pdf
5.	DJ Design Prelim Design Task	DJ Design Prelim Design Task

	Authorization 8	Authorization 8.pdf
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Amanda Lasecki	Created/Initiated - 06/21/2018
Susan Lovallo	Approved - 06/25/2018
Tracey Riehm	Approved - 07/03/2018
Margaret Roberts	Approved - 07/06/2018
Jake Johansson	Approved - 07/06/2018
Robin Fenwick	Final Approval - 07/06/2018

RESOLUTION NO. 18-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
AUTHORIZING THE CITY MANAGER TO SUBMIT AN
APPLICATION FOR FINANCIAL ASSISTANCE TO
VOLUSIA COUNTY, VOLUSIA ECHO GRANT PROGRAM
TO RENOVATE AND REPURPOSE THE CURRENT GYM
BUILDING TO CREATE A RECREATIONAL,
EDUCATIONAL AND CULTURAL (REC) CENTER;
PROVIDING FOR MATCHING FUND CONTRIBUTION;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County of Volusia provides financial assistance under the Volusia ECHO Grant Program for the encouragement of Environmental, Cultural, Historic, and Outdoor projects that benefit Volusia; and

WHEREAS, the City Council of the City of Port Orange is proposing the renovations and repurposing of the gym building to create a recreational, educational and cultural (REC) building; and

WHEREAS, the City Council of the City of Port Orange desires to authorize the submission of an application for financial assistance to the County of Volusia under the Volusia ECHO Grant Program.

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

Section 1. The City Manager of the City of Port Orange is hereby authorized to submit an application for financial assistance to the County of Volusia, Volusia ECHO Grant Program. The grant application is for the renovations and repurposing of the gym building to create a recreational, educational and cultural (REC) building. The Mayor and City Clerk shall be authorized to execute agreements or contracts necessary to implement this Resolution.

Section 3. The City is committed to a \$400,000.00 cash match contribution.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

Exhibit F: Sample of Restrictive Covenants

ECHO GRANTS-IN-AID APPLICATION GUIDE

■ APPENDIX F – SAMPLE OF RESTRICTIVE COVENANT

THESE COVENANTS are entered into this <enter day> day of <enter month>, <enter year>, by the <name of organization>, <organization's complete address>, hereinafter referred to as "the Owner" and <grantee organization>, hereinafter referred to as "the Grantee/Lessee," and shall be effective for a period of <insert number of years> years from the date of recordation by the Clerk of the Circuit Court of Volusia County, Florida.

WHEREAS, the Owner is the fee simple title holder of the Property located on <complete address of project location>, in the County of Volusia, Florida, as described as Exhibit A (legal description), attached to and made a part hereof, and

WHEREAS, the Grantee/Lessee is to receive ECHO Grant Program funds administered by the County of Volusia, Florida, 123 W. Indiana Avenue, DeLand, FL 32720, hereinafter referred to as "the County," in the amount of <insert grant amount>, to be used for the construction of the facility for public use specifically described in the ECHO Grant Agreement and its attached documents, situated on the property of the Owner as described as Exhibit A, and

Now THEREFORE, as part of the consideration for the County grant, the Owner and the Grantee/Lessee hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for the period stated in the preamble above:

1. The Owner and the Grantee/Lessee, and any successors in interest, agree to maintain the property so that it continues to be used for as an ECHO facility as defined in the ECHO application definition and described in the grantee's application No. GY <enter grant number>.
2. The Owner and the Grantee/Lessee agree that the County of Volusia, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
3. The Owner and the Grantee/Lessee agree that these restrictions shall encumber the property for a period of <enter number of years> years from the date of recordation, and that if the restrictions are violated within the <enter number of years> -year period, the County of Volusia shall be entitled to liquidated damages pursuant to the following schedule:
 - a. If the violation occurs within the first half of the effective time period of these covenants, the County shall be entitled to return of the entire grant amount.
 - b. If the violation occurs after the first half of the effective time period, the County shall be entitled to return of the entire grant amount, less the quotient of 2 divided by the number of years in the time period times each year past the mid period of the effective

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time period times the grant amount. For instance, if the effective period is for forty (40) years and the violation occurs after the thirtieth anniversary of the effective date of these covenants, but prior to the thirty-first anniversary, the County shall be entitled to return of 50% of the original grant amount.

4. The Owner and Grantee/Lessee are liable to the County of Volusia for the amount of the grant if the Owner or Grantee/Lessee breach these Restrictive Covenants and/or the Grant Award Agreement dated <insert date>. To insure the ability to repay the grant, the Owner and Grantee/Lessee have agreed that they will maintain unencumbered equitable value in the property of at least the amount, and for at least the period of time provided in paragraph three (3) above. The Owner and Grantee/Lessee will not secure with a mortgage or otherwise hypothecate that equitable value in the property.
5. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Volusia County, Florida, and shall pay any and all expenses associated with their filings and recording.
6. The Owner and Grantee/Lessee agree that the County of Volusia shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, (SIGNATURES WILL BE ADDED BASED ON OWNERSHIP OF PROPERTY) the Owner and Grant Recipient have read these Restrictive Covenants and have hereto affixed their signatures.

ECHO GRANTS-IN-AID APPLICATION GUIDE

■ APPENDIX C – SAMPLE ECHO GRANT AGREEMENT ■

WHEREAS, the voters of Volusia County overwhelmingly approved the Volusia ECHO ballot initiative, as outlined in Resolution 2000-156, and affirmed their desire to have a long-term development program that funds projects that enhance the quality of life in Volusia County by ensuring the availability of environmental, cultural, historical, and outdoor recreational opportunities, and

WHEREAS, Resolution 2000-156 sets forth objectives, criteria, and procedures for implementation of the Volusia ECHO Program, and

WHEREAS, the County of Volusia Community Services Department has budgeted funds for eligible ECHO projects, and

WHEREAS, the County of Volusia has determined that Project No. GY <current fiscal year>, a project of the <Organization>, is eligible for Volusia ECHO funding.

AGREEMENT

The County of Volusia, 123 W. Indiana Avenue, DeLand, Florida (hereinafter referred to as the “County”), and <Organization> in the County of Volusia (hereinafter referred to as “Grantee”), agree as follows:

1. Within the <grant year> grant cycle, the County of Volusia shall designate funds not to exceed \$<dollars>, to be held for the Grantee, for the performance of items approved for funding which are described and attached hereto as “Exhibit A”, (Grantee’s application), and any other requirement made a part of this agreement.
2. The funds will be made available to the Grantee on a 1:1 match basis as detailed in “Exhibit A” and expenditures reimbursed on a quarterly basis, unless otherwise agreed upon by the County, only if the Grantee has maintained all grant requirements and upon the Grantee providing:
 - A Quarterly Project Report and a Reimbursement Request Form with backup documentation (Exhibit B - explaining encumbrances and expenditures and project status report).
 - Not-For- Profit Organizations shall provide Release of Liens.
3. Ten (10) percent of the grant funds will be withheld until the total project and final reports are completed as described in “Exhibit C” (ECHO application guide).
4. It is understood between the parties that the amount of funds designated in paragraph 1 above is the maximum amount the County will provide and the County shall only pay eligible expended costs, as they are concurrently matched 1:1 by the applicant, unless otherwise approved by the County.
5. The expiration date of this grant will be exactly 730 days after the execution of this agreement unless the County grants an extension as provided for in the grant application guide (Exhibit C). The ECHO funds and an equal value of corresponding match must be encumbered within the initial 365 days following the execution of this grant agreement but final payments for services and completion of the project construction may be extended up to another 365 day period. Extensions beyond the 730 day period may restrict the Grantee or any other organization from applying for additional ECHO grants for this project or phase of this project until this current grant agreement is concluded. To be considered for an extension, a written request must be sent to the ECHO Program prior to sixty days of the grant agreement expiration date and must state the reasons for the request and provide a new completion

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date. The County will notify the Grantee in writing within thirty days of receipt of the request for extension approving or denying said request.

6. The Grantee agrees to conduct the project according to the plans and specifications provided in “Exhibit A.” All major deviations and/or changes in scope or venue must receive prior written approval of the County Council and may result in the revocation of this grant. Minor changes may be approved through the ECHO Program. Such approval shall not be unreasonably withheld.
7. Understand that this is an annual grant of money only and that this agreement does not obligate the County to provide additional funds for the project or to be responsible for the completion of the project or the operation and maintenance of the project before or after the project is completed.
8. Grantee shall maintain the facility in clean working order and maintain and/or replace equipment, furnishings, and items described in this grant and/or purchased as part of this grant project for the public use as described in the application. This project shall remain open and in operation as set forth in exhibit A for a period of <XX> years.
9. There will be no reimbursement for obligations or expenditures made prior to the execution of this agreement unless the project is a Off Beach Parking or Historic Reimbursement Grant.
10. The Grantee shall provide all additional monies necessary to complete the project according to “Exhibit A” which shall include competent evidence, prior to the signing of the agreement, of its ability to complete the project. The Grantee shall have all matching funds on deposit in its account or valid contracts for grants from other entities prior to proceeding with the ECHO project. Grantee shall furnish the County with evidence of the matching funds in order to receive a Notice to Proceed. Grantee shall not encumber any ECHO project funds without a Notice to Proceed.
11. To the extent allowed by law, the Grantee agrees to hold the County harmless from any and all claims, liabilities, rights, and obligations arising out of the development and operation of this project as described in “Exhibit A.”
12. Signage showing the County of Volusia involvement is required:
 - a. Within 90 days of award, one (1) 4’ x 8’ exterior sign shall be placed in a prominent public location. See “Exhibit D” for design and wording.
 - b. Upon completion of the project, one (1) permanent 8 sq. ft. sign shall be placed on site in a prominent public location. See “Exhibit E” for design, wording, and material.
Note: Alternative signage and/or appropriate material may be considered when the need or reasonableness for the alternative sign is proven. A written request with a drawing to scale of the proposed changes must be sent to the ECHO Program for approval. The ECHO Program will respond in writing within 14 days after receipt of the Grantee’s written request.
13. The Grantee shall provide a program report annually over the agreement period in a format directed by the County.
14. The Grantee agrees to be bound to special conditions to the grant attached hereto and made a part of this agreement as “Exhibit F,” the Restrictive Covenants.

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15. The Grantee agrees to provide a payment and performance bond, naming the County of Volusia as co-obligee, for all contracted work prior to expenditure of ECHO funds. All work performed prior to receiving proof of the bond may be determined by the County as ineligible for reimbursement.
16. The Grantee agrees to be responsible for and comply with all local, State, and Federal permits and laws.
17. The Grantee agrees that failure to comply with this agreement, and all attached documents which are part of this agreement, may result in the Grantee repaying the grant funds, in part or whole, to the County. In addition, the Grantee agrees that failure to comply with all requirements may result in its being denied future grant funds for other projects under the ECHO grant program.
18. Trails and projects on public lands not owned by the applicant or its lessor: In lieu of the Restrictive Covenants and unrestricted ownership, for trails projects that are part of the County's Trails Master Plan approved by the County Council or projects on State and Federal lands, the public right of continuing access and undisturbed use shall be provided by a Use Permit, Land Management Agreement, or Project Management Agreement to which the applicant is party. If the Agreement is dissolved prior to the end of the time period stated in the Agreement that is included as part of the ECHO Grant Agreement or the project is deconstructed or no longer available for public use for the time period required based on the type of project (Section 1.5, 2 in the ECHO Guide), the grantee shall repay the County in the manner set forth in the Restrictive Covenants, as shown in Section 1.6 of the ECHO Application Guide, Section 3.

By their hands and seals, the duly authorized officers or representatives of these respective parties execute this document this <day> of <month>, <year> .

COUNTY COUNCIL

WITNESSES

Witness

Witness

COUNTY OF VOLUSIA, FLORIDA

County Chair

Attest County Manager

GRANTEE SIGNATURES

WITNESSES (Two):

Signature Witness

Printed Name of Witness

Signature Witness

Signature Witness

Printed Name of Witness

GRANTEE

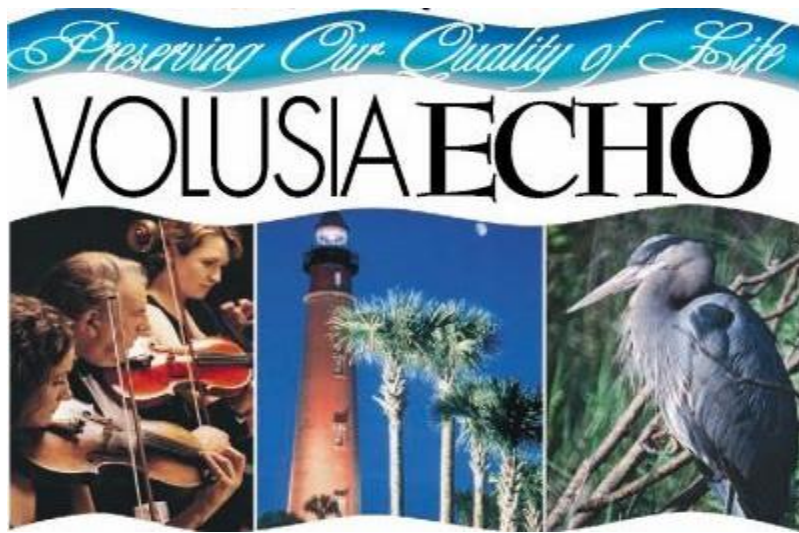
Name of Organization

Signature Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Exhibit A: Sample ECHO Application (2018-2019 ECHO Application will be available Aug. 2018 and due Dec. 2018)



**2017/2018 GRANTS-IN-AID
STANDARD & EXCEPTIONAL GRANT APPLICATION**

TIPS & FORMAT

- Read the instructions thoroughly in the ECHO Application Guide for specific information on what is required in each section of this application. The ECHO Application Guide may be downloaded from the ECHO web page at <http://www.volusia.org/services/community-services/echo/grantinfo.stml>.
- The ECHO staff may be contacted at 386-736-5955 for questions or requests.
- Answer everything in a clear and concise manner keeping in mind that the staff and the Grant Panel will not be familiar with the site or the project.
- Answer questions on the grant form inserting lines as needed.
- Insert attachments *only* when requested.
- Narrative answers must be in a type size of 12 point.
- Applicants must maintain the format and sequential order of SECTIONS and subject titles as presented in this application.
- Number the pages consecutively throughout the application regardless of the section.
- Respond to every question on the application. Do not write N/A; explain why the question does not apply.
- Do not include letters of support or a cover letter in your application.
- Contact the staff at 386-736-5955 if you need help with any of the questions.

SECTION 1 GRANT APPLICATION

GRANT APPLICATION FORM

- 1.) Applicant: (Legal name of organization as incorporated in the State of Florida)

Address: (mailing) _____

City: _____ State: _____ Zip Code: _____

Address: (Applicant's physical address) _____

City: _____ State: _____ Zip Code: _____

- 2.) Federal ID #: _____

Florida Not-For-Profit Corporation Charter # (IF applicable) _____

Florida Dept. of Agriculture & Consumer Services Registration # (IF applicable) _____

- 3.) Resident County Council District of Project: _____

- 4.) Contact Person:

Name: _____

Title: _____

Telephone #: _____ E-Mail: _____

- 5.) Project Title _____

- 6.) Project Location Address: _____

City: _____ State: _____ Zip Code: _____

- 7.) Type of Project: (Check one – See ECHO project categories)

☐ Renovation ☐ Restoration ☐ New Construction ☐ Acquisition

- 8.) ECHO Category: (Check all that apply – See ECHO categories)

☐ Environmental ☐ Cultural ☐ Historical ☐ Outdoor Recreation

- 9.) The project site or facility is: (Check one)

☐ Owned by Applicant ☐ Leased by the Applicant – length of lease _____

☐ Applicant has Land/Project Management Agreement – length of Agreement _____

Lease or Land/Project Management Agreement dates: _____ to _____

Note: Leases/Agreements must be binding and non-cancelable.

- 10.) Is the project site/facility mortgaged or will it be? ☐ Yes ☐ No

Current Mortgage: \$ _____ Mortgage at Closing: \$ _____

Mortgage length: _____ years Term ending date: _____

Name and Address of Lien Holder: _____

Is the facility in a Community Redevelopment District (CRA)? ☐ Yes ☐ No

- 11.) Type of Organization: (must be "A" or "B" to be eligible)

A.) ☐ Municipal government or a budgeted organization of Volusia County government.

B.) ☐ Not-For-Profit Corporation classified as a 501(c)(3)

2017/2018 ECHO Grants-in-Aid Standard & Exceptional Grant Application

12.) Project Funding (Grant Amount Request and Match):

1.) Standard Grant Request (Up to \$400,000.00):

- | | | |
|---------------------------------|----|-------|
| a. Volusia ECHO Program Request | \$ | _____ |
| b. Confirmed Match Funds | \$ | _____ |
| c. Total Project Cost | \$ | _____ |

13.) Mandatory Workshop was attended by: _____ Date: _____

NOTE: If applying for an Exceptional Grant the form on page 6 must be complete.

14.) List any prior grants received from ECHO: (include year, project name and amount)

1.2 MISSION:

1.) Provide the Mission Statement for your organization.

1.3 PROJECT TEAM:

- 1.) List the names and addresses of the architect, engineer, design consultants and/or general contractor selected. Include the name(s) of the person(s) who have signed form 1.6.
- 2.) List the person(s) who created the section 3.1 budget and their experience with this type of project.
- 3.) If a complete list is not available, explain why and when the project team will be selected.

1.4 MANAGEMENT PROSPECTUS:

- 1.) Include a list of the names of staff dedicated to this project, their responsibilities and the percentage of time each will be spending on the project per week.

1.5 RESTRICTIVE COVENANTS – NOTICE OF FUTURE REQUIREMENT IF GRANT IS AWARDED

- 1.) Do you agree to comply with the requirement to file Restrictive Covenants with the Volusia County Clerk of the Court if ECHO Grant is awarded?(A sample of the Restrictive Covenants language is found on page 49 in the ECHO Application Guide)

☐ YES

☐ NO

■ If the project of the application is mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on State or Federal land not owned by the applicant, a letter from the Mortgagee or Lessor, stating that they agree to sign the Restrictive Covenants, must be supplied with the application.

■ Applicants with projects on State owned land are automatically exempt from this requirement, but are held to the same liquidated damages cited within the Restrictive Covenants through language found in the final ECHO Agreement for which the grantee is held responsible.

1.6 FORM – CERTIFICATION OF INFORMATION AND COMPLIANCE

I/We certify that all of the information contained within this application and subsequent attachments is true and correct to the best of my/our knowledge, and that the project for which the application is made shall be in compliance with the Americans with Disabilities Act of 1990, and that should a grant be awarded, the organization agrees to comply with the conditions of the grant award agreement including the Restrictive Covenants.

1.OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE OWNER OF THE PROPERTY

Signature: _____

Typed Name: _____

Phone Number: _____ Date: _____

2.OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE APPLICANT

Signature: _____

Typed Name: _____

Phone Number: _____ Date: _____

3.CHIEF FINANCIAL OFFICER FOR THE APPLICANT

Signature: _____

Typed Name: _____

Phone Number: _____ Date: _____

4.NOT FOR PROFITS ONLY – PRESIDENT, BOARD OF DIRECTORS

Signature: _____

Typed Name: _____

Executive Board or Board of Directors meeting when this grant application was reviewed and approved. Meeting Date: _____ Phone Number: _____

2017/2018 ECHO Grants-in-Aid Standard & Exceptional Grant Application

1.7 EXCEPTIONAL GRANT REQUESTS ONLY:

Maximum grant request is \$1,800,000.00 with distribution of up to \$600,000.00 for 3 consecutive years. The required match is 4:1. The time frame to complete construction is two years following the date of the last year funds are provided.

ANNUAL AMOUNT REQUESTED/MATCHED

	<u>ECHO Request</u>	<u>4:1 Match</u>
Grant Year #1	\$ _____	\$ _____
Grant Year #2	\$ _____	\$ _____
Grant Year #3	\$ _____	\$ _____
TOTAL EXCEPTIONAL PROJECT:	\$ _____	\$ _____

The Exceptional Project Applicant: ☐ Agrees ☐ Does not agree - to accept a grant award of \$400,000.00 for one year if an Exceptional Project Grant amount is not approved by the ECHO Grant Review Panel or the Volusia County Council.

Signature: _____
(Official with applicant signature authority)

Typed Name: _____

Title: _____

Phone Number: _____

SECTION 2: PROJECT DESCRIPTION

2.1 PROJECT ASSESSMENT

- 1.) Provide a narrative explaining how your project will meet the goals set by *Resolution 2000-156* “to enhance the quality of life for its residents by providing environmental, cultural, historical and outdoor recreational opportunities”. (State your goals in bold type; Describe how this project will impact the community and enhance the quality of life for its citizens; Use real numerical data and insert documents/contract agreements which back up your narrative)

2.2 PROJECT DESCRIPTION

- 1.) Describe project and construction timeline.
- 2.) Document how construction design and operational strategies use “green”/sustainable standards: (give ***specific*** examples for ***this*** project – a statement agreeing to follow local guidelines is not acceptable)
 - a. Provide a narrative explaining how the project was designed with the environment in mind. What steps have you taken or will you take to reduce/recycle/reuse?: (see examples of recycled products in the ECHO Application Guide)
 - i. The construction phase?
 - ii. The operational phase?
- 3.) What is the projected date for this project to be completed and accessible to the public?
- 4.) Describe any additional phases planned for this project.

2.3 Drawings: (Drawings are required by all applicants. Drawings must fold to an 8 ½ X 11 size to fit securely and neatly in the application booklet. Drawings must be to scale with a bar scale and include a legend)

- ☐ Street locator map
- ☐ Site Plan
- ☐ Preliminary and schematic drawings
- ☐ Design and development documents
- ☐ Construction documents
- ☐ Any other drawings which may be helpful in understanding the project scope/features

2017/2018 ECHO Grants-in-Aid Standard & Exceptional Grant Application

SECTION 3: BUDGET DETAIL/MATCHING FUNDS

3.1 PROJECT BUDGET DETAIL CHART: Fill out budget chart provided, adding rows as needed. Place match monies in column corresponding to appropriate "Match Code": Explanations of match codes can be found in the guidelines on page 24.

CHART 3.1: CONSTRUCTION PHASE EXPENDITURES ADD ROWS AS NEEDED	UC +	LM +	In-Kind	PSC	= Match	ECHO	Total
General Requirements:							
Mobilization, Waste Collection, etc.	\$5.00				\$5.00		\$5.00
Contractor Fees		\$5.00			\$5.00		\$5.00
Subtotal	\$5.00	\$5.00			\$10.00		\$10.00
Architectural Services:							
Consultant Services	\$5.00				\$5.00		\$5.00
Final Construction Drawings							
Subtotal	\$5.00				\$5.00		\$5.00
Site Construction:						\$20.00	\$20.00
Earthwork							
Parking Lot							
Landscaping							
Subtotal						\$20.00	\$20.00
Electric:	\$5.00				\$5.00	\$5.00	\$10.00
Wiring throughout							
Smoke Detectors, Security Alarms							
Subtotal	\$5.00				\$5.00	\$5.00	\$10.00
Equipment:	\$5.00				\$5.00	\$5.00	\$10.00
Stage lighting and Sound							
Subtotal	\$5.00				\$5.00	\$5.00	\$10.00
Finishes:				\$5.00	\$5.00		\$5.00
Floor Coverings							
Plaster							
Painting							
Subtotal				\$5.00	\$5.00		\$5.00
Renovation of existing building (add lines describing specialized materials, process, etc.):							
Metals:							
Structural	\$5.00			\$5.00			
Subtotal	\$5.00			\$5.00	\$10.00	\$10.00	\$20.00
Wood and Plastic							
Carpentry							
Plastic Laminate							
Subtotal							
ECHO Signage:							
Temporary		\$5.00			\$5.00	\$5.00	\$10.00
Permanent		\$5.00			\$5.00	\$5.00	\$10.00
Subtotal		\$10.00			\$10.00	\$10.00	\$20.00
Thermal and Moisture:							
Sealant, siding, etc. IP							
Roof							
Subtotal							
					MATCH	ECHO	PROJECT
PROJECT TOTALS	\$25.00	\$15.00		\$10.00	\$50.00	\$50.00	\$100.00

3.2 **MATCH DOCUMENTATION**

Please see page 26 in the guide for a more in depth explanation of documentation.

1.) Provide official documentation of Match:

- a. Unencumbered Cash (UC):
 - i. ☐ Current Bank Statement **OR**
 - ii. ☐ Copy of signed resolution including pledged dollar amount, project name and dates the funds will be available
- b. Irrevocable Pledges (UC):
 - i. ☐ Notarized letter stating the pledged amount, the purpose of the pledge and the date the funds will be available (must include an itemized budget if pledge is for services).
 - 1. Pledged funds must be in the bank prior to the Grant Review Panel.
- c. In-Kind Services (IK) services/donations must have taken place no more than 7 years prior to the project:
 - i. ☐ Itemized list of products/services to include name of person/organization, description of goods/services, fair market value of in-kind contribution and date goods/services were provided.
 - ii. ☐ Future in-kind donations must have notarized letter from donor describing items/services and value of such.
 - iii. ☐ Previously provided in-kind service/donations do not require backup in this application, however, official documentation must be available for review upon request.
- d. Previously Spent Cash (PSC)
 - i. ☐ The encumbrances or cash expenditures completed within the seven (7) year period prior to the application.
- e. Land Match (LM) (trails of the County's Master Plan, projects on State or Federal land and property donated by the County are not eligible for match):
 - i. ☐ Copy of deed
 - ii. ☐ Copy of appraisal (property appraisal assessment or recent outside appraisal)

SECTION 4: OPERATING FORECAST DETAIL**4.1 OPERATING FORECAST NARRATIVE**

- 1.) Compose a narrative explaining the use of the facility/project and related costs. Narrative should include what staff will be needed, what additional maintenance will be required, what new programs will be added, etc.
- 2.) Provide Business Plan, Feasibility Study and Marketing Plan.
- 3.) List a fee schedule or state "No fees will be charged" (schedule should include members, non-members, reduced prices, etc.)
- 4.) Describe Maintenance and Replacement Plan (including fund source and depreciation plan).

4.2 FISCAL STABILITY

- 1.) Fill out Form 4.2 Business Information.

4.2 BUSINESS INFORMATION				
Operational funding for this organization	Prior Completed FY 15 - 16	Current FY 16 - 17	Projected FY 17 - 18	Next Projected FY 18 - 19
Fundraising, Memberships, Donations, etc.				
County Grant(s)/Funds (other than ECHO)				
Grant(s)/Funds - other (non county)				
Cash Donations				
TOTALS				
Administrative Costs				
Program Costs				
Educational & Educational Outreach Programs				
Contractor Services (for this project)				
Marketing & Advertising				
Payroll Total Expense				
TOTALS				
Number of Full-time Employees				
Number of Part-time Employees				
Volunteer Hours				
Value of Volunteer Hours (@\$____ hr)				
TOTALS				

- 2.) Has this organization defaulted on any grant in the past five years? If so, please explain.

4.3 FINANCIAL AUDIT/REVIEW/AGREED UPON PROCEDURES

- 1.) Insert the appropriate required documents listed in the Application Guide on page 31 & 32.

SECTION 5: SUPPORTING DOCUMENTS

NOT FOR PROFIT ONLY:

- 1.) Attach official IRS letter granting Not-for-Profit 501(c)(3) status in Florida.
- 2.) Attach the organization's most recent Uniform Business Report (also referred to as an Annual Report) filed with the State of Florida, Divisions of Corporations.

UNRESTRICTIVE OWNERSHIP OR UNDISTURBED USE OF FACILITY:

- 1.) Attach unrestricted ownership/undisturbed use documentation unless the project is an acquisition of real property. Insert a letter of intent to sell from the owner for Acquisition Projects.

You may provide further information to demonstrate how your program will benefit the citizens of Volusia County. Do not include any information already required in Sections 1 – 4.

2017/2018 ECHO Grants-in-Aid Standard & Exceptional Grant Application

ATTACHMENT CHECKLIST: Please check your application before sending.

The following items/documentation **must** be included with your application or your application **will not** be scored. All match sources must be secured and proof thereof submitted by the Application Deadline in the Application Review Calendar found <http://www.volusia.org/services/community-services/echo/>.

APPLICANT

- ☐ ECHO Application, completed and signed
- ☐ Proof of ownership or copy of lease
- ☐ Mission Statement for Organization
- ☐ Form 1.6 – Certification of Information and Compliance, completed and signed
- ☐ Street Locator Map
- ☐ Site Plan
- ☐ Preliminary & Schematic Drawings
- ☐ Design & Development Documents
- ☐ Construction Documents
- ☐ Official Documentation of Match
- ☐ Business Plan
- ☐ Feasibility Study
- ☐ Marketing Plan
- ☐ Financial Audit Documents (listed in the Application Guide page 30)
- ☐ Not-for-Profits only: IRS Status Letter classifying Organization as a 501(c) (3)
- ☐ Restrictive Covenants or Statement agreeing to follow this requirement
- ☐ Other

ECHO STAFF

- ☐ ECHO Application, completed and signed
- ☐ Proof of ownership or copy of lease
- ☐ Mission Statement for Organization
- ☐ Form 1.6 – Certification of Information and Compliance, completed and signed
- ☐ Street Locator Map
- ☐ Site Plan
- ☐ Preliminary & Schematic Drawings
- ☐ Design & Development Documents
- ☐ Construction Documents
- ☐ Official Documentation of Match
- ☐ Business Plan
- ☐ Feasibility Study
- ☐ Marketing Plan
- ☐ Financial Audit Documents (listed in the Application Guide page 30)
- ☐ Not-for-Profits only: IRS Status Letter classifying Organization as a 501(c) (3)
- ☐ Restrictive Covenants or Statement agreeing to follow this requirement
- ☐ Other

Exhibit B: ECHO Quarterly Project Report & Reimbursement Request Form



COUNTY OF VOLUSIA
ECHO GRANTS-IN-AID AGREEMENT
QUARTERLY PROJECT STATUS REPORT FORM

INSTRUCTIONS: Fill out all information and return this form to the ECHO department by email to jmarcum@volusia.org . You may type your answers directly into this document. If you are submitting a budget change request, all forms must be signed and sent to Jill Marcum at jmarcum@volusia.org .

For Reporting Period (please check one):

Quarter 1	_____	January 1 through March 31	Due April 15
Quarter 2	_____	April 1 through June 30	Due July 15
Quarter 3	_____	July 1 through September 30	Due October 15
Quarter 4	_____	October 1 through December 31	Due January 15

Grant Number: _____ Name of Organization: _____

Name of Project: _____

- 1) The completion percentage of the project design is ____%; construction is ____%.
- 2) In a narrative explain what progress has been made since last quarter.
- 3) Y or N - Has there been a change in the **construction timeline** since last quarter? If so, attach a chart that shows the old timeline compared to the new timeline, and a narrative explaining why the change was necessary and what the differences will be.
- 4) Y or N - Has there been a change in the **project information** (description or scope of the project) since last quarter? If so, please explain.
- 5) Y or N - Has there been a change in the **budget detail**? If so, complete the Budget Request Change Form found at <http://www.volusia.org/services/community-services/parks-recreation-and-culture/echo/post-award.stml> under the heading "Grantees"). Include a cover letter officially requesting the County to approve the change and send to Jill Marcum at jmarcum@volusia.org **before you proceed with construction.**
- 6) Y or N Has there been a change in the **design** of the project? If so, you must provide a drawing showing the change (current vs. proposed) and a cover letter officially requesting the County to approve the change **before you proceed with construction.**

Signature of Grant Project Contact

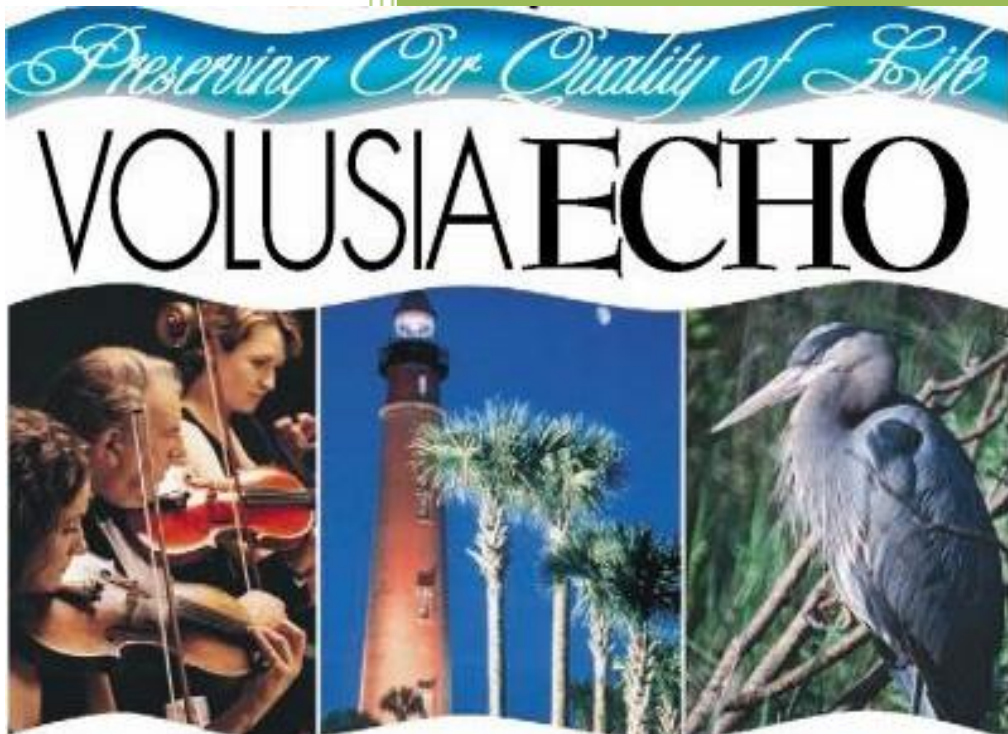
Date

ECHO/MATCH EXPENDITURES & REIMBURSEMENT REQUEST FORM								Page <u>1</u> of <u>1</u>	
Organization: / Project Title:						Grant Project #:			
Grand Total ECHO Request Amount:			\$		Date:			ECHO	MATCH \$
Item Description as shown in your ECHO Budget	Appli.# (or invoice#)	Order Date	Service Provider	Invoice Date	Check #	Date Paid	\$ Amount	In-Kind \$ Amount	Cash \$ Amount
				Total This Page:			\$ -	\$ -	\$ -
				Grand Total ALL Pages:					
Signature / Official Grant Representative Date									
NOTE: (1) Requests for ECHO reimbursement and cash Match must include backup documentation including: work order, invoice/receipt, and a copy of both sides of each canceled check or a bank image showing the check has processed. (2) Documentation for "In-Kind Match" must be provided in the form of letters including description of the service/work provided, the dollar value of the service/work performed, the name of the provider/volunteer, and the date & hours the provider/volunteer worked to support the amount requested. The following rate value applies: Non-professional volunteer service - \$5.15/hour Youth volunteers - \$5.15/hour Professionals - \$ current market value/hour. (ECHO will not pay over the standard professional fee even if your provider receives a higher than average fee for their services.) (3) A Release of Lien for both ECHO and Match dollars must be provided for reimbursements to be processed for Not-for-Profits. (4) Listed expenditure categories must correspond with the categories listed in the original application budget or an explanation must be given as to why they are different.									

Exhibit C: ECHO Application Guide



ECHO GRANTS-IN-AID APPLICATION GUIDE



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■ INTRODUCTION ■

The Volusia ECHO program, generated by a grass roots initiative, resulted from a citizen approved referendum passed November 7, 2000. Volusia ECHO provides grant funds to finance acquisition, restoration, construction or improvement of facilities to be used for environmental, cultural, historical and outdoor recreational purposes.

Resolution 2000-156 states: It is the intent of the County Council that the funds be allocated throughout the County to provide broad geographical distribution and apportioned appropriately among the environmental, cultural, historic and outdoor recreation projects.

The Volusia ECHO Program seeks to enhance the quality of life of Volusia County's residents by working to achieve the following goals over a broad geographic base:

- Provide environmental/ecological, cultural, historical/heritage, and outdoor recreational opportunities.
- Preserve significant archaeological or historic resources; and develop, enhance, and promote heritage tourism opportunities, experiences, and resources.
- Foster public memory and community identity by promoting and providing access to destinations and experiences associated with past events, peoples, and places within the County of Volusia.
- Provide high quality, user oriented outdoor recreational opportunities including, but not limited to, access to the Atlantic Ocean through the establishment of oceanfront parks and off-beach parking.
- Improve the quality of life for Volusia's citizens by providing access to the cultural arts, increase cultural based tourism, and encourage redevelopment and revitalization of downtown and urban areas through the provision of cultural arts facilities.

There are three steps in the ECHO process:

First, the applicant organization must be eligible to apply and the subsequent application must demonstrate eligibility. Once this first challenge is met, County staff will submit the application to the County ECHO Advisory Committee for review, scoring, and funding recommendation.

Second, the application must achieve a minimum score of eighty from the ECHO Advisory Committee acting as the Grant Review Panel in order to be recommended for funding.

Third, the project must be approved for a grant by official action of the County Council.

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■ OVERVIEW OF ECHO

ENVIRONMENTAL

Understanding of the environment and educating the public are key factors in maintaining a healthy sustainable community. ECHO funds support development of environmental learning centers, which provide programs on how daily lifestyle decisions affect our environment and future sustainability. Volusia County is a diverse and delicate ecosystem, ranging from low beach and marsh areas to high and dry pine forests. A sole source aquifer below the county's land mass sustains our water needs. It is critical that a proper balance is maintained between preserving life sustaining ecological systems and meeting the demands of our increasing population.

CULTURAL

Cultural activities play an important role in improving the quality of life for citizens. The arts increase the county's tourism-based economy and encourage redevelopment in our downtown and urban areas. In addition to the ECHO program, the County Council approved an Art in Public Places program that requires one-half of one percent to one percent of capital construction costs for county government projects to be used to acquire art for permanent display. The County Council also approved the Community Cultural Grant Program, which provides funds for general operating support of local not-for-profit cultural organizations.

HISTORICAL

Volusia County is home to over 200 sites listed on the National Register of Historic Places, including downtown neighborhoods, agricultural and educational districts, and individual buildings, churches, and archaeological sites. In 2005, the County Historic Preservation Board, a County Council Advisory Board, developed a list of "critical" historic properties. In an effort to save Volusia County's Historical Landmarks, special ECHO policies were approved by the County Council to encourage restoration and acquisition of these endangered facilities. Each year, the Florida Trust for Historic Preservation recognizes significant contributions of individuals, societies, businesses, and government entities that have demonstrated outstanding achievement in the field of historic preservation through its statewide Annual Preservation Awards Program. The County of Volusia received the "Outstanding Organization Achievement Award" in 2010 for its commitment to historic preservation through the ECHO program.

OUTDOOR RECREATION

Outdoor recreation plays an important role in the quality of life of Volusia County residents and tourists. The final ECHO resolution, passed by our citizens, resulted from a grass roots initiative that viewed Volusia County as an extensive and vibrant park system. Our County's abundant natural resources enrich our lives through passive and active sports parks. Additionally, the countywide trail system meanders as a linear park throughout Volusia County.

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■ APPLICANT ELIGIBILITY REQUIREMENTS

APPLICANTS MUST BE:

■ Volusia County Government

OR

■ Municipal Government within Volusia County

OR

■ Not-For-Profit Corporation that meets the following criteria:

A Not-For-Profit corporation incorporated in the State of Florida and classified as a 501(c)(3) tax exempt under Federal Internal Revenue Service regulations and designated in compliance with s.170 of the Internal Revenue Code of 1954.

AND

Has maintained incorporated status for a more than 2 years prior to the application deadline.

OR

Has been incorporated in the State of Florida for less than 2 years at the time of the application deadline but has provided sufficient evidence of operations for a minimum of 10 years in Volusia County and provided the most recent 5 years of Independent Certified Audits and Management Letters of the organization's Annual Financial Statements.

OR

Is a registered as a Foreign Corporation doing business in the State of Florida with a local group within Volusia County that can provide sufficient evidence of public service to Volusia County citizens for the five year period prior to the ECHO application deadline. Foreign corporations must also demonstrate five years of 501(c)(3) status in its State of Incorporation.

■ APPLICATION/PROJECT ELIGIBILITY REQUIREMENTS:

- 1) Application Submittal. A signed Standard or Exceptional ECHO Grants-In-Aid Application Form, with complete information as required in Sections 1 through 4 (Section 5 is optional) in compliance with submittal requirements, must be submitted by the deadline. If the application is received after the submission deadline, the County will not accept the submittal and the application is ineligible.
- 2) Pursuant to Volusia County Council Resolution 2000-156, the organization's application project must meet the following criteria: The Volusia ECHO Program funds are to be used solely to finance acquisition, restoration, construction, and improvement of environmental/ecological, cultural, historical / heritage, and outdoor recreation facilities for public use.
- 3) Management services agreements, existing or anticipated. The continuing use of any facility built with ECHO funds must be consistent with ECHO program goals as set forth in this application guide. The commitments and obligations for use and public access in the original grant application and the binding restrictive covenant must be maintained. ECHO recognizes that public-private partnerships may be mutually beneficial. Private, for-profit entities may be engaged to perform management services only if the ECHO goals and the application commitments are maintained. All

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management agreements, existing or future, must be approved by the County to ensure compliance with these objectives. For existing or potential agreements, the applicant shall provide the name of the management service, contact, phone number, and address.

- 4) Unrestricted Ownership/Undisturbed Use of Facility. Documentation of the ownership or lease of the facility and property shall provide for undisturbed use. Length of the lease shall be consistent with requirements set in the Restrictive Covenants. Leases shall not be cancelable without cause. Owners of leased property must be a municipality of Volusia County, the County of Volusia, the State or Federal government, or an eligible Not for Profit.
- 5) Restrictive Covenants, accompanied by the complete legal description of the project property, must be filed with the Clerk of the Court if a grant is awarded. The complete legal description of the property is required and is found on the survey and/or the deed. If the project of the application is on mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on State or Federal land not owned by the applicant, a letter from the Mortgagee or Lessor, stating they agree to sign a Restrictive Covenants, must be supplied with the application. Land Management Agreements for trails of the County Master Plan or Project Management Agreements for projects on State or Federal lands not owned or leased by the applicant are acceptable in lieu of Restrictive Covenants but are subject to the same penalties of the Restrictive Covenants as stated in the ECHO Grant Agreement.
- 6) Acquisition Projects. Applications which request funding for the acquisition of property as part of a project must include a notarized letter of “agreement to sell” from the current property owner and provide an appraisal by a State Certified or MAI appraiser unless the sale price is \$250,000 or less, whereby a Certified General Appraisal is acceptable.
- 7) Architect and Construction Bid Requirements. Following a grant award, if the grantee seeks to contract for architectural or construction services, the Grantee shall bid to a minimum of three providers. Submit selected provider(s) to the ECHO office, the Grantee shall provide the mailing list of the providers and a spread sheet documenting submitted bids.
- 8) The Grant Review Workshop and Technical Completeness Review are **MANDATORY**. Attendance at one workshop and submittal of the application for a Technical Completeness Review are required.
- 9) Application Eligibility Meeting. The applicant must attend the **MANDATORY** Eligibility meeting to respond to initial questions from the Committee.
- 10) Grant Review Panel session. The applicant must attend the Grant Review Panel session to respond to the Panel’s questions and concerns.
- 11) The project must be accessible to the public and may not discriminate in the schedule of fees or terms of use of the facility.
- 12) The applicant may not owe the County of Volusia any money or have any outstanding violations of Volusia County Code of Ordinances
 - a) The ECHO Committee strongly suggests applicants request a “Clean Hands” search well in advance of submitting an ECHO grant to determine if they owe money to the County or are in violation of a County Code.
 - b) The ECHO Clean Hands form has instructions and lists the contacts in each of the five (5) County Departments to which it, and the Not-For-Profit Officers and Shareholders form, must

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be submitted. Forms and information may be found on the web at <http://www.volusia.org/services/community-services/echo/>. The County ECHO staff will conduct a Clean Hands search of all applicants prior to presenting the recommended awards to the County Council. Failure to resolve clean hand situations prior to the County Council meeting will result in the applicant being ineligible for a grant award.

- 13) The applicant must comply with all legal, financial, reporting, and record maintenance requirements set forth in the application guidelines and agreement.
- 14) The applicant must have satisfied all administrative requirements of previous grants/agreements received from/administered by the County of Volusia.
- 15) The applicant must agree to match, at a minimum, dollar-for-dollar match value, the grant amount requested from the Volusia ECHO Program.
- 16) Applicants requesting Exceptional Project status agree to match, at a minimum, four dollars value to every ECHO dollar.

■ **ACCESSIBILITY REQUIREMENTS**

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States, as defined in Section 7 (20), shall, solely by reason of his/her handicap (disability), be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

In addition, the Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), State and local government services (Title II), and places of public accommodation and commercial facilities (Title III).

Regardless of federal funding requirements, all Volusia County ECHO grant award agreements state, "All acts to be performed in conjunction with this agreement shall be performed in strict conformity with all applicable laws of the State of Florida." This includes compliance with Chapter 553, Florida Statutes, BUILDING CONSTRUCTION STANDARDS, Part V, and accessibility by Handicapped Persons. This statute formally incorporates into the laws of Florida the accessibility requirements of the Americans with Disabilities Act of 1990.

Important:

Applicants must review both the compliance mandates of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 for information regarding facility accessibility. Contact the State Architectural and Transportation Barriers Compliance Board for assistance. The National Endowment for the Arts can also be contacted for information; ask for assistance through their Office of Accessibility at 202-682-553 or <http://www.nea.gov/resources/Accessibility/pubs/DesignAccessibility.html>. Request the 504/ADA Handbook. This Handbook provides helpful information regarding compliance with federal laws; HOWEVER, there are instances where the State of Florida law prescribes access measures which exceed the federal standards. In case of conflict, the organization must comply with the more stringent requirement. For information on the state standards, please contact the State of Florida Division of Cultural Affairs at 850-245-6356 or at their website, ADA Compliance Support:

< <http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/625020015.pdf> >.

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■ **PROJECT EXTENSIONS**

Grantees may request extensions for encumbrance of funds by writing to the ECHO Program no later than 60 days prior to the end of the project time limit period. Extensions by staff may not exceed an additional 365 days beyond the project time period allowed for a standard project or phase of an Exceptional project. It is expected by the County that, at a minimum, all grant funds and match funds will be encumbered within the required project time limit, unless uncontrollable unforeseen circumstances occur. The ECHO Program will send a written response within thirty days of receipt of the request, approving or denying the extension. Denials may be appealed to the County Council.

■ **CHANGES IN PROJECT SCOPE OR VENUE**

Prior written County approval is required when a change affects the design, scope or intended use of the project. The design provided in the application is part of the ECHO contract Agreement.

Prior approval must be granted by the County before expenditures are encumbered for proposed design changes or a construction change is ordered in an existing contract.

- a) Grantees considering design changes must notify the County at the earliest time possible.
- b) County staff may approve changes, including budgeted line items, that do not alter the intent of the grant agreement or scope of the project.
- c) Major changes, determined as such by the County, that alter the budgeted use of grant/match funds or the intended use or central design of a facility **MUST** receive final approval from the County Council after review and recommendation by the ECHO Advisory Committee.
- d) Applicants are advised that this approval process may take several months.
- e) When the County Council must approve changes, the grantee shall not encumber ECHO or Match funds for the change in venue or scope prior to final approval by the County Council.
- f) Grantees who receive multiple grants for a project over several grant cycles must maintain the budget policies set in the year in which the individual grant was awarded unless the County approves that they may combine budgets.

■ **PROJECT TIME LIMITS:**

Upon approval of the project by the Volusia County Council, all applicants must execute the ECHO Grant-Agreement within six (6) months. ECHO projects must complete construction within 730 days of execution of the Grant Agreement by the County. ECHO projects must encumber grant and match dollars within 365 days of the execution of the Grant Agreement. Physical public access is required after each ECHO project is complete. Construction must begin within six (6) months of clearing the site or demolition and removal of any structures. The 730 day period for completion may be extended as set forth herein.

100% of the ECHO funds awarded must be allocated toward products and services occurring after issuance of the notice to proceed by the County unless the project is a historic reimbursement or off-beach parking project.

Note: You are not ready to submit an application under this deadline if you cannot reasonably assure that the grant and match funds will be encumbered and construction complete within the defined timeline.

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■ **FUNDING AMOUNTS/POLICY/CAPS & RESTRICTIONS**

■ **FUNDING POLICY**

The County Chief Financial Officer shall determine the amount of funds available for award each year. Each application that is recommended for funding will be funded at 100 percent of the requested amount as funds are available. If the recommended awards result in a grantee receiving only partial funding, the applicant will be given the option of accepting the partial funding amount during the Grant Review Panel session. The potential grantee shall provide a revised budget to the County prior to the approval of final award by the County Council that describes the use of the reduced ECHO grant and corresponding match.

■ **GRANT FUNDING AMOUNTS**

STANDARD SINGLE-PHASE PROJECT: The maximum grant amount request is \$400,000 annually. The minimum amount is \$12,500. Required match is 1:1. A standard project is defined by the total square footage of the facility to be constructed, renovated, or improved and the site on which the project exists. Both the improved and unimproved property will have an established footprint based on the initial application. The time frame to complete construction and be fully open to the public is two (2) years from the execution of the Grant-in-Agreement by the County.

EXCEPTIONAL PROJECT: Maximum grant request is \$1,800,000 with distribution of up to \$600,000 for up to three (3) consecutive years. Required match is 4:1. The time frame to complete construction is two years following the date that the last year funds are provided. (See Appendix B for further information)

■ **FUNDING CAPS OVER LIFE OF ECHO PROGRAM**

STANDARD SINGLE-PHASE PROJECT OR COMPLEX: A project or facility complex may receive multiple standard grants up to, but not more than, \$2.4 million over the life of the ECHO program unless the project provides a substantial expansion to the total square footage of a project or site, which results in significant additional public use. Such an expansion may allow the Grantee to apply for an additional \$2.4 million. Approval by the County Council is required prior to application in order for an applicant to exceed the initial \$2.4 million funding cap.

EXCEPTIONAL PROJECT AWARDS: No project or facility complex may receive more than one Exceptional grant award through the life of the ECHO program. If the Exceptional award was not the maximum award, the applicant may request Standard Single-Phase project grants to reach the cap amount.

■ **APPLICANT AND PROJECT RESTRICTIONS**

- 1) No more than one application for the same project, facility complex, or site will be accepted in a single grant cycle.
- 2) No organization, whether public or private, may apply for multiple projects that duplicate each other or an existing or planned ECHO related function in the same area of service. Projects for historic restoration, a trail system, or off-beach parking are exempt from these restrictions. County staff shall determine duplication and eligibility. Appeals may be made to the ECHO Advisory Committee.

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- 3) When projects from different organizations duplicate each other in function and area of service, whether public or private, in the same grant cycle, only the highest ranked eligible project may be funded. County staff shall determine duplication and eligibility. Historic restoration, a trail system, off-beach parking, and established, fully open to the public ECHO related projects, are exempt from these restrictions. A project that is not open to the public, that is located in an existing complex which is open to the public, is not exempt from this restriction. Appeals may be made to the ECHO Advisory Committee.
- 4) Projects, without construction designs that guarantee ECHO related uses, are ineligible.
- 5) Projects, whose owner/tenant (the applicant) does not provide ECHO related services as their main mission, are ineligible.
- 6) Projects which ultimately allow access only to the exterior of a building are ineligible.
- 7) Projects intended primarily for students, faculty, and staff and/or which are intended to augment or supplement a curriculum are ineligible.
- 8) Projects on multi-use campuses/complexes with no designated parking are ineligible.
- 9) Projects solely for depreciable items, with less life expectancy than the required grant agreement period, are ineligible unless there is sufficient evidence the applicant has the ability to replace them.
- 10) Before the County will approve a grant for acquisition, all documentation required by this application and required by law or by any party for closing must be presented for review by staff and by the County Council. The term "any party" shall include seller, buyer/applicant, mortgagee, lien holder, realtor, title company, insurer and closing agent. ECHO funding is restricted to the actual purchase price and does not include closing fees and costs or property tax payments. All funding must be approved by the County Council.

Open ECHO grants and Public Access. The project of the ECHO application may not have more than two open ECHO grant awards to be an eligible application. Public access must be provided within four (4) years of the initial ECHO award to be eligible to apply for additional ECHO funding.

■ **MANDATORY TECHNICAL COMPLETENESS REVIEW:**

Applicants must provide ONE paper copy of the full application they will be submitting for ECHO funding to receive a technical completeness review from the county. Do not send original materials – The draft copy must be complete in order to meet this eligibility requirement. This application will not be returned to the applicant and will be held for public record. County staff will review the application to determine if it meets technical completeness status. The application will be reviewed for completeness requirements only (Sections 1-4) and will not receive a qualitative evaluation on what would make the application more competitive. Upon request, county staff will meet with the applicant to suggest how to answer the questions and requirements within the application more completely. Applications will only be accepted electronically. For submittal and submittal deadlines please see calendar on ECHO Website: <http://www.volusia.org/services/community-services/echo/>. If the application is received after the submission deadline the County will not accept the submittal and the application will be deemed ineligible.

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■ ***FINAL APPLICATION MUST BE COMPLETE, SIGNED AND SUBMITTED BY THE DEADLINE.*** ■

See calendar on ECHO Website: <http://www.volusia.org/services/community-services/echo>. If the application is received after the submission deadline the County will not accept the submittal and the application will be deemed ineligible.

■ **Deficiency correction prior to final application deadline:** Applicants who have delivered their final application prior to the final deadline, and who discover a deficiency, may submit their application prior to the final application deadline through the electronic submission system. **No deficiency correction will be allowed after the final application deadline**

■ **Mandatory “Amending Supplement” for the County** – If the applicant is advised, they must provide to the County all documentation noted as deficient in the County’s Final Review report. The amending supplement must be submitted electronically via email with the subject titled as follows: name of the organization, name of the project, and the grant number assigned to the application. The email shall also include a list of the documents attached to the email. The amending supplement documents shall clearly indicate the section of the application being replaced, changed, or supplemented on each of the pages. (These will be labeled as “addendums”.) Additionally, they will be published on the web.

■ **SUBMISSION FORMAT & MAILING PROCEDURES**

■ **APPLICATION SUBMISSION AND MAILING FORMAT**

Application uploaded after the application deadline will not be accepted by the County. The Final Review spreadsheet submitted to the ECHO Advisory Committee will identify the ineligible projects. Application packages that are not complete by the Final Deadline will be declared incomplete by ECHO staff and will be noted as such on the Final Review spreadsheet. The ECHO Advisory Committee has final determination as to the completeness of an application and its acceptance for subsequent scoring.

The Original application and all copies shall contain all information requested in Sections 1-4; Section 5 is optional.

The application must be numbered consecutively, regardless of application Sections. Page 1 is the first page of the application form and is placed first in the Application. Do not begin each Section with Page 1.

1. Answer the questions and write narratives within the application adding lines as needed, only insert pages where it is required.
2. Text must be typewritten in at least 12 point.
3. Applicants are encouraged to scan in and include all support materials in the electronic application. Supporting material that cannot be incorporated in the electronic submittal system (i.e. drawings may be submitted by providing a cover sheet indicating the organization’s name along with 10 sets of material, separated by color paper, to the ECHO Program at Volusia County Community Services office 110 West Rich Ave., DeLand, FL, 32720. This material must be hand delivered or received by close of business of the application due date.

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■ **APPLICATION REVIEW PROCESS**

■ **Application Review by the County**

ECHO Program Staff shall determine whether each application is eligible; including compliance with applicant/project eligibility and completeness requirements. Applications missing items or not meeting application/project eligibility requirements may be deemed ineligible. ECHO Program staff will provide each applicant with a Final Review indicating eligibility and the completeness status prior to the mandatory eligibility review.

■ **ECHO Advisory Committee Review for Eligibility/Site Visits**

ECHO Program staff will provide copies of the Final Completeness Reviews and applications to the ECHO Advisory Committee prior to the Eligibility Meeting/Site Visits. At the **MANDATORY** meeting, the ECHO Advisory Committee shall visit each applicant's project site, at which it is mandatory that the applicant's representative is in attendance. At the site visit the applicant will have the opportunity to make a brief presentation and answers questions from the committee, these visits could take multiple meetings. After the site visits the committee will confirm the eligibility of the applications.

ECHO Advisory Committee members may contact ECHO Program staff during their review of the applications to better understand statements within the applications and clarification on ECHO policies, procedures, and criteria.

■ **Grant Review Panel Meeting and Recommendation of Awards**

The ECHO Advisory Committee sits as the Grant Review Panel to review and score the eligible applications. The Committee will:

- 1) Determine exceptional status for any applications requesting such;
- 2) Score and rank all eligible projects and
- 3) Indicate their reasons for the scores by writing comments on the Project Evaluation Sheet forms. Comments are intended to assist the applicant in future applications and should include remarks relative to the strength or weakness of the application, and
- 4) Sign and date the score sheets and provide them to the County for public record. Eligible applications will be evaluated on "competitive criteria" found in sections two (2), three (3), and four (4), along with information verbalized by the applicant as part of their grant review panel session. The total number of possible points is 100. Each panel member's evaluations will be based on 1) administrative compliance of the grant, 2) project description, 3) budget detail, and 4) operating forecast details. Evaluations are averaged to determine a score for the application. In calculating an average score, the highest and lowest individual scores will not be included. Each panel member may grant additional points for applications which provide sufficient evidence that sustainability elements are part of the approved project design Section 2 of this guide. Applications scoring 80 or above will be recommended for grants to the County Council by the ECHO Advisory Committee. Projects not recommended by the ECHO Committee may be funded by a majority vote of the County Council.

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Example Evaluation Score Sheet:



APPLICATION NUMBER:

APPLICANT:

PROJECT TITLE:

AMOUNT REQUESTED:

EVALUATION CRITERIA	SCORE (Score Range)	Review Score
ADMINISTRATIVE COMPLIANCE (Sections 1 – 4): Application is submitted on time, complete and has all requested information/attachments. Organization’s mission, project team and management prospectus is defined. Project is ready to begin within a reasonable time frame after funds are awarded. Comments:	(1 – 20)	
SECTION 2 - PROJECT DESCRIPTION: Project needs assessment is met and viable. Project will be an asset to the community and fulfils the mission of ECHO. Project description of design and operational strategies use of “green”/sustainable standards included. All required drawings attached. Comments:	(1 – 30)	
SECTION 3 – BUDGET DETAIL/MATCHING FUNDS: Organization has balanced budget and accurate match documentation. Comments:	(1 – 25)	
SECTION 4 – OPERATING FORECAST DETAILS: Applicant has a strong board, business plan, sustainable budget, and sufficient staff to maintain the project. Applicant has a maintenance plan for the facility. Comments:	(1 – 25)	
Final Comments:		
Total Score:		

Signature of Grant Review Panelist

Date

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■ Applicant Responsibilities

PRE AWARD

- 1) It is **MANDATORY** to attend the Eligibility Meeting/Site Visit for your project.
- 2) Be prepared to provide a brief presentation and to answer questions posed by the committee on all areas of the application information and the project.
- 3) It is MANDATORY to attend the Grant Review Panel meeting; and
- 2) Be prepared to answer questions posed by the Grant Review Panel on all areas of the application information and the project.

Applicants will be notified of the time, date, and location of the meetings. This information also will be available on the ECHO website <http://www.volusia.org/services/community-services/echo/>. Applicants may only update the committee/panel on topics covered in the application such as additional match funds or design changes.

Persons with disabilities – Persons attending the meeting with disabilities may request special accommodations by contacting the County at least 72 hours prior to the meeting.

POST AWARD (BEFORE NOTICE TO PROCEED IS ISSUED)

- 1) ECHO Grant Agreement (see Appendix C for format): Execute the grantee portion and submit to ECHO Program staff for execution by the County.
- 2) Restrictive Covenants (see Appendix F for format): File with the clerk of the Court and copied to the County.
- 3) Signage (See Appendix D): Temporary construction sign erected within 90 days of award.
- 4) Other documents: As required by the County.

CONSTRUCTION PERIOD

- 1) Proof of Payment and Performance Bond: The name County of Volusia shall be listed as the co-obligee on this document.
- 2) Quarterly documentation submittals (See Appendix G).
- 3) Pay requests are required to be submitted on a quarterly basis or more frequently if deemed necessary by the applicant.

POST CONSTRUCTION PERIOD

- 1) Annual reports (See Appendix H) are to be submitted by July 15th of each year for a period of 20 years.

■ Volusia County Council Review and Award of Grants

At a regularly scheduled meeting of the County Council, the ECHO Program staff shall provide the County Council documentation of the ECHO awards recommended by the ECHO Advisory Committee, including the names of all applicants and projects, project locations, and funding recommendations. Additionally, staff will provide verification that the applicants recommended for awards have received “Clean Hands” status and information on those applications that were determined ineligible if applicable. County staff and the ECHO

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Advisory Chair or designee presents the committees recommended projects and grant awards to the County Council for final approval. The Council will review the recommendations and approve or deny recommended projects. The County Council has final authority over all grant awards. Although not required, applicants may wish to attend the County Council meeting to address questions posed by the Council during their discussions of the ECHO recommended awards.

■ **SECTION 1 GRANT APPLICATION**

**ALL INFORMATION SHOULD BE INCLUDED WITHIN THE GRANT DOCUMENT SECTION APPLICABLE ONLY
“ATTACH” A DOCUMENT IF SPECIFICALLY REQUESTED TO DO SO.**

■ **1.1 GRANT APPLICATION FORM**

1. Applicant: Legal name and address of organization apply for ECHO Grant as incorporated in the State of Florida.
2. Federal ID #
3. Resident County Council District of Project: This information can be located at <http://www.volusia.org/government/county-council/districts-map.stml>. If you have any questions regarding your District please contact staff.
4. Contact Person: Name and title of the person who will be responsible for the project. All information will be sent to this person, it is your responsibility to notify the County if there is a change of staff.
5. Project Title: Facility name and descriptive title. (Example: Imaginary Museum – Children’s Wing Renovation)
6. Project location address: Physical location of the project.
7. Type of Project: If project is a combination of types please check both boxes and add an explanation. (Example: you may be renovating a portion of the facility and at the same time adding additional space – this would be both renovation and new construction).
8. ECHO Category: If project is a combination of categories please check all the boxes that apply. The ECHO website provides a detailed explanation of the different categories at <http://www.volusia.org/services/community-services/echo/>. If you have any questions about these categories please contact staff.
9. The project site/facility: Who owns this site/facility? If not the applicant then must explain the type of lease/agreement involved and provide as an attachment. Keep in mind that any lease/agreement must be binding and non-cancelable.
10. Is the project site/facility mortgaged or will it be: If project site/facility is mortgaged all pertinent information must be included.
11. Is the facility in a Community Redevelopment Area (CRA): There is a presentation available at http://www.volusia.org/core/fileparse.php/4478/urlt/CRA_Workshop.pdf that lists all the CRAs in the County. If you have any questions or need further information please contact staff.
12. Type of Organization: To qualify for an ECHO Grant the organization must be either

■ Volusia County Government
OR

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■Municipal Government within Volusia County

OR

■Not-For-Profit Corporation that meets the following criteria:

A Not-For-Profit corporation incorporated in the State of Florida and classified as a 501(c)(3) tax exempt under Federal Internal Revenue Service regulations and designated in compliance with s.170 of the Internal Revenue Code of 1954.

AND

Has maintained incorporated status for a more than 2 years prior to the application deadline.

OR

Has been incorporated in the State of Florida for less than 2 years at the time of the application deadline but has provided sufficient evidence of operations for a minimum of 10 years in Volusia County and provided the most recent 5 years of Independent Certified Audits and Management Letters of the organization's Annual Financial Statements.

OR

Is a registered as a Foreign Corporation doing business in the State of Florida with a local group within Volusia County that can provide sufficient evidence of public service to Volusia County citizens for the five year period prior to the ECHO application deadline. Foreign corporations must also demonstrate five years of 501(c)(3) status in its State of Incorporation.

13. Project Funding: List the amounts requested, match portion and total project cost. If you are applying for an Exceptional Grant please fill out for 1.7 on page 6 of the application.
14. Mandatory Workshop: To qualify for an ECHO Grant a representative from the organization applying must attend this workshop. For location, date and time please see calendar posted on website at <http://www.volusia.org/services/community-services/echo/>.
15. List any prior grants received from ECHO: Please include year, project name and amount of awarded funds.

■ **1.2 MISSION**

1. Provide the Mission Statement for your organization: Please insert information in section 1.2. within application. Do not attach separate document.

■ **1.3 PROJECT TEAM**

1. List the names and addresses of the architect, engineer, design consultants and/or general contractor selected. Include the name of the person who signed form 1.6 on page 5 of the application:
2. List the person who created the section 3.1 budget and his/her experience with this type of project:
3. If a complete list is not available, explain why and when the project team will be selected: Please include a detailed explanation.

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■ **1.4 MANAGEMENT PROSPECTUS**

1. Include a list of the names of staff dedicated to this project, their responsibilities and percentage of time each will be spending on the project per week: This information must be specific to this project.

■ **1.5 RESTRICTIVE COVENANTS – NOTICE OF FUTURE REQUIREMENT IF GRANT IS AWARDED**

1. Do you agree to comply with the requirement to file Restrictive Covenants with the Volusia County Clerk of the Court if ECHO Grant is awarded? A copy of the Restrictive Covenants language is found in Appendix F of this guide.

■ *If the project of the application is mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on State or Federal land not owned by the applicant, a letter from the Mortgagee or Lessor, stating that they agree to sign the Restrictive Covenants, must be supplied with the application.*

■ *Applicants with projects on State owned land are automatically exempt from this requirement, but are held to the same liquidated damages cited within the Restrictive Covenants through language found in the final ECHO Agreement for which the grantee is held responsible.*

UNRESTRICTED OWNERSHIP/UNDISTURBED USE OF FACILITY

Applicant must document ownership or undisturbed use by one of the following:

- 1) **Proof of unrestricted ownership of property and/or building(s):** Unrestricted shall mean unqualified ownership and power of disposition. Projects leased to For-Profit entities are not eligible for ECHO funding. Documentation may be a copy of the deed or the title. Provisional sales contracts, property appraiser documents, binders, or letters of intent are not acceptable documentation of ownership.
- 2) **Proof of undisturbed use of property and/or building(s) for a specific period of time:** This specific period of time must continue for the minimum period listed below and may include up to 6 months prior to the final grant application deadline date:
 - a) Restoration or renovation projects on existing real property – Thirty (30) years
 - b) Expansion, additions on existing real property – Thirty (30) years
 - c) New facilities – Forty (40) years
 - d) Trails on the County's Trails Master Plan/ Projects with Land Management Agreements – Ten (10) years with an automatic ten (10) year renewal or a Use Permit may be provided as proof for any trail system that is going to be constructed on another government's right-of-way or property that is not available for purchase or lease. Trail projects are still required to provide the appropriate period of public use for restoration, expansion, and new projects as documented above and are subject to the penalties set in the Restrictive Covenants if the public use period is reduced (Appendix D).

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- e) Project Management Agreements on State or Federal Public Land for the purpose of developing an Environmental Learning Center and or experience, or to restore a historic structure shall be for the construction and/or restoration period. The applicant must provide, at a minimum, a letter of intent from the property owner that demonstrates:
 - 1. The property owner will agree to a project management agreement for the construction / restoration period and,
 - 2. The property owner has the ability to manage and maintain the property and meet programs/goals identified in their application and,
 - 3. Confirmation that the property owner understands the scope of the project and the commitments of this application. The grantee shall be responsible for submitting required reports, including an annual report for a period of 20 years.
- 3) **Acquisition Project Requirements:** When the application is to acquire real property, applicants will be considered exempt from this ownership eligibility requirement and undisturbed use requirement at the time of application. In the application, the applicant must provide:
 - a) A legal description of the real property,
 - b) The purchase price,
 - c) An appraisal by a State Certified or MAI Appraiser if the sale price is greater than \$250,000 (see definition for State Certified and MAI Appraiser, appendix A), or a certified general appraisal including narrative analysis for acquisitions with a sale price of \$250,000 or less (see definition for certified general appraisal, appendix A), and
 - d) A notarized letter of intent to sell signed by the property owner. Remember that the Volusia ECHO Program will not reimburse a grantee for an expense that was incurred prior to the execution of the Grant Award Agreement unless the project is a historical or off-beach parking property reimbursement project. Therefore, the purchase of (closing on) most real property (an expense) may not take place prior to the execution of the final Grant Award Agreement although a purchase agreement may be negotiated.
 - e) Provide a statement that the grantee will meet the ownership or undisturbed use requirements immediately upon acquisition.
 - f) To request a check at closing: Applicants must operate on less than \$100,000 per year and the grant request is less than \$150,000. Applicants will be required to include the Restrictive Covenants as part of the closing agreement and must:
 - 1. Demonstrate 10 years of important public service in Volusia County
 - 2. Provide three years of Annual Financial Statements; and
 - 3. Demonstrate they have the means to restore and/or maintain the facility that is being purchased.
- 4) **Trails and projects on public lands not owned by the applicant:** In lieu of the Restrictive Covenants and unrestricted ownership, for trails projects that are part of the County's Trails Master Plan approved by the County Council or projects on State or Federal lands, the public right of continuing access and undisturbed use shall be provided by a Use Permit, Land Management Agreement, or Project Management Agreement to which the applicant is party. Agreements

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between the owner and applicant shall meet the time period requirements stated in Item 1.5, 2) of this guide. If the Agreement between the owner and the applicant is dissolved prior to the end of the time period stated within the Agreement, the grantee shall repay the County in the manner set forth in the Restrictive Covenants, Appendix D, which is also stated in the final ECHO Grant Agreement.

■ **1.6 FORM – CERTIFICATION OF INFORMATION AND COMPLIANCE**

■ **1.7 FORM – EXCEPTIONAL GRANT REQUESTS** This form is only for those applying for an Exceptional Grant

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■ SECTION 2: PROJECT DESCRIPTION

Please remember that the person evaluating your application knows nothing about your planned project so describe clearly – sell it!

■ 2.1 PROJECT ASSESSMENT

Provide a narrative explaining how your project will meet the goals set by *Resolution 2000-156* to enhance the quality of life for its residents by providing environmental, cultural, historical and outdoor recreational opportunities.

■ 2.2 PROJECT DESCRIPTION

1. Describe the project and construction sequence.

CHART 2.2 (1) (a)		CONSTRUCTION ACTIVITY/EXPENSE FLOW CHART							
Description	PSC-7	Apr – June 2017	July – Sept 2017	Oct – Dec 2017	Jan – March 2018	Apr - June 2018	July - Sept 2018	Oct 2018	
Land Acquisition/Donation									
Architectural Svcs, General Req, Site Const	\$10,000.00								
General Requirements		\$100,000.00							
ECHO Temp Sign		\$300.00							
Architectural Svcs		\$25,000.00							
Site Construction			\$50,000.00						
Building Construction					\$250,000.00				
Parking Lot/Landscape						\$10,000.00			
Install Playground									
Final ECHO Sign								\$2,500.00	

2. Document how construction design and operational strategies use “green”/sustainable standards: Give a detailed description (not a statement that you will follow local guidelines) on the steps you’ve taken to be environmentally responsible. Examples:

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Energy Audit	Lighting/Interior
Do-it-yourself Energy Audit	Energy Star approved
Professional Energy Audit	Skylights
Construction Material	Motion Sensors
Insulation Rating	Fluorescent / LED
Recycled/Reused	Programmable system
Flooring	Lighting/Exterior
Low VOC Carpet	Dark Sky approved products
Tile	Motion Sensor
Hardwood from renewable sources	Security Design only
Low VOC Glue	Required Lighting only
Air Handling/HVAC	Fluorescent / LEED
Energy Star approved products	Programmable system
Programmable Thermostats	Paint/Stains
Ceiling Fans	Water base acrylic
Equipment	Water base stain
Energy Star approved	Natural finishes

3. What is the projected date for this project to be completed and accessible to the public? Each grant must result in a project that is physically open to the public within two years of the grant award. In addition, all projects must be ADA compliant.
4. Describe any additional phases planned for this project: If a Standard Grant, the County understands that future phases are conceptual and subject to change. If an Exceptional Grant, please detail the next phase of your project.

■ 2.3 DRAWINGS

1. Drawings are required by **ALL** applicants. All applicants must submit current drawings and/or excavation plans for the facility, site survey with existing structures and site plans with structures. Maps must be legible, to scale with legends. Vacant land acquisition projects shall include conceptual drawings of improvements to the property, which are to be completed within two (2) years of acquisition. Proposed structures shall include elevations, floor plans and design elements such as landscaping.
 - a. Street Locator Map: Map should indicate the physical location of the project within the local area, it should include road names and should indicate “North” for directional reference.
 - b. Site Plan: Plans should show a building footprint, travel ways, parking, landscaping, etc. Plans should be to scale.

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- c. Preliminary and Schematic drawings: drawings should show a general model of floor/site plans, showing location of project elements.
- d. Design and Development documents: documents should show more detail, including selection of materials and engineering systems (heating, cooling, etc.) involved. Documents should also have a more detailed cost estimate.
- e. Construction Documents: documents should include written and graphic instructions. These documents should be focused on specifications for the project (building systems, site utilities, floor plans, elevations, etc).

■ SECTION 3: BUDGET DETAIL/MATCHING FUNDS

■ 3.1 PROJECT BUDGET DETAIL CHART

Fill out budget chart provided, adding rows as needed. Place match monies in column corresponding to appropriate "Match Code": UC =unencumbered cash; LM = land match; IK/PSC = in kind services/previously spent cash with total in "Match" column:

- **UC** – Unencumbered Cash On Hand: cash in the bank, grants from other sources (grants must be awarded with contract executed and funds encumbered), and irrevocable pledges from the applicant organization (pledges must be in the bank before the Grant Review Panel is convened). 50% of overall match must be UC.
- **LM** – Land Match: the documented current market value, sale price or current leasehold value of real property used for the project (property value must be documented by appraisal documents obtained from the Volusia County Property Appraisers Office or a professional appraiser). The property value is set at the time of first use. Once 100% of the property value has been used for ECHO mission purposes it cannot be used again. In addition, if property value has been used to secure other grants (not ECHO) that amount is considered ineligible. LM can be used for up to 25% of total match. Property donated by the County is NOT eligible for match.
- **IK** – In Kind Services: the documented non-cash contributions provided to the applicant by individuals and non-corporate, non-governmental parties. Contributions may be in the form of the fair market value of goods and services directly benefiting and specifically identifiable to the project.
- **PSC** – Previously Spent Cash: the encumbrances or cash expenditures completed within the seven (7) year period prior to the application.

Use the master specification guidelines checklist in Appendix I to fill out the Project Detail Chart.

CHART 3.1: CONSTRUCTION PHASE EXPENDITURES <i>ADD ROWS AS NEEDED</i>	UC +	LM +	In-Kind	PSC	= Match	ECHO	Total
General Requirements:							
Mobilization, Waste Collection, etc.	\$5.00				\$5.00		\$5.00
Contractor Fees		\$5.00			\$5.00		\$5.00
Subtotal	\$5.00	\$5.00			\$10.00		\$10.00
Architectural Services:							
Consultant Services	\$5.00				\$5.00		\$5.00
Final Construction Drawings							

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Subtotal	\$5.00				\$5.00		\$5.00
Site Construction:						\$20.00	\$20.00
Earthwork							
Parking Lot							
Landscaping							
Subtotal						\$20.00	\$20.00
Electric:	\$5.00				\$5.00	\$5.00	\$10.00
Wiring throughout							
Smoke Detectors, Security Alarms							
Subtotal	\$5.00				\$5.00	\$5.00	\$10.00
Equipment:	\$5.00				\$5.00	\$5.00	\$10.00
Stage lighting and Sound							
Subtotal	\$5.00				\$5.00	\$5.00	\$10.00
Finishes:				\$5.00	\$5.00		\$5.00
Floor Coverings							
Plaster							
Painting							
Subtotal				\$5.00	\$5.00		\$5.00
Renovation of existing building (add lines describing specialized materials, process, etc.):							
Metals:							
Structural	\$5.00			\$5.00			
Subtotal	\$5.00			\$5.00	\$10.00	\$10.00	\$20.00
Wood and Plastic							
Carpentry							
Plastic Laminate							
Subtotal							
ECHO Signage:							
Temporary		\$5.00			\$5.00	\$5.00	\$10.00
Permanent		\$5.00			\$5.00	\$5.00	\$10.00
Subtotal		\$10.00			\$10.00	\$10.00	\$20.00
Thermal and Moisture:							
Sealant, siding, etc. IP							
Roof							
Subtotal							
					MATCH	ECHO	PROJECT

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PROJECT TOTALS	\$25.00	\$15.00		\$10.00	\$50.00	\$50.00	\$100.00
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The list below provides further information of what is eligible as cash match, what is only eligible for match and what is ineligible. If you need any further information please contact ECHO staff.

CASH MATCH (1/2 of total required match must come from available cash or expenditures):

- 1) Unless the project is an eligible Historic or Off Beach Parking Reimbursement project or a trail section of the Trails Master Plan, at least half of the cash match (25% of the 1:1 total match) must be:
 - a) Cash on hand and in the bank dedicated to this project (UC) or;
 - b) Pledges from a government entity, such as a grant, that is payable during the ECHO grant period (UC) or;
 - c) Irrevocable pledged dollars from an applicant organization which are guaranteed to be on hand in the bank prior to the Grant Panel Review process (UC) or;
- 2) The balance of the Cash Match (25% of the 1:1 total match) may come from:
 - a) Eligible expenditures of cash by the applicant for the project of this application expended or encumbered within the 7 year period prior to the ECHO application deadline (PSC).OR
 - c) Real Property value for a historical restoration or environmental learning project on State or Federal owned land.
- 3) 100% of the cash match may be derived from real property value when the project is a section of the County's Trails Master Plan including real property not owned by the applicant. Eligible reimbursement projects may use the purchase price and/or mortgage as 100% Match.

■ **MAY BE USED AS MATCH OR FOR ECHO FUNDING:**

Additional funding restrictions are stated within the categories below. The following categories are patterned after those funds found in MASTERSPEC; 1998, The American Institute of Architects. Use in your Budget Detail as appropriate. Expenses may include the actual amount to be paid or the value of the in-kind contribution

1. Architectural/Engineering Services MATCH AND/OR ECHO: Match items may include design work, schematics, design development, engineering, bidding and negotiation, consultant services, surveys necessary to develop the project (boundary, wetland, tree, historical, or archeological), and contract administration. Most architectural services may be used as match if they meet the seven -year match rule with some exceptions, such as feasibility studies. Applicants may use ECHO grant dollars only for final construction drawings that are generated after a grant is awarded and after a Notice To Proceed has been issued by the County to the grantee.
2. Site Construction (Div. 2) MATCH AND/OR ECHO – Items may include building demolition, site clearing, sewerage and drainage, underground ducts and utility structures, utility connection and structures, termite control, exterior irrigation systems, earthwork, landscaping, and parking surfaces.

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3. Concrete (Div. 3) MATCH AND/OR ECHO – May include cast-in-place concrete, architectural cast-in-place concrete-form work, structural pre-cast concrete, and special concrete toppings/ finishes.
4. Masonry (Div. 4) MATCH AND/OR ECHO – May include unit masonry, stone masonry veneer, restoration and cleaning, and glass masonry assemblies.
5. Metals (Div. 5) MATCH AND/OR ECHO – May include structural steel, metal fabrication, metal stairs, pipe and tube railings, gratings, and ornamental metalwork.
6. Wood and Plastic (Div. 6) MATCH AND/OR ECHO – May include rough carpentry, finish carpentry, interior/exterior architectural woodwork, panel-work, or plastic fabrications.
7. Thermal and Moisture Protection (Div. 7) MATCH AND/OR ECHO – May include waterproofing, fireproofing, shingles and roofing, siding, and sealants.
8. Doors and Windows (Div. 8) MATCH AND/OR ECHO – May include steel, wood, glass, and aluminum doors; frames; automatic or revolving doors; steel, wood, glass, and aluminum windows; decorative or mirrored glass, and door and window hardware.
9. Finishes (Div. 9) MATCH AND/OR ECHO – May include plaster, sheathing, ceramic tile, wood/brick flooring, carpet, paint, and wall coverings. Acoustical treatments such as panel or tile ceilings apply only to theatres, performing art centers, auditoriums, or science centers.
10. Specialties (Div. 10) MATCH AND/OR ECHO – Match items may include louvers and vents, permanent signs, lockers, metal storage shelving, partitions, and mobile storage units. ECHO may fund 100% of permanently installed educational interpretive signs. ECHO may fund up to 50% of the ECHO temporary construction sign and up to 75% of permanent recognition signs, which are required in the ECHO Agreement.
11. Equipment (Div. 11) MATCH AND/OR ECHO – **Eligible** Match or ECHO items may include such items as theatre and stage equipment and playground equipment that is permanently installed. Note: Do not include expenses for office equipment in the ECHO or Match columns. Match funds that are spent on these items must be directly related to project public use such as computer equipment used to educate the public and not be administrative.
12. Furnishings (Div. 12) MATCH AND/OR ECHO – Eligible Match or ECHO items may include casework and theatre seating or other items required for public use. Note: Do not include expenses for office furniture, window treatment hardware, or louver blinds in the ECHO or Match column.
13. Special Construction (Div. 13) MATCH AND/OR ECHO – May include X-ray protection and metal building systems.
14. Conveying Systems (Div. 14) MATCH AND/OR ECHO – May include elevators, moving walkways, wheelchair lifts, and vertical conveyors.
15. Mechanical (Div. 15) MATCH AND/OR ECHO – May include pumps, motors, interior fire protection sprinkler systems, plumbing fixtures, water heaters, HVAC pumps and controls, boilers, furnaces, liquid coolers and evaporators, air-conditioning units, humidifiers, fans, metal ductwork, and air filters.

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16. Electrical (Div. 16) MATCH AND/OR ECHO – May include wires, cables, transformers, switchgear, panel-boards, fuses, disconnect switches, circuit breakers, interior and exterior lighting (including theatrical lighting), fire alarm systems, public address systems, and lighting control equipment.

■ **MAY BE USED AS MATCH BUT NOT FOR ECHO FUNDING:**

- 1) Expenditures for eligible items made prior to the execution of the Grant Award for the subject project of this application, unless the project is a Historic or Off Beach Parking Reimbursement;
- 2) Expenditures for architectural, engineering, and other technical services necessary *to initiate* the project, (construction drawing expenses incurred within the grant period, relative to the project phase which is funded, are permitted);
- 3) Environmental remediation or code compliance expenditures needed to complete an eligible project;
- 4) Level I only of environmental assessments;
- 5) Applicant organizations operating on less than \$200,000.00 annually, averaged over a three year period, may use up to \$7,500.00 of the expenditures for a grant writer.
- 6) Not-For-Profit organizations operating on less than \$200,000.00 annually, averaged over a three year period, may use expenditures for Agreed Upon Procedures, Certified Audits, or Reviews necessary for applying to ECHO as PSC cash match. If the same audit/review is used for two grant periods, its use as match is limited to the year an initial grant is awarded;
- 7) When the grantee is acting as the general contractor, hourly wages of employees who work directly on physical construction of the project (not administrative), less benefits, are eligible for match only. Work and expenses must be clearly documented on a spreadsheet as it pertains to the project. Back-up required by the County will include at a minimum location of work, type of work, date/time recorded daily, and record of payment less benefits.

■ **MAY NOT BE USED FOR MATCH OR ECHO FUNDING:**

- 1) Expenses associated with lobbying or attempting to influence Federal, State, or local legislation, the judicial branch, and State agencies;
- 2) Fundraising, private entertainment, food, beverages, plaques, awards, or scholarships;
- 3) Projects which are restricted to private or exclusive participation, including restricting access based on sex, race, color, religion, national origin, disability, age, handicap, or marital status;
- 4) Debt reduction unless the project is a Historic or Off Beach Parking Reimbursement Project;
- 5) Loans or borrowed funds are not eligible unless the project is an eligible Reimbursement Project;
- 6) Endowments may not be used as match;
- 7) Operational support (i.e., organizational salaries, programs, travel, supplies, furniture, fixtures, and equipment);
- 8) Permit preparation or fees with the exception of a level one environmental study;
- 9) Maintenance;
- 10) Legal fees or taxes;
- 11) Feasibility studies and conceptual drawings;
- 12) Projects whose main purpose is to provide environmental remediation or code compliance;
- 13) Contingency fees;

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- 14) Match from a County source unless the County is the applicant;
- 15) Revenue from bond issues that have not been passed (approved) at the time of this application;
- 16) Expenditures from tax increment financing districts or community redevelopment agencies unless pre-approved by the County Council for a project with County wide economic impact;

■ **3.2 MATCH DOCUMENTATION**

1. Provide official documentation of Match:
 - a. Unencumbered Cash (UC):
 - i. Current bank statement or Copy of signed/executed resolution including pledged dollar amount, project name and date the funds will be available.
 - ii. Funds from grant awards used for match, that have not been previously expended, may be used for unencumbered Cash Match and be provided throughout the ECHO grant period and are not required to be in the bank prior to issuance of a Notice to Proceed by the County. Government grants must have an executed grant document. If the applicant is using the unspent portion of a grant for unencumbered cash match, the applicant must provide an official document showing the remaining grant balance that is available for this project. Potential grants, that you have applied for are not eligible match but may be mentioned in narrative.
 - b. Irrevocable Pledges:
 - i. Notarized letter stating the pledged amount, the purpose of the pledge and the date the funds will be made available. Funds must be in the bank prior to the Grant Review Panel.
 - c. In Kind Services/Previously Spent Cash (IK/PSC):
 - i. Previously Spent Cash must have been spent no more than seven years prior to the application deadline and must have been spent on eligible items (see the list above).
 - a. Copies of the work order, the invoice and the front and back of the canceled check are required for each purchase.
 - ii. In-Kind Services (IK): An itemized list of products or services including:
 - a. Name of person or organization making the in-kind donation
 - b. Description of the goods and/or services donated.
 - c. Fair market value of the in-kind contributions including total value of the goods/services, value amount of the donation and basis for determination of the value.
 - d. Date the donation was/will be provided for the project.
 - iii. Future in-kind donations must be supported by a notarized letter.
 - iv. Previously provided in-kind service or product donations do not require backup in this application other than the list (see c. ii); however, official documentation must be available for review upon request by the County or the ECHO Advisory Committee.
 - d. Land Match (LM):

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- i. Trails of the County's Master Plan, projects on State or Federal land and property donated by the County are not eligible for match.
- ii. If you are an applicant operating on more than \$100,000.00 a year and the property was purchased or donated within the seven years prior to the deadline of the application you may use real property value for up to ½ of the required cash match. A copy of the deed and a copy of the appraisal must be provided.
- iii. If you are an applicant operating on less than \$100,000.00 a year and are requesting \$150,000.00 or less in ECHO funds, you may use up to 25% of the purchase price or real property value no matter when the property was purchased or donated. A copy of the deed and a copy of the appraisal must be provided.
- iv. The total value of the real property, for the purpose of Match, is set at the value documented in the application whereby an initial grant is awarded to the project site. Applicant may use real property as Match for more than one project, but only up to the value documented at the time of first use.
- v. Property already used as Match for a grant other than ECHO is considered encumbered and is not eligible for use as Match for ECHO projects.
- vi. In the case of Real Property with large tracts of land with multiple uses, including non-ECHO eligible property, only the value of real property needed for the ECHO capital project and adjacent property required for access (including parking) and for reaching programming goals may be used for match.
- vii. Acquisition projects and Historic or Off-beach Parking Reimbursement Projects, requesting funds from ECHO for projects with a sale price of greater than \$250,000.00, must provide an appraisal by a State Certified Appraiser or a Member of the Appraisers Institute. If the project sale price is \$250,000.00 or less, an appraisal by a certified general appraiser must be provided.
- viii. Historic Reimbursement or Off-beach parking Reimbursement Projects may use mortgaged funds as match. If the grant amount is less than the actual purchase price, the balance of the purchase price (even when mortgaged) may be used as 100% of the required match. When a mortgage for an eligible Historical or Off Beach Parking Reimbursement project is used as match, the interest paid on the mortgage is considered to be the "cost of doing business," and may not be used as match.
- ix. The acquisition value and/or fair market value of real property, provided for the purpose of a historical restoration and/or environmental learning project on State or Federal land, may be used in lieu of up to 50% of the required cash match and 100% of the other match (or 75% of the total required match) regardless of when the property was donated, purchased, leased, or when a Land Management Agreement or Project Management Agreement was initiated, but may be used only once as match.
- x. The acquisition value and/or fair market value of land provided for the purpose of a trail project of the County's Trails Master Plan, including land not owned by

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the applicant, may be used for 100% of the match regardless of when the property was donated, purchased, leased, or when a Land Management Agreement or Project Management Agreement was initiated, but may be used only once as match. The applicant is reminded that ECHO is a reimbursement grant program. The applicant must discuss the ability to initiate the reimbursement program.

- xi. For any linear trails crossing large tracts of land, the value will reflect the value of the total land available for public access. In lieu of using actual acquisition value of land for match, the value may be determined by the Property Appraiser value or a general appraisal by an independent.
- xii. The current annual fair market value of an unencumbered lease may be used as match as demonstrated with a State Certified or MAI Appraisal.

■ **SECTION 4: OPERATING FORECAST DETAIL**

■ **4.1 OPERATING FORECAST NARRATIVE**

1. Compose a narrative explaining the use of the facility/project and relating costs: Include needed staff, required maintenance and what new programs will be added. This is another opportunity to clearly explain your project and the programs that you'll be adding.
2. Provide Business Plan, Feasibility Study and Marketing Plan.
3. List a fee schedule or state "No fees will be charged" (schedule should include members, non-members, reduced prices, etc.). Projects that receive ECHO funding may not discriminate in the schedule of fees or other terms of use of the facility based on residential location of users who reside in Volusia County. Projects that receive ECHO must be accessible to all of the public, no "members only" projects are eligible for ECHO funding.
4. Describe Maintenance and Replacement Plan: All equipment eventually breaks down and needs to be replaced. Describe your plan to handle this situation and explain where the funds will come from. Remember that ECHO does not fund maintenance projects so this responsibility will be yours.

■ **4.2 FISCAL STABILITY**

1. Fill out Form 4.2 Business Information
2. Has this organization defaulted on any grant in the past five years? If so please explain.

■ **4.3 FINANCIAL AUDIT/REVIEW/AGREED UPON PROCEDURES**

1. Insert the appropriate required documents:

COUNTY OF VOLUSIA BUDGETED ORGANIZATIONS AND MUNICIPAL GOVERNMENTS:

1. Shall provide the Basic Financial Statement under GASB 34. *(Not the full document)*

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2. Shall submit a Management Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.
3. Shall submit a Response Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement. If no response letter was needed, make that statement here.
4. Shall submit an Opinion Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.

NOT-FOR-PROFITS:

The required financial information for a Not-for-Profit is determined by the grant request amount and by the annual operating revenues or expenses of the applicant.

1. A Not-For-Profit organization with:

Operating revenues or expenses/expenditures annual average of the three (3) fiscal years completed prior to the application deadline of \$500,000 or greater.

Must provide:

1. A Certified Financial Audit of its most recent completed fiscal year and completed within eighteen (18) months prior to the application deadline.
2. A Management Letter which is part of the audit.
3. The most recent Response Letter relative to the Management Letter. If no official response was provided, the applicant shall provide a statement to that effect and the applicant shall provide a response to comments made in the Management Letter.
4. Their most recent Month-End Financial Statement.

2. A Not-For-Profit organization with:

Operating revenues or expenses/expenditures annual average of the three (3) fiscal years complete prior to the application deadline less than \$500,000 and greater than \$250,000.

Must provide:

1. A Financial Statement Review of its most recent completed fiscal year and completed within eighteen (18) months prior to the application deadline.
2. A Management Letter which is part of the review.
3. The most recent Response Letter relative to the Management Letter. If no official response was provided, the applicant shall provide a statement to that effect and the applicant shall provide a response to comments made in the Management Letter.
4. Their most recent Month-End Financial Statement.

3. A Not-For-Profit organization with:

Operating revenues or expenses/expenditures annual average of the three (3) fiscal years complete prior to the application deadline less than \$250,000.

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Must provide:

1. An Agreed Upon Procedures as defined in Appendix E.
4. Their most recent Month-End Financial Statement.

■ **SECTION 5: SUPPORTING DOCUMENTS**

NOT FOR PROFIT ONLY:

- 1.) Attach official IRS letter granting Not-for-Profit 501(c)(3) status in Florida.
- 2.) Attach the organization's most recent Uniform Business Report (also referred to as an Annual Report) filed with the State of Florida, Divisions of Corporations.

UNRESTRICTIVE OWNERSHIP OR UNDISTURBED USE OF FACILITY:

- 1.) Attach unrestricted ownership/undisturbed use documentation unless the project is an acquisition of real property. Insert a letter of intent to sell from the owner for Acquisition Projects.

You may provide further information to demonstrate how your program will benefit the citizens of Volusia County. Do not include any information already required in Sections 1 – 4.

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■ APPENDICES ■

- A - Application Definitions**
- B - Exceptional Project Requirements**
- C - Sample ECHO Grant Agreement**
- D - Example of required ECHO Signs**
- E – Agreed Upon Procedures**
- F- Sample of Restrictive Covenants**
- G – Sample of Quarterly Reports**
- H – Sample of Annual Reports**
- I – Master Specification Guidelines Checklist**

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■ ECHO PROJECT CATEGORIES ■

ENVIRONMENTAL / ECOLOGICAL PROJECT (Category “E” of ECHO) means a site, building, or facility that provides access to an environmental/ecological experience by the public.

CULTURAL PROJECT (Category “C” of ECHO) means a site, building, or facility which shall be designed specifically for the programming, production, presentation, exhibition, or any combination of the above functions of any of the cultural disciplines, such as: music, dance, theatre, creative writing, literature, painting, sculpture, folk arts, photography, crafts, public media, and includes historical and science museums.

HISTORIC / HERITAGE PROJECT (Category “H” of ECHO) means a site, building, or facility which utilizes its own and other historical resources to provide historical and/or heritage opportunities to the public and/or the facility is eligible to be registered as a significant historic facility by Federal, State, or Local government and provides ECHO related programming by an ECHO eligible applicant. (Please see Historic Reimbursement Projects in the General Definitions section that follows.)

OUTDOOR RECREATION PROJECT (Category “O” of ECHO) means a project that provides capital improvement structures and/or amenities that can be used or supports use by the public for outdoor recreational enjoyment. Amenity support can include outdoor athletic fields/athletic courts, boardwalks, trails, playgrounds, and other facilities that provide for outdoor recreational activity. It can also include capital facilities that support outdoor recreational use such as: bathrooms, parking areas, pavilions, signage, and other similar amenities.

■ GENERAL DEFINITIONS ■

ADVISORY COMMITTEE means the nine (9) member Committee appointed by the County Council to oversee the ECHO program and make recommendations for funding of the ECHO grant dollars to the County Council.

APPLICANT means a qualifying 501(c)(3) organization incorporated in the State of Florida with its principal office located in Volusia County, a municipality of the County of Volusia, or a budgeted organization of Volusia County Government.

ASSESSED VALUE OF PROPERTY means an annual determination by the Volusia County Property Appraiser of the just or fair market value of a property.

BUDGET means the organization’s unrestricted operating revenue.

CASH ON HAND means unencumbered cash dedicated to the ECHO project listed in the application.

CERTIFIED GENERAL APPRAISAL means a narrative appraisal, including a written analysis, opinion, or conclusion, issued by an appraiser relating to the nature, quality, value, or utility of a specified interest in, or

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aspect of, identified real property and includes a report communicating an appraisal analysis, opinion or conclusion of value regardless of title.

CERTIFIED GENERAL APPRAISER (not the County Property Appraiser) means a person who is certified by the Florida Department of Business and Professional Regulation are qualified to issue appraisal reports for any type of real property.

CERTIFIED FINANCIAL AUDIT means an examination of financial statements to determine whether operations are properly conducted in accordance with legal and regulatory requirements. Financial audits must be conducted in accordance with generally accepted auditing standards and governmental auditing standards. (These audits should include a Management Letter and a Response Letter).

COUNTY COUNCIL means the seven (7) elected members of the Volusia County Council.

COMPLEX means a building or multiple buildings on the same site that share infrastructure or supporting facilities, amenities, signage or designation, or has other attributes of actual or perceived linkage.

ECO TOURISM means responsible travel to natural, historical, cultural, and outdoor recreational areas that conserves the environment and sustains the well-being of the local people while providing a quality experience that connects the visitor to the unique assets of Volusia County (based on the Florida Commission on Tourism's Eco-tourism / Heritage Tourism Advisory Committee definition).

ENCUMBRANCE PERIOD means the period during which County ECHO dollars must be obligated to pay for the project expenses.

ENVIRONMENTAL ASSESSMENT LEVEL I means appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice and the provisions of CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) and ASTM E1527-05 (American Society for Testing and Materials). Information concerning CERCLA regulations may be found on the EPA website at:

< <http://www.epa.gov/superfund/policy/remedy/sfremedy/regenfor.htm> >.

An overview of the scope of ASTM E1527-05 may be found at:

<http://www.astm.org/cgibin/SoftCart.exe/DATABASE.CART/REDLINE_PAGES/E1527.htm?L+mystore+pkrd4637+1160084826>.

ENVIRONMENTAL/ECOLOGICAL EDUCATION means a process that leads to responsible individual and group actions. It should enhance critical thinking, problem solving, and effective decision-making skills. It also should engage and motivate individuals, enable them to weigh various sides of an environmental issue, make informed and responsible decisions, and take appropriate actions (based on the League of Environmental Educators of Florida Definition).

EXCEPTIONAL PROJECT means a project of paramount and crucial County-wide importance which provides services to (significant) large numbers of people in all areas of the County as demonstrated and determined by a three-fourths majority of the appointed ECHO Committee (up to 9 members) and a majority of the County Council (4 of 7).

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FEES means the financial sum charged by the applicant to the public for use of or entrance into the facility for which the applicant is applying for funds. Fees may include resident and non-resident charges, professional and non-profit charges.

FINANCIAL STATEMENT REVIEW means performing inquiry and analytical procedures that provide the accountant with a reasonable basis for expressing limited assurance that there are no material modifications that should be made to the financial statements for them to be in conformity with GAAP or, if applicable, OCBOA (Other Comprehensive Basis of Accounting). (All audits and reviews of non-profit and governments must include a Management Letter and a Response Letter.)

FISCAL STABILITY means the financial results of operations, available resources, and the organizational plan to resolve deficit problems. A concern for fiscal stability would be indicated by multi-year operating deficits and declining fund balances.

FURNITURE AND EQUIPMENT means items that are not used for public purposes and are generally used for the administration of the building. (Examples: Tables, chairs, and computers which are used for administrative purposes; equipment that is leased; desks and other office equipment which are used for administrative purposes; refrigerators, rugs, planters, books, etc.)

GRANT PERIOD means the time period in which grant funds are used for the project as set forth in the grant agreement.

IN-KIND CONTRIBUTION means the documented fair market value of non-cash contributions provided by the grantee or third parties that consist of real property or the value of goods and services directly benefiting and specifically identifiable to the project.

LEED, Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ encourages and accelerates global adoption of sustainable green building and development practices through the creation and implementation of universally understood and accepted tools and performance criteria.

LEASE means a contract that conveys unconditional use of real property for a specific period of time. The minimum period of time shall be consistent with requirements set forth in Section 1 and the required length of the lease shall be determined from the Final Application Deadline date.

LEARNING CENTER means a building that shall be used to provide educational or learning opportunities to the public and will serve as a center for research focusing on Volusia County's environmental/ecological, cultural, historical/heritage, and/or outdoor experiences.

MAI CERTIFIED APPRAISER means an appraiser who has completed the necessary training to achieve Membership in the Appraisal Institute.

MAINTENANCE is providing care, upkeep, repair, or support of a physical piece of property. Maintenance expenditures are NOT allowed to be used for ECHO or Match dollars.

MANAGEMENT LETTER is a formal, written document that conveys the CPA's findings and observations about particular aspects of the client's business. It may describe certain procedures that the CPA performed in an engagement and identify ideas and recommendations that can improve the entity's operations. (The management letter should address issues related to the client's accounting systems, procedures, and

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reports/issues, such as internal control environment, procurement practices, accounting policies, procedures, and financial reporting practices. The management letter might also be expanded to cover other observations.)

MASTER TRAIL PROJECT means a specific segment of the Trail Master Plan that was approved by the County Council.

MATCHING FUNDS means the value of in-kind or cash contributions provided by the applicant designated solely for the project. For every ECHO dollar the County provides for the project, the applicant will provide at least one dollar as match. Of these matching funds, at least 25% must be unencumbered cash in the bank (see Pages 32, 39 and 42 for more detail).

MEASURED GOALS AND OBJECTIVES means a set of specific quantifiable and qualifiable accomplishments that can reasonably be anticipated to be achieved by the project and will be used for comparison to the expressed bases, standards, and criteria of the ECHO program.

MONTH END FINANCIAL REVIEW the performance of inquiries and analytical procedures that provide the accountant with a reasonable basis for expressing limited assurance that there are no material modifications that should be made to the financial statements for them to be in conformity with GAAP.

NEW APPLICATION means an application that has not previously been recommended for funding or an application for which funding has been recommended, but requires a major change in project scope or venue. A new application must be submitted by the final grant application deadline.

NEW CONSTRUCTION means adding a facility for the purpose of meeting the goals of this grant program to a property where no building previously existed or for the purpose of establishing an ECHO agreement period may also mean a substantial expansion or renovation that results in a significantly new public experience.

PAYMENT & PERFORMANCE BOND means surety insurance issued by a quality rated insurer authorized to issue in the face amount of the bond in the State of Florida, which guarantees the execution of the work under the construction contract.

PERMITS includes any building, zoning, use, excavation, fill, surface water, utility, or other official action of Federal, State, Regional or local government having the effect of permitting development of land.

PLANNING means the preliminary development of architectural, engineering, and other technical services necessary to carry out the project.

PROJECT means the acquisition, construction, renovation, and/or improvement of buildings and appurtenances, site improvements (such as driveways, parking facilities, storm-water management facilities, landscaping, signage, and pedestrian facilities), and mandated off-site improvements that meet the requirements of an eligible ECHO project for the use and benefit of the public. This definition specifically excludes furniture, fixtures, and equipment.

PROJECT AGREEMENT means an executed contract between Volusia County and a project sponsor setting forth mutual obligations regarding an approved ECHO funded project.

RE-GRANTING means using ECHO grant monies to fund grants to be given by the ECHO grantee to another entity including a related or affiliated entity.

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REHABILITATION means the act or process of returning a site or property to a state of utility through repair or alteration, which makes possible an efficient contemporary use while preserving those portions or features of the property which are significant to its historical, architectural, and cultural values.

RENOVATION means the act or process of giving a property a state of increased utility or returning a property to a state of utility through repair, addition, or alteration that makes possible more efficient use.

RESPONSE LETTER is written by the client in response to the CPA's management letter. The response should be a written statement of explanation or rebuttal concerning the deficiencies or recommendations, including any corrective action taken or to be taken, related to the auditor's observations.

RESTORATION means the act or process of accurately recovering the form and details of a site or property and its setting as it appeared at a particular period of time by means of the removal of later work or by replacement of missing earlier work. Restoration of projects receiving ECHO funds shall be completed by architects, contractors, and tradesmen having particular skill and sensitivity for handling historic building materials with care and attention to preservation and quality of details. Additionally, projects will be restored based on the Secretary of the Interior's Standards.

STANDARD PROJECT means a project, which can be completed including the grant and match, expended and the project be opened to the public within 730 days following the execution of a grant agreement.

TWENTY -YEAR MATCH PERIOD means the twenty-year period prior to the final application deadline from which the applicant may derive some of the required match.

UNDISTURBED USE means that the building to be renovated, expanded, or constructed and the site of such building will be owned by, or will be under lease to, the applicant by the date of the application submission and that the use of the site and building will be unencumbered by covenants, easements, or other conditions contrary to the purpose of the project for a minimum length of time as required.

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■ **APPENDIX B– EXCEPTIONAL PROJECT REQUIREMENTS** ■

Applicants applying for an Exceptional grant, in addition to completing standard requirements, must comply with application requirements that follow:

- **EXCEPTIONAL PROJECT** means a project of paramount and crucial County-wide importance, which provides for receipt of services by significantly large numbers of people in all areas of the County as demonstrated and determined by a three-fourths majority of the appointed ECHO Committee (up to 9 members) and a majority of the County Council (4 of 7).
- **FUNDING AMOUNTS / CAPS AND RESTRICTIONS**

GRANT FUNDING AMOUNTS AND MATCH

Exceptional project applicants may request up to \$600,000 annually for up to three consecutive years. The applicant must provide a 4:1 match. Fifty percent of the match must be Cash Match and up to ½ of the Cash Match may come from PSC – 7 Match items.

FUNDING CAPS AND RESTRICTIONS

Projects or facility complexes may not receive multiple Exceptional Awards that total more than the maximum allowed for a single Exceptional Award. The cap for their request is set annually by the County Council. For example: if a facility received an Exceptional Award of \$700,000 in 2012, it may submit one or more exceptional requests in the future and receive up to another \$1.1M since the current maximum Exceptional Award is \$1.8M. Another example would be when a complex received an Exceptional Award of \$800,000 during the year the maximum was \$2.4M. The complex would only be able to request \$1M, reflecting the current maximum allowed.

If the maximum Exceptional Award is received in a single awarded grant, the project or facility complex may not request another Exceptional grant award throughout the life of the ECHO program even if it is for a substantial expansion of the facility. The project may receive standard grants until reaching the \$2.4M life time cap, or, if there is a substantial expansion and if approved by the County, future applications may be submitted until awards reach the \$4.8M cap.

PROJECT SUPPORT PERIOD AND ENCUMBRANCE

Project support period: The date of required public access will be within two years following the last anniversary of the Exceptional award. Example: The Exceptional Award is \$1.8M (\$600,000 for three years) and awarded in March 2017. The first \$600k is available immediately and then again in March 2018 and 2019. Public access is required March of 2021.

Encumbrance requirement: Grant and Match funds are to be encumbered annually at a 4:1 ratio for three consecutive years. Encumbrance and Construction period extensions are available under the same conditions as a standard grant.

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■ EVALUATION PROCEDURES

Exceptional Project Scoring:

- 1) The Grant Review Panel will review all applications at the same time and will determine if a project meets the Exceptional Project criteria by a three-fourths majority vote of appointed members prior to the project ranking process (see definition for Exceptional Project above and in appendix A). This initial determination does not rank the project.
- 2) The project is scored in the sequence it was received by the County with the other applications and must rank as one of the top two projects in order to maintain Exceptional Project status.
- 3) If the Grant Review Panel determines that the project does not meet the Exceptional Project definition or the project does not rank in the top two projects, the grant request amount will automatically be reduced to the maximum standard amount available for non-Exceptional projects and the match will return to the standard 1:1 match.

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■ **APPENDIX C – SAMPLE ECHO GRANT AGREEMENT** ■

WHEREAS, the voters of Volusia County overwhelmingly approved the Volusia ECHO ballot initiative, as outlined in Resolution 2000-156, and affirmed their desire to have a long-term development program that funds projects that enhance the quality of life in Volusia County by ensuring the availability of environmental, cultural, historical, and outdoor recreational opportunities, and

WHEREAS, Resolution 2000-156 sets forth objectives, criteria, and procedures for implementation of the Volusia ECHO Program, and

WHEREAS, the County of Volusia Community Services Department has budgeted funds for eligible ECHO projects, and

WHEREAS, the County of Volusia has determined that Project No. GY <current fiscal year>, a project of the <Organization>, is eligible for Volusia ECHO funding.

AGREEMENT

The County of Volusia, 123 W. Indiana Avenue, DeLand, Florida (hereinafter referred to as the “County”), and <Organization> in the County of Volusia (hereinafter referred to as “Grantee”), agree as follows:

1. Within the <grant year> grant cycle, the County of Volusia shall designate funds not to exceed \$<dollars>, to be held for the Grantee, for the performance of items approved for funding which are described and attached hereto as “Exhibit A”, (Grantee’s application), and any other requirement made a part of this agreement.
2. The funds will be made available to the Grantee on a 1:1 match basis as detailed in “Exhibit A” and expenditures reimbursed on a quarterly basis, unless otherwise agreed upon by the County, only if the Grantee has maintained all grant requirements and upon the Grantee providing:
 - A Quarterly Project Report and a Reimbursement Request Form with backup documentation (Exhibit B - explaining encumbrances and expenditures and project status report).
 - Not-For- Profit Organizations shall provide Release of Liens.
3. Ten (10) percent of the grant funds will be withheld until the total project and final reports are completed as described in “Exhibit C” (ECHO application guide).
4. It is understood between the parties that the amount of funds designated in paragraph 1 above is the maximum amount the County will provide and the County shall only pay eligible expended costs, as they are concurrently matched 1:1 by the applicant, unless otherwise approved by the County.
5. The expiration date of this grant will be exactly 730 days after the execution of this agreement unless the County grants an extension as provided for in the grant application guide (Exhibit C). The ECHO funds and an equal value of corresponding match must be encumbered within the initial 365 days following the execution of this grant agreement but final payments for services and completion of the project construction may be extended up to another 365 day period. Extensions beyond the 730 day period may restrict the Grantee or any other organization from applying for additional ECHO grants for this project or phase of this project until this current grant agreement is concluded. To be considered for an extension, a written request must be sent to the ECHO Program prior to sixty days of the grant agreement expiration date and must state the reasons for the request and provide a new completion

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date. The County will notify the Grantee in writing within thirty days of receipt of the request for extension approving or denying said request.

6. The Grantee agrees to conduct the project according to the plans and specifications provided in “Exhibit A.” All major deviations and/or changes in scope or venue must receive prior written approval of the County Council and may result in the revocation of this grant. Minor changes may be approved through the ECHO Program. Such approval shall not be unreasonably withheld.
7. Understand that this is an annual grant of money only and that this agreement does not obligate the County to provide additional funds for the project or to be responsible for the completion of the project or the operation and maintenance of the project before or after the project is completed.
8. Grantee shall maintain the facility in clean working order and maintain and/or replace equipment, furnishings, and items described in this grant and/or purchased as part of this grant project for the public use as described in the application. This project shall remain open and in operation as set forth in exhibit A for a period of <XX> years.
9. There will be no reimbursement for obligations or expenditures made prior to the execution of this agreement unless the project is a Off Beach Parking or Historic Reimbursement Grant.
10. The Grantee shall provide all additional monies necessary to complete the project according to “Exhibit A” which shall include competent evidence, prior to the signing of the agreement, of its ability to complete the project. The Grantee shall have all matching funds on deposit in its account or valid contracts for grants from other entities prior to proceeding with the ECHO project. Grantee shall furnish the County with evidence of the matching funds in order to receive a Notice to Proceed. Grantee shall not encumber any ECHO project funds without a Notice to Proceed.
11. To the extent allowed by law, the Grantee agrees to hold the County harmless from any and all claims, liabilities, rights, and obligations arising out of the development and operation of this project as described in “Exhibit A.”
12. Signage showing the County of Volusia involvement is required:
 - a. Within 90 days of award, one (1) 4’ x 8’ exterior sign shall be placed in a prominent public location. See “Exhibit D” for design and wording.
 - b. Upon completion of the project, one (1) permanent 8 sq. ft. sign shall be placed on site in a prominent public location. See “Exhibit E” for design, wording, and material.
Note: Alternative signage and/or appropriate material may be considered when the need or reasonableness for the alternative sign is proven. A written request with a drawing to scale of the proposed changes must be sent to the ECHO Program for approval. The ECHO Program will respond in writing within 14 days after receipt of the Grantee’s written request.
13. The Grantee shall provide a program report annually over the agreement period in a format directed by the County.
14. The Grantee agrees to be bound to special conditions to the grant attached hereto and made a part of this agreement as “Exhibit F,” the Restrictive Covenants.

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15. The Grantee agrees to provide a payment and performance bond, naming the County of Volusia as co-obligee, for all contracted work prior to expenditure of ECHO funds. All work performed prior to receiving proof of the bond may be determined by the County as ineligible for reimbursement.
16. The Grantee agrees to be responsible for and comply with all local, State, and Federal permits and laws.
17. The Grantee agrees that failure to comply with this agreement, and all attached documents which are part of this agreement, may result in the Grantee repaying the grant funds, in part or whole, to the County. In addition, the Grantee agrees that failure to comply with all requirements may result in its being denied future grant funds for other projects under the ECHO grant program.
18. Trails and projects on public lands not owned by the applicant or its lessor: In lieu of the Restrictive Covenants and unrestricted ownership, for trails projects that are part of the County's Trails Master Plan approved by the County Council or projects on State and Federal lands, the public right of continuing access and undisturbed use shall be provided by a Use Permit, Land Management Agreement, or Project Management Agreement to which the applicant is party. If the Agreement is dissolved prior to the end of the time period stated in the Agreement that is included as part of the ECHO Grant Agreement or the project is deconstructed or no longer available for public use for the time period required based on the type of project (Section 1.5, 2 in the ECHO Guide), the grantee shall repay the County in the manner set forth in the Restrictive Covenants, as shown in Section 1.6 of the ECHO Application Guide, Section 3.

By their hands and seals, the duly authorized officers or representatives of these respective parties execute this document this <day> of <month>, <year> .

COUNTY COUNCIL

WITNESSES

Witness

Witness

COUNTY OF VOLUSIA, FLORIDA

County Chair

Attest County Manager

GRANTEE SIGNATURES

WITNESSES (Two):

Signature Witness

Printed Name of Witness

Signature Witness

Signature Witness

Printed Name of Witness

GRANTEE

Name of Organization

Signature Authorized Official

Printed Name of Authorized Official

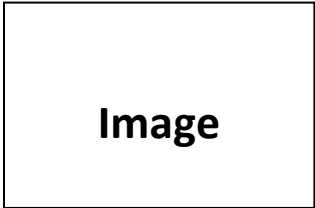
Title of Authorized Official

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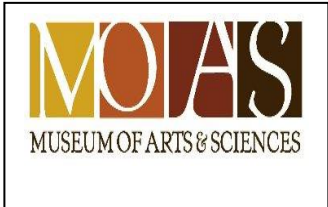
■ APPENDIX D - Example of required ECHO Signs ■

EXAMPLE:

ECHO Grant Project Temporary Construction Sign

		
	County of Volusia & (Grantee Name) Working together to improve Environmental, Cultural, Historic, and Outdoor recreation opportunities for our residents and visitors. This project is funded in part by the voter-approved Volusia ECHO grant program. (Project Name) / (Project Type)	

Required minimum 32 sq. ft. wood sign

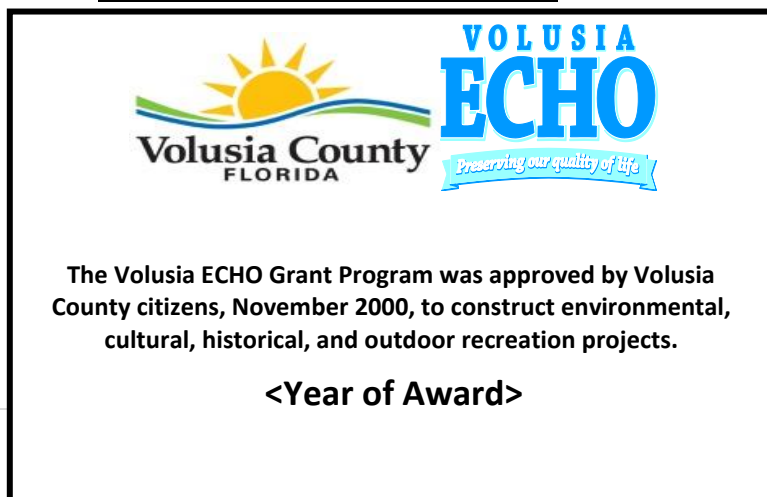
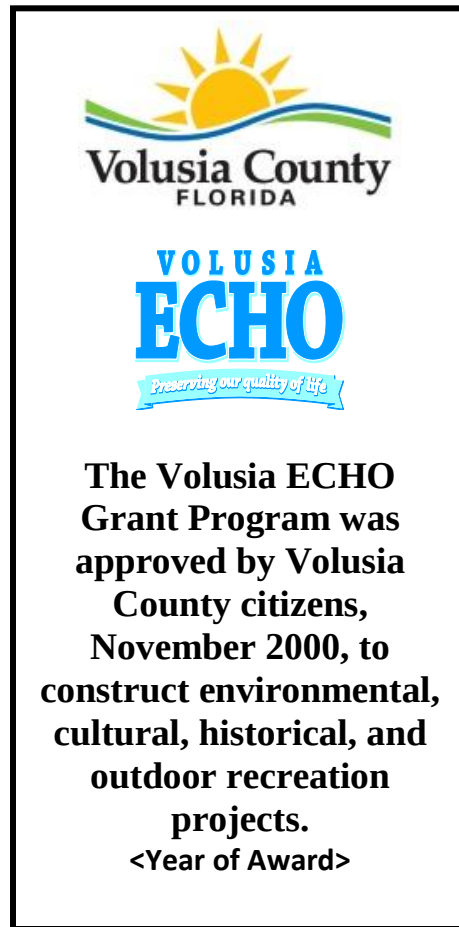
		
County of Volusia and Museum of Arts & Sciences, Inc.		
	Working together to improve Environmental, Cultural, Historic, and Outdoor recreation opportunities for our residents and visitors. This project is funded partly by the voter-approved Volusia ECHO grant program.	
Children's Museum/Cultural Award		

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EXAMPLE

ECHO Grant Project Completion Sign

- Required size: 8 sq. ft. Material: bronze, engraved granite, or bronze finish of aluminum.
- Permanently installed in a prominent, highly visible location.
- Final Design and installation site must be approved by the County.



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■ **APPENDIX E – AGREED UPON PROCEDURES** ■

A GUIDELINE FOR AGREED-UPON PROCEDURES ATTESTATION SERVICE FOR THE VOLUSIA COUNTY ECHO GRANT-IN-AID PROGRAM

1. Purpose

An agreed-upon procedures engagement is one in which a practitioner is engaged by a client to issue a report of findings based on specific procedures performed on a subject matter. The purpose of this guideline is to provide direction to the Certified Public Accountants (CPAs) conducting agreed-upon-procedures attestation services for an ECHO grant (ECHO) applicant. These engagements are to review and verify the documentation submitted by the ECHO applicant to the County of Volusia (VC) for tax credits (ECHO Application) and to provide an attestation report of the result of the review procedures conducted. Please note that this guideline is intended to provide reference information to the CPAs, as well as the ECHO applicant, in the engagement of agreed-upon procedures attestation services. Therefore, the CPAs are permitted to use more rigorous procedures than provided in this guidance if agreed upon by the CPA and the ECHO applicant.

2. Standards

The CPAs engaged in conducting an agreed-upon procedures attestation for the ECHO program are responsible for ensuring that all activities are performed in accordance with the professional standards established by the:

American Institute of Certified Public Accountants (AICPA)
Florida Statutes; and,
Florida Board of Accountancy

Generally, the engagement shall be performed by a CPA having adequate technical training and proficiency in the attestation function and adequate knowledge of the subject matter. Professional due care shall be exercised in the planning and performance of the engagement. Independence in mental attitude shall be maintained by the CPAs in conducting the attestation activities.

3. Activities

A CPA conducting the agreed-upon procedures attestation services for the ECHO applicant shall:

- a) Establish an understanding of the ECHO program administered by VC and the services to be performed for the ECHO applicant. The work shall be properly planned and reviewed to ensure the objectives of the engagement are achieved.
- b) Conduct an adequate review and verification of the documentation to be submitted by the ECHO applicant to VC for its grant.

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4. Reporting

CPAs engaged in performing ECHO application services shall provide an attestation report to the ECHO applicant. A copy of the CPA's report shall be submitted to VC with the ECHO Grant in Aid Application. This report shall conform to the AICPA Standards of Reporting regarding agreed-upon procedures engagements. The illustrative report presented below may be used as a reference for a CPA's report.

Independent Report on Applying Agreed-Upon Procedures

We have performed the procedures enumerated below, which were agreed to by the ECHO applicant, XXX, Inc., solely to assist them with the filing of a Grant in Aid Application (the "ECHO Application") related to XXX, Inc.'s project with the County of Volusia (VC) for the calendar year (beginning January 1, 20XX, and ending December 31, 20XX). XXX, Inc.'s management is responsible for the filing of an ECHO Application related to XXX, Inc.'s project with VC. This agreed-upon-procedure engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The following procedures were applied to the organizational, financial and accounting records:

- ❖ We observed the IRS determination letter verifying the entity is exempt from taxation under Code Section 501(c)(3).
- ❖ We verified the current filing of the Form 990, Annual Return of Organization Exempt from Income Tax.
- ❖ We verified the IRS Form 941 with proof of payment of withholding taxes for most recent calendar quarter.
- ❖ We verified the entity's status with the Florida Department of State, Division of Corporations as currently being active.
- ❖ We verified the entity's actual ownership of the real property on which the project will be constructed.
- ❖ We observed sufficient documentation substantiating the outstanding mortgage balance on the project property.
- ❖ We reviewed the real estate appraisal to verify the value used in the match calculations.
- ❖ Describe, in general, the accounting system used in preparing the entity's financial statements.
- ❖ Describe the process by which the entity accumulates the volunteer hours that will be used in the match calculations. Verify the amount was calculated using the hourly rate determined by the Independent Sector. The website for the value of volunteer hours is found at http://independentsector.org/volunteer_time?s=volunteer
- ❖ For previously spent cash match, we traced the amounts to the supporting invoices and cancelled checks.

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- ❖ Observe the existence of cash used in the match calculation to ensure availability on the date the application is submitted for critical review.
- ❖ For the donated goods and services match, we traced the amounts to the supporting invoices and other appropriate documentation.
- ❖ We obtained a representation letter from XXX, Inc.'s management confirming it made available to us all relevant information and it responded fully to all inquiries made by us during the engagement.

We were not engaged to, and did not perform an audit, the objective of which would be the expression of an opinion on the specified elements, accounts, or items. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of XXX, Inc., and the County of Volusia and is not intended to be used by anyone other than those specified parties.*

[Signature]

[Date]

*Note: CPAs and ECHO applicants using this guideline should note that Florida has a very broad public records law (see Chapter 119, F.S.) and that all ECHO Applications received by VC are available for review and copying by the public (with the exception of individual social security numbers, which are redacted before applications are reviewed or copied.)

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■ APPENDIX F – SAMPLE OF RESTRICTIVE COVENANT

THESE COVENANTS are entered into this <enter day> day of <enter month>, <enter year>, by the <name of organization>, <organization's complete address>, hereinafter referred to as "the Owner" and <grantee organization>, hereinafter referred to as "the Grantee/Lessee," and shall be effective for a period of <insert number of years> years from the date of recordation by the Clerk of the Circuit Court of Volusia County, Florida.

WHEREAS, the Owner is the fee simple title holder of the Property located on <complete address of project location>, in the County of Volusia, Florida, as described as Exhibit A (legal description), attached to and made a part hereof, and

WHEREAS, the Grantee/Lessee is to receive ECHO Grant Program funds administered by the County of Volusia, Florida, 123 W. Indiana Avenue, DeLand, FL 32720, hereinafter referred to as "the County," in the amount of <insert grant amount>, to be used for the construction of the facility for public used specifically described in the ECHO Grant Agreement and its attached documents, situated on the property of the Owner as described as Exhibit A, and

Now THEREFORE, as part of the consideration for the County grant, the Owner and the Grantee/Lessee hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for the period stated in the preamble above:

- 1.** The Owner and the Grantee/Lessee, and any successors in interest, agree to maintain the property so that it continues to be used for as an ECHO facility as defined in the ECHO application definition and described in the grantee's application No. GY <enter grant number>.
- 2.** The Owner and the Grantee/Lessee agree that the County of Volusia, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
- 3.** The Owner and the Grantee/Lessee agree that these restrictions shall encumber the property for a period of <enter number of years> years from the date of recordation, and that if the restrictions are violated within the <enter number of years> -year period, the County of Volusia shall be entitled to liquidated damages pursuant to the following schedule:
 - a.** If the violation occurs within the first half of the effective time period of these covenants, the County shall be entitled to return of the entire grant amount.
 - b.** If the violation occurs after the first half of the effective time period, the County shall be entitled to return of the entire grant amount, less the quotient of 2 divided by the number of years in the time period times each year past the mid period of the effective

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time period times the grant amount. For instance, if the effective period is for forty (40) years and the violation occurs after the thirtieth anniversary of the effective date of these covenants, but prior to the thirty-first anniversary, the County shall be entitled to return of 50% of the original grant amount.

4. The Owner and Grantee/Lessee are liable to the County of Volusia for the amount of the grant if the Owner or Grantee/Lessee breach these Restrictive Covenants and/or the Grant Award Agreement dated <insert date>. To insure the ability to repay the grant, the Owner and Grantee/Lessee have agreed that they will maintain unencumbered equitable value in the property of at least the amount, and for at least the period of time provided in paragraph three (3) above. The Owner and Grantee/Lessee will not secure with a mortgage or otherwise hypothecate that equitable value in the property.
5. **The Owner agrees to file these covenants with the Clerk of the Circuit Court of Volusia County, Florida, and shall pay any and all expenses associated with their filings and recording.**
6. The Owner and Grantee/Lessee agree that the County of Volusia shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, (SIGNATURES WILL BE ADDED BASED ON OWNERSHIP OF PROPERTY) the Owner and Grant Recipient have read these Restrictive Covenants and have hereto affixed their signatures.

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■ APPENDIX G - SAMPLE OF QUARTERLY REPORTS ■



COUNTY OF VOLUSIA ECHO GRANTS-IN-AID AGREEMENT QUARTERLY PROJECT STATUS REPORT FORM

INSTRUCTIONS: Fill out all information and return this form to the ECHO department by email to jmarcum@volusia.org. You may type your answers directly into this document. If you are submitting a budget change request, all forms must be signed and sent to Jill Marcum at jmarcum@volusia.org.

For 2017/2018 Reporting Period (please check one):

Quarter 1	January 1 through March 31	Due April 16
Quarter 2	April 1 through June 30	Due July 16
Quarter 3	July 1 through September 30	Due October 15
Quarter 4	October 1 through December 31	Due January 15

Grant Number: _____ Name of Organization: _____

Name of Project: _____

- 1) The completion percentage of the project design is ____%; construction is ____%.
- 2) In a narrative explain what progress has been made since last quarter.
- 3) Y or N - Has there been a change in the **construction timeline** since last quarter? If so, attach a chart that shows the old timeline compared to the new timeline, and a narrative explaining why the change was necessary and what the differences will be.
- 4) Y or N - Has there been a change in the **project information** (description or scope of the project) since last quarter? If so, please explain.
- 5) Y or N - Has there been a change in the **budget detail**? If so, complete the Budget Request Change Form found at <http://www.volusia.org/services/community-services/echo/post-award.stml>. Include a cover letter officially requesting the County to approve the change and send to Jill Marcum at jmarcum@volusia.org **before you proceed with construction.**
- 6) Y or N Has there been a change in the **design** of the project? If so, you must provide a drawing showing the change (current vs. proposed) and a cover letter officially requesting the County to approve the change **before you proceed with construction.**

Signature of Grant Project Contact

Date

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■ APPENDIX H – SAMPLE OF ANNUAL REPORTS ■



County of Volusia ECHO Grants-in-Aid 2018 Annual Report Request Form

INSTRUCTIONS: You have received this letter because your project is either 99% or 100% complete. Please fill in the contact information and complete all the questions below. You may key your answers into the form directly. **Annual reports track from July 1 to June 30 of each year.**

This Annual Report meets the reporting requirement set forth in the ECHO Grant Agreement. This report is **due to the ECHO office on or before July 15, XXXX.**

You may email the completed form to jmarcum@volusia.org. Should you have any questions, please call Jill Marcum 386-736-5955.

