



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

SEPTEMBER 19, 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 by Father Tim Daly of Basilica of Saint Paul
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. September 4, 2018 - Regular City Council Meeting
 - b. September 5, 2018 - Special City Council Meeting
7. Bid Awards and Contract Items
 - a. Approval of County of Volusia Standard Interlocal Agreement for Provision of Municipal Services
 - b. Intent to award ITB #18-19 Aquatic Plant Management Services to Applied Aquatic Management, Inc.
8. Approval to Write-off of Fair Share Debt associated with Westport Square PCD, Phase II Project (Kohl's - 1682 Taylor Rd) and Port Orange Properties Project (1633 Taylor Rd)
9. Approval of Major Special Event Request – The Last Resort Bar – 5812 South Ridgewood Avenue.
10. Resolution No. 18-36 - Ratifying and Declaring Election Results of Primary Election held on August 28, 2018 for District 2

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

D. COUNCIL COMMENTS

- 11. Comments/Concerns from Council Members

E. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

- 12. Citizen Advisory Committee for TPO
- 13. Planning Commission Appointments (x5)
- 14. Town Center CRA Appointment
- 15. Golf Advisory Board Report

F. PUBLIC HEARING

- 16. Discussion on Final Budget and Millage Rate for FY19
- 17. Resolution No. 18-37 - Adopting the Final Millage Rate for FY19
- 18. Resolution No. 18-38 - Adopting the Final Operating Budget for FY19
- 19. Resolution No. 18-39 - Adopting the Final Capital Budget for FY19
- 20. Resolution No. 18-40 - Adopting the Final Millage Rate for FY19 for Town Center CRA Tax Increment District
- 21. Resolution No. 18-41 - Adopting the Final Operating Budget for FY19 for Town Center CRA Tax Increment District
- 22. Resolution No. 18-42 - Adopting the Final Millage Rate for FY19 for Eastport CRA Tax Increment District
- 23. Resolution No. 18-43 - Adopting the Final Operating Budget for FY19 Eastport CRA Tax Increment District
- 24. Second Reading - Ordinance No. 2018-25 - Moratorium on Personal Wireless Communications Governed by Chapter 16, Section 9 of the Land Development Code
- 25. Second Reading - Ordinance No. 2018-27 - Shopping Carts
- 26. Second Reading - Ordinance No. 2018-28 - RV Parking Code Amendment
- 27. First Reading - Ordinance No. 2018-29 - Adoption of 18-3 Comprehensive Plan Amendments/Colony in the Wood (Case No. 18-20000005)
- 28. Approval of Subdivision Variances/4068 Carlisle Drive, Case No. 18-90000004
- 29. Approval of Development Order Modification to the Final Plat and Plans for the Westport Reserve Subdivision Phase 4, Case Number 18-52000001

G. REGULAR AGENDA

30. Resolution No. 18-23 - Expressing the City's Support and Intention to Create a PACE Program (Continued from August 7, 2018)
31. Approval of Membership Agreements for the PACE Program (Continued from August 7, 2018)
32. Ratification of two (2) Emergency Purchase orders for the repair of the south generator (\$51,449.02) located at the Water Reclamation Facility and the rental of a standby generator (\$18,213.00)

H. COMMENTS

33. City Attorney Comments
34. City Manager Comments

I. COUNCIL COMMITTEE REPORTS

35. City Council Committee Reports
 - a. ArtHaus
 - b. Port Orange/South Daytona Chamber of Commerce
 - c. Roundtable of Elected Officials

J. ADJOURNMENT

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

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

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

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

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 4, 2018

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

Pledge of Allegiance

Roll Call:	Present:	Councilman Chase Tramont Councilman Drew Bastian Councilman Bob Ford Vice Mayor Scott Stiltner Mayor Donald Burnette
	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Deanna Massey, City Clerk's Office

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Robert Reinhagen, citizen, expressed his concerns on writing off a loan used to renovate the golf course.

Citizens asked Councilman Ford to pull Resolution No. 18-28 from the consent agenda for further discussion.

5. Agenda Approval

Councilman Ford requested Council pull Item #8 - Resolution No. 18-28 from the consent agenda for further discussion, which is below the Consent Agenda approval.

6. Approval of Minutes

- a. August 7, 2018 - City Council Workshop
- b. August 21, 2018 - Regular City Council Meeting
- c. August 22, 2018 - City Council Workshop

7. Bid Awards and Contract Items

- a. Renewal of Wright National Flood Insurance
- b. Approval of the Intent to Award ITB 1828 Police Evidence Room Renovations and HVAC Upgrades to A.G. Pifer
- c. Approval of Change Order #2 to A.G. Pifer for the City Annex Renovation project
- d. Approval of the Fifth Amendment to Agreement between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area

8. Resolution No. 18-28 - Budget Appropriation
9. Major Special Event Request – Lighthouse Loop Half Marathon & 5K at the access road to Our Deck Down Under at 78 E. Dunlawton Avenue and Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue
10. Major Special Event Request Biketoberfest: First Turn Steakhouse & Lounge 5236, 5204 & 5164 South Ridgewood Avenue
11. Approval of the Kennick Settlement (Case No. 201731147CICI) (CA5248&5429)

Motion to approve the Consent Agenda as amended was made by Vice Mayor Scott Stiltner and Seconded by Councilman Chase Tramont. Motion carried unanimously by roll call vote.

Item #8 - Resolution No. 18-28 - Budget Appropriation

Councilman Ford spoke on the elements of budgeting. He stated the City needs to come to a realization that the golf course will not break even and not be able to pay their debt back.

(In reviewing the audio for recording these minutes, the motion and second for consideration of this item was unclear. The subsequent roll call vote passed 5-0. Staff brought this item back to Council on September 19, 2018 for reconsideration and clarification of the motion, second, and vote.)

CITIZEN PARTICIPATION (Agenda)

12. Steve Miller, Retired Water Production Manager/Public Utilities

Steve Miller spoke on the process of his grievance against the City Manager. He stated he was threatened by the City Manager and expressed concern about the way Jamie Miller, Director of Administrative Services, conducted her investigation.

Councilman Ford asked Mr. Miller to leave this meeting with his head held high. He spoke on how much he appreciates him and all the great work he has done while employed by the City.

Mayor Burnette thanked Mr. Miller for his service to the City.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Mike Gardner, 618 Ruth Street, spoke on his concerns with getting public records requests from the City when it comes to certain topics.

Regular City Council Meeting

September 4, 2018

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Connie Van Ordan, 37 Holly in The Wood, expressed the need for a light in front of Colony in The Wood. She spoke on her concerns with yard sale permits and the City taking down their signs.

Mayor Burnette spoke on the City's Ordinance regarding yard sale permits. The permits are for the yard sale not for the signs.

Councilman Ford stated the City will reach out to the County regarding the light.

Tom Menocal, 985 Countryside W. Blvd, expressed his concerns with searching for documents on our City website. The new version the city is currently using is hard to navigate.

Jake Johansson City Manager, stated he will have staff take a look at this issue and make it easier for citizens to search the website.

Ted Nofall, 857 Chickadee Dr., spoke on public participation, Florida State Statues, and his concerns on the projections from KemperSports regarding the golf course. He spoke on administrative time taken off by staff and stated Mr. Miller had to pay back \$14,000.00 to the City for vacation pay out.

Councilman Ford clarified there was an issue two years ago in regard to employees using paid vacation time and getting overpaid with additional time. This issue had been corrected and employees paid back their time.

Steve Miller, citizen, stated while working with the City his time was tracked and anytime he needed to take time off for something like a doctor's appointment he would put in for a couple hours during the day but found that other salary employees were not doing this.

COUNCIL COMMENTS

13. Comments/Concerns from Council Members

Councilman Tramont commented on issues with having citizens putting yard sale signs out. He would like to discuss this further and talk about possible changes that can be made. He thanked the voters for re-electing him and thanked his opponent Sarah Jones.

Councilman Ford spoke on the City's tax increase. He stated the poor citizens usually are the ones living in mobile homes and apartments and when the taxes are increased they are the ones most affected because there are no exemptions for them. He would like Council to keep those citizens in mind when talking about increased taxes.

Councilman Bastian spoke on the mowing of the right-a-way on Clyde Morris Blvd. He stated the grass has been cut but the weeds were not being taken care of.

Mr. Johansson stated this is County property and he would reach out to them and find out why they have not taken care of the weeds.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

14. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided an overview of the finance report ending on July 31, 2018.

PUBLIC HEARING

15. Second Reading Ordinance No. 2018-21 - LDC Amendment/Chapter 3, 5, 6, 13, 16 and 17 (Case No. 1825000005)

Mayor Burnette read Ordinance No. 2018-21.

ORDINANCE NO. 2018-21

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTERS 3, 5, 6, 13, 16, AND 17 RELATING TO CODE ADMINISTRATION, SUBDIVISION AND SITE PLAN REGULATIONS, LANDSCAPING AND BUFFERS, HOME OCCUPATIONS, RESIDENTIAL OUTDOOR STORAGE AND PC-A INDIVIDUAL ZONING DISTRICT DISCLOSURE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2018-21 was made by Vice Mayor Scott Stiltner and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

16. Second Reading Ordinance No. 2018-23 – Rezoning/6225 S. Williamson Boulevard (Case No. 1860000003)

Mayor Burnette read Ordinance No. 2018-23.

ORDINANCE NO. 2018-23

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING +5.85 ACRES LOCATED AT 6225 SOUTH WILLIAMSON BOULEVARD FROM PLANNED COMMUNITY DEVELOPMENT (PCD) TO COMMUNITY

COMMERCIAL (CC); AUTHORIZING REVISION OF THE OFFICIAL
ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2018-23 was made by Vice Mayor Scott Stiltner and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

17. First Reading Ordinance No. 2018-24 - Annexation/1727 & 1737 Fern Park Drive; (Case No. 1810000003)

Mayor Burnette read Ordinance No. 2018-24.

ORDINANCE NO. 2018-24

AN ORDINANCE OF THE CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA, ANNEXING APPROXIMATELY ±15.3 ACRES OF PROPERTY LOCATED AT 1727 AND 1737 FERN PARK DRIVE; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2018-24 was made by Vice Mayor Scott Stiltner, and Seconded by Councilman Chase Tramont

Penelope Cruz, Planner, provided an overview of the annexation of the property located at 1727 and 1737 Fern Park Dr. to repeal conflicting ordinances.

Councilman Tramont asked what the future outlook is for this property and what is allowed on the property right now.

Ms. Cruz replied the applicant intends to provide a 50-foot paved road off their property working in partnership with the property owner to the left. The site plans have not yet been submitted. The property is currently low density under Volusia County, and the applicant would like to double the current density.

Coleen Miles, applicant, clarified they are not asking for double the density. They are asking for six acres and it is currently four acres.

Mayor Burnette asked Ms. Cruz if any other properties have access to that road.

Ms. Cruz replied there are currently many properties that use the roads access.

Motion carried unanimously by roll call vote.

18. First Reading Ordinance No. 2018-25 - Moratorium on Personal Wireless Communications Governed by Chapter 16, Section 9 of the Land Development Code.

Mayor Burnette read Ordinance No. 2018-25.

ORDINANCE NO. 2018-25

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING A MORATORIUM ON THE SUBMITTAL OF APPLICATIONS FOR SITE PLANS, SUBDIVISIONS, CONDITIONAL USES, SPECIAL EXCEPTION USES, AND CHANGE OF USE, AND ALSO THE ISSUANCE OF DEVELOPMENT ORDERS, BUILDING PERMITS, ZONING VERIFICATION LETTERS, SPECIAL EXCEPTIONS, CONDITIONAL USE, AND CHANGE OF USE ZONING APPROVALS FOR COMMUNICATION TOWERS, ALTERNATIVE SUPPORT STRUCTURES, ANTENNAS, AND OTHER COMMUNICATIONS FACILITIES USED IN SUPPORT THEREOF GOVERNED BY CHAPTER 16, SECTION 9 OF THE LAND DEVELOPMENT CODE; PROVIDING FOR THE DURATION OF THE MORATORIUM; PROVIDING FOR INTERPRETATION; PROVIDING DEFINITIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2018-25 was made by, Councilman Drew Bastian and seconded by Vice Mayor Scott Stiltner.

Tim Burman, Community Development Director, provided an overview of establishing a moratorium on submittals for applications.

Motion carried unanimously by roll call vote.

Council took a brief recess and reconvened at 7:53p.m.

REGULAR AGENDA

19. Resolution No. 18-17 - Partial Drainage Easement Vacation – Lot 86, Foxboro Phase II, 618 Ipswich Lane.

Mayor Burnette read Resolution No.18-17.

RESOLUTION NO. 18-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, VACATING A PORTION OF THE REAR YARD DRAINAGE EASEMENT LOCATED AT 618 IPSWICH LANE ON LOT 86 OF THE FOXBORO SUBDIVISION – PHASE II; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 18-17 as recommended by staff was made by Vice Mayor Scott Stiltner and Seconded by Councilman Drew Bastian.

Margret Tomlinson, Construction and Engineering Manager, provided an overview of Resolution No. 18-17. The applicant is requesting to vacate seven and a half feet of the 50-foot drainage easement. The drainage was created to protect a swale that runs behind the properties on Ipswich Lane and Touro Drive. After some analysis the City can support a partial vacation but would require ten feet on each side of the fence for a total of twenty feet to work with which is the standard for the City.

Lynn Steven, Director of Public Utilities and Public Works, stated the easement has a six-inch depth so it operates as a dry pond not as a ditch and is not designed to hold water. If the City needs to get in the area for maintenance, we would ask other property owners to move their fence.

Larry Vancini, 618 Ipswich Ln, provided an overview of his request. He stated there has never been any drainage concerns on his property or in his area. He understands the City's concerns in regard to drainage issues but is requesting to be allowed to put in a pool. He believes his request is reasonable.

Mayor Burnette commended Mr. Vancini for making an effort to improve his home. He believes this shows his interest in continuing to reside here in Port Orange.

Councilman Bastian doesn't see a problem with putting in a pool on his property.

Vice Mayor Scott Stiltner doesn't have a problem with the property owner putting in a pool. He pointed out an important factor as a homeowner is communicating with your neighbors.

Councilman Ford stated that the City has been rough on easements. He spoke on the concerns addressed by staff and stated he is inclined to agree with them on this issue.

Margret Roberts, City Attorney, wanted to remind the Council that a drainage easement impacts a whole subdivision and what they do for one applicant in a subdivision may have to be repeated.

Mr. Johansson clarified the standard for the City is 10 feet on each side for a total of 20 feet. The applicant is asking for 7.5 feet on each side. He stated that the easement is there for a reason and moving it could cause some issues in the future.

Motion to amend Resolution No. 18-17 to include the additional easement requested by the applicant was made by Vice Mayor Scott Stiltner and seconded by Councilman Drew Bastian.

Motion to withdraw the motion to approve and motion to amend Resolution No. 18-17 was made by Vice Mayor Stiltner and seconded by Councilman Drew Bastian.

Motion to approve applicants request to vacate 7.5 feet and up to 15 feet wide Easement on their lot to construct an inground pool as shown and a concrete deck in their rear yard was made by Vice Mayor Scott Stiltner and Seconded by Councilman Drew Bastian. Motion passed 4-1 with Council Member Drew Bastian, Mayor Donald Burnette, Vice Mayor Scott Stiltner, Council Member Chase Tramont voting yes and Councilman Ford voting no.

20. First Reading Ordinance No. 2018-27 –Shopping Carts

Mayor Burnette read Ordinance No. 2018-27.

ORDINANCE NO. 2018-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 18, TO ESTABLISH A NEW ARTICLE XIV ADOPTING SHOPPING CART REGULATIONS RELATED TO SIGNAGE, ONSITE RETENTION MEASURES AND RETRIEVAL PLANS; PROVIDING PROCEDURES FOR SHOPPING CARTS FOUND ON PUBLIC PROPERTY; PROVIDING FOR PENALTIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-27
was made by Vice Mayor Scott Stiltner
and Seconded by Councilman Chase
Tramont.

Thomas Grimaldi, Chief of Port Orange Police Department, asked Council to approve Ordinance No. 2018-27. He stated this is an attempt to reduce the amount of shopping carts being removed from shopping centers.

Vice Mayor Stiltner spoke on the importance of having communication with the businesses to help us help them and this Ordinance is in no way trying to make more work for them. Carts are being removed from businesses costing them money, and they are being left all over the City.

Chief Grimaldi would like to address this issue to deter it from leading to a more serious offense.

Ms. Roberts stated it is a great point to communicate with the businesses and believes it strengthens the Ordinance. She suggested Council add an amendment to the Ordinance on communicating with the business owners.

Mr. Menocal spoke on geotagging. He stated it is simple and quick to use which would allow for businesses to locate and retrieve their lost carts.

Mark Dickinson, citizen, stated this Ordinance would punish businesses. He feels the City will create more problems by approving this Ordinance.

Ms. Roberts suggested adding a whereas paragraph that recognizes that the commercial business owners have been notified and given an opportunity to bring forward their comments and concerns.

Motion to amend Ordinance No. 2018-27
with City Attorney suggestion was made
by Vice Mayor Scott Stiltner and
Seconded by Councilman Chase
Tramont. Motion Carried unanimously by
roll call vote.

Motion to adopt Ordinance No. 2018-27
as amended carried unanimously by roll
call vote.

21. First Reading Ordinance No. 2018-28 - RV Parking Code Amendment

Mayor Burnette read Ordinance No. 2018-28.

ORDINANCE NO. 2018-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 70-48 OF THE CODE OF ORDINANCES RELATING TO PARKING OF RECREATIONAL VEHICLES AND EQUIPMENT IN RESIDENTIAL AREAS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-28 was made by Vice Mayor Scott Stiltner and Seconded by Councilman Drew Bastian.

Chief Grimaldi stated there is some conflicting language in our City's current code. This Ordinance will provide clearer language for the Code Enforcement Officers and will give the citizens two additional feet to park their RV'S without being in violation of the City's code.

Motion passed 4-1 with Councilman Drew Bastian, Councilman Bob Ford, Vice Mayor Scott Stiltner, Council Member Chase Tramont voting yes and Mayor Donald Burnette voting no.

22. Guidance on Fund Ownership of Riverwalk Property

Mr. Johansson stated the City believes we should transfer property ownership to the CRA.

Tracy Riehm, Finance Director, provided an overview of the Fund Ownership of the Riverwalk Property.

Motion to transfer the properties from the general fund to the Town Center CRA was made by Vice Mayor Scott Stiltner and Seconded by Councilman Bob Ford. Motion carried unanimously by roll call vote.

Mr. Johansson stated staff recommends zero percent interest.

Mayor Burnette agreed that the City shouldn't add additional interest to something the City will have a difficult time paying back. He doesn't see any issues with leaving it at zero percent interest.

Motion to maintain the interest rate at zero percent was made by Councilman Bob Ford and Seconded by Councilman Chase Tramont. Motion carried unanimously by roll call vote.

23. Discussion of City Attorney Work Performance

Mayor Burnette asked the Council to give honest feedback and ask Council how they would prefer to give their feedback.

Councilman Bastian commented that we recently approved a raise for the City Attorney.

Councilman Ford feels individual feedback would be best.

Mayor Burnette stated the Council would provide feedback to the City Attorney individually and bring this back up publicly possibly sometime in October.

Ms. Roberts thanked the Council Members. She will schedule time with each member to meet individually.

Vice Mayor Stiltner appreciates Ms. Roberts and all of her staff for the work that they do.

Councilman Bastian recognized the City Attorney and her staff for doing great work.

COMMENTS

24. City Attorney Comments - Update on contract for ITB 18-18 City Facility Landscape Maintenance Services

Ms. Roberts spoke on the contract for the landscape maintenance services. The bid was for a two-year contract. The bonding agency was willing to commit to a one-year bond with no assurance on the second year. She recommended an amendment to the contracts language before it is fully executed to include a one-year contract with the right to renew for an additional one-year contract subject to bonding.

Motion to amend the contract for ITB #18-18 City facility landscape maintenance services as suggested by the City Attorney was made by Vice Mayor Scott Stiltner and Seconded by Councilman Chase Tramont. Motion carried unanimously by roll call vote.

25. City Manager Comments

a. DMS Site Lease Agreement

Mr. Johansson stated that Frank Costas has allowed the City to utilize his property on Hensel Road as a temporary debris management site if needed for disaster cleanup. Due to active construction this site will likely not be available for the next hurricane season.

Ms. Roberts stated the City would seek multiple sites to always have the appropriate backups and this lease provides for our nonexclusive right to do so.

Council Members authorized Mr. Johansson to sign the DMS Site Lease Agreement.

Mr. Johansson stated Staff is well aware of the current salary employee administrative policies with regard to taking time off. He keeps open communication with Department Heads and is aware of where they are. He doesn't believe that hourly employees are abusing their time off and if anything comes to light it will be dealt with appropriately.

COUNCIL COMMITTEE REPORTS

26. City Council Committee Reports

- a. River to Sea TPO - Councilman Ford stated there is not much concern at this time.
- b. General Employees' Pension Plan - There were no comments on the general employees' pension plan.

Mayor Burnette stated the Volusia League of Cities dinner is coming up and would like someone from Council to attend because he is unable to attend.

Councilman Tramont spoke on an issue in regard to estimates and increased costs from the City of Daytona Beach from 2.5 million to 5.3 million for the homeless shelter.

Mr. Johansson stated the City of Port Orange already contributed in fiscal year 2017 and is not currently involved with the project.

ADJOURNMENT – 9:05 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS - CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 5, 2018

THE SPECIAL CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:30 p.m.

Invocation - Rev. Rebecca T. Hyvonen of Cross Creek Community Church

Pledge of Allegiance

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

Also Present: Jake Johansson, City Manager
 Margaret Roberts, City Attorney
 Deanna Massey, Clerk's Office

PUBLIC HEARING

4. Property Appraiser Update

Chris Flynn, District Director of the Volusia County Property Appraisers Office, presented a roll-back rate explanation and discussed the millage rate which will provide the same ad valorem tax revenue of taxing authority as was levied during the prior year less the amount paid or applied as a consequence of an obligation measured by the dedicated increment value with some exclusions.

Mayor Burnette stated one of the most frequent questions he gets about taxes is about roll back and why some citizens taxes have gone up, yet others have gone down.

Jake Johansson, City Manager, stated the tax increase only equates to 7.3% increase in taxes not a 15% increase in taxes.

Vice Mayor Stiltner asked if there are any other split taxing districts outside of the hospital district in the City of Port Orange.

Mr. Flynn replied all of the information is available on the Volusia County Property Appraisers website. He spoke on property's assessed values and taxable values. He encouraged citizens to visit the website and view all of the exemptions available.

5. Discussion of Tentative Millage Rate and Budget for FY19

Mayor Burnette stated the Fiscal Year 2019 Budget commences on October 1, 2018 and

continues through September 30, 2019. The tentative millage rate to be levied is 4.6288 mills per \$1,000.00 of valuation and is a 9.99% increase in ad valorem tax revenues above the roll-back rate. The roll back rate is 4.2084 mills per \$1,000.00 of valuation.

Vice Mayor Stiltner pointed out the difference in the roll-back rate from Volusia County Property Appraiser's report of 4.2082 and the City's of 4.284.

Jake Johansson, City Manager, pointed out that the City's number is in accordance with the City's notices. He recapped the progress that the City has made throughout the year. He spoke on the increase in millage over the roll-back rate and the specific purposes for the increase. He went over the additions that were made within the City to staff personnel.

Mayor Burnette asked the Council to discuss the reasons for the increase in the final millage above the roll-back date.

Councilman Chase Tramont is still opposed to the increase in taxes. He wants to take care of the City's staff and staff salaries; however, what he hears from the citizens is them asking for us to stop raising their taxes.

Councilman Ford stated we need to keep our taxes at an affordable level. There are a lot of seniors on fixed income who can't afford for the City to continue to raise their taxes. He feels Volusia County needs to address the need for ambulance services; Port Orange should not have to assist them in meeting these needs.

Vice Mayor Stiltner is very passionate about Port Orange as a City. He discussed how throughout the year there are many discussions about things that can improve the City but when it comes to budget time these things tend to fall through the cracks. He would have liked to see the County step up a long time ago with the ambulance issues, but they haven't, and it is unclear if they will. There is a problem in Volusia County with lack of ambulances, but the City needs to look out for its citizens to ensure they will get the help they need in a timely manner. He stated that overall many residents will likely see a decrease in their tax bill. He stated as a City, Port Orange compares very well to other municipalities in the County of Volusia.

Councilman Bastian stated that the number one responsibility of the people sitting up on the dais is public safety. He discussed his current tax bill and stated he will only see a 12 cent a day increase after adding all the additional services.

Mayor Burnette stated in years passed they have always been able to rely on the previous year's overage, and this year we don't have that. The City is currently below our reserves and this has had a negative impact on the budget.

Allen Green, citizen, spoke on his concerns with the City waiving fees for the golf course, impact fees, permits, and food trucks, and it all adds up. The city must stop doing that.

Mark Dickinson, citizen, spoke on issues he had with code enforcement searching his backyard, the police department going back several years. He stated it took the City one

year to clear up the bike path and expects better response from the City.

Mary Wilson, citizen, discussed the importance of having emergency services. She stated she has no problem with paying a 12 cent a day difference to keep the citizens in Port Orange safe. She has very high respect for the City's fire department.

Tom Weber, citizen/Former Fire Chief, stated he is not against raising the taxes. He spoke on the City's response times and stated they are not where they need to be. He stated the system needs to be fixed.

Tim Jackson, citizen, stated he is in full support with raising the taxes, and there are needs for ambulances and first responders.

William Ward, citizen, spoke on the tax increase. He stated if this increase passes his bill will be going up around \$120.00. He stated on a scale from 1 to 10, he ranks our fire services a 10.

Mayor Burnette announced the Council will now hear comments regarding the proposed tentative millage.

Vice Mayor Stiltner stated there are many times when there have not been any ambulance services available to the City of Port Orange's citizens. He spoke to employee raises and stated we fail in comparison to other cities we run into, service, response, seniority, and experience issues, and we don't want that.

Councilman Bob Ford commented our system in many ways is conservative. This comes down to what kind of service we as a City want to provide. The City needs to be more conservative in our spending.

Councilman Bastian commented that there are almost never any ambulances available for the citizens of Port Orange and he is not okay with that.

6. Resolution No. 18-29 - Adopting the Tentative Millage Rate for FY19

Mayor Burnette read Ordinance No. 18-29.

RESOLUTION NO 18-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE PROPERTY TAX MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2019 (OCTOBER 1, 2018 TO SEPTEMBER 30, 2019); AND PROVIDING AN EFFECTIVE DATE.

Mayor Burnette announced the adopted tentative millage rate of 4.6288 mills per \$1,000.00 of valuation is a 9.99% increase in ad valorem tax revenues above the roll-back rate.

Motion to adopt Resolution No. 18-29 was made by Vice Mayor Scott Stiltner and seconded by Councilman Drew Bastian.

Ted Nofall, citizen, spoke on the revenues the City is projecting.

Motion passed 3-2 with Councilman Drew Bastian, Vice Mayor Scott Stiltner, and Mayor Donald Burnette voting yes and Councilman Chase Tramont and Councilman Bob Ford voting no.

7. Resolution No. 18-30 - Adopting the Tentative Operating Budget for FY19

Mayor Burnette read Resolution No. 18-30.

RESOLUTION NO 18-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$102,461,288; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-30 was made by Vice Mayor Scott Stiltner and seconded by Councilman Bastian.

Mr. Nofall questioned the Council members on what they did differently this year in the analysis. He stated the City should have two officers share a police vehicle between shifts. There is no need for each officer to have their own vehicle.

Motion passed 3-2 with Councilman Drew Bastian, Vice Mayor Scott Stiltner, and Mayor Donald Burnette voting yes and Councilman Chase Tramont and Councilman Bob Ford voting no.

8. Resolution No. 18-31 - Adopting the Tentative Capital Budget for FY19

Mayor Burnette read Resolution No. 18-31.

RESOLUTION NO. 18-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING THE TENTATIVE CAPITAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE AMOUNT OF \$9,818,722; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-31 was made by Vice Mayor Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried 3-2 with Councilman Drew Bastian, Vice Mayor Scott Stiltner, and Mayor Donald Burnette voting yes and Councilman Chase Tramont and Councilman Bob Ford voting no.

9. Resolution No. 18-32 - Adopting the Tentative Millage Rate for FY19 for Town Center CRA Tax Increment District

Mayor Burnette read Resolution No. 18-32.

RESOLUTION 18-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE TOWN CENTER TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2019 (OCTOBER 1, 2018 TO SEPTEMBER 30, 2019); AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-32 was made by Vice Mayor Scott Stiltner and seconded by Councilman Drew Bastian.

Mr. Dickinson stated his tax bill will increase \$5.47.

Motion passed 3-2 with Councilman Drew Bastian, Vice Mayor Scott Stiltner, and Mayor Donald Burnette voting yes, Councilman Chase Tramont and Councilman Bob Ford voting no.

10. Resolution No. 18-33 - Adopting the Tentative Operating Budget for FY19 for Town Center CRA Tax Increment District

Mayor Burnette read Resolution No. 18-33.

RESOLUTION NO. 18-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE TOWN CENTER TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$476,503; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-33 was made by Councilman Drew Bastian and seconded by Vice Mayor Scott Stiltner. Motion passed 3-2 with Councilman Drew Bastian, Vice Mayor Scott Stiltner, and Mayor Donald Burnette voting yes and Councilman Chase Tramont and Councilman Bob Ford voting no.

11. Resolution No. 18-34 - Adopting the Tentative Millage Rate for FY19 for Eastport CRA Tax Increment District

Mayor Burnette read Resolution 18-34.

RESOLUTION NO 18-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE EASTPORT TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2019 (OCTOBER 1, 2018 TO SEPTEMBER 30, 2019); AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-34 was made by Vice Mayor Scott Stiltner and seconded by Councilman Drew Bastian.

Mr. Nofall spoke on the increase in taxes and how it will affect the businesses in the

Motion passed 3-2 with Councilman Drew Bastian, Vice Mayor Scott Stiltner, and Mayor Donald Burnette voting yes and Councilman Chase Tramont and Councilman Bob Ford voting no.

12. Resolution No. 18-35 - Adopting the Tentative Operating Budget for FY19 for Eastport CRA Tax Increment District

Mayor Burnette read Resolution No. 18-35.

RESOLUTION NO. 18-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE EASTPORT TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$207,733; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 18-35 was made by Vice Mayor Scott Stiltner and Seconded by Councilman Drew Bastian. Motion passed 3-2 with Councilman Drew Bastian, Vice Mayor Scott Stiltner, and Mayor Donald Burnette voting yes and Councilman Chase Tramont and Councilman Bob Ford voting no.

Mayor Burnette requested a motion to direct the City Clerk to publish an advertisement providing notice of the City of Port Orange City Council's intent to adopt the final millage rate and final operating and capital budget for the City of Port Orange, the Community Redevelopment Agency for Port Orange Town Center and the Community Redevelopment Agency for Eastport Business Center complying with the budget summary requirements of law.

Motion to direct the City Clerk to publish an advertisement providing notice of the City of Port Orange City Council's intent was made by Vice Mayor Scott Stiltner and Seconded by Councilman Drew Bastian. Motion passed 4-1 with

Councilman Drew Bastian, Mayor Donald Burnette, Vice Mayor Scott Stiltner, Councilman Chase Tramont voting yes and Councilman Bob Ford voting no.

Mayor Burnette stated in addition to the foregoing general operating budget/millage levy, there is a voter approved millage levy of .2923 mills to fund the debt service for the 2016 general obligation refunding bonds issued for public safety capital facilities.

Council took a short recess to allow the Town Center and Eastport CRA hold their meetings.

Mayor Burnette called the meeting back to order at 7:06 p.m.

Mr. Johansson thanked the finance department for all of their hard work. He appreciates all the support and help Council has given the City.

Mayor Burnette stated we are all in unanimity and trust staff to carry out their jobs to finish up the budget and produce positive results.

ADJOURNMENT: 7:08 p.m.

DONALD O. BURNETTE, MAYOR

Attest:

ROBIN L. FENWICK, CMC
CITY CLERK



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: Yes

SUBJECT: (B7a) Approval of County of Volusia Standard Interlocal Agreement for Provision of Municipal Services

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve, subject to City Attorney approval, for the Volusia County Interlocal Agreement for maintenance, repair & installation of new traffic signals for a one-year term, October 1, 2018 - September 30, 2019 in the amount of \$40,000; and to authorize the Mayor and City Clerk to execute all contract required documents.

SUMMARY: In 2015, City Council approved a three-year Interlocal Agreement with Volusia County for the maintenance, repair and installation of new traffic signals for the period of October 1, 2015 through September 30, 2018.

The request for a new Interlocal Agreement proposed by Volusia County is for a one-year term only; October 1, 2018 through September 30, 2019. Volusia County is currently exploring making changes to the agreement that is held with several municipalities including the City of Port Orange.

This Agreement also has a provision whereby the County will provide additional services on an "as requested" basis for City maintained roadway, drainage infrastructure, and other traffic engineering related services. To date, the City has not utilized any of the additional services available under the Agreement. Costs for traffic signal maintenance and repair for FY2018, to date, is \$23,123.38 for the months of October 2017 through June 2018. We have not been invoiced for July, August or September. For FY2017, actual cost for signal repairs and service was \$22,810.00 and for FY2016, service costs were \$34,102.00. Annual expenditures will always vary and are determined by the actual number of signal malfunctions, unexpected breakdowns due to weather or traffic accidents, storm related damage and extent of maintenance required for that fiscal year.

In the past, Council has requested staff to look at contracting the maintenance of traffic signals and related devices with private companies. There are not many private vendors who can provide the services required and the closest one staff located is in Orlando. The response time to calls for service would be greater than as now provided by County services. Additionally, comparisons reviewed in 2015 showed that the services provided by the County are lower as their cost is "direct cost" (labor, equipment, materials) with no profit margin. The level of service is higher due to the County's familiarity with our City, the roadways and signal locations. Past discussions

with sister Cities revealed they have looked at contracting the service to no avail and they continue to utilize County services.

Additionally, the City is under a separate agreement with the Florida Department of Transportation (FDOT) whereby the State reimburses the City for costs associated with traffic signals located on State highways within City limits. Volusia County maintains the service records, completes the annual report and submits it directly to FDOT on behalf of the City. Reimbursement from FDOT for the period of 2016-2017 was \$41,596.00; for 2017-2018 total reimbursement from FDOT was \$42,724.00; and for the 2018-2019 term, reimbursement is expected to be \$43,926.00. Having the County maintain the service records and complete the forms for FDOT helps to ensure the City remains eligible for State reimbursement each year.

Project No.: Funding Account No.: 001-4300-541-4603

ATTACHMENTS:

1.	Justification Memo Interlocal Agreement with Volusia County	Justification Memo Interlocal Agreement with Volusia County.docx
2.	VOLUSIA COUNTY INTERLOCAL AGMT 2018 TO 2019 for municipal services traffic signal repairs and service	VOLUSIA COUNTY INTERLOCAL AGMT 2018 TO 2019 for municipal services traffic signal repairs and service.pdf
3.	VOLUSIA COUNTY INTERLOCAL AGMT 2018 to 2019 email from vol county	VOLUSIA COUNTY INTERLOCAL AGMT 2018 to 2019 email from vol county.pdf
4.	VOLUSIA COUNTY INTERLOCAL AGMT 2015 - 2018 APPROVED BY COUNCIL TRAFFIC SIGNAL REPAIRS	VOLUSIA COUNTY INTERLOCAL AGMT 2015 - 2018 APPROVED BY COUNCIL TRAFFIC SIGNAL REPAIRS.pdf

Kynah Cockcroft	Created/Initiated - 09/06/2018
Julia Wiggins	Approved - 09/10/2018
Tom DiEulio	Approved - 09/10/2018
Ronny Buttrum	Approved - 09/10/2018
Lynn Stevens	Approved - 09/10/2018
Tracey Riehm	Approved - 09/10/2018
Margaret Roberts	Approved - 09/10/2018
Jake Johansson	Approved - 09/10/2018
Robin Fenwick	Final Approval - 09/10/2018



City of Port Orange

Public Works & Utilities Department

TO: M.H. Johansson, City Manager

FROM: Lynn Stevens, Director of Public Utilities & Public Works

DATE: September 6, 2018

SUBJECT: Volusia County Interlocal Agreement for Provision of Municipal Services

REQUEST:

The Public Works & Utilities Department is requesting Council approval to enter the Volusia County Interlocal Agreement for Provision of Municipal Services for maintenance and operation of traffic control devices.

PURPOSE:

The purpose of this request is to contract with Volusia County for maintenance, repairs and installation of new traffic signals and related devices.

CONSIDERATION:

In 2015, City Council approved a three-year Interlocal Agreement with Volusia County for the maintenance, repair and installation of new traffic signals for the period of October 1, 2015 through September 30, 2018.

The new agreement proposed by Volusia County is for a one-year term only, instead of the typical three-year term, as Volusia County is currently exploring making changes to the agreement that is held with several municipalities including the City of Port Orange.

This Agreement also has a provision whereby the County will provide additional services on an "as requested" basis for City maintained roadway, drainage infrastructure, and other traffic engineering related services. To date, the City has not utilized any of the additional services available under the Agreement.

Costs for traffic signal maintenance and repair for FY2018, to date, is \$23,123.38 for the months of October 2017 through June 2018. We have not been invoiced for July, August or September. For FY2017, actual cost for signal repairs and service was \$22,810.00 and for FY2016, service costs were \$34,102.00. Annual expenditures will always vary and are determined by the actual number of signal malfunctions, unexpected breakdowns due to weather or traffic accidents, storm related damage and extent of maintenance required for that fiscal year.

In the past, Council has requested staff to look at contracting the maintenance of traffic signals and related devices with private companies. There are not many private vendors who can provide the services required and the closest one staff located is in Orlando. The response time to calls for service would be greater than as now provided by County services. Additionally, comparisons reviewed in 2015 showed that the services provided by the County are lower as their cost is "direct cost" (labor, equipment, materials) with no profit margin. The level of service is higher due to the County's familiarity with our City, the roadways and signal locations. Past discussions with sister Cities revealed they have looked at contracting the service to no avail and they continue to utilize County services.

Additionally, the City is under a separate agreement with the Florida Department of Transportation (FDOT) whereby the State reimburses the City for costs associated with traffic signals located on State highways within City limits. Volusia County maintains the service records, completes the annual report and submits it directly to FDOT on behalf of the City. Reimbursement from FDOT for the period of 2016-2017 was \$41,596.00; for 2017-2018 total reimbursement from FDOT was \$42,724.00; and for the 2018-2019 term, reimbursement is expected to be \$43,926.00. Having the County maintain the service records and complete the forms for FDOT helps to ensure the City remains eligible for State reimbursement each year.

FUNDING:

FY2019 Budget Amount \$40,000.00

Account 00143005414603

RECOMMENDATION:

The Public Works & Utilities Department recommends Council approve the Volusia County Interlocal Agreement for maintenance, repair and installation of new traffic signals for a one-year term, October 1, 2018 through September 30, 2019.

ANTICIPATED SCHEDULE:

- a.) Entry to Boardsync –
- b.) Council Meeting date – September 25, 2018

ATTACHMENTS:

- a.) Volusia County Interlocal Agreement for Municipal Services
- b.) Email from Volusia County regarding Agreement

CC: James Buttrum, Deputy Director of Public Works
Tom DiEulio, Operations Manager
Julia Wiggins, Budget Analyst
Kynah Cockcroft, Sr. Administrative Assistant

**COUNTY OF VOLUSIA STANDARD INTERLOCAL
AGREEMENT FOR PROVISION OF MUNICIPAL
SERVICES TO THE CITY OF PORT ORANGE, FLORIDA**

THIS AGREEMENT is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as **COUNTY**, and the City of Port Orange, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as **CITY**.

RECITALS

1. The **COUNTY** is authorized by Section 125.01(1)(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions.
2. Public agencies (including **COUNTY** and **CITY**) are authorized by Section 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of such public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of county or city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by **CITY** of such constitutional or statutory duties to **COUNTY**.
3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities as set forth in Section 163.01(2), Florida Statutes.
4. Pursuant to Section 768.28, Florida Statutes, neither the **COUNTY** nor the **CITY** waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.
5. The City Council of **CITY**, after evaluation of options for the provision to its residents of the municipal services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with **COUNTY** for provision of such services, which services will be performed by **COUNTY** personnel.

6. COUNTY certifies that it has qualified personnel or subcontractors to perform the services enumerated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

PART I. GENERAL PROVISIONS

7. The foregoing representations are hereby adopted as a material part of this Agreement.

8. **PURPOSE.** The purpose of this Agreement is for the COUNTY to provide specified *municipal* services and equipment to the CITY (hereinafter, the Contract Services), at an agreed upon level of service (LOS) herein specified, in lieu of the CITY using its own personnel and equipment therefor.

9. **COUNTY DEPARTMENTS.** COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization lines of the COUNTY'S DEPARTMENTS (hereinafter, Departments). The Director of the applicable Department (or his or her designee) shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation and implementation of this Agreement.

10. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are *municipal* level of services as described in the attached Addendum. Such Contract Services shall be provided by COUNTY resources distinct from the level of services that are funded by county-wide ad valorem and other county-wide revenues (hereinafter, "County Services"), which services COUNTY would provide irrespective of this Agreement, and which services COUNTY will continue to provide notwithstanding this Agreement. The CITY government shall pay COUNTY for the Contract Services provided for herein.

11. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of CITY, any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the COUNTY.

12. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the general managerial and policy decisions of the CITY. The CITY may identify specific tasks within the Services described in Article 21 of this Agreement to be performed by COUNTY, and the portion of the relevant budget to be allocated thereto, including, but not limited to the location, and nature of specific projects. Except as set

forth below, the COUNTY shall have the responsibility for the operational management of the provision of the actual service. It is the intent of the CITY that the CITY'S general management decisions referenced above are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services except as set forth below in this Article 12 or specifically set forth in the Addendum referenced in Article 21. Should the CITY direct or exercise operational control in fact and there be liability to third parties and/or to the COUNTY that flows therefrom, then the CITY shall have responsibility for all liability arising therefrom subject to the provisions in recital number 4 and Article 13 of this Agreement. For all other services provided by the COUNTY where specific professional standards are applicable to the performance of service tasks, the COUNTY'S designated officer in charge (OIC), or his or her designee, shall have the authority for decision making within that realm. The relevant COUNTY Department Director, or the OIC, shall be available on a regular basis to the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein. The CITY shall make no claim against the COUNTY predicated upon the theory that the failure to provide services at a given time caused damages to the CITY or a third party complainant.

13. SOVEREIGN IMMUNITY. Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted or may be adopted by the Florida Legislature, and any liability of either party for damages shall not exceed the statutory limits of liability for tort, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

14. PERSONNEL MATTERS. COUNTY shall allocate manpower and equipment for the performance of the Contract Services on an as needed basis. This Agreement shall not require any particular COUNTY employee to be dedicated full time to the Contract Services. All COUNTY personnel assigned to perform Contract Services shall remain subject to the COUNTY Merit System of Rules and Regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, training and assignment, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any claim of a disciplinary nature by CITY regarding a COUNTY employee shall be referred to the Department Director, who shall remain the appointment authority for such employee, for all purposes designated under the COUNTY Merit System of Rules and Regulations. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

15. **TERM.** This Agreement shall commence on **October 1st, 2018** and shall terminate at midnight on **September 30th, 2019** unless terminated pursuant to the provisions of Article 16.

16. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Article 17, given no less than **90** days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefor is signed by an employee, official, or representative of the other party.

17. **NOTICE.** Notice as required to be given in this Agreement shall be provided to the following persons:

- a. **COUNTY:** Interim County Manager, George Recktenwald, Thomas C. Kelly Administration Center, 123 W. Indiana Avenue, DeLand, Florida 32720.
- b. **CITY:** City Manager, Jake Johansson, 1000 City Center Circle, Port Orange, Florida 32129.

18. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

19. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the "Florida Governmental Conflict Resolution Act."

20. **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

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PART II. SPECIFIC SERVICES

21. **LEVEL OF SERVICE.** COUNTY agrees to provide the personnel and equipment at the level of service specified in the *The Delivery of Municipal Services to the City of Port Orange FY 2018-19* which is hereby attached as the nine page Addendum to this Agreement and is incorporated in this Agreement by this reference. Should the CITY desire the COUNTY provide services either different in kind, or at a service level different than that contemplated herein, the City Manager shall make written request therefor to the County Manager or his designee and such notice shall be sent in accordance with Article 17. Any mutually agreed-upon modification to the kind of service and/or level of service to be provided by the COUNTY shall be reduced to writing and approved by the appropriate officials of both parties. Any reduction in level of service desired by the CITY shall only be effective at the beginning of a new contract year unless both parties agree otherwise. Upon the written agreement of the COUNTY to provide a change to services which increases the level of service, the new level of service shall commence within sixty days following the date of execution of the written agreement by the COUNTY or the beginning of a new contract year whichever shall first occur. The foregoing shall not be construed as requiring the COUNTY to agree to make a change to the kind of service and/or increase to the level of service to be provided by the COUNTY. Upon a change in kind of service and/or increase in the level of service to be provided by the COUNTY compensation to the COUNTY shall be immediately adjusted to conform to the new service provided.

22. **COMPENSATION.** CITY shall pay the COUNTY in accordance with the compensation set forth in the Addendum. CITY shall pay the sum invoiced within thirty (30) days of receipt of the bill from COUNTY.

23. **ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

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IN WITNESS WHEREOF, the parties to this County of Volusia Standard Interlocal Agreement for Provision of Municipal Services to the City of Port Orange have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

COUNTY OF VOLUSIA

By: _____
Name: George Recktenwald
Title: Interim County Manager
Dated: _____

By: _____
Name: Ed Kelley
Title: County Chair
Dated: _____

ATTEST:

CITY OF PORT ORANGE

By: _____
Name: Robin Fenwick
Title: City Clerk
Dated: _____

By: _____
Name: Donald Burnette
Title: Mayor
Dated: _____

By: _____
Name: Jake Johansson
Title: City Manager
Dated: _____

ADDENDUM

COUNTY OF VOLUSIA, FLORIDA

The Delivery of Municipal Services to the City of Port Orange

Fiscal Year 2018-19

**DEPARTMENT OF PUBLIC WORKS SERVICES
CITY OF PORT ORANGE
FY 2018-19**

	Annual Cost
Road and Bridge	As Needed
	As Needed

Public Works Services Overview

The City of Port Orange (CITY) contracts with the County of Volusia (COUNTY) to provide services from the Department of Public Works Divisions of Road & Bridge and Traffic Engineering.

Compensation

Compensation will account for actual services provided and will be charged in accordance with the following unless otherwise specified in the below description of services:

- a. **Labor (First 40 hrs of work week)**: Work hours x current hourly wage rate x current overhead rate at the time of service. Labor will be charged to the nearest one-quarter hour.
- b. **Overtime Labor (Hours over 40 for work week)**: Work hours x current hourly wage rate at time of service x 1.5 x current overtime overhead rate at the time of service. Overtime labor will be charged to the nearest one-quarter hour.
- c. **Parts, Materials and Chemicals**: All parts, materials and chemicals that are used will be billed at actual cost.
- d. **Equipment**: All equipment will be billed at the Public Works equipment rate at the time of service.

After hours work shall be work that was performed during those hours other than regular time and shall include holidays. Holidays are defined as those days officially designated as holidays by the Volusia County Council. After hours work shall be compensated based on both work time and travel time. There is a minimum two (2) hour after-hours call-out charge.

Billing

The COUNTY shall send the CITY a monthly invoice with documentation. The CITY shall pay all charges made in accordance with this Agreement within 30 days of receipt of the invoice, regardless of whether one or multiple CITY departments/divisions received services under this agreement.

Road and Bridge Division

The COUNTY may perform general maintenance and repair work on an “as available” basis for CITY maintained roadway and drainage infrastructure. For all requested work, the COUNTY will provide the CITY with a written cost estimate. The CITY manager or designee must then provide the COUNTY written authorization prior to commencement of the work, with the COUNTY’s cost estimate as an attachment referenced in the authorization.

All Road and Bridge services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY.

Traffic Engineering Division

A. Maintenance and Operation of Traffic Control Devices

The CITY is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit “A”. The COUNTY, at the request of the CITY, shall maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The coordination of the CITY’S traffic control devices with the COUNTY will promote an integrated and balanced traffic network in Volusia County to the benefit of all residents.

The COUNTY shall also maintain and operate auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals and other devices associated with those identified in Exhibit “A” as requested by the CITY. The CITY will reimburse the COUNTY for all operational work performed on auxiliary equipment at the CITY’s request regardless of whether the signal is a City, County or State signal.

The CITY and COUNTY may modify Exhibit “A” throughout the life of this Agreement to account for new or removed Traffic Control Devices by written notification from the CITY’S Public Works Director to the Volusia County Traffic Engineering Director.

Service requests for the maintenance and operation of traffic control devices covered by this agreement shall be satisfied by the COUNTY when personnel and equipment are available.

1. Preventative (Routine) Maintenance

Preventive (routine) maintenance is a program to inspect and perform a set of standard actions to reduce the chance of a traffic control device failure. This maintenance also includes the repair and/or replacement of components as necessary to ensure continued proper operation of the devices.

a. Traffic Signal Preventive Maintenance

The COUNTY shall perform a minimum of two (2) preventive maintenances per year on each Traffic Signal, Traffic Signal with Pedestrian Features, and Emergency Traffic Signal as identified in Exhibit "A". The preventive maintenance will be done to current COUNTY standards, which are consistent with Florida DOT standards.

b. Traffic Signal Rebuild

Traffic Signal overheads should be rebuilt every 5 – 10 years due to the impact of the environment on the electronic components. The COUNTY will recommend a traffic signal rebuild when multiple failures requiring immediate repair occur in the same year. The COUNTY will submit a recommendation and a cost estimate to the CITY for the rebuild and the work will not be completed without the written approval of the CITY.

c. Flasher Inspection and Timing (School Flashers, RRFBs, Warning Flashers, etc.)

- i. The COUNTY shall perform a minimum of one (1) flasher inspection per year, including the verification or new programming of each school flasher timing.
- ii. The COUNTY shall perform an initial (one-time) assessment and inventory of all school flashers, if none is available. This is a separate task from the annual inspection.

2. Response (Emergency) Maintenance

Response (emergency) maintenance is the immediate repair of a failed traffic control device to restore the device to normal operation. Response maintenance repairs can be either a Final Repair or a Temporary Repair as defined below:

Final Repair – The traffic control device is returned to normal operation.

Temporary Repair – The traffic control device is set into a mode of safe operation (such as on flash) until a final repair can be made. If the device is not able to be placed into a mode of safe operation, alternative traffic control methods (i.e. stop signs) will be implemented by the City.

During business hours (7:00AM - 3:30 PM, Monday through Friday), the CITY shall contact Volusia County Traffic Engineering (386-736-5968) to request response maintenance repairs. At all other times, the CITY shall contact the County Central Dispatch Center (Sheriff Operations Center) (386-736-5999).

The CITY shall identify three (3) City employees and provide contact information for each to the COUNTY for the purpose of providing emergency follow up information. Any call for response maintenance repairs from either the CITY or from the County Central Dispatch Center (Sheriff's Office Dispatch) will be responded to by the COUNTY and the services performed will be paid for by the CITY.

The COUNTY shall establish the priority of each response maintenance call based on the number of calls, the resources available and the nature of each call.

If response maintenance repairs are significant in nature (signal pole knock-down, traffic control device rebuild) the COUNTY will begin work on a Temporary Repair while contacting the CITY for authorization to complete the Final Repair. The Temporary Repair will be kept in place and maintained by the CITY until the COUNTY receives written authorization from the CITY for the Final Repair. Upon request, the COUNTY will provide the CITY with a cost estimate for the Final Repair. It is the CITY'S responsibility to collect insurance or other compensation from the parties that damaged the city equipment.

If COUNTY personnel cannot complete a response maintenance repair, COUNTY personnel will complete a Temporary Repair. The COUNTY will contact the CITY for written authorization to issue a Notice to Proceed to one of the COUNTY'S contractors to complete the repair. Upon request, the COUNTY will provide the CITY a cost estimate from the Contractor.

3. Operational Maintenance –

Traffic Signal Timing and Equipment Upgrades

Traffic signal retiming may be required every few years due to changes in traffic flow. Controllers will be inventoried and brought up to COUNTY standards.

Requests received by the COUNTY from the Public or the CITY regarding traffic signal malfunctioning, signals not operating correctly or signals needing retiming shall be handled as Response Maintenance to ensure all equipment and controller timings are functioning correctly.

a. Signal Timing Modification

The CITY can request that the COUNTY complete a study to retime an intersection. Upon request, the COUNTY will provide the CITY with a cost estimate. If CITY approves the retiming effort, then the COUNTY will conduct the study and implement any necessary retiming.

b. Equipment Upgrades

The COUNTY will upgrade controllers to the current COUNTY standard. All CITY equipment replaced by the COUNTY will be disposed of by the COUNTY.

4. Design Modifications

Design modifications are changes to the approved design and operation of an existing traffic control device/signal. Design modifications can include changes in signal locations, configuration or displays among other design aspects.

The COUNTY will not begin work on any design modifications without an engineering study signed and sealed by a Professional Engineer licensed in the State of Florida. The COUNTY can provide the CITY with a cost estimate to complete the modification upon request.

The COUNTY can provide the CITY left-turn warrants and left-turn display (protected versus protected-permitted) studies upon request. If the study recommends a change, which is approved by the CITY, the COUNTY can then implement the modification. Cost estimates for the COUNTY to complete the above work can be provided to the CITY as requested.

5. Maintenance of Traffic

During preventive maintenance, the COUNTY or its contractor shall be responsible for maintaining safe traffic flow. During response (emergency) maintenance when law enforcement personnel are necessary to maintain safe traffic flow or worker safety, the COUNTY or its contractor shall notify local police to arrange for law enforcement.

In case of an Act of God emergency situation (e.g., hurricane, summer thunder or winter storm, tornado) that causes the loss of power to multiple traffic signals or major damage to traffic signals, the CITY shall arrange for any necessary law enforcement or placement of temporary traffic control devices (e.g., stop signs) at all appropriate traffic signal locations. Where the CITY has made previous modifications for emergency service generator hook-ups, the COUNTY will coordinate with the CITY on the need to place said generators. It will be the CITY'S responsibility to ensure the emergency service generator(s) are fueled and operational.

6. Equipment and Stock

The COUNTY will provide all equipment, parts and materials for work done for the CITY. The COUNTY shall maintain standard signal equipment in stock. The COUNTY may not stock auxiliary items such as emergency preemption devices, audible pedestrian signals and transit priority devices, but will order on an as-needed basis.

7. Electrical and Communication Costs

The CITY shall retain the responsibility to pay all related traffic control device power and communication costs. The CITY shall be responsible for the installation of any necessary telephone drops in any master cabinet and shall pay the monthly charges for such telephone drops.

8. Red Light Running Cameras and License Tag Readers

Red Light Running Cameras and License Tag Readers are typically maintained and operated through a separate agreement between the CITY and a Vendor. The COUNTY will not provide any services related to Red Light Running Cameras and License Tag Readers. If the CITY desires to install Red Light Running Cameras or License Tag Readers on Traffic Control Devices maintained by the COUNTY along state or county roads, the CITY agrees to (1) install and pay for any separate power service hook-ups, (2) reimburse the COUNTY for any power or lighting damage repairs if any device is installed within the controller cabinet to monitor the red indication output, and (3) the CITY will hold harmless the COUNTY for any power or lighting damage emanating from the COUNTY Traffic Control Device infrastructure and power service.

9. Florida DOT Requirements for State Roads

If the CITY has entered into the Florida DOT Signal Maintenance Agreement (750-010-22 4/15), the COUNTY shall also maintain the following devices identified in Exhibit "A": emergency fire signal, pedestrian flashing beacon, speed activated warning displays, traffic warning beacons, travel time detector, UPSW/battery backup and traffic signal interconnected and maintained (TSIM) locations.

a. Preventative (Routine) Maintenance

This maintenance includes locates and preventative maintenance of all electronic signal equipment with the exception that the COUNTY will not structurally maintain any mast arms. Furthermore, for new mast arms, or mast arm structures subject to a separate agreement with the Florida DOT regarding painted mast arm structures, the COUNTY is unable to perform Periodic Maintenance and recommends that the CITY procure the services of a Traffic Signal Contractor to perform periodic maintenance.

b. Response (Emergency) Maintenance

If restoration of services is delayed and stop signs or other methods to maintain traffic (e.g., law enforcement personnel) are required, the COUNTY shall notify the CITY to provide the appropriate response. In addition, the COUNTY shall coordinate with the CITY on how to respond to critical detection device malfunctions. The COUNTY shall notify the CITY if 8% of all critical detection devices are malfunctioning at any one time.

c. Performance Measures and Reporting

The County shall submit to the Florida DOT an Annual Report prior to June 30 of each year detailing critical detection device malfunctions, traffic signal preventative maintenance inspections, annual conflict monitoring testing, and personnel (and location) overseeing interconnected signals. The COUNTY will identify the number of critical detection devices for each location on Exhibit "A."

d. Retainage

The CITY shall indemnify and hold harmless the COUNTY for any retainage held back by the Florida DOT due to the CITY's failure to comply with the requirements of the Florida DOT Agreement based upon the CITY's failure to act once notified by the Florida DOT or COUNTY.

e. Florida DOT Agreement Cancellation

If the CITY notifies the Florida DOT of the CITY's intent to cancel the Florida DOT Agreement, the CITY shall also notify the COUNTY. If COUNTY notifies the Florida DOT of COUNTY's intent to cancel the Florida DOT Agreement, the COUNTY shall also notify the CITY.

B. Other Services

Other traffic engineering services not identified in this agreement can be requested by the CITY in writing. The services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. These services include:

1. Administrative Services

Administrative Services involving new or replacement signal design or COUNTY staff appearance or attendance before CITY meetings per CITY Staff request.

2. Traffic Counts and Studies

Traffic Counts and Studies involving annual daily traffic counts on city roads and unique traffic studies responding to and resolving traffic related complaints from the public or elected officials. Such studies could include, but not limited to: Spot Speed, Multi-Way Stop, Signal Warrant, Vehicle Classification and Turning Movement Count.

3. Other Services

Other services include, but are not limited to, additional on-call personnel, traffic control for special events (parades, festivals), house moving, etc.

Natural and Manmade Disaster Emergency Response Services Department of Public Works

The COUNTY can provide Emergency Response Services for state and federally declared disasters as requested by the CITY for the above listed services. The emergency response services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. Emergency services provided by the COUNTY will be billed to the CITY in accordance with this Agreement.

EXHIBIT A **CITY OF PORT ORANGE - TRAFFIC CONTROL DEVICES** 6/19/2018

WITHIN COASTAL ZONE ☒ YES ☐ NO
 FDOT ADDENDUM APPLICABLE ☒ YES ☐ NO

Asset #	Location	TS	IMTS	ICB	PFB	FDS	SAWD BOS	TWB	UPS	OPT	Mast Arm	Painted
153	SR 5A/NOVA RD @ MADELINE AV		✓							F	✓	
155	SR 5A/NOVA RD @ HERBERT ST		✓							F	✓	
172	US 1/RIDGEWOOD AV @ HERBERT ST		✓							F	✓	
193	SR 5A/NOVA RD @ VILLAGE TRL		✓							F	✓	✓
212	SR 421/DUNLAWTON AV @ SPRUCE CREEK RD		✓							F	✓	✓
245	SR 421/DUNLAWTON AV @ VILLAGE TRL		✓							F	✓	✓
251	SR 421/DUNLAWTON AV @ CITY CENTER PKWY		✓							F	✓	✓
361	SR 421/DUNLAWTON AV @ YORKTOWN BL		✓							F	✓	✓
374	SPRUCE CREEK RD @ EASTPORT PKWY	✓									✓	✓
389	US 1/RIDGEWOOD AV @ MEEKER PL/FIRE STATION					✓					✓	
399	CR 4009/WILLIAMSON BL @ MADELINE AVENUE	✓								F	✓	✓
403	CR 4009/WILLIAMSON BL @ WILLOW RUN BL	✓								F	✓	✓
409	CR 421/TAYLOR RD @ SUMMERTREES RD		✓							F	✓	✓
417	SR421/TAYLOR RD. @ I-95 NB RAMP		✓							F	✓	✓
428	CR 4009/S. WILLIAMSON BLVD @ SUMMER TREES RD /PAVILLION		✓							F	✓	✓
429	FIRE STATION TOWN WEST BL OFF WILLIAMSON BL					✓						
430	SPRUCE CREEK RD @ CENTRAL PARK BL					✓						
431	TAYLOR RD @ DEVON ST		✓							F	✓	✓
432	CR 4009/S. WILLIAMSON BLVD @ TOWN WEST BLVD		✓								✓	✓
435	CR 4009/S. WILLIAMSON BLVD @ MCGINNIS AV		✓							F		

Asset #	Location	TS	IMTS	ICB	PFB	FDS	SAWD BOS	TWB	UPS	OPT	Mast Arm	Painted
436	TAYLOR RD @ BOGGS FORD RD		✓							F		
449	TAYLOR RD @ CRANE LAKES BLVD		✓						✓			

TS - Traffic Signal

IMTS – Traffic Signal Interconnected & Monitored

ICB – Intersection Control Beacon

FDS - Emergency Fire Dept Signal

PFB - Pedestrian Flashing Beacon (SZ) - School Zones & (RRFB) - Rectangular Rapid Flashing Beacon

SAWD/BOS – Speed Activated Warning Display or Blank Out Sign

TWB - Traffic Warning Beacon

UPS - Uninterruptible Power Supply/Battery Backup

OPT - Opticom (F) – Fire (B) – Bus Priority

From: Arden Fontaine <afontaine@volusia.org>
Sent: Sunday, August 12, 2018 1:19 PM
To: Cockcroft, Kynah
Cc: Fenwick, Robin; John Angiulli; Michael Moore
Subject: Interlocal Agreement for Municipal Services - City of Port Orange
Attachments: Port Orange Interlocal 2018-19.docx

The current Interlocal Agreement for Municipal Services with your municipality will expire Sept 30th of this year. For your consideration is a new agreement that will provide services for the next fiscal year.