GRANT #:

MAILING ADDRESS:

FACILITY NAME:

EMAIL:

SITE ADDRESS:

PHONE NUMBER:

NAME OF PERSON COMPLETING THIS REPORT:

I. HOURS OF OPERATION / PUBLIC ACCESS

1. Is the facility fully open to the public (Yes or No)? If not, state when you plan to open (month/year).
2. What are the regularly scheduled days/times this facility is open (Do not include special events)?
3. Are the regularly scheduled hours of operation seasonal (yes/no)? If yes, state the time periods your facility was closed.

II. PROGRAMS

1. Does your facility offer classes or other scheduled programming (Yes or No)? If yes, please explain in the space below or attach a schedule to this form, including the age group(s) your programming serves.

2017– 2018	
------------	--

2. How many special events were held (festivals, tournaments, community meetings, weddings, or other events)? Of the total, what number was ECHO related?

	# Total Events	# ECHO
2017– 2018		

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III. POPULATION SERVED - for this section, include only ECHO related events / programs.

Due to the varied nature of the ECHO facilities, staff has developed a preferred methodology of determining population served. These methodologies are listed in order of preference by the ECHO staff with the most accurate listed first and the least accurate listed last. You will use the methods listed here to answer questions 1-4 of this section. If you have any question as to which method to use or which table to use for your facility please do not hesitate to call the office to discuss your options. **Include only ECHO related activities held at the project facility in your customer counts.**

1. Admission, Ticket Sales, Clicker Count, Registration (**Table A**)
 2. Members/League (**Table A and/or Table B**)
 3. Sign-In Sheet (unattended) (**Table A**)
 4. Scheduled Periodic Head Count (4 times per year) (**Table C & A**)
 - Outdoor Active Parks should include players in all leagues scheduled for play at your facility in **Table B**. All spectators entering the complex and special event customers should be accounted for in **Table A** under "Event Attendees." Private rentals should be included under "Event Attendees."
 - Outdoor Passive Parks, Beach Parks, and Trail facilities should pick the busiest day/hour for each quarter, January, April, July and October. Use a similar day/time each quarter, such as the 1st Wednesday from 1pm to 2 pm. These counts should be averaged for the quarter and used as a daily count for all days the facility was open to the public during that quarter (**Table C**). If the facility rented space for events or for a festival, put those counts in **Table A** under "Event Attendees."
1. What method(s) do you use to track the number of customers coming into your facility from the list above?
 2. Determine your customer count using tables A, B, C, or combination (if appropriate) and put the total customers in the space labeled "**Box D**." Please read all tables before beginning in order to better understand this section. Only provide counts relative to ECHO related events.

A	Memberships		Walk-ins (non-members)		Special Event Attendees (non-members)		Total
2017 – 2018		+		+		=	

(Treat tour groups as walk-ins)

Outdoor Active Sports Parks (add more rows as needed)

B	League Type	# Members		Plays Per Month		# Months Played		Total
2017 – 2018			X		X		=	
2017 – 2018			X		X		=	
2017 – 2018			X		X		=	
2017 – 2018			X		X		=	

(Spectators for Outdoor Sports Parks should be reflected in "Event Attendees," Table A.)

Outdoor Passive Parks, Beach Parks, & Trail Facilities

C	1 st Quarter		2 nd Quarter		3 rd Quarter		4 th Quarter		Total
2017 – 2018		+		+		+		=	

Total Customers 2010-2011 Fiscal Year: Box D

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3. What percentage (%) of customers (Box D) are repeat customers?

Year	Percentage	Estimated? Y/N
2017 – 2018	%	

4. What percentages (%) of customers (Box D) are low income or underserved populations?

Year	Percentage	Estimated? Y/N
2017 – 2018	%	

5. How do you accommodate low income households/individuals? Check method(s) and/or describe "Other."

Free days	
Sliding scale based on income	
Scholarships	
Other/	

IV. OPERATIONS / BUDGET

The purpose of this section is to understand the financial outlook of the organization. Include all categories of your organization's income in the table below. Use the 'Other' category to identify your organizations unique line items, including Endowments. Add lines for "Other" categories as needed. The Revenue section should be completed for all facilities receiving income. The "Operational Expenses" section should be completed by all facilities, including Cities and Municipalities.

1.

Budget – Questions are related to the period of July 1, 2017 - June 30, 2018	
Expenses:	2017 / 2018
Total Operational Expenses:	\$
Revenues:	
Fundraising:	\$
Membership Fees:	\$
Cash Donations:	\$
Operational Grants:	\$
Other/	\$
Other/	\$
Total Revenues:	\$
Total number of volunteers:	
Total number of volunteered hours:	
Total number of paid full time employees:	
Total number of paid part time employees:	
Total number of contracted service providers (lawn care, caterers...):	
Total value in-kind services:	\$

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2. For pre-existing facilities, how did the ECHO project affect your operational costs? Mark one.

Increased Expenses	
Decreased Expenses	

V. PARTNERSHIPS

On a separate page, attach to this report a list of all partnerships that this facility/organization has with local groups, including other non-profit groups, civic groups, or tourist development entities. Also include a brief explanation of each partnership.

Examples:

Little League of Town USA: sponsored ___ # of seasonal games for a rate of \$_____.

Local Chamber of Commerce: shares cost of promotional materials.

Town USA Theater Troupe: co-hosts one show a season, shares an administrative staff person.

Town USA Municipality: shares grant writing staff and ½ of facility maintenance costs.

Friends of Town USA Park: coordinates volunteer litter clean up once a month.

VI. OUTLOOK

1. Does your organization have plans for increasing or decreasing total employees at this facility in the upcoming year? Please mark an X in the box that describes your intentions:

Reduce	Add	Maintain

2. Does your organization have plans for increasing or decreasing total contracted services at this facility in the upcoming year? Please mark an X in the box that describes your intentions:

Reduce	Add	Maintain

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■ APPENDIX I – Master Specification Guidelines Checklist ■

(This Checklist is meant to be a tool for applicants to use when filling out the Project Detail Chart (3.1). Not all requirements on this checklist will be relevant to all projects.)

General Requirements

- ☐ Summary of Work
- ☐ Schedule of Values
- ☐ Coordination
- ☐ Mechanical and Electrical Coordination
- ☐ Cutting and Patching
- ☐ Field Engineering
- ☐ Progress Meetings
- ☐ Construction Schedule Critical Path Method (CPM)
- ☐ Shop Drawings, Product Data, and Samples
- ☐ Testing Laboratory Services
- ☐ Temporary Utilities
- ☐ Construction Aids
- ☐ Barriers
- ☐ Field Offices and Sheds
- ☐ Materials and Equipment
- ☐ Contract Closeout
- ☐ Operation and Maintenance Data
- ☐ Warranties

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Site work

- ☐ Soil Boring Data (Create for each site)
- ☐ Demolition (Create for each existing building)
- ☐ Building Demolition
- ☐ Selective Demolition (Reroofing)
- ☐ Removals
- ☐ Earthwork
- ☐ Excavating, Backfilling, and Compaction for Utilities
- ☐ Soil Treatment
- ☐ Asphaltic Concrete Paving
- ☐ Portland Cement Concrete Paving
- ☐ Concrete Sidewalks, Straight Curbs, Curbs, Gutters, and Wheel Stops
- ☐ Hard Court/Running Track Construction
- ☐ Liquefied Petroleum Gas (LPG) Distribution System
- ☐ Pavement Marking
- ☐ Water Systems
- ☐ Storm Drainage System
- ☐ Waste Disposal System
- ☐ Sanitary Sewer System
- ☐ Sanitary Force Main
- ☐ Lift Station
- ☐ Waste Water Drainage System
- ☐ Irrigation System
- ☐ Chain Link Fences and Gates

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- ☐ Steel Fences and Gates
- ☐ Signage
- ☐ Primary Play Area Equipment
- ☐ Playground Equipment
- ☐ Running Track Surface
- ☐ Site and Street Furnishings
- ☐ Shelters
- ☐ Landscaping
- ☐ Tree Relocation
- ☐ Tree and Plant Protection
- ☐ Sodding

Concrete

- ☐ Concrete Formwork
- ☐ Concrete Reinforcement
- ☐ Cast-In-Place Concrete
- ☐ Cast-In-Place Concrete (Small Projects)
- ☐ Concrete Testing
- ☐ Concrete Topping
- ☐ Lightweight Insulating Concrete
- ☐ Shotcrete
- ☐ Post Tensioned Concrete
- ☐ Structural Precast Concrete
- ☐ Precast Prestressed Concrete Joists and Beams
- ☐ Precast Prestressed Concrete Sections

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- ☐ Architectural Precast Concrete
- ☐ Tilt-up Precast Concrete Sandwich Panels
- ☐ Tilt-up Precast Concrete
- ☐ Grout

Masonry

- ☐ Concrete Unit Masonry
- ☐ Reinforced Unit Masonry
- ☐ Glass Unit Masonry
- ☐ Masonry Patchwork

Metals

- ☐ Structural Steel
- ☐ Steel Joists
- ☐ Steel Deck
- ☐ Light Gage Metal Framing
- ☐ Metal Fabrications
- ☐ Metal Handrails and Railings
- ☐ Expansion Joint Covers

Wood and Plastics

- ☐ Carpentry
- ☐ Wood Treatment
- ☐ Architectural Woodwork
- ☐ Thermal and Moisture Protection
- ☐ Fluid Applied Waterproofing
- ☐ Fluid Applied Waterproof Wall Coating

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- ☐ Vapor/Radon Barrier
- ☐ Building Insulation
- ☐ Spray-applied Fire Resistive Materials
- ☐ Fire stopping and Smoke Barrier Caulking
- ☐ Asphalt Shingles
- ☐ Clay Barrel Tile Roofing
- ☐ Clay Spanish "S" Tile Roofing
- ☐ Clay Flat Tile Roofing
- ☐ Concrete Tile Roofing
- ☐ Temporary Roofing Membrane Installation
- ☐ SBS Modified Bitumen Mineral Surfaced Roofing
- ☐ Fully Adhered Thermoplastic Sheet Roofing
- ☐ Flashing and Sheet Metal
- ☐ Roof Expansion Joints
- ☐ Roof Scuttles/Smoke Vents
- ☐ Joint Sealers

Doors and Windows

- ☐ Steel Doors and Frames
- ☐ Wood Doors
- ☐ Access Panels
- ☐ Insulated Overhead Coiling Doors
- ☐ Overhead Coiling Doors
- ☐ Accordion Folding Doors
- ☐ Steel Windows

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- ☐ Aluminum Windows
- ☐ Finish Hardware for New Facilities
- ☐ Finish Hardware for Additions, Renovations, and Remodelings
- ☐ Glass and Glazing
- ☐ Finishes
- ☐ Plastered Ceiling Suspension Systems
- ☐ Metal Studs, Metal Lath, Suspension Ceilings, Plaster, and Stucco
- ☐ Gypsum Wallboard
- ☐ Ceramic Tile
- ☐ Quarry Tile
- ☐ Acoustical Ceilings
- ☐ Acoustical Wall and Ceiling Treatment
- ☐ Hardwood Strip Flooring System
- ☐ Resilient Tile Flooring
- ☐ Sheet Vinyl Flooring
- ☐ Carpet
- ☐ Non-Slip Coating for Stair Threads
- ☐ Epoxy Resin Flooring with Integral Cove Base
- ☐ Painting of Unpainted Surfaces
- ☐ Painting of Previously Painted Surfaces
- ☐ Paint, Putty, and Caulking Materials Form
- ☐ Epoxy Resin Wall Finish
- ☐ Textured Coatings

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Specialties

- ☐ Chalkboards, Marker boards, Tack boards, Display Cases, and Bulletin Board Cabinets
- ☐ Solid Plastic Toilet Partitions
- ☐ Cubicle Curtains and Track
- ☐ Wall Louvers
- ☐ Architectural Screens
- ☐ Flagpoles
- ☐ Identifying Devices
- ☐ Lockers
- ☐ Fire Extinguishers
- ☐ Walkway Covers
- ☐ Metal Canopies
- ☐ Postal Specialties
- ☐ Wire Mesh Doors and Partitions
- ☐ Operable Partitions
- ☐ Shelving (Utility/Storage)
- ☐ Toilet Room Accessories

Equipment

- ☐ Book Theft Detection System
- ☐ Theatre Curtains and Tracks
- ☐ Stage Fire Curtains and Riggings
- ☐ Washers and Dryers
- ☐ Projection Screens
- ☐ Insulated Cold Storage Rooms

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- ☐ Custom Fabricated Equipment
- ☐ Cooking Equipment
- ☐ Serving Line Equipment and Units
- ☐ Food Prep, Holding and Dispensing Equipment
- ☐ Utility Distribution Systems
- ☐ Utility Distribution and Canopy Ventilating Systems
- ☐ Food Service Shelving
- ☐ Residential Kitchen Equipment
- ☐ Gymnasium Physical Education Equipment
- ☐ Gymnasium Scoreboards
- ☐ Gymnasium Wall Padding
- ☐ Spray Booths
- ☐ Kilns
- ☐ Dust Collection System
- ☐ Laboratory Casework and Equipment

Furnishings

- ☐ Library Shelving
- ☐ Window Treatment
- ☐ Fixed Molded Plastic Seating (elementary and middle schools)
- ☐ Fixed Upholstered Seating (high schools)
- ☐ Telescoping Bleachers

Special Construction

- ☐ Greenhouses
- ☐ Solar Heating System

ECHO GRANTS-IN-AID APPLICATION GUIDE

- ☐ Intercom and Clock/Bell Raceway System
- ☐ Intercom and Clock/Bell Raceway System for PLCs
- ☐ Telephone and Data Raceway System
- ☐ Telephone and Data Raceway System for PLCs
- ☐ Computer Network Wiring Systems for PLCs
- ☐ Intercom and Clock/Bell Systems
- ☐ Telephone System for PLCs
- ☐ Data Communication System for PLCs
- ☐ Sound Reinforcement System
- ☐ Gymnasium Sound Reinforcement System
- ☐ Television/Radio Frequency Systems
- ☐ Wireless Clock/Tone Generator System
- ☐ Energy Management System (EMS)
- ☐ Intrusion Detection System
- ☐ Card Access Control System
- ☐ Conveying Systems
- ☐ Hydraulic Passenger Elevator
- ☐ Wheelchair Lifts

Mechanical

- ☐ General Provisions
- ☐ Codes and Standards
- ☐ General Completion
- ☐ Identification
- ☐ Mechanical Support Devices

ECHO GRANTS-IN-AID APPLICATION GUIDE

- ☐ Supports, Anchors, and Seals
- ☐ Tanks
- ☐ Mechanical Systems Insulation
- ☐ Vibration Isolation
- ☐ Fire Protection (General Requirements)
- ☐ Fire Pump and Controls
- ☐ Automatic Fire Sprinkler System
- ☐ Kitchen Hood and Duct Fire Suppression System
- ☐ Standpipe and Hose Systems
- ☐ Piping (Plumbing)
- ☐ Drains and Cleanouts
- ☐ Piping Specialties (Plumbing)
- ☐ Hot, Chilled, and Condensing Water Piping Specialties (HVAC)
- ☐ HVAC Pumps
- ☐ Plumbing Fixtures, Trim, and Supports
- ☐ Plumbing Equipment
- ☐ Water Heaters
- ☐ Fuel Oil System (Plumbing)
- ☐ Wet Automatic Fire Sprinkler Systems
- ☐ Piping (HVAC)
- ☐ Valves and Specialties
- ☐ Pumping Equipment (HVAC)
- ☐ Water Treatment
- ☐ Horizontal Fire Tube Boilers

ECHO GRANTS-IN-AID APPLICATION GUIDE

- ☐ Refrigeration Equipment
- ☐ Air Cooled Condensing Units
- ☐ Centrifugal Water Chillers
- ☐ Rotary Screw Water Chillers
- ☐ Induced Draft Cooling Towers
- ☐ Roof Mounted Single Packaged Air-Conditioning Units
- ☐ Refrigeration System Safety Equipment
- ☐ Fans
- ☐ Unit Heaters
- ☐ Unit Ventilators
- ☐ Low Pressure Steel Ductwork
- ☐ Air Handling Units
- ☐ Air Moving Equipment
- ☐ Air Curtains
- ☐ Air Filtration Equipment
- ☐ Ductwork
- ☐ Fume Hood Exhaust Duct
- ☐ Controls and Instrumentation
- ☐ Duct Accessories
- ☐ Outlets (HVAC)
- ☐ HVAC Control System
- ☐ Point Schedule
- ☐ Tests (HVAC)
- ☐ Testing and Balancing

ECHO GRANTS-IN-AID APPLICATION GUIDE

- ☐ Electrical
- ☐ Codes and Standards
- ☐ Basic Materials and Methods
- ☐ Raceways and Conduits
- ☐ Wire and Cable
- ☐ Outlet, Pull, and Junction Boxes
- ☐ Floor Boxes
- ☐ Wiring Devices
- ☐ Motor Power and Control Wiring
- ☐ Motor Starter Group Control
- ☐ Terminal Cabinets
- ☐ Automatic Transfer Switch
- ☐ Electrical Site Utilities
- ☐ Switchboard
- ☐ Metering and Sub-Metering
- ☐ Disconnect Switches
- ☐ Grounding
- ☐ Dry-Type Transformers
- ☐ Panel boards
- ☐ Overcurrent Protective Devices
- ☐ Motor Control Center
- ☐ Lighting Fixtures and Lamps
- ☐ Exterior Lighting
- ☐ Stage Lighting Fixtures

ECHO GRANTS-IN-AID APPLICATION GUIDE

- ☐ Stage Lighting Fixtures
- ☐ CCTV Production Studio Lighting Fixtures
- ☐ Standby Emergency CNG/LPG Generator
- ☐ Battery Powered Emergency Incandescent Lighting Units
- ☐ Lightning Protection System
- ☐ Transient Voltage Surge Suppression
- ☐ Fire Alarm Detection System
- ☐ Stage Lighting Control Equipment
- ☐ Stage Lighting Rigging (Counterweight)
- ☐ Stage Lighting Rigging (Pipe Grid)

Exhibit D: ECHO Project Temporary Construction Sign

ECHO GRANTS-IN-AID APPLICATION GUIDE

■ APPENDIX D - Example of required ECHO Signs ■

EXAMPLE:

ECHO Grant Project Temporary Construction Sign

		Grantee
Image	County of Volusia & (Grantee Name) Working together to improve Environmental, Cultural, Historic, and Outdoor recreation opportunities for our residents and visitors. This project is funded in part by the voter-approved Volusia ECHO grant program. (Project Name) / (Project Type)	

Required minimum 32 sq. ft. wood sign

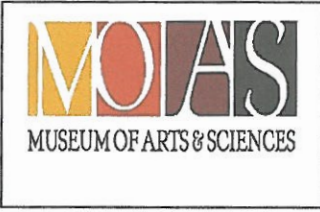
		
County of Volusia and Museum of Arts & Sciences, Inc.		
	Working together to improve Environmental, Cultural, Historic, and Outdoor recreation opportunities for our residents and visitors. This project is funded partly by the voter-approved Volusia ECHO grant program.	
Children's Museum/Cultural Award		

Exhibit E: ECHO Project Completion Sign

ECHO Grant Project Completion Sign Example

- Required size: 8 sq. ft.
- Material: bronze, engraved granite, or bronze finish of aluminum.
- Permanently installed in a prominent, highly visible location.
- Final design and installation site must be approved by the county.

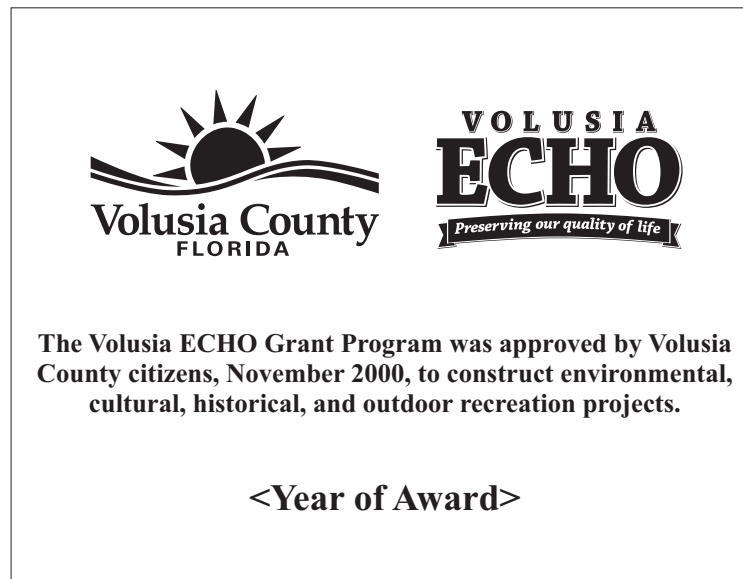
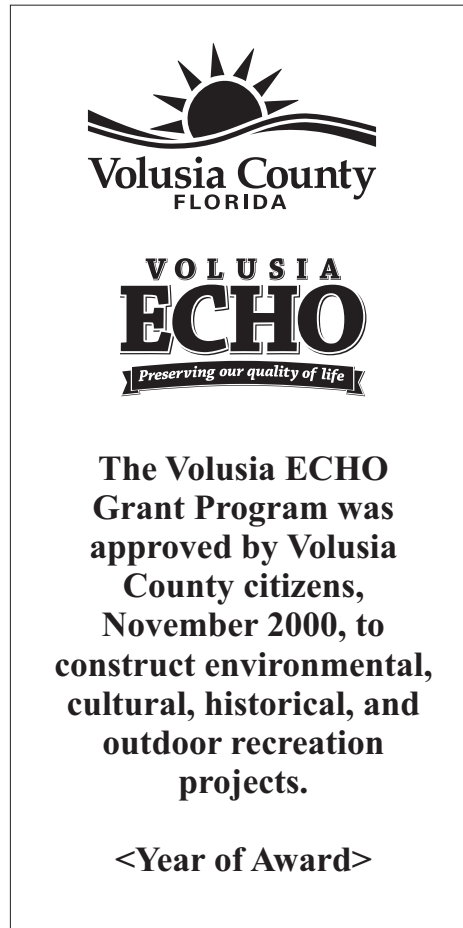


Exhibit F: Sample of Restrictive Covenants

ECHO GRANTS-IN-AID APPLICATION GUIDE

■ APPENDIX F – SAMPLE OF RESTRICTIVE COVENANT

THESE COVENANTS are entered into this <enter day> day of <enter month>, <enter year>, by the <name of organization>, <organization's complete address>, hereinafter referred to as "the Owner" and <grantee organization>, hereinafter referred to as "the Grantee/Lessee," and shall be effective for a period of <insert number of years> years from the date of recordation by the Clerk of the Circuit Court of Volusia County, Florida.

WHEREAS, the Owner is the fee simple title holder of the Property located on <complete address of project location>, in the County of Volusia, Florida, as described as Exhibit A (legal description), attached to and made a part hereof, and

WHEREAS, the Grantee/Lessee is to receive ECHO Grant Program funds administered by the County of Volusia, Florida, 123 W. Indiana Avenue, DeLand, FL 32720, hereinafter referred to as "the County," in the amount of <insert grant amount>, to be used for the construction of the facility for public used specifically described in the ECHO Grant Agreement and its attached documents, situated on the property of the Owner as described as Exhibit A, and

Now THEREFORE, as part of the consideration for the County grant, the Owner and the Grantee/Lessee hereby make and declare the following restrictive covenants which shall run with the title to said Property and be binding on the Owner and its successors in interest, if any, for the period stated in the preamble above:

- 1.** The Owner and the Grantee/Lessee, and any successors in interest, agree to maintain the property so that it continues to be used for as an ECHO facility as defined in the ECHO application definition and described in the grantee's application No. GY <enter grant number>.
- 2.** The Owner and the Grantee/Lessee agree that the County of Volusia, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.
- 3.** The Owner and the Grantee/Lessee agree that these restrictions shall encumber the property for a period of <enter number of years> years from the date of recordation, and that if the restrictions are violated within the <enter number of years> -year period, the County of Volusia shall be entitled to liquidated damages pursuant to the following schedule:
 - a.** If the violation occurs within the first half of the effective time period of these covenants, the County shall be entitled to return of the entire grant amount.
 - b.** If the violation occurs after the first half of the effective time period, the County shall be entitled to return of the entire grant amount, less the quotient of 2 divided by the number of years in the time period times each year past the mid period of the effective

ECHO GRANTS-IN-AID APPLICATION GUIDE

time period times the grant amount. For instance, if the effective period is for forty (40) years and the violation occurs after the thirtieth anniversary of the effective date of these covenants, but prior to the thirty-first anniversary, the County shall be entitled to return of 50% of the original grant amount.

4. The Owner and Grantee/Lessee are liable to the County of Volusia for the amount of the grant if the Owner or Grantee/Lessee breach these Restrictive Covenants and/or the Grant Award Agreement dated <insert date>. To insure the ability to repay the grant, the Owner and Grantee/Lessee have agreed that they will maintain unencumbered equitable value in the property of at least the amount, and for at least the period of time provided in paragraph three (3) above. The Owner and Grantee/Lessee will not secure with a mortgage or otherwise hypothecate that equitable value in the property.
5. **The Owner agrees to file these covenants with the Clerk of the Circuit Court of Volusia County, Florida, and shall pay any and all expenses associated with their filings and recording.**
6. The Owner and Grantee/Lessee agree that the County of Volusia shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, (SIGNATURES WILL BE ADDED BASED ON OWNERSHIP OF PROPERTY) the Owner and Grant Recipient have read these Restrictive Covenants and have hereto affixed their signatures.

TASK AUTHORIZATION NO. 8
Master Contract for Architectural Services dated January 24, 2017
Between the City of Port Orange, Florida and DJ Design Services, Inc.

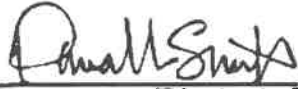
THIS Task Authorization is entered by and between the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and DJ DESIGN SERVICES, INC., a Florida corporation with its principal place of business at 913 North Nova Road, Holly Hill, Florida 32117. ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Architectural Services dated January 24, 2017, 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 Architectural Design services relating to Port Orange Parks and Recreation Community Center - Architectural Design Proposal Project No. 02354.20, and 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 **45** 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 "A" attached hereto and made a part hereof for all purposes, subject to a limit up not to exceed \$ 6,565.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.
6. The Contract Administrator may be contacted as follows:
Susan Lovallo, Director of Parks & Recreation
4655 City Center Circle, Port Orange, Florida 32129
386-506-5852
slovallo@port-orange.org

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

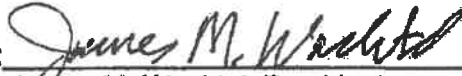
Witnesses:

DJ DESIGN SERVICES, INC.

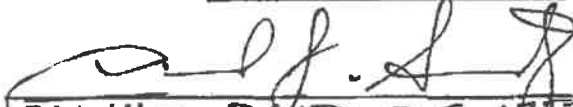


Printed Name: DANA M. SMITH

By:



James M. Wachtel, President



Printed Name: DAVID J. SWARTZ

Date:

6-14-18

Witnesses:

CITY OF PORT ORANGE

Cynthia K Rivera
Printed Name: Cynthia K Rivera

By: M. H. Johansson
M.H. Johansson, City Manager

Kiley Provenzano
Printed Name: Kiley Provenzano

Date: 6/14/18

Witnesses:

ATTEST:

D. Massey
Printed Name: Deanna Massey

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

Kiley Provenzano
Printed Name: Kiley Provenzano

Date: 6/14/18

[CA 5524]

EXHIBIT “A”

DJ Design Services, Inc.

Dated April 16, 2018

Consisting of 2 Pages

Exhibit A

City of Port Orange
Community Center Preliminary Design

Itemization of Service Hours

Permit Documents Tasks	Senior Project Architect	Project Manager	Drafter	Admin	Total Hours	Total Dollars
Create As-built CAD drawings	2	2	4	0	8	\$ 670.00
On-site Review/ Analysis	2	2	2	0	6	\$ 560.00
City Staff Meeting(s)	4	4	0	1	9	\$ 945.00
Spatial Programming	4	0	2	0	6	\$ 610.00
Life Safety/Building Code Review	3	0	0	1	4	\$ 420.00
Preliminary Design	16	0	12	1	29	\$ 2,705.00
ECHO Grant Assistance	4	0	2	1	7	\$ 655.00
<i>Subtotal</i>	35	8	22	4	69	\$ 6,565.00

Total Hours of Service

hourly rate	\$	125.00	\$	100.00	\$	55.00	\$	45.00
subtotals	\$	4,375.00	\$	800.00	\$	1,210.00	\$	180.00

In an effort to save time and preserve our environment, all documents will be transmitted digitally via email. If hardcopies are required, DJdesign will include the cost of production on a subsequent invoice for reimbursement.

Total Architectural Design Fee \$ 6,565.00

5/31/2018



913 N. Nova Road
Holly Hill, Florida 32117
(386) 255-6987 (386) 255-6989 FAX
AA26000567

ARCHITECTS • PLANNERS

April 16, 2018

Susan Lovallo, Director
Parks and Recreation
City of Port Orange
4655 City Center Circle
Port Orange, Florida 3212

VIA E-mail

RE: Port Orange Parks and Recreation, Community Center - Architectural Design Proposal – Project No. 02354.20

Susan,

Per our discussions this morning, we would be pleased to be considered to assist you and your staff with the preliminary remodeling design in support of your upcoming ECHO Grant application. We understand the tasks to be programming, life safety and building code review, remodeling studies, preliminary drawings and project cost projections for inclusion in the FY 2020 CIP.

The anticipated scope-of-work will include meetings with you and key staff to identify spatial goals, functional and performance requirements, develop 'as-built' plans and design solutions for future remodeling. The attached Itemization of Service Hours represents a fixed fee of \$6,565 which we would undertake in accordance with our current Master Contract for Architectural Services agreement dated January 24, 2017.

Please review this to see if it agrees with your understanding of the anticipated work efforts needed. Looking forward to your response, I am...

Yours truly,
Design Services, Inc.

Dana M. Smith, Architect
Principal



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: Yes

SUBJECT: (B11) Approval of Major Special Event – Volusia Flagler Family YMCA Sprint Triathlon at Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Special Event request for the Volusia/Flagler YMCA Port Orange Family YMCA Sprint Triathlon race at Aunt Catfish Restaurant at 4009 Halifax Drive, 4085 Ridgewood Avenue and the Galbreath residence located at 4108 Halifax Drive subject to the conditions in the staff report.

SUMMARY: The applicant Mica Lill, Special Event Director, on behalf of the Volusia/Flagler Family YMCA, is requesting a special event, for the Port Orange Family YMCA Sprint Triathlon. The proposed hours of the event are from 7:00 a.m. until 11:00 a.m. on July 21, 2018.

The triathlon begins with a 500-meter swim located at the small boat ramp on the northwest side of Bird Island in the intercoastal waterway; the swim course is from the boat ramp going east approximately 200 yards, turning north approximately 50 yards, turning west approximately 200 yards, turning south approximately 50 yards and finishing at the boat ramp.

The triathlon will continue with a 12-mile bike route starting at the south side of the Dunlawton Avenue bridge heading east to Atlantic Avenue (A1A). Riders will then turn right and proceed south to Inlet Harbor Road heading, then turn right onto Inlet Harbor Road and make another right onto Peninsula Drive. Riders will head north on Peninsula Avenue, rounding a sharp bend and turn left onto Cardinal Boulevard. Riders then will make a left on to Demotte Ave, then a right onto Peninsula Drive, left onto Dunlawton Avenue and continue west over the bridge to the start/finish line on Bird Island.

The triathlon will continue with a 4-mile run beginning on the south side of the Dunlawton Avenue bridge and head west on the sidewalk. Runners will then turn left at Aunt Catfish's and head south on Halifax Drive to the turnaround point at Niver Street. Runners will then head back North along Halifax Drive to the finish line in the parking lot located at 4085 Ridgewood Avenue.

The subject proposal has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development departments. The event director has received cost estimates from the Police and Public Works departments for staff overtime and equipment (barricades, lights, etc.) to assist the event with traffic control

and safety issues.

The applicant has received approval from the Daytona Beach Shores and Ponce Inlet jurisdictions and has worked with the Port Orange Police Department to ensure the safety of the course and to provide a safer event for all involved.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	CC - 2018 Triathlon Staff Report	CC - 2018 Triathlon Staff Report.pdf
2.	Triathlon Jurisdictional Approvals 2018	Triathlon Jurisdictional Approvals 2018.pdf
3.	Course Maps 2018 po tri	Course Maps 2018 po tri.pdf

Briana Conlan-King	Created/Initiated - 06/26/2018
Tim Burman	Approved - 06/29/2018
Thomas Grimaldi	Approved - 07/02/2018
Ronny Buttrum	Approved - 07/02/2018
Jake Johansson	Approved - 07/02/2018
Robin Fenwick	Final Approval - 07/02/2018



STAFF REPORT MAJOR SPECIAL EVENT REQUEST

REQUEST:	Port Orange Family YMCA Sprint Triathlon
APPLICANT:	Mica Lill, YMCA, Community Health Outreach Director
EVENT LOCATION:	Aunt Catfish's Restaurant – 4009 Halifax Drive 4085 Ridgewood Avenue Galbreath's Private Residence – 4108 Halifax Drive
STAFF CONTACT:	Briana Conlan-King, Planner
CITY COUNCIL DATE:	July 17, 2018

SUMMARY:

Staff has received a repeat special event request for the Port Orange Family YMCA Sprint Triathlon from Mica Lill, Community Health Outreach Director for the YMCA. The proposed hours of the event are from 7:00 a.m. until 11:00 a.m. on July 21, 2018.

The Triathlon will begin with a swim route located at the small boat ramp on the northwest side of Bird Island in the intercoastal waterway; the 500-meter swim course is from the boat ramp going east approximately 200 yards, turning north approximately 50 yards, turning west approximately 200 yards, turning south approximately 50 yards and finishing at the boat ramp.

The triathlon will continue with a 12-mile bike route starting at the south side of the Dunlawton Avenue bridge heading east to Atlantic Avenue (A1A). Riders will then turn right and proceed south to Inlet Harbor Road heading, then turn right onto Inlet Harbor Road and make another right onto Peninsula Drive. Riders will head north on Peninsula Avenue, rounding a sharp bend and turn left onto Cardinal Boulevard. Riders then will make a left on to Demotte Ave, then a right onto Peninsula Drive, left onto Dunlawton Avenue and continue west over the bridge to the start/finish line on Bird Island.

The triathlon will continue with a 4-mile run beginning on the south side of the Dunlawton Avenue bridge and head west on the sidewalk. Runners will then turn left at Aunt Catfish's and head south on Halifax Drive to the turnaround point at Niver Street. Runners will then head back North along Halifax Drive to the finish line in the parking lot located at 4085 Ridgewood Avenue.

After the completion of the triathlon, there will be an awards ceremony, held at 4085 Ridgewood Avenue. The ceremony will have designated areas for refreshments, a live DJ, and sponsor exhibit tents. There will be port-o-lets and trash receptacles on site for the ceremony events.

Parking for the event will be in the City's lot across from Aunt Catfish's, and the lots utilized by Aunt Catfish's and 4085 Ridgewood Avenue. Restrooms will be available inside Aunt Catfish's and port-o-lets will be provided by the applicant. Clean up for the race and ceremony will occur immediately after.

The subject proposal has been reviewed by the Police, Fire, Parks and Recreation, Public Works, and Community Development departments. The event director has received cost estimates from the Police and Public Works departments for staff overtime and equipment (barricades, lights, etc.) to assist the event with traffic control and safety issues.

CODE VIOLATIONS:

According to Code Enforcement, there are no code violations existing on any of the proposed sites at this time.

SPECIAL NOTES:

The applicant has received approval from the Daytona Beach Shores and Ponce Inlet jurisdictions and has worked with the Port Orange Police Department to ensure the safety of the course and to provide a safer event for all involved.

RECOMMENDATION:

Staff recommends approval of the Port Orange Family YMCA Sprint Triathlon subject to the following conditions:

1. **Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns.**
2. **Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control.**
3. **Rates for this event for staff time and equipment are per Resolution 18-9 .**
4. Hours of the event shall be from 7:00 a.m. until 11:00 a.m.
5. A \$250 surety bond is required as outlined in Chapter 58, Article III, of the City of Port Orange Code of Ordinances.
6. Access shall be maintained for all emergency vehicles.
7. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.
8. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event.
9. A temporary sign permit shall be required for the one banner permitted for this event. An application shall be submitted at least two weeks prior to the event for permit approval.
10. All trash generated along the route must be picked up and disposed of at the end of the event along with any debris at the event sites.
11. All public restroom facilities must remain open to the public.
12. Amplified speaker systems must comply with the City noise ordinance (Code of Ordinances, Chapter 42, Article IV, Section 42 Noise regulations).

TEMPORARY CLOSING OF STATE ROAD PERMITDate: 6/05/2018

Permit No. _____

Governmental Entity

Approving Local Government City of Port Orange Contact Person Sgt. Steve Braddock
Address 4545 Clyde Morris Blvd Port Orange, FL 32129
Telephone (386) 506-5840 Email sbraddock@port-orange.org

Organization Requesting Special Event

Name of Organization Volusia-Flagler YMCA Contact Person Mica Cyrus
Address 761 E International Speedway Blvd., Deland, FL 32724
Telephone (386) 405-9889 Email Mcyrus@vfymca.org

Description of Special Event

Event Title YMCA Sprint Triathlon Date of Event 07/21/2018
Start Time 05:00AM End Time 11:00AM
Event Route (attach map) Bicyclists and runners will utilize the eastbound outside travel lane of SRA1A from Halifax Dr to SR441 (see attached map)
Detour Route (attach map) No detour necessary as the inside travel lane will be open to traffic.

Law Enforcement Agency Responsible for Traffic Control

Name of Agency Port Orange Police Department

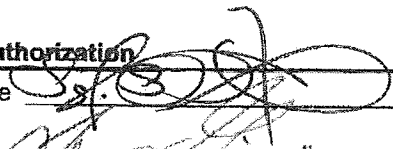
US Coast Guard Approval for Controlling Movable Bridge

Not Applicable ☒
Copy of USCG Approval Letter Attached ☐
Bridge Location _____

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

Signatures of Authorization

Event Coordinator	<u>Sgt. Steve Braddock</u>	Signature		Date	<u>6/5/2018</u>
Law Enforcement					
Name/Title	<u>Thomas R. Grimaldi /Chief of Police</u>	Signature		Date	<u>6/5/18</u>
Government Official					
Name/Title	<u>Michael Johansson/City Manager</u>	Signature		Date	<u>6.5.18</u>

FDOT Special Conditions

FDOT Authorization

Name/Title _____ Signature _____ Date _____

State of Florida Department of Transportation
Request for Temporary Lane Closure / Special Use of State Road

Continuation
Special Conditions

The Volusia/Flagler YMCA will be hosting a sprint style triathlon on the morning of July 21, 2018. The course starts in the Causeway Park, which is on the north side of the SRA1A causeway by the Dunlawton Ave bridge. The Triathlon ends on Halifax Dr, about 200ft south of SRA1A, in the Aunt Catfish Restaurant parking. The race will affect the SRA1A Bridge in Port Orange through the hours of 06:00hrs through until approximately 10:30hrs. This includes set up and breakdown of the barricades and traffic cones.

A temporary closure of the SRA1A west/ east bound outside travel lanes, from Peninsula Ave to the north east entry Causeway Park and is imperative to the safety of the bicyclists and runners.

Traffic cones will be set up in increments of 50ft increments in accordance with Index 6I.03 of the MUTCD. The following roads will be altered during the event: Peninsula Ave southbound lane from SRA1A, Halifax Dr southbound from SRA1A, and SRA1A eastbound from SR5 to Peninsula Ave. The outside left turn lane for SR5 southbound onto SRA1A eastbound will be temporarily closed, forcing the turning traffic to use the inside left turn lane. The entrance to the Causeway Park and boat ramps, from eastbound SRA1A to under the bridge, will be staffed with traffic control officers. These officers will be in place to meter turning boat ramp traffic, to allow the runners to proceed safely and unimpeded. The entrances to the Causeway Park from westbound SRA1A will be temporarily closed at the start of the event, where participants transition from swimming to bicycling, then to running. The event will be staffed by 5 Port Orange Police Dept. Motor Officers, who will be present throughout the event to monitor and troubleshoot any incidents, 3 Patrol Officer on a stationary post's for traffic control as needed

All traffic cones, barricades and signs will be deployed in accordance with Index 6I3 of the MUTCD.

If any additional information is needed please advise.

See attached diagrams.



Town of Ponce Inlet

4300 South Atlantic Avenue
Ponce Inlet, Florida 32127
Phone: (386) 236-2150
Fax: (386) 322-6717
www.ponce-inlet.org

June 7, 2018

Ms. Mica Lill, Special Events Director
Volusia Flagler Family YMCA
761 E. International Speedway Blvd.
DeLand, FL 32724

Dear Ms. Lill,

I am writing to you on behalf of the Town of Ponce Inlet to inform you that the Ponce Inlet Special Event Committee has determined that the Port Orange YMCA Triathlon does not meet the requirements of a Special Event in Ponce Inlet. Please continue to apply for a permit each year as this event will be reevaluated to ensure no changes are needed to be made which would then qualify this event as a special event. Thank you for continuing to apply each year. Please let me know if you have any questions.

Sincerely,

Amy Zengotita
Cultural Services Manager
Special Events Coordinator
Town of Ponce Inlet
4300 South Atlantic Ave.
Ponce Inlet, FL 32127
(386) 236-2163

The Town of Ponce Inlet staff shall be professional, caring, and fair in delivering community excellence while ensuring Ponce Inlet citizens the greatest value for their dollar.

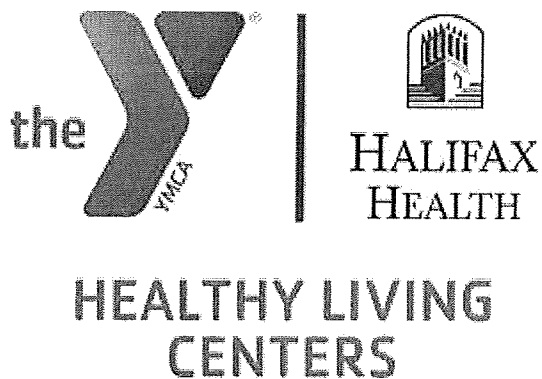
Conlan-King, Briana

From: Mica Lill <MLill@vfymca.org>
Sent: Friday, June 01, 2018 2:14 PM
To: Conlan-King, Briana
Subject: FW: PO Triathlon

Briana,
Please see email below from the shores....
Let me know if you have any questions.
Thanks

Mica Lill
Community Health Outreach Director
MLill@VFYMCA.ORG

VOLUSIA FLAGLER FAMILY YMCA
761 E. International Speedway Blvd. DeLand, FL 32724
C 386.405.9889
www.vfymca.org
www.facebook.com/vfymca



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From: Frank, Bill [mailto:bfrank@cityofdb.org]
Sent: Friday, June 01, 2018 10:42 AM
To: Mica Lill
Cc: Schwarz, Glen; Fowler, Michael
Subject: FW: PO Triathlon

Mica,

As in years past, there appear to be no issues that our agency need to address regarding this event. If you need any assistance, please feel free to contact me.

A/Schwarz will be the supervisor that day. His cell phone number is 386-795-4296.

Sincerely,
Sgt. Bill Frank

Good Afternoon!

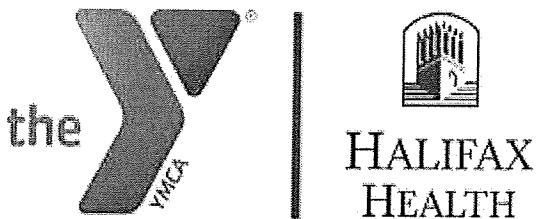
We are running our PO Tri again this year and wanted to make sure your team was still ok for the route. It has not changed since last year. I have attached the map and please let me know if you have any questions or concerns. The date of the Triathlon is July 21st with a 7am start time.
Thanks!

Mica Lill

Community Health Outreach Director

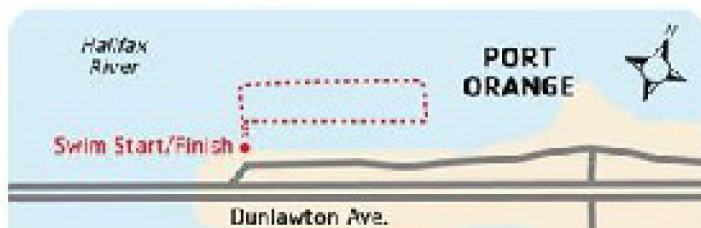
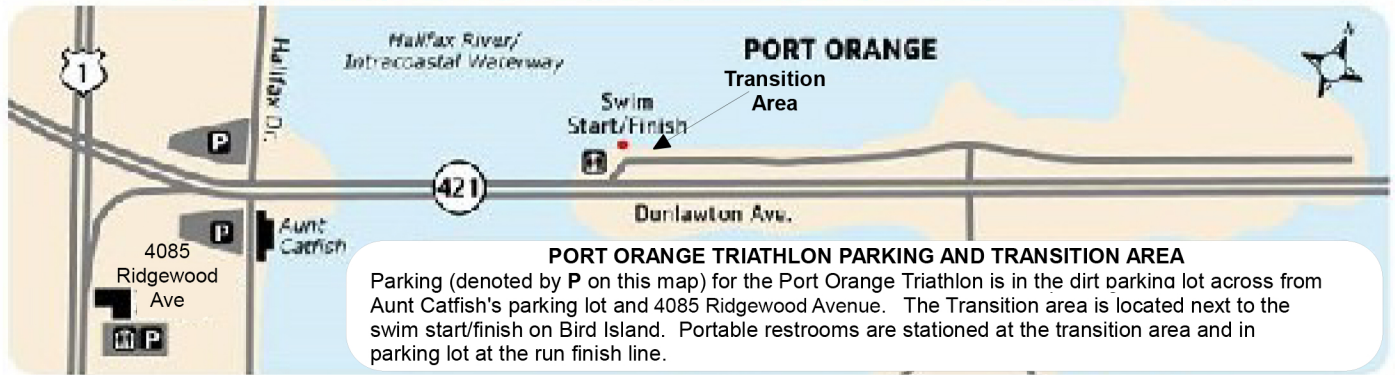
MLill@VFYMCA.ORG

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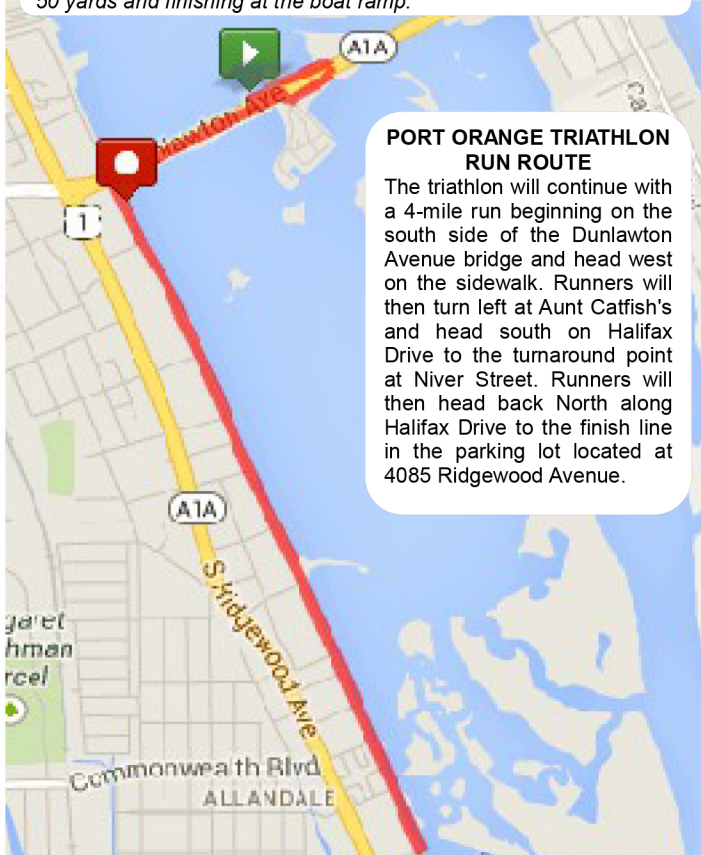


HEALTHY LIVING
CENTERS

WELCOME TO THE PORT ORANGE FAMILY YMCA TRIATHLON

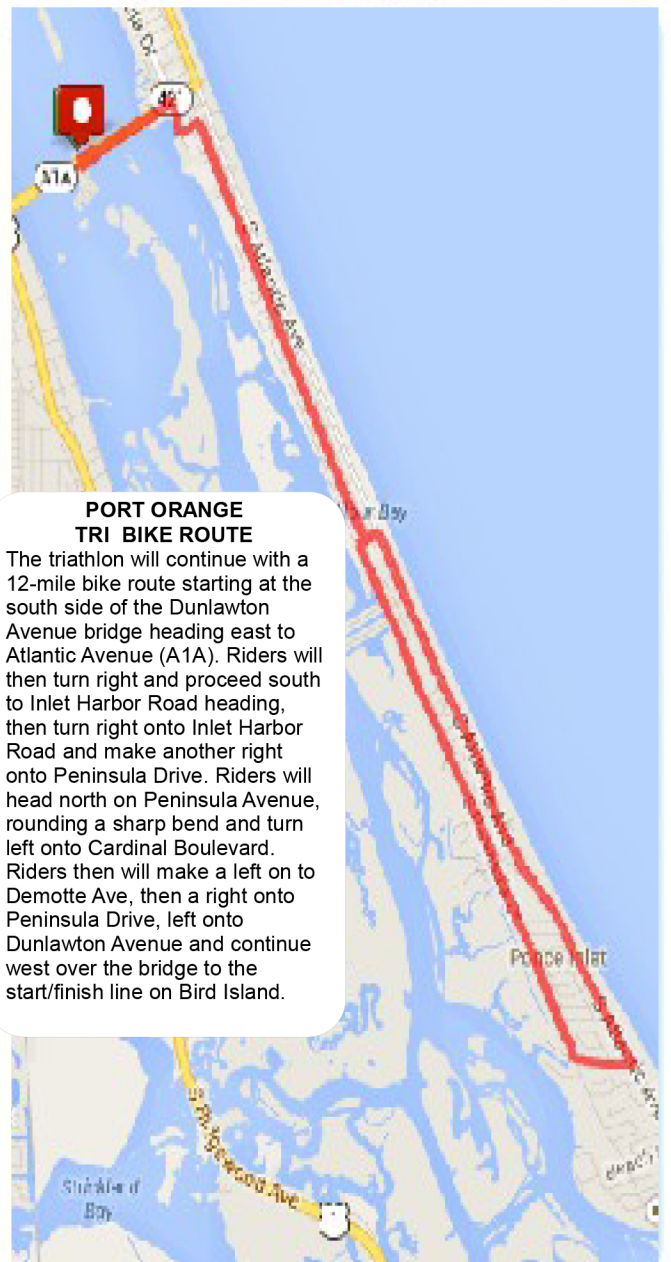


The Triathlon will begin with a swim route located at the small boat ramp on the northwest side of Bird Island in the Intracoastal waterway; the 500-meter swim course is from the boat ramp going east approximately 200 yards, turning north approximately 50 yards, turning west approximately 200 yards, turning south approximately 50 yards and finishing at the boat ramp.



PORT ORANGE TRIATHLON RUN ROUTE

The triathlon will continue with a 4-mile run beginning on the south side of the Dunlawton Avenue bridge and head west on the sidewalk. Runners will then turn left at Aunt Catfish's and head south on Halifax Drive to the turnaround point at Niver Street. Runners will then head back North along Halifax Drive to the finish line in the parking lot located at 4085 Ridgewood Avenue.



The triathlon will continue with a 12-mile bike route starting at the south side of the Dunlawton Avenue bridge heading east to Atlantic Avenue (A1A). Riders will then turn right and proceed south to Inlet Harbor Road heading, then turn right onto Inlet Harbor Road and make another right onto Peninsula Drive. Riders will head north on Peninsula Avenue, rounding a sharp bend and turn left onto Cardinal Boulevard. Riders then will make a left on to Demotte Ave, then a right onto Peninsula Drive, left onto Dunlawton Avenue and continue west over the bridge to the start/finish line on Bird Island.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: Yes

SUBJECT: (B12) Approval of Minor Special Event for the First United Methodist Church Pumpkin Patch

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the event duration beyond seven consecutive calendar days for a Minor Special Event request, by the First United Methodist Church located at 305 Dunlawton Avenue.

SUMMARY: The First United Methodist Church has requested a Minor Special Event permit for their annual sale of pumpkins and associated activities. Minor Special Events can be approved by staff administratively, but due to the proposed length of the event, the Code of Ordinances Chapter 58, Article III, Special Events, Section 58-53, requires City Council to approve any Special Event that exceeds seven (7) consecutive calendar days.

The requested event dates for the First United Methodist Church Pumpkin Patch are September 29, 2018, through October 31, 2018, (33 days) from 12:00 PM to 8:00 PM Sunday through Friday, and 10:00 AM to 8:00 PM on Saturday, with a Fall Festival on October 13, 2018, and a Trunk or Treat on October 28, 2018.

The pumpkin sales event has occurred at this location for several years and staff is not aware of any issues or concerns associated with the duration of these events. As a result, staff recommends approval of the request to extend the duration of the Minor Special Events beyond seven consecutive calendar days.

Project No.: Funding Account No.:

ATTACHMENTS:

Briana Conlan-King	Created/Initiated - 06/26/2018
Tim Burman	Approved - 06/29/2018
Thomas Grimaldi	Approved - 06/29/2018
Ronny Buttrum	Approved - 06/29/2018
Jake Johansson	Approved - 06/29/2018
Robin Fenwick	Final Approval - 07/02/2018



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: Yes

SUBJECT: (B13) Designation of a Voting Delegate for the 2018 Annual Florida League of Cities Conference

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to designate Mayor Donald O. Burnette to be the voting delegate for the City of Port Orange at the 91st Annual Conference for the Florida League of Cities.

SUMMARY: The Florida League of Cities 91st Annual Conference is scheduled for August 17-19, 2017 in Orlando. Each year, Council is asked to designate one official to be the voting delegate for the municipality. The mayor will be attending (at a minimum) and is customarily designated as the voting delegate when available.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Letter from FLC	FLC Letter.pdf
----	-----------------	----------------

Cindy Rivera
Jake Johansson
Robin Fenwick

Created/Initiated - 06/13/2018
Approved - 06/25/2018
Final Approval - 06/25/2018



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director *msittig*

DATE: May 22, 2017

SUBJECT: 91st Annual FLC Conference
VOTING DELEGATE INFORMATION
August 17-19, 2017 – World Center Marriott, Orlando

RECEIVED

MAY 24 2017

CITY OF PORT ORANGE
MAYOR

As you know, the Florida League of Cities' Annual Conference will be held at the World Center Marriott, Orlando, Florida on August 17-19. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2016.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 14, 2017.**

Attachments: Form Designating Voting Delegate

President **Susan Haynie**, Mayor, Boca Raton

First Vice President **Gil Ziffer**, Commissioner, Tallahassee • Second Vice President **Leo E. Longworth**, Commissioner, Bartow

Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

**91st Annual Conference
Florida League of Cities, Inc.
August 17-19, 2017
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. ***Municipalities do not need to adopt a resolution to designate a voting delegate.***

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email gdennard@flcities.com

Important Dates

May 2017

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Resolutions Committee

June 2017

Appointment of Resolutions Committee Members

July 12th

Deadline for Submitting Resolutions to the League office

August 17th

Policy Committee Meetings
Voting Delegates Registration

August 18th

Resolutions Committee Meeting

August 19th

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: No

SUBJECT: (B14) Report on Pension Plans for plan year ended 9/30/17

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to accept the report on pension plans for the plan year ended 9/30/17.

SUMMARY: Approximately 58% of the City's employees are covered by the City's three pension plans. The attached summary outlines plan's performance for the plan year ended 9/30/17.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Pension Plans Detail FY17	Pension Plans Detail 6-1-18.pdf
----	---------------------------	---------------------------------

Tracey Riehm
Jake Johansson
Robin Fenwick

Created/Initiated - 06/01/2018
Approved - 06/04/2018
Final Approval - 06/04/2018

Defined Benefit Pension Summary FY17

		Fire City of Port Orange Fire and Rescue Pension Fund		Police City of Port Orange Municipal Police Officers' Retirement Plan		General Employee COPO General Employees Defined Benefit Retirement Plan	
Participants (Percentage Active/Total)							
2017	Active	56	50.45%	86	59.72%	114	51.35%
	Total	111		144		222	
2016	Active	56	50.45%	79	58.52%	125	53.42%
	Total	111		135		234	
2015	Active	53	50.00%	85	61.59%	131	56.22%
	Total	106		138		233	
Assets							
2017		\$27,921,014		\$34,383,729		\$33,027,203	
2016		\$24,887,832		\$30,105,688		\$30,631,109	
2015		\$23,201,184		\$28,157,398		\$28,806,017	
Unfunded Actuarial Accr Liab (Percentage of UAAL to Total Assets)							
2017		\$17,018,364	60.95%	\$13,832,793	40.23%	\$5,955,883	18.03%
2016		\$17,507,703	70.35%	\$14,144,579	46.98%	\$6,623,538	21.62%
2015		\$15,800,576	68.10%	\$15,573,818	55.31%	\$6,053,731	21.02%
Funded Percentage							
2017		62.00%		71.64%		84.13%	
2016		59.30%		69.12%		81.56%	
2015		60.50%		65.30%		81.87%	
Assumed Rate of Return							
2017		7.60%		7.45%		7.00%	
2016		7.70%		7.55%		7.33%	blended rate
2015		7.80%		7.65%		7.50%	
Recommended City Contribution-Percentage of Annual Payroll							
2019		81.2%		57.9%		21.3%	
2018		88.9%		64.6%		17.3%	
2017		85.9%		58.9%		15.5%	
2016		86.9%		61.7%		15.7%	
2015		97.2%		63.8%		12.7%	
2014		122.1%		67.6%		11.6%	
Actual Returns (Rank)							
2017		10.11%	2	10.04%	3	11.40%	1
2016		9.01%	2	6.01%	3	10.10%	1
2015		0.98%	2	-0.08%	3	2.20%	1
2014		8.54%	2	7.55%	3	10.40%	1
2013		8.63%	3	11.12%	2	15.60%	1
2012		16.77%	3	17.54%	1	16.86%	2
2011		-1.19%	2	-0.64%	1	-3.65%	3

Defined Benefit Pension Summary FY17

	Fire City of Port Orange Fire and Rescue Pension Fund		Police City of Port Orange Municipal Police Officers' Retirement Plan		General Employee COPO General Employees Defined Benefit Retirement Plan	
Actual Returns (Rank)						
2010	8.84%	1	8.42%	2	6.61%	3
2009	2.11%	2	8.16%	1	0.60%	3
2008	-12.77%	3	-12.10%	2	-12.00%	1
2007	14.07%	1	10.60%	3	12.80%	2
Investment Limits	Target	Max	Target	Max	Target	Max
Domestic Equity*	50%	69%	50%	55%	50%	80%
International Equity	15%	25%	10%	15%	10%	25%
Bonds/Fixed Income	30%	67%	30%	30%	25%	35%
Private Real Estate	5%	7%	10%	12.5%	15%	15%
Cash/Other		5%		10.0%		10%
Total	100%		100%		100%	
* includes REIT & convertibles						
Investment Management Fees 2017						
Trustee/Custodian	PNC Institutional Asset Mgmt	\$8,745	First State Trust Company		First State Trust Company	
Investment Advisor & Performance Monitoring as of 09/30/17	SSI Investment	\$21,987	Graystone/Morgan Stanley*		Southeastern Advisory	\$19,136
	Fiduciary Management	\$43,946	Wrap Program		Highland Capital Mgmt	\$34,472
	Burgess Chambers & Assoc	\$47,896	all inclusive fee program		The Boston Company	\$35,979
	Principal Compensation	\$11,772	First State pays Morgan Stanley who pays investment services		Integrity Fix Income Mgmt	\$17,013
Total Investment		\$134,346	*AndCo Consulting as of 10/2/17	\$237,571		\$106,600
Administrative Expenses 2017						
Actuary	Foster & Foster	\$26,722	Freiman Little Actuaries, LLC	\$25,500	DGL	\$26,125
	Patrick T. Donlan		Chad M. Little		David G Leonard	
Plan Administrator	Julie Enright	\$21,600	Karan Rounsavall	\$28,800	Pete Prior - Benefits USA	\$30,000
	Sheila Hutcheson until 12/31/16					
Attorney	Christiansen & Dehner PA	\$8,941	Sugarman & Susskind	\$30,900	James B Loper	\$7,725
	(Sugarman & Susskind as of 1/1/18)					
Auditors			James Moore CPA	\$10,000	James Moore CPA	\$13,000
Insurance	JW Edens & Co	\$0	United Members Insurance	\$4,795		
Miscellaneous	Education & Postage	\$710	Education & Dues	\$6,543	FPPTA Fees & Postage	\$2,492
Total Administrative		\$57,973		\$106,538		\$79,342



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: Yes

SUBJECT: (B15) Approval of HUD CDBG Annual Action Plan for PY18 (October 1, 2018-September 30, 2019)

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the City's CDBG PY2018 Annual Action Plan, and to authorize staff to submit this plan to the U.S. Department of Housing and Urban Development (HUD).

SUMMARY: The City of Port Orange was notified on May 1, 2018 of the anticipated PY2018 (October 1, 2018 – September 30, 2019) CDBG allocation of \$327,971. To receive these funds, the City must submit an Annual Action Plan that is consistent with the City's Five (5) Year CDBG Consolidated Plan approved by HUD.

Staff is proposing that the City's PY2018 CDBG allocation be expended on the (A) Canal View/Spruce Creek Curb & Guardrail Replacement Project (\$262,676.80), (B) CDBG Planning and Administration (\$65,294.20).

The proposed PY2018 CDBG Annual Action Plan has been made available for public comment through the City's CDBG web page. In addition, the opportunity for public comment has been advertised in the Daytona Beach News-Journal in compliance with the City's Citizen Participation Plan. Upon conclusion of the Public Hearing, which was held on July 12, 2018, and approval by the City Council, this plan will be submitted to HUD for review and approval.

The draft Annual Action Plan is attached to this agenda item. At the time staff published this draft action plan, there had been no public input and the public comment period closed on July 16, 2018.

Project No.: Funding Account No.:

ATTACHMENTS:

1. CanalView_Spruce_Curb_Guardrail_Map	CanalView_Spruce_Curb_Guardrail_Map.pdf
2. 2018 CDBG Action Plan Draft 6.13.18	2018 CDBG Action Plan Draft 6.13.18.pdf
3. CDBG PY Anticipated Award Letter 5-1-18	CDBG PY Anticipated Award Letter 5-1-18.pdf
4. Proof of Publication_Notice of Public Hearing	Proof of Publication_Notice of Public Hearing.pdf
5. Required Certifications for Annual Plan	Required Certifications for Annual Plan.pdf

6.	Photos of Car Wreck at Canal View_Spruce Creek	Photos of Car Wreck at Canal View_Spruce Creek.pdf
7.	Application for Federal Assistance SF424	Application for Federal Assistance SF424.pdf

Amanda Lasecki
Tracey Riehm
Jake Johansson
Robin Fenwick

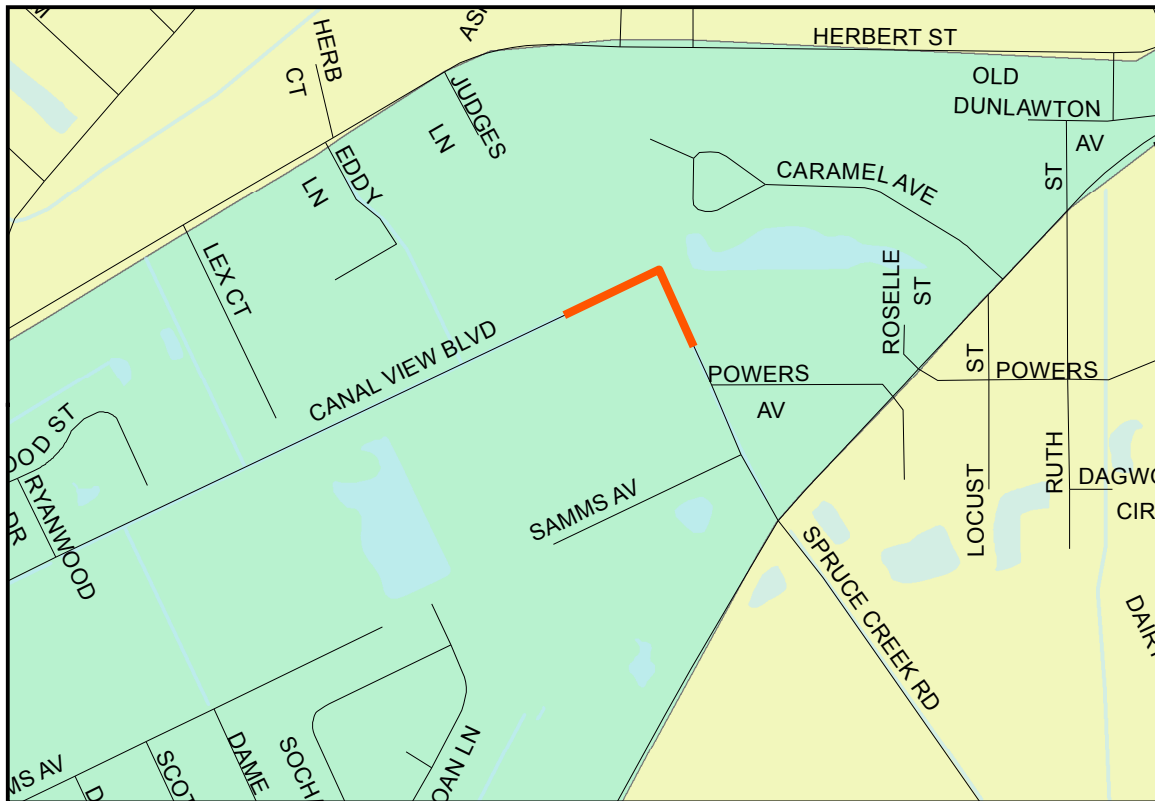
Created/Initiated - 06/26/2018
Approved - 07/03/2018
Approved - 07/05/2018
Final Approval - 07/05/2018



Canal View Blvd & Spruce Creek Rd: Curb & Guardrail Replacement Project



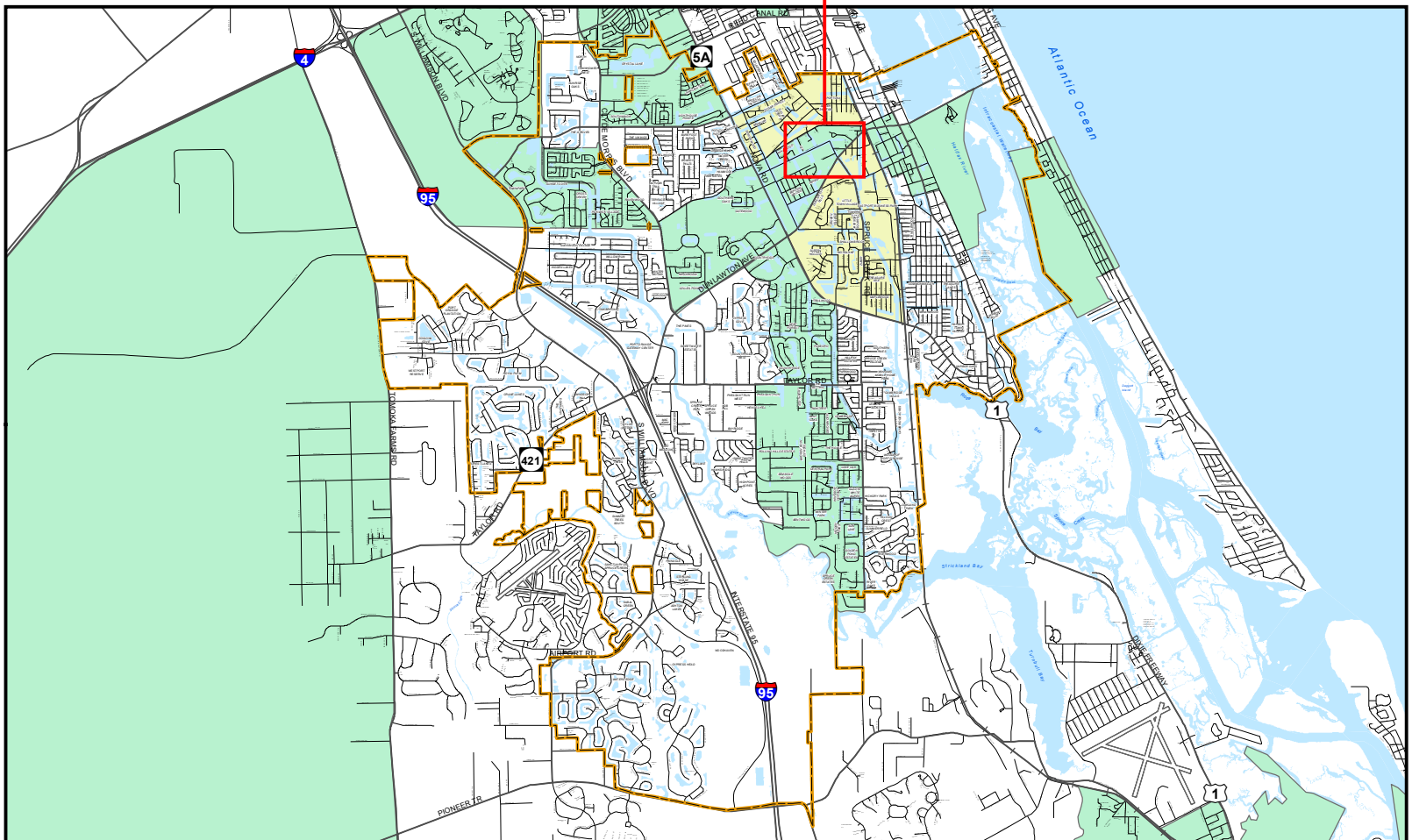
Project Site



Legend

-  New Curb/Guardrail
-  Street
-  Block Group 2
-  Census Tract 082503
-  City Boundary
-  Water Body

City of Port Orange





Third Program Year PY 2018

Action Plan

City of Port Orange, FL

Community Development Block Grant (CDBG)

GENERAL

Executive Summary

As a recipient of federal grant funds, the U.S. Department of Housing and Urban Development (HUD) requires the City of Port Orange to prepare and adopt a Five-Year Consolidated Plan for PY 2016 to PY 2020. This PY 2018 Annual Action Plan is the third-year implementation of the Consolidated Plan.

The Action Plan serves as the City's application for Community Development Block Grant (CDBG) funding, and describes needs, goals and objectives. This plan covers a period beginning October 1, 2018, and ending on September 30, 2019. This plan was developed pursuant to Federal guidelines found at 24 CFR 91.

The City of Port Orange is located within Volusia County Florida. The current population estimate is 57,060 persons. There are five Census Tracts within the City that have a population whose income is at or below 80% of the area median income. The City has not defined specific target areas within the City.

Port Orange has been advised that it will be eligible to receive a CDBG entitlement allocation of \$327,971.00 in PY 2018. These funds are proposed to be spent primarily on public infrastructure improvements. An estimated 80% of the City PY 2018 CDBG allocation will be focused on the public infrastructure improvements.

Aligned with the adopted Five (5) Year CDBG Consolidated Plan approved by HUD, staff is proposing to utilize the city's PY 2018 CDBG allocation on the Canal View/ Spruce Creek Curb & Guardrail Replacement Project (\$262,676.80), and Planning and Administration (\$65,294.20). This project fulfills the top priority identified in the Five (5) Year CDBG Consolidated Plan of improving public infrastructure and meets residents expressed interest in improving roads and stormwater improvement runoff. The Project is listed as an imperative priority in the City of Port Orange's Capital Improvement Program.

Proposed Activities

- 1. Canal View/ Spruce Creek Curb & Guardrail Project**
Amount: \$262,676.80/ Tract: 825.03 Blockgroup 2

The city intends to make public infrastructure improvements in this LMI neighborhood.

- 2. Planning and Administration**
Amount: \$65,294.20

Total PY 2018 CDBG Activities Funding \$327,971.00

Managing the Process

The Finance Department is the lead agency for administering the CDBG and other HUD programs, projects and activities. The City maintains on-going dialogue with stakeholders and provides 24/7 accessibility for CDBG information, documents and status reports via the CDBG page on the City's website. In addition, email contact with program staff is also available 24/7 via the City's website.

Citizen Participation

Consistent with the process identified in the city's adopted Citizen Participation Plan, the City of Port Orange has prepared this Annual Action Plan through an open process to obtain input from community stakeholders. The City held a Public Hearing on the Proposed Plan on July 12, 2018, after notice was provide in the Daytona Beach News-Journal on June 16, 2018 and posted on the city website.

The City did not receive any telephone inquiries, emails, or formal written comments about the CDBG program or the proposed PY2018 Annual Action Plan. There were no comments regarding the PY 2018 Annual Action Plan at the Public Hearing. After a 30-day comment period City Council met on July 17, 2018 and approved the PY2018 Annual Plan.

Institutional Structure

Incorporated into action plan's planning process, the city sought input from various departments of the city including the Community Development, Public Utilities, Public Works, and Finance. During PY 2018, the city will continue these communication efforts with the cited departments and agencies in conjunction with its administration of the CDBG programs.

Monitoring

Port Orange will continue to monitor the grant programs during PY 2018 in accordance with the local program policies and procedures and federal regulations. Any sub-recipients of federal CDBG or other funds will be closely monitored. The monitoring process will include on-site reviews of the sub-recipient's performance to ensure compliance with the goals and objectives of the program and federal regulations. The City's Finance Department has assigned personnel that coordinates and assists with all financial reporting. The City's external Auditors also review all grant expenditures for compliance to the federal regulations.

Lead-based Paint

No housing rehabilitation programs are planned during PY 2018. All lead-based paint (LBP) protocols will be followed during the proposed demolition of real property cited in this Plan. Lead poisoning is the leading environmental hazard to children, creating devastating and irreversible health problems. Because lead poisoning is a serious, yet preventable, health problem that can cause long-term neurological damage among young children, the City of Port Orange is committed to addressing this health hazard.

The leading cause of lead-based poisoning is exposure to dust from deteriorating paint in homes constructed before 1980. This is due to the high lead content used in paint during that period, particularly in homes built before 1950. Pre-1980 housing occupied by lower income households with children can offer particularly high risks of lead exposure due to the lower levels of maintenance among lower-income households. This is an important factor since it is not the lead paint itself that causes the hazards, but rather the deterioration of the paint that releases lead-contaminated dust and allows children to peel and eat lead-contaminated flakes.

Annual Objectives 91.220 (c)(3)

Goals and objectives to be carried out during the action plan period are indicated by placing a check in the following boxes:

☐	Objective Category Decent Housing which includes:	☒	Objective Category Suitable Living Environment which includes:	☐	Objective Category Expanded Economic Opportunities which includes:
☐	Assisting homeless persons obtain affordable housing	☒	Improving the safety and livability of neighborhoods	☐	Job creation and retention
☐	Assisting persons at risk of becoming homeless	☒	Eliminating blighting influences and the deterioration of property and facilities	☐	Establishment, stabilization and expansion of small business (including micro-businesses)
☐	Retaining the affordable housing stock	☒	Increasing the access to quality public and private facilities	☐	The provision of public services with employment
☐	Increasing the availability of affordable permanent housing in standard	☐	Reducing the isolation of income groups within areas through spatial	☐	The provision of jobs to low-income persons living in areas affected by those

	condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex national origin, familial status, or disability		deconcentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods		programs and activities under programs covered by the plan
☐	Increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/ADOS) to live in dignity and independence	☐	Restoring and preserving properties of special historic, architectural, or aesthetic value	☐	Availability of mortgage financing for low income persons at reasonable rates using non-discriminatory lending practices
☐	Providing affordable housing that is accessible to job opportunities	☐	Conserving energy resources and use of renewable energy sources	☐	Access to capital and credit for development activities that promote the long-term economic social viability of the community

HOUSING

Specific Housing Objectives

To meet the needs of low/moderate income areas to maintain the livability, viability and safety of those areas, Port Orange will focus its limited CDBG funds toward public infrastructure. The city is not proposing to initiate any housing programs during PY 2018.

Measurable Objective: None.

Needs of Public Housing

The City of Port Orange has no Public Housing. No action is proposed in PY 2018.

Barriers to Affordable Housing

The City conducts internal reviews of its land use and zoning regulations and its administrative policies and procedures for their impact on affordable housing. Port Orange has established an expedited development review and permitting system that is applicable to affordable housing projects. All new City ordinances are required to be reviewed for their impact on affordable housing. No action is proposed in PY 2018.

HOME / American Dream Down Payment Initiative (ADDI)

The City of Port Orange does not receive HOME/ADDI funds. No action is proposed in PY 2018.

HOMELESS

Specific Homeless Prevention Elements

The Homeless Strategic Plan for the Volusia/Flagler Counties is contained in the Volusia/Flagler County Coalition for the Homeless Ten-Year Plan. The city will conduct no direct activities in this area, but will continue to support the Coalition's efforts during PY 2018.

Emergency Shelter Grants (ESG)

Port Orange is not a direct recipient of Emergency Shelter Grant funds. Residents in need of emergency shelter services will be referred to the appropriate agencies.

COMMUNITY DEVELOPMENT

Community Development

For PY 2018, Port Orange proposes to utilize the majority of its CDBG funds for public infrastructure improvements in a low/moderate income area of Port Orange.

Within the last 14 years, the City of Port Orange has experienced 5 significant weather events, most recently being Hurricane Irma. This has necessitated a critical look at the public infrastructure. The project includes replacing and adding failing curbs and guard rails that are currently presenting a hazard to residents. This area presents a significant safety issue to residents due to rainwater runoff eroding the edge of the roadway.

Measurable Objective: Number of low/moderate income residents served.

Antipoverty Strategy

Port Orange is not proposing any anti-poverty strategies in PY 2018.

Measurable Objective: None

NON-HOMELESS SPECIAL NEEDS HOUSING

For all Non-homeless Special Needs Populations, the city will work with other area agencies to provide services and support to the greatest extent possible. Given the small amount of CDBG funds allocated to Port Orange and the lesser priority assigned to this need, no action is proposed in PY 2018.

Housing Opportunities for People with AIDS

The Volusia/Flagler Coalition for the Homeless is the regional HOPWA. No action is proposed in PY 2018.

Specific HOPWA Objectives

No action proposed in PY 2018.

Other Narrative

None



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

May 1, 2018

The Honorable Don Burnette
Mayor of Port Orange
1000 City Center Circle
City Hall
Port Orange, FL 32129-4144

*See below
thanks,
Don*

Dear Mayor Burnette:

I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2018 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low and moderate-income persons and special needs populations across the country. President Donald J. Trump signed Public Law 115-141 on March 23, 2018, which includes FY 2018 funding for these programs. Your jurisdiction's FY 2018 available amounts are:

Community Development Block Grant (CDBG)	\$327,971
HOME Investment Partnerships (HOME)	\$ 0
Housing Opportunities for Persons With AIDS (HOPWA)	\$ 0
Emergency Solutions Grants (ESG)	\$ 0
Housing Trust Fund (HTF)	\$ 0

This letter highlights several important points related to these programs. We remind grantees that CPD seeks to develop viable communities by promoting integrated approaches that provide quality, affordable housing, a stable living environment, expand economic opportunities for low and moderate-income and special needs populations including people living with HIV/AIDS. The primary means towards this end is the development of partnerships among all levels of government and the private sector, including both for-profit and non-profit organizations.

The Department continues to emphasize the importance of effective performance measurements in all its formula grant programs. Proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensuring grantees are complying with program requirements and policies; providing demographic and income information about the persons that benefited from a community's activities; and allowing HUD to monitor grantees. Your ongoing attention to ensuring complete and accurate reporting of performance measurement data continues to be an invaluable resource with regards to the impact of these formula grant programs.

To strengthen controls for the effective use of these formula funds, HUD urges grantees to continually evaluate policies and procedures governing implementation of these programs and to make adjustments as necessary. As a former local official who implemented CPD programs, I understand the benefit this funding brings to the local level as well as the management responsibilities that come with these Federal dollars. Only with constant analysis of how these critical funds are being used can we expect to fulfill our stewardships. The CPD team is prepared to assist you and your staff in achieving these goals through a wide range of training and technical assistance opportunities.

CPD is looking forward to working with you to promote simple steps that will enhance the performance of these critical programs and successfully meet the challenges that our communities face. If you or any member of your staff have questions, please contact your local CPD Field Office Director.

Sincerely,

A handwritten signature in black ink, appearing to read 'Neal J. Rackleff', written in a cursive style.

Neal J. Rackleff
Assistant Secretary

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

**State of Florida,
County of Volusia**

Before the undersigned authority personally appeared

Irene Zucker

who, on oath says that she is

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper,
published at Daytona Beach in Volusia County, Florida; the
attached copy of advertisement, being a
.....

NOTICE OF PUBLIC HEARING

L 2293412

in the Court,
was published in said newspaper in the issues.....

JUNE 16, 2018

Affiant further says that The News-Journal is a newspaper
published at Daytona Beach, in said Volusia County, Florida,
and that the said newspaper has heretofore been continuously
published in said Volusia County, Florida, each day and
Sunday and has been entered as second-class mail matter at
the post office in Daytona Beach, in said Volusia County,
Florida, for a period of one year next preceding the first
publication of the attached copy of advertisement; and affiant
further says that he has neither paid nor promised any person,
firm or corporation any discount, rebate, commission or
refund for the purpose of securing this advertisement for
publication in the said newspaper

.....
Irene Zucker

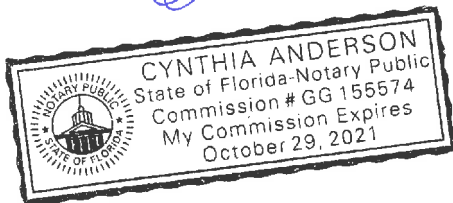
Sworn to and subscribed before me

This **16TH** of **JUNE**

A.D. 2018

.....
Cynthia Anderson

49D



NOTICE OF PUBLIC HEARING
City of Port Orange, Florida
Community Development Block
Grant (CDBG) Program
Notice of Proposed 2018 Action Plan
The City of Port Orange will hold a Public
Hearing on Thursday, July 12th at 5:30
p.m. in the Council Chambers, City Hall,
1000 City Center Circle, Port Orange, FL.
This notice is provided in compliance
with the City's adopted Citizen
Participation Plan (Resolution No. 06-
49), as required by 24 CFR (Code of
Federal Regulations) 91.
The City of Port Orange's Community
Development Block Grant (CDBG)
program is funded through the U.S.
Department of Housing and Urban
Development (HUD).
Aligned with the adopted Five (5) Year
CDBG Consolidated Plan approved by
HUD, staff is proposing to utilize the
city's FY 2018 CDBG allocation on the
Canal View/ Spruce Creek Curb &
Guardrail Replacement Project
(\$262,676.80), and Planning and
Administration (\$65,294.20).
A detailed account of the activities and
costs associated with the CDBG program
may be obtained by visiting the City's
website at www.port-orange.org, or by
contacting Amanda Lasecki, Grants
Manager, at telephone 386-506-5737, or
email alasecki@port-orange.org. Written
comments may also be submitted by
regular U.S. Mail attention to: Amanda
Lasecki, Grants Manager, 1000 City
Center Circle, Port Orange FL 32129.
If you are a person with a disability who
needs any accommodation in order to
participate in these proceedings, you are
entitled to certain assistance at no cost
to you. Upon request, materials will be
supplied in a form accessible for persons
with disabilities. If you need assistance,
please contact the City Clerk for the City
of Port Orange, 1000 City Center Circle,
Port Orange, FL 32129, telephone
number 386-506-5566, prior to the
public hearing date. If you are hearing or
voice impaired, please contact the relay
operator at 1(800) 955-8771.
L2293412 June 16, 2018 It

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2018 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

NOT APPLICABLE

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

NOT APPLICABLE

Signature of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

NOT APPLICABLE

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

NOT APPLICABLE

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NOT APPLICABLE

Photos of car wreck at Canal View/Spruce Creek Road. This necessary infrastructure project places curbs and guard rails that are currently presenting a hazard to residents. This area presents a significant safety issue to residents due to rainwater runoff eroding the edge of the roadway.



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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: Yes

SUBJECT: (B16) Approval of License agreement with Hoffman and Capell, LLC

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve, subject to the city attorney's office final review and approval of the required executed license agreement for a two year license agreement with Hoffman and Capell, LLC doing business as Kona Ice South Volusia County; and to authorize the Mayor and City Clerk to execute final legal documents.

SUMMARY: Hoffman and Capell, LLC was the only company to respond to RFP #18-11 for Concession services at Riverwalk Park. Their response includes a monthly license fee of \$150.00 per month and a 2% Increase annually. The term of the agreement will be for 2 years with 2 options to renew for two years each. The applicant will sell concession type food items and rent picnic type games to park patrons. Their hours will fluctuate as they see fit. Staff recommends approval of this license agreement.

Legal staff has requested the required legal documents for completion. If Vendor is unable to provide documents as requested by legal prior to council consideration, this item may have to be deferred for completion by the vendor. The attached License Agreement may be subject to minor revisions based on conformance with the RFP and requested documents from the Vendor.

Project No.: Funding Account No.: 001-0000-347.59-00

ATTACHMENTS:

1.	License Agreement with Exhibits	License Agreement with Exhibits.pdf
2.	RFP 18-11 final (Exhibit C to License Agreement)	RFP 18-11 final.pdf
3.	RFP 18-11 HOFFMAN &CAPPELL LLC. RESPONSE (5-29-18) Revised (Part of Exhibit C to License Agreement)	RFP 18-11 HOFFMAN &CAPPELL LLC. RESPONSE (5-29-18) Revised.pdf
4.	NOTICE OF INTENT TO AWARD (07-3-18)	NOTICE OF INTENT TO AWARD (07-3-18).pdf

Susan Lovallo	Created/Initiated - 06/20/2018
Susan Lovallo	Approved - 06/20/2018
Tracey Riehm	Approved - 07/02/2018
Shannon Balmer	Approved - 07/06/2018
Margaret Roberts	Approved - 07/06/2018
Jake Johansson	Approved - 07/06/2018
Robin Fenwick	Final Approval - 07/06/2018

This Document Prepared by:

Shannon K. Balmer
Assistant City Attorney
1000 City Center Circle
Port Orange, FL 32129

Portion of Parcel No.: 6303-10-01-0011

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2018, by and between the City of Port Orange, Florida, a chartered municipal corporation, 1000 City Center Circle, Port Orange, FL 32129, ("City" or "Licensor"), and Hoffman & Capell, LLC whose mailing address is 3811 S. Atlantic Avenue #402, Daytona Beach Shores, FL 32118 doing business as Kona Ice South Volusia County, ("Licensee").

PREMISES

WHEREAS, the Licensee is the successful bidder to the City's RFP #18-11 to provide concessionaire services to the public; and

WHEREAS, the Licensor is the owner of real property located at 3441 S. Ridgewood Avenue, Port Orange, Florida 32127, commonly known as the Riverwalk Park Phase I, identified as Parcel No. **6303-10-01-0011**, hereinafter referred to as the "Subject Property", and graphically depicted on **Exhibit "A"**; and

WHEREAS, the Licensor has constructed improvements at the Subject Property which include a +/- 202 sq. ft. concession building with three-sink basin, roll up concession windows, and electrical outlets, and public parking, hereinafter referred to as the "License Areas", as depicted on the attached **Exhibit "B"**; and

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Use. The City hereby grants to the Licensee a license to access the Subject Property described on Exhibit "A", and to the non-exclusive use of the License Areas, as shown on Exhibit "B", subject to the terms and conditions herein contained, for the purpose of concessionaire services ("License").

2. Term. This License shall commence upon the execution of this License Agreement and shall continue for a period of two (2) years, with two optional two (2) year extensions thereafter. Notwithstanding the foregoing, either party may terminate this License at any time by giving sixty (60) days' written notice to the other party. At the expiration or earlier

termination of this License, Licensee shall immediately cease use of the License Areas and remove any personal property located thereon.

3. License Fee. Licensee shall pay to Licensor a license fee at the monthly rate of **ONE HUNDRED FIFTY AND 00/100 DOLLARS (\$150.00)**. The first payment shall be made within ten (10) days of City Council's approval of this License and prior to the Licensee's use of the License Area, and shall thereafter be paid on the 1st day of the month until expiration or earlier termination of this License. The City reserves the right to invoice the Licensee Fee but City is in no way obligated to invoice for said payments. It shall be the obligation of the Licensee to assure payments are received as and when agreed hereinabove. Payments not received on or before the fifth (5th) day of each month shall be considered late. Failure to make payments as and when agreed shall be a material breach and grounds for immediate termination of this License without further notice. Payments shall be made to the attention of the Finance Department of the City of Port Orange at the address referenced in Section 17 of this License.

4. Taxes.

(a) In the event that taxes are legally imposed, Licensee is solely responsible for all taxes, if any, imposed under Section 212.031, Florida Statutes, or as that provision may be amended, by the Florida Department of Revenue or locally imposed through a surtax, accruing during the term of the License Agreement or any renewal thereof. In the event that taxes are legally imposed, Licensee is solely responsible for Licensee's pro rata share of ad valorem and non-ad valorem taxes, impact fees, and assessments levied, if any, against the Subject Property as more particularly described in Exhibit "A" to this License Agreement, accruing during the term of the License Agreement or any renewal thereof. Licensee shall pay all such legally imposed taxes imposed under Section 212.031, Florida Statutes, directly to the respective taxing authority.

(b) All ad valorem and non-ad valorem taxes that are legally imposed shall be advanced and paid by Licensor on behalf of Licensee directly to the Volusia County Tax Collector's Office and reimbursed by Licensee to Licensor within thirty (30) days of delivery of an invoice therefor to Licensee.

(c) Licensee acknowledges that any taxes legally imposed on the License under Section 212.031, Florida Statutes, or as that provision may be amended, by the Florida Department of Revenue or locally imposed through a surtax, if any, are imposed on Licensee, and not on Licensor. Licensee acknowledges that any ad valorem taxes legally imposed on the Subject Premises under Section 196.199, Florida Statutes (taxation of government leaseholds), any non-ad valorem taxes, impact fees and assessments, if any, are imposed on Licensee, and that Licensor, as a governmental entity, is immune or exempt from such imposition.

5. Conditions Applicable to License. This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the License Areas, whether or not of record.

6. City Use. The City reserves the right to use the License Areas and/or Subject Property at any time. Licensor may request removal of any and all personal property of the Licensee located at or on the Subject Property in the event that the City needs to utilize the Subject Property for City purposes, such as special events, maintenance work, or other public

uses. The City shall endeavor to give at least ten (10) days prior notice to the Licensee. If the Licensee's personal property is not removed within the time specified by the City or in cases where emergency work by the City becomes necessary, the City may remove or cause to be removed the Licensee's personal property without any liability to the City. The Licensee shall be responsible for any and all expenses for the storage of Licensee's personal property.

7. Signage. Licensor shall not install or construct permanent signage at the Subject Property; however, temporary signage may be displayed during the Licensee's regular operating hours, so long as it is displayed in accordance with the City of Port Orange Land Development Code. Signage design, layout and location, or any modification thereto, shall be submitted to the Parks and Recreation Director for review and approval prior to display. Such approval shall not be valid unless in writing.

8. Operating Hours. The Licensee may operate daily during regular park hours from 8:00 am until 8:00 pm with required hours of operation to include:

<u>Weekends</u>	<u>Weekends</u>	<u>Weekly</u>	<u>Weekly</u>
Jan. – May	Sep. – Dec.	Jun. – Aug.	Volusia County Schools Breaks and National Holidays
9:00 A.M.	9:00 A.M.	9:00 A.M.	9:00 A.M.
To	To	To	To
4:00 P.M.	4:00 P.M.	4:00 P.M.	4:00 P.M.

Licensee may request additional hours of operation or to be closed by providing a written request to the Parks and Recreation Director fifteen (15) days in advance of the special event requiring additional hours.

9. Licensee Obligations.

(a) Licensee shall operate concessionaire services consistent with and related to food, non-alcoholic beverage items, and picnic game rentals serving the general public in accordance with the City's RFP 18-11, and Licensee's proposal in response thereto, attached hereto as **Exhibit "C"** and incorporated herein by reference. In the event that there is a conflict between the terms of this License Agreement and the terms of RFP 18-11 or the Licensee's proposal in response thereto, the terms of this License Agreement shall control.

(b) All operating costs, including the cost of utilities used exclusively by the Licensee, its employees or its patrons, shall be the responsibility of the Licensee.

(c) Licensee shall be responsible for securing and safeguarding its equipment and other personal property. Licensor shall not be responsible for vandalism or theft of property while located in or on the Subject Property.

(d) Licensee shall maintain the License Areas to keep a neat and clean

appearance. This maintenance shall include, but is not limited to daily refuse removal, sweeping, mopping, and cleaning the License Areas and areas immediately surrounding the License Areas daily, and screening of any refuse collection from public view prior to disposal.

(e) All equipment and staffing necessary to meet the public demand shall be provided by the Licensee at its own expense.

(f) Licensee shall conduct regular inspections of all rental equipment and safety equipment to ensure the safety of those individuals renting the equipment. Licensee shall not use or rent equipment that is damaged or defective, and shall repair or replace any damaged or defective equipment at its own expense.

(g) Licensee shall train each renter on water safety and equipment operation prior to renting equipment, and shall develop standard equipment rental procedures to ensure the safety of all participants.

(h) Licensee shall conduct annually, at its expense, a Florida Department of Law Enforcement (FDLE) Level 1 background check for any and all employees of the Licensee involved in the operations described in this License Agreement. Documented evidence of such check shall be maintained by the Licensee for the entire duration of employment for each employee and shall be made available for inspection by the Parks and Recreation Director upon request.

10. No Transfer or Assignment. The License is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by the Licensee in whole or in part.

11. Permits and Regulations. Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies and shall comply with all applicable laws and regulations, including strict adherence to the regulations set forth in Chapters 327 and 328 of the Florida Statutes, as may be amended.

12. No Interference. Licensee shall not interfere with the normal operation and activities of Licensor, and Licensee shall conduct its activities on the License Areas to minimize damage to the License Areas and inconvenience to Licensor, its agents, employees and invitees.

13. Repair and Restoration. If Licensee, its employees or agents cause any damage to the License Areas, or to any improvements located at or on the Subject Property in connection with the exercise of this License, Licensee shall repair and restore the License Areas and Subject Property to their original condition prior to Licensee's use. Licensee shall perform the repair and restoration required hereunder prior to the expiration of this License, or within ten (10) days of the earlier termination of Licensee's rights hereunder. In the event that repair and restoration is performed following the termination this License, the Licensee's indemnity and insurance obligations set forth herein shall continue until repair and restoration is completed as provided herein.

14. Security Deposit. Licensee shall provide Licensor with a security deposit in the form of irrevocable letters of credit, cash deposits or surety instruments satisfactory to the

Licensors prior to the effective date of the License. The security deposit amount shall be **FOUR HUNDRED AND 00/100 DOLLARS (\$400.00)** to be used to offset any damage to the Subject Property or License Areas caused by the Licensee.

15. Insurance. Licensee, at its sole cost and expense, shall insure its activities in connection with this License and obtain, keep in force, and maintain insurance as follows:

(a) Commercial General Liability Insurance (contractual liability included) with minimum limits as follows:

- (1) Each Occurrence - \$1,000,000
- (2) General Aggregate - \$2,000,000
- (3) Products/Completed Operations Aggregate - \$2,000,000
- (4) Personal and Advertising Injury - \$1,000,000

(b) Property Insurance, Fire and Extended Coverage in an amount sufficient to reimburse Licensee for all of its equipment and other personal property located at or on the Subject Property.

(c) Workers Compensation as required by Florida Law.

(d) Such other insurance in such amounts which from time to time may be reasonably required by the Licensor.

The coverages required herein shall not limit the liability of the Licensee. The coverage set for the in (a) of this section shall include the Licensor as an additional insured. Licensee shall provide to Licensor a Certificate of Insurance annually as proof of insurance coverage in accordance with this section. The policies herein required shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insurers are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Licensee shall provide Licensor notice of cancellation, nonrenewal or any other changes in coverage no later than (10) days prior to the effective date of the change.

16. Hold Harmless and Indemnification. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the City's property pursuant to this License. The Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

17. Notice. Any notice required hereunder shall be in writing and shall be addressed as follows:

Licensor: City of Port Orange
Parks and Recreation Director
1000 City Center Circle
Port Orange, FL 32129

Licensee: Hoffman & Capell, LLC
d/b/a Kona Ice South Volusia County
c/o Tammy Hoffman
3811 S. Atlantic Avenue #402
Daytona Beach Shores, FL 32118

18. Lien Free Condition. Licensee shall not cause or permit any liens to be placed against the Premises or against Licensor's other property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed. In no event shall such lien removal require more than thirty (30) days.

19. License Administrator. The Parks and Recreation Director for the City of Port Orange shall perform the administration of this License Agreement.

20. Entire Agreement. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

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

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

WITNESSES:

LICENSEE:

Hoffman & Capell, LLC
a Florida limited liability company
d/b/a Kona Ice South Volusia County

Printed Name: _____

Tammy Hoffman, Managing Member

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Tammy Hoffman, as Managing Member of Hoffman and Capell, LLC, a Florida limited liability company, d/b/a Kona Ice South Volusia County on behalf of said entity, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

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

EXHIBIT "A"

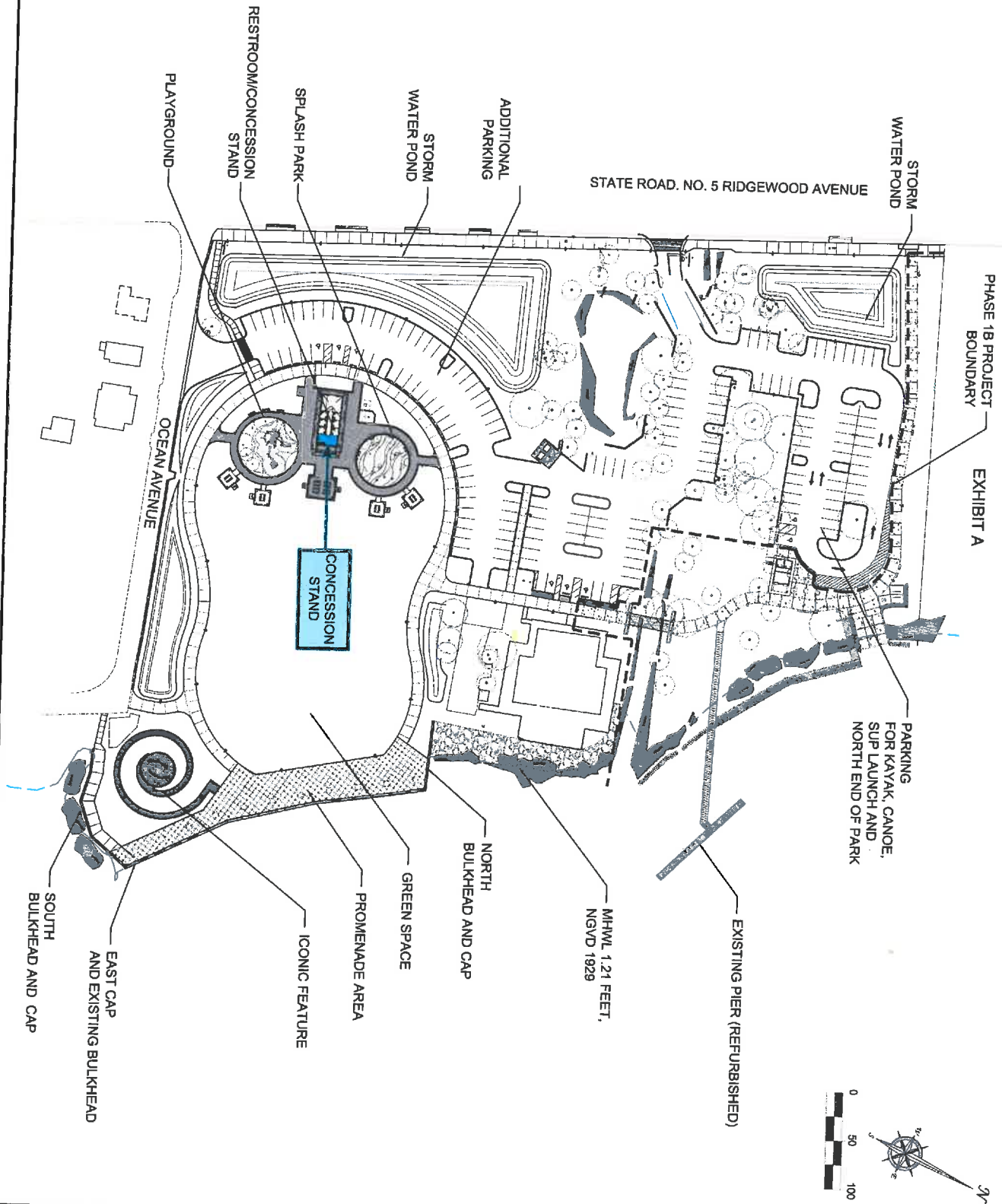
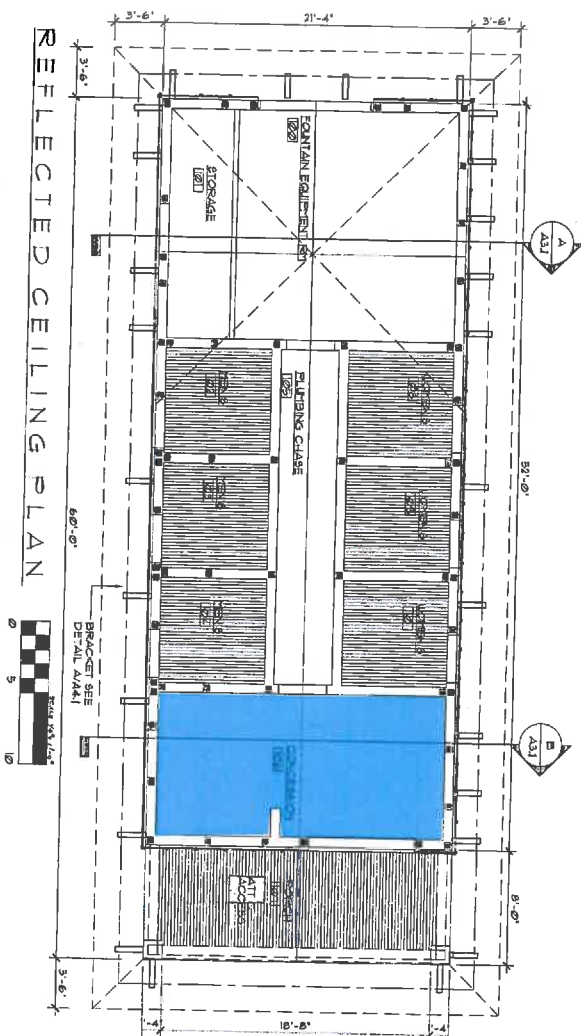
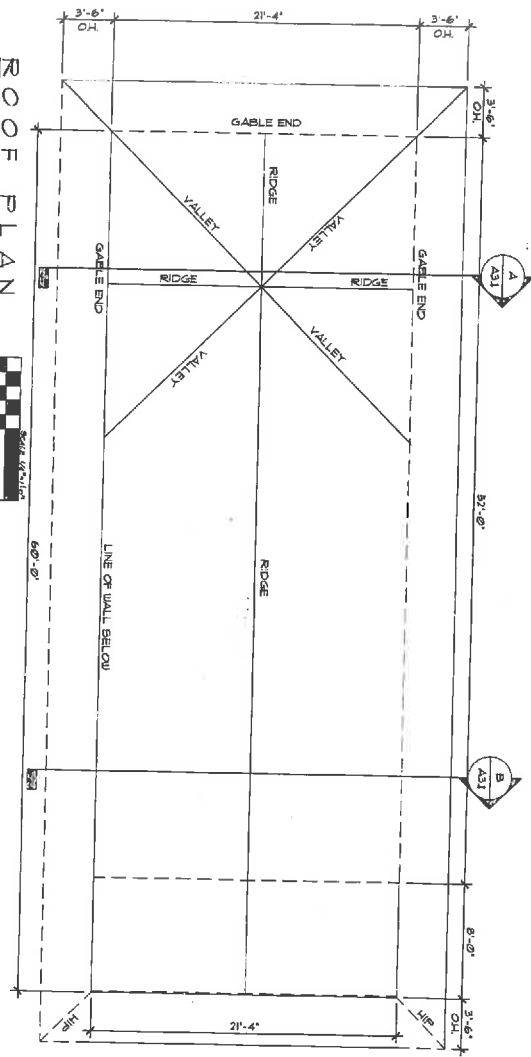


EXHIBIT "B"

REFLECTED CEILING PLAN



ROOF PLAN



ROOF NOTES:
 1. ALL EXPOSED WOOD IS TO BE PRESSURE TREATED
 NO. 1 GRADE & TYP.
 2. ROOF SHEATHING NAIL PATTERN:
 EDGES: 10d x 6" O.C.
 FIELD: 10d x 12" O.C.
 3. ROOF SLOPE TYPICAL AT 9/12



1000 CITY CENTER CR.
 PORT ORANGE
 FL 32129

DMC
 ENGINEERS • SCIENTISTS
 4643 S. Clyde Morris Blvd
 Unit 302
 Port Orange, FL 32129
 Phone: (386) 304-8505
 Fax: (386) 304-8506
 www.dmcenr.com

4643 S. Clyde Morris Blvd
 Unit 302
 Port Orange, FL 32129
 Phone: (386) 304-8505
 Fax: (386) 304-8506
 www.dmcenr.com

CONSULTANT
S • C • A
 AR 11088
 SIO OGBORN ARCHITECT, INC.
 P.O. BOX 828
 NEW SMYRNA BEACH, FLORIDA
 PHONE: 386-458-0008

PROJECT NAME:
**RIVERWALK PARK
 PHASE 1B**
 CLIENT:
CITY OF PORT ORANGE

DRAWING:		
DMC JOB NO.		
DRAWN	CHECKED	SHEET NO. A5.1
CHECKED	CHECKED	
CAD	DATE 02-19-15	



FOOTING NOTE:
ALL FOOTINGS TO BE 16" DEEP
UNLESS OTHERWISE NOTED

ALL CONCRETE MALKIN'S BUILT
TO EXCEED 1/4" PER 12" SLOPE.

1. ALL CONNECTIONS TO BE STANLESS STEEL.
2. PROVIDE TRUSS BRACING (MODEL NO. TB33-34) FOR MID 96"X FROM RIDGE TO WALL ON MAIN TRUSSES.
3. MODEL NUMBERS USED ARE FROM SIMPSON STRONG TIE CONNECTIONS.
4. PER 6-06 OVERLAPPED AT CORNERS TO BE CONNECTED W/ 1/4" 95 TREADED ROD TYPE.

APPLICABLE CODES:

2400 Florida Building	Code-Building	5th to 7th	2400 Florida Building	Code-Accessibility	5th to 7th
2400 Florida Building	Code-Energy Conservation	5th to 7th	2400 Florida Building	Code-Fuel Gas	5th to 7th
2400 Florida Building	Code-Mechanical	5th to 7th	2400 Florida Building	Code-Plumbing	5th to 7th

Florida Fire Prevention Code (5th Edition) 1998 National Electrical Code 2011

NOTE: THESE PLANS HAVE BEEN DESIGNED TO MEET STANDARDS SET BY THE FLORIDA BUILDING CODE, 2004 EDITION CHAPTERS 6 & 7 FOR ALL ROOMS COMPLIANT WITH THE FLORIDA BUILDING CODE, 2004 EDITION CHAPTERS 6 & 7.

CLADDING FOR 140 MPH ULTIMATE WIND VELOCITY, EXPOSURE CATEGORY 'C' AND ASCE-7 STANDARD.

VULT (FIGURE 1602A, 1700B)	140 mph
VARD (FIGURE 1602A, 1700C)	120 mph
RISK CATEGORY (TABLE 1604.5)	II

WIND EXPOSURE CATEGORY (1609.4)	HEIGHT AND EXPOSURE COEFFICIENT TABLE (1609.7)	EXPOSURE 'C'
EXPOSURE A		1.00

ENCLOSURE 31A109	PARTIALLY ENCLOSED
WIND Borne DEBRIS ZONE	N/O

[illegible][illegible][illegible][illegible]

UNLESS NOTED OTHERWISE ON PLANS OR REQUESTED BY OWNER,

NOTE: PROVIDE SOIL TOE ATTACH FOR WINDING OF THE

GRADING OPERATIONS ARE COMPLETED AND PRIOR TO CONCRETE WORK. APPLY AS REQUIRED PER CURRENT BUILDING CODES AND SOIL TREATMENT MANUFACTURER'S INSTRUCTIONS. SEE SECTION 07361, TREATING CONTROL



1000 CITY CENTER CR.
PORT ORANGE
FL 32129

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

4843 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone: (386) 304-6505
Fax: (386) 304-6506
www.dmcas.com

CONSULTANT
S ♦ C ♦ A
AR 1188
800 CONYERN ARCHITECT, INC.
P.O. BOX 829
NEW SMYRNA BEACH, FLORIDA

PROJECT NAME:
RIVERWALK PARK
PHASE 1B

CLIENT:
CITY OF PORT ORANGE

DRAWING:		
DMC JOB NO.		
DRAWN	CHECKED	SHEET NO. A6.1
CHECKED	CHECKED	
CAD	DATE 02-19-10	

EXHIBIT "C"

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSALS

RFP #18-11

CONCESSIONAIRE SERVICES



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Date: May 8, 2018

**Proposal Due Date and Time:
May 29, 2018 at 2:30 P.M.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Vendors

RFP #18-11 CONCESSIONAIRE SERVICES

Notice is hereby given that the City of Port Orange is soliciting proposals for **CONCESSIONAIRE SERVICES**. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on May 29, 2018** which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Vendor unopened. All proposals will be evaluated to ensure they contain all required forms in order to deem the Vendor responsive or non-responsive. Proposals will be opened and read aloud at 2:30 P.M. in the council chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange Florida 32129.

There will be a Non-Mandatory Pre-Proposal Conference for the project at **10:00 A.M. (local time) on May 15, 2018** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Proposal Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly

DESCRIPTION: *CONCESSIONAIRE SERVICES at Riverwalk Park, 3441 South Ridgewood Avenue, Port Orange, Florida 32127, as described herein.*

All Requests for Proposals are solicited and will be evaluated on the criteria outlined in the RFP. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Proposals received in accordance with the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, and the Policies and Procedures as set forth in the City's Purchasing Manual. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/bids.aspx and Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed in **writing** to the Purchasing Agent, David Battaglia, dbattaglia@port-orange.org or purchdiv@port-orange.org and reference **"Questions on RFP #18-11 CONCESSIONAIRE SERVICES"** in the **subject line**. Last day for questions will be **May 22, 2018 at 5:00 P.M.**

All Vendors are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug-Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

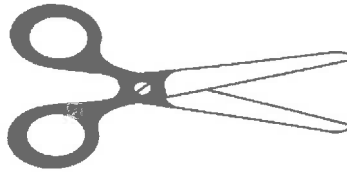
NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida.

No proposals received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all proposals, to waive any and all non-substantial irregularity in Proposals received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, addressed to the Purchasing Division, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFP 17-41 CONCESSIONAIRE SERVICES"**.

David Battaglia, Purchasing Agent
Legal Ad - One Time – **May 8, 2018**

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal where requested.



SEALED PROPOSAL • DO NOT OPEN	
SEALED PROPOSAL NO.	RFP #18-11
PROPOSAL TITLE:	CONCESSIONAIRE SERVICES
DUE DATE/TIME:	May 29, 2018 at 2:30 P.M.
SUBMITTED BY:	
	(Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Battaglia Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	
	(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Proposals (RFP) is to solicit competitive sealed proposals from Firms or Companies (Vendors) for the provision of Concessionaire Services at Riverwalk Park, 3441 South Ridgewood Avenue, Port Orange, Florida 32127, as described herein.

It is the intent and purpose of the City of Port Orange (City) that this Request for Proposal promotes competitive selection. It shall be the Vendor's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO VENDORS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed proposals, including one original copy, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: May 8, 2018
Non-Mandatory Pre-Proposal Conference May 15, 2018 at 10:00 A.M.
Deadline for Questions: May 22, 2018 by 5:00 P.M.
Final Addendum Posting: May 23, 2018 by 5:00 P.M.
Proposals Due: **May 29, 2018 by 2:30 P.M.**
Evaluation Committee Meeting..... To Be Determined
Shortlisted Firms Presentations/Discussions (if required) To Be Determined
City Council Meeting for Approval of Recommendation of Award To Be Determined

Proposals must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: David Battaglia, Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Proposals must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Proposals shall be sealed and Vendors must indicate on the outside of their proposal the following:

- a) Request for Proposal (RFP) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

All proposals will be opened publicly and the names of all Vendors shall be read aloud. All conferences and meetings regarding this RFP are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all proposals or parts of proposals, if it is in the best interest of the City.

NON-MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT:

There will be a Non-Mandatory Pre-Proposal Conference and Site Visit for the project on the date and time referenced in the Timeline above at City Hall, Choose an item., 1000 City Center Circle, Port Orange, Florida 32129. All prospective Vendors are strongly encouraged to attend because the Pre-Proposal Conference will offer potential Vendors the opportunity to ask questions and discuss the project directly with staff.

QUESTIONS REGARDING THIS RFP:

All questions shall reference "Questions on RFP #18-11 Concessionaire Services" in the subject line. All questions concerning this RFP shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Battaglia
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dbattaglia@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR PROPOSALS:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a proposal.

Written responses, in the form of an addendum, will be provided via the City website www.port-orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

The City of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the RFP submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as "Active".

Vendors must be properly registered and licensed to engage in the scope of work pertaining to this RFP, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFP following the requirements in Section 7. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted proposals for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

PRICING SHEETS:

Pricing sheets are to be completed as directed and without modification and returned as part of the RFP submittal prior to the RFP deadline for submission. Failure to fill out the price sheets as directed and without modification may negatively affect the evaluation of your proposal.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the RFP specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

PROPOSAL SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF PROPOSALS:

Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. Vendors shall not be allowed to modify their proposals after the opening time and date.

WITHDRAWAL OF PROPOSALS:

NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the proposal confers no right of withdrawal or modification after the proposal has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn proposal shall not be resubmitted.

OPENING OF PROPOSALS:

Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a proposal not properly addressed and identified.

REJECTION OF PROPOSALS:

The City reserves the right to reject any and/or all proposals when such rejection is in the best interest of the City.

PROPOSALS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF SERVICES

SPECIFICATIONS:

The City of Port Orange is seeking proposals from qualified firms or companies to provide Concessionaire Services at Riverwalk Park, 3441 South Ridgewood Avenue, Port Orange, Florida 32127. The successful proposer will enter into a license agreement for the premises which will be used for purposes consistent with and related to food, non-alcoholic beverage items, and picnic game rentals. The Proposer shall be responsible for all self-contained maintenance at the premises. The Licensee shall be responsible for all operating expenses, including, but not limited to water, sewer, electricity, waste removal, and all other utilities utilized by the Licensee, its employees and/or patrons.

The Proposer shall furnish all necessary labor and equipment for the operations and provide rental preparations as requested by the customers. The Proposer shall also be responsible for the collection of all rental fees, contracts, and records for the rental operation.

The agreement terms contained in this solicitation shall be part of a license agreement to be approved by the City Council. Proposers are advised to fully review all terms and conditions expressed in this solicitation as the contents will govern the operations of the required services.

Objectives:

To serve the general public as a full-service Concessionaire in an attractive setting in compliance with all governmental codes and regulations, subject to inspection and review by the City of Port Orange and to generate revenue for the City through the base license fee component of the license agreement. The City's goal is to have the Concessionaire fully operational for Riverwalk Park by July 1, 2018.

Proposers must provide a sample of services with pricing for services with their Marketing plan. (See Tab C under Section 7 – Proposal Submittal and Requirements.)

License Terms:

The term of the License is two years with the option to renew two (2) times in two (2) year intervals.

License terms will include a monthly base license fee. Licensee will have access to the concession area of the building and designated park areas as well as shared use of the restrooms, (attached as Exhibit 1). The premises is serviced by electric, water, sewer and trash removal. The premises are not serviced by cable, phone and internet.

The Proposer shall provide the City with a security deposit in the form of irrevocable letters of credit, cash deposits, or surety instruments satisfactory to the City upon signing the negotiated license. The amount of the deposit, which will be used to offset any damage to the property or missed license payments, shall be determined upon negotiation of the License Agreement. The Tenant will pay all operating expenses. Electric and water will be included in the license fee.

Concession-Operation:

The Tenant shall be responsible for operations, marketing, advertising, staffing, cleaning, security, cost of utilities, and maintenance within the leased areas, and obtaining all required permits and licenses.

The City will in no way be obligated to subsidize or support the operation of the operation of the Concessionaire. The City will not pledge any revenues, taxes, fees, or other financial resources to pay expenses incurred by the Proposer that enters into the Contract with the City. It will be the complete

responsibility of the successful Proposer to ensure that the outfitter operates in a financially responsible manner.

Background Information:

Port Orange's Riverwalk Park covers approximately sixteen (16) acres and is located along Halifax River (ICW) situated between Ocean Avenue and Dunlawton Avenue on US 1. The park amenities include a paved trail used by walkers and bikers and alike. There are playgrounds, restroom facilities, picnic areas, splash pad and fishing piers. The Riverwalk Park will serve as host to a variety of activities and special events throughout the year.

The Facility:

The Riverwalk Park, located at 3441 South Ridgewood Ave, Port Orange, FL, 32127, is a 16-acre park located along the intercostal waterway. The Park is owned by the City of Port Orange and operated by Department of Parks and Recreation.

The Riverwalk Floor Plan indicates the area available to Licensee. Any interior modifications can be negotiated between the successful Proposer and the City. All equipment will be provided by the licensee.

The Building: The electric system meets code, water, sanitary sewer is all currently available in the facility.

The concession building is 202 square feet and has a three-basin sink, roll up concession windows and electrical outlets. Outside restrooms attached to the building are open to the public and maintained by the city.

The Licensee will keep and maintain the premises in good condition and repair in a neat, sanitary and orderly manner to comply with all applicable City, County, and State regulations, and shall bear the expense of any and all painting and decoration furnished to the interior of the building, and of custodial services.

Signage:

Signage, including way-finding signs, may be included in the Proposal for consideration. Proposers should suggest signage locations which the City may consider.

No permit signage may be constructed by the Licensee.

Operating Hours:

The concession(s) may be open at all appropriate times during regular park hours from 8:00 A.M. 8:00 P.M. Required hours of operation by the City include:

<u>Weekends</u>	<u>Weekends</u>	<u>Weekly</u>	<u>Weekly</u>
Jan. – May	Sep. – Dec.	Jun. – Aug.	Volusia County Schools Breaks and National Holidays
9:00 A.M.	9:00 A.M.	9:00 A.M.	9:00 A.M.
To	To	To	To
4:00 P.M.	4:00 P.M.	4:00 P.M.	4:00 P.M.

The vendor may request authorization from the City fifteen (15) calendar days in advance to stay open later on special occasions and holidays or to be closed.

The City Reserves the Right to:

Block out dates, limit hours of operation, or authorize other vendors that may compete with the successful proposer as a result of special events taking place at Riverwalk Park.

Taxes:

The Licensee shall pay all federal, state, and local taxes in connection with the license agreement, including sales tax due on the use of the facility, as well as employment taxes and other federal taxes.

Maintenance:

Successful proposer shall be responsible for the following:

- Keeping the staging area neat, clean and in good standing;
- Removing Concessionaire refuse to the dumpster daily;
- Arranging seating area (if applicable);
- Sweeping, mopping and cleaning the public area surrounding the staging area daily upon completion of usage;
- Do not allow boxes, cartons, barrels trash or similar items to be in the view of the public.
- Evaluation of maintenance compliance will be at the City's sole discretion. If Licensee fails to maintain at a level acceptable to the City, the License may be revoked.

Parking:

The concessionaire has non-exclusive use of the parking lot which must be shared among the general public.

Employee Standards:

Successful Proposer shall ensure a staff that is fully responsible for all on-site operations to include but not limited to:

- Courteous and friendly service.
- To recruit, train, supervise and direct its employees in additions to having a number of employees to match the work requirements.
- Every employee will be clean and well-groomed and be professional and friendly to the public.
- All employees must pass a background screening.

Inspection/Pricing:

The Proposer shall charge reasonable prices for all services and products. The City reserves the right, but shall not have the obligation, to inspect equipment to make sure assure its safety to the public as well as the prices to make sure they are fair and reasonable.

There will be no sale or dispensing of alcoholic beverages, tobacco products, or any other item that is not in consonance with general community standards.

Proposal Requirements:

Any and all offers must include the following:

- **Operating Plan:** Proposals must include a staffing and operational plan to address the items listed in Section 3 Scope of work. This operational plan must also address procedures and methods that will ensure outstanding customer service to the customer of the concession at Riverwalk Park. (See Tab B in Section 7 – Proposal Submittal & Requirements)
- **Financial Plan:** Proposals must include a two (2) year financial plan consisting of, but not limited to proforma (forecasted) income statement, balance sheet and statement of cash flows. Please note that selected proposers with highest evaluation score will be asked to provide proof of financial solvency, which may include providing copies of financial statements, tax records, sworn statements, and/or any other relevant documents (See Tab D in Section 7 – Proposal Submittal & Requirements)
- **Marketing Plan:** Proposals must include a marketing plan indicating services to be provided, pricing of services, target markets, proposed marketing budget, advertising campaign, promotions to be offered or any marketing related activities. (See Tab C in Section 7 – Proposal Submittal & Requirements)
- **License Fee Proposal:** State the proposed license fee to be paid to the City monthly as a set amount. The monthly license fee will be negotiated between the City and the successful proposer in the final license agreement. Proposers who offer higher base license fee will receive additional consideration in the evaluation criteria addressing license Cost, and Proposers offering lower base license fee will receive less consideration. (See Tab E in Section 7 – Proposal Submittal & Requirements)

Background Checks:

The Successful Proposer shall provide, at their expense, a 2-year Florida Department of Law Enforcement (FDLE) Level 1 background check for any and all employees of the successful respondent involved in the performance of this contract on the City of Port Orange property within ten (10) business days following contract execution and, in the event of employee changes, throughout the term of the contract. Documentation must be submitted to the Parks and Recreation Director upon request.

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.

16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.

33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. **ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. **ADDITIONAL GOODS**

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tender's final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not relitigate Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded or Purchase Order Issued to the lowest responsible responsive Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid Opportunities page www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified

under the insurance requirements of this solicitation, and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time

vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

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

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.

- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non-response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is

obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short-listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

37. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

38. **E-VERIFY**

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

39. **FACILITIES**

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

40. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

41. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

42. **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.

43. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

44. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

45. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

46. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

47. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

48. **INDEMNIFICATION/HOLD HARMLESS**

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

49. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

50. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

51. **INSURANCE**

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

52. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

53. **INSURANCE REQUIREMENTS**

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

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

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

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

54. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

55. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

56. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

57. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers,

employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

58. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

59. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

60. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

- (a) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:
 - (1) Port Orange business shall be granted up to eight percent (8%) of the available points.
 - (2) Volusia County business shall be granted up to five percent (5%) of the available points.
 - (3) Florida business shall be granted up to three percent (3%) of the available points.
 - (4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

61. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

62. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

63. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

64. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

65. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

66. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

67. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

68. **OTHER AGENCIES**

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

69. **PATENTS/COPYRIGHTS**

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

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

The Purchasing Manager shall determine if the pre-bid or pre-proposal conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally Non-Mandatory. If it is Mandatory only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

71. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten, written in ink, or inputted electronically in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items,

Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

72. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

73. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

74. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

75. **PROPRIETARY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents

for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

76. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

77. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

78. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

79. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal

for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

80. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

81. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

82. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

83. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

84. **RECYCLED MATERIALS**

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

85. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

86. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

87. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

88. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

89. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

90. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**
- All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.
91. **RULES, REGULATIONS AND LICENSING REQUIREMENT**
- The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.
92. **SAMPLES**
- Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.
93. **SEPARATION AND DISTRIBUTION**
- The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.
94. **SEVERABILITY**
- If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
95. **SIGNATURE REQUIRED**
- All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.
96. **SIGNED RESPONSE CONSIDERED AN OFFER**
- The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.
97. **SILENCE OF SPECIFICATIONS**
- The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best

commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

98. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Battaglia Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

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

99. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

100. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

101. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

102. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

103. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

104. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

105. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

106. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to the City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

107. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

108. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted, shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

109. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

110. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.

- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

111. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

112. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

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SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Proposals offered in this RFP must remain firm for a period of ninety (90) days from the RFP opening date.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be for two (2) years and may, by agreement between the City of Port Orange and the vendor, be renewed for two (2) two (2) year periods subject to City Manager approval. The City reserves the right to extend any contract after the last day of the current contract expiration date for a period no more than 6 months.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this RFP, the Vendors must have the ability to prove in their submission that they meet all qualifications and working experience with the services as described in this RFP.

ESCALATION / DE-ESCALATION

Bid prices shall remain firm for a period of one-year (1) year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit. All written request for a price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager at least 30 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Manager. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

[Remainder of this page left intentionally blank]

SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a proposal shall constitute the Vendor's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this proposal.

The sections of the submitted Proposals that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points are addressed in "Section 8 – Evaluation of Proposals."

In conjunction with other material and information requested in the RFP, all Vendors responding to this solicitation shall provide one (1) original, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS:

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST:

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFP number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity. The Statement of Interest should also include the name and contact information of a customer contract manager who will serve as the main point of contact for all issues related to the services performed under the scope of this RFP.

TAB A – COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY:

- Legal name and principal office address.
- Telephone number and e-mail address.
- State of incorporation of the entity.
- List of names and addresses of the primary owners/board members.
- Name of agent who is authorized to negotiate with the City of Port Orange.
- List of Concession stands currently or previously actively managed by the Proposer (the firm) and their locations.
- Provide a summary of the qualifications and experience of the entity (i.e., the firm) responsible for the management of the Concessionaire Services, especially with regard to prior experience with operation of projects similar in scale and character to these services, Include years and type of experience relevant to the Scope of Services.

TAB B – BUSINESS OPERATIONAL CONCEPTS:

- A clear statement of the Proposer's Vision for the Concessionaire Services operation and how the Proposer will appeal to the public, including any proposed improvements to the Concession area.
- Proposers must clearly state their understanding of the City's intent to operate the concession stand in such a manner as to recognize the need to balance that expectation with the desire to operate the Concessionaire strictly on a for-profit basis. It is also very important that each proposer ensure full accountability of all public assets and policies.
- The Proposer's intended approach toward achieving and measuring customer satisfaction.
- The nature and extent to which the Proposer intends to maximize public use of the premises and the facilities.
- Address proposed hours and days of operation on both weekdays and weekends and types of concession items being offered.
- Proposals must include a staffing and operational plan to address the items listed in Section 3 Scope of work. This operational plan must also address procedures and methods that will ensure outstanding customer service to the customer of the concession at Riverwalk Park.