Please note that this interlocal is for a term of one (1) year instead of the typical three (3) years. The purpose is to allow the County to explore the use of this agreement to address the transfer of local roads. The County has separate agreements in place with some municipalities to address the transfer of roads that traditionally occur when a municipality annexes into a municipality. The County, having an Interlocal Agreement for Municipal Services with municipalities, would like to explore the use of this agreement to consistently handle the transfer of local roads. We will be reaching out to you soon to discuss this concept.

The attached interlocal for your consideration does not address the transfer of local roads. The items in the addendum detailing the public works services provided include:

Traffic Engineering Services

Item A - Added language regarding reimbursement for installation of auxiliary equipment

Item A 1(c) - Updated the School Flasher Inspection and Timing section to include all types of Flashers

Item A. 8. - Added License Tag Readers in with the Red Light Running Cameras as a service the County does provide

Item B. 4(a) - Added locates as part of the Preventative (Routine) Maintenance for the Florida DOT

Please review Exhibit B with the listing of Traffic Control Devices for accuracy

If the agreement is acceptable, we will need three signed originals from the City once approved by your committee. They will then be taken to the County Council for approval, with a signed copy returned to the City.

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

Thank-you,

Arden Fontaine
Interim Operations Manager
Volusia County Public Works
123 W Indiana Av, Room 402
Deland, FL 32720
Office: 386-736-5965 x15621



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/09/2015

Consent item: Yes

SUBJECT: Interlocal Agreement with Volusia County for Traffic Signal Maintenance and Other Services

DEPARTMENT: Public Works

RECOMMENDED MOTION: Move to approve the interlocal agreement with Volusia County for traffic signal maintenance and other services to the City of Port Orange, and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY:

The County has reviewed the City's request to limit the term of this agreement to one (1) year. The County strongly prefers not to change the term for the following reasons. Among other reasons, the three year term came as a result of expending a great deal of resources administering, managing, tracking, updating, and running through our respective legislative bodies one year term interlocal agreements in prior years. From that experience the County learned that one year terms for established services with friendly municipal parties is not practical. To conserve administrative resources, and to maintain consistency and fairness between municipalities, the County crafted a uniform interlocal agreement with a term of three years for Municipal Services. All other municipalities executing the three year agreements in 2012 have agreed to renew for three years.

Furthermore, the Termination clause (paragraph 16) allows the City to terminate the three year term at any time for no reason at all by giving the County 90 days notice. So the three year term is of no legal significance other than indicating parties intent to proceed under its terms for three years, unless one of the parties terminates it before the expiration of the three year term. However, the City can schedule an internal review of this Agreement after eight months, in May 2016, or even sooner, in order to determine whether to continue the agreement for another year beyond FY 2015-2016. The Termination clause is very liberal and if the City determines it does not want to continue for a second or third year, the City could notify the County and terminate the agreement after one year or earlier. In other words the Termination clause allows the City to control the length it is obligated under the agreement, to one year or less, if it so chooses.

Thus, it's staff recommendation to approve the attached Volusia County Interlocal Agreement which will provide for continued maintenance including roadway and drainage maintenance, as needed, in addition to traffic signal operation and maintenance while staff explores other alternatives.

Funding is contingent upon approval of the FY 16 budget.

Project No.: Funding Account No.: 001-4300-541-46-11

ATTACHMENTS:

1.	Volusia County Interlocal Agreement for Provision of Municipal Services	Volusia County Interlocal Agmt 2015-2018 aug 11 update.docx
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Cockcroft, Kynah
Jones, Matthew
Adumuah, Branford
Riehm, Tracey
Roberts, Margaret
Harden, David
Johansson, M. Jake

Created/Initiated - 08/21/2015
Approved - 08/21/2015
Approved - 08/26/2015
Approved - 08/31/2015
Approved - 09/02/2015
Approved - 09/03/2015
Final Approval - 09/03/2015

**COUNTY OF VOLUSIA STANDARD INTERLOCAL
AGREEMENT FOR PROVISION OF MUNICIPAL
SERVICES TO THE CITY OF PORT ORANGE, FLORIDA**

THIS AGREEMENT is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as **COUNTY**, and the City of Port Orange, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 1000 City Center Circle, Port Orange, Florida 32129 hereinafter referred to as **CITY**.

RECITALS

1. The **COUNTY** is authorized by 125.01(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions.
2. Public agencies (including **COUNTY** and **CITY**) are authorized by 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of [such] public agencies, but shall *not be deemed to authorize the delegation of the constitutional or statutory duties* of ... county or city officers. The parties *expressly deny* any intent, expressed or implied, in this Agreement to provide for a delegation by **CITY** of such constitutional or statutory duties to **COUNTY**.
3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. 163.01(2), Florida Statutes.
4. Pursuant to 768.28, Florida Statutes, neither the **COUNTY** nor the **CITY** waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.
5. The City Council of **CITY**, after evaluation of options for the provision to its residents of the municipal services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with **COUNTY** for provision of such services, which services will be performed by **COUNTY** personnel.

6. COUNTY certifies that it has qualified personnel or subcontractors to perform the services enumerated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

PART I. GENERAL PROVISIONS

7. The foregoing representations are hereby adopted as a material part of this Agreement.

8. **PURPOSE.** The purpose of this Agreement is for the COUNTY to provide specified *municipal* services and equipment to the CITY (hereinafter, the Contract Services), at an agreed upon level of service (LOS) herein specified, in lieu of the CITY using its own personnel and equipment therefore.

9. **COUNTY DEPARTMENTS.** COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization lines of the COUNTY'S DEPARTMENTS (hereinafter, Departments). The Director of the applicable Department (or his or her designee) shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation and implementation of this Agreement.

10. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are *municipal* level of services as described in the attached Addendum. Such Contract Services shall be provided by COUNTY resources distinct from the level of services that are funded by county-wide ad valorem and other county-wide revenues (hereinafter, "County Services"), which services COUNTY would provide irrespective of this Agreement, and which services COUNTY will continue to provide notwithstanding this Agreement. The CITY government shall pay COUNTY for the Contract Services provided for herein.

11. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision of limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of CITY, any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the COUNTY.

12. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the general managerial and policy decisions of the CITY. The CITY may identify specific tasks within the Services described in Article 21 of this Agreement to be performed by COUNTY, and the portion of the relevant budget to be allocated thereto, including, but not limited to the location, and nature of specific projects. Except as set

forth below the COUNTY shall have the responsibility for the operational management of the provision of the actual service. It is the intent of the CITY that the CITY'S general management decisions referenced above are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services except as set forth below in this Article 12 or specifically set forth in the Addendum referenced in Article 21. Should the CITY direct or exercise operational control in fact and there be liability to third parties and/or to the County that flows therefrom, then the CITY shall have responsibility for all liability arising therefrom subject to the provisions in recital number 4 and Article 13 of this Agreement. For all other services provided by the County where specific professional standards are applicable to the performance of service tasks, the COUNTY'S designated officer in charge (OIC), or his or her designee, shall have the authority for decision making within that realm. The relevant COUNTY Department Director, or the OIC, shall be available on a regular basis to the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein. The City shall make no claim against the County predicated upon the theory that the failure to provide services at a given time caused damages to the City or a third party complainant and the City shall indemnify and hold the COUNTY, its officers (elected and appointed), employees, and agents harmless from any such claims as might be asserted or otherwise alleged by third parties; however, in no event shall the CITY be required to indemnify or insure the COUNTY for the COUNTY's negligence or to assume any liability for the COUNTY's negligence in contravention of the requirements of Section 768.28, Florida Statutes.

13. **SOVEREIGN IMMUNITY.** Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party 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 any liability of either party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

14. **PERSONNEL MATTERS.** COUNTY shall allocate manpower and equipment for the performance of the Contract Services on an as needed basis. This Agreement shall not require any particular COUNTY employee to be dedicated full time to the Contract Services. All COUNTY personnel assigned to perform Contract Services shall remain subject to the COUNTY Merit System of Rules and Regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, training and assignment, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any claim of a disciplinary nature by CITY regarding a COUNTY employee shall be referred to the Department Director, who shall remain the appointment authority for such employee, for all purposes designated under the COUNTY Merit System of Rules and Regulations. Such COUNTY

employees shall have no right to elect or choose any procedures available to CITY employees.

15. **TERM.** This Agreement shall commence on **October 1, 2015** and shall terminate at midnight on **September 30th, 2018** unless terminated pursuant to the provisions of Article 16.

16. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Article 17, given no less than **90** days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefore is signed by an employee, official, or representative of the other party.

17. **NOTICE.** Notice as required to be given in this Agreement shall be provided to the following persons:

- a. **COUNTY:** County Manager, James T. Dinneen, Thomas C. Kelly Administration Center, 123 W. Indiana Avenue, DeLand, Florida 32720.
- b. **CITY:** City Manager, Michael H. Johansson, 1000 City Center Circle, Port Orange, Florida 32129.

18. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

19. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the "Florida Governmental Cooperation Act."

20. **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

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PART II. SPECIFIC SERVICES

21. **LEVEL OF SERVICE.** COUNTY agrees to provide the personnel and equipment at the level of service specified in the *The Delivery of Municipal Services to the City of Port Orange FY 2015-16, 2016-17, and 2017-18* which is hereby attached as the eleven page Addendum to this Agreement and is incorporated in this Agreement by this reference. Should the CITY desire the COUNTY provide services either different in kind, or at a service level different than that contemplated herein, the City Manager shall make written request therefore to the County Manager or designee and, such notice shall be sent in accordance with Article 17. Any mutually agreed-upon modification to the kind of service and/or level of service to be provided by the County shall be reduced to writing and approved by the appropriate officials of both parties. Any reduction in level of service desired by the CITY shall only be effective at the beginning of a new contract year unless both parties agree otherwise. Upon the written agreement of the County to provide a change to services which increase the level of service, the new level of service shall commence within sixty days following the date of execution of the written agreement by the County or the beginning of a new contract year whichever shall first occur. The foregoing shall not be construed as requiring the County to agree to make a change to the kind of service and/or increase to the level of service to be provided by the County. Upon a change in kind of service and/or increase in the level of service to be provided by the County compensation to the County shall be immediately adjusted to conform to the new service provided.

22. **COMPENSATION.** CITY shall pay the COUNTY in accordance with the compensation set forth in the Addendum. CITY shall pay the sum invoiced within thirty (30) days of receipt of the bill from COUNTY.

23. **ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

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IN WITNESS WHEREOF, the parties to this County of Volusia Standard Interlocal Agreement for Provision of Municipal Services to the City of Port Orange have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

By: 
Name: James T. Dinnéen
Title: County Manager
Dated: 9/24/15

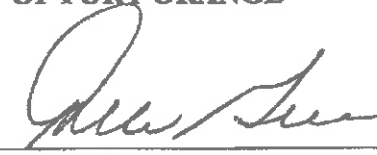
COUNTY OF VOLUSIA

By: 
Name: Jason P. Davis
Title: County Chair
Dated: 9/24/15

ATTEST:

By: 
Name: Robin Fenwick, CMC
Title: ~~Deputy~~ City Clerk
Dated: 9/9/15

CITY OF PORT ORANGE

By: 
Name: Allen Green
Title: Mayor
Dated: 9/9/15

ADDENDUM

COUNTY OF VOLUSIA, FLORIDA

The Delivery of Municipal Services to the City of Port Orange

Fiscal Years 2015-16, 2016-17, and 2017-18

**DEPARTMENT OF PUBLIC WORKS SERVICES
CITY OF PORT ORANGE**

FY 2015-16, 2016-17, AND 2017-18

Services	Annual Cost
Road and Bridge	As Needed
Traffic Engineering	As Needed

Public Works Services Overview

The City of Port Orange (CITY) contracts with the County of Volusia (COUNTY) to provide services from the Department of Public Works Divisions of Road & Bridge (including Signs and Markings and Weed Control) and Traffic Engineering.

Compensation

Compensation will account for actual services provided and will be charged in accordance with the following unless otherwise specified in the below description of services:

- a. **Labor (First 40 hrs of work week):** Work hours x current hourly wage rate x current overhead rate at the time of service. Labor will be charged to the nearest one-quarter hour.
- b. **Overtime Labor (Hours over 40 for work week):** Work hours x current hourly wage rate at time of service x 1.5 x current overtime overhead rate at the time of service. Overtime labor will be charged to the nearest one-quarter hour.
- c. **Parts, Materials and Chemicals:** All parts, materials and chemicals that are used will be billed at actual cost.
- d. **Equipment:** All equipment will be billed at the Public Works equipment rate at the time of service.

After hours work shall be work that was performed during those hours other than regular time and shall include holidays. Holidays are defined as those days officially designated as holidays by the Volusia County Council. After hours work shall be compensated based on both work time and travel time. There is a minimum two (2) hour after-hours call-out charge.

Billing

The COUNTY shall send the CITY a monthly invoice with documentation. The City shall pay all charges made in accordance with this Agreement within 30 days of receipt of the invoice.

Road and Bridge Division

The COUNTY may perform general maintenance and repair work on an “as available” basis for CITY maintained roadway and drainage infrastructure. For all requested work, the COUNTY will provide the CITY with a written cost estimate. The CITY manager or designee must then provide the COUNTY written authorization prior to commencement of the work, with the COUNTY’s cost estimate as an attachment referenced in the authorization.

All Road and Bridge services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY.

Traffic Engineering Division**A. Maintenance and Operation of Traffic Control Devices**

The CITY is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit “A”. The COUNTY, at the request of the CITY, shall maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The coordination of the CITY’S traffic control devices with the COUNTY will promote an integrated and balanced traffic network in Volusia County to the benefit of all residents.

The COUNTY shall also maintain and operate auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals and other devices associated with those identified in Exhibit “A” as requested by the CITY.

The CITY and COUNTY may modify Exhibit “A” throughout the life of this Agreement to account for new or removed Traffic Control Devices by written notification from the CITY’S Public Works Director to the Volusia County Traffic Engineering Director.

Service requests for the maintenance and operation of traffic control devices covered by this agreement shall be satisfied by the COUNTY when personnel and equipment are available.

1. Preventative (Routine) Maintenance

Preventive (routine) maintenance is a program to inspect and perform a set of standard actions to reduce the chance of a traffic control device failure. This maintenance also includes the repair and/or replacement of components as necessary to ensure continued proper operation of the devices.

a. Traffic Signal Preventive Maintenance

The COUNTY shall perform a minimum of two (2) preventive maintenances per year on each Traffic Signal, Traffic Signal with Pedestrian Features, Emergency Traffic Signal, Pedestrian Signal and Flasher as identified in Exhibit "A". The preventive maintenance will be done to current COUNTY standards, which are consistent with Florida DOT standards.

b. Traffic Signal Rebuild

Traffic Signal overheads should be rebuilt every 5 – 10 years due to the impact of the environment on the electronic components. The COUNTY will recommend a traffic signal rebuild when multiple failures requiring immediate repair occur in the same year. The COUNTY will submit a recommendation and a cost estimate to the CITY for the rebuild and the work will not be completed without the written approval of the CITY.

c. School Flasher Inspection and Timing

- i. The COUNTY shall perform a minimum of one (1) school flasher inspection per year, including the verification or new programming of each school flasher timing.
- ii. The COUNTY shall perform an initial (one-time) assessment and inventory of all school flashers, if none is available. This is a separate task from the annual inspection.

2. Response (Emergency) Maintenance

Response (emergency) maintenance is the immediate repair of a failed traffic control device to restore the device to normal operation. Response maintenance repairs can be either a Final Repair or a Temporary Repair as defined below:

Final Repair – The traffic control device is returned to normal operation.

Temporary Repair – The traffic control device is set into a mode of safe operation (such as on flash) until a final repair can be made. If the device is not able to be placed into a mode of safe operation, alternative traffic control methods (i.e. stop signs) will be implemented by the City.

During business hours (7:00AM - 3:30 PM, Monday through Friday), the CITY shall contact Volusia County Traffic Engineering (386-736-5968) to request response maintenance repairs. At all other times, the CITY shall contact the County Central Dispatch Center (Sheriff Operations Center) (386-736-5999).

The CITY shall identify three (3) City employees and provide contact information for each to the COUNTY for the purpose of providing emergency follow up information. Any call for response maintenance repairs from either the CITY or from the County Central Dispatch Center (Sheriff's Office Dispatch) will be responded to by the COUNTY and the services performed will be paid for by the CITY.

The COUNTY shall establish the priority of each response maintenance call based on the number of calls, the resources available and the nature of each call.

If response maintenance repairs are significant in nature (signal pole knock-down, traffic control device rebuild) the COUNTY will begin work on a Temporary Repair while contacting the CITY for authorization to complete the Final Repair. The Temporary Repair will be kept in place and maintained by the CITY until the COUNTY receives written authorization from the CITY for the Final Repair. Upon request, the COUNTY will provide the CITY with a cost estimate for the Final Repair. It is the CITY'S responsibility to collect insurance or other compensation from the parties that damaged the city equipment.

If COUNTY personnel cannot complete a response maintenance repair, COUNTY personnel will complete a Temporary Repair. The COUNTY will contact the CITY for written authorization to issue a Notice to Proceed to one of the COUNTY'S contractors to complete the repair. Upon request, the COUNTY will provide the CITY a cost estimate from the Contractor.

3. Operational Maintenance –

Traffic Signal Timing and Equipment Upgrades

Traffic signal retiming may be required every few years due to changes in traffic flow. Controllers will be inventoried and brought up to COUNTY standards.

Requests received by the COUNTY from the Public or the CITY regarding traffic signal malfunctioning, signals not operating correctly, or signals needing retiming shall be handled as Response Maintenance to ensure all equipment and controller timings are functioning correctly.

a. Signal Timing Modification

The CITY can request that the COUNTY complete a study to retime an intersection. Upon request, the COUNTY will provide the CITY with a cost estimate. If CITY approves the retiming effort, then the COUNTY will conduct the study and implement any necessary retiming.

b. Equipment Upgrades

The COUNTY will upgrade controllers to the current COUNTY standard. All CITY equipment replaced by the COUNTY will be disposed of by the COUNTY.

4. Design Modifications

Design modifications are changes to the approved design and operation of an existing traffic control device/signal. Design modifications can include changes in signal locations, configuration or displays among other design aspects.

The COUNTY will not begin work on any design modifications without an engineering study signed and sealed by a Professional Engineer licensed in the State of Florida. The COUNTY can provide the CITY with a cost estimate to complete the modification upon request.

The COUNTY can provide the CITY left-turn warrants and left-turn display (protected versus protected-permitted) studies upon request. If the study recommends a change, which is approved by the CITY, the COUNTY can then implement the modification. Cost estimates for the COUNTY to complete the above work can be provided to the CITY as requested.

5. Maintenance of Traffic

During preventive maintenance, the COUNTY or its contractor shall be responsible for maintaining safe traffic flow. During response (emergency) maintenance when law enforcement personnel are necessary to maintain safe traffic flow or worker safety, the COUNTY or its contractor shall notify local police to arrange for law enforcement.

In case of an Act of God emergency situation (e.g., hurricane, summer thunder or winter storm, tornado) that causes the loss of power to multiple traffic signals or major damage to traffic signals, the CITY shall arrange for any necessary law enforcement or placement of temporary traffic control devices (e.g., stop signs) at all appropriate traffic signal locations. Where the CITY has made previous modifications for emergency service generator hook-ups, the COUNTY will coordinate with the CITY on the need to place said generators. It will be the CITY'S responsibility to ensure the emergency service generator(s) are fueled and operational.

6. Equipment and Stock

The COUNTY will provide all equipment, parts and materials for work done for the CITY. The COUNTY shall maintain standard signal equipment in stock. The COUNTY will not stock auxiliary items such as emergency preemption devices, audible pedestrian signals and transit priority devices, but will order on an as-needed basis.

7. Electrical and Communication Costs

The CITY shall retain the responsibility to pay all related traffic control device power and communication costs. The CITY shall be responsible for the installation of any necessary telephone drops in any master cabinet and shall pay the monthly charges for such telephone drops.

8. Red Light Running Cameras

Red Light Running cameras are typically maintained and operated through a separate agreement between the CITY and a Vendor. The COUNTY will not provide any services related to Red Light Running cameras. If the CITY desires to install Red Light Running cameras on Traffic Control Devices maintained by the COUNTY along state or county roads, the CITY agrees to (1) install and pay for any separate power service hook-ups, (2) reimburse the COUNTY for any power or lighting damage repairs if any device is installed within the controller cabinet to monitor the red indication output, and (3) the CITY will hold harmless the COUNTY for any power or lighting damage emanating from the COUNTY Traffic Control Device infrastructure and power service.

9. Florida DOT Requirements for State Roads

If the CITY has entered into the Florida DOT Signal Maintenance Agreement (750-010-224/15), the CITY shall notify the COUNTY, and the COUNTY shall also maintain the following devices identified in Exhibit "A": emergency fire signal, pedestrian flashing beacon, speed activated warning displays, traffic warning beacons, travel time detector, UPSW/battery backup and traffic signal interconnected and maintained (TSIM) locations.

a. Preventative (Routine) Maintenance

This maintenance includes locates and preventative maintenance of all electronic signal equipment with the exception that the COUNTY will not structurally maintain any mast arms. Furthermore, for new mast arms, or mast arm structures subject to a separate agreement with the Florida DOT regarding painted mast arm structures, the COUNTY is unable to perform Periodic Maintenance and recommends that the CITY procure the services of a Traffic Signal Contractor to perform periodic maintenance.

b. Response (Emergency) Maintenance

If restoration of services is delayed and stop signs or other methods to maintain traffic (e.g., law enforcement personnel) are required, the COUNTY shall notify the CITY to provide the appropriate response. In addition, the COUNTY shall coordinate with the CITY on how to respond to critical detection device malfunctions. The COUNTY shall notify the CITY if 8% of all critical detection devices are malfunctioning at any one time.

c. Performance Measures and Reporting

The County shall submit to the Florida DOT an Annual Report prior to June 30 of each year detailing critical detection device malfunctions, traffic signal preventative maintenance inspections, annual conflict monitoring testing, and personnel (and location) overseeing interconnected signals. The COUNTY will identify the number of critical detection devices for each location on Exhibit "A."

d. Retainage

The CITY shall hold harmless the COUNTY for any retainage by the Florida DOT due to the CITY's failure to comply with the requirements of the Florida DOT Agreement based upon the CITY's failure to act once notified by the Florida DOT or COUNTY.

e. Florida DOT Agreement Cancellation

If the CITY notifies the Florida DOT of the CITY's intent to cancel the Florida DOT Agreement, the CITY shall also notify the COUNTY. If COUNTY notifies the Florida DOT of COUNTY's intent to cancel the Florida DOT Agreement, the COUNTY shall also notify the CITY.

B. Other Services

Other traffic engineering services not identified in this agreement can be requested by the CITY in writing. The services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. These services include:

a. Administrative Services

Administrative Services involving new or replacement signal design or COUNTY staff appearance or attendance before CITY meetings per CITY Staff request.

b. Traffic Counts and Studies

Traffic Counts and Studies involving annual daily traffic counts on city roads and unique traffic studies responding to and resolving traffic related complaints from the public or elected officials. Such studies could include, but not limited to: Spot Speed, Multi-Way Stop, Signal Warrant, Vehicle Classification and Turning Movement Count.

c. Other Services

Other services include, but are not limited to, additional on-call personnel, traffic control for special events (parades, festivals), house moving, etc.

Natural and Manmade Disaster Emergency Response Services Department of Public Works

The COUNTY can provide Emergency Response Services for state and federally declared disasters as requested by the CITY for the above listed services. The emergency response services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. Emergency services provided by the COUNTY will be billed to the CITY in accordance with this Agreement.

WITHIN COASTAL ZONE
FDOT ADDENDUM APPLICABLE

☒ YES ☐ NO
☒ YES ☐ NO

Asset #	Location	TS	IMTS	ICB	PFB	FDS	SAWD BOS	TWB	UPS	OPT	Mast Arm	Painted
153	SR 5A/NOVA RD @ MADELINE AV		✓							F	✓	
155	SR 5A/NOVA RD @ HERBERT ST		✓							F	✓	
172	US 1/RIDGEWOOD AV @ HERBERT ST		✓							F	✓	
193	SR 5A/NOVA RD @ VILLAGE TRL		✓							F	✓	✓
212	SR 421/DUNLAWTON AV @ SPRUCE CREEK RD		✓							F	✓	✓
245	SR 421/DUNLAWTON AV @ VILLAGE TRL		✓							F	✓	✓
251	SR 421/DUNLAWTON AV @ CITY CENTER PKWY		✓							F	✓	✓
361	SR 421/DUNLAWTON AV @ YORKTOWN BL		✓							F	✓	✓
374	SPRUCE CREEK RD @ EASTPORT PKWY	✓									✓	✓
389	US 1/RIDGEWOOD AV @ MEEKER PL/FIRE STATION					✓					✓	
399	CR 4009/WILLIAMSON BL @ MADELINE AVENUE	✓								F	✓	✓
403	CR 4009/WILLIAMSON BL @ WILLOW RUN BL	✓								F	✓	✓
409	CR 421/TAYLOR RD @ SUMMERTREES RD		✓							F	✓	✓
417	SR421/TAYLOR RD. @ I-95 NB RAMP		✓							F	✓	✓
428	CR 4009/S. WILLIAMSON BLVD @ SUMMER TREES RD /PAVILLION		✓							F	✓	✓
429	FIRE STATION TOWN WEST BL OFF WILLIAMSON BL					✓						
430	SPRUCE CREEK RD @ CENTRAL PARK BL					✓						
431	TAYLOR RD @ DEVON ST	✓								F	✓	✓
432	CR 4009/S. WILLIAMSON BLVD @ TOWN WEST BLVD		✓								✓	✓
435	CR 4009/S. WILLIAMSON BLVD @ MCGINNIS AV		✓							F		
436	TAYLOR RD @ BOGGS FORD RD	✓								F		
449	TAYLOR RD @ CRANE LAKES BLVD		✓									

TS - Traffic Signal
 IMTS – Traffic Signal Interconnected & Monitored
 ICB – Intersection Control Beacon
 FDS - Emergency Fire Dept Signal
 PFB - Pedestrian Flashing Beacon (SZ) - School Zones & (RRFB) - Rectangular Rapid Flashing Beacon
 SAWD/BOS – Speed Activated Warning Display or Blank Out Sign
 TWB - Traffic Warning Beacon
 UPS - Uninterruptible Power Supply/Battery Backup
 OPT - Opticom (F) – Fire (B) – Bus Priority



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: Yes

SUBJECT: (B7b) Intent to award ITB #18-19 Aquatic Plant Management Services to Applied Aquatic Management, Inc.

DEPARTMENT: Public Works

GOAL: N/A

RECOMMENDED MOTION: Move to approve a Standard Contract for Services with Applied Aquatic Management, Inc. for ITB 18-19 for Aquatic Plant Management Services and authorize the City Manager to exercise renewal options as outlined in the bid documents with a spending authority in an amount not to exceed annual budget as approved by City Council.

SUMMARY: The Public Works & Utilities Department requests City Council to Award Bid 18-19 to Applied Aquatic Management, Inc. as the lowest responsive bidder and authorize the City Manager to exercise renewal options as outlined in the bid documents with a spending authority in an amount not to exceed annual budget as approved by City Council.

The City has numerous lakes, canals, ditches and retention ponds throughout the city that require a treatment program to control weeds and growth. This is in accordance with SJRWMD MS4 permit requirements. On August 24, 2018 the City of Port Orange received eight sealed bids for ITB 18-19 aquatic plant management services. Applied Aquatic Management, Inc. was the lowest, best responsive bid.

The contract is for initial two (2) year term, with the option for five (5) one-year renewals. All renewals are contingent upon mutual written agreement.

Project No.: none

Funding Account No.: 412 1800 541 3414
001 4400 572 3414

ATTACHMENTS:

1.	Applied Aquatic Management, Inc. Standard Contract for Services	Applied Aquatic Management, Inc. Standard Contract for Services.pdf
2.	ITB 18 19 BID TABULATION AQUATIC PLANT MANAGEMENT SERVICES	ITB 18 19 BID TABULATION AQUATIC PLANT MANAGEMENT SERVICES.pdf
3.	ITB 18 19 Aquatic Plant Management Bid Package	ITB 18 19 Aquatic Plant Management Bid Package.pdf
4.	ITB 18 19 ADDENDUM 1 of 1 total	ITB 18 19 ADDENDUM 1 of 1 total.pdf
5.	ITB-18-19-ATTACHMENT-1-SCHEDULE-OF-UNIT-PRICING-BID-	ITB-18-19-ATTACHMENT-1-SCHEDULE-OF-UNIT-PRICING-BID-

	FORM--07-20-18	FORM--07-20-18.xlsx
6.	ITB 18 19 Notice of Intent to Award	ITB 18 19 Notice of Intent to Award.pdf
7.	ITB 18 19 Aquatic Weed Control Inc. Response	ITB 18 19 Aquatic Weed Control Inc. Response.pdf
8.	ITB18 19 Airboat Addicts Inc Response	ITB18 19 Airboat Addicts Inc Response.pdf
9.	ITB 18 19 Applied Aquatic Management Response	ITB 18 19 Applied Aquatic Management Response.pdf
10.	ITB 18 19 Solitude Lake Management Response	ITB 18 19 Solitude Lake Management Response.pdf
11.	ITB 18 19 The Lake Doctors Response	ITB 18 19 The Lake Doctors Response.pdf
12.	ITB 18 19 Clear Waters Inc Response	ITB 18 19 Clear Waters Inc Response.pdf
13.	ITB 18 19 Aquatic Management Plus LLC Response	ITB 18 19 Aquatic Management Plus LLC Response.pdf
14.	ITB 18 19 Wetlands Management SF LLC	ITB 18 19 Wetlands Management SF LLC.pdf
15.	Justification Memo - Intent to Award ITB 18-19 Aquatic Plant Management Service	Justification Memo - Intent to Award ITB 18-19 Aquatic Plant Management Service.docx

Julia Wiggins	Created/Initiated - 08/31/2018
Julia Wiggins	Approved - 08/31/2018
Tom DiEulio	Approved - 09/05/2018
Ronny Buttrum	Approved - 09/05/2018
Lynn Stevens	Approved - 09/06/2018
James Tillman	Approved - 09/10/2018
Tracey Riehm	Approved - 09/10/2018
Margaret Roberts	Approved - 09/10/2018
Jake Johansson	Approved - 09/10/2018
Robin Fenwick	Final Approval - 09/10/2018



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this _____, 2018, 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 **APPLIED AQUATIC MANAGEMENT, INC.** ("Contractor"), a Florida corporation, whose principal address is 4305 Bomber Road, Bartow, Florida 33830. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with Aquatic Plant Management Services, which shall include controlling weeds and grasses in the ditches, retention ponds, lakes and canals, furnishing all labor, material, supervision, travel, parts and equipment and technical expertise, as more specially described in Intent to Bid No. 18-19 ("ITB 18-19"), all Addendums, and Contractor's proposal, attached hereto as Exhibit "1." Complete copies of the ITB 18-19 may be obtained from the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129.

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

Term: The initial term of this Contract shall commence on the last date the Contract is signed by the Parties and shall continue for a period of two (2) years (the "Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for three (3) one-year renewals, subject to the review and approval by the City Manager.

Manner and Place: The work shall be performed as outlined in Exhibit "1" and in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a written Purchase Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," in an amount not to exceed Forty Thousand Twenty and 00/100 Dollars (\$40,020.00) for the initial first-year of services. Contract prices may be changed after the initial first-year of services and may be based on justification not to exceed 2%, as more specifically described in Section 6 – Special Conditions of ITB 18-19, attached hereto as "Exhibit 1." The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year.

All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Listed Locations. City reserves the right to increase or decrease the listed locations upon written notice to the Contractor, if the total annual expenditure amount does not change more than 10%. Contractor agrees to perform additional work or reduce existing work in accordance with the specifications per unit pricing bid; location and volume changes shall not constitute a change in scope. Any changes shall be upon mutual written agreement of the Parties.

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

5. Contract Administration. The Public Work & Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 21 of this contract concerning disputes.

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

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

9. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

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

11. Termination for Non-Appropriation of Funds

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

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

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

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 Contract 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)	Limits: 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 Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. Additional Coverage:	Limits: Auto Liability Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000 minimum.	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$ <u>1,000,000.00.</u>	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000.00 minimum.	
☐	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		

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

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

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

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots

of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

20. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

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

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

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

21. 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 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.

22. 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 Contract. 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, Robin L. Fenwick, CMC. 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.

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

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

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

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

27. Notice. For purposes of this Contract, 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: Lynn Stevens, Public Works & Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Applied Aquatic Management, Inc.
Paul C J Myers, President
P.O. Box 1469
Eagle Lake, FL 33839
(863) 533-8882 – Telephone
(863) 534-3322 – Facsimile
wade@appliedaquaticmgmt.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may,

from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This 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 Contract shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract.

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

[Remainder of this page intentionally left blank]

Witnesses:

APPLIED AQUATIC MANAGEMENT, INC.

By: _____

Paul C J Myers, 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: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Paul C J Myers, as President of Applied Aquatic Management, Inc., a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



**"ATTACHMENT 1" ITS 18-19 SCHEDULE OF UNIT PRICING BID FORM
CITY OF PORT ORANGE - AQUATIC PLANT MANAGEMENT SERVICES
ITS # 18-19**

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

Instruction to save Attachment from Downloadable 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: Applied Aquatic Management, Inc.
CONTACT PERSON: Wade L. Pharis
EMAIL ADDRESS: Wade@Appliedaquaticmgt.com
AUTHORIZED SIGNATURE: <i>Wade L. Pharis</i>

This document must be completed and returned with your Submittal

TREATMENT AREA	Approx. Acreage	No. of annual visits	Treatment Schedule	Unit Cost	Annual Cost
AUTUMN TRAIL	1.15	10	No treatment Dec. or Feb.	\$28.00	\$280.00
CROSS CREEK/SECRET RIVER TRAIL	1.42	12	Monthly	\$34.00	\$408.00
HIDDEN LAKES/HIDDEN LAKES DRIVE	6.00	10	No treatment Dec. or Feb.	\$146.00	\$1460.00
WILLOW RUN SUB/TIOMASINA DR	0.15	10	No treatment Dec. or Feb.	\$13.00	\$130.00
WILLOW RUN SUB/TRACY DR	0.10	6	May, July, Sept, Nov, Jan, March	\$13.00	\$78.00
WILLOW RUN SUB/HARMS WAY	0.25	6	May, July, Sept, Nov, Jan, March	\$13.00	\$78.00
SOUTHERN OAKS/SQUIRREL NEST LANE	0.10	16	Monthly, 2x in Jan, Jul, Aug, Sept	\$13.00	\$208.00
GATEWOOD/OAK FOREST CIRCLE	0.15	16	Monthly, 2x in Jan, Jul, Aug, Sept	\$13.00	\$208.00
FOXBORO/MILES DRIVE	1.00	24	Twice monthly	\$24.00	\$576.00
DEEP FOREST & FOXBORO/SANDLEWOOD DR	1.20	24	Twice monthly	\$24.00	\$576.00
FOXBORO/CROWN LANE	0.50	16	Monthly, 2x in Jan, Jul, Aug, Sept	\$13.00	\$208.00
THE SETTINGS/WALSTROM DRIVE	0.40	12	Monthly	\$13.00	\$156.00
BENT OAKS/WHIPPOORWILL DR	0.20	12	Monthly	\$13.00	\$156.00
LONE OAK/LONE OAK DRIVE	3.00	12	Monthly	\$72.00	\$864.00
CENTRAL PARK/CENTRAL PARK BLVD	3.50	12	Monthly	\$85.00	\$1020.00
WINTER PARK/PELIHAM DR	0.67	12	Monthly	\$21.00	\$252.00
FALCON CREST/CHAMPAGNE CIRCLE	0.40	12	Monthly	\$13.00	\$156.00
CITY HALL/CITY CENTER CIRCLE	3.00	16	Monthly, 2x in Jan, Jul, Aug, Sept	\$73.00	\$1168.00
AMBER VILLAGE/AMBER CIRCLE	0.10	6	May, July, Sept, Nov, Jan, March	\$13.00	\$78.00
FIRE STATION #3	0.60	12	Monthly	\$40.00	\$480.00
JACKSON STREET PARK	3.20	26	Monthly, 2x in June, Jul, Aug, Sept	\$177.00	\$2032.00
FIRE STATION #2	0.30	12	Monthly	\$30.00	\$600.00
MONROE STREET	0.25	12	Monthly	\$13.00	\$156.00
LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINED BY PIPE; DAWOOD CR, LOCUST AND FOOT POND ON SP CREEK RD	3.44	12	Monthly	\$105.00	\$1260.00
BAYWOOD AVE	1.00	12	Monthly	\$25.00	\$300.00
SOUTHWINDS	4.00	12	Monthly	\$97.00	\$1164.00
NIXON LANE	1.00	12	Monthly	\$25.00	\$300.00
CANALVIEW BLVD	3.00	12	Monthly	\$50.00	\$600.00
SUGAR GROVE/SUGAR GROVE COURT	1.00	12	Monthly	\$25.00	\$300.00
BUSCHMAN PARK	5.40	12	Monthly	\$132.00	\$1584.00
ORANGE BLVD	1.00	12	Monthly	\$25.00	\$300.00
SPRUCE CREEK RD @ ACORN LN	1.00	12	Monthly	\$25.00	\$300.00
FIRE STATION #4 (AIRPORT RD)	1.00	12	Monthly	\$25.00	\$300.00
COMMONWEALTH/WESTRIDGE	0.50	12	Monthly	\$13.00	\$156.00
NOVA ROAD POND #1 (2 PONDS)	0.50	12	Monthly	\$13.00	\$156.00
NOVA ROAD POND #2	5.00	12	Monthly	\$122.00	\$1464.00
NOVA ROAD POND #3 (2 PONDS)	6.00	12	Monthly	\$145.00	\$1752.00
NOVA ROAD POND #4	12.00	12	Monthly	\$280.00	\$3360.00
NOVA ROAD POND #5	3.50	12	Monthly	\$85.00	\$1020.00
HIDDEN VILLAGE	0.15	12	Monthly	\$13.00	\$156.00
COMMONWEALTH/FREDERICK	0.50	12	Monthly	\$13.00	\$156.00
RENEGADE LAKE DITCH	0.30	12	Monthly	\$13.00	\$156.00
FARMERBROOK RETENTION POND	0.70	12	Monthly	\$17.00	\$204.00
DEVON STREET RETENTION POND	0.33	12	Monthly	\$13.00	\$156.00
ALL CANAL SECTIONS COMBINED	28.00	12	Monthly	\$234.00	\$2688.00
SOUTHPORT RETENTION	0.79	12	Monthly	\$19.00	\$228.00
SLEEPY HOLLOW RETENTION POND	1.75	12	Monthly	\$43.00	\$516.00
SUMMERTREES RD RETENTION POND	0.33	12	Monthly	\$13.00	\$156.00
AIRPORT ROAD RETENTION POND	0.95	12	Monthly	\$23.00	\$276.00
DUNLAWTON/SP CREEK RD FOOT POND (WEST SIDE OF SP CREEK RD)	0.20	12	Monthly	\$13.00	\$156.00
WEST BAYVILLAGE DR RETENTION POND	0.60	12	Monthly	\$30.00	\$360.00
CAUSEWAY FOOT POND	0.15	12	Monthly	\$13.00	\$156.00
CORACI SPRT COMPLEX POND #1	2.31	12	Monthly	\$56.00	\$672.00
CORACI SPRT COMPLEX POND #2	1.35	12	Monthly	\$35.00	\$420.00
CORACI SPRT COMPLEX DITCH	1280 feet	12	Monthly	\$120.00	\$1440.00
GOLF COURSE LAKES (19 total)	20.00	24	Twice Monthly Each Lake	\$237.50	\$5700.00
D-1 DITCH/GOLF COURSE	1.85	12	Monthly	\$35.00	\$420.00
RIVERWALK PARK (2 PONDS)	1.85	12	Monthly	\$19.00	\$340.00
COST PER ADDITIONAL 30 ACRES WORK -SEPARATE LINE ITEM	\$ 13.00			TOTAL BASE BID	\$40,020.00
COST PER ADDITIONAL 1.0 ACRES WORK -SEPARATE LINE ITEM	\$ 25.00				

SECTION 3 – SCOPE OF WORK

1. Areas under contract are to be treated to control and maintain the undesirable (noxious) aquatic weeds and growth. Treatment methods that enhance conditions for diverse native plant growth must be implemented in mitigated areas and sites that contain desirable native plants. Tailored management plan for each location, according to type of waterbody, are required in order to control and maintain submersed weeds, floating and immersed plants and species including, but not limited to, plankton, blue green algae, bladderwort, cattails, water pennywort, chara, torpedo grass, bacopa, needle rush, primrose willows, duckweeds, hydrilla, southern naiad and shoreline grass.
2. All chemicals used to treat the retention areas under this contract MUST be registered and approved by the DEP. Each vendor must include a list of all chemicals they intend to use and where each will be applied in their treatment program.
3. Each vendor shall specify all types of chemicals and the manufacturer's product guarantees the company proposes to use in the treatment of all areas covered under this contract.
4. Each vendor must provide a list of equipment to be used for the services outlined in this scope of work to be eligible for the bid award.
5. Upon request by the City, the vendor awarded this contract must utilize an approved laboratory to test for the following:

Dissolved Oxygen, Temperature, Ammonia Nitrogen, Color, Alkalinity,

Clarity, Chloride, Water level, pH level (units), Phosphate, Nitrate and

Hardness.

The results of tests performed must be submitted to the City and contractor is responsible for any costs associated with testing.
6. Should the City deem further testing necessary, the vendor will be required to

obtain State certified tests at their expense in order to diagnose the problem so that a remedy can be reached and exact knowledge of the cause can be ascertained.

7. The vendor awarded this contract must submit a monthly report (City will provide form) that shows a summary of the condition of each lake, canal, ditch and retention pond covered under this contract and the date treatment was administered (see "report example" in bid package).
Payment to the vendor for services provided under this contract will be made on a monthly basis; however, payment will not be processed until the monthly report has been submitted by the vendor and reviewed by City staff.
8. The contractor will be responsible for all transportation and storage of chemicals. No chemicals will be stored on City property.
9. PLEASE NOTE: The "approximate acreage" and "approximate feet" figures shown for each area on the bid submittal sheet are approximations only. It is recommended that each vendor visit each location to be treated prior to submitting his or her bid.

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ITB 18-19

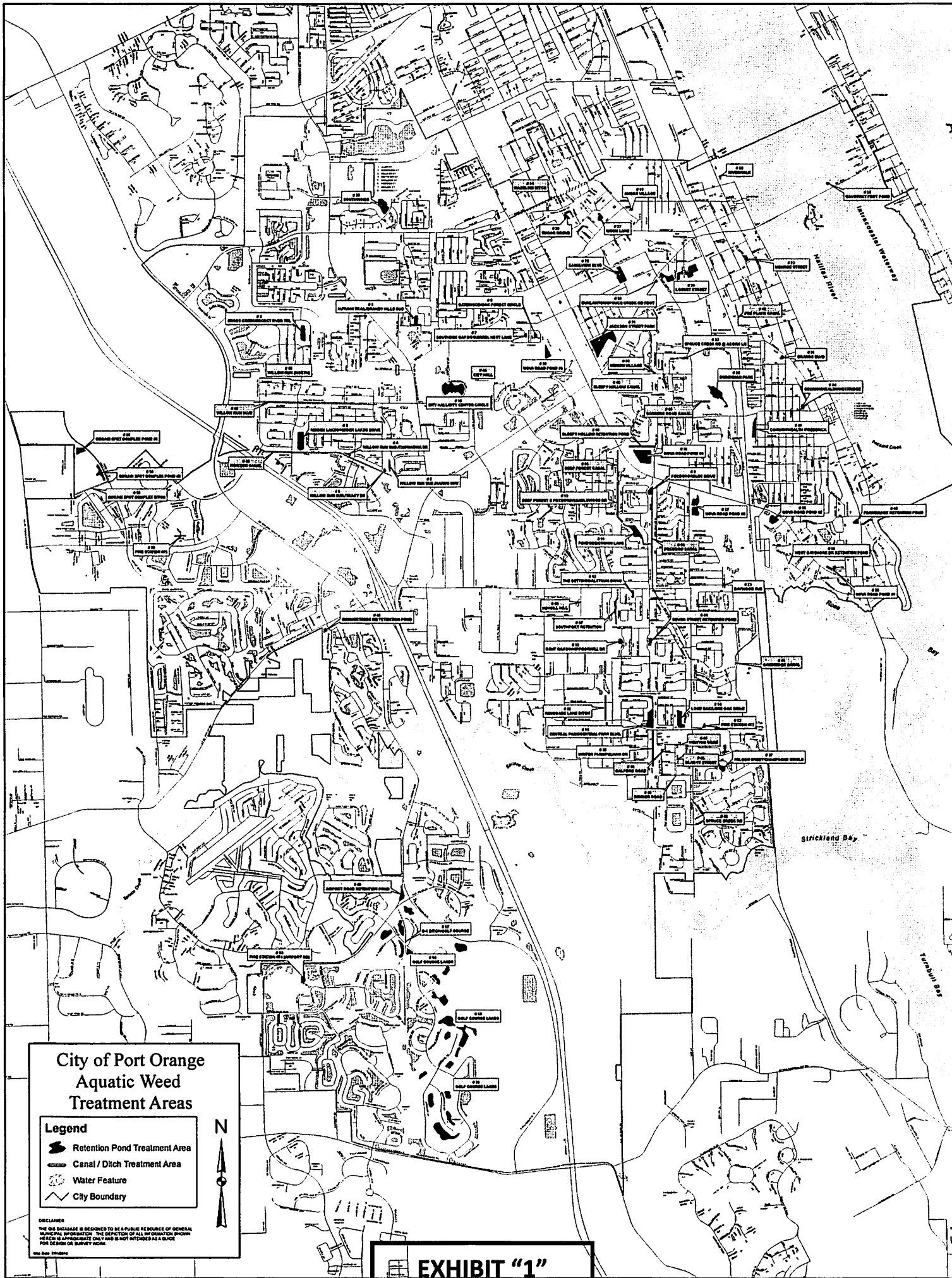
13

TREATMENT AREA	Approx Acreage
AUTUMN TRAIL	1.15
CROSS CREEK/SECRET RIVER TRAIL	1.42
HIDDEN LAKES/HIDDEN LAKES DRIVE	6.00
WILLOW RUN SUB./THOMASINA DR	0.15
WILLOW RUN SUB./TRACY DR	0.10
WILLOW RUN SUB./HARMS WAY	0.25
SOUTHERN OAKS/SQUIRREL NEST LANE	0.10
GATEWOOD/OAK FOREST CIRCLE	0.15
FOXBORO/MILES DRIVE	1.00
DEEP FOREST & FOXBORO/SANDLEWOOD DR	1.20
FOXBORO/CROWN LANE	0.50
THE SETTINGS/ALSTRUM DRIVE	0.40
BENT OAKS/WHIPPOORWILL DR	0.20
LONE OAK/LONE OAK DRIVE	3.00
CENTRAL PARK/CENTRAL PARK BLVD.	3.50
WINTER PARK/PELHAM DR	0.67
FALCON CREST/CHAMPAGNE CIRCLE	0.40
CITY HALL/CITY CENTER CIRCLE	3.00
AMBER VILLAGE/AMBER CIRCLE	0.10
FIRE STATION #5	0.60
JACKSON STREET PARK	5.20
FIRE STATION #2	0.30
MONROE STREET	0.25
LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINKED BY PIPE; DAGWOOD CIR, LOCUST AND FDOT POND ON SP CREEK RD	3.44
BAYWOOD AVE	1.00
SOUTHWINDS	4.00
NIXON LANE	1.00
CANALVIEW BLVD	2.00
SUGAR GROVE/SUGAR GROVE COURT	1.00
BUSCHMAN PARK	5.40
ORANGE BLVD	1.00
SPRUCE CREEK RD @ ACORN LN	1.00
FIRE STATION #4 (AIRPORT RD)	1.00
COMMONWEALTH/WESTRIDGE	0.50
NOVA ROAD POND #1 (2 PONDS)	0.50
NOVA ROAD POND #2	5.00
NOVA ROAD POND #3 (2 PONDS)	6.00
NOVA ROAD POND #4	12.00
NOVA ROAD POND #5	3.50
HIDDEN VILLAGE	0.15
COMMONWEALTH /FREDERICK	0.50
RENEGADE LANE DITCH	0.30
FARMBROOK RETENTION POND	0.70
DEVON STREET RETENTION POND	0.33
ALL CANAL SECTIONS COMBINED	28.00
SOUTHPORT RETENTION	0.79
SLEEPY HOLLOW RETENTION POND	1.75
SUMMERTREES RD TETENTION POND	0.33
AIRPORT ROAD RETENTION POND	0.95
DUNLAWTON/SP CREEK RD FDOT POND (WEST SIDE OF SP CREEK RD)	0.20
WEST BAYSHORE DR RETENTION POND	0.80
CAUSEWAY FDOT POND	0.15
CORACI SPRT COMPLEX POND #1	2.21
CORACI SPRT COMPLEX POND #2	1.25
CORACI SPRT COMPLEX DITCH	1280 feet
GOLF COURSE LAKES (19 total)	20.00
D-1 DITCH/GOLF COURSE	1050 feet
RIVERWALK PARK (2 PONDS)	1.05

CANAL SECTIONS

AREA	LOCATION DESCRIPTION
B-19 Basin	
Willow Run	South side of Willow Run Boulevard est. 3.25 ac
Willow Run (north side)	From Chardonay to B-19 Canal est. 3.03 ac
Horizon Canal	South side of Willow Run I-95 to B-19 Canal est. 3.85 ac
Cambridge Basin	
Foxboro Canal	Foxboro Retention (Miles Drive to Taylor Road) est. 2.74 ac
Cambridge Canal	Taylor Road to Rose Bay est. 8.32 ac
Deep Forest Canal	Nova Road to Timberwood Drive est. .89 ac
Hensel Hill Canal	Hensel Hill east to Taylor Road est. .72 ac
Halifax Basin	
Sleepy Hollow Canal	Sleepy Hollow sub., north side (Publix to Shallowbrook) est. 1.03 ac
Sanders Road Canal	Spruce Creek Road to Halifax Canal est. .48 ac
City Hall	Pop-off canal, east of gymnasium est. .19 ac
Reed Canal Basin	
Madeline Ditch	From Sugar House Drive to Nova Road (both sides of roadway) est. 1.48 ac
Riverwood Basin	
Spruce Creek Road Ditch	From Cove Court to Golden Pond est. .54 ac
Ditches along Newton Road, Gladys Street, Dalford Road and Renner Road est. total 1.16 ac	
River Font Basin	
Fox Place Canal	West end of Fleming to Public Works yard est. .31 ac

ITB 18-19



City of Port Orange Aquatic Weed Treatment Areas

Legend

- Retention Pond Treatment Area
- Canal / Ditch Treatment Area
- Water Feature
- City Boundary



DISCLAIMER
THE GIS DATABASE IS DESIGNED TO BE A PUBLIC RESOURCE OF GENERAL
INFORMATION. THE DEPICTION OF ALL INFORMATION SHOWN
HEREIN IS APPROXIMATE ONLY AND IS NOT INTENDED AS A SOURCE
FOR DESIGN OR SURVEY WORK.

Map Date: 1/1/2010

EXHIBIT "1"

City of Port Orange
Treatment of Lakes, Canals, Ditches and Retention Ponds
ITB #18-19

A blank reporting form will be provided to contractor awarded bid. The report form must be completed by the contractor each month after the site visit and it needs to provide information such as shown below in the example.

City of Port Orange
Monthly Report for: May 2018

Treatment Area	Treatment Schedule	Date of Treatment	Condition	Notes / Concerns
1. Autumn Trail / Brandy Hills subs.	Monthly except Dec./Feb.	05/09/18	Good	No notes of concern
2. Cross Creek sub., Secret River Trail	Monthly	05/10/18	Good	No notes of concern
2A Littoral Zone	May, July, Sept., Nov., Jan, March	05/09/18	Good	No notes of concern
3. Hidden Lakes sub., Hidden Lake Dr.	Monthly except Dec./Feb.	05/10/18	Fair	May need add'l visit (algae)
4. Willow Run sub., Thomasina Drive	Monthly except Dec./Feb	05/10/18	Good	No notes of concern
5. Willow Run sub., Tracy Drive	May, July, Sept., Nov., Jan, March	05/10/18	Good	Improved from last month (algae)
6. Willow Run sub., Harms Way	May, July, Sep., Nov., Jan, March	05/09/18	Good	No notes of concern

Reports must show date area visited, note "condition" and list areas of concern (if any).

EXAMPLE

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) Days from the ITB opening date.

CONTRACT TERM

The term of the contract shall be an initial term will be for 2 years with three – one-year renewals upon mutual agreement of both parties. Either party may cancel the contract for any or no reason with a thirty (30) days written notice to the other party.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal. Each vendor will provide a State of Florida Applicator Certification/License upon request.

NOTICE:

The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

CHANGES:

The City also reserves the right to increase or decrease the listed locations as long as the total annual expenditure amount does not change more than 10%. All changes must be in writing and approved by all parties. Changes exceeding 10% of the original bid price would require a change in scope and City Council approval. The contractor agrees to perform additional work or reduce existing work in accordance with the specifications per unit pricing bid.

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.



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 #18-19
ITB TITLE:	AQUATIC PLANT MANAGEMENT SERVICES
ITB OPENING	August 24 , 2018 @ 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms		AQUATIC WEED CONTROL INC.	AIRBOAT ADDICTS INC.	APPLIED AQUATIC MANAGEMENT INC.	SOLITUDE LAKE MANAGEMENT
1	Form 7.1 Bid Submittal Checklist	YES	YES	YES	YES
2	Form 7.2 Vendors Acknowledgement	YES	YES	YES	YES
3	Form 7.3 Addendum & Change Order Procedure Acknowledgment	YES	YES	YES	YES
4	Form 7.4 Drug Free/Tie Preference Statement	YES	YES	YES	YES
5	Form 7.5 Public Entity Crimes Statement	YES	YES	YES	YES
6	Form 7.6 Affidavit of Anti-Collusion	YES	YES	YES	YES
7	Form 7.7 Statement of Vendors Qualifications	YES	YES	YES	YES
8	Form 7.8 Professional References for Previous Experience	YES	YES	YES	YES
9	Form 7.9 Local Business Affidavit of Eligibility	YES	YES	YES	YES
10	Bid Proposal Schedules of Unit Pricing	YES	YES	YES	YES
11	Vendor Equipment List	YES	YES	YES	YES
12	1 Original, 1 Digital Copy	YES	YES	YES	YES
13	Deemed Responsive?	YES	YES	YES	YES
TOTAL BASE BID		\$ 168,030.00	\$ 95,897.00	\$ 40,020.00	\$ 64,895.64
Extra cost per .50 acre		\$ 50.00	\$ -	\$13.00	\$ 30.00
Extra cost per 1.0 acre		\$ 75.00	\$ -	\$25.00	\$ 30.00
Opened and tabulated by: Joseph Castro					
Witnessed by: David Battaglia					



CITY OF PORT ORANGE TABULATION SHEET

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ITB NUMBER:	ITB #18-19
ITB TITLE:	AQUATIC PLANT MANAGEMENT SERVICES
ITB OPENING	August 24 , 2018 @ 2:30 P.M.

		Response 5	Response 6	Response 7	Response 8
Submittal Required Forms		THE LAKE DOCTORS INC.	CLEAR WATERS INC.	AQUATIC MANAGEMENT PLUS LLC.	WETLAND MANAGEMENT SF LLC.
1	Form 7.1 Bid Submittal Checklist	YES	YES	NO	YES
2	Form 7.2 Vendors Acknowledgement	YES	YES	YES	YES
3	Form 7.3 Addendum & Change Order Procedure Acknowledgment	YES	YES	YES	YES
4	Form 7.4 Drug Free/Tie Preference Statement	YES	YES	YES	YES
5	Form 7.5 Public Entity Crimes Statement	YES	YES	YES	YES
6	Form 7.6 Affidavit of Anti-Collusion	YES	YES	YES	YES
7	Form 7.7 Statement of Vendors Qualifications	YES	YES	YES	YES
8	Form 7.8 Professional References for Previous Experience	YES	YES	YES	YES
9	Form 7.9 Local Business Affidavit of Eligibility	YES	YES	NO	YES
10	Bid Proposal Schedules of Unit Pricing	YES	YES	YES	YES
11	Vendor Equipment List	NO	YES	YES	YES
12	1 Original, 1 Digital Copy	YES	YES	YES	YES
13	Deemed Responsive?	YES	YES	YES	YES
	TOTAL BASE BID	\$ 94,950.00	\$ 69,880.00	\$ 44,281.55	\$ 43,570.40
	Extra cost per .50 acre	\$ 50.00	\$ 24.50	\$ 50.00	\$ 12.50
	Extra cost per 1.0 acre	\$ 100.00	\$ 49.00	\$ 100.00	\$ 25.00

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

AQUATIC PLANT MANAGEMENT SERVICES

ITB #18-19



City of Port Orange Purchasing Division

Prepared by: Joseph Castro

Release Date: July 20, 2018

Bid Due Date and Time: August 24, 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 Proposers

ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES

Notice is hereby given that the City of Port Orange is soliciting bids for **ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES**. Bids 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 August 24, 2018** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at **10:00 A.M. (local time) on August 3, 2018** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

DESCRIPTION: *Treatment of Lakes, Canals, Ditches and Retention Ponds.*

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids 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 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

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 (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Buyer, Joseph Castro, jcastro@port-orange.org or purchdiv@port-orange.org and reference "Questions on ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES in the subject line. Last day for questions will be **August 10, 2018 at 5:00 P.M.**

All Bidders 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 bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. No Bids 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 Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

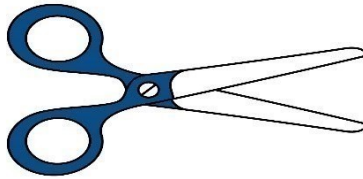
Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to Joseph Castro, Buyer, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES."**

Joseph Castro Buyer

Legal Ad - One Time – **July 20, 2018**

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #18-19 _____
BID TITLE:	AQUATIC PLANT MANAGEMENT SERVICES _____
DUE DATE/TIME:	August 24, 2018 at 2:30 P.M. _____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Joseph Castro Buyer 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 of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of controlling weeds and grasses in the ditches, retention ponds, lakes and canals in the city of Port Orange. Contractor shall furnish all labor, material, supervision, travel, parts and equipment and technical expertise. The chosen contractor will be suitably licensed to execute the requested services and maintain and submit the mandatory records and reports.

Besides cost, other factors that will be considered will be qualifications, capabilities and experience in performing the required work.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder'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 ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids, including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:July 20, 2018

Non-Mandatory Pre-Bid Conference..... August 3, 2018 at 10:00 A.M.

Deadline for Questions:August 10, 2018 by 5:00 P.M.

Final Addendum Posting:August 17, 2018 by 5:00 P.M.

Bids Due: August 24, 2018 by 2:30 P.M.

City Council Meeting for Approval of Recommendation of AwardTo Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) 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 Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids 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 bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly and the names of all Vendors shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Bids or parts of Bids if it is in the best interest of the City.

NON-MANDATORY PRE-BID CONFERENCE/SITE VISIT:

There will be a Non-Mandatory Pre-Bid Conference for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Joseph Castro
Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@port-orange.org
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB 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 Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

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 ITB 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, locations and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid 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 showing your company registered as "Active".

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, 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 ITB on the provided "Professional References" form. 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.

Past performance and years of experience with other contracts similar to this one, such as other municipalities with treatment areas comparable in size and type of areas treated. **At least 3 comparable references must be submitted on form provided in bid package.**

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 ITB. 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 Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF BIDS:

Correction of inadvertently erroneous Bids shall be permitted up to the time of ITB opening. Vendors shall not be allowed to modify their Bids after the opening time and date.

WITHDRAWAL OF BIDS:

NO Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB 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 Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases 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 litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

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.

REJECTION OF BIDS:

The City reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

BIDS 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 WORK

1. Areas under contract are to be treated to control and maintain the undesirable (noxious) aquatic weeds and growth. Treatment methods that enhance conditions for diverse native plant growth must be implemented in mitigated areas and sites that contain desirable native plants. Tailored management plan for each location, according to type of waterbody, are required in order to control and maintain submersed weeds, floating and immersed plants and species including, but not limited to, plankton, blue green algae, bladderwort, cattails, water pennywort, chara, torpedo grass, bacopa, needle rush, primrose willows, duckweeds, hydrilla, southern naiad and shoreline grass.
2. All chemicals used to treat the retention areas under this contract MUST be registered and approved by the DEP. Each vendor must include a list of all chemicals they intend to use and where each will be applied in their treatment program.
3. Each vendor shall specify all types of chemicals and the manufacturer's product guarantees the company proposes to use in the treatment of all areas covered under this contract.
4. Each vendor must provide a list of equipment to be used for the services outlined in this scope of work to be eligible for the bid award.
5. Upon request by the City, the vendor awarded this contract must utilize an approved laboratory to test for the following:

Dissolved Oxygen, Temperature, Ammonia Nitrogen, Color, Alkalinity,

Clarity, Chloride, Water level, pH level (units), Phosphate, Nitrate and

Hardness.

The results of tests performed must be submitted to the City and contractor is responsible for any costs associated with testing.
6. Should the City deem further testing necessary, the vendor will be required to

obtain State certified tests at their expense in order to diagnose the problem so that a remedy can be reached and exact knowledge of the cause can be ascertained.

7. The vendor awarded this contract must submit a monthly report (City will provide form) that shows a summary of the condition of each lake, canal, ditch and retention pond covered under this contract and the date treatment was administered (see "report example" in bid package). Payment to the vendor for services provided under this contract will be made on a monthly basis; however, payment will not be processed until the monthly report has been submitted by the vendor and reviewed by City staff.
8. The contractor will be responsible for all transportation and storage of chemicals. No chemicals will be stored on City property.
9. PLEASE NOTE: The "approximate acreage" and "approximate feet" figures shown for each area on the bid submittal sheet **are approximations only**. It is recommended that each vendor visit each location to be treated prior to submitting his or her bid.

[Remainder of this page left intentionally blank]

TREATMENT AREA	Approx Acreage
AUTUMN TRAIL	1.15
CROSS CREEK/SECRET RIVER TRAIL	1.42
HIDDEN LAKES/HIDDEN LAKES DRIVE	6.00
WILLOW RUN SUB./THOMASINA DR	0.15
WILLOW RUN SUB./TRACY DR	0.10
WILLOW RUN SUB./HARMS WAY	0.25
SOUTHERN OAKS/SQUIRREL NEST LANE	0.10
GATEWOOD/OAK FOREST CIRCLE	0.15
FOXBORO/MILES DRIVE	1.00
DEEP FOREST & FOXBORO/SANDLEWOOD DR	1.20
FOXBORO/CROWN LANE	0.50
THE SETTINGS/ALSTRUM DRIVE	0.40
BENT OAKS/WHIPPOORWILL DR	0.20
LONE OAK/LONE OAK DRIVE	3.00
CENTRAL PARK/CENTRAL PARK BLVD.	3.50
WINTER PARK/PELHAM DR	0.67
FALCON CREST/CHAMPAGNE CIRCLE	0.40
CITY HALL/CITY CENTER CIRCLE	3.00
AMBER VILLAGE/AMBER CIRCLE	0.10
FIRE STATION #5	0.60
JACKSON STREET PARK	5.20
FIRE STATION #2	0.30
MONROE STREET	0.25
LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINKED BY PIPE; DAGWOOD CIR, LOCUST AND FDOT POND ON SP CREEK RD	3.44
BAYWOOD AVE	1.00
SOUTHWINDS	4.00
NIXON LANE	1.00
CANALVIEW BLVD	2.00
SUGAR GROVE/SUGAR GROVE COURT	1.00
BUSCHMAN PARK	5.40
ORANGE BLVD	1.00
SPRUCE CREEK RD @ ACORN LN	1.00
FIRE STATION #4 (AIRPORT RD)	1.00
COMMONWEALTH/WESTRIDGE	0.50
NOVA ROAD POND #1 (2 PONDS)	0.50
NOVA ROAD POND #2	5.00
NOVA ROAD POND #3 (2 PONDS)	6.00
NOVA ROAD POND #4	12.00
NOVA ROAD POND #5	3.50
HIDDEN VILLAGE	0.15
COMMONWEALTH /FREDERICK	0.50
RENEGADE LANE DITCH	0.30
FARMBROOK RETENTION POND	0.70
DEVON STREET RETENTION POND	0.33
ALL CANAL SECTIONS COMBINED	28.00
SOUTHPORT RETENTION	0.79
SLEEPY HOLLOW RETENTION POND	1.75
SUMMERTREES RD TETENTION POND	0.33
AIRPORT ROAD RETENTION POND	0.95
DUNLAWTON/SP CREEK RD FDOT POND (WEST SIDE OF SP CREEK RD)	0.20
WEST BAYSHORE DR RETENTION POND	0.80
CAUSEWAY FDOT POND	0.15
CORACI SPRT COMPLEX POND #1	2.21
CORACI SPRT COMPLEX POND #2	1.25
CORACI SPRT COMPLEX DITCH	1280 feet
COLF COURSE LAKES (19 total)	20.00
D-1 DITCH/GOLF COURSE	1050 feet
RIVERWALK PARK (2 PONDS)	1.05

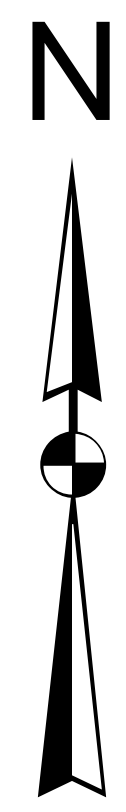
CANAL SECTIONS

AREA	LOCATION DESCRIPTION
B-19 Basin	
Willow Run	South side of Willow Run Boulevard est. 3.25 ac
Willow Run (north side)	From Chardonnay to B-19 Canal est. 3.03 ac
Horizon Canal	South side of Willow Run I-95 to B-19 Canal est. 3.85 ac
Cambridge Basin	
Foxboro Canal	Foxboro Retention (Miles Drive to Taylor Road) est. 2.74 ac
Cambridge Canal	Taylor Road to Rose Bay est. 8.32 ac
Deep Forest Canal	Nova Road to Timberwood Drive est. .89 ac
Hensel Hill Canal	Hensel Hill east to Taylor Road est. .72 ac
Halifax Basin	
Sleepy Hollow Canal	Sleepy Hollow sub., north side (Publix to Shallowbrook) est. 1.03 ac
Sanders Road Canal	Spruce Creek Road to Halifax Canal est. .48 ac
City Hall	Pop-off canal, east of gymnasium est. .19 ac
Reed Canal Basin	
Madeline Ditch	From Sugar House Drive to Nova Road (both sides of roadway) est. 1.48 ac
Riverwood Basin	
Spruce Creek Road Ditch	From Cove Court to Golden Pond est. .54 ac
Ditches along Newton Road, Gladys Street, Dalford Road and Renner Road est. total 1.16 ac	
River Font Basin	
Fox Place Canal	West end of Fleming to Public Works yard est. .31 ac

City of Port Orange Aquatic Weed Treatment Areas

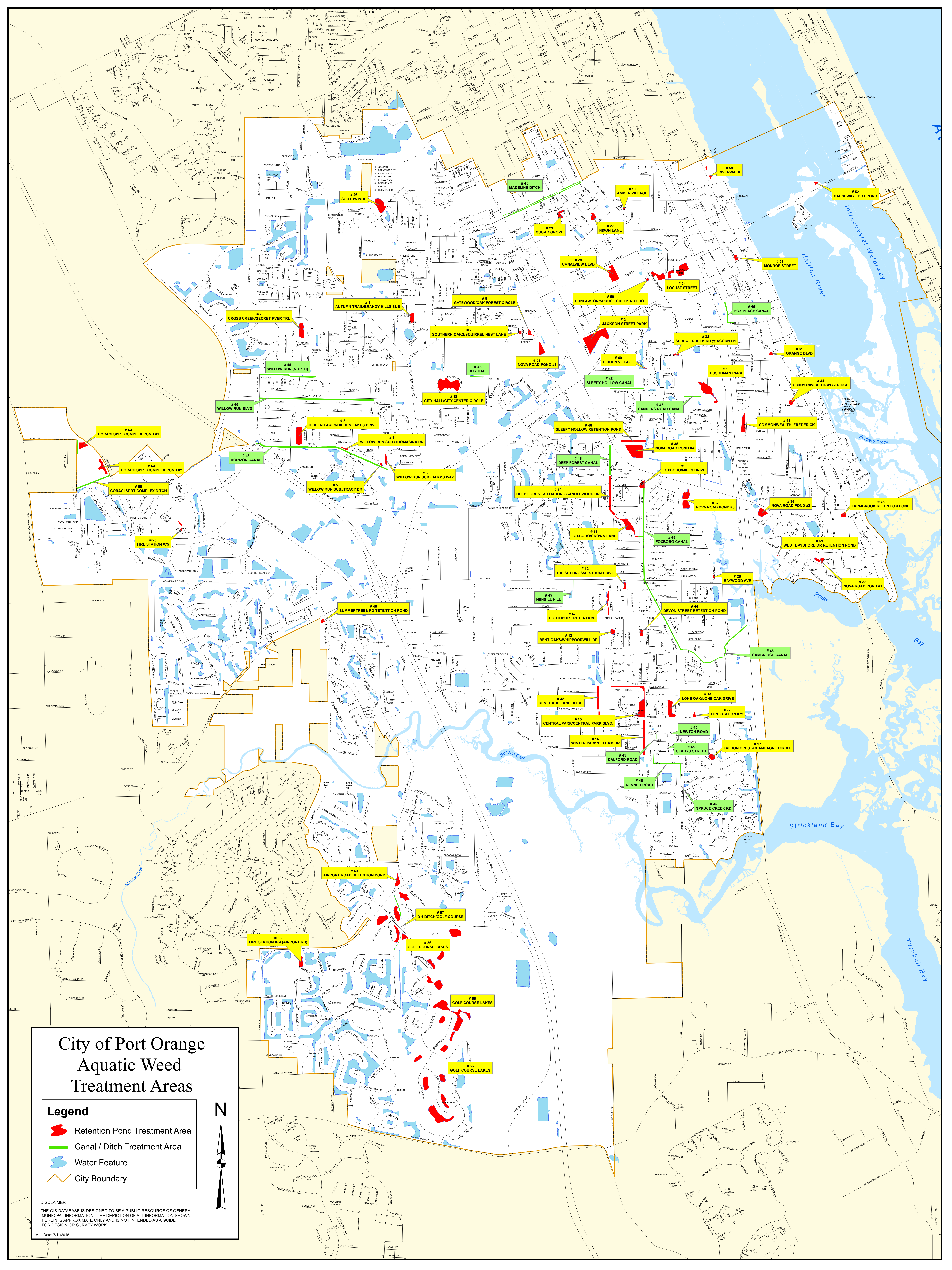
Legend

-  Retention Pond Treatment Area
-  Canal / Ditch Treatment Area
-  Water Feature
-  City Boundary



DISCLAIMER
THE GIS DATABASE IS DESIGNED TO BE A PUBLIC RESOURCE OF GENERAL MUNICIPAL INFORMATION. THE DEPICTION OF ALL INFORMATION SHOWN HEREIN IS APPROXIMATE ONLY AND IS NOT INTENDED AS A GUIDE FOR DESIGN OR SURVEY WORK.

Map Date: 7/11/2018



City of Port Orange
Treatment of Lakes, Canals, Ditches and Retention Ponds
ITB #18-19

A blank reporting form will be provided to contractor awarded bid. The report form must be completed by the contractor each month after the site visit and it needs to provide information such as shown below in the example.

City of Port Orange
Monthly Report for: May 2018

Treatment Area	Treatment Schedule	Date of Treatment	Condition	Notes / Concerns
1. Autumn Trail / Brandy Hills subs.	Monthly except Dec./Feb.	05/09/18	Good	No notes of concern
2. Cross Creek sub., Secret River Trail	Monthly	05/10/18	Good	No notes of concern
2A Littoral Zone	May, July, Sept., Nov., Jan, March	05/09/18	Good	No notes of concern
3. Hidden Lakes sub., Hidden Lake Dr.	Monthly except Dec./Feb.	05/10/18	Fair	May need add'l visit (algae)
4. Willow Run sub., Thomasina Drive	Monthly except Dec./Feb	05/10/18	Good	No notes of concern
5. Willow Run sub., Tracy Drive	May, July, Sept., Nov., Jan, March	05/10/18	Good	Improved from last month (algae)
6. Willow Run sub., Harms Way	May, July, Sep., Nov., Jan, March	05/09/18	Good	No notes of concern

Reports must show date area visited, note "condition" and list areas of concern (if any).

EXAMPLE

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 the 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.
40. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
41. **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.
42. **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.
43. **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.
44. **Request for Statement ofQualifications (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.
45. **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.
- 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".)

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 tenders 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 release 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 the 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 ITB 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 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 at 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 nonresponse 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. 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.

37. 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.

38. FACILITIES

The City reserves the right to inspect the Vendor's facilities at any time.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. INSURANCE

If required upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

51. 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.

52. INSURANCE REQUIREMENTS

If required 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.

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	

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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.

59. 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) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid 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.

60. **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.

61. **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.

62. **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.

63. **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.

64. 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.

65. 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.

66. 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.

67. 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).

68. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

69. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-bid 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. 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.

70. 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 or written in ink, or electronically imputed 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.

71. 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.

72. 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.

73. 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.

74. PROPRIETY 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.

75. 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.

76. 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.

77. 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.

78. 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.

79. 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.

80. 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.

81. 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.

82. 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.

83. RECYCLED MATERIALS

City of Port Orange encourages the use of products made of recycled materials.

84. 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.)

85. 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.

86. 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.

87. 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.

88. 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.

89. 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.

90. 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.

91. 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.

92. 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.

93. 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.

94. **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.

95. **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.

96. **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.

97. **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.

98. 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.

99. 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.

100. 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.

101. 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.

102. 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.

103. 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.

104. 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.

105. TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to 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.

106. 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.

107. 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.

108. 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.

109. 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.

110. 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)

111. 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.

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) Days from the ITB opening date.

CONTRACT TERM

The term of the contract shall be an initial term will be for 2 years with three – one-year renewals upon mutual agreement of both parties. Either party may cancel the contract for any or no reason with a thirty (30) days written notice to the other party.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal. Each vendor will provide a State of Florida Applicator Certification/License upon request.

NOTICE:

The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

CHANGES:

The City also reserves the right to increase or decrease the listed locations as long as the total annual expenditure amount does not change more than 10%. All changes must be in writing and approved by all parties. Changes exceeding 10% of the original bid price would require a change in scope and City Council approval. The contractor agrees to perform additional work or reduce existing work in accordance with the specifications per unit pricing bid.

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.

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7– Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Local Business Affidavit of Eligibility
- _____ Attachment 1 – Bid Proposal
- _____ Vendor Equipment List
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flashdrive) version in PDF format.

[Remainder of this page left intentionally blank]

FORM 7.2 – 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):

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 7.3 – 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 _____ and who:

(NAME) (TITLE)

(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 7.4 – 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)

_____, and who:
(NAME OF ORGANIZATION)

[Notary: Please select 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 7.5 – 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 _____, who, being by me firstduly 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 nolocontendere.
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: 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 7.6 – 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: _____

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 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 7.7 – 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 7.7 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. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- 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 7.7 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.

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: 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 7.8 – 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: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.9 – 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): _____

BUSINESSNAME: _____

CONTACTPERSON/TITLE: _____

MAILINGADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd 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: _____

****Please attach 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 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20____
My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal



"ATTACHMENT 1" ITB 18-19 SCHEDULE OF UNIT PRICING BID FORM
CITY OF PORT ORANGE - AQUATIC PLANT MANAGEMENT SERVICES
ITB # 18-19

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:

This document must be completed and returned with your Submittal

TREATMENT AREA	Approx Acreage	No. of annual visits	Treatment Schedule	Unit Cost	Annual Cost
AUTUMN TRAIL	1.15	10	No treatments Dec. or Feb.	\$ -	\$ -
CROSS CREEK/SECRET RIVER TRAIL	1.42	12	Monthly	\$ -	\$ -
HIDDEN LAKES/HIDDEN LAKES DRIVE	6.00	10	No treatments Dec. or Feb.	\$ -	\$ -
WILLOW RUN SUB./THOMASINA DR	0.15	10	No treatments Dec. or Feb.	\$ -	\$ -
WILLOW RUN SUB./TRACY DR	0.10	6	May, July, Sept, Nov, Jan, March	\$ -	\$ -
WILLOW RUN SUB./HARMS WAY	0.25	6	May, July, Sept, Nov, Jan, March	\$ -	\$ -
SOUTHERN OAKS/SQUIRREL NEST LANE	0.10	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ -	\$ -
GATEWOOD/OAK FOREST CIRCLE	0.15	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ -	\$ -
FOXBORO/MILES DRIVE	1.00	24	Twice monthly	\$ -	\$ -
DEEP FOREST & FOXBORO/SANDLEWOOD DR	1.20	24	Twice monthly	\$ -	\$ -
FOXBORO/CROWN LANE	0.50	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ -	\$ -
THE SETTINGS/ALSTRUM DRIVE	0.40	12	Monthly	\$ -	\$ -
BENT OAKS/WHIPPOORWILL DR	0.20	12	Monthly	\$ -	\$ -
LONE OAK/LONE OAK DRIVE	3.00	12	Monthly	\$ -	\$ -
CENTRAL PARK/CENTRAL PARK BLVD.	3.50	12	Monthly	\$ -	\$ -
WINTER PARK/PELHAM DR	0.67	12	Monthly	\$ -	\$ -
FALCON CREST/CHAMPAGNE CIRCLE	0.40	12	Monthly	\$ -	\$ -
CITY HALL/CITY CENTER CIRCLE	3.00	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ -	\$ -
AMBER VILLAGE/AMBER CIRCLE	0.10	6	May, July, Sept, Nov, Jan, March	\$ -	\$ -
FIRE STATION #5	0.60	12	Monthly	\$ -	\$ -
JACKSON STREET PARK	5.20	16	Monthly, 2x in June, Jul, Aug, Sept		
FIRE STATION #2	0.30	12	Monthly		
MONROE STREET	0.25	12	Monthly	\$ -	\$ -
LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINKED BY PIPE; DAGWOOD CIR, LOCUST AND FDOT POND ON SP CREEK RD	3.44	12	Monthly	\$ -	\$ -
BAYWOOD AVE	1.00	12	Monthly	\$ -	\$ -
SOUTHWINDS	4.00	12	Monthly	\$ -	\$ -
NIXON LANE	1.00	12	Monthly	\$ -	\$ -
CANAL VIEW BLVD	2.00	12	Monthly	\$ -	\$ -
SUGAR GROVE/SUGAR GROVE COURT	1.00	12	Monthly	\$ -	\$ -
BUSCHMAN PARK	5.40	12	Monthly	\$ -	\$ -
ORANGE BLVD	1.00	12	Monthly	\$ -	\$ -
SPRUCE CREEK RD @ ACORN LN	1.00	12	Monthly	\$ -	\$ -
FIRE STATION #4 (AIRPORT RD)	1.00	12	Monthly	\$ -	\$ -
COMMONWEALTH/WESTRIDGE	0.50	12	Monthly	\$ -	\$ -
NOVA ROAD POND #1 (2 PONDS)	0.50	12	Monthly	\$ -	\$ -
NOVA ROAD POND #2	5.00	12	Monthly	\$ -	\$ -
NOVA ROAD POND #3 (2 PONDS)	6.00	12	Monthly	\$ -	\$ -
NOVA ROAD POND #4	12.00	12	Monthly	\$ -	\$ -
NOVA ROAD POND #5	3.50	12	Monthly	\$ -	\$ -
HIDDEN VILLAGE	0.15	12	Monthly	\$ -	\$ -
COMMONWEALTH /FREDERICK	0.50	12	Monthly	\$ -	\$ -
RENEGADE LANE DITCH	0.30	12	Monthly	\$ -	\$ -
FARMBROOK RETENTION POND	0.70	12	Monthly	\$ -	\$ -
DEVON STREET RETENTION POND	0.33	12	Monthly	\$ -	\$ -
ALL CANAL SECTIONS COMBINED	28.00	12	Monthly	\$ -	\$ -
SOUTHPORT RETENTION	0.79	12	Monthly	\$ -	\$ -
SLEEPY HOLLOW RETENTION POND	1.75	12	Monthly	\$ -	\$ -
SUMMERTREES RD TETENTION POND	0.33	12	Monthly	\$ -	\$ -
AIRPORT ROAD RETENTION POND	0.95	12	Monthly	\$ -	\$ -
DUNLAWTON/SP CREEK RD FDOT POND (WEST SIDE OF SP CREEK RD)	0.20	12	Monthly	\$ -	\$ -
WEST BAYSHORE DR RETENTION POND	0.80	12	Monthly	\$ -	\$ -
CAUSEWAY FDOT POND	0.15	12	Monthly	\$ -	\$ -
CORACI SPRT COMPLEX POND #1	2.21	12	Monthly	\$ -	\$ -
CORACI SPRT COMPLEX POND #2	1.25	12	Monthly	\$ -	\$ -
CORACI SPRT COMPLEX DITCH	1280 feet	12	Monthly	\$ -	\$ -
GOLF COURSE LAKES (19 total)	20.00	24	Twice Monthly Each Lake	\$ -	\$ -
D-1 DITCH/GOLF COURSE	1050 feet	12	Monthly	\$ -	\$ -
RIVERWALK PARK (2 PONDS)	1.05	12	Monthly		
COST PER ADDITIONAL .50 ACRE WORK -SEPARATE LINE ITEM	\$			TOTAL BASE BID	\$ -
COST PER ADDITIONAL 1.0 ACRE WORK -SEPARATE LINE ITEM	\$				



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a _____ corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within ____ calendar days from issuance of a Notice to Proceed and final completion ____ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "____," 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. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any work or services or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed issued and executed by the City. The City reserves the right to contract with other parties for work and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Liquidated Damages: Contractor shall pay \$_____ 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 City 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.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "___" attached hereto, subject to a limit up to but not to exceed \$_____ for the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. 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.

3. Contract Documents. The following forms are attached as Exhibit "___" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

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

5. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

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

9. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance		Standards	Comments
Workers' Compensation	<u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	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.
	<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
	<u>Additional Coverage:</u>	Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	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.
	<u>Additional Coverage:</u>	"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage - \$1,000,000 minimum	

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

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

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

16. **Warranties.** Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. **Additional Warranties.** Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

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

19. **Inspection**

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of

this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

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

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

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure

shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

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

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

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

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

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

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-_____

Contractor: _____
Attention: _____

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

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

[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:

Witnesses:

CITY OF PORT ORANGE

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Donald O. Bumette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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



End of Solicitation Documents



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 1

August 14, 2018

ITB # 18-19 Aquatic Plant Management Services

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated July 20, 2018 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

No changes

B. CHANGES TO SPECIFICATIONS:

No changes

C. QUESTIONS AND ANSWERS:

1. Is there prior pricing available for this contract?

Answer: \$40,212.00 from April 2017 to April 2018, 12 months

2. Have any additional sites been added since the previous contract?

Answer: One

3. Are you satisfied with the current conditions that the sites are at now?

Answer: Yeah relatively, we had a lapse because this is late getting out, so the original contract had expired in April. So, we had a lapse in treatment, so it's a bad time of the year to have that, so they are not in the best shape right at the moment.

4. So, they have not been treated since April?

Answer: They have been treated June and July. For April and May 2018, they were not.

5. Is there easy accessibility on these sites?

Answer: Yeah, we try to maintain those accesses. We got secondaries in a couple areas. Some areas get a little muddy and a little wet and things like that. We got secondaries if need be.

6. Are there any obstacles and gates or things like that?

Answer: There are a couple of sites that are mostly everything is open.

7. Key or combination type stuff?

Answer: Key

8. Are all of the sites available to look at?

Answer: Absolutely they are.

9. Do I need to make arrangements to look at them?

Answer: You can look at them at your leisure. You do not need to make arrangements.

10. There is no way to schedule the pump?

Answer: Yes

11. Is there any way to shut the pumps off for a few days?

Answer: No, the pump station is in automatic mode.

12. Are you going to require a skiff or airboat?

Answer: Most of them are accessible. The majority are treated by airboat. The accesses are made for that.

12. Would a drier week be a better time to do it?

Answer: Drier time the sun burns it out, so you guys are not spraying it.

13. Laboratory testing for the following, how often did you do that in the last contract cycle?

Answer: This was previously overseen by another supervisor who retired.

14. Are you going to require laboratory testing now?

Answer: Upon request by the City, the vendor awarded this contract must have tests for the following performed by an approved laboratory: Dissolved oxygen, Temperature, Ammonia Nitrogen, Color, Alkalinity, Clarity, Chloride, Water Level, pH Level (units), Phosphate, Nitrate and Hardness.

Tom DiEulio, Operations Manager and Brett Matter, Maintenance Worker II are showing a Google Maps overview of the city on the chamber's video screens to answer questions:

15. Is that were your hydrilla issues are?

Answer: Little farther back up. We get a lot of salt water intrusion in that pond, so the salt pretty takes care of everything.

16. All that is accessible by airboat?

Answer: Yes, the current contractor does this with an airboat.

17. Is there any problems with private properties along there or anything?

Answer: You can see the fence lines here are all cities, everybody is pretty good with that, believe me they want you back there.

18. What percentage control did you get with the last contract?

Answer: As far as this goes, we were at 80-85%

19. This, the city pond right here, was that part of, wasn't it some mowing services, some retention maintenance were the ponds were included with mowing?

Answer: I don't think that was with chemicals. No, it was just all mowing

20. They are not part of the treatment?

Answer: No

21. They are using airboats? Skiffs?

Answer: Yeah, either or.

22. Have you had a lot of issues with duckweed or watermeal?

Answer: Duckweed a little bit from time to time.

23. When the lakes feed into the municipal ponds, from a private pond and you are constantly fighting it, what is your position on that?

Answer: We cannot control it.

24. Have you required the previous contractor to come back and retreat the introduction of the duckweed after he has performed treatments?

Answer: We have requested them to come back and do some areas to stay on top of it.

In all other respects, except as specifically stated herein, the subject ITB 18-19 remains unchanged.

END OF ADDENDUM NO. # 1



"ATTACHMENT 1" ITB 18-19 SCHEDULE OF UNIT PRICING BID FORM
CITY OF PORT ORANGE - AQUATIC PLANT MANAGEMENT SERVICES

ITB # 18-19

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:

This document must be
completed and returned with

This document must be completed and returned with your Submittal

TREATMENT AREA	Approx Acreage	No. of annual visits	Treatment Schedule	Unit Cost	Annual Cost
AUTUMN TRAIL	1.15	10	No treatments Dec. or Feb.	\$ -	\$ -
CROSS CREEK/SECRET RIVER TRAIL	1.42	12	Monthly	\$ -	\$ -
HIDDEN LAKES/HIDDEN LAKES DRIVE	6.00	10	No treatments Dec. or Feb.	\$ -	\$ -
WILLOW RUN SUB/THOMASINA DR	0.15	10	No treatments Dec. or Feb.	\$ -	\$ -
WILLOW RUN SUB/TRACY DR	0.10	6	May,July,Sept,Nov,Jan,March	\$ -	\$ -
WILLOW RUN SUB/HARMS WAY	0.25	6	May,July,Sept,Nov,Jan,March	\$ -	\$ -
SOUTHERN OAKS/SQUIRREL NEST LANE	0.10	16	Monthly, 2x in Jun,Jul,Aug,Sept	\$ -	\$ -
GATEWOOD/OAK FOREST CIRCLE	0.15	16	Monthly, 2x in Jun,Jul,Aug,Sept	\$ -	\$ -
FOXBORO/MILES DRIVE	1.00	24	Twice monthly	\$ -	\$ -
DEEP FOREST & FOXBORO/SANDLEWOOD DR	1.20	24	Twice monthly	\$ -	\$ -
FOXBORO/CROWN LANE	0.50	16	Monthly, 2x in Jun,Jul,Aug,Sept	\$ -	\$ -
THE SETTINGS/ALSTRUM DRIVE	0.40	12	Monthly	\$ -	\$ -
BENT OAKS/WHIPPOORWILL DR	0.20	12	Monthly	\$ -	\$ -
LONE OAK/LONE OAK DRIVE	3.00	12	Monthly	\$ -	\$ -
CENTRAL PARK/CENTRAL PARK BLVD.	3.50	12	Monthly	\$ -	\$ -
WINTER PARK/PELIAM DR	0.67	12	Monthly	\$ -	\$ -
FALCON CREST/CHAMPAGNE CIRCLE	0.40	12	Monthly	\$ -	\$ -
CITY HALL/CITY CENTER CIRCLE	3.00	16	Monthly, 2x in Jun,Jul,Aug,Sept	\$ -	\$ -
AMBER VILLAGE/AMBER CIRCLE	0.10	6	May,July,Sept,Nov,Jan,March	\$ -	\$ -
FIRE STATION #5	0.60	12	Monthly	\$ -	\$ -
JACKSON STREET PARK	5.20	16	Monthly,2x in June,Jul,Aug,Sept	\$ -	\$ -
FIRE STATION #2	0.30	12	Monthly	\$ -	\$ -
MONROE STREET	0.25	12	Monthly	\$ -	\$ -
LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINKED BY PIPE, DAGWOOD CIR, LOCUST AND FDOT POND ON SP CREEK RD	3.44	12	Monthly	\$ -	\$ -
BAYWOOD AVE	1.00	12	Monthly	\$ -	\$ -
SOUTHWINDS	4.00	12	Monthly	\$ -	\$ -
NIXON LANE	1.00	12	Monthly	\$ -	\$ -
CANALVIEW BLVD	2.00	12	Monthly	\$ -	\$ -
SUGAR GROVE/SUGAR GROVE COURT	1.00	12	Monthly	\$ -	\$ -
BUSCHMAN PARK	5.40	12	Monthly	\$ -	\$ -
ORANGE BLVD	1.00	12	Monthly	\$ -	\$ -
SPRUCE CREEK RD @ ACORN LN	1.00	12	Monthly	\$ -	\$ -
FIRE STATION #4 (AIRPORT RD)	1.00	12	Monthly	\$ -	\$ -
COMMONWEALTH/WESTRIDGE	0.50	12	Monthly	\$ -	\$ -
NOVA ROAD POND #1 (2 PONDS)	0.50	12	Monthly	\$ -	\$ -
NOVA ROAD POND #2	5.00	12	Monthly	\$ -	\$ -
NOVA ROAD POND #3 (2 PONDS)	6.00	12	Monthly	\$ -	\$ -
NOVA ROAD POND #4	12.00	12	Monthly	\$ -	\$ -
NOVA ROAD POND #5	3.50	12	Monthly	\$ -	\$ -
HIDDEN VILLAGE	0.15	12	Monthly	\$ -	\$ -
COMMONWEALTH /FREDERICK	0.50	12	Monthly	\$ -	\$ -
RENEGADE LANE DITCH	0.30	12	Monthly	\$ -	\$ -
FARMBROOK RETENTION POND	0.70	12	Monthly	\$ -	\$ -
DEVON STREET RETENTION POND	0.33	12	Monthly	\$ -	\$ -
ALL CANAL SECTIONS COMBINED	28.00	12	Monthly	\$ -	\$ -
SOUTHPORT RETENTION	0.79	12	Monthly	\$ -	\$ -
SLEEPY HOLLOW RETENTION POND	1.75	12	Monthly	\$ -	\$ -
SUMMERTREES RD TETENTION POND	0.33	12	Monthly	\$ -	\$ -
AIRPORT ROAD RETENTION POND	0.95	12	Monthly	\$ -	\$ -
DUNLAWTON/SP CREEK RD FDOT POND (WEST SIDE OF SP CREEK RD)	0.20	12	Monthly	\$ -	\$ -
WEST BAYSHORE DR RETENTION POND	0.80	12	Monthly	\$ -	\$ -
CAUSEWAY FDOT POND	0.15	12	Monthly	\$ -	\$ -
CORACI SPRT COMPLEX POND #1	2.21	12	Monthly	\$ -	\$ -
CORACI SPRT COMPLEX POND #2	1.25	12	Monthly	\$ -	\$ -
CORACI SPRT COMPLEX DITCH	1280 feet	12	Monthly	\$ -	\$ -
GOLF COURSE LAKES (19 total)	20.00	24	Twice Monthly Each Lake	\$ -	\$ -
D-1 DITCH/GOLF COURSE	1050 feet	12	Monthly	\$ -	\$ -
RIVERWALK PARK (2 PONDS)	1.05	12	Monthly	\$ -	\$ -
COST PER ADDITIONAL .50 ACRE WORK -SEPARATE LINE ITEM	\$			TOTAL BASE BID	\$0.00
COST PER ADDITIONAL 1.0 ACRE WORK -SEPARATE LINE ITEM	\$				



NOTICE OF INTENT TO AWARD

ITB # 18-19

AQUATIC PLANT MANAGEMENT SERVICES

August 27, 2018

On August 24, 2018 Purchasing received eight (8) bid submittals for ITB # 18-19 Aquatic Plant Management Services. After review of the responses, City Staff has made a recommendation to award Applied Aquatic Management, Inc. of Eagle Lake, Florida in the amount of \$40,020.

The recommendation will be presented to City Council on September 19, 2018.

Joseph Castro
Buyer

FORM 7.2 – 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):

Aquatic Weed Control, Inc
NAME OF BUSINESS

6536 Pinecastle Blvd #A
MAILING ADDRESS

Chad Inscho
AUTHORIZED SIGNATURE

Orlando, FL 32809
CITY, STATE & ZIP CODE

Business Developer
NAME, TITLE, TYPED

407-709-9656 / 407-859-3295
TELEPHONE NUMBER / FAX NUMBER

59-3306218
FEDERAL IDENTIFICATION #

Cinscho@aquaticweedcontrol.net
E-MAIL ADDRESS

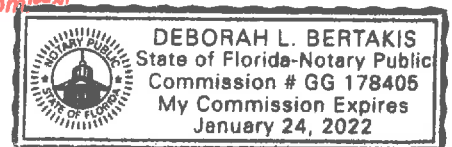
STATE OF Florida COUNTY OF Orange

The foregoing instrument was acknowledged before me this day of 15th August, 2018 by Chad Inscho, 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 completed and returned with your Submittal



FORM 7.3 – 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: 8-14 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."

Aquatic Weed Control, Inc
Name of Business

By: Chad Incho
Printed Chad Incho Name:

Title: Business Developer

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 15th day of August, 2018, by
Chad Incho as Business Developer of
(NAME) (TITLE)
and who:
(NAME OF ORGANIZATION)

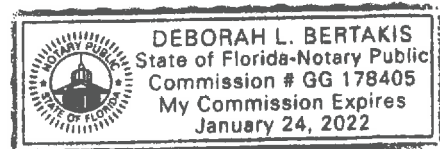
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Deborah L. Bertakis
Notary Public, State of FLORIDA
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – 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.

Aquatic Weed Control, Inc
Name of Business

By: Chad Inscho
Printed Name: Chad Inscho
Title: Business Developer

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 15th day of August, 2018 by
Chad Inscho, as Business Developer of
(NAME) (TITLE)

(NAME OF ORGANIZATION) and who:

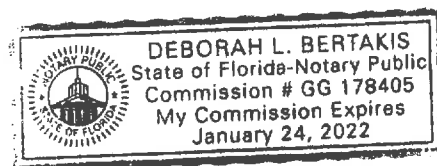
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Deborah L. Bertakis
Notary Public, State of FLORIDA
Printed, typed or stamped name, commission and expiration:



FORM 7.5 – 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 Chad Inscho, who, being by me firstduly sworn, made the following statement:

1. The business address of Aquatic Weed Control, Inc (name of Offeror or business) is 6536 Pinecastle Blvd. A Del. FL 32809.
2. My relationship to Aquatic Weed Control, Inc (name of Offeror or business) is Business Developer (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 nolocontendere.
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.)

Aquatic Weed Control, Inc
Name of Business

By: Chad Inscho
Printed Name: Chad Inscho
Title: Business Developer

STATE OF Florida
COUNTY OF Orange

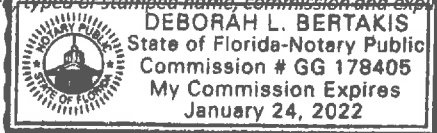
Sworn to (or affirmed) and subscribed before me this 15th day of August, 2018, by Chad Inscho, as Business Developer of _____ and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

DEBORAH L. BERTAKIS
Notary Public, State of FLORIDA
Printed, typed or stamped name, commission and expiration:

DEBORAH L. BERTAKIS
State of Florida-Notary Public
Commission # GG 178405
My Commission Expires
January 24, 2022

FORM 7.6 – 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: Aquatic Weed Control, Inc

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

PRINTED SIGNATURE: Chad Inscho

TITLE: Business Developer

ADDRESS: 6536 Pinecastle Blvd # A

CITY: Orlando STATE: FL ZIP CODE: 32809

TELEPHONE: 407-709-9650 / 407-859-3275 FAX:

COMPLETION TIME:

F.E.I.N. NUMBER: 59-3306218

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 7.7 – 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 7.7 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. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ Private
- O. Give bank reference: First Colony Bank
- 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 7.7 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.

Aquatic Weed Control, Inc
Name of Business

By: Chad Inscho
Printed Name: Chad Inscho
Title: Business Developer

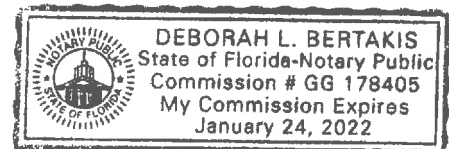
STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 15th day of August, 2018, by
Chad Inscho, as Business Developer
of _____ and who:

[Notary: Please select one]

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

Deborah L. Bertakis
Notary Public, State of FLORIDA
Printed, typed or stamped name, commission
and expiration:



This document must be completed and returned with your Submittal

SEE Attached

FORM 7.8 – 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: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.9 – 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): ITB 18-19BUSINESSNAME: Aquatic Weed Control, IncCONTACTPERSON/TITLE: Chad Inscho / Business DeveloperMAILINGADDRESS: 6536 Pinecastle Blvd. ACITY-STATE-ZIP: Orlando, FL 32809Length of Time at Address Provided: Approx. 13 yearsPhysical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of FloridaFEIN (Federal Employer Identification Number): 59-3306218BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify):PHONE NUMBER: 407-709-9650 FAX: 407-859-3275EMAIL: Cinscho@aquaticweedcontrol.net****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

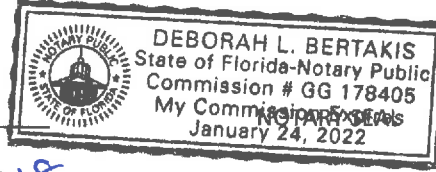
- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port 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 Chad Inscho who, after being sworn according to law, stated that he or she was authorized to represent Aquatic Weed Control and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

[Signature]



SIGNATURE OF NOTARY PUBLIC

THIS 15th DAY OF August, 2018

My Commission Expires: 01/24/22

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal



"ATTACHMENT 1" ITB 18-19 SCHEDULE OF UNIT PRICING BID FORM
CITY OF PORT ORANGE - AQUATIC PLANT MANAGEMENT SERVICES

ITB # 18-19

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.

Aquatic Weed Control, Inc.
Chad Insko
chadinscho@aquaticweedcontrol.net
AUTHORIZED SIGNATURE:

This document must be completed and returned with your Submittal

TREATMENT AREA	Approx Acreage	No. of annual visits	Treatment Schedule	Unit Cost	Annual Cost
AUTUMN TRAIL	1.15	10	No treatments Dec. or Feb.	\$ 75.00	\$ 750.00
CROSS CREEK/SECRET RIVER TRAIL	1.42	12	Monthly	\$ 75.00	\$ 900.00
HIDDEN LAKES/HIDDEN LAKES DRIVE	6.00	10	No treatments Dec. or Feb.	\$ 300.00	\$ 3,000.00
WILLOW RUN SUB./THOMASINA DR	0.15	10	No treatments Dec. or Feb.	\$ 75.00	\$ 750.00
WILLOW RUN SUB./TRACY DR	0.10	6	May, July, Sept, Nov, Jan, March	\$ 75.00	\$ 450.00
WILLOW RUN SUB./HARMS WAY	0.25	6	May, July, Sept, Nov, Jan, March	\$ 75.00	\$ 450.00
SOUTHERN OAKS/SQUIRREL NEST LANE	0.10	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 75.00	\$ 1,200.00
GATEWOOD/OAK FOREST CIRCLE	0.15	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 75.00	\$ 1,200.00
FOXBORO/MILES DRIVE	1.00	24	Twice monthly	\$ 75.00	\$ 1,800.00
DEEP FOREST & FOXBORO/SANDLEWOOD DR	1.20	24	Twice monthly	\$ 80.00	\$ 1,920.00
FOXBORO/CROWN LANE	0.50	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 75.00	\$ 1,200.00
THE SETTINGS/ALSTRUM DRIVE	0.40	12	Monthly	\$ 75.00	\$ 900.00
BENT OAKS/WHIPPOORWILL DR	0.20	12	Monthly	\$ 75.00	\$ 900.00
LONE OAK/LONE OAK DRIVE	3.00	12	Monthly	\$ 150.00	\$ 1,800.00
CENTRAL PARK/CENTRAL PARK BLVD.	3.50	12	Monthly	\$ 175.00	\$ 2,100.00
WINTER PARK/PELHAM DR	0.67	12	Monthly	\$ 75.00	\$ 900.00
FALCON CREST/CHAMPAGNE CIRCLE	0.40	12	Monthly	\$ 70.00	\$ 840.00
CITY HALL/CITY CENTER CIRCLE	3.00	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 180.00	\$ 2,880.00
AMBER VILLAGE/AMBER CIRCLE	0.10	6	May, July, Sept, Nov, Jan, March	\$ 75.00	\$ 450.00
FIRE STATION #5	0.60	12	Monthly	\$ 75.00	\$ 900.00
JACKSON STREET PARK	5.20	16	Monthly, 2x in June, Jul, Aug, Sept	\$ 300.00	\$ 4,800.00
FIRE STATION #2	0.30	12	Monthly	\$ 75.00	\$ 900.00
MONROE STREET	0.25	12	Monthly	\$ 75.00	\$ 900.00
LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINKED BY PIPE; DAGWOOD CIR, LOCUST AND FDOT POND ON SP CREEK RD	3.44	12	Monthly	\$ 200.00	\$ 2,400.00
BAYWOOD AVE	1.00	12	Monthly	\$ 75.00	\$ 900.00
SOUTHWINDS	4.00	12	Monthly	\$ 250.00	\$ 3,000.00
NIXON LANE	1.00	12	Monthly	\$ 75.00	\$ 900.00
CANALVIEW BLVD	2.00	12	Monthly	\$ 125.00	\$ 1,500.00
SUGAR GROVE/SUGAR GROVE COURT	1.00	12	Monthly	\$ 75.00	\$ 900.00
BUSCHMAN PARK	5.40	12	Monthly	\$ 300.00	\$ 3,600.00
ORANGE BLVD	1.00	12	Monthly	\$ 75.00	\$ 900.00
SPRUCE CREEK RD @ ACORN LN	1.00	12	Monthly	\$ 75.00	\$ 900.00
FIRE STATION #4 (AIRPORT RD)	1.00	12	Monthly	\$ 75.00	\$ 900.00
COMMONWEALTH/WESTRIDGE	0.50	12	Monthly	\$ 75.00	\$ 900.00
NOVA ROAD POND #1 (2 PONDS)	0.50	12	Monthly	\$ 75.00	\$ 900.00
NOVA ROAD POND #2	5.00	12	Monthly	\$ 250.00	\$ 3,000.00
NOVA ROAD POND #3 (2 PONDS)	6.00	12	Monthly	\$ 350.00	\$ 4,200.00
NOVA ROAD POND #4	12.00	12	Monthly	\$ 600.00	\$ 7,200.00
NOVA ROAD POND #5	3.50	12	Monthly	\$ 200.00	\$ 2,400.00
HIDDEN VILLAGE	0.15	12	Monthly	\$ 80.00	\$ 960.00
COMMONWEALTH/FREDERICK	0.50	12	Monthly	\$ 80.00	\$ 960.00
RENEGADE LANE DITCH	0.30	12	Monthly	\$ 80.00	\$ 960.00
FARMBROOK RETENTION POND	0.70	12	Monthly	\$ 80.00	\$ 960.00
DEVON STREET RETENTION POND	0.33	12	Monthly	\$ 80.00	\$ 960.00
ALL CANAL SECTIONS COMBINED	28.00	12	Monthly	\$ 3,500.00	\$ 42,000.00
SOUTHPORT RETENTION	0.79	12	Monthly	\$ 80.00	\$ 960.00
SLEEPY HOLLOW RETENTION POND	1.75	12	Monthly	\$ 125.00	\$ 1,500.00
SUMMERTREES RD RETENTION POND	0.33	12	Monthly	\$ 80.00	\$ 960.00
AIRPORT ROAD RETENTION POND	0.95	12	Monthly	\$ 100.00	\$ 1,200.00
DUNLAWTON/SP CREEK RD FDOT POND (WEST SIDE OF SP CREEK RD)	0.20	12	Monthly	\$ 80.00	\$ 960.00
WEST BAYSHORE DR RETENTION POND	0.80	12	Monthly	\$ 80.00	\$ 960.00
CAUSEWAY FDOT POND	0.15	12	Monthly	\$ 75.00	\$ 900.00
CORACI SPRT COMPLEX POND #1	2.21	12	Monthly	\$ 150.00	\$ 1,800.00
CORACI SPRT COMPLEX POND #2	1.25	12	Monthly	\$ 125.00	\$ 1,500.00
CORACI SPRT COMPLEX DITCH	1280 feet	12	Monthly	\$ 150.00	\$ 1,800.00
GOLF COURSE LAKES (19 total)	20.00	24	Twice Monthly Each Lake	\$ 1,595.00	\$ 38,280.00
D-1 DITCH/GOLF COURSE	1050 feet	12	Monthly	\$ 135.00	\$ 1,620.00
RIVERWALK PARK (2 PONDS)	1.05	12	Monthly	\$ 200.00	\$ 2,400.00
COST PER ADDITIONAL .50 ACRE WORK -SEPARATE LINE ITEM	50				
COST PER ADDITIONAL 1.0 ACRE WORK -SEPARATE LINE ITEM	75				
				TOTAL BASE BID	\$168,030.00



AQUATIC WEED CONTROL, INC.

Resource/Equipment List

Year, Make and Model

- 2007 Nissan Frontier 4x4 vin#1n6ado6w37c422614- w/rigs & 100 gal Tank
- 2007 Nissan Frontier 4x4 vin#1n6ado6w87c439800- w/rigs & 100 gal Tank
- 2007 Nissan Frontier 4x4 vin#1n6ado6w37c440109
- 2007 Nissan Frontier 4x4 vin#1n6ado6w77c441232
- 2010 Nissan cab 4x4 vin#1n6adocwoac417155- w/rigs & 100 gal Tank
- 2011 Nissan Frontier 4x4 vin#1n6adoev8bc414347- w/rigs & 100 gal Tank
- 2015 Nissan Frontier 4x4 vin#5tftk5215sx002154
- (1) 2004 Alumitech Airboat with a 454 with mounted spray rig
- (6) Carolina Skiff Spray Boats 12'-14' with 100 gal tanks & spray rigs /300' hose with the shallow draft out board motors.
- (1) Carolina Skiff Hauling Boat 19'
- (3) Polaris Ranger 4x4 with 100 gal tanks & spray rigs /300' hose
- (1) Polaris Ranger 4x4 (4 wheeler) with 100 gal tanks & spray rigs /300' hose
- (1) Polaris Ranger 6x6 with 100 gal tanks & spray rigs /300' hose
- (5) Kawasaki Mules 4x4 with 100 gal tanks & spray rigs /300' hose
- (8) Utility Trailers to tow boats and all terrain vehicles. Two of each to be allocated to Lot A and Lot B
- (15+) Backpack Sprayers
- (1) Digital Sonar Hawk Hand Held Sonar System
- (3+) Trucks mounted spray rigs with 100 gal tanks & spray rigs /300' hose
- Will purchase or rent a 200 gallon trailer mounted spray rig w /hose if needed.
- Additionally will Purchase Dissolved Oxygen Meters if needed.

All boats, mules, polaris are equipped with gas powered spray systems.

Facilities address: 6536 Pinecastle Blvd Suite A Orlando, Fl 32809

References for similar work

Laureate Park

12051 Corporate Blvd
Orlando, Florida 32817
Brad Reed
Phone 407-382-3256

On going lake management for various waterways, throughout the Community of Lake Nona. Work is performed by a combination of sprayboats and Kawasaki Spray Mules.

Hunters Creek Community Association

14101 Town Loop Blvd
Orlando, Florida 32837
Roy Figg
Phone 407-240-0162

Service is ongoing and has been provided for the past 10 years.

Ongoing lake management for over 100 waterways throughout a large development and golf course community. Work is performed by a combination of Spray boats and Kawasaki Spray Mules.

Orange County Facilities

1944 E. Michigan Street
Orlando, Florida 32806
Bill Hewitt
407-836-7475

Service is from April 2016 thru present until contract expired.

Lake management for over 30 waterways throughout Orange County. Work was performed by a combination of Spray boats and Kawasaki Spray Mules.

In addition to those mentioned above, we successfully provided the Aquatic Weed Control maintenance work for the City of Melbourne and the Melbourne Airport from 1998 – 2000. When the contract expired in 2000 and went out for bid, we were not the lowest bidder and lost the contract.

Scott Randolph, Tax Collector**Local Business Tax Receipt****Orange County, Florida**

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2017 EXPIRES 9/30/2018 3100-0506882
3100 AQUATIC WEED SPRAYI \$50.00 25 EMPLOYEE

TOTAL TAX \$50.00
REGULATED WASTE \$50.00
PREVIOUSLY PAID \$100.00
TOTAL DUE \$0.00

INMAN ERIC J

AQUATIC WEED CONTROL INC
INMAN ERIC J
P O BOX 593258
ORLANDO FL 32859-3258

6536 PINECASTLE BLVD #A
U - ORLANDO, 32809

PAID: \$100.00 0099-00801601 8/30/2017

Scott Randolph, Tax Collector**Local Business Tax Receipt****Orange County, Florida**

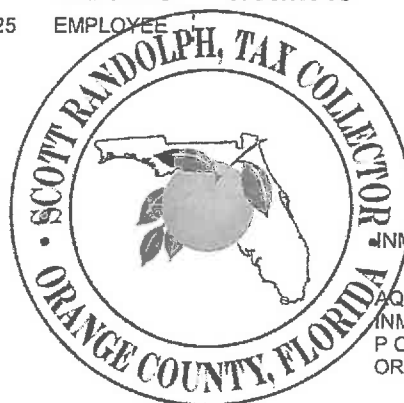
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3100 AQUATIC WEED SPRAYI \$50.00 25 EMPLOYEE

TOTAL TAX \$50.00
REGULATED WASTE \$50.00
PREVIOUSLY PAID \$100.00
TOTAL DUE \$0.00

6536 PINECASTLE BLVD #A
U - ORLANDO, 32809

PAID: \$100.00 0099-00801601 8/30/2017



INMAN ERIC J

AQUATIC WEED CONTROL INC
INMAN ERIC J
P O BOX 593258
ORLANDO FL 32859-3258

This receipt is official when validated by the Tax Collector.

Certificate of Compliance

Aquatic Weed Control, Inc.

HAS SUCCESSFULLY IMPLEMENTED A FULLY COMPLYING

DRUG-FREE WORKPLACE

meeting standards established by the State of Florida for the maintenance of comprehensive drug abuse and alcohol misuse deterrence, education, training and assistance programs which comply with applicable Federal and State laws, including Florida Statutes, Chapter 440 Workers' Compensation, Section 440.101 - .102 and Chapter 59A-24 Drug-Free Workplace Standards. Compliance may be verified by contacting Alcohol & Substance Abuse Prevention Programs, Inc. at (800) 329-6334.

March - 2019

CERTIFIED THROUGH



Alcohol & Substance Abuse Prevention Programs
USCIS Office Plaza • 5635 Hoover Blvd. • Tampa, FL 33634

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor's Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Statement of Vendor's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Vendor Equipment List
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flashdrive) version in PDF format.

Airboat Addicts, Inc
1508 Altman Rd
Wauchula, FL 33873

[Remainder of this page left intentionally blank]

FORM 7.2 – 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, 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):

AirBeat Addictz, Inc

NAME OF BUSINESS

1508 Atlantic Rd.

MAILING ADDRESS

B. Waters

AUTHORIZED SIGNATURE

Waters FL 33873

CITY, STATE & ZIP CODE

Bryan O. Waters VP

NAME, TITLE, TYPED

863-781-3886 863-767-1445

TELEPHONE NUMBER / FAX NUMBER

46-2089256

FEDERAL IDENTIFICATION #

byron@airbeataddictz.com

E-MAIL ADDRESS

STATE OF FL

COUNTY OF Hardee

The foregoing instrument was acknowledged before me this day of 9th Aug., 2018 by Byron Waters, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 12-27-20

Michelle Sconyers

Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – 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."

AirBor-A Addict, Inc
Name of Business

By: B. K. Paul
Printed Bryan A. Paul Name:
Title: VP

STATE OF FL
COUNTY OF Hardee

Sworn to (or affirmed) and subscribed before me this 09 day of August, 2018, by
AirBor-A Addict, Inc, as VP of
(NAME OF ORGANIZATION) (TITLE) and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Michelle Sconyers
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – 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: Pinellas Addict's Inc
By: A. K. Kelly
Printed Name: Stephen P. Kater
Title: _____

STATE OF FL
COUNTY OF HAND
Sworn to (or affirmed) and subscribed before me this 9th day of August, 2018, by
Stephen P. Kater as _____ of _____
(NAME) (TITLE)
Pinellas Addict's Inc and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ I am personally known to me; or

☐ has produced _____ as identification.

Michelle Sconyers
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.5 – 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 Dennis M. B. B. B. who, being by me first duly sworn, made the following statement:

1. The business address of Airpost Adverts Inc 1501 Airman Rd NW Atlanta, GA 30323 (name of Offeror or business) is
2. My relationship to Airpost Adverts Inc (name of Offeror or business) is owner (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.)

Airpost Adverts Inc
Name of Business

By: D. B. B. B.
Printed Name: Dennis M. B. B.
Title: _____

STATE OF FL
COUNTY OF HANDS

Sworn to (or affirmed) and subscribed before me this 9th day of August, 2018, by Dennis M. B. B. as owner of Airpost Adverts Inc and who:

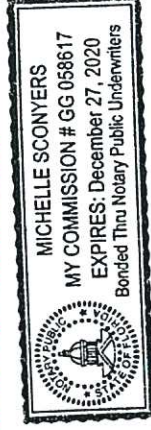
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Michelle Sconyers
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.6 – 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: AmBost Add-ITS Inc

SIGNED BY: B. GATLEY

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

PRINTED SIGNATURE: Drew D. GATLEY

TITLE: VP

ADDRESS: 1502 Althaus Rd Macclura

CITY: FL STATE: FL ZIP CODE: 33873

TELEPHONE: 863-388-7811 FAX: 863-767-1445

COMPLETION TIME: PM

F.E.I.N. NUMBER: 46-2089256

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): H/A

This document must be completed and returned with your Submittal

FORM 7.7 – 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 7.7 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. *Aieboat Addicts, Inc*
- B. Permanent main office address. *153 Atlantic Rd Moulton, FL 33873*
- C. Date organized. *Jan 2011*
- D. If a corporation, where incorporated. *FL*
- E. How many years have you been engaged in the contracting business under your present firm or trade name? *7*
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) *SEE ATTACHED*
- G. General character of work performed by your company. *Vegetarian Agent / Herb Doctor / APP Aquatic Niche Center*
- H. Have you ever failed to complete any work awarded to you? If so, where and why? *No*
- I. Have you ever defaulted on a contract? If so, where and why? *No*
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. *SEE ATTACHED (q list) (No list)*
- K. List your major equipment currently owned or leased. *SEE ATTACHED (No list)*
- L. Experience in work similar to this type of project. *SEE ATTACHED (No list)*
- M. Background and experience of the principal members of your organization, including the officers. *SEE ATTACHED (No list)*
- N. Credit currently available: \$ *50,000.00*
- O. Give bank reference: *Moulton State Bank - Patty Harrison 888-767-5010*
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? *YES - WE HAVE A CPA*

This document must be completed and returned with your Submittal

FORM 7.8 – 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: FL Dept of Transportation - District 2
Contact Person: Michael Permyer
City, State: G. Augustine, FL
Telephone Number: 386-623-1842
Email Address: Michael.Perry@FLDOT.STATE.FL.US
Description of goods or Services provided: Her District Strip Application & Aquatic Weed Control in Ponds
Contract Amount: \$5,651.00
Start/End Date of Contract: 2nd Year in Progress
2. Company Name: Desoto County Dams of CC
Contact Person: Robert Harnick
City, State: Arcadia, FL
Telephone Number: 863-244-2505
Email Address: R.Harnick@DESOTOCOUNTY.CO.FL
Description of goods or Services provided: Aquatic Weed Control in Canals/Water Ditches
Contract Amount: 100,000.00
Start/End Date of Contract: 2nd Year in Progress
3. Company Name: FL Dept of Transportation - District 6
Contact Person: David Eddie
City, State: Miami, FL
Telephone Number: 786-512-4073
Email Address: David.Eddie@FLDOT.STATE.FL.US
Description of goods or Services provided: Her District Strip Application & Aquatic Weed Control
Contract Amount: 100,000.00
Start/End Date of Contract: 2nd Year in Progress

This document must be completed and returned with your Submittal.

(Form 7.7 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.