TAB C – MARKETING PLAN:

- Provide a marketing plan indicating services to be provided, target markets, proposed marketing budget, advertising campaign, promotions to be offered or any other marketing related activities.
- Provide projections and outlook for operating and growing the business.
- Proposers should submit copies of policies and procedures, organizational charts, job descriptions, etc. that they use in their everyday effort to improve the businesses they are responsible for managing. The Proposer hereby acknowledges that these attachments and statements are an integral part of the proposal and as such are truthful and complete. Furthermore, Proposer affirms its liability to the City in carrying out its proposed operational concepts, financial commitments and plans should it be the successful Proposer.
- Provide sample menu/game rental with proposed prices.

TAB D – FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY:

- All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.
- Proposals must include two (2) year financial plan consisting of, but not limited to proforma (forecasted) income statement, balance sheet and statement of cash flows.
- It is essential that the Vendor clearly demonstrates the financial ability to reliably deliver services. This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.
This shall include any class actions within your company where named, industry investigations by the Attorney General, in addition to individual cases.
- This shall include any debarment actions against your company by the City or other public entity.
- Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.
- A copy of the most recent external peer review report and any letter of comment.

TAB E – LICENCE FEE:

- **License Fee Proposal:** Use the attached license fee Proposal (Microsoft Excel spreadsheet) to submit formal unit cost data in your proposal under Tab E. Only the License Proposal form provided by the City of Port Orange in this solicitation will be accepted.
- State the proposed license fee to be paid to the City monthly as a set amount. The fee will be negotiated between the City and the Tenant in the final license agreement.
- Proposers who offer higher base license fee will receive additional consideration in the evaluation criteria addressing License proposal, and Proposers offering a lower license fee will receive less consideration.

TAB F – REFERENCES:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal or a reduction in evaluation points. Required forms include:

- Provide a minimum of three (3) and a maximum of five (5) Client References (**DO NOT INCLUDE THE CITY OF PORT ORANGE AS REFERENCES**) within the last five (5) years for the services described in this RFSQ. Include the name and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided.

***The information provided under this tab, must be current and the City must be able to contact references for verification as part of the evaluation process.**

- All reference contact information MUST be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.
- Below is a sample of the verification questions that may be used:

1. Did they meet the terms of the contract?
2. Was the project completed on time and within budget?
3. Did they respond in a timely manner to calls, requests, etc.?
4. Did they provide adequate staff to take care of the needs of your company/agency?
5. How was your experience in working with this Vendor?
6. Overall, would you recommend this Vendor?

TAB G– REQUIRED FORMS:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal or a reduction in evaluation points. Required forms include:

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Vendor Acknowledgement Form
- Form 9.3 Addendum and Change Order Procedure Acknowledgement Form
- Form 9.4 Drug-Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Affidavit of Anti-Collusion Form
- Form 9.7 Local Business Affidavit of Eligibility
- Attachment1- License /Fee proposal (inserted under Tab E of submitted proposal)

SECTION 8 – EVALUATION OF PROPOSALS

EVALUATION CRITERIA:

Firms submitting the required criteria will have their proposals evaluated and scored for quality of response, qualifications and experience and cost. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

<u>EVALUATION CRITERIA FOR WRITTEN PROPOSALS</u>	<u>CATEGORY SCORE</u>
<i>COMPANY HISTORY, QUALITIFICATIONS, ABILITY AND CAPACITY:.....</i>	<i>(10 points)</i>
<i>CONCESSIONAIR EXPERIENCE AND & QUALIFICATIONS:</i>	<i>(20 points)</i>
<i>BUSINESS PLAN, OPERATIONAL AND MARKETING CONCEPTS:.....</i>	<i>(25 points)</i>
<i>LICENCES, FINANCIAL HISTORY AND REFERENCES:</i>	<i>(15 points)</i>
<i>LICENCE FEES PROPOSAL:</i>	<i>(30 points)</i>
<i>Total Maximum Points</i>	<i>(100 points)</i>

BONUS POINTS: Local Preference per Ordinance Sec. 2-275

- *Port Orange Business eight percent of available points (8 points)*
- *Volusia County Business five percent of available points (5 points)*
- *Florida Business three percent of available points (3 points)*

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

RFP EVALUATION SCHEDULE:

Refer to the Timeline in Section 2 of the RFP document regarding proposed evaluation date(s) and time(s).
The City reserves the right to alter dates as needed.

EVALUATION PROCEDURE:

The Evaluation Committee is comprised of City staff and may include City Council Member who will evaluate and rank proposals based on a weighted score point formula. All interested professionals are hereby cautioned not to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Vendors responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):

The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the Vendors. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Vendors will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the presentations.

The City will allot equal time for each Vendor divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Vendor will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:

After oral presentations are completed, the Evaluation Committee will score the presentations for qualifications, experience, engagement approach, and schedule to determine a final ranking of the short-listed Vendors considered to be most capable of performing the required project in the best interest of the City. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

<u>EVALUATION CRITERIA FOR ORAL PROPOSALS</u>	<u>CATEGORY SCORE</u>
<i>COMPANY HISTORY, QUALIFICATIONS, ABILITY AND CAPACITY:.....</i>	<i>(10 points)</i>
<i>CONCESSIONAIRS EXPERIENCE AND & QUALIFICATIONS:</i>	<i>(20 points)</i>
<i>BUSINESS PLAN, OPERATIONAL AND MARKETING CONCEPTS:</i>	<i>(25 points)</i>
<i>LICENCES, FINANCIAL HISTORY AND REFERENCES:.....</i>	<i>(15 points)</i>
<i>LICENCE FEES PROPOSAL:</i>	<i>(30 points)</i>
<i>Total Maximum Points</i>	<i>(100 points)</i>

BONUS POINTS: Local Preference per Ordinance Sec. 2-275

- *Port Orange Business eight percent of available points (8 points)*
- *Volusia County Business five percent of available points (5 points)*
- *Florida Business three percent of available points (3 points)*

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The intent to award will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- _____ Form 9.2 – Vendor’s Acknowledgement Form
- _____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- _____ Form 9.4 – Drug-Free Preference Statement
- _____ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- _____ Form 9.6 – Affidavit of Anti-Collusion Form
- _____ Form 9.7 – Local Business Affidavit of Eligibility
- _____ Attachment 1 – Lease/Fee Proposal (Inserted under Tab E of submitted Proposal)
- _____ Capital Improvement Plan (Optional)
- _____ Submission of one (1) original marked “ORIGINAL”, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: _____
Vendor

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Plisencecheck one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of _____
(NAME) (TITLE)
_____, and who:
(NAME OF ORGANIZATION)

[Notary: *Please select one*]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of
(NAME) (TITLE)

(NAME OF ORGANIZATION) and who:

[Notary: *Please select one*]

☐ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

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

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Plicenceselect one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

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

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Plisceattach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

- The information contained herein may be subject to verification.

A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

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

(Form 9.7 Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS _____ DAY OF _____, 20__

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal



"ATTACHMENT 1" LICENSE FEE PROPOSAL (TO BE INSERTED UNDER TAB E)
PROPOSAL FORM

CITY OF PORT ORANGE
CONCESSIONAIRE SERVICE

RFP# 18-11

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

Instruction to save Attachment from Demandstar website:

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

Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

ITEM	QTY EACH	DESCRIPTION	MONTHLY PRICE
1	1	License fee. LESSEE shall pay monthly to LESSOR on the 1 st day of each month during the Term and any Renewal Term, Base Rent in the amount of	\$ -
TOTAL PROPOSAL			\$ -

This document must be completed and returned with your Submittal

CAPITAL IMPROVEMENT PLAN (OPTIONAL)

It will be the responsibility of the Proposer to determine what capital projects are needed to improve the overall operation and maintenance of the concession stand. The successful Proposer will be expected to ensure that the minimum amount for capital projects is adequately funded within the annual operating and capital budget approved by the City each year. Proposals should also include a description of the projects they believe will be necessary to maintain the long-term viability of the concession stand. All costs associated with the improvements will be the vendors responsibility.

The undersigned agrees that the annual dollar amount of Capital Improvements shall not be less than:

Year 1 \$ _____

Year 2 \$ _____

Year 3 \$ _____

Year 4 \$ _____

Year 5 \$ _____

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

Company Name: _____

Contact Person / Title: _____

Mailing Address: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

Signature: _____ Submitted on: _____, 20__.



1000 CITY CENTER CR.
PORT ORANGE, FL 32129
F.L. 32129

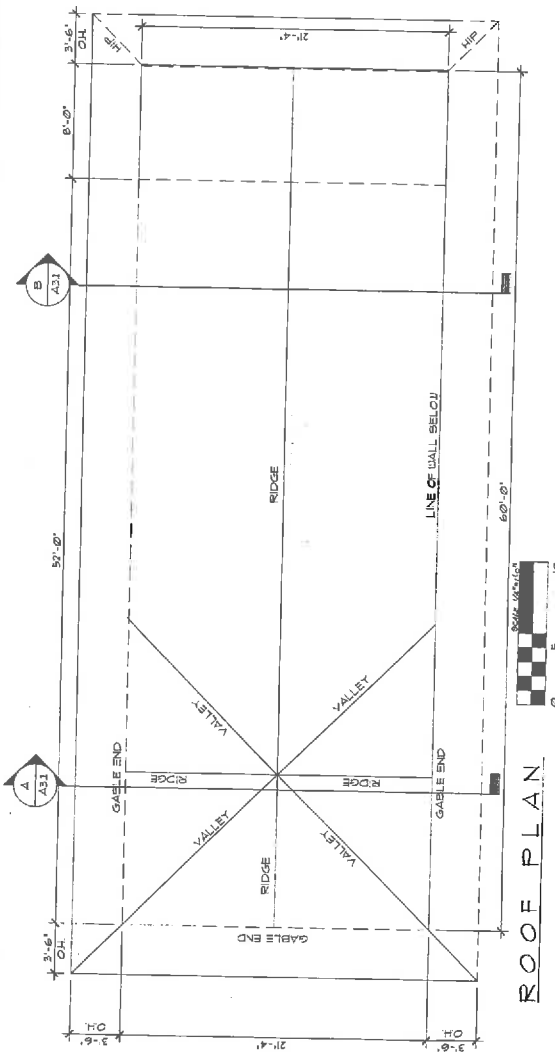
DMC
ENGINEERS & SCIENTISTS
6443 S. Clyde Morris Blvd.
Unit 302
Port Orange, FL 32129
Phone: (386) 304-6505
Fax: (386) 304-6506
www.dmc3.com

CONSULTANT
S.C.A.
350 CONCRETE ARCHITECT, INC.
P.O. BOX 828
NEW SMYRNA BEACH, FLORIDA
34943-0828
PHONE: 386-448-0088

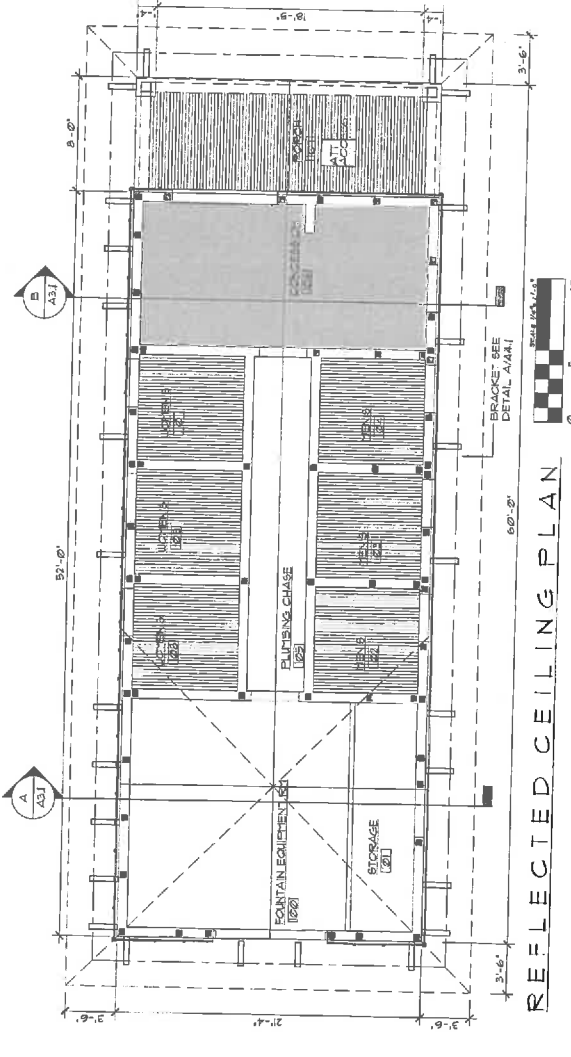
CLIENT:
CITY OF PORT ORANGE
PROJECT NAME:
**RIVERWALK PARK
PHASE 1B**

DATE: 02-18-13	CHECKED:	DATE: 02-18-13	CHECKED:
DRAWN:	CHECKED:	DRAWN:	CHECKED:
DMC JOB NO.		DMC JOB NO.	
SHEET NO.		SHEET NO.	
AS.1		AS.1	

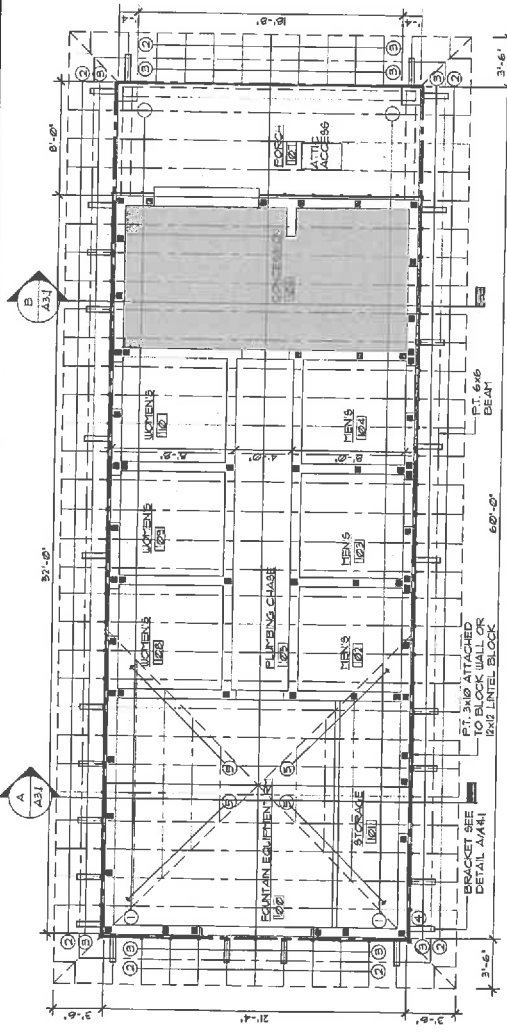
ROOF NOTES:
1. ALL EXPOSED WOOD IS TO BE PRESSURE TREATED
NO. 1 GRADE SYP.
2. ROOF SEATING NAIL PATTERN:
EDGES: 16d # 8 O/C
FIELD: 16d # 8" O/C
3. ROOF SLOPE TYPICAL AT 9/12



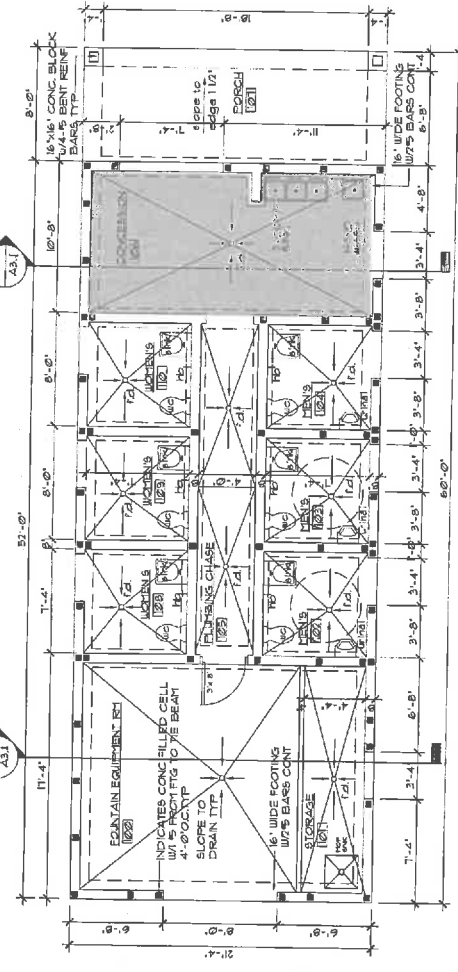
ROOF PLAN



REFLECTED CEILING PLAN



ROOF FRAMING PLAN



FOUNDATION PLAN

CONNECTION SCHEDULE

NO.	MODEL	DESCRIPTION	REMARKS
1	HEAT 12	13/16" UPFLT	TRUSS TO CONC. BLOCK
2	3-SDUS 15 450	PT 3/8" TO PT 6/16" BEAM	BY SIMPSON
3	3-SDUS 15 450	PT 6/16" BEAM TO BRACKET	BY SIMPSON
4	3-SDUS 15 450	PT 3/8" Rafter to PT 3/8" -BY SIMPSON	
5	3-SDUS 15 450	PT 3/8" Rafter to WALL - BY RAIL 304 95 TAPER	
6	3-SDUS 15 450	BRACKET TO WALL - BY RAIL 304 95 TAPER	
7	3-SDUS 15 450	1/2" LBS. 3 MIN PER TRUSS	

- NOTE:
1. ALL CONNECTIONS TO BE STAINLESS STEEL.
 2. PROVIDE TRUSS BRACING (MODEL NO. T583-24) FOR MID SPAN FROM RIDGE TO WALL ON
 3. MODEL NUMBERS USED ARE FROM SIMPSON STRONG TIE CONNECTIONS.
 4. PT 6/16" OVERLAP AT CORNERS TO BE CONNECTED W/ 1/4" 65 TREADED ROD TYP.

APPLICABLE CODES:

2019 Florida Building Code-Building, FBC 609 Florida Building Code-Accessibility
 2019 Florida Building Code-Engineering, FBC 609 Florida Building Code-Structural
 2019 Florida Building Code-Mechanical, FBC 609 Florida Building Code-Plumbing
 2019 Florida Building Code-Power, FBC 609 Florida Building Code-Safety
 Florida Fire Prevention Code (5th Edition)
 2019 National Electrical Code, NEC
 2019 International Building Code (IBC)
 2019 International Fire Code (IFC)
 2019 International Mechanical Code (IMC)
 2019 International Plumbing Code (IPC)
 2019 International Solid Fuel Burning Appliance Code (ISFBC)
 2019 International Swimming Pool and Spa Code (ISPS)

NOTE: THESE PLANS HAVE BEEN DESIGNED TO MEET STANDARDS SET BY THE FLORIDA BUILDING CODE, 2019 EDITION CHAPTERS 16, 17 FOR ALL ROOFS, COMPONENTS AND EXTERIOR ENCLOSURE STATUS. HEIGHT AND EXPOSURE COEFFICIENT (1609.4) PARTIAL ENCL. PARTIALLY ENCLOSED

WIND LOAD REQUIREMENTS (CHAPTER 16):
 WIND SPEED (1609.4, FBC)
 WIND EXPOSURE CATEGORY (1609.4.3)
 WIND EXPOSURE COEFFICIENT (1609.4.4)
 WIND EXPOSURE STATUS
 WIND Borne Debris Zone

CONNECTION SCHEDULE: PHASE 1B - SPLASH PARK RESTROOM DOOR LOUVERS

NO.	MODEL	DESCRIPTION	REMARKS
1	HEAT 12	13/16" UPFLT	TRUSS TO CONC. BLOCK
2	3-SDUS 15 450	PT 3/8" TO PT 6/16" BEAM	BY SIMPSON
3	3-SDUS 15 450	PT 6/16" BEAM TO BRACKET	BY SIMPSON
4	3-SDUS 15 450	PT 3/8" Rafter to PT 3/8" -BY SIMPSON	
5	3-SDUS 15 450	PT 3/8" Rafter to WALL - BY RAIL 304 95 TAPER	
6	3-SDUS 15 450	BRACKET TO WALL - BY RAIL 304 95 TAPER	
7	3-SDUS 15 450	1/2" LBS. 3 MIN PER TRUSS	

- NOTE:
1. ALL CONNECTIONS TO BE STAINLESS STEEL.
 2. PROVIDE TRUSS BRACING (MODEL NO. T583-24) FOR MID SPAN FROM RIDGE TO WALL ON
 3. MODEL NUMBERS USED ARE FROM SIMPSON STRONG TIE CONNECTIONS.
 4. PT 6/16" OVERLAP AT CORNERS TO BE CONNECTED W/ 1/4" 65 TREADED ROD TYP.

APPLICABLE CODES:
 2019 Florida Building Code-Building, FBC 609 Florida Building Code-Accessibility
 2019 Florida Building Code-Engineering, FBC 609 Florida Building Code-Structural
 2019 Florida Building Code-Mechanical, FBC 609 Florida Building Code-Plumbing
 2019 Florida Building Code-Power, FBC 609 Florida Building Code-Safety
 Florida Fire Prevention Code (5th Edition)
 2019 National Electrical Code, NEC
 2019 International Building Code (IBC)
 2019 International Fire Code (IFC)
 2019 International Mechanical Code (IMC)
 2019 International Plumbing Code (IPC)
 2019 International Solid Fuel Burning Appliance Code (ISFBC)
 2019 International Swimming Pool and Spa Code (ISPS)

NOTE: THESE PLANS HAVE BEEN DESIGNED TO MEET STANDARDS SET BY THE FLORIDA BUILDING CODE, 2019 EDITION CHAPTERS 16, 17 FOR ALL ROOFS, COMPONENTS AND EXTERIOR ENCLOSURE STATUS. HEIGHT AND EXPOSURE COEFFICIENT (1609.4) PARTIAL ENCL. PARTIALLY ENCLOSED

WIND LOAD REQUIREMENTS (CHAPTER 16):
 WIND SPEED (1609.4, FBC)
 WIND EXPOSURE CATEGORY (1609.4.3)
 WIND EXPOSURE COEFFICIENT (1609.4.4)
 WIND EXPOSURE STATUS
 WIND Borne Debris Zone

CITY OF PORT ORANGE

RIVERWALK PARK

PHASE 1B

PROJECT NAME:

CLIENT:

DATE: 02-19-15

SHEET NO.: A6.1

ENGINEERS • SCIENTISTS

DMC

4643 S. Clyde Morris Blvd
 Unit 302
 Port Orange, FL 32128
 Phone: (386) 304-6505
 Fax: (386) 304-6506
 www.dmcsc.com



End of Solicitation Documents

Original

Bid Proposal
RFP #18-11
Concessionaire Services

Completed by: Tammy Hoffman, Judy Capell, and Maria Mills-Benat

FORM 9.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Plicencecheck one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

Hoffman & Capell dba PIPC

AUTHORIZED SIGNATURE

Tammy Hoffman President

NAME, TITLE, TYPED

46-3990173

FEDERAL IDENTIFICATION #

STATE OF Florida COUNTY OF Volusia

MAILING ADDRESS

413 Oak Pl. Bldg. 3 Unit H PO. FL.
CITY, STATE & ZIP CODE 32127

386-872-8582

TELEPHONE NUMBER / FAX NUMBER

Thoffman@Kona-Ice.com

E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of 28th may, 2018 by Tammy Hoffman, who is personally known to me or who has produced an identification and who did take an oath.

My Commission Expires:

[Signature]
Notary Public

This document must be signed and returned with your Submittal
 **RONALD STEGER**
MY COMMISSION # FF 241442
EXPIRES: July 2, 2019
Bonded Thru Budget Notary Services

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

Hoffman & Capell LLC

Name of Business

By: Tammy Hoffman

Printed Name: Tammy Hoffman

Title: President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 28 day of May, 2018 by
Tammy Hoffman (NAME), as President (TITLE) of
Hoffman & Capell LLC (NAME OF ORGANIZATION) and who:

[Notary: Plicenceselect one]

☒ is personally known to me; or

☐ has produced P.O.C. as identification.



RONALD S. STEGER
MY COMMISSION # FF 241442
EXPIRES: July 2, 2019
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 - DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Hoffman & Capell, LLC.

Name of Business

By: Tammy Hoffman

Printed Name: Tammy Hoffman

Title: President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 28th day of May, 2018, by
Tammy Hoffman as President of
Hoffman & Capell
(NAME) (TITLE) (NAME OF ORGANIZATION)

(Notary: Please select one)

☒ is personally known to me; or

☐ has produced Proof as identification.



RONALD S. STEGER
MY COMMISSION # PF 241442
EXPIRES: July 1, 2019
Bonded Third Budget Notary Services

Ronald S. Steger
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Hoffman & Caprell LLC

Name of Business

By: Tammy Hoffman

Printed Name: Tammy Hoffman

Title: President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 38 day of May, 2012 by
Tammy Hoffman, as President
Hoffman & Caprell and who: _____

[Notary: Plicenceselect one]

☒ Is personally known to me; or

☐ has produced PROD as identification.



RONALD S. STEGER
MY COMMISSION # FF 241442
EXPIRES: July 2, 2019
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.5 - SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or Information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. 3/8 There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Hoffman & Caprell LLC
Name of Business

By: Tammy Hoffman
Printed Name: Tammy Hoffman
Title: President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 38 day of May, 2012, by
Tammy Hoffman as President
Hoffman & Caprell and who:

[Notary: Plicenceselect one]

☒ is personally known to me; or

☐ has produced None as Identification.



RONALD S. STEGER
MY COMMISSION # FF 241442
EXPIRES: July 2, 2019
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

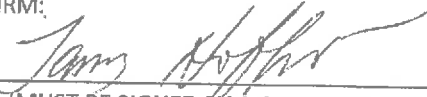
By signing this form, the Vendor agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM:

SIGNED BY:



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

PRINTED SIGNATURE: Tammy Hoffman

TITLE: President

ADDRESS: 430 Oak Pl. Bldg. 3 Unit H Port Orange, FL 32127

CITY: Port Orange STATE: FL. ZIP CODE: 32127

TELEPHONE: 386-872-8582

FAX: —

COMPLETION TIME: May 28, 2018

F.E.I.N. NUMBER: 46-3900173

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: Hoffman & Correll LLC
CONTACT PERSON/TITLE: Tammy Hoffman
MAILING ADDRESS: 413 Oak Pl. Bldg. 3 Unit H P.O. FL 32127
CITY-STATE-ZIP: Port Orange FL 32127
Length of Time at Address Provided: 4 1/2 years

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☒ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): 46-3990173

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

PHONE NUMBER: 386-872-8582 FAX: _____

EMAIL: THoffman@Kona-Ice.com

****Plcieceattach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

- The information contained herein may be subject to verification.

A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

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

(Form 9.7 Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME



SIGNATURE OF NOTARY PUBLIC

THIS 24 DAY OF May, 2018

My Commission Expires: July 2, 2019

 5/24/18
SIGNATURE OF AFFIANT DATE

Tammy Hoffman / President
PRINTED NAME OF AFFIANT / TITLE

Hoffman & Capell, LLC
COMPANY

NOTARY SEAL



RONALD S. STEGER
MY COMMISSION # FF 241442
EXPIRES: July 2, 2019
Bonded Thru Budget Notary Services

This document must be completed and returned with your Submittal



"ATTACHMENT 1" LICENSE FEE PROPOSAL (TO BE INSERTED UNDER TAB E)
PROPOSAL FORM

CITY OF PORT ORANGE
CONCESSIONAIRE SERVICE

RFP# 18-11

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

Instruction to save Attachment from Demandstar website:

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

Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS: Hoffman & Capell, LLC
CONTACT PERSON: Tammy Hoffman
EMAIL ADDRESS: thoffman@hcapell.com
AUTHORIZED SIGNATURE: 

ITEM	QTY EACH	DESCRIPTION	MONTHLY PRICE
1	1	License for LUSSEZ shall pay monthly to LUSSEZ as the 1-day of each month during the Term and any Renewal Term. Base Fee is the amount of:	\$150/month
TOTAL PROPOSAL			\$150/month

Financial Plan

Due to the various products and services that we would be offering our customers, we are confident that there will always be a demand for our food, drink, and picnic products. Our location at Riverwalk Park in Port Orange is very strategic, and we are well positioned to infiltrate and gain a huge share of the target market, thereby meeting our goal of generating adequate revenue, making a considerable profit, and making sizable monthly payments (20% of gross sales) to the City of Port Orange within the first year and growing our business throughout the second year.

Below are the sales projection for Picnic in the Park Concessions based on several factors and assumptions;

- **2018-2019:** \$22,000
- **2019-2020:** \$27,000

It should be noted that the above sales projections are based on comparable businesses in the industry and area at the time. Several assumptions that were used to forecast the above sales projections were the non-arrival of any major competitor during the defined period, as well as a stable economy. However, should any of these factors change, it would affect the sales projected figures and might cause an increase or decrease in total sales.

Projected Sales	2018-2019	2019-2020
Hot Dogs	\$3,200	\$4,400
Nachos	\$2,500	\$3,000
Pretzels	\$2,000	\$2,500
Sandwiches	\$3,500	\$4,000
Salads	\$1,000	\$1,200
Kona Ice	\$3,500	\$4,500
Pickles	\$800	\$1,000
Candy	\$800	\$900
Snacks	\$800	\$900
Drinks	\$1,400	\$1,600
Picnic Games	\$2,500	\$3,000

TOTAL SALES	\$22,000	\$27,000
----------------	----------	----------

Financial Statement

Within the past five years, we have had no litigation or proceedings filed against us. We have also had no debarment actions and no terminated or defaulted contracts. Being transparent and honest, we will inform the City of Port Orange of if any claims are filed against us in within the timeline of our 2-year contract.



PO Box 290610
Port Orange, FL 32127 Phone:
386-506-5935
Fax: 386-322-5148
E-mail: info@familydays.com
Web: www.familydays.com

Officers

President, Jenny Fike
Vice President, Kim Ball
Treasurer, Terry Fedea
Secretary, Amy Hall

Board of Directors

Mike Armimo
Tom Bennett
Anita Burnette
Keliv Clapsaddle
Marcy Downey
Kelly Gasowski
Katrina Guevara
Robin Henning
John Janco
Dawn LeBeau
Betsy Lindley
Billy Lingo
Samira Mirzai
Kenneth Parker
Anthony Pinion
Mike Randow
Legal Counsel,
Barbara Reid
Executive Director,
Jennifer Marano



**HALIFAX
HEALTH**



If there's any delay, it's you we pay!



May 24, 2018

To Whom It May Concern,

I would like to take this opportunity to recommend Kona Ice for any opportunities that may arise in the City of Port Orange.

We have been working with Tammy and Judy for quite a few years, and have had nothing but positive experiences with them both professionally and personally.

They are prompt, courteous and professional. Kona Ice has been a great addition to our events and to our nonprofit. They provide a quality product to our clients, while giving back to the community at the same time.

Our business relationship continues to grow, as they have now taken on an even more important role as a sponsor with us.

Any venture with Kona Ice is sure to be a positive and successful one.

Please feel free to reach out with any questions or concerns you may have.

Kind Regards,

Jennifer Marano
Executive Director

Port Orange Family Days Community Trust, Inc. is a 501(c)(3) non-profit organization. All contributions are tax-deductible to the full extent allowed by law check with your Tax Advisor. A copy of the official registration (#CH15735) and financial information may be obtained from the division of consumer services by calling toll-free within the state, 1-800-HELP-FLA (1-800-435-7352). Registration does not imply endorsement, approval or recommendation by the State. Port Orange Family Days Community Trust, Inc. does not employ any professional solicitors and retains 100% of every contribution.

Port Orange Soccer Club
1648 Taylor Road #456
Port Orange, FL 32128
5/26/2018

To Whom It May Concern:

I had the pleasure of working with Maria Mills-Benat for two years at the Port Orange Soccer Club concession stand at Southwinds Soccer Fields in Port Orange.

During this time, Maria worked diligently in making sure the concession stand was run efficiently. She not only worked with local restaurants regarding donations, but she also coordinated with other volunteers to help with the concession stand. Maria was always very personable and has a clear and concise communication style. Under Maria the concession stand was always clean and organized.

I can whole-heartedly recommend Maria to run the concession stand at Riverwalk Park. If you have any questions, please contact me at 386-451-5137.

Sincerely,

Chantel Roy

Treasurer
Port Orange Soccer Club



It is my pleasure to offer a reference for Maria Mills-Benat. I have known Maria for more than ten years. She is very active in the community and serves on several City Boards, including the Parks & Recreation Board and the Planning Commission.. She and I worked together on the Port Orange Family Days Board for several years.

Maria has catered many events over the years for Chamber of Commerce members. She always does an excellent job! She is a reliable business person who put 100% into everything she does. In my opinion she would serve the City well in the capacity of running a concession for the park.

If I can answer any questions or provide further information, please do not hesitate to call me. My cell phone number is (386) 212-8388.

Debbie Connors

President

Port Orange South Daytona Chamber of Commerce

3431 S. Ridgewood Avenue, Port Orange FL 32129

386.761.1601

FAX 386.788.9165



EXAM FORM NO. 5019

CERTIFICATE NO. 12220145

ServSafe® CERTIFICATION

TO
MARIA MILLS BENAT

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)—Conference for Food Protection (CFP).

04/08/2015
DATE OF EXAMINATION

04/08/2020
DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

Maria Mills Benat
Signature

545 National Restaurant Association

In accordance with Maritime Labour Convention 2006, the following information is required: **22** ServSafe®
©2015 National Restaurant Association. All rights reserved. ServSafe® and the ServSafe logo are trademarks of the NRAEF. National Restaurant Association® and the arc design are trademarks of the International Brotherhood of Teamsters. All other trademarks are the property of their respective owners.

Contact us with questions at 175 W Jackson Blvd, Ste 1500, Chicago, IL 60604 or ServSafe@restaurant.org.

2017/2018

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938



Account # 201402180008

Expires: September 30, 2018

Business Location: 413 OAK PL BLD 3 UNIT L

Business Name: KONA ICE SOUTH VOLUSIA COUNTY

Owner Name: T HOFFMAN & J CAPELL

Mailing Address: 413 OAK PL BLDG 3 UNIT L
PORT ORANGE, FL 32127

BUSINESS TYPE	CODE	COUNT	TAX
Snack Wagon (Mobile)	291D	2	\$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

DATE PAID: 09/21/2017
RECEIPT #: Lockbox-16-00090386
TOTAL TAX: 30.00
PENALTY: 0.00
TOTAL PAID: 30.00



Business Name: KONA ICE SOUTH VOLUSIA COUNTY
Owner Name: T HOFFMAN & J CAPELL
Mailing Address: 413 OAK PL BLDG 3 UNIT L
PORT ORANGE, FL 32127



Account # 201402180008 Expires: September 30, 2018
Business Location: 413 OAK PL BLD 3 UNIT L

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSALS

RFP #18-11

CONCESSIONAIRE SERVICES



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Date: May 8, 2018

**Proposal Due Date and Time:
May 29, 2018 at 2:30 P.M.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Vendors

RFP #18-11 CONCESSIONAIRE SERVICES

Notice is hereby given that the City of Port Orange is soliciting proposals for CONCESSIONAIRE SERVICES. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on May 29, 2018** which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Vendor unopened. All proposals will be evaluated to ensure they contain all required forms in order to deem the Vendor responsive or non-responsive. Proposals will be opened and read aloud at 2:30 P.M. in the council chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange Florida 32129.

There will be a Non-Mandatory Pre-Proposal Conference for the project at **10:00 A.M. (local time) on May 15, 2018** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Proposal Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly

DESCRIPTION: *CONCESSIONAIRE SERVICES at Riverwalk Park, 3441 South Ridgewood Avenue, Port Orange, Florida 32127, as described herein.*

All Requests for Proposals are solicited and will be evaluated on the criteria outlined in the RFP. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Proposals received in accordance with the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, and the Policies and Procedures as set forth in the City's Purchasing Manual. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/bids.aspx and Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the to the Purchasing Agent, David Battaglia, dbattaglia@port-orange.org or purchdiv@port-orange.org and reference **"Questions on RFP #18-11 CONCESSIONAIRE SERVICES" in the subject line.** Last day for questions will be **May 22, 2018 at 5:00 P.M.**

All Vendors are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug-Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

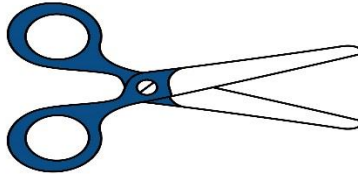
NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida.

No proposals received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all proposals, to waive any and all non-substantial irregularity in Proposals received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, addressed to the Purchasing Division, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFP 17-41 CONCESSIONAIRE SERVICES"**.

David Battaglia, Purchasing Agent
Legal Ad - One Time – **May 8, 2018**

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal where requested.



SEALED PROPOSAL • DO NOT OPEN	
SEALED PROPOSAL NO.	<u>RFP #18-11</u>
PROPOSAL TITLE:	<u>CONCESSIONAIRE SERVICES</u>
DUE DATE/TIME:	<u>May 29, 2018 at 2:30 P.M.</u>
SUBMITTED BY:	<u></u>
	(Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Battaglia Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	<u></u>
	(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Proposals (RFP) is to solicit competitive sealed proposals from Firms or Companies (Vendors) for the provision of Concessionaire Services at Riverwalk Park, 3441 South Ridgewood Avenue, Port Orange, Florida 32127, as described herein.

It is the intent and purpose of the City of Port Orange (City) that this Request for Proposal promotes competitive selection. It shall be the Vendor's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO VENDORS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed proposals, including one original copy, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: May 8, 2018
Non-Mandatory Pre-Proposal Conference May 15, 2018 at 10:00 A.M.
Deadline for Questions: May 22, 2018 by 5:00 P.M.
Final Addendum Posting: May 23, 2018 by 5:00 P.M.
Proposals Due: May 29, 2018 by 2:30 P.M.
Evaluation Committee Meeting To Be Determined
Shortlisted Firms Presentations/Discussions (if required) To Be Determined
City Council Meeting for Approval of Recommendation of Award To Be Determined

Proposals must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: David Battaglia, Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Proposals must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Proposals shall be sealed and Vendors must indicate on the outside of their proposal the following:

- a) Request for Proposal (RFP) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

All proposals will be opened publicly and the names of all Vendors shall be read aloud. All conferences and meetings regarding this RFP are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all proposals or parts of proposals, if it is in the best interest of the City.

NON-MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT:

There will be a Non-Mandatory Pre-Proposal Conference and Site Visit for the project on the date and time referenced in the Timeline above at City Hall, Choose an item., 1000 City Center Circle, Port Orange, Florida 32129. All prospective Vendors are strongly encouraged to attend because the Pre-Proposal Conference will offer potential Vendors the opportunity to ask questions and discuss the project directly with staff.

QUESTIONS REGARDING THIS RFP:

All questions shall reference "Questions on RFP #18-11 Concessionaire Services" in the subject line. All questions concerning this RFP shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Battaglia
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dbattaglia@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR PROPOSALS:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a proposal.

Written responses, in the form of an addendum, will be provided via the City website www.port-orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

The City of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the RFP submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as "Active".

Vendors must be properly registered and licensed to engage in the scope of work pertaining to this RFP, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFP following the requirements in Section 7. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted proposals for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

PRICING SHEETS:

Pricing sheets are to be completed as directed and without modification and returned as part of the RFP submittal prior to the RFP deadline for submission. Failure to fill out the price sheets as directed and without modification may negatively affect the evaluation of your proposal.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the RFP specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

PROPOSAL SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF PROPOSALS:

Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. Vendors shall not be allowed to modify their proposals after the opening time and date.

WITHDRAWAL OF PROPOSALS:

NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the proposal confers no right of withdrawal or modification after the proposal has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn proposal shall not be resubmitted.

OPENING OF PROPOSALS:

Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a proposal not properly addressed and identified.

REJECTION OF PROPOSALS:

The City reserves the right to reject any and/or all proposals when such rejection is in the best interest of the City.

PROPOSALS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF SERVICES

SPECIFICATIONS:

The City of Port Orange is seeking proposals from qualified firms or companies to provide Concessionaire Services at Riverwalk Park, 3441 South Ridgewood Avenue, Port Orange, Florida 32127. The successful proposer will enter into a license agreement for the premises which will be used for purposes consistent with and related to food, non-alcoholic beverage items, and picnic game rentals. The Proposer shall be responsible for all self-contained maintenance at the premises. The Licensee shall be responsible for all operating expenses, including, but not limited to water, sewer, electricity, waste removal, and all other utilities utilized by the Licensee, its employees and/or patrons.

The Proposer shall furnish all necessary labor and equipment for the operations and provide rental preparations as requested by the customers. The Proposer shall also be responsible for the collection of all rental fees, contracts, and records for the rental operation.

The agreement terms contained in this solicitation shall be part of a license agreement to be approved by the City Council. Proposers are advised to fully review all terms and conditions expressed in this solicitation as the contents will govern the operations of the required services.

Objectives:

To serve the general public as a full-service Concessionaire in an attractive setting in compliance with all governmental codes and regulations, subject to inspection and review by the City of Port Orange and to generate revenue for the City through the base license fee component of the license agreement. The City's goal is to have the Concessionaire fully operational for Riverwalk Park by July 1, 2018.

Proposers must provide a sample of services with pricing for services with their Marketing plan. (See Tab C under Section 7 – Proposal Submittal and Requirements.)

License Terms:

The term of the License is two years with the option to renew two (2) times in two (2) year intervals.

License terms will include a monthly base license fee. Licensee will have access to the concession area of the building and designated park areas as well as shared use of the restrooms, (attached as Exhibit 1). The premises is serviced by electric, water, sewer and trash removal. The premises are not serviced by cable, phone and internet.

The Proposer shall provide the City with a security deposit in the form of irrevocable letters of credit, cash deposits, or surety instruments satisfactory to the City upon signing the negotiated license. The amount of the deposit, which will be used to offset any damage to the property or missed license payments, shall be determined upon negotiation of the License Agreement. The Tenant will pay all operating expenses. Electric and water will be included in the license fee.

Concession-Operation:

The Tenant shall be responsible for operations, marketing, advertising, staffing, cleaning, security, cost of utilities, and maintenance within the leased areas, and obtaining all required permits and licenses.

The City will in no way be obligated to subsidize or support the operation of the operation of the Concessionaire. The City will not pledge any revenues, taxes, fees, or other financial resources to pay expenses incurred by the Proposer that enters into the Contract with the City. It will be the complete

responsibility of the successful Proposer to ensure that the outfitter operates in a financially responsible manner.

Background Information:

Port Orange's Riverwalk Park covers approximately sixteen (16) acres and is located along Halifax River (ICW) situated between Ocean Avenue and Dunlawton Avenue on US 1. The park amenities include a paved trail used by walkers and bikers and alike. There are playgrounds, restroom facilities, picnic areas, splash pad and fishing piers. The Riverwalk Park will serve as host to a variety of activities and special events throughout the year.

The Facility:

The Riverwalk Park, located at 3441 South Ridgewood Ave, Port Orange, FL, 32127, is a 16-acre park located along the intercostal waterway. The Park is owned by the City of Port Orange and operated by Department of Parks and Recreation.

The Riverwalk Floor Plan indicates the area available to Licensee. Any interior modifications can be negotiated between the successful Proposer and the City. All equipment will be provided by the licensee.

The Building: The electric system meets code, water, sanitary sewer is all currently available in the facility.

The concession building is 202 square feet and has a three-basin sink, roll up concession windows and electrical outlets. Outside restrooms attached to the building are open to the public and maintained by the city.

The Licensee will keep and maintain the premises in good condition and repair in a neat, sanitary and orderly manner to comply with all applicable City, County, and State regulations, and shall bear the expense of any and all painting and decoration furnished to the interior of the building, and of custodial services.

Signage:

Signage, including way-finding signs, may be included in the Proposal for consideration. Proposers should suggest signage locations which the City may consider.

No permit signage may be constructed by the Licensee.

Operating Hours:

The concession(s) may be open at all appropriate times during regular park hours from 8:00 A.M. 8:00 P.M. Required hours of operation by the City include:

<u>Weekends</u>	<u>Weekends</u>	<u>Weekly</u>	<u>Weekly</u>
Jan. – May	Sep. – Dec.	Jun. – Aug.	Volusia County Schools Breaks and National Holidays
9:00 A.M. To 4:00 P.M.	9:00 A.M. To 4:00 P.M.	9:00 A.M. To 4:00 P.M.	9:00 A.M. To 4:00 P.M.

The vendor may request authorization from the City fifteen (15) calendar days in advance to stay open later on special occasions and holidays or to be closed.

The City Reserves the Right to:

Block out dates, limit hours of operation, or authorize other vendors that may compete with the successful proposer as a result of special events taking place at Riverwalk Park.

Taxes:

The Licensee shall pay all federal, state, and local taxes in connection with the license agreement, including sales tax due on the use of the facility, as well as employment taxes and other federal taxes.

Maintenance:

Successful proposer shall be responsible for the following:

- Keeping the staging area neat, clean and in good standing;
- Removing Concessionaire refuse to the dumpster daily;
- Arranging seating area (if applicable);
- Sweeping, mopping and cleaning the public area surrounding the staging area daily upon completion of usage;
- Do not allow boxes, cartons, barrels trash or similar items to be in the view of the public.
- Evaluation of maintenance compliance will be at the City's sole discretion. If Licensee fails to maintain at a level acceptable to the City, the License may be revoked.

Parking:

The concessionaire has non-exclusive use of the parking lot which must be shared among the general public.

Employee Standards:

Successful Proposer shall ensure a staff that is fully responsible for all on-site operations to include but not limited to:

- Courteous and friendly service.
- To recruit, train, supervise and direct its employees in additions to having a number of employees to match the work requirements.
- Every employee will be clean and well-groomed and be professional and friendly to the public.
- All employees must pass a background screening.

Inspection/Pricing:

The Proposer shall charge reasonable prices for all services and products. The City reserves the right, but shall not have the obligation, to inspect equipment to make sure assure its safety to the public as well as the prices to make sure they are fair and reasonable.

There will be no sale or dispensing of alcoholic beverages, tobacco products, or any other item that is not in consonance with general community standards.

Proposal Requirements:

Any and all offers must include the following:

- **Operating Plan:** Proposals must include a staffing and operational plan to address the items listed in Section 3 Scope of work. This operational plan must also address procedures and methods that will ensure outstanding customer service to the customer of the concession at Riverwalk Park. (See Tab B in Section 7 – Proposal Submittal & Requirements)
- **Financial Plan:** Proposals must include a two (2) year financial plan consisting of, but not limited to proforma (forecasted) income statement, balance sheet and statement of cash flows. Please note that selected proposers with highest evaluation score will be asked to provide proof of financial solvency, which may include providing copies of financial statements, tax records, sworn statements, and/or any other relevant documents (See Tab D in Section 7 – Proposal Submittal & Requirements)
- **Marketing Plan:** Proposals must include a marketing plan indicating services to be provided, pricing of services, target markets, proposed marketing budget, advertising campaign, promotions to be offered or any marketing related activities. (See Tab C in Section 7 – Proposal Submittal & Requirements)
- **License Fee Proposal:** State the proposed license fee to be paid to the City monthly as a set amount. The monthly license fee will be negotiated between the City and the successful proposer in the final license agreement. Proposers who offer higher base license fee will receive additional consideration in the evaluation criteria addressing license Cost, and Proposers offering lower base license fee will receive less consideration. (See Tab E in Section 7 – Proposal Submittal & Requirements)

Background Checks:

The Successful Proposer shall provide, at their expense, a 2-year Florida Department of Law Enforcement (FDLE) Level 1 background check for any and all employees of the successful respondent involved in the performance of this contract on the City of Port Orange property within ten (10) business days following contract execution and, in the event of employee changes, throughout the term of the contract. Documentation must be submitted to the Parks and Recreation Director upon request.

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.

16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.

33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. **ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. **ADDITIONAL GOODS**

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tender's final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not relitigate Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded or Purchase Order Issued to the lowest responsible responsive Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid Opportunities page www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified

under the insurance requirements of this solicitation, and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time

vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

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

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases “as required,” “as soon as possible” or “prompt” may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City’s list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.

- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non-response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is

obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short-listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

37. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

38. **E-VERIFY**

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

39. **FACILITIES**

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

40. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

41. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

42. **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.

43. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

44. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

45. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

46. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

47. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

48. **INDEMNIFICATION/HOLD HARMLESS**

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

49. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

50. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

51. **INSURANCE**

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

52. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

53. **INSURANCE REQUIREMENTS**

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

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

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

Insurance	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.

Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

54. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

55. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

56. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

57. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers,

employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

58. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

59. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

60. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

- (a) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:
 - (1) Port Orange business shall be granted up to eight percent (8%) of the available points.
 - (2) Volusia County business shall be granted up to five percent (5%) of the available points.
 - (3) Florida business shall be granted up to three percent (3%) of the available points.
 - (4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

61. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

62. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

63. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

64. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

65. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

66. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

67. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

68. **OTHER AGENCIES**

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

69. **PATENTS/COPYRIGHTS**

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

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

The Purchasing Manager shall determine if the pre-bid or pre-proposal conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally Non-Mandatory. If it is Mandatory only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

71. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten, written in ink, or inputted electronically in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items,

Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

72. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

73. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

74. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

75. **PROPRIETARY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents

for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

76. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

77. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

78. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

79. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal**

for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

80. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

81. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

82. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

83. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

84. **RECYCLED MATERIALS**

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

85. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

86. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

87. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

88. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

89. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

90. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

91. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

92. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

93. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

94. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

95. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

96. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

97. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best

commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

98. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Battaglia Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

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

99. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

100. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

101. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

102. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

103. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

104. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

105. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

106. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to the City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

107. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

108. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted, shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

109. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

110. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.

- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

111. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

112. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Proposals offered in this RFP must remain firm for a period of ninety (90) days from the RFP opening date.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be for two (2) years and may, by agreement between the City of Port Orange and the vendor, be renewed for two (2) two (2) year periods subject to City Manager approval. The City reserves the right to extend any contract after the last day of the current contract expiration date for a period no more than 6 months.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this RFP, the Vendors must have the ability to prove in their submission that they meet all qualifications and working experience with the services as described in this RFP.

ESCALATION / DE-ESCALATION

Bid prices shall remain firm for a period of one-year (1) year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit. All written request for a price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager at least 30 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Manager. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

[Remainder of this page left intentionally blank]

SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a proposal shall constitute the Vendor's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this proposal.

The sections of the submitted Proposals that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points are addressed in "Section 8 – Evaluation of Proposals."

In conjunction with other material and information requested in the RFP, all Vendors responding to this solicitation shall provide one (1) original, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS:

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST:

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFP number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity. The Statement of Interest should also include the name and contact information of a customer contract manager who will serve as the main point of contact for all issues related to the services performed under the scope of this RFP.

TAB A – COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY:

- Legal name and principal office address.
- Telephone number and e-mail address.
- State of incorporation of the entity.
- List of names and addresses of the primary owners/board members.
- Name of agent who is authorized to negotiate with the City of Port Orange.
- List of Concession stands currently or previously actively managed by the Proposer (the firm) and their locations.
- Provide a summary of the qualifications and experience of the entity (i.e., the firm) responsible for the management of the Concessionaire Services, especially with regard to prior experience with operation of projects similar in scale and character to these services, Include years and type of experience relevant to the Scope of Services.

TAB B – BUSINESS OPERATIONAL CONCEPTS:

- A clear statement of the Proposer's Vision for the Concessionaire Services operation and how the Proposer will appeal to the public, including any proposed improvements to the Concession area.
- Proposers must clearly state their understanding of the City's intent to operate the concession stand in such a manner as to recognize the need to balance that expectation with the desire to operate the Concessionaire strictly on a for-profit basis. It is also very important that each proposer ensure full accountability of all public assets and policies.
- The Proposer's intended approach toward achieving and measuring customer satisfaction.
- The nature and extent to which the Proposer intends to maximize public use of the premises and the facilities.
- Address proposed hours and days of operation on both weekdays and weekends and types of concession items being offered.
- Proposals must include a staffing and operational plan to address the items listed in Section 3 Scope of work. This operational plan must also address procedures and methods that will ensure outstanding customer service to the customer of the concession at Riverwalk Park.

TAB C – MARKETING PLAN:

- Provide a marketing plan indicating services to be provided, target markets, proposed marketing budget, advertising campaign, promotions to be offered or any other marketing related activities.
- Provide projections and outlook for operating and growing the business.
- Proposers should submit copies of policies and procedures, organizational charts, job descriptions, etc. that they use in their everyday effort to improve the businesses they are responsible for managing. The Proposer hereby acknowledges that these attachments and statements are an integral part of the proposal and as such are truthful and complete. Furthermore, Proposer affirms its liability to the City in carrying out its proposed operational concepts, financial commitments and plans should it be the successful Proposer.
- Provide sample menu/game rental with proposed prices.

TAB D – FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY:

- All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.
- Proposals must include two (2) year financial plan consisting of, but not limited to proforma (forecasted) income statement, balance sheet and statement of cash flows.
- It is essential that the Vendor clearly demonstrates the financial ability to reliably deliver services. This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.
This shall include any class actions within your company where named, industry investigations by the Attorney General, in addition to individual cases.
- This shall include any debarment actions against your company by the City or other public entity.
- Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.
- A copy of the most recent external peer review report and any letter of comment.

TAB E – LICENCE FEE:

- **License Fee Proposal:** Use the attached license fee Proposal (Microsoft Excel spreadsheet) to submit formal unit cost data in your proposal under Tab E. Only the License Proposal form provided by the City of Port Orange in this solicitation will be accepted.
- State the proposed license fee to be paid to the City monthly as a set amount. The fee will be negotiated between the City and the Tenant in the final license agreement.
- Proposers who offer higher base license fee will receive additional consideration in the evaluation criteria addressing License proposal, and Proposers offering a lower license fee will receive less consideration.

TAB F – REFERENCES:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal or a reduction in evaluation points. Required forms include:

- Provide a minimum of three (3) and a maximum of five (5) Client References (**DO NOT INCLUDE THE CITY OF PORT ORANGE AS REFERENCES**) within the last five (5) years for the services described in this RFSQ. Include the name and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided.

***The information provided under this tab, must be current and the City must be able to contact references for verification as part of the evaluation process.**

- All reference contact information MUST be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.
- Below is a sample of the verification questions that may be used:
 1. Did they meet the terms of the contract?
 2. Was the project completed on time and within budget?
 3. Did they respond in a timely manner to calls, requests, etc.?
 4. Did they provide adequate staff to take care of the needs of your company/agency?
 5. How was your experience in working with this Vendor?
 6. Overall, would you recommend this Vendor?

TAB G– REQUIRED FORMS:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal or a reduction in evaluation points. Required forms include:

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Vendor Acknowledgement Form
- Form 9.3 Addendum and Change Order Procedure Acknowledgement Form
- Form 9.4 Drug-Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Affidavit of Anti-Collusion Form
- Form 9.7 Local Business Affidavit of Eligibility
- Attachment1- License /Fee proposal (inserted under Tab E of submitted proposal)

SECTION 8 – EVALUATION OF PROPOSALS

EVALUATION CRITERIA:

Firms submitting the required criteria will have their proposals evaluated and scored for quality of response, qualifications and experience and cost. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

<u>EVALUATION CRITERIA FOR WRITTEN PROPOSALS</u>	<u>CATEGORY SCORE</u>
<i>COMPANY HISTORY, QUALITIFICATIONS, ABILITY AND CAPACITY:.....</i>	<i>(10 points)</i>
<i>CONCESSIONAIR EXPERIENCE AND & QUALIFICATIONS:</i>	<i>(20 points)</i>
<i>BUSINESS PLAN, OPERATIONAL AND MARKETING CONCEPTS:.....</i>	<i>(25 points)</i>
<i>LICENCES, FINANCIAL HISTORY AND REFERENCES:</i>	<i>(15 points)</i>
<i>LICENCE FEES PROPOSAL:</i>	<i>(30 points)</i>
<i>Total Maximum Points</i>	<i>(100 points)</i>

BONUS POINTS: Local Preference per Ordinance Sec. 2-275

- *Port Orange Business eight percent of available points (8 points)*
- *Volusia County Business five percent of available points (5 points)*
- *Florida Business three percent of available points (3 points)*

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

RFP EVALUATION SCHEDULE:

Refer to the Timeline in Section 2 of the RFP document regarding proposed evaluation date(s) and time(s).
The City reserves the right to alter dates as needed.

EVALUATION PROCEDURE:

The Evaluation Committee is comprised of City staff and may include City Council Member who will evaluate and rank proposals based on a weighted score point formula. All interested professionals are hereby cautioned not to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Vendors responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):

The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the Vendors. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Vendors will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the presentations.

The City will allot equal time for each Vendor divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Vendor will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:

After oral presentations are completed, the Evaluation Committee will score the presentations for qualifications, experience, engagement approach, and schedule to determine a final ranking of the short-listed Vendors considered to be most capable of performing the required project in the best interest of the City. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

<u>EVALUATION CRITERIA FOR ORAL PROPOSALS</u>	<u>CATEGORY SCORE</u>
<i>COMPANY HISTORY, QUALIFICATIONS, ABILITY AND CAPACITY:.....</i>	<i>(10 points)</i>
<i>CONCESSIONAIRS EXPERIENCE AND & QUALIFICATIONS:</i>	<i>(20 points)</i>
<i>BUSINESS PLAN, OPERATIONAL AND MARKETING CONCEPTS:</i>	<i>(25 points)</i>
<i>LICENCES, FINANCIAL HISTORY AND REFERENCES:.....</i>	<i>(15 points)</i>
<i>LICENCE FEES PROPOSAL:</i>	<i>(30 points)</i>
<i>Total Maximum Points</i>	<i>(100 points)</i>

BONUS POINTS: Local Preference per Ordinance Sec. 2-275

- *Port Orange Business eight percent of available points (8 points)*
- *Volusia County Business five percent of available points (5 points)*
- *Florida Business three percent of available points (3 points)*

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The intent to award will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- _____ Form 9.2 – Vendor’s Acknowledgement Form
- _____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form
- _____ Form 9.4 – Drug-Free Preference Statement
- _____ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes
- _____ Form 9.6 – Affidavit of Anti-Collusion Form
- _____ Form 9.7 – Local Business Affidavit of Eligibility
- _____ Attachment 1 – Lease/Fee Proposal (Inserted under Tab E of submitted Proposal)
- _____ Capital Improvement Plan (Optional)
- _____ Submission of one (1) original marked “ORIGINAL”, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: _____
Vendor

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Plicencecheck one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

[Notary: *Plicenceselect one*]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

[Notary: *Plicenceselect one*]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: *Plicenceselect one*]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

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

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Pllicenceattach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

- The information contained herein may be subject to verification.

A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

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

(Form 9.7 Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20__

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal



"ATTACHMENT 1" LICENSE FEE PROPOSAL (TO BE INSERTED UNDER TAB E)

PROPOSAL FORM

**CITY OF PORT ORANGE
CONCESSIONAIRE SERVICE**

RFP# 18-11

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

Instruction to save Attachment from Demandstar website:

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

Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

ITEM	QTY EACH	DESCRIPTION	MONTHLY PRICE
1	1	License fee. LESSEE shall pay monthly to LESSOR on the 1 st day of each month during the Term and any Renewal Term, Base Rent in the amount of	\$ -
TOTAL PROPOSAL			\$ -

This document must be completed and returned with your Submittal

CAPITAL IMPROVEMENT PLAN (OPTIONAL)

It will be the responsibility of the Proposer to determine what capital projects are needed to improve the overall operation and maintenance of the concession stand. The successful Proposer will be expected to ensure that the minimum amount for capital projects is adequately funded within the annual operating and capital budget approved by the City each year. Proposals should also include a description of the projects they believe will be necessary to maintain the long-term viability of the concession stand. All costs associated with the improvements will be the vendors responsibility.

The undersigned agrees that the annual dollar amount of Capital Improvements shall not be less than:

Year 1 \$ _____

Year 2 \$ _____

Year 3 \$ _____

Year 4 \$ _____

Year 5 \$ _____

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

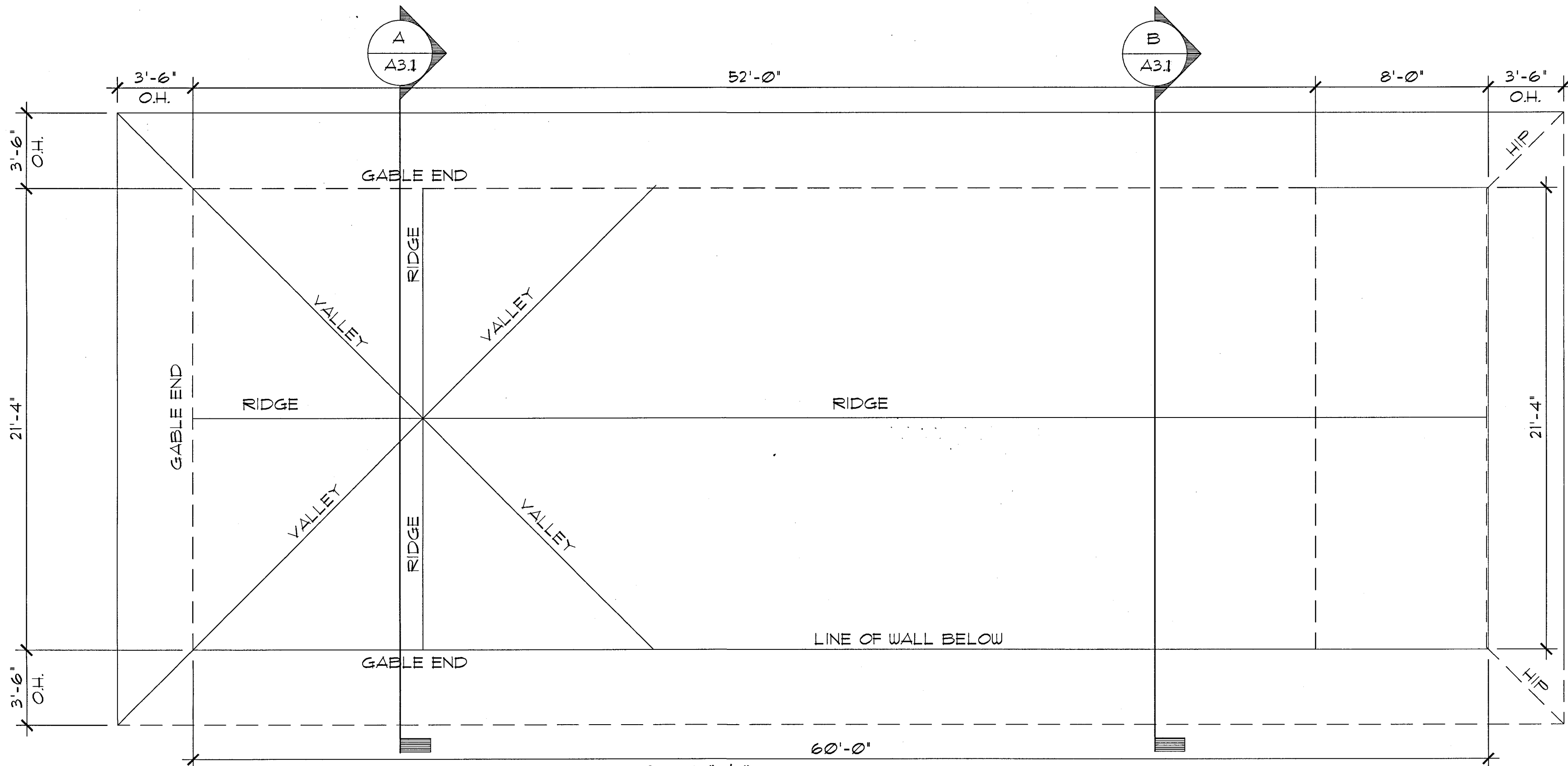
Company Name: _____

Contact Person / Title: _____

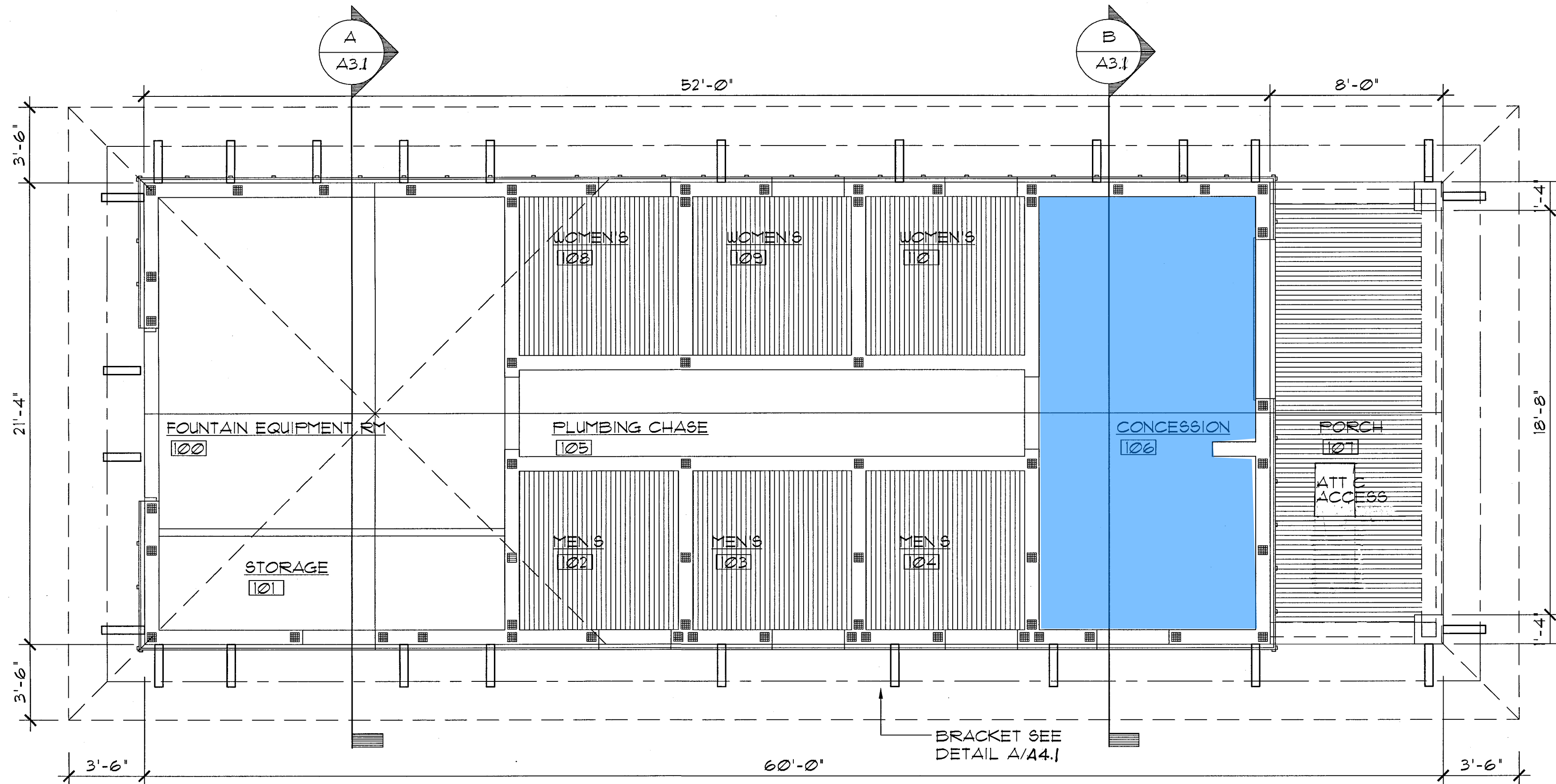
Mailing Address: _____ State: ____ Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

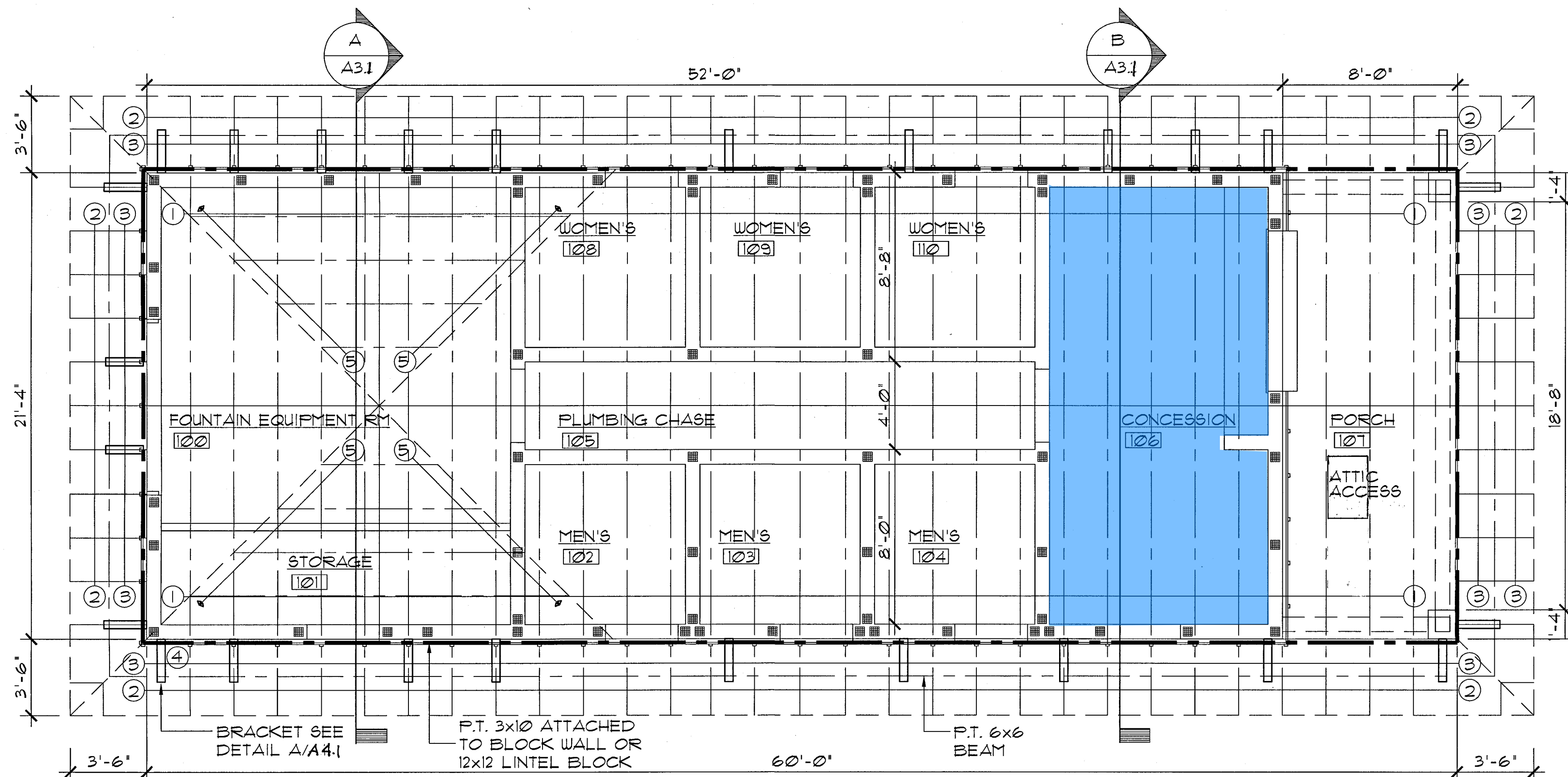
Signature: _____ Submitted on: _____ , 20__.



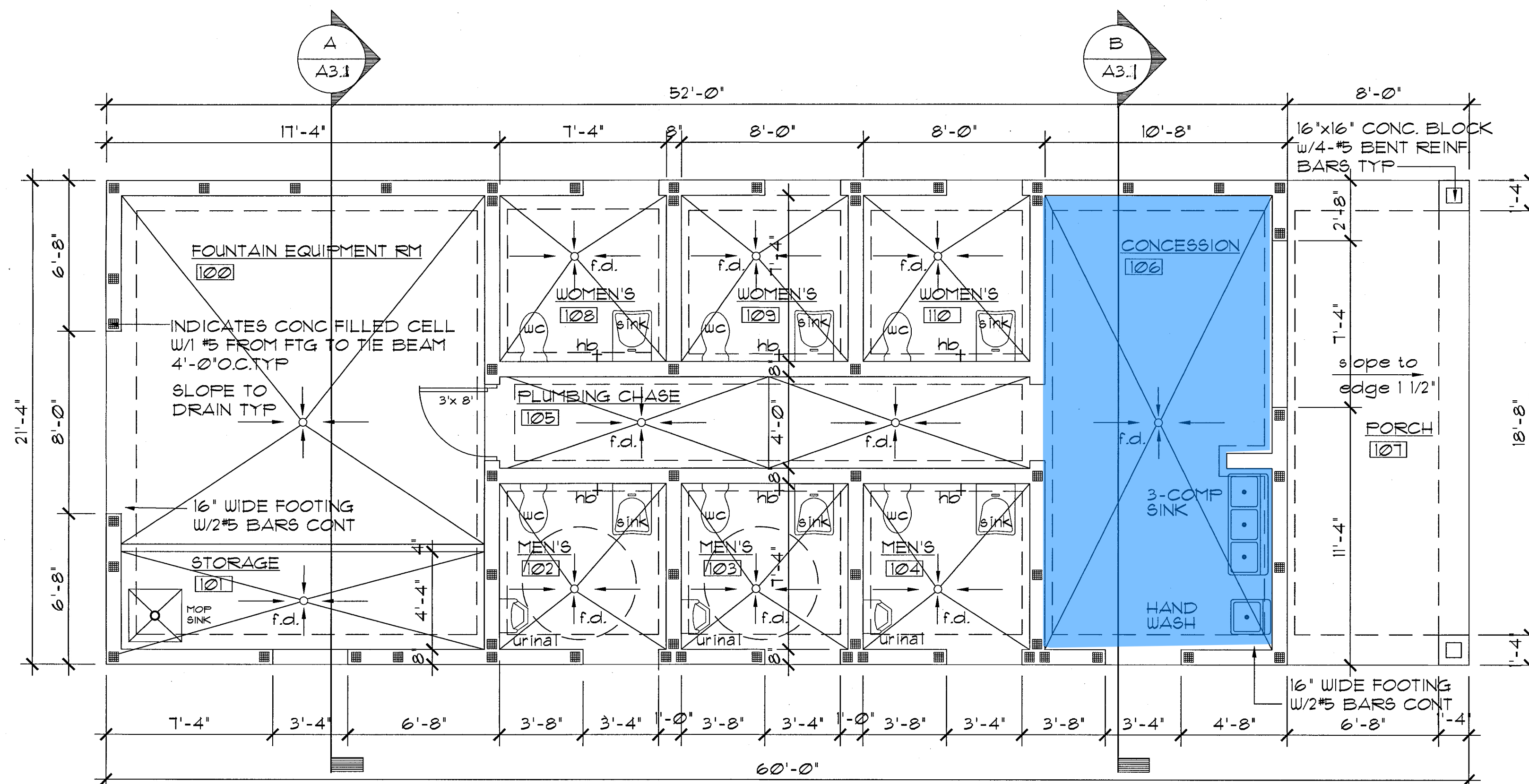
- ROOF NOTES:**
1. ALL EXPOSED WOOD IS TO BE PRESSURE TREATED NO. 1 GRADE S.Y.P.
 2. ROOF SHEATHING NAIL PATTERN:
EDGES: 10d @ 6" O/C
FIELD: 10d @ 12" O/C
 3. ROOF SLOPE TYPICAL AT 9/12



DRAWING:	DMC JOB NO.	DRAWN	CHECKED	SHEET NO.	A5.1
PROJECT NAME: RIVERWALK PARK PHASE 1B					
CLIENT: CITY OF PORT ORANGE					
CONSULTANT: S.C.A.					
AR 11099 SID CORHERN ARCHITECT, INC. P.O. BOX 829 NEW SMYRNA BEACH, FLORIDA PHONE 386.428.0056					
Dredging & Marine Consultants 4843 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmc.com					
DMC ENGINEERS • SCIENTISTS CURTIS N. TODD, P.E. FLORIDA LICENSE NO. 0037136					
1000 CITY CENTER CR. PORT ORANGE FL 32129					
CITY OF PORT ORANGE 1867					



ROOF FRAMING PLAN



FOUNDATION PLAN

FOOTING NOTE:
ALL FOOTINGS TO BE 16" DEEP
UNLESS OTHERWISE NOTED

CONNECTION SCHEDULE

NO.	MODEL	133% UPLIFT	REMARKS
1	META 12	1450 LBS	TRUSS TO CONC. BLOCK
2	3-8DWS 15 450	1035 LBS	PT 3x8 TO PT 6x6 BEAM -BY SIMPSON
2	2-8DWS 15 450	690 LBS	PT 6x6 BEAM TO BRACKET-BY SIMPSON
3	3-8DWS 15 450	1035 LBS	PT 3x8 RAFTER TO PT 3x10 -BY SIMPSON
4	3/16"x4"HEX HD SCREW@12"O.C.	690 LBS EA	PT 3x10 TO WALL - BY RAWL 304 S.S.TAPPER
4	5-3/16"x4"HEX HD SCREWS	3450 LBS	BRACKET TO WALL - BY RAWL 304 S.S.TAPPER
5	VTOR	1110 LBS	1=370 LBS = 3 MIN PER TRUSS

NOTE:

- ALL CONNECTIONS TO BE STAINLESS STEEL.
- PROVIDE TRUSS BRACING (MODEL NO. T9B2-24) FOR MID SPAN FROM RIDGE TO WALL ON MAIN TRUSSES.
- MODEL NUMBERS USED ARE FROM SIMPSON STRONG TIE CONNECTIONS.
- PT 6x6 OVERLAPPED AT CORNERS TO BE CONNECTED W/ 1/4" S.S TREADED ROD TYP.

APPLICABLE CODES:

~~2010~~ Florida Building Code-Building 5TH ED
~~2010~~ Florida Building Code-Energy Conservation 5TH ED
~~2010~~ Florida Building Code-Mechanical 5TH ED
 Florida Fire Prevention Code (5th Edition)
~~2010~~ Florida Building Code-Accessibility 5TH ED
~~2010~~ Florida Building Code-Fuel Gas 5TH ED
~~2010~~ Florida Building Code-Plumbing 5TH ED
~~2008~~ National Electrical Code 2011

NOTE: THESE PLANS HAVE BEEN DESIGNED TO MEET STANDARDS SET BY THE FLORIDA BUILDING CODE, 2010 EDITION CHAPTERS, 16 & 17 FOR ALL ROOFS, COMPONENTS AND EXTERIOR CLADDING FOR 140 MPH ULTIMATE WIND VELOCITY, EXPOSURE CATEGORY 'C' AND ASCE-7 STANDARDS.

WIND LOAD REQUIREMENTS (CHAPTER 16):

Vult (FIGURE 1603A, FBCB)
 Vasd (FIGURE 1603A, FBCB)
 RISK CATEGORY (TABLE 1604.5)
 WIND EXPOSURE CATEGORY (1603.4)
 HEIGHT AND EXPOSURE COEFFICIENT (TABLE 1603.1)
 ENCLOSURE STATUS
 WIND BORNE DEBRIS ZONE

140 mph
 108 mph
 II
 EXPOSURE 'C'
 1.00
 PARTIALLY ENCLOSED
 No

CONNECTION SCHEDULE :PHASE 1B - SPLASH PARK RESTROOM DOOR LOUVERS

LOCATION	FASTENERS	UPLIFT	ACTUAL	REMARKS
30 X 36 FRP LOUVER TO TIGER FRAME AT TRANSOM	12 - #12 S.S. SCREWS MIN. EMBED IN WOOD 3/4"	470 LBS. EACH 5640 LBS. TOTAL	390 LBS.	TIGER LOUVER ATTACHED TO TIGER TRANSOM FRAME WITH P.T. WOOD BACKING IN FRAME. DESIGN VALUE BASED ON SCREW CONNECTIONS TO WOOD BACKING
TIGER TRANSOM FRAME TO BLOCK WALL	6 - 3/16" TAPCONS - 3/4" EMBED OR 6-1/4" TAPCONS-2" EMBED	230 LBS / EA - 1380 LBS 380 LBS / EA - 2280 LBS	390 LBS.	TIGER TRANSOM FRAME - 3' 4" X 2' 10" - FIELD VERIFY TOTAL LOAD ON UNIT - 390 LBS. RECOMMEND MINIMUM 6 TAPCONS - SIZE OPTION AS NOTED. - ACTUAL NUMBER OF TAPCONS TO BE ESTABLISHED BY TIGER DOOR ABOVE MINIMUM 6 TAPCONS.

NOTES:

- THE LOUVER CONNECTIONS HAVE BEEN DESIGNED TO MEET STANDARDS SET BY THE FLORIDA BUILDING CODE, 2010 EDITION, CHAPTERS 16 AND 17 AND ANSI ASCE CHAPTER 7-10 FOR ALL ROOFS, COMPONENTS AND EXTERIOR CLADDING FOR 140 MPH AT 3 SECOND WIND GUSTS, WIND EXPOSURE C. (COMPLIES WITH FL. STATUTES 553.842(5)(a4).)
- LOUVER SIZE - 30" HIGH X 36" WIDE WITH MINIMUM 12 - #12 S.S. SCREWS ATTACHING LOUVER FRAME TO FRP TRANSOM FRAME WITH P.T. 2X WOOD BACKING INSIDE TRANSOM FRAME. MINIMUM EMBED 3/4" INTO P.T. 2X WOOD BACKING. STRUCTURAL DESIGN OF LOUVER TO TRANSOM FRAME WITH P.T. WOOD BACKING IS DESIGNED TO WITHSTAND 140 MPH WIND GUSTS PER FBC 2010 CHAPTER 16 AND 17 AND ANSI ASCE 7-10.
- ALL FRAMING MATERIALS, HARDWARE, ETC. SHALL BE ATTACHED, FASTENED, OR OTHERWISE SECURED IN ACCORDANCE WITH THE MANUFACTURER'S STANDARD RECOMMENDATIONS.
- ALL FRAMING MEMBERS SHALL BE PRESSURE TREATED GROUP 1 SOUTHERN YELLOW PINE OR AS NOTED ON PLANS.
- ALL EXPOSED METAL (NAILS, SCREWS, HANGERS, ETC) SHALL BE 316 STAINLESS STEEL, UNLESS NOTED OTHERWISE ON PLANS OR REQUESTED BY OWNER.

NOTE:

- PROVIDE SOIL TREATMENT FOR TERMITE CONTROL AFTER GRADING OPERATIONS ARE COMPLETED AND PRIOR TO CONCRETE WORK. APPLY AS REQUIRED PER CURRENT BUILDING CODES AND SOIL TREATMENT MANUFACTURER'S INSTRUCTIONS. SEE SECTION 02361-TERMITE CONTROL IN SPECIFICATIONS

DRAWING:	DMC JOB NO.	DRAWN	CHECKED	SHEET NO.	A6.1
PROJECT NAME: RIVERWALK PARK PHASE 1B					
CLIENT: CITY OF PORT ORANGE					
CONSULTANT: S.C.A. ARCHITECT INC. 4811098 SID CORNERY ARCHITECT INC. P.O. BOX 829 NEW SMYRNA BEACH, FLORIDA 32906-0829 PHONE 386-426-0056					
Dredging & Marine Consultants 4843 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmcsc.com ENGINEERS • SCIENTISTS CURTIS N. TODD, P.E. FLORIDA LICENSE NO. 0037136					
1000 CITY CENTER CR. PORT ORANGE FL 32129					



End of Solicitation Documents

Original

Bid Proposal
RFP #18-11
Concessionaire Services

Completed by: Tammy Hoffman, Judy Capell, and Maria Mills-Benat

FORM 9.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Plisencecheck one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

Hoffman & Capell dba PIPC

AUTHORIZED SIGNATURE

Tammy Hoffman President

NAME, TITLE, TYPED

46-3990173

FEDERAL IDENTIFICATION #

STATE OF Florida COUNTY OF Volusia

MAILING ADDRESS

413 Oak Pl. Bldg. 3 Unit H PO, FL. 32127

CITY, STATE & ZIP CODE

386-872-8582

TELEPHONE NUMBER / FAX NUMBER

Thoffman@Kona-Ice.com

E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of 28th May, 2018 by Tammy Hoffman, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

[Signature]
Notary Public

This document must be signed and returned with your Submittal
 **RONALD STEGER**
MY COMMISSION # FF 241442
EXPIRES: July 2, 2019
Bonded Thru Budget Notary Services

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

Hoffman & Capell LLC.

Name of Business

By: Tammy Hoffman

Printed Name: Tammy Hoffman

Title: President

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 28 day of May, 2018, by

Tammy Hoffman

(NAME)

as President

(TITLE)

of

Hoffman & Capell LLC

(NAME OF ORGANIZATION)



RONALD S. STEGER
MY COMMISSION # FF 241442
EXPIRES: July 2, 2019
Bonded Thru Budget Notary Services

[Notary: Plicenceselect one]

☒ is personally known to me; or

☐ has produced POOL as identification.

[Signature]

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Hoffman & Capell, LLC.

Name of Business

By: Tammy Hoffman

Printed Name: Tammy Hoffman

Title: President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 28th day of may, 2018, by
Tammy Hoffman as President of
(NAME) (TITLE)
Hoffman & Capell
(NAME OF ORGANIZATION)



RONALD S. STEGER
MY COMMISSION # FF 241442
EXPIRES: July 2, 2019
Bonded Thru Budget Notary Services

[Notary: Plicenceselect one]

☒ is personally known to me; or

☐ has produced None as identification.

[Signature]
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Hoffman & Cappel LLC

Name of Business

By: Tammy Hoffman

Printed Name: Tammy Hoffman

Title: President

STATE OF FLORIDA
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 28 day of May, 2012, by
Tammy Hoffman, as President of
Hoffman & Cappel

[Notary: Plicenceselect one]

☒ is personally known to me; or

☐ has produced Proof as identification.



RONALD S. STEGER
MY COMMISSION # FF 241442
EXPIRES: July 2, 2019
Bonded Thru Budget Notary Services

[Signature]

Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. 3/18 There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Hoffman & Capell LLC

Name of Business

By: Tammy Hoffman

Printed Name: Tammy Hoffman

Title: President

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 28 day of May, 2012, by
Tammy Hoffman, as President of
Hoffman & Capell

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced Pass as identification.



RONALD S. STEGER
MY COMMISSION # FF 241442
EXPIRES: July 2, 2019
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM:

SIGNED BY:

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

PRINTED SIGNATURE:

TITLE:

ADDRESS:

CITY:

STATE:

ZIP CODE:

TELEPHONE:

FAX:

COMPLETION TIME:

F.E.I.N. NUMBER:

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON):

This document must be completed and returned with your Submittal

FORM 9.7 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: Hoffman & Spill LLC
CONTACT PERSON/TITLE: Tammy Hoffman
MAILING ADDRESS: 413 Oak Pl. Bldg. 3 Unit H P.O. FL 32127
CITY-STATE-ZIP: Port Orange FL 32127
Length of Time at Address Provided: 4 1/2 years

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☒ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): 46-3990173

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

PHONE NUMBER: 386-872-8582 FAX: —

EMAIL: THoffman@Kona-Ire.com

****Plcieceattach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

- The information contained herein may be subject to verification.

A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

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

(Form 9.7 Local Business Affidavit of Eligibility – Page 2)

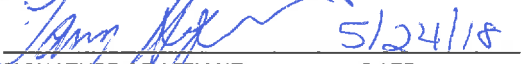
SWORN AND SUBSCRIBED BEFORE ME



SIGNATURE OF NOTARY PUBLIC

THIS 24 DAY OF May, 2018

My Commission Expires: July 2, 2019



SIGNATURE OF AFFIANT

DATE

Tammy Hoffman / President

PRINTED NAME OF AFFIANT / TITLE

Hoffman & Capell, LLC

COMPANY

NOTARY SEAL



RONALD S. STEGER
MY COMMISSION # FF 241442
EXPIRES: July 2, 2019
Bonded Thru Budget Notary Services

This document must be completed and returned with your Submittal



"ATTACHMENT 1" LICENSE FEE PROPOSAL (TO BE INSERTED UNDER TAB E)
PROPOSAL FORM

CITY OF PORT ORANGE
CONCESSIONAIRE SERVICE

RFP# 18-11

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

Instruction to save Attachment from Demandstar website:

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

Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS:

Hoffman & Capell, LLC

CONTACT PERSON:

Tammy Hoffman

EMAIL ADDRESS:

thoffman@kane-ice.com

AUTHORIZED SIGNATURE:

Tammy Hoffman

ITEM	QTY EACH	DESCRIPTION	MONTHLY PRICE
1	1	License fee: LESSEE shall pay monthly to LESSOR on the 1st day of each month during the Term and any Renewal Term, Base Rent in the amount of	\$150/month
TOTAL PROPOSAL			\$150/month

Financial Plan

Due to the various products and services that we would be offering our customers, we are confident that there will always be a demand for our food, drink, and picnic products. Our location at Riverwalk Park in Port Orange is very strategic, and we are well positioned to infiltrate and gain a huge share of the target market, thereby meeting our goal of generating adequate revenue, making a considerable profit, and making sizable monthly payments (20% of gross sales) to the City of Port Orange within the first year and growing our business throughout the second year.

Below are the sales projection for Picnic in the Park Concessions based on several factors and assumptions;

- **2018-2019:** \$22,000
- **2019-2020:** \$27,000

It should be noted that the above sales projections are based on comparable businesses in the industry and area at the time. Several assumptions that were used to forecast the above sales projections were the non-arrival of any major competitor during the defined period, as well as a stable economy. However, should any of these factors change, it would affect the sales projected figures and might cause an increase or decrease in total sales.

Projected Sales	2018-2019	2019-2020
Hot Dogs	\$3,200	\$4,400
Nachos	\$2,500	\$3,000
Pretzels	\$2,000	\$2,500
Sandwiches	\$3,500	\$4,000
Salads	\$1,000	\$1,200
Kona Ice	\$3,500	\$4,500
Pickles	\$800	\$1,000
Candy	\$800	\$900
Snacks	\$800	\$900
Drinks	\$1,400	\$1,600
Picnic Games	\$2,500	\$3,000

TOTAL SALES	\$22,000	\$27,000
------------------------	-----------------	-----------------

Financial Statement

Within the past five years, we have had no litigation or proceedings filed against us. We have also had no debarment actions and no terminated or defaulted contracts. Being transparent and honest, we will inform the City of Port Orange of if any claims are filed against us in within the timeline of our 2-year contract.



PO Box 290610
Port Orange, FL 32127 Phone:
386-506-5935
Fax: 386-322-5148
E-mail: info@familydays.com
Web: www.familydays.com

Officers

President, Jenny Fike
Vice President, Kim Ball
Treasurer, Terry Fedea
Secretary, Amy Hall

Board of Directors

Mike Arminio
Tom Bennett
Anita Burnette
Kelly Clapsaddle
Marcy Downey
Kelly Gasowski
Katrina Guevara
Robin Henning
John Junco
Dawn LeBeau
Betsy Lindley
Billy Lingo
Samira Mirzai
Kenneth Parker
Anthony Pinion
Mike Randow

Legal Counsel,

Barbara Reid

Executive Director,

Jennifer Marano



HALIFAX
HEALTH



May 24, 2018

To Whom It May Concern,

I would like to take this opportunity to recommend Kona Ice for any opportunities that may arise in the City of Port Orange.

We have been working with Tammy and Judy for quite a few years, and have had nothing but positive experiences with them both professionally and personally.

They are prompt, courteous and professional. Kona Ice has been a great addition to our events and to our nonprofit. They provide a quality product to our clients, while giving back to the community at the same time.

Our business relationship continues to grow, as they have now taken on an even more important role as a sponsor with us.

Any venture with Kona Ice is sure to be a positive and successful one.

Please feel free to reach out with any questions or concerns you may have.

Kind Regards,

Jennifer Marano
Executive Director

Port Orange Family Days Community Trust, Inc. is a 501(c) (3) non-profit organization. All contributions are tax-deductible to the full extent allowed by law check with your Tax Advisor. A copy of the official registration (#CH15735) and financial information may be obtained from the division of consumer services by calling toll-free within the state, 1-800-HELP-FLA (1-800-435-7352). Registration does not imply endorsement, approval or recommendation by the State. Port Orange Family Days Community Trust, Inc. does not employ any professional solicitors and retains 100% of every contribution.

Port Orange Soccer Club
1648 Taylor Road #456
Port Orange, FL 32128
5/26/2018

To Whom It May Concern:

I had the pleasure of working with Maria Mills-Benat for two years at the Port Orange Soccer Club concession stand at Southwinds Soccer Fields in Port Orange.

During this time, Maria worked diligently in making sure the concession stand was run efficiently. She not only worked with local restaurants regarding donations, but she also coordinated with other volunteers to help with the concession stand. Maria was always very personable and has a clear and concise communication style. Under Maria the concession stand was always clean and organized.

I can whole-heartedly recommend Maria to run the concession stand at Riverwalk Park. If you have any questions, please contact me at 386-451-5137.

Sincerely,

Chantel Roy

Treasurer
Port Orange Soccer Club



It is my pleasure to offer a reference for Maria Mills-Benat. I have known Maria for more than ten years. She is very active in the community and serves on several City Boards, including the Parks & Recreation Board and the Planning Commission.. She and I worked together on the Port Orange Family Days Board for several years.

Maria has catered many events over the years for Chamber of Commerce members. She always does an excellent job! She is a reliable business person who put 100% into everything she does. In my opinion she would serve the City well in the capacity of running a concession for the park.

If I can answer any questions or provide further information, please do not hesitate to call me. My cell phone number is (386) 212-8388.

Debbie Connors

President

Port Orange South Daytona Chamber of Commerce

3431 S. Ridgewood Avenue, Port Orange FL 32129

386.761.1601

FAX 386.788.9165



EXAM FORM NO. 5019

CERTIFICATE NO. 12220145

ServSafe® CERTIFICATION

TO
MARIA MILLS BENNETT

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)—Conference for Food Protection (CFP).

04/08/2015

DATE OF EXAMINATION

04/08/2020

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

Sherman Brown
SVP, National Restaurant Association Solutions

In accordance with Maritime Labour Convention 2006, Regulation A1.1.1.1, 2013 Regulation 3.2, Standard A1.2.2
©2015 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe® and the ServSafe logo are trademarks of the National Restaurant Association.
This document cannot be reproduced or altered.
10021001

2017/2018

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938



Account # 201402180008

Expires: September 30, 2018

Business Location: 413 OAK PL BLD 3 UNIT L

Business Name: KONA ICE SOUTH VOLUSIA COUNTY
Owner Name: T HOFFMAN & J CAPELL
Mailing Address: 413 OAK PL BLDG 3 UNIT L
PORT ORANGE, FL 32127

BUSINESS TYPE	CODE	COUNT	TAX
Snack Wagon (Mobile)	291D	2	\$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - (386) 736-5938

DATE PAID: 09/21/2017
RECEIPT #: Lockbox-16-00090386
TOTAL TAX: 30.00
PENALTY: 0.00
TOTAL PAID: 30.00



Business Name: KONA ICE SOUTH VOLUSIA COUNTY
Owner Name: T HOFFMAN & J CAPELL
Mailing Address: 413 OAK PL BLDG 3 UNIT L
PORT ORANGE, FL 32127



Account # 201402180008 Expires: September 30, 2018
Business Location: 413 OAK PL BLD 3 UNIT L

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS



NOTICE OF INTENT TO AWARD

RFP #18-11 CONCESSIONAIRE SERVICES RIVERWALK

July 3, 2018

On May 29, 2018, purchasing received One (1) proposal for RFP #18-11 Concessionaire Services Riverwalk Park.

After review of the proposal submitted, City Staff has made its recommendation to award to Hoffman & Capell LLC. Of Port Orange, Florida.

Recommendation to Award will be presented for City Council approval on July 17, 2018.

**David Battaglia
Purchasing Agent**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: Yes

SUBJECT: (B17) Approval of Release of a Reservation of a Tree Conservation Easement - Lot 6, Eastport (Case No. 18-35000002)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the release of the reservation of a tree conservation easement located on Lot 6, Eastport Business Park - Unit II Plat, 4500 Eastport Parkway, as shown in the attached legal description and to authorize the Mayor and City Clerk to execute the release document attached hereto.

SUMMARY: The subject reservation of easement release request is being made by staff, as the City is the current property owner of Lot 6, Eastport Business Park - Unit II Plat, with an address of 4500 Eastport Parkway.

The reservation of easement was part of the Eastport Business Park – Unit II Plat, recorded in 2007. The subject easement reservation area on the north side of the lot does not contain any specimen or historic trees. It appears that it was reserved to protect the canopy of a historic Live Oak tree on the adjacent common area tract. Any future development of Lot 6 is not likely to affect the northern-most easement area as it is fully contained within the required building setback and runs parallel to the lot line minimizing impacts from site development.

The more significant environmentally sensitive trees and vegetation within the Eastport Business Park – Unit II Plat are in a larger conservation easement in favor of the St. Johns Water Management District.

At the time a site plan is submitted for development of the subject property, a tree survey will be required for Lot 6 and the tree preservation requirements set forth in the Land Development Code will be applied.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Release of Reservation of Tree Easement 4500 Eastport	Release of Reservation of Tree Easement 4500 Eastport.pdf
2.	Location Map	Eastport Lot 6 Location Map.pdf

Penelope Cruz	Created/Initiated - 06/27/2018
Tim Burman	Approved - 06/29/2018
Shannon Balmer	Approved - 07/02/2018
Jake Johansson	Approved - 07/03/2018
Robin Fenwick	Final Approval - 07/03/2018

Portion of Parcel No. 6310-30-00-0060

RELEASE OF RESERVATION OF TREE CONSERVATION EASEMENT

THIS Release of Reservation of Tree Conservation Easement is made this _____ day of _____, 2018, by **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, mailing address: 1000 City Center Circle, Port Orange FL 32129, hereinafter "City".

W I T N E S S E T H:

WHEREAS, the City is the fee simple owner of Lot 6, Eastport Business Park – Unit II Plat, where the Reservation of Tree Conservation Easement is located; and

WHEREAS, on July 9, 2007, the City of Port Orange recorded the Eastport Business Park – Unit II plat, reserving a tree conservation easement on Lot 6 of said plat, (hereinafter referred to as the "Reservation"); and

WHEREAS, the Reservation is graphically depicted and legally described in Map Book 54, Page 128, Public Records, Volusia County, Florida; and

WHEREAS, the City recognizes the impact of the Reservation for future property owners and plans for development of said Lot 6; and

WHEREAS, the City desires to release the Reservation to allow future property owners more flexibility with the development of Lot 6; and

WHEREAS, the specific area of the Reservation being released is legally described and graphically depicted on **Exhibit "A"** attached hereto, and made a part hereof; and

WHEREAS, the City, has determined the release of the Reservation on the attached **Exhibit "A"** will not compromise tree conservation efforts on Lot 6 as any future development will be required to comply with tree preservation requirements set forth in the City of Port Orange Land Development Code.

NOW, THEREFORE, the City of Port Orange, hereby releases the Reservation, more particularly described and graphically depicted on attached **Exhibit "A."**

IN WITNESS WHEREOF, the City, has executed this Release of the Reservation of Tree Conservation Easement by and through its duly authorized representatives on the day and year first above written.

Signed in the presence of:

CITY OF PORT ORANGE, FLORIDA
a Florida chartered municipal corporation

Witness: _____
Printed Name: _____

Witness: _____
Printed Name: _____

Witness: _____
Printed Name: _____

Witness: _____
Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Attest:

Robin L. Fenwick, CMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing **RELEASE OF RESERVATION OF TREE CONSERVATION EASEMENT** was acknowledged before me this _____ day of _____, 2018, by Donald O. Burnette, the Mayor and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein.

(Notary, please check one):

☐ personally known to me, or
☐ has produced _____ as identification.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:

The foregoing **RELEASE OF RESERVATION OF TREE CONSERVATION EASEMENT** was acknowledged before me this _____ day of _____, 2018, by Robin L. Fenwick, City Clerk, and who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein.

(Notary, please check one):

☐ personally known to me, or
☐ has produced _____ as identification.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:

EXHIBIT "A"

LEGAL DESCRIPTION

The northernmost Tree Conservation Easement Reservation located on Lot 6, Eastport Business Park – Unit II, as recorded in Map Book 54, Pages 128 and 129, Public Records of Volusia County, Florida.

**EASEMENT RESERVATION AREA
FOR RELEASE**

WATER MANAGEMENT DISTRICT

ST. JOHNS RIVER
WATER MANAGEMENT
DISTRICT
CONSERVATION —
EASEMENT
OFFICIAL RECORDS
BOOK _____
PAGE _____

DETAIL (NTS)
TREE
CONSERVATION
EASEMENT

DETAIL (NTS)

TREE CONSERVATION EASEMENT

CON E OFFICE BOO PAG

N88°55'58"E 83.77'

N15°44'46"W 45.34'

43.42'

N88°55'58"E 70.00'

S45°16'18"E 44.90'

63.05'

S63°05'E 63.05'

45.00'

501°04'02"E

TRACT "D"
COMMON AREA/
CONSERVATION EASEMENT

CONSERVATION EASEMENT

LOT 6

SEE
DETAIL
LEFT

LOT 13

ALLANDALE GARDENS.

LOT 3

HOWE
STREET
VACATED

NB5°08'55"E
141.48'(NR)

LOT 4

N85°08'55"E
149.88'

ALL
NIT :



Spruce Creek Rd.

Buschman
Park

Lot 6
Eastport Business Park
4500 Eastport Pkwy.
Case No. 18-35000002

Eastport Pkwy.

Commonwealth Blvd.

RR Tracks

RR Tracks

Tanglewood
Mobile
Estates



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: No

SUBJECT: (F20) Golf Advisory Board Report

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION:

SUMMARY: Rich Lee, Chairmen of the board will present the report from the June meeting.

Project No.: Funding Account No.:

ATTACHMENTS:

Susan Lovallo
Susan Lovallo
Robin Fenwick

Created/Initiated - 06/20/2018
Approved - 06/20/2018
Final Approval - 06/21/2018



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: No

SUBJECT: (G21) Second Reading - Ordinance No. 2018-17 - Annexation/1389 Reed Canal Road (Case No. 18-10000002)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-17, to annex approximately ± 9.91 -acres located at 1389 Reed Canal Road into the City of Port Orange.

SUMMARY: The applicant is requesting to annex a ± 9.91 -acre parcel into the City and include it as part of a ± 29.7 -acre development site. If approved, the applicant intends to submit development applications to change the Future Land Use designation of the property from Volusia County *Urban Low Intensity* (ULI) (0.2 – 4 units/acre) to City of Port Orange *Urban High Density Residential* (8-16 units/acre) and rezone the property Volusia County *Rural Agriculture* (A-2) to City of Port Orange *Planned Unit Development* (PUD), to allow the construction of a ± 310 -unit multi-family development.

Various City Departments, including Fire and Rescue, Public Utilities, Finance, Public Works, and Parks and Recreation have reviewed the annexation request and based on the impact analysis there is adequate capacity to accommodate the proposed annexation.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-17	Ord. No. 2018-17 .pdf
2.	Ord. No. 2018-17 Exhibit A	Ord. No. 2018-17 Exhibit A.pdf
3.	Ord. No. 2018-17 Exhibit B	Ord. No. 2018-17 Exhibit B.pdf
4.	Staff Report	Annexation Staff Rpt_ 1389 Reed Canal Rd.pdf

Penelope Cruz

Created/Initiated - 06/20/2018

ORDINANCE NO. 2018-17

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, ANNEXING
APPROXIMATELY ±9.91 ACRES OF PROPERTY LOCATED
AT 1389 REED CANAL ROAD; REPEALING CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of real property in an unincorporated area of Volusia County, Florida, contiguous to the boundary of the City of Port Orange and reasonably compact, has petitioned the governing body of the City of Port Orange that said property be annexed to and become part of Port Orange, Florida; and

WHEREAS, the City Council of the City of Port Orange, Florida, has determined that the petition is a bona fide request by the owner of real property in the area proposed to be annexed; and

WHEREAS, the City Council of the City of Port Orange, Florida, finds that it is in the best interest of the citizens of the City of Port Orange to annex said territory into the corporate limits of the City of Port Orange; and

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

Section 1. The City Council of the City of Port Orange hereby annexes the parcels of land described on **Exhibit "A"**, attached hereto and incorporated herein by reference, being in the County of Volusia and contiguous to the boundary lines of the City of Port Orange into the City of Port Orange and said parcels shall be subject to the jurisdiction, obligations, benefits and privileges of the City of Port Orange.

Section 2. The boundary lines of the City of Port Orange are hereby changed and redefined, including the annexed land described in **Exhibit "B"**.

Section 3. Upon approval at first reading, the City Clerk is hereby directed to publish Notice of Annexation as required by Section 171.044(2), Florida Statutes (2017), at least once each week for two (2) consecutive weeks in a newspaper of general circulation in the City of Port Orange or Volusia County and to provide a copy of said notice via certified mail to the Volusia County Council.

Section 4. Within seven (7) days, after adoption of this ordinance, the City Clerk is directed to file the original of said ordinance with the Clerk of the Circuit Court and the chief administrative officer of Volusia County and the Department of State.

Section 5. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 7. This ordinance shall become effective as provided by general law.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading this day of

Passed and adopted on second and final reading this day of

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

Exhibit "A"

LEGAL DESCRIPTION:

LOT 5

LOT 5, BENNETT SUBDIVISION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 16 SOUTH,
RANGE 33 EAST, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 6,
PAGE 11 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
CONTAINING 9.91 ACRES MORE OF LESS

LEGAL DESCRIPTION

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS • LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(306) 677-6091 FAX (306) 677-2314 E-MAIL: info@parkermynchenberg.com
CERTIFICATE OF AUTHORIZATION NUMBER 05003910

Exhibit "B"

LEGAL DESCRIPTION FOR THE CITY LIMITS OF PORT ORANGE, FLORIDA (PREPARED BY SLIGER & ASSOCIATES, INC.) (REVISED 4/4/2012, JZ,12-0248)
ALL THAT PARCEL OF LAND BEING A PORTION OF:

TOWNSHIP 16 SOUTH, RANGE 33 EAST; TOWNSHIP 15 SOUTH, RANGE 33 EAST; TOWNSHIP 15 SOUTH, RANGE 32 EAST; TOWNSHIP 16 SOUTH, RANGE 32 EAST; AND TOWNSHIP 17 SOUTH, RANGE 33 EAST; BEING LOCATED WITHIN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, PUBLIC LAND SURVEYS IN THE STATE OF FLORIDA;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 3, TO THE SOUTHERLY LINE OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 1890, PAGE 0911, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA:

(O.R.B. 1890, PAGE 0911) LOT 4, SUB. OF U.S. GOVERNMENT LOT 1, IN SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AS LAYS WESTERLY OF U.S. HIGHWAY #1, AS RECORDED IN MAP BOOK 3, PAGE 136, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; ALSO PART OF GOVERNMENT LOT 1, LYING NORTH OF DOUGHERTY CANAL AND WEST OF U.S. HIGHWAY #1, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5 OF SAID SUBDIVISION IN SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AND/OR THE NORTHWEST CORNER OF SAID LOT 1 IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, RUN THENCE S0°06'30"E, ALONG SAID WEST LINE OF LOT 1, SECTION 3, A DISTANCE OF 409.1 FEET TO A POINT THEREIN; THENCE N64°58'03"E, A DISTANCE OF 867.30 FEET TO A POINT IN THE WESTERLY LINE OF THE 100 FOOT RIGHT-OF-WAY OF U.S. HIGHWAY #1, AS NOW OCCUPIED AND ESTABLISHED; THENCE N21°23'44"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 488.6 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF LOT 5, A SUB. OF LOT 1, SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AFORESAID, THENCE S60°39'46"W ALONG SAID NORTH LINE OF LOT 5, A DISTANCE OF 696.93 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 0°17'00"W, ALONG THE WEST LINE FO LOT 5, A DISTANCE OF 72.0 FEET TO THE POINT OF BEGINNING, CONTAINING 8.69 ACRES.)

THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, TO A POINT IN THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE);

THENCE EASTERLY TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY #1 WITH THE SOUTHERLY LINE OF THE NORTHERLY 20 FEET OF LOT 3, MARY ROUTH SMITH SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 53, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE NORTHERLY 20 FEET OF SAID LOT 3 TO THE EASTERLY LINE OF THE WESTERLY 175 FEET OF THE NORTHERLY 20 FEET OF SAID LOT 3;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID WESTERLY 175 FEET TO THE SOUTHERLY LINE OF RIVERLAND PARK, AS RECORDED IN MAP BOOK 9, PAGE 10, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID RIVERLAND PARK TO THE WESTERLY LINE OF THE EASTERLY 132.5 FEET OF SAID LOT 3;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE, TO THE SOUTHERLY LINE OF THE NORTHERLY 80 FEET OF SAID LOT 3;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF THE NORTHERLY 80 FEET, TO THE MEAN HIGH WATER LINE ON THE WESTERLY SHORE OF THE HALIFAX RIVER;

THENCE EASTERLY ACROSS SAID HALIFAX RIVER, TO THE SOUTHWEST CORNER OF LOT 21, RIVERVIEW SUBDIVISION ADDITION NO. 1, AS RECORDED IN MAP BOOK 19, PAGE 210, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 21 AND THE EASTERLY PROLONGATION THEREOF, TO THE SOUTHWEST CORNER OF LOT 34, SAID RIVERVIEW SUBDIVISION, ADDITION NO. 1;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 34, TO THE NORTH LINE OF SAID LOT 34;

THENCE EASTERLY ALONG SAID NORTH LINE OF LOT 34, TO THE EAST LINE OF SAID LOT 34;

THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT 34, TO THE SOUTH LINE OF SAID RIVERVIEW SUBDIVISION, ADDITION NO. 1;

THENCE EASTERLY ALONG SAID SOUTH LINE OF RIVERVIEW SUBDIVISION ADDITION NO. 1, AND THE EASTERLY PROLONGATION THEREOF, TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE, TO THE NORTHWEST CORNER OF LOT 21, BLOCK F, VAN VALZAH SUBDIVISION, AS RECORDED IN MAP BOOK 15, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 21, TO THE EAST LINE OF SAID LOT 21;

THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT 21 AND THE EAST LINE OF LOTS 16-20, SAID BLOCK F, TO THE SOUTH LINE OF SAID LOT 16;

THENCE WESTERLY ALONG SAID SOUTH LINE OF LOT 16, TO SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE TO THE NORTHERLY LINE OF THE SOUTHERLY 40 FEET OF THE NORTHERLY 640 FEET OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, PER MAP RECORDED IN MAP BOOK 11, PAGE 107, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF THE SOUTHERLY 40 FEET OF THE NORTHERLY 640 FEET, TO THE EASTERLY LINE OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, TO THE SOUTHERLY LINE OF THE NORTHERLY 740 FEET OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE NORTHERLY 740 FEET AND THE WESTERLY PROLONGATION THEREOF, TO SAID MEAN HIGH WATER LINE ON THE EASTERLY SHORE OF THE HALIFAX RIVER;

THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE, TO THE INTERSECTION WITH THE FOLLOWING DESCRIBED LINE OR THE EASTERLY PROLONGATION THEREOF, PER SAID HOUSE BILL NO. 1911;

((HOUSE BILL NO. 1911) BEGIN AT A CONCRETE MONUMENT ON THE SOUTH LINE OF FLEMING AVENUE AS SHOWN ON THE PLAT OF MARY C. FLEMING SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID MONUMENT BEING 765.45 FEET EASTERLY, AS MEASURED ALONG SAID SOUTH LINE OF FLEMING AVENUE, FROM THE WEST LINE OF RIDGEWOOD AVENUE, A 100 FOOT STREET AS SHOWN ON THE PLAT OF NORWOOD, AS RECORDED IN MAP BOOK 5, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ACROSS THE HALIFAX RIVER IN A STRAIGHT LINE, TO A POINT ON THE NORTH LINE OF SECTION 11, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID POINT BEING 1196.25 FEET WESTERLY, AS MEASURED ALONG SAID NORTH LINE OF SECTION 11, FROM THE NORTHEAST CORNER OF SAID SECTION 11, SAID POINT BEING THE END OF SAID DESCRIBED LINE);

THENCE WESTERLY ALONG SAID DESCRIBED LINE, TO THE EASTERLY LINE OF THE INTRACOASTAL WATERWAY;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF THE INTRACOASTAL WATERWAY, TO THE NORTHERLY LINE OF THE CORPORATE LIMITS OF THE TOWN OF PONCE INLET;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF THE CORPORATE LIMITS, TO THE WESTERLY MEAN HIGH WATER LINE OF THE HALIFAX RIVER;

THENCE SOUTHERLY ALONG THE WESTERLY MEAN HIGH WATER LINE OF THE HALIFAX RIVER TO THE NORTHERLY MEAN HIGH WATERLINE OF ROSE BAY;

THENCE WESTERLY ALONG SAID NORTHERLY MEAN HIGH WATERLINE, TO A POINT THAT IS 300 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE, PARALLEL WITH SAID EAST RIGHT OF WAY LINE, SOUTHERLY, TO THE NORTHERLY LINE OF THE PALMAS GRANT, BEING SECTION 38, TOWNSHIP 16 SOUTH RANGE 33 EAST;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PALMAS GRANT, TO THE WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE NORTHERLY MEAN HIGH WATER LINE OF STRICKLAND BAY (SPRUCE CREEK);

THENCE WESTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF SAID STRICKLAND BAY, TO THE WESTERLY LINE OF SAID PALMAS GRANT;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PALMAS GRANT, TO THE SOUTH LINE OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 27, TO THE WEST LINE OF SPRUCE CREEK ROAD;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SPRUCE CREEK ROAD PARALLEL WITH THE WEST LINE OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TO A POINT ON A LINE, SAID LINE BEING PERPENDICULAR TO THE WEST LINE OF SECTION 34 AND 205 FEET SOUTHERLY OF, AS MEASURED ALONG SAID WEST LINE FROM THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY ALONG SAID PERPENDICULAR LINE, TO SAID WEST LINE OF SECTION 34;

THENCE WESTERLY ALONG THE WESTERLY PROLONGATION OF SAID PERPENDICULAR LINE A DISTANCE OF 200 FEET;

THENCE NORTHERLY, PARALLEL WITH SAID WEST LINE OF SECTION 34, TO THE NORTH LINE OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID NORTH LINE OF SECTION 33, TO THE EAST LINE OF THE W 1/2 OF THE NE 1/4 OF SAID SECTION 33;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE W 1/2 OF THE NE 1/4, TO THE NORTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 33;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4, TO THE NORTH LINE OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 33;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE S 1/2 OF THE SE 1/4, TO THE EAST LINE OF SAID SECTION 33;

THENCE SOUTHERLY ALONG SAID EAST LINE OF SECTION 33, TO THE SOUTH LINE OF SAID SECTION 33;

THENCE WESTERLY ALONG SAID SOUTH LINE OF SECTION 33, TO THE EAST LINE OF THE W 1/2 OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 33 EAST;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE W 1/2 OF SECTION 4, TO THE NORTH LINE OF THE SOUTHERLY 578 FEET OF THE NW 1/4 OF SAID SECTION 4;

THENCE WESTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 578 FEET, TO THE WEST LINE OF THE EASTERLY 176 FEET OF SAID NW 1/4;

THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EASTERLY 176 FEET, TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 4;

THENCE EASTERLY ALONG SAID SOUTH LINE OF THE NW 1/4, TO THE EAST LINE OF THE SW 1/4 OF SAID SECTION 4;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE SW 1/4 OF SAID SECTION 4, TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF THE NW 1/4 OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, TO THE NORTHERLY LINE OF SR 40-A (AKA PIONEER TRAIL);

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF SR 40-A, TO THE WEST LINE OF LOT 3, 2ND SUBDIVISION OF ABBOTT FARMS, AS RECORDED IN MAP BOOK 8, PAGE 134, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 3, TO THE SOUTHWEST CORNER OF LOT 18, SAID 2ND SUBDIVISION OF ABBOTT FARMS;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 18, TO THE SOUTH LINE OF THE NORTH 827 FEET OF LOT 19;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 827 FEET AND ALONG THE SOUTH LINE OF LOT 20, SAID 2ND SUBDIVISION OF ABBOTT FARMS, TO THE WEST LINE OF SAID LOT 20;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 20, TO THE SOUTH LINE OF THE NW 1/4, SECTION 6, TOWNSHIP 17 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NW 1/4, TO THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 SAID SECTION 6;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SECTION 6, TO THE SOUTH LINE OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4, SAID SECTION 6;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE SW 1/4 OF THE NW 1/4, TO THE EAST LINE OF THE WEST 256.00 FEET OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 6;

THENCE IN A NORTHERLY DIRECTION ALONG SAID EAST LINE OF THE WEST 256.00 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 6, SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF WATERS EDGE, PHASE V, AS RECORDED IN MAP BOOK 47, PAGES 117-120 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE IN A WESTERLY DIRECTION ALONG SAID SOUTH LINE OF WATERS EDGE, PHASE V, 181.27 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 50 FOOT RIGHT OF WAY AS NOW LAID OUT AND IN USE;

THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 6;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, WESTERLY ALONG SAID SOUTH LINE OF THE NW 1/4 OF SAID SECTION 6 TO THE WEST RIGHT OF WAY LINE OF AIRPORT ROAD;

THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE SOUTH LINE OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID SOUTH LINE OF SECTION 31, TO THE WEST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE OF SECTION 31, TO THE SOUTH LINE OF THE NORTH 1710 FEET OF THE S 3/4 OF THE SE 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 1710 FEET TO THE WEST LINE OF THE EAST 550 FEET OF THE S 3/4 OF THE SE 1/4 OF SAID SECTION 36;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID EAST 550 FEET TO THE NORTH LINE OF THE SOUTH 420 FEET OF THE NORTH 660 FEET OF THE S 3/4 OF THE SE 1/4 OF SAID SECTION 36;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH 420 FEET TO THE WEST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE SE 1/4 OF SECTION 31, TO THE NORTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 100 FOOT RIGHT-OF-WAY, RECORDED IN OFFICIAL RECORDS BOOK 3048, PAGE 514, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

(O.R.B. 3048, PAGE 514) A PORTION OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 31, RUN S89°59'54"W ALONG THE NORTH LINE OF SAID SECTION 31 A DISTANCE OF 50.01 FEET TO THE CENTERLINE OF PROPOSED AIRPORT ROAD, A 100.00 FOOT RIGHT-OF-WAY, AND THE POINT OF BEGINNING: THENCE DEPARTING SAID NORTH LINE OF SECTION 31, RUN ALONG SAID CENTERLINE THE FOLLOWING COURSES AND DISTANCES; S00°59'39"E, PARALLEL WITH THE EAST LINE OF SAID SECTION 31 A DISTANCE OF 423.69 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGLE OF 38°40'52"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 945.16 FEET; THENCE S57°41'13"W A DISTANCE OF 1852.57 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGEL OF 51°21'59"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1255.12 FEET; THENCE S89°03'12"W A DISTANCE OF 2666.46 FEET TO THE WEST LINE OF SAID SECTION 31, AND THE TERMINATION OF SAID CENTERLINE, THE RIGHT-OF-WAY LINES OF SAID AIRPORT ROAD TO LENGTHEN OR SHORTEN TO INTERSECT WITH THE NORTH AND WEST LINES OF SAID SECTION 31);

THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, TO THE BOUNDARY OF SABAL CREEK P.U.D., PHASE I, AS RECORDED IN MAP BOOK 44, PAGES 167-170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE ALONG SAID BOUNDARY OF SABAL CREEK P.U.D., PHASE I, WESTERLY, SOUTHERLY AND NORTHERLY, TO THE SOUTHERLY MOST CORNER OF SABAL CREEK P.U.D., PHASE III, AS RECORDED IN MAP BOOK 45, PAGES 169 AND 170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF PARCEL "F", SAID SABAL CREEK P.U.D. PHASE III, TO THE NORTH CORNER OF PARCEL "C", SPRUCE CREEK SUBDIVISION, UNIT III-E, AS RECORDED IN MAP BOOK 43, PAGES 98-100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA SAID NORTH CORNER OF PARCEL "C", BEING ON THE SOUTHERLY BOUNDARY OF THE SANCTUARY ON SPRUCE CREEK, PHASE IIB, AS RECORDED IN PLAT BOOK 46, PAGES 17-19, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE WESTERLY AND NORTHERLY ALONG THE BOUNDARY OF SAID THE SANCTUARY ON SPRUCE CREEK, PHASE IIB, TO THE BOUNDARY OF SPRUCE CREEK SUBDIVISION UNIT II B, AS RECORDED IN PLAT BOOK 38, PAGES 56-59, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID SPRUCE CREEK SUBDIVISION, UNIT II B, TO THE BOUNDARY OF SPRUCE CREEK SUBDIVISION UNIT II C, AS RECORDED IN PLAT BOOK 40, PAGES 79-81, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID SPRUCE CREEK SUBDIVISION UNIT II C, TO THE BOUNDARY OF FLY-IN SPRUCE CREEK, INC. SUBDIVISION, AS RECORDED IN PLAT BOOK 33, PAGES 103-108 IN PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID FLY-IN SPRUCE CREEK, INC. SUBDIVISION, TO THE CENTER LINE OF SPRUCE CREEK;

THENCE EASTERLY ALONG THE CENTER LINE OF SAID SPRUCE CREEK, TO THE WEST LINE OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE EAST 1/2 OF SECTION 30, TO THE NORTHWEST CORNER THEREOF;

THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 30 TO THE WEST LINE OF THE EAST 683.71 FEET OF THE NORTHWEST ¼ OF SAID SECTION 30;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST 683.71 FEET OF THE NORTHWEST ¼ OF SAID SECTION 30 TO THE MEAN HIGH WATER LINE OF THE NORTHERLY SHORE LINE OF SPRUCE CREEK;

THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE TO THE EAST LINE OF THE WESTERLY 825 OF SAID SECTION 30;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE SOUTH LINE OF THE NORTHERLY 1000 FEET OF SAID SECTION 30;

THENCE EASTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 925 FEET OF SAID SECTION 30;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SECTION 30;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 30;

THENCE SOUTHERLY ALONG SAID EAST LINE TO THE MEAN HIGH WATER LINE OF THE NORTH SHORE OF SPRUCE CREEK;

THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE TO THE WEST LINE OF SAID SECTION 30 AND THE EAST LINE OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

((O.R.B. 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12"W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE

N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD; THENCE S87°00'44"E ALONG THE NORTH LINE OF SAID R.L. LEFFMAN'S HOMESTEAD 1044.66 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44" E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44" E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE ¼, NE ¼, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST ½, NE ¼, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT; N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE

SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING),

THENCE SOUTHERLY, SOUTHWESTERLY, NORTHEASTERLY AND NORTHERLY ALONG THE BOUNDARY LINES OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TO THE SOUTHWEST CORNER OF LOT 7, R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE SOUTH LINE OF LOT 7, RESUBDIVISION OF A PART OF THE LIVINGSTON HOMESTEAD AS RECORDED IN MAP BOOK 10, PAGE 240, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 7, RESUBDIVISION OF A PART OF THE LIVINGSTON HOMESTEAD; THENCE WESTERLY TO THE WESTERLY RIGHT OF WAY LINE OF TAYLOR ROAD AT ITS INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 24;

THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTH LINE OF THE LANDS DESCRIBED IN THE CITY OF PORT ORANGE, FLORIDA ANNEXATION ORDINANCE NUMBER 1998-80 AND DESCRIBED AS FOLLOWS,

((ORDINANCE NO. 1998-80) LEGAL DESCRIPTION:

THE EAST ½ OF THE SOUTHWEST ¼, TOWNSHIP 16, RANGE 32, SECTION 24, VOLUSIA COUNTY, FLORIDA AND THE NORTH 413.51 FEET MEASURED ON AND WEST OF ENTERPRISE ROAD OF LOT 3 AND THE NORTH 313.50 FEET MEASURED TO THE WEST LINE OF LOT 4 BEING 1524.43 FEET ON THE NORTH LINE AND 1254.78 FEET ON THE SOUTH LINE EXCEPTING THE TRIANGLE IN THE NORTHEAST CORNER PER OFFICIAL RECORD BOOK 1307, PAGE 83, BEING 296.79 FEET ON NORTH LINE AND 196.59 FEET ON ROAD PER OFFICIAL RECORD BOOK 275, PAGE 296, SUBDIVISION OF SOUTH ½ OF SOUTHEAST ¼ PER OFFICIAL RECORD BOOK 1709, PAGE 1430, AS RECORDED IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA.

ALSO DESCRIBED AS (O.R. BOOK 3078, PAGE 321), EASTERLY ½ OF THE SW 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, AND A PART OF LOTS 3 AND 4, OF ASSESSORS SUBDIVISION OF R.L. LEFFMAN'S HOMESTEAD AS PER MAP IN MAP BOOK 3, PAGE 56 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEING AT THE NORTHWEST CORNER OF SAID LOT 4, RUNNING THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOTS 4 AND 3, A DISTANCE OF 1524.43 FEET TO A POINT IN THE WESTERLY LINE OF ENTERPRISE ROAD (A 60 FOOT ROAD AS NOW LAID OUT AND USED) THENCE SOUTH 40 DEGREES, 42 MINUTES WEST ALONG THE WESTERLY LINE OF SAID ENTERPRISE ROAD, A DISTANCE OF 413.51 FEET TO A POINT, THENCE WESTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID LOTS 3 AND 4, A DISTANCE OF 1254.78 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 4, THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 313.5 FEET TO THE PLACE OF BEGINNING, EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 3 WITH THE WESTERLY LINE OF WEST HERBERT STREET (FORMERLY CALLED ENTERPRISE ROAD) (A 60 FOOT RIGHT OF WAY), THENCE SOUTH 88 DEGREES 55 MINUTES WEST 296.79 FEET, THENCE SOUTH 49 DEGREES 36 MINUTES 08 SECONDS EAST, 224.11 FEET TO A POINT IN THE WESTERLY LINE OF SAID HERBERT STREET, THENCE NORTH 39 DEGREES 53 MINUTES EAST ALONG THE WESTERLY LINE OF SAID WEST HERBERT STREET 196.59 FEET TO THE POINT OF BEGINNING, BEING ALSO KNOWN AS THAT PORTION OF SAID LOTS 3 AND 4, AFOREMENTIONED LYING EASTERLY OF THE EAST LINE OF THE 30 FOOT WIDE GAS COMPANY RIGHT OF WAY EASEMENT AND WESTERLY OF THE WEST LINE OF SAID WEST HERBERT STREET. SAID PARCEL CONTAINS 0.586 ACRES.)

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE LANDS DESCRIBED IN THE CITY OF PORT ORANGE, FLORIDA ANNEXATION ORDINANCE NUMBER 1998-80 BOUNDARY, TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4, SECTION 24;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4;

THENCE NORTHERLY, ALONG THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 24 TO THE SOUTH LINE OF THE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 4748, PAGE 685 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 4748, PAGE 685) "ATLANTIS ANNEXATION DESCRIPTION"

A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N89°50'24"W, 2767.32 FEET TO A 1" IRON PIPE MARKING THE OCCUPIED SOUTH ¼ CORNER OF SAID SECTION 13; THENCE S89°29'27"W, 976.06 FEET TO THE CENTERLINE OF A 30 FOOT WIDE FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 669, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING N89°29'27"E, 1776.42 FEET FROM A ½" IRON PIPE MARKING THE OCCUPIED SOUTHWEST CORNER OF SAID SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S89°29'27"W, 1776.42 FEET TO SAID ½" IRON PIPE AND THE EAST LINE OF SAID SECTION 14; THENCE S00°35'19"E ALONG SAID EAST LINE, 190.60 FEET TO A 2" IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE S88°57'50"W ALONG THE NORTH LINE OF LOTS 1, 16 AND 17, TOMOKA FARMS SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 192, SAID PUBLIC RECORDS, AND THE EASTERLY PROJECTION THEREOF, 2595.68 FEET TO THE EASTERLY LINE OF TOMOKA FARMS ROAD, A PRESCRIPTIVE RIGHT-OF-WAY, AS RECORDED IN ROAD BOOK 1, PAGE 28, SAID PUBLIC RECORDS; THENCE N16°05'55"W ALONG SAID EASTERLY LINE, 833.38 FEET; THENCE N10°03'16"W ALONG SAID EASTERLY LINE, 22.61 FEET; THENCE N06°44'38"W ALONG SAID EASTERLY LINE, 224.69 FEET; THENCE N05°25'37"W ALONG SAID EASTERLY LINE, 434.02 FEET; THENCE N05°30'20"W ALONG SAID EASTERLY LINE, 480.00 FEET; THENCE N05°48'41"W ALONG SAID EASTERLY LINE, 480.00 FEET; THENCE N06°23'48"W ALONG SAID EASTERLY LINE, 201.86 FEET TO THE SOUTH LINE OF THE UN-NAMED 50 FOOT ROAD RIGHT-OF-WAY BETWEEN BLOCK NO. 2 AND BLOCK NO. 3 AS SHOWN ON PLAT NUMBER ONE OF CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 89, SAID PUBLIC RECORDS; THENCE N89°27'37"E ALONG SAID SOUTH LINE, 1715.79 FEET TO THE WEST LINE OF THAT PORTION OF SAID UN-NAMED ROAD VACATED BY VOLUSIA COUNTY RESOLUTION NO. 94-238, AS RECORDED IN OFFICIAL RECORDS BOOK 3954, PAGE 415, VACATING CERTAIN PORTIONS OF SAID PLAT NUMBER ONE OF CRAIG FARMS; THENCE N00°31'39"W ALONG SAID WEST LINE AND ALONG THE EAST LINE OF LOT 16 AND LOT 7, BLOCK NO. 3, SAID PLAT NUMBER ONE OF CRAIG FARMS, 777.67 FEET; THENCE DEPART SAID EAST LINE N68°48'49"E, 1575.99 FEET; THENCE N47°36'36"E, 1656.79 FEET; THENCE S43°19'32"E, 1735.09 FEET TO A LINE DEFINING THE CITY LIMITS OF THE CITY OF PORT ORANGE, FLORIDA PER CITY OF PORT ORANGE, FLORIDA ORDINANCE NO. 1990-35 AS RECORDED IN OFFICIAL RECORDS BOOK 3553, PAGE 0588, SAID PUBLIC RECORDS; THENCE S47°03'35"W ALONG SAID CITY LIMITS, 349.39 FEET; THENCE S52°27'22"W ALONG SAID CITY LIMITS, 2478.68 FEET TO THE CENTERLINE OF SAID 30 FOOT WIDE FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT; THENCE S35°57'16"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 607.14 FEET; THENCE S35°48'24"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 1733.39 FEET; THENCE

S28°29'28"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 172.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 364.35 ACRES, MORE OR LESS);

THENCE WESTERLY, SOUTHERLY, AND WESTERLY, ALONG THE SOUTHERLY PROPERTY LINE OF AFORESAID "ATLANTIS ANNEXATION DESCRIPTION" TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD AS RECORDED IN ROAD BOOK 1, PAGE 28 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF LOT 2, BLOCK 3, PLAT NO. 1, CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 89, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 2 AND ALONG THE NORTH LINE OF LOT 16, LOT 17 AND LOT 18, SAID BLOCK 3, PLAT NO. 1, CRAIG FARMS TO THE EAST LINE OF BLOCKS 3 AND 4, SAID PLAT NO. 1, CRAIG FARMS;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE NORTH LINE OF SAID PLAT NO. 1, CRAIG FARMS;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD AS SHOWN IN ROAD BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF A 200 FOOT ROADWAY AND UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2806, PAGE 1370 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 2806, PAGE 1370) A 200 FOOT RIGHT-OF-WAY BEING AND LYING 100 FEET ON EACH SIDE OF THE CENTERLINE MIRE PARTICULARLY DESCRIBED AS FOLLOWS: A PORTION OF SECTIONS 12, 11, 10, 15, 16, 17, 18, AND 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 12, RUN NORTH 00 DEGREES 42 MINUTES 03 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 12 A DISTANCE OF 1582.875 FEET TO THE CENTERLINE OF A 200 FOOT RIGHT-OF-WAY AND THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THAT RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 2490, PGE 998, AND THE NORTHWEST CORNER OF THAT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 2483, PAGES 1012-1014, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG THE CENTERLINE OF THE 200 FOOT RIGHT-OF-WAY, SAID RIGHT-OF-WAY BEING 100 FEET ON EACH SIDE OF SAID CENTERLINE, THE FOLLOWING COURSES AND DISTANCES; NORTH 88 DEGREES 44 MINUTES 16 SECONDS WEST A DISTANCE OF 2649.16 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS 700.00 FEET A CENTRAL ANGLE OF 27 DEGREES 14 MINUTES 33 SECONDS AND A CHORD BEARING OF SOUTH 77 DEGREES 38 MINUTES 27 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 332.83 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A 350 FOOT RIGHT-OF-WAY; THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 42 MINUTES 06 SECONDS A DISTANCE OF 167.40 FEET; THENCE SOUTH 50 DEGREES 19 MINUTES 05 SECONDS WEST A DISTANCE OF 122.37 FEET TO THE P.C. OF AS CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.00 FEET, A CENTRAL AGLE OF 6 DEGREES 53 MINUTES 57 SECONDS, AND A CHORD BEARING OF SOUTH 53 DEGREES 46 MINUTES 04 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.29 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 95, THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 32 MINUTES 23 SECONDS A DISTANCE OF 385.33 FEET; THENCE

SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 1765.40 FEET TO THE WEST LINE OF SAID SECTION 12, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 02 DEGREES 28 MINUTES 54 SECONDS EAST A DISTANCE OF 1505.55 FEET; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 2983.32 FEET TO THE CENTERLINE OF A NATURAL GAS TRANSMISSION LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 669, PAGE 2 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 843.71 FEET TO THE OCCUPIED CENTERLINE LINE OF TOMOKA FARMS ROAD, A 100 FOOT RIGHT-OF-WAY AS NOW OCCUPIED; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST OF DISTANCE OF 1534.16 FEET TO THE WEST LINE OF SAID SECTION 11, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 10 MINUTES 15 SECONDS EAST A DISTANCE OF 1334.88 FEET; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 173.39 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 47 DEGREES 55 MINUTES 13 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1672.73 FEET; THENCE SOUTH 40 DEGREES 50 MINUTES 12 SECONDS WEST A DISTANCE OF 1066.31 FEET TO THE SOUTH LINE OF SAID SECTION 10, TO THE SOUTHEAST CORNER THEREOF BEARING NORTH 85 DEGREES 57 MINUTES 01 SECONDS EAST A DISTANCE OF 2373.58 FEET; THENCE CONTINUE SOUTH 40 DEGREES 50 MINUTES 12 SECONDS WEST A DISTANCE OF 3413.45 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 5 DEGREES 36 MINUTES 52 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 195.98 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF A 170 FOOT FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 756, PAGE 67, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4 DEGREES 57 MINUTES 48 SECONDS A DISTANCE OF 173.25 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID 170 FOOT FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 40 MINUTES 15 SECONDS AND A CHORD BEARING OF SOUTH 57 DEGREES 14 MINUTES 59 SECONDS WEST A DISTANCE OF 407.39 FEET TO THE WEST LINE OF SAID SECTION 15, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 00 DEGREES 58 MINUTES 36 SECONDS EAST A DISTANCE OF 2473.50 FEET; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 53 MINUTES 10 SECONDS A DISTANCE OF 484.72 FEET; THENCE SOUTH 76 DEGREES 58 MINUTES 17 SECONDS WEST A DISTANCE OF 1787.41 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2200.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 53 MINUTES 15 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 610.04 FEET; THENCE NORTH 87 DEGREES 08 MINUTES 28 SECONDS WEST A DISTANCE OF 2467.66 FEET TO THE WEST LINE OF SAID SECTION 16, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 54 MINUTES 16 SECONDS EAST A DISTANCE OF 2129.78 FEET; THENCE CONTINUE NORTH 87 DEGREES 08 MINUTES 28 SECONDS WEST A DISTANCE OF 1059.64 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5000.00 FEET AND A CENTRAL ANGLE OF 4 DEGREES 53 MINUTES 20 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 426.64 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 12 SECONDS WEST A DISTANCE OF 2218.74 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 47 DEGREES 38 MINUTES 54 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1652.19 FEET; THENCE SOUTH 40 DEGREES 38 MINUTES 18 SECONDS WEST A DISTANCE OF 183.52 FEET TO THE WEST LINE OF SAID SECTION 17, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 25 MINUTES 52 SECONDS EAST A DISTANCE OF 1378.54 FEET; THENCE CONTINUE SOUTH 40 DEGREES 38 MINUTES 18 SECONDS WEST A DISTANCE OF 1870.59 FEET TO THE SOUTH LINE OF SAID SECTION 18, THE SOUTHEAST CORNER THEREOF BEARING NORTH 88 DEGREES 06 MINUTES 32 SECONDS EAST A DISTANCE OF 1253.39 FEET; THENCE CONTINUE SOUTH 40 DEGREES 38 SECONDS WEST A DISTANCE OF 117.96 FEET TO THE TERMINATION OF SAID CENTERLINE, THE RIGHT-OF-WAY LINES TO EXTEND

SOUTHWESTERLY TO THEIR INTERSECTION WITH THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2537, PAGE 1316 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPTING FROM THIS DESCRIPTION, THE 350 FOOT RIGHT-OF-WAY OF INTERSTATE 95.)

THENCE EASTERLY ALONG SAID NORTH LINE TO THE EASTERLY LINE OF AN ANNEXATION PARCEL TO THE CITY OF PORT ORANGE, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 5082, PAGE 1970 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 5082, PAGE 1970) A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WEST LINE OF THAT PORTION OF BLOCK NO. 3 AND BLOCK NO. 4, PLAT NUMBER ONE OF CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 89, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, VACATED BY VOLUSIA COUNTY, FLORIDA RESOLUTION NO. 94-238, AS RECORDED IN OFFICIAL RECORDS BOOK 3954, PAGE 415, SAID PUBLIC RECORDS, WITH THE NORTH LINE OF THE CITY LIMITS OF THE CITY OF PORT ORANGE, FLORIDA PER CITY OF PORT ORANGE, FLORIDA ORDINANCE NO. 2001-65 AS RECORDED IN OFFICIAL RECORDS BOOK 4748, PAGE 682, SAID PUBLIC RECORDS; THENCE RUN NORTH 00 DEGREES 31 MINUTES 39 SECONDS WEST ALONG SAID WEST LINE, 1884.60 FEET TO THE NORTH LINE OF SAID PLAT NO. ONE OF CRAIG FARMS; THENCE SOUTH 89 DEGREES 28 MINUTES 27 SECONDS WEST ALONG SAID NORTH LINE, 1971.69 FEET TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD, A PRESCRIPTIVE RIGHT OF WAY AS SHOWN ON MAP IN ROAD BOOK 1, PAGE 28, SAID PUBLIC RECORDS; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING 15 COURSES: NORTH 20 DEGREES 56 MINUTES 04 SECONDS WEST, 50.62 FEET; THENCE NORTH 16 DEGREES 00 MINUTES 43 SECONDS WEST, 200.06 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 46 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 16 MINUTES 20 SECONDS WEST, 100.00 FEET; THENCE NORTH 18 DEGREES 07 MINUTES 54 SECONDS WEST, 100.01 FEET; THENCE NORTH 17 DEGREES 26 MINUTES 39 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 12 MINUTES 54 SECONDS WEST, 100.00 FEET; THENCE NORTH 16 DEGREES 55 MINUTES 42 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 45 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 16 MINUTES 20 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 12 MINUTES 54 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 02 MINUTES 35 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 23 MINUTES 12 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 46 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 33 MINUTES 31 SECONDS WEST, 37.37 FEET TO THE NORTH LINE OF THAT 200 FOOT WIDE RIGHT OF WAY AND UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, SAID PUBLIC RECORDS; THENCE NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF SAID EASEMENT, 2057.06 FEET; THENCE DEPART SAID NORTH LINE SOUTH 00 DEGREES 27 MINUTES 16 SECONDS EAST, 412.53 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1120.47 FEET AND A CENTRAL ANGLE OF 58 DEGREES 14 MINUTES 31 SECONDS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1138.97 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 2470.00 FEET AND A CENTRAL ANGLE OF 37 DEGREES 30 MINUTES 36 SECONDS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1617.04 FEET; THENCE SOUTH 21 DEGREES 11 MINUTES 11 SECONDS EAST, 246.62 FEET TO THE NORTHERLY LINE OF SAID CITY OF PORT ORANGE, FLORIDA, CITY LIMITS; THENCE SOUTH 68 DEGREES 48 MINUTES 49 SECONDS WEST ALONG SAID NORTHERLY LINE, 1369.06 FEET TO THE POINT OF BEGINNING.)

THENCE SOUTHERLY AND EASTERLY ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF AFOREMENTIONED "ATLANTIS ANNEXATION DESCRIPTION";

THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE NORTH AND EAST PROPERTY LINES OF SAID "ATLANTIS ANNEXATION DESCRIPTION" TO THE CENTERLINE OF A SWALE AS RECORDED IN OFFICIAL RECORDS BOOK 3553, PAGE 0591, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 3553, PAGE 0591) A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AND A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE SOUTH 01°54'42" EAST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 872.25 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 AND THE POINT OF BEGINNING; THENCE DEPARTING THE AFORESAID WEST LINE OF SECTION 18, NORTH 56°25'25" WEST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 948.65 FEET TO THE CENTERLINE OF A SWALE; THENCE DEPARTING THE AFORESAID RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES ALONG THE AFORESAID SWALE CENTERLINE: SOUTH 79°55'31" WEST, A DISTANCE OF 295.92 FEET; THENCE SOUTH 70°05'04" WEST, A DISTANCE OF 392.34 FEET; THENCE SOUTH 56°52'54" WEST, A DISTANCE OF 964.44 FEET; THENCE SOUTH 65°16'40" WEST, A DISTANCE OF 172.61 FEET; THENCE SOUTH 50°23'24" WEST, A DISTANCE OF 277.41 FEET; THENCE SOUTH 45°57'33" WEST, A DISTANCE OF 724.45 FEET; THENCE SOUTH 51°21'20" WEST, A DISTANCE OF 2480.32 FEET TO A GAS TRANSMISSION LINE; THENCE DEPARTING THE AFORESAID SWALE CENTERLINE, THE FOLLOWING COURSES AND DISTANCES ALONG THE AFORESAID GAS TRANSMISSION LINE: SOUTH 37°01'12" EAST, A DISTANCE OF 2170.70 FEET; THENCE SOUTH 35°04'53" EAST, A DISTANCE OF 207.16 FEET; THENCE SOUTH 29°26'02" EAST, A DISTANCE OF 132.92 FEET TO A FENCE MARKING THE NORTH LINE OF PROPERTY OCCUPIED BY BERRIEN BECKS, SR.; THENCE DEPARTING THE AFORESAID GAS TRANSMISSION LINE NORTH 88°27'01" EAST, ALONG THE AFORESAID OCCUPIED LINE A DISTANCE OF 977.25 FEET; THENCE NORTH 89°06'46" EAST, A DISTANCE OF 2767.0/ FEET TO THE SOUTHWEST CORNER OF THE AFORESAID SECTION 18; THENCE SOUTH 88°40'06" EAST ALONG THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 2254.46 FEET TO THE WEST LINE OF A 100' ACCESS ROAD RIGHT-OF-WAY; THENCE, DEPARTING THE AFORESAID SECTION LINE SOUTH 01°28'12" EAST ALONG THE AFORESAID WEST LINE A DISTANCE OF 729.01 FEET: TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 25°33'29", AND A CHORD BEARING OF SOUTH 14°14'46" EAST; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 267.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 27°01'41" EAST, A DISTANCE OF 262.13 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF TAYLOR ROAD, A 100' RIGHT-OF-WAY; THENCE NORTH 62°58'19" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 100.00 FEET TO THE EAST LINE OF THE AFORESAID 100' ACCESS ROAD, RIGHT-OF-WAY; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 27°01'41" WEST ALONG THE AFORESAID EAST LINE A DISTANCE OF 282.13 FEET: TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET. A CENTRAL ANGLE OF 25°33'29", AND A CHORD BEARING OF NORTH 14°14'56" WEST; THENCE RUN NORTHWESTERLY ALONG TH ARC OF SAID CURVE, A DISTANCE OF 223.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTH 01°28'12" WEST. A DISTANCE OF 724.12 FEET TO THE SOUTH LINE OF THE AFORESAID SECTION 18: THENCE DEPARTING THE EAST LINE OF THE AFORESAID 100' ACCESS ROAD RIGHT-OF-WAY SOUTH 88°40'06" EAST ALONG THE SOUTH LINE OF THE AFORESAID SECTION 18 A DISTANCE OF 251.89 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 18; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 18 NORTH 88°58'37" EAST, A DISTANCE OF 1632.37 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID INTERSTATE NO.95; THENCE DEPARTING THE AFORESAID SOUTH LINE OF SECTION 18 NORTH 15°29'35" WEST ALONG THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 542.80 FEET; THENCE NORTH 18°14'26" WEST, A DISTANCE OF 603.51 FEET; THENCE NORTH 24°25'25" WEST, A DISTANCE OF 29.97 FEET; TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3644.83 FEET, A CENTRAL ANGLE OF 32°00'00", AND A CHORD BEARING OF NORTH 40°25'25" WEST ; THENCE RUN NORTHWESTERLY ALONG THE ARC

OF SAID CURVE, A DISTANCE OF 2035.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56°25'25" WEST, A DISTANCE OF 3284.90 FEET TO THE POINT OF BEGINNING; CONTAINING 706.59 ACRES, MORE OR LESS);

THENCE NORTHEASTERLY ALONG SAID CENTERLINE, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD #9), A 350 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79002-2407;

THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE, TO THE WEST LINE OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY ALONG SAID WEST LINE OF SECTION 18, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID INTERSTATE 95 (STATE ROAD #9) AND THE SOUTHEASTERLY CORNER OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORD BOOK 5784, PAGE 3308 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA:

(O.R.B. 5784, PAGE 3308) A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGIN AT THE NORTHWEST CORNER OF HIDDEN LAKE PHASE IV-A, AS RECORDED IN MAP BOOK 40, PAGES 86 AND 87, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S°04'55"W ALONG THE EAST LINE OF SAID SECTION 12, BEING ALSO THE WEST LINE OF SAID HIDDEN LAKE PHASE IV-A, BEING ALSO THE WEST LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN MAP BOOK 41, PAGE 55, OF SAID PUBLIC RECORDS, A DISTANCE OF 1484.04 FEET TO THE SOUTHWEST CORNER OF SAID HIDDEN LAKE PHASE IV-B, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE S0°51'33"E ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 442.01 FEET TO THE NORTHEASTERLY RIGHT OF WAY OF INTERSTATE 95 (STATE ROAD9), A 350 FOOT RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79002-2407; THENCE N55°22'05"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A DISTANCE OF 1484.87 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD RIGHT-OF-WAY WIDTH VARIES, PER EAST COAST BELTLINE, VOLUSIA COUNTY DEPARTMENT OF ENGINEERING, RIGHT-OF-WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992; THENCE N13°02'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, A DISTANCE OF 538.20 FEET; THENCE N76°58'00"W A DISTANCE OF 20.00 FEET; THENCE N13°02'00"E A DISTANCE OF 603.81 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WILLOW RUN BOULEVARD BEING A 200 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 2490, PAGE 998 AND OFFICIAL RECORDS BOOK 2806, PAGE 1370, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S87°57'18"E ALONG SAID WILLOW RUN BOULEVARD A DISTANCE OF 979.84 FEET TO THE POINT OF BEGINNING, CONTAINING 1,721,044 SQUARE FEET OR 39.5097 ACRES MORE OR LESS.

AND

MAP BOOK 39 PAGES 166 AND 167, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND FOR A POINT OF BEGINNING; THENCE N87°57'18"W ALONG THE NORTH RIGHT-OF-WAY LINE OF AFORESAID WILLOW RUN BOULEVARD A DISTANCE OF 535.11 FEET; THENCE N2°04'3"E A DISTANCE OF 508.28 FEET; THENCE N68°54'04"W A DISTANCE OF 45.14 FEET; THENCE N51°38'01"W A DISTANCE OF 24.61 FEET; THENCE N32°27'40"W A DISTANCE OF 28.09 FEET; THENCE N42°12'28"W A DISTANCE OF 14.94 FEET; THENCE N36°21'04"W A DISTANCE OF 27.68 FEET; THENCE N28°43'47"W A DISTANCE OF 32.47 FEET; THENCE N15°53'44"W A DISTANCE OF 67.85 FEET; THENCE N9°15'03"W A DISTANCE OF 3094 FEET; THENCE N0°45'54"E A DISTANCE OF 17.68 FEET TO THE SOUTH LINE OF A FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1664, PAGE 448, OF THE PUBLIC

RECORDS OF VOLUSIA COUNTY OF FLORIDA; THENCE S89°14'45"E A DISTANCE OF 659.33 FEET TO THE NORTHWEST CORNER OF SAID GLENWOOD VILLAGE PHASE II; THENCE N0°04'55"W ALONG THE WEST LINE OF SAID GLENWOOD VILLAGE PHASE II A DISTANCE OF 748.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 412,683 SQUARE FEET OR 9.474 ACRES MORE OR LESS.)

THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 95 TO THE WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY PER VOLUSIA COUNTY RIGHT OF WAY SURVEY PROJECT 4146-1-2, DATED MAY 1992;

THENCE IN A NORTHERLY DIRECTION ALONG SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD TO THE NORTH LINE OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID SOUTHEAST ¼ OF SECTION 12, A DISTANCE OF 200.70 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE SOUTH LINE OF A FLORIDA POWER AND LIGHT COMPANY (FP&L) RIGHT OF WAY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1664, PAGE 448 AND OFFICIAL RECORDS BOOK 2296, PAGE 1094, SAID OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, EASTERLY ALONG THE SOUTH LINE OF SAID FP&L RIGHT OF WAY LINE, 430.46 FEET, TO A POINT 200.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, THE WEST LINE OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY, PARALLEL WITH THE WEST LINE OF SAID SECTION 7, TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID LINE ALSO BEING THE SOUTHERLY BOUNDARY LINE OF TOWN PARK SUBDIVISION AS RECORDED IN OFFICIAL RECORDS BOOK 4280, PAGES 4198-4199 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

(O.R.BOOK 4280, PAGES 4198-4199), LEGAL DESCRIPTION: RESIDENTIAL PARCEL A PORTION OF SECTIONS 1 AND 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE "C", AS RECORDED IN MAP BOOK 44, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY PER SAID THE GROVES PHASE "C"; THENCE N89°48'41"W, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 438, SAID PUBLIC RECORDS; THENCE N89°47'50"W, 69.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 57°46'0"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 1159.45 FEET; THENCE S32°26'10"W, 549.45 FEET TO THE POINT OF BEGINNING; THENCE S44°33'09"E, 663.77 FEET; THENCE S89°19'25"E, 827.82 FEET TO THE WESTERLY LINE OF SAID EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT; THENCE S00°11'27"W, ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID MAIN DRAINAGE CANAL EASEMENT, 536.11 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF 64°42'14" AND A CHORD BEARING OF S32°07'42"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 542.06 FEET TO A POINT THAT IS 200.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID SECTION 12; THENCE S00°05'07"W, PARALLEL WITH SAID EAST LINE OF SECTION

12, A DISTANCE OF 2173.19 FEET TO THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 12; THENCE N89°57'22"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ¼ OF SECTION 12 AND THE NORTH LINE OF A FLORIDA POWER AND LIGHT COMPANY RIGHT OF WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1664, PAGE 448, SAID PUBLIC RECORDS, 671.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE, 200 FOOT RIGHT OF WAY PER VOLUSIA COUNTY RIGHT OF WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992) AND A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2964.79 FEET, A CENTRAL ANGLE OF 43°08'11" AND A CHORD BEARING OF N26°04'54"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 2232.11 FEET; THENCE N47°38'59"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, 987.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'09"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET; THENCE N42°21'10"E; 682.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2550.00 FEET AND A CENTRAL ANGLE OF 09°55'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 441.35 FEET; THENCE N32°26'10"E, 134.27 FEET TO THE POINT OF BEGINNING. CONTAINING 100.38 ACRES, MORE OR LESS.);

THENCE WESTERLY ALONG SAID SOUTHERLY BOUNDARY LINE, AND THE SOUTH LINE OF SAID NORTHEAST 1/4, 671.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY, AS SHOWN ON A VOLUSIA COUNTY, FLORIDA RIGHT OF WAY MAP, PROJECT NUMBER 4146-1-2, DATED MAY 1992;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE NORTH LINE OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND PROCEEDING IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 12 TO THE INTERSECTION OF SAID NORTH LINE WITH THE WESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD:

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE AND THE NORTH LINE OF THAT PROPERTY DESCRIBED IN O.R. BOOK 5804, PAGE 3326 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.B. 5804, PG. 3326) LEGAL DESCRIPTION - A PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE "C", AS RECORDED IN MAP BOOK 44, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE N89°48'41"W ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 438, SAID PUBLIC RECORDS; THENCE N00°11'27"E ALONG SAID CENTERLINE, 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE; THENCE N89°47'50"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 68.99 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,250.00 FEET AND A CENTRAL ANGLE OF 57°46'00"; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND THE ARC OF SAID CURVE, 1260.27 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE S32°26'10"W, 682.72 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 2,450.00 FEET AND A CENTRAL ANGLE OF

09°55'00"; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 424.04 FEET; THENCE S42°21'10"W ALONG SAID RIGHT OF WAY LINE, 207.85 FEET; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE, N47°38'59"W, 700.00 FEET; THENCE S42°21'10"W, 500.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY; THENCE N47°38'59"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 746.27 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 3,728.32 FEET AND A CENTRAL ANGLE OF 08°40'17"; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 564.26 FEET; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE, N°28'29"E, 308.54 FEET TO THE BEGINNING OF CURVE CONCAVE SOUTH HAVING A RADIUS OF 1937.10 FEET AND A CENTRAL ANGLE OF 39°43'41"; THENCE EASTERLY ALONG THE RC OF SAID CURVE, 1,343.16 FEET; THENCE S89°47'50"E, 2,138.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,008,217.51 SQUARE FEET OR 69.059 ACRES, MORE OR LESS,

TOGETHER WITH THE 200 FOOT RIGHT OF WAY KNOWN AS WILLIAMSON BOULEVARD ADJOINING THE CITY OF PORT ORANGE AND COMMENCING AT A POINT ON THE EAST RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND BEING APPROXIMATELY 1446 FEET NORTH OF THE NORTH LINE OF THE MADELINE AVENUE RIGHT OF WAY AND EXTENDING IN A SOUTHERLY DIRECTION ALONG THE EAST RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NE ¼ OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 E, VOLUSIA COUNTY, FLORIDA.)

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN O.R. BOOK 5804, PAGE 3326 TO THE INTERSECTION OF SAID NORTH LINE WITH THE CENTERLINE OF MAIN DRAINAGE CANAL, AN 80 FOOT RIGHT OF WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGES 430-444 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 847, PAGES 430-444) DESCRIPTION FOR THE MAIN DRAINAGE CANAL EASEMENT 80 FEET WIDE IN T15 & 16S, R32 & 33E, THE CENTER LINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SECTION 18, T16S, R33E, SAID POINT BEING 1320 FEET MORE OR LESS SOUTH OF THE NE CORNER THEREOF; THENCE NORTHWESTERLY TO A POINT BEING 440 FEET WEST OF THE EAST LINE OF SAID SECTION 18; THENCE NORTHERLY AND PARALLEL TO AND AT A DISTANCE OF 440 FEET FROM THE SAID EAST LINE FOR A DISTANCE OF 860 FEET MORE OR LESS TO THE NORTH LINE OF SECTION 18, T16S, R33E; THENCE FOLLOWING THE MEANDERING NATURAL DRAINAGE SWALE NORTHWESTERLY IN SECTION 7, T16S, R33E TO ITS INTERSECTION WITH AN EXISTING DITCH ON THE WEST LINE OF THE E ½ OF THE SE ¼ OF SAID SECTION 7, SAID POINT OF INTERSECTION BEING 440 FEET SOUTH OF THE NW CORNER OF SAID E ½ OF SE ¼ OF SECTION 7; THENCE WESTERLY AND PARALLEL TO AND BEING 440 FEET SOUTHWESTERLY OF THE NORTH LINE OF THE SE ¼ OF SAID SECTION 7 TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 7, SAID POINT BEING 440 FEET SOUTH OF THE CENTER OF SECTION 7; THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT IN THE EAST-WEST CENTER LINE OF SECTION 7, SAID POINT BEING 440 FEET WEST OF THE CENTER OF SECTION 7; THENCE NORTH AND PARALLEL TO THE EAST LINE OF THE NW ¼ OF SAID SECTION 7, TO A POINT BEING 880 FEET SOUTH OF THE NORTH LINE THEREOF, SAID POINT ALSO BEING 440 FEET WEST OF THE SAID EAST LINE OF THE NW ¼ OF SAID SECTION 7 THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT BEING 440 FEET SOUTH OF THE NORTH LINE OF SECTION 7, AND 880 FEET WEST OF THE EAST LINE OF THE NW ¼ OF SAID SECTION 7; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 7 AND 440 FEET SOUTHERLY THEREOF TO A POINT IN THE WEST LINE OF SECTION 7, SAID POINT BEING ALSO IN THE EAST LINE OF SECTION 12, T16S, R32E, 440 FEET SOUTH OF THE NE CORNER THEREOF; THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT BEING 440 FEET WEST OF THE NE CORNER OF SECTION 12,

SAID POINT ALSO TO THE EAST LINE OF SECTION 1, T16S, R32E; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SECTION 1, T16S, R32E, AND 440 FEET WESTERLY THEREOF TO THE NORTH LINE THEREOF; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SECTION 36, T15S, R32E, AND 440 FEET WESTERLY THEREOF FOR A DISTANCE OF 3300 FEET MORE OR LESS TO AN INTERSECTION WITH A NATURAL DRAINAGE SWALE; THENCE NORTHWESTERLY IN SAID SWALE TO A POINT WHICH IS 440 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 36, BEING 2150 FEET MORE OR LESS WEST FROM THE EAST LINE OF SAID SECTION 36, THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 36 AND 440 FEET SOUTHERLY THEREOF TO THE WEST LINE OF SAID SECTION 36; THENCE CONTINUING WEST ALONG THE SAID PARALLEL LINE BEING 440 FEET SOUTHERLY OF THE NORTH LINE OF SECTION 35, T15S, R32E, FOR A DISTANCE OF 1500 FEET MORE OR LESS TO THE TERMINUS IN A NATURAL DRAINAGE SWALE);

THENCE NORTHERLY ALONG SAID CENTER LINE, TO A POINT IN SECTION 36, TOWNSHIP 15, SOUTH RANGE 32 EAST;

THENCE DEPARTING SAID CENTERLINE AT AN INTERIOR ANGLE OF 90°05'08" EASTERLY A DISTANCE OF 389.31 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 36, SAID POINT BEING 1650.64 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SECTION 36, AS MEASURED ALONG SAID SECTION LINE;

THENCE ALONG THE WEST LINE OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST, TO A POINT 1651.73 FEET NORTHERLY OF THE SOUTHWEST CORNER THEREOF, AS MEASURED ALONG SAID LINE;

THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31, TO THE EAST LINE OF GOVERNMENT LOT 5, SAID SECTION 31;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 1650 FEET OF GOVERNMENT LOT 6 TO THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD;

THENCE ALONG SAID RIGHT OF WAY LINE, TO THE NORTHWEST CORNER OF THE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3907, PAGE 4705, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 3907, PAGE 4705) PARCEL 4: A PORTION OF THE NORTH 660 FEET OF THE EAST 660 FEET OF THE SOUTH 1650 FEET OF GOVERNMENT LOT 6, SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS;

AS A REFERENCE POINT, COMMENCE AT A PRM MARKING THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 6; THENCE N0°16'30"W A DISTANCE OF 1650.00 FEET; THENCE N88°47'23"W A DISTANCE OF 126.58 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE S0°16'30"E A DISTANCE OF 158 FEET; THENCE S88°47'23"E A DISTANCE OF 1.58 FEET TO A POINT; THENCE S0°16'30"E A DISTANCE OF 64.70 FEET TO A POINT; THENCE N88°47'23"W A DISTANCE OF 374.37 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE SAID CLYDE MORRIS BOULEVARD; THENCE N31°34'0"W ALONG SAID EAST RIGHT-OF-WAY LINE OF CLYDE MORRIS BOULEVARD A DISTANCE OF 264.78 FEET; THENCE S88°47'23"E A DISTANCE OF 510.36 FEET TO THE POINT OF BEGINNING);

THENCE EASTERLY, SOUTHERLY, AND WESTERLY ALONG THE BOUNDARY OF SAID PARCEL 4, TO THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD;

THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE, TO THE NORTH LINE OF THE SOUTH 330 FEET OF THE NORTH 990 FEET OF THE SOUTH 1650 FEET OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE WEST LINE OF GOVERNMENT LOT 7, SAID SECTION 31;

THENCE SOUTHERLY ALONG THE SAID WEST LINE OF GOVERNMENT LOT 7 TO THE NORTH LINE OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 1028 FEET, TO THE WEST LINE OF THE EASTERLY 889.93 FEET OF SAID GOVERNMENT LOT 7;

THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EASTERLY 889.93 FEET, TO THE SOUTH LINE OF THE NORTHERLY 125 FEET OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE EAST LINE OF THE WESTERLY 470.00 FEET OF THE EASTERLY 889.93 FEET OF SAID GOVERNMENT LOT 7;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE SAID NORTH LINE OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 1028 FEET, TO THE WEST LINE OF GOVERNMENT LOT 8 SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE NORTH LINE OF THE SOUTHERLY 20 ACRES OF SAID GOVERNMENT LOT 8;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE EAST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE WESTERLY LINE OF THE TOWN OF BLAKE AS RECORDED IN MAP BOOK 1, PAGE 30, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID TOWN OF BLAKE, TO THE WESTERLY LINE OF THE MAP OF DUNLAWTON AS RECORDED IN MAP BOOK 14 PAGES 83-84, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF THE MAP OF DUNLAWTON, TO THE NORTH LINE OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID NORTH LINE OF SECTION 5, TO THE PARCEL RECORDED IN OFFICIAL RECORDS BOOK 1724, PAGES 1902-1904, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 1724, PAGES 1902-1904) LOT 1, BLOCK 8, EXCEPT THE NORTHERLY 75 FEET THEREOF, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 1, SUBDIVISION OF LOTS 1, 2, AND 4, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WEST AND NORTH OF THE FOLLOWING DESCRIBED LINE COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 8, DUNLAWTON; THENCE S65°W A DISTANCE OF 500 FEET; THENCE TO A POINT WHICH LIES 600 FEET S65°W OF THE SOUTHWEST CORNER OF LOT 4, BLOCK 1, DUNLAWTON; THENCE TO THE NEAREST POINT WHERE THE LINE WILL STRIKE THE NATURAL BOUNDARY OF "BUTLER BRANCH"; THENCE FOLLOWING THE COURSE THEREOF IN A GENERAL WESTERLY DIRECTION TO THE WEST LINE OF LOT 2, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 2, PAGE 69, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 1, DUNLAWTON; THENCE S25°E ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 410.5 FEET TO THE

POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF LOT 1, SUBDIVISION OF LOT 1, 2, AND 4, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AFORESAID, A DISTANCE OF 551.68 FEET TO A POINT; THENCE S25°E, A DISTANCE OF 572.65 FEET TO A POINT; THENCE N65°E A DISTANCE OF 500 FEET TO A POINT IN THE WEST LINE OF BLOCK 8, DUNLAWTON; THENCE NORTH ALONG THE WEST LINE OF BLOCKS 1 AND 8, DUNLAWTON, A DISTANCE OF 339.5 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS: LOT 1, BLOCK 8, EXCEPT THE NORTHERLY 75 FEET THEREOF, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 1, SUBDIVISION OF LOTS 2 AND 4 OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT Q, BLOCK 8, SAID DUNLAWTON SUBDIVISION; THENCE S65°14'55"W A DISTANCE OF 540.47 FEET; THENCE S15°56'27"E A DISTANCE OF 705 FEET MORE OR LESS TO THE NATURAL BOUNDARY OF "BUTLER BRANCH"; THENCE FOLLOWING THE COURSE THEREOF IN A GENERAL WESTERLY DIRECTION TO THE WEST LINE OF LOT 2, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 2, PAGE 68, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N0°50'10"E ALONG THE WEST LINE OF SAID U.S. LOT 2, A DISTANCE OF 2100 FEET MORE OR LESS; THENCE S26°59'44"E A DISTANCE OF 572.75 FEET; THENCE N63°00'16"E A DISTANCE OF 500 FEET; THENCE S26°59'44"E A DISTANCE OF 585 FEET TO THE POINT BEGINNING. CONTAINING 46.57 ACRES MORE OR LESS);

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID PARCEL, TO THE SOUTH LINE OF THE NORTHERLY 75 OF LOT 1, BLOCK 8, SAID MAP OF DUNLAWTON;

THENCE ALONG SAID SOUTH LINE OF THE NORTHERLY 75 FEET, TO THE EAST LINE OF SAID LOT 1, BLOCK 8;

THENCE SOUTHERLY AND WESTERLY ALONG SAID LOT 1 BLOCK 8, TO THE SOUTHWEST CORNER THEREOF;

THENCE CONTINUE ALONG SAID PARCEL RECORDED IN BOOK 1724 PAGES 1902-1909 WESTERLY TO THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD 5A (NOVA ROAD) VOLUSIA COUNTY, SECTION 79190-2510, SHEET 6 OF 17;

THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF ALICE STREET, AS SHOWN ON SAID MAP OF DUNLAWTON;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY LINE OF LOT 2, BLOCK 9, SAID MAP OF DUNLAWTON;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 2, BLOCK 9 TO THE SOUTHEAST CORNER THEREOF;

THENCE EASTERLY ALONG THE NORTH LINE OF LOT 4, BLOCK 10, SAID MAP OF DUNLAWTON TO THE NORTHEAST CORNER THEREOF;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 2, BLOCK 10, SAID MAP OF DUNLAWTON, TO THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, BLOCK 10, TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 165 FEET OF LOT 3 BLOCK 7, SAID MAP OF DUNLAWTON;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 264 FEET OF SAID LOT 3;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE CENTERLINE OF SAID PEPPERHILL ROAD;

THENCE NORTHERLY ALONG SAID CENTERLINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF SHELDON AVENUE AS SHOWN ON SAID MAP OF DUNLAWTON;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF LOT 1, BLOCK 6, SAID MAP OF DUNLAWTON;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 1, BLOCK 6, TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF LOT 3, BLOCK 6, OF SAID MAP OF DUNLAWTON, TO THE SOUTHERLY LINE OF THE NORTHERLY 50 FEET OF SAID LOT 3, BLOCK 6;

THENCE EASTERLY ALONG SAID LINE, TO THE EASTERLY LINE OF SAID LOT 3, BLOCK 6;

THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOT 3, BLOCK 6, LOT 2, BLOCK 11 AND LOT 3, BLOCK 11, SAID MAP OF DUNLAWTON, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE;

THENCE EASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF SAID MAP OF DUNLAWTON;

THENCE NORTHERLY ALONG SAID EASTERLY LINE OF THE MAP OF DUNLAWTON, TO THE NORTH LINE OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE EASTERLY ALONG SAID NORTH LINE OF SECTION 4, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCELS:

PARCEL "A"

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, WEST OF CLYDE MORRIS BOULEVARD, OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXCEPT THE SOUTH 930 FEET THEREOF.

PARCEL "C"

THE SOUTH 1/5, OF THE NE 1/4, OF THE SE 1/4 OF SAID SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST TOGETHER WITH;

THE NORTH 1/2, OF THE SE 1/4, OF THE SE 1/4 OF SAID SECTION 6, TOGETHER WITH;

THE EASTERLY 30 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, TOGETHER WITH;

THE EASTERLY 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST LYING EASTERLY OF CLYDE MORRIS BOULEVARD.

PARCEL "D"

THE SOUTH 350 FEET OF THE EAST 100 FEET OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST.

PARCEL "E":

THE NORTH 110 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH RANGE 33 EAST, EXCEPT THE EAST 32.50 FEET THEREOF.

PARCEL "F":

THE EAST 13 CHAINS, OF THE NE 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

LESS AND EXCEPT THAT PORTION LYING WITHIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2639, PAGE 0179; PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

LESS AND EXCEPT THAT PORTION LYING WITHIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 7537, PAGE 4437, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,

LESS AND EXCEPT THAT PORTION LYING WITHIN AND NORTHEASTERLY OF AIRPORT ROAD.

PARCEL "G"

THE SE 1/4 OF THE SE 1/4, OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST; LESS AND EXCEPT THAT PORTION LYING WITHIN "THE SANCTUARY ON SPRUCE CREEK, PHASE 1", AS RECORDED IN MAP BOOK 45, PAGES 48-51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

LESS AND EXCEPT THAT PORTION LYING WITHIN AIRPORT ROAD.

PARCEL "H"

COMMENCE AT THE SW CORNER OF THE NW 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE EAST ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 29, 327.4 FEET TO THE WEST R/W OF COUNTY ROAD;

THENCE NORTH 16 DEGREES, 41 MINUTES EAST ALONG SAID R/W, 184.5 FEET FOR THE POINT OF BEGINNING;

THENCE NORTH 16 DEGREES, 41 MINUTES EAST ALONG SAID R/W, 437.08 FEET;

THENCE NORTHERLY, 353.5 FEET ALONG SAID R/W, BEING AN ARC OF A CURVE WITH A RADIUS OF 432.78 FEET AND AN ANGLE OF 46 DEGREES, 48 MINUTES;

THENCE WEST 1159.65 FEET TO THE CENTER OF SPRUCE CREEK;

THENCE ALONG CENTER OF SAID SPRUCE CREEK SOUTH 28 DEGREES, 14 MINUTES WEST, 37.7 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 11 DEGREES, 00 MINUTES WEST, 158 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 08 DEGREES, 22 MINUTES EAST, 51.1 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 29 DEGREES, 00 MINUTES EAST, 400 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 09 DEGREES, 57 MINUTES EAST, 173.36 FEET;

THENCE EAST 889.9 FEET TO POINT OF BEGINNING, CONTAINING 19.2 ACRES MORE OR LESS, BEING IN THE SW 1/4 OF THE NW 1/4 OF SECTION 29 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST DESCRIPTION PER OFFICIAL RECORDS BOOK 567 PAGE 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PORTION OF SAID PROPERTY IN SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST RESIDING WITHIN THE CORPORATE BOUNDARY OF THE CITY OF PORT ORANGE.

PARCEL "I"

ALL THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH RANGE 32 EAST LYING EASTERLY OF THE EAST RIGHT OF WAY OF TAYLOR ROAD AS RECORDED IN RIGHT OF WAY BOOK 1, PAGES 40-46 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.B. 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12"W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF THE OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD 1044.664 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44"E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44"E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE ¼, NE ¼, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST ½, NE ¼, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT; N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING.)

PARCEL "J"

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 3959.99 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST 118.33 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD, A 100 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 995.59 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST 302.92 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS WEST 254.77 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD; THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

PARCEL "K"

ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WESTERLY OF THE WEST LINE OF THE EAST 270.00 FEET OF SAID NORTHWEST 1/4 AND SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF TAYLOR ROAD AS RECORDED IN RIGHT OF WAY BOOK 1, PAGES 40-46 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH THE SOUTHWEST 1/4 OF SAID SECTION 19, LESS AND EXCEPT THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12"W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF THE OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD 1044.664 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44"E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44"E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

PARCEL "L"

(Official Records Book 3619, Page 1288) A portion of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 16 South, Range 32 East, described as follows : Beginning at a concrete monument marking the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 24; thence West along the North line of the Northeast 1/4 of the Southeast 1/4 of said Section 24 a distance of 385.3 feet to the Place of Beginning of Parcel 1; thence South a distance of 510.39 feet to a point in the Westerly right of way line of Samsula-Port Orange Road (a 100.00 foot right of way as proposed); thence South 39 degrees 53 minutes West along the Westerly boundary of said proposed road a distance of 140.29 feet; thence North 10 degrees 32 minutes 40 seconds West a distance of 628.65 feet; thence East a distance of 205.0 feet to the Place of Beginning.

PARCEL "M"

A portion of the NE 1/4 of the SE 1/4 of Section 24, Township 16 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 24, Township 16 South, Range 32 East, Volusia County, Florida; thence North 00°00'00" East, a distance of 208.80 feet along the West line of the NE 1/4 of the SE 1/4 of said Section 24 to a point on the Southwesterly line of Parcel 1 as described in Official Records Book 7058, Pages 4250 through 4251, Public Records of Volusia County, Florida; thence South 41°45'28" East, a distance of 278.35 feet along the Southwesterly line of said Parcel 1 to a point on the South line of said NE 1/4 of the SE 1/4; thence South 89°38'31" West, a distance of 185.38 feet along said South line to the POINT OF BEGINNING.

ALSO

PARCEL IDENTIFICATION NUMBER 24-16-32-00-00-0080-6224-00-00-0080

(Official Records Book 6726, Page 482) The Northerly 175 feet of the Southerly 325 feet of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 16 South, Range 32 East, as lies Easterly of the center line of a county road known as Samsula Road, Volusia, County Florida.

ALSO

PARCEL IDENTIFICATION NUMBER 24-16-32-00-00-0090-6224-00-00-0090

(Official Records Book 4214, Page 111) Part of the Northeast quarter of the Southeast quarter, Section 24, Township 16 South, Range 32 East, described as follows: the Southerly 150 feet as lies Easterly of a county maintained road known as "Samsula Road" the said parcel being subject to the use of the public for road purposes in and over that part maintained by Volusia, County, Florida, Board of County Commissioners.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE 1/4, NE 1/4, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST 1/2, NE 1/4, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L.

GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT; N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING.);

AND ALSO THAT PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 3838, PAGE 1888 OF SAID PUBLIC RECORDS AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 3838, PAGE 1888) PARCEL A:

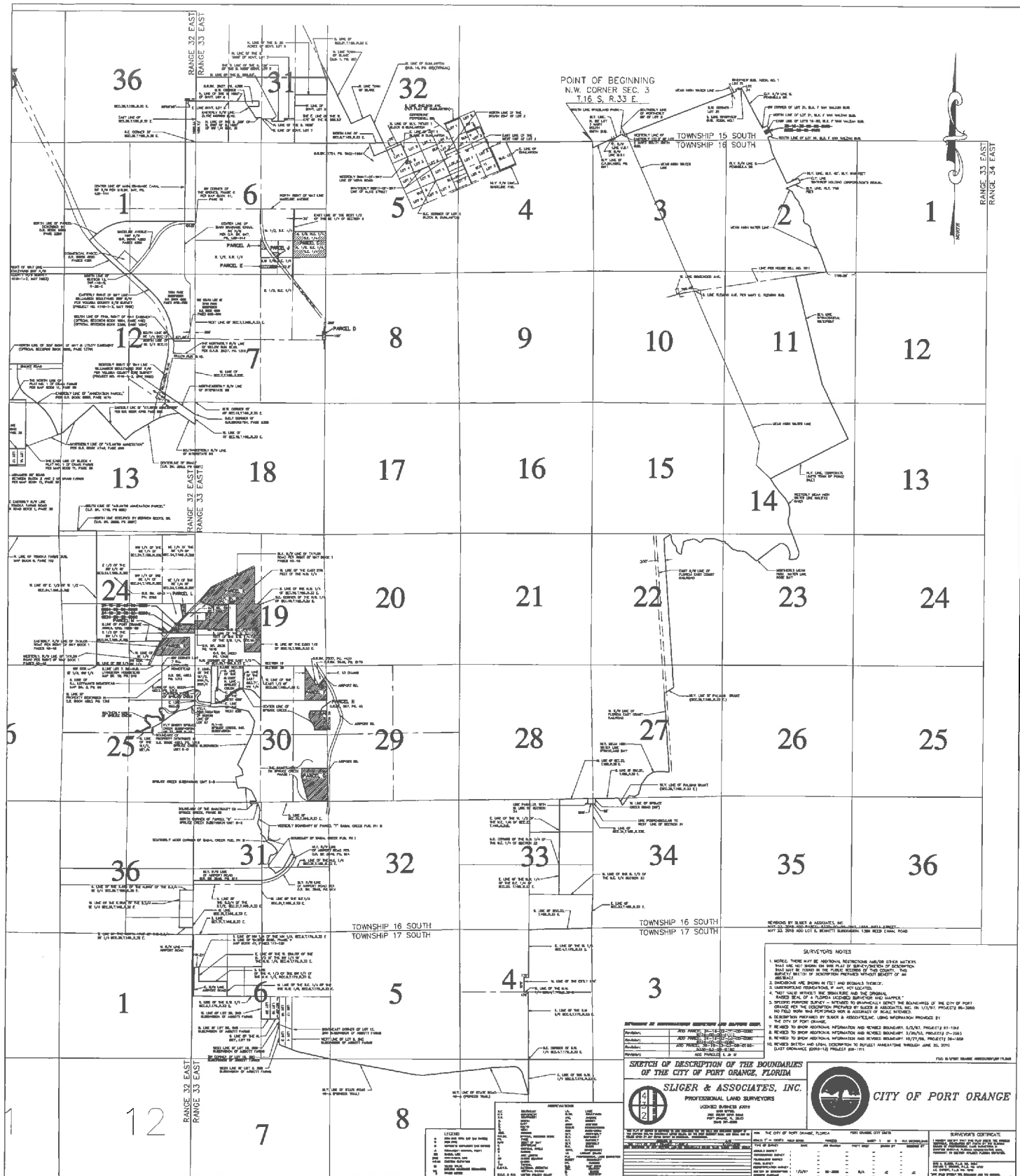
PART OF THE NW 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE NW 1/4, SECTION 19, TOWNSHIP 16-S, RANGE 33-E AND PART OF THE NE 1/4 OF THE SE 1/4, SECTION 24, TOWNSHIP 16-S, RANGE 32-E VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NW CORNER OF THE SW 1/4 OF SAID SEC. 19; THENCE N 87° 16' 16" E ALONG THE N LINE OF SAID SW 1/4 FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.; THENCE N36° 51' 35" E. ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT. TO THE POINT OF BEGINNING: THENCE S71° 20' 15" E. 178.75 FT.: THENCE S02° 39' 15" E. 342.04 FT. TO THE FENCED AND OCCUPIED SOUTH LINE OF THE NORTH 330 FT. OF THE NW 1/4 OF THE SW 1/4, SECTION 19-16-33: THENCE S87° 20' 45" W. ALONG THE ABOVE DESCRIBED SOUTH LINE AND THE EXTENSION THEREOF FOR A DISTANCE OF 502.19 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.: THENCE N36° 51' 35"E. ALONG SAID EASTERLY RIGHT-OF-WAY FOR A DISTANCE OF 527.55 FT. TO THE POINT OF BEGINNING, CONTAINING 3.00 ACRES, MORE OR LESS, BUT SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PARCEL B:

PART OF THE NW 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE NW 1/4 SECTION 19, TOWNSHIP 16S, RANGE 32E, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE SW 1/4 OF SAID SEC. 19: THENCE N87° 16' 16"E ALONG THE NORTH LINE OF SAID SW 1/4 FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.: THENCE N36° 51' 35"E ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT.: THENCE S71° 20' 15"E 178.75 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE S71° 20' 15"E 329.58 FT.: THENCE S03° 49' 18"E 222.33 FT. TO THE FENCED AND OCCUPIED SOUTH LINE OF THE NORTH 330 FT. OF THE NW 1/4 OF THE SW 1/4, SEC. 19-16-33: THENCE S87° 20' 45" W ALONG ABOVE DESCRIBED SOUTH LINE FOR A DISTANCE OF 311.58 FEET: THENCE N02° 39' 15" E 342.04 FT. TO THE POINT OF BEGINNING, CONTAINING 2.00 ACRES, MORE OR LESS, BUT SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



SURVEYOR'S NOTES

1. MONUMENTS: THESE ARE THE ORIGINAL MONUMENTS AND/OR OTHER MONUMENTS THAT HAVE BEEN PLACED ON THE PLAT BY THE SURVEYOR. THE SURVEYOR HAS BEEN ADVISED BY THE CITY OF PORT ORANGE THAT THE MONUMENTS ARE IN PLACE AND HAVE NOT BEEN MOVED OR DESTROYED.
2. CORRECTIONS: THESE ARE THE CORRECTIONS TO THE PLAT. THE SURVEYOR HAS BEEN ADVISED BY THE CITY OF PORT ORANGE THAT THE CORRECTIONS ARE CORRECT AND HAVE BEEN MADE TO THE PLAT.
3. REMARKS: THESE ARE THE REMARKS TO THE PLAT. THE SURVEYOR HAS BEEN ADVISED BY THE CITY OF PORT ORANGE THAT THE REMARKS ARE CORRECT AND HAVE BEEN MADE TO THE PLAT.
4. REMARKS: THESE ARE THE REMARKS TO THE PLAT. THE SURVEYOR HAS BEEN ADVISED BY THE CITY OF PORT ORANGE THAT THE REMARKS ARE CORRECT AND HAVE BEEN MADE TO THE PLAT.
5. REMARKS: THESE ARE THE REMARKS TO THE PLAT. THE SURVEYOR HAS BEEN ADVISED BY THE CITY OF PORT ORANGE THAT THE REMARKS ARE CORRECT AND HAVE BEEN MADE TO THE PLAT.
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8. REMARKS: THESE ARE THE REMARKS TO THE PLAT. THE SURVEYOR HAS BEEN ADVISED BY THE CITY OF PORT ORANGE THAT THE REMARKS ARE CORRECT AND HAVE BEEN MADE TO THE PLAT.
9. REMARKS: THESE ARE THE REMARKS TO THE PLAT. THE SURVEYOR HAS BEEN ADVISED BY THE CITY OF PORT ORANGE THAT THE REMARKS ARE CORRECT AND HAVE BEEN MADE TO THE PLAT.
10. REMARKS: THESE ARE THE REMARKS TO THE PLAT. THE SURVEYOR HAS BEEN ADVISED BY THE CITY OF PORT ORANGE THAT THE REMARKS ARE CORRECT AND HAVE BEEN MADE TO THE PLAT.

SKETCH OF DESCRIPTION OF THE BOUNDARIES OF THE CITY OF PORT ORANGE, FLORIDA

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

JOHN SLIGER
JAMES SLIGER
DAVID SLIGER

THE CITY OF PORT ORANGE, FLORIDA
PORT ORANGE CITY DATA

DATE OF SURVEY: 1/1/17
DATE OF PLAT: 1/1/17
DATE OF RECORD: 1/1/17

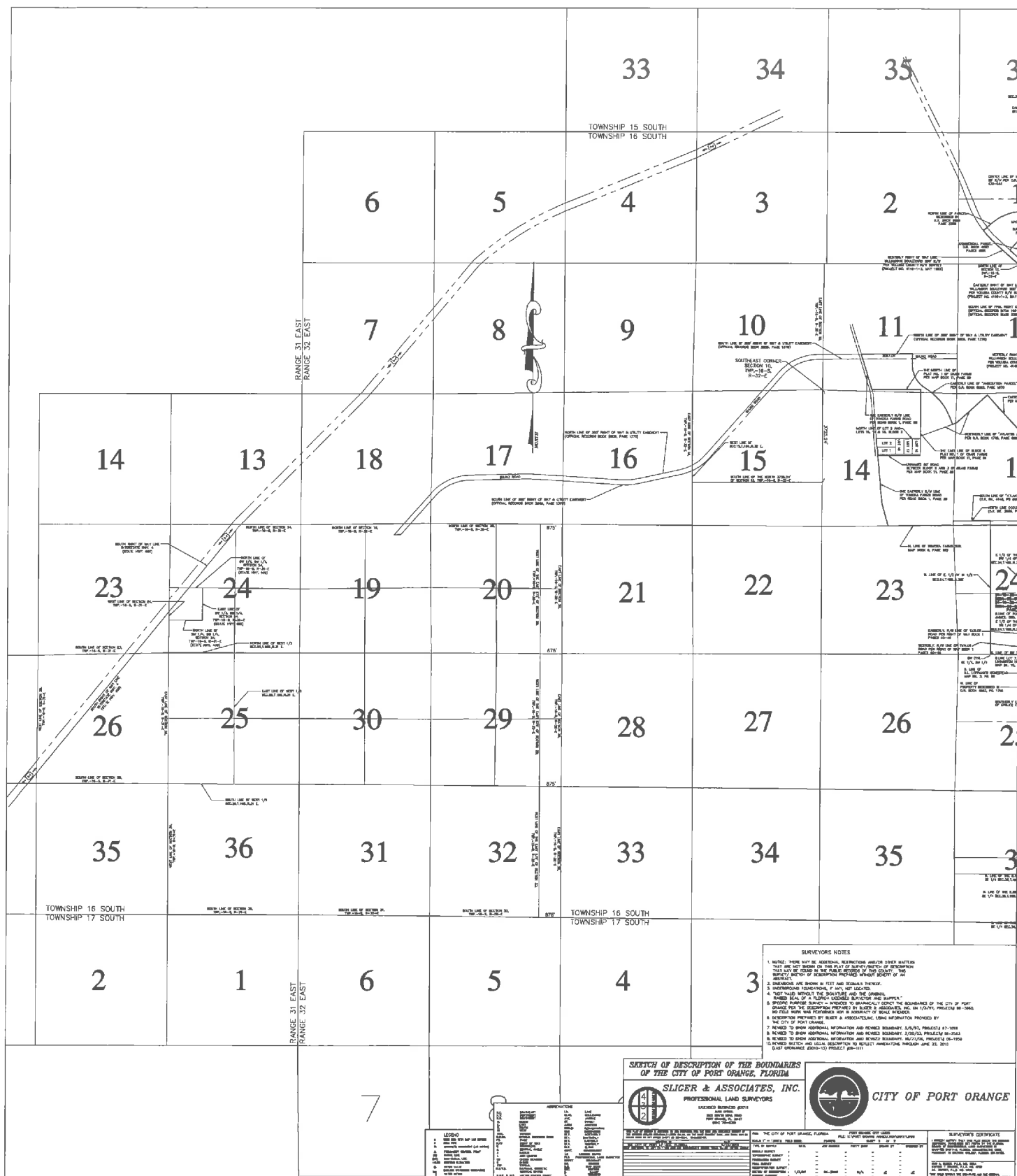


SURVEYOR'S CERTIFICATE

I, **JOHN SLIGER**, a duly licensed Professional Land Surveyor in the State of Florida, do hereby certify that the foregoing is a true and correct copy of the original survey and plat as the same appears in my records.

WITNESSED MY HAND AND SEAL OF OFFICE this 1st day of January, 2017.

JOHN SLIGER
Professional Land Surveyor
No. 12345





STAFF REPORT

ANNEXATION/1389 REED CANAL ROAD
CASE NO. 18-10000002

REQUEST: Annex ± 9.91 acres of property into the City of Port Orange

LOCATION: 1389 Reed Canal Road (Figure 1 - Location Map)

OWNER/APPLICANT: POA Development LLC

STAFF RECOMMENDATION: **Approval**

STAFF CONTACT: Penelope Cruz, Interim Planning Manager (386) 506-5671

CITY COUNCIL DATE: June 19, 2018

PROPERTY OVERVIEW

The applicant is requesting to annex a ± 9.91 -acre parcel into the City and include it as part of an overall ± 29.7 -acre development site. If approved, the applicant intends to submit development applications to change the Future Land Use designation of the 9.91-acre property from Volusia County *Urban Low Intensity (ULI)* (0.2 – 4 units/acre) to City of Port Orange *Urban High Density Residential* (8-16 units/acre) and rezone the 29.7-acre site to Planned Unit Development (PUD), to allow the construction of a ± 310 -unit multi-family development.



STATE REQUIRED LOCATIONAL CRITERIA

Florida Law requires unincorporated parcels to meet three locational criteria before a municipality may annex them. Pursuant to section 171.043(1) Florida Statutes, this report certifies that the area to be annexed is: 1) contiguous to the City of Port Orange boundaries; 2) reasonably compact (does not contribute to urban sprawl); and 3) not currently part of the incorporated area of another municipality.

LAND USES, ZONING AND EXISTING USES

The subject property is currently vacant with rock/concrete debris piles scattered throughout. The subject property was used as a construction and debris disposal facility until 1992. The subject property is accessed from Reed Canal Road, which is a collector road. The subject property is surrounded by multi-family and office to the north, the Southwinds soccer fields and single-family to the south, vacant land zoned for multi-family and commercial uses to the west, and Atlantic High School to the east. The surrounding Future Land Use (FLU) and Zoning are shown on the attached maps (Exhibits A and B).

The County Future Land Use (FLU) and Zoning designations on the property will need to be changed to City of Port Orange. According to the applicant, the intent is to submit a FLU amendment to change the FLU designation for the 9.91-acre annexed parcel to *Urban High Density* (8-16 units/acre) and then combine the annexed parcel with an existing parcel already located within Port Orange to create a 29.7-acre site and request the 29.7-acre parcel be zoned to City of Port Orange "PUD" (Planned Unit Development). At the time of writing this report, the applicant has not officially submitted a FLU amendment or rezoning application for the subject property or the overall 29.7-acre property, so the actual number of dwelling units used to evaluate the request represents the theoretical maximum (39) that could be developed if the 9.91-acre property had Port Orange FLU and Zoning designations similar to the current Volusia County FLU and zoning designations.

However, as part of the annexation materials provided to City staff for their review, staff were made aware that if the annexation is approved by the City Council, the applicant intends to submit development applications to change the FLU for the 9.91-acre property and rezone the 29.7-acre parcel to PUD to develop a 310-unit multi-family development. City staff were asked to also consider the future proposal in their analysis and provide back of any possible service issues with development of a 310-unit multi-family development on 29.7-acres. Based on the responses back, no services issues were identified for either scenario; however, as typically completed with all FLU and rezoning applications, all public facilities including roads, sewer, water, drainage, parks, and schools will be analyzed at the time the applications are submitted to verify adequate capacity to accommodate the proposed amendment.

IMPACT TO CITY SERVICES

A memo was sent to various City departments, including Police, Fire and Rescue, Public Utilities, Finance, Public Works, and Parks and Recreation. Based upon the responses received from the City departments and the impact analysis, there is adequate capacity to accommodate the proposed annexation of the 9.91-acre parcel.

Potable Water, Sanitary Sewer, and Reclaimed Water

The City currently has available well and Consumptive Use Permit (CUP) capacity to serve the proposed development of the property with potable water. The City also currently has available sewer capacity to accommodate the proposed development of the property. Reclaimed water is not available or planned for this area.

Solid Waste

Upon annexation and development, the subject property will be required to receive solid waste collection and disposal service by the City's solid waste private contractor.

Stormwater Management

There is no impact to the City's drainage system anticipated with the annexation. The City's Comprehensive Plan and Land Development Code (LDC) require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future development of the subject property will be required to address stormwater retention on the property in accordance with the LDC.

Transportation

There is no increase in the number of vehicular trips as a result of the 9.91-acre property annexing into the City of Port Orange. According to the latest traffic counts taken by Volusia County, capacity remains on the roadway segments adjacent to the subject property. However, any development of this property will be required to comply with the City's concurrency management standards. The City will require the submittal of a traffic study at the time a final site plan or subdivision is submitted for this property, or for an overall project that includes the subject property, to fully assess the impacts of the development on the surrounding roadway network and to identify any roadway improvements that might be needed. Similar to other developments within this area of the City, the developer may be required to enter into a Fair-Share and Concurrency Agreement with the City, and possibly Volusia County, to pay for part of the scheduled improvements for the impacted areas.

Roadway Segment	Maintaining Agency	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity
Reed Canal Road (Nova Road to Clyde Morris Blvd.)	Volusia County (VC)	E	13,640	7,050	6,590 (48%)
Clyde Morris Boulevard (N. City limits to Madeline Ave.)	Volusia County (VC)	E	37,970	24,230	13,740 (36%)
Nova Road (Big Tree Rd. to Madeline Ave.)	State (FDOT)	D	49,850	76,000	23,850 (48%)

Source: Volusia County 2017 Traffic Counts (most current available data)

Police

The Police Department did not indicate that the proposed annexation would create deficiencies in law enforcement coverage for the area.

Fire

The Fire and Rescue Department did not indicate that the proposed annexation would create difficulties in serving this area.

Recreation

The City's recreation facilities have capacity to support the proposed annexation. According to the City's Comprehensive Plan, development of the subject property together with the adjacent property (already within the City of Port Orange) as a 310-unit apartment complex will require 4.9 acres of parkland. According to the City's 2017 Concurrency Management Report, the City has an excess of 68 acres of parkland beyond the adopted level-of-service requirement for parkland.

RECOMMENDATION

Based on the findings of this report, staff recommends approval of the request to annex approximately 9.91 acres of property, located at 1389 Reed Canal Road, into the City of Port Orange.

ATTACHMENTS

- Exhibit A – Current and Proposed Future Land Use Map
- Exhibit B – Current and Proposed Zoning Map

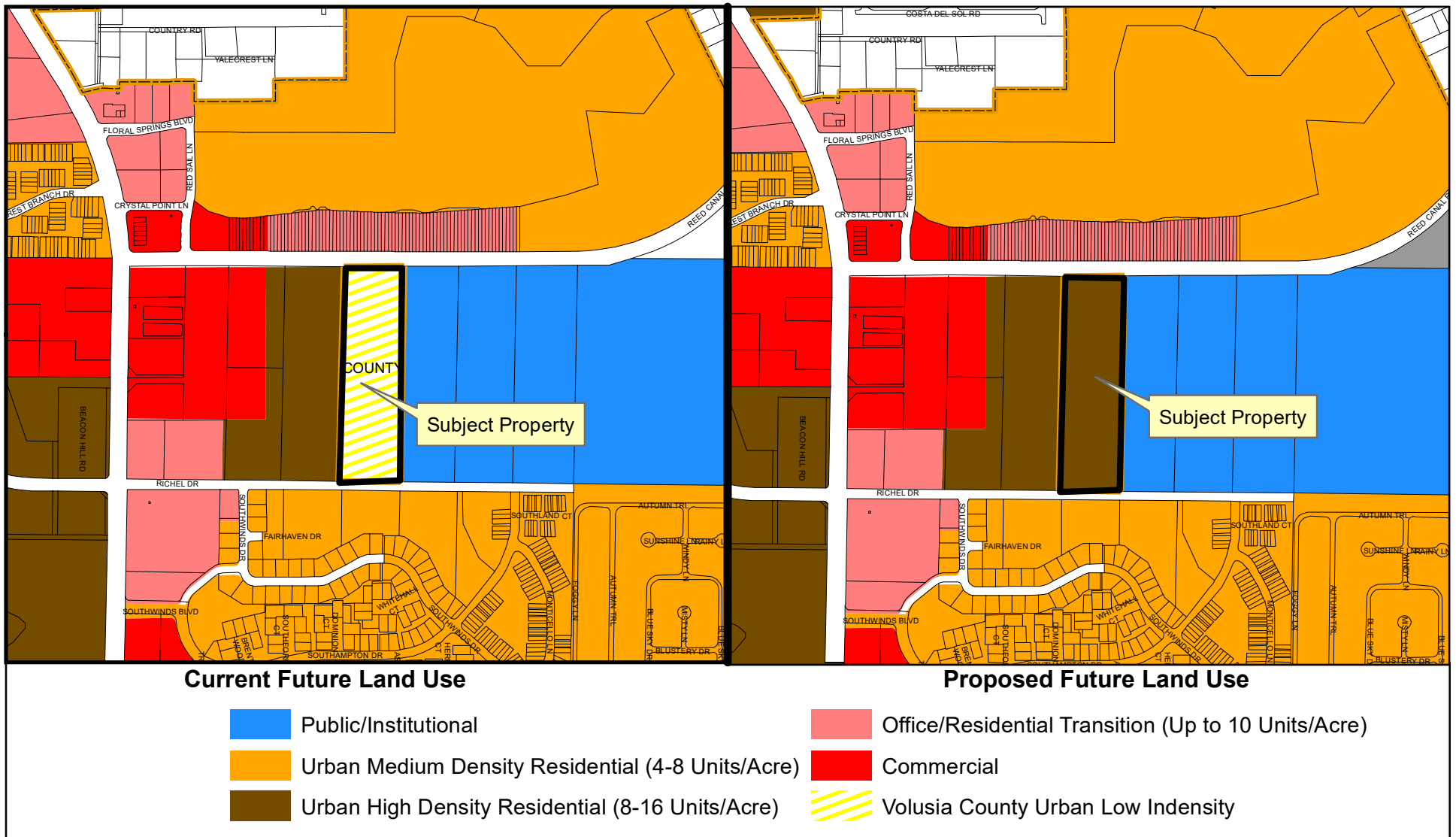


EXHIBIT A

CASE NO. 18-10000002

DEPARTMENT OF COMMUNITY DEVELOPMENT



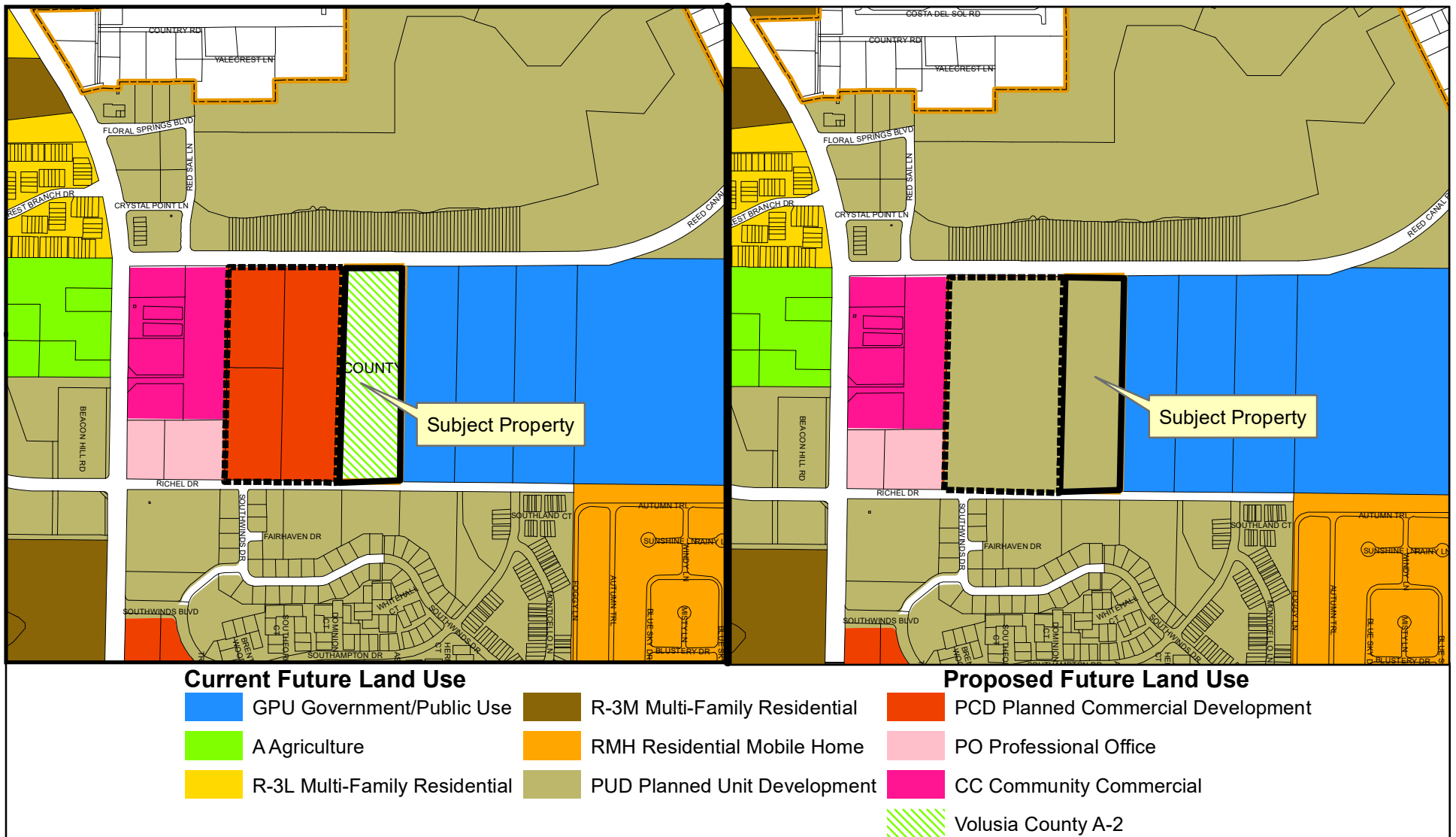


EXHIBIT B

CASE NO. 18-10000002

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: No

SUBJECT: (G22) Second Reading - Ordinance No. 2018-19 - Port Orange Police Pension Plan Increasing Equities Investment Limit

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-19.

SUMMARY: The Port Orange Police Pension Board of Trustees has requested and recommended an amendment to the investment limit established in the ordinance. The amendment would permit investments in common stocks not to exceed 70 percent of the value of the pension portfolio. The current limit is 65 percent of the value of the pension portfolio. The Pension Board has studied this item with their investment adviser and have provided the multi-year projections to the trustees, city manager and finance director.

The city is required to fund the pension plan annually based on the actuary's calculation and the smoothing adjustments for the performance of the financial market. The strength or weakness of the financial market impacts the funding calculation and the costs to the city each budget year.

The proposed ordinance amendment is attached for your consideration.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-19	Ord. No. 2018-19.pdf
2.	Impact Statement	Impact Statement.pdf
3.	Port Orange Police Presentation	Port Orange Police Presentation.pdf

Robin Fenwick

Created/Initiated - 06/21/2018

ORDINANCE NO. 2018-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE PORT ORANGE POLICE PENSION FUND TO INCREASE THE INVESTMENT LIMIT ON EQUITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange (the “City”) currently sponsors a Police Pension Fund (“Pension Fund”); and

WHEREAS, Section 54-134(e)(10) of the City Code currently provides that the Pension Fund’s investments in common stocks shall not exceed 65 percent of the value of the Pension Fund’s investment portfolio at market value; and

WHEREAS, the Pension Fund’s investment consultant has advised that increasing this limit by 5 percent would improve overall investment performance; and

WHEREAS, the trustees of the Pension Fund consider such an amendment to be in the best interest of the participants and beneficiaries as it will improve the administration of the Pension Fund; and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change; and

WHEREAS, the City Council deems it to be in the public interest to make this change to the Pension Fund.

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

Section 1. Section 54-134(e)(10) of the Port Orange Police Pension

Fund is hereby amended as follows:

Sec. 54-134. Board of Trustees.

(e) *Duties.* The duties and responsibilities of the board shall include, but not necessarily be limited to, the following:

(10) To invest and reinvest such funds as are not necessary for current expenditures or liquid reserves, as the board may from time to time determine, in a manner consistent with the investment policies or guidelines adopted by the board, provided that pension fund investments in common stocks shall not exceed ~~65~~ 70 percent of the value of the pension fund investment portfolio, at market value. The board of trustees may sell, exchange or otherwise dispose of such investments at any time, and from time to time, as determined appropriate by the board. The board of trustees shall have the authority, in respect to any stocks, bonds or other property, real or personal, held by the board, to exercise all such rights, powers and privileges as may be lawfully exercised by any person owning similar stocks, bonds or other property in his own right. Notwithstanding the above, no more than 25 percent of fund assets may be invested in foreign securities.

Section 2. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Section 5 This ordinance amendment shall take effect upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, City Clerk

Passed on first reading on the _____ day of _____, 2018

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

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



February 16, 2018

Karan Rounsavall
Pension Administrator
City of Port Orange Police Officers' Pension Fund
3695 Indian River Drive
Cocoa FL 32926

Re: Impact of Proposed Ordinance Regarding Investments

Dear Karan:

This letter is being written to provide a statement of no impact with regard to the attached proposed ordinance for the City of Port Orange (the City) Police Officers' Pension Fund (the Plan) which provides language related to investments.

Summary of Changes

Section	Amendment
54-134(e)(10), Board of Trustees, Duties	Modifies language relating to the percentage of assets that may be invested in common stocks.

Actuarial Impact

The liability of the Plan is not anticipated to be materially affected by these changes in Plan provisions. We have assumed that the investment portfolio will continue to target a return greater than or equal to the assumed rate.

Please let us know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad M. Little", is written over a light blue horizontal line.

Chad M. Little, ASA, EA
Partner, Consulting Actuary

ORDINANCE NO. 2018-____

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE PORT ORANGE POLICE PENSION FUND TO INCREASE THE INVESTMENT LIMIT ON EQUITIES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange (the “City”) currently sponsors a Police Pension Fund (“Pension Fund”); and

WHEREAS, Section 54-134(e)(10) of the City Code currently provides that the Pension Fund’s investments in common stocks shall not exceed 65 percent of the value of the Pension Fund’s investment portfolio at market value; and

WHEREAS, the Pension Fund’s investment consultant has advised that increasing this limit by 5 percent would improve overall investment performance; and

WHEREAS, the trustees of the Pension Fund consider such an amendment to be in the best interest of the participants and beneficiaries as it will improve the administration of the Pension Fund;

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change; and

WHEREAS, the City Council deems it to be in the public interest to make this change to the Pension Fund;

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

Section 1. Section 54-134(e)(10) of the Port Orange Police Pension

Fund is hereby amended as follows:

Sec. 54-134. Board of Trustees.

[...]

(e) *Duties.* The duties and responsibilities of the board shall include, but not necessarily be limited to, the following:

[...]

(10) To invest and reinvest such funds as are not necessary for current expenditures or liquid reserves, as the board may from time to time determine, in a manner consistent with the investment policies or guidelines adopted by the board, provided that pension fund investments in common stocks shall not exceed ~~65~~ 70 percent of the value of the pension fund investment portfolio, at market value. The board of trustees may sell, exchange or otherwise dispose of such investments at any time, and from time to time, as determined appropriate by the board. The board of trustees shall have the authority, in respect to any stocks, bonds or other property, real or personal, held by the board, to exercise all such rights, powers and privileges as may be lawfully exercised by any person owning similar stocks, bonds or other property in his own right. Notwithstanding the above, no more than 25 percent of fund assets may be invested in foreign securities.

[...]

Section 2. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other

provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this ordinance are declared severable.

Section 5 This ordinance amendment shall take effect upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, City Clerk

Passed on first reading on the ____ day of _____, 2018.

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

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

Presentation City Council

June 19, 2018

City of Port Orange



AndCo Consulting and Port Orange Police Pension

- Create transparent independent investment consulting model
 - o No fees received from outside sources
 - o Hire independent custodian and investment managers not affiliated with AndCo Consulting
- Reduce Investment Related Expenses
 - o Simplify portfolio (Reduced investments from 12 to 6)
 - o Utilized low-cost indexing in efficient markets (i.e. domestic equity)

Mix	Estimated Investment Fees
Previous Wrap Program	0.84%
New Independent Model	0.44%

- o Estimated Savings: \$141,978

Proposal to Increase Equity Limitation

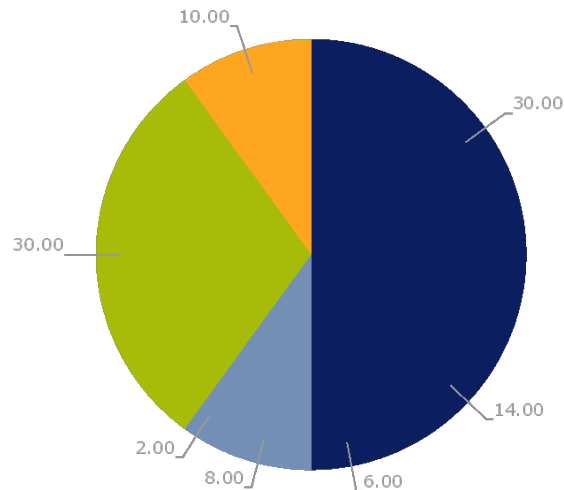
- Proposal to increase equity **limit** of Plan from 65% to 70%
 - o Current equity **target** is 60% (50% domestic / 10% international)
 - o Plan would like to increase **target** from 60% to 65% (50% Dom. / 15% Int'l)
- Return assumptions over the next 10-15 years will be challenging.
 - Interest rates are low by historical standards
 - Domestic equity markets are at/near all time highs

Asset Class	Historical Return	Projected Return
Domestic Equity	11.7%	6.4%
International Equity	9.8%	7.6%
Domestic Fixed	7.3%	3.3%
Core Real Estate	8.3%	5.8%

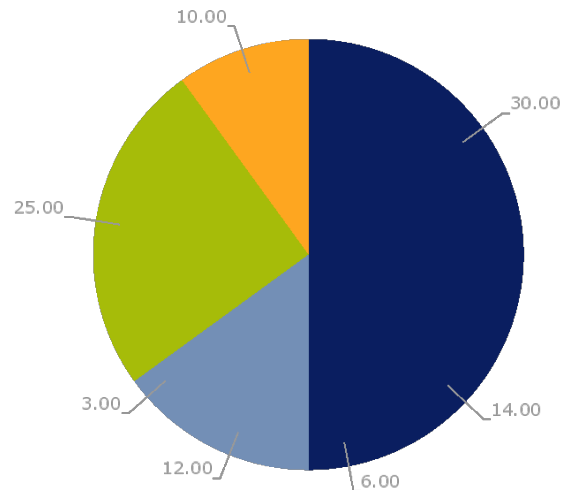
*Indices used: Domestic Equity: S&P 500; International Equity: MSCI EAFE; Domestic Fixed Income: Bloomberg Barclays Aggregate; Core Real Estate: NCREIF ODCE (EW)
Historical returns used common inception date of 1/1/1978
Projected returns used JP Morgan Capital Market Assumptions – published November 2017*

Proposed Change

Current - 50/10/30/10



Proposed 50/15/25/10



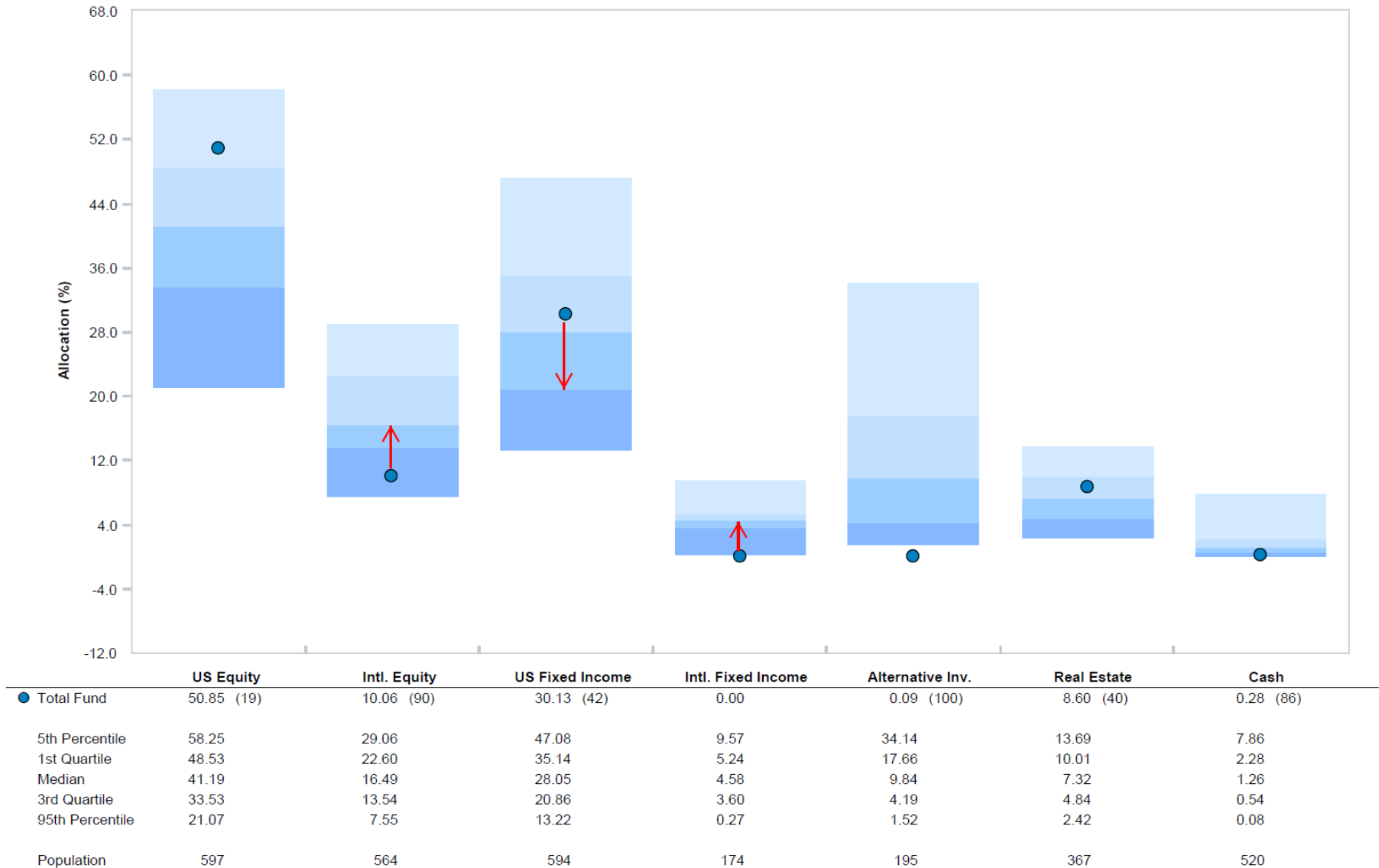
- ◆ US Large Cap
- ◆ US Mid Cap
- ◆ US Small Cap
- ◆ EAFE Equity
- ◆ Emerging Markets Equity
- ◆ US Aggregate
- ◆ US Core RE

Asset Mix Composition Detail

Asset Class	Current - 50/10/30/10		Proposed 50/15/25/10	
	Allocation %		Allocation %	
US Aggregate		30.00		25.00
US Large Cap		30.00		30.00
US Mid Cap		14.00		14.00
US Small Cap		6.00		6.00
EAFE Equity		8.00		12.00
Emerging Markets Equity		2.00		3.00
US Core RE		10.00		10.00
Total Portfolio		100.00		100.00

What are other Public Pension Plans Doing?

Plan Sponsor TF Asset Allocation vs. All Public Plans-Total Fund



Projected Impact of Proposed Change

- Projected Impact over the next 10-15 years

Mix	Mean Return	Standard Deviation
Current Mix	5.7%	9.4%
Proposed Mix	5.9%	10.2%

- Projected Worst Case 1-year Scenario (Current: \$35,494,438)

Mix	Worst 1-Year %	Worst 1-Year \$
Current Mix	-8.8%	\$32,372,470
Proposed Mix	-9.7%	\$32,056,427

- Best Case 15-Year Scenario

Mix	Best 15-Year %	Best 15-Year \$
Current Mix	9.25%	\$133,891,114
Proposed Mix	9.75%	\$143,351,227

Projections generated using JP Morgan Capital Market Assumptions generate November 2017

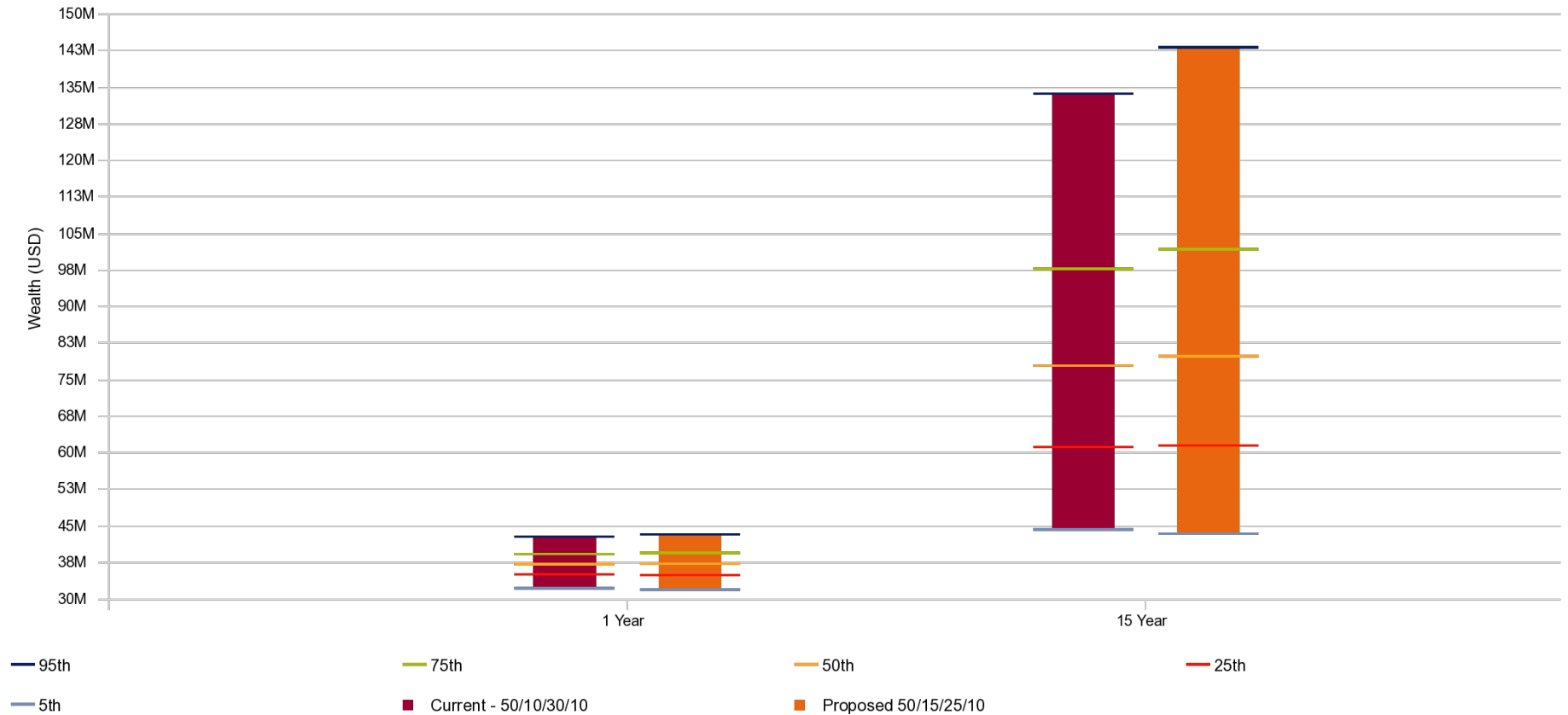
Worst case scenario: Bottom 5th percentile of projections

Best case scenario: Top 5th percentile of projections

15-Year Returns Annualized

Projected Impact of Proposed Change

Wealth Percentiles



Wealth Percentiles

	Percentile				
	95th	75th	50th	25th	5th
1 Year					
Current - 50/10/30/10	\$ 42,943,730.06	\$ 39,362,185.32	\$ 37,285,245.58	\$ 35,185,929.97	\$ 32,372,470.42
Proposed 50/15/25/10	\$ 43,452,603.88	\$ 39,647,621.17	\$ 37,358,849.64	\$ 35,084,608.59	\$ 32,056,427.29
15 Year					
Current - 50/10/30/10	\$ 133,891,113.62	\$ 97,923,438.61	\$ 78,095,095.41	\$ 61,325,656.45	\$ 44,424,438.56
Proposed 50/15/25/10	\$ 143,351,226.72	\$ 101,939,791.44	\$ 79,974,834.84	\$ 61,631,707.31	\$ 43,540,823.81

Based on 3/31/2018 value of \$35,494,438 and assumption of \$0 cash flows.

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: No

SUBJECT: (G23) First Reading - Ordinance No. 2018-13 - Telecommunications in Right-of-Way, Code of Ordinance Amendment, Case No. 18-25000001

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-13.

SUMMARY: This is an ordinance amendment to the City of Port Orange Code Of Ordinances, Chapter 58, Article II, Entitled Construction in the Right-of-Way for consistency with the Advanced Wireless Infrastructure Deployment Act of 2017.

The Advanced Wireless Infrastructure Deployment Act ("Act") was approved by the Florida Legislature and signed by the Governor, becoming effective on July 1, 2017. This Act substantially amends section 337.401, Florida Statutes, relating to the use of public (municipal or county) right-of-way, and structures located within the right-of-way, for broadband or wireless facility infrastructure. With various limited exceptions, the Act provides for the collocation of small wireless facilities on government owned utility poles and other poles and structures located in the right-of-way, installation of ground mounted equipment in the right-of-way, installation of new utility poles in the right-of-way, and installation of micro wireless facilities. All local jurisdictions are required to amend their respective ordinances for compliance with the Act.

The Advanced Wireless Infrastructure Deployment Act (Act), provides for the collocation of small wireless facilities on utility poles where the city has jurisdiction and control of the rights-of-way of any public road and allows the City to adopt by ordinance reasonable and nondiscriminatory provisions for registration, permitting, insurance coverage, indemnification, performance bonds, security funds, aesthetics, abandonment, city liability and warranties.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Draft Ordinance 2018-13	Draft Ordinance 2018-13.pdf
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Melanie Schmotzer
Tim Burman
Matthew Jones

Created/Initiated - 06/29/2018
Approved - 06/29/2018
Approved - 07/03/2018

Jake Johansson
Robin Fenwick

Approved - 07/05/2018
Final Approval - 07/05/2018

ORDINANCE NO. 2018-__

AN ORDINANCE OF THE CITY OF PORT ORANGE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF PORT ORANGE BY AMENDING CHAPTER 58, ARTICLE II, ENTITLED CONSTRUCTION IN RIGHTS-OF-WAY, SECTIONS 58-31, 58-32, 58-34, 58-35 and 58-37 OF THE CITY CODE; CREATING NEW CHAPTER 58, ARTICLE IV, SECTIONS 58-70 – 58-85, ENTITLED “COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY,” SECTIONS 58-70 THROUGH 58-85, AS PROVIDED HEREIN; CREATING THE "PORT ORANGE COMMUNICATIONS RIGHTS-OF-WAY ORDINANCE;" PROVIDING INTENT AND PURPOSE, APPLICABILITY AND AUTHORITY TO IMPLEMENT; PROVIDING DEFINITIONS; PROVIDING FOR REGISTRATION FOR PLACING OR MAINTAINING COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING REQUIREMENT OF A PERMIT; PROVIDING APPLICATION REQUIREMENTS AND REVIEW PROCEDURES; PROVIDING FOR A PERFORMANCE BOND; PROVIDING FOR CONSTRUCTION METHODS; PROVIDING DEVELOPMENT AND OBJECTIVE DESIGN STANDARDS; PROVIDING FOR FEES AND TAXES; PROVIDING ENFORCEMENT REMEDIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Port Orange (“City”) staff periodically reviews City Ordinances and makes recommendations to the City Council to revise its Ordinances; and

WHEREAS, the City Council of the City of Port Orange has determined that the following amendments promote and protect the general health, safety and welfare of the residents of the City of Port Orange by regulating the siting of communications facilities and utility poles within the public rights-of-way; and

WHEREAS, this Ordinance accommodates the growing needs and demand for communications services; and

WHEREAS, this Ordinance seeks to address expressly new communications facilities and technologies, while also protecting, preserving, and maintaining the public safety and aesthetic characters of areas where such public rights-of-way exist; and,

WHEREAS, Section 337.401, Florida Statutes, addresses *inter alia*, the authority of local governments to regulate the placement and maintenance of communications facilities in the public rights-of-way; and

WHEREAS, rules and regulations imposed by a local government relating to communications service providers that desire to place or maintain communications facilities in its rights-of-way must be generally nondiscriminatory and competitively neutral; and

WHEREAS, Section 337.401(3)(g), Florida Statutes, provides that a local government may not use its authority over the placement of facilities in its rights-of-way as a basis for asserting or exercising regulatory control over a provider of communications services regarding matters within the exclusive jurisdiction of the Florida Public Service Commission or Federal Communications Commission, including, but not limited to, the operations, systems, qualifications, services, service quality, service territory, and prices of a provider of communications services; and

WHEREAS, Chapter 610, Florida Statutes, addresses the provision of cable and video service in Florida, and provides in Section 610.102, that the Florida Department of State is the franchising authority

for a state-issued franchise for the provision of cable or video service and that a municipality or county may not grant a new franchise for the provision of cable or video service within its jurisdiction; and

WHEREAS, Section 610.114(2), Florida Statutes, provides: “Notwithstanding any other provision of law, a municipality ... may require the issuance of a permit in accordance with and subject to s. 337.401 to a certificateholder that is placing and maintaining facilities in or on a public right-of-way in the municipality or county. In accordance with s. 337.402, the permit may require the permit holder to be responsible, at the permit holder’s expense, for any damage resulting from the issuance of such permit and for restoring the public right-of-way to its original condition before installation of such facilities. The terms of the permit shall be consistent with construction permits issued to other providers of communications services placing or maintaining communications facilities in a public right-of-way.”; and

WHEREAS, in 2017, the Florida Legislature enacted and the Governor approved the Advanced Wireless Infrastructure Deployment Act, Section 337.401(7), *Florida Statutes* (“Wireless Act”); and

WHEREAS, the Wireless Act creates new requirements and allowances for local governments relating to the installation of utility poles in the public rights-of-way to collocate small wireless facilities, and the placement and maintenance of small wireless facilities and micro wireless facilities in the public rights-of-way; and

WHEREAS, the Wireless Act provides that a local government may adopt by ordinance objective design standards requiring a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements, objective design standards requiring a new utility pole intended to support the collocation of small wireless facilities that replace an existing facility to be of substantially similar design, material, and color, and reasonable spacing requirements concerning the location of ground-mounted equipment; and

WHEREAS, the Wireless Act also provides that a local government may adopt by ordinance provisions for insurance coverage, indemnification, performance bonds, security funds, force majeure, abandonment, municipal liability, and municipal warranties provided such provisions are reasonable and nondiscriminatory; and

WHEREAS, it is the City Council’s intent to exercise its authority over the placement and maintenance of communications facilities in its rights-of-way to the full extent consistent with applicable state and federal law; and

WHEREAS, it is the City Council’s further intent to treat each such communications services provider in a reasonable, nondiscriminatory, and competitively neutral manner in exercising such authority to the extent consistent with applicable law; and

WHEREAS, the City’s rights-of-way are essential for the travel of persons and the transport of goods throughout the City and are a unique and physically limited resource requiring proper management by the City in order to ensure public safety, maximize efficiency, minimize costs to City taxpayers for the foregoing uses, reasonably balance the potential inconvenience to and negative effects upon the public from the placement and maintenance of communications facilities in the rights-of-way against the substantial benefits that accrue from such placement and maintenance, and promote the public health, safety and general welfare; and

WHEREAS, a duly noticed public hearing as required by law was held by the City Council of the City of Port Orange, at which public hearing all residents and interested persons were given an opportunity to be heard; and

WHEREAS, the City Clerk submitted the proposed ordinance to the Secretary of State pursuant to Section 337.401(3)(d); and

WHEREAS, the City Council has reviewed the regulations set forth in this Ordinance and has determined that such regulations are consistent with the City's plans.

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

SECTION 1. The foregoing WHEREAS clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. The City Council hereby amends Chapter 58, Article II, entitled Construction in the Rights-Of-Way, Section 58-31, Section 58-32, Section 58-34, Section 58-35, Section 58-36, and Section 58-37 of the City Code of Ordinances, City of Port Orange, Florida, to read as follows¹:

Sec. 58-31. - Permit requirement; definitions.

(a) *Permit requirement.* It shall be unlawful for any person to construct any new improvement, or to dig up, break, excavate, tunnel, or otherwise undermine or destroy the ground or any street, sidewalk, bike path, drainage pipe, utility line or any other improvement in a public right-of-way or other public property without first obtaining a right-of-way construction permit or complying with any other requirements as provided in this article. Notwithstanding the provisions of this Article II, a person seeking to place or to maintain a communications facility in the public rights-of-way shall comply with Article IV, entitled "Communications Facilities In Public Rights-Of-Way" of the City Code of Ordinances, City of Port Orange, Florida,

(b) *Definitions.* As used in this article, the term:

Administrative official shall have the same meaning as provided in the Land Development Code. In the absence of a definition in the Land Development Code, the term shall mean the city manager.

Bike path means any road, path, or other right-of-way which in some manner is specifically designated as being open to bicycle travel, regardless of whether such right-of-way is designated for the exclusive use of bicycles or for shared use with other transportation modes.

Driveway means the portion of the package intended for use for ingress to and egress from the abutting property.

Package means the portion of a right-of-way between the adjoining property and the street which is intended for uses accessory to primary uses of the street, including but not limited to, ornamental purposes, sidewalks, driveways, and surface and subsurface utilities.

Right-of-way means a strip of land owned or controlled by the city and intended to be used for public passage, including the streets, alleys, sidewalks, bike paths, and driveways constructed thereon.

Sidewalk means a walkway intended to be used primarily by pedestrians on one or both sides of a street.

Street means the portion of the right-of-way which is intended to be used by normal vehicular traffic, including paved and unpaved roadways but not including service entrances or driveways leading from roadways onto adjoining property.

Sec. 58-32. - Exemptions.

The following activities shall be exempt from the requirement to obtain a permit under this article:

¹ Words ~~stricken through~~ are intended to be deleted; words underlined are intended to be added.

- (1) Installation of mailboxes, except mailboxes constructed of masonry or similar material or by methods more elaborate than a single post.
- (2) Installation of sod or grass seed, or top dressing of lawns.
- (3) Initial installation of utilities located in new subdivisions pursuant to a development order.
- (4) Initial installation of utilities associated with a commercial site development plan specifically shown on design drawings pursuant to a development order.
- (5) Installation of driveways pursuant to a building permit.
- (6) Installation of landscaping material in compliance with section 58-41 of this article and city policy.
- (7) Installation of utilities, signs, or other improvements by the city or its employees, agents or contractors.
- (8) Minor work performed by employees of a franchised utility or cable operator, provided that such minor work does not exceed a level of activity as follows:
 - a. No paved surface is disturbed.
 - b. No city utilities are disturbed.
 - c. Sodded or grassed area to be disturbed does not exceed 20 square feet.
 - d. No work extends under a paved surface, including boring or pushing utilities or sleeves under a paved surface.
 - e. No specimen tree, as defined in chapter 9 of the land development code, is cut, removed, or otherwise disturbed.
 - f. No excavation remains open longer than 72 hours, and all excavations are properly barricaded.

Sec. 58-34. - Fees.

A nonrefundable permit fee in the amount of \$25.00 shall be charged for the issuance of a right-of-way construction permit, which shall be in addition to any other permit fees or charges relative to any proposed construction work. At the time of permit application, a bill for the permit fee will be mailed to the applicant. Failure to pay the permit fee within the time specified on the bill will result in denial of subsequent or additional permits to the applicant until all delinquent fees are paid, in addition to any late charges. Any franchised utility or cable operator with an agreement which provides for city fees to be credited against franchise fee payments shall be exempt from payment of the permit fee.

Sec. 58-35. - Performance and maintenance bond.

Prior to issuance of a right-of-way construction permit, the applicant shall deposit a cash bond with the city to ensure that the right-of-way is restored to an acceptable condition as provided in this article. If the applicant does not complete the restoration as specified on the permit, the city shall have the right to restore the right-of-way as specified on the permit and as provided in this article. The cash bond shall be retained by the city for a period of 12 months from the date of completion and may be used to repair any defects in the restoration work during such period. The bond shall be refunded to the applicant after 12 months, less any amount necessary for restoration or repair of the right-of-way as provided above, including actual costs plus 25 percent of such costs for administrative expenses. The bond shall be calculated as follows:

(1) The cash bond shall be a sum based on one-hundred ten percent (110%) of the estimated costs of restoration of the right-of-way~~\$4.00 per square foot of roadway or sidewalk surface to be excavated, \$2.00 per linear foot of jack and bore to be installed, and \$1.00 per square foot of other right-of-way area to be excavated,~~ with a minimum deposit of \$1500.00. The cash bond may be waived by the city manager or his designee for any permit that would calculate to less than the minimum deposit, based on the location and complexity of the proposed work.

(2) Any person intending to apply for multiple permits may maintain with the city a general cash bond in an amount to be determined by the city manager or his designee, based on the average work to be undertaken during the six-month period after posting the general cash bond. The city manager or his designee may require an additional bond for larger projects that exceed the amount of the general cash bond.

(3) Any franchised utility ~~or cable operator~~ shall not be required to post a cash bond for work performed by employees of such utility ~~or cable operator~~.

(4) Any contractor performing work for a franchised utility ~~or cable operator~~ shall obtain a right-of-way construction permit and post a cash bond with the city. The bond shall be calculated as provided in subsection (1) of this section, or shall be a sum equal to ten percent of the value of the construction contract between the contractor and the franchised utility ~~or cable operator~~ for the specific project permitted. Alternatively, the construction contract may require a performance and maintenance bond naming both the franchised utility ~~or cable operator~~ and the city, or may provide that the franchised utility ~~or cable operator~~ is responsible to the city for all performance and maintenance requirements of this article. A copy of the construction contract between the franchised utility ~~or cable operator~~ and the contractor containing such requirements or provision shall be submitted with the permit application.

Sec. 58-36. - Permitting and construction criteria.

The review of permit applications and completion of work under permits issued pursuant to this article shall be subject to the following criteria:

- (1) All installations under or across paved streets shall be made by boring and jacking, except where unusual circumstances or conditions preclude such installation, or where open cutting is approved in writing by the city manager or his designee. The city reserves the right to prohibit open cutting of pavement.
- (2) All work shall be performed to minimize the obstruction of streets, sidewalks and bike paths. The city reserves the right to prohibit work during specified times of the day or seasons of the year and to impose other conditions necessary for public safety and convenience, including the requirement for 24-hour construction to complete work as soon as possible.
- (3) All work shall be completed in conformance with adopted standard construction details of the city, including but not limited to the actual construction, restoration and clean-up of the area.
- (4) The permittee shall provide barricades, warning signs and beacons, and traffic control as required by the Manual of Uniform Traffic Control Devices (MUTCD).

Sec. 58-37. - City's right to restore surface.

If the permittee fails to complete restoration work by the estimated date for completion listed in the permit application, the city shall have the right to restore the right-of-way and to charge the permittee for actual costs of such restoration work plus 25 percent of such costs for administrative expenses. In the case of a franchised utility ~~or cable operator~~, the actual costs and administrative expenses shall not be eligible for credit against franchise fee payments.

SECTION 3. The City Council hereby creates Chapter 58, Article IV, Entitled "Communications Facilities in Public Rights-Of-Way; "Sections 58-70 -- 58-85 of the Code of Ordinances, City of Port Orange, Florida, to read as follows:

Chapter 58 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE IV. – COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY

Sec. 58-70. - Short title.

This Ordinance shall be known and may be cited as the "Port Orange Communications Rights-of-Way Ordinance."

Sec. 58-71. Intent and purpose; Applicability; Authority to Implement.

(a) Intent and purpose.

It is the intent of the city to promote the public health, safety and general welfare by: providing for the placement and maintenance of communications facilities in the public rights-of-way within the city; adopting and administering reasonable rules and regulations not inconsistent with state and federal law, including the United States and Florida Constitutions, F.S. § 337.401, as it may be amended, the city's home-rule authority, and in accordance with the provisions of the Federal Telecommunications Act of 1996, the Spectrum Act, FCC regulations, and other federal and state law; establishing reasonable rules and regulations necessary to manage the placement and maintenance of communications facilities in the public rights-of-way by all communications services providers after the effective date of this section; and minimizing disruption to the public rights-of-way. In regulating its public rights-of-way, the city shall be governed by and shall comply with all applicable federal and state laws.

(b) Applicability.

This Article shall apply to all facilities for communications services placed or maintained in the city public rights-of-way pursuant to Section 337.401, F.S., including but not limited to any person holding a certificate of franchise authority pursuant to Section 610.103, Florida Statutes, communications services providers, pass-through providers, and wireless providers. To the extent not prohibited by applicable law, this Ordinance shall apply to all applications pending at the time of adoption of this Ordinance, to place or maintain communications facilities in the public rights-of-way. Persons seeking to place or maintain communications facilities on private property or other property to which the city, any municipality, Volusia County, Volusia County School Board, State of Florida, or federal government has a fee-simple or leasehold interest in real property, not within and exclusive of the public rights-of-way, located within the jurisdictional boundaries of the city shall comply with the applicable provisions of Chapter 16, Section 9 of the Land Development Code, to the extent it applies, unless such property is addressed expressly in this Article. This Article is not applicable to communication facilities outside the public rights-of-way. Pursuant to this Article, a person may be authorized to place or to maintain small wireless facilities, micro wireless facilities, or utility poles for collocation of small wireless facilities in the city public rights-of-way. Wireless support structures, telecommunications towers and other wireless facilities, including but not limited to an antenna that is not part of a small wireless facility or micro wireless facility, shall not be allowed to be placed or maintained in the public rights-of-way, to the extent not inconsistent with applicable law. This Article applies to the placement of conduit, fiber or cable for the purpose of providing backhaul or communications service. Consistent with Section 337.401, Florida Statutes, this Article applies to a cable or video service provider that has been issued and holds a certificate of franchise authority from the Florida Department of State pursuant to Section 610.103, Florida Statutes, that places or maintains a cable system or wireline facilities in the city's public rights-of-way. This Ordinance does not apply to electric utility poles for an electric distribution system located in the city public rights-of-way pursuant to a valid franchise agreement with the city. However, collocation of small wireless facilities on such utility poles and any utility poles not for an electric distribution system placed or maintained by a city franchised utility in the public rights-of-way will be governed by the applicable provisions of this Ordinance. Ordinances approving a franchise agreement and a valid franchise agreement with an electric utility shall remain in full force and effect, notwithstanding any provision of this Ordinance. This Article shall not apply to wireless facilities owned by the city or by a

person, including an electric cooperative, to the extent such facilities are utilized on an internal, non-commercial basis by said person.

- (1) This Article implements *inter alia*, the Advanced Wireless Infrastructure Deployment Act, Section 337.401(7), F.S. ("Wireless Act"). By adopting this Article, the city does not waive any rights with respect to the Wireless Act including any rights that may exist under federal law, the Florida Constitution and the U.S. Constitution. In the event the Advanced Wireless Infrastructure Deployment Act, Section 337.401(7), is repealed, amended, or overturned by a court of competent jurisdiction, or preempted by applicable federal law or regulation, in whole or in part, provisions of this Article may no longer apply, in which case pending and future applications for small wireless facilities or utility poles intended to support the collocation of small wireless facilities in the public rights-of-way, will be governed by applicable law. In addition, permits issued pursuant to this Article may be suspended or revoked, and facilities installed pursuant to permits issued pursuant to this Article or without permits as authorized by this Article may be required to be removed at the facility owner's expense, to the extent consistent with applicable law. It is the city's intent not to create any vested rights in placing and maintaining facilities addressed in the Wireless Act in the public rights-of-way as a result of this Article or any permit issued pursuant to this Article, to the extent not inconsistent with applicable law.
 - (2) To the extent any provision of this Article conflicts with the Code of Ordinances or Land Development Code of the City of Port Orange, including but not limited to Chapter 58, Article II, Sections 58-32 to 58 – 41, this Article shall control.
 - (3) This Article shall be applicable to all communications facilities placed in the public rights-of-way on or after the effective date of this Article, all pending applications for permits subject to this Article, and all existing communications facilities placed in the public rights-of-way prior to the effective date of this Article, to the full extent permitted by state and federal law. A person with existing communications facilities in the public rights-of-way shall comply with this Article by the earlier of the following: ninety (90) days from the effective date of this Article or prior to submitting an application for a permit pursuant to this Article. This provision shall not require the removal or alteration of existing communications facilities placed or maintained in the public rights-of-way pursuant to a previously issued permit or otherwise lawfully installed prior to the effective date of this Ordinance unless such facilities are abandoned or otherwise required to be altered or removed by the City Manager.
 - (4) Reservation of rights. The city reserves the right to amend this Article as it shall find necessary in the lawful exercise of its police powers.
- (c) **Authority to implement Article.** The city manager is authorized to adopt, to modify, and to repeal rules and regulations, not inconsistent with this Article, to carry out the intent and purposes of this Article.

Sec. 58-72. Definitions. For the purposes of this Article, the following terms, phrases, words and derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory, and "may" is permissive. Words not otherwise defined in this Article or in any permit that may be granted pursuant to this Article shall be given the meaning set forth in the Communications Act of 1934, 47 U.S.C. §151 *et seq.*, as amended or the Spectrum Act, 47 U.S.C. §1455(a) (collectively the "Communications Act"), and if not defined in the Communications Act, as defined by Florida Statutes; and, if not defined by

Florida Statutes, as defined in the code, and if not defined in the code, shall be construed to mean the common and ordinary meaning.

ABANDONMENT OR ABANDONED. The cessation of all uses of a communications facility for a period of one hundred eighty (180) or more consecutive days provided this term shall not include the cessation of all use of a communications facility within a physical structure where the physical structure continues to be used for some purpose or use accessory to the communications facility. By way of example, cessation of all use of a cable within a conduit, where the conduit continues to be used for some purpose or use accessory to the communications facility, shall not be *Abandonment* of a communications facility. A wireless infrastructure provider's failure to have a wireless service provider provide service through a small wireless facility collocated on a utility pole within nine (9) months after the application is approved in accordance with Section 337.401(7)(j), F.S., shall constitute abandonment. The terms Abandonment or Abandoned are not intended to include a dropped line from a potential or existing customer in the event the communications services provider reasonably anticipates future use of the dropped line.

ABUT. When used in conjunction with a lot or parcel of land or public right-of-way, means a lot or parcel of land or public right-of-way that shares all or a part of a common lot line or boundary line with another lot or parcel of land or public right-of-way.

ADJACENT PROPERTIES OR PROPERTIES ADJACENT. (i) Those lots or parcels of land that abut another lot or parcel of land or public right-of-way that is contiguous to a communications facility site or proposed site and (ii) the lots or parcels of land or public right-of-way that would be contiguous to lots or parcels or public rights-of-way but for an intervening local or collector roadway.

ANTENNA. Communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

APPLICABLE CODES. Uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, including, but not limited expressly to the Florida Building Code, National Electrical Code, National Electrical Safety Code, 2010 Florida Department of Transportation Utility Accommodation Manual, the "Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines" established by the Department of Commerce, Bureau of Standards of the United States, as may be amended. and city codes or ordinances adopted to implement Section 337.401, *Florida Statutes*, including but not limited to this Article. The term includes objective design standards adopted by this Article that may require a new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color or that may require reasonable spacing requirements concerning the location of ground-mounted equipment. The term includes objective design standards adopted by this Article that may require a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements; however, such design standards may be waived by the city upon a showing that the design standards are not reasonably compatible for the particular location of a small wireless facility or that the design standards impose an excessive expense.

APPLICANT. A registrant who submits an application for a permit to locate a communications facility or utility pole within the public rights-of-way.

APPLICATION. A request submitted by an applicant to the city for a permit to collocate small wireless facilities or any request pursuant to this Article.

ARTICLE. This Ordinance or Article.

AS-BUILT PLANS. A set of final and complete drawings in a format as specified by the city submitted upon completion of a project, signed and sealed by professional surveyor or mapper as defined in Section 472.005, F.S., that reflect all changes made during the construction process, and show the exact dimensions, geometry and location of all elements of the work completed under the permit.

AUTHORITY. The city to the extent it has jurisdiction and control of the rights-of-way of any public road. The term does not include the Department of Transportation rights-of-way under the jurisdiction and control of the department, which are excluded from this Section.

AUTHORITY or CITY UTILITY POLE. A utility pole owned by the city in the public right-of-way. The term does not include a utility pole owned by a municipal electric utility, a utility pole used to support municipally owned or operated electric distribution facilities, or a utility pole located in the right-of-way within:

- (a) A retirement community that:
 - (i) Is deed restricted as housing for older persons as defined in Section 760.29(4)(b), Florida Statutes.
 - (ii) Has more than 5,000 residents; and
 - (iii) Has underground utilities for electric transmission or distribution.

BELOW-GRADE COMMUNICATIONS FACILITY. Communications facilities, including manholes or access points, that are entirely contained below grade within the public rights-of-way.

CITY. The City of Port Orange, Florida, a municipal corporation of the State of Florida, in its present form or in any later reorganized, consolidated, or enlarged form.

CITY MANAGER. The City of Port Orange, Florida, city manager or his/her designee.

CLEAR ZONE. Consistent with the latest edition of the Florida Department of Transportation Index, the roadside border area, starting at the edge of the traveled way, available for safe use by errant vehicles. This area may consist of a shoulder, recoverable slope, non-recoverable slope, clear runout area, or combination thereof. The width of the clear zone is dependent upon the traffic volumes and speeds, and on the roadside geometry.

COLLOCATION OR COLLOCATE. To install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not include the installation of a new utility pole or wireless support structure in the public rights-of-way.

COMMUNICATIONS FACILITY or FACILITY or SYSTEM. Any permanent or temporary plant, equipment and property, including but not limited to cables, wires, conduits, ducts, fiber optics, poles, antennae, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances, wireless facilities, wireless support structure, wireline backhaul facilities, small wireless facilities, micro wireless facility, and other equipment or pathway placed or maintained or to be placed or maintained in the public rights-of-way of the city and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer communications services. A utility pole intended for collocation of a small wireless facility shall be considered a facility for purposes of this Article.

COMMUNICATIONS SERVICES. The transmission, conveyance or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, including wireless services, regardless of the protocol used for such transmission or conveyance, and shall also include cable service and video service as defined in F.S. §§610.103(1) and (11).

COMMUNICATIONS SERVICES PROVIDER. Any person making available or providing communications services through the placement or maintenance of a communications facility in public rights-of-way, or a wireless infrastructure provider.

COMMUNICATIONS SERVICES TAX. The local communications services tax authorized to be levied and collected by counties and municipalities upon communication service providers for communications services, pursuant to Section 202.19, F.S. as amended.

CONSOLIDATED PERMIT APPLICATION. A single permit application that would otherwise require individual permit applications for the collocation of between two (2) and thirty (30) small wireless facilities to existing structures within the public rights-of-way.

FCC. The Federal Communications Commission.

FLORIDA BUILDING CODE. The Florida Building Code promulgated under Chapter 553, Florida Statutes and includes the applicable amendments thereto as both may be amended from time to time.

FLORIDA GREENBOOK. The latest edition of the Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways.

FORCE MAJEURE EVENT. A cause or event not within a person's control that shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court. Causes or events within a person's control, and thus not constituting a force majeure event for purposes of this Article, shall include, without limitation, the financial inability to perform or comply, economic hardship, and misfeasance, malfeasance or nonfeasance by any of person's directors, officers, employees, contractors or agents.

GRAFFITI. Any inscriptions, word, figure, painting or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted or engraved on or otherwise affixed to any communications facility whether or not authorized by the registrant of the communications facility. A wrap shall not be considered graffiti.

HISTORIC PROPERTY. Any prehistoric or historic district, site, building, structure as defined in Chapter 2, Section 2 of the City's Land Development Code, as it may be amended, or object or other real or personal property, of historical, architectural or archaeological value. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, engineering works, treasure troves, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, or culture of the city.

HOMEOWNERS' ASSOCIATION. An incorporated association whose members consist of owners of single-family homes or condominium units that manage or control property owned by the association.

IN PUBLIC RIGHTS-OF-WAY or IN THE PUBLIC RIGHTS-OF-WAY. In, on, over, under or across the public rights-of-way.

LICENSED ENGINEER. A Florida registered professional engineer, or person who is exempt from such registration requirements as provided in F.S. § 471.003.

LOT. A designated parcel of land established by plat, subdivision, or as otherwise permitted by law, to be used, developed, or built upon as a unit.

MICRO WIRELESS FACILITY. A small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

PARCEL. Any piece of real property that has a single parcel identification number assigned to it by the Volusia County Property Appraiser.

PASS-THROUGH PROVIDER. Any person who places or maintains a communications facility in the public rights-of-way and who does not remit taxes imposed by the city pursuant to Chapter 202, F.S., as amended. A pass-through provider can also be a wireless infrastructure provider as defined herein, and/or an owner of a communications facility pursuant to this Article.

PERMIT. The public right-of-way permit that must be obtained before a person may construct in the public right-of-way and shall include, but not be limited to, right-of-way engineering and construction permits issued by the city.

PERSON. Shall include any individual, children, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative, and all other groups or combinations, but shall not include the city.

PLACE OR MAINTAIN or PLACEMENT OR MAINTENANCE or PLACING OR MAINTAINING. To erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate. A communications services provider that owns or exercises physical control over communications facilities in public rights-of-way, such as the physical control to maintain and repair, is **PLACING OR MAINTAINING** the facilities. To the extent required by applicable law, a party providing service only through resale or only through use of a third party's unbundled network elements is not **PLACING OR MAINTAINING** the communications facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public rights-of-way is not **PLACING OR MAINTAINING** facilities in the public rights-of-way.

PSC. The Florida Public Service Commission.

PUBLIC RIGHTS-OF-WAY. A public right-of-way, public easement, highway, street, bridge, tunnel, waterway, dock, wharf, court, lane, path, or alley, or any other way for which the city is the authority that has jurisdiction and control and may lawfully grant access to such property pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface. **PUBLIC RIGHTS-OF-WAY** shall not include private property. **PUBLIC RIGHTS-OF-WAY** shall not include any real or personal city property except as described above, and shall not include city parks, buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the **PUBLIC RIGHTS-OF-WAY**.

REGISTRANT or FACILITY OWNER. A communications services provider or other person that has registered with the city in accordance with the provisions of this Article.

REGISTRATION and REGISTER. The process described in this Article whereby a communications services provider provides certain information to the city.

SHROUD. A covering or enclosure of equipment associated with a small wireless facility, other than the antenna, collocated on an existing structure or wireless support structure.

SIGNAGE. Any display of characters, ornamentation, letters or other display such as, but not limited to, a symbol, logo, picture, or other device used to attract attention, or to identify, or as an advertisement, announcement, or to indicate directions, including the structure or frame used in the display. The term Signage shall not include identification of the owner and contact information of the wireless facility provider or utility pole, or identification of wires, cables, etc. necessary to aid in safety or hazard work or maintenance or repair work of the communications facility.

SMALL WIRELESS FACILITY. A wireless facility that meets the following qualifications:

- (a) Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and
- (b) All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches,

cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

STEALTH DESIGN. A method of camouflaging any tower, antenna or other communications facility, including, but not limited to, supporting electrical or mechanical equipment, or utility pole which is designed to enhance compatibility with the surrounding neighborhood and be as visually unobtrusive as possible.

SURROUNDING NEIGHBORHOOD. The area within a five hundred (500) foot radius of a communications facility site or proposed communications facility site.

UTILITY. Any electric transmission, voice, telegraph, data, or other communications services lines or wireless facilities; pole lines; poles; railways; ditches; sewers; water, heat, or gas mains; pipelines; fences; gasoline tanks and pumps; or other structures referred to in Florida Statutes Sections 337.401, 337.402, 337.403, and 337.404 as the “utility.”

UTILITY POLE. A pole or similar structure that is used in whole or in part to provide communications services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure 15 feet in height or less unless an authority grants a waiver for such pole.

WIRELESS FACILITY. Equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities. The term does not include:

- (a) The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;
- (b) Wireline backhaul facilities; or
- (c) Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

WIRELESS INFRASTRUCTURE PROVIDER. A person who has been certificated to provide telecommunications service in the state and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.

WIRELESS PROVIDER. A wireless infrastructure provider or a wireless services provider.

WIRELESS SERVICES. Any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

WIRELESS SERVICES PROVIDER. A person who provides wireless services.

WIRELESS SUPPORT STRUCTURE. A freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole.

WRAP. An aesthetic covering depicting artistic or scenic imagery. Imagery in a wrap may not contain any advertising.

Sec. 58-73. Registration For Placing Or Maintaining Communications Facilities in the Public Rights-Of-Way.

- (a) All persons, including, but not limited to a communications services provider, pass-

through provider, or wireless infrastructure provider, seeking to place or maintain a communications facility, backhaul facility, utility pole for collocation of a small wireless facility, or wireless support structure in public rights-of-way in the city pursuant to this Article shall first register with the city in accordance with this Article before being eligible to receive a permit. Subject to the terms and conditions prescribed in this Article and approval of a permit, a registrant may place or maintain a communications facility in public rights-of-way. A communications services provider, pass-through provider, or wireless infrastructure provider with an existing communications facility in the public rights-of-way of the city as of the effective date of this Article has ninety (90) days from the effective date of this Article to comply with the terms of this Article, including, but not limited to obtaining an effective registration, or be in violation thereof.

(b) Requirements for an effective registration. A person that desires to place or maintain a communications facility, backhaul facilities and an infrastructure provider that seeks to apply to install a utility pole for collocation of a small wireless facility in the public rights-of-way in the city shall file an original registration, along with two complete copies with the city manager that shall include the following information:

- (1) Name of the registrant;
- (2) Name, address and telephone number of the registrant's primary contact person in connection with the registration and name, address, telephone number and email addresses of the registrant's primary contact person in the event of an emergency or issue involving its facilities, which shall be monitored 24 hours per day, 7 days per week.
- (3) The type of communications services that the registrant provides or intends to provide within the city (if more than one, state all that apply), or, if none, indicate that the registrant is a communications facility provider, wireless infrastructure provider, or pass-through provider, as the case may be, and whether the registrant currently remits or intends to remit Communications Service Tax, as authorized in Ch. 202, F.S.;
- (4) Evidence of the insurance coverage required under this Article;
- (5) Acknowledgment that registrant has received and reviewed a copy of this Article;
- (6) A copy of the registrant's certificate of authorization, public convenience and necessity, or other similar certification or licenses issued by the Florida Public Service Commission, the Florida Department of State, the FCC, or other federal authority. A copy of federal or state certification authorizing the registrant to provide communications services, if any;
- (7) If the registrant is a corporation, proof of authority to do business in the State of Florida, including the number of the corporate certification; and
- (8) A permanent performance bond to guarantee compliance in accordance with this Article.

(c) Insurance.

- (1) Registrant shall provide, pay for and maintain satisfactory to the city, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the state of Florida and having a rating in Best's Insurance Guide of A or better, or having a rating acceptable to the city. All liability policies shall provide that the city is an additional insured in the endorsement. The required coverages must be evidenced by properly executed

certificates of insurance forms. The certificates must be signed by the authorized representative of the insurance company and shall be filed and maintained with the city annually. Thirty-days advance written notice by registered or certified mail must be given to the city of any cancellation, intent not to renew, or reduction in the policy coverages. In addition to the certificate of insurance, the registrant shall provide a copy of the insurance policy, if requested by the city.