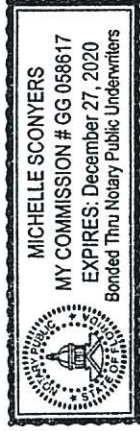
STATE OF FL
COUNTY OF HANDKE

Sworn to (or affirmed) and subscribed before me this 9th day of August, 2018 by
of Dylan Hickey Albert Addicks, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Michelle Sconyers
Notary Public, State of Florida
Printed, typed or stamped name, commission
and expiration:

Albert Addicks, Inc.
Name of Business
By: D. Hickey
Printed Name: Dan Hickey
Title: VP

This document must be completed and returned with your Submittal

FORM 7.9 – 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): _____

BUSINESSNAME: PinPoint Address

CONTACTPERSON/TITLE: Steve P. Dattas - VP

MAILINGADDRESS: 1108 Altman Rd

CITY-STATE-ZIP: DeLand, FL 32823

Length of Time at Address Provided: 3 1/2 yrs

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): 46-2089256

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: 863-781-3880 FAX: 863-767-1445

EMAIL: Dattas@PinPointAddress.com

****Please attach 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 Steve P. Dattas who, after being sworn according to law, stated that he or she was authorized to represent PinPoint Address and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Michelle Soonyers

SIGNATURE OF NOTARY PUBLIC
THIS 9th DAY OF August, 20 18

My Commission Expires: 12-27-2020

Michelle Soonyers 8-9-18

SIGNATURE OF AFFIANT

David R. Luster VP

PRINTED NAME OF AFFIANT/TITLE
David R. Luster VP

COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal



"ATTACHMENT 1" ITB 18-19 SCHEDULE OF UNIT PRICING BID FORM
CITY OF PORT ORANGE - AQUATIC PLANT MANAGEMENT SERVICES

ITB # 18-19

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: Airboat Addicts, Inc

CONTACT PERSON: Byron D Waters

EMAIL ADDRESS: byron@airboataddicts.com

AUTHORIZED SIGNATURE:

B. Waters

This document must be completed and returned with your Submittal

TREATMENT AREA	Approx Acreage	No. of annual visits	Treatment Schedule	Unit Cost	Annual Cost
AUTUMN TRAIL	1.15	10	No treatments Dec. or Feb.	\$ 57.50	\$ 575.00
CROSS CREEK/SECRET RIVER TRAIL	1.42	12	Monthly	\$ 71.00	\$ 852.00
HIDDEN LAKES/HIDDEN LAKES DRIVE	6.00	10	No treatments Dec. or Feb.	\$ 300.00	\$ 3,000.00
WILLOW RUN SUB/THOMASINA DR	0.15	10	No treatments Dec. or Feb.	\$ 55.00	\$ 550.00
WILLOW RUN SUB/TRACY DR	0.10	6	May, July, Sept, Nov, Jan, March	\$ 55.00	\$ 330.00
WILLOW RUN SUB/HARMS WAY	0.25	6	May, July, Sept, Nov, Jan, March	\$ 55.00	\$ 330.00
SOUTHERN OAKS/SQUIRREL NEST LANE	0.10	16	Monthly, 2x in June, Jul, Aug, Sept	\$ 55.00	\$ 880.00
GATEWOOD/OAK FOREST CIRCLE	0.15	16	Monthly, 2x in June, Jul, Aug, Sept	\$ 55.00	\$ 880.00
FOXBOROMILES DRIVE	1.00	24	Twice monthly	\$ 50.00	\$ 1,200.00
DEEP FOREST & FOXBORO/SANDLEWOOD DR	1.20	24	Twice monthly	\$ 55.00	\$ 1,320.00
FOXBORO/CROWN LANE	0.50	16	Monthly, 2x in June, Jul, Aug, Sept	\$ 55.00	\$ 880.00
THE SETTINGS/SALSTRUM DRIVE	0.40	12	Monthly	\$ 55.00	\$ 660.00
BENT OAKS/WHIPPOORWILL DR	0.20	12	Monthly	\$ 55.00	\$ 660.00
LONE OAK/LONE OAK DRIVE	3.00	12	Monthly	\$ 150.00	\$ 1,800.00
CENTRAL PARK/CENTRAL PARK BLVD.	3.50	12	Monthly	\$ 175.00	\$ 2,100.00
WINTER PARK/PELHAM DR	0.67	12	Monthly	\$ 55.00	\$ 660.00
FALCON CREST/CHAMPAGNE CIRCLE	0.40	12	Monthly	\$ 55.00	\$ 660.00
CITY HALL/CITY CENTER CIRCLE	3.00	16	Monthly, 2x in June, Jul, Aug, Sept	\$ 150.00	\$ 2,400.00
AMBER VILLAGE/AMBER CIRCLE	0.10	6	May, July, Sept, Nov, Jan, March	\$ 55.00	\$ 330.00
FIRE STATION #5	0.60	12	Monthly	\$ 55.00	\$ 660.00
JACKSON STREET PARK	5.20	16	Monthly, 2x in June, Jul, Aug, Sept	\$ 260.00	\$ 4,160.00
FIRE STATION #2	0.30	12	Monthly	\$ 45.00	\$ 540.00
MONROE STREET	0.25	12	Monthly	\$ 45.00	\$ 540.00
LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINKED BY PIPE, DAGWOOD CIR, LOCUST AND FOOT POND ON SP CREEK RD	3.44	12	Monthly	\$ 170.00	\$ 2,040.00
BAYWOOD AVE	1.00	12	Monthly	\$ 50.00	\$ 600.00
SOUTHWINDS	4.00	12	Monthly	\$ 200.00	\$ 2,400.00
NIXON LANE	1.00	12	Monthly	\$ 50.00	\$ 600.00
CANALVIEW BLVD	2.00	12	Monthly	\$ 100.00	\$ 1,200.00
SUGAR GROVES/SUGAR GROVE COURT	1.00	12	Monthly	\$ 50.00	\$ 600.00
BUSCHMAN PARK	5.40	12	Monthly	\$ 270.00	\$ 3,240.00
ORANGE BLVD	1.00	12	Monthly	\$ 50.00	\$ 600.00
SPRUCE CREEK RD @ ACORN LN	1.00	12	Monthly	\$ 50.00	\$ 600.00
FIRE STATION #4 (AIRPORT RD)	1.00	12	Monthly	\$ 50.00	\$ 600.00
COMMONWEALTH/WESTRIDGE	0.50	12	Monthly	\$ 50.00	\$ 600.00
NOVA ROAD POND #1 (2 PONDS)	0.50	12	Monthly	\$ 50.00	\$ 600.00
NOVA ROAD POND #2	5.00	12	Monthly	\$ 250.00	\$ 3,000.00
NOVA ROAD POND #3 (2 PONDS)	6.00	12	Monthly	\$ 300.00	\$ 3,600.00
NOVA ROAD POND #4	12.00	12	Monthly	\$ 600.00	\$ 7,200.00
NOVA ROAD POND #5	3.50	12	Monthly	\$ 175.00	\$ 2,100.00
HIDDEN VILLAGE	0.15	12	Monthly	\$ 45.00	\$ 540.00
COMMONWEALTH/FREDERICK	0.50	12	Monthly	\$ 45.00	\$ 540.00
RENEGADE LANE DITCH	0.30	12	Monthly	\$ 45.00	\$ 540.00
FARMBROOK RETENTION POND	0.70	12	Monthly	\$ 52.00	\$ 624.00
DEVON STREET RETENTION POND	0.33	12	Monthly	\$ 45.00	\$ 540.00
ALL CANAL SECTIONS COMBINED	28.00	12	Monthly	\$ 798.00	\$ 9,576.00
SOUTHPORT RETENTION	0.79	12	Monthly	\$ 55.00	\$ 660.00
SLEEPY HOLLOW RETENTION POND	1.75	12	Monthly	\$ 87.50	\$ 1,050.00
SUMMERTREES RD TETENTION POND	0.33	12	Monthly	\$ 45.00	\$ 540.00
AIRPORT ROAD RETENTION POND	0.95	12	Monthly	\$ 50.00	\$ 600.00
DUNLAWTON/SP CREEK RD FOOT POND (WEST SIDE OF SP CREEK RD)	0.20	12	Monthly	\$ 28.50	\$ 342.00
WEST BAYSHORE DR RETENTION POND	0.80	12	Monthly	\$ 50.00	\$ 600.00
CAUSEWAY FOOT POND	0.15	12	Monthly	\$ 45.00	\$ 540.00
CORACI SPRT COMPLEX POND #1	2.21	12	Monthly	\$ 110.50	\$ 1,326.00
CORACI SPRT COMPLEX POND #2	1.25	12	Monthly	\$ 110.00	\$ 1,320.00
CORACI SPRT COMPLEX DITCH	1280 feet	12	Monthly	\$ 328.00	\$ 3,936.00
GOLF COURSE LAKES (19 total)	20.00	24	Twice Monthly Each Lake	\$ 570.00	\$ 13,680.00
D-1 DITCH/GOLF COURSE	1850 feet	12	Monthly	\$ 228.00	\$ 2,736.00
RIVERWALK PARK (2 PONDS)	1.05	12	Monthly	\$ 55.00	\$ 660.00
COST PER ADDITIONAL .50 ACRE WORK - SEPARATE LINE ITEM	\$			TOTAL BASE BID	\$95,897.00
COST PER ADDITIONAL 1.0 ACRE WORK - SEPARATE LINE ITEM	\$				



OUR EQUIPMENT OWNED

1. (3) 2011 Chevrolet 2500 Crew Cab 4x4 diesel
2. (4) 2007 Chevrolet 2500 HD 4x4 single cab diesel (Equipped with 100 gallon Chemical Container Aquatic Weed Spray System & 300' hose reel)
3. (2) 2003 Ford Ranger King Cab 4x4 Long Box (Equipped with 125 gallon Aquatic Weed Control Spray System & 300' hose reel)
4. (4) 2016 Dodge Ram 2500 Diesel Crew Cab 4x4 (Equipped with 300 gallon Roadside/Highway Spray System with a Gregson/Clark Roadside Boom System with in cab controls)
5. (4) 2017 Toyota XP Crew Cab 4x4 (Equipped with a 50 gallon Aquatic Weed Control Spray System and 300' hose reel)
6. 24' Pace American enclosed landscape trailer
7. 40' Anderson Work Horse gooseneck trailer with ramps
8. 16' Anderson open landscape Trailer
9. 26' Express enclosed cargo trailer
10. 24' Patriot enclosed cargo trailer
11. 2007 Kubota ZD 321 diesel Z-Trak mower with 54" cut
12. 2008 Kubota ZD 331 diesel Z-Trak mower with 60" cut
13. 2005 John Deer Gator with a Chemical Container 55 gallon Aquatic Spray System
14. (6) 2016 Polaris Ranger Crew Cab 4x4 (Equipped with a 35 gallon Aquatic Weed Control Spray System)
15. (4) 14 foot Predator Airboat with 100 gallon Aquatic Weed Control Spray System & Hydrilla Underwater Treatment Boom Systems

16. (2) J-14 14' Polar Skiff's with 20H Yamaha 4 Stroke engines and Aquatic Spray System's installed in both boats
17. (2) Homemade Swamp Buggy with open deck and 500 gallon aquatic spray system with a Hypro D30 Pump
18. 1675 gallon pull behind nurse tank with Hypro Pump
19. (3) 125 gallon Chemical Container Aquatic Weed spray system x (6 Units) 350' Hose Reels & D30 Hypro Pumps
20. (2) 2016 Ford F-350 Dually Flatbed 4x4 Trucks equipped with 500 Gallon Tanks with D35 Hypro Aquatic Spray Pumps to deliver 10.5 gallons of spray per min
21. 50 gallon Aquatic Weed Control Spray System with a D-30 Hypro Pump and & 300' hose reel with 300' of hose and a JD Hudson Spray Gun (for ATV/Side by Side)
22. 50 gallon Aquatic Weed Control Spray System with a D-30 Hypro Pump and & 300' hose reel with 300' of hose and a JD Hudson Spray Gun (For ATV/Side by Side)
23. 125 gallon Aquatic Weed Control Spray System with a Kappa/Udor 25 Pump and & 300' hose reel with 300' of hose and a JD Hudson Spray Gun (For Truck)
24. 155 gallon Aquatic Weed Control Spray System with a D-30 Hypro Pump and & 300' hose reel with 300' of hose and a JD Hudson Spray Gun (For Truck)
25. 50 gallon Aquatic Weed Control Spray System (Airboat System) with a D-30 Hypro Pump and & 60' hose reel with 300' of hose and a JD Hudson Spray Gun (In the Combee 12.5' Airboat)
26. 50 gallon Aquatic Weed Control Spray System (Airboat System) with a D-30 Hypro Pump and & 60' hose reel with 300' of hose and a JD Hudson Spray Gun (In the 14' Predator Airboat)
27. 50 gallon Aquatic Weed Control Spray System (Airboat System) with a D-30 Hypro Pump and & 60' hose reel with 300' of hose and a JD Hudson Spray Gun (In the 16' Daimondback Airboat) Equipped with a Hydrilla Underwater Time Release Spray System for the treatment of submerged vegetation in Ponds/Lakes
28. 300 gallon pull behind (Highway Use) Spray System equipped with a Kappa/Udor 25 Pump with a 60' spray reel with hose and a JD Hudson Spray Gun
29. Brand New just bought last week a Gregson/Clarke Roadside Truck Spray Boom equipped with a T-Jet System and inside cab control box
30. (8) 2017 John Deere 4x4 100 HP Tractors with (6) John Deere 15' Batwing Mowers and (2) John Deere Pull Behind 10' Mowers

All aquatic spray equipment has been purchased at or built!

Chemical Containers, Inc @ 1-800-346-7867

See them on the web @ <http://www.chemicalcontainers.com/>

All of our equipment is new and very up to date. We continuously rotate our equipment out and replace with new. We have found this concept to be very productive, cost efficient and provides our customers with a cleaner cut on their properties and therefore reduces all types of complaints.

We have three (2) locations to serve you as follows,

1. Operations: 1508 Altman Road Wauchula, Florida 33873 (Main Office)
2. Additional Shop/Barn: 5876 Rich Road Bowling Green, Florida 33834 (150 Acres)

Revised: 06/28/2018 BW

Airboat Addicts, Inc DBA Airboat Addicts Aquatics

1508 Altman Road Wauchula, Florida 33873 (864) 781-3886

airboataddicts@airboataddicts.com



Active Contracts in Progress

1. Florida Department of Transportation District 1 Contract# E1R19: Herbicide Strip Application (1 Year Contract) Contract amount is \$24,492.00
2. Florida Department of Transportation District 2 Contract# E2W79-RO: Herbicide Strip Application (3 Year Contract) Contract amount is \$45,477.55 just renewed to R1
3. Florida Department of Transportation District 2 Contract E6W62-RO: Herbicide Strip Application (3 Year Contract) Contract amount is \$17,901.85 Just renewed to R1
4. Florida Department of Transportation District 6 Contract# E6L36-RO: Herbicide Strip Application (3 Year Contract) Contract amount is \$100,000.00 Just renewed to R1
5. Florida Department of Transportation District 6 Contract E6L41-RO: Herbicide Strip Application (3 Year Contract) Contract amount is \$80,212.50 Just renewed to R1
6. Orange County Board of County Commissioners-Storm water/MSBU Retention Ponds Aquatic Weed Control (3 Year Contract) Contract amount is \$246,040.20 Just renewed 2nd Year
7. Orange County Board of County Commissioners-Road & Bridge Secondary Canals & Ditches Aquatic Weed Control (3 Year Contract) Contract amount is \$96,000.00. Just renewed the 1st Year
8. Desoto County Board of County Commissioners-Road & Bridge Aquatic Weed Control of Canals & Ditches Countywide. Contract Amount is \$25,022.36 (3 Year Contract) just renewed the 1st Year
9. Charlotte County Board of County Commissioners-Road & Bridge Herbicide Contract for Roads/Highways (3 Year Contract) Contract amount is \$21,752.55. Just renewed the 1st Year

Airboat Addicts, Inc DBA Airboat Addicts Aquatics

1508 Altman Road Wauchula, Florida 33873 (864) 781-3886
airboataddicts@airboataddicts.com

References

1. Florida Department of Transportation District 2 Contract# E2W79-RO: Contact Michael Pennington @ 904-254-9727 or Michael.pennington@dot.state.fl.us
2. Florida Department of Transportation District 6 Contract# E6L36-RO: Contact Tim (David) Eddie @ 786-512-4073 or david.eddie@dot.state.fl.us
3. Desoto County Board of County Commissioners-Road & Bridge: Contact Robert Hamrick @ 863-990-2971 or r.hamrick@desotobocc.com

Byron D Waters

■ 1508 Altman Road Wauchula, FL 33873 ■ 863-781-3886 Cell
■ byron@airboataddicts.com Office (863) 767-8888 Fax: (863) 767-1445

OBJECTIVE

Perform my duties in a manner that will optimize my organizations day-to-day operations and improve the organizations moral to achieve its mission and goals and result in outstanding community & management support and public trust.

PROFESSIONAL PROFILE

Law Enforcement:

- 14 years law enforcement experience
- 20 plus years management & leadership experience
- 8 plus years supervisory experience within a Multi-jurisdictional Drug Task Force
- 8 plus years full time Certified SWAT Team Operator
- 5 plus years Florida Certified Narcotic K-9 Handler
- 8 plus years Protective Security/Personal Protection Experience in conjunction with Sworn Law Enforcement Experience

Aquatics:

- Motivational leader with sound judgment, integrity and ingenuity
- Decisive Manager able to apply long-range agency objectives to situational choices
- Aquatic Weed Control Professional since 2004
- Licensed in Aquatics with the State of Florida since 2004
- Streamlined and improved terrestrial and aquatic weed control
- Versed in Littoral Shelf Zones for Stormwater Pond Management
- Control of aquatic vegetation and algae at established Airboat Addicts Contracts
- Supervise water testing, pond stocking fish, working on fountains and aerators, and other pond and lake services

EMPLOYMENT

Airboat Addicts, Inc DBA Airboat Addicts Aquatics Wauchula, Florida	2011 – Present
• Estimate & prepare RFP, ITB's IFB's & quotes • Manage up to 25 plus employees (Includes Part Time) • Manage company State of Florida Pest Control Licensing program for company certified Spray Technicians • Manage in progress active contracts with governmental agencies • Licensed Commercial Pest Control holder by the State of Florida; Department of Agricultural & Consumer Services in Aquatic Weed Control, Natural Areas Weed Management & Right-of-Way	

Waters Brothers Environmental, Inc

Wauchula, Florida (Silent partner while employed in Law Enf)

- Develop business strategic plan & long range goals
 - Develop internal communications within their areas of responsibility
- 2004 -2011

- Manage corporate financing & budget preparation (\$1,000,000 plus Annually)
- Communicate with employees, contract administrators & government personnel
- Review plans and specifications on awarded projects/contracts
- Operations Supervisor on awarded contracts and chain of command supervisor for line Supervisor's in the field

DESOTO COUNTY SHERIFF'S OFFICE

Arcadia, Florida

Deputy Sheriff K-9, Uniform Road Patrol

2008 – 2009

- Investigate street level criminal activities to include, narcotic sales and drug use, gambling & prostitution activities and perform covert, long term narcotic investigations
- Conduct field training for new recruits
- Perform investigations of complex criminal activity, involving witness interviews, surveillance, evidence collection and preservation, record-keeping, and preparation of case packets for submission to department administrators and state attorney's office
- Full time active member of the Sheriff's Office Tactical Unit (SWAT TEAM)
- K-9 Handler within the Sheriff's Office K-9 Unit

ARCADIA POLICE DEPARTMENT

Arcadia, Florida

Commander (Narcotics Unit and K-9 Team)

Supervisor of the ICE Unit (Inner-City Criminal Enforcement Unit)

2005 - 2008

- Investigate alleged criminal activity related to narcotics, street crimes, white collar crimes, fraud, gang activity, major crimes to include; conduct controlled narcotic purchases, robberies, persons crimes, crimes against children, manage confidential informants & supervise employees of the unit
- Current K-9 handler and State of Florida Certified (2005)
- Full time certified member of the Special Weapons & Tactics (SWAT) Team
- Draft & execute lawful search & arrest warrants, raid & tactical operational plans
- Team member & Team Leader of Protective Security Team during assignments on details in contract with HRT Training Corp in south Florida
- Personal Executive Protection to include Diplomat Protection, VIP Protection & Executive Protection

PROGRESSIVE CASUALTY INSURANCE COMPANY

Ft. Myers, Florida

Special Investigator III (Part time paid status 30 plus hours per week)

2005 - 2007

- Team member of the Florida Executive Protection Team for Progressive Corporate Executive Staff
- Selects and supervises outside protective services, contractors and in-house security
- Communicates investigative results to all necessary parties in corporate
- Effectively utilizes appropriate investigative tools (databases, etc) to verify information
- Conducts Examinations Under Oath (EUO's) throughout Florida
- Conducts covert operations to include surveillance & internal investigations
- Interviews witnesses, performs relevant field work necessary to investigate the claims
- Assigned region includes 15 Florida counties
- Conduct internal investigations

DESOTO COUNTY SHERIFF'S OFFICE

1997 – 2005

Arcadia, Florida

Detective, Major Crimes Unit

- Investigate street level criminal activities to include, narcotic sales and drug use, gambling & prostitution activities and perform covert, long term narcotic investigations
- Supervisor of the Sheriff's Office Street Crimes Unit for over 5 years combined with the Arcadia Police Department as a Multi-jurisdictional Drug Task Force
- Work closely with outside local, state and federal Law Enforcement agencies
- Member of the Tactical Operations Team (S.W.A.T.) respond to and extinguish situations involving violence and or criminal activity (Certified SWAT over 8 years)
- Perform investigations of complex criminal activity, involving witness interviews, surveillance, evidence collection and preservation, record-keeping, and preparation of case packets for submission to department administrators and state attorney's office
- Team member & Team Leader of Protective Security Team during assignments on details in contract with HRT Training Corp in south Florida, to include Diplomat, Executive and VIP Protection Services

WAUCHULA POLICE DEPARTMENT

1996 – 1997

Wauchula, Florida

Police Officer (Sworn)

- Assisted in State of Florida Law Enforcement Accreditation process
- Assisted in grant writing process
- Conducted investigations of complex criminal activity, including witness interviews, surveillance, evidence collection and preservation, record-keeping, and preparation of case packets for submission to department administrators and state attorney's office
- Responded to calls for service in an emergency nature for the citizens of the City of Wauchula
- Responded to and investigated vehicle accidents

HARDEE COUNTY SHERIFF'S OFFICE

1995 – 1995

Wauchula, Florida

Deputy Sheriff

- Conducted investigations of procurement/financial fraud complaints and complex criminal activity, including witness interviews, surveillance, evidence collection and preservation, record-keeping, and preparation of case packets for submission to department administrators and state attorney's office
- Perform the civil process of serving and delivering subpoenas, writ of replevin, evictions and lawsuit actions within Hardee County
- Aid and assist the Court Services Division of the Hardee County Sheriff's Office

WATERS BROTHERS FARMS

1988 – 1996

Bowling Green, Florida

General Manager of Field Operations

- Conducted recruitment, training, and employee/labor relations
- Administered compensation and retention programs
- Performed strategic planning and operations management for 5K-acre property
- Assisted with planning and administration for \$3M budget

- Supervised 30 employees, from field supervisors to laborers
- Handled employee complaints and internal affairs investigations
- Managed corporate assets and security
- Conducted public record searches and other investigations for loss prevention

EDUCATION

Bachelor of Science – Business Administration Saint Leo University – Saint Leo, Florida	2012
Associate of Science – Criminal Justice Technology Polk Community College – Winter Haven, Florida	2010

CERTIFICATIONS

- Basic Recruit Certificate, Law Enforcement Officer- State of Florida, Florida Department of Law Enforcement
- Legal Update Incentive Training- Office of State Attorney 12th Circuit
- Basic S.W.A.T. Training & Certification- High Risk Training, Inc.
- AR15 Thirty (30) Hour Police Rifle Course & Certification- Sarasota County Sheriff's Office
- Explosives, Booby Traps & Bomb Threat Management- Florida Department of Law Enforcement and Federal Law Enforcement Training Center Distributed Learning Pilot Project
- Advanced Taser M26 Certification- Taser International
- Clandestine Laboratory Investigations I- The Florida National Guard & St Pete College
- Conducting Complete Traffic Stops Workshop- U.S. Department of Transportation & The Charlotte County Sheriff's Office
- Methamphetamine Investigation Management Workshop- United States Department of Justice & The Center for Task Force Training
- Field Operations Guide (Emergency Management)- District 7 Local Emergency Planning Committee & The Desoto County Sheriff's Office
- In-Car Video User Training for DUI Enforcement and Prosecution- The Institute of Police Technology & Management (05/19/2003)
- The Slippery Slope to Destruction, Managing your Risk with Informants, Undercover, & Drug Investigations- United States Attorney's Office, Middle District of Florida
- Cannabis Indoor Grow Investigations- United States Department of Justice & the Drug Enforcement Administration
- DUI Standardized Field Sobriety Testing – Institute of Police Technology and Management
- Officer Survival Tactics – High Risk Training Inc.
- Advanced Report Writing and Review – Florida Department of Law Enforcement
- Haz-Mat Awareness Level Training – Office of the Sheriff, Desoto County, Florida
- Critical Deployment for Patrol Officers – High Risk Training Inc.
- Field Training Officer Program – Florida Department of Law Enforcement
- A.S.P. Expandable Baton – Office of the Sheriff, Desoto County, Florida

- O.C.A.T. Chemical Agent Spray – Office of the Sheriff, Desoto County, Florida
- Advanced Interview and Interrogation Techniques – Florida Department of Law Enforcement
- Advanced (Radar) Speed Measurement – Florida Department of Law Enforcement
- In-Car Video Requirements for DUI and Drug Enforcement and Prosecution – Institute of Police Technology and Management
- Crisis Intervention Techniques – Florida Department of Law Enforcement
- Officer Survival Considerations for Rural Areas (man-tracking and outdoor survival) – Florida Department of Law Enforcement
- Courtroom Presentation and Testimony – Office of the State Attorney in Desoto County, Florida
- Vehicle Searches – Florida Department of Law Enforcement and Federal Law Enforcement Training Center Distributed Learning Pilot Project
- High Risk/Felony Traffic Stops – Florida Department of Law Enforcement and Federal Law Enforcement Training Center Distributed Learning Pilot Project
- Casualty One Program @ Progressive Insurance Corporation
- Special Investigation Unit Interview & Examination Under Oath Course @ Progressive Insurance Corporation
- Highway Interdiction Course by the United States Drug Enforcement Administration
- State of Florida Adjuster License holder for all lines
- Fire & Arson Investigations-Progressive Insurance Corporation with State of Florida, State Fire Marshall Office, Tampa, Florida
- Recorded Statements & Interviews Progressive Insurance Corporation, Lakeland, Florida
- Commercial Vehicle Enforcement Training, State of Florida, Department of Transportation, Commercial Vehicle Enforcement (DOT), Avon Park, Florida
- 480 Hour K-9 Narcotic Certification Training Course; Manatee County Sheriff's Office

PROFESSIONAL AFFILIATIONS AND HONORS

- Safe Driver Awards – Florida Sheriff's Association (1999-2004)
- Florida Sheriff's Association
- Florida Nursery, Growers & Landscape Association
- Aquatic Plant Management Society
- Florida Weed Control Association
- Center for Aquatic & Invasive Plants

Licensing Held

- State of Florida commercial applicator license
- Endorsement's;
 - A. Aquatic Weed Control
 - B. Natural Areas Weed Management
 - C. Forest Pest Control
 - D. Ornamental & Turf Management
 - E. Right-of-Way Pest Control

Naomi A Waters

■ 1508 Altman Road Wauchula, FL 33873 ■ 863-445-0169 Cell
■ naomi@airboataddicts.com Office (863) 767-8888 Fax: (863) 767-1445

OBJECTIVE

Perform my duties in a manner that will optimize my organizations day-to-day operations and improve the organizations moral to achieve its mission and goals and result in outstanding community & management support and public trust.

PROFESSIONAL PROFILE

Aquatics:

- Motivational leader with sound judgment, integrity and ingenuity
- Decisive Manager able to apply long-range agency objectives to situational choices
- Aquatic Weed Control Professional since 2009
- Licensed in Aquatics with the State of Florida since 2017
- Streamlined and improved terrestrial and aquatic weed control
- Versed in Littoral Shelf Zones for Stormwater Pond Management
- Control of aquatic vegetation and algae at established Airboat Addicts Contracts
- Supervise water testing, pond stocking fish, working on fountains and aerators, and other pond and lake services

EMPLOYMENT

Airboat Addicts, Inc DBA Airboat Addicts Aquatics Wauchula, Florida	2011 – Present
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- Review & approve all RFP, ITB's & quotes prior to submission
- Manage the hiring and termination process of all employees
- Manage the day-to-day operation of Airboat Addicts, Inc
- Manage the finances and accounting of Airboat Addicts, Inc
- Licensed Commercial Pest Control holder by the State of Florida; Department of Agricultural & Consumer Services in Aquatic Weed Control

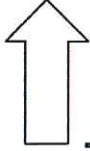
Florida Vegetation Management, Inc Bowling Green, Florida Assistant to Field Manager	2008 – 2010
---	-------------

- Conducted recruitment, training, and employee/labor relations
 - Administered compensation and retention programs
 - Performed strategic planning and operations management for 5K-acre property
 - Assisted with planning and administration for \$3M budget
 - Supervised 30 employees, from field supervisors to laborers
 - Handled employee complaints and internal affairs investigations
 - Managed corporate assets and security
 - Conducted public record searches and other investigations for loss prevention
-

Florida Department of Agriculture and Consumer Services

Pesticide Certification Office

This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.



Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM16988

WATERS, BYRON DEWEY
321 S 9TH AVE
WAUCHULA, FL 33873

Categories
5A, 21, 6

Issued: November 1, 2016

Expires: October 31, 2020

B. Waters

Adam H. Putnam

Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Licensed Pesticide Applicator Detail

Print

Close

Applicator's Name	City, State
WATERS, BYRON DEWEY	WAUCHULA, FL

License No.	License Status	License Type:
CM16988	Normal	Commercial RUP Applicator License

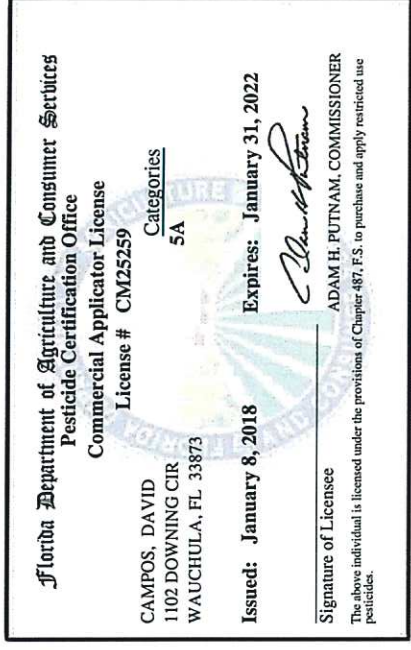
License Categories
Right-Of-Way Pest Control, Aquatic Pest Control, Natural Areas Weed Management

Original Issue Date	Last Issue Date	Expiration Date
10/28/2004	11/1/2016	10/31/2020

Company Name

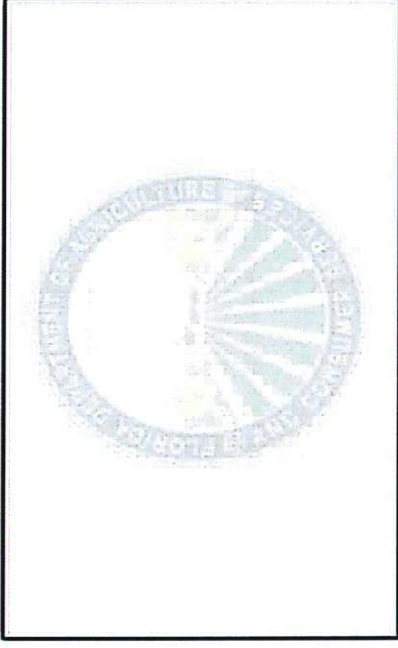
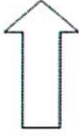
Agent Count: 0

This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.



To renew a pesticide applicator license, applicators must first become recertified. Recertification is accomplished by either retaking the certification exams or accumulating Continuing Education Units (CEUs). See Table 2 in the Pesticide Applicator Certification and Licensing in Florida handbook located at <http://pested.ifas.ufl.edu/pdfs/Pesticide-Applicator-Cert-Licensing.pdf> for information on Recertification.

The bottom two cards are for your Authorized Purchasing Agents (APAs). Please sign the card in the space provided and give to your APA to sign. APAs are authorized to purchase RUPs.



For questions, comments or concerns,
Contact us at:

Florida Department of Agriculture and
Consumer Services
Pesticide Certification Office
3125 Conner Blvd, Bldg 8
Tallahassee, FL 32399-1650

Phone: (850) 617-7870
Fax: (850) 617-7895

This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.



Florida Department of Agriculture and Consumer Services Pesticide Certification Office Commercial Applicator License	
License # CM24934 WATERS, MASON GATES 1508 ALTMAN ROAD WAUCHULA, FL 33873	Categories 5A
Issued: June 8, 2017 Expires: June 30, 2021	Signature of Licensee <i>Mason Gates</i> ADAM H. PUTNAM, COMMISSIONER
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.	

To renew a pesticide applicator license, applicators must first become recertified. Recertification is accomplished by either retaking the certification exams or accumulating Continuing Education Units (CEUs). See Table 2 in the Pesticide Applicator Certification and Licensing in Florida handbook located at <http://pested.ifas.ufl.edu/pdfs/Pesticide-Applicator-Cert-Licensing.pdf> for information on Recertification.

The bottom two cards are for your Authorized Purchasing Agents (APAs). Please sign the card in the space provided and give to your APA to sign. APAs are authorized to purchase RUPs.



Empty space for APAs to sign

For questions, comments or concerns,
Contact us at:

Florida Department of Agriculture and
Consumer Services
Pesticide Certification Office
3125 Conner Blvd, Bldg 8
Tallahassee, FL 32399-1650

Phone: (850) 617-7870
Fax: (850) 617-7895

Licensed Pesticide Applicator Detail

Print

Close

Applicator's Name		City, State
WATERS, MASON GATES		BOWLING GREEN, FL

License No.	License Status	License Type:
CM24934	Normal	Commercial RUP Applicator License

License Categories		
Aquatic Pest Control		

Original Issue Date	Last Issue Date	Expiration Date
6/8/2017	6/8/2017	6/30/2021

Company Name

Agent Count: 0

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM24935

WATERS, NAOMI ANN
1508 ALTMAN RD
WAUCHULA, FL 33873

Categories
5A

Issued: June 8, 2017

Expires: June 30, 2021


Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 187, F.S. to purchase and apply restricted use pesticides.

Licensed Pesticide Applicator Detail

Print

Close

Applicator's Name	City, State
WATERS, NAOMI ANN	WAUCHULA, FL

License No.	License Status	License Type:
CM24935	Normal	Commercial RUP Applicator License

License Categories
Aquatic Pest Control

Original Issue Date	Last Issue Date	Expiration Date
6/8/2017	6/8/2017	6/30/2021

Company Name

Agent Count: 0

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM25363

Categories

5A

HAM, MATTHEW SCOTT

646 CYPRESS ST

WAUCHULA, FL 33873

Issued: March 8, 2018

Expires: March 31, 2022

Signature of Licensee



ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM25257

MANCILLAS JR, ISMAEL
2249 US HWY 17 NORTH
WAUCHULA, FL 33873

Categories
5A

Issued: January 7, 2018

Expires: January 31, 2022

Signature of Licensee



ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

EDUCATION

Bachelor of Science – Business Administration 2012
Saint Leo University – Saint Leo, Florida

Associate of Science – Criminal Justice Technology 2010
Polk Community College – Winter Haven, Florida

CERTIFICATIONS

PROFESSIONAL AFFILIATIONS AND HONORS

- Florida Nursery, Growers & Landscape Association
- Aquatic Plant Management Society
- Florida Weed Control Association
- Center for Aquatic & Invasive Plants

Licensing Held

- State of Florida commercial applicator license
- Endorsement's;
 - A. Aquatic Weed Control
 - B. Natural Areas Weed Management
 - C. Right-of-Way Pest Control

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

AQUATIC PLANT MANAGEMENT SERVICES

ITB #18-19



City of Port Orange Purchasing Division

Prepared by: Joseph Castro

Release Date: July 20, 2018

Bid Due Date and Time: August 24, 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 Proposers

ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES. Bids 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 August 24, 2018 which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at 10:00 A.M. (local time) on August 3, 2018 at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

DESCRIPTION: *Treatment of Lakes, Canals, Ditches and Retention Ponds.*

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids 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 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

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 (Demand Star) via their website at www.demandstar.com. All questions shall be directed in writing to the Buyer, Joseph Castro, jcastro@port-orange.org or purchdiv@port-orange.org and reference "Questions on ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES in the subject line. Last day for questions will be August 10, 2018 at 5:00 P.M.

All Bidders 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 bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. No Bids 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 Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be submitted to the City Clerk's office with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to Joseph Castro, Buyer, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES."**

Joseph Castro Buyer

Legal Ad - One Time – July 20, 2018

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #18-19 _____
BID TITLE:	AQUATIC PLANT MANAGEMENT SERVICES _____
DUE DATE/TIME:	August 24, 2018 at 2:30 P.M. _____
SUBMITTED BY:	Applied Aquatic Management, Inc. PO Box 1469 Eagle Lake, FL 33839 _____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Joseph Castro Buyer 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 of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of controlling weeds and grasses in the ditches, retention ponds, lakes and canals in the city of Port Orange. Contractor shall furnish all labor, material, supervision, travel, parts and equipment and technical expertise. The chosen contractor will be suitably licensed to execute the requested services and maintain and submit the mandatory records and reports.

Besides cost, other factors that will be considered will be qualifications, capabilities and experience in performing the required work.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder'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 ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids, including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:July 20, 2018
Non-Mandatory Pre-Bid Conference..... August 3, 2018 at 10:00 A.M.
Deadline for Questions:August 10, 2018 by 5:00 P.M.
Final Addendum Posting:August 17, 2018 by 5:00 P.M.
Bids Due: August 24, 2018 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of AwardTo Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) 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 Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids 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 bid package. Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.

All Bids will be opened publicly and the names of all Vendors shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Bids or parts of Bids if it is in the best interest of the City.

NON-MANDATORY PRE-BID CONFERENCE/SITE VISIT:

There will be a Non-Mandatory Pre-Bid Conference for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Joseph Castro
Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@port-orange.org
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB 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 Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

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 ITB 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, locations and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid 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 showing your company registered as "Active".

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, 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 ITB on the provided "Professional References" form. 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.

Past performance and years of experience with other contracts similar to this one, such as other municipalities with treatment areas comparable in size and type of areas treated. **At least 3 comparable references must be submitted on form provided in bid package.**

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 ITB. 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 Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF BIDS:

Correction of inadvertently erroneous Bids shall be permitted up to the time of ITB opening. Vendors shall not be allowed to modify their Bids after the opening time and date.

WITHDRAWAL OF BIDS:

NO Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB 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 Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases 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 litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

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.

REJECTION OF BIDS:

The City reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

BIDS 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 WORK

1. Areas under contract are to be treated to control and maintain the undesirable (noxious) aquatic weeds and growth. Treatment methods that enhance conditions for diverse native plant growth must be implemented in mitigated areas and sites that contain desirable native plants. Tailored management plan for each location, according to type of waterbody, are required in order to control and maintain submersed weeds, floating and immersed plants and species including, but not limited to, plankton, blue green algae, bladderwort, cattails, water pennywort, chara, torpedo grass, bacopa, needle rush, primrose willows, duckweeds, hydrilla, southern naiad and shoreline grass.
2. All chemicals used to treat the retention areas under this contract MUST be registered and approved by the DEP. Each vendor must include a list of all chemicals they intend to use and where each will be applied in their treatment program.
3. Each vendor shall specify all types of chemicals and the manufacturer's product guarantees the company proposes to use in the treatment of all areas covered under this contract.
4. Each vendor must provide a list of equipment to be used for the services outlined in this scope of work to be eligible for the bid award.
5. Upon request by the City, the vendor awarded this contract must utilize an approved laboratory to test for the following:

Dissolved Oxygen, Temperature, Ammonia Nitrogen, Color, Alkalinity,
Clarity, Chloride, Water level, pH level (units), Phosphate, Nitrate and
Hardness.

The results of tests performed must be submitted to the City and contractor is responsible for any costs associated with testing.
6. Should the City deem further testing necessary, the vendor will be required to

obtain State certified tests at their expense in order to diagnose the problem so that a remedy can be reached and exact knowledge of the cause can be ascertained.

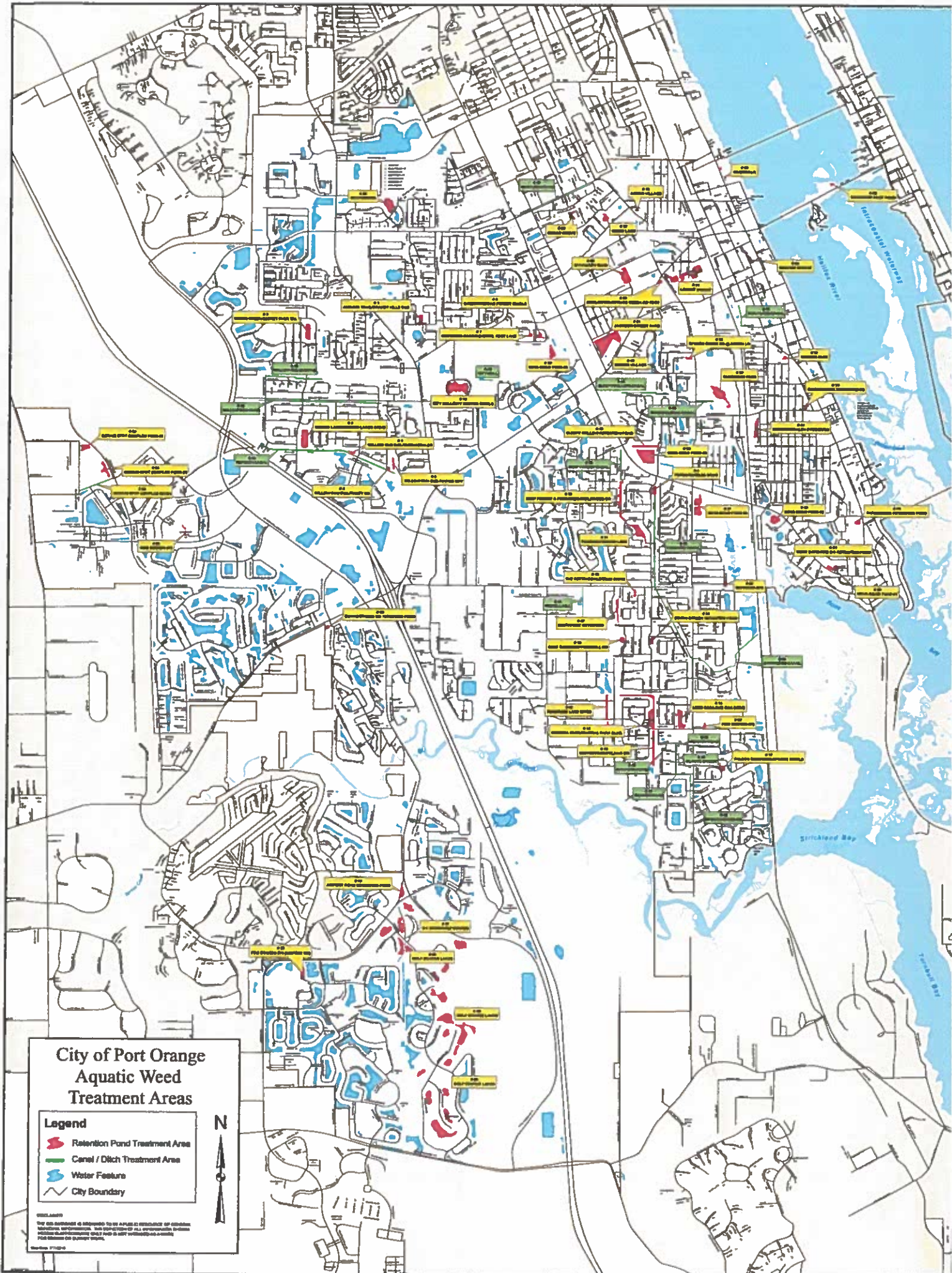
7. The vendor awarded this contract must submit a monthly report (City will provide form) that shows a summary of the condition of each lake, canal, ditch and retention pond covered under this contract and the date treatment was administered (see "report example" in bid package). Payment to the vendor for services provided under this contract will be made on a monthly basis; however, payment will not be processed until the monthly report has been submitted by the vendor and reviewed by City staff.
8. The contractor will be responsible for all transportation and storage of chemicals. No chemicals will be stored on City property.
9. PLEASE NOTE: The "approximate acreage" and "approximate feet" figures shown for each area on the bid submittal sheet are approximations only. It is recommended that each vendor visit each location to be treated prior to submitting his or her bid.

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TREATMENT AREA	Approx Acreage
AUTUMN TRAIL	1.15
CROSS CREEK/SECRET RIVER TRAIL	1.42
HIDDEN LAKES/HIDDEN LAKES DRIVE	6.00
WILLOW RUN SUB./THOMASINA DR	0.15
WILLOW RUN SUB./TRACY DR	0.10
WILLOW RUN SUB./HARMS WAY	0.25
SOUTHERN OAKS/SQUIRREL NEST LANE	0.10
GATEWOOD/OAK FOREST CIRCLE	0.15
FOXBORO/MILES DRIVE	1.00
DEEP FOREST & FOXBORO/SANDLEWOOD DR	1.20
FOXBORO/CROWN LANE	0.50
THE SETTINGS/ALSTRUM DRIVE	0.40
BENT OAKS/WHIPPOORWILL DR	0.20
LONE OAK/LONE OAK DRIVE	3.00
CENTRAL PARK/CENTRAL PARK BLVD.	3.50
WINTER PARK/PELHAM DR	0.67
FALCON CREST/CHAMPAGNE CIRCLE	0.40
CITY HALL/CITY CENTER CIRCLE	3.00
AMBER VILLAGE/AMBER CIRCLE	0.10
FIRE STATION #5	0.60
JACKSON STREET PARK	5.20
FIRE STATION #2	0.30
MONROE STREET	0.25
LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINKED BY PIPE; DAGWOOD CIR, LOCUST AND FDOT POND ON SP CREEK RD	3.44
BAYWOOD AVE	1.00
SOUTHWINDS	4.00
NIXON LANE	1.00
CANALVIEW BLVD	2.00
SUGAR GROVE/SUGAR GROVE COURT	1.00
BUSCHMAN PARK	5.40
ORANGE BLVD	1.00
SPRUCE CREEK RD @ ACORN LN	1.00
FIRE STATION #4 (AIRPORT RD)	1.00
COMMONWEALTH/WESTRIDGE	0.50
NOVA ROAD POND #1 (2 PONDS)	0.50
NOVA ROAD POND #2	5.00
NOVA ROAD POND #3 (2 PONDS)	6.00
NOVA ROAD POND #4	12.00
NOVA ROAD POND #5	3.50
HIDDEN VILLAGE	0.15
COMMONWEALTH /FREDERICK	0.50
RENEGADE LANE DITCH	0.30
FARBROOK RETENTION POND	0.70
DEVON STREET RETENTION POND	0.33
ALL CANAL SECTIONS COMBINED	28.00
SOUTHPORT RETENTION	0.79
SLEEPY HOLLOW RETENTION POND	1.75
SUMMERTREES RD TETENTION POND	0.33
AIRPORT ROAD RETENTION POND	0.95
DUNLAWTON/SP CREEK RD FDOT POND (WEST SIDE OF SP CREEK RD)	0.20
WEST BAYSHORE DR RETENTION POND	0.80
CAUSEWAY FDOT POND	0.15
CORACI SPRT COMPLEX POND #1	2.21
CORACI SPRT COMPLEX POND #2	1.25
CORACI SPRT COMPLEX DITCH	1280 feet
GOLF COURSE LAKES (19 total)	20.00
D-1 DITCH/GOLF COURSE	1050 feet
RIVERWALK PARK (2 PONDS)	1.05

CANAL SECTIONS

AREA	LOCATION DESCRIPTION
B-19 Basin	
Willow Run	South side of Willow Run Boulevard est. 3.25 ac
Willow Run (north side)	From Chardonay to B-19 Canal est. 3.03 ac
Horizon Canal	South side of Willow Run I-95 to B-19 Canal est. 3.85 ac
Cambridge Basin	
Foxboro Canal	Foxboro Retention (Miles Drive to Taylor Road) est. 2.74 ac
Cambridge Canal	Taylor Road to Rose Bay est. 8.32 ac
Deep Forest Canal	Nova Road to Timberwood Drive est. .89 ac
Hensel Hill Canal	Hensel Hill east to Taylor Road est. .72 ac
Halifax Basin	
Sleepy Hollow Canal	Sleepy Hollow sub., north side (Publix to Shallowbrook) est. 1.03 ac
Sanders Road Canal	Spruce Creek Road to Halifax Canal est. .48 ac
City Hall	Pop-off canal, east of gymnasium est. .19 ac
Reed Canal Basin	
Madeline Ditch	From Sugar House Drive to Nova Road (both sides of roadway) est. 1.48 ac
Riverwood Basin	
Spruce Creek Road Ditch	From Cove Court to Golden Pond est. .54 ac
Ditches along Newton Road, Gladys Street, Dalford Road and Renner Road est. total 1.16 ac	
River Font Basin	
Fox Place Canal	West end of Fleming to Public Works yard est. .31 ac



City of Port Orange Aquatic Weed Treatment Areas

Legend

-  Retention Pond Treatment Area
-  Canal / Ditch Treatment Area
-  Water Feature
-  City Boundary



DISCLAIMER
The data contained in this map is intended to be a general representation of the information provided. It is not intended to be a legal document. The City of Port Orange is not responsible for any errors or omissions in this map. The City of Port Orange is not responsible for any damages or losses resulting from the use of this map.

City of Port Orange
Treatment of Lakes, Canals, Ditches and Retention Ponds
ITB #18-19

A blank reporting form will be provided to contractor awarded bid. The report form must be completed by the contractor each month after the site visit and it needs to provide information such as shown below in the example.

City of Port Orange
Monthly Report for: May 2018

Treatment Area	Treatment Schedule	Date of Treatment	Condition	Notes / Concerns
. Autumn Trail / Brandy Hills subs.	Monthly except Dec./Feb.	05/09/18	Good	No notes of concern
. Cross Creek sub., Secret River Trail	Monthly	05/10/18	Good	No notes of concern
2A Littoral Zone	May, July, Sept., Nov., Jan, March	05/09/18	Good	No notes of concern
. Hidden Lakes sub., Hidden Lake Dr.	Monthly except Dec./Feb.	05/10/18	Fair	May need add'l visit (algae)
. Willow Run sub., Thomasina Drive	Monthly except Dec./Feb.	05/10/18	Good	No notes of concern
. Willow Run sub., Tracy Drive	May, July, Sept., Nov., Jan, March	05/10/18	Good	Improved from last month (algae)
. Willow Run sub., Harms Way	May, July, Sep., Nov., Jan, March	05/09/18	Good	No notes of concern

Reports must show date area visited, note "condition" and list areas of concern (if any).

EXAMPLE

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 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 the 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.

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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".)

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 tenders 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 release 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 the 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 ITB 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 §1324a(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 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 at 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 holds 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 nonresponse 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. **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.

37. **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.

38. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

39. **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.

40. **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.

41. **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.

42. **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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. INSURANCE

If required upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

51. 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.

52. INSURANCE REQUIREMENTS

If required 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.

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 Bodily Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Property Insurance Builders Risk. <u>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	

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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.

59. 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) Competitive Bids

- (1) Port Orange Business:** In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business:** In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business:** In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference:** In case of a tie bid 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.

60. **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.

61. **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.

62. **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.

63. **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.

64. 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.

65. 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.

66. 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.

67. 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).

68. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

69. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-bid 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. 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.

70. 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 or written in ink, or electronically imputed 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.

71. 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.

72. 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.

73. 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.

74. PROPRIETY 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.

75. 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.

76. 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.

77. 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.

78. 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.

79. 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.

80. 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.

81. 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.

82. 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.

83. RECYCLED MATERIALS

City of Port Orange encourages the use of products made of recycled materials.

84. 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.)

85. 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.

86. 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.

87. 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.

88. 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.

89. 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.

90. 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.

91. 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.

92. 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.

93. 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.

94. **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.

95. **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.

96. **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.

97. **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.

98. 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.

99. 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.

100. 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.

101. 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.

102. 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.

103. 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.

104. 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.

105. TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to 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.

106. 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.

107. 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.

108. 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.

109. 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.

110. 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)

111. 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.

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) Days from the ITB opening date.

CONTRACT TERM

The term of the contract shall be an initial term will be for 2 years with three – one-year renewals upon mutual agreement of both parties. Either party may cancel the contract for any or no reason with a thirty (30) days written notice to the other party.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal. Each vendor will provide a State of Florida Applicator Certification/License upon request.

NOTICE:

The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

CHANGES:

The City also reserves the right to increase or decrease the listed locations as long as the total annual expenditure amount does not change more than 10%. All changes must be in writing and approved by all parties. Changes exceeding 10% of the original bid price would require a change in scope and City Council approval. The contractor agrees to perform additional work or reduce existing work in accordance with the specifications per unit pricing bid.

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.

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor's Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Statement of Vendor's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Vendor Equipment List
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

[Remainder of this page left intentionally blank]



FORM 7.2 – 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):

Applied Aquatic Management, Inc.

NAME OF BUSINESS

AUTHORIZED SIGNATURE

Wade L. Pharis, VP

NAME, TITLE, TYPED

59-2100923

FEDERAL IDENTIFICATION #

STATE OF Florida

COUNTY OF Polk

PO Box 1469

MAILING ADDRESS

Eagle Lake, FL 33839

CITY, STATE & ZIP CODE

863-533-8882/863-534-3322

TELEPHONE NUMBER / FAX NUMBER

wade@appliedaquaticmgmt.com

E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of August 20, 2018 by Wade L. Pharis, who is personally known to me or who has produced an identification and who did take an oath.

My Commission Expires:



Bonnyln P. Carpenter
Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – 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: 8-14-18 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."

APPLIED AQUATIC MANAGEMENT, INC.

Name of Business

By: Wade L. Pharis

Printed Name: Wade L. Pharis

Title: Vice President

STATE OF Florida
COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me this 20 day of August, 2018, by
Wade L. Pharis as Vice President of
Applied Aquatic Management, Inc And who:
(NAME) (TITLE) (NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Bonnie P Carpenter
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – 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: Applied Aquatic Management, Inc.

By: Wade L. Pharis

Printed Name: Wade L. Pharis

Title: Vice President

STATE OF Florida

COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me this 20 day of August, 2018, by
Wade L. Pharis as Vice President of
Applied Aquatic Management, Inc. and who:
(NAME) (TITLE) (NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Bonny P. Carpenter
Notary Public, State of Florida
Printed, typed or stamped name, commission, and expiration:



FORM 7.5 – 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 Wade L. Pharis, who, being by me first duly sworn, made the following statement:

1. The business address of 4305 Bomber Road, Bartow, FL 33830 (name of Offeror or business) is Applied Aquatic Management, Inc.
2. My relationship to Applied Aquatic Management, Inc. (name of Offeror or business) is Vice President (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 nolocontendere.
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 N/A. 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.)

Applied Aquatic Management, Inc.

Name of Business

By: Wade L. Pharis

Printed Name: Wade L. Pharis

Title: Vice President

STATE OF Florida
COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me this 20 day of August, 2018 by Wade L. Pharis as Vice President of Applied Aquatic Management, Inc. and who:

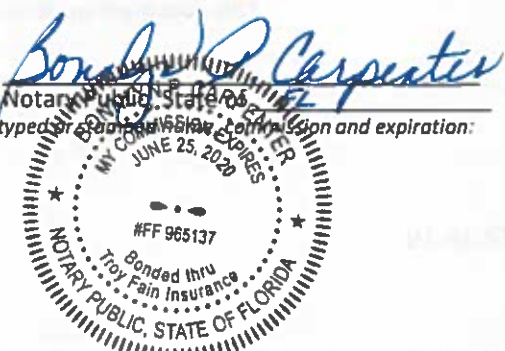
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Printed, typed or signed name of Notary Public, State of Florida, and expiration:



FORM 7.6 – 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: Applied Aquatic Management, Inc.

SIGNED BY: Wade L. Pharis

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

PRINTED SIGNATURE: Wade L. Pharis

TITLE: Vice President

ADDRESS: 4305 Bomber Road

CITY: Bartow STATE: Florid ZIP CODE: 33830

TELEPHONE: 863-533-8882 FAX: 863-534-3322

COMPLETION TIME: N/A

F.E.I.N. NUMBER: 59-2100923

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 7.7 – 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 7.7 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. Applied Aquatic Management, Inc.
- B. Permanent main office address. 4305 Bomber Road, Bartow, FL 33830
- C. Date organized. September 1981
- D. If a corporation, where incorporated. Bartow, FL
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 37
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) Multiple Annual Contracts
- G. General character of work performed by your company. Aquatic Vegetation Control
- H. Have you ever failed to complete any work awarded to you? If so, where and why? NO
- I. Have you ever defaulted on a contract? If so, where and why? NO
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. Attached
- K. List your major equipment currently owned or leased. Attached
- L. Experience in work similar to this type of project. Attached
- M. Background and experience of the principal members of your organization, including the officers. Attached
- N. Credit currently available: \$ N/A
- O. Give bank reference: Centennial Bank-1606 1st St. S., Winter Haven, FL 33880
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes-For Applied Aquatic Management, Inc. Only

This document must be completed and returned with your Submittal

(Form 7.7 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.

Applied Aquatic Management, Inc.

Name of Business

By: Wade L. Pharis

Printed Name: Wade L. Pharis

Title: Vice President

STATE OF Florida
COUNTY OF Polk

Sworn to (or affirmed) and subscribed before me this 20 day of August, 2018, by
Wade L. Pharis, as Vice President
of Applied Aquatic Management, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Bonnlyn P. Carpenter
Notary Public, State of FL
Printed, typed or stamped name, commission
and expiration:



This document must be completed and returned with your Submittal

FORM 7.8 – 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: Seminole County
Contact Person: Gloria Eby
City, State: Sanford, FL
Telephone Number: 407-665-2439
Email Address: geby@seminolecountyfl.gov
Description of goods or
Services provided: Aquatic Vegetation Control
Contract Amount: \$117,840.00/Yearly
Start/End Date of Contract: October 2017-September 2018
2. Company Name: City of Deltona
Contact Person: Phyllis Wallace
City, State: Deltona, FL
Telephone Number: 386-878-8965
Email Address: pwallace@deltonafl.gov
Description of goods or
Services provided: Aquatic Vegetation Control
Contract Amount: \$98,540.00/Yearly
Start/End Date of Contract: October 2017-September 2018
3. Company Name: City of Longwood
Contact Person: Debbie Renfro
City, State: Longwood, FL
Telephone Number: 407-263-2384
Email Address: drenfro@longwoodfl.gov
Description of goods or
Services provided: Aquatic Vegetation Control
Contract Amount: \$20,380.00/Yearly
Start/End Date of Contract: September 2016 – September 2021

This document must be completed and returned with your Submittal.

FORM 7.9 – 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): 18-19

BUSINESS NAME: Applied Aquatic Management, Inc.

CONTACT PERSON/TITLE: Wade L. Pharis/VP

MAILING ADDRESS: PO Box 1469

CITY-STATE-ZIP: Eagle Lake, FL 33839

Length of Time at Address Provided: 37 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): 59-2100923

BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: 863-533-8882 FAX: 863-534-3322

EMAIL: wade@appliedaquaticmgmt.com

****Please attach 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 Wade L. Pharis who, after being sworn according to law, stated that he or she was authorized to represent Applied Aquatic Management, Inc. and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

[Signature]

SIGNATURE OF NOTARY PUBLIC

THIS 20 DAY OF August, 2018

My Commission Expires: _____

[Signature] 8-20-18

SIGNATURE OF AFFIANT

DATE

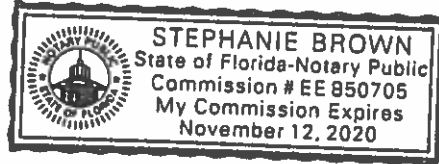
Wade L. Pharis/Vice President

PRINTED NAME OF AFFIANT / TITLE

Applied Aquatic Management, Inc.

COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal



"ATTACHMENT 1" ITB 18-19 SCHEDULE OF UNIT PRICING BID FORM
CITY OF PORT ORANGE - AQUATIC PLANT MANAGEMENT SERVICES
ITB # 18-19

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

Instruction to save Attachment from Demondstar 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: **Applied Aquatic Management, Inc.**
CONTACT PERSON: **Wade L. Pharis**
EMAIL ADDRESS: **Wade@appliedaquaticmgmt.com**
AUTHORIZED SIGNATURE: *Wade L. Pharis*

This document must be completed and returned with your Submittal

TREATMENT AREA	Approx Acreage	No. of annual visits	Treatment Schedule	Unit Cost	Annual Cost
AUTUMN TRAIL	1.15	10	No treatments Dec. or Feb.	\$28.00	\$280.00
CROSS CREEK/SECRET RIVER TRAIL	1.42	12	Monthly	\$34.00	\$408.00
HIDDEN LAKES/HIDDEN LAKES DRIVE	6.00	10	No treatments Dec. or Feb.	\$146.00	\$1460.00
WILLOW RUN SUB/THOMASINA DR	6.15	10	No treatments Dec. or Feb.	\$13.00	\$130.00
WILLOW RUN SUB/TRACY DR	6.10	6	May, July, Sept, Nov, Jan, March	\$13.00	\$78.00
WILLOW RUN SUB/HARMS WAY	0.25	6	May, July, Sept, Nov, Jan, March	\$13.00	\$78.00
SOUTHERN OAKS/SQUIRREL NEST LANE	0.10	16	Monthly, 2x in Jan, Jul, Aug, Sept	\$13.00	\$208.00
GATEWOOD/OAK FOREST CIRCLE	0.15	16	Monthly, 2x in Jan, Jul, Aug, Sept	\$13.00	\$208.00
FOXBORO/MILES DRIVE	1.00	24	Twice monthly	\$24.00	\$576.00
DEEP FOREST & FOXBORO/SANDLEWOOD DR	1.20	24	Twice monthly	\$24.00	\$576.00
FOXBORO/CROWN LANE	0.50	16	Monthly, 2x in Jan, Jul, Aug, Sept	\$13.00	\$208.00
THE SETTINGS/SALSTRUM DRIVE	0.40	12	Monthly	\$13.00	\$156.00
BENT OAKS/WHIPPOORWILL DR	0.20	12	Monthly	\$13.00	\$156.00
LONE OAK/LONE OAK DRIVE	3.00	12	Monthly	\$72.00	\$864.00
CENTRAL PARK/CENTRAL PARK BLVD	3.50	12	Monthly	\$85.00	\$1020.00
WINTER PARK/PELIHAM DR	0.67	12	Monthly	\$21.00	\$252.00
FALCON CREST/CHAMPAGNE CIRCLE	0.40	12	Monthly	\$13.00	\$156.00
CITY HALL/CITY CENTER CIRCLE	3.00	16	Monthly, 2x in Jan, Jul, Aug, Sept	\$73.00	\$1168.00
AMBER VILLAGE/AMBER CIRCLE	0.10	6	May, July, Sept, Nov, Jan, March	\$13.00	\$78.00
FIRE STATION #3	0.60	12	Monthly	\$40.00	\$480.00
JACKSON STREET PARK	5.20	16	Monthly, 2x in June, Jul, Aug, Sept	\$127.00	\$2032.00
FIRE STATION #2	0.30	12	Monthly	\$50.00	\$600.00
MONROE STREET	0.25	12	Monthly	\$13.00	\$156.00
LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINKED BY PIPE; DAGWOOD CIR, LOCUST AND FOOT POND ON SP CREEK RD	3.44	12	Monthly	\$105.00	\$1260.00
BAYWOOD AVE	1.00	12	Monthly	\$25.00	\$300.00
SOUTHWINDS	4.00	12	Monthly	\$97.00	\$1164.00
NIXON LANE	1.00	12	Monthly	\$25.00	\$300.00
CANALVIEW BLVD	2.00	12	Monthly	\$50.00	\$600.00
SUGAR GROVE/SUGAR GROVE COURT	1.00	12	Monthly	\$25.00	\$300.00
BUSCHMAN PARK	5.40	12	Monthly	\$132.00	\$1584.00
ORANGE BLVD	1.00	12	Monthly	\$25.00	\$300.00
SPRUCE CREEK RD @ ACORN LN	1.00	12	Monthly	\$25.00	\$300.00
FIRE STATION #4 (AIRPORT RD)	1.00	12	Monthly	\$25.00	\$300.00
COMMONWEALTH/WESTRIDGE	0.50	12	Monthly	\$13.00	\$156.00
NOVA ROAD POND #1 (2 PONDS)	0.50	12	Monthly	\$13.00	\$156.00
NOVA ROAD POND #2	5.00	12	Monthly	\$122.00	\$1464.00
NOVA ROAD POND #3 (2 PONDS)	6.00	12	Monthly	\$146.00	\$1752.00
NOVA ROAD POND #4	12.00	12	Monthly	\$280.00	\$3360.00
NOVA ROAD POND #5	3.50	12	Monthly	\$85.00	\$1020.00
HIDDEN VILLAGE	0.15	12	Monthly	\$13.00	\$156.00
COMMONWEALTH/FREDERICK	0.50	12	Monthly	\$13.00	\$156.00
RENEGADE LANE DITCH	0.30	12	Monthly	\$13.00	\$156.00
FARMBROOK RETENTION POND	0.78	12	Monthly	\$17.00	\$204.00
DEVON STREET RETENTION POND	0.33	12	Monthly	\$13.00	\$156.00
ALL CANAL SECTIONS COMBINED	28.00	12	Monthly	\$224.00	\$2688.00
SOUTHPORT RETENTION	0.79	12	Monthly	\$19.00	\$228.00
SLEEPY HOLLOW RETENTION POND	1.75	12	Monthly	\$43.00	\$516.00
SUMMERTREES RD TETENTION POND	0.33	12	Monthly	\$13.00	\$156.00
AIRPORT ROAD RETENTION POND	0.95	12	Monthly	\$23.00	\$276.00
DUNLAWTON/SP CREEK RD FOOT POND (WEST SIDE OF SP CREEK RD)	0.20	12	Monthly	\$13.00	\$156.00
WEST BAYSHORE DR RETENTION POND	0.80	12	Monthly	\$30.00	\$360.00
CAUSEWAY FOOT POND	0.15	12	Monthly	\$13.00	\$156.00
CORACI SPRT COMPLEX POND #1	2.21	12	Monthly	\$56.00	\$672.00
CORACI SPRT COMPLEX POND #2	1.25	12	Monthly	\$35.00	\$420.00
CORACI SPRT COMPLEX DITCH	1280 feet	12	Monthly	\$120.00	\$1440.00
GOLF COURSE LAKES (19 total)	20.00	24	Twice Monthly Each Lake	\$237.50	\$5700.00
D-1 DITCH/GOLF COURSE	1050 feet	12	Monthly	\$35.00	\$420.00
RIVERWALK PARK (2 PONDS)	1.85	12	Monthly	\$30.00	\$360.00
COST PER ADDITIONAL .50 ACRE WORK -SEPARATE LINE ITEM	\$ 13.00				
COST PER ADDITIONAL 1.0 ACRE WORK -SEPARATE LINE ITEM	\$ 25.00				
				TOTAL BASE BID	\$40,020.00



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the City of Port Orange, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a _____ corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange

(i) _____

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within ____ calendar days from issuance of a Notice to Proceed and final completion ____ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "____," 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. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any work or services or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed issued and executed by the City. The City reserves the right to contract with other parties for work and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Liquidated Damages: Contractor shall pay \$_____ 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 City 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.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "___" attached hereto, subject to a limit up to but not to exceed \$_____ for the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. 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.

3. Contract Documents. The following forms are attached as Exhibit "___" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

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

5. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

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

9. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

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

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

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

11. Termination for Non-Appropriation of Funds

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

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

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance		Standards	Comments
Workers' Compensation	<u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	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.
<u>Additional Coverage:</u>		All States (Broad Form) Voluntary Compensation	
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract	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.
<u>Additional Coverage:</u>		"All Risk" coverage, on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage - \$1,000,000 minimum	

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

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

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

16. **Warranties.** Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens, encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. **Additional Warranties.** Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

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

19. **Inspection**

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of

this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

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

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

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure

shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

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

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

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

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

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

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-_____

Contractor: _____
Attention: _____

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

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who _____.

(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:

Witnesses:

CITY OF PORT ORANGE

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Donald O. Bumette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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



End of Solicitation Documents



NON MANDATORY PRE-BID
CONFERENCE

AUGUST 3, 2018 10:00 A.M.

City of Port Orange

1000 City Center Circle
Port Orange, FL 32129

Purchasing Division

purchdiv@port-orange.org

ITB# 18-19 AQUATIC PLANT MANAGEMENT SERVICES

#	Name	Title	Company	Phone	Email
1	David Battaglia	Purchasing Agent	City of Port Orange	386-506-5703	dbattaglia@port-orange.org
2	Joseph Castro	Buyer	City of Port Orange	386-506-5717	jcastro@port-orange.org
3	Kyle Hines	Contractor	Aquatic Management Plus	386-916-1575	kyle@ampl.comcast.net
4	Scott Massa	Operator	Port of Orange	321-662-9110	scott@port-orange.org
5	Thomas DiFuria	Asst. Mgr.	Port of Orange	386-506-5507	tom@port-orange.org
6	Brett Martee	Asst. Sup.	Port of Orange	386-506-5567	bmartee@port-orange.org
7	Michael Wright	BOM	Port of Orange	386-506-5567	mwright@port-orange.org
8	Joe Tillman	Purchasing Mgr.	City of Port Orange	386-506-5714	jillman@port-orange.org
9					
10					
11					
12					
13					
14					
15					



CITY OF PORT ORANGE

PURCHASING DIVISION

1000 CITY CENTER CIRCLE

PORT ORANGE, FLORIDA 32129

TELEPHONE 386-506-5718

FAX 386-506-5711

purchdiv@port-orange.org

ADDENDUM NO. # 1

August 14, 2018

ITB # 18-19 Aquatic Plant Management Services

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated July 20, 2018 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

No changes

B. CHANGES TO SPECIFICATIONS:

No changes

C. QUESTIONS AND ANSWERS:

1. Is there prior pricing available for this contract?

Answer: \$40,212.00 from April 2017 to April 2018, 12 months

2. Have any additional sites been added since the previous contract?

Answer: One

3. Are you satisfied with the current conditions that the sites are at now?

Answer: Yeah relatively, we had a lapse because this is late getting out, so the original contract had expired in April. So, we had a lapse in treatment, so it's a bad time of the year to have that, so they are not in the best shape right at the moment.

4. So, they have not been treated since April?

Answer: They have been treated June and July. For April and May 2018, they were not.

5. Is there easy accessibility on these sites?

Answer: Yeah, we try to maintain those accesses. We got secondaries in a couple areas. Some areas get a little muddy and a little wet and things like that. We got secondaries if need be.

6. Are there any obstacles and gates or things like that?

Answer: There are a couple of sites that are mostly everything is open.

7. Key or combination type stuff?

Answer: Key

8. Are all of the sites available to look at?

Answer: Absolutely they are.

9. Do I need to make arrangements to look at them?

Answer: You can look at them at your leisure. You do not need to make arrangements.

10. There is no way to schedule the pump?

Answer: Yes

11. Is there any way to shut the pumps off for a few days?

Answer: No, the pump station is in automatic mode.

12. Are you going to require a skiff or airboat?

Answer: Most of them are accessible. The majority are treated by airboat. The accesses are made for that.

12. Would a drier week be a better time to do it?

Answer: Drier time the sun burns it out, so you guys are not spraying it.

13. Laboratory testing for the following, how often did you do that in the last contract cycle?

Answer: This was previously overseen by another supervisor who retired.

14. Are you going to require laboratory testing now?

Answer: Upon request by the City, the vendor awarded this contract must have tests for the following performed by an approved laboratory: Dissolved oxygen, Temperature, Ammonia Nitrogen, Color, Alkalinity, Clarity, Chloride, Water Level, pH Level (units), Phosphate, Nitrate and Hardness.

Tom DiEulio, Operations Manager and Brett Matter, Maintenance Worker II are showing a Google Maps overview of the city on the chamber's video screens to answer questions:

15. Is that were your hydrilla issues are?

Answer: Little farther back up. We get a lot of salt water intrusion in that pond, so the salt pretty takes care of everything.

16. All that is accessible by airboat?

Answer: Yes, the current contractor does this with an airboat.

17. Is there any problems with private properties along there or anything?

Answer: You can see the fence lines here are all cities, everybody is pretty good with that, believe me they want you back there.

18. What percentage control did you get with the last contract?

Answer: As far as this goes, we were at 80-85%

19. This, the city pond right here, was that part of, wasn't it some mowing services, some retention maintenance were the ponds were included with mowing?

Answer: I don't think that was with chemicals. No, it was just all mowing

20. They are not part of the treatment?

Answer: No

21. They are using airboats? Skiffs?

Answer: Yeah, either or.

22. Have you had a lot of issues with duckweed or watermeal?

Answer: Duckweed a little bit from time to time.

23. When the lakes feed into the municipal ponds, from a private pond and you are constantly fighting it, what is your position on that?

Answer: We cannot control it.

24. Have you required the previous contractor to come back and retreat the introduction of the duckweed after he has performed treatments?

Answer: We have requested them to come back and do some areas to stay on top of it.

In all other respects, except as specifically stated herein, the subject ITB 18-19 remains unchanged.

END OF ADDENDUM NO. # 1

Attached are Requested Items for Form 7.7- Statement of Vendor's Qualifications

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 officers.

N. Local Business Tax Receipt

Client #1

Name:

South Florida Water Management District

Address:

3301 Gun Club Road B-1 Building 2nd Floor W
West Palm Beach, FL 33406

Contact
Person:

Ellen Donlan

Telephone
Number:

561.248.4027

(PLEASE VERIFY)

Project Dates (when work was
performed):

10.1.16 to Current

Dates should be in mm/yyyy format.

Specific Location of Project:

Natural Areas within the boundaries of the SFWMD
on SFWMD lands or those of agency partners including
WCA's & Lake Okeechobee

Brief description of the services performed for this project:

AAM provided all labor, materials, equipment &
supervision for performing all operations for treating
Melaleuca, Australian pine, Brazilian pepper, & other
nuisance species on lands managed by the SFWMD.

\$10,285.71678

Client #2

Name:

Address:

U.S. Army Corps of Engineers
701 San Marco Blvd
Jacksonville, FL 32207

Contact
Person:

Angie Huebner

Telephone
Number:

843.990.7090

(PLEASE VERIFY)

Project Dates (when work was
performed):

9.22.14

to

current

Dates should be in mm/yyyy format.

Specific Location of Project:

Brief description of the services performed for this project:

AAM provides the USACE with vegetation management activities including, terrestrial and/or natural area vegetation management, aquatic vegetation management, vegetation mapping and data analysis/entry and vegetation management.

\$12,978,143.31

Client #5 (Alternate)

Name: Charlotte Harbor Preserve State Park
Address: 12301 Burnt Store Rd
Punta Gorda, FL 33955

Contact Person: Ryan Brown Telephone Number: 561.236.7562 (PLEASE VERIFY)

Project Dates (when work was performed): 12.2016 to 5.2017
Dates should be in mm/yyyy format.

Specific Location of Project: Charlotte Harbor Preserve State Park

Brief description of the services performed for this project:

AAM provided all equipment, labor & Supervision to treat Melaleuca & Brazilian Pepper utilizing cut stump & hack & squirt methods.

\$183,312.50

APPLIED AQUATIC MANAGEMENT, INC.
TRUCKS

TRUCK #	TRUCK	MODEL	YEAR	LICENSE	ID NUMBER
9905	*Ford Flatbed	F350	99	M057HU	1FDWF37L4XEE40953
0402	*Chev Flatbed	Silverado	04	M058HU	1GBJK34U64E211748
0406	4x4 Chevrolet	Silverado	04	M068HU	1GCHK24U84E305003
0408	4x4 Chevrolet	Silverado	04	378QDN	1GCHK24U64E337755
0412	4x4 Chevrolet	Silverado	04	378QDN	1GCHK24U14E391013
0413	4x4 Chevrolet	Silverado	04	375QDN	1GCHK29U34E108197
0501	4x4 Chevrolet	Silverado	05	374QDN	1GCHK33U35F804312
0502	4x4 Chevrolet	Silverado	05	Y80PWZ	1GCHK24U35E177786
0503	*Ford 450	Flatbed	05	Y23AQA	1FDXF47P75EB99142
0504	*4X4 Chevrolet	Silverado	05	386QDN	1GBJK34U95E273451
0505	4X4 Chevrolet	Silverado	05	384QDN	1GCHK24U95E298418
0603	4x4 Chevrolet	Silverado	06	EWJF76	1GCHK24U86E101093
0604	4x4 Chevrolet	Silverado	06	Y68APT	1GCHK24U15E343867
0606	4x4 Chevrolet	Silverado	06	Y68APT	1GCHK24U66E128326
0607	4X4 Chevrolet	Silverado	06	Y65APT	1GCHK24U06E149655
0609	4x4 Chevrolet	Silverado	06	Y67APT	1GCHK24U46E189785
0610	4x4 Chevrolet	Silverado	06	379QDN	1GCHK33U66F196853
0612	4x4 Chevrolet	Silverado	06	Y63PWZ	1GCHK24UX6E277319
0613	4x4 Chevrolet	Silverado	06	M071HU	1GCHK24U76E141262
0614	4x4 Chevrolet	Silverado	06	Y81PWZ	1GCHK24U86E191670
0618	4x4 Chevrolet	Silverado	06	Y64PWZ	1GCHK24U96E282821
2007	Jeep	Wrangler	07	G167TH	1J8GA69107L114480
0701	4x4 Chevrolet	Silverado	07	Y86PWZ	1GCHK24U07E167810
0704	4x4 Chevrolet	Silverado	07	LJRY79	1GCHK24K97E507156
0706	Chevrolet Van	Express LS 1	07	796JW	1GAHG39U471163589
0707	4x4 Chevrolet	Silverado	07	704VNB	1GCHK24K57E554541
0708	4x4 Chevrolet	Silverado	07	Y90PWZ	1GCHK24K07E571283
0709	4x4 Chevrolet	Silverado	08	705VNB	1GCHK24K87E511585
0710	4x4 Chevrolet	Silverado	07	706VNB	1GCHK24K37E512112
0711	4x4 Chevrolet	Silverado	07	720VNB	1GCHK24K67E553771
0801	4x4 Chevrolet	Silverado	08	LJRY80	1GCHK23K28F105203
0802	4x4 Chevrolet	Tahoe	08	773JW	1GNFK130X8J181711
0803	*Chev Flatbed	Silverado 3500	08	733VNB	1GBJK34648E217052
0901	4x4 Chevrolet	Silverado 2500	09	357WWT	1GCHK43K29F166080
0902	*Chev Flatbed	Silverado 3500	09	089MCX	1GBJK74K39F167071
0903	4x4 Chevrolet	Silverado 2500	09	377WWT	1GCHK44K29F153571
0904	4x4 Chevrolet	Silverado 2500	09	ABVN09	1GCHK44K69F154349
0905	4x4 Chevrolet	Silverado 2500	09	Y91PWZ	1GCHK44K69F162337
0906	4x4 Chevrolet	Silverado 2500	09	ABVN08	1GCHK44K49F158861
0907	4x4 Chevrolet	Silverado 2500	09	Y83PWZ	1GCHK44K69F179462
0908	4x4 Chevrolet	Silverado 2500	09	ABVN07	1GCHK43KX9F166621
1001	4x4 Chevrolet	Silverado 2500	10	ABVN98	1GB4KZBK9AF140832
1002	4x4 Chevrolet	Silverado 2500	10	M059HU	1GC3KVBG8AF133439
1101	4x4 Chevrolet	Silverado 2500	11	381QDN	1GC0KVC8BF144122
1102	4x4 Chevrolet	Silverado 2500	11	Z27BTK	1GC0KVC8BF130140

1103	4x4 Chevrolet	Silverado 2500	11	Y85PWZ	1GC0KVCG1BF107235
1104	4x4 Chevrolet	Silverado 2500	11	383QDN	1GC0KVCG0BF196246
1105	4x4 Chevrolet	Silverado 2500	11	AJH38	1GC0KVCXBF190847
1107	4x4 Chevrolet	Silverado 2500	11	VCJ982	1GC1KVCG2BF228439
1108	*Chev Flatbed	Silverado 2500	11	ASWP08	1GB3KZCG5BF199981
1201	4x4 Chevrolet	Silverado 2500	12	EWYQ32	1GC2KXCG9CZ113286
1202	4X4 Chevrolet	Silverado 2500	12	382QDN	1GC1KVCG4CF169854
1203	4x4 Chevrolet	Silverado 2500	12	M055HU	1GC0KVCG0CZ135432
1204	4x4 Chevrolet	Silverado 2500	12	Y33PWZ	1GC0KVCG8CZ152432
1205	4x4 Chevrolet	Silverado 2500	12	EWYQ33	1GC0KVCG9CZ143075
1206	4x4 Chevrolet	Silverado 2500	12	BGTV03	1GC0KVCG8CZ164208
1207	4X4 Chevrolet	Silverado 2500	12	BGTV02	1GC0KVCG8CF137039
1301	*Chev Flatbed	Silverado 2500	13	Y15GPV	1GB3KZCG8DF122679
1302	4X4 Chevrolet	Silverado 2500	13	BGTV60	1GC0KVCG6DZ203895
1303	4X4 Chevrolet	Silverado 2500	13	BGTV61	1GC0KVCG2DZ178834
1305	4X4 Chevrolet	Silverado 2500	13	BJCU21	1GC0KVCG9DZ289847
1306	4x4 Chevrolet	Silverado 2500	13	BJCU19	1GC1KVCG7DF161582
1307	4x4 Chevrolet	Silverado 2500	13	377QDN	1GC0KVCG8DZ285063
1308	4x4 Chevrolet	Silverado 2500	13	EXWL51	1GC0KVCG8DZ283215
1309	4x4 Chevrolet	Silverado 2500	13	Y84PWZ	1GC0KVCG8DZ280557
1310	4x4 Chevrolet	Silverado 2500	13	M054HU	1GC0KVCXGDX298484
1311	4x4 Chevrolet	Silverado 2500	13	Z288TK	1GC0KVCG7DF200540
1312	4x4 Chevrolet	Silverado 2500	13	BEQD33	1GC1KVCG4DF169739
1313	4x4 Chevrolet	Silverado 2500	13	BEQD72	1GC0KVCG0DF225358
1314	4x4 Chevrolet	Silverado 2500	13	BEQD71	1GC0KVCG8DF222190
1315	4x4 Chevrolet	Silverado 2500	13	BEQD77	1GC0KVCG8DF234275
1316	4x4 Chevrolet	Silverado 2500	13	BEQD79	1GC0KVCG2DF223949
1317	4x4 Chevrolet	Silverado 2500	13	VCU047	1GC2KXCG3DZ397838
1401	4x4 Chevrolet	Silverado 2500	14	VCM340	1GC0KVCG5EF114676
1402	4x4 Chevrolet	Silverado 2500	14	CPAK23	1GC0KVCG8EF103025
1403	4x4 Chevrolet	Silverado 2500	14	Z308TK	1GC0KVCG4EF115849
1404	4x4 Chevrolet	Silverado 2500	14	Z298TK	1GC0KVCG5EF125807
1405	4x4 Chevrolet	Silverado 2500	14	CYQX94	1GC0KVCG1EF139235
1406	4x4 Chevrolet	Silverado 2500	14	Z318TK	1GC0KVCG9EF129925
1407	4x4 Chevrolet	Silverado 1500	14	CYQX97	1GCVKPEH1EZ326951
1502	4x4 Chevrolet	Silverado 2500	15	CYQX86	1GC1KUEG1FF173950
1503	*Chev Flatbed	Silverado 3500	15	DLFK05	1GB3KYCG5FF530784
1504	4x4 Chevrolet	Silverado 2500	15	DLFK58	1GC1KUEG1FF542810
1505	4x4 Chevrolet	Silverado 2500	15	DLFK59	1GC1KUEG9FF551707
1506	4x4 Chevrolet	Silverado 2500	15	DLFK85	1GC0KUEG7FZ510292
1507	4x4 Chevrolet	Silverado 2500	15	DXEI45	1GC0KUEG6FZ103239
1508	4x4 Chevrolet	Silverado 2500	15	DXEI44	1GC0KUEG5FZ510419
1509	4x4 Chevrolet	Silverado 2500	15	DXEI84	1GC1KUEG8FF582925
1510	4x4 Chevrolet	Silverado 2500	15	EEBS29	1GC0KUEG4FZ530161
1511	4x4 Chevrolet	Silverado 2500	15	EEBS28	1GC0KUEG1FZ536340
1512	4x4 Chevrolet	Silverado 2500	15	EEBS27	1GC0KUEG0FZ524423
1513	4x4 Chevrolet	Silverado 2500	15	EEBS56	1GC0KUEG1FZ545605
1514	4x4 Chevrolet	Silverado 2500	15	EEBS51	1GC0KUEG7FZ508171

1515	4x4 Chevrolet	Silverado 2500	15	EEBS52	1GC0KUEG8FZ537371
1601	*Chev. Flatbed	Silverado 3500	16	ERNT59	1GB3KYCG2GZ174774
1602	4x4 Chevrolet	Silverado 2500	16	ERNT95	1GC1KUEG8GF139313
1603	4x4 Chevrolet	Silverado 2500	16	ERNT94	1GC1KUEG4GF104204
1604	4x4 Chevrolet	Silverado 2500	16	GLJD35	1GC0KUEG8GZ150143
1605	4x4 Chevrolet	Silverado 2500	16	385QDN	1GC0KUEG1GZ230529
1606	4x4 Chevrolet	Silverado 2500	16	GXQR46	1GC0KUEG9GZ175702
1607	4x4 Chevrolet	Silverado 2500	16	VCE173	1GC1KVE88GF306329
1701	4x4 Chevrolet	Silverado 3500	17	VCI249	1GC4K1EY9HF148034
1702	4x4 Chevrolet	Tahoe LS	17	HBXY35	1GNSKAKC1HR243806
1703	4x4 Chevrolet	Silverado 2500	17	HBXY73	1GC1KVEG0HF101081
1704	4x4 Chevrolet	Silverado 3500	17	ITRA68	1GB3KYCG3HZ361703
1705	4x4 Chevrolet	Silverado 2500	17	K825NU	1GC0KUEG8HZ335361
1706	4x4 Chevrolet	Silverado 2500	17	ITRA67	1GC0KUEG1HZ338067
1707	4x4 Chevrolet	Silverado 2500	17	Y24AQA	1GC0KUEG8HZ401860
1708	4x4 Chevrolet	Silverado 2500	17	ITRA66	1GC0KUEGXHZ364148
1709	4x4 Chevrolet	Silverado 2500	17	ITRA70	1GC0KUEGXHZ308076
1710	4x4 Chevrolet	Silverado 2500	17	Y62PWZ	1GC0KUEG0HZ337024
1711	4x4 Chevrolet	Silverado 2500	17	IYEH13	1GC0KUEG8HZ262198
1712	4x4 Chevrolet	Silverado 2500	17	VCJ811	1GC1KUEG2HF198282
1713	4x4 Chevrolet	Silverado 2500	17	EWJF75	1GC0KUEG8HZ389872
1714	4x4 Chevrolet	Silverado 2500	17	380QDN	1GC0KUEG8HZ316270
1801	4x4 Chevrolet	Silverado 2500	18	ITRA69	1GC0KUEG4JZ136667
1802	4x4 Chevrolet	Silverado 2500	18	IYEH14	1GC0KUEGXJZ101499
1803	4x4 Chevrolet	Silverado 2500	18	Y25AQA	1GC0KUEG1JZ227198
1804	4x4 Chevrolet	Silverado 2500	18	Y82PWZ	1GC0KUEG8JZ229352

All vehicles are registered in the State of Florida. All vehicles are in good to excellent condition.

*These trucks are industrial spray trucks with 300 to 600 gallon capacity spray tanks. They are fully equipped to handle terrestrial spraying.

**APPLIED AQUATIC MANAGEMENT, INC.
WATERCRAFT/SPRAY BOATS**

<u>NO.</u>	<u>BOAT</u>	<u>REGISTRATION</u>	<u>MANUF./YEAR</u>	<u>LGT./CONST.</u>	<u>POWER</u>
AC-1	Airboat	FL0838PD	Combee / 87	13' FG	Lycoming
AC-2	Airboat	FL2687PF	Alumitech	13' FG	Lycoming
AC-3	Airboat	FL9290GF	Alumitech	12' FG	Lycoming
AC-4	Airboat	FL3678RM	Alumitech/18	12'AL	Lycoming
AC-5	Airboat	FL5040PG	Alumitech	13' FG	Lycoming
AC-6	Airboat	FL1636JE	Trailmaker / 95	11' FG	Lycoming
AC-7	Airboat	FL0410NR	Gitileo	14'5" FG	Lycoming
AC-8	Airboat	FL8836PD	Alumitech	13' FG	Lycoming
AC-9	Airboat	FL2674RM	Alumitech	13" AL	Lycoming
AC-10	Airboat	FL1710RA	Gitileo/2015	14"5 FG	Lycoming
AC-11	Airboat	FL4409NA	Alumitech	12' FG	Lycoming
AC-12	Airboat	FL5971RF	Alum/16	12' FG	Lycoming
AC-13	Airboat	FL3290RE	Gitileo / 16	13'5 AL	Lycoming
D-1	Airboat	FL2546FJ	Combee / 92	15' AL	Chevy w/
D-3	Airboat	FL8474PT	Alumitech / 14	15' AL	Chevy w/ belt reduction
D-4	Airboat	FL0631LX	Combee / 01	15' AL	Chevy w/ belt reduction
D-7	Airboat	FL7508PA	Alumitech 2010	15' AL	Chevy w/ belt reduction
D-8	Airboat	FL1882MS	Combee / 95	16' AL	Chevy w/ belt reduction
D-9	Airboat	FL1539NM	Combee / 88	14' FG	Chevy w/ belt reduction
D-10	Airboat	FL8118JE	Combee / 99	15' AL	Chevy w/ belt reduction
D-13	Airboat	FL0929MK	Alumitech / 03	15' AL	Chevy w/ belt reduction
D-14	Airboat	FL4435MX	Alumitech / 05	15' AL	Chevy w/ belt reduction
D-15	Airboat	FL2143MY	Alumitech / 05	15' AL	Chevy w/ belt reduction
D-16	Airboat	FL0716NA	Alumitech / 06	15' AL	Chevy w/ belt reduction
D-17	Airboat	FL6317NC	Alumitech / 06	15' AL	Chevy w/ belt reduction
D-18	Airboat	FL1381NE	Alumitech / 06	15' AL	Chevy w/ belt reduction
D-19	Airboat	FL3458NF	Alumitech / 08	15' AL	Chevy w/ belt reduction
D-21	Airboat	FL0840RZ	Alumitech/07	15'AL	Chevy w/ belt reduction
D-22	Airboat	FL9880NV	Alumitech/09	15'AL	Chevy w/ belt reduction
D-23	Airboat	FL8879NV	Alumitech/09	15'AL	Chevy w/ belt reduction
D-24	Airboat	FL1025NW	Alumitech/09	15'AL	Chevy w/ belt reduction
D-25	Airboat	FL1828NW	Alumitech/09	15'AL	Chevy w/ belt reduction
D-26	Airboat	FL0035PK	Alumitech/09	15'AL	Chevy w/ belt reduction
D-27	Airboat	FL1084PS	Alumitech/14	15'AL	Chevy w/ belt reduction
D-28	Airboat	FL1081P8	Alumitech/14	15'AL	Chevy w/ belt reduction
SO2	Airboat	FL7209LH	Combee / 83	12' FG	Subaru
SO3	Airboat	FL8118JE	Combee / 97	12' FG	Subaru
SO4	Airboat	FL0787ER	Combee / 84	12' FG	Subaru
SO5	Airboat	FL7205LH	Combee / 00	12' FG	Subaru
SO6	Airboat	FL5850LN	Combee / 01	10' FG	Subaru
SO7	Airboat	FL5049LU	Ricochet / 02	12' FG	Subaru
SO8	Airboat	FL1759MN	Combee / 04	11' FG	Subaru
SO9	Airboat	FL0211RN	Hmd / 04	11'FG	Subaru
SO11	Airboat	FL5593JF	Combee/99	12'FG	Subaru
T-1	Airboat	FL4085GF	Airgator/79	15' AL	Cadillac
T-2	Airboat	FL4086GF	Airgator / 79	15' AL	Cadillac
AA-1	Airboat	FL4132NZ	Alumitech/09	13' AL	Lycoming
AA-2	Airboat	FL9231NZ	Alumitech/09	13' AL	Lycoming
AA-4	Airboat	FL9685PC	Alumitech/10	13' AL	Lycoming
AA-5	Airboat	FL2251PK	Alumitech/10	13' AL	Lycoming
AA-6	Airboat	FL5275PK	Alumitech/10	13' AL	Lycoming
AA-7	Airboat	FL9185PK	Alumitech/10	13' AL	Lycoming
AA-8	Airboat	FL6123PP	Alumitech/14	13' AL	Lycoming
AA-9	Airboat	FL0884PR	Alumitech/14	13' AL	Lycoming
AA-10	Airboat	FL9523PP	Alumitech/14	13' AL	Lycoming
AA-11	Airboat	FL9526PP	Alumitech/14	13'AL	Lycoming
AA-12	Airboat	FL6241PR	Alumitech/14	13'AL	Lycoming
AA-13	Airboat	FL6238PR	Alumitech/14	13'AL	Lycoming
AA-14	Airboat	FL1187PV	Alumitech/15	13'AL	Lycoming
AA-15	Airboat	FL1209PV	Alumitech/15	13'AL	Lycoming
AA-16	Airboat	FL2095RB	Alumitech/16	13'AL	Lycoming
AA-17	Airboat	FL4112RB	Alumitech/16	13'AL	Lycoming
AA-18	Airboat	FL7096RB	Alumitech/16	13'AL	Lycoming
AA-19	Airboat	FL9271RB	Alumitech/16	13'AL	Lycoming
AA-20	Airboat	FL4830PF	Alumitech/11	12'AL	Lycoming
AA-21	Airboat	FL9134RG	Alumitech/17	13'AL	Lycoming
AA-22	Airboat	FL9140RG	Alumitech/17	13'AL	Lycoming
AA-23	Airboat	FL8637RH	Alumitech/17	13'AL	Lycoming
AA-24	Airboat	FL8540RH	Alumitech/17	13'AL	Lycoming
V-238	Carolina Skiff	FL4537LZ			

J-3	Carolina Skiff	FL2899NZ			
	Andros	FL1105PD			
KA-01	Airboat	FL5814RL	Alumitech/17	11'8AL	Kohler
Yellowfin	Yellowfin	FL3885RM	Yellowfin/18	21'9 Yellowfin	Mercury

All boats and trailers are in good to excellent condition.

All boats are equipped with either D30-50 or D30-100 gallon aquatic spray systems. The boats which crossover as transport boats have removable spray systems.

All airboats are equipped for either foliar or submersed sprays.

Twenty boats are cross utilized for granular applications.

Fifteen boats are cross utilized as transport boats.

All spray systems are in excellent working condition.

All boats are in excellent working condition.

**APPLIED AQUATIC MANAGEMENT, INC.
TRAILERS**

<u>NO.</u>	<u>VIN #</u>	<u>MANUF./YEAR</u>
AC-1	130037	COMB/1987
AC-2	4WASB1812B1000556	COMB/1981
AC-3	1RLAFCR15M1000047	CUST/1990
AC-4	4WASB2217J1000744	RAML/2018
AC-5	NOVIN000083303805	HMDE/1995
AC-6	NOVIN000083206775	HMDE/1995
AC-7	4WAAFCR1911000045	RAML/2001
AC-8	4WAAFCR1441000037	RLCT/2004
AC-9	4WAAFCR1551000050	HMDE/2005
AC-10	4WAAFCR1961000005	RLCT/2008
AC-11	4WAAFCR1461000011	RLCT/2008
AC-12	4WAAB2210H1000249	RAML/2017
AC-13	4WASB1310G1000411	RAML/2016
D-1	12148552601880338	AMER/1988
D-2	4WASB201X91000090	RLCT/2009
D-3	4WASB1520E1000704	RAML/2014
D-3B	1RLAFCR14P1000108	RAML/1993
D-4	4WAASDS1421000080	RLCT/2002
D-5	1RLAFCR19K1000114	RAML/1989
D-7	4WAAFCR1931000047	RLCT/2003
D-8	4WAAFCR1551000002	RLCT/2004
D-9	130038	COMB/1987
D-10	4WAAFCR12X1000042	COMB/1999

D-13	4WAAFCR1941000020	RLCT/2003
D-14	4WAAFCR1151000059	RLCT/2005
D-15	4WAAFCR1551000064	RLCT/2005
D-16	4WAAFCR1361000002	RLCT/2005
D-17	4WAAFCR1561000048	RLCT/2006
D-18	4WAAFCR1161000046	RLCT/2006
D-19	4WAAFCR1361000047	RLCT/2006
D-20	4WAAFCR1X61000045	RLCT/2006
D-21	4WAASDS1381000015	RLCT/2007
D-22	4WASB201891000054	RLCT/2009
D-23	4WASB201X91000055	RLCT/2009
D-24	4WASB201391000057	CUST/2009
D-25	4WASB201191000056	RLCT/2009
D-26	4WASB1817D1000006	RLCT/2012
D-27	4WASB1527E1000540	RLCT/2014
D-28	4WASB1529E1000538	RLCT/2014
SO2	NOVIN000080563662	HMDE/1981
SO3	4WAAFCR12V1000037	RAML/1996
SO4	84271	HMDE/1984
SO5	NOVIN0200098360	HMDE/2000
SO-6	4WAAFCR1441000071	HMDE/2004
SO7	4WAAFCR1731000029	RLCT/2003
SO8	4WAAFCR1241000053	RLCT/2004
SO9	4WAAFCR1161000015	RLCT/2006
SO11	4WAAFCR1X11000006	RLCT/2001
T-1	NOVIN000081896255	HMDE/1990

T-2	4WAAFCR1161000077	HMDE/2006
J-2	1M5BA161731E88827	MAGI/2003
J-3	1M5BB1814A1E55470	MAGI/2010
V-238	40ZBP23133F098264	PERM/2003
KA-01	4WASB2210J1000584	RLCT/2018
Yellowfin Trailer	4DJAB2119JAO14863	Yellowfin/18
A-2	1E9AL121XGL252031	EMES/2009
A-4	27501206100032310	TCTC/2003
A-5	1E9AL12144L252510	EMER/2004
A-6	303234	SHOR/1987
A-7	4RDRU1010TL000096	TROP/1996
A-8	CC110400835	HMDE/2004
A-9	83139	REGA/1982
A-10	NOVIN000082737214	HMDE/1994
A-11	NOVIN000081420194	UTIL/1982
A-12	1E9AL12164L252511	EMER/2004
A-13	02209514	HMDE/1995
A-14	NOVIN0200244318	HMDE/2002
A-15	1E9AL12184L252509	EMER/2004
A-16	TNT0208U01105	PATT/2008
A-17	1E9VL121X8L252065	EMES/2008
A-18	1E9VL12118L252066	EMES/2008
A-19	NOVIN0200244316	HMDE/2002
A-20	1E9VL121BL252035	EMES/2011
A-21	1E9VL1212BL252036	EMES/2011
A-22	1E9EL1215EA252155	EMES/2014

A-23	1E9EL1217EA252156	EMES/2014
A-24	1E9AL1214FA252540	EMES/2015
A-25	1E9AL1217FA252541	EMES/2015
A-26	1E9AL1211FA252542	EMES/2015
A-27	1E9AL1215GA252399	EMES/2017
AA-1	4WASB1810A1000523	RLCT/2009
AA-2	4WASB818A1000527	RLCT/2010
AA-4	4WASB1814B1000526	RLCT/2011
AA-5	4WAAFCR1061000037	RLCT/2010
AA-6	4WAAFC114X1000043	RLCT/2010
AA-7	4WASB1314F1000250	RLCT/2015
AA-8	4WASB2223E1000268	RLCT/2014
AA-9	4WASB2221E1000267	RLCT/2014
AA-10	4WASB2222E1000326	RLCT/2014
AA-11	4WASB2224E1000327	RLCT/2014
AA-12	4WASB1317E1000399	RLCT/2014
AA-13	4WASB1315E1000398	RLCT/2014
AA-14	4WASB1318F1000090	RLCT/2015
AA-15	4WASB131XF1000091	RLCT/2015
AA-16	4WASB1313G1000175	RLCT/2016
AA-17	4WASB1317G1000177	RLCT/2016
AA-18	4WASB1319G1000178	RLCT/2016
AA-19	4WASB1315G1000176	RLCT/2016
AA-20	4WASB2215J1000788	RAML/2018
AA-21	4WASB2214H1000324	RAML/2017
AA-22	4WASB2210H1000322	RAML/2017

AA-23	4WASB2219H1000321	RAML/2017
AA-24	4WASB2212H1000323	RAML/2017
B-2	SNCC1T0400835	HMDE/2000
B-3	187BB2215J1003012	BARO/1989
B-4	TNT1107E01086	PATT/2007
B-5	TNT1111E01341	PATT/2011
B-6	FLT6002AH	2015/HMDE
B-7	TNT0116U01645	PATT/2016
B-8	TNT0318E01658	PATT/2016
B-9	TNT0318E01797	PATT/2018
Big Tex	16VGX3526H6061601	Big Tex/2017
NT-1	NOVIN0200533548	HMDE/2004
NT-2	FLT5536BB	ASPT/1989
CARGO 1	1WC200D19S3032851	WELL/1995
CARGO 2	1WC200D15S3032050	WELL/1995
CARGO 3	4FPFB1012XG032575	WELL/1995
CARGO 4	4FPFB12174G087760	PACE/2004
CARGO 5	1E93S1018RC103291	EXPR/1994

Applied Aquatic Management, Inc. Additional Equipment

All Terrain Vehicles:

R	0303	2003	Polaris Ranger 4WD	4XARO50A42D149645
R	0402	2004	Polaris Ranger 4WD	4XARD50AX4D163388
R	0403	2004	Polaris Ranger 4WD	4XARD50A44D438902
R	0601	2006	Polaris Ranger 4WD	4XARD50A86D031412
R	0901	2009	Polaris Ranger 4WD	4XAHH50AX92870672
X	0602	2006	Polaris Sportsman 6WD	4XACL50A764811216
X	0701	2007	Polaris Sportsman 6WD	4XACL50S874112386
X	0702	2007	Polaris Sportsman 6WD	4XACL50A874114945
X	1201	2011	Polaris A11CE76AA Sprayer Equipped	4XACF76A08B398748
X	1202	2011	Polaris A11CE76AA Sprayer Equipped	4XACF76A48B076288
BR	1301	2013	Honda 2013 MUV700D Sprayer Equipped	3H1VE0106DD400865
BR	1302	2013	Honda 2013 MUV700D Sprayer Equipped	3H1VE0102DD403319
BR	1303	2013	Honda 2013 MUV700D Sprayer Equipped	3H1VE0115DD400519
X	1401	2014	Polaris 2014 A14CF76AA Sprayer Equipped	4XACF76A7EB169925
X	1402	2014	Polaris 2014 A14CF76AA Sprayer Equipped	4XACF76A6EB190183
HR1401		2014	Honda 2014 420FM2E Sprayer Equipped	1HFTE40D8E4002142
HF1401		2014	Honda 2014 TRX500FE2E Sprayer Equipped	1HFTE44H7E4002341
CA1501		2015	Can-Am 2015 5NFB 6X6 Sprayer Equipped	3JBRKAJ26FJ000053
CA1502		2015	Can-Am 2015 5NFB 6X6 Sprayer Equipped	3JBRKAJ2XFJ000265
CA1503		2015	Can-Am 2015 5NFB 6X6 Sprayer Equipped	3JBRKAJ24FJ000259
CA1505		2015	Can-Am 2015 5NFB 6X6 Sprayer Equipped	3JBRKAJ20FJ000260
CA1508		2015	Can-Am 2015 5NFB 6X6 Sprayer Equipped	3JBRKAJ23FJ000284
CA1508		2015	Can-Am 2015 5NFB 6X6 Sprayer Equipped	3JBRKAJ22FJ000387

CA1509	2015	Can-Am	2015 5NFB 6X6 Sprayer Equipped	3JBRKAJ24FJ000374
CA1510	2015	Can-Am	2015 5SFE 6X6 Sprayer Equipped	3JBRKAP22FJ000204
CA1511	2015	Can-Am	2015 5NFB 6X6 Sprayer Equipped	3JBRKAJ23FJ000348
CA1512	2015	Can-Am	2015 5NFB 6X6 Sprayer Equipped	3JBRKAJ26FJ000327
CA1513	2015	Can-Am	2015 5NFB 6X6 Sprayer Equipped	3JBRKAJ25FJ000349
CA1514	2015	Can-Am	2015 5SFF 6X6 Sprayer Equipped	3JBRKAP23FJ000695
CA1515	2015	Can-Am	2015 5SFE 6X6 Sprayer Equipped	3JBRKAP21FJ000534
CA1516	2015	Can-Am	2015 5SFE 6X6 Sprayer Equipped	3JBRKAP2XFJ000578
CA1701	2017	Can-Am	2017 1GHA 6X6 Sprayer Equipped	3JBRGAJ27HJ000115
CA1702	2017	Can-Am	2017 1GHA 6X6 Sprayer Equipped	3JBRGAJ24HJ000122
CAD1801	2017	Can-Am	2018 8CJB SXS Sprayer Equipped	3JBUKAP42JK000282

Spray Systems:

- (9) Split 50 gallon Ranger mounted spray units
- (20) 50 gallon 6x6 ATV mounted spray units
- (3) 300 gallon split truck spray systems
- (10) 55 gallon split tank boat systems
- (4) 550 gallon split truck spray systems
- (66) 100 gallon aquatic spray systems

Boats & Buggies:

J-2 Skiff	2001 EKH Carolina Skiff—Fiberglass	EKHE3450B101
J-3 Skiff	2009 EKH Carolina Skiff—Fiberglass	EKHG5539G909
V238 Skiff	2003 EKH Carolina Skiff—Fiberglass	EKHX1310I203
SB-1—Buggy Custom Chassis		
SB-2—Buggy Chevy Chassis		
SB-3—Buggy Custom Chassis		

2017 Tractor w/ Palletfork w/Root Rake

EXPERIENCE FORM

For the purpose of this Experience Form, experience on public or non-profit conservation lands will be considered as appropriate experience; however, lawn care, golf course maintenance, or road and powerline rights-of-way work will not be accepted.

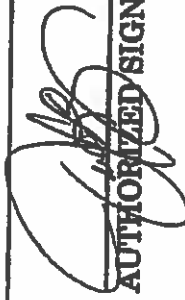
	<u>Identify the name of each conservation land (e.g., Yonahlian Dickinson State Park) where vegetation management work was completed in the past 3 years, including acreage</u>	<u>List up to 8 Species/Treatment Methods (e.g., Xytridium/Foliar)</u>	<u>Acres Traveled and Treated</u>
1	Allapattah A&B	Hyacinth/Lettuce Mix, Melaleuca, Nutsedge Foliar, hack/squirt	7,414.98
2	Archbold Mary's Creek	Torpedo Grass, Cattails, Primrose Willow Foliar	523
3	B&E Ranch	Australian Pine, Brazilian Pepper, Cogon Grass Basal Bark, foliar, handpull	744.60
4	Blackwater Plantation	Chinese Tallow, Old World Climbing Fern Foliar	984
5	Bluehead Ranch	Brazilian Pepper, Cogon Grass, Melaleuca Basal bark, foliar, handpull	1,263.98
6	Conservation Funds	Brazilian Pepper, Cogon Grass, Melaleuca Basal bark, foliar, handpull	691
7	Crooked Lake	Brazilian Pepper, Chinese Tallow, Cogon Grass Basal bark, foliar	744.75
8	Doyle Carlton	Cogon Grass, Tropical Soda Apple, Old World Climbing Fern Foliar, basal bark	377.75

9	Jacksonville Harbor	Chinaberry, Chinese Tallow, Cogon Grass Foliar, basal bark	617
10	KCOL	Hyacinth/Lettuce Mix, Hydrilla, Primrose Willow Foliar	15,545.79
11	Lake Monroe	Hyacinth/Lettuce Mix, Ludwigia spp., Primrose Willow Foliar	186.25
12	Martin County Audubon	Brazilian Pepper, Old World Climbing Fern Basal bark, foliar, backpack	266
13	Moore Haven Campground	Brazilian Pepper, Lead Trees, Cogon Grass Basal bark, handpull, foliar	2,494
14	Okeechobee Waterway	Australian Pine, Melaleuca, Cogon Grass Foliar, hack/squirt	831.50
15	Old Sportsman	Australian Pine, Napier Grass, Melaleuca Foliar, basal bark, hack/squirt	2,247.90
16	Picayaune	Cattails, Torpedo Grass, Cogon Grass Foliar	12,136.70
17	Scarborough	Brazilian Pepper, Hyacinth/Lettuce Mix, Tropical Soda Apple Basal bark, foliar	191.50
18	Site 1	Australian Pine, Brazilian Pepper, Melaleuca Basal bark, foliar, hack/squirt	279.50
19	St. John's	Ludwigia spp., Hyacinth/Lettuce Mix, Primrose Willow Foliar	609.75
20	STA's	Hyacinth/Lettuce Mix, Pennywort, Spatterdock Foliar	10,463.74
21	SY Hart	Brazilian Pepper, Cogon Grass, Old World Climbing Fern Foliar	1,186.25

22	Tampa DMMA	Brazilian Pepper, Cogon Grass, Lead Trees Foliar, backpack, basal bark	1,008.25
23	Tippen Bay	Brazilian Pepper, Chinese Tallow, Cogon Grass Basal bark, foliar	377.75
24	Varn	Brazilian Pepper, Chinese Tallow, Cogon Grass Basal bark, foliar	640.79
25	WCA's	Metaleuca, Old World Climbing Fern, Wright's Nut Rush Hack/squirt, foliar	276,810
26	Wolf Island	Brazilian Pepper, Willow, Old World Climbing Fern Basal bark, foliar, backpack	372.51
27	4D-Citrus	Brazilian Pepper, Cogon Grass, Old World Climbing Fern Basal bark, foliar, backpack	424.25

Applied Aquatic Management, Inc.

CONTRACTOR NAME


AUTHORIZED SIGNATURE

Applied Aquatic Management, Inc.
Overview/Qualifications
History, Experience & Staffing Resources

Since 1981, Applied Aquatic Management, Inc., (AAM) has provided innovative and effective water management services, selective vegetation control, wetland management and exotic weed control. AAM has clients throughout the state of Florida that include individuals, developers, homeowners associations, golf courses, mobile home communities, utilities, local, state and federal government agencies and industry. Our experienced staff of professional applicators provides unique knowledge along with advanced equipment to manage all types of waterway, right of way, wetland and upland systems.

Originating as a one man operation then progressing over time to our present staff of 128. AAM has especially grown as a result of an increased demand by governmental entities for outsourcing our type of services; aquatic and exotic vegetation management. We have established a reputation as the leader in the industry.

AAM takes pride in the reliable, diligent, efficient personnel employed. Employees are educated and licensed in the application and handling of herbicides. Presently AAM employs eighty three licensed applicators in the Aquatic, Natural Areas and Right-of-Way categories. Applicators are certified by the Florida Department of Agriculture and Consumer Services. All applicators receive continuing education annually to keep up with today's regulatory environment. AAM employees have received numerous industry awards and recognition for outstanding service and leadership.

AAM is equipped with a fleet of 51 airboats and 85 transport/spray trucks. These airboats and spray trucks are equipped with modern spray systems designed specifically for aquatic and/or terrestrial herbicide applications. AAM has available a wide variety of boats for use in small ponds and/or large lakes and multiple truck mounted systems for use in industrial settings and ditch herbiciding. Other available equipment includes a fleet of four and six wheeled as well as tracked ATV's, and swamp buggies all equipped with state of the art spray equipment designed to provide the most effective and cost efficient management services in all types of terrain.

AAM provides extensive exotic species control in natural areas to the State and Federal Government. Our customers include South Florida Water Management District, Department of the Interior, St. Johns River Water Management District, Florida Fish Wildlife and the U.S. Army Corps of Engineers. Areas managed include the numerous Save our Rivers Tracts, Water Conservation Areas, Everglades National Park, Big Cypress National Preserve, as well as various State parks. The management programs provided by AAM are second to none in the industry. A systematic treatment approach is utilized to eradicate existing nuisance exotic species without negatively impacting native flora and fauna. AAM has been highly commended on this type of service and continues to lead the industry in new and advanced treatment methods. AAM has controlled more acres of exotic species than any other private company in the State of Florida. Exotics species controlled include Melaleuca, Brazilian pepper, Cogon grass, etc.

AAM has the extensive experience of providing aquatic management services by controlling aquatic weeds in Power Plant Cooling Systems and Industrial Return Water Systems. Currently, AAM provides treatment programs for over 2500 acres of cooling and return water systems. These programs maintain function of each system without degrading any internal or external environmental factors associated with the systems.

AAM provides annual water management programs to over 600 clients. Typical clients include: private pond owners, corporations, developers, homeowners associations, golf courses, mobile home communities and municipal boards/commissions. These programs provide cost effective solutions to keeping lakes, ponds and other waterways aesthetically pleasing year round. A group of well-trained professionals provide monthly, quarterly or semi-annual maintenance to ponds, lake and waterways throughout the state of Florida.

**WADE L. PHARIS
VICE PRESIDENT**

CERTIFIED AQUATIC PESTICIDE APPLICATOR

EDUCATION:

Graduate of Bartow High School 1975

PROFESSIONAL ASSOCIATIONS AND ACTIVITIES:

Florida Aquatic Plant Management Society
Applicator of the Year Award 1986-87

LICENSES:

Florida Pesticide Applicators License
Aquatic, Right of Way and Natural Areas Categories #CM6118

SUMMARY OF EXPERIENCE:

Mr. Pharis has been in the employ of Applied Aquatic Management, Inc., since April of 1983. He directs operations in the absence of Paul and/or PJ Myers and is a vital link to daily operations. Mr. Pharis routinely conducts aquatic plant surveys, recommends the appropriate herbicide and rates for control and maintenance of the waters surveyed. He provides supervision and direction on all projects to which he is assigned. Mr. Pharis has worked on numerous aquatic vegetation management projects in the State of Florida, Alabama and Georgia. Specifically he has worked on governmental projects for SFWMD, SJRWMD, FDEP, USACE and Valencia Water Control District. He provides aquatic plant management services to a large number of industrial and commercial clients. Mr. Pharis has worked on mitigation maintenance projects for numerous industrial clients, Florida Department of Transportation, Turnpike District, Valencia Water Control District and routinely services a large number of commercial accounts involving maintenance and eradication of exotics.

PAUL C. MYERS, JR.
PRESIDENT, AGRONOMIST

EDUCATION:

Bachelor of Science Degree in Agronomy
University of Florida, 1996

PROFESSIONAL ASSOCIATIONS AND ACTIVITIES:

Aquatic Plant Management Society Board 2004-2007
Florida Aquatic Plant Management Society, President 2002-2003
Florida Aquatic Plant Management Society Board 2000-2003
Alpha Gamma Rho Fraternity
Aircraft Owners and Pilots Association

LICENSES:

Florida Pesticide Applicators License
Aquatic and Natural Areas Categories #CM9899

Georgia Pesticide Applicators License
Aquatic and Right of Way Categories #06719

Alabama Pesticide Applicators License
Aquatic and Right of Way Categories #3594

Mississippi Pesticide Applicators License
Aquatic and Right of Way Categories #6137

SUMMARY OF EXPERIENCE:

Mr. Myers has been in the employ of AAM since 1984. He began as "shop boy," washing and servicing equipment. At the age of eighteen he began field work as a licensed herbicide applicator working in all aspects of AAM's scope of services. Currently he is serving as President. He provides administration and direction over all projects.

TELLY RYAN SMITH

CERTIFIED AQUATIC PESTICIDE APPLICATOR

EDUCATION:

1995 Graduate of Auburndale High School

PROFESSIONAL ASSOCIATIONS AND ACTIVITIES:

Florida Aquatic Plant Management Society

LICENSES:

Florida Pesticide Applicators License
Aquatic and Natural Areas Categories #CM15057

SUMMARY OF EXPERIENCE:

Mr. Smith has been in the employ of Applied Aquatic Management, Inc., since July 2001. He works with Mr. Pharis servicing a wide variety of routine accounts. Mr. Smith also conducts surveys of aquatic plants and provides proposals for routine accounts. He acts as supervisor in the absence of Wade Pharis. He is assigned to large scale projects when the need demands. He has worked on projects for the FDEP, USACE and mitigation maintenance and eradication projects throughout the state of Florida.

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 9958

CLASS: A

EXPIRES: 9/30/2019

OWNER NAME
LINDA W MYERS - PRES

LOCATION
4305 BOMBER RD
BARTOW

BUSINESS NAME AND MAILING ADDRESS

CODE ACTIVITY TYPE
810000 LTD OTHER SERVICES

APPLIED AQUATIC MANAGEMENT INC

P O BOX 1469
EAGLE LAKE, FL 33839-1469



PROFESSIONAL LICENSE (IF APPLICABLE)

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE
CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID-1204597.0001-0001 07/31/2018 07/30/2018 MHH 12 31.50

TC30

"Original"



Response to Invitation to Bid

City of Port Orange

Aquatic Plant Management Services

Request for proposal No. ITB #18-19

Prepared for:

City of Port Orange City Clerk's Office

Attn: Joseph Castro

Buyer

Finance Department

1000 City Center Circle

Port Orange, Florida 32129

©2018 SOLitude Lake Management

6180 Idlewild Street

Fort Myers, FL 33966

Phone: (888) 480-5253

FAX: (888) 358-0088

info@solitudelake.com

www.solitudelakemanagement.com

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor's Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Statement of Vendor's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Vendor Equipment List
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flashdrive) version in PDF format.

[Remainder of this page left intentionally blank]

FORM 7.2 – 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):

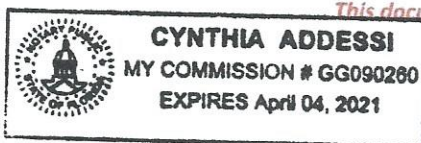
Solitude Lake Management 6180 Idlewild St
NAME OF BUSINESS MAILING ADDRESS
William R Kurth FL 33966
AUTHORIZED SIGNATURE CITY, STATE & ZIP CODE
William Kurth, Director of Lake Management 888-480-5253/888-358-0098
NAME, TITLE, TYPED Florida TELEPHONE NUMBER / FAX NUMBER
54-1940110 Bkurth@solitudelake.com
FEDERAL IDENTIFICATION # E-MAIL ADDRESS
STATE OF FLORIDA COUNTY OF LEE

The foregoing instrument was acknowledged before me this day of Aug 17 Th, 20 18 by William R Kurth, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Cynthia Adessi
Notary Public

This document must be completed and returned with your Submittal



ITB 18-19

FORM 7.3 – 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: 8/14 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."

Solitude Lake Management
Name of Business

By:

Printed

Title:

Name:

WILLIAM R. KURTH

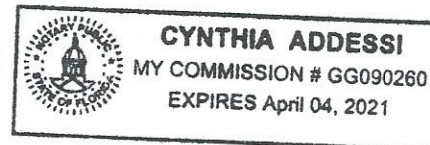
Director of Lake Mgt. FL

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 17th day of AUGUST, 2018 by
WILLIAM R. KURTH as DIRECTOR OF LAKE MGMT-FL of
SOLITUDE Lake Management, LLC and who:
(NAME) (TITLE) (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:

Cynthia Adessi

This document must be completed and returned with your Submittal

FORM 7.4 – 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.

Solitude Lake Management
Name of Business
By: William R. Kurth
Printed Name: WILLIAM R. KURTH
Title: Director of Lake Mgt. FL

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 17th day of AUGUST, 2018 by
WILLIAM KURTH as Director of Lake Mgmt, FL of
Solitude Lake Management, LLC and who:
(NAME) (TITLE) (NAME OF ORGANIZATION)

[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 FLORIDA
Printed, typed or stamped name, commission and expiration:

Cynthia Adessi

FORM 7.5 – 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 William Kurth, who, being by me firstduly sworn, made the following statement:

1. The business address of 6180 Idlewild St Ft Myers, FL 33904 (name of Offeror or business) is Solitude Lake Management, LLC.
2. My relationship to Solitude Lake Management, LLC (name of Offeror or business) is Director of Lake Mgmt-FL and Resident Agent (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 nolocontendere.
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.)

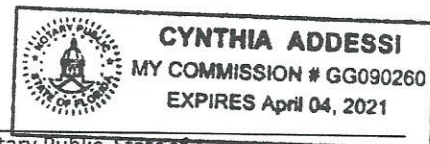
Solitude Lake Management
Name of Business
By: William R Kurth
Printed Name: WILLIAM R. KURTH
Title: Director of Lake Mgt. FL

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 17th day of AUGUST, 2018 by WILLIAM KURTH as Director of Lake Mgmt-FL of Solitude Lake Management, LLC and who:

[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:

Cynthia Adessi

FORM 7.6 – 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: Solitude Lake Management

SIGNED BY: William R. Kurth
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: WILLIAM R. KURTH

TITLE: Director of Lake Mgt. FL

ADDRESS: 6180 Idlewild St

CITY: Fort Myers STATE: FL ZIP CODE: 33966

TELEPHONE: 888 400 5253 FAX: 888-358-0088

COMPLETION TIME: _____

F.E.I.N. NUMBER: 54-1940110

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 7.7 – 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 7.7 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. Solitude Lake Management
- B. Permanent main office address. 6180 Idlewild St Ft. Myers FL 33966
- C. Date organized. 1998
- D. If a corporation, where incorporated. Delaware
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 20
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See Attached
- G. General character of work performed by your company. See Attached
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See Attached
- K. List your major equipment currently owned or leased. See Attached
- L. Experience in work similar to this type of project. See Attached
- M. Background and experience of the principal members of your organization, including the officers. See Attached
- N. Credit currently available: \$ Credit available through our parent co by intercompany loans.
- O. Give bank reference: Pinnacle Financial Partners
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
We are owned by a public company and the financial statements are available at www.rentokit-initial.com under the investor section. We will provide any other information requested.

This document must be completed and returned with your Submittal

(Form 7.7 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.

Solitude Lake Management
Name of Business
By: William R Kurth
Printed Name: WILLIAM R. KURTH
Title: Director of Lake Mgt. FL

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 17th day of AUGUST, 2018, by
WILLIAM KURTH, as Director of Lake Mgmt-FL
of SOLITUDE Lake Management, LLC 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: Cynthia Adessi



This document must be completed and returned with your Submittal

FORM 7.8 – 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: LPGA
Contact Person: John Lammrigh
City, State: Daytona Beach, FL
Telephone Number: 386-274-5963
Email Address: john.lammrigh@lpgainternational.com
Description of goods or
Services provided: Lake maintenance
Contract Amount: 2003 - Present
Start/End Date of Contract: \$23,400
2. Company Name: Reunion Resort Golf & Country Club
Contact Person: Ron Sharps
City, State: Orlando, FL
Telephone Number: 407-396-3700
Email Address: rsharps@reunionresort.com
Description of goods or
Services provided: Lake Maintenance
Contract Amount: \$14,040
Start/End Date of Contract: 2010 - Present
3. Company Name: The Ritz-Carlton Golf Club
Contact Person: Andy Ragsdale
City, State: Orlando, FL
Telephone Number: 407-383-8774
Email Address: andy.ragsdale@ritzcarlton.com
Description of goods or
Services provided: Lake maintenance
Contract Amount: \$18,660.00
Start/End Date of Contract: 2003 - Present

This document must be completed and returned with your Submittal.

Customer Reference List

Central Florida

Avila Golf & Country Club

Private Golf Club
Tampa, FL
Mike Slack
Golf Course Superintendent
813-909-2160
mslack@avilagolf.com

Interlachen Country Club

Private Golf Club
Winter Park, FL
Stuart Leventhal
Golf Course Superintendent
407-657-0850, Ext. 299
sleventhal@interlachenccl.com

Four Seasons Resort Orlando

Golf Resort
Lake Buena Vista, FL
Rusty Wilson
Golf Course Superintendent
972-877-0205
rusty.wilson@fourseasons.com

Grand Cypress Resort and Golf Club

Golf Resort
Orlando, FL
Todd Walsworth
Superintendent
352-988-7288
twalsworth@grandcypress.com

Bay Hill Country Club and Lodge

Golf Resort
Orlando, FL
Chris Flynn
Director of Grounds
407-876-2402
cflynn@bayhill.com

The Ritz-Carlton Golf Club® Orlando, Grande Lakes

Luxury Golf Resort
Orlando, FL
Andy Ragsdale
Superintendent
407-383-8774
andy.ragsdale@ritzcarlton.com

Timber Pines Country Club

Golf Community
Spring Hill, FL
Scott Corwin
Director of Golf Course & Landscape Maintenance
352-666-2333
scorwin@timberpines.com

TCP at Tampa Bay

Golf Course
Lutz, FL
Jason Kubel
Superintendent
813-949-0092
jkubel@heritagegolfgroup.com

LPGA

Golf Course
Daytona Beach, FL
John Lammrith
Superintendent
386-274-5963
john.lammrith@lpgainternational.com

Concession Golf Club

Golf Club
Bradenton, FL
Terry Kennelly
Golf Course Superintendent
941-322-1386
tkennelly@concessiongolfclub.com

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Reunion Resort

Golf & Country Club
Orlando, FL
Ron Sharps
Superintendent
407-396-3700
rsharps@reunionresort.com

Cory Lakes

Community
Tampa, FL
Cleo Crismond
Assistant Regional Manager
239-989-2939
crismond@whhassociates.com

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

FORM 7.9 – 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): ITB #18-19

BUSINESSNAME: Solitude Lake Management

CONTACTPERSON/TITLE: Bill Kurth / Director of Lake Management, FL

MAILINGADDRESS: 6180 Idlewild St

CITY-STATE-ZIP: Altamonte, FL

Length of Time at Address Provided: 339666

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): 54-1940110

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☒ Partnership ☐ Sole Proprietorship

☐ Other (Specify):

PHONE NUMBER: 888-420-5053 FAX: 888-358-0088

EMAIL: BKurth@SolitudeLake.com

****Please attach 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 WILLIAM KURTH who, after being sworn according to law, stated that he or she was authorized to represent Solitude Lake Management to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Cynthia Adnessi

SIGNATURE OF NOTARY PUBLIC

THIS 17th DAY OF AUGUST, 2018

My Commission Expires:

William R Kurth 8-17-18

SIGNATURE OF AFFIANT

DATE

WILLIAM R. KURTH

PRINTED NAME OF AFFIANT/TITLE

Director of Lake Mgmt FL

COMPANY

Solitude Lake Management, LLC

NOTARY SEAL



CYNTHIA ADDESSI

MY COMMISSION # GG090260

EXPIRES April 04, 2021

This document must be completed and returned with your Submittal

CERTIFICATION OF A RESOLUTION
OF THE DIRECTORS OF
SOLitude Lake Management , LLC

I, Bruce Gelting, Being first duly sworn, depose and say that I am the Secretary of SOLitude Lake Management, LLC., a company organized and existing under the laws of the State of Delaware (hereinafter referred to as "the Company"), that I have custody of the books and records of the Company, and that by the unanimous consent of the Directors of SOLitude Lake Management, LLC., pursuant to Section 607.0821 of the Florida Statutes, that the following resolutions are adapted:

"WHEREAS, pursuant to Section 607.0821 of the Florida Statutes and Article III. M. of the Bylaws of the Company it is deemed desirable and in the best interests of the Company that the following actions be taken by Company pursuant to this Written Consent.