- (2) The limits of coverage of insurance required shall be not less than the following:
- i. Worker's compensation and employer's liability. Insurance employer's liability: Florida statutory requirements.
 - ii. Comprehensive general liability. Bodily injury and property damage: \$3,000,000 combined single limit each occurrence. Said coverage shall not exclude contractual liability, products/completed operations, independent or contractors.
 - iii. Automobile liability. Bodily injury and property damage: \$3,000,000 combined single limit each accident.
 - iv. Umbrella or excess liability. Registrant may satisfy the minimum limits required above for either commercial general liability, business auto liability and employer's liability coverage under umbrella or excess liability. The umbrella or excess liability shall have an aggregate limit not less than the highest "each occurrence" limit for commercial general liability, business auto liability or employer's liability. The city shall be specifically endorsed as an "additional insured" on the umbrella or excess liability, unless the certificate of insurance states the umbrella or excess liability provides coverage on a "follow-form" basis.
 - v. Self-insurance. Registrant may satisfy the insurance requirements and conditions of this division under a self-insurance plan and/or retention if acceptable to the city in its sole discretion based on the city's evaluation of the registrant's ability to comply with the code. Registrant agrees to notify the city, and/or indicate on the certificate(s) of insurance when self-insurance is relied upon or when a self-insured retention meets or exceeds \$100,000. The city reserves the right, but not the obligation, to request and review a copy of the registrant's most recent annual report or audited financial statement, which the registrant agrees to furnish for the purpose of determining the registrant's financial capacity self-insure.
- (3) Right to review. City, by and through its risk manager, reserves the right to review, modify, reject or accept any required policies of insurance or self-insurance, including limits, coverages, or endorsements herein from time to time throughout the life of this Article. City reserves the right, but not the obligation, to review and reject any insurer or self-insurer providing coverage because of its poor financial condition or failure to operate legally.
- (4) This Article shall not be construed to affect in any way the City's rights, privileges and immunities as set forth in F.S. §768.28. Insurance under this Article shall run continuously with the presence of the registrant's facilities in the public rights-of-way, and any termination or lapse of such insurance shall be a violation of this Article and subject to the remedies as set forth herein. Notwithstanding the foregoing, the city may, in its sole discretion, require increased or decreased levels of insurance.
- (d) Permanent Performance Bond to Guarantee Compliance. For an effective registration, a registrant shall file with the city, for city approval, a performance bond fund in the amount of fifty thousand dollars (\$50,000), in the form of a cash deposit or irrevocable letter of credit. Any cash deposit shall be held in an account maintained by the city and shall be used solely as provided in this Article. The letter of credit shall be issued by a financial

institution within Volusia County and shall be in a form and issued by a financial institution acceptable to the city attorney. The permanent performance bond is not required in a registrant's capacity, if applicable, as a dealer of communications services. The permanent performance bond is required and shall be conditioned on the full and faithful performance by the registrant of all requirements, duties and obligations imposed by the provisions of this Article, including but not limited to requirements to restore the public rights-of-way and guarantee such restoration, remove abandoned facilities, pay appropriate compensation to the city for collocation on city poles, indemnify the city and pay for damages to city or other facilities as a result of registrant's placement or maintenance of communications facilities. Should the city draw upon the permanent performance bond, the city shall promptly notify the registrant, and the registrant shall promptly restore the cash deposit and/or letter of credit, as may be necessary, to the full amount. In the event a registrant fails to perform its duties and obligations imposed upon the registrant by the provisions of this Article, subject to appropriate notice, there shall be recoverable from the performance bond any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the registrant, plus a reasonable allowance for attorneys' fees. The cash deposit or letter of credit shall be furnished as frequently as necessary to provide a continuing guarantee of the registrant's full and faithful performance at all times. A registrant may request that the city return the cash deposit or letter of credit or approve the cancellation of the performance bond upon the expiration of a registrant's obligations pursuant to the code and in no event while a registrant maintains obligations with respect to facilities in the public rights-of-way. In the event the city returns the cash deposit, it shall be without interest.

- (e) Review of Registration. The city shall review the information submitted by the registration applicant. If the applicant submits information in accordance with this subsection the city shall notify the applicant of the effectiveness of registration in writing. If the city determines that the information has not been submitted in accordance with this subsection, the city shall notify the applicant in writing of the non-effectiveness of registration, and reasons for the non-effectiveness. The city shall so notify an applicant within 30 days after receipt of registration information from the applicant. A notice of non-effectiveness of a registration shall not preclude an applicant from reapplying or filing subsequent applications for registration under the provisions of this Article.
- (f) Regulations Applicable to Registrations.
 - (1) A registration shall not convey any title, equitable or legal, in the public rights-of-way. Registration under this Article governs only the placement or maintenance of communications facilities in public rights-of-way. To the extent not inconsistent with applicable law, registration does not excuse a communications services provider from obtaining appropriate access or pole attachment agreements before locating its facilities on the city's or another person's facilities. Within 30 days of any change in the information required to be submitted by a registrant, a registrant shall provide updated information to the city.
 - (2) Registration shall be nonexclusive. Registration shall not establish any right or priority to place or maintain a communications facility in any particular area in public rights-of-way within the city. Registrations are expressly subject to any future amendment to or replacement of this Article, and further subject to any additional city ordinances, as well as any applicable state or federal laws.
 - (3) Unregistered use of public rights of way. To the extent that a communications services provider, wireless infrastructure provider or pass-through provider with facilities in the public rights-of-way, is not registered as required herein, said person shall register with the city pursuant to this Article within ninety (90) days from the effective date of this Article. No new permits shall be issued to

unregistered persons with communications facilities within the public rights-of-way and such persons may be subject to the enforcement remedies.

- (4) Registration renewal. A registrant shall renew its registration with the city by September 30, of even-numbered years in accordance with the registration requirements in this Article, as may be amended, except that a registrant that initially registers during the even-numbered year when renewal would be due, or the odd-numbered year immediately preceding such even-numbered year, shall not be required to renew until the next even-numbered year. If no information in the then-existing registration has changed, the renewal may state that no information has changed. Failure to renew a registration may result in the city restricting the issuance of additional permits until the communications services provider has complied with the registration requirements of this Article.
- (5) Indemnification. A registrant shall, at its sole cost and expense, indemnify, hold harmless and defend the city, its officials, boards, members, agents and employees, against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses incurred by the city arising out of the placement or maintenance of its communications system or facilities in public rights-of-way, regardless of whether the act or omission complained of is authorized, allowed or prohibited by this Article, provided however, that a registrant's obligations hereunder shall not extend to any damages caused by the gross negligence, or wanton or willful acts of the city and to the extent not inconsistent with applicable law. In no event shall the City be liable for any damage or destruction to a communications facility placed in the City public rights-of-way including on a City utility pole. This provision includes, but is not limited to, the city's reasonable attorneys' fees incurred in defending against any such claim, suit or proceedings. City agrees to notify the registrant, in writing, within a reasonable time of city receiving notice, of any issue it determines may require indemnification. Nothing in this Article shall prohibit the city from participating in the defense of any litigation by its own counsel and at its own cost, if in the city's reasonable belief there exists or may exist a conflict, potential conflict or appearance of a conflict. Nothing contained in this Article shall be construed or interpreted:
- i. as denying to either party any remedy or defense available to such party under the laws of the State of Florida;
 - ii. as consent by the city to be sued; or
 - iii. as a waiver of sovereign immunity beyond the waiver provided in F.S. §768.28, as it may be amended.
- (6) A registrant may cancel a registration upon written notice to the city that the registrant will no longer place or maintain any communications facilities in public rights-of-way, and will no longer need to obtain permits to perform work in the public rights-of-way. A registrant shall not cancel a registration if the registrant continues to place or maintain any communications facilities in public rights-of-way.
- (7) Liens. No liens shall apply to public rights-of-way or city property as a result of the placement or maintenance of a registrant's facilities in the public rights-of-way or on a city utility pole. Any liens on a registrant's facilities shall be subordinate to the rights of the city pursuant to this Article. In the event any liens are filed on the city property or public rights-of-way, the registrant shall discharge such lien at its expense within ten (10) days of receiving notice, or the city may discharge such lien, and charge such costs plus reasonable attorney's fees to

registrant.

- (8) A registrant shall pay any personal property or other taxes or assessments that may be imposed on the registrant's facilities placed or maintained in the public rights-of-way or on the city's property including a utility pole as a result of a registrant's collocation on a city utility pole. A registrant shall reimburse the city for taxes paid by the city as a result of a registrant's facilities being placed or maintained in the public rights-of-way or on a city-owned utility pole.
- (9) Reports and records.
- (a) Upon reasonable request, a registrant shall provide the following documents to the city as received or filed:
- i. Any pleadings, petitions, notices, and documents, which may directly impact the obligations under this Article and which are reasonably necessary for the city to protect its interests under this Article.
- ii. Any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy.
- (b) The city shall keep any documentation, books and records of the registrant confidential to the extent required under Florida Statutes.
- (10) Termination of Registration. The city may terminate a registration if:
- (a) A federal or state authority suspends, denies, or revokes a registrant's certification or license required to provide communications services;
- (b) The registrant's placement or maintenance of a communications facility in the public rights-of-way presents an extraordinary danger to the general public or other users of the public rights-of-way and the registrant fails to remedy the danger promptly after receipt of written notice;
- (c) The registrant abandons its facilities in the public rights-of-way; or
- (d) The registrant commits substantial and material violations of any of the provisions of applicable codes including but not limited to this Article.
- (11) Notice of intent to terminate. Prior to termination, the city shall notify the registrant with a written notice setting forth all matters pertinent to the proposed termination action, including the reason therefore. The registrant shall have thirty (30) days after receipt of such notice within which to address or to eliminate the reasons or within which to present a plan, satisfactory to the city, to accomplish the same and to take such steps as are necessary to render every portion of the facilities remaining in the public rights-of-way of the city safe. If the plan is rejected by the city, the city shall provide written notice of such rejection within fifteen (15) days of receipt of the plan to the registrant and shall make a final determination as to termination of the registration and the terms and conditions relative thereto.
- (12) Post termination action. In the event of termination, following any appeal period, the former registrant shall: (a) in accordance with the provisions of this Article and as may otherwise be provided under state law, notify the city of the assumption or anticipated assumption by another registrant of ownership of the registrant's communications facilities in the public rights-of-way; or (b) provide the city with an acceptable plan for removal or disposition of its communications facilities in the public rights-of-way and restore the public rights-of-way to its

condition immediately prior to the removal. If a registrant fails to comply with this subsection, the communications facilities are deemed to be abandoned and the city may exercise any remedies or rights it has at law or in equity as well as the city's remedies pursuant to this Article, including but not limited to, utilize or allow other persons to utilize the registrant's facilities. The obligations of the registrant hereunder shall survive the termination of a registration. A registrant that has its registration terminated by the city under this Article may reapply for registration one (1) year after the termination date of the prior registration, unless otherwise permitted to reapply at the sole discretion of the city.

- (13) When removal not authorized or required. In the event of termination of a registration, this Article does not authorize the city to cause the removal of communications facilities used to provide another service for which the registrant or another person who owns or exercises physical control over the communications facilities holds a valid certification or license with the governing federal or state agency, if required, for the provision of such service, and is registered with the city, if required.
- (14) Transfer or control, sale or assignment of assets. If a registrant transfers, sells or assigns its registration or its facilities in the public rights-of-way, incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this Article. Written notice of any such transfer, sale or assignment shall be provided to the city within 20 days of the effective closing date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, and is in compliance with the provisions of this Article, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, or has an effective registration that is not in compliance with this Article as it may have been amended, then the transferee, buyer or assignee shall register as provided in this Article within 60 days of the transfer, sale or assignment. If permit applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the appropriate city officials that the transferee, buyer or assignee is the new applicant.
- (15) Pledges in trust or mortgages of the registrant may be made to any person with notice to the city. Any mortgage, pledge, lease or other encumbrance on the communications facilities shall be subject and subordinate to the rights of the city under this Article and applicable law.
- (16) City makes no warranties or representations regarding the fitness, suitability or availability of public rights-of-way for the registrant's communications facilities, and any performance of work or costs incurred by registrant or provision of services shall be at registrant's sole risk. Nothing in this Article shall affect the city's authority to add, vacate or abandon public rights-of-way, and the city makes no warranties or representations regarding the availability of any added, vacated or abandoned public rights-of-way for communications facilities.
- (17) Conditional use of public rights-of-way.
(a) In the event registrant desires to use its existing facilities or to construct new facilities for the purpose of providing other utility or non-utility services to existing or potential consumers or resellers, by providing any other services other than the provision of communications service, or for providing any other use to existing or potential consumers, a registrant shall seek such additional and separate authorization from the city for such activities as may be required by applicable law.

- (b) To the extent that any person or registrant leases or otherwise uses the facilities of a person that is duly registered or otherwise authorized to place or maintain facilities in the public rights-of-way of the city, such person or registrant shall make no claim, nor assert any right which will impede the lawful exercise of the city's rights, including requiring the removal of such facilities from the public rights-of-way of the city, regardless of the effect on registrant's ability to place or maintain its own communications facilities in public rights-of-way of the city.

Sec. 58-74.

Requirement of a Permit.

- (a) In accordance with applicable law, city ordinances, codes and regulations, including this Article, a right-of-way use permit issued by the city shall be required for a communications services provider, communications facility provider or a pass-through provider to place or to maintain a communications facility in the public rights-of-way unless otherwise exempt pursuant to this Article. An effective registration shall be a condition of obtaining a permit. Notwithstanding an effective registration, permitting requirements shall continue to apply. A permit may be obtained by or on behalf of a registrant having an effective registration if all permitting requirements are met. A registrant shall not commence to place or to maintain a communications facility in the public rights-of-way until all applicable permits have been issued by the city or other appropriate authority. Registrant shall comply with all city requirements for issuing permits, including reasonable rules or regulations governing the placement or maintenance of a communications facility in public rights-of-way. Permits shall apply only to the areas of public rights-of-way specifically identified in the permit. The city may issue a blanket permit to cover certain activities, such as routine maintenance and repair activities, that may otherwise require individual permits or may impose lesser requirements.

(b) Limited Exceptions to Permit Requirement.

- (1) A registrant shall be allowed to perform emergency maintenance within the public rights-of-way without first obtaining a permit or providing a performance bond. The term EMERGENCY shall mean a condition that affects the public's health, safety or welfare, which includes an unplanned out-of-service condition of a pre-existing service. Registrant shall provide prompt notice to the city of the placement or maintenance of a communications facility in public rights-of-way in the event of an emergency and, within two (2) business days of commencing the emergency maintenance, apply for a permit if such activity required a permit under this Article.
- (2) A registrant shall be allowed to perform routine maintenance within the public rights-of-way if such proposed routine maintenance does not involve excavation, construction, or disruption to transportation or utilities in the public rights-of-way. In the case of routine maintenance, a registrant shall provide reasonable advance written notice to the city identifying the areas where such maintenance will occur, scope of maintenance, date(s) and duration of work to be performed. If routine maintenance requires the closure of the public rights-of-way, a permit shall be required.
- (3) A permit shall not be required for replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size.
- (4) A registrant shall be allowed to place or to maintain a service drop within the public rights-of-way without first obtaining a permit if such proposed work does not involve excavation, construction, or the temporary closure of the public rights-of-way.

- (5) A permit shall not be required for the installation, placement, maintenance, or replacement of micro wireless facilities that are suspended on cable strung between existing utility poles in the public rights-of-way, in compliance with applicable codes by or for a communications services provider authorized to occupy the public rights-of-way and who is remitting Communications Services Tax under Chapter 202, Florida Statutes. Prior to placing a micro wireless facility in the public rights-of-way pursuant to this subsection, at least thirty (30) days prior to commencing said work, the registrant shall submit a certification or manufacturer's specifications with the micro wireless facility's dimensions to the city for review to confirm compliance with Section 337.401(7) and this Article. A registrant's submission to demonstrate a micro wireless facility's dimensions may apply to all identical micro wireless facilities sought to be placed in the public rights-of-way by such registrant and the registrant is not required to submit a new certification or manufacturer's specifications confirming a micro wireless facility's dimensions unless the registrant seeks to place a micro wireless facility with a different manufacturer or with different dimensions in the public rights-of-way. If the micro wireless facility's dimensions exceed the dimensions to constitute a micro wireless facility, the registrant shall not be authorized to place such facility in the public rights-of-way.
- (c) The city manager may cause an immediate stop work order where any permitted or unpermitted construction or other work in the public rights-of-way poses a serious threat to the health, safety or welfare of the public until such serious threat has been abated. Failure to comply with such order may subject a registrant, and its agents, employees, and contractors as applicable to appropriate enforcement remedies as set forth in this Article and applicable law.

Sec. 58-75. Permit Application Requirements and Review Procedures.

- (a) Pre-submittal meeting. To minimize issues related to a permit application, prior to submitting materials for a permit application, a registrant shall conduct a pre-submittal meeting with the city to discuss the registrant's plans and network goals for placing or maintaining facilities in the public rights-of-way. The city shall undertake efforts to accommodate a registrant's request for a pre-submittal meeting within ten (10) business days of a request. At a registrant's request, the city, in its sole discretion, may waive the requirement of a pre-submittal meeting for good cause based on the scope of the proposed permit and registrant's compliance with this Article. In no event shall the requirement of a pre-submittal meeting be waived for a consolidated permit.
- (b) Application requirements for all communications facilities in the public rights-of-way. As part of any permit application to place or maintain any facility pursuant to this Article in the public rights-of-way, a registrant or a registrant's agent or contractor shall provide a permit application on a form provided by the city that, at a minimum, includes the following information:
- (1) If the applicant for the permit is not the registrant, a statement of authority by the registrant for the applicant to act on behalf of the registrant. In addition, if the applicant is a contractor, the contractor's license or registration and contractor's insurance information confirming the contractor's authority to perform construction in the city and statements as to whether the contractor has any open permits with the city, and if so, the permit identification number or information.
- (2) Confirmation that the applicant engaged in a pre-submittal meeting or such meeting was waived by the city and that the applicant has an effective registration with the city.

- (3) Engineering plan. An engineering plan signed and sealed by a Florida licensed engineer, that includes the following:
- (a) Except for applications to collocate small wireless facilities on existing utility poles in the public rights-of-way, an American Land Title Association (ALTA) or other survey pursuant to the city's application form demonstrating that the proposed location of the facility or utility pole is within the public rights-of-way, unless waived by the city in its sole discretion, pursuant to an applicant's attestation that the proposed facility is located with the public rights-of-way;
 - (b) The type of proposed facility, location of the proposed facility, and the dimensions, height, footprint, stealth design, and concealment features of the proposed facility;
 - (c) The Global Positioning System (GPS) coordinates of the proposed facility. The GPS coordinates shall be based on the reading from a handheld mobile GPS unit set to Datum NAD 83 or WGS84. GPS coordinates based on Google Earth or similar application may be used where areas of shading occur due to overhead canopy. GPS Coordinates shall be provided in decimal degrees at a six (6) decimal point precision;
 - (d) Whether the proposed facility is proposed within a location subject to restrictions pursuant to subsection 58-78(b) of this Article;
 - (e) For new communications facilities, within a fifty (50) foot radius, a sketch showing pavement, sidewalks, driveways, ramps, trees, below-grade utilities, and other above-grade and below-grade structures and facilities located within the public rights-of-way and the distances from the proposed facility and the edge of nearby pavement, sidewalks, driveways, ramps, the nearest residential properties, nearby drainage systems, trees, ground-mounted equipment, nearby structures in the public rights-of-way, underground utilities and other above-grade and below-grade structures and utilities located within the public rights-of-way;
 - (f) Sufficient specificity demonstrating compliance with applicable codes, the Florida Building Code, most current edition, specifically including but not limited to terms of compliance with the High Velocity Zone Criteria specified therein, the 2010 Florida Department of Transportation Utility Accommodation Manual, as applicable; National Electrical Code, the National Electrical Safety Code and the "Safety Rules for the Installation and Maintenance of Electrical Supply and Communication Lines" established by the Department of Commerce, Bureau of Standards of the United States, as may be amended;
 - (g) If applicable, the routes of all transmission and distribution lines to be placed or maintained in the public rights-of-way in connection with the proposed facility (such lines may be subject to separate permit requirements);
 - (h) Certification that the proposed facility will not materially interfere with the safe operation of traffic control equipment;
 - (i) Certification that the proposed facility will not interfere with sight lines or clear zones for transportation, pedestrians, or public safety purposes or result in the public rights-of-way being inconsistent with the Florida Greenbook;
 - (j) Certification that the proposed facility will not materially interfere with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement; and
 - (k) Other engineering information that may be requested by the city.

- (4) Trees or landscaping proposed to be removed or impacted upon the placement or maintenance of the proposed facility.
- (5) Photographic or video documentation of the pre-construction condition of the public rights-of-way in the area to be affected by the installation of the proposed facility.
- (6) Description of installation or construction. A description of the method by which the facility will be installed and/or modified (i.e. anticipated construction methods or techniques).
- (7) Temporary sidewalk closure plan. The applicant shall provide a temporary sidewalk closure plan, if appropriate, to accommodate placement or maintenance of the facility.
- (8) Temporary Traffic Control (TTC) plan. The applicant shall provide a temporary traffic lane closure and Temporary Traffic Control (TTC), if appropriate, to accommodate placement or maintenance of the facility.
- (9) Restoration plan and estimated cost of restoration of the public rights-of-way. A restoration plan and a good faith estimate of the cost of restoration of the public rights-of-way. Such good faith estimate shall be accepted by the city unless the city determines such estimated costs are not representative of the actual costs of the restoration of the public rights-of-way. Estimates of the cost to restore the public rights-of-way shall include all costs necessary to restore the public rights-of-way to its original condition. Such good faith estimate may include, but shall not be limited to, costs to restore the paving, curbs/gutters, sidewalks, multi-purpose trails, and landscaping. All planted or naturally occurring shrubbery or vegetation, including sod, damaged or destroyed during work in the public rights-of-way shall be replaced. Tree or landscaping removal shown on the permit shall not be considered damage or impairment to be restored to the original condition provided the applicant complies with the approved mitigation plan, if any.
- (10) Timetable for construction or installation. The timetable for construction, placement or maintenance of the proposed facility or each phase thereof.
- (11) Indemnification. A statement shall be included with the permit application that by execution of the application and by applying for the permit, the applicant shall be bound to the city with respect to the indemnification provisions set forth in subsection 58-73(f)(5) of this Article.
- (12) Airport airspace protection. If applicable, the applicant shall confirm compliance with Chapter 333, F.S. and all city, State and federal laws and regulations, as amended, pertaining to airport airspace protections.
- (13) Attestation. For applications by a wireless infrastructure provider or its contractor for the placement or maintenance of a utility pole in the public rights-of-way for collocation of a small wireless facility, the applicant shall provide an attestation by an officer of the registrant that a small wireless facility will be collocated on the utility pole and will be used by a wireless services provider to provide communication service within nine (9) months after the date the application is approved.
- (14) Pole attachment agreement. If applicable for the proposed facility, except for applicants whose pole attachments are regulated by 47 U.S.C. § 224, the applicant shall provide a copy of a fully executed valid pole attachment

agreement between the owner of the utility pole and registrant. In lieu of providing the complete pole attachment agreement between the owner of the utility pole and registrant, the applicant may provide the first page of such agreement and the signature page or a notarized letter of authorization from the owner of the utility pole, providing adequate identifying information, acceptable to the city, and indicating the registrant is authorized to install its facility on the identified utility pole. By submitting an application, the applicant certifies to the city that it has authority from the utility pole owner to collocate its facility.

- (15) Information regarding height limitations. For an application for a new utility pole to support the collocation of a small wireless facility, the applicant shall provide information regarding the height and GPS location of the tallest utility pole located in the same public rights-of-way as of July 1, 2017, measured from grade in place within five hundred (500) feet of the proposed location of the utility pole. If there is no utility pole within five hundred (500) feet of the proposed utility pole as of July 1, 2017, the applicant shall so certify.
- (16) If the permit application includes a backup power supply, information to demonstrate that the backup power supply and proposed fuel storage satisfies the applicable codes as well as codes and standards of the National Fire Protection Association.
- (17) In addition to the requirements herein, as part of any permit application to place or maintain a small wireless facility in the public rights-of-way, the applicant shall provide the following:

 - (a) Documentation to the satisfaction of the city from a Florida licensed engineer, that the structure and foundation of the utility pole intended to support the collocation of the small wireless facility can support the additional load of the proposed small wireless facility consistent with the requirements of the Florida Building Code;
 - (b) Certification and description by the applicant to the satisfaction of the city how the proposed small wireless facility complies with the objective design standards set forth in this Article. For a proposed ground-mounted small wireless facility, such information shall include whether the proposed small wireless facility includes a wrap that has been approved by the city or is of an architectural design that is substantially similar to other infrastructure in the area of the public rights-of-way or has been approved by the city.
 - (c) Accurate photo simulations of the proposed small wireless facility and if applicable, as collocated on the utility pole.
- (18) Applicable permit fees including reimbursement for city consultants, to the extent not inconsistent with applicable law.
- (19) Consolidated permit application and single application for multiple locations. A registrant may submit a single application to place or to maintain multiple facilities in the public rights-of-way, where it would be more efficient for the registrant and the city to address multiple facilities in one permit application. An applicant seeking to collocate multiple small wireless facilities may file a consolidated permit application and receive a single permit for the collocation of up to 30 small wireless facilities. The application must include the information required for an application for each of the proposed small wireless facilities. In addition, prior to applying for a consolidated permit, the applicant must engage in a pre-submittal meeting with the city to discuss all proposed small wireless facilities. If the application includes multiple small wireless facilities, the city may separately address small wireless facility collocations for which incomplete

information has been received or which are denied.

(20) To the extent not inconsistent with applicable law, such additional information requested by the city reasonably necessary for the permit application.

(c) Application Review and Procedures for Small Wireless Facilities and Utility Poles for Collocation of Small Wireless Facilities.

(1) Time periods within this subsection may be extended for the period of time impacted by a force majeure event or by a declared State of Emergency by the city or Governor of the State that impacts the city ("force majeure extension). If an applicant opposes a force majeure extension pursuant to this subsection, it shall notify the city within 24 hours of such extension becoming effective or the applicant shall be deemed to have consented to the extension.

(a) Unless extended by mutual consent of the applicant and city, within 14 days after receiving an application, the city manager will notify the applicant by electronic mail as to whether the application is complete. If an application is deemed incomplete, the city will specifically identify the missing information. An application is deemed complete if the city fails to provide notification to the applicant within 14 days.

(b) Negotiation Process.

(1) Unless extended by mutual consent of the applicant and the city, within 14 days after the date of filing the application, the city may request that the proposed location of a small wireless facility be moved to another location in the right-of-way and placed on an alternative city utility pole or support structure or may place a new utility pole. The city and the applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request.

(2) At the conclusion of the negotiation period, if the alternative location is accepted by the applicant, the applicant must notify the city of such acceptance and the application shall be deemed granted for any new location for which there is agreement and all other locations in the application.

(3) If an agreement is not reached, the applicant must notify the city of such nonagreement and the city must grant or deny the original application within 90 days after the date the application was filed unless extended by mutual consent of the applicant and city. Failure of the applicant to so notify the city as required herein shall be deemed to constitute the applicant's consent to the city's alternative location. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.

(c) The city processes all applications on a nondiscriminatory basis. Unless the city and the applicant engage in negotiations as provided above, the city will approve or deny the application and will notify the applicant by electronic mail whether the application is approved or denied within 60 days after the receipt of a completed application.

- (d) Extension of time. If the city and the applicant do not engage in negotiations, the applicant and city may mutually agree to extend the 60-day application review period. The city shall grant or deny the application at the end of the extended period.
- (e) The city may deny a proposed collocation of a small wireless facility in the public rights-of-way if the proposed collocation:
 - (1) Materially interferes with the safe operation of traffic control equipment;
 - (2) Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes;
 - (3) Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement;
 - (4) Materially fails to comply with the 2010 edition of the Florida Department of Transportation Utility Accommodation Manual; or
 - (5) Fails to comply with applicable codes.
- (f) Cure Procedure.
 - (1) If the application is denied, the city will specify the basis for the denial, including the specific code provisions on which the denial was based, on the day the city denies the application.
 - (2) The applicant may cure the deficiencies identified by the city and resubmit the application within 30 days after the notice of denial is sent.
 - (3) If an attempt to cure is made by the applicant, the city will approve or deny the revised application within 30 days after receipt of the revised application. If the applicant revises any information in the application other than to address expressly the deficiencies identified by the city, the applicant shall submit a new application.
 - (4) The city's second and subsequent reviews of revised applications will be limited to the deficiencies cited in the denial notice.
- (g) A permit issued pursuant to an approved application shall remain in effect for one (1) year unless otherwise extended, suspended, or revoked by the city pursuant to this Article. If a small wireless facility or utility pole is installed without a permit pursuant to applicable state or federal law, the applicant shall nevertheless be required to have an effective registration, comply with development standards and provide the performance bond required in this Article prior to performing construction.
- (h) A permit from the city constitutes authorization to undertake only certain activities in the public rights-of-way in accordance with this Article, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way.

- (2) Review procedures for applications for all other communications facilities.
The city shall review and process applications for other communications facilities not subject to the Advanced Wireless Infrastructure Deployment Act, Section 337.401(7), F.S., consistent with applicable law.
- (3) Suspension and revocation of permits.
- (a) The city may order the suspension of placement and maintenance work under a permit and ultimately may suspend or revoke any permit, in the event of a material breach of the terms and conditions of any applicable codes including but not limited to this Ordinance, State and federal laws and regulations, or any condition of the permit. A material breach by the permittee may include, but is not limited to:
- (1) The violation of any material provision of the permit or applicable codes;
- (2) An evasion or attempt to evade any material provision of the permit or the perpetration or attempt to perpetrate any fraud or deceit upon the city;
- (3) Any material misrepresentation of fact in the process of permittee's request for a permit or registration;
- (4) The failure to maintain the required performance cash bond or insurance;
- (5) The failure to properly restore the public rights-of-way;
- (6) The failure to comply within the specified time with an order issued by the city
- (7) The failure to register, renew a registration, or provide notice of transfer in accordance with this Article;
- (8) The failure to relocate or remove facilities pursuant to this Article and Sections 337.402, 337.403 and 337.404, F.S., as amended;
- (9) Conducting work in the public rights-of-way without a permit, if required.
- (b) If the city determines that a registrant has committed a substantial breach of a term or condition of the permit or violation of applicable codes including but not limited to this Article, the city shall make a written demand upon the registrant to remedy such violation. The demand shall state that the continued violation(s) may be cause for suspension or revocation of the permit. Further, the city may place additional or revised permit conditions on the permit following a substantial breach. In addition, the city may refuse to issue new permits and may deny an application for a new permit to a registrant or registrant's contractor that has materially violated any provisions of a permit or applicable codes including but not limited to this Article, until such time as the registrant cures the violation to the satisfaction of the city, including paying any damages, costs or penalties that may have been assessed.
- (c) Within thirty (30) days of receiving notification of the breach, the permittee shall contact the city and provide a plan, acceptable to the city. The city shall provide additional time as reasonably necessary for a permittee to establish an acceptable plan taking into account the nature and scope of the alleged breach. The permittee's failure to so contact the city, or the permittee's failure to submit an acceptable plan, or the permittee's failure to reasonably implement the approved plan, shall be cause for revocation or suspension of the permit. A final determination to suspend or to revoke a permit may be appealed in accordance with the procedures set forth in this Article. Nothing herein shall affect the

city's ability to take immediate action or to cause a registrant to take immediate action pursuant to this Article or applicable law to address any condition that threatens the health, safety or welfare of persons or property.

(d) If a permit is revoked, the permittee shall reimburse the city for the city's reasonable costs, including restoration costs, administrative costs, and the cost of collection. These costs may also be deducted from the registrant's permanent performance cash bond in the city's discretion.

(e) The city manager may cause an immediate stop work order where the construction poses a serious threat to the health, safety or welfare of the public until such time as such serious threat has been abated.

(4) Requests for waivers.

(a) Nothing in this Article shall be construed to prohibit or have the effect of prohibiting the nondiscriminatory and competitively neutral use of public rights-of-way by communications service providers, communications facility providers or pass-through providers, in violation of federal or state law.

(b) A waiver may be granted by the city manager in those circumstances where a competitively neutral use of the public rights-of-way is impaired by strict application of the requirements of this Article.

(c) A request for a waiver shall be filed either prior to or contemporaneously with the permit application. The request for waiver shall contain each provision for which a waiver is sought. A request for a waiver shall include the following information:

(1) A detailed explanation, with supporting engineering information by a Florida licensed engineer or other data, as to why a waiver from the requirements of this Article is required to allow the applicant to have nondiscriminatory and competitively neutral use of the public rights-of-way, including a detailed explanation addressing the relevant engineering criteria;

(2) Nature and characteristics of the surrounding neighborhood;

(3) Any special conditions and circumstances affecting the proposed site which prevent compliance with the Article or subsection for which a waiver is being sought;

(4) If applicable, topography, tree coverage and foliage in the immediate surrounding area of the proposed facility or within the surrounding neighborhood;

(5) Design of the proposed facility with particular reference to achieving compatibility with the surrounding neighborhood and other structures in the public rights-of-way and eliminating adverse visual impacts;

(6) If the proposed waiver is compliant with the Americans With Disabilities Act, 42 U.S.C. §12101, et seq., and applicable codes;

- (7) Any other information the city may reasonably require to process the request for waiver.
 - (d) The city shall grant or deny a request for a waiver within forty-five (45) days after receiving the request for waiver or time frame under applicable law unless the applicant and city consent to an extension. In granting any waiver, the city may impose conditions to the extent the city determines such conditions are necessary to minimize any adverse effects of the proposed facility on the surrounding neighborhood or to protect the health, safety and welfare of the public.
 - (e) Should a request for waiver, and ultimately a permit, be denied by the city, the denial of the waiver may be appealed with an appeal of the permit denial in accordance with this Article.
- (5) Appeals.
 - (a) Final, written decisions of a designee of the city manager, including but not limited to, a decision suspending, revoking, or denying a permit, denying a registration, denying a renewal of a registration, suspending or terminating a registration or denying a request for a waiver, or imposing costs or a fine, are subject to appeal to the city manager. An appeal must be filed with the city manager within thirty (30) days of the date of the final, written decision to be appealed. An applicant shall waive any appeal that is not timely filed as set forth herein. The city manager shall hear or may appoint a hearing officer to consider the appeal. The decision on appeal shall be based on the information submitted previously to the city and no new information shall be considered. Subject to a force majeure event, the hearing shall occur within 30 days of the receipt of the appeal, unless waived by the applicant, and a written decision shall be rendered within 20 days of the hearing.
 - (b) An appeal from a decision of the city manager or a hearing officer may be appealed to the city council within 30 days, by filing a written notice of appeal with the city clerk and providing copies to the city manager and the city attorney. Any appeal not timely filed shall be waived. The notice of appeal shall state the decision which is being appealed, the grounds for appeal, a brief summary of the relief which is sought, and shall be accompanied by a nonrefundable fee to be established by administrative order of the city manager. The city council may affirm, modify or reverse the decision of the city manager. The city manager shall notify any party who has filed a written request for such notification of the date when the matter will be presented to the city council. Nothing contained herein shall preclude the city council from seeking additional information prior to rendering a final decision. The decision of the city council shall be by resolution and a copy of the decision shall be forwarded to the city manager and the appealing party. Within the time prescribed by the appropriate Florida Rules of Appellate Procedure, a party aggrieved by a decision of the city council may appeal an adverse decision to the Circuit Court In And For Volusia County or applicable federal district court. The party making the appeal shall be required to pay to the city clerk a fee to be established by administrative order of the city manager, to defray the costs of preparing the record on appeal. Said fee shall be effective upon approval by the Council.

Sec. 58-76. Performance construction bond.

- (a) Prior to the issuance of any permit in accordance with this Article, or performing any work

in the public rights-of-way, either pursuant to a permit or without a permit if authorized by applicable law except in the case of an emergency pursuant to this Article, a registrant or contractor that applies for a permit on behalf of a registrant shall deposit with the city a cash performance construction bond, consistent with Section 58-35 of the city code, to secure the restoration of the public rights-of-way, and to ensure the registrant's or contractor's faithful performance of the construction or other work in the public rights-of-way, in accordance with applicable sections of the code. The cash performance construction bond shall be conditioned upon the full and faithful compliance by the registrant or contractor with all requirements, duties, and obligations imposed by the permit and provisions of this Article during and through completion of the placement or maintenance project. The performance construction bond shall be in an amount as determined by the city based on one-hundred ten percent (110%) of the estimated costs of the restoration of the public rights-of-way submitted by the applicant. For a consolidated permit, the registrant or contractor shall provide a cash performance construction bond based on the amount of the total costs of the restoration of the public rights-of-way for all small wireless facilities to be collocated on utility poles within the public rights-of-way, but in no event, shall be less than ten thousand dollars (\$10,000). Notwithstanding any provision herein, the minimum amount of the performance construction bond for a new or replaced utility pole or small wireless facility over six (6) cubic feet shall be twenty-five thousand dollars (\$25,000). The city shall not require a performance construction bond if the estimated cost of restoration of the public rights-of-way is less than one thousand dollars (\$1,000).

- (b) In the event a registrant or contractor subject to such a cash performance construction bond fails to complete the work in a safe, timely and competent manner in accordance with the provisions of the permit or code, there shall be recoverable, from such cash construction bond, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the registrant, or the cost of completing the work, plus a reasonable allowance for attorney's fees, up to the full amount of the bond.
- (c) The performance construction bond shall be non-cancelable and shall be for a term of not less than one-year after the anticipated date of the later of completion of construction, restoration and city inspection. No less than one-year after completion of the construction and satisfaction of all obligations in accordance with the bond, the registrant or contractor may request that the city remove the requirement to continue the performance construction bond. In accordance with the current standards of the city, and satisfaction of all obligations in accordance with the bond, the city shall return the cash performance construction bond without interest. Notwithstanding, the city shall require a new cash performance construction bond for any subsequent work performed in the public rights-of-way as required by this Article.
- (d) The rights reserved by the city with respect to any performance construction bond established pursuant to this division are in addition to all other rights and remedies the city may have under this Article, or at law or equity, and no action, proceeding or exercise of a right with respect to the performance construction bond will affect any other right the city may have.

Sec. 58-77. Construction Methods for Placing or Maintaining Communications Facilities in Public Rights-of-Ways.

- (a) A registrant shall place and maintain its communications facility in public rights-of-way in a manner consistent with accepted industry practice and applicable codes. All safety practices required by applicable codes or accepted industry practices and standards shall be used during the placement or maintenance of communications facilities, including but not limited to, Chapter 33 of the Florida Building Code. Registrant shall use and exercise due caution, care and skill in performing work in the public rights-of-way, and shall take

all reasonable steps to safeguard work site areas including maintenance of traffic.

- (b) In connection with excavation in the public rights-of-way, the requirements of this Article shall control to the extent of any conflict with Chapter 58, Article II, Sections 58-33 through 58-36 of the code.
- (c) In addition, in connection with excavation in the public rights-of-way, a registrant shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in F.S. Ch. 556, as it may be amended. In the event of any conflicts with existing utilities or utility service laterals, the proposed location of the communications facility will be adjusted, not the utility.
- (d) To the extent not inconsistent with applicable codes, underground cables, where required, shall have consistent alignment parallel with the edge of pavement, a thirty-six-inch (36") depth of cover for the paved portion of roadways, sidewalks and driveway aprons a twenty-four-inch (24") to thirty-inch (30") depth of cover in all areas except the paved portion of roadways, sidewalks and driveway aprons, and shall have a three-foot (3') horizontal clearance from underground utilities and their appurtenances. Below grade communication facility shall not be allowed under a swale or ditch unless such restriction is waived by the Public Works Operation Manager or City Manager with appropriate conditions of a permit that the registrant or permittee clean or re-excavate the swale or ditch to its appropriate grade prior to installation of the facility.
- (e) Grounding rods and pull boxes. The grounding rod may not extend above the top of the public right-of-way or sidewalk and must be placed in a pull box, and the ground wire between the pole and ground rod must be inside an underground conduit. All pull boxes shall be vehicle load bearing, comply with applicable codes and FDOT Standard specification 635 and be listed on the FDOT Approved Products List. A concrete pad shall be installed around all pull boxes not located in the sidewalk. No new or replacement pull boxes shall be located in pedestrian ramps.
- (f) Consistent with Section 58-36 of the code, the city may require the use of trenchless technology (i.e., directional bore method) or may prohibit underground missile boring for the installation of facilities underground in the public rights-of-way. The registrant shall be solely liable for the displacement, damage or destruction of any property, public rights-of-way, irrigation system, utility, or landscaping as a result of the placement or maintenance of its facility within the public rights-of-way. The city may issue such rules and regulations concerning the method for placement or maintenance of a communications facility in public rights-of-way as may be consistent with this Article and other applicable codes and standards. The provisions of this subsection are not intended to prevent the use of any method of construction not specifically prescribed by this subsection, provided that any such method has been approved by the city.
- (g) In an effort to minimize adverse impacts and disruption in the public rights-of-way and to other municipal improvements, the city may require a communications services provider to coordinate the placement or maintenance of its facilities with any work, construction, installation in or repairs of the subject public rights-of-way or other facilities therein, that is occurring or is scheduled to occur within a reasonable time from the date(s) requested in the communications services provider's permit application. The city may require a registrant to alter reasonably its placement or maintenance schedule as necessary to minimize disruptions and disturbance in the public rights-of-way. The city may provide a more definite time frame based on specific city construction or maintenance schedules. Within the public rights-of-way, every communications services provider shall make space available in its trench and/or conduit to other communications services providers consistent with the federal requirements of 47 U.S.C. §224. Every communications services provider shall utilize existing conduits, pathways and other facilities whenever possible, and shall not place or maintain any new, different, or additional poles, conduits,

pathways or other facilities, whether in the public rights-of-way or on privately-owned property, until written approval is obtained from the city or other appropriate governmental authority, and, where applicable, from the private property owner.

- (h) Limits on excavation in restored rights-of-way. To avoid continual disruption and degradation to the public rights-of-way and in the interest of public safety, an area of the public rights-of-way that has been subject to excavation and restored shall not be subject to re-excavation until at least two (2) years following the completion of such restoration, to the extent not inconsistent with applicable law, unless waived by the city. If the areas where the excavation is to occur has not been fully restored by a permittee, the subsequent permittee may apply for and the city may issue a permit that requires the subsequent permittee to restore the public rights-of-way to the original condition and to warrant such restoration consistent with this Article. For the purpose of this Article, excavation shall have the meaning set forth in Section 556.102(6), Florida Statutes, as it may be amended. Registrants seeking to place communications facilities in the public rights-of-way through excavation are strongly encouraged to contact other registrants and communications services providers to coordinate the placement of communications facilities in the public rights-of-way.
- (i) Trees. A registrant shall comply with the requirements of Chapter 9, Article II of the City's Land Development Code with respect to the proposed removal or disturbance of any trees on private property. A registrant shall not prune, remove or materially disturb trees during placement or maintenance of communications facilities, small wireless facilities, micro wireless facility, or utility poles in the public rights-of-way, unless approved pursuant to an applicable permit issued by the city, to the extent not inconsistent with applicable law. Tree removal or pruning is not permitted within the public rights-of-way to increase signal strength or to provide a line-of-sight for wireless facilities. Landscaping may only be disturbed or removed during placement or maintenance of communications facilities pursuant to a permit issued by the city. The city may require that any landscaping or trees so removed shall be replaced or mitigated in accordance with the approved restoration plan.
- (j) Restoration of public rights-of-way. A registrant shall, at its own expense, restore the public rights-of-way to at least its original condition before such work in public rights-of-way was initiated, subject to the city's satisfaction upon inspection. Registrant shall warrant its restoration for a period of 12 months after completion of such restoration. If the registrant fails to make such restoration within seven (7) calendar days after completion of construction, or such other time as may be required by the city, the city may, after written notice to the registrant, perform such restoration using city employees, agents or contractors, and charge all costs of the restoration to the registrant in accordance with F.S. § 337.402, as it may be amended, and require reimbursement within 30 days after the submission of the invoice by the city to the registrant. Consistent with Section 58-37 of the code, if the registrant fails to complete restoration work by the estimated date for completion listed in the permit, following notice to the registrant or permittee, the city shall have the right to restore the right-of-way and to charge the registrant or permittee for actual costs of such restoration work plus 25 percent of such costs for administrative expenses, to the extent not inconsistent with Sec 337.402, Florida Statutes, as it may be amended. The costs and administrative expenses shall not be eligible for credit against any other payments that may be owed by the registrant to the city. Consistent with Section 58-39 of the code, the city manager shall make inspections to administer and enforce the provisions of this subsection. The registrant or permittee shall notify the city manager 48 hours prior to commencing construction and at the time of completion of work under the permit. Upon completion, the city manager shall inspect the work to determine whether the restoration has been acceptably completed. In such event, the city shall notify the applicant in writing that the 12-month restoration warranty period has begun.

- (k) A registrant shall immediately notify the city of any damage to city utilities, city fiber or other city facilities as a result of a registrant's construction in the public rights-of-way. The registrant shall repair such damage at its expense within the time frame required by the city given the nature of the damage and impact on city services. In its discretion, the city may repair or arrange for the repair of such damage and charge such expense to the registrant.
- (l) Any communications facilities heretofore or hereafter placed upon, under, over, or along any public rights-of-way that is found by the city to be unreasonably interfering in any way with the convenient, safe or continuous use or the maintenance, improvement, extension or expansion of such public rights-of-way shall, upon thirty (30) days' written notice to the registrant or its agent, be removed or relocated by such registrant at its own expense except as explicitly provided under F.S. § 337.403. The city may waive or extend the time within which a registrant shall remove or relocate a communications facility for good cause shown.
- (m) Removal or relocation at the direction of the city of a registrant's communications facility in public rights-of-way shall be governed by the provisions of F.S. §§337.403 and 337.404, as they may be amended. Subject to F.S. §337.403, whenever an order of the city requires such removal or change in the location of any communications facility from the public rights-of-way, and the facility owner fails to remove or charge the same at its own expense to conform to the order within the time stated in the notice, the city may proceed to cause the communications facility to be removed. The expense thereby incurred except as provided in F.S. §337.403(1)(a)–(c), shall be paid out of any money available therefor, and such expense shall be charged against the registrant of the communications facility and levied, collected and paid to the city.
- (n) Subject to F.S. §337.403, whenever it shall be necessary for the city to remove or relocate any communications facility, the registrant of the communications facility shall be given notice of such removal or relocation and an order requiring the payment of the costs thereof, and shall be given reasonable time, which shall not be less than twenty (20) nor more than thirty (30) days in which to appear before the city council to contest the reasonableness of the order. Should the registrant not appear, the determination of the cost to the registrant shall be final, in accordance with F.S. § 337.404.
- (o) A final order of the city shall constitute a lien on any property of the registrant and may be enforced by filing an authenticated copy of the order in the office of the clerk of the circuit court of the county wherein the registrant's property is located and/or by drawing upon the registrant's security fund and/or performance bond.
- (p) The city retains the right and privilege to cut or move any communications facilities located within the public rights-of-way of the city, as the city may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the city shall attempt to notify the registrant of the communications facility, if known, prior to cutting or removing a communications facility and shall notify the registrant of the communications facility, if known, after cutting or removing a facility.
- (q) The city shall have the right to make such inspections of facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this Article. The city shall have access without charge to any manholes or hand holes at any time, of a communications services provider in which the city has facilities, provided the city has given such provider reasonable prior notice so that such provider can have trained personnel present when the accesses such manholes. Notwithstanding the foregoing, the city, in the proper exercise of its municipal police powers and duties with respect to the public rights-of-way, shall have access to all manholes and hand holes without charge of such provider. In the event the city determines that a violation exists with respect to registrant's placement or maintenance of facilities in the public rights-of-way that is not

considered to be an emergency or danger to the public health, safety or welfare, the city will provide registrant no less than three days written notice setting forth the violation and requesting correction.

- (r) Following the completion of construction to place a new or replace an existing communications facility in the public rights-of-way, the registrant shall promptly provide revised plans and "as-builts" upon completion of any installation or construction. The plans shall be in a digitized PDF and CAD (Computer Aided Design) file formats, showing the two-dimensional location of the facilities, based on the city's geographical database or other format acceptable to the city. The registrant shall provide such plans at no cost to the city. The city shall maintain the confidentiality of such plans and any other information provided in accordance with F.S. §202.195, as it may be amended.
- (s) The city reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other facilities, fiber, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the city in public rights-of-way occupied by the registrant. To the extent not inconsistent with applicable law, a registrant shall allow city facilities to be collocated within city's public rights-of-way through the use of a joint trench during registrant's construction project. Such joint trench projects shall be negotiated in good faith by separate agreement between registrant and city and may be subjected to other city rights-of-way requirements. The city further reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation or width of the public rights-of-way within the limits of the city and within said limits as same may from time to time be altered.
- (t) A registrant shall, on the request of any person holding a permit issued by the city, temporarily raise or lower its communications facilities to permit the work authorized by the permit. The expense of such temporary raising or lowering of facilities shall be paid by the person requesting the same, and the registrant shall have the authority to require such payment in advance. The registrant shall be given not less than 30-days advance written notice to arrange for such temporary relocation. If the city requests a temporary raising or lowering of a facility for a public purpose, the city shall not be charged for the temporary raising or lowering of the facility.
- (u) This Article does not authorize a person to collocate or attach wireless facilities, including any antenna, micro wireless facility, or small wireless facility, on a privately owned utility pole, a utility pole owned by an electric cooperative or a municipal electric utility, a privately owned wireless support structure, or other private property without the consent of the property owner.
- (v) Abandonment. Upon determination by a registrant or communications services provider that one or more of its communications facilities in the public rights-of-way is to be abandoned, the provider shall notify the city no later than ninety (90) days from such determination, or no later than thirty (30) days following such abandonment, whichever is sooner. The city may independently establish that a communications facility has been abandoned. In reaching such determination, the city may request documentation and/or affidavits from the communications services provider or registrant regarding the active use of the facility. If the provider or registrant fails to provide the requested documentation within thirty (30) days, a rebuttable presumption shall exist that the provider or registrant has abandoned the communications facility. Any small wireless facility, micro wireless facility, utility pole for collocation of a small wireless facility, or other communications facility installed within the public rights-of-way that is abandoned shall be removed by the registrant or communications services provider at its expense within thirty (30) days of receipt of notice from the city. Failure to remove an abandoned facility within the thirty (30) days' period shall be deemed to be the registrant's or communications provider's consent for the city to remove the facility at the registrant's or

provider's expense or for the city to allow another person to remove the facility at the registrant's or provider's expense. The communications services provider or registrant shall be responsible for all damage to the public rights-of-way and any facilities or utilities damaged as a result of such removal, and shall restore the public rights-of-way as required in this subsection.

- (w) If there are two (2) or more users of a single facility, then this provision shall not become effective until all users cease using the facility. Notwithstanding the foregoing, if the facility is attached to an existing structure that has an independent function such as a light pole, intersection signal, pedestrian signal, utility pole or the like, said abandonment of the facility requires removal of the facility only and does not require the removal of the existing structure.

Sec. 58-78. Development and Objective Design Standards for the Placement or Maintenance of Communications Facilities in the Public-Rights-Of-Way.

- (a) Terms and conditions for collocation on city utility poles.
- (1) The city shall not enter into an exclusive arrangement with any person for the right to attach equipment to city utility poles. The city reserves the right to enter into agreements for collocation on city utility poles in its discretion.
 - (2) Reservation of space on city utility poles. The city may reserve space on city utility poles for future public safety uses. However, a reservation of space may not preclude collocation of a small wireless facility. If replacement of the city utility pole is necessary to accommodate the collocation of the small wireless facility and the future public safety use, the pole replacement is subject to make-ready provisions and the replaced pole shall accommodate the future public safety use. The replaced pole shall continue to be owned by the city.
 - (3) The rate to collocate a small wireless facility on a city utility pole shall be one-hundred fifty dollars (\$150) per pole annually, or the highest rate authorized by applicable law. This amount shall not be deducted from any fees or taxes that may be due to the city. The fee shall be paid upon the city's issuance of a permit to collocate a small wireless facility on a city utility pole and annually thereafter on October 1.
 - (4) Agreements between the city and wireless providers that were in effect on July 1, 2017, and that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on city utility poles, remain in effect, subject to applicable termination provisions. The wireless provider may accept the rates, fees, and terms established under this Article for small wireless facilities and utility poles that are the subject of an application submitted after the rates, fees, and terms become effective.
 - (5) For a city utility pole that supports an aerial facility used to provide communications services or electric service, the parties shall comply with the process for make-ready work under 47 U.S.C. §224 and implementing regulations. The good faith estimate of the city for any make-ready work necessary to enable the pole to support the requested collocation must include pole replacement if necessary.
 - (6) For a city utility pole that does not support an aerial facility used to provide communications services or electric service, the city shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested collocation, including necessary pole replacement, within 60 days after

receipt of a complete application. Make-ready work, including any pole replacement, must be completed within 60 days after written acceptance of the good faith estimate by the applicant. Alternatively, the city may require the applicant seeking to collocate a small wireless facility to provide a make-ready estimate at the applicant's expense for the work necessary to support the small wireless facility, including pole replacement, and perform the make-ready work. If pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a utility pole that is substantially similar in color and composition. The city may not condition or restrict the manner in which the applicant obtains, develops, or provides the estimate or conducts the make-ready work subject to usual construction restoration standards for work in the right-of-way. The replaced or altered utility pole shall remain the property of the city.

(7) The city may not require more make-ready work than is required to meet applicable codes or industry standards. Fees for make-ready work may not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including any pole replacement, may not exceed actual costs or the amount charged to communications services providers other than wireless services providers for similar work and may not include any consultant fee or expense.

(8) A collocation of a small wireless facility on a city utility pole shall comply with all applicable codes including this Article, and shall not compromise the city utility pole's finish, functionality, or structural integrity particularly with respect to vulnerability to high velocity wind conditions.

(9) A collocation of a small wireless facility on a city utility pole shall not affect the city's ability to remove or to replace the pole in its sole discretion. A city utility pole that has been partially removed or has been designated to be removed by the city shall not be available for collocation or repurpose for collocation. Within thirty (30) days after receiving notification that the city intends to remove or to replace the utility pole, the registrant shall remove its collocated small wireless facility at its cost. In the interest of public safety and safety of city employees, a city structure in the public rights-of-way used to support an avian structure or facility shall not be available for collocation or repurpose or replacement for collocation. A city building or city utility pole extending from a building in the public rights-of-way shall not be available for collocation, or repurpose or replacement for collocation.

(b) Location context and public safety regulations. A proposed communications facility shall comply with the following location context requirements unless waived by the city. In conjunction with granting such waiver, the city may require conditions on the permit approving such facility.

(1) A registrant shall comply with and abide by all applicable provisions of the state law and city ordinances, applicable codes and regulations, quasi-judicially approved conditions for approvals, settlement agreements, applicable contracts, applicable court orders, and applicable provisions of federal statutes, FCC regulations and PSC regulations in placing or maintaining a communications facility in the public rights-of-way. Wireless facilities shall be considered to be structures under the Florida Building Code, Building Risk Category IV, Structures, Chapter 16 Section 1620 – 1621, High Velocity Hurricane Zone Area.

(2) All communications facilities shall be placed and maintained so as not to interfere with, create any safety hazard, or create a visual obstruction to the traveling

public's the use of the public rights-of-way or the use of bicycle lanes or multipurpose trails. To avoid such visual obstructions, not utility poles for collocation of small wireless facilities or ground mounted small wireless facilities shall be located within traffic circles.

- (3) For public safety purposes, aboveground communications facilities, including but not limited to, small wireless facilities, micro wireless facilities and utility poles for collocation of small wireless facilities, shall not be placed or maintained on multipurpose trails.
- (4) Communications facilities shall be placed between the property line and the curb line of a street and shall not be located within a clear zone.
- (5) All communications facilities shall be placed and maintained so as not to cause unreasonable interference with the rights, accessibility and safety of property owners who abut any of the public rights-of-way. By way of example, the placement or maintenance of a communications facility in the public rights-of-way shall not cause excessive noise or light levels in violation of Chapter 42, Article IV, Noise and Light Regulation, of the City Code, based upon the use occupancy category of the adjacent property, shall not impede ingress and egress to adjacent property, materially block views from or into a business or residence, or materially block visibility of address or other signage on abutting properties.
- (6) A registrant shall not place or maintain its communications facilities to interfere, displace, damage or destroy any facilities, including but not limited to, the City drainage plan, sewers, ponds, gas or water mains, storm drains, pipes, cables or conduits of the city or any other person's facilities or utilities lawfully occupying the public rights-of-way of the city, unless waived by the City.
- (7) The city may prohibit or limit the placement of new or additional communications facilities within the public rights-of-way if there is insufficient space to accommodate all of the requests to place and maintain facilities and utilities in the proposed location of the public rights-of-way, to safely accommodate additional installations at any location, for the protection of existing facilities and utilities in the public rights-of-way, or to accommodate city plans for public improvements, other approved capital improvements projects as part of the City Comprehensive Plan or projects the city determines are in the public interest.
- (8) Facilities to be installed underground.
 - a) All facilities shall be subject to the city's non-discriminatory undergrounding requirements that prohibit above-ground structures and utilities in the public rights-of-way. Unless waived by the city, all new communications facilities shall be placed underground, to the extent that new utilities other than fire hydrants are required to be located underground, including new electric and communications utilities in accordance with Chapter 11, Section 8 of the City Code. In addition, to the extent required by applicable PSC rules and regulations, applicable codes, restrictive covenants, quasi-judicially approved conditions of a development, planned unit development, community development district, or court order, a registrant shall install its facilities underground. Additionally, a registrant shall endeavor to place all new facilities underground unless prevented from doing so by existing technology or by the physical characteristics of the installation location.
 - b) A registrant shall not place or maintain utility poles for the collocation of small wireless facilities or small wireless facilities in a location in the

- public rights-of-way where there are no existing electric or communications utility poles and where new electric and communications utilities are required to be installed underground to the extent not inconsistent with applicable law.
- c) New proposed wireline fiber or coaxial backhaul facilities for small wireless facilities shall be installed underground consistent with applicable codes, unless waived by the city.
- d) For purposes of this subsection, unless inconsistent with applicable law, adoption of a final resolution by the city council shall constitute an undergrounding requirement over any area of the public rights-of-way. This subsection does not apply to the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial communications facilities, provided that if the city notifies the registrant of the micro wireless facility that aerial communications or electric distribution utilities will be converted to underground utilities, the registrant shall remove its micro wireless facility at its expense within the time frame required by the city.
- e) Conversion of overhead utilities to underground. No utility poles for the collocation of small wireless facilities, micro wireless facilities, ground mounted small wireless facilities, or small wireless facilities collocated on utility poles shall be placed in a location in the public rights-of-way where the City Council has determined that existing above ground electric and communications utilities should be removed and relocated underground. The presence of small wireless facilities or micro wireless facilities shall not be a basis not to comply with the city's requirements to convert above ground utilities to underground. To comply with the city's undergrounding requirements, a registrant shall remove its small wireless facilities, micro wireless facilities, and utility poles for collocation of small wireless facilities at its expense within 60 days of being notified by the city that such facilities must be removed. The city shall have the right to remove such facilities at the registrant's expense if the registrant fails to do so.
- (9) Prohibition against placement in violation of OSHA or NESC or NERC rules and regulations. Communications facilities, including but not limited to small wireless facilities and utility poles for the collocation of small wireless facilities shall not be placed in a location which violates rules and regulations set by Occupational Safety and Health Administration or the National Electrical Safety Code or the North American Electric Reliability Corporation standards. By way of example and not limitation, a small wireless facility or utility pole intended to support the collocation of a small wireless facility may not be placed within a ten (10) foot radius of an electric distribution facility or within a twenty (20) foot radius of an electric transmission line.
- (10) Prohibition against placement within a location subject to homeowners' association restrictions. Small wireless facilities shall not be place in a location subject to covenants, restrictions, articles of incorporation, or bylaws of a homeowners' association unless specifically authorized by the homeowners' association. For purposes of this subsection, to the extent not inconsistent with applicable law, a location in a public right-of-way that abuts parcels within a homeowners' association on both sides of its width shall be considered a location subject to covenants, restrictions, articles of incorporation, or bylaws of such homeowners' association. This subsection shall

not apply to limit the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial communications facility.

- (11) Placement in relation to adjacent uses of property and building facades thereon. Where parking and/or loading spaces are not permitted between a building façade and the corresponding property line (i.e. front façade and front property line, side street façade and side street property line) by design standard, or such spaces do not exist in those locations on existing properties, new communication facilities and new utility poles for collocation of small wireless facilities shall be placed in-line with the common, interior side lot lines and shall not be placed in-line with the front/principal façade of a residence, place of business, or any other principal use building located on property that abuts the public rights-of-way.
- (12) To accommodate and to protect the City's nature preserve area of Dorris Leeper Spruce Creek Preserve, as described in the City's Comprehensive Plan, no new communications facilities, including but not limited to, wireless facilities, small wireless facilities, new utility poles for collocation of small wireless facilities, or fiber, shall be placed or maintained within public rights-of-way within Dorris Leeper Spruce Creek Preserve, unless waived by the city.
- (13) Specific locations, capital improvement projects, districts and community redevelopment agency areas.

 - (a) A registrant shall not place new utility poles for the collocation of small wireless facilities, small wireless facilities or micro wireless facilities within the public rights-of-way in such a location that would interfere with or impair the city's ability to pursue the projects identified within the city's Capital Improvement Program FY18-FY23 adopted by the City Council on August 15, 2017, as it may be amended, as described more fully in Resolution No. 17-33, unless waived by the City Manager. In conjunction with granting such waiver, the city may require conditions on the permit approving such facility so as to minimize the impact on the CIP. A registrant shall relocate at its expense, its utility poles, small wireless facilities and micro wireless facilities that need to be relocated to accommodate the city's CIP construction, to the extent not inconsistent with applicable law.
 - (b) Small wireless facilities, utility poles for collocation of small wireless facilities and aerial communications facilities shall not be permitted in an area within the public rights-of-way that would interfere with the city's public art program. The city may notify a registrant to relocate at its cost a utility pole used for collocation of a small wireless facility or ground mounted small wireless facility if such location interferes with a planned installation of art. A registrant that damages an object of art installed pursuant to the art program, the registrant shall be responsible for the costs of the art and shall indemnify the city as required in this Article. The city reserves the right to require an additional security fund in conjunction with an application to place or maintain a communications facility in an area where an art object has been located.
- (14) A structure granted a permit and installed pursuant to this Article shall comply with Chapter 333, F.S., and city or federal regulations pertaining to airport airspace protections.
- (15) Historic preservation. This Article does not limit the city's authority to enforce

historic preservation zoning regulations consistent with the preservation of local zoning authority under 47 U.S.C. §332(c)(7), the requirements for facility modifications under 47 U.S.C. §1455(a), or the National Historic Preservation Act of 1966, as amended, and the regulations adopted to implement such laws. Communications facilities shall not be permitted to be collocated on or to interfere with historic property or landmark that may be within or adjacent to the public rights-of-way unless waived by the city. The city shall not allow small wireless facilities, utility poles for the collocation of small wireless facilities or micro wireless facilities to be located in a manner that would impact negatively historic property or landmark unless waived by the city. Historic properties and landmarks may be so designated as being listed in the National Register of Historic Places pursuant to the National Historic Preservation Act of 1966, as amended, a property within a National Register-listed district, or individually listed in the Florida or City Register of Historic Places, consistent with city codes, administrative rules, or regulations that were adopted by city ordinance on or before April 1, 2017, which are applicable to a historic area designation by the state or city.

(c) Objective design standards.

- (1) Intent and purpose. Small wireless facilities in the public rights-of-way and utility poles installed or repurposed in the public rights-of-way for collocation of small wireless facilities shall be designed in such a manner to maximize compatibility with the surrounding neighborhood and to minimize any negative visual impact on the surrounding neighborhood. The objective design standards contained in this Article regulating the location context, color, stealth design, and concealment of the proposed small wireless facility shall apply, unless waived by the city.
- (2) Applicants shall not place or maintain signage on communications facilities, including small wireless facilities or utility poles for collocation of small wireless facilities, in public rights-of-way, unless otherwise required by federal or State law, provided; however, existing structures that lawfully supported signage before being repurposed may continue to support signage as otherwise permitted by law.
- (3) A small wireless facility shall not have any type of lighted signal, lights, or illuminations unless required by applicable codes, local codes or regulations, a permit issued by the city, or state and federal laws and regulations or as permitted by the city.
- (4) Design standards for Utility Poles. Stealth design for new or replaced utility poles for collocation of small wireless facilities. All proposed new or replaced utility poles for collocation of small wireless facilities shall comply with applicable codes and shall meet the design standards contained in this subsection unless waived by the city.
 - (a) A replaced or restructured utility pole to accommodate the collocation of a small wireless facility shall be in substantially the same location as the original utility pole.
 - (b) The replaced or restructured utility pole shall be substantially similar in finish, base and pole design, diameter, material and height as the original pole being replaced, unless the city requires a different design, color or composition to be consistent with applicable city standards for new utility poles.

- (c) Unless waived by the city, the height for a new utility pole or replaced utility pole installed pursuant to this Article shall not exceed the height of the tallest existing utility pole as of July 1, 2017, in the same right-of-way, measured from grade, in place within 500 feet of the proposed location of the small wireless facility. If there is no utility pole within 500 feet in the same public right-of-way as of July 1, 2017, the height shall be limited to 50 feet measured from grade. Height shall include only the height of the utility pole and shall not include any light, antennas, masts or other attachments to the utility pole.
- (d) Unless waived by the city, a new utility pole shall be designed to be substantially similar in design to other utility poles in the same block or vicinity of the public rights-of-way. Such design aspects to follow include the material, base, pole diameter and style, location and style of attachments, finish, and cap, as applicable. By way of example, if existing utility poles in the same area of the public rights-of-way are light poles, the new utility pole should be designed substantially similar to such light poles and to the extent consistent with location context regulations, equidistant between existing poles. Unless waived by the city, any such stealth utility pole for collocation of a small wireless facility shall function in the same manner as the facility it is intended to resemble in compliance with the code, at the expense of the registrant to the extent not inconsistent with applicable law. By way of example, if a registrant installs a utility pole for collocation small wireless facility to resemble a nearby light pole, the registrant is encouraged to include a light that is operated in the same manner as other light poles, at the applicant's expense. The City Manager may, in the exercise of discretion, approve a collocation of a small wireless facility on a city light pole that would otherwise not qualify for collocation under this Article.
- (e) Notwithstanding this subsection, if the proposed location of a new utility pole for collocation of a small wireless facility is within a public right-of-way that is within a particular zoning district, planned unit development, community development district, community redevelopment agency, or a homeowners' association that has design standards applicable to utility poles, such proposed utility pole shall substantially comply with such design standards.
- (f) If there are no existing utility poles in close proximity to a new utility pole for collocation to resemble or any applicable design standards based on the location, the new utility pole shall be a concrete or fiberglass pole with a black finish, or designed pursuant to standards established by the City Manager.
- (g) This subsection does not authorize the installation of a new utility pole for collocation of a small wireless facility in a location that is otherwise prohibited pursuant to court order or applicable codes, including but not limited to this Article.
- (5) Stealth design for collocation of small wireless facilities.

 - (a) Wires, cables and equipment to be collocated on a utility pole shall be within the utility pole or if not possible to being installed within the utility pole, covered with a shroud. No exposed wires or cables are permitted.

- (b) If the utility pole for the proposed collocation of a small wireless facility is a light pole, a street light fixture substantially similar in design to the existing street light fixture shall be used to camouflage the small wireless facility such as through replacement of the cobra head with a new cobra head containing the small wireless facility, or a side-mounted light may be replaced with a substantially similarly designed side mounted light containing the small wireless facility. Unless consistent with the design of the utility pole, a small wireless facility shall not be collocated on a mast of a utility pole. In no event shall a small wireless facility be collocated on the mast of a utility pole that serves as a traffic signal pole. Any street light fixture installed by the registrant shall be maintained in good working order by the registrant at its cost.
 - (c) Slim design shall be used wherein the top mounted antenna does not exceed the diameter of the supporting utility pole at the level of the antenna attachment by more than six inches, or if applicable for other than round poles, by more than six inches on each side, and side mounted enclosures, if any, do not extend more than twenty-four (24) inches beyond the exterior dimensions of the existing structure, repurposed structure or utility pole at the level of antenna attachment measured from the edge of the pole to the outermost surface of the antenna.
 - (d) Maximum height restrictions. A small wireless facility, including any attached antennas, shall not exceed ten (10) feet above the existing structure, repurposed structure or utility pole upon which the small wireless facility is to be collocated. A small wireless facility in the public rights-of-way shall not be used for the attachment of any communications facilities or fiber other than the equipment included within the small wireless facility.
- (6) Small wireless facilities not collocated on utility poles or existing structures.
- (a) Ground-mounted small wireless facilities up to 28 cu. ft. in dimension shall be located within a ten (10) foot radius of the existing structure or utility pole for the collocated small wireless facility. Pursuant to Section 337.401(7)(b)(2), F.S., ground-mounted small wireless facilities shall be located with reasonable spacing of at least 200 feet from other ground-mounted small wireless facilities .
 - (b) The ground-mounted small wireless facility shall be architecturally designed and of the same materials and color finish to be substantially similar to other at-grade infrastructure within 500 feet of the proposed location in the public rights-of-way such as waste receptacles or utility facilities. If the ground-mounted small wireless facility is not substantially similar to other at-grade infrastructure as set forth herein, the proposed small wireless facility shall be submitted to the city for review and approval.
 - (c) To the extent not inconsistent with applicable codes, at the city's direction, ground-mounted small wireless facilities shall be enclosed in a wrap the design of which has been approved by the city staff. The registrant shall maintain the wrap in good condition at its sole cost and expense. The city may designate specific areas of the city where all ground-mounted small wireless facilities must be enclosed in a wrap.

- (d) To the extent not inconsistent with applicable codes, at the city's direction the registrant owner of a ground mounted small wireless facility in the public rights-of-way shall conceal the facility with landscaping and plantings. Landscaping and plantings pursuant to this subsection shall be subject to the city's approval and be maintained by the registrant at its sole cost and expense consistent with the code for so long as the small wireless facility remains in the public rights-of-way.
 - (e) The city manager is authorized to create a manual showing figures of acceptable and unacceptable designs for facilities to be placed or maintained in the public rights-of-way.
 - (7) Development standards for communications facilities other than small wireless facilities and utility poles for collocation of small wireless facilities.
 - (a) Dimensional limits. No communications facility other than small wireless facilities located aboveground, excluding utility poles, having exterior dimensions greater than four feet high, by four and one-half feet long, by two and one-half feet wide, or having a total volume exceeding 45 cubic feet, shall be granted a permit for construction or installation nor shall be constructed within the corporate limits of the city on any public rights-of-way unless:
 - (1) The communication service provider can properly demonstrate in its permit application for placement of communication facilities in the public rights-of-way that strict compliance with the dimensional limits in this subsection will prevent the communications service provider from installing, constructing, maintaining, or providing its communications network; and
 - (2) The communication service provider demonstrates in its permit application that the proposed communications facilities it desires to construct which exceeds the dimensional limits set forth above in this subsection are necessary to provide adequate capacity to meet the requirements of the applicant at a specific location, or that said limits are otherwise technologically infeasible at the location, and that the proposed equipment the service provider desires to utilize is of the minimum size available to meet the requirements of the applicant's communications network; and
 - (3) The communications service provider demonstrates in its permit application that the proposed communications facilities are located and composed in a manner to minimize adverse impacts to abutting properties and the surrounding neighborhood and does not create a hazard by impairment of visibility to motorists or pedestrians at the proposed site and does not negatively impact or violate location and other regulations contained in this Article; and
 - (4) The communications facility proposed by the communications provider does not otherwise create a hazard to the public health, safety and welfare
 - (b) Notice to residential areas. Whenever a communications service provider subject to this subsection submits a permit application to locate communications equipment which exceeds the dimensional limits in this

subsection within residentially-zoned districts in the city, the applicant shall provide notice by posting an 18" x 24" sign, satisfactory to the city, at the proposed location advising residents that they may review the permit application at the city and provide their comments to the city. The sign shall be posted a minimum of 30 days prior to any decision being made on the permit application to allow adequate time for input by residents and so as not to unduly delay the processing of any application.

Sec. 58-79. Fees and Taxes for Access to Public Rights-of-Way.

- (a) A registrant that places or maintains communications facilities in the public rights-of-way shall be required to pay fees and taxes as required by applicable law and ordinances of the city, including this Article.
- (b) Pass-through providers shall pay to the city on an annual basis an amount equal to five hundred dollars (\$500.00) per linear mile or portion thereof of communications facilities placed and/or maintained in the public rights-of-way. The amounts charged pursuant to this Article shall be based on the linear miles of public rights-of-way or portion thereof, where communications facilities are placed, not based on a summation of the lengths of individual cables, conduits, strands or fibers.
- (c) The city shall discontinue charging pass-through provider fees to a person that has ceased being a pass-through provider. Any annual amounts charged shall be reduced for a prorated portion of any 12-month period during which the pass-through provider remits communications services taxes imposed by the city pursuant to Chapter 202, F.S., as amended.
- (d) The initial amount of pass-through provider fees shall be paid prior to issuance of a permit to a pass-through provider based on the facilities authorized to be installed in the public rights-of-way pursuant to the permit. The amount due may be modified based upon the as-builts submitted by the pass-through provider. Subsequent annual payments of pass-through provider fees shall be due and payable on October 1 of each year. Fees not paid within ten (10) days after the due date shall bear interest at the rate of one (1) percent per month from the date due until paid. The acceptance of any payment required hereunder by the city shall not be construed as an acknowledgement that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release of any claim which the city may have for additional sums due and payable. All fee payments shall be subject to audit by the city, and assessment or refund if any payment is found to be in error. If such audit results in an assessment by and an additional payment to the city, such additional payment shall be subject to interest at the rate of one (1) percent per month until the date payment is made.
- (e) If the payments required by this Section are not made within ninety (90) days after the due date, the city may withhold the issuance of any permits to the registrant until the amount past due is paid in full, in addition to any other remedies available pursuant to this Article and applicable law, including but not limited to drawing upon a registrant's security fund and/or performance bond.
- (f) The city may charge fees for registrations and to process applications for permits pursuant to this Article to the extent not prohibited by applicable law.

Sec. 58-80. Enforcement Remedies.

- (a) Nothing in this Article shall affect or limit the remedies the city has available under applicable law. In addition to any other remedies available at law, including but not

limited to F.S. §§166.0415(municipalities) and Ch. 162, (municipalities and counties), or equity or provided in this section, the city may apply any one or combination of the following remedies in the event a registrant violates this Article, or applicable local law or order related to the public rights-of-way.

- (b) In addition to the city's ability to terminate a registration pursuant to this Article or to deny, suspend or revoke permits, the failure to comply with the provisions of this Article or other law applicable to occupants of the public rights-of-way may result in imposition of penalties to be paid by the responsible person to the city in an amount of not less than \$100.00 per day or part thereof that the violation continues. A registrant's or person's failure to obtain a permit before commencing work, except where a permit is not required pursuant to this Article, may result in imposition of penalties to be paid to the city in an amount of not less than \$500.00 per day or part thereof that the violation continues.
- (c) In addition to or instead of any other remedy, the city may seek legal or equitable relief from any court of competent jurisdiction.
- (d) Before imposing a fine, the city shall give written notice of the violation and its intention to assess such penalties, which notice shall contain a description of the alleged violation. Following receipt of such notice, the person shall have 30 days to either:

 - i. Cure the violation to the city's satisfaction, and the city shall make good faith reasonable efforts to assist in resolving the violation; or
 - ii. File an appeal with the city to contest the alleged violation pursuant to this Section, which shall govern such appeal. If no appeal is filed and if the violation is not cured within the 30-day period, the city may collect all fines owed, beginning with the first day of the violation, through any means allowed by law.
- (e) In determining which remedy or remedies are appropriate, the city or hearing officer shall take into consideration the nature of the violation, the person or persons bearing the impact of the violation, the nature of the remedy required to prevent further violations, and such other matters as the city or hearing officer determines are appropriate to the public interest.
- (f) Failure of the city to enforce any requirements of this Article shall not constitute a waiver of the city's right to enforce that violation or subsequent violations of the same type, or to seek appropriate enforcement remedies.
- (g) In any proceeding before the city where there exists an issue with respect to a registrant's performance of its obligations pursuant to this Article, the registrant shall be given the opportunity to provide such information as it may have concerning its compliance with the terms and conditions of this Article. The city may find a registrant that does not demonstrate compliance with the terms and conditions of this Article in default and apply any one or combination of the remedies otherwise authorized by this Section.
- (h) *Force majeure.* In the event a registrant's performance of or compliance with any of the provisions of this Article is prevented by a *force majeure* cause or event not within the registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result, provided, however, that such registrant uses all practicable means to cure or correct any such inability to comply expeditiously.

Secs. 58-81 -- 58-85. Reserved.

SECTION 4. It is the intention of the City Council that the provisions of this Article shall become and be made a part of the City Code, which provisions may be renumbered or re-lettered and the ordinance be changed to “section,” “article,” or other appropriate word to accomplish such intention.

SECTION 5. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict. Ordinance No. 2017-22, imposing a moratorium, as it may have been extended, is hereby repealed upon the effective date of this Ordinance.

SECTION 6. If any provision of this Article or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Article which can be given effect without the invalid provision or application, and to this end the provisions of this Article are declared severable.

SECTION 7. This Article shall become effective immediately upon final passage by the City Council.

[REMAINDER OF PAGE LEFT BLANK]

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the __ day of _____, 2018.

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

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: No

SUBJECT: (G24) First Reading - Ordinance No. 2018-18 - Adoption of 18-1 Comprehensive Plan Amendments/Williamson Boulevard-Willow Run Boulevard Site (Case No. 18-20000002)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION:

Move to adopt Ordinance No. 2018-18, amending the Comprehensive Plan Future Land Use (FLU) Map to change the FLU designation for ±34.5 acres from *Urban High Density Residential* (8-16 units/acre), *Urban Medium Density Residential* (4-8 units/acre), and *Suburban Residential* (2-4 units/acre) to *Mixed-Use Center* and adding FLU Element Policy 5.1.5, to provide density/intensity limits for the property, and authorizing staff to send the adopted amendment to the required review agencies.

SUMMARY: The City Council approved the transmittal of the subject plan amendments to the Department of Economic Opportunity (DEO) and other review agencies, per Resolution No. 18-8, at a public hearing held on April 17, 2018, as recommended by the Planning Commission. The State and local review agencies have completed their review with no comments requiring revisions, and the proposed amendment has been certified through the Volusia Growth Management Commission (VGMC).

The proposed amendment is to change the Future Land Use designation for +/- 34.5 acres of an overall +/- 39.5-acre property. The amendment area is located near the southeast corner of Williamson Boulevard and Willow Run Boulevard. The remaining +/- 5 acres are not included in the proposed amendment and would retain the current Commercial FLU designation. The amendment consists of two requests:

1. Change the FLU designation for +/- 34.5 acres from Urban High Density Residential (8-16 units/acre), Urban Medium Density Residential (4-8 units/acre), and Suburban Residential (2-4 units/acre) to Mixed-Use Center.
2. Add a FLU Element Policy 5.1.5, that provides density/intensity limits for the subject property, to limit the maximum number of residential dwelling units to 276 and the maximum non-residential square-footage at 250,000 square-feet.

The Mixed-Use Center designation allows for a variety of land uses, which may include commercial, office, residential, and institutional development near the intersection of significant roads (arterial and collector), and to serve the needs of existing residential neighborhoods. In addition to a mixture of compatible uses, development of this type

should provide amenities and walkways to increase pedestrian activity from within the subject property and from existing residential developments, and decrease a reliance on individual vehicles and provide a concentration of services for adjacent neighborhoods and pass-by traffic. The maximum residential density allowed in this category is 16 dwelling units per gross acre. The maximum Floor Area Ratio (FAR) for non-residential uses allowed in this category is 1.5. The allowable distribution of uses within a mixed-use center is within the following ranges, with the cumulative mixture of percentages equaling 100%:

- Commercial (not including office) 50%-90%;
- Office 10% - 90%;
- Residential 0% - 50%; and
- Institutional 0% - 35%.

The proposed FLU amendment is part of a City effort to redistribute commercial development from the Taylor Road/Williamson Boulevard intersection area to the Willow Run Boulevard/Williamson Boulevard intersection area. A separate Land Development Code (LDC) text amendment is being processed to increase the acreage of multi-family that can be developed in the Planned Community-Agricultural (PC-A) Workplace District. The LDC text amendment would increase the acreage that can be developed with multi-family from +/- 29 acres to +/- 54 acres. With approval of the LDC text amendment, a developer is prepared to develop a +/- 292-unit multi-family development on +/- 24 acres at the northwest corner of North Summer Trees Road and Williamson Boulevard.

However, retaining land for non-residential uses is an objective and policy in the Comprehensive Plan. Therefore, to comply with Objective 3.1 and Policy 3.1.1 and 3.2.1 of the Comprehensive Plan, the City has proposed to change the FLU of 34.5 acres near the Willow Run Boulevard/Williamson Boulevard intersection to Mixed-Use Center to retain a portion of the non-residential square-footage lost as part of the proposed multi-family development north of the Taylor Road/Williamson Boulevard intersection.

A traffic analysis was conducted to evaluate the expected impact this could have on area roadways. According to the analysis, the potential development of multi-family near the Taylor Road/Williamson Boulevard and N. Summer Trees Road/Williamson Boulevard intersections, and potential development of a mixed-use development at the Williamson Boulevard/Willow Run Boulevard intersection, is expected to reduce the number of p.m. peak-hour vehicular trips. When comparing the PM peak-hour trip generation for the current and proposed uses of these properties, the theoretical maximum trip generation potential along the segment of Williamson Boulevard, between Taylor Road and Willow Run Boulevard, could decrease by 2,045 PM peak-hour trips.

The staff report is attached for more detail.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-18	Ord. No. 2018-18.pdf
2.	Staff Report	NLA CPA Staff Report.pdf

Penelope Cruz	Created/Initiated - 05/04/2018
Tim Burman	Approved - 05/24/2018
Shannon Balmer	Approved - 07/02/2018
Jake Johansson	Approved - 07/03/2018
Robin Fenwick	Final Approval - 07/03/2018

ORDINANCE NO. 2018-18

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FOR +34.5 ACRES FROM URBAN HIGH DENSITY RESIDENTIAL (8-16 UNITS/ACRE), URBAN MEDIUM DENSITY RESIDENTIAL (4-8 UNITS/ACRE) AND SUBURBAN RESIDENTIAL (2-4 UNITS/ACRE) TO MIXED USE CENTER FOR PROPERTY GENERALLY LOCATED NEAR THE SOUTHEAST CORNER OF WILLIAMSON BOULEVARD AND WILLOW RUN BOULEVARD; WITH TEXT AMENDMENT ADDING FUTURE LAND USE ELEMENT POLICY 5.1.5, TO PROVIDE DENSITY/INTENSITY LIMITS ON THE SUBJECT PROPERTY; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the City Council of the City of Port Orange has provided an opportunity to receive comments and proposals from the general public and held at two public hearings with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources, consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term "Comprehensive Plan", shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled "Comprehensive Plan City of Port Orange 2010-2025", including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34,

2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012-30, 2013-20, 2013-25, 2014-31, 2014-32, 2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15 and this ordinance.

Section 2. The City Council hereby amends the Comprehensive Plan City of Port Orange 2010-2025, Future Land Use Element, Goal 5: Mixed Use Development, Objective 5.1: Mixed Use Centers, by adding *Policy 5.1.5*, attached hereto as **Exhibit A**, and incorporated herein by this reference.

Section 3. The City Council hereby adopts and amends the Comprehensive Plan City of Port Orange 2010-2025, Future Land Use Map, attached hereto as **Exhibit B**, and incorporated herein by this reference.

Section 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 6. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local

government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency. The City Clerk shall note the effective date hereon in the place provided below.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

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

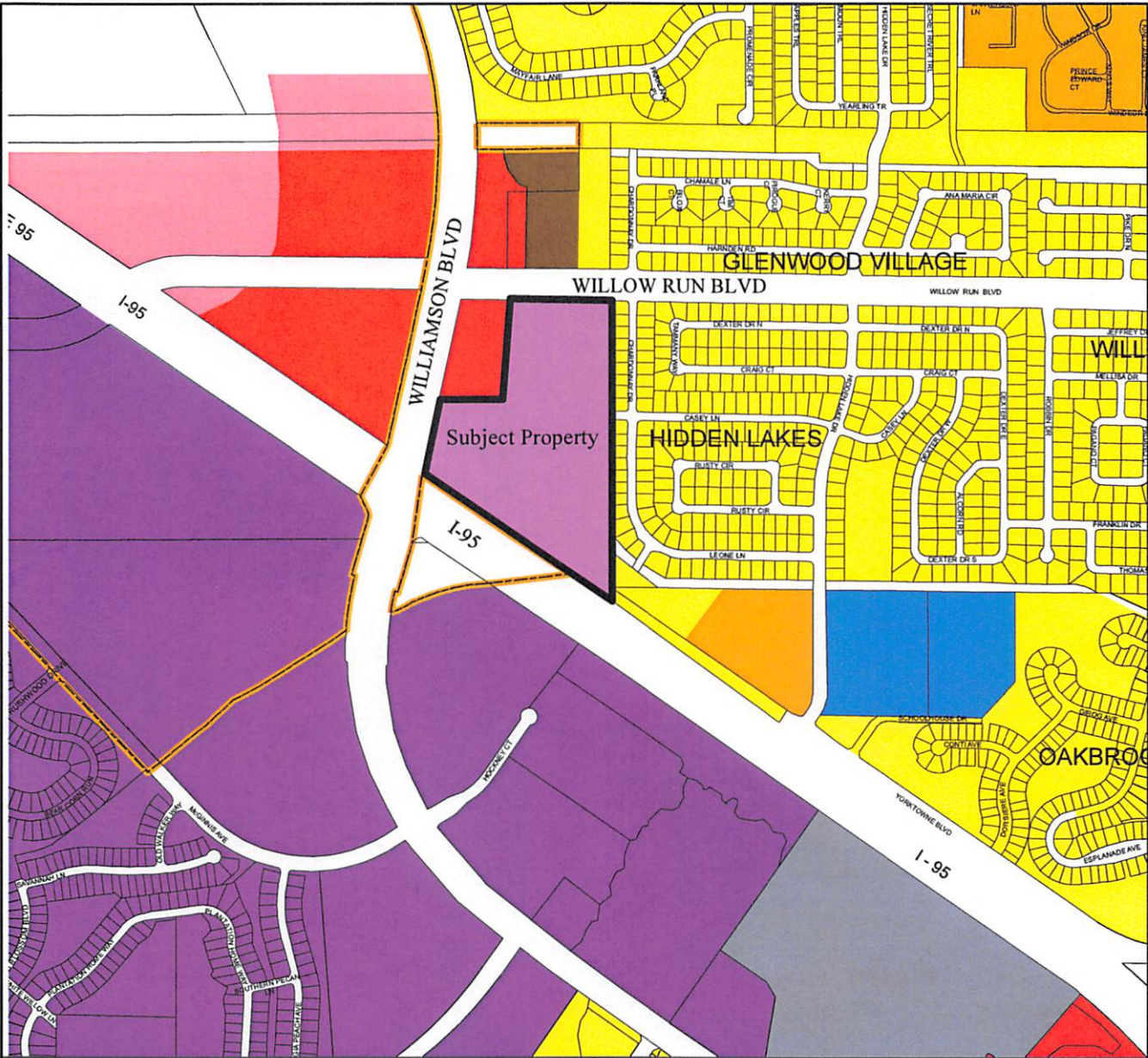
EXHIBIT A

Deletions are strikethroughs (~~strikethroughs~~) and additions are underlined.

Future Land Use Element.

Policy 5.1.5: The overall square footage for the commercial/mixed use node located south of Willow Run Boulevard and east of Williamson Boulevard shall be limited to no more than 250,000 square feet of non-residential uses and 276 residential dwelling units.

EXHIBIT B



- | | |
|---|--|
|  Public/Institutional |  Commercial |
|  Suburban Residential (2-4 Units/Acre) |  Mixed-Use Center |
|  Urban Medium Density Residential (4-8 Units/Acre) |  Planned Community |
|  Urban High Density Residential (8-16 Units/Acre) |  Warehouse/Industrial |
|  Office/Residential Transition (Up to 10 Units/Acre) | |



Future Land Use
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT

Administrative Large-Scale Comprehensive Plan Future Land Use Amendment/Williamson Boulevard-Willow Run Boulevard Site CASE NO. 18-20000002

REQUEST:	Amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU for ± 34.5 acres from <i>Urban High Density Residential</i> (8-16 units/acre), <i>Urban Medium Density Residential</i> (4-8 units/acre), and <i>Suburban Residential</i> (2-4 units/acre) to <i>Mixed-Use Center</i> . Add FLU Element Policy 5.15, to provide density/intensity limits for the property.
APPLICANT:	City of Port Orange
LOCATION:	South side of Willow Run Boulevard, east of Williamson Boulevard (Figure 1 - Location Map)
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Tim Burman, Community Development Director (386) 506-5675
PLANNING COMMISSION:	Approval (March 22, 2018)
CITY COUNCIL DATE:	April 17, 2018

INTRODUCTION

The proposed amendment is to change the future land use designation for ± 34.5 acres of overall ± 39.5 -acre property. The amendment area is located near the southeast corner of Williamson Boulevard and Willow Run Boulevard. The remaining ± 5 acres are not included in the proposed amendment and would retain the current *Commercial* FLU designation.

Figure 1 - Location Map



The amendment consists of two requests:

1. Change the FLU designation for +/- 34.5 acres from *Urban High Density Residential* (8-16 units/acre), *Urban Medium Density Residential* (4-8 units/acre), and *Suburban Residential* (2-4 units/acre) to *Mixed-Use Center*.
2. Add a FLU Element Policy 5.1.5, that provides density/intensity limits for the subject property, to limit the maximum number of residential dwelling units to 276 and the maximum non-residential square-footage at 250,000 square-feet.

In 2010, the City created the *Mixed-Use Center* FLU designation to serve as an alternative to the single-use, community-level commercial node in certain settings. A mixed-use center can contain a variety of land uses, which may include commercial, office, residential, and institutional development, and is focused around a point of high activity, such as an intersection of major roads. The land uses should be mixed, but commercial uses may dominate if necessary to achieve City redevelopment or economic development goals.

The proposed amendment is part of a City effort to redistribute commercial development from the Taylor Road/Williamson Boulevard intersection area to the Willow Run Boulevard/Williamson Boulevard intersection area. A separate Land Development Code (LDC) text amendment is being processed to increase the acreage of multi-family that can be developed in the Planned Community-Agricultural (PC-A) Workplace District. The LDC amendment would increase the acreage that can be developed with multi-family from +/- 29 acres to +/- 54 acres. With approval of the LDC amendment, a developer is prepared to develop a +/- 300-unit multi-family development on +/- 24 acres at the northwest corner of North Summer Trees Road and Williamson Boulevard.

The intent is for +/- 24 acres near the intersection of Taylor Road/Williamson Boulevard to be developed as multi-family instead of commercial to reduce number of vehicular trips near the Taylor Road/Williamson Boulevard intersection. However, retaining land for non-residential uses is an objective and policy in the Comprehensive Plan. Therefore, to comply with Objective 3.1 and Policy 3.1.1 and 3.2.1 of the Comprehensive Plan, the City has proposed to change the FLU of 34.5 acres near the Willow Run Boulevard/Williamson Boulevard intersection to *Mixed-Use Center* to retain a portion of the non-residential square-footage lost as part of the proposed multi-family development north of the Taylor Road/Williamson Boulevard intersection. The *Mixed-Use Center* designation allows for variety of land uses, which may include commercial, office, residential, and institutional development (Figure 2).

Figure 2 – Potential Redistribution of Uses Along Williamson Corridor



The following discussion will examine the proposed amendment, the impacts of the proposed amendment, and the existing environmental conditions.

PROPERTY OVERVIEW:

The subject property is currently undeveloped and in agricultural use. The property has varied topography and is mainly pasture, with forested wetlands interspersed throughout. To the east of the property is an existing single-family residential development and to the west is Williamson Boulevard and vacant land with a *Commercial* FLU designation. To the south, the property abuts I-95, and to the north, the property abuts Willow Run Boulevard and vacant land that has FLU designations to allow for commercial and multi-family uses. The currently adopted and proposed future land use (FLU) designations are identified on Exhibit 1. The current zoning classification of the subject property is Planned Unit Development (PUD) and is identified on Exhibit 2. If approved, the subject property will be rezoned to Mixed-Use Center (MXC) District. At this time, there are no development plans for the property.

With future development of the property, the Yorktowne Boulevard extension is planned to be built as an urban collector roadway extending from Hidden Lake Drive to Willow Run Boulevard, along with widening of Willow Run Boulevard from Yorktowne Boulevard to Williamson Boulevard (Figure 3). The completion of Yorktowne Boulevard would provide an alternate route for vehicles to cross I-95 and relieve congestion at the I-95/ Dunlawton intersection. The City currently has the right-of-way for the central segment of Yorktowne Boulevard, along with sufficient right-of-way for improvements to

Willow Run Boulevard. City staff and the subject property owner have recently discussed the dedication of the remaining right-of-way to the City needed to complete the north Yorktowne Boulevard segment.

Figure 3 – General Alignment for Yorktowne Boulevard



PROPOSED AMENDMENT

The proposed FLU amendment is to change the FLU designations for +/- 34.5 acres from *Urban High Density Residential* (8-16 units/acre), *Urban Medium Density Residential* (4-8 units/acre), and *Suburban Residential* (2-4 units/acre) to *Mixed-Use Center*. The *Mixed-Use Center* designation enables the blending of commercial, office, service, and multi-family uses not possible with the distinct separation of residential and non-residential designations. A companion text amendment is proposed in the FLU Element of the Comprehensive Plan to limit the square-footage of non-residential development at 250,000 SF and the maximum number of residential dwelling units at 276. The subject density/intensity limitation will also be included as a map notation on the FLU map.

The intent of the *Mixed-Use Center* designation is to create an area with integrated uses, including those of residential, office, retail, and institutional, near the intersection of significant roads (arterial and collector), and to serve the needs of existing residential neighborhoods. In addition to a mixture of compatible uses, development of this type should provide amenities and walkways to increase pedestrian activity from within the subject property and from existing residential developments, and decrease a reliance on individual vehicles and provide a concentration of services for adjacent neighborhoods and pass-by traffic.

The maximum residential density allowed in this category is 16 dwelling units per gross acre. The maximum Floor Area Ratio (FAR) for non-residential uses allowed in this category is 1.5. The allowable distribution of uses within a mixed-use center is within the following ranges, with the cumulative mixture of percentages equaling 100%:

- Commercial (not including office) 50%-90%;
- Office 10% - 90%;
- Residential 0% - 50%; and
- Institutional 0% - 35%.

TABLE 1. CURRENT & PROPOSED FUTURE LAND USES – ACREAGE BY CATEGORY

FLU DESIGNATION	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Urban High Density Residential (16 units/acre)	6.5	0	-6.5
Urban Medium Density Residential (8 units/acre)	27.5	0	-27.5
Suburban Residential (4 units/acre)	0.5	0	-0.5
Mixed-Use Center (16 units/acre & FAR -1.5)	0	34.5	+34.5
TOTAL	34.5	34.5	0

TABLE 2. CURRENT & PROPOSED FUTURE LAND USES – DENSITY/INTENSITY BY CATEGORY

	Current FLU	Proposed FLU	Proposed FLU *	Net Change
	Theoretical Max Dwelling Units & Non-Commercial sq.ft.	Theoretical Max Dwelling Units & Non-Commercial sq.ft.	Policy 5.1.5 Theoretical Max Dwelling Units & Non-Commercial sq.ft.	
Urban High Density Residential (16 units/acre)	104	0	0	- 104 DU
Urban Medium Density Residential (8 units/acre)	220	0	0	- 220 DU
Suburban Residential (4 units/acre)	2	0	0	- 2 DU
Mixed-Use Center 90% Commercial (1.5 FAR**) 10% Residential (16 units/acre)	0	55 DU 2,028,800 sq.ft.	N/A	-271 DU +2,028,807 sq.ft.*
Mixed-Use Center* 50% Commercial (1.5 FAR**) 50% Residential (16 units/acre)	0	N/A	276 DU* 250,000 sq.ft.*	-50 DU 250,000 sq.ft.*
TOTAL	326 DU 0 sq.ft.	55 DU 2,028,807 sq.ft.	276 DU* 250,000 sq.ft.*	

*Maximum non-residential square-footage and residential units allowed by site-specific Future Land Use Element, Policy 5.1.5

** FAR (Floor Area Ratio) is the total covered area on all floors of all buildings on a certain lot divided by the total area of the property.

The amendment reduces the number of dwelling units allowed on the subject property but increases the square-footage for non-residential uses. As previously mentioned, the intent of the amendment is to maintain residential on the subject property and redistribute a portion of the non-residential square-footage to the subject property that will be lost with the development of multi-family in lieu of commercial on the property near the intersection of Williamson Boulevard and North Summer Trees Road.

The proposed amendment is consistent with the Comprehensive Plan neighborhood commercial node designation for the intersection of Williamson Boulevard and Willow Run Boulevard. In locating commercial areas on the Future Land Use Map, the City has maintained the policy of designating commercial nodes at intersections of roadways based on the functional classification of the adjacent roadways and size of the surrounding neighborhoods. The node at the intersection of Williamson Boulevard and Willow Run Boulevard is generally designed to serve the neighborhood areas within ± 1 mile of the subject property. The allowed FAR in the *Mixed-Use Center* designation is 1.5; however, the theoretical maximum square footage for non-residential uses (commercial, office, and institutional) for the 34.5-acres is limited to 250,000 SF and 276 dwelling units.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designations versus the proposed designation. The following seven public facilities and services were examined:

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools

Table 3. Impact Analysis (Theoretical Max.)

Development Variable	Current Land Uses	Proposed Land Use*	Net Change
Residential Units	326	276	-50
Non-residential Buildable Sq. Ft.	0	250,000	+250,000
Population ¹	734	621	-113
Peak Hour Trips/Daily Trips ²	143 / 1,775	852 / 12,713	+709 / +9,747
Sanitary Sewer (gallons/day) ³	52,160	69,160	+17,000
Potable Water (gallons/day) ⁴	58,680	74,680	+16,000
Solid Waste (lbs./person) ⁵	2,356	4,493	+2,137
Stormwater Drainage ⁶	n/a	n/a	n/a
Recreation/Open Space(acres) ⁷	5.1	4.3	-0.8

*Maximum allowed by site-specific Future Land Use Element, Policy 5.1.5 - 250,000 SF and 276 dwelling units.

1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: ITE Trip Generation Manual, 9th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system will be designed to meet the requirements of the Land Development Code.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

The FLU designations currently in place would allow a theoretical maximum of 326 dwelling units. The proposed FLU designation and density/intensity limitation policy would decrease the theoretical maximum number of dwelling units to 276 and increase the maximum non-residential development up to 250,000 SF. Overall, the amendment results in a net increase in impacts to public infrastructure, except for recreation and open space.

Transportation

A Transportation Impact Analysis (TIA) has been prepared and reviewed by staff. An increase in the number of daily trips and P.M. peak hour trips is expected to result from the proposed FLU amendment. Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition, the proposed *Mixed-Use Center* FLU designation could generate an additional 709 P.M. peak hour trips, and an additional 9,747 daily trips, based on the maximum allowed development by the proposed site-specific Future Land Use Element, Policy 5.1.5.

The analysis shows that there will be deficiencies under the current land use in the long-term (2025) and the land use proposed in the amendment is expected to add traffic to these roadway segments. Although there is an increase in trips, the mixed-use nature of the amendment results in a redistribution of vehicle trips on the network.

As previously mentioned, in conjunction with the FLU amendment, a LDC text amendment is being processed by a separate applicant to allow for property along Williamson Boulevard, south of Town West Boulevard, that is zoned for commercial, to be developed as multi-family instead of commercial. A traffic analysis was conducted to evaluate the expected impact this could have on area roadways. According to the analysis, development of multi-family near the Taylor Road/Williamson Boulevard and N. Summer Trees Road/Williamson Boulevard intersections, and development of a mixed-use development at the Williamson Boulevard/Willow Run Boulevard intersection, is expected to reduce the number of p.m. peak-hour vehicular trips. When comparing the PM peak-hour trip generation for the current and proposed uses of these properties, the *theoretical maximum trip generation potential* along this segment of Williamson Boulevard could decrease by 2,045 PM peak-hour trips (table 4).

Table 4. PM Peak-Hour Trips - Theoretical Max Net Change

	Current Theoretical Max - PM Peak Hour trips	Proposed Theoretical Max - PM Peak Hour Trips	Net Change PM Peak Trips
Williamson Blvd./Willow Run Blvd. Intersection Area	143	852 *	+ 709
Williamson Blvd./N. Summer Trees Rd. and Williamson Blvd./Taylor Rd. Intersection Areas	2,929**	175***	-2,754
Total	3,072	1,027	-2,045

* Maximum allowed by site-specific Future Land Use Element, Policy 5.1.5 - 250,000 SF non-residential and 276 DU.

** Maximum Commercial allowed on 24.8 acres at FAR of 1.0. = 1,083,337 SF

*** Maximum Dwelling Units allowed on 24.8 acres with a density of 16 units/acre = 397 DU

As with all development, the specific site development proposals for the subject property will be subject to concurrency regulations at the time of development, requiring adequate transportation facilities to be provided or to mitigate their impacts.

Sanitary Sewer

The City has available sewer capacity to accommodate the proposed amendment. The City's adopted LOS standard for sanitary sewer is 160 gallons per day per Equivalent Residential Unit (ERU), and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed FLU designation would theoretically generate 69,160 gallons per day (gpd) of wastewater. This is a net increase of 17,000 gpd between the current and proposed FLU designations. Based upon these measures, the City has available sewer capacity to accommodate the proposed amendment and future development of the property.

Potable Water

The City has available well and Consumptive Use Permit (CUP) capacity to serve the proposed amendment. The City's adopted LOS standard for potable water is 180 gallons per day per ERU, and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed FLU designation would theoretically demand of 74,680 gpd of potable water. This is a net increase of 16,000 gpd between the current and proposed FLU designations. Even though the City may have the technical capability to pump 15 MGD from its wells, prohibitions within the City's 20-year CUP, issued by the St. Johns River Water Management District (SJRWMD), significantly limit the amount of water that is permitted to be withdrawn. The City's CUP allows for an average daily withdrawal of 8.74 MGD, and a maximum daily withdrawal of 13.28 MGD in 2018. Actual average daily flow during the 2017 calendar year was 6.01 MGD.

When reviewing Future Land Use amendments, the following is considered to determine the amount of permitted water capacity available for all other future uses: the current year CUP allocation, consumption in the previous calendar year, reserved capacity, and projected consumption. Based upon these measures, the City still has available CUP capacity to accommodate the proposed amendment and future development of the property (Exhibit 3).

Solid Waste Collection

There is available capacity at the landfill to address the City's solid waste disposal needs. The City's collection standard is 1,350 residential units per curbside collection crew, per day, a weight standard of 3.21 pounds per person per day, and 10 lbs. per 1,000 square feet of non-residential development per day. Using these standards, the proposed FLU designations would theoretically generate approximately 4,493 pounds of garbage per day. This is a net increase of 2,356 pounds of solid waste between the current and proposed FLU. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050.

Stormwater Drainage

There is no anticipated impact to the City's drainage system from the proposed land use. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future redevelopment of the property will be required to address stormwater retention on the property in accordance with these City standards.

Recreation and Open Space

According to the City's 2017 Concurrency Management Report, the City has an excess of 68 acres of parkland, so no additional parkland is needed. The proposed FLU designation would require 4.3 acres of parkland. This is a net decrease of 0.8 acres of parkland between the current and proposed FLU. The proposed FLU amendment does not require additional parkland or recreation facilities because it does not increase residential density.

Schools

The Volusia County School District reviewed the proposed FLU amendment for potential impacts to school capacity. The School District determined that no additional impact to their schools will result from this amendment. The proposed FLU amendment does not create additional demand because it reduces the residential density.

ENVIRONMENTAL CONDITIONS

An environmental analysis was conducted for the subject property in 2018 by Zev Cohen & Associates. The majority of the site consists of bahia pasture. Two vegetative communities were identified on site including Upland Vegetative and Wetland Vegetative. The majority of the site consists of the Upland Vegetative Communities that is comprised of open pasture dominated by bahia grass (*Paspalum notatum*), scattered live oak (*Quercus virginiana*), and small pockets of saw palmetto (*Serenoa repens*).

There is roughly 3.29 acres of the subject property that is comprised of Wetland Vegetative Communities that include three cypress wetlands. The canopy is dominated by bald cypress (*Taxodium distichum*). Other canopy species include loblolly bay (*Gordonia lasianthus*), swamp gum (*Nyssa sylvatica* var. *biflora*), and cabbage palm (*Sabal palmetto*). The sub-canopy and groundcover vegetation is mostly comprised of wax myrtle (*Myrica cerifera*), Blackberry (*Rubus argutus*), smart weed (*Polygonum* spp.), and Virginia chain fern (*Woodwardia virginica*).

Florida Fish and Wildlife Conservation Commission (FWC) has documented that the closest bald eagle nest is located within 0.5 miles of the subject property. The FWC database indicates no “last known active” date for this nest. This nest was last surveyed in 2017 with its occupational status being reported as undetermined and in unsuitable condition for nesting. No impacts to bald eagles are expected to occur from development of the subject property. The potential is low for protected plant and/or protected wildlife species occurrence on the subject property. The environmental analysis did not reveal the presence of Florida scrub-jays on-site. Gopher tortoise burrows were not observed during reconnaissance surveys conducted. There is a low likelihood that the site contains gopher tortoise burrows. The gopher tortoises and other listed animal and plant species will be reviewed and addressed appropriately by local, State, and Federal agencies during the subdivision and site plan review process.

Surface waters present on-site include a cattle watering pond and ditches. This small cattle watering pond may provide limited habitat for wading birds along the southern edge of the 2-acre cypress head wetland. The cattle watering pond is surrounded by uplands and wetlands. There are also several ditches that run along the southern boundary and throughout southern and western portion of the property. Wetlands will be reviewed and addressed appropriately by local, State, and Federal agencies during the subdivision and site plan review process.

REVIEW CRITERIA AND STAFF FINDINGS

1. Consistency with the City’s Comprehensive Plan.

Staff finding: The proposed FLU amendment is generally consistent with the Goals, Objectives, and Policies of the City’s Comprehensive Plan. The proposed FLU designation meets the locational criteria as the subject property is located along an arterial corridor near the intersections of arterial, collector or significant local roads. Adequate capacity exists for potable water, sewer, schools, and solid waste to accommodate the proposed amendment. As for traffic, failing roadway segments were identified and as with all development, the specific site development proposals for the property will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate their impacts.

2. Compatibility with land use designations for adjacent parcels and neighborhoods.

Staff finding: Compatibility is defined in the comprehensive plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another and stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property abuts three roadways, I-95 to the south, Williamson Boulevard to the west, and Willow Run to the north. To the west is the Willow Run Subdivision, which consists of

single-family homes. As part of the site development, sufficient landscape buffers will be required adjacent to the residential subdivision and rights-of-way.

The development of this intersection node is consistent with the policies in the Comprehensive Plan that require commercial developments at defined nodes, which encourage effective access and internal capture of traffic generated by the development of the property, and discourages long trips between distant commercial and residential uses.

3. Impacts on public facilities/infrastructure/services.

Staff finding: All public facilities, except for roadways, have adequate capacity to accommodate the proposed amendment and potential increased impacts on infrastructure. The proposed amendment would allow for new non-residential uses (office, commercial, and institutional) where currently only residential is allowed.

As for traffic, failing roadway segments were identified, and as with all development, at the time of site or subdivision development, the specific site development proposals for the property will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate their impacts.

4. Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.

Staff finding: The subject property does not lie within the Hurricane Vulnerability Zone. The proposed amendment will not negatively impact the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

5. Whether the amendment discourages the proliferation of urban sprawl.

Staff finding: The proposed amendment will not encourage sprawl. The proposed amendment provides for a mixed-use, inter-connected development that will support housing and non-residential uses to serve the needs of future and existing surrounding residents, rather than separate use residential and commercial areas. The subject property is identified as a commercial node in the Comprehensive Plan.

STAFF RECOMMENDATION

Staff recommends approval of the requested amendment to the City's Future Land Use Map and the text amendment FLU Element Policy 5.1.5, and transmittal to the Florida Department of Economic Opportunity, the Volusia Growth Management Commission, and other required agencies for review.

ATTACHMENTS

1. Exhibit 1 – Future Land Use Map
2. Exhibit 2 – Current and Proposed Zoning Map
3. Exhibit 3 – SJRWMD Potable Water Availability Worksheet

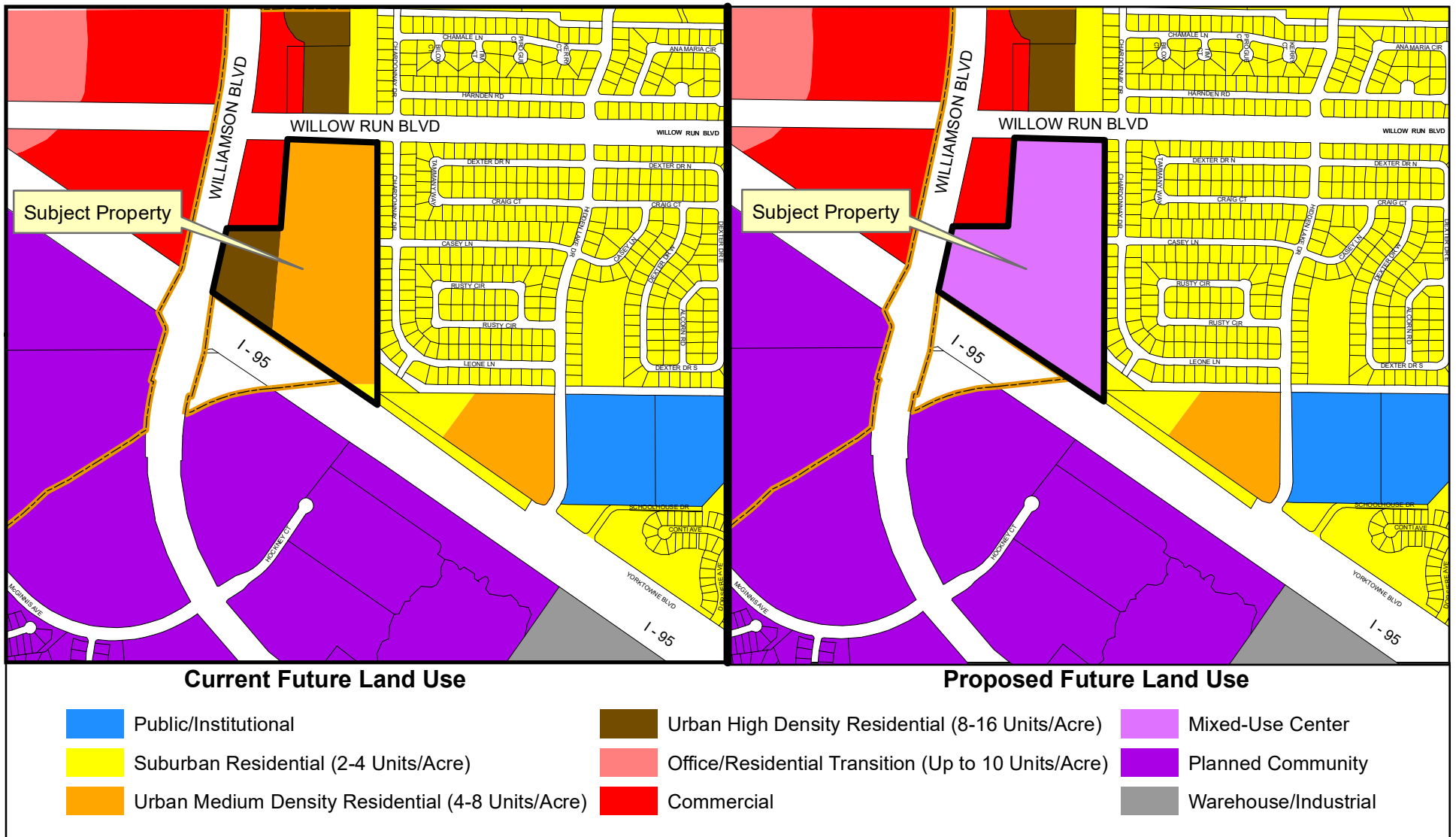


EXHIBIT 1

CASE NO. 18-20000002 and 18-60000001

DEPARTMENT OF COMMUNITY DEVELOPMENT



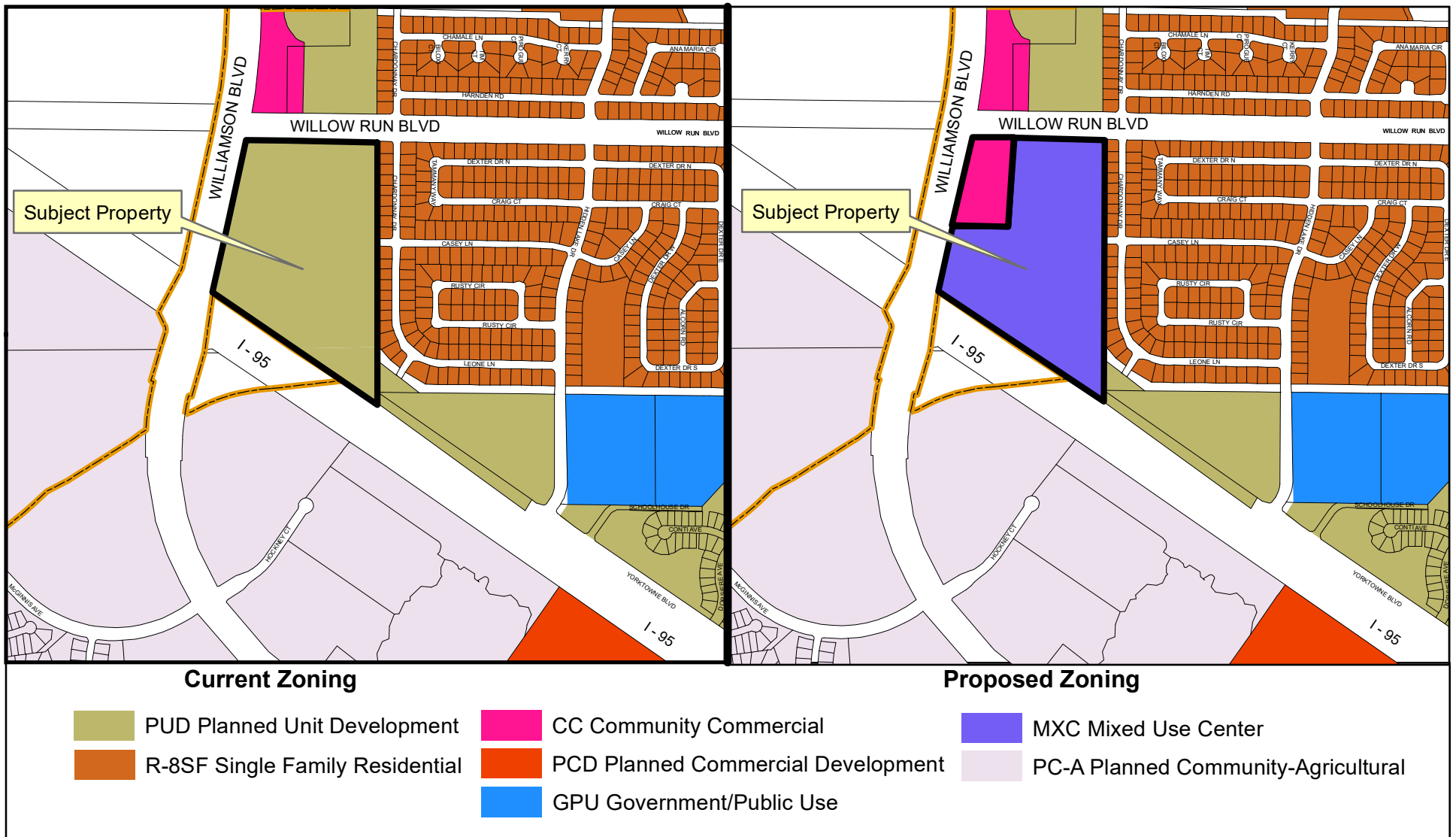


EXHIBIT 2

CASE NO. 18-20000002 and 18-60000001

DEPARTMENT OF COMMUNITY DEVELOPMENT





St. Johns River Water Management District Potable Water Availability Worksheet

This worksheet is for use by local governments submitting comprehensive plan amendments to determine the availability of potable water resources to serve proposed development. Instructions and St. Johns River Water Management District (SJRWMD) staff contact information are attached.

1. General Information

Date: March 8, 2018 Case No. 18-20000002

Contact name: Penelelope Cruz/ Kenny Ho, P.E. Phone: 386-506-5671 E-mail: pcruz@port-orange.org

Local government: City of Port Orange

Potable water supplier: City of Port Orange

2. Infrastructure Information

Water treatment plant permit number: 3641044 Permitting agency: FDEP

Permitted capacity of the water treatment plant(s): 15 million gallons a day (mgd)

Total design capacity of the water treatment plant(s): 15 mgd

Are distribution lines available to serve the property? Yes ☒ No ☐

If not, indicate how and when the lines will be provided: _____

Are reuse distribution lines available to serve the property? Yes ☒ No ☐

If not, indicate if, how and when the lines will be provided: _____

3. SJRWMD Consumptive Use Permit (CUP) Information

CUP number: 8595 Expiration date: 6/1/22

Total CUP duration (years): 20

CUP allocation in last year of permit: 8.97 MGD (annual average)

Current status of CUP: In compliance ☒ Not in compliance ☐

Allocations to other local governments: Ponce Inlet as a whole sale customer; Daytona Beach Shores & Volusia County are partially served as retail customers; No specific water usage amount has been recorded or agreed for these local governments

Reserved capacity: 0.12 MGD (Based on a estimated 666 ELUs that are permitted but unbuilt at 180 GPD/ELU.) Total committed capacity built and unbuilt is 7.24 MGD - based on 40,239 ELUs at 180 GPD/ELU.

4. Consumptive Use Analysis

Designate mgd ☒ or mgy ☐

A. Current year CUP allocation: 8.74

B. Consumption in the previous calendar year: 6.01

C. Reserved capacity ☐ or growth projection ☒ (check the one used): 0.18

D. Projected consumption by proposed comprehensive plan amendment areas 0.02

E. Amount available for all other future uses (A - B - C - D = E): 2.53

If the amount in E is zero or a negative number, explain how potable water will be made available for future uses: Please note for "C" - the growth projection is based a historical growth rate of 0.15 MGD - 0.18 MGD calculated from monthly operating reports data (MORs, DEP form 17.1.122 (40)) of the City's Garnsey Water Plant.

This worksheet is available electronically at http://www.sjrwmd.com/programs/outreach/local_gov/



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: No

SUBJECT: (G25) First Reading - Ordinance No. 2018-20 - Adoption of the 18-2 Comprehensive Plan Amendments (Case No. 18-20000003)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to adopt Ordinance No. 2018-20, amending the City's Comprehensive Plan for Case No. 18-20000003, and authorizing staff to send the adopted amendment to the required review agencies.

SUMMARY: The City Council approved the transmittal of the subject plan amendments to the Department of Economic Opportunity (DEO) and other review agencies, per Resolution No. 18-10, at a public hearing held on May 15, 2018, as recommended by the Planning Commission. The State and local review agencies have completed their review with no comments, and the proposed amendment has been certified through the Volusia Growth Management Commission (VGMC).

Administrative text changes are proposed to the City of Port Orange Comprehensive Plan (the Plan) based on changes to Florida Statutes since the City's Comprehensive Plan was last updated (2010). The following are the primary changes proposed to the Comprehensive Plan:

- Remove all references to Rule 9J-5 Florida Administrative Code, which has been repealed by the Florida Legislature in House Bill (HB) 7207. HB 7207 changed Chapter 163, Florida Statutes and eliminated Florida Administrative Code 9J-5. Rule 9J-5 provided specific direction to meet the statutory requirements of growth management laws and is referenced throughout the Plan. Text amendments are proposed for nearly every chapter of the Plan in order to remove any reference to Rule 9J-5.
- Update the dates associated with various policies, add text to indicate task has been completed, and minor text changes to address agency name changes.
- Add new sea level rise policies to eliminate inappropriate and unsafe development in the City's coastal areas when opportunity arises, as required by Senate Bill (SB) 1094. SB 1094 included sea level rise as one of the causes of flood risk that must be addressed in the "redevelopment principles, strategies, and engineering solutions" to reduce flood risk. Florida Statutes requires all cities with a Coastal Zone Management Element (CZME) to adopt policies related to sea level rise. The City's Plan had policies pertaining to sea level rise and reducing flood risks, but additional policies have been added to comply with SB 1094.

The primary changes to each chapter are identified in bulleted format in the staff report and the specific amendments, in strike-through/underline format, are attached as an exhibit to the Ordinance.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-20	Ord. No. 2018-20 .pdf
2.	Ord. No. 2018-20 Exhibit A	RESO Exhibit A.pdf
3.	Staff Report	CC Staff Rpt_18-2CPA.pdf

Penelope Cruz	Created/Initiated - 06/12/2018
Tim Burman	Approved - 06/19/2018
Shannon Balmer	Approved - 07/02/2018
Margaret Roberts	Approved - 07/06/2018
Jake Johansson	Approved - 07/06/2018
Robin Fenwick	Final Approval - 07/06/2018

ORDINANCE NO. 2018-20

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING THE FUTURE
LAND USE ELEMENT; AMENDING THE PUBLIC SCHOOL
FACILITIES ELEMENT; AMENDING THE COASTAL ZONE
MANAGEMENT ELEMENT; AMENDING THE
CONSERVATION ELEMENT; AMENDING THE CAPITAL
IMPROVEMENTS ELEMENT; PROVIDING FOR
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the City Council of the City of Port Orange has provided an opportunity to receive comments and proposals from the general public and held at two public hearings with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources, consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare;

prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012-30, 2013-20, 2013-25, 2014-31, 2014-32,

2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, and this ordinance.

Section 2. The City Council hereby amends the Comprehensive Plan City of Port Orange 2010-2025, Future Land Use Element, Public School Facilities Element, Coastal Zone Management Element, Conservation Element and Capital Improvements Element, as attached hereto as **Exhibit A**, and incorporated herein by this reference.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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

Section 5. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state eland planning

agency. The City Clerk shall note the effective date hereon in the place provided below.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

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

Exhibit A

Text Amendments to Comprehensive Plan

Words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

The pages included are excerpts from the amended chapters of the Comprehensive Plan. Only the pages with amendment text are included.

COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

Policy Document

INTRODUCTION

The Future Land Use Element is the central element of the Comprehensive Plan. It functions as the blueprint for the City of Port Orange, the design for its future. It is used to ensure that future development is planned harmoniously with existing development and natural systems in a sustainable manner. It provides policy direction and guidelines for orderly growth, infrastructure, and public services. It relates the policies of the other elements in the Plan to the future use of land. It sets the land use Goals to which the City aspires, the Objectives used to measure progress, and the Policies employed to achieve them.

This Element describes the City's past efforts to become the progressive, high-quality community it is today, and its vision for evolving gradually over the next 20 years into a sustainable, "life-long" community. For the next 20 years, this new vision can ensure that the City's quality will be maintained and the City can continue to build on its success. Twenty years from now, Port Orange will be a city that is able to meet its needs in the present without compromising its ability to meet those needs in the future. The community will shift focus from growth to sustainability. Port Orange will be a city of places and spaces, of neighborhoods and marketplaces, of parks and civic space. It will be a place designed for human interaction— the cultural amenity great cities offer known as "civic life."

The Future Land Use Element was prepared to be consistent with ~~the standards established in Chapter 9J-5.006, Florida Administrative Code, as well as~~ relevant sections of Chapter 163, Part II, Florida Statutes, the State Comprehensive Plan, and the Strategic Regional Policy Plan. The Existing and Future Land Use Maps are included in this element. The Existing Land Use Map shows the location and distribution of land uses that have developed as of September 30, 2009. The Future Land Use Map indicates the proposed location and distribution of land uses to the year 2025. All policies contained in the Comprehensive Plan are consistent with the Future Land Use Map. All land development regulations contained in the City's Land Development Code must also be consistent with this element and with this Plan.

Planned Community-Westside and shall report its findings to DCADEO, FDOT District 5, Volusia County River To Sea TPO, Volusia County, and the City of Daytona Beach as described in the Transportation Element, Policy 3.2.2.

General Design Standards

Planned Community-Westside shall meet the following general design standards:

- A primary “town center” shall be created for the overall project that includes a mixture of uses (residential, commercial, institutional, and recreation), and a variety of housing types. The location of the town center shall be shown on the CDP for the Macro Region. The town center shall be relatively compact in design, and may be developed at the maximum density/intensity. High-density residential units should be clustered into the town center in order to support convenience/service uses, local employment, or mass transit use. A portion of overall project conservation/recreation area shall be in the form of a “town square” or public park.
- Internal connectivity should be provided for pedestrian, bicycle, and automobile modes so as to reduce the number of external trips and provide transit service options.
- Single-family housing may be constructed on a variety of lot sizes that are intermixed throughout each Micro Region.
- Projects should be designed with special consideration given to compatibility with the surrounding uses and any adjacent developments. Compatibility is defined as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. In general, density and intensity shall decrease toward the south and west. This will ensure that the higher intensity uses will be located where the infrastructure exists to serve them (adjacent to I-95), and where they will not impact lower intensity uses (adjacent to Tomoka Farms Road). In addition, buffering between areas of different intensity will be accomplished through a variety of mechanisms permitted by the City’s Land Development Code.

Planned Community-Riverwalk

This land use designation implements the Riverwalk component of the Port Orange Town Center Redevelopment Plan.

Planned Community-Riverwalk is 35.4 acres and is composed of several land uses including mixed-use, recreational, commercial, office, residential, and civic land uses, among others. These land uses shall be integrated into a walkable community on the Halifax riverbank.

Community Standards

The following standards apply to Planned Community –Riverwalk.

Density/Intensity

The Riverwalk District shall allow a maximum gross residential density of 25 units/acre.

Distribution of Uses

The following table identifies the land uses allowed in Planned Community –Riverwalk, expressed as number of dwelling units or gross square footage.

density/intensity to support more economical and efficient public bus transit service.

Policy 1.2.8: Promote environmental protection, reduced natural resource consumption and energy management in the design and construction of buildings.

Objective 1.3: Coordinating Land Use and Transportation. The City will ensure that existing and proposed land uses are consistent with the transportation modes and services proposed to serve these areas.

Policy 1.3.1: Any required transportation improvements shall be implemented with minimal land use, social, and environmental disruption.

Policy 1.3.2: The City shall, through enforcement of its Land Development Code regulations, continue to ensure that the transportation facilities function safely and effectively in furtherance of the City's Mobility Improvement policies by:

- A. Limiting curb cuts on arterial roads, providing for common access points, and ensuring safe and convenient on-site and inter-parcel circulation.
- B. Concentrating proposed commercial developments around major roadway intersections, and discouraging proposals that would increase the frontage of existing commercial strips.
- C. Locating higher-intensity uses where transportation facilities can provide the most efficient access.
- D. Incorporating "pedestrian-friendly" design principles in new development projects, as described in the Transportation Element.
- E. Implementing the objective and policies of the Transportation Concurrency Exception Area and Mobility Improvement Zones in the Transportation Mobility Element.

Policy 1.3.3: The land use pattern shall serve to minimize travel requirements, and shall encourage the increased use of public transit and an increase in walking and bicycling to support the City's multimodal transportation system.