NOW, THEREFOR, BE IT RESOLVED that the undersigned Officer of the Company hereby consents to and approves and adapt the following:

RESOLVED, that effective as of the execution of these resolutions that William R. Kurth, in his capacity as Regional Director of the Company is hereby authorized on behalf of SOLitude to execute contracts for services between the Company and any current or future customer of the Company up to \$200,000, and be it Further Resolved that William R. Kurth is also authorized to execute any and all documents and certificates , as shall be necessary or advisable, to carry out the purposes of the prior resolution.

RESOLVED FURTHER, that any actions taken by William R. Kurth prior to the date of the foregoing resolutions adopted hereby are within the authority conferred thereby and are hereby ratified, confirmed and approved as the acts and deeds of the company"

I further certify that the foregoing resolutions are in full force this date without rescission medication or amendment.

IN WITNESS WHEREOF, I have hereunto set my hand on this 19th day of January, 2018



Bruce Gelting, Secretary



"ATTACHMENT 1" ITB 18-19 SCHEDULE OF UNIT PRICING BID FORM
CITY OF PORT ORANGE - AQUATIC PLANT MANAGEMENT SERVICES

ITB # 18-19

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: Solitude Lake Management
CONTACT PERSON: Bill Kurth
EMAIL ADDRESS: bkurth@solitudelake.com
AUTHORIZED SIGNATURE:

This document must be completed and returned with your Submittal

TREATMENT AREA	Approx Acreage	No. of annual visits	Treatment Schedule	Unit Cost	Annual Cost
AUTUMN TRAIL	1.15	10	No treatments Dec. or Feb.	\$ 34.50	\$ 345.00
CROSS CREEK/SECRET RIVER TRAIL	1.42	12	Monthly	\$ 42.60	\$ 511.20
HIDDEN LAKES/HIDDEN LAKES DRIVE	6.00	10	No treatments Dec. or Feb.	\$ 180.00	\$ 1,800.00
WILLOW RUN SUB/THOMASINA DR	0.15	10	No treatments Dec. or Feb.	\$ 30.00	\$ 300.00
WILLOW RUN SUB/TRACY DR	0.10	6	May, July, Sept, Nov, Jan, March	\$ 30.00	\$ 180.00
WILLOW RUN SUB/HARMS WAY	0.25	6	May, July, Sept, Nov, Jan, March	\$ 30.00	\$ 180.00
SOUTHERN OAKS/SQUIRREL NEST LANE	0.10	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 30.00	\$ 480.00
GATEWOOD/OAK FOREST CIRCLE	0.15	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 30.00	\$ 480.00
FOXBORO/MILES DRIVE	1.00	24	Twice monthly	\$ 30.00	\$ 720.00
DEEP FOREST & FOXBORO/SANDLEWOOD DR	1.20	24	Twice monthly	\$ 36.05	\$ 865.44
FOXBORO/CROWN LANE	0.50	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 30.00	\$ 480.00
THE SETTINGS/ALSTRUM DRIVE	0.40	12	Monthly	\$ 30.00	\$ 360.00
BENT OAKS/WHIPPOORWILL DR	0.20	12	Monthly	\$ 30.00	\$ 360.00
LONE OAK/LONE OAK DRIVE	3.00	12	Monthly	\$ 90.00	\$ 1,080.00
CENTRAL PARK/CENTRAL PARK BLVD.	3.50	12	Monthly	\$ 105.00	\$ 1,260.00
WINTER PARK/PELHAM DR	0.67	12	Monthly	\$ 30.00	\$ 360.00
FALCON CREST/CHAMPAGNE CIRCLE	0.40	12	Monthly	\$ 30.00	\$ 360.00
CITY HALL/CITY CENTER CIRCLE	3.00	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 90.00	\$ 1,440.00
AMBER VILLAGE/AMBER CIRCLE	0.10	6	May, July, Sept, Nov, Jan, March	\$ 30.00	\$ 180.00
FIRE STATION #5	0.60	12	Monthly	\$ 30.00	\$ 360.00
JACKSON STREET PARK	5.20	16	Monthly, 2x in June, Jul, Aug, Sept	\$ 156.00	\$ 2,496.00
FIRE STATION #2	0.30	12	Monthly	\$ 30.00	\$ 360.00
MONROE STREET	0.25	12	Monthly	\$ 30.00	\$ 360.00
LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINKED BY PIPE; DAGWOOD CIR, LOCUST AND FDOT POND ON SP CREEK RD	3.44	12	Monthly	\$ 103.20	\$ 1,238.40
BAYWOOD AVE	1.00	12	Monthly	\$ 30.00	\$ 360.00
SOUTHWINDS	4.00	12	Monthly	\$ 120.00	\$ 1,440.00
NIXON LANE	1.00	12	Monthly	\$ 30.00	\$ 360.00
CANALVIEW BLVD	2.00	12	Monthly	\$ 60.00	\$ 720.00
SUGAR GROVE/SUGAR GROVE COURT	1.00	12	Monthly	\$ 30.00	\$ 360.00
BUSCHMAN PARK	5.40	12	Monthly	\$ 162.00	\$ 1,944.00
ORANGE BLVD	1.00	12	Monthly	\$ 30.00	\$ 360.00
SPRUCE CREEK RD @ ACORN LN	1.00	12	Monthly	\$ 30.00	\$ 360.00
FIRE STATION #4 (AIRPORT RD)	1.00	12	Monthly	\$ 30.00	\$ 360.00
COMMONWEALTH/WESTRIDGE	0.50	12	Monthly	\$ 30.00	\$ 360.00
NOVA ROAD POND #1 (2 PONDS)	0.50	12	Monthly	\$ 30.00	\$ 360.00
NOVA ROAD POND #2	5.00	12	Monthly	\$ 150.00	\$ 1,800.00
NOVA ROAD POND #3 (2 PONDS)	6.00	12	Monthly	\$ 180.00	\$ 2,160.00
NOVA ROAD POND #4	12.00	12	Monthly	\$ 360.00	\$ 4,320.00
NOVA ROAD POND #5	3.50	12	Monthly	\$ 105.00	\$ 1,260.00
HIDDEN VILLAGE	0.15	12	Monthly	\$ 30.00	\$ 360.00
COMMONWEALTH/FREDERICK	0.50	12	Monthly	\$ 30.00	\$ 360.00
RENEGADE LANE DITCH	0.30	12	Monthly	\$ 30.00	\$ 360.00
FARMBROOK RETENTION POND	0.70	12	Monthly	\$ 30.00	\$ 360.00
DEVON STREET RETENTION POND	0.33	12	Monthly	\$ 30.00	\$ 360.00
ALL CANAL SECTIONS COMBINED	28.00	12	Monthly	\$ 840.00	\$ 10,080.00
SOUTHPORT RETENTION	0.79	12	Monthly	\$ 30.00	\$ 360.00
SLEEPY HOLLOW RETENTION POND	1.75	12	Monthly	\$ 52.50	\$ 630.00
SUMMERTREES RD TETENTION POND	0.33	12	Monthly	\$ 30.00	\$ 360.00
AIRPORT ROAD RETENTION POND	0.95	12	Monthly	\$ 30.00	\$ 360.00
DUNLAWTON/SP CREEK RD FDOT POND (WEST SIDE OF SP CREEK RD)	0.20	12	Monthly	\$ 30.00	\$ 360.00
WEST BAYSHORE DR RETENTION POND	0.80	12	Monthly	\$ 30.00	\$ 360.00
CAUSEWAY FDOT POND	0.15	12	Monthly	\$ 30.00	\$ 360.00
CORACI SPRT COMPLEX POND #1	2.21	12	Monthly	\$ 66.30	\$ 795.60
CORACI SPRT COMPLEX POND #2	1.25	12	Monthly	\$ 37.50	\$ 450.00
CORACI SPRT COMPLEX DITCH	1280 feet	12	Monthly	\$ 50.00	\$ 600.00
GOLF COURSE LAKES (19 total)	20.00	24	Twice Monthly Each Lake	\$ 600.00	\$ 14,400.00
D-1 DITCH/GOLF COURSE	1050 feet	12	Monthly	\$ 45.00	\$ 540.00
RIVERWALK PARK (2 PONDS)	1.05	12	Monthly	\$ 30.00	\$ 360.00
COST PER ADDITIONAL .50 ACRE WORK -SEPARATE LINE ITEM	30				
COST PER ADDITIONAL 1.0 ACRE WORK -SEPARATE LINE ITEM	30				
				TOTAL BASE BID	\$64,895.64

SOLitude Lake Management- On-Road Vehicles - Florida Division

Vehicle	Location	VIN	Model Ye	Make	Model Na	State/Province
00376	FTMYERS	1C6RR7FT	2016	RAM	1500 QUA	FL
00377	FTMYERS	1C6RR7FT	2016	RAM	1500 QUA	FL
00378	FTMYERS	1C6RR7ST	2016	RAM	1500 QUA	FL
00379	FTMYERS	3C6UR5C	2016	RAM	2500 CRE	FL
00380	FTMYERS	1C6RR7FT	2016	RAM	1500 QUA	FL
00381	FTMYERS	1C6RR7FT	2016	RAM	1500 QUA	FL
00382	FTLAUD	1C6RR7FT	2013	RAM	1500 QUA	FL
00383	FTLAUD	1FM5K7D8	2015	FORD	EXPLORER	FL
00384	FTLAUD	1FTFW1EF	2012	FORD	F150	FL
00385	FTLAUD	1GCRKPE	2013	CHEVROL	1500 EXT	FL
00386	FTMYERS	1FTEW1EG	2015	FORD	F150 SUPE	FL
00387	FTMYERS	1GCRKPE	2013	CHEVROL	1500 EXT	FL
00388	FTMYERS	1GCRKPE	2013	CHEVROL	1500 EXT	FL
00389	FTMYERS	1GCRKPE	2013	CHEVROL	1500 EXT	FL
00390	FTMYERS	1C6RR7KT	2014	RAM	1500 CRE	FL
00391	FTMYERS	3GCPKSE	2013	CHEVROL	1500 CRE	FL
00392	FTMYERS	1GCRKPE	2013	CHEVROL	1500 EXT	FL
00393	FTMYERS	1C6RR7FT	2015	RAM	1500 QUA	FL
00394	FTMYERS	1GCRKPE	2013	CHEVROL	1500 EXT	FL
00395	FTMYERS	1FTEX1EW	2010	FORD	F150 SUPE	FL
00396	FTMYERS	1FTFX1EF	2011	FORD	F150	FL
00397	FTMYERS	1FTFX1EF	2013	FORD	F150	FL
00398	FTMYERS	1FTFW1EV	2010	FORD	F150	FL
00399	FTMYERS	3GCPKSE	2013	CHEVROL	1500 CRE	FL
00400	FTMYERS	1FT7W2B6	2015	FORD	F250 CRE	FL
00401	FTMYERS	1C6RR7KT	2015	RAM	1500 CRE	FL
00402	FTMYERS	1FT7W2B6	2015	FORD	F250 CRE	FL
00403	FTMYERS	1GC2KVC	2013	CHEVROL	2500 EXT	FL
00404	FTMYERS	1C6RR7FT	2016	RAM	1500 QUA	FL
00405	FTMYERS	1FTNF1EF	2012	FORD	F150	FL
00406	FTMYERS	1FT7W2B6	2012	FORD	F250 SUPE	FL
00407	ORLANDC	1C6RR7FT	2015	RAM	1500 QUA	FL
00408	ORLANDC	1C6RR7TM	2016	RAM	1500 BIGH	FL
00409	ORLANDC	1FTPW14V	2008	FORD	F150 SUPE	FL
00410	ORLANDC	3C63R3HJ	2016	RAM	3500 SLT	CFL
00411	ORLANDC	1C6RR7FT	2016	RAM	1500 QUA	FL
00412	ORLANDC	1FTMF1EW	2010	FORD	F150	FL
00413	ORLANDC	1GCRKPE	2013	CHEVROL	1500 EXT	FL
00414	ORLANDC	1C6RR7FT	2014	RAM	1500 CRE	FL
00415	ORLANDC	1GCRKPE	2013	CHEVROL	1500 EXT	FL
00416	PALMCITY	3C6RR7KT	2014	RAM	1500 CRE	FL
00417	PALMCITY	1GCRKPE	2013	CHEVROL	1500 EXT	FL
00418	WPALM	3GCPKSE	2013	CHEVROL	1500 CRE	FL
00419	PALMCITY	1GCRKPE	2013	CHEVROL	1500 EXT	FL
00420	PALMCITY	1FT7W2B6	2011	FORD	F250 SUPE	FL
00421	TAMPA	1C6RR7FT	2016	RAM	1500 QUA	FL
00422	TAMPA	1GCRKPE	2013	CHEVROL	1500 EXT	FL
00423	TAMPA	1GCRKPE	2013	CHEVROL	1500 EXT	FL
00425	TAMPA	1C6RR7FT	2015	RAM	1500 QUA	FL
00426	TAMPA	1FTFX1EV	2010	FORD	F150 SUPE	FL
00427	WPALM	1FTFW1EF	2011	FORD	F150 SUPE	FL
00428	WPALM	1C6RR7FT	2013	RAM	1500 QUA	FL

Sölitude Lake Management- On-Road Vehicles - Florida Division

00429	WPALM	1C6RR7FT	2015	RAM	1500 QU	FL
00430	WPALM	1C6RR7FT	2015	RAM	1500 QU	FL
00431	WPALM	1GCRKPE	2012	CHEVROL	1500 EXT	FL
00432	PALMCITY	1FTNF1EF6	2012	FORD	F150	FL
17025	ORLANDO	3C6RR7KT	2017	RAM	DS6L98 1	FL
17014	FTMYERS	1C6RR7FT	2017	RAM	DS6L41 1	FL
17015	FTMYERS	1C6RR7FT	2017	RAM	DS6L41 1	FL
17016	LEHIGH	1C6RR7FT	2017	RAM	DS6L41 1	FL
17017	PALMCITY	1C6RR7ST	2017	RAM	DS6L91 1	FL
17018	FTMYERS	3C6UR5H	2017	RAM	DJ7L92 2	FL
17019	FTMYERS	3C6UR5H	2017	RAM	DJ7L92 2	FL
17020	FTLAUD	1C6RR7TT	2017	RAM	DS6H91 1	FL
17021	FTMYERS	1C6RR7TT	2017	RAM	DS6H91 1	FL
17022	FTMYERS	2GNFLFEK	2017	RAM	1LK26 EG	FL

SOLitude Lake Management- Boats and Boat Trailers - Florida Division

Veh ID	Region	Equipment	Equip Vin #	Outboard Motor	Serial#
BT1	Palm City	Boat	EKHF1336E999	Merc. 8.0	OT910114
BTT1		Boat Trailer	SSB99051199		
BT2	Ocala	Boat	EKH15039A898	Yam. 9.9	1041053
BTT2		Boat Trailer	1ZJBE151X3M012914		
BT3	Tampa	Boat	EKHF1526F001	Yam. 9.9	1041643
BTT3		Boat Trailer	40ZB1413YPP75358	Yam. 9.9 (old)	124403
BT4	Ft. Myers	Boat	EKHF1284B999	Yam. 15	1019476
BTT4		Boat Trailer	SSB99020131	Yam. 15	1028624
BT5	Lehigh	Boat (aeration)	FLZR9623H494	Merc. 9.9	OR456100
BTT5		Boat Trailer (aeration)	1MSCZLC15R1057653	Merc. 9.9	OR456101
BT6	Orlando	Boat	EKHG2274E404	Yam. 9.9	1032559
BTT6		Boat Trailer	4YBG814114F000919		
BT7	West Palm	Gheenoe	GHE80322F405	Trolling	
BTT7		Gheenoe Trailer	SST04072736B12141		
BT8	Orlando	Boat	EKHG3618A606	Yam. 9.9	1004800
BTT8		Boat Trailer	4YBG816186F001472	Yam. 9.9	1005309
BT9	Ft. Myers	Boat	EKHG3619A606	Yam. 9.9	1000695
BTT9		Boat Trailer	4YBG8161X6F001473	Yam. 9.9	1042372
BT10	Massachusetts	Harvester	PH050301		
BTT10		Harvester Trailer	1A9PB20232A581002		
BT11	Ft. Myers	Boat	EKHG2187D404	Merc. 9.9	OR352462
BTT11		Boat Trailer	4YBG816127F002506		
BT12	Ft. Lauderdale	Boat	EKHG4925B808	Suz 9.9	612719
BTT12		Boat Trailer	4YBG8161X8F003744	Yam. 9.9	1679372
BT13	Ft. Myers	Boat	TUFLEX2010	Yam. 9.9	1042356
BTT13		Boat Trailer	1ZJBB1715AC010397		
BT14	Lehigh	Gheenoe	GHE83679G909	Yam. 2.5	1060595
BTT14		Gheenoe Trailer	1ZJGT16189C008448	Yam. 25 (bad)	1019476
BT15	Lehigh	Aeration Boat	EKHG6530E313	Suz 15	410067
BTT15		Boat Trailer	5MUBB161XEF017770		
BT16	Ft. Lauderdale	Boat	TUFLEX20147367-4	Suz 9.9	311594
BTT16		Boat Trailer	1ZJBB1718EC017527	Suz 9.9	510330

BT17	West Palm	Boat	TUFLEX20147368-4	Yam. 9.9	1035594
BT17		Boat Trailer	1ZJBB171XEC017528		
BT18	Ft. Myers	Boat	TUFLEX20147369-4	Yam. 9.9	1035638
BT18		Boat Trailer	1ZJBB1711EC017529		
BT19	Tampa	Boat	TUFLEX20147370-4	Yam. 9.9	1035654
BT19		Boat Trailer	1ZJBB1710EC017554		
BT20	Tampa	Gheenoe	FLZCX744F080	Suz 2.5	412983
BT20		Gheenoe Trailer	1M5BB141471E31314		
AB100	Orlando	Airboat	FLZ76510774		
ABT100		Airboat Trailer	BT41148	Yam 9.9	682CS0158974
AB150	West Palm	Airboat	NFZNA00161697	Yam. 8.0	1001118
ABT150		Airboat Trailer	NOVINO00084125320		
AB220	Ft. Myers	Airboat	GFX00558J898		
ABT220		Airboat Trailer	NOVINO00083411158		
BT21	Palm City	Boat	BUJ02271F314		
BT22	West Palm	2014 Carolina Skiff	EKHG6611A414		
BT22		2015 Cont Boat Trailer	1ZJBB1716FC021769		
BT23	Lehigh	Weedoo 300 Tiger	GRB20067B313		
BT23		T-1301 2900 lb Trailer	4YPAB1510FT051219		
	Ft Lauderdale	new boat motor		Suz DF 9.9BS	
BT24	Orlando	Boat	No Serial #	Merc 25	1B218477
BT24		Boat Trailer	447004 (1984)		
BT25	Palm City	Gheenoo	HHI00061C898	Suz DF4	410715
BT25		Gheenoe Trailer	TE121463 (1991)		

SOLitude Lake Management- Off-Road Assets - Florida Division

Mule #	Location	Year	Make	Model#	Serial#			
ML10	West Palm	2001	Kawasaki	3010	JK1AFCE1518503884			
ML12	West Palm	2001	Kawasaki	3010	JK1AFCE171B524731			
ML15	Ft. Myers	2002	Kawasaki	3010	JK1AFCE1X2B509942			
ML16	Ft. Myers	2002	Kawasaki	3010	JK1AFCE172B512393			
ML18	Orlando	2004	Kawasaki	3010	JK1AFCE114B534764			
ML19	Lehigh	2005	Kawasaki	3010	JK1AFCE195B536361			
ML22	Tampa	2005	Kawasaki	3010	JK1AFCE155B390637			
ML23	Lehigh	2006	Kawasaki	3010	JK1AFCE116B542639			
ML24	Ft. Myers	2006	Kawasaki	3010	JK1AFCE106B543622			
ML25	Orlando	2006	Kawasaki	3010	JK1AFCE166B544323			
ML26	Ft Myers	2006	Kawasaki	3010	JK1AFCE196B543828			
ML27	Ft. Myers	2007	Kawasaki	3010	JK1AFCE187B545765			
ML28	Ft. Myers	2007	Kawasaki	3010T	JK1AFCJ167B510812			
ML29	Tampa	2007	Kawasaki	3010	JK1AFCE187B546138			
ML30	West Palm	2007	Kawasaki	3010	JK1AFCE107B546540			
ML31	Ft. Myers	2006	Kawasaki	3010	JK1AFCH126B505465			
ML32	Palm City	2007	Kawasaki	3010T	JK1AFCJ167B512804			
ML33	Ft. Myers	2007	Kawasaki	3010	JK1AFCE197B548612			
ML34	Ft. Myers	2007	Kawasaki	3010	JK1AFCE167B549362			
ML35	West Palm	2007	Kawasaki	3010	JK1AFCE187B546964			
ML36	Ft.Lauder	2007	Kawasaki	3010	JK1AFCE127B548998			
ML37	Ft. Myers	2007	Kawasaki	3010	JK1AFCE117B550497			
ML39	West Palm	2007	Kawasaki	3010	JK1AFCE137B550517			
ML40	Ft. Myers	2007	Kawasaki	3010	JK1AFCE167B550771			
ML41	Ft.Myers	2007	Kawasaki	3010	JK1AFCE117B547227			
ML42	Tampa	2007	Kawasaki	3010	JK1AFCE167B549667			
ML43	Tampa	2007	Kawasaki	3010	JK1AFCE197B550764			
ML44	West Palm	2007	Kawasaki	3010	JK1AFCE107B551687			
ML45	Ft. Myers	2008	Kawasaki	3010	JK1AFCE1X8B554226			
ML46	Ft. Myers	2009	Kawasaki	4010	JK1AFCM139B502861			

[illegible]

Sōlitude Lake Management- Equipment Trailers - Florida Division

Trailer #	Location	Year	VIN Number			
MT10	Orlando	2006	4FPFB10156G106716			
MT13	Lehigh	2007	525362783770011			
MT14	Palm City	2000	27506010060001527			
MT15	Lehigh	2000	27501006010010054			
MT16	Ft. Myers	2001	27501006050010823			
MT17	West Palm	2003	BT41114			
MT18	Tampa	2004	35006X10070404016			
MT19	Ft. Lauderdale	2004	35006X10070404015			
MT20	Orlando	2005	52006X10020505003			
MT21	Orlando/Oc	2005	52006X10020505004			
MT22	Tampa	2006	51006X100W1005082			
MT23	Ft Lauderdale	2006	NOVINO200516068			
MT24	Ft. Myers	2006	NOVINO200524321			
MT25	Orlando	2007	525362783770008			
MT26	Ft. Myers	2006	NOVINO200526086			
MT27	Ft. Myers	2006	NOVINO200541675			
MT28	Lehigh	1998	27501006120003032			
MT29	Tampa	2006	525362783770006			
MT30	West Palm	2006	525362783770004			
MT31	Ft. Myers	2006	525362783770005			
MT32	Palm City	2006	525362783770007			
MT33	Ft. Myers	2007	525362783770009			
MT34	Ft. Myers	2000	27506010060001528			
MT35	West Palm	2002	525362783770010			
MT36	Ft Lauderdale	2007	525362783770012			
MT37	Ft. Myers	2007	525362783770013			
MT39	West Palm	2007	525362783770014			
MT40	Ft. Myers	2007	525362783770015			
MT41	Ft. Myers	2004	BT41179			
MT42	Tampa	2008	525362783770017			

MT43	Orlando	2001	27501006050010822		
MT44	West Palm	2007	BT40856		
MT45	Ft. Myers	2007	525362783770016		
MT46	Ft. Myers	2001	27501006090002491		
MT47	Ft. Myers	2002	BT40857		
MT48	Ft. Myers	2002	275060100300000507		
MT49	Ft. Myers	2009	525362783770019		
MT50	Palm City	2001	27501006070011547		
MT51	Tampa	2009	525362783770020		
MT52	Orlando	2008	525362783770018		
MT53	Orlando	1999	27506010010990137		
MT54	Ft. Lauderdale	2001	27501006110012375		
EQ01	Orlando	1972	K72712H3		
MT100	Ft. Myers	2014	NOVIN0201030381		
MT101	Lehigh	2014	NOVIN0201030382		
DPT01	Palm City	2015	43ZDJ23E4F0005428		
DPT02	Orlando	2015	43ZDJ23E4F0005429		
DPT03	Lehigh	2015	43ZDL23E8F0005430		
MT102	West Palm	2015	4YNBN1019FC076065		
MT103	Palm City	2016	4YNBN1013GC079352		
MT104	Ft. Myers	2016	4YNBN1017GC079354		
DPT04	Lehigh	2017	43ZDN24B3H0007152		
MT105	Ft. Myers	2017	57BAGH651H1031343		
MT106	Palm City	2017	57BAGH650H1031544		
MT107	West Palm	2017	57BAGH652H1031545		

SOLitude Lake Management- Specialty Equipment

Equipment	Location	Year	Make	Model
Airboat01	MA	2003	Panther	18' Airboat
Airboat02	MA	2006	Diamondback	13' Airboat
Airboat03	MA	2007	Panther	18' Airboat
Airboat04	NJ	1996	Combee	16' Airboat
Airboat05	NJ	2005	Freedomcraft	16' Airboat
Airboat06	NJ	2003	Alumitech	17' Airboat
Airboat07	NY	1996	Classic	16' Airboat
Airboat08	SC	2001	Alumitech	16' Airboat
Airboat09	Bryan	2011	Duckmasater	18' Airboat
Airboat10	Tyler	2000	American	16' Airboat
PosiTrack1	NJ	2004	ASV	Posi-Track MD70
MarshMaster1	NJ	1993	MarshMaster	MM1
MarshMaster2	MA	2005	MarshMaster	MM2
Gator01	MA	2011	John Deere	Gator 850D w/tracks
Argo01	MA	2008	Argo	Response
Argo02	NJ	2005	Argo	Conquest
Argo03	NJ	2009	Argo	Avenger 750
Argo04	NY	2011	Argo	Avenger 750
Argo05	NJ	2011	Argo	Avenger 750
Argo06	NJ	2009	Argo	Avenger 750

SOLitude Lake Management- Mechanical Equipment

Equipment	Location	Year	Make	Model
Harvester01	MA	1979	SLM Built	H5-130
Harvester02	MA	1986	SLM Built	H4-100
Harvester03	MA	2005	AquaMarine	H5-130
Harvester04	MA	2000	AlphaBoats	H6 -300
Harvester05	MA	2004	AquaMarine	H7-400
Harvester06	VT	1989	AquaMarine	H11-800
Harvester07	VT	1989	AquaMarine	H11-800
Transport01	VT	2011	SLM Built	High Speed Transp
HydroRake01	MA	2007	SLM Built	HydroRake
HydroRake02	MA	1986	SLM Built	HydroRake
HydroRake03	MA	2013	SLM Built	HydroRake
HydroRake04	NJ	2011	SLM Built	HydroRake
HydroRake05	MA	2012	SLM Built	HydroRake
HydroRake06	MA	2006	AlphaBoats	HydroRake

updated May2018

SOLitude Lake Management , LLC

All licenses are for Commercial

PAGE 1 of 2 Applicator	License #	Expiration date	RUP Applicator Category (see scale below)
Bayless, Andrew	cm23959	12/31/2019	5a
Bayless, James M	CM22355	6/30/2021	5A
Billings, James	CM23286	11/30/2018	5A
Bondeson, Paul	CM22284	5/31/2021	3, 5A,6,21
Boren, David	CM23641	6/30/2019	5A
Brookins, J. Robert	CM16209	8/31/2019	5A,21
Buchanan, S. Chris			
Butts, Derek			
Carnell, Eric	CM21872	9/30/2020	5A
Clutz, Steven M			part time- retiring soon
Cragin, Brandon			
De La Cruz, Fransisco			
Dever, Shawn			
Dougherty, James S	CM22964	5/31/2018	5A,21
Storm Water Management Inspector #30502			
Florez, Alberto	CM17792	4/30/2018	5A,6,21
Forez, Alexander			
Garcia, Geraldo (JR)	CM18033	9/30/2018	5A
Garner, Nick			
Hobbic, Chris			
Hormann, Dustin	CM17754	3/31/2018	5A,6,21
Also DEP Green Industries Best Mgmt. Practices Certificate #GV3234-1 Trainee ID#GV32234			
Hunt, Dan	CM16352	11/30/2019	5A
Hunt, Travis			
Karg, Todd	CM24180	4/30/2020	5A
Klukowski, Kevin E	CM15147	1/31/2018	5A
Kurth, Alex	CM22972	5/31/2018	5A
Kurth, Bill	Storm Water Management Inspector #30500		
Land, Kris	CM25160	11/30/2021	
Lewis, Bryan M	CM13916	1/31/2020	5A
Marketta, Scott			
Mardy, Elizabeth	CM25369	3/31/2022	
Martinez, Jackson	CM19043	4/30/2020	5A
Moding, Jeffrey	Storm Water Management Inspector #20708		
Oraczewski, Anthony	CM21703	6/30/2020	5A
Osborn, Ronald	CM21146	6/30/2019	5A
Ostrowski, Bob	CM18910	2/29/2020	5A
Paniagua, Vic	PB12208	5/31/2022	5A
Payne, Blake			
Pope, Jared			
Preciado, John	CM12295	3/31/2021	5A
Proud, Ryan M	CM23033	7/31/2018	5A
Robledo, Isaac			
Robledo, Rito M			
Rodriguez III, Moises	CM14142	6/30/2020	3

updated May2018

SOLitude Lake Management , LLC

All licenses are for Commercial

PAGE 2 of 2 Applicator	License #	Expiration date	RUP Applicator Category (see scale below)
Sheeran, James	CM24645	1/31/2021	5A
Smallridge, David E			
Smith, Samuel			
Stahon, Jules E	CM24770	3/31/2021	5A
Truax, Robert			
Vega, Jose			
Vucich, Joseph			
Walsh, Errol T	CM18013	8/31/2018	5A
Wano, Mark D	CM14779	6/30/2017	5A
Weyant, Scott	CM22365	6/30/2021	5A

****Scale: License Catagories:**

- 3 Ornamental & Turf
- 5A Aquatic Pest Control
- 21 Natural Areas Management
- 6 Right of Way

ALL Licenses can be verified at FLORIDA APPLICATOR LOOKUP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2018

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 Integro USA Inc. dba Integro Insurance Brokers 200 Glenridge Point Parkway Suite 400 Atlanta, GA 30342	1-404-439-8000	CONTACT NAME: Certificates Atlanta PHONE (A/C, No, Ext): 404-439-8000 FAX (A/C, No): 404-439-8001 E-MAIL ADDRESS: CertificatesAtlanta@integrogroupp.com
INSURED SOLITUDE LAKE MANAGEMENT, LLC RENTOKIL NORTH AMERICA, INC. (REN475) 1320 BROOKWOOD DR. STE H LITTLE ROCK, AR 72202-1412		INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMER INS CO NAIC# 22667 INSURER B: OLD REPUBLIC INS CO 24147 INSURER C: ACE PROP & CAS INS CO 20699 INSURER D: ALLIANZ UNDERWRITERS INS CO 36420 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 52536334 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:		OGLG27240331	10/01/17	10/01/18	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		MWTB311136	10/01/17	10/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ 10,000		XOOG27239420	10/01/17	10/01/18	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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	MWC311135	10/01/17	10/01/18	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Contractors Pollution		U5L00010318	04/01/18	04/01/19	Each Incident/Agg 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

March Kiserett

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CHUBB®

Chubb European Group Ltd.
UK Head Office:
The Chubb Building,
100 Leadenhall Street,
London, EC3A 3BP.

020 7173 7000 tel
020 7173 7800 fax
www.chubb.com

CERTIFICATE OF INSURANCE – PUBLIC AND PRODUCTS LIABILITY

This is to certify that a policy of insurance as described below has been issued to the Policyholder and the coverage thereby is as follows:-

THE INSURED	Rentokil Initial Plc and Subsidiary Companies
CERTIFICATE HOLDER	Rentokil North America Inc
POLICY NUMBER	UKCAIC75338
TYPE OF INSURANCE	Public & Products Liability
THE COMPANY	Chubb European Group Ltd
PERIOD OF INDEMNITY	1 st October 2017 to 30th September 2018 both days inclusive LST
LIMIT OF LIABILITY	Professional Indemnity Liability USD1,000,000 any one occurrence and in the annual aggregate

Nothing herein contained shall in any way be held or construed to vary alter or waive any of the terms conditions or provisions of the Policy.

Signed for and on behalf of the Company



Chubb European Group Ltd
8th September 2017

THE POLICY DOCUMENT IS ONLY SUMMARISED BY THIS CERTIFICATE FOR FULL INFORMATION REFER TO THE POLICY

8 September, 2017

Page 1

M Cert Std

Chubb European Group Limited registered number 1112892 registered in England & Wales with registered office at 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Full details can be found online at <https://register.fca.org.uk/>.

Chubb European Group Limited is a subsidiary of a US parent and Chubb Limited (a NYSE listed company) and part of the Chubb Group of companies. Consequently, Chubb European Group Limited is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities, and from insuring certain types of activities in or connected with certain countries and territories such as, but not limited to, Iran, Syria, North Korea, North Sudan, Cuba and Crimea.

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

AQUATIC PLANT MANAGEMENT SERVICES

ITB #18-19



City of Port Orange Purchasing Division

Prepared by: Joseph Castro

Release Date: July 20, 2018

Bid Due Date and Time: August 24, 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 Proposers

ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES

Notice is hereby given that the City of Port Orange is soliciting bids for **ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES**. Bids 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 August 24, 2018** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at **10:00 A.M. (local time) on August 3, 2018** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

DESCRIPTION: *Treatment of Lakes, Canals, Ditches and Retention Ponds.*

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids 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 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

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 (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Buyer, Joseph Castro, jcastro@port-orange.org or purchdiv@port-orange.org and reference "Questions on ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES in the subject line. Last day for questions will be **August 10, 2018 at 5:00 P.M.**

All Bidders 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 bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. No Bids 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 Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

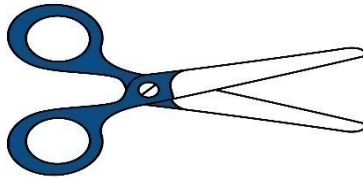
Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to Joseph Castro, Buyer, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES."**

Joseph Castro Buyer

Legal Ad - One Time – **July 20, 2018**

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #18-19
BID TITLE:	AQUATIC PLANT MANAGEMENT SERVICES
DUE DATE/TIME:	August 24, 2018 at 2:30 P.M.
SUBMITTED BY:	The Lake Doctors, Inc. (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Joseph Castro Buyer 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 of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of controlling weeds and grasses in the ditches, retention ponds, lakes and canals in the city of Port Orange. Contractor shall furnish all labor, material, supervision, travel, parts and equipment and technical expertise. The chosen contractor will be suitably licensed to execute the requested services and maintain and submit the mandatory records and reports.

Besides cost, other factors that will be considered will be qualifications, capabilities and experience in performing the required work.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder'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 ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids, including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:July 20, 2018

Non-Mandatory Pre-Bid Conference..... August 3, 2018 at 10:00 A.M.

Deadline for Questions:August 10, 2018 by 5:00 P.M.

Final Addendum Posting:August 17, 2018 by 5:00 P.M.

Bids Due: August 24, 2018 by 2:30 P.M.

City Council Meeting for Approval of Recommendation of AwardTo Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) 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 Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids 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 bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly and the names of all Vendors shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Bids or parts of Bids if it is in the best interest of the City.

NON-MANDATORY PRE-BID CONFERENCE/SITE VISIT:

There will be a Non-Mandatory Pre-Bid Conference for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Joseph Castro
Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@port-orange.org
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB 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 Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

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 ITB 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, locations and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid 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 showing your company registered as "Active".

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, 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 ITB on the provided "Professional References" form. 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.

Past performance and years of experience with other contracts similar to this one, such as other municipalities with treatment areas comparable in size and type of areas treated. **At least 3 comparable references must be submitted on form provided in bid package.**

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 ITB. 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 Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF BIDS:

Correction of inadvertently erroneous Bids shall be permitted up to the time of ITB opening. Vendors shall not be allowed to modify their Bids after the opening time and date.

WITHDRAWAL OF BIDS:

NO Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB 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 Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases 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 litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

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.

REJECTION OF BIDS:

The City reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

BIDS 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 WORK

1. Areas under contract are to be treated to control and maintain the undesirable (noxious) aquatic weeds and growth. Treatment methods that enhance conditions for diverse native plant growth must be implemented in mitigated areas and sites that contain desirable native plants. Tailored management plan for each location, according to type of waterbody, are required in order to control and maintain submersed weeds, floating and immersed plants and species including, but not limited to, plankton, blue green algae, bladderwort, cattails, water pennywort, chara, torpedo grass, bacopa, needle rush, primrose willows, duckweeds, hydrilla, southern naiad and shoreline grass.
2. All chemicals used to treat the retention areas under this contract MUST be registered and approved by the DEP. Each vendor must include a list of all chemicals they intend to use and where each will be applied in their treatment program.
3. Each vendor shall specify all types of chemicals and the manufacturer's product guarantees the company proposes to use in the treatment of all areas covered under this contract.
4. Each vendor must provide a list of equipment to be used for the services outlined in this scope of work to be eligible for the bid award.
5. Upon request by the City, the vendor awarded this contract must utilize an approved laboratory to test for the following:

Dissolved Oxygen, Temperature, Ammonia Nitrogen, Color, Alkalinity,

Clarity, Chloride, Water level, pH level (units), Phosphate, Nitrate and

Hardness.

The results of tests performed must be submitted to the City and contractor is responsible for any costs associated with testing.
6. Should the City deem further testing necessary, the vendor will be required to

obtain State certified tests at their expense in order to diagnose the problem so that a remedy can be reached and exact knowledge of the cause can be ascertained.

7. The vendor awarded this contract must submit a monthly report (City will provide form) that shows a summary of the condition of each lake, canal, ditch and retention pond covered under this contract and the date treatment was administered (see "report example" in bid package). Payment to the vendor for services provided under this contract will be made on a monthly basis; however, payment will not be processed until the monthly report has been submitted by the vendor and reviewed by City staff.
8. The contractor will be responsible for all transportation and storage of chemicals. No chemicals will be stored on City property.
9. PLEASE NOTE: The "approximate acreage" and "approximate feet" figures shown for each area on the bid submittal sheet **are approximations only**. It is recommended that each vendor visit each location to be treated prior to submitting his or her bid.

[Remainder of this page left intentionally blank]

TREATMENT AREA	Approx Acreage
AUTUMN TRAIL	1.15
CROSS CREEK/SECRET RIVER TRAIL	1.42
HIDDEN LAKES/HIDDEN LAKES DRIVE	6.00
WILLOW RUN SUB./THOMASINA DR	0.15
WILLOW RUN SUB./TRACY DR	0.10
WILLOW RUN SUB./HARMS WAY	0.25
SOUTHERN OAKS/SQUIRREL NEST LANE	0.10
GATEWOOD/OAK FOREST CIRCLE	0.15
FOXBORO/MILES DRIVE	1.00
DEEP FOREST & FOXBORO/SANDLEWOOD DR	1.20
FOXBORO/CROWN LANE	0.50
THE SETTINGS/ALSTRUM DRIVE	0.40
BENT OAKS/WHIPPOORWILL DR	0.20
LONE OAK/LONE OAK DRIVE	3.00
CENTRAL PARK/CENTRAL PARK BLVD.	3.50
WINTER PARK/PELHAM DR	0.67
FALCON CREST/CHAMPAGNE CIRCLE	0.40
CITY HALL/CITY CENTER CIRCLE	3.00
AMBER VILLAGE/AMBER CIRCLE	0.10
FIRE STATION #5	0.60
JACKSON STREET PARK	5.20
FIRE STATION #2	0.30
MONROE STREET	0.25
LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINKED BY PIPE; DAGWOOD CIR, LOCUST AND FDOT POND ON SP CREEK RD	3.44
BAYWOOD AVE	1.00
SOUTHWINDS	4.00
NIXON LANE	1.00
CANALVIEW BLVD	2.00
SUGAR GROVE/SUGAR GROVE COURT	1.00
BUSCHMAN PARK	5.40
ORANGE BLVD	1.00
SPRUCE CREEK RD @ ACORN LN	1.00
FIRE STATION #4 (AIRPORT RD)	1.00
COMMONWEALTH/WESTRIDGE	0.50
NOVA ROAD POND #1 (2 PONDS)	0.50
NOVA ROAD POND #2	5.00
NOVA ROAD POND #3 (2 PONDS)	6.00
NOVA ROAD POND #4	12.00
NOVA ROAD POND #5	3.50
HIDDEN VILLAGE	0.15
COMMONWEALTH /FREDERICK	0.50
RENEGADE LANE DITCH	0.30
FARMBROOK RETENTION POND	0.70
DEVON STREET RETENTION POND	0.33
ALL CANAL SECTIONS COMBINED	28.00
SOUTHPORT RETENTION	0.79
SLEEPY HOLLOW RETENTION POND	1.75
SUMMERTREES RD TETENTION POND	0.33
AIRPORT ROAD RETENTION POND	0.95
DUNLAWTON/SP CREEK RD FDOT POND (WEST SIDE OF SP CREEK RD)	0.20
WEST BAYSHORE DR RETENTION POND	0.80
CAUSEWAY FDOT POND	0.15
CORACI SPRT COMPLEX POND #1	2.21
CORACI SPRT COMPLEX POND #2	1.25
CORACI SPRT COMPLEX DITCH	1280 feet
COLF COURSE LAKES (19 total)	20.00
D-1 DITCH/GOLF COURSE	1050 feet
RIVERWALK PARK (2 PONDS)	1.05

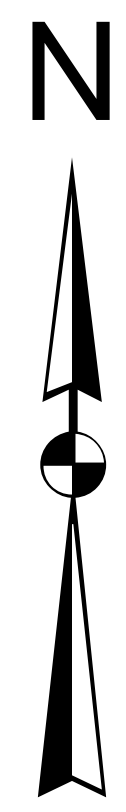
CANAL SECTIONS

AREA	LOCATION DESCRIPTION
B-19 Basin	
Willow Run	South side of Willow Run Boulevard est. 3.25 ac
Willow Run (north side)	From Chardonay to B-19 Canal est. 3.03 ac
Horizon Canal	South side of Willow Run I-95 to B-19 Canal est. 3.85 ac
Cambridge Basin	
Foxboro Canal	Foxboro Retention (Miles Drive to Taylor Road) est. 2.74 ac
Cambridge Canal	Taylor Road to Rose Bay est. 8.32 ac
Deep Forest Canal	Nova Road to Timberwood Drive est. .89 ac
Hensel Hill Canal	Hensel Hill east to Taylor Road est. .72 ac
Halifax Basin	
Sleepy Hollow Canal	Sleepy Hollow sub., north side (Publix to Shallowbrook) est. 1.03 ac
Sanders Road Canal	Spruce Creek Road to Halifax Canal est. .48 ac
City Hall	Pop-off canal, east of gymnasium est. .19 ac
Reed Canal Basin	
Madeline Ditch	From Sugar House Drive to Nova Road (both sides of roadway) est. 1.48 ac
Riverwood Basin	
Spruce Creek Road Ditch	From Cove Court to Golden Pond est. .54 ac
Ditches along Newton Road, Gladys Street, Dalford Road and Renner Road est. total 1.16 ac	
River Font Basin	
Fox Place Canal	West end of Fleming to Public Works yard est. .31 ac

City of Port Orange Aquatic Weed Treatment Areas

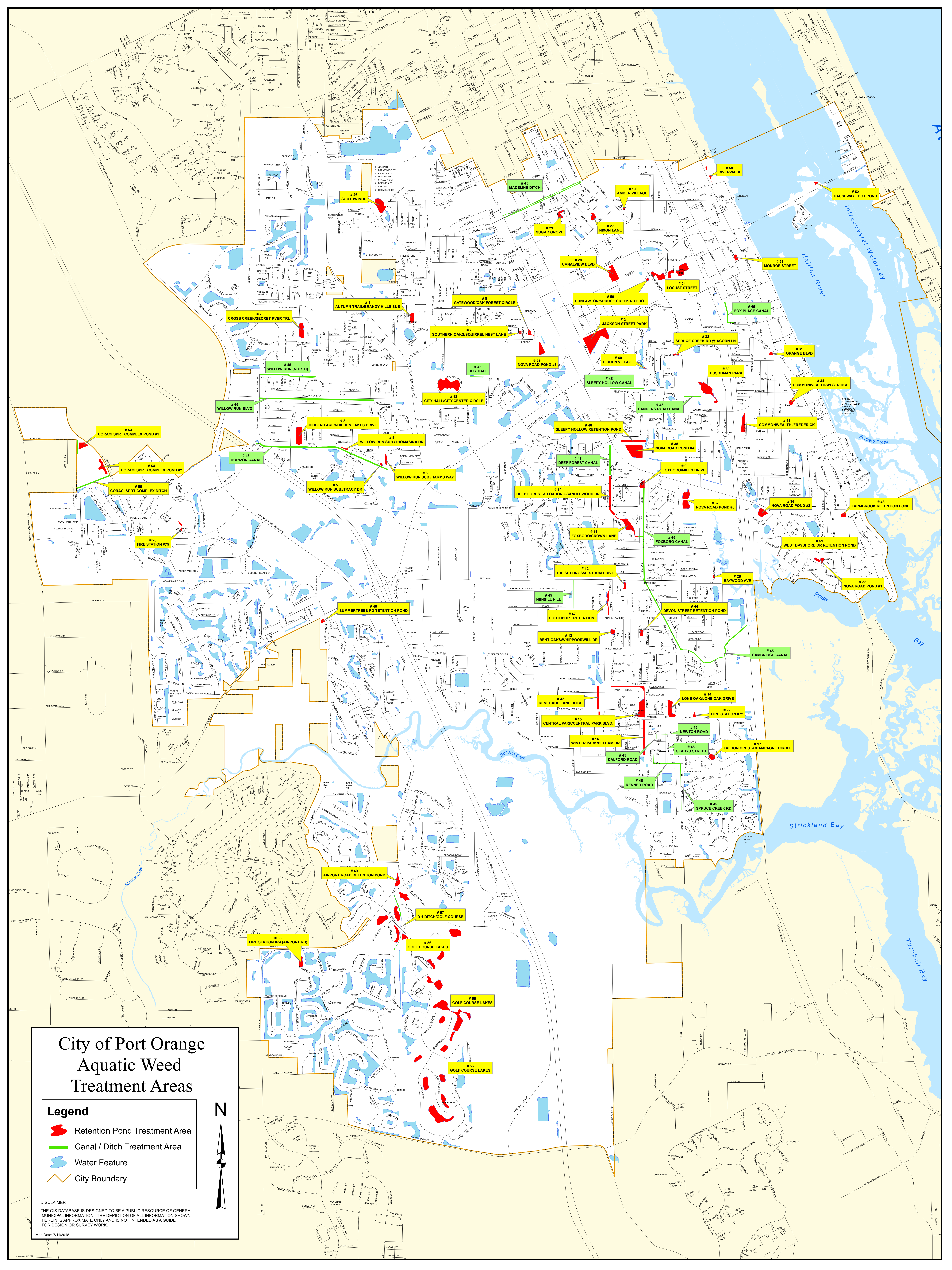
Legend

-  Retention Pond Treatment Area
-  Canal / Ditch Treatment Area
-  Water Feature
-  City Boundary



DISCLAIMER
THE GIS DATABASE IS DESIGNED TO BE A PUBLIC RESOURCE OF GENERAL MUNICIPAL INFORMATION. THE DEPICTION OF ALL INFORMATION SHOWN HEREIN IS APPROXIMATE ONLY AND IS NOT INTENDED AS A GUIDE FOR DESIGN OR SURVEY WORK.

Map Date: 7/11/2018



City of Port Orange
Treatment of Lakes, Canals, Ditches and Retention Ponds
ITB #18-19

A blank reporting form will be provided to contractor awarded bid. The report form must be completed by the contractor each month after the site visit and it needs to provide information such as shown below in the example.

City of Port Orange
Monthly Report for: May 2018

Treatment Area	Treatment Schedule	Date of Treatment	Condition	Notes / Concerns
1. Autumn Trail / Brandy Hills subs.	Monthly except Dec./Feb.	05/09/18	Good	No notes of concern
2. Cross Creek sub., Secret River Trail	Monthly	05 10/18	Good	No notes of concern
2A Littoral Zone	May, July, Sept., Nov., Jan, March	05/09/18	Good	No notes of concern
3. Hidden Lakes sub., Hidden Lake Dr.	Monthly except Dec./Feb.	05/10/18	Fair	May need add'l visit (algae)
4. Willow Run sub., Thomasina Drive	Monthly excep Dec./Feb	05/10/18	Good	No notes of concern
5. Willow Run sub., Tracy Drive	May, July, Sept., Nov., Jan, March	05/10/18	Good	Improved from last month (algae)
6. Willow Run sub., Harms Way	May, July, Sep ., Nov., Jan, March	05/09/18	Good	No notes of concern

Reports must show date area visited, note "condition" and list areas of concern (if any).

EXAMPLE

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 the 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.
40. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
41. **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.
42. **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.
43. **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.
44. **Request for Statement ofQualifications (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.
45. **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.
- 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".)

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 tenders 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 release 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 the 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 ITB 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 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 at 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 nonresponse 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. 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.

37. 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.

38. FACILITIES

The City reserves the right to inspect the Vendor's facilities at any time.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. INSURANCE

If required upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

51. 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.

52. INSURANCE REQUIREMENTS

If required 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.

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	

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. 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.

59. 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) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid 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.

60. **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.

61. **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.

62. **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.

63. **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.

64. 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.

65. 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.

66. 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.

67. 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).

68. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

69. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-bid 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. 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.

70. 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 or written in ink, or electronically imputed 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.

71. 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.

72. 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.

73. 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.

74. PROPRIETY 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.

75. 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.

76. 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.

77. 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.

78. 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.

79. 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.

80. 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.

81. 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.

82. 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.

83. RECYCLED MATERIALS

City of Port Orange encourages the use of products made of recycled materials.

84. 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.)

85. 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.

86. 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.

87. 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.

88. 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.

89. 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.

90. 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.

91. 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.

92. 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.

93. 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.

94. **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.

95. **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.

96. **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.

97. **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.

98. 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.

99. 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.

100. 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.

101. 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.

102. 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.

103. 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.

104. 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.

105. TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to 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.

106. 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.

107. 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.

108. 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.

109. 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.

110. 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)

111. 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.

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) Days from the ITB opening date.

CONTRACT TERM

The term of the contract shall be an initial term will be for 2 years with three – one-year renewals upon mutual agreement of both parties. Either party may cancel the contract for any or no reason with a thirty (30) days written notice to the other party.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal. Each vendor will provide a State of Florida Applicator Certification/License upon request.

NOTICE:

The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

CHANGES:

The City also reserves the right to increase or decrease the listed locations as long as the total annual expenditure amount does not change more than 10%. All changes must be in writing and approved by all parties. Changes exceeding 10% of the original bid price would require a change in scope and City Council approval. The contractor agrees to perform additional work or reduce existing work in accordance with the specifications per unit pricing bid.

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.

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7– Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Local Business Affidavit of Eligibility
- _____ Attachment 1 – Bid Proposal
- _____ Vendor Equipment List
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flashdrive) version in PDF format.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

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- ☒ Attachment 1 – Bid Proposal
- ☒ Vendor Equipment List
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flashdrive) version in PDF format.

[Remainder of this page left intentionally blank]

FORM 7.2 – 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):

<u>The Lake Doctors, Inc.</u>	<u>3543 State Road 419</u>
NAME OF BUSINESS	MAILING ADDRESS
<u>[Signature]</u>	<u>Winter Springs, Florida 32708</u>
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
<u>Justin J. Williams, Asst. Vice President- Asst. Sales Manager</u>	<u>954-646-6237/ 407-327-7930</u>
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
<u>59-1886601</u>	<u>Justin.Williams@lakedoctors.com</u>
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS
STATE OF <u>Florida</u> COUNTY OF <u>Seminole</u>	

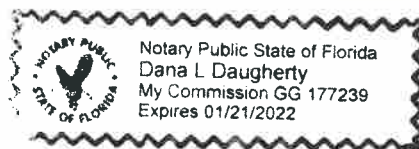
The foregoing instrument was acknowledged before me this day of August, 20 18 by Justin J. Williams, who is personally known to me or who has produced identification and who did take an oath.

My Commission Expires:

01/21/2022

[Signature]
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – 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: 8/14 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.”

3543 State Road 419

Winter Spring, FL 32708

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 22 day of August, 2018 by
Justin J. Williams as Assistant Vice President - Assistant Sales Manager of
(NAME) (TITLE)
The Lake Doctors, Inc. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

The Lake Doctors, Inc.

Name of Business

By: Justin J. Williams

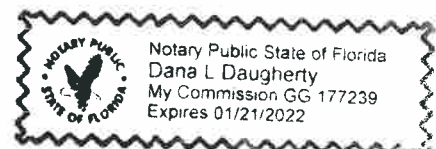
Printed Justin Williams Name:

Title: Asst. Vice President- Asst. Sales Manager

Dana Daugherty
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – 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 Lake Doctors, Inc.

Name of Business

By: **Justin J. Williams**

Printed Name: Justin Williams

Title: Asst. Vice President - Asst. Sales Manager

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 22 day of August, 2018, by
Justin J. Williams as Assistant Vice President - Assistant Sales Manager of
(NAME) (TITLE)

The Lake Doctors, Inc.

(NAME OF ORGANIZATION)

and who:

[Notary: Please select one]

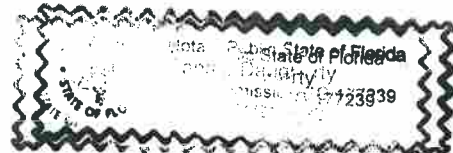
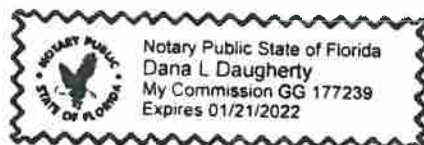
☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Dana Daugherty
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



FORM 7.5 – 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 Justin J. Williams, who, being by me firstduly sworn, made the following statement:

1. The business address of The Lake Doctors, Inc. (name of Offeror or business) is 3543 State Road 419 Winter Springs FL 32708.
2. My relationship to The Lake Doctors, Inc. (name of Offeror or business) is Assistant Vice President (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 nolocontendere.
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 36months.
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~~
N/A ~~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 Lake Doctors, Inc.

Name of Business

By: Justin J. Williams

Printed Name: Justin Williams

Title: Asst. Vice President- Asst. Sales Manager

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 22 day of August, 2018 by Justin J. Williams as Assistant Vice President - Assistant Sales Manager of The Lake Doctors, Inc. and who:

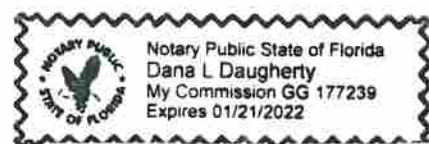
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Dana Daugherty
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



FORM 7.6 – 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 Lake Doctors, Inc.

SIGNED BY: Justin J. Williams
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: 

TITLE: Assistant Vice President- Assistant Sales Manager

ADDRESS: 3543 State Road 419

CITY: WS STATE: Florida ZIP CODE: 32708

TELEPHONE: 954-646-6237 FAX: 407-327-7930

COMPLETION TIME: August 22, 2018

F.E.I.N. NUMBER: 59-1886601

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 7.7 – 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 7.7 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. **The Lake Doctors, Inc.**
- B. Permanent main office address. **3543 State Road 419 Winter Springs FL 32708**
- C. Date organized. **1979**
- D. If a corporation, where incorporated. **Florida, United States**
- E. How many years have you been engaged in the contracting business under your present firm or trade name? **10 Years as a Full-Time Employee and 3 Months as Assistant Vice President and Assistant Sales Manager.**
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
City of Winter Springs, \$44,311.00 Annually, Ongoing
City of Edgewater, \$2,148.00 Annually, Ongoing
City of New Smyrna, \$2,148.00 Annually, Ongoing
City of Holly Hill, \$7,932.00, Ongoing
- G. General character of work performed by your company. **Aquatic Management, Fountains, Aeration Systems, and Fish Stocking.**
- H. Have you ever failed to complete any work awarded to you? If so, where and why? **No**
- I. Have you ever defaulted on a contract? If so, where and why? **No**
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. **Disney Springs, Florida \$500,000+ , Fountain Installs 04/03/17, 06/01/17, 08/18/17, 09/28/17, 10/25/17, and 11/30/17.**
- K. List your major equipment currently owned or leased. **Trucks, Boats, Air-Boats, Gators, Spray Systems, and Trailers.**
- L. Experience in work similar to this type of project. **We continuously and successfully maintain thousands of aquatic management accounts year to year.**
- M. Background and experience of the principal members of your organization, including the officers. **1. Jim Williams- Owner- 39 years**
- N. Credit currently available: \$ **\$500,000.00**
- O. Give bank reference: **Bank of America: Gloria Bailey; 888-852-5000 Ext. 3300**
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? **Yes**
- 2. Debbi Cintron- Vice President- 24 Years with the Lake Doctors**
3. Fabian Julian Stern- Assistant Vice President- Sales- 25 Years with Lake Doctors
4. Heather Fischer- Assistant Vice President- 9 Years with Lake Doctors
5. Bill Tomlinson- Corporate Field Manager- 16 Years with Lake Doctors
6. Justin Williams- Assistant Vice President, Assistant Sales Manager- 10 Years with Lake Doctors

This document must be completed and returned with your Submittal

(Form 7.7 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 Lake Doctors, Inc.

Name of Business

By: Justin J. Williams

Printed Name: Justin Williams

Title: Assistant Vice President - Assistant Sales Manager

STATE OF Florida

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 22 day of August, 20 18 by
Justin J. Williams, as Assistant Vice President - Assistant Sales Manager
of The Lake Doctors, Inc. and who:

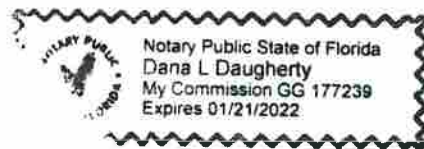
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Dana Daugherty
Notary Public, State of Florida

Printed, typed or stamped name, commission
and expiration:



This document must be completed and returned with your Submittal

FORM 7.8 – 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: Marsh Creek Homeowners Association
Contact Person: Ms. Dottie Kriner
City, State: St. Augustine, Florida
Telephone Number: 904-461-9708 Ext. 410
Email Address: dkriner@mayresorts.com
Description of goods or
Services provided: Aquatic Management
Contract Amount: \$66,384.00
Start/End Date of Contract: 01/01/2018 thru 12/31/2020
2. Company Name: City of St. Augustine Beach
Contact Person: Joe Howell
City, State: St. Augustine Beach, Florida
Telephone Number: 904-471-2122
Email Address: JHOWELL@CITYOFNSB.ORG
Description of goods or
Services provided: Aquatic Management
Contract Amount: \$35,700.00
Start/End Date of Contract: 01/01/2018 thru 12/31/2022
3. Company Name: Pace Island Owners Association
Contact Person: Ms. Natalie Allen
City, State: Fleming Island, Florida
Telephone Number: 904-278-6560
Email Address: paceisland@paceisland.org
Description of goods or
Services provided: Aquatic Management
Contract Amount: \$27,144.00
Start/End Date of Contract: 07/01/2017 thru 06/30/2019

This document must be completed and returned with your Submittal.

FORM 7.9 – 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): ITB #18-19

BUSINESSNAME: The Lake Doctors, Inc.

CONTACTPERSON/TITLE: Justin J. Williams/ Assistant Vice President - Assistant Sales Manager

MAILINGADDRESS: 3543 State Road 419

CITY-STATE-ZIP: Winter Springs, FL 32708

Length of Time at Address Provided: 5 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): 59-1886601

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☒ Other (Specify): S Corporation

PHONE NUMBER: 407-327-1080 FAX: 407-327-7930

EMAIL: Justin.Williams@lakedoctors.com

****Please attach 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 Justin J. Williams who, after being sworn according to law, stated that he or she was authorized to represent The Lake Doctors, Inc. and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Dana Daugherty
SIGNATURE OF NOTARY PUBLIC
THIS 22 DAY OF August, 2018
My Commission Expires: 01/21/2022
Justin J. Williams 8/22/18
SIGNATURE OF AFFIANT DATE

Justin J. Williams/ Assistant Vice President - Assistant Sales Manager

PRINTED NAME OF AFFIANT / TITLE

The Lake Doctors, Inc.

COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal

Effective: 10/1/2017

Expiration: 9/30/2018

CITY OF WINTER SPRINGS BUSINESS TAX RECEIPT

Business ID: 100111
COMMERCIAL NON-REGULATED

THE LAKE DOCTORS, INC.
3543 419 SR

DESCRIPTION OF BUSINESS ACTIVITIES

AQUATIC MANAGEMENT

1126 East State Road 434 • Winter Springs, FL 32708 • (407) 327-1800
www.winterspringsfl.org

BUSINESS TAX RECEIPT INCLUDES WINTER SPRINGS & SEMINOLE COUNTY TAX

PLEASE CUT ALONG THE DOTTED LINE TO DISPLAY RECEIPT IN BUSINESS

Post the above Receipt in a Conspicuous Location within your Place of Business

Total Amount Paid: \$185.00

Note: Total Amount Paid includes the \$25 Seminole County Business Tax



City Manager

THE LAKE DOCTORS, INC.
3543 STATE ROAD 419
WINTER SPRINGS, FL 32708



1126 East State Road 434
Winter Springs, FL 32708
Phone: (407) 327-1800



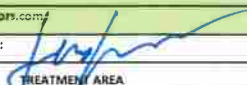
"ATTACHMENT 1" ITB 18-19 SCHEDULE OF UNIT PRICING BID FORM
CITY OF PORT ORANGE - AQUATIC PLANT MANAGEMENT SERVICES
ITB # 18-19

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.