Policy 1.3.4: The City shall monitor the roadway conditions and transportation network in and adjacent to Planned Community-Westside, and shall report its findings to the City of Daytona Beach, Volusia County, Volusia County River To Sea TPO, DCADEO, and FDOT District 5 on an annual basis.

Policy 1.3.5: The City shall limit trips from the City wellfield properties so as not to cause any part of the Volusia County thoroughfare network to operate below the adopted level of service.

Policy 1.3.6: The City shall limit trips from Cracker Creek [parcel numbers 6330-00-00-0160; 6330-00-00-0180; 6330-00-00-0170; 6225-03-00-0070] so as to not create a significant impact on the Volusia County thoroughfare network and State roadway facilities.

Objective 2.1: *Future Land Use Map.* The City's continued growth shall be based upon the Future Land Use Map, which shall specify the desired development pattern for Port Orange through a land use category system that provides for the location, type, density, and intensity of development.

Policy 2.1.1: The Future Land Use Map shall contain the following categories, as described in this Element:

- A. Public/Institutional
- B. Conservation
- C. Recreation
- D. Agricultural Preservation (maximum 1 unit/10 acres)
- E. Rural Transition (0-2 units/acre)
- F. Suburban Residential (2-4 units/acre)
- G. Urban Medium-Density Residential (4-8 units/acre)
- H. Urban High-Density Residential (8-16 units/acre)
- I. Office/Residential Transition
- J. Commercial
- K. Mixed-Use Center
- L. Planned Community
- M. Warehouse/Industrial

Policy 2.1.2: The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of appropriate physical and natural separators. Compatibility is defined as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other.

Policy 2.1.3: In addition to requirements within Florida Statutes and the Florida Administrative Code, the evaluation of amendments to the Future Land Use Map shall be guided by the following criteria and the Goals, Objectives, and Policies of this Plan. The criteria below are a general policy guide. Each amendment shall be reviewed on a case by case basis. Amendments are expected to be consistent with several, but not necessarily all, criteria and result in an overall positive impact.

- a) The changes in uses, density, and intensity;
- b) Furtherance of the City's Vision;
- c) Furtherance of the City's Sustainability Strategies;
- d) The locational criteria for the proposed category and the adjacent categories;
- e) The environmental suitability of the uses, densities, and intensities proposed;
- f) The impact of the proposed land use on water quality and quantity, and the potential for flooding;
- g) Furtherance of energy-efficient land use patterns and a reduction in vehicle miles traveled;

- h) The impact on the City's transportation network, and the City's Transportation Concurrency Exception Area (TCEA) and mobility strategies;
- i) The accessibility to necessary infrastructure and public services and an analysis of the availability of adequate public facilities based on the adopted level-of-service standards;
- j) The availability of water supply, Consumptive Use Permit capacity, and production facilities capacity based on the adopted level-of-service standards
- k) Whether the change reduces evacuation times beyond 12 hours; and
- l) The discouragement of urban sprawl, measured against the indicators identified in 9J-5 F.A.C.

Policy 2.1.4: It is recognized that Public/Institutional uses are acceptable in a wide range of land use environments and, therefore, small and/or isolated properties of this type may be designated under any land use category where appropriate, as determined by the Administrative Official.

Policy 2.1.5: When there are disputes to land use category boundaries on the Future Land Use Map, interpretations of these boundaries shall be made by the Administrative Official. The Administrative Official may adjust said boundaries within 660 feet, to accommodate property lines, rights-of-way, or easements, and to allow extension to major physical or man made boundaries. Boundaries shall not be expanded in such a manner that they encroach into established residential areas. Appeals from the decision of any interpretations made by the Administrative Official shall be made through the Local Planning Agency, which shall determine consistency with the Plan.

Policy 2.1.6: Development of parcels 6214-01-03-0010 and 6214-01-03-0020 shall be limited to a density of one unit per one acre.

Objective 2.2: *Land Development Code.* Future growth and development will be managed through the use of the Land Development Code, in a manner consistent with the Future Land Use Map and Comprehensive Plan.

Policy 2.2.1: The City's Land Development Code and Official Zoning Map shall be maintained to permit the use and development of land in accordance with the Future Land Use Map and the Comprehensive Plan.

Policy 2.2.2: The City shall keep on file a zoning matrix which links zoning districts to corresponding to future land use categories. It shall be used as a guide when determining appropriate zoning for land and reviewing rezoning requests.

Policy 2.2.3: The City shall refine and improve its regulatory techniques so that they allow and encourage the type of development that furthers the City's sustainability goals.

Policy 2.4.6: The City shall allow low-intensity public schools, such as elementary and middle schools, in the Public/Institutional, Rural Transition, Suburban Residential, Urban Medium-Density Residential, Urban High-Density Residential, Office/Residential Transition, and Planned Community-Westside land use categories subject to the rezoning of Government/Public Use (GPU), if applicable. Elementary schools should be located predominately in areas with the housing types and densities to meet the school's enrollment capacity with students that are predominantly within walking distance of the school. Middle schools may be located in areas with a mix of residential and commercial uses.

Policy 2.4.7: The City shall allow high-intensity public schools, such as high schools and colleges, in the Public/Institutional, Urban High-Density Residential, Commercial, and Office/Residential Transition land use categories subject to the rezoning of Government/Public Use (GPU), if applicable. High-intensity schools should be buffered from residential areas as much as possible.

Policy 2.4.8: The Land Development Code shall allow public educational facilities as permitted uses with special development criteria in appropriate zoning districts subject to the interlocal agreement with the Volusia County School Board.

Policy 2.4.9: The City may administratively rezone public school sites to Government/Public Use (GPU).

Objective 2.5: *Compatibility with Adjoining Jurisdictions.* Require that land uses are compatible with that of adjoining jurisdictions, as defined by this Plan.

Policy 2.5.1: Consider adjoining existing land use and future land use plans when reviewing development proposals within the City that are adjacent neighboring jurisdictional boundaries.

Policy 2.5.2: ~~By 2015, enter into joint land use planning with~~Continue to work with Volusia County, and adjacent cities, as applicable, to effectively plan for the location, timing, and form of anticipated urban expansion areas.

Policy 2.5.3: The City shall work with adjacent jurisdictions and intergovernmental coordination committees in siting locally unpopular public and private land uses, with consideration to the area of population served, the impact on land development patterns or important natural resources, and the cost-effectiveness of service delivery.

Objective 2.6: *Non-conformities.* Existing land uses that are inconsistent or incompatible with the City's Land Use Plan shall be eliminated ~~by the year 2020~~as development and redevelopment occurs.

Policy 2.6.1: Continue to prohibit the proliferation of incompatible uses through the use of the Future Land Use Plan and Land Development Code.

Policy 2.6.2: All non-conforming structures and uses of land shall be discontinued or otherwise made to conform with the provisions of the City's Comprehensive Plan, Land Development Code, and the Local Mitigation Strategy, through the use of rezonings, the development review process, the Commercial Property Maintenance Program, and other appropriate mechanisms.

Objective 2.7: Historic Resources. In cooperation with the Florida Department of State, Division of Historic Resources, ~~continue the use of land development regulations to amend the Land Development Code so as to create standards for the protection, preservation, and rehabilitation of identified or potential significant historic and archaeological resources by July, 2015. Until then, however, the following interim Policies shall be utilized.~~

Policy 2.7.1: Include historic and archaeological resources in land acquisition programs for open space, recreation, preservation, or conservation.

Policy 2.7.2: Continue the use of land development regulations to protect identified archaeological sites by incorporating them into open space areas.

Policy 2.7.3: Where the preservation of historic structures per *Policies 2.7.1* and *2.7.2* above is not possible, the City shall permit the relocation of such structures so long as they can be moved without noticeable damage to a location of similar historic character.

Policy 2.7.4: Maintain a common database to include survey information, a complete set of Florida Master Site file forms for all recorded sites and archival materials.

Policy 2.7.5: Nominate eligible historic and archaeological resources to the National Register of Historic Places.

Policy 2.7.6: Solicit input from various local, regional, state, agencies and interest groups for ways to better protect, preserve, and rehabilitate historic and archaeological resources.

Policy 2.7.7: Encourage the City's Building Official to use the Florida Building Code to facilitate and encourage the protection, preservation, and rehabilitation of historic properties.

Policy 2.7.8: Code Enforcement staff shall be trained to identify and cite historic properties that suffer from decline.

Policy 2.7.9: Assist preservation interest groups in identifying existing and potential local historic preservation problems and in addressing solutions to those problems.

designated public transportation corridors, with priority given to those projects that will bring the greatest increase in transit ridership.

Objective 3.5: *Williamson Business Park.* The City shall continue to the market and develop the business/industrial park west of I-95.

Policy 3.5.1: The City shall pursue a public/private agreement for the completion of the Williamson Business Park to attract high quality businesses and industries to the City.

Policy 3.5.2: The City shall work with the Volusia County Economic Development Department, the Port Orange-South Daytona Chamber of Commerce and other interested groups to promote the completion of the park.

Policy 3.5.3: The City shall continue to explore financial and other incentives to help attract businesses to locate in the park, including programs developed in conjunction with local lending institutions.

Objective 3.6: *Commercial Reinvestment Strategy.* By 2012, ~~the~~ The City shall continue to develop and implement a reinvestment strategy ~~strategies~~ for older commercial properties in the City to ensure that over time these properties remain viable and important contributors to the City's non-residential tax base.

Policy 3.6.1: Work with economic development organizations to develop a database of available redevelopment properties and market information to promote investment in redevelopment.

Policy 3.6.2: The City shall continue to develop and implement specialized zoning and development regulations for designated reinvestment areas.

Policy 3.6.3: The City shall monitor the impacts of development regulations on small businesses to ensure that the special needs of small business operators are taken into account in the formulation of any new or revised City Codes or policies.

Policy 3.6.4: The City shall continue to work closely with the Port Orange-South Daytona Chamber of Commerce to maintain communication with local business owners about City Code.

Policy 3.6.5: The City's urban redevelopment area (URA) and Transportation Concurrency Exception Area (TCEA) for the Port Orange Town Center redevelopment area is depicted in the figure below. The area is built-up with available public facilities and services such as sanitary sewer, potable water, roads, and recreation areas and does not contain more than 40 percent vacant, developable land. This area is also hereby designated as an Existing Urban Service Area ~~for the purpose of compliance with Rule 9J-5.0055(6)(a)2.~~ The TCEA is intended to support the redevelopment objectives of the Redevelopment

Policy 4.2.4: The City will use CDBG and SHIP funds, when available, and explore opportunities to establish other financial incentives, for investment in older, declining neighborhoods as part of an overall reinvestment strategy.

Policy 4.2.5: The City will utilize public works and public utility projects as opportunities to improve the condition and appearance of older, declining neighborhoods through sensitive and appropriate design and retrofit.

GOAL 5: MIXED-USE DEVELOPMENT

~~AND~~ PROVIDE FOR MIXED-USE DEVELOPMENT THAT CREATES AN ATTRACTIVE AND FUNCTIONAL MIX OF LIVING, WORKING, SHOPPING, AND RECREATIONAL ACTIVITIES, PROVIDES FOR ENERGY-EFFICIENT LAND USE PATTERNS, COMPACT DEVELOPMENT, URBAN INFILL AND REDEVELOPMENT, AND SUPPORTS A MULTI-MODAL TRANSPORTATION SYSTEM.

Objective 5.1: Mixed-use Centers. Establish mixed-use centers, that are designed to be convenient, promote personal interaction, reduce travel distance, and conserve energy, to serve as an alternative to the single-use, community-level commercial node in certain areas, such as at intersections of collector or higher-classified roads.

Policy 5.1.1: Mixed-use centers should include compact, mixed-use development, facilities and amenities for multi-modal transportation, and high-quality, pedestrian-scale building and site design.

~~*Policy 5.1.2:* By the end of 2011, hold community input meetings with neighborhood residents and business owners near the Ridgewood Avenue Corridor regarding the possibility of establishing mixed-use centers around certain intersections.~~

~~*Policy 5.1.32:* Based on a detailed analysis of physical and economic factors, as well as community input, the City should amend the Future Land Use Map and Zoning Map to establish mixed-use centers in the most appropriate locations along the Ridgewood Avenue Corridor throughout the City.~~

~~*Policy 5.1.43:* In future years, the City should consider establishing additional mixed-use centers elsewhere using a similar community input process described above.~~

Objective 5.2: Port Orange Town Center Redevelopment Plan - Implementation. The City of Port Orange shall implement the Port Orange Town Center Redevelopment Plan, which is made up of five special character districts: Riverwalk, Dunlawton Village, Down Under, Causeway, and Ridgewood. Each district will be redeveloped based upon policies

COMPREHENSIVE PLAN

PUBLIC SCHOOL FACILITIES ELEMENT

Policy Document

GOAL 2: IMPLEMENT PUBLIC SCHOOL CONCURRENCY

THE CITY OF PORT ORANGE SHALL ASSURE THE FUTURE AVAILABILITY OF PUBLIC SCHOOL FACILITIES TO SERVE NEW DEVELOPMENT CONSISTENT WITH THE ADOPTED LEVEL OF SERVICE STANDARDS. THIS GOAL WILL BE ACCOMPLISHED RECOGNIZING THE SCHOOL DISTRICT'S STATUTORY AND CONSTITUTIONAL RESPONSIBILITY TO PROVIDE A UNIFORM SYSTEM OF FREE AND ADEQUATE PUBLIC SCHOOLS AND THE CITY'S AUTHORITY TO GOVERN THE USE OF LAND, INCLUDING THE AUTHORITY TO APPROVE OR DENY COMPREHENSIVE PLAN AMENDMENTS, RE-ZONINGS OR OTHER DEVELOPMENT ORDERS THAT GENERATE STUDENTS AND IMPACT THE PUBLIC SCHOOL SYSTEM. THE CITY OF PORT ORANGE SHALL OPERATE AND MAINTAIN IN A TIMELY AND EFFICIENT MANNER ADEQUATE PUBLIC FACILITIES FOR BOTH EXISTING AND FUTURE POPULATIONS CONSISTENT WITH THE AVAILABLE FINANCIAL RESOURCES.

Objective 2.1: The City of Port Orange, through coordinated planning with the School District and implementation of its concurrency management system, shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted level-of-service standard within the period covered by the five-year schedule of capital improvements. These standards and the concurrency management system shall be consistent with the interlocal agreement approved by the School Board and the local governments in Volusia County.

Policy 2.1.1: The level-of-service standards for schools shall be applied consistently by all the local governments in Volusia County and by the School Board district-wide to all schools of the same type.

Policy 2.1.2: Consistent with the interlocal agreement, the uniform, district-wide level-of-service standards are set as follows using FISH capacity based on the traditional school calendar:

1. Elementary Schools: 115% of permanent FISH capacity for the concurrency service area
2. K-8 Schools: 115% of permanent FISH capacity for the concurrency service area.
3. Middle Schools: 115% of permanent FISH capacity for the concurrency service area
4. High Schools: 120% of permanent FISH capacity for the concurrency service area
5. Special Purpose Schools: 100% of permanent FISH capacity

Policy 2.1.3: The following schools shall achieve the adopted level of service no later than the identified date. The level of service presented in the following table is the tiered level of service that shall apply to that school unit the dated noted in

the table.

School	LOS	DATE
Orange City Elementary	117%	July 1, 2012
Horizon Elementary	158%	July 1, 2012
Freedom Elementary	126%	July 1, 2012
Osecola Elementary	117%	July 1, 2012
Ortona Elementary	150%	July 1, 2012
Ormond Beach Elementary	116%	July 1, 2012
Southwestern Middle	120%	July 1, 2013
New Smyrna Beach Middle	122%	July 1, 2014

(Note: This policy designates a tiered LOS for those schools that exceed the desired levels at the end of the first five year capital improvements program)

Policy 2.1.43: The following schools shall be considered constrained schools at the designated LOS due to the inability to add capacity at the site and the nature of the communities they serve. Concurrency will be reviewed in the adjacent concurrency service areas and requests to increase residential densities in the constrained concurrency service areas will need to be accompanied by a plan to address school capacity.

School	LOS
Burns-Oak Hill Elementary	115%
Coronado Elementary	115%
Samsula Elementary	165%

Source: Volusia County Interlocal Agreement

Policy 2.1.54: The City of Port Orange and School Board recognize and agree that short-term changes in enrollment unrelated to new development approvals can and do occur, and that students enrolling in their assigned school will be accepted consistent with the School District's constitutional obligations regardless of the utilization levels at the assigned school.

Policy 2.1.65: If there is a consensus to amend any level-of-service, the amendment shall be accomplished by execution of an amendment to the interlocal agreement by all parties and the adoption of amendments to each local government's comprehensive plan. The amended level-of-service standard shall not be effective until all plan amendments are effective and the amended interlocal agreement is fully executed. No level-of-service standard shall be amended without showing that the new standard is financially feasible and can be achieved and maintained within the five-year timeframe of the capital facilities plan.

Objective 2.2: The City of Port Orange shall establish School Concurrency Service Areas, as determined district-wide, within which an evaluation is made of whether adequate school capacity is available, based on the adopted level-of-service standard.

planning. The comprehensive plan amendment shall demonstrate how school capacity will be met consistent with the terms of the First Amendment to the Interlocal Agreement for Public School Facility Planning effective July 2007 and Section 206 of the Volusia County Charter. If the project area is to be annexed by a municipality, the comprehensive plan amendment shall include an amendment of the central concurrency service area boundary by Volusia County to exclude the subject parcel.

Policy 2.2.9: Amendments to the School Concurrency Service Areas shall be completed according to the procedures specified in the Volusia County Interlocal Agreement for School Facilities Planning. Amendments to concurrency service areas shall consider the following criteria:

1. Adopted level-of-service standards shall not be exceeded within the initial five-year planning period, except as identified in Policies 2.1.3 and 2.1.4 of this Element.
2. The utilization of school capacity is maximized to the greatest extent possible taking into account transportation costs, ethnic and socio-economic diversity, proximity to schools, subdivisions and neighborhoods, demographic changes, future land development patterns, crossing guard availability and other relevant factors.

Objective 2.3: In coordination with the School Board, the City of Port Orange will establish a process for implementing school concurrency, which includes applicability and capacity determination, availability standards and school capacity methods. The City of Port Orange shall manage the timing of residential subdivision approvals and site plans to ensure adequate school capacity is available consistent with the adopted level of service standards for public schools.

Policy 2.3.1: School concurrency applies to residential development not otherwise exempt as specified by Policy 2.3.3.

Policy 2.3.2: Development orders may be issued for residential development where:

1. Adequate school capacity, as determined by the School Board, exists or will be under construction for each level of school in the affected concurrency service area within three years after the issuance of the development order allowing the residential development.
2. Adequate school facilities, as determined by the School Board, are available within an adjacent concurrency service area subject to the limitations of Policy 2.3.7. Where capacity from an adjacent concurrency service area or areas is utilized, the impacts of development (i.e. students) shall be shifted to that area. If capacity exists in more than one concurrency service area or school within a concurrency service area, the School District shall determine where the impacts of development shall be allocated based on the School District policies for student assignment.

COMPREHENSIVE PLAN

COASTAL ZONE MANAGEMENT ELEMENT

Policy Document

INTRODUCTION

The Coastal Zone Management Element is a part of the Comprehensive Plan that coastal communities must prepare in accordance with State legislation. The purpose of the Element is to "plan for and where appropriate restrict development activities where such activities would damage or destroy coastal resources, and protect human life and limit public expenditures in areas that are subject to destruction by natural disaster." (F.A.C. 9J-5.012)

Within the context of the Comprehensive Plan, the Coastal Zone Management Element has a special status. Although it must be integrated into and be consistent with all the other Elements of the Plan, the Coastal Zone Management Element not only addresses the protection of coastal resources, but also addresses other related issues of land use, transportation, public access, and public services, facilities and infrastructure.

Volusia County and the coastal municipalities cooperated in the preparation of the original Element in 1989. Early on, the County and coastal communities recognized that coastal issues and resources should be coordinated from a systems approach. Environmental systems such as estuaries, watershed basins, or wildlife habitat, and man-made systems like traffic circulation or drainage structures, do not start or stop at political boundaries. The original Coastal Zone Management Element was written for the County's Comprehensive Plan, with the inventory, the analysis, and the goals, objectives and policies drafted in a broad-based structure so that each community could choose to adopt all or part of the element into their individual Comprehensive Plans. The City modified the goals, objectives, and policies of the plan to suit its own specific needs.

The central concept of the Element is to promote consensus among and between coastal communities so that common problems can be identified and common solutions proposed and implemented. Where the goals, objectives and policies specifically reference the County and cities, the intent is to emphasize cooperation in implementing and achieving the goals, objectives and policies.

Policy 4.3.4: City utility infrastructure shall be designed to withstand floods and wind damage associated with major storms and hurricanes. Furthermore, the City shall require, where necessary and appropriate, that electric, telephone, television cable, and other private utility infrastructure be designed to withstand flood and storm damage. Specifically, except as provided below, all utility lines and services shall be installed underground at the owner's, developer's, or builder's expense, consistent with the Land Development Code Requirements.

Policy 4.3.5: All residential development of more than 100 units in the Hurricane Vulnerability Zone shall be required to provide information to residents concerning hurricane evacuation and shelters during hurricane season.

Policy 4.3.6: All new residential development of more than 100 units in the Hurricane Vulnerability Zone shall be required to formulate an emergency hurricane preparedness plan for that development.

Policy 4.3.7: All development in the Coastal High Hazard Area shall be consistent with the federal flood hazard requirements.

Policy 4.3.8: The City will incorporate the recommendations of the Comprehensive Emergency Management Plan and the Local Mitigation Strategy (LMS), and other relevant interagency reports and agreements into the Comprehensive Plan and Land Development Code, as appropriate.

Policy 4.3.9: The City shall continue to participate in the county-wide Local Mitigation Strategy (LMS) program and implement the LMS, as necessary and appropriate, through capital improvements programming.

Policy 4.3.10: The City shall continue to participate in and comply with the National Flood Insurance Program (NFIP) regulations.

Policy 4.3.11: The City shall continue to participate in and pursue the improvement of Port Orange's insurance rating under the NFIP Community Rating System (CRS) to achieve flood insurance premium discounts for residents.

Policy 4.3.12: Locate future school facilities outside of areas susceptible to hurricane storm damage or areas prone to flooding, or as consistent with F.S. 1013 and F.A.C. Rule 6A-2, as amended, regarding flood plain and school building requirements.

Policy 4.3.13: Locate new fire and law enforcement facilities outside of the areas susceptible to hurricane storm damage or flooding, unless service levels cannot be maintained without such locations.

Policy 4.3.14: New development and redevelopment in areas at high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff, and sea level rise shall be required to utilize building design specifications, engineering solutions, site development techniques, and management practices (i.e. requiring higher minimum floor elevations, retrofitting buildings for increased flood risk, design

infrastructure that can withstand higher water levels such as raising seawalls and installing tidal valves, implementing natural drainage features such as bioswales, and other similar techniques and best practices); and is encouraged to use these building design specifications, engineering solutions, site development techniques, and management practices to remove real property from flood zone designations established by the Federal Emergency Management Agency.

Policy 4.3.15: New development and redevelopment in areas at high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff, and sea level rise shall meet or exceed the flood-resistant construction requirements of the Florida Building Code (i.e. requiring higher minimum floor elevations, retrofitting buildings, requiring the use of flood damage-resistant materials).

Policy 4.3.16: New development and redevelopment shall be consistent with flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R., part 60, as amended.

Objective 4.4: *Post-Disaster Redevelopment.* By 20152025, the City shall undertake an evaluation of the long-term problems related to post-disaster redevelopment, and based upon those findings, will prepare a Post-Disaster Redevelopment Plan. If necessary, amendments shall be made to the Comprehensive Plan based upon the Post-Disaster Redevelopment Plan.

Policy 4.4.1: The Post-Disaster Redevelopment Plan shall include: the identification of land areas that should not be reconstructed; the abandonment and/or relocation of buildings; and the rebuilding of public facilities, abandonment of public facilities, or reconstruction of public facilities with structural modification.

Policy 4.4.2: The Post-Disaster Redevelopment Plan shall also identify structures in the Coastal High Hazard Area that might be of some utility for public access, and make recommendations for acquisition when post-disaster opportunities arise. It shall establish guidelines for determining priorities for the acquisition of storm-damaged property in the Coastal High Hazard Area.

Policy 4.4.3: The Post-Disaster Redevelopment Plan shall establish principles for repairing, replacing, modifying, or relocating public facilities in the Coastal High Hazard Area.

Policy 4.4.4: The City shall utilize the build-back policies in its Post-Disaster Redevelopment Plan after a hurricane or other natural and man-made disasters.

Policy 4.4.5: The City shall plan for the immediate relief of the adverse effects of natural and man-made disasters. The primary concern shall be to protect the public health, safety, and welfare.

Policy 4.4.6: The Post-Disaster Redevelopment Plan shall contain objectives and policies that distinguish between immediate repair and cleanup and long-term repair and redevelopment.

COMPREHENSIVE PLAN

CONSERVATION ELEMENT

Policy Document

INTRODUCTION

The City of Port Orange has played an important role in environmental protection and conservation in the Halifax area and intends to continue to remain active in these areas into the future.

The City's commitment to conservation and environmental protection has been reflected in its willingness to 1) protect floodplains through the Conservation land use designation and Floodplain-Conservation (F-C) Zoning District; 2) regulate tree and vegetation removal; 3) safeguard the purity of the air, water, and soil; 4) avoid the disturbance of wetlands; 5) identify and protect natural communities and endangered species; and 6) take a leadership role in the implementation of wastewater effluent reuse.

The purpose of the Element is to provide guidance for the conservation and protection of natural resources which are important to the local quality of life. The intent of the element is to protect the public health, safety and welfare through the retention and protection of "environmentally sensitive lands." Chapter 9J-24.002 F.A.C. defines environmentally sensitive lands are defined as...

"...areas of land or water designated in the plan as being needed to serve the purpose of conserving or protecting natural resources or environmental quality and includes areas designated for such purposes as protection of soils, protection of quality or quantity of groundwater or surface water, shorelines, fisheries and wildlife management, protection of vegetative communities or protection of wildlife habitats."

There is an on-going need to protect the natural resources and environmental quality that attracted people to the area. This Element will help maintain and improve areas that are suited for development and guide new development away from areas that are not.

DEVELOPMENT (LID) TECHNIQUES, AND PURSUE COMMITMENTS TO REDUCE STORMWATER RUNOFF VOLUMES AND PEAK FLOWS, TO INCREASE GROUNDWATER RECHARGE, AND TO INCREASE PRESERVATION OF UNDISTURBED AREAS.

Objective 3.1: By 20152025, the City shall amend the Land Development Code to eliminate impediments to LID techniques.

Policy 3.1.1: Integrate into the Land Development Code the source control concept that places a greater importance on managing smaller, cost-effective landscape features located on each lot rather than through costly pipe and pond stormwater management design.

Policy 3.1.2: Maintain or improve infiltration, frequency and volume of discharges, and groundwater recharge by placing greater emphasis on reducing pervious surfaces, functional grading, open channel sections, and increasing the use of bioretention/filtration landscape areas.

Policy 3.1.3: Integrate alternative stormwater management practices such as on-lot microstorage, functional landscaping, open drainage swales, reduced imperviousness, flatter grades, increased runoff travel time, and depression storage into a multifunctional site design.

Policy 3.1.4: Encourage integrated stormwater management practices (IMPs), which distribute stormwater in small portions of a lot or parcel, near the source of impacts.

Policy 3.1.5: Amend the Land Development Code and Construction Details to permit LID designs that can significantly reduce development costs by:

- Reducing impervious surfaces (roadways), curb, and gutters;
- Decreasing the use of storm drain piping, inlet structures; and
- Eliminating or decreasing the size of large stormwater ponds.

COMPREHENSIVE PLAN

CAPITAL IMPROVEMENTS ELEMENT

Policy Document

INTRODUCTION

Under the 1985 Growth Management Act, local governments are mandated to plan for the availability of public facilities and services to support development and the impacts of such development. The purpose of the Capital Improvements Element (CIE) and the Capital Improvements Schedule (Schedule) is to identify the capital improvements that are needed to implement the Comprehensive Plan and ensure that the adopted Level of Service (LOS) Standards are achieved and maintained for concurrency related facilities.

The 2005 Growth Management Act requires the Schedule to be financially feasible. As defined by Chapter 163.3164(32) F.S., in order for a Schedule to be financially feasible it must demonstrate that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5. These revenues must be adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted LOS standards are achieved and maintained within the period covered by the 5-year Schedule. The requirement that LOS standards be achieved and maintained does not apply if the proportionate-share process set forth in Chapter 163.3180(12) and (16), F.S., is used.

This Element, intended to demonstrate the financial feasibility of the City of Port Orange's Comprehensive Plan, commences in the fiscal year 207/18 and identifies potential projects for the initial five-year planning period. Individual Capital Improvement needs identified in this Element are, for the most part, those improvements which cost \$25,000 or more and are generally non-recurring purchase items. The capital improvements identified in the other Elements of this Comprehensive Plan are listed with a brief description in Table 1 along with their estimated cost, funding source, and projected year of expenditure. The improvements are listed by type of service, related to the various Elements of the Comprehensive Plan. As required by Section 9J-5.016, F.A.C., the Capital Improvements Element addresses existing and future capital improvements needed for at least the first five fiscal years after the adoption of the comprehensive plan. Therefore, Table 1 lists improvements identified for the years 2018-2023.

The capital improvements projects listed in Table 1 are not inclusive of all anticipated capital expenditures by the City during the designated time period. For the most part, the list of improvements has been limited to the capital projects required to meet or maintain adopted LOS standards or implement the Goals, Objectives, and Policies of the Comprehensive Plan. Improvements on a smaller scale (generally under \$25,000 in cost) are outlined in the City's five-year Capital Improvement Program and annual budget as they are needed over time.

CAPITAL IMPROVEMENTS ELEMENT

TABLE 3
SUMMARY OF CAPITAL IMPROVEMENTS

Facility Type	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Water	875,000	1,250,000	1,275,000	1,070,000	1,100,000	725,000	6,295,000
Sanitary Sewer	1,300,000	2,410,000	4,875,000	4,900,000	1,925,000	1,950,000	17,360,000
Water & Sewer	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Drainage	2,510,000	679,000	-	-	-	-	3,189,000
Transportation	862,000	3,409,000	1,190,000	814,000	1,643,000	4,350,000	12,268,000
Recreation	100,000	1,500,000	-	-	-	-	1,600,000
Total Capital Improvements	5,747,000	9,348,000	7,440,000	6,884,000	4,768,000	7,125,000	41,312,000

TABLE 4
SUMMARY SCHEDULE OF COMMITTED AND PLANNED FUNDS

Fund	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Capital Projects (301)	804,000	885,000	228,000	99,000	225,000	-	2,241,000
General Capital Rplcmnt Fund (317)	100,000	260,000	-	-	-	-	360,000
Water/Sewer Operating (401)	550,000	1,450,000	1,450,000	1,400,000	1,200,000	1,200,000	7,250,000
Water/SewerR&R(403)	900,000	1,385,000	1,400,000	1,370,000	1,375,000	1,425,000	7,855,000
Water/Sewer Impact (405)	825,000	925,000	2,400,000	2,300,000	550,000	150,000	7,150,000
Drainage Cnstr/Oprtnng (412)	797,000	329,000	-	-	-	-	1,126,000
Proportionate Fair Share/Other/Grant	1,713,000	2,525,000	1,000,000	1,000,000	-	-	6,238,000
TPO Funds	58,000	389,000	962,000	495,000	900,000	-	2,804,000
Developer Fairshare Contr. (Planned)	-	1,200,000	-	220,000	518,000	4,350,000	6,288,000
Total Committed and Planned Funds	5,747,000	9,348,000	7,440,000	6,884,000	4,768,000	7,125,000	41,312,000

SOURCE (For Tables 3 and 4): City of Port Orange, Department of Finance, 2017

Table 5 identifies transportation improvements included in the first five years of the applicable Transportation Planning Organization's (TPO) adopted Transportation Improvement Program (TIP), to the extent that such improvements are relied upon to ensure concurrency and financial feasibility.

TABLE 5
VOLUSIA COUNTY TPO TRANSPORTATION IMPROVEMENT PLAN*

There are no concurrency-related improvements in the 2017/18 – 2021/22 TPO TIP.

SOURCE: VCTPO TIP FY 2017/18-2021/22; City of Port Orange, Department of Community Development, 2017

Table 6 identifies public school facilities improvements included in the first five years of the 2016/17 – 2020/21 Volusia County School District Work Program.

TABLE 9
FACILITY SPECIFIC RULES FOR CONCURRENCY ASSESSMENT

TRANSPORTATION

Traffic impact analysis studies are required for development projects to determine the project impacts, maintain information on roadway conditions, and develop appropriate mobility mitigation strategies. Such studies must be consistent with the adopted Volusia County TPO Guidelines. The studies shall calculate the number of trips generated by the proposed development, show the distribution and assignment of the projected trips, and project the level of service of impacted road links. Traffic studies shall still be required for projects within the Town Center Transportation Concurrency Exception Area (TCEA) to provide a measure of the projects impacts and to maintain information on the roadway conditions within the TownCenter TCEA to develop, monitor, and adjust mobility strategies.

Prior to the issuance of a Certificate of Occupancy, all facility improvements necessary to accommodate the impacts of the development shall be in place or planned for construction within the first three years of the adopted FDOT Work Program, County Road Program, and/or City CIP. If the necessary facility improvements will not be in place or under construction within three years of the time of the development approval, the development's approval will be subject to the signing of an enforceable development agreement, such as a Concurrency and Fair-Share Agreement, as outlined in the City's Proportionate Fair Share Ordinance. Completed improvements may be required prior to the issuance of a building permit if deemed necessary for public safety purposes. Outside the boundaries of the Transportation Concurrency Exception Area, the City may grant *de minimus* exceptions up to a cumulative 10% degradation of the adopted peak-hour LOS standard volume, as long as the facility is not an evacuation route or part of the State's SIS.

SANITARY SEWER

The City's Land Development Code provides sanitary sewer use standards for residential development based on equivalent residential units and for non-residential development based on gross leasable area. The City may also require commercial and industrial developments to provide a description and estimate of wastewater generations for any commercial or industrial processes which create wastewater that will be discharged into the City's system.

Prior to the issuance of a Certificate of Occupancy, all facility improvements necessary to accommodate the impacts of that portion of the development receiving a Certificate of Occupancy shall be in place, as required by the Development Order.

POTABLE WATER

The City's Land Development Code provides potable water use standards for residential development based on equivalent residential units and for non-residential development based on gross leasable area. The City may also require commercial and industrial developments to provide a description and estimate of water use needs for any commercial or industrial processes involving potable water.

Prior to the issuance of a Certificate of Occupancy, groundwater or alternative water supplies and all facility improvements necessary to accommodate the impacts of that portion of the development receiving a Certificate of Occupancy shall be in place, as required by the Development Order and the City Consumptive Use Permit.

Policy 1.3.5: The City shall allocate the costs of new public facilities on the basis of the benefits received by existing and future residents.

Policy 1.3.6: The City shall identify and use stable revenue sources which are also responsive to growth for financing public facilities.

Policy 1.3.7: The City shall continue to strive for financial self-sufficiency in the provision of public facilities.

Policy 1.3.8: A capital improvement scheduled to be funded through grants and/or funding that requires a referendum will not be undertaken if the grants are not secured or the referendum is not passed; however, if the improvement is needed to maintain a LOS standard, then all new development will be required to contribute its fair share towards the improvement.

Policy 1.3.9: The City shall identify funding sources for the mobility strategies in the Town Center Transportation Concurrency Exception Area (TCEA) annually during the update to the Capital Improvements Plan. Mitigation shall be satisfied through a combination of physical infrastructure improvements, as listed in the Transportation Mobility Element, or payment of impact fees, and proportionate fair-share contributions, or other future identified sources.

Policy 1.3.10: The City may create a special assessment district to secure funding for TCEA strategies and identified improvements within the Port Orange Town Center Redevelopment District. The City shall amend the Capital Improvements Schedule annually to incorporate funding from the special assessment district for capital improvements to enhance mobility within the TCEA.

Policy 1.3.11: The City will pursue and secure funding from other revenue sources including, but not limited to:

- Florida Inland Navigation Department (FIND) grants
- Volusia County ECHO grants
- Community Development Block Grant (CDBG) funds
- Ponce de Leon Port District
- Special Assessment District
- Florida Department of ~~Community Affairs~~ Economic Opportunity (DCADEO)
- Florida Department of Transportation (FDOT)
- Volusia Transportation Planning Organization (TPO)
- Transportation impact fees
- Utility projects (drainage, water, wastewater)
- Parking credits
- Gas tax

Objective 1.4: The City will utilize a Concurrency Management System so that decisions regarding the issuance of development orders and permits will be based upon coordination of the development requirements included in this Plan, the land development regulations, and



STAFF REPORT

18-2 Large-Scale Comprehensive Plan Amendment/
CASE NO. 18-20000003

REQUEST:	Amend the Comprehensive Plan to remove references to 9J-5, update various policies, and add required policies regarding sea level rise.
APPLICANT:	City of Port Orange
STAFF CONTACT:	Penelope Cruz, Interim Planning Manager (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	April 26, 2018 (Recommended Approval)
CITY COUNCIL DATE:	May 15, 2018

INTRODUCTION

Administrative text changes are proposed to the City of Port Orange Comprehensive Plan (the Plan) based on changes to Florida Statutes since the City's Comprehensive Plan was last updated (2010). The following are the primary changes proposed to the Comprehensive Plan:

- Remove all references to Rule 9J-5 Florida Administrative Code, which has been repealed by the Florida Legislature in House Bill (HB) 7207. HB 7207 changed Chapter 163, Florida Statutes and eliminated Florida Administrative Code 9J-5. Rule 9J-5 provided specific direction to meet the statutory requirements of growth management laws and is referenced throughout the Plan. Text amendments are proposed for nearly every chapter of the Plan in order to remove any reference to Rule 9J-5.
- Update the dates associated with various policies, add text to indicate task has been completed, and minor text changes to address agency name changes.
- Add new sea level rise policies to eliminate inappropriate and unsafe development in the City's coastal areas when opportunity arises, as required by Senate Bill (SB) 1094. SB 1094 included sea level rise as one of the causes of flood risk that must be addressed in the "redevelopment principles, strategies, and engineering solutions" to reduce flood risk. Florida Statutes requires all cities with a Coastal Zone Management Element (CZME) to adopt policies related to sea level rise. The City's Plan had policies pertaining to sea level rise and reducing flood risks, but additional policies have been added to comply with SB 1094.

The primary changes to each chapter are identified in bulleted format below and the specific amendments, in strike-through/underline format, are attached for review.

PROPOSED AMENDMENTS

1. Chapter 1 - Future Land Use Element:
 - a. Remove references to repealed 9J-5 Florida Administrative Code in the Introduction, Policy 2.1.3, and Policy 3.6.5
 - b. Update agency names in the text of the Planned Community-Westside Future Land Use designation description and in Policy 1.3.4.
 - c. Update Policy 2.5.2 to clarify that the policy is an on-going effort
 - d. Update Objective 2.6 to clarify that the objective is an on-going effort
 - e. Update Objective 2.7 to clarify that the objective is an on-going effort
 - f. Update Objective 3.6 to clarify that the objective is an on-going effort
 - g. Update Policy 4.2.4 to remove the reference to State Housing Initiatives Partnership (SHIP) program funds (The City Council terminated the City's SHIP Program in January 2011.)
 - h. Update Goal 5 and subsequent policies delete a policy that has been addressed, clarify a policy is an on-going effort, and correct typographical errors.
2. Chapter 5 – Public School Facilities Element:
 - a. Delete Policy 2.1.3 that has been addressed and is no longer needed, and renumber the policies that follow.
 - b. Remove reference to a policy 2.1.4, that is being renumbered to 2.1.3 (see above).
3. Chapter 7 – Coastal Zone Management Element:
 - a. Remove references to repealed 9J-5 Florida Administrative Code in the Introduction
 - b. Update Policies 4.3.10, 4.3.11, 4.3.12, and add new Policies 4.3.14 through 4.3.16 regarding sea level rise as required by Section 163.3178, F.S.
 - c. Update Objective 4.4 to extend the timeframe regarding a Post Disaster Redevelopment Plan
4. Chapter 8 – Conservation Element:
 - a. Remove references to repealed 9J-5 Florida Administrative Code in the Introduction
 - b. Update Objective 3.1 to extend the timeframe regarding Low-Impact Development code amendments
5. Chapter 10 – Capital improvements Element:
 - a. Remove references to repealed 9J-5 Florida Administrative Code in the Introduction and Policy 1.4.3
 - b. Update agency names in Policy 1.3.11, Table 5 and Table 9.
 - c. Delete Policy 2.1.3 that has been addressed and is no longer needed

RECOMMENDATION

Staff recommends approval of the requested amendments to the City's Comprehensive Plan.

ATTACHMENTS

Exhibit A - Text Amendments to Comprehensive Plan (See Resolution Exhibit)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: No

SUBJECT: (G26) Resolution No. 18-20 – Transmittal of 18-3 Comprehensive Plan Amendments/Colony in the Wood (Case No. 18-20000005)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-20, authorizing the transmittal of the 18-3 Comprehensive Plan Amendments to the required review agencies.

SUMMARY: Planning Commission Action 06/28/18: Recommended Approval
The applicant requests approval to change the Future Land Use (FLU) designation of approximately 24.7 acres of an overall 81.9-acre property from *Office/Residential Transition* to *Urban Medium Density Residential* (4-8 units/acre). The amendment area is located in the front portion of the Colony in the Wood mobile home park at 4000 S. Clyde Morris Boulevard.

In 2010, the 81.9-acre mobile home park property was annexed into Port Orange and the FLU designation of the overall property (81.9 acres) was changed from Volusia County *Urban Medium Intensity* (4 to 8 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre) (57.2 acres) and *Office/Residential Transition* (24.7 acres). The subject property is currently developed as a mobile home park (385 units). If approved, the applicant plans to apply to amend the Colony in the Wood Planned Unit Development (PUD) Master Development Agreement (MDA) to allow for additional mobile homes sites.

The proposed FLU amendment is to change the front 24.7-acres (of the 81.9-acre property) *Urban Medium Density Residential* (4-8 units/acre). The remaining 57.2 acres are not included in the proposed amendment and will retain the current *Urban Medium Density Residential* designation.

The staff report is attached for more details.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso No. 18-20 Comp Plan Amdmt Transmittal Colony in the Wood	Reso No. 18-20 Comp Plan Amdmt Transmittal Colony in the Wood.pdf
2.	Staff Report	CC_Colony in the Wood_18-3 CPA_staff report.pdf

Penelope Cruz	Created/Initiated - 06/22/2018
Tim Burman	Approved - 06/29/2018
Shannon Balmer	Approved - 07/02/2018
Margaret Roberts	Approved - 07/06/2018
Jake Johansson	Approved - 07/06/2018
Robin Fenwick	Final Approval - 07/06/2018

RESOLUTION NO. 18-20

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

WHEREAS, the City Council of the City of Port Orange, Florida, has adopted the City of Port Orange Comprehensive Plan 2010-2025 in accordance with Chapter 163, Part II, Florida Statutes; and

WHEREAS, the City Council, Planning Commission, City staff and citizens of the City of Port Orange have cooperated and worked together in the preparation and development of the comprehensive plan amendments authorized by State law; and

WHEREAS, the proposed comprehensive plan amendments include revisions to the Future Land Use Element and Map; and

WHEREAS, the City Council has held a public hearing on July 17, 2018 to receive public input and comment on the proposed amendments to the City of Port Orange Comprehensive Plan 2010-2025; and

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, the City Council desires to accept the proposed comprehensive plan amendments and authorize their transmittal to the State land planning agency and other agencies; and

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

Section 1. The amendments to the City of Port Orange Comprehensive Plan 2010-2025, attached hereto as **Exhibit "A"**, is hereby accepted, after due public hearing required by law.

Section 2. The Community Development Director is hereby authorized to submit the comprehensive plan amendments to the State land planning agency and such other agencies as may be required by law.

Section 3. This resolution shall become effective upon adoption.

MAYOR DONALD O. BURNETTE

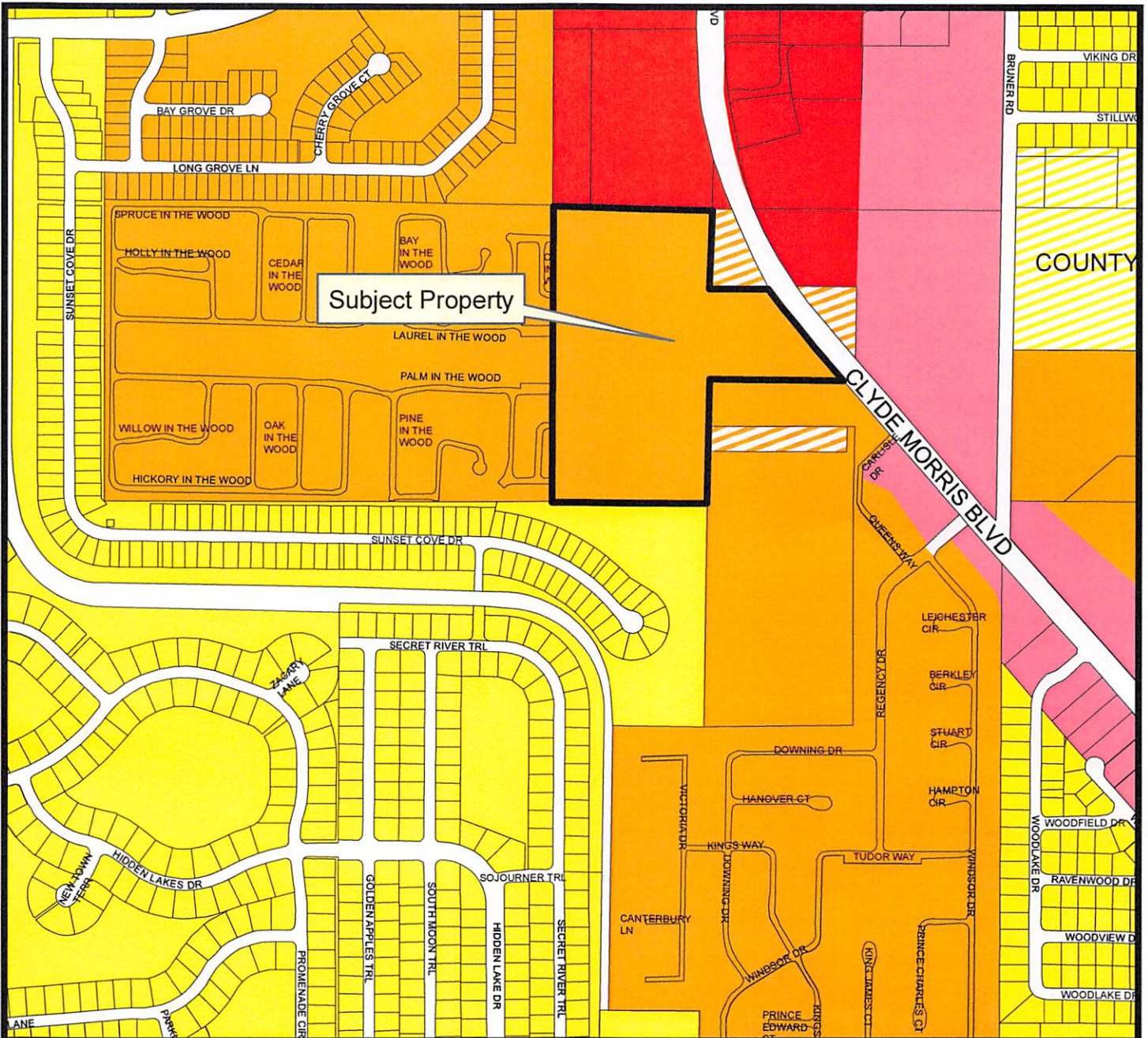
ATTEST:

Robin L Fenwick, CMC, City Clerk

Adopted on the ____ day of _____

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

EXHIBIT "A"



- | | |
|---|---|
|  Suburban Residential (2-4 Units/Acre) |  Commercial |
|  Urban Medium Density Residential (4-8 Units/Acre) |  Volusia County Urban Low Indensity |
|  Office/Residential Transition (Up to 10 Units/Acre) |  Volusia County Urban Medium Indensity |



Exhibit - Future Land Use Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





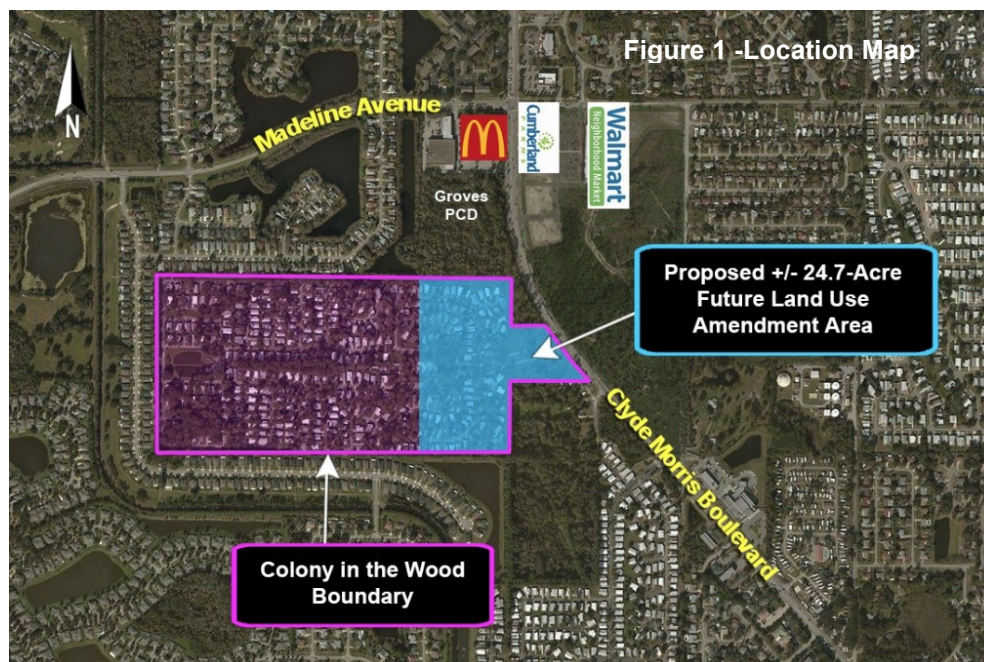
STAFF REPORT

18-3 Large-Scale Comprehensive Plan Amendment/
Colony in the Wood
CASE NO. 18-20000005

REQUEST:	Amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU for ± 24.7 acres from <i>Office/Residential Transition</i> to <i>Urban Medium Density Residential</i> (4-8 units/acre).
APPLICANT:	Atwell, LLC, c/o Dan Gibbs, P.E.
OWNER:	Shaddix Communities Ltd.
STAFF CONTACT:	Penelope Cruz, Interim Planning Manager (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (June 28, 2018)
CITY COUNCIL:	July 17, 2018

INTRODUCTION

Atwell, LLC, applicant and agent on behalf of the owner, requests approval to change the Future Land Use (FLU) designation of approximately 24.7 acres of land from *Office/Residential Transition* to *Urban Medium Density Residential* (4-8 units/acre). The subject property is located at 4000 S. Clyde Morris Boulevard and is part of the Colony in the Wood Mobile Home Park. If approved, the applicant plans to apply to amend the Colony in the Wood Planned Unit Development (PUD) Master Development Agreement (MDA) to allow the addition of 17 mobile homes to the property.



DISCUSSION

The subject property is currently developed as a mobile home park with 385 mobile home sites. In 2010, the 81.9-acre mobile home park property was annexed into Port Orange and the FLU designation of the overall property (81.9 acres) was changed from Volusia County *Urban Medium Intensity* (4 to 8 units/acre) to City of Port Orange *Urban Medium Density Residential* (4-8 units/acre) (57.2 acres) and *Office/Residential Transition* (24.7 acres). The proposed FLU amendment is to change the front 24.7-acres of the 81.9-acre property to *Urban Medium Density Residential* (4-8 units/acre). The remaining 57.2 acres are not included in the proposed amendment and will retain the current *Urban Medium Density Residential* designation.

There are several existing trees present on the site. The property is within the 500-year and 100-year flood zone according to FEMA maps. There are no historical resources or significant wildlife habitats on the site. The site has been classified as predominantly Urban under Florida Land Use Cover and Form Classification System.

The subject property is surrounded by mobile home parks to the east and west, single-family and mobile home to the south, and commercial to the north. The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1. The current and proposed Future Land Use (FLU) designations are identified on Exhibit 1. The current zoning classifications of the subject property and adjacent properties are identified on Exhibit 2.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Groves Plaza; vacant commercial land	Commercial	Planned Commercial Development (Groves PCD)
South	Sunset Cove subdivision; Pickwick Village	Suburban Residential (2-4 units/acre); Urban Medium Density (4-8 units/acre)	Planned Unit Development (Sunset Cove PUD); Residential Mobile Home (RMH); Multi-Family Residential (R-3L)
East	Pickwick Village; unincorporated enclaves; proposed Bella Oaks townhomes; Clyde Morris Boulevard	Urban Medium Density (4-8 units/acre)	Residential Mobile Home (RMH); Multi-Family Residential (R-3L); Volusia County MH-1
West	Colony in the Wood	Urban Medium Density (4-8 units/acre)	Planned Unit Development

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±24.7 acres from *Office/Residential Transition* to *Urban Medium Density Residential* (4-8 units/acre). The current FLU designation is a mixed-use category that allows for a distribution of uses within the 24.7-acres, with the cumulative mixture of uses totaling 100%:

1. 75% office and 25% residential (up to 10 units per acre);
2. 75% office and 25% commercial; or
3. 100% office.

The proposed FLU designation is a residential designation, compared to the current FLU designation which is a mixed-use designation that allows for office, commercial and residential uses. The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and maximum allowable density and intensity (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Office/Residential Transition	24.7	0	-24.7
Urban Medium Density Residential (4-8 units/acre)	0	24.7	+24.7
Total Acreage	24.7	24.7	0

Table 3. Current & Proposed Future Land Uses – Density/Intensity by Category

	Current FLU (theoretical max units/sq.ft.)	Proposed FLU (theoretical max units/sq.ft.)	Net Change in FLU (theoretical max units/sq.ft.)
Office/Residential Transition			
<i>Scenario 1 (25% Residential*/75% Office**)</i>	62 units/ 1,210,424 sq.ft.	0	-62 units/ -1,210,424 sq.ft.
<i>Scenario 2 (25% commercial*/75% office**)</i>	403,475 sq.ft./ 1,210,424 sq.ft.	0	-1,613,898 sq.ft.
Urban Medium Density Residential (4-8 units/acre)	0	198 units	+198 units

*up to 10 units/acre

**1.5 Floor-area ratio for non-residential; The floor area ratio (FAR) is the relationship between the total amount of building floor area and the total area of the lot on which the building stands.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Community Affairs (DCA) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the current future land use designation versus the designation proposed. The following seven public facilities and services were examined:

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools

Table 4. Impact Analysis (Theoretical Max.)

DEVELOPMENT VARIABLE	CURRENT LAND USE		PROPOSED LAND USE	NET CHANGE	
	Scenario 1 (25% Residential/ 75% Office)	Scenario 2 (25% commercial/ 75% office)		Scenario 1	Scenario 2
Residential Units	62	0	198	+136	+198
Non-residential Buildable Sq. Ft.	1,210,424	403,475/ 1,210,424	0	-1,210,424	-1,613,898
Population ¹	140	0	446	+306	+446
Peak Hour Trips/Daily Trips ²	556,832/ 4,018,917	2,053,687/ 21,246,990	119/988	-556,713/ -4,017,929	-2,053,568/ -21,246,002
Sanitary Sewer (gallons/day) ³	130,962	161,390	31,680	-99,282	-129,710
Potable Water (gallons/day) ⁴	132,202	161,390	35,640	-96,562	-125,750
Solid Waste (lbs./person) ⁵	12,553	16,140	1,422	-11,131	-14,718
Stormwater Drainage ⁶	n/a	n/a	n/a	n/a	n/a
Recreation/Open Space ⁷ (acres)	1	0	3	+2	+3

Notes:

1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: Mobile Home Park (240) 0.60 average rate PM Peak Hour, 4.99 Average Daily; Shopping Center (820) 3.71 PM Peak Hour; 42.70 Average Daily; Office (710) 0.46 PM Peak Hour, 3.32 Average Daily; ITE Trip Generation Manual, 9th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non- residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system will be designed to meet the requirements of the Land Development Code.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

The current FLU designation is a mixed-use category that allows the following theoretical maximum impact scenarios:

1. 25% residential and 75% office (scenario 1); or
2. 25% commercial and 75% office (scenario 2).

The proposed FLU designation would decrease the theoretical maximum non-residential development and increase the theoretical maximum residential units allowed on the 24.7-acre property. *Overall, the amendment results in a net decrease in impacts to public infrastructure, except for recreation and open space.*

TRANSPORTATION

A Transportation Impact Analysis (TIA) has been prepared by LTG, Inc., and reviewed by staff. As indicated in the TIA, there is a significant decrease in the number of daily trips and P.M. peak hour trips from the current to the proposed FLU designation. The reduction is due to the non-residential uses not being allowed in the proposed FLU designation. According to the Institute of Transportation Engineers (ITE), residential dwelling units have a lower trip generation than office and commercial uses because office and

commercial uses can attract trips from a larger area. Based on the ITE Trip Generation Manual, 9th Edition, the proposed FLU designation could generate 119 P.M. peak hour trips, and 988 daily trips.

As with all development, the specific site development proposal for the subject property will be subject to concurrency regulations at the time of development, requiring adequate transportation facilities to be provided or to mitigate their impacts.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed FLU amendment. The City's adopted LOS standard is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically generate 31,680 gallons per day (gpd) of wastewater. This is a net decrease between the current and proposed FLU designations.

POTABLE WATER

The City has available potable water capacity (well and Consumptive Use Permit) to serve the proposed FLU amendment. The City's adopted LOS standard is 180 gallons per day per ERU and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically demand 35,640 gpd of potable water. This is a net decrease in demand between the current and proposed FLU designations. Even though the City may have the technical capability to pump 15 MGD from its wells, prohibitions within the City's 20-year Consumptive Use Permit (CUP) issued by the St. Johns River Water Management District (SJRWMD) significantly limit the amount of water that is permitted to be withdrawn. The City's CUP allows for an average daily withdrawal of 8.74 MGD and a maximum daily withdrawal of 13.28 MGD in 2018. Actual average daily flow during the 2017 calendar year was 6.01 MGD. When reviewing future land use amendments, the following is considered to determine the amount of permitted water capacity available for all other future uses: the current year CUP allocation, consumption in the previous calendar year, reserved capacity, and projected consumption. Based upon these measures, the City still has available CUP capacity (Exhibit 3).

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. The City's collection standard is 1,350 residential units per curbside collection crew, per day, and a weight standard of 3.21 pounds per person per day. The proposed land use would generate 1,422 pounds of garbage per day. This is a net decrease between the current and proposed FLU. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the

runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future redevelopment of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

There is available capacity at existing park facilities to accommodate the proposed FLU amendment. The proposed FLU designation would require 3 acres of parkland. According to the City's 2017 Concurrency Management Report, the City has an excess of 68 acres of parkland, so no additional parkland is needed.

SCHOOLS

Pursuant to the Volusia County School District criteria, the proposed FLU amendment and any future development of this property is exempt from School Concurrency review because it is an age-restricted community.

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the adopted Port Orange Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU category is compatible with adjacent parcels and reduces the allowable density of the property. All public facilities have adequate capacity to accommodate the proposed amendment.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by scale of development, intensity, density, and type of use, and the juxtaposition of uses.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property is surrounded by mobile home parks to the east and west, single-family and mobile home park to south, and commercial to the north (see Table 1 – page 2).

3. *An amendment shall not result in negative economic, social, or other impacts to the City of Port Orange.*

Staff finding: All public facilities have adequate capacity to accommodate the proposed amendment and therefore there are no negative impacts.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property is not located within the Hurricane Vulnerability Zone.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

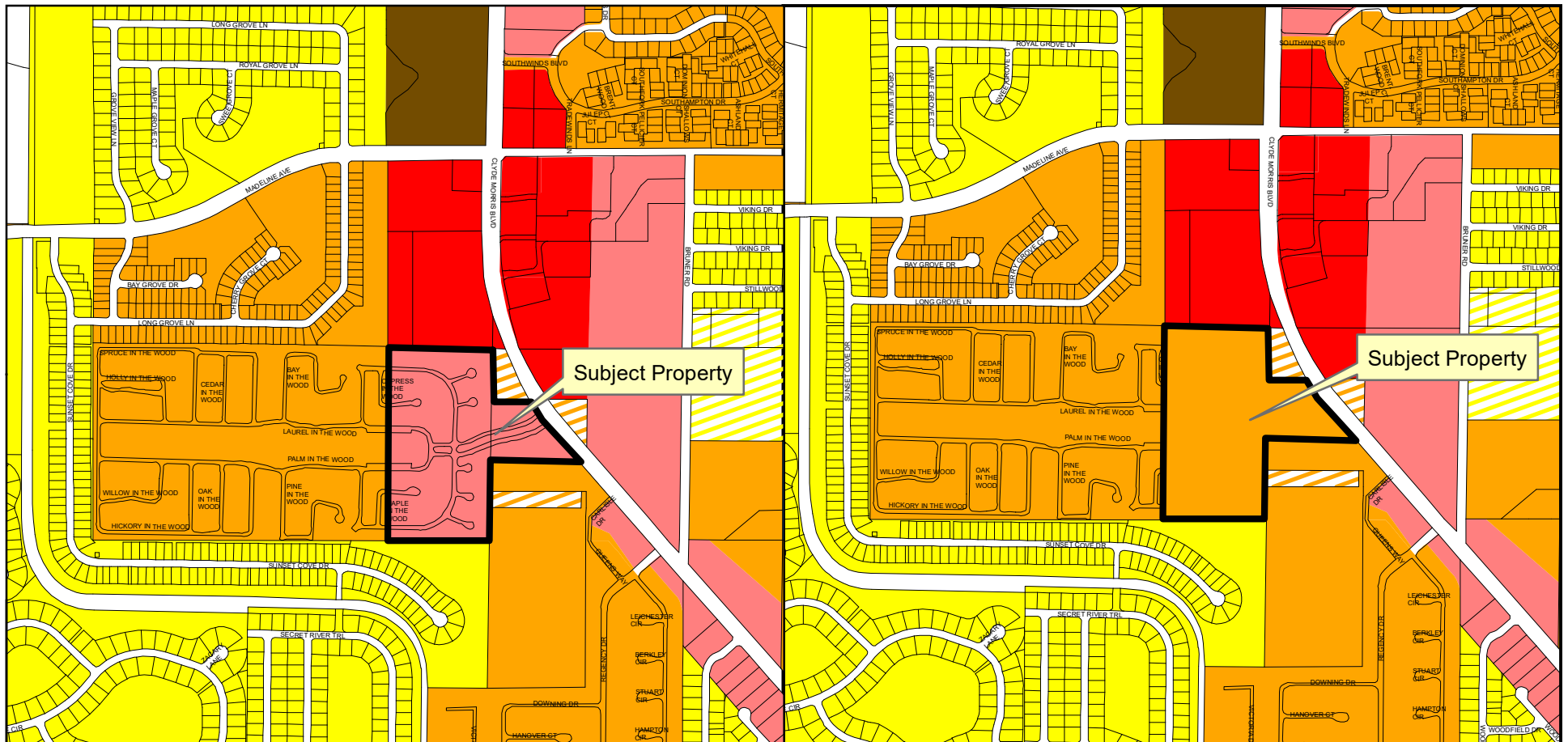
Staff finding: The proposed amendment will not encourage sprawl. The amendment area is part of an existing development, with access to existing infrastructure.

STAFF RECOMMENDATION

Staff recommends approval of the request to change the Future Land Use designation of approximately 24.7 acres of land from *Office/Residential Transition* to *Urban Medium Density Residential* (4-8 units/acre), and transmittal to the Florida Department of Community Affairs and other review agencies for review.

ATTACHMENTS

- Exhibit 1 – Future Land Use Map
- Exhibit 2 – Current and Proposed Zoning Map
- Exhibit 3 – SJRWMD Potable Water Availability Worksheet



Current Future Land Use

- Suburban Residential (2-4 Units/Acre)
- Urban Medium Density Residential (4-8 Units/Acre)
- Urban High Density Residential (8-16 Units/Acre)
- Office/Residential Transition (Up to 10 Units/Acre)

Proposed Future Land Use

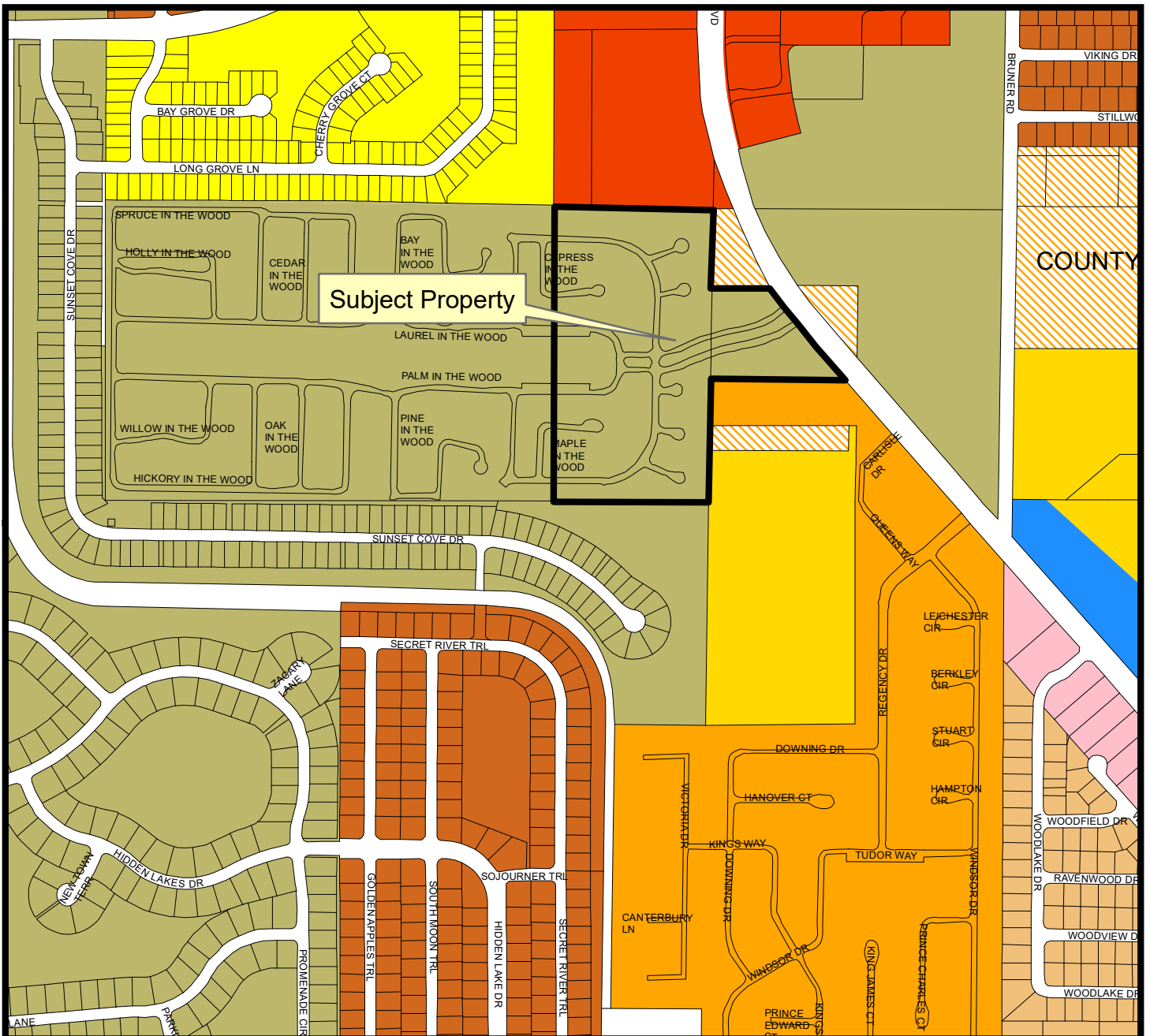
- Commercial
- Volusia County Urban Low Indensity
- Volusia County Urban Medium Indensity



Exhibit 1 - Future Land Use Map

DEPARTMENT OF COMMUNITY DEVELOPMENT





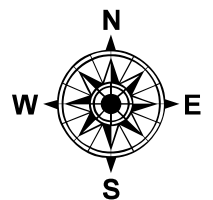
- | | |
|--|--|
|  GPU Government/Public Use |  RMH Residential Mobile Home |
|  R-10SF Single Family Residential |  PUD Planned Unit Development |
|  R-8SF Single Family Residential |  PCD Planned Commercial Development |
|  R-2D Two Family Residential |  PO Professional Office |
|  R-3L Multi-Family Residential |  Volusia County MH-1 |



Exhibit 2 - Zoning Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





St. Johns River Water Management District Potable Water Availability Worksheet

This worksheet is for use by local governments submitting comprehensive plan amendments to determine the availability of potable water resources to serve proposed development. Instructions and St. Johns River Water Management District (SJRWMD) staff contact information are attached.

1. General Information

Date: June 2018 Case No. 18-20000005 (Colony in the Wood/18-3 CPA)
 Contact name: Penelelope Cruz/ Kenny Ho, P.E. Phone: 386-506-5671 E-mail: pcruz@port-orange.org
 Local government: City of Port Orange
 Potable water supplier: City of Port Orange

2. Infrastructure Information

Water treatment plant permit number: 3641044 Permitting agency: FDEP
 Permitted capacity of the water treatment plant(s): 15 million gallons a day (mgd)
 Total design capacity of the water treatment plant(s): 15 mgd
 Are distribution lines available to serve the property? Yes ☒ No ☐
 If not, indicate how and when the lines will be provided: _____
 Are reuse distribution lines available to serve the property? Yes ☒ No ☐
 If not, indicate if, how and when the lines will be provided: _____

3. SJRWMD Consumptive Use Permit (CUP) Information

CUP number: 8595 Expiration date: 6/1/22
 Total CUP duration (years): 20
 CUP allocation in last year of permit: 8.97 MGD (annual average)
 Current status of CUP: In compliance ☒ Not in compliance ☐
 Allocations to other local governments: Ponce Inlet as a whole sale customer; Daytona Beach Shores & Volusia County are partially served as retail customers; No specific water usage amount has been recorded or agreed for these local governments
 Reserved capacity: 0.12 MGD (Based on a estimated 672 ELUs that are permitted but unbuilt at 180 GPD/ELU.) Total committed capacity built and unbuilt is 7.24 MGD - based on 40,245 ELUs at 180 GPD/ELU.

4. Consumptive Use Analysis

Designate mgd ☒ or mgy ☐

A. Current year CUP allocation:	<u>8.74</u>
B. Consumption in the previous calendar year:	<u>6.01</u>
C. Reserved capacity ☐ or growth projection ☒ (check the one used):	<u>0.18</u>
D. Projected consumption by proposed comprehensive plan amendment areas	<u>0.00</u>
E. Amount available for all other future uses (A - B - C - D = E):	<u>2.55</u>

If the amount in E is zero or a negative number, explain how potable water will be made available for future uses: Please note for "C" - the growth projection is based a historical growth rate of 0.15 MGD - 0.18 MGD calculated from monthly operating reports data (MORs, DEP form 17.1.122 (40)) of the City's Garnsey Water Plant.

This worksheet is available electronically at http://www.sjrwmd.com/programs/outreach/local_gov/



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: No

SUBJECT: (G27) Second Reading - Ordinance No. 2018-20 - Adoption of the 18-2 Comprehensive Plan Amendments (Case No. 18-20000003)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to adopt Ordinance No. 2018-20, amending the City's Comprehensive Plan for Case No. 18-20000003, and authorizing staff to send the adopted amendment to the required review agencies.

SUMMARY: The City Council approved the transmittal of the subject plan amendments to the Department of Economic Opportunity (DEO) and other review agencies, per Resolution No. 18-10, at a public hearing held on May 15, 2018, as recommended by the Planning Commission. The State and local review agencies have completed their review with no comments, and the proposed amendment has been certified through the Volusia Growth Management Commission (VGMC).

Administrative text changes are proposed to the City of Port Orange Comprehensive Plan (the Plan) based on changes to Florida Statutes since the City's Comprehensive Plan was last updated (2010). The following are the primary changes proposed to the Comprehensive Plan:

- Remove all references to Rule 9J-5 Florida Administrative Code, which has been repealed by the Florida Legislature in House Bill (HB) 7207. HB 7207 changed Chapter 163, Florida Statutes and eliminated Florida Administrative Code 9J-5. Rule 9J-5 provided specific direction to meet the statutory requirements of growth management laws and is referenced throughout the Plan. Text amendments are proposed for nearly every chapter of the Plan in order to remove any reference to Rule 9J-5.
- Update the dates associated with various policies, add text to indicate task has been completed, and minor text changes to address agency name changes.
- Add new sea level rise policies to eliminate inappropriate and unsafe development in the City's coastal areas when opportunity arises, as required by Senate Bill (SB) 1094. SB 1094 included sea level rise as one of the causes of flood risk that must be addressed in the "redevelopment principles, strategies, and engineering solutions" to reduce flood risk. Florida Statutes requires all cities with a Coastal Zone Management Element (CZME) to adopt policies related to sea level rise. The City's Plan had policies pertaining to sea level rise and reducing flood risks, but additional policies have been added to comply with SB 1094.

The primary changes to each chapter are identified in bulleted format in the staff report and the specific amendments, in strike-through/underline format, are attached as an exhibit to the Ordinance.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-20	Ord. No. 2018-20 .pdf
2.	Ord. No. 2018-20 Exhibit A	RESO Exhibit A.pdf
3.	Staff Report	CC Staff Rpt_18-2CPA.pdf

Robin Fenwick

Created/Initiated - 07/12/2018

ORDINANCE NO. 2018-20

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING THE FUTURE
LAND USE ELEMENT; AMENDING THE PUBLIC SCHOOL
FACILITIES ELEMENT; AMENDING THE COASTAL ZONE
MANAGEMENT ELEMENT; AMENDING THE
CONSERVATION ELEMENT; AMENDING THE CAPITAL
IMPROVEMENTS ELEMENT; PROVIDING FOR
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the City Council of the City of Port Orange has provided an opportunity to receive comments and proposals from the general public and held at two public hearings with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources, consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare;

prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012-30, 2013-20, 2013-25, 2014-31, 2014-32,

2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, and this ordinance.

Section 2. The City Council hereby amends the Comprehensive Plan City of Port Orange 2010-2025, Future Land Use Element, Public School Facilities Element, Coastal Zone Management Element, Conservation Element and Capital Improvements Element, as attached hereto as **Exhibit A**, and incorporated herein by this reference.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

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

Section 5. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state eland planning

agency. The City Clerk shall note the effective date hereon in the place provided below.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

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

Exhibit A

Text Amendments to Comprehensive Plan

Words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

The pages included are excerpts from the amended chapters of the Comprehensive Plan. Only the pages with amendment text are included.

COMPREHENSIVE PLAN

FUTURE LAND USE ELEMENT

Policy Document

INTRODUCTION

The Future Land Use Element is the central element of the Comprehensive Plan. It functions as the blueprint for the City of Port Orange, the design for its future. It is used to ensure that future development is planned harmoniously with existing development and natural systems in a sustainable manner. It provides policy direction and guidelines for orderly growth, infrastructure, and public services. It relates the policies of the other elements in the Plan to the future use of land. It sets the land use Goals to which the City aspires, the Objectives used to measure progress, and the Policies employed to achieve them.

This Element describes the City's past efforts to become the progressive, high-quality community it is today, and its vision for evolving gradually over the next 20 years into a sustainable, "life-long" community. For the next 20 years, this new vision can ensure that the City's quality will be maintained and the City can continue to build on its success. Twenty years from now, Port Orange will be a city that is able to meet its needs in the present without compromising its ability to meet those needs in the future. The community will shift focus from growth to sustainability. Port Orange will be a city of places and spaces, of neighborhoods and marketplaces, of parks and civic space. It will be a place designed for human interaction— the cultural amenity great cities offer known as "civic life."

The Future Land Use Element was prepared to be consistent with ~~the standards established in Chapter 9J-5.006, Florida Administrative Code, as well as~~ relevant sections of Chapter 163, Part II, Florida Statutes, the State Comprehensive Plan, and the Strategic Regional Policy Plan. The Existing and Future Land Use Maps are included in this element. The Existing Land Use Map shows the location and distribution of land uses that have developed as of September 30, 2009. The Future Land Use Map indicates the proposed location and distribution of land uses to the year 2025. All policies contained in the Comprehensive Plan are consistent with the Future Land Use Map. All land development regulations contained in the City's Land Development Code must also be consistent with this element and with this Plan.

Planned Community-Westside and shall report its findings to **DCADEO**, FDOT District 5, **Volusia County River To Sea** TPO, Volusia County, and the City of Daytona Beach as described in the Transportation Element, Policy 3.2.2.

General Design Standards

Planned Community-Westside shall meet the following general design standards:

- A primary “town center” shall be created for the overall project that includes a mixture of uses (residential, commercial, institutional, and recreation), and a variety of housing types. The location of the town center shall be shown on the CDP for the Macro Region. The town center shall be relatively compact in design, and may be developed at the maximum density/intensity. High-density residential units should be clustered into the town center in order to support convenience/service uses, local employment, or mass transit use. A portion of overall project conservation/recreation area shall be in the form of a “town square” or public park.
- Internal connectivity should be provided for pedestrian, bicycle, and automobile modes so as to reduce the number of external trips and provide transit service options.
- Single-family housing may be constructed on a variety of lot sizes that are intermixed throughout each Micro Region.
- Projects should be designed with special consideration given to compatibility with the surrounding uses and any adjacent developments. Compatibility is defined as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. In general, density and intensity shall decrease toward the south and west. This will ensure that the higher intensity uses will be located where the infrastructure exists to serve them (adjacent to I-95), and where they will not impact lower intensity uses (adjacent to Tomoka Farms Road). In addition, buffering between areas of different intensity will be accomplished through a variety of mechanisms permitted by the City’s Land Development Code.

Planned Community-Riverwalk

This land use designation implements the Riverwalk component of the Port Orange Town Center Redevelopment Plan.

Planned Community-Riverwalk is 35.4 acres and is composed of several land uses including mixed-use, recreational, commercial, office, residential, and civic land uses, among others. These land uses shall be integrated into a walkable community on the Halifax riverbank.

Community Standards

The following standards apply to Planned Community –Riverwalk.

Density/Intensity

The Riverwalk District shall allow a maximum gross residential density of 25 units/acre.

Distribution of Uses

The following table identifies the land uses allowed in Planned Community –Riverwalk, expressed as number of dwelling units or gross square footage.

density/intensity to support more economical and efficient public bus transit service.

Policy 1.2.8: Promote environmental protection, reduced natural resource consumption and energy management in the design and construction of buildings.

Objective 1.3: Coordinating Land Use and Transportation. The City will ensure that existing and proposed land uses are consistent with the transportation modes and services proposed to serve these areas.

Policy 1.3.1: Any required transportation improvements shall be implemented with minimal land use, social, and environmental disruption.

Policy 1.3.2: The City shall, through enforcement of its Land Development Code regulations, continue to ensure that the transportation facilities function safely and effectively in furtherance of the City's Mobility Improvement policies by:

- A. Limiting curb cuts on arterial roads, providing for common access points, and ensuring safe and convenient on-site and inter-parcel circulation.
- B. Concentrating proposed commercial developments around major roadway intersections, and discouraging proposals that would increase the frontage of existing commercial strips.
- C. Locating higher-intensity uses where transportation facilities can provide the most efficient access.
- D. Incorporating "pedestrian-friendly" design principles in new development projects, as described in the Transportation Element.
- E. Implementing the objective and policies of the Transportation Concurrency Exception Area and Mobility Improvement Zones in the Transportation Mobility Element.

Policy 1.3.3: The land use pattern shall serve to minimize travel requirements, and shall encourage the increased use of public transit and an increase in walking and bicycling to support the City's multimodal transportation system.

Policy 1.3.4: The City shall monitor the roadway conditions and transportation network in and adjacent to Planned Community-Westside, and shall report its findings to the City of Daytona Beach, Volusia County, Volusia County River To Sea TPO, DCADEO, and FDOT District 5 on an annual basis.

Policy 1.3.5: The City shall limit trips from the City wellfield properties so as not to cause any part of the Volusia County thoroughfare network to operate below the adopted level of service.

Policy 1.3.6: The City shall limit trips from Cracker Creek [parcel numbers 6330-00-00-0160; 6330-00-00-0180; 6330-00-00-0170; 6225-03-00-0070] so as to not create a significant impact on the Volusia County thoroughfare network and State roadway facilities.

Objective 2.1: *Future Land Use Map.* The City's continued growth shall be based upon the Future Land Use Map, which shall specify the desired development pattern for Port Orange through a land use category system that provides for the location, type, density, and intensity of development.

Policy 2.1.1: The Future Land Use Map shall contain the following categories, as described in this Element:

- A. Public/Institutional
- B. Conservation
- C. Recreation
- D. Agricultural Preservation (maximum 1 unit/10 acres)
- E. Rural Transition (0-2 units/acre)
- F. Suburban Residential (2-4 units/acre)
- G. Urban Medium-Density Residential (4-8 units/acre)
- H. Urban High-Density Residential (8-16 units/acre)
- I. Office/Residential Transition
- J. Commercial
- K. Mixed-Use Center
- L. Planned Community
- M. Warehouse/Industrial

Policy 2.1.2: The Land Use Plan shall provide for compatible land use transition through an orderly land use arrangement, proper buffering, and the use of appropriate physical and natural separators. Compatibility is defined as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other.

Policy 2.1.3: In addition to requirements within Florida Statutes and the Florida Administrative Code, the evaluation of amendments to the Future Land Use Map shall be guided by the following criteria and the Goals, Objectives, and Policies of this Plan. The criteria below are a general policy guide. Each amendment shall be reviewed on a case by case basis. Amendments are expected to be consistent with several, but not necessarily all, criteria and result in an overall positive impact.

- a) The changes in uses, density, and intensity;
- b) Furtherance of the City's Vision;
- c) Furtherance of the City's Sustainability Strategies;
- d) The locational criteria for the proposed category and the adjacent categories;
- e) The environmental suitability of the uses, densities, and intensities proposed;
- f) The impact of the proposed land use on water quality and quantity, and the potential for flooding;
- g) Furtherance of energy-efficient land use patterns and a reduction in vehicle miles traveled;

- h) The impact on the City's transportation network, and the City's Transportation Concurrency Exception Area (TCEA) and mobility strategies;
- i) The accessibility to necessary infrastructure and public services and an analysis of the availability of adequate public facilities based on the adopted level-of-service standards;
- j) The availability of water supply, Consumptive Use Permit capacity, and production facilities capacity based on the adopted level-of-service standards
- k) Whether the change reduces evacuation times beyond 12 hours; and
- l) The discouragement of urban sprawl, measured against the indicators identified in 9J-5 F.A.C.

Policy 2.1.4: It is recognized that Public/Institutional uses are acceptable in a wide range of land use environments and, therefore, small and/or isolated properties of this type may be designated under any land use category where appropriate, as determined by the Administrative Official.

Policy 2.1.5: When there are disputes to land use category boundaries on the Future Land Use Map, interpretations of these boundaries shall be made by the Administrative Official. The Administrative Official may adjust said boundaries within 660 feet, to accommodate property lines, rights-of-way, or easements, and to allow extension to major physical or man made boundaries. Boundaries shall not be expanded in such a manner that they encroach into established residential areas. Appeals from the decision of any interpretations made by the Administrative Official shall be made through the Local Planning Agency, which shall determine consistency with the Plan.

Policy 2.1.6: Development of parcels 6214-01-03-0010 and 6214-01-03-0020 shall be limited to a density of one unit per one acre.

Objective 2.2: *Land Development Code.* Future growth and development will be managed through the use of the Land Development Code, in a manner consistent with the Future Land Use Map and Comprehensive Plan.

Policy 2.2.1: The City's Land Development Code and Official Zoning Map shall be maintained to permit the use and development of land in accordance with the Future Land Use Map and the Comprehensive Plan.

Policy 2.2.2: The City shall keep on file a zoning matrix which links zoning districts to corresponding to future land use categories. It shall be used as a guide when determining appropriate zoning for land and reviewing rezoning requests.

Policy 2.2.3: The City shall refine and improve its regulatory techniques so that they allow and encourage the type of development that furthers the City's sustainability goals.

Policy 2.4.6: The City shall allow low-intensity public schools, such as elementary and middle schools, in the Public/Institutional, Rural Transition, Suburban Residential, Urban Medium-Density Residential, Urban High-Density Residential, Office/Residential Transition, and Planned Community-Westside land use categories subject to the rezoning of Government/Public Use (GPU), if applicable. Elementary schools should be located predominately in areas with the housing types and densities to meet the school's enrollment capacity with students that are predominantly within walking distance of the school. Middle schools may be located in areas with a mix of residential and commercial uses.

Policy 2.4.7: The City shall allow high-intensity public schools, such as high schools and colleges, in the Public/Institutional, Urban High-Density Residential, Commercial, and Office/Residential Transition land use categories subject to the rezoning of Government/Public Use (GPU), if applicable. High-intensity schools should be buffered from residential areas as much as possible.

Policy 2.4.8: The Land Development Code shall allow public educational facilities as permitted uses with special development criteria in appropriate zoning districts subject to the interlocal agreement with the Volusia County School Board.

Policy 2.4.9: The City may administratively rezone public school sites to Government/Public Use (GPU).

Objective 2.5: *Compatibility with Adjoining Jurisdictions.* Require that land uses are compatible with that of adjoining jurisdictions, as defined by this Plan.

Policy 2.5.1: Consider adjoining existing land use and future land use plans when reviewing development proposals within the City that are adjacent neighboring jurisdictional boundaries.

Policy 2.5.2: ~~By 2015, enter into joint land use planning with~~Continue to work with Volusia County, and adjacent cities, as applicable, to effectively plan for the location, timing, and form of anticipated urban expansion areas.

Policy 2.5.3: The City shall work with adjacent jurisdictions and intergovernmental coordination committees in siting locally unpopular public and private land uses, with consideration to the area of population served, the impact on land development patterns or important natural resources, and the cost-effectiveness of service delivery.

Objective 2.6: *Non-conformities.* Existing land uses that are inconsistent or incompatible with the City's Land Use Plan shall be eliminated ~~by the year 2020~~as development and redevelopment occurs.

Policy 2.6.1: Continue to prohibit the proliferation of incompatible uses through the use of the Future Land Use Plan and Land Development Code.

Policy 2.6.2: All non-conforming structures and uses of land shall be discontinued or otherwise made to conform with the provisions of the City's Comprehensive Plan, Land Development Code, and the Local Mitigation Strategy, through the use of rezonings, the development review process, the Commercial Property Maintenance Program, and other appropriate mechanisms.

Objective 2.7: Historic Resources. In cooperation with the Florida Department of State, Division of Historic Resources, ~~continue the use of land development regulations to amend the Land Development Code so as to create standards for the protection, preservation, and rehabilitation of identified or potential significant historic and archaeological resources by July, 2015. Until then, however, the following interim Policies shall be utilized.~~

Policy 2.7.1: Include historic and archaeological resources in land acquisition programs for open space, recreation, preservation, or conservation.

Policy 2.7.2: Continue the use of land development regulations to protect identified archaeological sites by incorporating them into open space areas.

Policy 2.7.3: Where the preservation of historic structures per *Policies 2.7.1* and *2.7.2* above is not possible, the City shall permit the relocation of such structures so long as they can be moved without noticeable damage to a location of similar historic character.

Policy 2.7.4: Maintain a common database to include survey information, a complete set of Florida Master Site file forms for all recorded sites and archival materials.

Policy 2.7.5: Nominate eligible historic and archaeological resources to the National Register of Historic Places.

Policy 2.7.6: Solicit input from various local, regional, state, agencies and interest groups for ways to better protect, preserve, and rehabilitate historic and archaeological resources.

Policy 2.7.7: Encourage the City's Building Official to use the Florida Building Code to facilitate and encourage the protection, preservation, and rehabilitation of historic properties.

Policy 2.7.8: Code Enforcement staff shall be trained to identify and cite historic properties that suffer from decline.

Policy 2.7.9: Assist preservation interest groups in identifying existing and potential local historic preservation problems and in addressing solutions to those problems.

designated public transportation corridors, with priority given to those projects that will bring the greatest increase in transit ridership.

Objective 3.5: *Williamson Business Park.* The City shall continue to the market and develop the business/industrial park west of I-95.

Policy 3.5.1: The City shall pursue a public/private agreement for the completion of the Williamson Business Park to attract high quality businesses and industries to the City.

Policy 3.5.2: The City shall work with the Volusia County Economic Development Department, the Port Orange-South Daytona Chamber of Commerce and other interested groups to promote the completion of the park.

Policy 3.5.3: The City shall continue to explore financial and other incentives to help attract businesses to locate in the park, including programs developed in conjunction with local lending institutions.

Objective 3.6: *Commercial Reinvestment Strategy.* By 2012, ~~the~~ The City shall continue to develop and implement a reinvestment strategy strategies for older commercial properties in the City to ensure that over time these properties remain viable and important contributors to the City's non-residential tax base.

Policy 3.6.1: Work with economic development organizations to develop a database of available redevelopment properties and market information to promote investment in redevelopment.

Policy 3.6.2: The City shall continue to develop and implement specialized zoning and development regulations for designated reinvestment areas.

Policy 3.6.3: The City shall monitor the impacts of development regulations on small businesses to ensure that the special needs of small business operators are taken into account in the formulation of any new or revised City Codes or policies.

Policy 3.6.4: The City shall continue to work closely with the Port Orange-South Daytona Chamber of Commerce to maintain communication with local business owners about City Code.

Policy 3.6.5: The City's urban redevelopment area (URA) and Transportation Concurrency Exception Area (TCEA) for the Port Orange Town Center redevelopment area is depicted in the figure below. The area is built-up with available public facilities and services such as sanitary sewer, potable water, roads, and recreation areas and does not contain more than 40 percent vacant, developable land. This area is also hereby designated as an Existing Urban Service Area for the purpose of compliance with Rule 9J-5.0055(6)(a)2. The TCEA is intended to support the redevelopment objectives of the Redevelopment

Policy 4.2.4: The City will use CDBG and SHIP funds, when available, and explore opportunities to establish other financial incentives, for investment in older, declining neighborhoods as part of an overall reinvestment strategy.

Policy 4.2.5: The City will utilize public works and public utility projects as opportunities to improve the condition and appearance of older, declining neighborhoods through sensitive and appropriate design and retrofit.

GOAL 5: MIXED-USE DEVELOPMENT

~~AND~~ PROVIDE FOR MIXED-USE DEVELOPMENT THAT CREATES AN ATTRACTIVE AND FUNCTIONAL MIX OF LIVING, WORKING, SHOPPING, AND RECREATIONAL ACTIVITIES, PROVIDES FOR ENERGY-EFFICIENT LAND USE PATTERNS, COMPACT DEVELOPMENT, URBAN INFILL AND REDEVELOPMENT, AND SUPPORTS A MULTI-MODAL TRANSPORTATION SYSTEM.

Objective 5.1: Mixed-use Centers. Establish mixed-use centers, that are designed to be convenient, promote personal interaction, reduce travel distance, and conserve energy, to serve as an alternative to the single-use, community-level commercial node in certain areas, such as at intersections of collector or higher-classified roads.

Policy 5.1.1: Mixed-use centers should include compact, mixed-use development, facilities and amenities for multi-modal transportation, and high-quality, pedestrian-scale building and site design.

~~*Policy 5.1.2:* By the end of 2011, hold community input meetings with neighborhood residents and business owners near the Ridgewood Avenue Corridor regarding the possibility of establishing mixed-use centers around certain intersections.~~

~~*Policy 5.1.32:* Based on a detailed analysis of physical and economic factors, as well as community input, the City should amend the Future Land Use Map and Zoning Map to establish mixed-use centers in the most appropriate locations along the Ridgewood Avenue Corridor throughout the City.~~

~~*Policy 5.1.43:* In future years, the City should consider establishing additional mixed-use centers elsewhere using a similar community input process described above.~~

Objective 5.2: Port Orange Town Center Redevelopment Plan - Implementation. The City of Port Orange shall implement the Port Orange Town Center Redevelopment Plan, which is made up of five special character districts: Riverwalk, Dunlawton Village, Down Under, Causeway, and Ridgewood. Each district will be redeveloped based upon policies

COMPREHENSIVE PLAN

PUBLIC SCHOOL FACILITIES ELEMENT

Policy Document

GOAL 2: IMPLEMENT PUBLIC SCHOOL CONCURRENCY

THE CITY OF PORT ORANGE SHALL ASSURE THE FUTURE AVAILABILITY OF PUBLIC SCHOOL FACILITIES TO SERVE NEW DEVELOPMENT CONSISTENT WITH THE ADOPTED LEVEL OF SERVICE STANDARDS. THIS GOAL WILL BE ACCOMPLISHED RECOGNIZING THE SCHOOL DISTRICT'S STATUTORY AND CONSTITUTIONAL RESPONSIBILITY TO PROVIDE A UNIFORM SYSTEM OF FREE AND ADEQUATE PUBLIC SCHOOLS AND THE CITY'S AUTHORITY TO GOVERN THE USE OF LAND, INCLUDING THE AUTHORITY TO APPROVE OR DENY COMPREHENSIVE PLAN AMENDMENTS, RE-ZONINGS OR OTHER DEVELOPMENT ORDERS THAT GENERATE STUDENTS AND IMPACT THE PUBLIC SCHOOL SYSTEM. THE CITY OF PORT ORANGE SHALL OPERATE AND MAINTAIN IN A TIMELY AND EFFICIENT MANNER ADEQUATE PUBLIC FACILITIES FOR BOTH EXISTING AND FUTURE POPULATIONS CONSISTENT WITH THE AVAILABLE FINANCIAL RESOURCES.

Objective 2.1: The City of Port Orange, through coordinated planning with the School District and implementation of its concurrency management system, shall ensure that the capacity of schools is sufficient to support residential subdivisions and site plans at the adopted level-of-service standard within the period covered by the five-year schedule of capital improvements. These standards and the concurrency management system shall be consistent with the interlocal agreement approved by the School Board and the local governments in Volusia County.

Policy 2.1.1: The level-of-service standards for schools shall be applied consistently by all the local governments in Volusia County and by the School Board district-wide to all schools of the same type.

Policy 2.1.2: Consistent with the interlocal agreement, the uniform, district-wide level-of-service standards are set as follows using FISH capacity based on the traditional school calendar:

1. Elementary Schools: 115% of permanent FISH capacity for the concurrency service area
2. K-8 Schools: 115% of permanent FISH capacity for the concurrency service area.
3. Middle Schools: 115% of permanent FISH capacity for the concurrency service area
4. High Schools: 120% of permanent FISH capacity for the concurrency service area
5. Special Purpose Schools: 100% of permanent FISH capacity

Policy 2.1.3: The following schools shall achieve the adopted level of service no later than the identified date. The level of service presented in the following table is the tiered level of service that shall apply to that school unit the dated noted in

the table.

School	LOS	DATE
Orange City Elementary	117%	July 1, 2012
Horizon Elementary	158%	July 1, 2012
Freedom Elementary	126%	July 1, 2012
Osecola Elementary	117%	July 1, 2012
Ortona Elementary	150%	July 1, 2012
Ormond Beach Elementary	116%	July 1, 2012
Southwestern Middle	120%	July 1, 2013
New Smyrna Beach Middle	122%	July 1, 2014

(Note: This policy designates a tiered LOS for those schools that exceed the desired levels at the end of the first five year capital improvements program)

Policy 2.1.43: The following schools shall be considered constrained schools at the designated LOS due to the inability to add capacity at the site and the nature of the communities they serve. Concurrency will be reviewed in the adjacent concurrency service areas and requests to increase residential densities in the constrained concurrency service areas will need to be accompanied by a plan to address school capacity.

School	LOS
Burns-Oak Hill Elementary	115%
Coronado Elementary	115%
Samsula Elementary	165%

Source: Volusia County Interlocal Agreement

Policy 2.1.54: The City of Port Orange and School Board recognize and agree that short-term changes in enrollment unrelated to new development approvals can and do occur, and that students enrolling in their assigned school will be accepted consistent with the School District's constitutional obligations regardless of the utilization levels at the assigned school.

Policy 2.1.65: If there is a consensus to amend any level-of-service, the amendment shall be accomplished by execution of an amendment to the interlocal agreement by all parties and the adoption of amendments to each local government's comprehensive plan. The amended level-of-service standard shall not be effective until all plan amendments are effective and the amended interlocal agreement is fully executed. No level-of-service standard shall be amended without showing that the new standard is financially feasible and can be achieved and maintained within the five-year timeframe of the capital facilities plan.

Objective 2.2: The City of Port Orange shall establish School Concurrency Service Areas, as determined district-wide, within which an evaluation is made of whether adequate school capacity is available, based on the adopted level-of-service standard.

planning. The comprehensive plan amendment shall demonstrate how school capacity will be met consistent with the terms of the First Amendment to the Interlocal Agreement for Public School Facility Planning effective July 2007 and Section 206 of the Volusia County Charter. If the project area is to be annexed by a municipality, the comprehensive plan amendment shall include an amendment of the central concurrency service area boundary by Volusia County to exclude the subject parcel.

Policy 2.2.9: Amendments to the School Concurrency Service Areas shall be completed according to the procedures specified in the Volusia County Interlocal Agreement for School Facilities Planning. Amendments to concurrency service areas shall consider the following criteria:

1. Adopted level-of-service standards shall not be exceeded within the initial five-year planning period, except as identified in Policies 2.1.3 and 2.1.4 of this Element.
2. The utilization of school capacity is maximized to the greatest extent possible taking into account transportation costs, ethnic and socio-economic diversity, proximity to schools, subdivisions and neighborhoods, demographic changes, future land development patterns, crossing guard availability and other relevant factors.

Objective 2.3: In coordination with the School Board, the City of Port Orange will establish a process for implementing school concurrency, which includes applicability and capacity determination, availability standards and school capacity methods. The City of Port Orange shall manage the timing of residential subdivision approvals and site plans to ensure adequate school capacity is available consistent with the adopted level of service standards for public schools.

Policy 2.3.1: School concurrency applies to residential development not otherwise exempt as specified by Policy 2.3.3.

Policy 2.3.2: Development orders may be issued for residential development where:

1. Adequate school capacity, as determined by the School Board, exists or will be under construction for each level of school in the affected concurrency service area within three years after the issuance of the development order allowing the residential development.
2. Adequate school facilities, as determined by the School Board, are available within an adjacent concurrency service area subject to the limitations of Policy 2.3.7. Where capacity from an adjacent concurrency service area or areas is utilized, the impacts of development (i.e. students) shall be shifted to that area. If capacity exists in more than one concurrency service area or school within a concurrency service area, the School District shall determine where the impacts of development shall be allocated based on the School District policies for student assignment.

COMPREHENSIVE PLAN

COASTAL ZONE MANAGEMENT ELEMENT

Policy Document

INTRODUCTION

The Coastal Zone Management Element is a part of the Comprehensive Plan that coastal communities must prepare in accordance with State legislation. The purpose of the Element is to "plan for and where appropriate restrict development activities where such activities would damage or destroy coastal resources, and protect human life and limit public expenditures in areas that are subject to destruction by natural disaster." (F.A.C. 9J-5.012)

Within the context of the Comprehensive Plan, the Coastal Zone Management Element has a special status. Although it must be integrated into and be consistent with all the other Elements of the Plan, the Coastal Zone Management Element not only addresses the protection of coastal resources, but also addresses other related issues of land use, transportation, public access, and public services, facilities and infrastructure.

Volusia County and the coastal municipalities cooperated in the preparation of the original Element in 1989. Early on, the County and coastal communities recognized that coastal issues and resources should be coordinated from a systems approach. Environmental systems such as estuaries, watershed basins, or wildlife habitat, and man-made systems like traffic circulation or drainage structures, do not start or stop at political boundaries. The original Coastal Zone Management Element was written for the County's Comprehensive Plan, with the inventory, the analysis, and the goals, objectives and policies drafted in a broad-based structure so that each community could choose to adopt all or part of the element into their individual Comprehensive Plans. The City modified the goals, objectives, and policies of the plan to suit its own specific needs.

The central concept of the Element is to promote consensus among and between coastal communities so that common problems can be identified and common solutions proposed and implemented. Where the goals, objectives and policies specifically reference the County and cities, the intent is to emphasize cooperation in implementing and achieving the goals, objectives and policies.

Policy 4.3.4: City utility infrastructure shall be designed to withstand floods and wind damage associated with major storms and hurricanes. Furthermore, the City shall require, where necessary and appropriate, that electric, telephone, television cable, and other private utility infrastructure be designed to withstand flood and storm damage. Specifically, except as provided below, all utility lines and services shall be installed underground at the owner's, developer's, or builder's expense, consistent with the Land Development Code Requirements.

Policy 4.3.5: All residential development of more than 100 units in the Hurricane Vulnerability Zone shall be required to provide information to residents concerning hurricane evacuation and shelters during hurricane season.

Policy 4.3.6: All new residential development of more than 100 units in the Hurricane Vulnerability Zone shall be required to formulate an emergency hurricane preparedness plan for that development.

Policy 4.3.7: All development in the Coastal High Hazard Area shall be consistent with the federal flood hazard requirements.

Policy 4.3.8: The City will incorporate the recommendations of the Comprehensive Emergency Management Plan and the Local Mitigation Strategy (LMS), and other relevant interagency reports and agreements into the Comprehensive Plan and Land Development Code, as appropriate.

Policy 4.3.9: The City shall continue to participate in the county-wide Local Mitigation Strategy (LMS) program and implement the LMS, as necessary and appropriate, through capital improvements programming.

Policy 4.3.10: The City shall continue to participate in and comply with the National Flood Insurance Program (NFIP) regulations.

Policy 4.3.11: The City shall continue to participate in and pursue the improvement of Port Orange's insurance rating under the NFIP Community Rating System (CRS) to achieve flood insurance premium discounts for residents.

Policy 4.3.12: Locate future school facilities outside of areas susceptible to hurricane storm damage or areas prone to flooding, or as consistent with F.S. 1013 and F.A.C. Rule 6A-2, as amended, regarding flood plain and school building requirements.

Policy 4.3.13: Locate new fire and law enforcement facilities outside of the areas susceptible to hurricane storm damage or flooding, unless service levels cannot be maintained without such locations.

Policy 4.3.14: New development and redevelopment in areas at high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff, and sea level rise shall be required to utilize building design specifications, engineering solutions, site development techniques, and management practices (i.e. requiring higher minimum floor elevations, retrofitting buildings for increased flood risk, design

infrastructure that can withstand higher water levels such as raising seawalls and installing tidal valves, implementing natural drainage features such as bioswales, and other similar techniques and best practices); and is encouraged to use these building design specifications, engineering solutions, site development techniques, and management practices to remove real property from flood zone designations established by the Federal Emergency Management Agency.

Policy 4.3.15: New development and redevelopment in areas at high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff, and sea level rise shall meet or exceed the flood-resistant construction requirements of the Florida Building Code (i.e. requiring higher minimum floor elevations, retrofitting buildings, requiring the use of flood damage-resistant materials).

Policy 4.3.16: New development and redevelopment shall be consistent with flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R., part 60, as amended.

Objective 4.4: *Post-Disaster Redevelopment.* By 20152025, the City shall undertake an evaluation of the long-term problems related to post-disaster redevelopment, and based upon those findings, will prepare a Post-Disaster Redevelopment Plan. If necessary, amendments shall be made to the Comprehensive Plan based upon the Post-Disaster Redevelopment Plan.

Policy 4.4.1: The Post-Disaster Redevelopment Plan shall include: the identification of land areas that should not be reconstructed; the abandonment and/or relocation of buildings; and the rebuilding of public facilities, abandonment of public facilities, or reconstruction of public facilities with structural modification.

Policy 4.4.2: The Post-Disaster Redevelopment Plan shall also identify structures in the Coastal High Hazard Area that might be of some utility for public access, and make recommendations for acquisition when post-disaster opportunities arise. It shall establish guidelines for determining priorities for the acquisition of storm-damaged property in the Coastal High Hazard Area.

Policy 4.4.3: The Post-Disaster Redevelopment Plan shall establish principles for repairing, replacing, modifying, or relocating public facilities in the Coastal High Hazard Area.

Policy 4.4.4: The City shall utilize the build-back policies in its Post-Disaster Redevelopment Plan after a hurricane or other natural and man-made disasters.

Policy 4.4.5: The City shall plan for the immediate relief of the adverse effects of natural and man-made disasters. The primary concern shall be to protect the public health, safety, and welfare.

Policy 4.4.6: The Post-Disaster Redevelopment Plan shall contain objectives and policies that distinguish between immediate repair and cleanup and long-term repair and redevelopment.

COMPREHENSIVE PLAN

CONSERVATION ELEMENT

Policy Document

INTRODUCTION

The City of Port Orange has played an important role in environmental protection and conservation in the Halifax area and intends to continue to remain active in these areas into the future.

The City's commitment to conservation and environmental protection has been reflected in its willingness to 1) protect floodplains through the Conservation land use designation and Floodplain-Conservation (F-C) Zoning District; 2) regulate tree and vegetation removal; 3) safeguard the purity of the air, water, and soil; 4) avoid the disturbance of wetlands; 5) identify and protect natural communities and endangered species; and 6) take a leadership role in the implementation of wastewater effluent reuse.

The purpose of the Element is to provide guidance for the conservation and protection of natural resources which are important to the local quality of life. The intent of the element is to protect the public health, safety and welfare through the retention and protection of "environmentally sensitive lands." Chapter 9J-24.002 F.A.C. defines environmentally sensitive lands are defined as...

"...areas of land or water designated in the plan as being needed to serve the purpose of conserving or protecting natural resources or environmental quality and includes areas designated for such purposes as protection of soils, protection of quality or quantity of groundwater or surface water, shorelines, fisheries and wildlife management, protection of vegetative communities or protection of wildlife habitats."

There is an on-going need to protect the natural resources and environmental quality that attracted people to the area. This Element will help maintain and improve areas that are suited for development and guide new development away from areas that are not.

DEVELOPMENT (LID) TECHNIQUES, AND PURSUE COMMITMENTS TO REDUCE STORMWATER RUNOFF VOLUMES AND PEAK FLOWS, TO INCREASE GROUNDWATER RECHARGE, AND TO INCREASE PRESERVATION OF UNDISTURBED AREAS.

Objective 3.1: By 20152025, the City shall amend the Land Development Code to eliminate impediments to LID techniques.

Policy 3.1.1: Integrate into the Land Development Code the source control concept that places a greater importance on managing smaller, cost-effective landscape features located on each lot rather than through costly pipe and pond stormwater management design.

Policy 3.1.2: Maintain or improve infiltration, frequency and volume of discharges, and groundwater recharge by placing greater emphasis on reducing pervious surfaces, functional grading, open channel sections, and increasing the use of bioretention/filtration landscape areas.

Policy 3.1.3: Integrate alternative stormwater management practices such as on-lot microstorage, functional landscaping, open drainage swales, reduced imperviousness, flatter grades, increased runoff travel time, and depression storage into a multifunctional site design.

Policy 3.1.4: Encourage integrated stormwater management practices (IMPs), which distribute stormwater in small portions of a lot or parcel, near the source of impacts.

Policy 3.1.5: Amend the Land Development Code and Construction Details to permit LID designs that can significantly reduce development costs by:

- Reducing impervious surfaces (roadways), curb, and gutters;
- Decreasing the use of storm drain piping, inlet structures; and
- Eliminating or decreasing the size of large stormwater ponds.

COMPREHENSIVE PLAN

CAPITAL IMPROVEMENTS ELEMENT

Policy Document

INTRODUCTION

Under the 1985 Growth Management Act, local governments are mandated to plan for the availability of public facilities and services to support development and the impacts of such development. The purpose of the Capital Improvements Element (CIE) and the Capital Improvements Schedule (Schedule) is to identify the capital improvements that are needed to implement the Comprehensive Plan and ensure that the adopted Level of Service (LOS) Standards are achieved and maintained for concurrency related facilities.

The 2005 Growth Management Act requires the Schedule to be financially feasible. As defined by Chapter 163.3164(32) F.S., in order for a Schedule to be financially feasible it must demonstrate that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5. These revenues must be adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted LOS standards are achieved and maintained within the period covered by the 5-year Schedule. The requirement that LOS standards be achieved and maintained does not apply if the proportionate-share process set forth in Chapter 163.3180(12) and (16), F.S., is used.

This Element, intended to demonstrate the financial feasibility of the City of Port Orange's Comprehensive Plan, commences in the fiscal year 207/18 and identifies potential projects for the initial five-year planning period. Individual Capital Improvement needs identified in this Element are, for the most part, those improvements which cost \$25,000 or more and are generally non-recurring purchase items. The capital improvements identified in the other Elements of this Comprehensive Plan are listed with a brief description in Table 1 along with their estimated cost, funding source, and projected year of expenditure. The improvements are listed by type of service, related to the various Elements of the Comprehensive Plan. As required by Section 9J-5.016, F.A.C., the Capital Improvements Element addresses existing and future capital improvements needed for at least the first five fiscal years after the adoption of the comprehensive plan. Therefore, Table 1 lists improvements identified for the years 2018-2023.

The capital improvements projects listed in Table 1 are not inclusive of all anticipated capital expenditures by the City during the designated time period. For the most part, the list of improvements has been limited to the capital projects required to meet or maintain adopted LOS standards or implement the Goals, Objectives, and Policies of the Comprehensive Plan. Improvements on a smaller scale (generally under \$25,000 in cost) are outlined in the City's five-year Capital Improvement Program and annual budget as they are needed over time.

CAPITAL IMPROVEMENTS ELEMENT

TABLE 3
SUMMARY OF CAPITAL IMPROVEMENTS

Facility Type	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Water	875,000	1,250,000	1,275,000	1,070,000	1,100,000	725,000	6,295,000
Sanitary Sewer	1,300,000	2,410,000	4,875,000	4,900,000	1,925,000	1,950,000	17,360,000
Water & Sewer	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Drainage	2,510,000	679,000	-	-	-	-	3,189,000
Transportation	862,000	3,409,000	1,190,000	814,000	1,643,000	4,350,000	12,268,000
Recreation	100,000	1,500,000	-	-	-	-	1,600,000
Total Capital Improvements	5,747,000	9,348,000	7,440,000	6,884,000	4,768,000	7,125,000	41,312,000

TABLE 4
SUMMARY SCHEDULE OF COMMITTED AND PLANNED FUNDS

Fund	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
Capital Projects (301)	804,000	885,000	228,000	99,000	225,000	-	2,241,000
General Capital Rplcmnt Fund (317)	100,000	260,000	-	-	-	-	360,000
Water/Sewer Operating (401)	550,000	1,450,000	1,450,000	1,400,000	1,200,000	1,200,000	7,250,000
Water/SewerR&R(403)	900,000	1,385,000	1,400,000	1,370,000	1,375,000	1,425,000	7,855,000
Water/Sewer Impact (405)	825,000	925,000	2,400,000	2,300,000	550,000	150,000	7,150,000
Drainage Cnstr/Oprtnng (412)	797,000	329,000	-	-	-	-	1,126,000
Proportionate Fair Share/Other/Grant	1,713,000	2,525,000	1,000,000	1,000,000	-	-	6,238,000
TPO Funds	58,000	389,000	962,000	495,000	900,000	-	2,804,000
Developer Fairshare Contr. (Planned)	-	1,200,000	-	220,000	518,000	4,350,000	6,288,000
Total Committed and Planned Funds	5,747,000	9,348,000	7,440,000	6,884,000	4,768,000	7,125,000	41,312,000

SOURCE (For Tables 3 and 4): City of Port Orange, Department of Finance, 2017

Table 5 identifies transportation improvements included in the first five years of the applicable Transportation Planning Organization's (TPO) adopted Transportation Improvement Program (TIP), to the extent that such improvements are relied upon to ensure concurrency and financial feasibility.

TABLE 5
VOLUSIA COUNTY TPO TRANSPORTATION IMPROVEMENT PLAN*

There are no concurrency-realited improvements in the 2017/18 – 2021/22 TPO TIP.

SOURCE: VCTPO TIP FY 2017/18-2021/22; City of Port Orange, Department of Community Development, 2017

Table 6 identifies public school facilities improvements included in the first five years of the 2016/17 – 2020/21 Volusia County School District Work Program.

TABLE 9
FACILITY SPECIFIC RULES FOR CONCURRENCY ASSESSMENT

TRANSPORTATION

Traffic impact analysis studies are required for development projects to determine the project impacts, maintain information on roadway conditions, and develop appropriate mobility mitigation strategies. Such studies must be consistent with the adopted Volusia County TPO Guidelines. The studies shall calculate the number of trips generated by the proposed development, show the distribution and assignment of the projected trips, and project the level of service of impacted road links. Traffic studies shall still be required for projects within the Town Center Transportation Concurrency Exception Area (TCEA) to provide a measure of the projects impacts and to maintain information on the roadway conditions within the TownCenter TCEA to develop, monitor, and adjust mobility strategies.

Prior to the issuance of a Certificate of Occupancy, all facility improvements necessary to accommodate the impacts of the development shall be in place or planned for construction within the first three years of the adopted FDOT Work Program, County Road Program, and/or City CIP. If the necessary facility improvements will not be in place or under construction within three years of the time of the development approval, the development's approval will be subject to the signing of an enforceable development agreement, such as a Concurrency and Fair-Share Agreement, as outlined in the City's Proportionate Fair Share Ordinance. Completed improvements may be required prior to the issuance of a building permit if deemed necessary for public safety purposes. Outside the boundaries of the Transportation Concurrency Exception Area, the City may grant *de minimus* exceptions up to a cumulative 10% degradation of the adopted peak-hour LOS standard volume, as long as the facility is not an evacuation route or part of the State's SIS.

SANITARY SEWER

The City's Land Development Code provides sanitary sewer use standards for residential development based on equivalent residential units and for non-residential development based on gross leasable area. The City may also require commercial and industrial developments to provide a description and estimate of wastewater generations for any commercial or industrial processes which create wastewater that will be discharged into the City's system.

Prior to the issuance of a Certificate of Occupancy, all facility improvements necessary to accommodate the impacts of that portion of the development receiving a Certificate of Occupancy shall be in place, as required by the Development Order.

POTABLE WATER

The City's Land Development Code provides potable water use standards for residential development based on equivalent residential units and for non-residential development based on gross leasable area. The City may also require commercial and industrial developments to provide a description and estimate of water use needs for any commercial or industrial processes involving potable water.

Prior to the issuance of a Certificate of Occupancy, groundwater or alternative water supplies and all facility improvements necessary to accommodate the impacts of that portion of the development receiving a Certificate of Occupancy shall be in place, as required by the Development Order and the City Consumptive Use Permit.

Policy 1.3.5: The City shall allocate the costs of new public facilities on the basis of the benefits received by existing and future residents.

Policy 1.3.6: The City shall identify and use stable revenue sources which are also responsive to growth for financing public facilities.

Policy 1.3.7: The City shall continue to strive for financial self-sufficiency in the provision of public facilities.

Policy 1.3.8: A capital improvement scheduled to be funded through grants and/or funding that requires a referendum will not be undertaken if the grants are not secured or the referendum is not passed; however, if the improvement is needed to maintain a LOS standard, then all new development will be required to contribute its fair share towards the improvement.

Policy 1.3.9: The City shall identify funding sources for the mobility strategies in the Town Center Transportation Concurrency Exception Area (TCEA) annually during the update to the Capital Improvements Plan. Mitigation shall be satisfied through a combination of physical infrastructure improvements, as listed in the Transportation Mobility Element, or payment of impact fees, and proportionate fair-share contributions, or other future identified sources.

Policy 1.3.10: The City may create a special assessment district to secure funding for TCEA strategies and identified improvements within the Port Orange Town Center Redevelopment District. The City shall amend the Capital Improvements Schedule annually to incorporate funding from the special assessment district for capital improvements to enhance mobility within the TCEA.

Policy 1.3.11: The City will pursue and secure funding from other revenue sources including, but not limited to:

- Florida Inland Navigation Department (FIND) grants
- Volusia County ECHO grants
- Community Development Block Grant (CDBG) funds
- Ponce de Leon Port District
- Special Assessment District
- Florida Department of ~~Community Affairs~~ Economic Opportunity (DCADEO)
- Florida Department of Transportation (FDOT)
- Volusia Transportation Planning Organization (TPO)
- Transportation impact fees
- Utility projects (drainage, water, wastewater)
- Parking credits
- Gas tax

Objective 1.4: The City will utilize a Concurrency Management System so that decisions regarding the issuance of development orders and permits will be based upon coordination of the development requirements included in this Plan, the land development regulations, and



STAFF REPORT

18-2 Large-Scale Comprehensive Plan Amendment/
CASE NO. 18-20000003

REQUEST:	Amend the Comprehensive Plan to remove references to 9J-5, update various policies, and add required policies regarding sea level rise.
APPLICANT:	City of Port Orange
STAFF CONTACT:	Penelope Cruz, Interim Planning Manager (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	April 26, 2018 (Recommended Approval)
CITY COUNCIL DATE:	May 15, 2018

INTRODUCTION

Administrative text changes are proposed to the City of Port Orange Comprehensive Plan (the Plan) based on changes to Florida Statutes since the City's Comprehensive Plan was last updated (2010). The following are the primary changes proposed to the Comprehensive Plan:

- Remove all references to Rule 9J-5 Florida Administrative Code, which has been repealed by the Florida Legislature in House Bill (HB) 7207. HB 7207 changed Chapter 163, Florida Statutes and eliminated Florida Administrative Code 9J-5. Rule 9J-5 provided specific direction to meet the statutory requirements of growth management laws and is referenced throughout the Plan. Text amendments are proposed for nearly every chapter of the Plan in order to remove any reference to Rule 9J-5.
- Update the dates associated with various policies, add text to indicate task has been completed, and minor text changes to address agency name changes.
- Add new sea level rise policies to eliminate inappropriate and unsafe development in the City's coastal areas when opportunity arises, as required by Senate Bill (SB) 1094. SB 1094 included sea level rise as one of the causes of flood risk that must be addressed in the "redevelopment principles, strategies, and engineering solutions" to reduce flood risk. Florida Statutes requires all cities with a Coastal Zone Management Element (CZME) to adopt policies related to sea level rise. The City's Plan had policies pertaining to sea level rise and reducing flood risks, but additional policies have been added to comply with SB 1094.

The primary changes to each chapter are identified in bulleted format below and the specific amendments, in strike-through/underline format, are attached for review.

PROPOSED AMENDMENTS

1. Chapter 1 - Future Land Use Element:
 - a. Remove references to repealed 9J-5 Florida Administrative Code in the Introduction, Policy 2.1.3, and Policy 3.6.5
 - b. Update agency names in the text of the Planned Community-Westside Future Land Use designation description and in Policy 1.3.4.
 - c. Update Policy 2.5.2 to clarify that the policy is an on-going effort
 - d. Update Objective 2.6 to clarify that the objective is an on-going effort
 - e. Update Objective 2.7 to clarify that the objective is an on-going effort
 - f. Update Objective 3.6 to clarify that the objective is an on-going effort
 - g. Update Policy 4.2.4 to remove the reference to State Housing Initiatives Partnership (SHIP) program funds (The City Council terminated the City's SHIP Program in January 2011.)
 - h. Update Goal 5 and subsequent policies delete a policy that has been addressed, clarify a policy is an on-going effort, and correct typographical errors.
2. Chapter 5 – Public School Facilities Element:
 - a. Delete Policy 2.1.3 that has been addressed and is no longer needed, and renumber the policies that follow.
 - b. Remove reference to a policy 2.1.4, that is being renumbered to 2.1.3 (see above).
3. Chapter 7 – Coastal Zone Management Element:
 - a. Remove references to repealed 9J-5 Florida Administrative Code in the Introduction
 - b. Update Policies 4.3.10, 4.3.11, 4.3.12, and add new Policies 4.3.14 through 4.3.16 regarding sea level rise as required by Section 163.3178, F.S.
 - c. Update Objective 4.4 to extend the timeframe regarding a Post Disaster Redevelopment Plan
4. Chapter 8 – Conservation Element:
 - a. Remove references to repealed 9J-5 Florida Administrative Code in the Introduction
 - b. Update Objective 3.1 to extend the timeframe regarding Low-Impact Development code amendments
5. Chapter 10 – Capital improvements Element:
 - a. Remove references to repealed 9J-5 Florida Administrative Code in the Introduction and Policy 1.4.3
 - b. Update agency names in Policy 1.3.11, Table 5 and Table 9.
 - c. Delete Policy 2.1.3 that has been addressed and is no longer needed

RECOMMENDATION

Staff recommends approval of the requested amendments to the City's Comprehensive Plan.

ATTACHMENTS

Exhibit A - Text Amendments to Comprehensive Plan (See Resolution Exhibit)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: No

SUBJECT: (H28) First Reading - Ordinance No. 2018-22 - Administrative Utility Billing Adjustments

DEPARTMENT: Finance

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to Approve Ordinance 2018-22 - Utility Billing, Delinquent Accounts and Adjustments

SUMMARY: Section 2-240 f(4) provides some leeway to the City Manager or designee to, "credit a customer's monthly utility account up to \$50.00 in any twelve-month period under," three circumstances. One being (subsection b), "The customer inadvertently transposes one or more numbers while making a payment resulting in a late payment."

However, in an instance when a customer pays the bill in advance and transposes the bank routing or number, there is no late fee, but rather a "service fee for dishonored check" assessed in accordance with Section 2-238

If Section 2-240 f(4.b) is amended to read, "The customer inadvertently transposes one or more numbers while making a payment," the City Manager or designee would also have the ability to waive the worthless check service fee.

This scenario recently occurred and staff was unable to provide a refund even though it appears the customer's returned payment was unintentional and the result of a transcription error only. The customer in question is otherwise in good standing and pays in full, on time and sometimes early.

Staff recommends this minor change, which should help provide better customer service.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No 2018-22 Sec 2-240 Administrative Utility Billing Adjustments	Ord. No 2018-22 Sec 2-240 Administrative Utility Billing Adjustments.pdf
2.	Sec. 2 238. Service fee for dishonored check	Sec. 2 238. Service fee for dishonored check

Alan Rosen
Tracey Riehm
Matthew Jones
Jake Johansson

Created/Initiated - 04/18/2018
Approved - 05/07/2018
Approved - 07/03/2018
Approved - 07/05/2018

ORDINANCE NO. 2018-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 2-240 OF THE CODE OF ORDINANCES RELATED TO ADMINISTRATIVE UTILITY BILLING ADJUSTMENTS FOR THE INADVERTENT TRANSPOSITION OF NUMBERS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, common errors such as the transposition of numbers in a utility bill payment occur from time to time; and

WHEREAS, authorizing the City Manager, or his designee, to make administrative adjustments to address these errors leads to greater efficiency for the City and better customer service; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text.

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

SECTION 1. Chapter 2, Article VI, Division I, Section 2-240 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended, in part, to read as follows:

Sec. 2-240. – Utility billing, delinquent accounts, liens and adjustments.

(a) – (e) [Remain Unchanged]

(f) *Utility billing adjustment credits.* Adjustment credits may be issued by the city pursuant to this subsection. Such credits shall be reviewed and approved by the finance director or his or her designee.

(1) – (3) [Remain Unchanged]

(4) *Administrative adjustment.* The city manager or his or her designee is authorized to credit a customer's monthly utility account up to \$50.00 in any twelve-month period under the following circumstances:

- a. The adjustment is warranted due to a billing error made by the city.
- b. The customer inadvertently transposes one or more numbers while making a payment ~~resulting in a late payment penalty.~~
- c. The customer inadvertently pays the previous month's statement balance resulting in a late payment penalty.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of the ordinance.

[REMAINDER OF PAGE LEFT BLANK]

SECTION 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

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

Sec. 2-238. - Service fee for dishonored check.

A service fee not to exceed the amount listed below or five percent of the face amount of a check, draft or order, whichever is greater, up to a maximum fee of \$60.00, is hereby imposed for the collection of a dishonored check, draft or other order for the payment of money to the city, a department, agency or activity of the city, or any city official. The amount of the service fee for each check, draft or order shall not exceed:

- (1) Twenty-five dollars, if the face value does not exceed \$50.00.
- (2) Thirty dollars, if the face value is more than \$50.00 but does not exceed \$300.00.
- (3) Forty dollars, if the face value is more than \$300.00.

(Code 1981, § 8-5; Ord. No. 1989-26, § 1, 9-5-89; Ord. No. 1991-32, § 1, 11-19-91; Ord. No. 1999-16, § 1, 5-25-99)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 07/17/2018

Consent item: No

SUBJECT: (H29) Setting Maximum Operating and Debt Millage Rate for Fiscal Year 2019

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the maximum operating millage of 4.9960 and maximum debt rate of 0.2923 for Fiscal Year 2019.

SUMMARY: The City is required to send our maximum millage rate to the Property Appraiser no later than Friday, August 3rd. Attached is the general fund budget discussion from the 7/12/18 Budget Workshop, a tally sheet for items remaining under consideration and the initial base budget request. Staff is working on revising revenue estimates and exploring potential funding alternatives for Council's consideration.

This meeting is the last scheduled meeting of City Council before the August 3rd deadline and without another special meeting, the maximum millage must be identified at this time. While State law does not require a resolution to set the maximum millage rate, it does require a majority vote.

The two public hearing dates for the tentative and final adoption of the FY19 Budget are scheduled for Wednesday, September 5th, 2018 and Wednesday, September 19, 2018 respectively.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Tally sheet from 7-12-18 workshop	Tally sheet from 7-12-18 workshop.xlsx
2.	GF Budget Presentation - July 2018 Final Revised	GF Budget Presentation - July 2018 Final Revised .pdf
3.	FY19 Base Budget Worksheets - RV and XP - General Fund Only - for CC Review - 7-12-18 Final	FY19 Base Budget Worksheets - RV and XP - General Fund Only - for CC Review - 7-12-18 Final.pdf

Robin Fenwick
Tracey Riehm
Jake Johansson
Robin Fenwick

Created/Initiated - 07/09/2018
Approved - 07/13/2018
New -

Department	Item/Project	Total	Millage
City-Wide	CIP-ADA Transition Plan & REC Remodel	710,000	0.2328
Police	Police Officer (3) (with gear and equipment)	237,024	0.0777
Police	Vehicles for Officers (3)	114,000	0.0374
Police	Evidence Supervisor (with computer)	53,003	0.0174
Police	Crime Analyst (with computer)	44,879	0.0147
Police	Police Lieutenant (Reclass from SGT and RPO)	0	
Police	Unmarked Vehicle for LT Reclass	29,000	0.0095
Fire	Upgrade of replacement Pumper to 105' Aerial Quint	0	
Fire	Furniture purchases for all stations		
Fire	Fire Inspector (with computer)		
Fire	Exercise Equipment		
Fire	Public Education Specialist (with computer)		
Fire	Administrative Assistant (with computer)		
Fire	Four (4) Line Firefighters (with gear and equipment)	347,771	0.1140
Fire	Fully Equipped Transport Apparatus (Used)	75,000	0.0246
Fire	Additional Overtime for Transport	82,000	0.0269
City-Wide	Market/Compression Concerns	75,000	0.0246
Administrative Services-IT	GIS Technician - start 4/1/19 (with computer)	16,061	0.0053
Parks-Amphitheater	Lighting for Amphitheater		
Parks & Rec	Custodian reclass pt to ft	16,305	0.0053
Parks Athletics	Babe Ruth- Baseball/Softball		
	OR		
	In-House End of Season Tournament		

Sum 0.5902

balance base budget 4.4058

Total base & a la carte 4.9960

Percent over rollback 18.71%

Rollback 4.2084

Notes

Approved, but determined to be budget neutral during meeting

Approved, but fund with fire impact fee

Est reduced from workshop-only approx. 50% impact on General Fund

Approved, but CM to identify funding



Proposed FY 2019 Budget General Fund Presentation

**Finance
July 12, 2018**



Purpose / Agenda

- **Purpose:** Provide information on Economics and Budget
- **Agenda:**
 - Economic and Comparative Analysis
 - Revenue and Expenditure Analysis
 - Strategic Goals
 - High Level Expenditure Requests

TODAY'S GOAL

PROVIDE INFORMATION IN ORDER TO DELIVER PRELIMINARY MILLAGE RATE TO PROPERTY APPRAISER NO LATER THAN AUGUST 4th



Purpose / Agenda



Once the preliminary millage rate is set...