The Lake Doctors, Inc.
Justin Williams
Justin.Williams@lakedoctors.com
AUTHORIZED SIGNATURE: 

This document must be completed and returned with your Submittal

TREATMENT AREA	Approx Acreage	No. of annual visits	Treatment Schedule	Unit Cost	Annual Cost
AUTUMN TRAIL	1.15	10	No treatments Dec. or Feb.	\$ 75.00	\$ 750.00
CROSS CREEK/SECRET RIVER TRAIL	1.42	12	Monthly	\$ 225.00	\$ 2,700.00
HIDDEN LAKES/HIDDEN LAKES DRIVE	6.00	10	No treatments Dec. or Feb.	\$ 180.00	\$ 1,800.00
WILLOW RUN SUB/THOMASINA DR	0.15	10	No treatments Dec. or Feb.	\$ 70.00	\$ 700.00
WILLOW RUN SUB/TRACY DR	0.10	6	May, July, Sept, Nov, Jan, March	\$ 70.00	\$ 420.00
WILLOW RUN SUB/HARMS WAY	0.25	6	May, July, Sept, Nov, Jan, March	\$ 70.00	\$ 420.00
SOUTHERN OAKS/SQUIRREL NEST LANE	0.10	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 70.00	\$ 1,120.00
GATEWOOD/OAK FOREST CIRCLE	0.15	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 70.00	\$ 1,120.00
FOXBORO/MILES DRIVE	1.00	24	Twice monthly	\$ 75.00	\$ 1,800.00
DEEP FOREST & FOXBORO/SANDLEWOOD DR	1.20	24	Twice monthly	\$ 80.00	\$ 1,920.00
FOXBORO/CROWN LANE	0.50	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 80.00	\$ 1,280.00
THE SETTINGS/ALSTRUM DRIVE	0.40	12	Monthly	\$ 60.00	\$ 720.00
BENT OAKS/WHIPPOORWILL DR	0.20	12	Monthly	\$ 50.00	\$ 600.00
LONE OAK/LONE OAK DRIVE	3.00	12	Monthly	\$ 150.00	\$ 1,800.00
CENTRAL PARK/CENTRAL PARK BLVD.	3.50	12	Monthly	\$ 170.00	\$ 2,040.00
WINTER PARK/PELHAM DR	0.67	12	Monthly	\$ 75.00	\$ 900.00
FALCON CREST/CHAMPAGNE CIRCLE	0.40	12	Monthly	\$ 75.00	\$ 900.00
CITY HALL/CITY CENTER CIRCLE	3.00	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 150.00	\$ 2,400.00
AMBER VILLAGE/AMBER CIRCLE	0.10	6	May, July, Sept, Nov, Jan, March	\$ 80.00	\$ 480.00
FIRE STATION #5	0.60	12	Monthly	\$ 90.00	\$ 1,080.00
JACKSON STREET PARK	5.20	16	Monthly, 2x in June, Jul, Aug, Sept	\$ 160.00	\$ 2,560.00
FIRE STATION #2	0.30	12	Monthly	\$ 80.00	\$ 960.00
MONROE STREET	0.25	12	Monthly	\$ 75.00	\$ 900.00
LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINKED BY PIPE; DAGWOOD CIR, LOCUST AND FDOT POND ON SP CREEK RD	3.44	12	Monthly	\$ 190.00	\$ 2,280.00
BAYWOOD AVE	1.00	12	Monthly	\$ 50.00	\$ 600.00
SOUTHWINDS	4.00	12	Monthly	\$ 150.00	\$ 1,800.00
NIXON LANE	1.00	12	Monthly	\$ 90.00	\$ 1,080.00
CANALVIEW BLVD	2.00	12	Monthly	\$ 110.00	\$ 1,320.00
SUGAR GROVE/SUGAR GROVE COURT	1.00	12	Monthly	\$ 100.00	\$ 1,200.00
BUSCHMAN PARK	5.40	12	Monthly	\$ 190.00	\$ 2,280.00
ORANGE BLVD	1.00	12	Monthly	\$ 75.00	\$ 900.00
SPRUCE CREEK RD @ ACORN LN	1.00	12	Monthly	\$ 75.00	\$ 900.00
FIRE STATION #4 (AIRPORT RD)	1.00	12	Monthly	\$ 75.00	\$ 900.00
COMMONWEALTH/WESTRIDGE	0.50	12	Monthly	\$ 75.00	\$ 900.00
NOVA ROAD POND #1 (2 PONDS)	0.50	12	Monthly	\$ 90.00	\$ 1,080.00
NOVA ROAD POND #2	5.00	12	Monthly	\$ 140.00	\$ 1,680.00
NOVA ROAD POND #3 (2 PONDS)	6.00	12	Monthly	\$ 150.00	\$ 1,800.00
NOVA ROAD POND #4	12.00	12	Monthly	\$ 200.00	\$ 2,400.00
NOVA ROAD POND #5	3.50	12	Monthly	\$ 110.00	\$ 1,320.00
HIDDEN VILLAGE	0.15	12	Monthly	\$ 50.00	\$ 600.00
COMMONWEALTH/FREDERICK	0.50	12	Monthly	\$ 80.00	\$ 960.00
RENEGADE LANE DITCH	0.30	12	Monthly	\$ 60.00	\$ 720.00
FARMBROOK RETENTION POND	0.70	12	Monthly	\$ 70.00	\$ 840.00
DEVON STREET RETENTION POND	0.33	12	Monthly	\$ 50.00	\$ 600.00
ALL CANAL SECTIONS COMBINED	28.00	12	Monthly	\$ 880.00	\$ 10,560.00
SOUTHPORT RETENTION	0.79	12	Monthly	\$ 80.00	\$ 960.00
SLEEPY HOLLOW RETENTION POND	1.75	12	Monthly	\$ 100.00	\$ 1,200.00
SUMMERTREES RD RETENTION POND	0.33	12	Monthly	\$ 70.00	\$ 840.00
AIRPORT ROAD RETENTION POND	0.95	12	Monthly	\$ 75.00	\$ 900.00
DUNLAWTON/SP CREEK RD FDOT POND (WEST SIDE OF SP CREEK RD)	0.20	12	Monthly	\$ 50.00	\$ 600.00
WEST BAYSHORE DR RETENTION POND	0.80	12	Monthly	\$ 70.00	\$ 840.00
CAUSEWAY FDOT POND	0.15	12	Monthly	\$ 50.00	\$ 600.00
CORACI SPRT COMPLEX POND #1	2.21	12	Monthly	\$ 140.00	\$ 1,680.00
CORACI SPRT COMPLEX POND #2	1.25	12	Monthly	\$ 110.00	\$ 1,320.00
CORACI SPRT COMPLEX DITCH	1280 feet	12	Monthly	\$ 35.00	\$ 420.00
GOLF COURSE LAKES (19 total)	20.00	24	Twice Monthly Each Lake	\$ 750.00	\$ 18,000.00
D-1 DITCH/GOLF COURSE	1050 feet	12	Monthly	\$ 35.00	\$ 420.00
RIVERWALK PARK (2 PONDS)	1.05	12	Monthly	\$ 90.00	\$ 1,080.00
COST PER ADDITIONAL 50 ACRES WORK -SEPARATE LINE ITEM	50				
COST PER ADDITIONAL 100 ACRES WORK -SEPARATE LINE ITEM	100				
				TOTAL BASE BID	\$94,950.00



End of Solicitation Documents

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor's Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ *Our Drug Free*
Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Statement of Vendor's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ *Our Reference List & Affiliations*
Form 7.9 – Local Business Affidavit of Eligibility
- ☒ *Business Tax Receipts*
Attachment 1 – Bid Proposal
- ☒ Vendor Equipment List
- ☒ *Vendor Herbicide List*
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flashdrive) version in PDF format.

[Remainder of this page left intentionally blank]

FORM 7.2 – 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):

Clear Waters, Inc
NAME OF BUSINESS

Harold Wolfe
AUTHORIZED SIGNATURE

Harold E. Wolfe
NAME, TITLE, TYPED

59-3526750
FEDERAL IDENTIFICATION #

STATE OF Florida COUNTY OF Volusia

P.O. Box 291522
MAILING ADDRESS

Port Orange FL 32129-1522
CITY, STATE & ZIP CODE

(386) 767-4928 / 767-4713
TELEPHONE NUMBER / FAX NUMBER

clearwatersinc@bellsouth.net
E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of August 23, 2018 by Harold Wolfe, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Amelia Rose Washington
Notary Public



Amelia Rose Washington
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF199171
Expires 2/12/2019

document must be completed and returned with your Submittal

FORM 7.3 – 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: 8/14/18 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."

Clear Waters, Inc

Name of Business

By: Harold Wolfe

Printed Harold Wolfe Name:

Title: V Pres

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 23rd day of August, 20 18 by
Harold Wolfe as Vice president of
(NAME) (TITLE)
Clear Water Inc. and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or
☒ has produced Florida Drivers License as Identification.

AmeliaRose Washington

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



AmeliaRose Washington
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF199171
Expires 2/12/2019

FORM 7.4 – 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.

Clear Waters, Inc.

Name of Business

By Harold Wolfe

Printed Name: Harold Wolfe

Title: V. Pres

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 23rd day of August, 2018, by
Harold Wolfe as Vice President of
Clear Water Inc and who:
(NAME) (TITLE) (NAME OF ORGANIZATION)

[Notary: Please select one]

- ☐ is personally known to me; or
☒ has produced Florida Drivers License as identification.

This document must be completed and returned with your Submittal

AmeliaRose Washington

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

CLEAR WATERS INC.

P.O. Box 291522
Port Orange, Fl 32129

DRUG AND ALCOHOL-FREE WORKPLACE

POLICY:

Clearwaters Inc. is committed to maintaining a safe, healthy and efficient work environment for all employees. To achieve this goal and to comply with the Drug-Free Workplace Act of 1988, employees are prohibited from possessing, distributing, consuming or being under the influence of alcohol, illegal drugs or controlled substances during business hours.

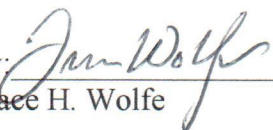
Employees who appear to be under the influence of alcohol, illegal drugs or controlled substances will not be permitted to work, particularly when the Company has reasonable cause to suspect that their business judgment, personal safety, work performance or the safety of others may be impaired. For purposes of this policy, "illegal drugs or controlled substances: refers to all forms of narcotics, depressants, stimulants, hallucinogens, or other drugs whose use, possessions or transfer is restricted or prohibited by law (except for drugs prescribed by a physician or dentist and used according to instructions for the purpose for which they were prescribed).

Clearwaters Inc. reserves the right to conduct searches when it has reasonable cause to believe that an employee's business judgment, job performance or the safety of others may be affected by the use of drugs or alcohol.

GUIDELINES:

Employees found to be in violation of this policy will be subject to disciplinary measures up to and including termination.

Date: June 2, 2000

By: 
Trace H. Wolfe

FORM 7.5 – 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 Harold Wolfe, who, being by me firstduly sworn, made the following statement:

1. The business address of 64 Bay Harbor Ponce Inlet Fl (name of Offeror or business) is Clear Waters, Inc.
2. My relationship to V Pres. (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 nolocontendere.
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.)

Clear Waters, Inc.
Name of Business

By: Harold Wolfe

Printed Name: Harold Wolfe

Title: V. Pres

STATE OF Florida
COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me this 23rd day of August, 2018 by Harold Wolfe as Vice President of Clear Water Inc. and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☒ has produced Florida Drivers License as identification.

Amelia Rose Washington
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.6 – 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: Clear Waters, Inc.

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

PRINTED SIGNATURE: Harold Wolfe

TITLE: V. Pres

ADDRESS: P.O. Box 291522 Port Orange

CITY: STATE: FL ZIP CODE: 32129-1522

TELEPHONE: 386 FAX: 767-4928 / 767-4713

COMPLETION TIME: 2:22 8-20-18

F.E.I.N. NUMBER: 59-3526750

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 7.7 – 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 7.7 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. *Clean Waters, Inc*
- B. Permanent main office address. *64 Bay Harbor Ponce Inlet FL*
- C. Date organized. *1996*
- D. If a corporation, where incorporated. *FL*
- E. How many years have you been engaged in the contracting business under your present firm or trade name? *21 yrs.*
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) *600 monthly contracts*
- G. General character of work performed by your company. *Lake Management / Weed Control.*
- H. Have you ever failed to complete any work awarded to you? If so, where and why? *No!*
- I. Have you ever defaulted on a contract? If so, where and why? *No!*
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. *See Reference List*
- K. List your major equipment currently owned or leased. *See Equipment List*
- L. Experience in work similar to this type of project. *Over 40 Years*
- M. Background and experience of the principal members of your organization, including the officers. *Aquatics*
- N. Credit currently available: \$ *75,000*. *Applicators Network LLC.* *See Industry Experience*
- O. Give bank reference: *Wells Fargo Port Orange Nova Rd.*
Contact Person Richard Brown
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? *Yes*

This document must be completed and returned with your Submittal

Clear Waters Inc. Lake Management Reference List

Industry References

Buddy Reid, US. Division Manager Helena Chemical Company. (813) 390-2828. Recently retired. Distributor contact for over 20 years. Buddy can attest to our credit history, herbicide knowledge, and the professionalism of the Clear Waters Team.

James Boggs, Jr., Sales Manager Helena Chemical Company. (863) 557-0076
Helena Chemical is the distributor of the numerous adjuvants, herbicides and other products we use in our business.

Michael Shaner, PhD Sales and Technical Representative for SePro Corporation (813) 415-1550. SePro manufactures Sonar Herbicides, including AS, Q, PR and Genesis. Their other products include Captain, Komeen, K-Tea, Littora, Nautique, Revive, Renovate, and AquaPro. SePro manufactures and markets more aquatic herbicides than any other company. We have worked with SePro for over 20 years doing test plots, field trials, and applicator training meetings. CWI is a SePro Preferred Applicator.

Trace Wolfe is a member of the National SePro Preferred Applicators Advisory Board and the SePro Stewards of Water

Customer Client References

Dan Marsh, Northern Area Forester for FPL Ormond Beach, FL. (386) 547-3394. We have worked for Dan doing Vegetation Management Applications on Transmission ROW for 16 plus years. Treating well over 10,000 acres of Transmission ROW's across NE Florida. Volusia Arborist Tim Wilson (386) 237-0286.

Ms. Kristy Richland, is the Property Manager for The Players Club POA at Sawgrass. Kristy is with Marsh Landing Management. (904) 273-3033. Clear Waters has managed the waterways at The Players Club for over 20 years.

Joseph Yarbrough (City Manager), City of South Daytona (386) 322-3000 or contact Mr. Les Gillis (386) 566-3527. We have provided Lake Management Services, and Aquatics Consulting on and off for the past 20 years.

Jane Sapere (Property Manager) May Management Inc. (904) 273-9832 Ponte Vedra Beach, FL. We have provided Lake Management Services, and Waterway Consulting, for many of their clients on and off for the past 25 years. Jane was the PM for the The Players Club POA for over 15 years.

Jeff Plotts (Superintendent) T.P.C. Stadium Course, and the Valley Course at Sawgrass (904) 273-3248 Ponte Vedra Beach, FL. Performed Lake Management Services at the immaculate T.P.C. Stadium and Valley Courses for over 30 years during the growth and development of the area. Contact Jeff Plotts via email jeffplotts@pgatourtpc.com

Margie Hall, PM at Plantation Bay HOA. We have been managing the waters at Plantation Bay HOA for the last 12 years. Margie has been the PM for the last three years. Office number (386) 437-0038 GCSAA Superintendent Jim Early @ Prestwick Golf (386) 547-4329

Also Servicing: City of Jacksonville Beach, Palencia HOA & CC, City of Daytona Beach, City of Flagler Beach, City of South Daytona, Nocatee, Spruce Creek Fly-In POA, Sugarmill CC, Timuquana CC, Tolomato CDD, Waters Edge HOA, and Flagler Estates Road and Bridge.

Clear Waters, Inc.

P.O. Box 291522
Port Orange, Fl. 32129
(386) 767-4928

Industry Experience

Clear Waters was started in 1996 by a hand chosen group of experienced Aquatic Applicators to provide quality Lake Management Services. Our mission statement " Knowledgeable People Providing Quality Service" really describes our company and our personnel. We provide a more personal service to our clients and we look forward to visiting with them each month. We look forward to answering any questions and letting you know we were there. Our reference list includes suppliers and chemical company sales representatives with whom we have worked and trained. Many of our clients from years ago have joined us at Clear Waters knowing they would get our personal attention and service for their lakes and waterways. Our people and their industry experience are listed below.

Mark Graham Pres. Clear Waters Inc. BS Biology: Mark has over 30 years experience in the application business working with Florida Aquatic/AmerAquatic, Aquagenix, Environmental Care, Austin Environmental Services, and Clear Waters, Inc. Mark is licensed in Aquatics, Lawn & Ornamental, Natural Areas, and Right of Way.

Trace Wolfe VP Clear Waters Inc. AA Business/Agricultural Science: Trace has over 40 years of industry experience in Aquatics, Natural Areas, Right of Way Application and Chemical sales. Worked with Coral Springs Improvement District, Florida Aquatic/ AmerAquatic, Helena Chemical Co. and Clear Waters Inc. Trace is licensed in Aquatics, Natural Areas, and Right of Way

Joe Lawton: Clear Waters Inc Jacksonville Branch Manager. An Aquatic Applicator with 28 years experience in the Aquatics and Right of Way application industry. Joe has worked with AmerAquatic, Aquagenix and Clear Waters, Inc. Joe is licensed in Aquatics, Natural Areas, and Right of Way.

Cody Wolfe: Clear Waters Inc Daytona Beach Branch Manager An Aquatic Applicator with 10 years of experience in the Aquatic industry. Cody is licensed in Aquatics and Right of Way. Cody also has a PHD in Physical Therapy.

Judd Lee: Clear Waters Inc Right of Way Operations Manager. An Aquatic Applicator with 10 years experience licensed in Aquatics, Natural Areas and Right of Way.

(Form 7.7 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.

Clear Waters, Inc.
Name of Business
By: Harold Wolfe
Printed Name: Harold Wolfe
Title: V. Pres

STATE OF Florida
COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me this 23rd day of August, 2018, by
Harold Wolfe, as Vice President
of Clear Water Inc. and who:

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced Florida Drivers License as identification.

AmeliaRose Washington
Notary Public, State of Florida
Printed, typed or stamped name, commission
and expiration:



AmeliaRose Washington
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF199171
Expires 2/12/2019

This document must be completed and returned with your Submittal

FORM 7.8 – 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: City of South Daytona
Contact Person: Les Gillis or Joe Yarbrough
City, State: South Daytona FL
Telephone Number: (386) 566-3527
Email Address: lgillis@southdaytona.org jyarbrough@southdaytona.org
Description of goods or
Services provided: Lake Management
Contract Amount: Approx 25,000
Start/End Date of Contract: 1997 - Present
2. Company Name: Florida Power & Light
Contact Person: Tim Wilson
City, State: Ormond Beach FL
Telephone Number: (386) 237-0286
Email Address: timothy.wilson@fpl.com
Description of goods or
Services provided: Vegetation Management
Contract Amount: 350,000⁰⁰
Start/End Date of Contract: 2002 - Present
3. Company Name: Plantation Bay H.O.A.
Contact Person: Margie Hall
City, State: Ormond Beach, FL
Telephone Number: (386) 437-0038
Email Address: mhall@hoamgtfl.com
Description of goods or
Services provided: Lake Management
Contract Amount: 90,000⁰⁰
Start/End Date of Contract: 2004 → Present

This document must be completed and returned with your Submittal.

FORM 7.9 – 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): ITB #18-19BUSINESSNAME: Clear Waters, Inc.CONTACTPERSON/TITLE: Chris Graham ofc. Admin.MAILINGADDRESS: P.O. Box 291522CITY-STATE-ZIP: Port Orange, FL 32129-1522Length of Time at Address Provided: 22 yrs

Physical ofc.

64 Bay Harbor

Ponce Inlet, FL

32129

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☐ The State of FloridaFEIN (Federal Employer Identification Number): 59-3526750BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 386-767-4928 FAX: (386) 767-4713EMAIL: clearwatersinc@bellsouth.net****Please attach 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 Harold Wolfe who, after being sworn according to law, stated that he or she was authorized to represent Clear Waters, Inc. and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

PROFESSIONAL MEMBERSHIPS AND ORGANIZATIONS

Clear Waters, Inc.
PO Box 291522
Port Orange, FL 32129-1522

August 8, 2018

Clear Waters, Inc is a certified SePro Preferred Applicator and has been for 20 years.
Trace Wolfe is on the National Preferred Applicators Advisory Board.

Founding Member of Applicators Network, LLC. A purchasing co-op for Professional Lake Managers. Credit Limit 250,000.00.

Clear Waters, Inc. is a distributor for:
Aqua Control Aerators and Fountains www.aquacontrol.com
Pentair Aquatic Ecosystems Aerators www.aquaticceco.com
TRM Biologics, Inc. www.bio-zyme.com
Outdoor Water Solutions Inc. www.outdoorwatersolutions.com

Clear Waters, Inc. is currently a member of and or supports these Organizations:

Aquatic Ecosystem Restoration Foundation
Aquatic Plant Management Society (National)
Autism Speaks
BASF Corp, Project Habitat
Ducks Unlimited
Exotic Pest Plant Council
Florida Aquatic Plant Management Society
Florida Hospital Memorial Foundation
Florida Sheriffs Association
Florida Vegetation Management Association (Trace Wolfe Board of Directors 98-2008,
currently on the Advisory Board) Judd Lee is currently on the Board of Directors 2009- present.
Quail Unlimited
National Wild Turkey Foundation
NALMS, North American Lake Management Society
St Judes Childrens Hospital

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 # 200403010006 Expires: September 30, 2018
Business Location: 64 BAY HARBOUR DR



Business Name: CLEAR WATERS INC
Owner Name: MARK GRAHAM
Mailing Address: PO BOX 291522
PORT ORANGE, FL 32129

BUSINESS TYPE	CODE	COUNT	TAX
Business Service	471	6	\$54.00

- 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: 09/26/2017
RECEIPT #: Lockbox-16-00090973
TOTAL TAX: 54.00
PENALTY: 0.00
TOTAL PAID: 54.00



Business Name: CLEAR WATERS INC
Owner Name: MARK GRAHAM
Mailing Address: PO BOX 291522
PORT ORANGE, FL 32129



Account # 200403010006 Expires: September 30, 2018
Business Location: 64 BAY HARBOUR DR

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

**Town of Ponce Inlet**

4300 S. Atlantic Avenue
Ponce Inlet, FL 32127
(386) 236-2186

BUSINESS TAX RECEIPT

Business Name: Clear Waters Inc
Business Location: 64 BAY HARBOUR DR
PONCE INLET, FL 32127
Owner: Mark Graham
License Number: HOME-000094-2017
Issued Date: 10/30/2017
Expiration Date: 9/30/2018
Number of Full Time Employees: 1
Number of Part Time Employees: 0
Total Employees: 1

Mailing Address: 64 BAY HARBOUR DR
PONCE INLET, FL 32127

License Type: Business Tax - Home
Classification: Home Office - Lake Management Svc
Fees Paid: \$49.60

Planning & Development Department Representative

HOME BASE BUSINESS

Issuance Of Business Tax Receipt Does Not Permit The Business To Violate Any Zoning Or Other Ordinance Of The Town, Nor Does It Exempt The Business From Any Other License Or Permit That May Be Necessary. Any Changes In Location, Business Name, Or Ownership Must Be Reported To The Town Of Ponce Inlet.

This Receipt Is Issued Pursuant To The Town Of Ponce Inlet, Land Use & Development Code, Section 3.23, Definitions, Home Business Or Occupation.

This Receipt Is Limited To The Activities Listed On The Application Only. No Additional Activities Are Permitted Without Prior Approval Of The Town.

All Business Activity Shall Be Conducted Entirely Within The Dwelling Unit And Shall Not Be Visible From Any Public Area

NOT VALID UNTIL SIGNED-MUST BE VISIBLE TO PUBLIC

TO BE POSTED IN A CONSPICUOUS PLACE

(Form 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Amelia Rose Washington

SIGNATURE OF NOTARY PUBLIC

THIS 23rd DAY OF August, 20 18

My Commission Expires: 2/12/2019

Harold Wolfe 8-23-18

SIGNATURE OF AFFIANT

DATE

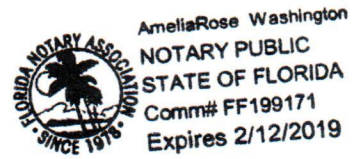
Harold Wolfe / v. Pres.

PRINTED NAME OF AFFIANT / TITLE

Clear Waters, Inc

COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal



"ATTACHMENT 1" ITB 18-19 SCHEDULE OF UNIT PRICING BID FORM
CITY OF PORT ORANGE - AQUATIC PLANT MANAGEMENT SERVICES

ITB # 18-19

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: CLEAR WATERS, INC.
CONTACT PERSON: TRACE WOLFE
EMAIL ADDRESS: THELAKEGUY@ATT.NET
AUTHORIZED SIGNATURE: <i>Trace Wolfe</i>

This document must be completed and returned with your Submittal

TREATMENT AREA	Approx Acreage	No. of annual visits	Treatment Schedule	Unit Cost	Annual Cost
AUTUMN TRAIL	1.15	10	No treatments Dec. or Feb.	\$ 80.00	\$ 800.00
CROSS CREEK/SECRET RIVER TRAIL	1.42	12	Monthly	\$ 80.00	\$ 960.00
HIDDEN LAKES/HIDDEN LAKES DRIVE	6.00	10	No treatments Dec. or Feb.	\$ 100.00	\$ 1,000.00
WILLOW RUN SUB./THOMASINA DR	0.15	10	No treatments Dec. or Feb.	\$ 50.00	\$ 500.00
WILLOW RUN SUB./TRACY DR	0.10	6	May, July, Sept, Nov, Jan, March	\$ 40.00	\$ 240.00
WILLOW RUN SUB./HARMS WAY	0.25	6	May, July, Sept, Nov, Jan, March	\$ 40.00	\$ 240.00
SOUTHERN OAKS/SQUIRREL NEST LANE	0.10	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 40.00	\$ 640.00
GATEWOOD/OAK FOREST CIRCLE	0.15	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 45.00	\$ 720.00
FOXBORO/MILES DRIVE	1.00	24	Twice monthly	\$ 60.00	\$ 1,440.00
DEEP FOREST & FOXBORO/SANDLEWOOD DR	1.20	24	Twice monthly	\$ 60.00	\$ 1,440.00
FOXBORO/CROWN LANE	0.50	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 60.00	\$ 960.00
THE SETTINGS/ALSTRUM DRIVE	0.40	12	Monthly	\$ 65.00	\$ 780.00
BENT OAKS/WHIPPOORWILL DR	0.20	12	Monthly	\$ 45.00	\$ 540.00
LONE OAK/LONE OAK DRIVE	3.00	12	Monthly	\$ 120.00	\$ 1,440.00
CENTRAL PARK/CENTRAL PARK BLVD.	3.50	12	Monthly	\$ 120.00	\$ 1,440.00
WINTER PARK/PELHAM DR	0.67	12	Monthly	\$ 60.00	\$ 720.00
FALCON CREST/CHAMPAGNE CIRCLE	0.40	12	Monthly	\$ 70.00	\$ 840.00
CITY HALL/CITY CENTER CIRCLE	3.00	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 120.00	\$ 1,920.00
AMBER VILLAGE/AMBER CIRCLE	0.10	6	May, July, Sept, Nov, Jan, March	\$ 40.00	\$ 240.00
FIRE STATION #5	0.60	12	Monthly	\$ 45.00	\$ 540.00
JACKSON STREET PARK	5.20	16	Monthly, 2x in June, Jul, Aug, Sept	\$ 100.00	\$ 1,600.00
FIRE STATION #2	0.30	12	Monthly	\$ 60.00	\$ 720.00
MONROE STREET	0.25	12	Monthly	\$ 40.00	\$ 480.00
LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINKED BY PIPE; DAGWOOD CIR, LOCUST AND FDOT POND ON SP CREEK RD	3.44	12	Monthly	\$ 100.00	\$ 1,200.00
BAYWOOD AVE	1.00	12	Monthly	\$ 40.00	\$ 480.00
SOUTHWINDS	4.00	12	Monthly	\$ 125.00	\$ 1,500.00
NIXON LANE	1.00	12	Monthly	\$ 50.00	\$ 600.00
CANALVIEW BLVD	2.00	12	Monthly	\$ 70.00	\$ 840.00
SUGAR GROVE/SUGAR GROVE COURT	1.00	12	Monthly	\$ 45.00	\$ 540.00
BUSCHMAN PARK	5.40	12	Monthly	\$ 125.00	\$ 1,500.00
ORANGE BLVD	1.00	12	Monthly	\$ 45.00	\$ 540.00
SPRUCE CREEK RD @ ACORN LN	1.00	12	Monthly	\$ 40.00	\$ 480.00
FIRE STATION #4 (AIRPORT RD)	1.00	12	Monthly	\$ 45.00	\$ 540.00
COMMONWEALTH/WESTRIDGE	0.50	12	Monthly	\$ 40.00	\$ 480.00
NOVA ROAD POND #1 (2 PONDS)	0.50	12	Monthly	\$ 70.00	\$ 840.00
NOVA ROAD POND #2	5.00	12	Monthly	\$ 150.00	\$ 1,800.00
NOVA ROAD POND #3 (2 PONDS)	6.00	12	Monthly	\$ 150.00	\$ 1,800.00
NOVA ROAD POND #4	12.00	12	Monthly	\$ 200.00	\$ 2,400.00
NOVA ROAD POND #5	3.50	12	Monthly	\$ 90.00	\$ 1,080.00
HIDDEN VILLAGE	0.15	12	Monthly	\$ 55.00	\$ 660.00
COMMONWEALTH /FREDERICK	0.50	12	Monthly	\$ 55.00	\$ 660.00
RENEGADE LANE DITCH	0.30	12	Monthly	\$ 40.00	\$ 480.00
FARMBROOK RETENTION POND	0.70	12	Monthly	\$ 55.00	\$ 660.00
DEVON STREET RETENTION POND	0.33	12	Monthly	\$ 40.00	\$ 480.00
ALL CANAL SECTIONS COMBINED	28.00	12	Monthly	\$ 375.00	\$ 4,500.00
SOUTHPORT RETENTION	0.79	12	Monthly	\$ 45.00	\$ 540.00
SLEEPY HOLLOW RETENTION POND	1.75	12	Monthly	\$ 75.00	\$ 900.00
SUMMERTREES RD TETENTION POND	0.33	12	Monthly	\$ 55.00	\$ 660.00
AIRPORT ROAD RETENTION POND	0.95	12	Monthly	\$ 50.00	\$ 600.00
DUNLAWTON/SP CREEK RD FDOT POND (WEST SIDE OF SP CREEK RD)	0.20	12	Monthly	\$ 55.00	\$ 660.00
WEST BAYSHORE DR RETENTION POND	0.80	12	Monthly	\$ 40.00	\$ 480.00
CAUSEWAY FDOT POND	0.15	12	Monthly	\$ 40.00	\$ 480.00
CORACI SPRT COMPLEX POND #1	2.21	12	Monthly	\$ 90.00	\$ 1,080.00
CORACI SPRT COMPLEX POND #2	1.25	12	Monthly	\$ 55.00	\$ 660.00
CORACI SPRT COMPLEX DITCH	1280 feet	12	Monthly	\$ 45.00	\$ 540.00
GOLF COURSE LAKES (19 total)	20.00	24	Twice Monthly Each Lake	\$ 750.00	\$ 18,000.00
D-1 DITCH/GOLF COURSE	1050 feet	12	Monthly	\$ 30.00	\$ 360.00
RIVERWALK PARK (2 PONDS)	1.05	12	Monthly	\$ 55.00	\$ 660.00
COST PER ADDITIONAL .50 ACRE WORK -SEPARATE LINE ITEM	24.5				
COST PER ADDITIONAL 1.0 ACRE WORK -SEPARATE LINE ITEM	49				
				TOTAL BASE BID	\$69,880.00

Clear Waters, Inc.

PO Box 291522

Port Orange, FL 32129-1522

PORT ORANGE ITB #18-19

EQUIPMENT LIST: AVAILABLE FROM NEW SMYRNA BEACH WAREHOUSE DAILY

8: PICKUP TRUCKS WITH LOCKED TOPPERS

3: 50 TANK GALLON MECHANICAL AGITATION SPRAYERS

8: BACK PACK SPRAYERS

6: KAWASAKI MULES EQUIPPED WITH 100 GALLON MECHANICAL AGITATION SPRAYERS

2: 16' SPRAY SKIFFS EQUIPPED WITH 100 GALLON MECHANICAL AGITATION SPRAYERS

1: 14' SPRAY SKIFF EQUIPPED WITH A 50 GALLON MECHANICAL AGITATION SPRAYER

1: 18' AIRBOAT EQUIPPED WITH A 50 GALLON HYDRAULIC AGITATION SPRAYER

1: 16' GHEENOE EQUIPPED WITH A 50 GALLON ELECTRIC PUMP SPRAYER

7: MISCELLANEOUS TRAILERS FOR EQUIPMENT

WE ALSO OWN A RIGHT OF WAY SWAMP BUGGY EQUIPPED WITH A 200 GALLON SPRAYER. AND 1 ATV WITH 25 GALLON SPRAYER.

OUR JACKSONVILLE LOCATION HAS:

2 BOATS, 2 MULES AND 3 TRUCKS

CITY OF PORT ORANGE ITB #18-19

Clear Waters, Inc.

8/22/2018

Herbicide List These products are available for use on the ITB. They may or may not all be used over the course of the contract.

Product	Manufacturer	Labeled Sites
Navigate	Applied Bio-Chemists	Aquatic
Aquathol K	United Phosphorus	Aquatic
Hydrothol 191	United Phosphorus	Aquatic
ClearCast	SePro Corp	Aquatic
Captain	SePro Corp	Aquatic
Habitat	SePro Corp	Aquatic
Komeen	SePro Corp	Aquatic
Nautique	SePro Corp	Aquatic
PhosLock	SePro Corp	Aquatic
Sonar AS	SePro Corp	Aquatic
Sonar Genesis	SePro Corp	Aquatic
Sonar Q	SePro Corp	Aquatic
SeClear	SePro Corp	Aquatic
Reward	Syngenta	Aquatic
Tribune	Syngenta	Aquatic
Weedar 64	NuFarm	Aquatic
Copper Sulphate	Chem One	Aquatic
AgriDex	Helena	Aquatic
FoamBuster	Helena	Aquatic
Kammo Plus	Helena	Aquatic
Kinetic	Helena	Aquatic
Surfix	Helena	Aquatic
Lake Dye	Helena	Aquatic
Trycera	Helena	Aquatic
CT-301	Cheltec	Aquatic
Clipper	NuFarm	Aquatic
Tradewind	NuFarm	Aquatic
Rodeo	Dow AgroSciences, LLC	Aquatic
Polyan	Brewer Intl'	Aquatic

FORM 7.2 – 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):

AQUATIC MANAGEMENT Plus LLC
NAME OF BUSINESS

Kyle Hines
AUTHORIZED SIGNATURE

KYLE HINES SALEMAN
NAME, TITLE, TYPED

25-1919131
FEDERAL IDENTIFICATION #

STATE OF Florida COUNTY OF Putnam

109 OAK TREE LANE
MAILING ADDRESS

Palatka, FL 32177
CITY, STATE & ZIP CODE

386-916-1575
TELEPHONE NUMBER / FAX NUMBER

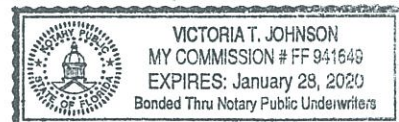
Kyle_Amp_e_comcast.net
E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of 21st of August, 2018 by Kyle Hines, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Victoria D. Johnson
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – 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: 8/14/2018 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."

Aquatic Management Plus, LLC
Name of Business

By: Kyle Hines

Printed KYLE HINES Name: Kyle Hines

Title: Salesman

STATE OF Florida
COUNTY OF Putnam

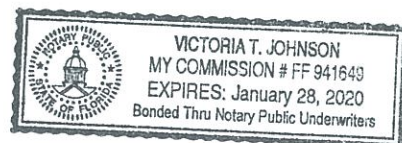
Sworn to (or affirmed) and subscribed before me this 21st day of August, 2018, by
Kyle Hines as Representative of
(NAME) (TITLE)
Aquatic Management Plus, LLC and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

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

Victoria T. Johnson
Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – 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.

Aquatic Management Plus, LLC
Name of Business

By: [Signature]
Printed Name: KYLE HINES
Title: Salesman

STATE OF Florida
COUNTY OF Putnam

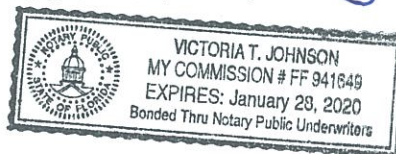
Sworn to (or affirmed) and subscribed before me this 21st day of August, 2018, by
Kyle Hines, as representative of
(NAME) (TITLE)
Aquatic Management Plus, LLC and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

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

This document must be completed and returned with your Submittal

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



FORM 7.5 – 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 Dave Ryan, who, being by me firstduly sworn, made the following statement:

1. The business address of 109 Oak Tree Lane Palatka, FL (name of Offeror or business) is Aquatic Management Plus, LLC.
2. My relationship to Dave Ryan (name of Offeror or business) is Sole mgn. mbr. (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 nolocontendere.
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.)~~

Aquatic Management Plus LLC
Name of Business

By: _____
Printed Name: DAVE RYAN
Title: MANAGING MEMBER

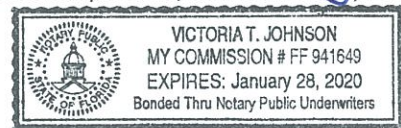
STATE OF Florida
COUNTY OF Putnam

Sworn to (or affirmed) and subscribed before me this 2nd day of August, 2018, by Dave Ryan, as Managing Member of Aquatic Management Plus, LLC and who:

[Notary, Please select one]
☒ is personally known to me; or
☐ has produced _____ as identification.

Victoria T. Johnson
Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.6 – 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: Aquatic Management Plus LLC

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

PRINTED SIGNATURE: Kyle Hines

TITLE: Salesman

ADDRESS: 109 OAK TREE LAKE

CITY: Alaska STATE: Alaska ZIP CODE: 32177

TELEPHONE: 306 FAX: _____

COMPLETION TIME: 8-21-18

F.E.I.N. NUMBER: 25-1919131

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): N/A

This document must be completed and returned with your Submittal

FORM 7.7 – 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 7.7 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. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- 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 7.7- Statement of Vendor's Qualifications

Answers

- A. Aquatic Management Plus LLC
- B. 109 Oak Tree Lane Palatka FL. 32177
- C. 2005
- D. LLC
- E. 13 Years
- F. St. Johns River Water Management District Sept. 30th \$ 190,590.00 contract # 32975, City Of Palm Coast Sept. 30th \$ 452,388.00, Seminole Generating Station April 2020 \$10,000.
- G. Aquatic and Upland weed control
- H. No
- I. No.
- J. St Johns River Water Management District Sept. 30th \$190,590.00, City of Palm Coast Sept. 30th \$452,388.00, Seminole Generating Station April 2020 \$10,000
- K. See attached list.
- L. City of Palm Coast, St Johns River Water Management District
- M. We have six licensed applicators, one mechanic, and two office staff.
- N. \$ 100,000
- O. Capital City Bank, Center State Bank
- P. On the company Yes

Equipment List
Aquatic Management Plus, LLC
109 Oak Tree Lane,
Palatka, FL 32177

1. UMI 7' Weed Harvester W/25,000 Trailer for Transport
2. D-30 Pump with 200 gallon mobile tank W/300 ft. of hose for Herbicide application.
3. Kawasaki 3010 & 4010 4x4 Mule W/100 gallon tank, D-30 Pump Remote application of Herbicide.
4. 14' Airboat-50 gallon sprayer-D-30 Pump canal herbicide application.
5. Spray Rig in 14' boat for herbicide application.
6. 12' Airboat injection system W/D-30 Pump for canal herbicide application.
7. Injection boxes for 12' Airboat for herbicide application.
8. 12' boat W/D-30 pump system.
9. 2008 Dodge 4X4, 1 Ton equipment hauler.
10. 10' Crosley Dump Trailer for hauling debris.
11. 5' Weed Harvester
12. Herbicide storage and maintenance shop located at 119 Springside Shortcut Road
13. Fabrication Shop/Maintenance.
14. Diesel and gas generators remote repair for power outages
15. Chains, com a longs, and binders for tree and stump removal from canals.
16. Marsh Master amphibious vehicle W/25 Ft Gooseneck trailer.
17. 2005 Chevy Colorado, 2012 F-350 2012 F-250, 2010 Ford F-250, 2013 GMC.
18. 14' Carolina Skiff W/100 gallon tank D-30 pump spray rig.
19. 50 Gallon Spray Minnesota Wanner Pump for herbicide application.
20. 60 Gallon Spray FMC Roller Pump for herbicide application.
21. 14' skiff with injection boxes

(Form 7.7 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.

Aquatic Management Plus LLC
Name of Business

By: Kyle Hines
Printed Name: Kyle Hines
Title: Salesman

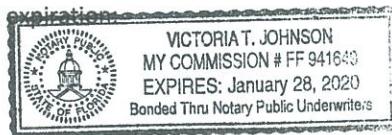
STATE OF Florida
COUNTY OF Putnam

Sworn to (or affirmed) and subscribed before me this 21st day of August, 2018, by
Kyle Hines, as representative
of Aquatic Management Plus, LLC and who:

[Notary: Please select one]

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

Victoria T. Johnson
Notary Public, State of _____
Printed, typed or stamped name, commission
and expiration



This document must be completed and returned with your Submittal

FORM 7.8 – 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: ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
Contact Person: Randy S. Snyder
City, State: MELBOURNE Florida
Telephone Number: 321-863-1123
Email Address: rsnyder@sswmd.com
Description of goods or
Services provided: Aquatic Weed Control Contract
Contract Amount: \$ 190,590.00
Start/End Date of Contract: July - Sept 30th 2020
2. Company Name: CITY OF PALM COAST
Contact Person: DON SCHRAGER
City, State: PALM COAST Florida
Telephone Number: 386-931-5991
Email Address: dschrager@palmcoastfla.com
Description of goods or
Services provided: AQUATIC WEED CONTROL
Contract Amount: \$ 452,388.00
Start/End Date of Contract: OCTOBER 2006 - OCT. 2018
3. Company Name: SEMINOLE GENERATING STATION
Contact Person: STEPHANE McNEAL
City, State: PALATKA Florida
Telephone Number: 386-328-9255 Ex2110
Email Address: Rmcneal@seminole-electric.com
Description of goods or
Services provided: Aquatic Weed Control & Upland Weed Control
Contract Amount: \$ 10,000.00
Start/End Date of Contract: April 2015 - until April 2020

This document must be completed and returned with your Submittal.

FORM 7.9 – 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): _____

BUSINESSNAME: _____

CONTACTPERSON/TITLE: _____

MAILINGADDRESS: _____

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: _____

****Please attach 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 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal



"ATTACHMENT 1" ITB 18-19 SCHEDULE OF UNIT PRICING BID FORM
CITY OF PORT ORANGE - AQUATIC PLANT MANAGEMENT SERVICES
ITB # 18-19

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: **AQUATIC MANAGEMENT PLUS LLC**

CONTACT PERSON: **KYLE HINES**

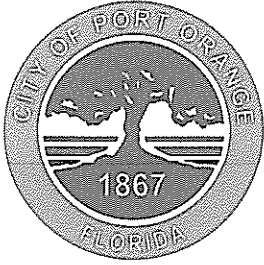
EMAIL ADDRESS: **KYLE@AMP@COMCAST.NET**

AUTHORIZED SIGNATURE:

This document must be completed and returned with your Submittal

TREATMENT AREA	This document		Treatment Schedule	Unit Cost	Annual Cost
	Approx Acreage	No. of annual visits			
AUTUMN TRAIL	1.15	10	No treatments Dec. or Feb.	\$ 24.49	\$ 244.95
CROSS CREEK/SECRET RIVER TRAIL	1.42	12	Monthly	\$ 30.24	\$ 362.95
HIDDEN LAKES/HIDDEN LAKES DRIVE	6.00	10	No treatments Dec. or Feb.	\$ 127.80	\$ 1278.00
WILLOW RUN SUB./THOMASINA DR	0.15	10	No treatments Dec. or Feb.	\$ 31.95	\$ 319.50
WILLOW RUN SUB./TRACY DR	0.10	6	May, July, Sept, Nov, Jan, March	\$ 21.13	\$ 12.78
WILLOW RUN SUB./HARMS WAY	0.25	6	May, July, Sept, Nov, Jan, March	\$ 5.32	\$ 31.95
SOUTHERN OAKS/SQUIRREL NEST LANE	0.10	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 2.13	\$ 34.08
GATEWOOD/OAK FOREST CIRCLE	0.15	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 3.19	\$ 51.12
FOXBORO/MILES DRIVE	1.00	24	Twice monthly	\$ 21.30	\$ 511.20
DEEP FOREST & FOXBORO/SANDLEWOOD DR	1.20	24	Twice monthly	\$ 25.56	\$ 613.44
FOXBORO/CROWN LANE	0.50	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 10.65	\$ 170.40
THE SETTINGS/ALSTRUM DRIVE	0.40	12	Monthly	\$ 8.52	\$ 102.24
BENT OAKS/WHIPPOORWILL DR	0.20	12	Monthly	\$ 4.26	\$ 51.12
LONE OAK/LONE OAK DRIVE	3.00	12	Monthly	\$ 63.90	\$ 766.80
CENTRAL PARK/CENTRAL PARK BLVD.	3.50	12	Monthly	\$ 74.55	\$ 894.60
WINTER PARK/PELHAM DR	0.67	12	Monthly	\$ 14.27	\$ 171.25
FALCON CREST/CHAMPAGNE CIRCLE	0.40	12	Monthly	\$ 8.52	\$ 102.24
CITY HALL/CITY CENTER CIRCLE	3.00	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 63.90	\$ 1022.40
AMBER VILLAGE/AMBER CIRCLE	0.10	6	May, July, Sept, Nov, Jan, March	\$ 2.13	\$ 12.78
FIRE STATION #5	0.60	12	Monthly	\$ 12.78	\$ 153.36
JACKSON STREET PARK	5.20	16	Monthly, 2x in June, Jul, Aug, Sept	\$ 110.76	\$ 1772.16
FIRE STATION #2	0.30	12	Monthly	\$ 6.39	\$ 76.68
MONROE STREET	0.25	12	Monthly	\$ 5.32	\$ 63.90
LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINKED BY PIPE; DAGWOOD CIR, LOCUST AND FDOT POND ON SP CREEK RD	3.44	12	Monthly	\$ 73.27	\$ 879.26
BAYWOOD AVE	1.00	12	Monthly	\$ 21.30	\$ 255.60
SOUTHWINDS	4.00	12	Monthly	\$ 85.20	\$ 1022.40
NIXON LANE	1.00	12	Monthly	\$ 21.30	\$ 255.60
CANALVIEW BLVD	2.00	12	Monthly	\$ 42.60	\$ 511.20
SUGAR GROVE/SUGAR GROVE COURT	1.00	12	Monthly	\$ 21.30	\$ 255.60
BUSCHMAN PARK	5.40	12	Monthly	\$ 115.02	\$ 1380.24
ORANGE BLVD	1.00	12	Monthly	\$ 21.30	\$ 255.60
SPRUCE CREEK RD @ ACORN LN	1.00	12	Monthly	\$ 21.30	\$ 255.60
FIRE STATION #4 (AIRPORT RD)	1.00	12	Monthly	\$ 21.30	\$ 255.60
COMMONWEALTH/WESTRIDGE	0.50	12	Monthly	\$ 10.65	\$ 127.80
NOVA ROAD POND #1 (2 PONDS)	0.50	12	Monthly	\$ 10.65	\$ 127.80
NOVA ROAD POND #2	5.00	12	Monthly	\$ 106.50	\$ 1278.00
NOVA ROAD POND #3 (2 PONDS)	6.00	12	Monthly	\$ 127.80	\$ 1533.60
NOVA ROAD POND #4	12.00	12	Monthly	\$ 255.60	\$ 3067.20
NOVA ROAD POND #5	3.50	12	Monthly	\$ 74.55	\$ 894.60
HIDDEN VILLAGE	0.15	12	Monthly	\$ 3.19	\$ 38.34
COMMONWEALTH/FREDERICK	0.50	12	Monthly	\$ 10.65	\$ 127.80
RENEGADE LANE DITCH	0.30	12	Monthly	\$ 6.39	\$ 76.68
FARMBROOK RETENTION POND	0.70	12	Monthly	\$ 14.91	\$ 178.92

[illegible]



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 1

August 14, 2018

ITB # 18-19 Aquatic Plant Management Services

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated July 20, 2018 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

No changes

B. CHANGES TO SPECIFICATIONS:

No changes

C. QUESTIONS AND ANSWERS:

1. Is there prior pricing available for this contract?

Answer: \$40,212.00 from April 2017 to April 2018, 12 months

2. Have any additional sites been added since the previous contract?

Answer: One

3. Are you satisfied with the current conditions that the sites are at now?

Answer: Yeah relatively, we had a lapse because this is late getting out, so the original contract had expired in April. So, we had a lapse in treatment, so it's a bad time of the year to have that, so they are not in the best shape right at the moment.

4. So, they have not been treated since April?

Answer: They have been treated June and July. For April and May 2018, they were not.

5. Is there easy accessibility on these sites?

Answer: Yeah, we try to maintain those accesses. We got secondaries in a couple areas. Some areas get a little muddy and a little wet and things like that. We got secondaries if need be.

6. Are there any obstacles and gates or things like that?

Answer: There are a couple of sites that are mostly everything is open.

7. Key or combination type stuff?

Answer: Key

8. Are all of the sites available to look at?

Answer: Absolutely they are.

9. Do I need to make arrangements to look at them?

Answer: You can look at them at your leisure. You do not need to make arrangements.

10. There is no way to schedule the pump?

Answer: Yes

11. Is there any way to shut the pumps off for a few days?

Answer: No, the pump station is in automatic mode.

12. Are you going to require a skiff or airboat?

Answer: Most of them are accessible. The majority are treated by airboat. The accesses are made for that.

12. Would a drier week be a better time to do it?

Answer: Drier time the sun burns it out, so you guys are not spraying it.

13. Laboratory testing for the following, how often did you do that in the last contract cycle?

Answer: This was previously overseen by another supervisor who retired.

14. Are you going to require laboratory testing now?

Answer: Upon request by the City, the vendor awarded this contract must have tests for the following performed by an approved laboratory: Dissolved oxygen, Temperature, Ammonia Nitrogen, Color, Alkalinity, Clarity, Chloride, Water Level, pH Level (units), Phosphate, Nitrate and Hardness.

Tom DiEulio, Operations Manager and Brett Matter, Maintenance Worker II are showing a Google Maps overview of the city on the chamber's video screens to answer questions:

15. Is that were your hydrilla issues are?

Answer: Little farther back up. We get a lot of salt water intrusion in that pond, so the salt pretty takes care of everything.

16. All that is accessible by airboat?

Answer: Yes, the current contractor does this with an airboat.

17. Is there any problems with private properties along there or anything?

Answer: You can see the fence lines here are all cities, everybody is pretty good with that, believe me they want you back there.

18. What percentage control did you get with the last contract?

Answer: As far as this goes, we were at 80-85%

19. This, the city pond right here, was that part of, wasn't it some mowing services, some retention maintenance were the ponds were included with mowing?

Answer: I don't think that was with chemicals. No, it was just all mowing

20. They are not part of the treatment?

Answer: No

21. They are using airboats? Skiffs?

Answer: Yeah, either or.

22. Have you had a lot of issues with duckweed or watermeal?

Answer: Duckweed a little bit from time to time.

23. When the lakes feed into the municipal ponds, from a private pond and you are constantly fighting it, what is your position on that?

Answer: We cannot control it.

24. Have you required the previous contractor to come back and retreat the introduction of the duckweed after he has performed treatments?

Answer: We have requested them to come back and do some areas to stay on top of it.

In all other respects, except as specifically stated herein, the subject ITB 18-19 remains unchanged.

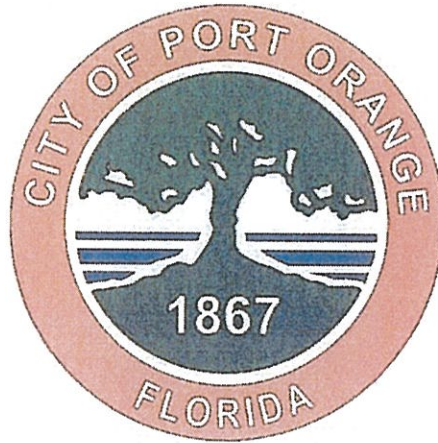
END OF ADDENDUM NO. # 1

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

AQUATIC PLANT MANAGEMENT SERVICES

ITB #18-19



City of Port Orange Purchasing Division

Prepared by: Joseph Castro

Release Date: July 20, 2018

Bid Due Date and Time: August 24, 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 Proposers

ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES. Bids 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 August 24, 2018** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at **10:00 A.M. (local time) on August 3, 2018** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

DESCRIPTION: *Treatment of Lakes, Canals, Ditches and Retention Ponds.*

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids 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 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

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 (DemandStar) via their website at www.demandstar.com. All questions shall be directed in writing to the Buyer, Joseph Castro, jcastro@port-orange.org or purchdiv@port-orange.org and reference "Questions on ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES in the subject line. Last day for questions will be **August 10, 2018 at 5:00 P.M.**

All Bidders 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 bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. No Bids 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 Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be submitted to the City Clerk's office with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to Joseph Castro, Buyer, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES."**

Joseph Castro Buyer
Legal Ad - One Time – July 20, 2018

[Remainder of this page left intentionally blank]

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of controlling weeds and grasses in the ditches, retention ponds, lakes and canals in the city of Port Orange. Contractor shall furnish all labor, material, supervision, travel, parts and equipment and technical expertise. The chosen contractor will be suitably licensed to execute the requested services and maintain and submit the mandatory records and reports.

Besides cost, other factors that will be considered will be qualifications, capabilities and experience in performing the required work.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder'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 ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids, including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:July 20, 2018
Non-Mandatory Pre-Bid Conference..... August 3, 2018 at 10:00 A.M.
Deadline for Questions:August 10, 2018 by 5:00 P.M.
Final Addendum Posting:August 17, 2018 by 5:00 P.M.
Bids Due: August 24, 2018 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of AwardTo Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) 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 Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids 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 bid package. Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.

All Bids will be opened publicly and the names of all Vendors shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Bids or parts of Bids if it is in the best interest of the City.

NON-MANDATORY PRE-BID CONFERENCE/SITE VISIT:

There will be a Non-Mandatory Pre-Bid Conference for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "ITB #18-19 AQUATIC PLANT MANAGEMENT SERVICES" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Joseph Castro
Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@port-orange.org
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB 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 Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

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 ITB 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, locations and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid 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 showing your company registered as "Active".

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, 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 ITB on the provided "Professional References" form. 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.

Past performance and years of experience with other contracts similar to this one, such as other municipalities with treatment areas comparable in size and type of areas treated. **At least 3 comparable references must be submitted on form provided in bid package.**

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 ITB. 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 Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF BIDS:

Correction of inadvertently erroneous Bids shall be permitted up to the time of ITB opening. Vendors shall not be allowed to modify their Bids after the opening time and date.

WITHDRAWAL OF BIDS:

NO Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB 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 Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases 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 litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

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.

REJECTION OF BIDS:

The City reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

BIDS 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.

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SECTION 3 – SCOPE OF WORK

1. Areas under contract are to be treated to control and maintain the undesirable (noxious) aquatic weeds and growth. Treatment methods that enhance conditions for diverse native plant growth must be implemented in mitigated areas and sites that contain desirable native plants. Tailored management plan for each location, according to type of waterbody, are required in order to control and maintain submersed weeds, floating and immersed plants and species including, but not limited to, plankton, blue green algae, bladderwort, cattails, water pennywort, chara, torpedo grass, bacopa, needle rush, primrose willows, duckweeds, hydrilla, southern naiad and shoreline grass.
2. All chemicals used to treat the retention areas under this contract MUST be registered and approved by the DEP. Each vendor must include a list of all chemicals they intend to use and where each will be applied in their treatment program.
3. Each vendor shall specify all types of chemicals and the manufacturer's product guarantees the company proposes to use in the treatment of all areas covered under this contract.
4. Each vendor must provide a list of equipment to be used for the services outlined in this scope of work to be eligible for the bid award.
5. Upon request by the City, the vendor awarded this contract must utilize an approved laboratory to test for the following:

Dissolved Oxygen, Temperature, Ammonia Nitrogen, Color, Alkalinity,

Clarity, Chloride, Water level, pH level (units), Phosphate, Nitrate and

Hardness.

The results of tests performed must be submitted to the City and contractor is responsible for any costs associated with testing.
6. Should the City deem further testing necessary, the vendor will be required to

obtain State certified tests at their expense in order to diagnose the problem so that a remedy can be reached and exact knowledge of the cause can be ascertained.

7. The vendor awarded this contract must submit a monthly report (City will provide form) that shows a summary of the condition of each lake, canal, ditch and retention pond covered under this contract and the date treatment was administered (see "report example" in bid package).
Payment to the vendor for services provided under this contract will be made on a monthly basis; however, payment will not be processed until the monthly report has been submitted by the vendor and reviewed by City staff.
8. The contractor will be responsible for all transportation and storage of chemicals. No chemicals will be stored on City property.
9. PLEASE NOTE: The "approximate acreage" and "approximate feet" figures shown for each area on the bid submittal sheet are approximations only. It is recommended that each vendor visit each location to be treated prior to submitting his or her bid.