It **CAN** be lowered

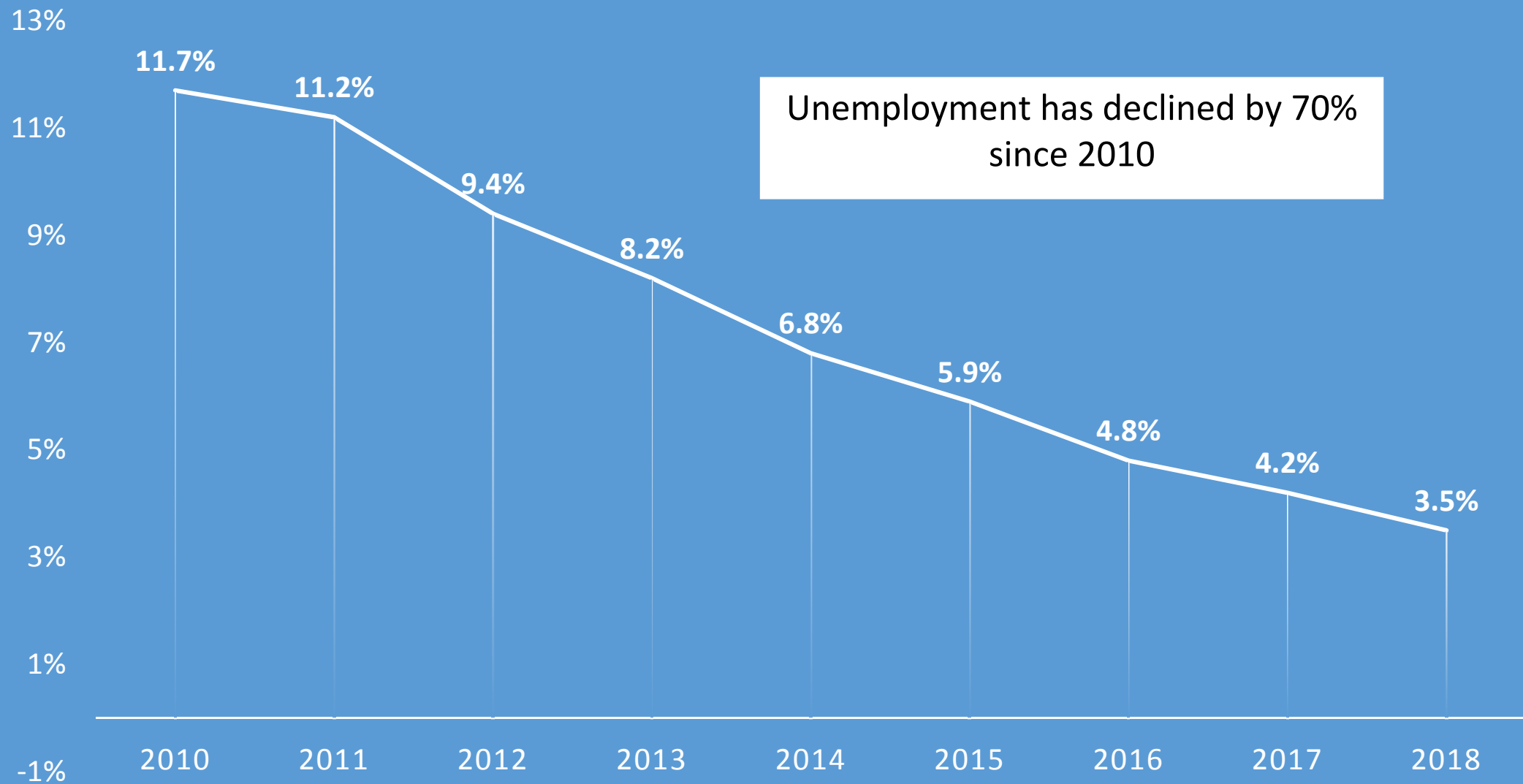


It **CANNOT** be raised

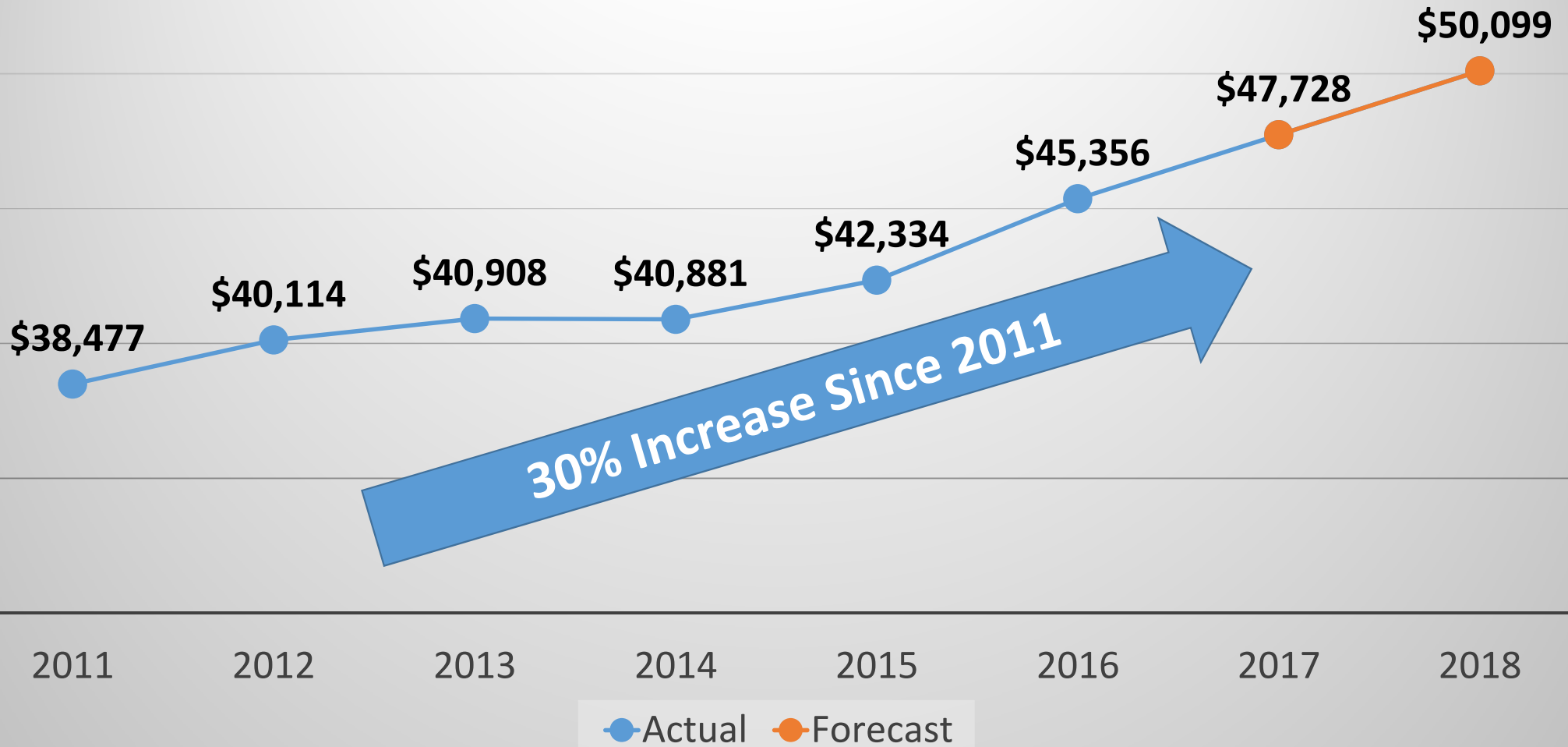


SET PRELIMINARY
RATE AT THE JULY
17TH MEETING

VOLUSIA COUNTY UNEMPLOYMENT (ANNUAL MAY NUMBERS)



Volusia County Median Household Income



US Economic Outlook for 2018 & Beyond



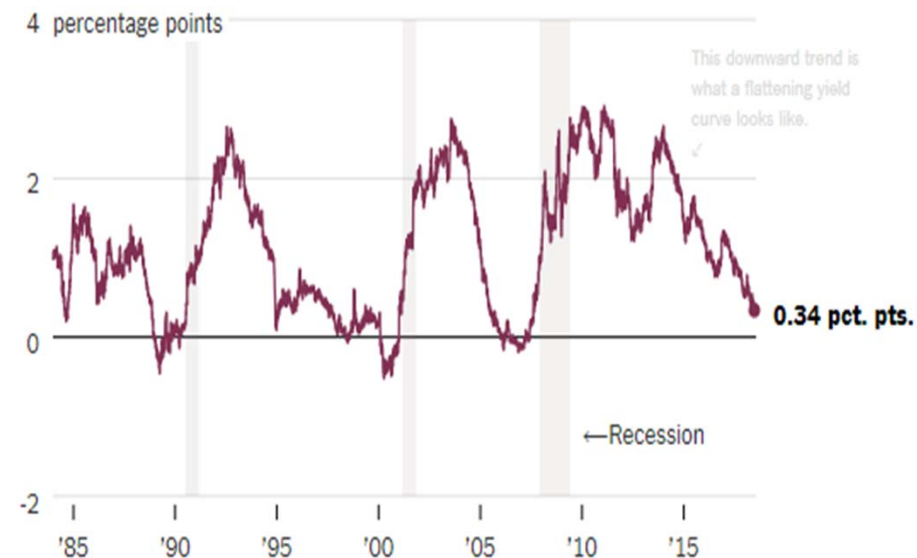
Fed Raises 2018 Outlook for US Economy

“The Federal Reserve raised its outlook on U.S. economic growth on Wednesday. The median real GDP forecast rose to 2.8 percent, up from 2.7 percent, for this year. There were no changes for 2019 and 2020, and the longer run median forecast remained 1.8 percent.”

- CNBC, June 13, 2018

What's the Yield Curve? 'A Powerful Signal of Recessions' Has Wall Street's Attention

“The so-called yield curve is perilously close to predicting a recession — something it has done before with surprising accuracy — and it's become a big topic on Wall Street... ‘In the current environment, I think it's a less reliable indicator than it has been in the past,’ said Matthew Luzzetti, a senior economist at Deutsche Bank. - New York Times, June 25, 2018



INFLATION

Silently Robbing You Of Purchasing Power Since 1913



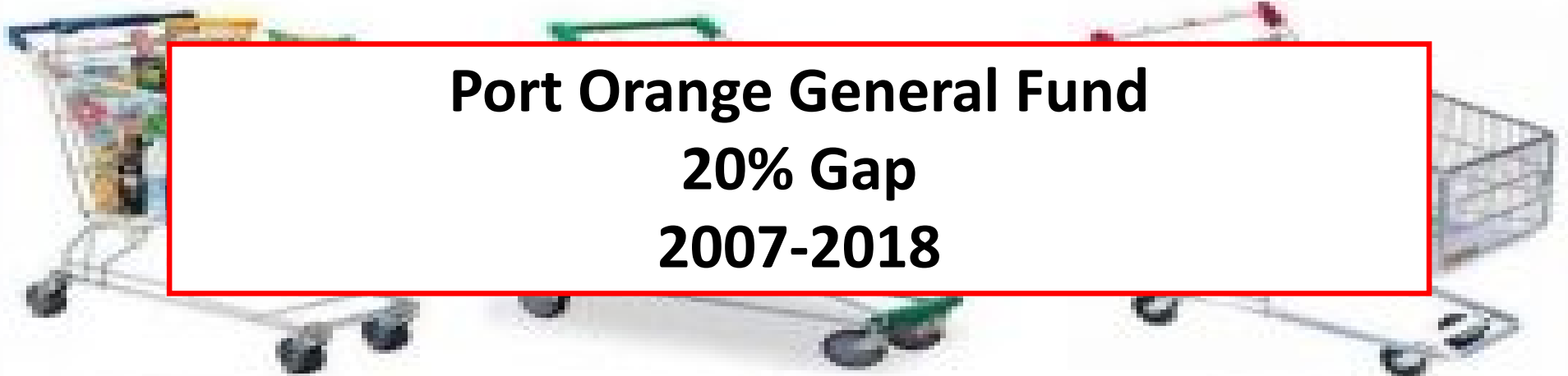
\$20.00



\$20.00



\$20.00



Port Orange General Fund

20% Gap

2007-2018

1998

2005

2014

Total Parcels

2018

2019

30,794

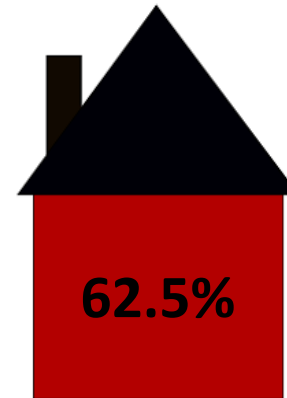
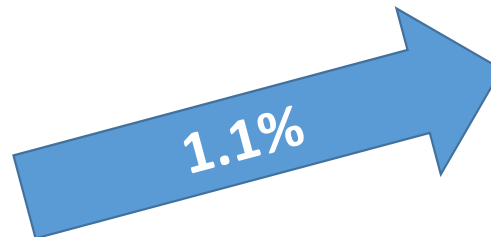
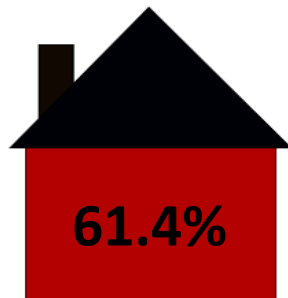
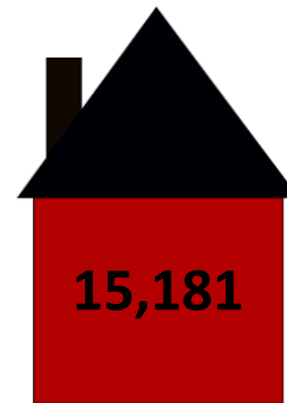
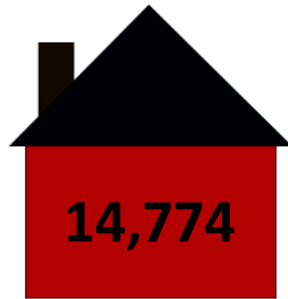
30,490



Homesteaded Properties

2018

2019



Maximum Increase in Taxable
Value of Homesteaded
Properties

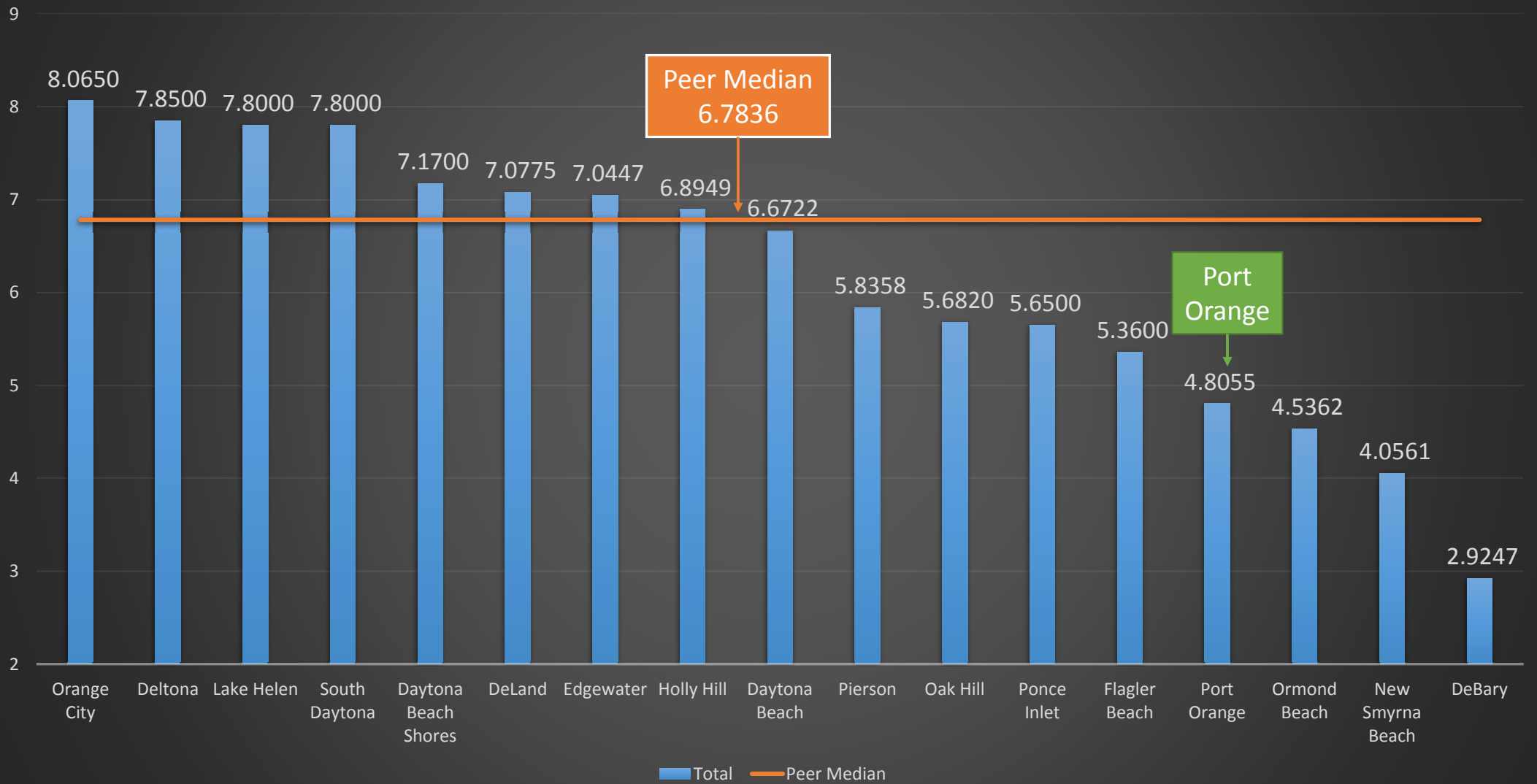
2.1%



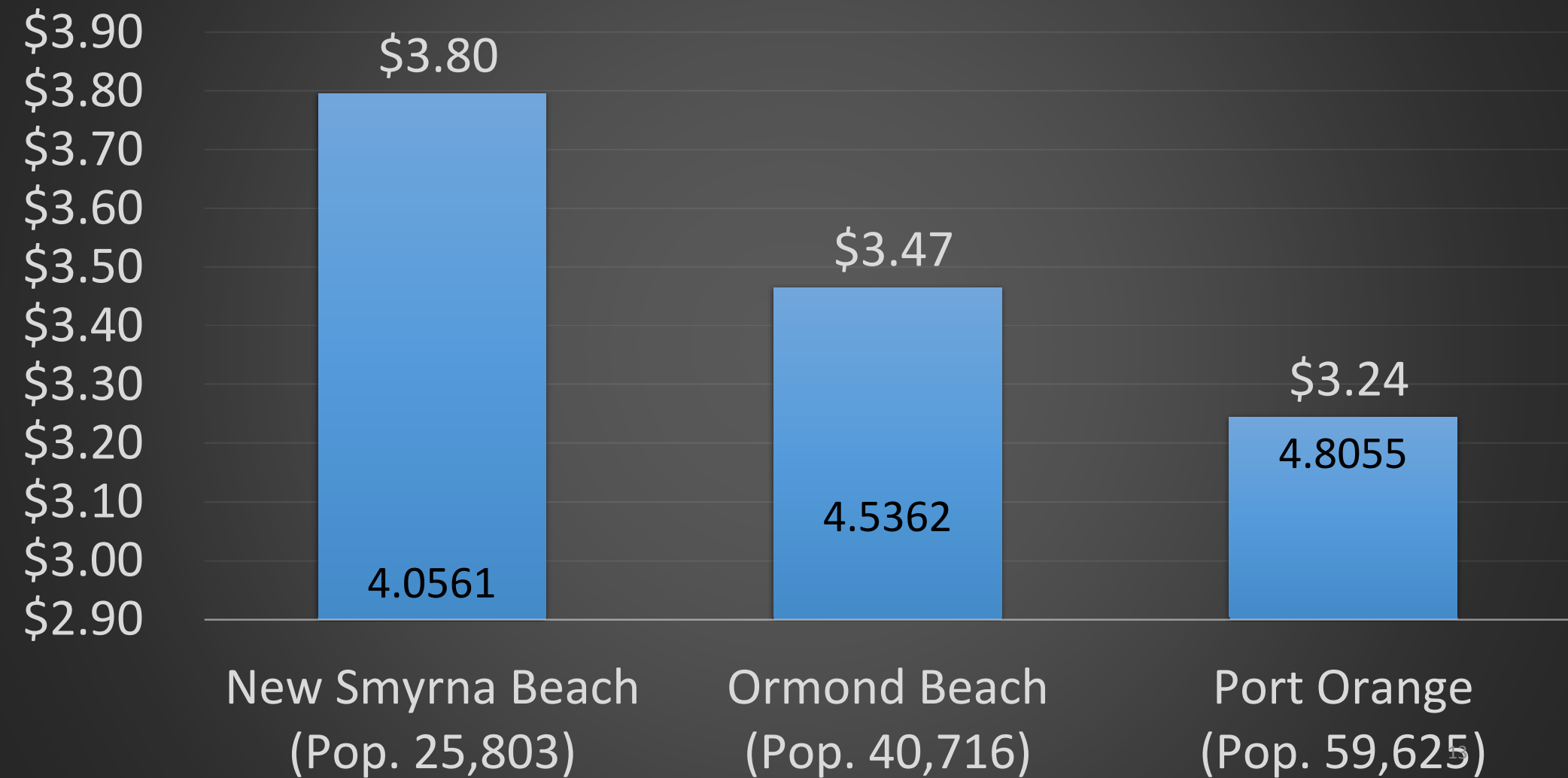
FY 19 Preliminary Residential Parcel Information by District

District	Total Residential Parcels	FY 19 Preliminary Median Just Value	FY 19 Preliminary Median Taxable Value	Parcels with \$0 Taxable Value
1	5,193	\$115,899	\$51,398	362
2	4,547	\$140,189	\$67,006	234
3	5,951	\$180,548	\$103,757	184
4	5,778	\$213,278	\$125,468	103
Total/Weighted Average	21,469	\$165,171	\$89,152	883

FY 2018 Millage Comparison (Debt and Operating)



Total Taxable Value July 1, 2018 (in Billions)





\$10 Million

2.7731



\$10 Million

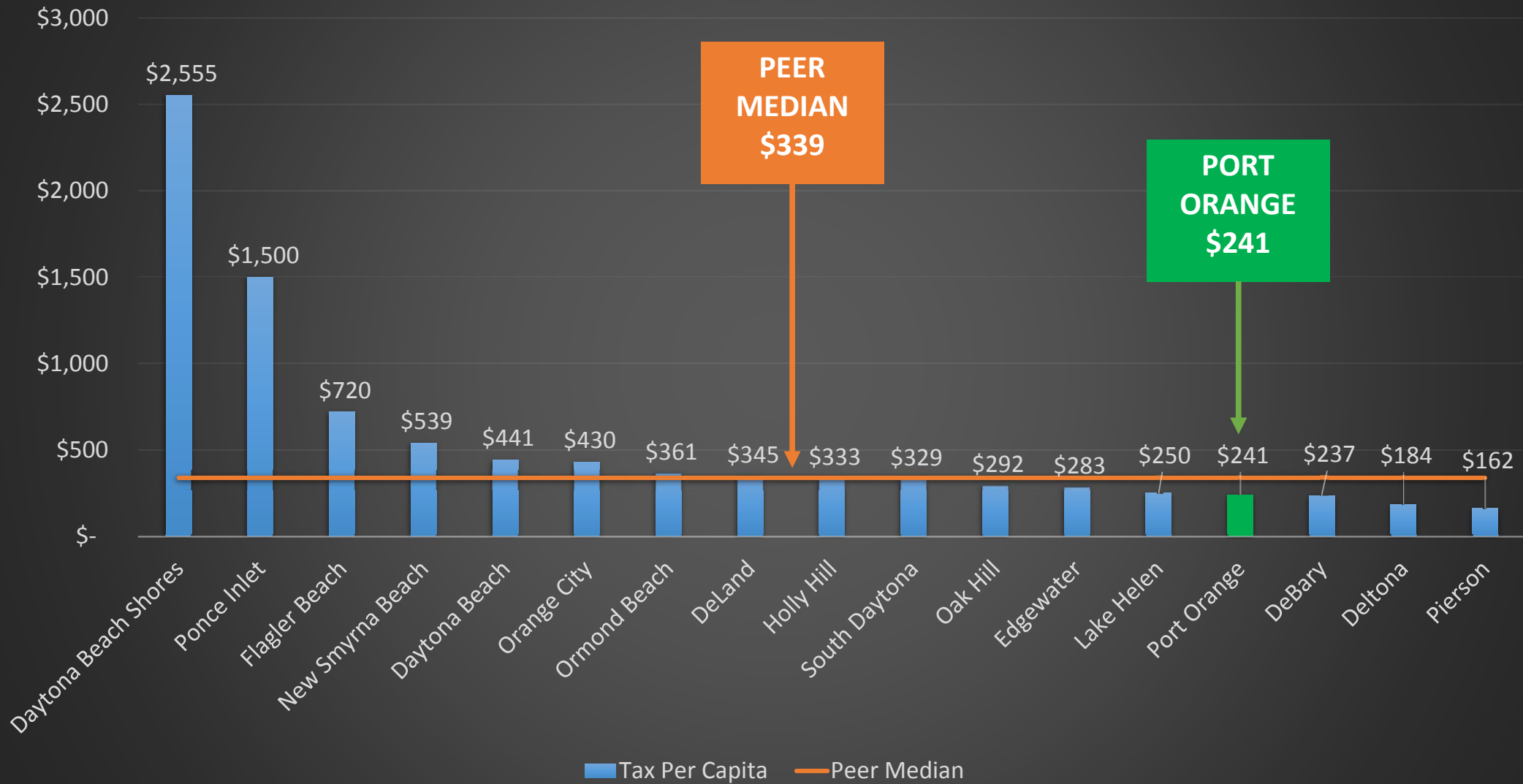
3.0375



\$10 Million

3.2441

FY 2018 Taxes Levied Per Capita (Debt and Operating)





\$539



\$361



\$241





General Fund Assumptions

General Fund Base Budget Assumptions:

Includes:

- 1 Police Officer
- 1 Custodian (Annex)
- Reorg Public Works/Public Utilities
- Raises:
 - All Union Raises
 - Civil Service Raise (3%)
 - City Manager Raise
 - City Attorney Raise



Doesn't Include:

- Use of Equity
- A La Carte Items

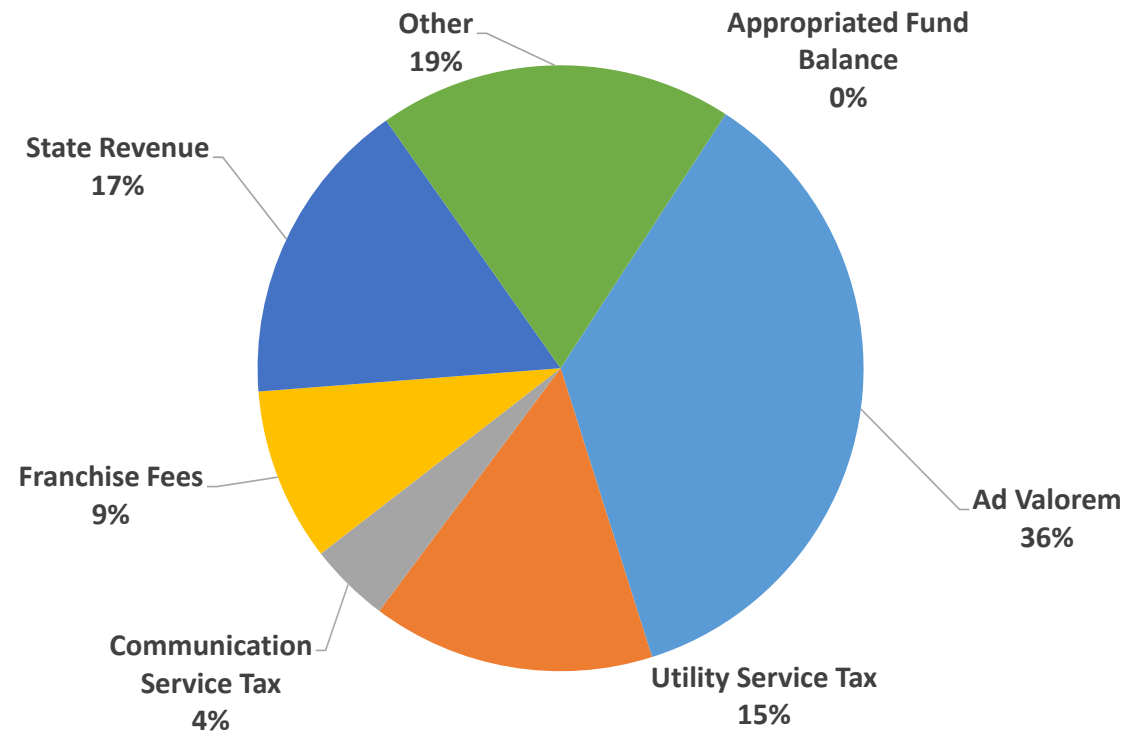


FY19 General Fund Revenues - Base Request

Revenues	FY16 Actuals	FY17 Actuals	FY18 Budget	FY19 Base	Change From FY18	% Change From FY18
Ad Valorem	10,751,729	11,665,559	12,616,660	13,692,827	1,076,167	8.53%
Utility Service Tax	5,270,749	5,332,884	5,374,218	5,748,479	374,261	6.96%
Communication Service Tax	1,784,375	1,656,402	1,618,112	1,643,092	24,980	1.54%
Franchise Fees	3,195,761	3,230,368	3,146,189	3,523,729	377,540	12.00%
State Revenue Sharing	5,315,339	5,571,556	5,951,834	6,269,337	317,503	5.33%
Other	8,559,049	8,458,778	6,150,425	7,209,712	1,059,287	17.22%
Hurricane - extraordinary	-	6,473,291	-	-	-	n/a
Subtotal:	34,877,002	42,388,838	34,857,438	38,087,176	3,229,738	9.27%
Appropriated Fund Balance	-	-	1,649,851	-	(1,649,851)	n/a
Total:	34,877,002	42,388,838	36,507,289	38,087,176	1,579,887	4.33%



FY 19 General Fund Revenues Base Request

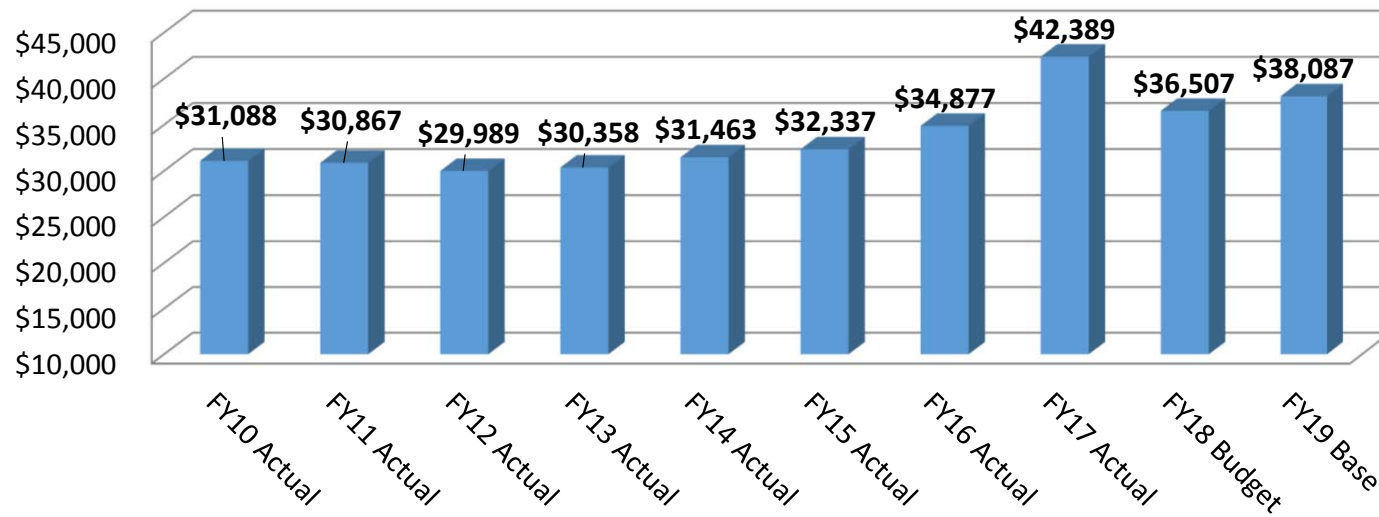


Total General Fund FY Base Revenue (as estimated) \$38,087,176



General Fund Revenues

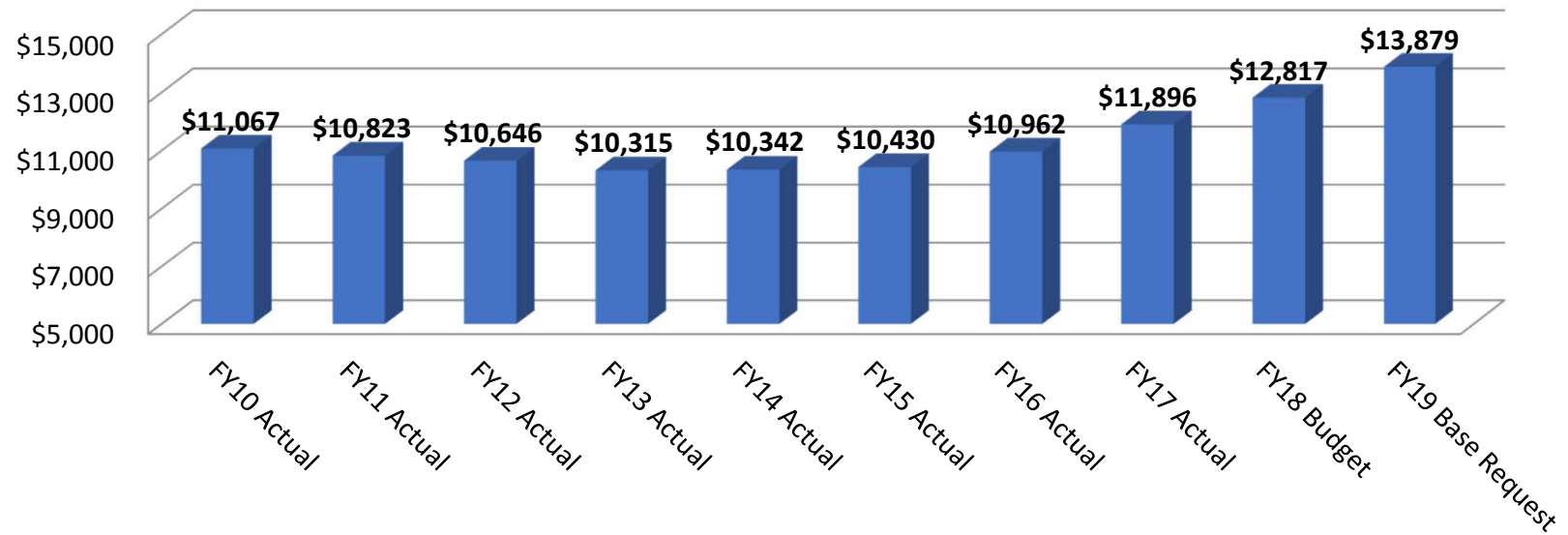
General Fund Revenue 10-Year History (In 1,000's of Dollars)





Tax Revenues

General Fund Property Tax Revenue 10-Year History (In 1,000's of Dollars)

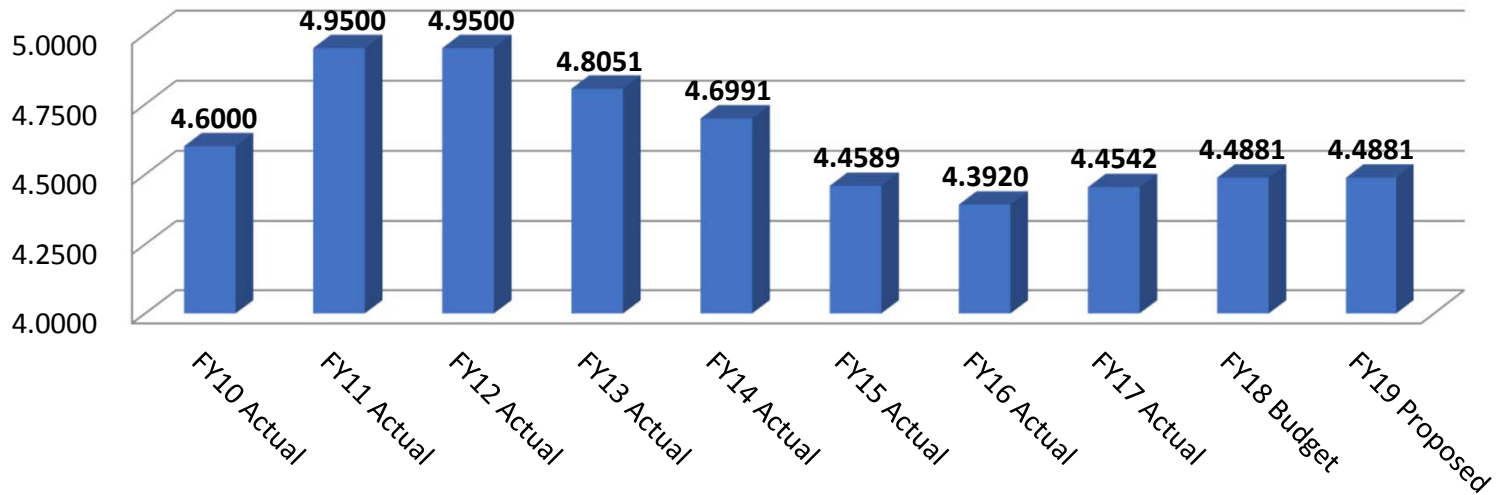


Includes delinquent tax payments



Millage Rates

City of Port Orange Millage Rates 10-Year History





General Fund Expenditures

General Fund Base Budget Assumptions:

Includes:

- 1 Police Officer
- 1 Custodian (Annex)
- Reorg Public Works/Public Utilities
- Raises:
 - All Union Raises
 - Civil Service Raise (3%)
 - City Manager Raise
 - City Attorney Raise



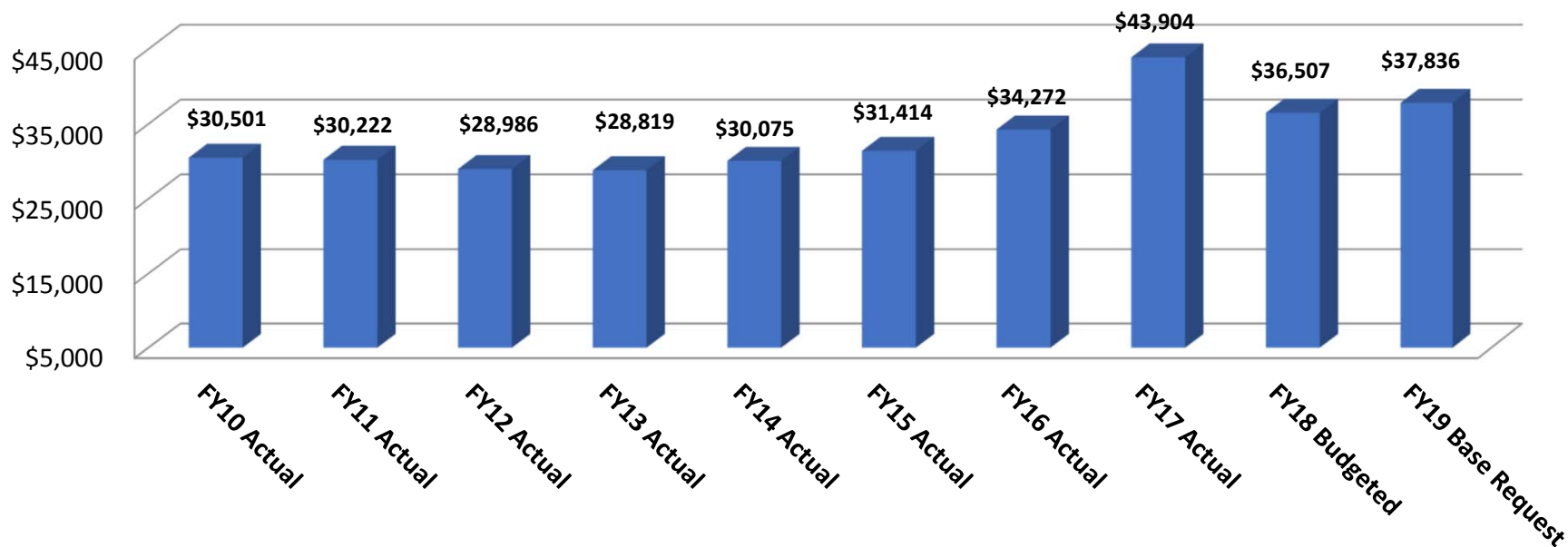
Doesn't Include:

- Use of Equity
- A La Carte Items



General Fund Expenditures

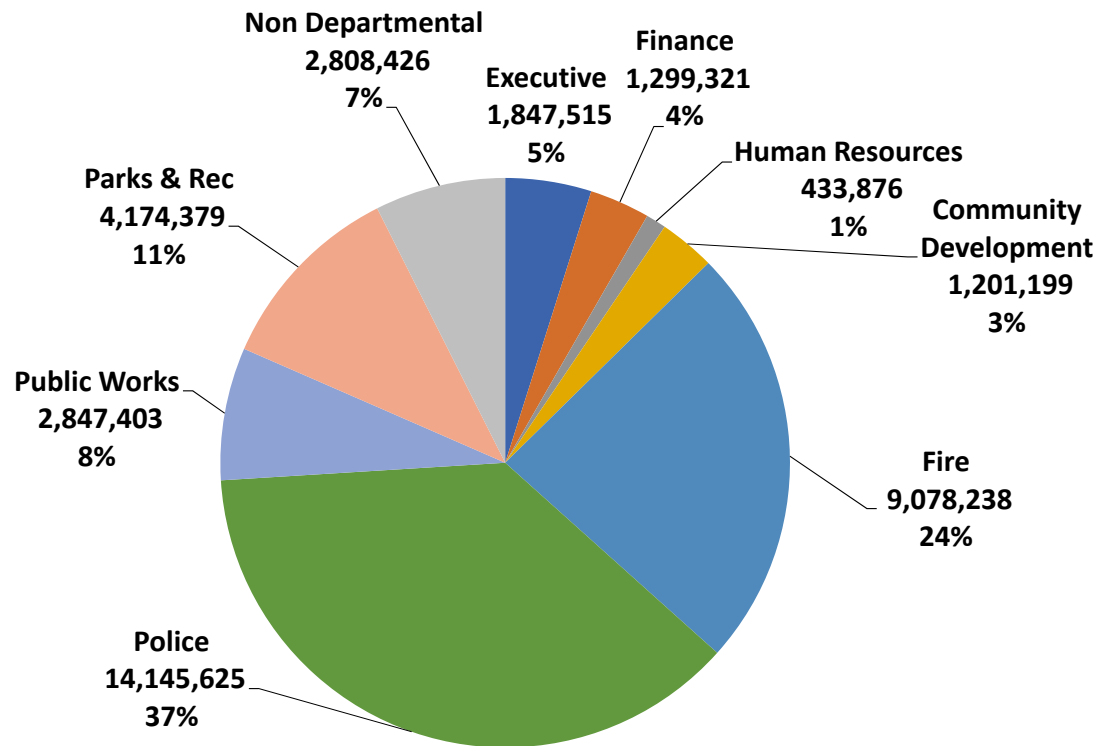
General Fund Expenditures 10-Year History (In 1,000's of Dollars)





General Fund Expenditures

FY19 Base Expenditures



Total Base Expenditures \$37,835,982



General Fund Expenditures

Expenditures	FY16 Actual	FY17 Actual	FY18 Budget	FY19 Base	Change From FY18	% Change From FY18
Non-Departmental	\$1,908,841	\$2,123,923	\$1,796,046	\$2,359,791	563,745	31%
Non Dep't Hurricane-extraordinary	0	7,662,786	0	0	0	n/a
Executive (Mayor/Council, CM, CC, CA)	1,696,516	1,699,687	1,806,037	1,847,515	41,478	2%
Finance	968,625	1,116,526	1,229,672	1,299,321	69,649	6%
Human Resources	338,285	354,649	421,018	433,876	12,858	3%
Community Development	1,388,548	1,477,660	1,701,437	1,201,199	(500,238)	-29%
Fire Rescue	8,267,874	8,377,336	8,605,876	9,078,238	472,362	5%
Police (incl Code Enforcement)	11,668,828	12,085,331	13,017,059	14,145,625	1,128,566	9%
Public Works	2,252,721	2,488,804	2,687,244	2,847,403	160,159	6%
Parks & Recreation	3,303,308	3,398,065	4,092,900	4,174,379	81,479	2%
Transfers Out	2,478,125	3,119,125	1,150,000	448,635	(701,365)	-61%
Total	\$34,271,671	\$43,903,892	\$36,507,289	\$37,835,982	\$1,328,693	
Beginning Fund Balance	16,944,214	17,551,560	16,036,279	14,386,428		
Forecast Ending Balance	17,551,560	16,036,279	14,386,428	14,386,428		
Ending Fund Balance as a % of Expenditures (less Transfers)	55%	39%	41%	38%		



FY 2017 – 2022 Strategic Goals

1. Public Safety
2. Infrastructure
3. Quality of Life
4. Economic Development
5. Fiscal Sustainability
6. Organizational Excellence



A La Carte: Under Consideration-Currently Unfunded

Department	Item/Project	Cost	Millage needed	Impact
City-Wide	CIP-ADA Transition Plan & REC Remodel	\$710,000	0.2328	Grant funding requirements
Department	Item/Project	Cost	Millage needed	Impact
Police	Police Officer (3) (with gear and equipment)	\$237,024	0.0777	Keep up with demand of services
Police	Vehicles for Officers (3)	\$114,000	0.0374	
Police	Evidence Supervisor (with computer)	\$53,003	0.0174	Increase digital evidence and supervision
Police	Crime Analyst (with computer)	\$44,879	0.0147	Improve response to crime patterns and trends
Police	Police Lieutenant (Reclass from SGT and RPO)	\$26,110	0.0086	Increase field supervision for patrol, traffic and code enforcement
Police	Unmarked Vehicle for LT Reclass	\$29,000	0.0095	



A La Carte: Under Consideration - Currently Unfunded

Department	Item/Project	Cost	Millage needed	Impact
Fire	Upgrade of replacement Pumper to 105' Aerial Quint	\$75,000	0.0246	Reduce ISO Score, Replace obsolete pumper
Fire	Furniture purchases for all stations	\$43,250	0.0142	Improve working conditions/employee health
Fire	Fire Inspector (with computer)	\$74,864	0.0245	Reduce community risk & ISO score
Fire	Exercise Equipment	\$7,000	0.0023	Improve working conditions/employee health
Fire	Public Education Specialist (with computer)	\$71,986	0.0236	Risk reduction & community outreach
Fire	Administrative Assistant (with computer)	\$42,057	0.0138	Increased staff support
Fire	Four (4) Line Firefighters (with gear and equipment)	\$347,771	0.1140	Reduce ISO Score & historical overtime reliance
Fire	Fully Equipped Transport Apparatus (Used)	\$75,000	0.0246	Reduce ISO Score, Increase service levels
Fire	Additional Overtime for Transport	\$82,000	0.0269	Reduce need for mandatory overtime



A La Carte: Under Consideration - Currently Unfunded

Department	Item/Project	Cost	Millage needed	Impact
City-Wide	Market/Compression Concerns	\$75,000	0.0246	Assists with the attraction and retention of personnel
Administrative Services-IT	GIS Technician - start 4/1/19 (with computer)	\$32,122	0.0105	Provides capacity and functionality as transitioning to modern technology (ERP)
Department	Item/Project	Cost	Millage needed	Impact
Parks-Amphitheater	Lighting for Amphitheater	\$29,000	0.0095	Facility Maintenance 18yr system
Parks & Rec	Custodian (Reclass PT to FT)	\$16,305	0.0053	Sustaining level of service
Parks Athletics	Babe Ruth- Baseball/Softball	\$12,594	0.0041	Level of service
	OR In-House End of Season Tournament	\$2,500	0.0008	



-Closing Remarks

-Comments/Questions?

FY19 Base
Revenue & Expense Budgets
General Fund 001

For City Council Review

7/12/18

FY19 General Fund Base Budget Summary as of 7-12-18

Item	FY19 Base
Total General Fund Revenue (at 4.4881 Mills)	\$ 38,087,176
Total General Fund Expense	37,835,982
Grand Total: Surplus/(Deficit):	\$ 251,194

FY19 Base Revenue Projections for General Fund as of 7-9-18

	(a)	(b)	(c)	(d)
Department (Division #)	FY18 Adopted	FY19 Base Projection	\$ Variance	% Variance
			(b) - (a)	(c) / (a)
Taxes - Advalorem	\$ 12,616,660	\$ 13,692,827	\$ 1,076,167	8.5%
Taxes - Utility Service Tax Electric	4,307,000	4,697,961	390,961	9.1%
Taxes - Utility Service Tax Water	954,897	933,232	(21,665)	-2.3%
Taxes - Communications Service Tax (CST)	1,618,112	1,643,092	24,980	1.5%
Taxes - FF & PD Premium Tax	-	748,718	748,718	n/a
Taxes - All Others	462,321	453,851	(8,470)	-1.8%
Fees and Permits - FPL Franchise Fee	3,124,948	3,504,988	380,040	12.2%
Fees and Permits - All Others	54,986	44,268	(10,718)	-19.5%
Inter Governmental - State Revenue Sharing	2,174,213	2,349,592	175,379	8.1%
Inter Governmental - 1/2 Cent Sales Tax	3,522,241	3,680,896	158,655	4.5%
Inter Governmental - All Others	342,772	341,869	(903)	-0.3%
Charges for Services - Admin Srvc Fees	1,671,647	1,918,872	247,225	14.8%
Charges for Services - All Others	1,247,732	1,312,446	64,714	5.2%
Fines & Forfeits	145,000	160,321	15,321	10.6%
Misc. Revenue	958,496	919,621	(38,875)	-4.1%
Non Revenues - PILOT Fees	1,656,413	1,684,622	28,209	1.7%
Subtotal:	\$ 34,857,438	\$ 38,087,176	\$ 3,229,738	9.3%
Non Revenues - Appropriated Fund Bal.	1,649,851	-	(1,649,851)	-100.0%
Grand Total:	\$ 36,507,289	\$ 38,087,176	\$ 1,579,887	4.3%

FY19 Base Request - General Fund Expense Budget by Department as of 07/09/18

Department (Division #)	(a)	(b)	(c)	(d)
	FY18 Adopted	FY19 Base Request	\$ Variance	% Variance
			(b) - (a)	(c) / (a)
Non-Departmental (1000)	\$ 2,946,046	\$ 2,808,426	\$ (137,620)	-4.7%
Operating	1,793,098	2,324,015	530,917	29.6%
Grants and Aid	35,590	35,776	186	0.5%
Transfers	1,150,000	448,635	(701,365)	-61.0%
Non-Op. (Budget Reduction)	(222,642)	-	222,642	-100.0%
Non-Op. (Contingency)	190,000	-	(190,000)	-100.0%
Mayor & Council (1100)	192,035	195,376	3,341	1.7%
Personnel	101,399	101,398	(1)	0.0%
Operating	90,636	93,878	3,242	3.6%
Grants and Aid	-	100	100	n/a
City Manager (CM) (1200)	639,720	598,037	(41,683)	-6.5%
Personnel	479,343	502,035	22,692	4.7%
Operating	137,546	76,002	(61,544)	-44.7%
Grants and Aid	-	-	-	n/a
Non-Op. (Contingency)	22,831	20,000	(2,831)	-12.4%
City Attorney (1300)	636,957	676,746	39,789	6.2%
Personnel	455,185	454,677	(508)	-0.1%
Operating	181,772	222,069	40,297	22.2%

FY19 Base Request - General Fund Expense Budget by Department as of 07/09/18

Department (Division #)	(a) FY18 Adopted	(b) FY19 Base Request	(c) \$ Variance	(d) % Variance
			(b) - (a)	(c) / (a)
City Clerk (1500)	337,325	377,356	40,031	11.9%
Personnel	203,566	204,944	1,378	0.7%
Operating	133,759	172,412	38,653	28.9%
Finance (1600)	1,229,672	1,299,321	69,649	5.7%
Personnel	1,101,636	1,151,102	49,466	4.5%
Operating	128,036	148,219	20,183	15.8%
Human Resources (1700)	421,018	433,876	12,858	3.1%
Personnel	284,196	295,474	11,278	4.0%
Operating	136,822	138,402	1,580	1.2%
CD - Planning (1900)	604,854	616,085	11,231	1.9%
Personnel	514,764	509,514	(5,250)	-1.0%
Operating	90,090	106,571	16,481	18.3%
Grants and Aid	-	-	-	n/a
CD - Code (1902)	488,024	-	(488,024)	-100.0%
Personnel	354,113	-	(354,113)	-100.0%
Operating	133,911	-	(133,911)	-100.0%
CD - Engr (1903)	608,559	585,114	(23,445)	-3.9%
Personnel	503,358	458,256	(45,102)	-9.0%
Operating	105,201	126,858	21,657	20.6%

FY19 Base Request - General Fund Expense Budget by Department as of 07/09/18

Department (Division #)	(a) FY18 Adopted	(b) FY19 Base Request	(c) \$ Variance	(d) % Variance
			(b) - (a)	(c) / (a)
Fire (3100)	8,605,876	9,078,238	472,362	5.5%
Personnel	7,061,414	7,405,780	344,366	4.9%
Operating	1,538,462	1,666,458	127,996	8.3%
Capital	6,000	6,000	-	0.0%
Police (3200) *	13,017,059	14,145,625	1,128,566	8.7%
*Police now includes Code Enforcement which was Dept. 1902				
Personnel	10,562,750	11,410,697	847,947	8.0%
Operating	2,387,309	2,696,928	309,619	13.0%
Capital	67,000	38,000	(29,000)	-43.3%
Public Works (4300)	2,687,244	2,847,403	160,159	6.0%
Personnel	994,234	1,017,143	22,909	2.3%
Operating	1,693,010	1,794,260	101,250	6.0%
Capital	-	36,000	36,000	n/a
Parks Maintenance (4400)	2,514,008	2,608,512	94,504	3.8%
Personnel	1,236,592	1,295,704	59,112	4.8%
Operating	1,240,416	1,302,808	62,392	5.0%
Capital	27,000	-	(27,000)	-100.0%
Non-Op. (Contingency)	10,000	10,000	-	0.0%

FY19 Base Request - General Fund Expense Budget by Department as of 07/09/18

Department (Division #)	(a) FY18 Adopted	(b) FY19 Base Request	(c) \$ Variance	(d) % Variance
			(b) - (a)	(c) / (a)
Recreation (51xx)	971,131	961,929	(9,202)	-0.9%
Personnel	716,093	714,251	(1,842)	-0.3%
Operating	255,038	247,678	(7,360)	-2.9%
Grants and Aid	-	-	-	n/a
Athletics (5200)	607,761	603,938	(3,823)	-0.6%
Personnel	399,380	407,715	8,335	2.1%
Operating	208,381	196,223	(12,158)	-5.8%
Capital	-	-	-	n/a
Grand Total:	36,507,289	37,835,982	1,328,693	3.6%

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 BASE REQ
GENERAL FUND							
001-0000-311.10-00	CURRENT AD VALOREM	10,751,729	11,665,559	12,616,660	12,616,660	12,797,970	13,692,827
	LEVEL 3 TEXT					TEXT AMT	
						13,328,288	
	ESTIMATED PROP VALUE 3,161,408,448 X						
	4.4881 MILLS PER 1,000 AT 95% = 13,479,281						
	LESS TAX INCREMENT FUNDS EASTPORT = 80,382						
	LESS TAX INCREMENT FUNDS TOWN CENTER = 70,612						
	REVENUES WILL BE UPDATED WHEN FINAL VALUE IS						
	RECEIVED JULY 1ST (TP 6/21/18)						

	REVISED CALCULATIONS FOR CERTIFIED VALUES					364,539	
	3,244,763,623 X 4.4881 MILS PER 1,000 AT 95%						
	= 13,834,682						
	LESS TAX INCREMENT FUNDS FOR EASTPORT = 81,857						
	LESS TAX INCREMENT FUNDS FOR TOWN CENTER = 59,999						
						13,692,827	
001-0000-311.20-00	DELINQUENT	210,516	230,454	200,000	200,000	60,179	186,451
	LEVEL 3 TEXT					TEXT AMT	
						186,451	
	ESTIMATED BASED ON HISTORICAL						
	(TP 6/21/18)					186,451	
001-0000-311.30-00	INTEREST DELINQ. TAXES	17,627	23,186	0	0	0	26,782
	LEVEL 3 TEXT					TEXT AMT	
						26,782	
	BASED ON AVERAGE % CHANGE OVER LAST 4 YEARS						
	(TP 6/21/18)					26,782	
001-0000-312.51-00	INSURANCE PREMIUM TAX FF	367,918	351,038	0	0	0	351,038
	LEVEL 3 TEXT					TEXT AMT	
						351,038	
	OFFSETTING EXPENSE RELATED TO THIS ITEM						
	(TP 6/21/18)					351,038	
001-0000-312.52-00	STATE POLICE RETIR CONTRB	373,343	397,680	0	0	0	397,680
	LEVEL 3 TEXT					TEXT AMT	
						397,680	
	OFFSETTING EXPENSE RELATED TO THIS ITEM						
	(TP 6/21/18)					397,680	
001-0000-314.10-00	ELECTRIC	4,209,725	4,255,511	4,307,000	4,307,000	2,931,931	4,697,961

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
	LEVEL 3					TEXT AMT	
						4,697,961	
						4,697,961	
001-0000-314.30-00	UTILITY SERVICE TAX WATER	943,160	951,314	954,897	954,897	646,867	933,232
	LEVEL 3					TEXT AMT	
						933,232	
						933,232	
001-0000-314.40-00	UTILITY SERVICE TAXES-GAS	117,864	126,059	112,321	112,321	91,866	117,286
	LEVEL 3					TEXT AMT	
						117,286	
						117,286	
001-0000-315.20-00	COMMUNICATIONS SERVICES	1,784,375	1,656,402	1,618,112	1,618,112	1,019,243	1,643,092
	LEVEL 3					TEXT AMT	
						1,643,092	
						1,643,092	
001-0000-316.10-00	CITY-OCCUPATION	148,250	120,151	150,000	150,000	43,528	123,332
	LEVEL 3					TEXT AMT	
						123,332	
						123,332	
001-0000-322.10-00	BUILDING	3,171,271 ⁰	3,207,131 ²⁰	3,124,948 ⁰	3,124,948 ⁰	1,791,424 ⁰	3,504,988 ⁰
001-0000-323.10-00	FPL FRANCHISE FEE						
	LEVEL 3					TEXT AMT	
						3,504,988	
						3,504,988	
001-0000-323.40-00	PEOPLES GAS FRANCHISE	20,670	19,187	16,835	16,835	13,597	13,738
	LEVEL 3					TEXT AMT	
						13,738	
						13,738	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
001-0000-323.75-00	RECYCLING	3,820	4,050	4,406	4,406	2,990	5,003
	LEVEL 3 TEXT BASED ON MODEL OF HISTORICAL DATA (TP 6/21/18)					TEXT AMT 5,003	5,003
001-0000-329.10-00	FEES & PERMITS	16,110	11,850	11,848	11,848	12,990	16,211
	LEVEL 3 TEXT BASED ON HISTORICAL TRENDS THAT GENERALLY 75% OF REVENUE HAS BEEN REC. BY MAY. (TP 6/21/18)					TEXT AMT 16,211	16,211
001-0000-329.10-08	ABANDONED PROP REG FEE	31,350	22,255	21,897	21,897	10,400	9,316
	LEVEL 3 TEXT BASED ON HISTORICAL TREND OF 74% REVENUE REC THROUGH MAY (TP 6/21/18)					TEXT AMT 9,316	9,316
001-0000-331.20-05	JAG-VARIOUS GRANTS	7,315	8,652	0	0	0	0
001-0000-331.51-16	HURRICANE MATTHEW	0	5,828,425	0	0	148,095	0
001-0000-331.56-01	BJA-BULLETPROOF VESTS	2,596-	14,812	0	0	0	0
001-0000-334.10-11	VOCA GRANT V8004	59,786	83,832	40,000	40,000	41,511	50,000
	LEVEL 3 TEXT WILL UPDATE WHEN GRANT AWARD IS FINALIZED (TP 6/21/18)					TEXT AMT 50,000	50,000
001-0000-334.20-00	PUBLIC SAFETY / EMS	0	0	0	12,000	1,925	0
001-0000-334.51-16	HURRICANE MATTHEW	0	644,866	0	0	20,207	0
001-0000-335.12-00	STATE REVENUE SHARING	1,907,919	2,065,484	2,174,213	2,174,213	1,508,179	2,349,592
	LEVEL 3 TEXT BASED ON HISTORICAL TRENDS WILL UPDATE IN JULY WHEN FINAL ESTIMATES ARE REC FROM THE STATE (TP 6/21/18)					TEXT AMT 2,349,592	2,349,592
001-0000-335.14-00	MOBILE HOME LICENSES	142,341	150,038	139,594	139,594	125,664	146,952
	LEVEL 3 TEXT BASED ON HISTORICAL TRENDS WILL UPDATE IN JULY WHEN FINAL ESTIMATES ARE REC					TEXT AMT 146,952	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
	FROM THE STATE (TP 6/21/18)						
						146,952	
001-0000-335.15-00	ALCOHOLIC BEV LIC	32,815	37,275	44,300	44,300	30,683	38,713
	LEVEL 3 TEXT BASED ON HISTORICAL TRENDS WILL UPDATE IN JULY WHEN FINAL ESTIMATES ARE REC FROM THE STATE (TP 6/21/18)					TEXT AMT 38,713	
						38,713	
001-0000-335.18-00	LOCAL GOVT 1/2[SALES TAX	3,116,961	3,266,628	3,522,241	3,522,241	2,035,396	3,680,896
	LEVEL 3 TEXT BASED ON HISTORICAL TRENDS WILL UPDATE IN JULY WHEN FINAL ESTIMATES ARE REC BY THE STATE (TP 6/21/18)					TEXT AMT 3,680,896	
						3,680,896	
001-0000-335.21-00	FIRE EDUCATION PAY	26,113	23,228	24,333	24,333	18,137	23,184
	LEVEL 3 TEXT BASED ON HISTORICAL TRENDS - WILL UPDATE WHEN EST RECEIVED FR THE STATE MID JULY (TP 6/21/18)					TEXT AMT 23,184	
						23,184	
001-0000-335.41-00	MTR FUEL TX REFUND	31,199	28,903	47,153	47,153	14,533	30,000
	LEVEL 3 TEXT BASED ON HISTORICAL TRENDS - WILL UPDATE WHEN EST RECEIVED FR STATE MID JULY (TP 6/21/18)					TEXT AMT 30,000	
						30,000	
001-0000-337.20-00	PUBLIC SAFETY	3,000	3,000	3,000	3,000	3,000	3,000
	LEVEL 3 TEXT MARINE UNIT ILA (TP 6/21/18)					TEXT AMT 3,000 3,000	
001-0000-338.20-00	COUNTY-OCCUPATION	54,991	53,754	44,392	44,392	11,985	50,020
	LEVEL 3 TEXT BASED ON HISTORICAL TREND (TP 6/21/18)					TEXT AMT 50,020 50,020	
001-0000-341.17-00	APPLICATION REVIEW FEES	534,076	452,023	361,134	361,134	285,511	425,000
	LEVEL TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
	3	BASED ON HISTORICAL TREND (TP 6/21/18)				425,000	
						425,000	
001-0000-341.17-99	CONTRA-RV-COUNCIL WAIVERS	0	0	20,000-	0	0	0
001-0000-341.18-00	INSPECTION FEES	0	0	0	0	600	0
001-0000-341.31-00	ENGINEERING REVIEW FEE	9,200	5,313	4,355	4,355	5,750	7,773
	LEVEL 3	TEXT BASED ON HISTORICAL TREND (TP 6/21/18)				TEXT AMT	
						7,773	
						7,773	
001-0000-341.39-00	ADMIN SERVICE FEES	1,375,354	1,618,280	1,671,647	1,671,647	1,253,735	1,918,872
	LEVEL 3	TEXT UPDATED FOR FY19				TEXT AMT	
						414,148	
						61,451	
						894,355	
						120,315	
						138,046	
						111,798	
						92,489	
						67,970	
						1,000	
						2,800	
						12,000	
						2,500	
						1,918,872	
001-0000-341.42-00	CLERK'S RECORDING FEES	4,657	5,360	2,759	2,759	3,430	7,702
	LEVEL 3	TEXT DEPENDENT ON PROJECTS & CUSTOMER SERVICE LIENS (TP 6/21/18)				TEXT AMT	
						7,702	
						7,702	
001-0000-342.20-00	SPECIAL FIRE SER	50,000	50,000	50,000	50,000	50,000	50,000
	LEVEL 3	TEXT CONTRACT WITH VOLUSIA COUNTY (TP 6/21/18)				TEXT AMT	
						50,000	
						50,000	
001-0000-342.31-00	FIRE CPR/EMS FEES	3,836	10,978	10,000	10,000	17,396	21,190
	LEVEL 3	TEXT BASED ON HISTORICAL TRENDS				TEXT AMT	
						21,190	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 BASE REQ
	(TP 6/21/18)						
						21,190	
001-0000-342.80-00	SPECIAL STREET SER	59,982	82,656	65,577	65,577	39,955	65,000
	LEVEL 3 TEXT HIGHWAY MAINT MOA DATED 3/6/17, 3-YR TERM CONSERVATIVE ESTIMATE (TP 6/21/18)					TEXT AMT 65,000	
						65,000	
001-0000-342.82-00	OTHER FIRE SERVICES	1,175	1,200	1,106	1,106	600	444
	LEVEL 3 TEXT BASED ON HISTORICAL TREND (TP 6/21/18)					TEXT AMT 444	
						444	
001-0000-342.83-00	ANNUAL FIRE INSPECTIONS	6,884	6,639	6,631	6,631	6,413	6,368
	LEVEL 3 TEXT BASED ON HISTORICAL TRENDS (TP 6/21/18)					TEXT AMT 6,368	
						6,368	
001-0000-342.84-00	BLDG PLANS REVIEW FIRE	6,475	15,990	10,000	10,000	6,725	7,857
	LEVEL 3 TEXT BASED ON HISTORICAL TRENDS-(TP 6/21/18)					TEXT AMT 7,857	
						7,857	
001-0000-342.85-00	FIRE PERMITS	0	0	0	0	700	0
001-0000-342.86-00	FIRE HYDRANT FLOW TESTS	450	1,275	549	549	675	632
	LEVEL 3 TEXT BASED ON HISTORICAL TRENDS (TP 6/21/18)					TEXT AMT 632	
						632	
001-0000-343.66-00	SERVICE CHARGE/ LATE FEE	17,612-	43,185	30,000	30,000	118,099-	36,524
	LEVEL 3 TEXT BASED ON HISTORICAL TREND (TP 6/21/18)					TEXT AMT 36,524	
						36,524	
001-0000-344.90-00	OTHER TRANS. REVENUE	143,513	160,140	164,932	164,932	164,825	164,932
	LEVEL TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 BASE REQ
3	FDOT TRAFFIC SIGNAL MAINTENANCE FY17						29,243
	FDOT STATE HIGHWAY LIGHTING MAINTENANCE FY17						120,757

	INCREASE FOR FY18 - FDOT TRAFFIC SIGNAL MAINT						13,589
	INCREASE FOR FY18 - FDOT ST HWY LIGHTING MAINT						1,343

	(TP 6/21/18) WILL NEED TO UPDATE WHEN INFO AVAIL						
							164,932
001-0000-347.54-00	OTHER RECREATION REV.	26,153	19,865	20,835	20,835	13,696	28,263
LEVEL 3	TEXT BASED ON HISTORICAL TRENDS (TP 6/21/18)					TEXT AMT	28,263
							28,263
001-0000-347.55-00	ART SHOW REVENUE	0	17,025	0	0	0	0
001-0000-347.56-00	SUMMER RECREATION FEES	118,512	103,614	136,428	136,428	107,275	119,610
LEVEL 3	TEXT BASED ON HISTORICAL TREND WILL UPDATE BASED ON CURRENT YEAR REG (TP 6/21/18)					TEXT AMT	119,610
							119,610
001-0000-347.59-00	RENTAL	110,918	102,652	109,399	109,399	87,810	128,759
LEVEL 3	TEXT BASED ON HISTORICAL TRENDS (TP 6/21/18)					TEXT AMT	128,759
							128,759
001-0000-347.61-00	ATHLETIC REGISTRATION	214,695	204,519	222,000	225,000	136,171	212,387
LEVEL 3	TEXT BASED ON HISTORICAL TREND (TP 6/21/18)					TEXT AMT	212,387
							212,387
001-0000-347.62-00	SPONSOR FEES	38,168	32,591	31,027	31,027	25,028	30,005
LEVEL 3	TEXT BASED ON HISTORICAL TREND (TP 6/21/18)					TEXT AMT	30,005
							30,005
001-0000-347.62-50	P0150 / FOUNDERS DAY	0	8,141	29,000	17,859	17,859	0
001-0000-347.69-00	BABE RUTH DISTRICTS	0	7,000	3,000	0	0	0
001-0000-349.18-00	MISC RECORDING (N JOURNAL	10,047	10,273	9,000	9,000	2,664	0
001-0000-351.10-00	FINES AND COURT CASES	112,152	99,060	90,000	90,000	71,198	88,522

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 BASE REQ
		LEVEL 3	TEXT BASED ON HISTORICAL TREND (TP 6/21/18)			TEXT AMT 88,522 88,522	
001-0000-354.10-00	CODE ENFORCEMENT FINES	437,093	184,219	45,000	45,000	174,652	45,000
		LEVEL 3	TEXT FLAT FY 19 BUDGET ***OFFSET BY BAD DEBT RESERVE IN 66-05*** (TP 6/21/18)			TEXT AMT 45,000 45,000	
001-0000-354.20-01	PARKING VIOLATIONS	3,130	19,067	5,000	5,000	10,813	20,000
		LEVEL 3	TEXT BASED ON HISTORICAL DATA (TP 6/21/18)			TEXT AMT 20,000 20,000	
001-0000-354.20-02	ANIMAL CITATIONS	2,683	4,281	3,000	3,000	3,382	4,812
		LEVEL 3	TEXT BASED ON HISTORICAL TRENDS (TP 6/21/18)			TEXT AMT 4,812 4,812	
001-0000-354.66-05	BAD DEBT RESERVE	327,154-	275,252-	0	0	153,784-	0
		LEVEL 3	TEXT *** BAD DEBT RESERVE OFFSETS THE REVENUE IN 001-0000-354-10-00*** (06-21-18 TP)			TEXT AMT	
001-0000-359.10-01	INVESTIGATIVE RESTITUTION	2,100	2,154	2,000	2,000	1,484	1,987
		LEVEL 3	TEXT BASED ON HISTORICAL DATA (TP 6/21/18)			TEXT AMT 1,987 1,987	
001-0000-361.10-00	INTEREST EARNINGS-INVESTM	78,227	45,775	75,000	75,000	22,295	41,483
		LEVEL 3	TEXT ESTIMATED BASED ON HISTORICAL DATA AND YTD (TP 6/21/18)			TEXT AMT 41,483 41,483	
001-0000-361.15-00	INTERNAL INTEREST EARNING	880	6,770	6,770	6,770	0	6,770
		LEVEL	TEXT			TEXT AMT	

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
3	INTERNAL LOANS INTEREST (TP 6/21/18)						6,770 6,770
001-0000-362.00-00	RENTS & ROYALTIES	1,200	1,200	1,200	1,200	6,000	11,400
	LEVEL 3 TEXT					TEXT AMT	
	RON DESANTIS LOCAL OFFICE RENTAL @ \$100 PER MONTH					1,200	
	3900 HALIFAX DRIVE RENTAL @ \$850 PER MONTH					10,200	
	(TP 6/21/18)						11,400
001-0000-362.10-00	PALMER LAND LEASE	80,000	80,000	81,000	81,000	81,000	81,000
	LEVEL 3 TEXT					TEXT AMT	
	PER CONTRACT (TP 6/21/18)					81,000	
	CONTRACT REMAINS AT \$81,000 THOUGH FY 2021						81,000
001-0000-362.11-00	PALMER STORAGE LEASE	8,400	4,200	0	0	0	0
001-0000-362.12-00	PALMER RENT AGC	438,796	445,629	452,461	452,461	339,346	449,748
	LEVEL 3 TEXT					TEXT AMT	
	PALMER RENT OCT-18 THROUGH SEP-19 (NT 6/28/18)					449,748	

	PALMER RENT OCT-18 THROUGH MAR-19						
	\$40,331/MONTH - PALMER RENT						
	(2832) MONTHLY CREDIT OCT-18 THROUGH MAR-19						
	\$37,499 MONTHLY RENT OCT-18 THROUGH MAR-19						

	PALMER RENT APR-19 THROUGH SEP-19						
	\$40,331/MONTH - PALMER RENT						
	(2872) MONTHLY CREDIT APR-19 THROUGH SEP-19						
	\$37,459 MONTHLY RENT APR-19 THROUGH SEP-19						
	*****						449,748
001-0000-362.20-00	YMCA RENTAL	101,250	135,000	0	0	0	0
001-0000-362.30-00	COUNCIL ON AGING	1,500	1,500	1,500	1,500	1,125	1,500
001-0000-362.40-00	VERIZON	27,376	27,376	27,376	27,376	27,376	27,376
	LEVEL 3 TEXT					TEXT AMT	
	PER CONTRACT THROUGH 2025 (TP 6/21/18)					27,376	
						27,376	
001-0000-362.60-00	AT&T RENTAL	34,688	36,423	30,000	30,000	24,145	32,184
	LEVEL 3 TEXT					TEXT AMT	
	PER CONTRACT THROUGH 2021					32,184	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
BASE RENT - \$2,500/MO = \$30,000 PER YEAR PROCEEDS FROM SUB-LEASES-\$182/MO = 2,184 PER YEAR (06-28-18 NT)							
						32,184	
001-0000-364.23-00	SALE OF LAND	1,403,203	1,000,000	0	0	0	0
001-0000-365.10-00	SCRAP SALES	0	1,247	0	0	3,868	0
001-0000-366.45-00	TREE PLANTING	0	350	0	0	0	0
001-0000-366.75-00	VETERANS PARK DONATIONS	350	350	0	0	600	0
001-0000-366.81-00	DONATIONS FOR FIRE SVC	0	300	0	4,000	4,125	0
001-0000-366.90-00	PRIVATE DONATIONS	0	193	0	0	0	0
001-0000-367.01-00	TREE MITIGATION	0	8,838	0	0	1,018	0
001-0000-367.10-00	LICENSES	3,982	3,234	3,000	3,000	3,274	4,113
LEVEL 3	TEXT BASED ON HISTORICAL TREND (TP 6/21/18)					TEXT AMT 4,113	
						4,113	
001-0000-369.36-00	ICMA FORFEITURES	0	201,707	0	0	28,672	0
001-0000-369.90-00	MISC REVENUE	85,792	66,343	30,000	30,000	23,922	43,203
LEVEL 3	TEXT BASED ON HISTORICAL TREND (TP 6/21/18)					TEXT AMT 43,203	
						43,203	
001-0000-369.90-02	CASH OVER/SHORT	119	0	0	0	14-	0
001-0000-369.90-06	ADMIN FEES (Garnishments)	0	64	0	0	281	0
001-0000-369.90-07	POG TV	506	1	0	0	0	0
001-0000-369.90-15	LIEN SEARCH	55,754	48,014	23,000	23,000	14,075	16,583
LEVEL 3	TEXT ESTIMATE BASED ON HISTORICAL DATA AND CONTRACT WITH OUTSIDE VENDOR (TP 6/21/18)					TEXT AMT 16,583	
						16,583	
001-0000-369.91-00	MISC REVENUE POLICE	107,075	117,486	120,000	120,000	77,718	95,202
LEVEL 3	TEXT BASED ON HISTORICAL TREND (TP 6/21/18)					TEXT AMT 95,202 95,202	
001-0000-369.91-10	WRECKER/TOWING CNT REVENU	100,250	105,092	107,189	107,189	64,746-	109,059
LEVEL 3	TEXT BASED ON CURRENT CONTRACT *****					TEXT AMT	

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BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
**	GENERAL FUND	34,877,002	42,388,838	36,507,289	43,835,706	28,088,161	38,087,176
***	GENERAL FUND	34,877,002	42,388,838	36,507,289	43,835,706	28,088,161	38,087,176
****	GENERAL FUND	34,877,002	42,388,838	36,507,289	43,835,706	28,088,161	38,087,176
		34,877,002	42,388,838	36,507,289	43,835,706	28,088,161	38,087,176

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 BASE REQ
001-1000-519.23-00	HEALTH INSURANCE	0	56,208	0	0	0	0
* PERSONNEL SERVICES		0	56,208	0	0	0	0
001-1000-519.31-13	OTHER PROF. SERVICES	54,705	60,237	65,500	72,000	42,033	72,000
	LEVEL 3 TEXT					TEXT AMT	
	*GOVERNMENTAL CONSULTING					42,000	
	*OPEB UPDATED EVERY 2 YEARS (LAST DONE IN FY18, DUE IN FY20)						
	*OTHER MISC PROFESSIONAL SERVICES					30,000	
						72,000	
001-1000-519.31-63	PROJECT PROFESSIONAL SRVC	0	7,245,421	0	58,000	12,148	0
001-1000-519.31-65	PROJ PROF SRVC	0	417,365	0	5,232,640	4,982,607	0
001-1000-519.34-14	CONTRACT SERVICES OTHER	0	6,800	2,500	2,750	2,750	3,250
	LEVEL 3 TEXT					TEXT AMT	
	DISCLOSURE/DISSEMINATION SERVICES WITH DIGITAL ASSURANCE CERTIFICATION LLC (DAC) (THIS SERVICE STARTED IN FY17)					2,500	

	MATERIAL EVENT FILINGS BY DAC ESTIMATING 3 AT \$250/EACH FOR FY19						750

							3,250
001-1000-519.40-10	EMPLOYEE TRAINING	13,828	8,574	25,000	25,000	7,461	34,600
	LEVEL 3 TEXT					TEXT AMT	
	*HR-CITYWIDE TRAINING (EDUCATIONAL REIMBURSEMENT)					25,000	

	*CITY MANAGER DIRECTED TRAINING - CITY WIDE					9,600	

							34,600
001-1000-519.44-13	FLEET FINANCING	1,202	601	0	0	0	0
001-1000-519.49-19	LICENSES, TAXES & FEES	10,090	6,565	3,000	3,000	635	1,000
	LEVEL 3 TEXT					TEXT AMT	
	OTHER TAXES, LICENSES, & FEES					1,000	
						1,000	
001-1000-519.49-20	EQUIP & OTHER NON-CAPITAL	0	0	0	3,500	2,738	0
001-1000-519.49-61	DATA PROCESSING 501	674,842	892,151	933,850	933,850	700,387	1,088,917
	LEVEL TEXT					TEXT AMT	

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
3	UPDATED FOR FY19					1,088,917 1,088,917	
001-1000-519.49-64	INSURANCE 504	832,479	564,052	656,218	656,218	492,163	900,099
LEVEL 3	TEXT UPDATED FOR FY19					TEXT AMT 900,099 900,099	
001-1000-519.49-66	TRF TO 506 BLDG MAINT FD	272,513	321,584	107,030	107,030	80,273	224,149
LEVEL 3	TEXT UPDATED FOR FY19					TEXT AMT 224,149 224,149	
001-1000-519.52-00	OTHER OPERATING SUPPLIES	0	0	0	0	373	0
001-1000-519.52-02	SPECIAL INVENTORY ACCT	0	0	0	0	227,178	0
001-1000-519.52-17	AGRICULTURE SUPPLIES	1,920	0	0	21,542	0	0
001-1000-519.52-19	OTHER OPERATING-DONATED'	239	473	0	4,688	946	0
* OPERATING EXPENSE		1,861,818	9,523,823	1,793,098	7,120,218	6,551,692	2,324,015
001-1000-519.61-00	LAND	0	0	0	1,300,000	1,219,416	0
001-1000-519.63-97	PROJ CAPITAL OUTLAY	0	114,224	0	2,195	1,295	0
001-1000-519.64-00	MACH & EQUIPMENT	0	22,260	0	0	0	0
* CAPITAL OUTLAY		0	136,484	0	1,302,195	1,220,711	0
001-1000-519.81-19	VOL CTY BUSINESS DEV CORP	34,480	35,194	35,590	35,590	35,589	35,776
LEVEL 3	TEXT TEAM VOLUSIA BUSINESS DEV PARTNERSHIP (.50 PER CAPITA BASED OFF 59,625) VOLUSIA TPO (.10 PER CAPITA BASED OFF 59,625) (CLB 6/5/18)					TEXT AMT 29,813 5,963 35,776	
001-1000-519.83-00	OTHER GRANTS AND AID	12,543	35,000	0	0	0	0
* GRANTS & AIDE		47,023	70,194	35,590	35,590	35,589	35,776
001-1000-581.90-58	TRF TO 207/220 DEBT SRVE	0	331,000	0	0	0	448,635
LEVEL 3	TEXT TRANSFER TO 220 FUND FOR 2014 CAP IMPV BOND					TEXT AMT 448,635 448,635	

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
001-1000-581.91-30	TRANSFER TO 505	0	305,000	450,000	450,000	450,000	0
	LEVEL 3 TEXT BASED ON FY19-FY24 CIP DRAFT 1, NO TRANSFER TO THE 505 LEASE & REPLACEMENT FUND IS CURRENTLY ANTICIPATED. (04-24-18 NT) *****					TEXT AMT	
001-1000-581.91-33	TRANSFER TO 412 FUND	677,000	0	0	0	0	0
001-1000-581.91-51	TRANSFER TO 201	1,125	1,125	0	0	0	0
001-1000-581.91-70	TRANSFER TO 317 FUND	1,800,000	2,382,000	700,000	849,522	849,522	0
	LEVEL 3 TEXT BASED ON FY19-FY24 CIP DRAFT 1, NO TRANSFER TO THE 317 GENERAL CAPITAL FUND IS CURRENTLY ANTICIPATED. ALL 317 PROJECTS ARE UNFUNDED. (04-24-18 NT) *****					TEXT AMT	
001-1000-581.91-73	TFR TO 317 GEN CP REPL FD	0	100,000	0	0	0	0
*	TRANSFERS	2,478,125	3,119,125	1,150,000	1,299,522	1,299,522	448,635
001-1000-519.99-10	CONTINGENCY	0	0	190,000	1,090	0	0
001-1000-519.99-24	BUDGET REDUCTION RESERVE	0	0	222,642-	0	0	0
001-1000-519.99-50	COMPRESSION RESERVE	0	0	0	114,000	0	0
*	NON-OPERATING EXPENSE	0	0	32,642-	115,090	0	0
**	NON DEPARTMENTAL	4,386,966	12,905,834	2,946,046	9,872,615	9,107,514	2,808,426
***	NON DEPARTMENTAL	4,386,966	12,905,834	2,946,046	9,872,615	9,107,514	2,808,426

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
001-1100-511.12-00	MAYOR & COUNCIL MAYOR & COUNCIL SALARIES AND WAGES	74,074	71,926	73,064	73,064	54,750	73,064
	LEVEL 3 TEXT CURRENT COUNCIL					TEXT AMT 73,064 73,064	
001-1100-511.21-00	FICA TAXES	4,585	5,071	5,593	5,593	3,749	5,593
	LEVEL 3 TEXT CURRENT COUNCIL					TEXT AMT 5,593 5,593	
001-1100-511.22-00	RETIREMENT CONTRIBUTION	465	78	465	465	0	465
	LEVEL 3 TEXT CURRENT COUNCIL					TEXT AMT 465 465	
001-1100-511.23-00	HEALTH INSURANCE	19,755	17,176	22,015	22,015	16,347	22,015
	LEVEL 3 TEXT HEALTH DENTAL LIFE					TEXT AMT 20,631 1,116 268 22,015	
001-1100-511.24-00	WORKER'S COMPENSATION	64	65	75	75	57	74
	LEVEL 3 TEXT CURRENT COUNCIL					TEXT AMT 74 74	
001-1100-511.26-00	EAP BENEFIT	187	187	187	187	142	187
	LEVEL 3 TEXT CURRENT COUNCIL					TEXT AMT 187 187	
* PERSONNEL SERVICES		99,130	94,503	101,399	101,399	75,045	101,398
001-1100-511.31-13	OTHER PROF. SERVICES	40,000	20,065	20,000	20,000	20,000	20,000
	LEVEL 3 TEXT CHAMBER OF COMMERCE CONTRACT GOAL 4 ECONOMIC DEVELOPMENT					TEXT AMT 20,000	

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
						20,000	
001-1100-511.34-14	CONTRACT SERVICES OTHER	0	800	0	0	0	0
001-1100-511.40-00	TRAVEL PER DIEM	3,787	5,638	8,000	6,700	2,531	8,270
	LEVEL 3 TEXT					TEXT AMT	
	3 COUNCIL TO FLC CONFERENCE @ \$1,162 EACH					3,490	
	3 COUNCIL TO 6 VLOC DINNERS @ \$35 EACH					630	
	5 COUNCIL TO TALLAHASSEE (2 DAYS) @ \$829 EACH					4,150	
	GOAL 6: ORGANIZATIONAL EXCELLENCE					8,270	
001-1100-511.41-00	COMMUNICATION SERVICES	4,458	1,009	160	160	18	0
	LEVEL 3 TEXT					TEXT AMT	
	MOVED TO IT FOR FY 19	119	23	100	100	13	50
	LEVEL 3 TEXT					TEXT AMT	
	COPIER COST BASED ON CURRENT PRINT VOLUME					50	50
001-1100-511.48-04	PUB RELATION ACTIVITY	1,232	660	1,320	1,320	1,212	1,290
	LEVEL 3 TEXT					TEXT AMT	
	FAMILY DAYS PROMOTIONAL ITEMS					590	
	QUARTERLY NEWSLETTER @\$175/QTR					700	
	GOAL 6: ORGANIZATIONAL EXCELLENCE					1,290	
001-1100-511.49-66	TRF TO 506 BLDG MAINT FD	45,840	51,951	46,026	46,026	34,520	50,543
	LEVEL 3 TEXT					TEXT AMT	
	UPDATED FOR FY19					50,543	50,543
001-1100-511.51-00	OFFICE SUPPLIES	1,366	390	400	400	64	265
	LEVEL 3 TEXT					TEXT AMT	
	PAPER, PENS, BINDERS, STAPLES, ETC (ON PCARD)					265	
	BASED ON HISTORICAL ACTUALS					265	
001-1100-511.52-00	OTHER OPERATING SUPPLIES	4,510	5,541	5,580	980	2,885	4,010
	LEVEL 3 TEXT					TEXT AMT	
	FREEMANVILLE DAY					430	
	OFFICIAL BUSINESS VISITOR REFRESH (H2O, COFFEE)					100	

BUDGET PREPARATION WORKSHEET
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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
	STUDENT GOVERNMENT DAY FOOD (REIMBURSED BY SCHOOL)						130
	ANNUAL RETIREE CELEBRATION						350
	ANNUAL EMPLOYEE HOLIDAY CELEBRATION						3,000
	GOAL 6: ORGANIZATIONAL EXCELLENCE						4,010
001-1100-511.52-15	POSTAL SERVICE	4	11	30	30	17	40
	LEVEL 3 TEXT BASED ON HISTORICAL ACTUALS AND CURRENT FORECAST					TEXT AMT	40 40
001-1100-511.54-00	DUES & MEMBERSHIPS	12,246	8,708	9,020	9,020	9,016	9,410
	LEVEL 3 TEXT FLC DUES BASED ON EST. POP 59,625 * 0.124202181 VOLUSIA LEAGUE OF CITIES DUES (NO CHANGE) FL. LEAGUE OF MAYORS MEMBERSHIP TO MAYOR (ALAN TO PROVIDE AMOUNT) GOAL 6: ORGANIZATIONAL EXCELLENCE					TEXT AMT	7,410 2,000 9,410
*	OPERATING EXPENSE	113,562	94,796	90,636	84,736	70,276	93,878
001-1100-511.83-00	OTHER GRANTS & AIDS	0	250	0	0	100	100
	LEVEL 3 TEXT STEM AWARD					TEXT AMT	100 100
*	GRANTS & AIDE	0	250	0	0	100	100
**	MAYOR & COUNCIL	212,692	189,549	192,035	186,135	145,421	195,376
***	MAYOR & COUNCIL	212,692	189,549	192,035	186,135	145,421	195,376

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
001-1200-512.12-00	CITY MANAGER CITY MANAGER SALARIES AND WAGES	366,303	349,716	438,609	438,609	318,306	458,566
	LEVEL 3						
	TEXT					TEXT AMT	
	CURRENT STAFF (INC. ACCRUAL PAYOUT EST.)					438,740	
	WAGE INCREASE					11,291	
	**ERP MANAGER (SALARY & BENEFITS OFFSET IN 12-20)						

	CITY MANAGER INCR-AVG BASE WAGE FY18 ADJ 3.64%					5,195	
	CITY MANAGER INCR-AVG BASE WAGE FY19 ADJ 2.34%					3,340	
						458,566	
001-1200-512.12-10	CAR ALLOWANCE	8,464	8,400	8,400	8,400	6,138	8,400
	LEVEL 3						
	TEXT					TEXT AMT	
	PER CM CONTRACT @ \$500/MONTH					6,000	
	PER ACM CONTRACT @ \$200/MONTH					2,400	
						8,400	
001-1200-512.12-12	ADD'L SALARY & BENEFITS	3,000	0	0	0	0	0
001-1200-512.12-20	CAPITAL LABOR OFFSET	0	17,699-	97,209-	97,209-	53,757-	99,894-
	LEVEL 3						
	TEXT					TEXT AMT	
	**ERP MANAGER (SALARY CHARGED TO ZMI054)					99,894-	
	WAGE INCREASE					99,894-	
001-1200-512.14-00	OVERTIME	1,540	9,225	1,500	1,500	111	1,000
	LEVEL 3						
	TEXT					TEXT AMT	
	REDUCED BY \$500 PER CM					1,000	
						1,000	
001-1200-512.21-00	FICA TAXES	27,932	25,534	34,315	34,315	22,708	35,803
	LEVEL 3						
	TEXT					TEXT AMT	
	CURRENT STAFF (INC. ACCRUAL PAYOUT EST.)					34,286	
	WAGE INCREASE					863	
	**ERP MANAGER (SALARY & BENEFITS OFFSET IN 12-20)						

	CITY MANAGER INCR-AVG BASE WAGE FY18 ADJ 3.64%					398	
	CITY MANAGER INCR-AVG BASE WAGE FY19 ADJ 2.34%					256	
						35,803	
001-1200-512.22-00	RETIREMENT CONTRIBUTIONS	46,533	44,156	54,842	54,842	40,989	59,153
	LEVEL						
	TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
3	CURRENT STAFF						56,605
	WAGE INCREASE						1,480
	**ERP MANAGER (SALARY & BENEFITS OFFSET IN 12-20)						

	CITY MANAGER INCR-AVG BASE WAGE FY18 ADJ 3.64%						650
	CITY MANAGER INCR-AVG BASE WAGE FY19 ADJ 2.34%						418
							59,153
001-1200-512.23-00	HEALTH INSURANCE	17,307	18,673	38,256	38,256	22,433	38,367
LEVEL 3	TEXT					TEXT AMT	
	HEALTH INS						34,385
	DENTAL						1,860
	LIFE INS						2,011
	WAGE INCREASE LIFE						48
	**ERP MANAGER (SALARY & BENEFITS OFFSET IN 12-20)						

	CITY MGR INCR-AVG BASE WAGE FY18 ADJ 3.64%-LIFE						38
	CITY MGR INCR-AVG BASE WAGE FY19 ADJ 2.34%-LIFE						25
							38,367
001-1200-512.24-00	WORKER'S COMPENSATION	643	354	443	443	334	453
LEVEL 3	TEXT					TEXT AMT	
	CURRENT STAFF (INC. ACCRUAL PAYOUT EST.)						434
	WAGE INCREASE						10
	**ERP MANAGER (SALARY & BENEFITS OFFSET IN 12-20)						

	CITY MANAGER INCR-AVG BASE WAGE FY18 ADJ 3.64%						5
	CITY MANAGER INCR-AVG BASE WAGE FY19 ADJ 2.34%						4
							453
001-1200-512.25-00	UNEMPLOYMENT COMP	0	3	0	0	0	0
001-1200-512.26-00	EAP BENEFIT	64	66	187	187	94	187
LEVEL 3	TEXT					TEXT AMT	
	CURRENT STAFF						187
	**ERP MANAGER (SALARY & BENEFITS OFFSET IN 12-20)						
							187
-----		471,786	438,428	479,343	479,343	357,356	502,035
* PERSONNEL SERVICES							
001-1200-512.31-13	PROFESSIONAL SERVICES	17,778	40,525	67,800	22,438	9,235	0
LEVEL	TEXT					TEXT AMT	

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
001-1200-512.40-00	TRAVEL PER DIEM	3 2,546	GRANTS MANAGEMENT TRANSFERRED TO FINANCE 6,693	7,500	3,998	3,745	9,372
	LEVEL 3 TEXT					TEXT AMT	
							1,659
							255
							1,436
							60
							350
							1,162
							2,066
							2,384
							9,372
001-1200-512.40-10	EMPLOYEE TRAINING	0	2,400	2,000	9,850	0	780
	LEVEL 3 TEXT					TEXT AMT	
							250
							400
							130
							780
001-1200-512.41-00	COMMUNICATION SERVICES	4,694	3,880	3,360	3,860	2,658	2,150
	LEVEL 3 TEXT					TEXT AMT	
							2,150
							2,150
001-1200-512.46-18	CONT MAINT/COMM EQUIP	100	0	0	0	0	0
001-1200-512.47-00	PRINTING AND BINDING	8,463	700	0	0	175	0
	LEVEL 3 TEXT					TEXT AMT	
001-1200-512.48-04	PUB RELATION ACTIVITY	3,825	5,100	5,710	5,710	5,171	6,040
	LEVEL 3 TEXT					TEXT AMT	
							5,100
							390
							50
							500

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
							6,040
001-1200-512.49-14	FURN & FIXTURE NON-CAP	10,750	963	0	1,273	1,273	0
001-1200-512.49-16	COMPUTER HARDWARE	0	1,442	0	0	0	0
001-1200-512.49-19	LICENSES, TAXES & FEES	0	200	0	0	0	0
001-1200-512.49-66	TFR TO 506 BLDG MAINT FD	45,644	51,729	45,986	45,986	34,490	52,580
	LEVEL 3 TEXT UPDATED FOR FY19					TEXT AMT 52,580 52,580	
001-1200-512.51-00	OFFICE SUPPLIES	2,270	1,142	1,500	1,500	646	1,500
	LEVEL 3 TEXT BASED ON HISTORICAL ACTUALS FOR 1100 AND 1200					TEXT AMT 1,500 1,500	
001-1200-512.52-00	OTHER OPERATING SUPPLIES	467	420	700	700	353	700
	LEVEL 3 TEXT BASED ON PRIOR YEAR ACTUALS & UPDATED PAYMENT METHOD					TEXT AMT 700 700	
001-1200-512.52-15	POSTAL SERVICE	15,516	71	210	210	28	100
	LEVEL 3 TEXT BASED ON HISTORICAL ACTUALS & CURRENT FORECAST					TEXT AMT 100 100	
001-1200-512.54-00	DUES AND MEMBERSHIPS	4,585	2,278	2,280	2,480	2,065	2,280
	LEVEL 3 TEXT ICMA FOR CITY MANAGER (.008*144,200) FCCMA FOR CITY MANAGER (\$3/1,000 OF SALARY) FCCMA FOR ACM (BASED ON SALARY) FPRA FOR PIO GOAL 6: ORGANIZATIONAL EXCELLENCE					TEXT AMT 1,200 450 380 250 2,280	
001-1200-512.54-01	BOOKS & SUBSCRIPTIONS	0	159	500	500	145	500
	LEVEL 3 TEXT PER CITY MANAGER CONTRACT GOAL 6: ORGANIZATIONAL EXCELLENCE					TEXT AMT 500 500	

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
*	OPERATING EXPENSE	116,638	117,702	137,546	98,505	59,984	76,002
001-1200-512.64-00	MACH & EQUIPMENT	0	0	0	7,947	0	0
*	CAPITAL OUTLAY	0	0	0	7,947	0	0
001-1200-512.83-00	OTHER GRANTS & AIDS	100	0	0	0	0	0
*	GRANTS & AIDE	100	0	0	0	0	0
001-1200-512.99-10	CONTINGENCY	0	0	22,831	20,944	0	20,000
*	NON-OPERATING EXPENSE	0	0	22,831	20,944	0	20,000
**	CITY MANAGER	588,524	556,130	639,720	606,739	417,340	598,037
***	CITY MANAGER	588,524	556,130	639,720	606,739	417,340	598,037

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
001-1300-514.12-00	LEGAL SERVICES LEGAL SERVICES SALARIES AND WAGES	275,067	317,830	335,819	342,116	238,783	338,538
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE					TEXT AMT 330,640 7,898 338,538	
001-1300-514.12-10	CAR ALLOWANCE	2,354	3,600	3,600	3,600	2,631	3,600
	LEVEL 3 TEXT ALLOWANCE FOR DEPUTY CITY ATTORNEY (\$300/MONTH)					TEXT AMT 3,600 3,600	
001-1300-514.12-20	CAP/OTHER LABOR OFFSET	16,680-	6,390-	0	0	1,755-	0
001-1300-514.14-00	OVERTIME	4,215	7,588	8,700	8,700	2,041	4,000
	LEVEL 3 TEXT OVERTIME REQUEST					TEXT AMT 4,000 4,000	
001-1300-514.15-10	CERTIFICATION/LICENSES	1,401	1,065	1,650	2,086	2,086	1,350
	LEVEL 3 TEXT FL BAR ASSOC - \$350 PER ATTORNEY (3) FL BAR REGISTERED PARALEGAL - \$150 PER PARALEGAL 2 (ALL DUES PAID LAST QTR OF FY)					TEXT AMT 1,050 300 1,350	
001-1300-514.21-00	FICA TAXES	20,138	23,615	26,621	27,118	17,575	26,484
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE					TEXT AMT 25,880 604 26,484	
001-1300-514.22-00	RETIREMENT CONTRIBUTIONS	32,847	49,156	44,601	45,486	38,418	46,485
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 45,419 1,066 46,485	
001-1300-514.23-00	HEALTH INSURANCE	26,787	31,041	33,714	33,740	25,219	33,748
	LEVEL TEXT					TEXT AMT	

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
	3 HEALTH DENTAL LIFE WAGE INCREASE ON LIFE						30,947 1,674 1,108 19 33,748
001-1300-514.24-00	WORKER'S COMPENSATION	217	260	312	317	233	304
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE					TEXT AMT 297 7 304	
001-1300-514.26-00	EAP BENEFIT	149	162	168	168	129	168
	LEVEL 3 TEXT CURRENT STAFF					TEXT AMT 168 168	
* PERSONNEL SERVICES		346,495	427,927	455,185	463,331	325,360	454,677
001-1300-514.31-12	LEGAL SERVICES	151,275	118,070	112,806	143,829	110,581	130,000
	LEVEL 3 TEXT CITY HAS EXPERIENCED AN INCREASE IN COSTS FOR DEFENDING NUMEROUS FY2017 GRIEVANCES, UNFAIR LABOR PRACTICES AND FOR MEMORANDUMS OF UNDERSTANDING. PROFESSIONAL SERVICES INCLUDE PRIVATE ATTORNEYS SERVING AS SPECIAL LEGAL COUNSEL FOR LABOR AND EMPLOYMENT, PENSION, BONDS, CONTRACT AND CONSTRUCTION LITIGATION, LOCAL PROSECUTIONS, ADMINISTRATIVE PROCEEDINGS, FIRE FEES AND OTHER ASSESSMENTS, CODE ENFORCEMENT, MAGISTRATE, COURT REPORTERS, REAL ESTATE CLOSING/TITLE AND OTHER PRFOESSIONAL SERVICES. THIS ACCOUNT WAS SUPPLEMENTED BY FMIT IN FY2017 IN THE AMOUNT OF \$4352. NO SUPPLEMENT FOR FY2018 IS ANTICIPATED.					TEXT AMT 130,000	
001-1300-514.31-13	OTHER PROF. SERVICES	1,269	2,999	0	4,494	0	0
001-1300-514.31-14	PROSCTR FEE/CODE SP MAG	0	0	0	0	11,900	20,000
	LEVEL 3 TEXT FUNDING TRANSFERED FROM CODE ENFORCEMENT TO COVER SPECIAL MAGISTRATE AND OUTSIDE LEGAL AS NEEDED.					TEXT AMT 20,000	
							20,000

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
001-1300-514.34-15	TEMP HELP SERVICE FEE	1,656	7,886	6,000	23,867	17,000	7,886
	LEVEL 3 TEXT FINALIZE PROJECT STARTED IN FY2018 FOR PREPARING TRANSMITTING AND SAVING DOCUMENTS FOR STORAGE OF THE CLOSED FILE, REVIEWING THE FILE AND ASSIGNING THE CATEGORY FOR RETENTION AS REQUIRED BY LAW, OBTAINING ATTORNEY SIGN OFF AND DELIVERY OF THE FILE FOR STORAGE.					TEXT AMT 7,886	
						7,886	
001-1300-514.40-00	TRAVEL PER DIEM	2,907	4,131	6,270	5,764	2,338	5,000
	LEVEL 3 TEXT FL MUNICIPAL ATTORNEYS ASSOC (FMAA)JULY FL ASSOC OF POLICE ATTORNEYS (FAPA)SEPT-OCT FL LEAGUE OF CITIES CERTIFICATION REVIEW COURSE ANNUAL GOV'T LAW IN FL					TEXT AMT 1,636 592 68 1,790 914 5,000	
001-1300-514.40-10	EMPLOYEE TRAINING	435	2,040	2,000	2,070	2,070	2,500
	LEVEL 3 TEXT REGISTRATION FOR VARIOUS REQUIRED TRAINING FOR VARIOUS COURSES FOR SPONSORS SHOWN IN 40-00					TEXT AMT 2,500	
						2,500	
001-1300-514.41-00	COMMUNICATION SERVICE	2,565	2,213	2,076	2,076	1,153	1,440
	LEVEL 3 TEXT AT&T MOBILITY - 2 EA. CELL PHONES (\$60/MONTH)					TEXT AMT 1,440 1,440	
001-1300-514.46-11	REGULAR MAINT/INSP EQUIP	478	620	1,200	1,200	1,000	800
	LEVEL 3 TEXT COPY MACHINE MAINTENANCE & SUPPORT					TEXT AMT 800 800	
001-1300-514.46-16	BUILDING MAINTENANCE	2,724	0	0	0	0	0
001-1300-514.46-36	SOFTWARE MAINTENANCE	0	2,209	2,200	2,200	0	2,200
	LEVEL 3 TEXT MAINTENANCE & SUPPORT FOR LEGAL FILES SOFTWARE 8 LICENSES TOTAL ESTIMATED AT \$310/EACH *7 CHARGED TO LEGAL \$310 X 7 = \$2,170					TEXT AMT 2,200	

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
	*1 CHARGED TO RISK MGMT FUND 504						2,200
001-1300-514.49-02	COMPUTER SOFTWARE	3,593	0	0	0	0	0
001-1300-514.49-20	EQUIP & OTHER NON-CAPITAL	1,670	0	500	500	0	0
001-1300-514.49-66	TFR TO 506 BLDG MAINT FD	34,221	38,780	33,940	33,940	25,455	36,543
	LEVEL 3 TEXT UPDATED FOR FY19					TEXT AMT 36,543 36,543	
001-1300-514.51-00	OFFICE SUPPLIES	3,197	3,074	2,500	2,500	1,065	3,000
	LEVEL 3 TEXT OFFICE SUPPLIES					TEXT AMT 3,000 3,000	
001-1300-514.52-00	OTHER OPERATING SUPPLIES	414	369	400	400	417	400
	LEVEL 3 TEXT OPERATING SUPPLIES					TEXT AMT 400 400	
001-1300-514.52-15	POSTAL SERVICE	224	308	350	350	143	350
	LEVEL 3 TEXT POSTAL SERVICE					TEXT AMT 350 350	
001-1300-514.54-00	DUES & MEMBERSHIPS	1,515	2,065	1,030	1,030	1,030	1,450
	LEVEL 3 TEXT INTERNATIONAL MUNICIPAL LAWYERS ASSOCIATION (IMLA) FLORIDA ASSOCIATION OF POLICE ATTORNEYS VOLUSIA COUNTY BAR ASSOCIATION NATL ASSOC OF LEGAL ASSISTANTS (NALA)					TEXT AMT 695 50 285 420 1,450	
001-1300-514.54-01	BOOKS & SUBSCRIPTIONS	9,352	9,545	10,500	10,500	10,350	10,500
	LEVEL 3 TEXT THOMSON REUTERS ONLINE RESEARCH AND ONE BOOK					TEXT AMT 10,500 10,500	
* OPERATING EXPENSE		217,495	194,309	181,772	234,720	184,502	222,069

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
**	LEGAL SERVICES	563,990	622,236	636,957	698,051	509,862	676,746
***	LEGAL SERVICES	563,990	622,236	636,957	698,051	509,862	676,746

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
001-1500-513.12-00	CITY CLERK CITY CLERK SALARIES AND WAGES	137,165	129,579	146,639	143,863	86,284	146,097
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE					TEXT AMT 142,792 3,305 146,097	
001-1500-513.14-00	OVERTIME	759	2,381	250	250	0	750
	LEVEL 3 TEXT TO COVER ADVISORY BOARD/COMMISSION MEETINGS					TEXT AMT 750 750	
001-1500-513.15-10	CERTIFICATIONS/LICENSES	105	190	150	150	106	150
	LEVEL 3 TEXT NOTARY PUBLIC CERTIFICATIONS & RENEWALS AS NEEDED					TEXT AMT 150 150	
001-1500-513.21-00	FICA TAXES	10,177	9,748	11,242	11,066	6,243	11,237
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE					TEXT AMT 10,985 252 11,237	
001-1500-513.22-00	RETIREMENT CONTRIBUTIONS	14,299	12,450	15,644	15,418	7,989	17,071
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 16,665 406 17,071	
001-1500-513.23-00	HEALTH INSURANCE	23,073	21,355	29,344	29,340	13,829	29,346
	LEVEL 3 TEXT HEALTH INS DENTAL INS LIFE INS WAGE INCREASE ON LIFE					TEXT AMT 27,508 1,488 342 8 29,346	
001-1500-513.24-00	WORKER'S COMPENSATION	121	109	147	144	78	143
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.)					TEXT AMT 141	

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 BASE REQ
	WAGE INCREASE						2 143
001-1500-513.26-00	EAP BENEFIT	117	112	150	150	72	150
*	PERSONNEL SERVICES	185,816	175,924	203,566	200,381	114,601	204,944
001-1500-513.31-13	OTHER PROF. SERVICES	10,954	0	0	0	0	0
001-1500-513.34-12	ELECTION SERVICES						
	LEVEL 3 TEXT (MOVED TO 3414-OTHER CONTRACTING SERVICES)	0	0	0	0	0	38,000
	LEVEL 3 TEXT LOCAL DISCRETIONARY SALES SURTAX SPECIAL ELECTION COST ALLOCATION OF \$500,000						38,000
	----- 1/2% TAX RATE - DEFAULT FORMULA PORT ORANGE - DISTRIBUTION % => 7.573626% PORT ORANGE - ESTIMATED AMOUNT => \$3,415,330 (OVERALL ESTIMATED AMOUNT - ALL => \$45,095,050) ----- ESTIMATED ELECTION COST => \$500,000 * .07573626 = \$37,868 ----- (LP 6-12-18)						38,000
001-1500-513.34-14	CONTRACT SERVICES OTHER	0	32,141	15,390	25,374	24,873	15,940
	LEVEL 3 TEXT BIS DIGITAL RECORDING SYSTEM CROWN SHREDDING MUNICIPAL CODE CORP						3,390 2,000 10,550 15,940
001-1500-513.40-00	TRAVEL PER DIEM	1,384	506	1,500	2,000	1,772	2,000
	LEVEL 3 TEXT FLORIDA ASSOC OF CITY CLERK'S CONFERENCES CITY CLERK TO ATTEND TWO CONFERENCES EACH YEAR FOR TRAINING. FLORIDA RECORDS MANAGEMENT ASSOCIATION RECORDS MANAGER TO ATTEND ANNUAL CONFERENCE						1,500 500 2,000
001-1500-513.40-10	EMPLOYEE TRAINING	1,265	1,148	1,500	1,500	801	1,250
	LEVEL TEXT						

BUDGET PREPARATION WORKSHEET
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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
	3 FLORIDA ASSOC OF CITY CLERK'S CONFERENCE (X2) FOR CITY CLERK						750
	FLORIDA RECORDS MANAGEMENT ASSOCIATION ANNUAL CONF						300
	FOR RECORDS MANAGER						200
	WEBINARS AS AVAILABLE						1,250
001-1500-513.41-00	COMMUNICATION SERVICES	2,070	1,147	900	700	570	720
	LEVEL 3 TEXT SPECTRUM PHONE CHARGES MOVING TO IT IN FY 19 CELL PHONE FOR CITY CLERK - \$59.37/MONTH					TEXT AMT	720 720
001-1500-513.44-10	EQUIP/OTHER RENTAL/LEASE	4,586	3,616	3,770	3,770	3,637	3,570
	LEVEL 3 TEXT MAIL MACHINE LEASE COPY MACHINE LEASE (CLERK'S PORTION ONLY)					TEXT AMT	2,700 870 3,570
001-1500-513.47-00	PRINTING AND BINDING	454	219	650	650	500	500
	LEVEL 3 TEXT KONICA MINOLTA (ESTIMATE FOR CLERK'S COPIES)					TEXT AMT	500 500
001-1500-513.49-01	ADVERTISING	58,050	49,635	52,300	50,118	50,000	49,055
	LEVEL 3 TEXT LEGAL ADVERTISEMENTS					TEXT AMT	49,055 49,055
001-1500-513.49-02	COMPUTER SOFTWARE	6,000	7,200	7,200	7,200	7,200	10,665
	LEVEL 3 TEXT CIVICPLUS/CIVICCLERK-AGENDA/BOARD MGMT SOFTWARE MCCI/JUSTFOIA PUBLIC RECORDS REQUEST TRACKING SOFT **NEW REQUEST THRU CITY WIDE EFFICIENCIES**					TEXT AMT	7,200 3,465 10,665
001-1500-513.49-04	OTHER CHARGES FOR SERV	15,893	15,180	14,000	12,775	12,500	14,000
	LEVEL 3 TEXT CLERK OF COURT (RECORDINGS) SIMPLIFILE (E-RECORDINGS)					TEXT AMT	500 13,500 14,000

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 BASE REQ
001-1500-513.49-14	FURN. & FIXTURES NON-CAP	2,018	0	0	0	0	0
001-1500-513.49-20	EQUIP & OTHER NON-CAPITAL	0	1,479	0	0	0	0
001-1500-513.49-66	TFR TO 506 BLDG MAINT FD	34,336	38,915	32,677	32,677	24,508	33,330
	LEVEL 3 TEXT UPDATED FOR FY19					TEXT AMT 33,330 33,330	
001-1500-513.51-00	OFFICE SUPPLIES	2,265	1,754	1,500	1,500	231	1,000
	LEVEL 3 TEXT GENERAL OFFICE SUPPLIES FOR THE CLERK'S OFFICE					TEXT AMT 1,000 1,000	
001-1500-513.52-00	OTHER OPERATING SUPPLIES	860	1,209	844	844	439	750
	LEVEL 3 TEXT INCLUDES NAME PLATES, HAND SANITIZER, & OTHER MISC. SUPPLIES					TEXT AMT 750 750	
001-1500-513.52-15	POSTAL SERVICE	640	429	560	443	422	500
	LEVEL 3 TEXT POSTAGE, USPS & OVERNIGHT MAIL					TEXT AMT 500 500	
001-1500-513.54-00	DUES & MEMBERSHIPS	1,035	1,050	812	812	640	765
	LEVEL 3 TEXT IIMC MEMBERSHIP FOR CITY CLERK FACC MEMBERSHIP FOR CITY CLERK FIRST AMENDMENT FOUNDATION MEMBERSHIP FLORIDA RECORDS MANAGEMENT ASSOC MEMBERSHIP					TEXT AMT 200 125 300 140 765	
001-1500-513.54-01	BOOKS & SUBSCRIPTIONS	222	220	156	321	320	367
	LEVEL 3 TEXT NEWSJOURNAL SUBSCRIPTION ADMINISTRATIVE PROFESSIONAL TODAY SUBSCRIPTION					TEXT AMT 250 117 367	
* OPERATING EXPENSE		142,032	155,848	133,759	140,684	128,413	172,412
001-1500-513.99-10	CONTINGENCY	0	0	0	45	0	0

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
*	NON-OPERATING EXPENSE	0	0	0	45	0	0
**	CITY CLERK	327,848	331,772	337,325	341,110	243,014	377,356
***	CITY CLERK	327,848	331,772	337,325	341,110	243,014	377,356

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
001-1600-513.12-00	SALARIES AND WAGES	636,644	731,465	815,350	779,044	552,696	850,144
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.)					831,716	
	WAGE INCREASE					18,428	
	**FINANCE DIRECTOR AND COMPLIANCE MGR SPLIT FUNDED 70%FIN/30%PU						850,144
001-1600-513.12-12	ADD'L SALARY & BENEFITS	0	4,000	0	0	0	0
001-1600-513.14-00	OVERTIME	2,462	14,945	10,000	10,000	9,945	10,000
	LEVEL 3 TEXT REGULAR OVERTIME					10,000	
						10,000	
001-1600-513.15-10	CERTIFICATIONS/LICENSES	0	0	600	600	0	0
	LEVEL 3 TEXT CPA LICENSE					600	
	PAID IN 2018, NOT DUE UNTIL 2020					600-	
001-1600-513.21-00	FICA TAXES	46,639	54,274	63,150	65,010	41,529	65,808
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.)					64,402	
	WAGE INCREASE					1,406	
	**FINANCE DIRECTOR AND COMPLIANCE MGR SPLIT FUNDED 70%FIN/30%PU						65,808
001-1600-513.22-00	RETIREMENT CONTRIBUTIONS	74,810	86,727	97,358	99,794	65,848	102,568
	LEVEL 3 TEXT CURRENT STAFF					100,283	
	WAGE INCREASE					2,285	
	**FINANCE DIRECTOR AND COMPLIANCE MGR SPLIT FUNDED 70%FIN/30%PU						102,568
001-1600-513.23-00	HEALTH INSURANCE	65,544	79,577	113,783	118,891	58,131	121,129
	LEVEL 3 TEXT HEALTH					112,783	
	DENTAL					6,101	

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
	LIFE INCREASE ON LIFE					2,192 53 121,129	
001-1600-513.24-00	WORKER'S COMPENSATION	561	645	818	842	564	839
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE					TEXT AMT 821 18 839	
001-1600-513.25-00	UNEMPLOYMENT COMP	1,651	0	0	2,300	685	0
001-1600-513.26-00	EAP BENEFIT	419	494	577	603	386	614
	LEVEL 3 TEXT CURRENT STAFF **FINANCE DIRECTOR AND COMPLIANCE MGR SPLIT FUNDED 70%FIN/30%PU					TEXT AMT 614 614	
* PERSONNEL SERVICES		828,730	972,127	1,101,636	1,077,084	729,784	1,151,102
001-1600-513.31-13	OTHER PROF. SERVICES	10,919	0	0	0	0	0
001-1600-513.31-16	AUDIT FEE	23,830	24,200	24,200	24,200	24,200	27,140
	LEVEL 3 TEXT UPDATE WITH FY 18 CONTRACT RENEWAL (CLB 6/4/18) *44% OF ANNUAL AUDIT FEE OF \$56,000					TEXT AMT 24,640	
	THE ANNUAL AUDIT FEE IS NOW ALLOCATED BASED ON REVENUE AS FOLLOWS: 44% GENERAL FUND 40% WATER SEWER FUND 9% SOLID WASTE FUND 7% DRAINAGE FUND ----- 100% TOTAL *ADDITIONAL AUDIT SERVICES AS NEEDED *****					2,500 27,140	
001-1600-513.34-14	CONTRACT SERVICES OTHER	862	246	1,000	1,000	534	750
	LEVEL 3 TEXT MISC AS NEEDED					TEXT AMT 750 750	

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD	ACTUAL ENCMBRNCE	FY2019 BASE REQ
001-1600-513.34-15	TEMP HELP SERVICE FEE	2,980	4,678	0	51,000		7,677	0
001-1600-513.40-00	TRAVEL PER DIEM	1,065	2,948	2,000	3,712		656	4,500
	LEVEL 3 TEXT						TEXT AMT	
								3,000
								1,500
								4,500
001-1600-513.40-10	EMPLOYEE TRAINING	1,430	2,735	5,000	10,288		2,517	5,000
	LEVEL 3 TEXT						TEXT AMT	
								5,000
								5,000
001-1600-513.41-00	COMMUNICATION SERVICES	1,582	1,089	2,520	2,520		847	2,016
	LEVEL 3 TEXT						TEXT AMT	
								1,296
								720
								2,016
001-1600-513.46-10	GENERAL EQUIP MAINT	0	994	0	0		0	0
001-1600-513.46-11	REGULAR MAINT/INSP EQUIP	1,198	493	2,000	2,000		1,526	2,000
	LEVEL 3 TEXT						TEXT AMT	
								2,000
								2,000
001-1600-513.46-16	BUILDING MAINT	0	0	0	646		646	0
001-1600-513.47-00	PRINTING AND BINDING	2,493	3,976	3,000	3,000		4,581	4,000
	LEVEL 3 TEXT						TEXT AMT	
								1,200
								1,000
								1,500
								300
								4,000
001-1600-513.49-01	ADVERTISING	0	0	0	330		330	0
001-1600-513.49-02	COMPUTER SOFTWARE	0	3,595	2,000	2,000		0	7,100
	LEVEL 3 TEXT						TEXT AMT	
								5,100
								2,000

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
(SUBSCRIPTION AUGUST RENEWAL)							
						7,100	
001-1600-513.49-14	FURN. & FIXTURES NON-CAP	0	0	1,000	1,591	1,591	1,000
	LEVEL 3 TEXT					TEXT AMT	
						1,000	
						1,000	
001-1600-513.49-16	COMPUTER HARDWARE	1,594	1,434	2,000	2,000	1,487	2,000
	LEVEL 3 TEXT					TEXT AMT	
						2,000	
						2,000	
001-1600-513.49-19	LICENSES, TAXES & FEES	0	0	100	120	120	150
001-1600-513.49-20	EQUIP & OTHER NON-CAPITAL	3,166	0	0	0	0	0
001-1600-513.49-66	TFR TO 506 BLDG MAINT FD	65,013	74,553	63,153	63,153	47,365	72,763
	LEVEL 3 TEXT					TEXT AMT	
						72,763	
						72,763	
001-1600-513.51-00	OFFICE SUPPLIES	14,106	12,908	8,000	7,389	2,904	8,000
	LEVEL 3 TEXT					TEXT AMT	
						8,000	
						8,000	
001-1600-513.52-00	OTHER OPERATING SUPPLIES	2,036	4,230	4,000	4,000	2,561	4,000
	LEVEL 3 TEXT					TEXT AMT	
						4,000	
						4,000	
001-1600-513.52-15	POSTAL SERVICE	4,307	3,546	4,500	4,500	2,386	4,000
001-1600-513.54-00	DUES & MEMBERSHIPS	2,869	2,444	3,313	3,313	3,797	3,550
	LEVEL 3 TEXT					TEXT AMT	
						315	
						356	
						150	
						220	
						254	
						595	
						1,225	
						135	

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
	APTUSC - \$300 - 2 MEMBERSHIPS						300 3,550
001-1600-513.54-01	BOOKS & SUBSCRIPTIONS	445	330	250	250	1,064	250
	LEVEL 3 TEXT GAAFR UPDATES					TEXT AMT	250 250
*	OPERATING EXPENSE	139,895	144,399	128,036	187,012	106,789	148,219
**	FINANCE	968,625	1,116,526	1,229,672	1,264,096	836,573	1,299,321
***	FINANCE	968,625	1,116,526	1,229,672	1,264,096	836,573	1,299,321

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
HUMAN RESOURCES							
HUMAN RESOURCES							
001-1700-513.12-00	SALARIES AND WAGES	148,377	164,812	207,928	200,180	147,483	213,981
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 207,747 6,234 213,981	
001-1700-513.12-12	ADD'L SALARY & BENEFITS	2,500	0	0	0	0	0
001-1700-513.14-00	OVERTIME	131	475	600	603	603	600
	LEVEL 3 TEXT TO HANDLE HIGH WORKLOAD VOLUMES AT VARIOUS POINTS THROUGHOUT THE YEAR-FY END,CY END,OPEN ENROLLMENT					TEXT AMT 600 600	
001-1700-513.15-10	CERTIFICATIONS/LICENSES	0	0	1,850	1,850	797	1,900
	LEVEL 3 TEXT FPELRA CERTIFICATION (HR ADMIN) \$800 PHR RENEWAL (HR MGR & DIRECTOR) \$150 EACH, PHR (HR ADMIN) \$800 (PREVIOUSLY BUDGETED IN 54-00)					TEXT AMT 1,900 1,900	
001-1700-513.21-00	FICA TAXES	10,336	11,838	15,954	15,817	10,251	16,418
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 15,940 478 16,418	
001-1700-513.22-00	RETIREMENT CONTRIBUTIONS	20,089	21,647	27,885	27,705	20,417	32,572
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 31,623 949 32,572	
001-1700-513.23-00	HEALTH INSURANCE	12,272	12,532	29,620	29,616	16,480	29,640
	LEVEL 3 TEXT HEALTH DENTAL LIFE INCREASE ON LIFE					TEXT AMT 27,508 1,488 624 20 29,640	

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
001-1700-513.24-00	WORKER'S COMPENSATION	132	136	209	207	153	213
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 207 6 213	
001-1700-513.25-00	UNEMPLOYMENT COMP	259	0	0	0	0	0
001-1700-513.26-00	EAP BENEFIT	103	105	150	150	102	150
	LEVEL 3 TEXT CURRENT STAFF					TEXT AMT 150 150	
* PERSONNEL SERVICES		194,199	211,545	284,196	276,128	196,286	295,474
001-1700-513.31-13	OTHER PROF. SERVICES	43,072	37,431	36,100	35,432	20,386	35,865
	LEVEL 3 TEXT HSA FEES 60 @ \$66 *UPDATED COUNT* FSA FEES 25 @ \$51 BACKGROUND CHECKS 120 @ \$35 PRE-EMPLOYMENT DRUG TESTS 50 @ \$35 PRE-EMPLOYMENT PHYSICALS 15 @ \$700 PSYCHOLOGICAL EVALUATIONS 15 @ \$250 *NEW* OUTSOURCING 1095-C FOR ACA 550 @ \$2.50 EA OTHER SERVICES SUCH AS WRITTEN PROMOTIONAL EXAMS FOR PD&FD, FITNESS FOR DUTY, GRIEF COUNSELING, ETC.					TEXT AMT 3,960 1,275 4,200 1,750 10,500 3,750 1,375 9,055 35,865	
001-1700-513.34-14	CONTRACT SERVICES OTHER	0	2,850	0	3,465	2,015	0
001-1700-513.34-15	TEMP HELP SERVICE FEE	15,774	0	0	0	0	0
001-1700-513.40-00	TRAVEL PER DIEM	2,730	7,623	3,000	3,000	1,274	3,000
	LEVEL 3 TEXT FPELRA CONFERENCE (2EES), FPHRA CONFERENCE (2EES) OTHER INTERNAL HR STAFF TRAINING. DUE TO EVER CHANGING REGULATIONS IT IS IMPORTANT HR STAFF STAYS WELL TRAINED.					TEXT AMT 3,000 3,000	
001-1700-513.40-10	EMPLOYEE TRAINING	10,216	10,855	2,500	4,500	4,097	2,500
	LEVEL 3 TEXT HR STAFF PROFESSIONAL DEVELOPMENT					TEXT AMT 2,500 2,500	

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD	ACTUAL ENCMBRNCE	FY2019 BASE REQ
001-1700-513.40-16	CITYWIDE TRAINING	0	0	14,000	14,000		10,994	14,000
	LEVEL 3 TEXT CITY WIDE TRAINING PROGRAMS INCLUDING IN-PERSON AND CLASSROOM TRAINING						TEXT AMT 11,500 2,500 14,000	
001-1700-513.41-00	COMMUNICATION SERVICES	1,062	779	750	1,175		570	720
	LEVEL 3 TEXT DEP'T DIRECTOR CELL PHONE						TEXT AMT 720 720	
001-1700-513.44-10	EQUIP/OTHER RENTAL/LEASE	721	864	865	865		864	865
	LEVEL 3 TEXT COPIER LEASE FEE						TEXT AMT 865 865	
001-1700-513.46-16	BUILDING MAINT	0	983	0	0		0	0
001-1700-513.47-00	PRINTING AND BINDING	550	718	750	750		750	750
	LEVEL 3 TEXT PRINTING FEES FOR COPIER CURRENTLY AVERAGING \$62.50 PER MONTH						TEXT AMT 750 750	
001-1700-513.49-01	ADVERTISING	1,086	2,702	1,500	1,500		81	1,500
	LEVEL 3 TEXT ADVERTISING						TEXT AMT 1,500 1,500	
001-1700-513.49-02	COMPUTER SOFTWARE	0	0	15,815	29,415		15,565	10,065
	LEVEL 3 TEXT GOVERNMENTJOBS.COM(NEOGOV) ONGOING WORKBRIGHT(ONBOARDING SOFTWARE)ONGOING						TEXT AMT 8,565 1,500 10,065	
001-1700-513.49-03	SERVICE AWARDS	9,077	6,837	8,000	9,640		9,631	10,315
	LEVEL 3 TEXT SERVICE AWARDS BASED UPON EMPLOYEES RECEIVING AN AWARD THIS YEAR 5 YRS 21 @ \$33.62 10 YRS 9 @ \$122.56						TEXT AMT 706 1,103	

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
	15 YRS 8 @ \$174.55						1,396
	20 YRS 9 @ \$230.65						2,076
	25 YRS 2 @ \$379.73						760
	30-40 YRS 5 @ \$454.82						2,274
	AWARDS LUNCHEON						1,000
	OTHER RECOGNITIONS						1,000
							10,315
001-1700-513.49-14	FURN. & FIXTURES NON-CAP	0	5,967	0	481	0	0
001-1700-513.49-19	LICENSES, TAXES & FEES	83	276	0	0	222	0
001-1700-513.49-66	TFR TO 506 BLDG MAINT FD	51,727	58,622	45,872	45,872	34,404	51,076
	LEVEL 3 TEXT UPDATED FOR FY19					TEXT AMT 51,076 51,076	
001-1700-513.51-00	OFFICE SUPPLIES	3,006	3,045	3,000	3,000	1,301	3,000
	LEVEL 3 TEXT OFFICE SUPPLIES					TEXT AMT 3,000 3,000	
001-1700-513.52-00	OTHER OPERATING SUPPLIES	2,334	919	2,500	2,500	585	2,500
	LEVEL 3 TEXT MISCELLANEOUS EXPENSES NOTARY STAMPS, MORALE BOOSTING EVENT SUPPLIES, JOB FAIR SUPPLIES, NEW HIRE/ONBOARDING SUPPLIES					TEXT AMT 2,500 2,500	
001-1700-513.52-10	GAS, DIESEL, OIL, & GREASE	32	0	200	200	0	200
	LEVEL 3 TEXT FOR MAINTENANCE OF CITY VEHICLE					TEXT AMT 200 200	
001-1700-513.52-15	POSTAL SERVICE	475	388	500	500	344	500
	LEVEL 3 TEXT POSTAL					TEXT AMT 500 500	
001-1700-513.54-00	DUES & MEMBERSHIPS	2,141	2,245	1,470	1,470	906	1,546
	LEVEL 3 TEXT SHRM NAT'L 4@\$190 SHRM LOCAL 4@\$50 IPMA 1@\$150					TEXT AMT 836 200 150	

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
COMMUNITY DEVELOPMENT PLANNING & DEV DIVISION							
001-1900-515.12-00	SALARIES AND WAGES	300,345	335,932	392,505	395,787	194,451	384,984
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE					TEXT AMT 377,375 7,609 384,984	
001-1900-515.14-00	OVERTIME	0	1,837	0	4,000	1,751	0
	LEVEL 3 TEXT TO COVER OVERTIME NEEDED TO ASSIST WITH THE CLEAN-UP OF THE ADDRESS DATABASE AND ORGANIZING HISTORIC SITE PLAN AND SUBDIVISION FILES TO BE SENT FOR SCANNING.					TEXT AMT	
001-1900-515.15-10	CERTIFICATIONS/LICENSES	0	715	725	725	0	1,225
	LEVEL 3 TEXT AICP CERTIFICATION RENEWALS FOR PLANNING STAFF AND DIRECTOR. INCREASE \$500 DUE TO SENIOR PLANNER OBTAINING AMERICAN INSTITUTE OF CERTIFIED PLANNERS (AICP) CERTIFICATION. THE \$500 IS A ONE TIME COST IN FY19.					TEXT AMT 1,225	
						1,225	
001-1900-515.21-00	FICA TAXES	21,162	24,251	30,030	30,573	14,354	29,455
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE					TEXT AMT 28,875 580 29,455	
001-1900-515.22-00	RETIREMENT CONTRIBUTIONS	27,950	34,487	39,764	40,675	21,784	40,637
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 39,800 837 40,637	
001-1900-515.23-00	HEALTH INSURANCE	29,314	32,320	48,149	48,605	19,837	49,663
	LEVEL 3 TEXT HEALTH DENTAL LIFE INCREASE ON LIFE					TEXT AMT 46,133 2,495 1,015 20 49,663	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
001-1900-515.24-00	WORKER'S COMPENSATION	1,890	2,470	3,348	3,410	1,730	3,299
	LEVEL 3 TEXT					TEXT AMT	
							3,235
							64
							3,299
001-1900-515.25-00	UNEMPLOYMENT COMP	189	0	0	0	0	0
001-1900-515.26-00	EAP BENEFIT	166	168	243	248	104	251
	LEVEL 3 TEXT					TEXT AMT	
							251
							251
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*	PERSONNEL SERVICES	381,016	432,180	514,764	524,023	254,011	509,514
001-1900-515.31-13	OTHER PROF. SERVICES	3,055	0	10,000	10,000	7,195	37,000
	LEVEL 3 TEXT					TEXT AMT	
							37,000
	INCLUDES FUNDS FOR THE 10% MATCH FOR TPO FEASIBILITY STUDIES FOR SIDEWALK, TRAIL, TURN LANES, INTERSECTION ANALYSIS & TRAFFIC LIGHT IMPROVEMENTS. MATCH IS NOT CHARGED UNTIL LATE IN FY AFTER PROJECTS ARE RANKED IN THE SUMMER. *** *ANNUAL TRAFFIC REPORT FOR PLANNED INTERLOCAL AGREEMENT WITH VOLUSIA COUNTY AS WELL AS OTHER TRAFFIC STUDIES REQUIRED AS PART OF THE COMPREHENSIVE PLAN. *SURVEY COSTS FOR CITY BOUNDARY UPDATES *VOLUNTARY ANNEXATIONS & ADMIN. REZONINGS *CONDUCT THE REQUIRED CITY ANNUAL TRAFFIC COUNT *TRAFFIC IMPACT ANALYSIS REPORTS *TRAFFIC MODELS FOR WESTSIDE BUILDOUT TO SUPPORT GRANT APPLICATIONS & NEW ROADWAY PROPOSALS & TRAFFIC ENGINEERING REVIEW OF DEVELOPMENT PROPOSAL						37,000
001-1900-515.34-14	CONTRACT SERVICES OTHER	0	0	13,500	13,500	13,500	10,000
	LEVEL 3 TEXT					TEXT AMT	
							10,000

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
	LIFE OF THE STRUCTURE AND STORING HARD COPIES IS INEFFICIENT FOR RETRIEVAL AND TAKES UP VALUABLE SPACE.					10,000	
001-1900-515.40-00	TRAVEL PER DIEM	7,670	6,380	10,000	10,000	3,613	10,000
	LEVEL 3 TEXT *TRAINING & REQUIRED CONTINUING EDUCATION CLASSES FOR THE PLANNING STAFF AND DEPARTMENT DIRECTOR. REGISTRATIONS AND TRAVEL WHEN NEEDED FOR 5 PLANNERS AND 1 DIRECTOR OCCUR AFTER THE *STATE PLANNING CONFERENCE IN SEPTEMBER *WEBINARS *4 AICP PLANNERS REQUIRE CONTINUING EDUCATION FOR AICP CREDITS GOAL 6; OBJECTIVE 4					TEXT AMT 9,000	
						1,000	
						10,000	
001-1900-515.41-00	COMMUNICATION SERVICES	2,565	1,743	2,500	2,500	914	2,272
	LEVEL 3 TEXT PHONE LINES, MOBILE PHONES, AND OTHER COMMUNICATIONS GOAL 6; OBJECTIVE 2					TEXT AMT 2,272	
						2,272	
001-1900-515.44-13	FLEET FINANCING	2,572	2,572	1,286	1,286	965	1,286
	LEVEL 3 TEXT CLICK2GOV PLANNING & ENGINEERING AND CLICK2GOV BUSINESS LICENSES MODULES GOAL 6; OBJECTIVE 2					TEXT AMT 1,286	
						1,286	
001-1900-515.46-11	REGULAR MAINT/INSP EQUIP	2,122	2,124	2,100	2,100	2,010	3,000
	LEVEL 3 TEXT SERVICE CONTRACTS/OFFICE EQUIPMENT OFFICE COPY MACHINES INCL MTHLY MAINT & OVERAGE CHARGES. THE RICOH COPIER AND LARGE PLOTTER LEASE ENDS IN OCTOBER 2018. GOAL 6; OBJECTIVE 2					TEXT AMT 3,000	
						3,000	
001-1900-515.46-18	CONT MAINT/COMM EQUIP	0	0	0	0	23	0
001-1900-515.46-36	SOFTWARE MAINTENANCE	0	0	0	0	0	500
	LEVEL TEXT					TEXT AMT	

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
3	COVER MAINTENANCE COST OF THE GIS LICENSE GOAL 6; OBJECTIVE 2						500
							500
001-1900-515.47-00	PRINTING & BINDING	60	576	500	500	497	500
LEVEL 3	TEXT ZONING CHANGE SIGNS, BUSINESS CARDS, PLANS AND MAPS THAT ARE SENT OUT DUE TO SIZE OR COPIER MAINTENANCE, BROCHURES, AND MISC. PUBLIC EDUCATION MATERIALS. GOAL 4; OBJECTIVE 2					TEXT AMT 500	500
001-1900-515.49-01	ADVERTISING	403	0	200	633	583	200
LEVEL 3	TEXT COSTS INCURRED FOR ADVERTISING OPEN STAFF POSITIONS ON TRADE ORGANIZATION SITES (APA, FAPA, ETC.) GOAL 6; OBJECTIVE 1					TEXT AMT 200	200
001-1900-515.49-02	COMPUTER SOFTWARE	0	0	3,500	3,500	0	0
001-1900-515.49-66	TFR TO 506 BLDG MAINT FD	26,604	30,097	34,779	34,779	26,084	30,563
LEVEL 3	TEXT UPDATED FOR FY19					TEXT AMT 30,563 30,563	
001-1900-515.51-00	OFFICE SUPPLIES	3,488	2,455	2,250	2,250	1,647	2,750
LEVEL 3	TEXT STANDARD OFFICE SUPPLIES AND OTHER GRAPHICS SUPPLIES FOR STAFF OF 6. ALSO COVERS SUPPLIES FOR PLANNING COMMISSION, DEVELOPMENT REVIEW COMMITTEE, DISTRIBUTION OF FEASIBILITY STUDIES FOR REVIEW BY CITY STAFF, AND PREPARATION OF APPLICATIONS FOR TPO PROJECTS. GOAL 3; OBJECTIVE 2					TEXT AMT 2,750	2,750
001-1900-515.52-00	OTHER OPERATING SUPPLIES	824	75	1,000	1,000	192	1,000
LEVEL 3	TEXT *POSTS AND PROTECTIVE SHEETING USED FOR PUBLIC HEARING SIGNS, VARIANCES, REZONINGS, PUDS, PCDS AND ZONING AMENDMENTS.					TEXT AMT 1,000	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
	*OFFICE EQUIPMENT AND FURNITURE, CAMERA EQUIPMENT FOR SITE VISIT DOCUMENTATION, NOTIFICATIONS, AND FIELD TOOLS. *PURCHASE LIMITED FOOD FOR NEIGHBORHOOD & HOA MEETINGS. GOAL 6; OBJECTIVE 2 *****						
						1,000	
001-1900-515.52-10	GAS,DIESEL,OIL,& GREASE	0	0	225	225	0	250
	LEVEL 3 TEXT EST 100 GALLONS @ \$2.50 PER GAL (\$/GAL-TP 6/28/18) WITH SWITCH FROM DIVISION CAR TO DEPARTMENT POOL CAR, THE USE OF A VEHICLE HAS REDUCED. GOAL 6; OBJECTIVE 4					TEXT AMT 250	
						250	
001-1900-515.52-15	POSTAL SERVICE	2,161	473	2,000	3,750	184	2,000
	LEVEL 3 TEXT POSTAGE FOR GENERAL OFFICE MAIL, CERTIFIED MAIL FOR PUBLIC HEARING NOTICES, AND STATE PLANNING TRANSMITTAL. THERE WAS AN INCREASE IN THE NUMBER OF REDEVELOPMENT PROJECTS THAT REQUIRED VARIANCES OR SPECIAL EXCEPTIONS IN LAST FISCAL YEAR 17 AND IT WAS ANTICIPATED THAT THIS TREND WILL CONTINUE AS EXISTING SITES ARE REDEVELOPED. THAT INCREASE HAS NOT OCCURRED IN THE CURRENT FY TO DATE BUT IS EXPECTED TO CONTINUE IN THE FUTURE. GOAL 6; OBJECTIVE 4					TEXT AMT 2,000	
						2,000	
001-1900-515.54-00	DUES & MEMBERSHIPS	3,035	4,129	5,500	4,000	2,014	4,500
	LEVEL 3 TEXT PLANNING STAFF AND DIRECTOR MEMBERSHIPS IN PROFESSIONAL ORGANIZATIONS INCLUDING APA, URBAN LAND INSTITUTE, ICSC AND INSTITUTE OF TRANSPORTATION ENGINEERS. SEVERAL RENEWALS OCCUR AFTER THE MIDPOINT OF THE FY. NOTE: EXPENDITURES WERE LOWER IN FY16 BECUASE THE DIRECTOR'S DUES WERE NOT PAID BY PORT ORANGE BUT ARE AGAIN INCLUDED. ALSO MEMBERSHIP FOR THE NEW PLANNER WILL BE ADDED. GOAL 6; OBJECTIVE 4					TEXT AMT 4,500	
						4,500	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
001-1900-515.54-01	BOOKS & SUBSCRIPTIONS	764	349	750	450	70	750
	LEVEL 3 TEXT ZONING, TRANSPORTATION, TRADE MAGAZINE SUBSCRIPTIONS, AND OTHER PUBLICATIONS SUCH AS PARKING AND TRIP GENERATION MANUALS. MONTHLY SUBSCRIPTION FEE FOR ADOBE CREATIVE CLOUD LICENSE. GOAL 6; OBJECTIVE 4					TEXT AMT 750	750
							750
*	OPERATING EXPENSE	55,323	50,973	90,090	90,473	59,491	106,571
001-1900-515.63-97	PROJ CAPITAL OUTLAY	10,000	0	0	0	0	0
*	CAPITAL OUTLAY	10,000	0	0	0	0	0
**	PLANNING & DEV DIVISION	446,339	483,153	604,854	614,496	313,502	616,085

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
CODE ENFORCEMENT							
001-1902-515.12-00	SALARIES AND WAGES	240,772	245,187	251,465	120,787	123,342	0
001-1902-515.14-00	OVERTIME	421	1,380	1,000	142	12	0
001-1902-515.15-10	CERTIFICATIONS/LICENSES	0	0	0	0	130	0
001-1902-515.21-00	FICA TAXES	16,144	16,835	19,317	8,588	8,769	0
001-1902-515.22-00	RETIREMENT CONTRIBUTIONS	33,682	36,970	39,409	19,527	19,831	0
001-1902-515.23-00	HEALTH INSURANCE	32,446	35,425	40,546	19,508	19,663	0
001-1902-515.24-00	WORKER'S COMPENSATION	1,815	1,742	2,170	1,142	1,163	0
001-1902-515.26-00	EAP BENEFIT	184	186	206	104	106	0
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* PERSONNEL SERVICES		325,464	337,725	354,113	169,798	173,016	0
001-1902-515.31-12	LEGAL SERVICES	14,823	10,004	20,000	3,100	8,100	0
LEVEL 3	TEXT					TEXT AMT	
	FUNDING FOR THE SPECIAL MAGISTRATE AND CODE ATTORNEY. THERE ARE 22 SCHEDULED MAGISTRATE HEARINGS FOR THE YEAR. HEARINGS ARE AVERAGING 1.5 HOURS LONG. SOME CASES ARE OF A COMPLEX NATURE AND REQUIRE THE ASSISTANCE OF THE CODE ATTORNEY TO PROSECUTE. IT IS ANTICIPATED THERE WILL BE 12 APPEARANCES FOR THE STAFF ATTORNEY. Goal:4 ; Objective:1					20,000	

	FUNDING MOVED TO CITY ATTORNEY'S OFFICE 001-1300. (LP 4-11-18)					20,000-	

001-1902-515.31-13	OTHER PROF. SERVICES	5,384	0	0	0	0	0
LEVEL 3	TEXT					TEXT AMT	
	DECREASE DUE TO FUNDS MOVED TO LINE 34-14						
001-1902-515.34-14	CONTRACT SERVICES OTHER	5,475	22,687	25,000	5,925	9,675	0
001-1902-515.40-00	TRAVEL PER DIEM	3,750	3,046	4,100	3,308	1,963	0
001-1902-515.41-00	COMMUNICATION SERVICES	6,911	7,896	6,100	4,380	5,111	0
001-1902-515.44-13	FLEET FINANCING	11,251	15,175	17,448	8,724	10,178	0
001-1902-515.45-19	VEHICLE INSURANCE	2,608	1,934	2,163	1,082	1,442	0
001-1902-515.46-11	REGULAR MAINT/INSP EQUIP	2,122	2,855	3,650	1,641	3,559	0
001-1902-515.46-12	VEH MAINT/REPAIR	6,148	5,838	4,000	3,455	3,455	0
001-1902-515.46-18	CONT MAINT/COMM EQUIP	210	0	0	0	23	0
001-1902-515.46-27	ANNUAL FLEET MAINT CHR	0	0	2,650	1,325	2,650	0
001-1902-515.47-00	PRINTING & BINDING	1,258	89	500	500	695	0
001-1902-515.49-01	ADVERTISING	0	0	0	483	1,173	0
001-1902-515.49-16	COMPUTER HARDWARE	2,874	0	0	0	0	0
001-1902-515.49-19	TAXES, LICENSES, AND FEES	477	851	0	0	464	0
001-1902-515.49-66	TFR TO 506 BLDG MAINT FD	18,479	20,906	35,050	35,050	26,287	0
001-1902-515.51-00	OFFICE SUPPLIES	2,341	2,193	2,000	1,275	1,275	0

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
001-1902-515.52-00	OTHER OPERATING SUPPLIES	486	422	500	450	477	0
001-1902-515.52-10	GAS, DIESEL, OIL, & GREASE	3,484	4,574	4,050	3,516	3,516	0
001-1902-515.52-12	UNIFORMS	657	795	1,000	182	182	0
001-1902-515.52-15	POSTAL SERVICE	4,953	3,318	4,500	791	1,021	0
001-1902-515.54-00	DUES & MEMBERSHIPS	710	435	850	200	200	0
001-1902-515.54-01	BOOKS & SUBSCRIPTIONS	143	0	350	246	246	0
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*	OPERATING EXPENSE	94,544	103,018	133,911	75,633	81,692	0
001-1902-515.64-15	ADP EQUIPMENT	8,840	0	0	2,040	155-	0
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*	CAPITAL OUTLAY	8,840	0	0	2,040	155-	0
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**	CODE ENFORCEMENT	428,848	440,743	488,024	247,471	254,553	0

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 BASE REQ
001-1903-515.34-14	CONTRACT SERVICES OTHER	0	0	4,500	4,500	4,500	10,000
	LEVEL 3 TEXT OUTSOURCING SCANNING OF DECADES OF ARCHIVED SUBDIVISION, SITE PLANS, ZONING AND OTHER NON-BUILDING DEVELOPMENT PLANS. FLORIDA STATUTES REQUIRES RETAINING INFRASTRUCTURE RECORDS FOR THE LIFE OF THE STRUCTURE AND STORING HARD COPIES IS INEFFICIENT FOR RETRIEVAL AND TAKES UP VALUABLE SPACE. *****					TEXT AMT 10,000	
						10,000	
001-1903-515.40-00	TRAVEL PER DIEM	2,440	2,061	3,175	3,175	2,220	3,175
	LEVEL 3 TEXT FUNDS FOR TRAINING FOR REQUIRED CEU'S FOR MANAGER /LANDSCAPE ARCHITECT & PROFESSIONAL ENGINEERS. MOST TRAINING FOR THE ENGINEERING STAFF OCCURS AFTER THE MIDPOINT OF THE FY.					TEXT AMT 3,175	
						3,175	
001-1903-515.41-00	COMMUNICATION SERVICES	1,692	1,533	1,650	1,650	895	1,524
	LEVEL 3 TEXT FUNDING FOR MOBILE PHONE AND AIR CARD FOR THE CONSTRUCTION INSPECTOR. FULL TIME IN-HOUSE INSPECTOR IN THE FIELD ALL DAY. **REDUCED \$126.00- IN FY18, THE COST OF LONG DISTANCE FEES WERE CHARGE TO EACH DIVISION. IT WAS CALCULATED BY THE CITY'S SERVICE FEE DIVIDED BY THE NUMBER OF PHONES IN THE DIVISION. IN FY19, THE CITY PURCHASE A BUNDLE OF LONG DISTANCE MINUTES AT A LOWER COST AND WOULD BE BUDGETED IN IT.					TEXT AMT 1,524	
						1,524	
001-1903-515.44-13	FLEET FINANCING	0	4,733	9,942	9,942	7,457	9,942
	LEVEL 3 TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 9,942 9,942	
001-1903-515.45-19	VEHICLE INSURANCE	373	773	865	865	649	1,143
	LEVEL 3 TEXT UPDATED FOR FY19					TEXT AMT 1,143	

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
						1,143	
001-1903-515.46-11	REGULAR MAINT/INSP EQUIP	2,122	2,124	2,100	2,100	2,010	3,000
	LEVEL 3 TEXT TO PAY PERCENTAGE OF MAINTENANCE AGREEMENT ON DEPT COPIER AND LARGE PLAN "BLUEPRINT" COPIER. THE RICOH COPIER LEASE ENDS IN OCTOBER 2018. CD WILL NEED TO SELECT ANOTHER COMPANY TO LEASE A COPIER FROM. THE \$700 INCREASE IS DUE TO THE LEASE FOR THE RICOH SPLIT BETWEEN 4 DIVISIONS (\$8,400/4 = \$2,100). WITH CODE MOVING TO PD THE COPIER LEASE COST WILL BE SPLIT BETWEEN 3 DIVISIONS (\$8,400/3 = \$2,800). CD IS COLLECTING QUOTES TO LEASE A NEW COPIER FROM VARIOUS COMPANIES.					TEXT AMT 3,000	
						3,000	
001-1903-515.46-12	VEH MAINT/REPAIR	2,092	5,325	1,000	1,000	1,112	1,000
	LEVEL 3 TEXT MAINTENANCE FOR NORMAL WEAR AND TEAR ON 2 VEHICLES FULL TIME IN-HOUSE INSPECTOR DRIVING VEHICLE DAILY, PLUS INTERMITTENT DRIVING BY REST OF DIVISION THROUGHOUT THE FY FOR SITE INSPECTIONS.					TEXT AMT 1,000	
						1,000	
001-1903-515.46-18	CONT MAINT/COMM EQUIP	100	0	0	0	23	0
001-1903-515.46-27	ANNUAL FLEET MAINT CHRG	0	0	795	795	795	795
001-1903-515.46-36	SOFTWARE MAINTENANCE	0	0	0	0	0	1,200
	LEVEL 3 TEXT INTERCONNECTED CHANNEL AND POND ROUTING (ICPR) SUBSCRIPTION FOR STORMWATER DESIGN REVIEW GOAL 6; OBJECTIVE 2					TEXT AMT 1,200	
						1,200	
001-1903-515.47-00	PRINTING & BINDING	60	451	200	200	46	200
	LEVEL 3 TEXT TO PAY FOR PRINTING OF CRS OUTREACH MATERIAL, NPDES OUTREACH MATERIAL, POSSIBLE PLANS FOR CAPITAL PROJECTS AND LANDSCAPE PLANS.					TEXT AMT 200	
						200	
001-1903-515.49-01	ADVERTISING	0	0	0	483	483	0
001-1903-515.49-02	COMPUTER SOFTWARE	1,250	1,200	700	1,200	1,200	0
001-1903-515.49-16	COMPUTER HARDWARE	575	0	150	150	0	150

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
		LEVEL 3	TEXT GOAL 6; OBJECTIVE 2			TEXT AMT 150 150	
001-1903-515.49-66	TFR TO 506 BLDG MAINT FD	15,951	18,048	24,324	24,324	18,243	23,329
		LEVEL 3	TEXT UPDATED FOR FY19			TEXT AMT 23,329 23,329	
001-1903-515.51-00	OFFICE SUPPLIES	2,334	2,185	1,750	1,750	1,568	2,100
		LEVEL 3	TEXT STANDARD OFFICE SUPPLIES FOR STAFF OF 5.			TEXT AMT 2,100 2,100	
001-1903-515.52-00	OTHER OPERATING SUPPLIES	162	949	750	750	500	750
		LEVEL 3	TEXT OFFICE EQUIPMENT INCLUDING THUMB DRIVES AND CAD ITEMS FOR SMALL DESIGN PROJECTS, DIGITAL CAMERA, SD CARDS AND READERS, AND OFFICE FURNITURE. GOAL 6; OBJECTIVE 2			TEXT AMT 750 750	
001-1903-515.52-10	GAS, DIESEL, OIL, & GREASE	159	1,739	1,350	1,350	2,026	1,500
		LEVEL 3	TEXT EST 600 GALLONS @ \$2.50/GALLON (\$/GAL TP 6/28/18) FULL TIME IN-HOUSE CONSTRUCTION INSPECTOR DRIVING VEHICLE ALL DAY AND INTERMITTENT USE BY REST OF STAFF FOR SITE INSPECTIONS.			TEXT AMT 1,500 1,500	
001-1903-515.52-12	UNIFORMS	0	84	300	300	172	300
		LEVEL 3	TEXT UNIFORMS FOR CONSTRUCTION INSPECTOR: SHIRTS, PANTS AND JACKET.			TEXT AMT 300 300	
001-1903-515.52-15	POSTAL SERVICE	75	160	325	2,075	15	325
		LEVEL 3	TEXT OCCASIONAL OFFICE MAILINGS, REQUIRED MAILINGS FOR CRS REPETITIVE LOSS AREA NOTIFICATIONS AND PUBLIC OUTREACH.			TEXT AMT 325	

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							325
001-1903-515.54-00	DUES & MEMBERSHIPS	570	150	1,125	725	0	625
	LEVEL 3 TEXT TO PAY FOR REQUIRED PROFESSIONAL MEMBERSHIPS AND PROFESSIONAL PUBLICATIONS. RENEWALS FOR ENGINEERING STAFF OCCUR AFTER THE MIDPOINT OF THE FY. GOAL 6; OBJECTIVE 4					TEXT AMT	625
							625
001-1903-515.54-01	BOOKS & SUBSCRIPTIONS	1,150	87	200	100	80	200
	LEVEL 3 TEXT CODE BOOKS, MANUALS AND OTHER PUBLICATIONS.					TEXT AMT	200 200
*	OPERATING EXPENSE	46,023	95,483	105,201	176,702	152,279	126,858
**	ENGINEERING DIVISION	513,361	553,764	608,559	613,681	414,590	585,114
***	COMMUNITY DEVELOPMENT	1,388,548	1,477,660	1,701,437	1,475,648	982,645	1,201,199

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001-3100-522.12-00	FIRE SERVICES FIRE SERVICES SALARIES & WAGES	3,369,195	3,258,202	3,421,085	3,440,904	2,457,670	3,567,972
	LEVEL 3 TEXT					TEXT AMT	
						CURRENT STAFF (REG. SALARIES, SPECIALTY PAY, LEAVE BUY BACK, HOLIDAY PAY, ETC.)	3,475,641
						WAGE INCREASE	92,331
							3,567,972
001-3100-522.14-00	OVERTIME	224,117	206,223	220,000	220,000	171,839	233,000
	LEVEL 3 TEXT					TEXT AMT	
						HISTORICAL BASE OVERTIME	198,000
						**POTENTIAL COST FOR AHA/CPR CLASSES FOR CITIZENS	3,000
						**TRANSPORT OVERTIME EXPOSURE WILL BE 164,000 IF ADDITIONAL PERSONNEL ARE NOT HIRED. (2 OT SLOTS TIMES 12 HRS TIMES 5 DAYS/WK TIMES 52 WKS.)	
						NOTE: POTENTIAL REVENUES FROM THE PROGRAM COULD OFFSET COSTS.	
						**ADDT'L CBA OT EXPOSURE	12,000
						**SWAT MEDIC PROGRAM (2 MEDICS/SHIFT)	20,000
							233,000
001-3100-522.15-10	CERTIFICATION/LICENSES	1,050	2,895	2,960	2,960	0	2,960
	LEVEL 3 TEXT					TEXT AMT	
						EMT AND PM CERTIFICATION RENEWALS	2,600
						** REIMBURSEMENT COSTS FOR PERSONNEL RECEIVING DE AND OFFICER STATE CERTIFICATION	360
						*EMT AND PM BI-ANNUAL CERTIFICATION (2020=\$11,200)	
							2,960
001-3100-522.21-00	FICA TAXES	261,709	253,456	278,577	280,091	191,966	290,809
	LEVEL 3 TEXT					TEXT AMT	
						CURRENT STAFF	283,740
						WAGE INCREASE	7,069
							290,809
001-3100-522.22-00	RETIREMENT CONTRIBUTIONS	2,849,858	2,476,417	2,619,896	2,669,270	1,921,601	2,437,178
	LEVEL 3 TEXT					TEXT AMT	
						CURRENT STAFF	2,369,956
						WAGE INCREASE	67,222

						2 EMPLOYEES ENTER DROP	
							2,437,178

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
001-3100-522.22-10	STATE INS PREMIUM TAX	0	351,038	0	0	0	351,038
	LEVEL 3 TEXT OFFSET WITH REVENUE (001-0000-312.51-00)					TEXT AMT 351,038 351,038	
001-3100-522.23-00	HEALTH INSURANCE	359,740	401,163	440,895	440,926	314,085	442,878
	LEVEL 3 TEXT HEALTH DENTAL LIFE INCREASE ON LIFE					TEXT AMT 412,620 22,320 7,717 221 442,878	
001-3100-522.24-00	WORKER'S COMPENSATION	56,441	63,448	75,764	76,226	59,268	77,699
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 75,828 1,871 77,699	
001-3100-522.26-00	EAP BENEFIT	2,075	1,931	2,237	2,237	1,506	2,246
	LEVEL 3 TEXT CURRENT STAFF					TEXT AMT 2,246 2,246	
* PERSONNEL SERVICES		7,124,185	7,014,773	7,061,414	7,132,614	5,117,935	7,405,780
001-3100-522.31-13	OTHER PROF. SERVICES	11,000	11,000	0	0	0	11,500
	LEVEL 3 TEXT POTENTIAL LT/BC PROMOTIONAL TESTING					TEXT AMT 11,500 11,500	
001-3100-522.34-13	UNIFORM CLEANING	1,025	1,030	1,100	1,100	607	1,100
	LEVEL 3 TEXT DRY CLEANING OF UNIFORMS ALTERATIONS PATCHES, HEMMING, ETC.					TEXT AMT 1,100 1,100	
001-3100-522.34-14	CONTRACT SERVICES OTHER	0	6,643	0	22,800	0	0
001-3100-522.34-15	TEMP HELP SERVICE FEE	0	3,193	0	0	0	0
001-3100-522.40-00	TRAVEL PER DIEM	6,146	2,003	5,000	5,000	4,195	5,000

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
3	MOBILE/BASE/PORTABLE RADIO REPAIRS (NON WARRANTY) *INCLUDES BATTERIES, LAPEL MICS, AND HOLDERS FIRE EQUIPMENT REPAIRS FIRE EXTINGUISHER RECHARGE/REPAIR APPARATUS REPAIRS FOR BUNKER GEAR AND STRAPS APPARATUS GENERATORS (PORTABLE) REPAIRS MISC REPAIRS						5,000 2,500 1,500 2,000 1,500 500 13,000
001-3100-522.46-11	REGULAR MAINT/INSP EQUIP	25,792	18,672	38,950	39,110	17,771	39,800
LEVEL 3	TEXT LIFE PAK ANNUAL MAINT.CONTRACT LADDER TESTING ANNUAL (REQ. BY NFPA 1932) CASCADE SYSTEM CONTRACT (FILL SCBA BOTTLES) FITNESS EQUIPMENT MAINTENANCE CONTRACT AMKUS/TNT TOOL MAINTENANCE ANNUAL SCBA FACE MASK/REGULATOR FLOW TESTING SCBA PARTS AND REPAIRS HYDROSTATIC TESTING OF AIR PACKS & O2 BOTTLES PUMP TESTING **FIT TEST MACHINE CALIBRATION					TEXT AMT 14,800 3,200 4,150 3,200 6,000 2,500 2,500 500 2,100 850 39,800	
001-3100-522.46-12	VEH MAINT/REPAIR	175,231	173,276	170,000	170,000	115,401	170,000
001-3100-522.46-16	BUILDING MAINT	6,605	2,882	3,000	3,585	150	3,000
LEVEL 3	TEXT CARPET & TILE CLEANING AT ALL 5 FIRE STATIONS					TEXT AMT 3,000 3,000	
001-3100-522.46-18	CONT MAINT/COMM. EQUIP	11,037	9,888	12,000	10,200	8,669	10,500
LEVEL 3	TEXT HARRIS CONTRACT FOR RADIOS					TEXT AMT 10,500 10,500	
001-3100-522.46-27	ANNUAL FLEET MAINT CHARGE	0	0	44,936	44,936	44,936	44,936
001-3100-522.47-00	PRINTING AND BINDING	2,397	1,860	2,500	2,500	1,615	2,200
LEVEL 3	TEXT INSPECTION FORMS EMS REPORT FORMS PARS TAGS					TEXT AMT 1,000 1,000 200 2,200	
001-3100-522.48-04	PUB RELATION ACTIVITY	916	3,927	2,250	6,250	4,199	5,000
LEVEL	TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
3	VARIOUS PROGRAMS/ITEMS AS FOLLOWS: *SMOKE DETECTOR REPLACEMENT PROGRAM *MISC. EDUCATIONAL ITEMS FOR CITY SPONSORED EVENTS (KIDS HELMETS,PAMPHLETS,COLORING BOOKS,CRAYONS) (INCREASING DUE TO PUBLIC ED SPECIALIST PROGRAMS WITHIN THE SCHOOLS) *EMERGENCY MANAGEMENT OUTREACH/NATIONAL PREP (VARIOUS OUTREACH SOURCES TO BE BOUGHT AND GIVEN OUT DURING COMMUNITY ENGAGEMENT ACTIVITIES AT PARKS AND RECREATION EVENTS, HOA MEETINGS, ETC.) -----						5,000
							5,000
001-3100-522.49-02	COMPUTER SOFTWARE	0	3,769	9,000	9,000	0	6,000
LEVEL 3	TEXT TARGET SAFETY PROGRAM					TEXT AMT 6,000 6,000	
001-3100-522.49-14	FURN. & FIXTURES NON-CAP	18,589	20,521	2,000	2,000	693	2,000
LEVEL 3	TEXT MISC FURNITURE ADDITIONS					TEXT AMT 2,000 2,000	
001-3100-522.49-16	COMPUTER HARDWARE	9,491	2,695	2,400	2,400	0	0
LEVEL 3	TEXT AWAITING COUNTY DECISION ON FIREHOUSE SOFTWARE ***** CITY PROJECT FIR025 ESTABLISHED AND THE \$2,400 BUDGETED IN FY18 HAS BEEN ATTACHED TO IT FOR THE IPADS					TEXT AMT	
001-3100-522.49-19	TAXES, LICENSES, AND FEES	0	0	0	1,550	1,550	0
LEVEL 3	TEXT ALS LICENSE RENEWAL EVERY 2 YEARS					TEXT AMT	
001-3100-522.49-20	EQUIP & OTHER NON-CAPITAL	3,821	6,579	17,025	4,322	3,919	3,500
LEVEL 3	TEXT NEW RADIO FOR NEW BRUSH 74					TEXT AMT 3,500 3,500	
001-3100-522.49-66	TFR TO 506 BLDG MAINT FD	245,512	380,421	460,671	460,671	345,503	485,691
LEVEL 3	TEXT UPDATED FOR FY19					TEXT AMT 485,691 485,691	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 BASE REQ
001-3100-522.51-00	OFFICE SUPPLIES	3,851	4,892	5,000	5,000	1,763	5,000
	LEVEL 3 TEXT					TEXT AMT	
							500
							150
							1,000
							450
							900
							2,000
							5,000
001-3100-522.52-00	OPERATING SUPPLIES	42,606	35,455	36,300	34,750	15,259	36,300
	LEVEL 3 TEXT					TEXT AMT	
							3,000
							2,800
							4,800
							2,000
							2,700
							2,000
							1,450
							1,000
							6,000
							2,500
							4,000
							1,500
							1,250
							1,300
							36,300
001-3100-522.52-10	GAS, DIESEL, OIL, & GREASE	36,191	43,454	45,000	45,000	36,989	59,250
	LEVEL 3 TEXT					TEXT AMT	
							11,250
							30,000
							18,000
							59,250
001-3100-522.52-11	JANITORIAL SUPPLIES	7,481	7,395	7,600	7,600	6,917	9,250
	LEVEL 3 TEXT					TEXT AMT	
							3,000
							3,500
							1,000

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
	MOPS/BUCKETS/BRUSHES/COOLER/BROOMS/ MISC SUPPLIES						1,250 500 9,250
001-3100-522.52-12	UNIFORMS	69,681	51,551	63,625	73,405	41,028	77,350
	LEVEL 3 TEXT					TEXT AMT	
	BRUSHFIRE GOGGLES, HELMETS, GEAR, RESPIRATORS						3,500
	SEARCH & RESCUE LIGHTS AND BULBS REPLACE						3,000
	NAME TAGS, COLLAR BRASS & BADGES						2,500
	NOMEX HOODS & BUNKER BOOTS						4,800
	UNIFORM T-SHIRTS, SWEATSHIRTS, KNIT CAPS, POLO						15,000
	UNIFORM PANTS, BELTS						9,500
	HELMETS AND FACESHIELDS						6,000
	UNIFORMS NEEDS MISC.						1,800
	UNIFORM BOOTS (REPLACED AS NEEDED)						4,500
	REPLACE 10 SETS BUNKER GEAR @ \$2,325 EACH NFPA (1851 PLACES A 10 YEAR EXPIRATION DATE ON BUNKER GEAR & WE HAVE A CONTINUOUS ROTATION OF EMPLOYEES THAT HAVE GEAR NEARING THE EXPIRATION DATE. WE REMOVE THE GEAR 2 YEARS EARLY & PLACE IN A POOL OF GEAR AVAILABLE TO ALL EMPLOYEES. EXPOSURE TO CONTAINMENANTS REQUIRE GEAR TO BE TAKEN OUT OF SERVICE AND CLEANED.)						23,250
	BRUSHFIRE BOOTS						
	SURVIVOR FLASH LIGHTS						
	DRESS SHOES FOR EVENTS WHERE CLASS A/B IS WORN						2,500
	MISC GEAR						1,000
							77,350
001-3100-522.52-15	POSTAL SERVICE	404	3,921	500	500	119	500
	LEVEL 3 TEXT					TEXT AMT	
	BASED ON CURRENT USAGE						500
	MAILING OF HAZARDOUS USE PERMITS						
	DEPARTMENT ITEMS SENT FOR REPAIR						
	CERTIFIED MAIL ITEMS						
							500
001-3100-522.52-16	MEDICAL & LAB SUPPLIES	40,703	33,616	53,000	53,000	41,843	55,000
	LEVEL 3 TEXT					TEXT AMT	
	VARIOUS ITEMS AS FOLLOWS:						53,000
	OXYGEN						
	AIRWAY ADJUNCTS & RELATED RESPIRATORY EQUIPMENT						
	CARDIAC MONITOR SUPPLIES						
	BASIC LIFE SUPPORT SUPPLIES						
	DRUGS & SOLUTIONS						

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
	AED PUBLIC ACCESS DEFIBRILLATOR PROGRAM SUPPLIES						
	EMS TRAINING EQUIPMENT AND SUPPLIES						
	MISC. MEDICAL SUPPLIES (GLOVES, SCOPES, BACKBOARD, BANDAGING, IV, CATHETER, ETC)						
	OTHER MISC SUPPLIES						2,000

	DUE TO FLUID AND DRUG SHORTAGES AND CHANGES IN MED PROTOCOL, PRICES HAVE INCREASED						55,000
001-3100-522.52-17	CPR/EMS PROGRAM SUPPLIES	6,289	6,339	8,000	8,489	7,021	11,500
	LEVEL 3 TEXT					TEXT AMT	
	CARD STOCK FOR AHA TRAINING CENTER						6,000
	DVDS, BOOKS, INSTRUCTOR MATERIALS FOR AMERICAN HEART ASSOCIATION (AHA) TRAINING CENTER						
	*INCREASE DUE TO AHA UPDATE WHICH REQUIRES ALL NEW TRAINING MATERIALS AS WELL AS NEW AED'S FOR STUDENT/INSTRUCTOR CERTIFICATIONS						2,000
	**INCREASE IN BUDGET DUE TO MONTHLY CPR CLASS GIVEN TO THE COMMUNITY. THIS COST WILL BE OFFSET BY THE MONIES RECEIVED FROM THE CLASSES AND RETURNED TO THE GENERAL FUND. IT ALSO INCLUDE THE PURCHASE OF 10 CPR MANIKINS.						
	***OFFSET IN REVENUE TO COVER EXPENSES						
	**MANIKIN FEEDBACK DEVICES REQUIRED BY AHA						3,500
	***CPR & COMPANY OFFICER PROGRAMS HAVE GENERATED \$12,460 IN REVENUE IN FY18 TO DATE						11,500
001-3100-522.52-18	SHARPS PROGRAM SUPPLIES	813	605	880	818	605	0
001-3100-522.54-00	DUES & MEMBERSHIPS	1,144	1,261	2,065	2,065	1,079	2,065
	LEVEL 3 TEXT					TEXT AMT	
	INTL. ASSOC. OF FIRE CHIEFS						750
	FLORIDA FIRE CHIEFS ASSOC. (DEPT MEMBERSHIP)						665
	VOLUSIA COUNTY FIRE CHIEFS ASSOC (DEPT MEMBERSHIP)						150
	EAST CENTRAL FLORIDA FIRE INSPECTORS ASSOC.						200
	FLORIDA EMERGENCY PREPAREDNESS ASSOC.						100
	NATIONAL FIRE PROTECTION ASSOC.						200
	**SLIGHT INCREASE IN THE FFCA						
							2,065
001-3100-522.54-01	BOOKS & SUBSCRIPTIONS	1,480	4,311	4,500	4,000	2,874	4,500
	LEVEL 3 TEXT					TEXT AMT	
	NFPA CODES RENEWAL						1,500
	STATION LIBRARY FOR STAFF DEVELOPMENT.... THE						2,000

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
	DEPARTMENT IS REQUIRED PER CONTRACT TO FURNISH BOOKS RELATED TO PROMOTIONAL PROCESSES PURCHASE INSTRUCTOR MANUALS FOR IN-HOUSE TRAINING CLASSES. DRIVER ENGINEER, FIRE OFFICER, AND FIRE INSPECTOR SERIES.						1,000
							4,500
*	OPERATING EXPENSE	1,143,689	1,341,861	1,538,462	1,564,806	1,096,677	1,666,458
001-3100-522.63-97	PROFESSIONAL SERVICES	0	0	0	22,500	21,370	6,000
	LEVEL 3 TEXT **MOVED FROM 001-3100-522-64-00 05-11-18** PORTABLE TRAINING PROPS...FORCIBLE ENTRY AND CONFINED SPACE PROPS FOR TRAINING					TEXT AMT	6,000
							6,000
001-3100-522.64-00	MACH & EQUIPMENT	0	20,702	6,000	15,981	16,111	0
	LEVEL 3 TEXT **PORTABLE TRAINING PROPS... FORCIBLE ENTRY AND CONFINED SPACE PROPS FOR TRAINING OUR PERSONNEL ***** MOVED TO 001-3100-522-63-97 05-11-18 NT					TEXT AMT	6,000
							6,000-
*	CAPITAL OUTLAY	0	20,702	6,000	38,481	37,481	6,000
001-3100-522.99-10	CONTINGENCY	0	0	0	5,989	0	0
*	NON-OPERATING EXPENSE	0	0	0	5,989	0	0
**	FIRE SERVICES	8,267,874	8,377,336	8,605,876	8,741,890	6,252,093	9,078,238
***	FIRE SERVICES	8,267,874	8,377,336	8,605,876	8,741,890	6,252,093	9,078,238

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
POLICE POLICE 001-3200-521.12-00	SALARIES AND WAGES	4,906,405	5,010,128	5,382,597	5,469,984	3,817,433	5,633,854
	LEVEL 3					TEXT AMT	
						CURRENT STAFF (SPECIALTY PAY, INCENTIVE PAY, SPECIAL DUTY PAY, LEAVE BUY BACK, ETC)	5,467,993
						WAGE INCREASE	127,921
						NEW: POLICE OFFICER	37,940
							5,633,854
001-3200-521.12-12	ADD. SALARY & BENEFITS	0	3,000	0	0	0	0
001-3200-521.14-00	OVERTIME	473,845	613,242	485,000	477,000	360,910	485,000
	LEVEL 3					TEXT AMT	
						DEPARTMENT OVERTIME- UNSCHEDULED OT (ERT, CID, SHIFT COVERAGE, CRITICAL INCIDENTS, LATE CALLS/ARREST, ETC.)	485,000
						SCHEDULED OT (BIKE WEEK, RACE WEEK, FAIRS, BIKETOVERFEST, 4TH OF JULY, YMCA RUNS, BUBB RUN, XMAS PARADE, ETC.)	
							485,000
001-3200-521.21-00	FICA TAXES	382,443	406,727	448,923	454,221	303,497	468,158
	LEVEL 3					TEXT AMT	
						CURRENT STAFF	455,465
						WAGE INCREASE	9,790
						NEW: POLICE OFFICER	2,903
							468,158
001-3200-521.22-00	RETIREMENT CONTRIBUTIONS	3,290,650	2,911,661	3,331,867	3,397,272	2,396,618	3,184,284
	LEVEL 3					TEXT AMT	
						CURRENT STAFF (INCLUDING CBA WAGE AGREEMENTS)	3,097,040
						WAGE INCREASE	65,284
						NEW: POLICE OFFICER	21,960
							3,184,284
001-3200-521.22-10	STATE INS PREMIUM TAX	0	397,680	0	0	0	397,680
	LEVEL 3					TEXT AMT	
						OFFSET WITH REVENUE (001-0000-312.52-00)	397,680
							397,680
001-3200-521.23-00	HEALTH INSURANCE	593,090	632,851	813,216	812,801	521,294	831,814
	LEVEL					TEXT AMT	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
3	HEALTH					770,225	
	DENTAL					41,664	
	LIFE					12,289	
	INCREASE ON LIFE					295	
	NEW: POLICE OFFICER						
	HEALTH					6,877	
	DENTAL					372	
	LIFE					92	
						831,814	
001-3200-521.24-00	WORKER'S COMPENSATION	72,854	78,102	96,972	98,186	72,929	99,892
LEVEL 3	TEXT					TEXT AMT	
	CURRENT STAFF (INC: SPECIALTY PAY, HOLIDAY PAY,					97,168	
	WAGE INCREASE					2,065	
	NEW: POLICE OFFICER					659	
						99,892	
001-3200-521.25-00	UNEMPLOYMENT COMP	1,307	0	0	0	0	0
001-3200-521.26-00	EAP BENEFIT	3,606	3,600	4,175	4,172	2,903	4,230
LEVEL 3	TEXT					TEXT AMT	
	CURRENT STAFF					4,193	
	NEW: POLICE OFFICER					37	
						4,230	
001-3200-529.12-00	SALARY AND WAGES	0	0	0	105,493	39,070	208,494
LEVEL 3	TEXT					TEXT AMT	
	CURRENT STAFF					203,313	
	WAGE INCREASE					5,181	
						208,494	
001-3200-529.14-00	OVERTIME	0	0	0	858	4	1,000
LEVEL 3	TEXT					TEXT AMT	
	UNSCHEDULED OT (LATE CALLS, SIGN PICK UP, ETC.)					1,000	
						1,000	
001-3200-529.15-10	CERTIFICATIONS/LICENSES	0	0	0	0	210	0
001-3200-529.21-00	FICA TAXES	0	0	0	8,890	2,874	16,030
LEVEL 3	TEXT					TEXT AMT	
	CURRENT STAFF					15,634	
	WAGE INCREASE					396	
						16,030	
001-3200-529.22-00	RETIREMENT CONTRIBUTIONS	0	0	0	12,507	6,135	41,519

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 40,417 1,102 41,519	
001-3200-529.23-00	HEALTH INSURANCE	0	0	0	18,900	6,776	36,731
	LEVEL 3 TEXT HEALTH DENTAL LIFE INCREASE ON LIFE					TEXT AMT 34,385 1,860 474 12 36,731	
001-3200-529.24-00	WORKER'S COMPENSATION	0	0	0	864	365	1,824
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 1,774 50 1,824	
001-3200-529.26-00	EAP BENEFIT	0	0	0	87	38	187
	LEVEL 3 TEXT CURRENT STAFF					TEXT AMT 187 187	
* PERSONNEL SERVICES		9,724,200	10,056,991	10,562,750	10,861,235	7,531,056	11,410,697
001-3200-521.31-12	LEGAL SERVICES	1,600	642	1,000	1,000	51	1,000
	LEVEL 3 TEXT COURT DOCUMENTS FOR CID/SIU INVESTIGATIONS LAWSUITS/EMPLOYEE GRIEVANCES AND APPEALS FEES FOR WARRANTS, COURT ORDERS, ETC TO OBTAIN PHONE CALL SEARCHES AND RECORDS SUBPOENA MEDICAL RECORDS FOR INVESTIGATIONS DOCUMENTS FOR MOTOR VEHICLE RECORD SEARCHES					TEXT AMT 1,000 1,000	
001-3200-521.31-13	OTHER PROF. SERVICES	64,861	44,004	114,415	98,515	90,526	114,415
	LEVEL 3 TEXT CALEA - NAT. ACCREDITATION FEES - ANNUAL FEES *FY19 IS NOT A CALEA INSPECTION YEAR. DUE FY20 FLORIDA ACCREDITATION POWER STANDARDS DMS PROGRAM					TEXT AMT 4,065 300	

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 BASE REQ
	POLICE K-9 VET CARE/MED./SHOTS 4 DOGS						10,500
	POLICE K-9 BOARDING						1,000
	HOG TRAPPING SERVICES						500
	INTERPRETER SERVICES						500
	AGENCY TRANSCRIPTION COSTS - INVESTIGATIONS						5,000
	AFTER HOURS EMERGENCY ANIMAL CLINIC SERVICES						1,000
	FERAL CAT TNR PROGRAM - 90 COLONIES MANAGED BY						
	CCFWA, MONTHLY COST INCREASING >\$3,000 HISTORICAL						16,000
	METH LAB CLEAN UP COSTS (FDLE NO LONGER HANDLES)						3,500
	CID/INVESTIGATIVE SERVICES & FUNDS						
	MEDICAL RECORDS SEARCHES FOR INVESTIGATIONS						1,750
	PERSONS/PHONE/ADDRESS/ASSOCIATE SEARCHES						2,500
	EQUIFAX CREDIT CHECKS (INCREASED WORKLOAD)						1,500
	SOCIAL MEDIA/CELLULAR, MISC. SERVICES						1,000
	ANNUAL NSB FIRING RANGE FEE (AGREEMENT)						300
	HALIFAX HUMANE SOCIETY (MOVED FM 81-10)						65,000
							114,415
001-3200-521.34-13	UNIFORM CLEANING	22,782	21,466	25,000	25,000	24,819	30,000
	LEVEL 3 TEXT					TEXT AMT	
	DRY CLEANING SERVICES FOR DEPARTMENT TO INCLUDE						30,000
	ALTERATIONS, UNIFORM REPAIRS, PATCH SEWING, ZIPPER						
	REPLACEMENT, JAIL JUMPSUIT CLEANING, ETC						30,000
001-3200-521.34-14	CONTRACT SERVICES OTHER	70,000	68,904	70,000	70,000	0	70,000
	LEVEL 3 TEXT					TEXT AMT	
	TASER INTERNATIONAL, BODY CAMERA LICENSING,						70,000
	EVIDENCE.COM LICENSING & DATA STORAGE						70,000
001-3200-521.34-15	TEMP HELP SERVICE FEE	0	0	0	1,807	1,806	0
001-3200-521.35-00	INVESTIGATIONS	993	442	0	0	1,651	3,000
	LEVEL 3 TEXT					TEXT AMT	
	CID BUY MONEY REPLENISHMENT						3,000
							3,000
001-3200-521.40-00	TRAVEL PER DIEM	7,468	8,525	10,000	10,000	6,877	10,000
	LEVEL 3 TEXT					TEXT AMT	
	TRAVEL FOR: FPCA, IACP, FDLE LAB RUNS, FBINAA,						10,000
	DRE, VFPCA, EVIDENCE COURIER RUNS, DRUG/GUN						
	DESTRUCTS, CRIMINAL SUBPOENAS OUT OF COUNTY, STATE						
	PAL, OUT OF COUNTY INTERVIEWS FOR DETECTIVES, &						
	DEPT. TRAINING						

BUDGET PREPARATION WORKSHEET
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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
						10,000	
001-3200-521.40-10	EMPLOYEE TRAINING	16,156	12,598	15,000	15,000	9,564	15,000
	LEVEL 3 TEXT VARIOUS TRAINING CLASSES FOR DEPARTMENT SWORN AND NON-SWORN PERSONNEL, ERT, CANINE, CSO, ACO, MOTORS, INVESTIGATIONS, ACCREDITATION, BACKGROUND INVESTIGATIONS, HIGH LIABILITY, MANAGEMENT CLASSES INTERNAL AFFAIRS TRAINING, PUBLIC RECORDS CLASSES, DEFENSIVE TACTICS, GROUND FIGHTING, COMBAT SHOOTING CLASSES, LEADERSHIP TRAINING, DUI/FSE, RADAR TRAINING, DEFENSIVE DRIVING, SEX CRIMES, HOSTAGE NEGOTIATIONS, ACCIDENT RECONSTRUCTION, TRAFFIC HOMICIDE TRAINING, FIELD TRAINING OFFICER CLASSES, INTERVIEWS AND INTERROGATIONS TRAINING, NARCOTICS TRAINING, ETC. INCREASING COST & TRAINING HOURS DUE TO DOJ & OTHER RECOMMENDED CHANGES TO TRAINING					TEXT AMT 15,000	
						15,000	
001-3200-521.41-00	COMMUNICATION SERVICES	95,796	96,074	86,460	86,460	59,840	84,460
	LEVEL 3 TEXT TELEPHONE SERVICES (AT&T, BELLSOUTH, IP PHONES) CELLULAR SERVICES (AT&T) - 41 CELL/SMART PHONES AIR CARD COSTS FOR 90 AT&T AIRCARD UNITS FOR: PATROL, MOTORS, ANIMAL CONTROL FOR VCSO CAD/RMS BRIGHOUSE NETWORK FOR INTERNET LINES (IT) CELL PHONE REPLACEMENT/SUPPLIES <\$2,000 FROM MAIN TELEPHONE SERV.					TEXT AMT 9,000 37,935 35,975 1,050 500	
						84,460	
001-3200-521.44-10	EQUIP/OTHER RENTAL/LEASE	1,075	306	1,500	1,500	34	1,500
	LEVEL 3 TEXT RENTAL OF VEHICLES FOR THE SPECIAL INVESTIGATIONS UNIT FOR COVERT UNDERCOVER OPERATIONS AS THEIR ASSIGNED VEHICLES BECOME KNOWN. THESE VEHICLES CAN BE RENTED AS NEEDED BY THE DAY, WEEK OR MONTH.					TEXT AMT 1,500	
						1,500	
001-3200-521.44-13	FLEET FINANCING	494,043	475,954	530,654	530,654	397,991	595,014
	LEVEL 3 TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 595,014 595,014	

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001-3200-521.45-19	VEHICLE INSURANCE	39,492	43,312	48,457	48,457	36,343	69,149
	LEVEL 3 TEXT TEXT UPDATED FOR FY19					TEXT AMT 69,149 69,149	
001-3200-521.46-10	GENERAL EQUIP MAINT	32,267	12,913	34,300	28,800	17,698	34,300
	LEVEL 3 TEXT COPY MACHINE CHARGES-MAINTENANCE/REPAIR(8 COPIERS) MAINTENANCE ON: WINDOW TINT METERS,DUI INTOXILYZER CAMCORDERS, LASER UNITS FIRE EXTINGUISHER MAINTENANCE (CARS) FIREARM MAINTENANCE (PISTOLS, SHOTGUNS, AR-15'S) VIP GOLF CART MAINTENANCE/REPAIR (2 GOLF CARTS) LIVESCAN FINGERPRINT MAINT INCL. 12 RAPID ID UNITS PAPER SHREDDERS REPAIRS/MAINTENANCE TRAFFIC METRO COUNT DEVICES COMMUNITY SPEED TRAILER BATTERY REPLACEMENT (CY) TRAFFIC SIGN MAINT. MESSAGE BOARD MAINTENANCE/REPAIRS/BATTERIES (CY) FITNESS/GYM EQUIPMENT SERVICE/MAINT. ANNUAL CALIBRATION OF SOUND METERS ALPR ANNUAL MAINTENANCE CONTRACT, EFF MARCH FY16 EVIDENCE DRYER FILTERS REPLACED 4X ANNUALLY					TEXT AMT 6,600 1,174 1,200 3,700 2,000 4,200 500 500 1,000 2,500 1,500 1,500 600 5,184 2,142 34,300	
001-3200-521.46-12	VEH MAINT/REPAIR	259,670	225,937	290,000	290,000	211,373	290,000
	LEVEL 3 TEXT VEH. MAINTENANCE FOR PD FLEET					TEXT AMT 290,000 290,000	
001-3200-521.46-16	BUILDING MAINT	28,094	36,078	36,000	36,000	34,854	36,000
	LEVEL 3 TEXT BLDG SECURITY SYSTEM/ACCESS CONTROL MAINT CONTRACT NEW 5 YEAR SERVICE CONTRACT, SOLE SOURCE BUILDING FIRE ALARM SYSTEM MONITORING					TEXT AMT 34,000 2,000 36,000	
001-3200-521.46-18	CONT MAINT/COMM EQUIP	39,887	32,831	54,550	54,550	39,786	54,550
	LEVEL 3 TEXT COMMUNICATIONS INT'L MONTHLY RADIO MAINTENANCE & REPAIRS FOR PORTABLE RADIOS, FLEET MOBILE RADIOS, EMERGENCY LIGHT BAR REPAIRS, SIREN REPAIRS, PA SYSTEM REPAIRS, ORION SS2000 REPAIRS					TEXT AMT 40,050	

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	LAPTOP MOUNTS/CONNECTIONS/ADAPTORS, CHARGEGUARDS, AND NECESSARY RADIO REPLACEMENT PARTS (ANTENNAS, MICS, WIRING, ETC.) >FY16 DUE TO FY15 COST						
	REPAIRS OF MOTORS HELMET HEADSETS/PTT SYSTEMS					2,000	
	COMM. INT'L RADAR REPAIRS FOR 2 SPEED TRAILERS					2,000	
	SEMI-ANNUAL RADAR/LASER MANDATED CALIBRATIONS					10,500	
						54,550	
001-3200-521.46-20	MARINE UNIT MAINTENANCE	1,485	362	4,000	4,000	99	4,000
	LEVEL 3 TEXT					TEXT AMT	
	MARINE UNIT MAINTENANCE FOR 2004 BOSTON WHALER SHARED BY POPD, SDPD, PIPD AND NSBPD					4,000	
						4,000	
001-3200-521.46-27	ANNUAL FLEET MAINT CHARGE	0	0	71,420	71,420	71,420	71,420
001-3200-521.46-41	VEHICLE REPAIR - EXTERNAL	0	0	0	540	540	0
001-3200-521.47-00	PRINTING & BINDING	6,405	7,406	8,000	8,000	4,839	8,000
	LEVEL 3 TEXT					TEXT AMT	
	LITOCRAFT, PRIDE, COUCHMAN: VARIOUS DEPARTMENT PRINTING OF FORMS, ARREST 707'S VICTIM ADVOCATE BOOKLETS, DEPARTMENT STATIONARY, ENVELOPES, DOMESTIC VIOLENCE MATERIALS, ANNUAL REPORT, AGENCY BROCHURES, BUSINESS CARDS, ANIMAL CITATIONS, WRITTEN WARNINGS, PARKING TICKETS, RED TAGS, ACCREDITATION VEHICLE DECALS, LAW ENFORCEMENT DIRECTORY, ETC.					8,000	
						8,000	
001-3200-521.49-02	COMPUTER SOFTWARE	27,132	0	0	0	0	0
001-3200-521.49-14	FURN. & FIXTURES NON-CAP	0	2,941	0	2,189	4,342	0
001-3200-521.49-16	COMPUTER HARDWARE	0	3,946	0	1,440	0	0
001-3200-521.49-19	TAXES, LICENSES, & FEES	264	0	0	0	0	0
001-3200-521.49-20	EQUIP & OTHER NON-CAPITAL	103,786	63,935	65,975	79,363	63,654	79,175
	LEVEL 3 TEXT					TEXT AMT	
	DIGITAL CAMERAS/REPLACEMENTS					1,000	
	ASP BATONS/HANDCUFFS					600	
	TASER CARTRIDGES - 25' FOR DUTY USE (150)					6,000	
	FLASHLIGHTS - DUTY BELT/CAR					2,000	
	ASP BATON AND TASER HOLSTERS					1,000	
	REPLACEMENT PORTABLE RADIO BATTERIES (JAGUARS/MRK)					3,000	
	BODY ARMOR (5 YEAR REPLACEMENT FOR 12 OFC)					15,000	
	BODY ARMOR - NEW HIRES (EST. 10)					12,000	
	DIGITAL VOICE RECORDERS, <500					500	
	HOLSTERS/DUTY GEAR, >500					1,500	
	REPLACEMENT FLARES (CRASH SCENES)					1,075	

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	AUDIO/VIDEO SURVEILLANCE EQUIP UNDERCOVER OPS						3,000
	ANIMAL CONTROL AMMONIA READER SUPPLIES						500
	VEH. ELECTRONIC CITATION EQUIPMENT, REPLACEMENT						10,000
	PROGRAM, 2012 FDOT GRANT FUNDED (PRINTERS,						
	SIG. PADS, USB HUBS, MAG READERS, CABLES, ETC.)						
	1 OFC POS. EQUIP(EST. \$8,800 PER OFC)CM APPR.						8,800
	RADAR REPLACEMENT 10% ANNUALLY (\$2,200 PER)						13,200
							79,175
001-3200-521.49-66	TFR TO 506 BLDG MAINT FD	277,053	405,094	548,946	548,946	411,709	627,176
	LEVEL 3 TEXT					TEXT AMT	
							627,176
							627,176
001-3200-521.51-00	OFFICE SUPPLIES	31,070	26,188	30,000	30,000	16,064	29,000
	LEVEL 3 TEXT					TEXT AMT	
							18,500
	VARIOUS DEPARTMENT OFFICE SUPPLIES: (CD'S, DVD'S,						
	PENS, PAPER CLIPS, PAPER, INVESTIGATOR NOTEBOOKS,						
	CALCULATOR TAPE, LABEL SUPPLIES, STAPLES, POST IT						
	PADS, FOLDERS, FILES, HANGING FOLDERS, BINDERS,						
	BINDER CLIPS, IA FOLDERS, CALENDARS, SCOTCH TAPE						
	TONER CARTRIDGES FOR PATROL, EVIDENCE, DETECTIVES						
	RECORDS, QUARTERMASTER, JAIL, ADMIN ASSISTANT)						
	INK PRINTER CARTRIDGES FOR 74 DEPARTMENT PRINTERS						6,000
	FAX MACHINE PRINTER CARTRIDGES						2,000
	THERMAL PAPER FOR PATROL VEHICLE PRINTERS						2,500
	<\$1,000 TO TOP LINE						
							29,000
001-3200-521.52-00	OTHER OPERATING SUPPLIES	56,963	73,123	83,550	82,251	56,578	81,550
	LEVEL 3 TEXT					TEXT AMT	
							38,100
	DEPARTMENT AMMUNITION-QUALIFICATIONS/TRAINING/ERT						7,000
	LESS LETHAL/SIMS/TRAINING SUPPLIES						1,000
	PEPPER SPRAY REPLACEMENT						1,000
	CONF. LICENSE PLATE RENEWALS (20 PD CARS) >28						2,200
	REPLACEMENT FLEET REGISTRATIONS/TITLES (15 CARS)						3,000
	ACO DOG/CAT FOOD, SUPPLIES & EQUIP, >500						1,500
	FINGERPRINT KITS & CRIME SCENE SUPPLIES, <1500						500
	QUARTERLY CITY MANAGER/VIP MEETINGS						1,200
	ANNUAL VIP AWARDS DINNER						6,700
	K-9 FOOD & SUPPLIES (5 POLICE DOGS)<\$1,500						500
	PLAQUES FOR RETIREMENTS, ETC						4,500
	PATROL/CID/ADMIN/EVIDENCE - MISC. SUPPLIES						500
	ACCREDITATION AUTO DECAL REPLACEMENT						1,250
	INTOXILYZER SUPPLIES						

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	POLICE BICYCLE SUPPLIES (4 BICYCLES)						500
	ERT SUPPLIES (GAS, LESS LETHAL, SLINGS, STRAPS, TARGETS, GAS MASK FILTERS, GOGGLES)<\$500						7,000
	POLICE ID CARDS (POLICE/SHERIFFS PRESS)						300
	TRAFFIC SAFETY VESTS						300
	RAINGEAR						500
	METH LAB TASK FORCE REPLACEMENT SUPPLIES						4,000
							81,550
001-3200-521.52-10	GAS,DIESEL,OIL,& GREASE	158,289	176,806	188,100	188,100	149,412	229,650
	LEVEL 3 TEXT					TEXT AMT	
	87,000 GAL 87 OCTANE @ \$2.50 PER GAL &					217,500	
	3,200 GAL DIESEL @ \$3.00 PER GAL					9,600	
	93 OCTANE FUEL FOR 2 POLICE HARLEY MOTORCYCLES					1,600	
	NATURAL GAS FOR PD GENERATORS, HOT WATER HEATERS					950	

	UPDATED \$/GAL 6/28/18 TP						
							229,650
001-3200-521.52-11	JANITORIAL SUPPLIES	5,419	7,534	7,000	7,000	4,768	7,000
	LEVEL 3 TEXT					TEXT AMT	
	JANITORIAL SUPPLIES: MOPS, GARBAGE BAGS,MOP HEADS, TRASH BAG LINERS, FLOOR CLEANING SUPPLIES, BROOMS, COUNTER TOP CLEANER, BLEACH, SOAP DISPENSER SUPPLIES, TOILET PAPER, PAPER TOWELS, STAINLESS STEEL CLEANER, DISINFECTANTS, GLASS CLEANER, CARPET CLEANER, KITCHEN/DISHWASHER SOAP, LYSOL, TOILET SEAT COVERS, WET FLOOR SIGNS, DUSTING SUPPLIES, SCRUB PADS, DUST PANS, SPONGES, SPRAY CLEANERS, MAID CART SUPPLIES, MOP BUCKET/WRINGER REPLACEMENT BRUSHES/SQUEEGEES FOR FLOOR SCRUBBER REPLACEMENT VACUUM CLEANERS					7,000	
							7,000
001-3200-521.52-12	UNIFORMS	39,230	60,335	40,781	44,346	37,773	40,781
	LEVEL 3 TEXT					TEXT AMT	
	POLICE UNIFORM SHIRTS LONG/SHORT, SUMMER SHIRTS, PANTS, ANIMAL CONTROL UNIFORMS, CSO UNIFORMS, VIP UNIFORMS, PATROL CSO UNIFORMS, RECORDS STAFF UNIFORMS, EMERGENCY RESPONSE TEAM BDU'S, HONOR GUARD UNIFORMS, SHOES, BOOTS, HATS, BALLCAPS DUTY BELTS, MOTOR BREECHES, TIES, TIE PINS, K-9 UNIFORMS, CUSTODIAN SHIRTS, WINTER JACKETS, DICKIES, TRAINING INSTRUCTOR POLO'S, CPA SHIRTS, DEPARTMENT PATCHES FOR UNIFORMS: (POLICE, VIPS)					40,781	

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	LEVEL 3					TEXT AMT	
						ACCURINT, IPTM, DRUG BIBLES, NATIONAL NOTARY, LEXIS/NEXIS, IAPE, ETC CRIME REPORTS.COM (FOR WEBSITE) ANNUAL REPLACEMENT OF LAW MANUALS	2,550 200 4,641 7,391
001-3200-529.34-14	CONTRACT SERVICES	0	0	0	14,075	5,915	25,000
	LEVEL 3					TEXT AMT	
						CONTRACTED VENDORS FOR BUT NOT LIMITED TO; NUISANCE & CODE VIOLATION ABATEMENT SERVICES FOR MOWING, DEBRIS REMOVAL, SECURING PROPERTY, DEMOLITION, ETC.	25,000 25,000
001-3200-529.40-00	TRAVEL PER DIEM	0	0	0	792	982	3,300
	LEVEL 3					TEXT AMT	
						TRAINING TO INCLUDE BUT NOT LIMITED TO F.A.C.E, FBC, FABTO. **800 PUSHED TO BUILDING	3,300 3,300
001-3200-529.41-00	COMMUNICATION SERVICES	0	0	0	1,720	0	6,100
	LEVEL 3					TEXT AMT	
						MOBILE PHONES (5) AND AIR CARDS (5)	6,100 6,100
001-3200-529.44-13	FLEET FINANCING	0	0	0	8,724	2,908	18,982
	LEVEL 3					TEXT AMT	
						FLEET FINANCE AS OF 06-18-18 NT	18,982 18,982
001-3200-529.45-19	VEHICLE INSURANCE	0	0	0	1,081	180	2,857
	LEVEL 3					TEXT AMT	
						UPDATED FOR FY19	2,857 2,857
001-3200-529.46-11	REGULAR MAINT/INSP EQUIP	0	0	0	2,009	0	2,150
	LEVEL 3					TEXT AMT	
						MAINTENANCE AGREEMENTS FOR COPIER, SOUND METERS, E **\$1,500 PUSHED TO COMM. DEV.	2,150

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								2,150
001-3200-529.46-12	VEH MAINT/REPAIR	0	0	0	545		1,442	4,000
	LEVEL 3 TEXT **FY 18 BUDGET						TEXT AMT 4,000 4,000	
001-3200-529.46-27	ANNUAL FLEET MAINT CHARGE	0	0	0	1,325		0	2,650
	LEVEL 3 TEXT **FY 18 BUDGET						TEXT AMT 2,650 2,650	
001-3200-529.47-00	PRINTING & BINDING	0	0	0	0		0	500
	LEVEL 3 TEXT DOOR HANGERS, BUSINESS CARDS, CITATIONS & NOTICES						TEXT AMT 500 500	
001-3200-529.49-66	TRF TO 506 BLDG MAINT FD	0	0	0	0		0	11,848
	LEVEL 3 TEXT UPDATED FOR FY19						TEXT AMT 11,848 11,848	
001-3200-529.51-00	OFFICE SUPPLIES	0	0	0	242		356	2,000
	LEVEL 3 TEXT STANDARD OFFICE SUPPLIES FOR STAFF OF 6						TEXT AMT 2,000 2,000	
001-3200-529.52-00	OTHER OPERATING SUPPLIES	0	0	0	50		320	500
	LEVEL 3 TEXT FIELD EQUIP. (I.E. STAKES, EMERGENCY EQUIP, & DISASTER ASSESSMENT SUPPLIES)						TEXT AMT 500 500	
001-3200-529.52-10	GAS, DIESEL, OIL,& GREASE	0	0	0	534		1,332	4,500
	LEVEL 3 TEXT EST 1800 GALLONS @ \$2.50 PER GAL. **UPDATED \$/GAL 6/28/18 TP						TEXT AMT 4,500 4,500	
001-3200-529.52-12	UNIFORMS	0	0	0	818		0	1,000
	LEVEL TEXT						TEXT AMT	

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	3 UNIFORMS FOR STAFF OF 6 (I.E. SHIRTS, JACKETS, PANTS, ETC.)						1,000
							1,000
001-3200-529.52-15	POSTAL SERVICES	0	0	0	209	0	1,000
	LEVEL 3 TEXT **TRANSFER (\$3,500) TO COMM. DEV. \$1,000 STAYS W/CODE					TEXT AMT	1,000
							1,000
001-3200-529.54-00	ED/AWARE/TRMT/DUES&MEMBR	0	0	0	650	320	850
	LEVEL 3 TEXT AMERICAN ASSOC. OF CODE ENFORCEMENT, FLORIDA ASSOC. OF CODE ENFORCEMENT, INTERNATIONAL CODE COUNCIL, & OTHER MEMBERSHIPS					TEXT AMT	850
							850
001-3200-529.54-01	BOOKS/SUBSCRIPT/MEMBERSHP	0	0	0	104	0	350
	LEVEL 3 TEXT PROFESSIONAL JOURNASL & MAGAZINES. TRAINING BOOKS. IPMC CODE BOOKS					TEXT AMT	350
							350
*	OPERATING EXPENSE	1,894,612	1,922,897	2,387,309	2,424,971	1,786,987	2,696,928
001-3200-521.62-00	BUILDINGS AND IMPR. TO	6,850	0	0	0	0	0
001-3200-521.64-00	MACH & EQUIPMENT	3,906	11,870	67,000	10,215	10,215	38,000
	LEVEL 3 TEXT NEW: 1 OFC VEH					TEXT AMT	38,000
							38,000
001-3200-521.64-22	GRANT CAPITAL	0	8,652	0	0	0	0
*	CAPITAL OUTLAY	10,756	20,522	67,000	10,215	10,215	38,000
001-3200-521.81-10	AIDS TO HUMANE SOCIETY	39,260	84,921	0	0	0	0
*	GRANTS & AIDE	39,260	84,921	0	0	0	0
**	POLICE	11,668,828	12,085,331	13,017,059	13,296,421	9,328,258	14,145,625

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***	POLICE	11,668,828	12,085,331	13,017,059	13,296,421	9,328,258	14,145,625

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PUBLIC WORKS		PUBLIC WORKS							
001-4300-541.12-00		SALARIES AND WAGES		569,474	585,933	657,739	631,050	409,820	650,093
		LEVEL 3	TEXT CURRENT STAFF WAGE INCREASE NEW: CREW CHIEF (REORG) PU/PW DIRECTOR INCR (REORG)					TEXT AMT 606,946 15,134 27,428 585 650,093	
001-4300-541.14-00		OVERTIME		18,777	65,664	30,000	30,000	10,332	35,000
		LEVEL 3	TEXT CALL OUT FOR EMERGENCIES AND EVENT STAFFING *****					TEXT AMT 35,000 35,000	
001-4300-541.15-10		CERTIFICATION/LICENSES		0	0	0	0	473	1,000
		LEVEL 3	TEXT GROUNDS - CDL REQUIREMENT FOR 3 EQ OPERATORS ROAD/STREET - CDL REQUIREMENT FOR 3 EQ OPERATORS ADDITION OF 1 NEW EQUIPMENT OPERATOR CDL *****					TEXT AMT 300 300 400 1,000	
001-4300-541.21-00		FICA TAXES		42,825	48,420	52,625	51,238	31,074	52,397
		LEVEL 3	TEXT CURRENT STAFF WAGE INCREASE NEW: CREW CHIEF (REORG) PU/PW DIRECTOR INCR (REORG)					TEXT AMT 49,095 1,158 2,099 45 52,397	
001-4300-541.22-00		RETIREMENT CONTRIBUTIONS		85,368	83,659	90,435	95,711	60,898	116,042
		LEVEL 3	TEXT CURRENT STAFF WAGE INCREASE NEW: CREW CHIEF (REORG) PU/PW DIRECTOR INCR (REORG)					TEXT AMT 107,289 2,837 5,843 73 116,042	
001-4300-541.23-00		HEALTH INSURANCE		101,385	113,097	143,645	142,872	91,022	143,028
		LEVEL	TEXT					TEXT AMT	

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	3 HEALTH					127,293	
	DENTAL					6,886	
	LIFE					1,491	
	WAGE INCREASE ON LIFE					41	
	NEW: CREW CHIEF (REORG)						
	HEALTH					6,877	
	DENTAL					372	
	LIFE					66	
	PU/PW DIRECTOR INCR (REORG)- ADJ LIFE					2	
						143,028	
001-4300-541.24-00	WORKER'S COMPENSATION	15,162	14,643	19,056	18,689	14,020	18,853
	LEVEL 3 TEXT					TEXT AMT	
	CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY)					17,873	
	WAGE INCREASE					458	
	NEW: CREW CHIEF (REORG)					516	
	PU/PW DIRECTOR INCR (REORG)					6	
						18,853	
001-4300-541.25-00	UNEMPLOYMENT COMP	1,003	1,124	0	0	0	0
001-4300-541.26-00	OPEB / EAP BENEFIT	608	596	734	729	482	730
	LEVEL 3 TEXT					TEXT AMT	
	CURRENT STAFF					693	
	NEW: CREW CHIEF (REORG)					37	
						730	
* PERSONNEL SERVICES		834,602	913,136	994,234	970,289	618,121	1,017,143
001-4300-541.31-13	OTHER PROF. SERVICES	0	0	0	0	1,000	0
	LEVEL 3 TEXT					TEXT AMT	
	NO REQUEST FOR FY19						

001-4300-541.34-14	CONTRACT SERVICES OTHER	47,765	3,680	10,320	16,052	5,989	10,320
	LEVEL 3 TEXT					TEXT AMT	
	A.) UNSAFE AND LARGE TREE REMOVED EXPENSES TO BE					9,820	
	OUTSOURCED						
	B.) FIBER OPTIC CABLE REPAIRS AS NEEDED					500	

						10,320	
001-4300-541.34-15	TEMP HELP SERVICE FEE	0	0	0	32,000	3,638	0
001-4300-541.34-20	MOWING CONTRACT SERVICE	470,548	631,015	681,929	651,929	600,994	756,929
	LEVEL 3 TEXT					TEXT AMT	

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
3	MOWING CONTRACT SECTION 1-FACILITIES					105,726	
	MOWING CONTRACT SECTION 2-RIGHTS OF WAY					533,076	
	MOWING CONTRACT SECTION 3-PALM TREE PRUNING					43,127	
	NOTE: YELLOW STONE MOWING CONTRACT WAS RENEWED APR 2018 NEW BID OUT FOR TIF-JEN REPLACEMENT - PENDING *****						
	MOWING CONTRACT SECTION 2- INCREASE FOR DUNLAWTON & US1 (CM/PW DIR INCR 6/26/18 TP)					75,000	
						756,929	
001-4300-541.40-00	TRAVEL PER DIEM	0	1,561	2,500	2,500	0	500
LEVEL 3	TEXT LODGING, MEALS, TRAVEL *****					TEXT AMT 500 500	
001-4300-541.40-10	EMPLOYEE TRAINING	204	1,836	2,859	2,859	1,060	4,810
LEVEL 3	TEXT EMPLOYEE TRAINING DETAIL: A.) MAINTENANCE OF TRAFFIC (MOT) TRAINING **SEVEN (7) ATTENDEES AT \$105 PER PERSON B.) BASIC CHAINSAW SAFETY **FOUR (4) ATTENDEES AT \$150 PER PERSON C.) CHAINSAW SAFETY AND DISASTER RECOVERY **WILL BE HANDLED IN-HOUSE AS OF FY19 D.) ASPHALT INSPECTION AND MAINTENANCE **ONE (1) ATTENDEE AT \$175 PER PERSON E.) APWA NATIONAL CONFERENCE **FOUR (4) ATTENDEES AT MEMBER RATE OF \$250 F.) HERBICIDE CERTIFICATION AND RECERTIFICATION **TWO (2) ATTENDEES AT \$150 PER PERSON G.) CDL RENEWAL H.) SIGN TECH CERTIFICATION **ONE (1) ATTENDEE AT \$300 PER PERSON I.) SUPERVISOR TRAINING J.) SAFETY TRAINING *****					TEXT AMT 735 600 175 1,000 300 300 700 1,000 4,810	
001-4300-541.41-00	COMMUNICATION SERVICES	9,570	8,482	10,086	10,086	6,518	10,086
LEVEL 3	TEXT A.) AT&T CELL PHONE SERVICES (8 @ \$60/MTH) B.) ST OF FLA - FAX & LAND LINES C.) SPECTRUM					TEXT AMT 5,760 664 2,160	

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
	D.) EJ WARD - GPS FLEET MONITORING (18 @ \$6.85 = \$55.60 MTH X 12 = 1,501.20) *****						1,502
							10,086
001-4300-541.43-10	ELECTRICAL SERVICES	615,160	663,521	672,000	672,000	507,343	695,931
	LEVEL 3 TEXT STREET LIGHTS (FY18 AVERAGE=\$56,857.14) 2.5%INCREASE, ADDITIONAL LIGHTS TO BE ADDED					TEXT AMT 695,931	695,931
001-4300-541.44-10	EQUIP/OTHER RENTAL/LEASE	0	0	2,000	5,000	4,356	2,000
	LEVEL 3 TEXT MISCELLANEOUS RENTAL OF EQUIPMENT OR TRUCKS **AS NEEDED BASIS					TEXT AMT 2,000	2,000
001-4300-541.45-19	VEHICLE INSURANCE	6,334	6,574	8,220	8,220	6,165	12,001
	LEVEL 3 TEXT UPDATED FOR FY19					TEXT AMT 12,001 12,001	
001-4300-541.46-03	TRAFFIC SIGNAL MAINT	0	918	38,000	38,000	34,082	40,000
	LEVEL 3 TEXT COUNTY OF VOL AGREEMENT FOR ANNUAL PREVENTATIVE MAINTENANCE INSPECTIONS 22 SIGNALS AND NOW PAYING FOR LOCATES AS PART OF THE CURRENT REPAIRS TO SCHOOL ZONE SIGNALS AND OTHER TRAFFIC CONTROL DEVICES					TEXT AMT 40,000	40,000
001-4300-541.46-10	GENERAL EQUIP MAINT	5,934	1,932	5,300	5,300	294	6,100
	LEVEL 3 TEXT GROUNDS: MAINTENANCE OF MOWERS, SAWS, HEDGERS, BLOWERS, EDGER, ETC. ROAD /SIGN SHOP: ASPHALT TAMP MACHINE, ELECTRONIC SIGNS ADMIN: COPYTRONICS MAINTENANCE AGREEMENT					TEXT AMT 6,100	6,100
001-4300-541.46-11	REGULAR MAINT/INSP EQUIP	35,497	23,295	540	540	540	0

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		LEVEL 3	TEXT			TEXT AMT	
001-4300-541.46-12	VEH MAINT/REPAIR	69,544	72,047	70,458	70,458	43,484	70,458
		LEVEL 3	TEXT			TEXT AMT	
			AVERAGE \$5,871.00 PER MONTH X 12 MONTHS			70,458	70,458
001-4300-541.46-18	CONT MAINT/COMM EQUIP	1,964	0	0	0	0	0
001-4300-541.46-27	ANNUAL FLEET MAINT CHARGE	0	0	24,649	24,649	24,649	24,649
		LEVEL 3	TEXT			TEXT AMT	
			TO BE MODIFIED BY FINANCE			24,649	24,649
001-4300-541.46-36	SOFTWARE MAINTENANCE	0	0	4,680	4,680	0	4,680
		LEVEL 3	TEXT			TEXT AMT	
			LUCITY- ANNUAL SOFTWARE MAINTENANCE SPLIT FUNDED(001/410/412/506)			4,680	4,680
001-4300-541.46-41	VEHICLE REPAIR - EXTERNAL	0	0	5,000	14,986	14,979	0
		LEVEL 3	TEXT			TEXT AMT	
001-4300-541.49-02	COMPUTER SOFTWARE	0	495	1,000	1,000	0	0
		LEVEL 3	TEXT			TEXT AMT	
			AUTOCAD-2D CAD DRAFTING,ANNUAL SOFTWARE RENEWAL SPLIT FUNDED (412/1800)				
			NO FUNDING REQUIREMENT FOR FY19				
001-4300-541.49-14	FURN. & FIXTURES NON-CAP	16,041	0	0	0	0	0
001-4300-541.49-16	COMPUTER HARDWARE	0	0	1,200	1,200	0	3,000
		LEVEL 3	TEXT			TEXT AMT	
			PURCHASE OF THREE (3) RUGGED LAPTOP FOR LUCITY WORK ORDERS AND ASSET MGMT SYSTEM \$1,000/EACH			3,000	3,000
001-4300-541.49-19	LICENSES, TAXES, FEES	0	0	0	80	80	0
001-4300-541.49-20	EQUIP & OTHER NON-CAPITAL	4,622	18,241	5,000	5,000	4,831	7,400
		LEVEL 3	TEXT			TEXT AMT	
			PURCHASE OF SMALL EQUIPMENT-ITEMS OVER \$500 BUT UNDER \$5000				

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 BASE REQ
	GROUNDS: REPLACEMENT POLE SAWS (3 EA @ \$600 EA) REPLACEMENT STIHL SAWS (2 EA @ \$800 EA) ROADS/SIGN SHOP: REPLACEMENT OF SIDEWALK GRINDER						1,800 1,600 4,000 7,400
001-4300-541.49-66	TRF TO 506 BLDG MAINT FD	34,599	39,196	63,576	63,576	47,682	58,992
	LEVEL 3 TEXT UPDATED FOR FY19					TEXT AMT	58,992
							58,992
001-4300-541.51-00	OFFICE SUPPLIES	3,509	2,847	1,500	4,090	2,249	1,500
	LEVEL 3 TEXT VARIOUS OFFICE SUPPLIES *****					TEXT AMT	1,500
							1,500
001-4300-541.52-00	OTHER OPERATING SUPPLIES	17,952	20,594	15,500	12,910	9,176	16,000
	LEVEL 3 TEXT CHAIN SAW BLADES, BATTERIES, RAKES, SHOVELS, HAND TOOLS, GLOVES PPE(SAFETY SUPPLIES FOR ALL) ROADS/SIGN SHOP: BLADES, SHOVELS, HAND TOOLS, BATTERIES, ETC PERSONAL PROTECTIVE EQUIP(SAFETY SUPPLIES FOR ALL) GROUNDS:					TEXT AMT	8,000
							8,000
							16,000
001-4300-541.52-01	IRRIGATION	1,474	1,966	2,000	2,000	1,254	4,000
	LEVEL 3 TEXT PURCHASE OF MISC. IRRIGATION SUPPLIES AS NEEDED USED BY GROUNDS CREW ONLY (NEW ANNEX AND US 1 IRRIGATION)					TEXT AMT	4,000
							4,000
001-4300-541.52-10	GAS, DIESEL, OIL, & GREASE	26,488	30,232	40,431	40,431	23,162	35,340
	LEVEL 3 TEXT UNLEADED-EST 5,136 GAL @ \$2.50 DIESEL-EST 7,000 GAL @ \$3.00 STANDBY GENERATOR EST 500 GAL @ \$3.00 **\$/GAL UPDATED 6/28/18 TP					TEXT AMT	12,840
							21,000
							1,500
							35,340

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
001-4300-541.52-12	UNIFORMS	4,365	4,407	4,752	8,337	4,028	6,072
	LEVEL 3 TEXT					TEXT AMT	
							4,752
							1,320
							6,072
001-4300-541.52-15	POSTAL SERVICE	75	20	30	30	64	100
	LEVEL 3 TEXT					TEXT AMT	
							100
							100
001-4300-541.52-17	AGRICULTURE SUPPLIES	1,780	12,779	6,000	6,000	239	8,000
	LEVEL 3 TEXT					TEXT AMT	
							4,000
							4,000
							8,000
001-4300-541.53-00	ROAD MATERIAL & SUPPLY	8,445	7,745	12,000	12,000	9,194	15,000
	LEVEL 3 TEXT					TEXT AMT	
							7,000
							2,000
							3,000
							3,000
							15,000
001-4300-541.54-00	DUES & MEMBERSHIPS	1,085	1,010	1,480	1,480	0	392
	LEVEL 3 TEXT					TEXT AMT	
							392
							392
*	OPERATING EXPENSE	1,382,955	1,554,393	1,693,010	1,717,393	1,357,050	1,794,260
001-4300-541.64-00	MACH & EQUIPMENT	35,164	21,275	0	0	0	36,000
	LEVEL TEXT					TEXT AMT	

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
3	TRAFFIC CONTROL MESSAGE BOARDS **NOTE:TWO (2) UNITS @ \$18,000 EACH						36,000 36,000
*	CAPITAL OUTLAY	35,164	21,275	0	0	0	36,000
**	PUBLIC WORKS	2,252,721	2,488,804	2,687,244	2,687,682	1,975,171	2,847,403
***	PUBLIC WORKS	2,252,721	2,488,804	2,687,244	2,687,682	1,975,171	2,847,403

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
001-4400-572.12-00	PARKS MAINTENANCE PARKS MAINTENANCE SALARIES AND WAGES	650,929	686,937	840,402	827,117	559,815	864,134
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 844,395 19,739 864,134	
001-4400-572.14-00	OVERTIME	29,490	40,179	27,295	27,295	16,626	27,295
	LEVEL 3 TEXT ORIGINAL BUDGET					TEXT AMT 27,295 27,295	
001-4400-572.15-10	CERTIFICATIONS/LICENSES	0	0	0	407	407	1,800
	LEVEL 3 TEXT ** NEW CDL LICENSES @ \$400 EA FOR 3 EMPLOYEES ** NEW CDL REIMBURSEMENT @ \$75 EA FOR 8 EMPLOYEES PER NAGE CONTRACT					TEXT AMT 1,200 600 1,800	
001-4400-572.21-00	FICA TAXES	47,418	51,166	66,395	65,712	40,481	68,211
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 66,695 1,516 68,211	
001-4400-572.22-00	RETIREMENT CONTRIBUTIONS	89,075	90,968	109,908	113,409	77,343	136,961
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 133,365 3,596 136,961	
001-4400-572.23-00	HEALTH INSURANCE	111,988	120,793	174,879	174,872	113,213	179,502
	LEVEL 3 TEXT HEALTH DENTAL LIFE INCREASE ON LIFE					TEXT AMT 168,487 9,114 1,855 46 179,502	
001-4400-572.24-00	WORKER'S COMPENSATION	10,966	2,144	16,815	16,567	12,217	16,865
	LEVEL TEXT					TEXT AMT	

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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
3	CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					16,494 371 16,865	
001-4400-572.25-00	UNEMPLOYMENT COMPENSATION	0	237-	0	0	163	0
001-4400-572.26-00	EAP BENEFIT	747	720	898	898	593	936
LEVEL 3	TEXT CURRENT STAFF					TEXT AMT 936 936	
-----		940,613	992,670	1,236,592	1,226,277	820,858	1,295,704
* PERSONNEL SERVICES							
001-4400-572.31-13	OTHER PROF. SERVICES	1,900	0	0	0	0	0
001-4400-572.34-14	CONTRACT SERVICES OTHER	69,061	77,099	122,878	126,652	94,817	124,878
LEVEL 3	TEXT TURF MAINT.CONTRACT (SPRAY & FERTILIZER)ATHLETIC FIELDS,DOG PARK,PARK BUILDINGS, CORACI,RIVERWALK **NEW EXTRA TREATMENTS SOUTHWINDS** TREE MAINT.(TRIMMING/REMOVAL POND FOUNTAIN MAINTENANCE FIRE EXTINGUISHER/INSPECT,EXT. FOR ADULT CENTER, ADULT ANNEX,LAKESIDE,GYM,PARKS BUILDING,AND 3 CONCESSION STAND BUILDINGS PEST & RODENT REMOVAL(PIGS,RACCOONS,ETC.) WELDING MAINTENANCE - DOCKS,SOCCER GOALS,BLEACHERS STRIPPING/WAXING FLOORS @ ADULT CENTER ALLEN GREEN CENTER - VARIOUS SERVICES MOVING SERVICES TO NEW BUILDING-ONE TIME EXPENSE **MOVED FUNDS OF \$15,000 FROM 3414 FOR RIVERWALK SPLASH PAD MAINT. TO 4400-5200 FOR CHEMICALS= \$7500 & 4400-5218 REPAIR & MAINT. = \$7500 PER FINANCE					TEXT AMT 88,479 15,000 4,800 3,128 2,671 1,300 3,500 2,000 2,000 2,000 124,878	
001-4400-572.34-15	TEMP HELP SERVICE FEE	333	624	3,000	3,000	3,000	3,000
LEVEL 3	TEXT TEMP SERVICES SPECIAL PROJECTS,STAFF SHORTAGE COVERAGE					TEXT AMT 3,000 3,000	
001-4400-572.34-20	MOWING CONTRACT SERVICE	193,244	232,120	262,608	262,608	91,616	262,608
LEVEL	TEXT					TEXT AMT	

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
	3 MOWING CONTRACT ANNEX, LAKESIDE, AIRPORT, SPRUCE CREEK RECREATIONAL FACILITY, AMPHITEATER, CITY CENTER GYM, MEMORIAL, RIVER FRONT, SOUTHWINDS, WHITE PLACE, WILLOW RUN, HARBOR OAKS CORACI, SKATE PARK, POWER LINE AREA @ CITY CENTER & RIVERWALK					262,608	
						262,608	
001-4400-572.40-00	TRAVEL PER DIEM	333	0	400	400	0	400
	LEVEL 3 TEXT MISC TRAVEL					TEXT AMT 400 400	
001-4400-572.40-10	EMPLOYEE TRAINING	985	459	1,000	593	906	1,000
	LEVEL 3 TEXT TRAINING MEDIA (SAFETY VIDEOS, BOOKS, ETC.) SEMINARS, COURSES INSIDE AND OUTSIDE CITY					TEXT AMT 1,000 1,000	
001-4400-572.41-00	COMMUNICATION SERVICES	4,437	2,611	4,000	4,000	1,801	4,000
	LEVEL 3 TEXT COMMUNICATIONS SERVICES - EJ WARD					TEXT AMT 4,000 4,000	
001-4400-572.43-10	ELECTRICAL SERVICES	0	563	0	0	0	0
001-4400-572.44-10	EQUIP/OTHER RENTAL/LEASE	15,950	16,696	21,800	21,800	17,483	21,800
	LEVEL 3 TEXT STORAGE CONTAINERS SEPTIC SERVICES, & ADDITIONAL FOR SPECIAL EVENTS 45FT LIFT RENTAL FOR TREE LIGHTS LAKESIDE ROOF & CORACI NETS LIFT RENTAL SMALL LIFT FOR GYM & LAKESIDE CEILING RENTAL LIFT RENTAL TREE TRIMMING FOR ALL PARKS					TEXT AMT 3,600 5,900 5,259 2,541 4,500 21,800	
001-4400-572.44-13	FLEET FINANCING	120,928	120,900	114,749	114,749	86,062	113,786
	LEVEL 3 TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 113,786 113,786	
001-4400-572.45-19	VEHICLE INSURANCE	6,706	6,961	8,220	8,220	6,165	11,430
	LEVEL TEXT					TEXT AMT	

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	3 UPDATED FOR FY19						11,430 11,430
001-4400-572.46-10	GENERAL EQUIP MAINT	2,423	4,819	4,000	4,000	1,723	4,000
	LEVEL 3 TEXT GENERAL EQUIPMENT MAINT/SMALL EQUIPMENT REPAIRS CHARGED BACK FROM PUBLIC WORKS ALLEN GREEN CENTER - GENERAL MAINTENANCE					TEXT AMT 2,000 2,000 4,000	
001-4400-572.46-12	VEH MAINT/REPAIR	47,252	60,428	55,746	55,746	38,064	55,746
	LEVEL 3 TEXT VEHICLE MAINTENANCE TRSF					TEXT AMT 55,746 55,746	
001-4400-572.46-16	BUILDING REPAIRS	83,366	86,832	116,157	137,012	112,228	106,157
	LEVEL 3 TEXT *PAINTING PROJECTS MISC. *AC REPAIRS *ELECTRICAL REPAIRS/INSTALLATION *CONCRETE REPAIR & WORK, SIDEWALKS & MEMORIAL PARK *PLUMBING REPAIRS-BILL SHAFER & MASTERCRAFT PLUMB *SOUND EQUIPMENT REPAIRS-CITY CENTER & EVENTS *DECKING BOARD REPLACEMENT/STAINLESS STEEL SCREWS *REPAIR SUPPLIES FOR PARKS - LUMBER, HARDWARE, ETC. *ALLEN GREEN CENTER - MISC BLDG REPAIRS *LOCK REPAIRS TO PDL DOORS ***** MOVED \$10K FOR REPLACEMENT PARK FURNITURE TO OBJECT 49-20 AND ATTACHED IT TO PROJECT QPC054 (LP 7-5-18)					TEXT AMT 14,000 21,800 27,000 6,700 6,900 2,000 8,557 10,000 5,000 4,200	
							106,157
001-4400-572.46-17	BALLFIELD MAINT.	39,953	37,707	50,554	33,030	22,119	49,554
	LEVEL 3 TEXT FIELD MARKER PAINT 460 CS @ \$39.00 = \$17,940 DIAMOND DRY 95 BAGS @ \$10.46 = \$994 FIELD DRY MARKER 110 BAGS @ \$8.66 = \$9,526 CLAY /TOP DRESS 200 YARDS @ \$ 24.00 = \$4,800 FIELD TOOLS (RAKES, SHOVELS, STRING, ECT) = \$794 REPLACE BASES, HOME PLATES, PITCHING RUBBERS, PITCHING MOUNDS, ETC. SPORTS FIELD IRRIGATION REPAIRS & REPLACEMENTS CLOCK, VALVES, SPRINKLER HEADS, LINES, ETC.					TEXT AMT 34,054 8,000 5,500	

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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 BASE REQ
	** INCREASE IN IRRIGATION REPAIRS/ REPLACEMENTS						500
	TEMPORARY FENCE REPLACEMENT FOR FIELDS						3,000
	*** DEPT REDUCE BY \$1500						1,500-
							49,554
001-4400-572.46-18	CONT MAINT/COMM EQUIP	1,596	0	0	0	0	0
001-4400-572.46-27	ANNUAL FLEET MAINT CHARGE	0	0	22,130	22,130	22,130	22,130
001-4400-572.49-14	FURN. & FIXTURES NON-CAP	0	5,025	0	1,500	1,434	1,500
	LEVEL 3 TEXT					TEXT AMT	
	** NEW FURNITURE FOR SUPERINTENDENT @ NEW BUILDING					1,500	
						1,500	
001-4400-572.49-20	EQUIP & OTHER NON-CAPITAL	22,034	32,457	13,580	25,018	4,507	23,580
	LEVEL 3 TEXT					TEXT AMT	
	*HAND TOOLS, SHOVELS, PRUNERS, DRILLS, HAMMERS, ETC.					5,800	
	*GAS POWER TOOLS, WEED EATERS, BLOWERS, EDGER, POLE SAW, CHAIN SAW, SPREADERS, ETC.					7,780	
	*REPLACEMENT PARK FURNITURE - TABLES, TRASH CANS, ETC., FOR ALL PARKS - PROJECT QPC054 (THIS \$10K WAS PREVIOUSLY BUDGETED IN 46-16)					10,000	

							23,580
001-4400-572.49-66	TRF TO 506 BLDG MAINT FD	166,233	256,058	306,022	306,022	229,517	338,132
	LEVEL 3 TEXT					TEXT AMT	
	UPDATED FOR FY19					338,132	
						338,132	
001-4400-572.52-00	OTHER OPERATING SUPPLIES	16,295	5,595	5,500	5,500	3,457	13,500
	LEVEL 3 TEXT					TEXT AMT	
	EVENT FOOD AND SUPPLIES					2,500	
	TAPE, ZIP TIES, CAUTION TAPE, SURVEY FLAGS, ETC.					3,000	
	*** INCREASE RIVERWALK EVENTS					500	
	*** MOVED FUNDS OF \$7,500 FROM 4400-3414 FOR RIVERWALK SPLASH PAD CHEMICALS PER FINANCE					7,500	
							13,500
001-4400-572.52-10	GAS, DIESEL, OIL, & GREASE	20,662	24,934	34,050	34,050	21,278	36,400
	LEVEL 3 TEXT					TEXT AMT	
	EST UNLEADED 7,600 @ \$2.50 PER GALLON					19,000	
	EST DIESEL 4,000 @ \$3.00 PER GALLON					12,000	
	EST DIESEL FOR GENERATORS 1,800 @ \$3.00 PER GAL					5,400	
	**UPDATED \$/GAL 6/28/18 TP						

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 BASE REQ
							36,400
001-4400-572.52-11	JANITORIAL SUPPLIES	14,613	13,311	21,500	21,500	11,296	23,000
	LEVEL 3 TEXT					TEXT AMT	
							21,500
							1,500
							23,000
001-4400-572.52-12	UNIFORMS	5,243	5,858	7,050	11,340	8,400	10,735
	LEVEL 3 TEXT					TEXT AMT	
							6,550
							1,050
							3,135
							10,735
001-4400-572.52-17	AGRICULTURE SUPPLIES	14,659	12,397	30,000	32,300	13,613	32,500
	LEVEL 3 TEXT					TEXT AMT	
							12,000
							14,000
							4,000
							2,500
							32,500
001-4400-572.52-18	REP & MAINT SUPPLIES	56,845	50,863	35,472	49,222	34,286	42,972
	LEVEL 3 TEXT					TEXT AMT	
							4,000
							5,400
							1,000
							2,000
							5,672
							17,400
							7,500
							42,972
*	OPERATING EXPENSE	905,051	1,054,317	1,240,416	1,280,392	825,902	1,302,808

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 BASE REQ
001-4400-572.63-00	IMP. OTHER THAN BLDGS	0	12,530	0	0	0	0
001-4400-572.63-97	PROJ CAPITAL OUTLAY	120,000	10,920	0	37,064	21,902	0
001-4400-572.64-00	MACH & EQUIPMENT	56,155	36,732	27,000	103,873	103,873	0
* CAPITAL OUTLAY		176,155	60,182	27,000	140,937	125,775	0
001-4400-581.91-32	TRANSFER TO 450/451	10,000	0	0	10,000	10,000	0
* TRANSFERS		10,000	0	0	10,000	10,000	0
001-4400-572.99-10	CONTINGENCY	0	0	10,000	7,230	0	10,000
	LEVEL 3					TEXT AMT	
						FOR ANY POSSIBLE BUILDING MAINTENANCE AT THE CLUBHOUSE AT CYPRESS HEAD. A BUDGET RESOLUTION WOULD BE NEEDED TO MOVE THESE FUNDS TO THE 450 FUND SINCE THAT IS WHERE ANY EXPENSES SHOULD BE CHARGED. ACCOUNT 450-0300-579-4616.	10,000
* NON-OPERATING EXPENSE		0	0	10,000	7,230	0	10,000
** PARKS MAINTENANCE		2,031,819	2,107,169	2,514,008	2,664,836	1,782,535	2,608,512
*** PARKS MAINTENANCE		2,031,819	2,107,169	2,514,008	2,664,836	1,782,535	2,608,512

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 BASE REQ
001-5100-572.12-00	RECREATION RECREATION SALARIES AND WAGES	373,772	319,840	368,036	368,036	265,701	360,314
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE					TEXT AMT 350,087 10,227 360,314	
001-5100-572.14-00	OVERTIME	3,985	9,091	3,000	3,000	2,305	3,000
	LEVEL 3 TEXT OVERTIME TO COVER HOLIDAYS, PROGRAM COVERAGE, EVENTS					TEXT AMT 3,000 3,000	
001-5100-572.21-00	FICA TAXES	28,191	24,629	28,388	28,388	20,177	27,797
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE					TEXT AMT 27,016 781 27,797	
001-5100-572.22-00	RETIREMENT CONTRIBUTIONS	51,489	45,645	53,859	53,859	38,148	61,034
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 59,255 1,779 61,034	
001-5100-572.23-00	HEALTH INSURANCE	41,078	31,568	44,632	44,632	32,391	44,718
	LEVEL 3 TEXT HEALTH DENTAL LIFE INCREASE ON LIFE					TEXT AMT 41,262 2,232 1,189 35 44,718	
001-5100-572.24-00	WORKER'S COMPENSATION	2,873	884	4,658	4,658	3,324	4,704
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE					TEXT AMT 4,574 130 4,704	
001-5100-572.26-00	EAP BENEFIT	260	186	225	225	154	225
	LEVEL TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
3	CURRENT STAFF						225 225
-----		501,648	431,843	502,798	502,798	362,200	501,792
* PERSONNEL SERVICES							
001-5100-572.34-14	CONTRACT SERVICES OTHER	680	908	750	750	938	750
LEVEL 3	TEXT COPY MACHINE SERVICE					TEXT AMT 750 750	
001-5100-572.40-00	TRAVEL PER DIEM	1,328	1,425	2,000	2,000	941	2,000
LEVEL 3	TEXT TRAVEL FOR: STATE CONFERENCE - 4 EMPLOYEES AGENCY SUMMIT - 2 EMPLOYEES NATIONAL CONFERENCE - 1 EMPLOYEE					TEXT AMT 2,000	
						2,000	
001-5100-572.40-10	EMPLOYEE TRAINING	1,430	1,228	2,020	2,020	335	2,020
LEVEL 3	TEXT FRPA PROGRAM CLASSES FOR EMPLOYEES					TEXT AMT 2,020 2,020	
001-5100-572.41-00	COMMUNICATION SERVICES	15,124	15,085	15,056	15,056	9,747	15,056
LEVEL 3	TEXT ST OF FL ANALOG LINES, FIRE ALARMS, CREDIT CARD MACHINES, FAX LINES AT&T CELL PHONES & SUMMER CAMP EMPLOYEES INTERNET LINES/ACCESS @ PARKS BUILDINGS					TEXT AMT 1,412 13,644 15,056	
001-5100-572.46-10	GENERAL EQUIP MAINT	3,900	3,500	3,700	3,700	3,500	3,700
LEVEL 3	TEXT REC PRO MAINTENANCE					TEXT AMT 3,700 3,700	
001-5100-572.46-18	CONT MAINT/COMM EQUIP	152	0	0	0	0	0
001-5100-572.49-02	COMPUTER SOFTWARE	0	0	100	100	0	100
LEVEL	TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 BASE REQ
3	PHOTO SHOP						100 100
001-5100-572.49-14	FURN. & FIXTURES NON-CAP	0	1,603	2,000	2,000	1,762	2,000
LEVEL 3	TEXT OFFICE FURNITURE & ACCESSORIES TRAINING ROOM FURNITURE FOR NEW BUILDING					TEXT AMT 2,000 2,000	
001-5100-572.49-19	LICENSES, TAXES & FEES	0	0	0	3,201	0	0
001-5100-572.49-20	EQUIP & OTHER NON-CAPITAL	2,319	0	0	0	0	0
001-5100-572.51-00	OFFICE SUPPLIES	4,259	3,938	4,200	4,200	3,616	4,200
LEVEL 3	TEXT OFFICE SUPPLIES FOR P & R DEPARTMENT					TEXT AMT 4,200 4,200	
001-5100-572.52-00	OTHER OPERATING SUPPLIES	4,555	4,987	3,000	3,000	1,960	3,000
LEVEL 3	TEXT MISC ITEMS FOR MEETINGS, TRAINING, PARKS BOARD, RIBBON CUTTING, NOTARY RENEWALS, ETC.					TEXT AMT 3,000 3,000	
001-5100-572.52-15	POSTAL SERVICE	252	115	200	200	37	200
LEVEL 3	TEXT POSTAL SERVICE					TEXT AMT 200 200	
001-5100-572.52-19	OTHER OPERATING- DONATED	0	0	0	500	0	0
001-5100-572.54-00	DUES & MEMBERSHIPS	1,720	1,130	2,160	2,160	930	2,160
LEVEL 3	TEXT DUES & MEMBERSHIPS FRPA MEMBERSHIP 4 EMPLOYEES NRPA MEMBERSHIP 2 EMPLOYEES					TEXT AMT 2,160 2,160	
*	OPERATING EXPENSE	35,719	33,919	35,186	38,887	23,766	35,186
**	RECREATION	537,367	465,762	537,984	541,685	385,966	536,978

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 BASE REQ
SPECIAL EVENTS							
001-5101-572.12-00	SALARIES AND WAGES	0	220	14,379	15,164	6,058	13,222
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 13,065 157 13,222	
001-5101-572.21-00	FICA TAXES	0	17	1,101	1,162	463	1,012
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 1,000 12 1,012	
001-5101-572.24-00	WORKER'S COMPENSATION	0	0	277	292	123	250
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 247 3 250	
001-5101-572.26-00	EAP BENEFIT	0	1	0	0	3	0
* PERSONNEL SERVICES		0	238	15,757	16,618	6,647	14,484
001-5101-572.31-13	OTHER PROF. SERVICES	650	0	0	0	0	0
001-5101-572.34-14	CONTRACT SERVICES OTHER	20,393	18,166	28,600	28,600	17,842	28,600
	LEVEL 3 TEXT EVENTS HALLOWEEN ENTERTAINMENT CONCERTS IN THE PARK ENTERTAINMENT SPRING FAIR INFLATABLES 4TH OF JULY ENTERTAINERS & INFLATABLES JAZZ FEST & ART FEST ENTERTAINMENT MUSIC LICENSES,CERTIFICATIONS, WORKSHOPS, BACKGROUND CHECKS, ETC. GET FIT INSTRUCTORS CHRISTMAS EVENTS FAMILY DAYS INFLATABLES					TEXT AMT 28,600	
						28,600	
001-5101-572.48-03	FIREWORKS	19,500	19,500	30,000	30,000	10,000	20,000
	LEVEL 3 TEXT JULY 4TH FIREWORKS PROGRAM					TEXT AMT 20,000 20,000	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
001-5101-572.49-01	ADVERTISING	14,797	17,393	16,547	20,729	18,404	16,547
	LEVEL 3 TEXT					TEXT AMT	
	CITY EVENT ADVERTISING						14,547
	HALLOWEEN, GET FIT, CONCERTS, ARTFEST, 4TH OF JULY.						
	CHRISTMAS PARADE, TREE LIGHTING, ETC.						2,000
	GRAPHIC DESIGN WORK						16,547
001-5101-572.49-16	COMPUTER HARDWARE	0	1,422	0	0	0	0
001-5101-572.52-00	OTHER OPERATING SUPPLIES	22,981	23,623	38,327	27,186	14,258	41,327
	LEVEL 3 TEXT					TEXT AMT	
	FAMILY DAYS SUPPLIES						200
	HALLOWEEN DECORATIONS, PRIZES, GIFT BAGS, SUPPLIES						780
	GET FIT EXPO BAGS, LUNCH AND LEARN FOOD,						3,200
	FINALE GIVEAWAY PRIZES AND LUNCH.						
	SPRING FAIR HAND-OUTS & SUPPLIES						150
	PARK OPENING DEDICATIONS, COMMUNITY MEETINGS						2,197
	EQUIPMENT & SUPPLIES						
	SUPPLIES & DECORATIONS FOR , JAZZFEST,						16,800
	4TH OF JULY, CHRISTMAS PROGRAMS, ETC.						
	PARTICIPATION SHIRTS, GET FIT, HOLIDAY CHOIR						2,500
	INFLATABLES, KIDS GAMES, GIVEAWAYS,						12,500
	BANNERS FOR CITY EVENTS						
	** NEW BANNERS RIVERWALK **						3,000
							41,327
*	OPERATING EXPENSE	78,321	80,104	113,474	106,515	60,504	106,474
001-5101-572.83-00	OTHER GRANTS & AIDS	0	12,000	0	0	0	0
*	GRANTS & AIDE	0	12,000	0	0	0	0
**	SPECIAL EVENTS	78,321	92,342	129,231	123,133	67,151	120,958

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
SUMMER RECREATION							
001-5106-572.12-00	SALARIES AND WAGES	8,607	55,952	68,172	68,172	14,097	68,172
	LEVEL 3 TEXT CURRENT STAFF					TEXT AMT 68,172 68,172	
001-5106-572.14-00	OVERTIME	0	30	0	0	14	0
001-5106-572.21-00	FICA TAXES	658	4,282	5,216	5,216	1,079	5,216
	LEVEL 3 TEXT CURRENT STAFF					TEXT AMT 5,216 5,216	
001-5106-572.24-00	WORKER'S COMPENSATION	97	97	1,307	1,307	493	1,283
	LEVEL 3 TEXT CURRENT STAFF					TEXT AMT 1,283 1,283	
* PERSONNEL SERVICES		9,362	60,361	74,695	74,695	15,683	74,671
001-5106-572.34-15	TEMP HELP SERVICE FEE	65,331	0	0	0	0	0
	LEVEL 3 TEXT REMEDY STAFFING - FOR PLAYGROUNDS					TEXT AMT 62,500	
	17 SEASONAL EMPLOYEES						
	** REMEDY STAFF IS NOW ON CITY PAYROLL **					62,500-	
001-5106-572.40-10	EMPLOYEE TRAINING	456	0	0	0	0	0
001-5106-572.44-10	EQUIP/OTHER RENTAL/LEASE	30,780	22,920	33,000	33,000	0	33,000
	LEVEL 3 TEXT VOLUSIA COUNTY BUSES FOR FIELD TRIPS					TEXT AMT 14,500 11,000 4,500 3,000 33,000	
	CAMP T-REC BUS						
	SCHOOL RENTAL						
	JUMPING BEANS INFLATABLES RENTAL						
001-5106-572.47-00	PRINTING AND BINDING	300	335	0	0	0	0
001-5106-572.52-00	OTHER OPERATING SUPPLIES	24,458	30,188	16,500	23,500	4,511	16,500
	LEVEL 3 TEXT FIELD TRIPS FOR TEEN SITE AND ELEMENTARY SITE					TEXT AMT 16,500	
	ENTRY FEES FOR THEME PARKS, ETC.						
	GAMES, MEGAPHONES, ARTS & CRAFTS, ETC.						

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
						16,500	
001-5106-572.52-12	UNIFORMS	2,090	1,951	2,200	2,200	1,935	2,200
	LEVEL 3 TEXT STAFF & CAMPER UNIFORMS					TEXT AMT 2,200 2,200	
*	OPERATING EXPENSE	123,415	55,394	51,700	58,700	6,446	51,700
**	SUMMER RECREATION	132,777	115,755	126,395	133,395	22,129	126,371

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
001-5109-572.12-00	ADULT ACTIVITY SALARIES AND WAGES	0	37,676	43,810	41,715	25,881	44,161
	LEVEL 3	TEXT	CURRENT STAFF WAGE INCREASE			TEXT AMT 43,026 1,135 44,161	
001-5109-572.14-00	OVERTIME	0	1,407	1,000	1,000	544	1,000
	LEVEL 3	TEXT	CURRENT STAFF			TEXT AMT 1,000 1,000	
001-5109-572.21-00	FICA TAXES	0	2,834	3,431	3,270	1,926	3,458
	LEVEL 3	TEXT	CURRENT STAFF WAGE INCREASE			TEXT AMT 3,371 87 3,458	
001-5109-572.22-00	RETIREMENT CONTRIBUTIONS	0	3,411	3,579	3,594	2,686	4,011
	LEVEL 3	TEXT	CURRENT STAFF WAGE INCREASE			TEXT AMT 3,894 117 4,011	
001-5109-572.23-00	HEALTH INSURANCE	0	6,924	7,321	7,321	5,486	7,324
	LEVEL 3	TEXT	HEALTH DENTAL LIFE INCREASE ON LIFE			TEXT AMT 6,877 372 72 3 7,324	
001-5109-572.24-00	WORKER'S COMPENSATION	0	38	300	258	93	282
	LEVEL 3	TEXT	CURRENT STAFF WAGE INCREASE			TEXT AMT 251 31 282	
001-5109-572.26-00	EAP BENEFIT	0	37	37	37	29	37
	LEVEL 3	TEXT	CURRENT STAFF			TEXT AMT 37	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
							37
*	PERSONNEL SERVICES	0	52,327	59,478	57,195	36,645	60,273
001-5109-572.31-13	OTHER PROF. SERVICES	1,215	1,500	1,500	1,500	1,500	1,500
	LEVEL 3 TEXT BANDS FOR DANCES & EVENTS					TEXT AMT 1,500 1,500	
001-5109-572.34-14	CONTRACT SERVICES OTHER	1,892	2,508	2,000	2,195	2,280	2,000
	LEVEL 3 TEXT FLOOR WAXING & CLEANING, WINDOW CLEANING					TEXT AMT 2,000 2,000	
001-5109-572.46-11	REGULAR MAINT/INSP EQUIP	632	485	800	800	400	800
	LEVEL 3 TEXT FIRE SPRINKLER INSPECTIONS					TEXT AMT 800 800	
001-5109-572.49-20	EQUIP & OTHER NON-CAPITAL	0	4,486	0	0	0	0
001-5109-572.52-00	OTHER OPERATING SUPPLIES	7,114	5,378	5,500	5,305	896	5,500
	LEVEL 3 TEXT REFRESHMENTS/FOOD FOR CLUB PARTIES, SHELIVING, CENTER SUPPLIES, DANCE DECORATIONS, ETC.					TEXT AMT 5,500 5,500	
*	OPERATING EXPENSE	10,853	14,357	9,800	9,800	5,076	9,800
**	ADULT ACTIVITY	10,853	66,684	69,278	66,995	41,721	70,073

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 BASE REQ
001-5125-572.12-00	LAKESIDE CENTER SALARIES AND WAGES	18,352	44,754	47,468	46,974	28,410	47,153
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					AMT 46,000 1,153 47,153	
001-5125-572.14-00	OVERTIME	153	1,088	1,000	1,000	1,010	1,000
	LEVEL 3 TEXT CURRENT STAFF					AMT 1,000 1,000	
001-5125-572.21-00	FICA TAXES	1,416	3,501	3,711	3,673	2,249	3,687
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					AMT 3,598 89 3,687	
001-5125-572.22-00	RETIREMENT CONTRIBUTIONS	0	3,513	3,547	3,547	2,395	3,565
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					AMT 3,461 104 3,565	
001-5125-572.23-00	HEALTH INSURANCE	0	6,190	7,335	7,335	4,225	7,335
	LEVEL 3 TEXT HEALTH DENTAL LIFE INCREASE ON LIFE					AMT 6,877 372 83 3 7,335	
001-5125-572.24-00	WORKER'S COMPENSATION	299	49	267	257	129	254
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					AMT 251 3 254	
001-5125-572.26-00	EAP BENEFIT	0	37	37	37	31	37
	LEVEL 3 TEXT CURRENT STAFF					AMT 37	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 BASE REQ
							37
* PERSONNEL SERVICES		20,220	59,132	63,365	62,823	38,449	63,031
001-5125-572.34-14	CONTRACT SERVICES OTHER	7,139	7,539	6,580	6,580	6,075	6,580
	LEVEL 3 TEXT					TEXT AMT	
							730
							3,000
							1,500
							500
							350
							500
							6,580
001-5125-572.41-00	COMMUNICATION SERVICES	422	126	360	360	55	0
001-5125-572.43-10	ELECTRICAL SERVICES	15,755	17,135	16,800	16,800	10,106	16,800
	LEVEL 3 TEXT					TEXT AMT	
							16,500
							300
							16,800
001-5125-572.46-16	BUILDING REPAIRS	9,892	13,712	13,838	13,838	1,000	13,838
	LEVEL 3 TEXT					TEXT AMT	
							2,000
							2,000
							135
							1,630
							1,673
							1,200
							1,200
							4,000
							13,838
001-5125-572.49-01	ADVERTISING	6,426	252	2,500	2,500	978	2,500
	LEVEL 3 TEXT					TEXT AMT	
							2,500
							2,500
001-5125-572.49-14	FURN. & FIXTURES NON-CAP	6,465	0	0	0	0	0
001-5125-572.49-19	LICENSES, TAXES & FEES	190	160	200	200	0	200
	LEVEL 3 TEXT					TEXT AMT	
							200

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 BASE REQ
							200
001-5125-572.52-00	OTHER OPERATING SUPPLIES	4,215	5,747	4,600	4,000	684	4,000
	LEVEL 3 TEXT BUILDING SUPPLIES, TABLE CLOTHS, TABLE & CHAIR REPLACEMENTS, TABLE DECORATIONS, MISC. KITCHEN ITEMS, SIGNAGE REPLACEMENT, ETC.					TEXT AMT 4,000	
							4,000
001-5125-572.52-12	UNIFORMS	0	0	0	600	601	600
	LEVEL 3 TEXT STAFF UNIFORMS					TEXT AMT 600 600	
*	OPERATING EXPENSE	50,504	44,671	44,878	44,878	19,499	44,518
**	LAKESIDE CENTER	70,724	103,803	108,243	107,701	57,948	107,549
***	RECREATION	830,042	844,346	971,131	972,909	574,915	961,929

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 BASE REQ
001-5200-579.12-00	ATHLETICS ATHLETICS SALARIES AND WAGES	200,014	199,201	289,078	276,524	163,360	289,808
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE					TEXT AMT 284,540 5,268 289,808	
001-5200-579.14-00	OVERTIME	1,663	5,921	5,500	5,500	485	5,500
	LEVEL 3 TEXT OVERTIME TOURNAMENTS, HOLIDAYS, EVENTS					TEXT AMT 5,500 5,500	
001-5200-579.21-00	FICA TAXES	14,560	14,701	22,544	21,583	11,825	22,600
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE					TEXT AMT 22,197 403 22,600	
001-5200-579.22-00	RETIREMENT CONTRIBUTIONS	16,216	17,524	29,641	28,328	17,494	34,129
	LEVEL 3 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 33,403 726 34,129	
001-5200-579.23-00	HEALTH INSURANCE	22,740	24,635	47,699	45,859	25,517	51,327
	LEVEL 3 TEXT HEALTH DENTAL LIFE INCREASE ON LIFE					TEXT AMT 48,139 2,604 572 12 51,327	
001-5200-579.24-00	WORKER'S COMPENSATION	2,755	315	4,656	4,478	2,515	4,089
	LEVEL 3 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE					TEXT AMT 4,009 80 4,089	
001-5200-579.26-00	EAP BENEFIT	141	136	262	250	163	262
	LEVEL TEXT					TEXT AMT	

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FOR FISCAL YEAR 2019

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3	CURRENT STAFF						262 262
-----		258,089	262,433	399,380	382,522	221,359	407,715
* PERSONNEL SERVICES							
001-5200-579.34-14	CONTRACT SERVICES OTHER	76,950	75,893	84,048	84,048	82,996	86,048
	LEVEL 3 TEXT YOUTH & ADULT UMPIRES AND SCOREKEEPERS					TEXT AMT	
	** ADD * 2019 CPI 2% INCREASE TO						79,585
	UMPIRES & SCOREKEEPERS PER CONTRACT						2,000
	BACKGROUND CHECKS @ \$15 EACH						4,463
							86,048
001-5200-579.40-00	TRAVEL PER DIEM	2,647	3,029	5,300	5,300	1,766	1,900
	LEVEL 3 TEXT ATHLETIC CONFERENCE / FRPA					TEXT AMT	
							1,900
							1,900
001-5200-579.40-10	EMPLOYEE TRAINING	1,079	1,151	1,820	1,820	1,743	2,220
	LEVEL 3 TEXT ATHLETIC CONFERENCE / FRPA					TEXT AMT	
	ATHLETIC BUSINESS CONFERENCE						1,500
	*** ADD 1 NEW EMPLOYEE TO FRPA						320
							400
							2,220
001-5200-579.49-01	ADVERTISING	1,716	2,140	2,000	2,000	382	2,600
	LEVEL 3 TEXT ATHLETIC ADVERTISING, FLYERS, ADS, RACK CARDS, ETC.					TEXT AMT	
	POP-UP PARK						2,000
							600
							2,600
001-5200-579.49-02	COMPUTER SOFTWARE	2,511	2,606	2,664	2,664	2,087	3,600
	LEVEL 3 TEXT SERVER FEES TO SUPPORT REC- ALERT					TEXT AMT	
	AVERAGE MONTHLY FEE \$220.00						2,664
	** INCREASE IN FEE TO \$300 MO, ADD						936
							3,600
001-5200-579.49-14	FURN. & FIXTURES NON-CAP	0	0	4,500	5,641	5,641	1,500
	LEVEL 3 TEXT OFFICE GUEST CHAIRS FOR NEW BUILDING					TEXT AMT	
							1,500

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							1,500
001-5200-579.49-19	TAXES, LICENSES, FEES	16,956	16,658	16,994	16,994	11,547	4,800
	LEVEL 3 TEXT CREDIT CARD MERCHANT FEES,VISA,MASTER CARD,AM EXP, TELECHECK					TEXT AMT 4,800	
							4,800
001-5200-579.49-20	EQUIP & OTHER NON-CAPITAL	0	0	0	2,778	2,601	0
001-5200-579.52-00	OTHER OPERATING SUPPLIES	30,501	27,662	31,685	30,544	24,723	34,185
	LEVEL 3 TEXT YOUTH & ADULT EQUIP.,BASKETBALLS, BASEBALLS, BATS, HELMETS, PITCHING MACHINE, KICKBALLS, CATCHER GLOVES, PENNIES, SOFTBALL MASKS, SOCCER, NETS,GOALS,VOLLEYBALL, ETC. MISC SUPPLIES FOR SPECIAL ACTIVITIES,TRYOUTS, YOUTH CLINICS,STAFF MEETINGS,ETC. BANNERS YOUTH & ADULT & SENIOR GAMES TROPHIES / AWARDS SENIOR GAMES EQUIPMENT & AWARDS PICKLEBALL EQUIPMENT POP-UP PARK ** FOOD, SUPPLIES, INFLATABLE BOUNCE HOUSE					TEXT AMT 10,395	
							2,940
							3,500
							12,075
							2,175
							600
							2,500
							34,185
001-5200-579.52-12	UNIFORMS	50,694	54,317	58,620	58,711	58,709	58,620
	LEVEL 3 TEXT UNIFORMS FOR YOUTH SPORTS ADULT SPORTS CHAMPIONSHIP SHIRTS SENIOR GAMES SHIRTS					TEXT AMT 55,900	
							1,520
							1,200
							58,620
001-5200-579.52-15	POSTAL SERVICE	0	0	0	0	2	0
001-5200-579.52-16	MEDICAL & LAB SUPPLIES	304	661	750	659	0	750
	LEVEL 3 TEXT FIRST AID ITEMS -ICE PACKS,BANDAIDS,GLOVES,ETC.					TEXT AMT 750	
							750
*	OPERATING EXPENSE	183,358	184,117	208,381	211,159	192,197	196,223
**	ATHLETICS	441,447	446,550	607,761	593,681	413,556	603,938

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

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***	ATHLETICS	441,447	446,550	607,761	593,681	413,556	603,938

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 09/2018

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ADMINISTRATION ADMINISTRATION 001-7000-519.12-00	SALARIES AND WAGES	2,502	0	0	0	0	0
	LEVEL 3						
	TEXT *****						
	THIS BUDGET WAS INCORPORATED INTO THE CITY MANAGER'S BUDGET 001-1200 IN FY17. *****						
001-7000-519.21-00	FICA TAXES	191	0	0	0	0	0
001-7000-519.24-00	WORKER'S COMPENSATION	2	0	0	0	0	0
*	PERSONNEL SERVICES	2,695	0	0	0	0	0
001-7000-519.41-00	COMMUNICATION SERVICES	106	0	0	0	0	0
001-7000-519.52-00	OTHER OPERATING SUPPLIES	261	0	0	0	0	0
*	OPERATING EXPENSE	367	0	0	0	0	0
001-7000-519.83-00	OTHER GRANTS AND AID	400	0	0	0	0	0
*	GRANTS & AIDE	400	0	0	0	0	0
**	ADMINISTRATION	3,462	0	0	0	0	0
***	ADMINISTRATION	3,462	0	0	0	0	0
****	GENERAL FUND	34,271,671	43,903,892	36,507,289	43,835,706	32,869,172	37,835,982
		34,271,671	43,903,892	36,507,289	43,835,706	32,869,172	37,835,982