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TREATMENT AREA	Approx Acreage
AUTUMN TRAIL	1.15
CROSS CREEK/SECRET RIVER TRAIL	1.42
HIDDEN LAKES/HIDDEN LAKES DRIVE	6.00
WILLOW RUN SUB./THOMASINA DR	0.15
WILLOW RUN SUB./TRACY DR	0.10
WILLOW RUN SUB./HARMS WAY	0.25
SOUTHERN OAKS/SQUIRREL NEST LANE	0.10
GATEWOOD/OAK FOREST CIRCLE	0.15
FOXBORO/MILES DRIVE	1.00
DEEP FOREST & FOXBORO/SANDLEWOOD DR	1.20
FOXBORO/CROWN LANE	0.50
THE SETTINGS/ALSTRUM DRIVE	0.40
BENT OAKS/WHIPPOORWILL DR	0.20
LONE OAK/LONE OAK DRIVE	3.00
CENTRAL PARK/CENTRAL PARK BLVD.	3.50
WINTER PARK/PELHAM DR	0.67
FALCON CREST/CHAMPAGNE CIRCLE	0.40
CITY HALL/CITY CENTER CIRCLE	3.00
AMBER VILLAGE/AMBER CIRCLE	0.10
FIRE STATION #5	0.60
JACKSON STREET PARK	5.20
FIRE STATION #2	0.30
MONROE STREET	0.25
LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINKED BY PIPE; DAGWOOD CIR, LOCUST AND FDOT POND ON SP CREEK RD	3.44
BAYWOOD AVE	1.00
SOUTHWINDS	4.00
NIXON LANE	1.00
CANALVIEW BLVD	2.00
SUGAR GROVE/SUGAR GROVE COURT	1.00
BUSCHMAN PARK	5.40
ORANGE BLVD	1.00
SPRUCE CREEK RD @ ACORN LN	1.00
FIRE STATION #4 (AIRPORT RD)	1.00
COMMONWEALTH/WESTRIDGE	0.50
NOVA ROAD POND #1 (2 PONDS)	0.50
NOVA ROAD POND #2	5.00
NOVA ROAD POND #3 (2 PONDS)	6.00
NOVA ROAD POND #4	12.00
NOVA ROAD POND #5	3.50
HIDDEN VILLAGE	0.15
COMMONWEALTH/FREDERICK	0.50
RENEGADE LANE DITCH	0.30
FARMBROOK RETENTION POND	0.70
DEVON STREET RETENTION POND	0.33
ALL CANAL SECTIONS COMBINED	28.00
SOUTHPORT RETENTION	0.79
SLEEPY HOLLOW RETENTION POND	1.75
SUMMERTREES RD TETENTION POND	0.33
AIRPORT ROAD RETENTION POND	0.95
DUNLAWTON/SP CREEK RD FDOT POND (WEST SIDE OF SP CREEK RD)	0.20
WEST BAYSHORE DR RETENTION POND	0.80
CAUSEWAY FDOT POND	0.15
CORACI SPRT COMPLEX POND #1	2.21
CORACI SPRT COMPLEX POND #2	1.25
CORACI SPRT COMPLEX DITCH	1280 feet
GOLF COURSE LAKES (19 total)	20.00
D-1 DITCH/GOLF COURSE	1050 feet
RIVERWALK PARK (2 PONDS)	1.05

CANAL SECTIONS

AREA	LOCATION DESCRIPTION
B-19 Basin	
Willow Run	South side of Willow Run Boulevard est. 3.25 ac
Willow Run (north side)	From Chardonnay to B-19 Canal est. 3.03 ac
Horizon Canal	South side of Willow Run I-95 to B-19 Canal est. 3.85 ac
Cambridge Basin	
Foxboro Canal	Foxboro Retention (Miles Drive to Taylor Road) est. 2.74 ac
Cambridge Canal	Taylor Road to Rose Bay est. 8.32 ac
Deep Forest Canal	Nova Road to Timberwood Drive est. .89 ac
Hensel Hill Canal	Hensel Hill east to Taylor Road est. .72 ac
Halifax Basin	
Sleepy Hollow Canal	Sleepy Hollow sub., north side (Publix to Shallowbrook) est. 1.03 ac
Sanders Road Canal	Spruce Creek Road to Halifax Canal est. .48 ac
City Hall	Pop-off canal, east of gymnasium est. .19 ac
Reed Canal Basin	
Madeline Ditch	From Sugar House Drive to Nova Road (both sides of roadway) est. 1.48 ac
Riverwood Basin	
Spruce Creek Road Ditch	From Cove Court to Golden Pond est. .54 ac
Ditches along Newton Road, Gladys Street, Dalford Road and Renner Road est. total 1.16 ac	
River Font Basin	
Fox Place Canal	West end of Fleming to Public Works yard est. .31 ac

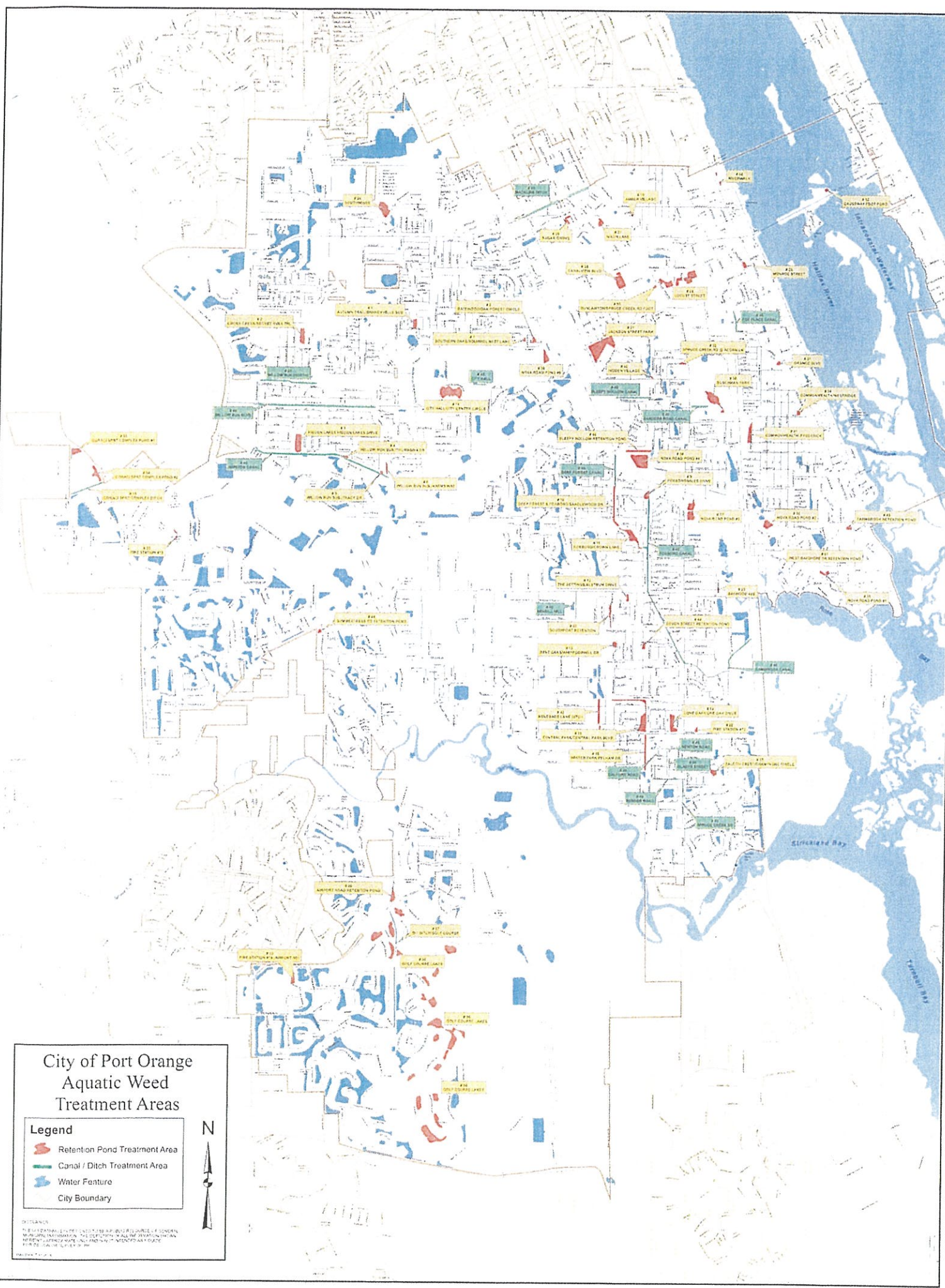
City of Port Orange Aquatic Weed Treatment Areas

Legend

-  Retention Pond Treatment Area
-  Canal / Ditch Treatment Area
-  Water Feature
-  City Boundary



DISCLAIMER
THE CITY OF PORT ORANGE DOES NOT WARRANT THE ACCURACY OF THE INFORMATION
CONTAINED HEREIN. THE CITY OF PORT ORANGE DOES NOT WARRANT THE
ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY OF PORT ORANGE
DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED
HEREIN.



City of Port Orange
Treatment of Lakes, Canals, Ditches and Retention Ponds
ITB #18-19

A blank reporting form will be provided to contractor awarded bid. The report form must be completed by the contractor each month after the site visit and it needs to provide information such as shown below in the example.

City of Port Orange
Monthly Report for: May 2018

Treatment Area	Treatment Schedule	Date of Treatment	Condition	Notes / Concerns
1. Autumn Trail / Brandy Hills subs.	Monthly except Dec./Feb.	05/09/18	Good	No notes of concern
2. Cross Creek sub., Secret River Trail	Monthly	05/10/18	Good	No notes of concern
2A Littoral Zone	May, July, Sept., Nov., Jan, March	05/09/18	Good	No notes of concern
3. Hidden Lakes sub., Hidden Lake Dr.	Monthly except Dec./Feb.	05/10/18	Fair	May need add'l visit (algae)
4. Willow Run sub., Thomasina Drive	Monthly except Dec./Feb	05/10/18	Good	No notes of concern
5. Willow Run sub., Tracy Drive	May, July, Sept., Nov., Jan, March	05/10/18	Good	Improved from last month (algae)
6. Willow Run sub., Harms Way	May, July, Sep., Nov., Jan, March	05/09/18	Good	No notes of concern

Reports must show date area visited, note "condition" and list areas of concern (if any).

EXAMPLE

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 the 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.

ITB 18-19

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 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".)

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 tenders 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 release 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 the 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 ITB 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 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 at 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 nonresponse 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. **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.

37. **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.

38. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

39. **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.

40. **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.

41. **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.

42. **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.

43. **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.

44. **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.

45. **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.

46. **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.

47. **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.

48. **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.

49. **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.

50. **INSURANCE**

If required upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

51. **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.

52. **INSURANCE REQUIREMENTS**

If required 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.

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 ALMA	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	

53. **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.

54. **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.

55. **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.

56. **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.

57. **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.

58. **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.

59. **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) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid 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.

60. **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.

61. **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.

62. **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.

63. **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.

64. **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.

65. **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.

66. **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.

67. **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).

68. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

69. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if a pre-bid 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. 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.

70. **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 or written in ink, or electronically imputed 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.

71. **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.

72. **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.

73. **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.

74. **PROPRIETY 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.

75. **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.

76. **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.

77. **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.

78. **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.

79. **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.

80. **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.

81. **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.

82. **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.

83. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

84. **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.)

85. **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.

86. **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.

87. **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.

88. **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.

89. **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.

90. **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.

91. **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.

92. **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.

93. **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.

94. **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.

95. **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.

96. **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.

97. **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.

98. **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.

99. **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.

100. **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.

101. **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.

102. **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.

103. **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.

104. **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.

105. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to 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.

106. **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.

107. **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.

108. **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.

109. 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.

110. 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)

111. 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.

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) Days from the ITB opening date.

CONTRACT TERM

The term of the contract shall be an initial term will be for 2 years with three – one-year renewals upon mutual agreement of both parties. Either party may cancel the contract for any or no reason with a thirty (30) days written notice to the other party.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal. Each vendor will provide a State of Florida Applicator Certification/License upon request.

NOTICE:

The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

CHANGES:

The City also reserves the right to increase or decrease the listed locations as long as the total annual expenditure amount does not change more than 10%. All changes must be in writing and approved by all parties. Changes exceeding 10% of the original bid price would require a change in scope and City Council approval. The contractor agrees to perform additional work or reduce existing work in accordance with the specifications per unit pricing bid.

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.

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

_____Form 7.2 – Vendor’s Acknowledgement

_____Form 7.3 – Addendum and Change Order Procedure Acknowledgement

_____Form 7.4 – Drug Free/Tie Preference Statement

_____Form 7.5 – Public Entity Crimes Statement

_____Form 7.6 – Affidavit of Anti-Collusion

_____Form 7.7– Statement of Vendor’s Qualifications

_____Form 7.8 – Professional References for Previous Experience

_____Form 7.9 – Local Business Affidavit of Eligibility

_____Attachment 1 – Bid Proposal

_____Vendor Equipment List

_____Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flashdrive) version in PDF format.

[Remainder of this page left intentionally blank]

FORM 7.2 – 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):

Wetlands Management SF LLC

NAME OF BUSINESS

1055 SE Holbrook Ct.

MAILING ADDRESS

Port St. Lucie, Florida, 34592

CITY, STATE & ZIP CODE

AUTHORIZED SIGNATURE

Lori Kosul/ Manager

843-296-8004 / 772-283-3646

TELEPHONE NUMBER / FAX NUMBER

NAME, TITLE, TYPED

46-2256683

Wetlandssf@outlook.com

E-MAIL ADDRESS

FEDERAL IDENTIFICATION #

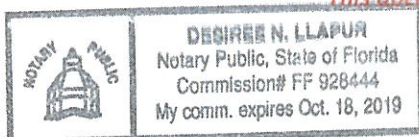
STATE OF Florida COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this day of Aug 23rd, 2018 by Lori Kosul, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 10-18-19

Notary Public

This document must be completed and returned with your Submittal



ITB 18-19

FORM 7.3 – 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: 8/14/18 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.”

Wetlands Management SF LLC

Name of Business

By: _____

Printed Lori Kosul Name: Lori Kosul

Title: Owner

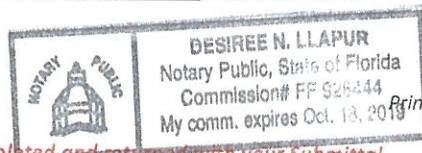
STATE OF Florida
COUNTY OF St. Lucie

Sworn to (or affirmed) and subscribed before me this 23 day of August, 2018, by
Lori Kosul (NAME), as owner (TITLE) of
Wetlands Management SF LLC (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced FL DL as identification.



Desiree N. Llapur
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – 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.

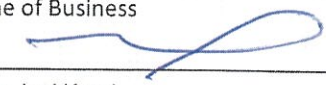
In order to have a drug-free workplace program, a business shall:

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.

Wetlands Management SF LLC

Name of Business

By: 

Printed Name: Lori Kosul

Title: Owner

STATE OF Florida

COUNTY OF St. Lucie

Sworn to (or affirmed) and subscribed before me this 23 day of August, 2018, by Lori Kosul, as owner of

Wetlands Management SF LLC and who: (NAME OF ORGANIZATION)

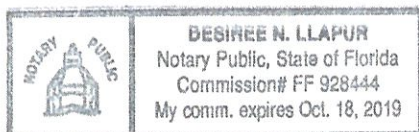
[Notary: Please select one]

☐ is personally known to me; or

☒ has produced FL DL as identification.

This document must be completed and returned with your Submittal

Desiree N. Lapur
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



FORM 7.5 – 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 Lori Kosul, who, being by me firstduly sworn, made the following statement:

1. The business address of 1055 SE Holbrook Ct, Port St Lucie Fl, 34592 (name of Offeror or business) is Wetlands Management SF LLC.
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 nolocontendere.
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.)~~

Wetlands Management SF LLC

Name of Business

By: _____

Printed Name: Lori Kosul

Title: Owner

STATE OF Florida

COUNTY OF St. Lucie

Sworn to (or affirmed) and subscribed before me this 23 day of August, 2018, by Lori Kosul, as owner of Wetlands Management SF LLC and who:

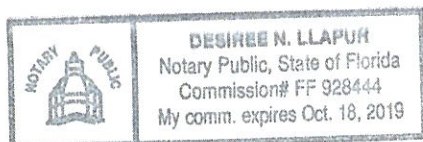
(Notary: Please select one)

☐ is personally known to me; or

☒ has produced FL DL as identification.

This document must be completed and returned with your Submittal

Desiree N. Llapuh
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



ANTI-COLLUSION STATEMENT BID FORM:

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

NAME OF FIRM: Wetlands Management SF LLC

PRINTED SIGNATURE: Lori Kosul

TITLE: Owner

ADDRESS: 1055 SE Holbrook Ct

CITY: STATE: FL ZIP CODE: 34592

TELEPHONE: _____ FAX: 772-283-8420/772-283-3646

COMPLETION TIME: 8:00am 8/22/18

F.E.I.N. NUMBER: 46-2256683

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): _____

ITB 18-19

FORM 7.7 – 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 7.7 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. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- 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

WETLANDS MANAGEMENT SF LLC

CELEBRATING OUR 25th YEAR IN BUSINESS

August 18, 2018

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

Form 7.7- Statement of Vendors Qualifications

- A.) Wetlands Management SF LLC
- B.) 1055 SE Holbrook ct, Port St. Lucie FL, 34592
- C.) 1993
- D.) N/A
- E.) Wetlands Management Inc was established in 1993 but has since changed ownership and has been doing business under Wetlands Management SF LLC since 2013.
- F.) N/A
- G.) Wetlands Management SF LLC has been working diligently in southern Florida to offer services from Lakes and Canals to large preserves. Our standard of work has always received reputable feedback.
- H.) No also no litigation history.
- I.) No.
- J.) See attached document
- K.) See attached document
- L.) Wetlands Management has extensive experience in projects of this size. We have currently managed Palm Beach Gardens, Traditions CDD of Port St. Lucie and multiple HOA communities and kept them under compliance with SFWMD.
- M.) See attached
- N.) \$50,000 dollar line available TBD
- O.) Branch Banking and Trust 10585 S US Highway 1, Port St. Lucie FL 34592
- P.) Yes

ENVIRONMENTAL CONSULTANTS, CONTRACTORS AND LAKE MAINTENANCE

4696 SW Leighton Farm Avenue Palm City, Fl. 34990

Office: 772-283-8420 / Fax: 772-283-3646 / Email: wetlandssf@outlook.com

Website: www.wetlands-management.com

WETLANDS MANAGEMENT SF, LLC

FORM 7.7 (m.)

Name & Title: Daniel Vasquez –Biologist/Manager

Experience: 1 year experience with Wetlands Management, 13 additional years experience State, Federal, County, City

Education: Bachelor's of Science in Fisheries Science/ Environmental Law. Class of 2010

Licenses: Aquatic Applicator #- DTN 869621

References:

1. Daniel Widdick- City of Palm Beach County- 561-282-8552
2. Sheridan Smith- Sales Manager- 561-350-9325
3. John Gallagher- Traditions CDD – 772-345-5101

Name and Title: Lori Kosul- Owner/ Managing Member

Experience- 25years of Spray application experience. Managing Partner since 2013

Education- Bachelors of Science

References:

1. Mike Eustin- Martin County- 772-341-0816
2. Roger Barnes- US Army- 843-296-8004
3. Lorraine Levulis- Lake Grove Estates- 772-486-4230

Name and Title: Brent Montgomery- Biologist/Consultant

Experience: 20years as lead Biologist/Manager for Wetlands Management SF LLC

Education: Bachelor's of Science Auburn University

Licenses: Licensed Aquatic Applicator

References:

1. Daniel Widdick- City of Palm Beach County- 561-282-8552
2. Zachary Hughes- Martin County- 970-485-3212
3. John Gallagher- Traditions CDD – 772-345-5101

Name and Title: Fransisco Gaspar- Laborer

Experience: 20 years as Spray Technician with Wetlands Management SF LLC

Education: Diploma

Licenses: None

References: None

Name and Title: Antonio Tomas – Laborer
Experience: 20yrs as Spray Technician with Wetlands Management SF LLC
Education: Diploma
Licenses: None

References: None

Name and Title: Julio Gaspar- Laborer
Experience: 1 years as Spray Technician with Wetlands Management SF LLC
Education: None
Licenses: None

References: None

Name and Title: Jose Puente- Laborer
Experience: 3 years as Spray Technician. 1 year with Wetlands Management SF LLC
Education: Diploma
Licenses: None

References: None

ENVIRONMENTAL CONSULTANTS, CONTRACTORS AND LAKE MAINTENANCE

4696 SW Leighton Farm Avenue Palm City, Fl. 34990

Office: 772-283-8420 / Fax: 772-283-3646 / Email: wetlandssf@outlook.com

Website: www.wetlands-managment.com

WETLANDS MANAGEMENT SF LLC

CELEBRATING OUR 25th YEAR IN BUSINESS

August 18, 2018

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

Form 7.7 (k.)- Equipment List

Item	Quantity
John Deere 4x4 Gators	2
2001 Ford F-150	1
2003 Toyota Tundra	1
35 gallon spray tanks/guns	3
50 gallon spray tank/guns	1
Trash Rake Attached to J14 Carolina Skiff	1
Carolina Skiff J14 w/25hp Evinrude Outboard	1
Weed Trimmers	4
20' Trailers for hauling all equipment	2
Stihl Chainsaws	1
Weighted Hoses for Subsurface Applications	3
12' John Boat and Trolling Motor	1
Aquatic Weed Rakes, Handtools, Trimmers	3 of each
4 gallon Backpack Sprayers	5

ENVIRONMENTAL CONSULTANTS, CONTRACTORS AND LAKE MAINTENANCE

4696 SW Leighton Farm Avenue Palm City, Fl. 34990

Office: 772-283-8420 / Fax: 772-283-3646 / Email: wetlandssf@outlook.com

Website: www.wetlands-management.com

(Form 7.7 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.

Wetlands Management SF LLC

Name of Business

By: 

Printed Name: Lori Kosul

Title: Owner

STATE OF Florida

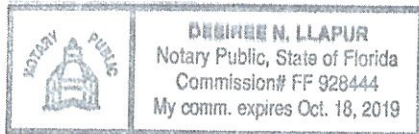
COUNTY OF St. Lucie

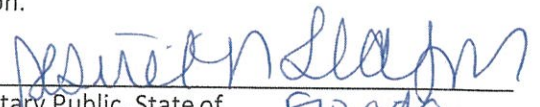
Sworn to (or affirmed) and subscribed before me this 23 day of August, 2018, by
Lori Kosul, as Owner
of Wetlands Management SF LLC and who:

[Notary: Please select one]

☐ is personally known to me; or

☒ has produced FL DL as identification.




Notary Public, State of Florida

Printed, typed or stamped name, commission

and expiration: 10-18-19 Desiree Llapur

This document must be completed and returned with your Submittal

FORM 7.8 – 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: City of Palm Beach Gardens
Contact Person: Daniel Widdick
City, State: Palm Beach Gardens, FL
Telephone Number: 561-282-8552
Email Address: dwiddick@pbgfl.com
Description of goods or
Services provided: Aquatic Plant Management Services
Contract Amount: 12,600 a year
Start/End Date of Contract: October 2014- Ongoing contractor
2. Company Name: Traditions Community Development District
Contact Person: John Gallagher
City, State: Port St Lucie, FL
Telephone Number: 772-345-5101
Email Address: JohnG@fishkind.com
Description of goods or
Services provided: Aquatic Plant Management Services
Contract Amount: \$84,000 a year
Start/End Date of Contract: October 2014-October 2018
3. Company Name: Sandhill Crane Golf Course
Contact Person: Pat Munson
City, State: Palm Beach Gardens, Florida
Telephone Number: 561-329-5753
Email Address: pmunson@pbgfl.com
Description of goods or
Services provided: Aquatic and Preserve Plant Management Services
Contract Amount: 12,600 yearly
Start/End Date of Contract: October 2014 Ongoing Contractor

This document must be completed and returned with your Submittal.

FORM 7.9 – 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): ITB#18-19

BUSINESSNAME: Wetlands Management SF LLC

CONTACTPERSON/TITLE: Lori Kosul/ Owner

MAILINGADDRESS: 1055 SE Holbrook ct

CITY-STATE-ZIP: Port St. Lucie FL, 34592

Length of Time at Address Provided: 3 months

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): 46-2256683

BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____

PHONE NUMBER: 772-475-5125 FAX: 772-283-3646

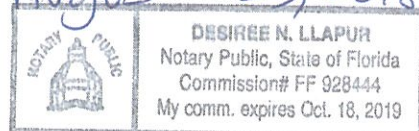
EMAIL: wetlandssf@outlook.com

****Please attach 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 Lori Kosul who, after being sworn according to law, stated that he or she was authorized to represent Wetlands Mgmt SF LLC and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.



SWORN AND SUBSCRIBED BEFORE ME

August 23, 2018

Desiree N. Llapur

SIGNATURE OF NOTARY PUBLIC

THIS 23 DAY OF August, 2018

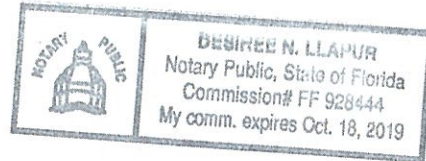
My Commission Expires: 10-18-19

NOTARY SEAL

[Signature] 8-23-18
SIGNATURE OF AFFIANT DATE

Lori Kosul/ Owner

PRINTED NAME OF AFFIANT / TITLE
Wetlands Management SF LLC



COMPANY

This document must be completed and returned with your Submittal



"ATTACHMENT 1" ITB 18-19 SCHEDULE OF UNIT PRICING BID FORM
CITY OF PORT ORANGE - AQUATIC PLANT MANAGEMENT SERVICES

ITB # 18-19

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: Wetlands Management SF LLC

CONTACT PERSON: Daniel Vasquez

EMAIL ADDRESS: Wetlandssf@outlook.com

AUTHORIZED SIGNATURE:

This document must be completed and returned with your Submittal

TREATMENT AREA	Approx Acreage	No. of annual visits	Treatment Schedule	Unit Cost	Annual Cost
ACTUIN TRAIL	1.15	10	No treatments Dec. or Feb.	\$ 28.75	\$ 287.50
CROSS CREEK/SECRET RIVER TRAIL	1.42	12	Monthly	\$ 35.50	\$ 426.00
HIDDEN LAKES/HIDDEN LAKES DRIVE	6.00	10	No treatments Dec. or Feb.	\$ 150.00	\$ 1500.00
WILLOW RUN SUB./THOMASINA DR	0.15	10	No treatments Dec. or Feb.	\$ 3.75	\$ 37.50
WILLOW RUN SUB./TRACY DR	0.10	6	May, July, Sept, Nov, Jan, March	\$ 2.50	\$ 15.00
WILLOW RUN SUB./HARMS WAY	0.25	6	May, July, Sept, Nov, Jan, March	\$ 6.25	\$ 37.50
SOUTHERN OAKS/SQUIRREL NEST LANE	0.10	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 2.50	\$ 40.00
GATEWOOD/OAK FOREST CIRCLE	0.15	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 3.75	\$ 60.00
FOXBORO/MILES DRIVE	1.00	24	Twice monthly	\$ 25.00	\$ 600.00
DEEP FOREST & FOXBORO/SANDLEWOOD DR	1.20	24	Twice monthly	\$ 30.00	\$ 720.00
FOXBORO/CROWN LANE	0.50	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 12.50	\$ 200.00
THE SETTINGS/ALSTRUM DRIVE	0.40	12	Monthly	\$ 10.00	\$ 120.00
BENT OAKS/WHIPPOORWILL DR	0.20	12	Monthly	\$ 5.00	\$ 60.00
LOVE OAK/LOVE OAK DRIVE	3.00	12	Monthly	\$ 75.00	\$ 900.00
CENTRAL PARK/CENTRAL PARK BLVD.	3.50	12	Monthly	\$ 87.50	\$ 1050.00
WINTER PARK/PELIHAM DR	0.67	12	Monthly	\$ 16.75	\$ 201.00
FALCON CREEK/CHAMPAGNE CIRCLE	0.40	12	Monthly	\$ 10.00	\$ 120.00
CITY HALL/CITY CENTER CIRCLE	3.00	16	Monthly, 2x in Jun, Jul, Aug, Sept	\$ 75.00	\$ 1200.00
AMBER VILLAGE/AMBER CIRCLE	0.10	6	May, July, Sept, Nov, Jan, March	\$ 2.50	\$ 15.00
FIRE STATION #5	0.60	12	Monthly	\$ 15.00	\$ 180.00
JACKSON STREET PARK	5.20	16	Monthly, 2x in June, Jul, Aug, Sept	\$ 130.00	\$ 2080.00
FIRE STATION #2	0.30	12	Monthly	\$ 7.50	\$ 90.00
MONROE STREET	0.25	12	Monthly	\$ 6.25	\$ 75.00
LOCUST STREET-TO INCLUDE 3 POND AREAS ALL LINKED BY PIPE; DAGWOOD CIR, LOCUST AND FOOT POND ON SP CREEK RD	3.44	12	Monthly	\$ 86.00	\$ 1032.00
BAYWOOD AVE	1.00	12	Monthly	\$ 25.00	\$ 300.00
SOUTHWINDS	4.00	12	Monthly	\$ 100.00	\$ 1200.00
NIXON LANE	1.00	12	Monthly	\$ 25.00	\$ 300.00
CANALVIEW BLVD	2.00	12	Monthly	\$ 50.00	\$ 600.00
SUGAR GROVE/SUGAR GROVE COURT	1.00	12	Monthly	\$ 25.00	\$ 300.00
BUSCHMAN PARK	5.40	12	Monthly	\$ 135.00	\$ 1620.00
ORANGE BLVD	1.00	12	Monthly	\$ 25.00	\$ 300.00
SPRUCE CREEK RD @ ACORN LN	1.00	12	Monthly	\$ 25.00	\$ 300.00
FIRE STATION #4 (AIRPORT RD)	1.00	12	Monthly	\$ 25.00	\$ 300.00
COMMONWEALTH/VESTRIDGE	0.50	12	Monthly	\$ 12.50	\$ 150.00
NOVA ROAD POND #1 (2 PONDS)	0.50	12	Monthly	\$ 12.50	\$ 150.00
NOVA ROAD POND #2	5.00	12	Monthly	\$ 125.00	\$ 1500.00
NOVA ROAD POND #3 (2 PONDS)	6.00	12	Monthly	\$ 150.00	\$ 1800.00
NOVA ROAD POND #4	12.00	12	Monthly	\$ 300.00	\$ 3600.00
NOVA ROAD POND #5	3.50	12	Monthly	\$ 87.50	\$ 1050.00
HIDDEN VILLAGE	0.15	12	Monthly	\$ 3.75	\$ 45.00
COMMONWEALTH/FREDERICK	0.50	12	Monthly	\$ 12.50	\$ 150.00
RENEGADE LANE DITCH	0.30	12	Monthly	\$ 7.50	\$ 90.00
FARMBROOK RETENTION POND	0.70	12	Monthly	\$ 17.50	\$ 210.00
DEVON STREET RETENTION POND	0.33	12	Monthly	\$ 8.25	\$ 99.00
ALL CANAL SECTIONS COMBINED	28.00	12	Monthly	\$ 700.00	\$ 8400.00
SOUTHPORT RETENTION	0.79	12	Monthly	\$ 19.75	\$ 237.00
SLEEPY HOLLOW RETENTION POND	1.75	12	Monthly	\$ 43.75	\$ 525.00
SUMMIT TREES RD RETENTION POND	0.33	12	Monthly	\$ 8.25	\$ 99.00
AIRPORT ROAD RETENTION POND	0.95	12	Monthly	\$ 23.75	\$ 285.00
DUNLAWTON/SP CREEK RD FOOT POND (WEST SIDE OF SP CREEK RD)	0.20	12	Monthly	\$ 5.00	\$ 60.00
WEST BAYSHORE DR RETENTION POND	0.80	12	Monthly	\$ 20.00	\$ 240.00
CAUSEWAY FOOT POND	0.15	12	Monthly	\$ 3.75	\$ 45.00
CORACI SPRT COMPLEX POND #1	2.21	12	Monthly	\$ 55.25	\$ 663.00
CORACI SPRT COMPLEX POND #2	1.25	12	Monthly	\$ 31.25	\$ 375.00
CORACI SPRT COMPLEX DITCH	1280 feet	12	Monthly	\$ 0.72	\$ 8.70
GOLF COURSE LAKES (19 total)	20.00	24	Twice Monthly Each Lake	\$ 300.00	\$ 7200.00
D-1 DITCH/GOLF COURSE	1850 feet	12	Monthly	\$ 0.60	\$ 7.20
RIVERWALK PARK (2 PONDS)	1.05	12	Monthly	\$ 26.25	\$ 315.00
COST PER ADDITIONAL .50 ACRE WORK -SEPARATE LINE ITEM	\$ 12.50				
COST PER ADDITIONAL 1.0 ACRE WORK -SEPARATE LINE ITEM	\$ 25.00				
				TOTAL BASE BID	\$ 43,570.40



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: Ronny Buttrum, Deputy Director Public Works

FROM: Tom DiEulio, Operations Manager

DATE: September 10, 2018

SUBJECT: Recommendation to Award ITB#18-19
Aquatic Plant Management Services

REQUEST:

The Public Works & Utilities Department requests City Council to Award Bid 18-19 to Applied Aquatic Management, Inc. as the lowest responsive bidder and authorize the City Manager to exercise renewal options as outlined in the bid documents with a spending authority in an amount not to exceed annual budget as approved by City Council.

PURPOSE:

The purpose of this request is to control and maintain undesirable (noxious) aquatic weeds and growth in accordance with the St. Johns River Water Management District stormwater permit (MS4).

CONSIDERATION:

The Public Works & Utilities Department has identified lakes, canals, ditches and retention ponds throughout the city that require a scheduled treatment program to control weeds and vegetative growth.

On August 24, 2018 the City of Port Orange received eight sealed bids for ITB 18-19 Aquatic Plant Management Services. The base service bids received were as follows:

- Aquatic Weed Control Services - \$168,030.00
- Airboat Addicts, Inc. - \$95,897.00
- Applied Aquatic Management, Inc. - \$40,020.00
- Solitude Lake Management - \$64,898.64
- The Lake Doctors Inc. - \$94,950.00

- Clear Waters, Inc - \$69,880.00
- Aquatic Management Plus LLC - \$44,281.55
- Wetland Management SF LLC. - \$43,570.40

The bid provided a price for additional areas to be treated at a specified cost per acre in addition to the base bid and as authorized in writing by Public Works and as authorized in the annual budget.

The contract is for initial two (2) year term, with the option for five (5) one-year renewals. All renewals are contingent upon mutual written agreement. All work is to be performed under a purchase order. Work will commence based on a Notice to Proceed (NTP).

FUNDING:

412-1800-541-3414 - \$36,972.00

001-4400-572-3414 - \$ 3,048.00

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council to Award Bid 18-19 to Applied Aquatic Management, Inc. as the lowest responsive bidder and authorize the City Manager to exercise renewal options as outlined in the bid documents with a spending authority in an amount not to exceed annual budget as approved by City Council.

ANTICIPATED SCHEDULE:

b.) Council Meeting date – September 19, 2018

ATTACHMENTS:

- a.) ITB 18-19 Bid tabulation
- b.) ITB 18-19 Intent to Award
- c.) City of Port Orange Scope of work – List of Lakes, canals, ditches, and retention ponds

CC: Julia Wiggins, Public Works & Utilities Director
Kynah Cockcroft, Sr. Administrative Assistance
Tom DiEulio, Operations Manager
Brett Matter, Supervisor – Drainage



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: Yes

SUBJECT: (B8) Approval to Write-off of Fair Share Debt associated with Westport Square PCD, Phase II Project (Kohl's - 1682 Taylor Rd) and Port Orange Properties Project (1633 Taylor Rd)

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve write off totaling \$20,122.90

SUMMARY: The Town West/Williamson Signalization project was established as a fair share project in 2005. In FY2016 the project was completed. In a routine audit for project closeout it was discovered that two of the fair share participants had an outstanding balance related to this project. In the past, our system has been unable to report outstanding fair share payments on estoppel letters. Typically, estoppels are requested when property is conveyed so as to put the purchaser on notice as to any amounts due and owing to the City at the time of closing. With regard to the referenced properties, there have been several conveyances over the years related to both properties since the initial fair share payments were received. Because the system was not able to report the outstanding balances on estoppels, the properties were conveyed without notice to the subsequent purchasers that there were outstanding monies owed on the fair share project. Therefore, the City is legally estopped from collecting the outstanding monies related to the Town West/Williamson Signalization project as subsequent purchasers were not noticed as to any outstanding amounts due and owing to the City as it related to a fair share project. Finance has worked out a solution to report any outstanding monies related to fair share projects on estoppel letters. The Finance Department requests permission to write off the debts associated with the Westport Square PCD Phase II Project (Kohl's) and the Port Orange Properties Project (Multi-unit property at 1633 Taylor Rd) totaling \$20,122.90 as follows:

Westport Square PCD Phase II Project (Kohl's)- Continental 217 Fund LLC - \$11,330.86

The fair share costs allocated to the Continental 217 Fund totaled \$18,820.93 and their remaining deposit amount of \$7,490.07 has been applied leaving a balance due of \$11,330.86 for write-off.

Port Orange Properties Project (1633 Taylor Rd) -Port Orange Properties LC - \$8,792.04

The fair share costs allocated to the Port Orange Properties LC totaled \$14,605.04 and their deposit amount of \$5,813.00 has been applied leaving a balance due of

\$8,792.04 for write-off.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Fair Share Agreement Continental 217 Fund	Fair Share Agreement Continental 217 Fund.pdf
2.	Fair Share Agreement Port Orange Properties	Fair Share Agreement Port Orange Properties.pdf

Tracey Riehm	Created/Initiated - 08/31/2018
Tracey Riehm	Approved - 09/10/2018
Shannon Balmer	Approved - 09/10/2018
Jake Johansson	Approved - 09/11/2018
Robin Fenwick	Final Approval - 09/11/2018

Document Prepared by:
Linda D Johnson CP®
Paralegal for City Attorney
City of Port Orange, Florida

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

CONCURRENCY AND FAIR SHARE AGREEMENT (Transportation)

This Concurrency and Fair Share Agreement (the "Agreement") made and entered into this 15th day of January, 2008, by and between **CITY OF PORT ORANGE, FLORIDA**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 (the "City"); and **CONTINENTAL 217 FUND LLC**, a Wisconsin Limited Liability Company, authorized to transact business in the State of Florida, with its principal office located at: W134 N8675 Executive Parkway, Menomonee Falls, WI 53051-3310 (the "Developer").

RECITALS

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

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

WHEREAS, the transportation concurrency improvement projects ("Concurrency Improvements" or "Transportation Improvements (TI)") described in the attached Exhibits are required in order for the Development to meet minimum concurrency requirements for roads/traffic circulation to support the proposed Development; and

WHEREAS, for purposes of this Agreement "DT" shall mean Development Trips and "CI" shall mean Capacity Increase; and

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

WHEREAS, the City is desirous of including the Concurrency Improvements described below in the City's Comprehensive Plan Capital Improvement Element in the next annual amendment; and

WHEREAS, the City and the Developer desire to enter into this Agreement in order to utilize the provisions of Section 163.3180(11) Florida Statutes (2007) to implement the "fair share" process.

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

1. **Incorporation of Recitals.** The facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.
2. **Offsite Construction.** The City agrees to construct, or to have constructed, the Concurrency Improvements. Construction of the Concurrency Improvements will commence and be complete to meet state and local concurrency requirements, unless delay is caused for reasons outside of City's control, in which case construction will commence as soon as is reasonably practical. The City, or its designee, will be responsible for the design of the Concurrency Improvements, which design will be in accordance with the illustration referenced on the Exhibit(s). All planning, permitting, and construction will be subject to the review and approval, if applicable, by the Florida Department of Transportation and the County of Volusia, and will comply with the standards and requirements established by the appropriate governmental entities. Developer will have no responsibility for maintenance or upkeep of the Concurrency Improvements except as may otherwise be lawfully enacted by the city. Subject to the Developer's compliance with this Agreement, the City hereby agrees that the Concurrency Improvements shall be under construction within three (3) years after the issuance of the first building permit resulting in a concurrency impact for a the Development.
3. For purposes of this Agreement, "reasons outside of City's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals, newly enacted federal, state and local governmental regulations or controls, the application of existing regulations or controls in a manner which City could not have foreseen or other similar matters or causes.
4. **Payment of Fair Share Assessment Amount.** In connection with the City's construction of the Concurrency Improvements and as a condition and requirement for receiving a Development Order for the Development, Developer shall pay to the City a fair share obligation, hereinafter the "Fair Share Payment." The "Fair Share Payment" shall be an amount determined and calculated pursuant to the methodology adopted in the City's

Proportionate Fair-Share Ordinance, Chapter 21, Article V, as amended from time to time, and a current Development Traffic Impact Analysis ("TIA") study. The Fair Share Payment shall include three stages for payments as follows: (1) the Reservation Deposit payment, (2) the Project Cost payment and (3) the Actual Cost payment, as shown in Exhibit "A-2."

5. **Developer Payment.**

- A. To guarantee payment of its fair share, the Developer herewith agrees to pay an initial cash Reservation Deposit to the City in the form of a certified check payable to the City of Port Orange in an amount as set forth in Development Exhibit A-2. Upon the City's receipt of the payment from the Developer, the funds shall become the property of the City. The payment must be deposited with the City within 30 days of the city council's approval of this Agreement and shall be required prior to the issuance of a Development Order for the Development.
- B. The City and the Developer acknowledge that other entities (the "Project Participant"), including but not limited to the Florida Department of Transportation and the County of Volusia, may participate in and contribute financially to one or more Concurrency Improvements. In the event that a Concurrency Improvement Project Participant reduces the amount of its proposed participation resulting in a funding shortfall for the cost of the Concurrency Improvement, then the Developer shall be responsible for the increased construction cost to the extent of the Developer's percentage share of the Concurrency Improvement. The dollar amounts reflected on the attached Development Exhibit A-2 do not include the anticipated financial contributions by a Concurrency Improvement Project Participant. Any adjustment will be reflected in the final accounting of the Actual Cost as described in subparagraph (d) below.
- C. The City shall recalculate the Concurrency Improvement costs and shall make adjustments, if applicable, at the time of the bid award for the Concurrency Improvements (the "Project Costs") and shall notify the Developer of any increase in the Developer's contribution.
- D. Upon completion of the construction, the City shall notify the Developer in writing of the final total construction cost (the "Actual Cost"). In the event the Developer's Payment exceeds the Developer's percentage share of the Actual Cost upon completion of the Concurrency Improvements, then the Developer may file a written claim for the refund of the overpayment with the City within ninety (90) calendar days after notice of completion of construction. In the event that the Developer fails to timely claim a refund, then any overpayment shall become the property of the City. All payments less than or equal to the amount of the final construction costs shall be nonrefundable.

- E. The City shall have the right to make one or more increased adjustments to the amount of the initial payment of the Reservation Deposit, based upon increased construction costs and all associated costs of the Concurrency Improvements. The increased adjustments shall be required to meet the costs as determined for the Concurrency Improvement Project Costs and the Actual Costs. In the event an additional payment is required by the City, the City shall notify Developer in writing and within twenty (20) days thereafter, the Developer shall deposit the additional payment with the City.
6. **Vested Rights in Traffic Concurrency.** The City agrees that by paying to the City the Fair Share Payment, including the Reservation Deposit, the Project Cost and the Actual Cost and all adjustments, when due, and by receiving the Development Order for the Development, the Developer will be deemed to have satisfied the City's Traffic Concurrency requirements for the Development and that the Development shall be fully vested for Traffic Concurrency for purposes of development and related development construction.
7. **Entitlement to Impact Fee Credits.** Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Fair Share Payment to the extent that Developer would be entitled to receive such credits. It is the intent of the parties that if it is determined that any portion of the road segment where the Concurrency Improvements are to be constructed is eligible for impact fee credits under the Volusia County impact fee program, then the City shall not object to the Developer seeking a reimbursement from Volusia County to the extent that the Developer has paid impact fees to the extent applicable for the Development.
8. **Application of Agreement Limited to the Development.** Nothing herein is intended to bind the City in allocating the additional trip capacity provided by the construction of the Concurrency Improvements beyond that provided to the Development in connection with the Fair Share Payment. The City expressly reserves the right to determine and allocate available excess capacity for all future developments within its jurisdiction and other jurisdictions that impact the Concurrency Improvement Projects.
9. **Breach of Concurrency and Fair Share Agreement.** If a Developer upon proper notice fails to make timely payment of the Reservation Deposit, the Project Cost and the Actual Cost, then the Developer shall be deemed to be "Not in Good Standing" and shall be in breach of this Agreement. Upon a breach, the City shall determine the number of trips paid for under the adjusted calculation. The City shall not issue any permits for the Development until the adjusted cost of the trips allocated to that portion of the Development have been paid by the Developer and received by the City.
10. **Miscellaneous.**
- A. **Attorney's Fees.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.

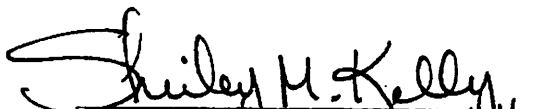
- B. Venue and Choice of Law. In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.
- C. Waiver. The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.
- D. Successors. This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.
- E. Construction of Contract. The parties hereto agree that they have all participated in the drafting of this Agreement and the calculations on Exhibits A-1 and A-2. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties and the Land Development Code as determined by the overall effect of the provisions herein.
- F. Expiration. This Agreement shall expire after Developer's payment of the Actual Cost based upon the final completed construction and related costs.
- G. Amendments. Amendment to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied (but excluding the record title property owners for land that is unaffected by the amendment), and the City. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the City Planning Commission.
- i. Notice of intent to consider an amendment to this Agreement shall be published by the City at the Developer's expense in a newspaper of general circulation and readership in Volusia County, Florida.
 - ii. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2007), as amended from time to time.
 - iii. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
 - iv. Notices of intent to consider an amendment shall specify the location of the Property subject to the proposed amendment, the nature of the

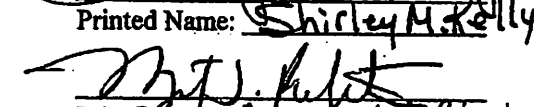
proposed amendment, and such other information as the City Staff shall reasonably deem pertinent and appropriate.

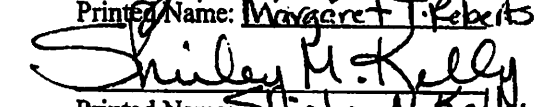
- v. All notices shall specify a place where a copy of the proposed amendment can be obtained.
- H. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.
- I. Recording. Developer shall record a copy of this Agreement, at its sole cost and expense, with the Public Records of Volusia County, Florida.
- J. Binding Nature and Covenants Running With the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the referenced Development.
- K. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

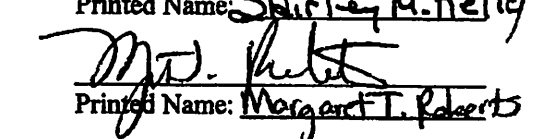
IN WITNESS WHEREOF, the parties affix their signatures and seals on the dates set forth below:

WITNESSES:

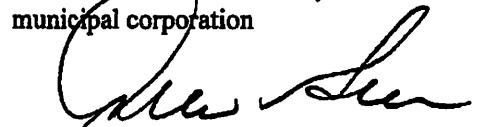

Printed Name: Shirley M. Kelly


Printed Name: Margaret T. Roberts


Printed Name: Shirley M. Kelly


Printed Name: Margaret T. Roberts

CITY OF PORT ORANGE, a Florida
municipal corporation


Allen Green, Mayor

Attest: 
Kenneth W. Parker, City Manager

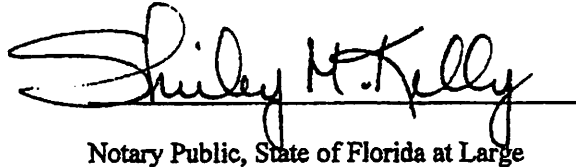
Date: January 15, 2008
(Corporate Seal)

[Notary Acknowledgment on Next Page]

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 15 day of January, 2008, by Allen Green and Kenneth W. Parker, as Mayor and City Manager, respectively, of the City of Port Orange, a Florida municipality, on behalf of the city. They are ☒ personally known to me or ☐ have produced as _____ identification.


Notary Public, State of Florida at Large

Seal, Term Expiration and Commission Number



[Developer's Signature/Notary Acknowledgment on Next Page]

WITNESSES:

CONTINENTAL 217 FUND LLC
Wisconsin Limited Liability Corporation
"Developer"

By Its Manager/Member:
CONTINENTAL PROPERTIES COMPANY, INC.

Jennifer Patrykus
Name: Jennifer Patrykus

ERIK HAYN
Name: ERIK HAYN

(Witnesses as to Developer)

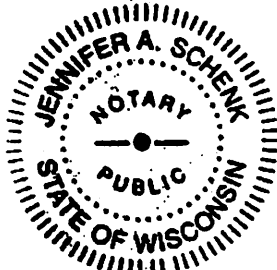
By: Daniel J. Minahan
Name: Daniel J. Minahan
Title: President

(Corporate Seal)

STATE OF WISCONSIN

COUNTY OF WAUKESHA

The foregoing instrument was acknowledged before me this 14th day of January, 2008, by Daniel J. Minahan, acting in the official capacity as President of Continental Properties Company, Inc., a Wisconsin corporation, the Managing Member of Continental 217 Fund, L.L.C., a Wisconsin limited liability corporation, on behalf of the corporation. He is ☒ personally known to me, or ☐ has produced _____ as identification.



Jennifer A. Schenk
Notary Public, State of Wisconsin at Large
Printed, typed or stamped name, commission and
Expiration of commission term: 10/18/09



Development Exhibit A - 1
Concurrency and Fair Share Agreement
Transportation Improvement ("TI")

Development Data:

Development Name:	WESTPORT SQUARE PCD, PHASE II
Site Address:	1682 Taylor Road, Port Orange, Florida
City Case No.	
Zoning District	PCD
TIA Report Date	November 19, 2007
TIA Prepared by:	
Name of Firm:	Ghyabi & Associates, Inc.
Est. Date of Impact	2008

Developer:

Corporate Entity	CONTINENTAL 217 FUND LLC, a Wisconsin Limited Liability Company
Contact Person	Thomas A. Gilgenbach, P.E., Development Director, Continental Properties Company, Inc.
Mailing Address:	W134 N8675 Executive Parkway, Menomonee Falls, Wisconsin 53051-3310

Land Owner:

Corporate Entity	CONTINENTAL 217 FUND, LLC., a Wisconsin Limited Liability Company
Contact Person	Thomas A. Gilgenbach, P.E., Development Director, Continental Properties Company, Inc.
Mailing Address:	W134 N8675 Executive Parkway, Menomonee Falls, Wisconsin 53051-3310

Real Property

Total Acreage:	12.26 acres
Parcel Number(s):	6319-16-00-0010
Legal Description	Lot 1, Westport Square P.C.D., Phase II, according to the plat thereof, as recorded in Map Book 45, Page 43, PRVCF.

Development Exhibit A-1



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

Traffic Impact Analysis

Development Name:	Westport Square PCD, Phase II
City Case No.	
TIA Report Date	November 19, 2007
TIA Prepared by (Firm)	Ghyabi & Associates, Inc.
Estimated Date of Impact	2008

Contribution Calculations: Adjusted May 30, 2007

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Subtotal Note N/A if Not Impacted	Contribution with Multiplier* (1)
Dunlawton/Taylor at I-95 ⁽¹⁾ PRVCF OR BK 5709 Pg 4728	N/A	\$3,357,892	N/A	64/930	6.88%	\$231,022.97	\$254,126
Dunlawton/Clyde Morris ⁽¹⁾⁽²⁾ PRVCF OR BK 5709 Pg 4732	\$1,334,931	N/A	N/A	7/164	4.27%	\$57,001.55	\$62,702
Town West/Williamson ⁽²⁾ PRVCF OR BK 5709 Pg 4735	\$272,366	N/A	N/A	30/360	8.33%	\$22,688.09	\$24,957
Sumnerrees Road ⁽³⁾ PRVCF OR BK 5709 Pg 4736	N/A	\$3,282,465	N/A	47/860	5.47%	\$179,550.84	\$197,506
Devon/Taylor ⁽⁴⁾ PRVCF OR BK Pg	\$300,000	N/A	N/A	0/778	0%	\$0	\$0

*Financial Guarantee Multiplier	1.1	1.1	1.0
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Total Fair Share Contribution

\$539,291

- (1) FDOT Project Participant
 (2) County Road Project Participant
 (3) City Project Participant
 (4) Rounded up to nearest whole dollar

**Development Exhibit
 A-2**

Planning Review: [Signature] Date: 1/4/08

Finance Review: [Signature] Date: 1/4/08

Document Prepared by:

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

CONCURRENCY AND FAIR SHARE AGREEMENT (Transportation)

This Concurrency and Fair Share Agreement (the "Agreement") made and entered into this 3rd day of November, 2007, by and between **CITY OF PORT ORANGE, FLORIDA**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 (the "City"); and **PORT ORANGE PROPERTIES, L.C.** with its principal office and mailing address at: 444 Seabreeze Blvd., Suite 1000, Daytona Beach FL 32118 (the "Developer").

RECITALS

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

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

WHEREAS, the transportation concurrency improvement projects ("Concurrency Improvements" or "Transportation Improvements (TI)") described in the attached Exhibits are required in order for the Development to meet minimum concurrency requirements for roads/traffic circulation to support the proposed Development; and

WHEREAS, for purposes of this Agreement "DT" shall mean Development Trips and "CI" shall mean Capacity Increase; and

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

WHEREAS, the City is desirous of including the Concurrency Improvements described below in the City's Comprehensive Plan Capital Improvement Element in the next annual amendment; and

WHEREAS, the City and the Developer desire to enter into this Agreement in order to utilize the provisions of Section 163.3180(11) Florida Statutes (2006) to implement the "fair share" process.

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

1. **Incorporation of Recitals.** The facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.
2. **Offsite Construction.** The City agrees to construct, or to have constructed, the Concurrency Improvements. Construction of the Concurrency Improvements will commence and be complete to meet state and local concurrency requirements, unless delay is caused for reasons outside of City's control, in which case construction will commence as soon as is reasonably practical. The City, or its designee, will be responsible for the design of the Concurrency Improvements, which design will be in accordance with the illustration referenced on the Exhibit(s). All planning, permitting, and construction will be subject to the review and approval, if applicable, by the Florida Department of Transportation and the County of Volusia, and will comply with the standards and requirements established by the appropriate governmental entities. Developer will have no responsibility for maintenance or upkeep of the Concurrency Improvements except as may otherwise be lawfully enacted by the city. Subject to the Developer's compliance with this Agreement, the City hereby agrees that the Concurrency Improvements shall be under construction within three (3) years after the issuance of the first building permit resulting in a concurrency impact for a the Development.
3. For purposes of this Agreement, "reasons outside of City's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals, newly enacted federal, state and local governmental regulations or controls, the application of existing regulations or controls in a manner which City could not have foreseen or other similar matters or causes.
4. **Payment of Fair Share Assessment Amount.** In connection with the City's construction of the Concurrency Improvements and as a condition and requirement for receiving a Development Order for the Development, Developer shall pay to the City a fair share obligation, hereinafter the "Fair Share Payment." The "Fair Share Payment" shall be an amount determined and calculated pursuant to the methodology adopted in the City's

Proportionate Fair-Share Ordinance, Chapter 21, Article V, as amended from time to time, and a current Development Traffic Impact Analysis ("TIA") study. The Fair Share Payment shall include three stages for payments as follows: (1) the Reservation Deposit payment, (2) the Project Cost payment and (3) the Actual Cost payment, as shown in Exhibit "A-2."

5. Developer Payment.

- A. To guarantee payment of its fair share, the Developer herewith agrees to pay an initial cash Reservation Deposit to the City in the form of a certified check payable to the City of Port Orange in an amount as set forth in Development Exhibit A-2. Upon the City's receipt of the payment from the Developer, the funds shall become the property of the City. The payment must be deposited with the City within 30 days of the city council's approval of this Agreement and shall be required prior to the issuance of a Development Order for the Development.
- B. The City and the Developer acknowledge that other entities (the "Project Participant"), including but not limited to the Florida Department of Transportation and the County of Volusia, may participate in and contribute financially to one or more Concurrency Improvements. In the event that a Concurrency Improvement Project Participant reduces the amount of its proposed participation resulting in a funding shortfall for the cost of the Concurrency Improvement, then the Developer shall be responsible for the increased construction cost to the extent of the Developer's percentage share of the Concurrency Improvement. The dollar amounts reflected on the attached Development Exhibit A-2 do not include the anticipated financial contributions by a Concurrency Improvement Project Participant. Any adjustment will be reflected in the final accounting of the Actual Cost as described in subparagraph (d) below.
- C. The City shall recalculate the Concurrency Improvement costs and shall make adjustments, if applicable, at the time of the bid award for the Concurrency Improvements (the "Project Costs") and shall notify the Developer of any increase in the Developer's contribution.
- D. Upon completion of the construction, the City shall notify the Developer in writing of the final total construction cost (the "Actual Cost"). In the event the Developer's Payment exceeds the Developer's percentage share of the Actual Cost upon completion of the Concurrency Improvements, then the Developer may file a written claim for the refund of the overpayment with the City within ninety (90) calendar days after ^{completion} completion of construction. In the event that the Developer fails to timely claim a refund, then any overpayment shall become the property of the City. All payments less than or equal to the amount of the final construction costs shall be nonrefundable. el

- E. The City shall have the right to make one or more increased adjustments to the amount of the initial payment of the Reservation Deposit, based upon increased construction costs and all associated costs of the Concurrency Improvements. The increased adjustments shall be required to meet the costs as determined for the Concurrency Improvement Project Costs and the Actual Costs. In the event an additional payment is required by the City, the City shall notify Developer in writing and within twenty (20) days thereafter, the Developer shall deposit the additional payment with the City.
6. **Vested Rights in Traffic Concurrency.** The City agrees that by paying to the City the Fair Share Payment, including the Reservation Deposit, the Project Cost and the Actual Cost and all adjustments, when due, and by receiving the Development Order for the Development, the Developer will be deemed to have satisfied the City's Traffic Concurrency requirements for the Development and that the Development shall be fully vested for Traffic Concurrency for purposes of development and related development construction.
7. **Entitlement to Impact Fee Credits.** Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Fair Share Payment to the extent that Developer would be entitled to receive such credits. It is the intent of the parties that if it is determined that any portion of the road segment where the Concurrency Improvements are to be constructed is eligible for impact fee credits under the Volusia County impact fee program, then the City shall not object to the Developer seeking a reimbursement from Volusia County to the extent that the Developer has paid impact fees to the extent applicable for the Development.
8. **Application of Agreement Limited to the Development.** Nothing herein is intended to bind the City in allocating the additional trip capacity provided by the construction of the Concurrency Improvements beyond that provided to the Development in connection with the Fair Share Payment. The City expressly reserves the right to determine and allocate available excess capacity for all future developments within its jurisdiction and other jurisdictions that impact the Concurrency Improvement Projects.
9. **Breach of Concurrency and Fair Share Agreement.** If a Developer upon proper notice fails to make timely payment of the Reservation Deposit, the Project Cost and the Actual Cost, then the Developer shall be deemed to be "Not in Good Standing" and shall be in breach of this Agreement. Upon a breach, the City shall determine the number of trips paid for under the adjusted calculation. The City shall not issue any permits for the Development until the adjusted cost of the trips allocated to that portion of the Development have been paid by the Developer and received by the City.
10. **Miscellaneous.**
- A. **Attorney's Fees.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.

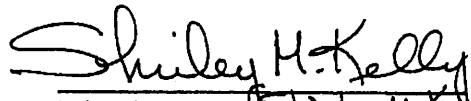
- B. Venue and Choice of Law. In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.
- C. Waiver. The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.
- D. Successors. This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.
- E. Construction of Contract. The parties hereto agree that they have all participated in the drafting of this Agreement and the calculations on Exhibits A-1 and A-2. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be guided by the express intent of the parties and the Land Development Code as determined by the overall effect of the provisions herein.
- F. Expiration. This Agreement shall expire after Developer's payment of the Actual Cost based upon the final completed construction and related costs.
- G. Amendments. Amendment to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied (but excluding the record title property owners for land that is unaffected by the amendment), and the City. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the City Planning Commission.
- i. Notice of intent to consider an amendment to this Agreement shall be published by the City at the Developer's expense in a newspaper of general circulation and readership in Volusia County, Florida.
 - ii. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2006), as amended from time to time.
 - iii. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
 - iv. Notices of intent to consider an amendment shall specify the location of the Property subject to the proposed amendment, the nature of the

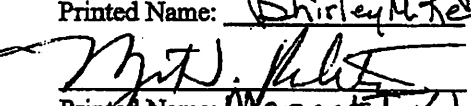
proposed amendment, and such other information as the City Staff shall reasonably deem pertinent and appropriate.

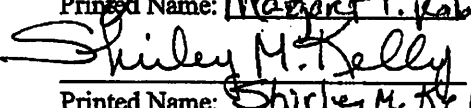
- v. All notices shall specify a place where a copy of the proposed amendment can be obtained.
- H. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.
- I. Recording. Developer shall record a copy of this Agreement, at its sole cost and expense, with the Public Records of Volusia County, Florida.
- J. Binding Nature and Covenants Running With the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the referenced Development.
- K. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

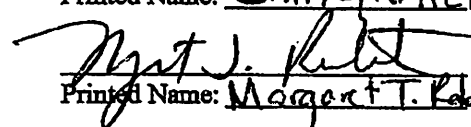
IN WITNESS WHEREOF, the parties affix their signatures and seals on the dates set forth below:

WITNESSES:

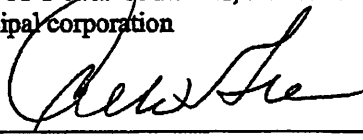

Printed Name: Shirley M. Kelly

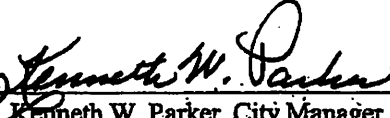

Printed Name: Margaret T. Roberts


Printed Name: Shirley M. Kelly


Printed Name: Margaret T. Roberts

CITY OF PORT ORANGE, a Florida
municipal corporation


Allen Green, Mayor

Attest: 
Kenneth W. Parker, City Manager

Date: November 13, 2007

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13th day of November, 2007, by Allen Green and Kenneth W. Parker, as Mayor and City Manager, respectively, of the CITY OF PORT ORANGE, a Florida municipal corporation, on behalf of the City. They are ☐ personally known to me or ☐ have produced as _____ identification.



Margaret T. Roberts
Commission # DD280826
Expires January 12, 2008
Bonded Troy Felt - Insurance, Inc.

Margaret T. Roberts
Notary Public, State of Florida at Large
Seal, Term Expiration and Commission Number

WITNESSES:

Reborah Winkler
Printed Name: Reborah Winkler
Joanne Winkler
Printed Name: JOANNE WINKLER

DEVELOPER:
PORT ORANGE PROPERTIES, L.C.

By: Charles S. Lichtigman
Name/Title: Charles S. Lichtigman, Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 31st day of October, 2007, by Charles S. Lichtigman, in his official capacity as Manager, on behalf of PORT ORANGE PROPERTIES, L.C., a Florida limited liability company. He is ☒ personally known to me, or ☐ has produced _____ as identification.

Joanne Marie Winkler
Notary Public, State of Florida at Large
Seal, Term Expiration and Commission Number





Development Exhibit A - 1
Concurrency and Fair Share Agreement
Transportation Improvement ("TI")

Development Data:

Development Name:	PORT ORANGE PROPERTIES
Site Address:	1633 Taylor Road
City Case No.	
Zoning District	ICD
TIA Report Date	July 20, 2007
TIA Prepared by:	
Name of Firm:	Kimley-Horn & Associates
Est. Date of Impact	2008

Developer:

Corporate Entity	PORT ORANGE PROPERTIES, L.C.
Contact Person	Suzanne Konchan
Mailing Address:	444 Seabreeze Blvd., Suite 1000, Daytona Beach, FL 32118

Land Owner:

Corporate Entity	Port Orange Properties, L.C., a Florida limited liability company
Contact Person	Charles S. Lichtigman, Manager
Mailing Address:	444 Seabreeze Blvd., Suite 1000, Daytona Beach, FL 32118

Real Property

Total Acreage:	3.43 acres
Parcel Number(s):	6319-27-00-0010
Legal Description	Legible real property legal description and sketch attached as EXHIBITS B-1 and B-2.

Development Exhibit A-1



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

Traffic Impact Analysis

Development Name:	Port Orange Properties
City Case No.	
TIA Report Date	July 20, 2007
TIA Prepared by (Firm)	Kimley-Horn & Associates
Estimated Date of Impact	2008

Contribution Calculations: Adjusted May 30, 2007

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Subtotal Note N/A if Not Impacted	Contribution with Multiplier* ⁽⁴⁾
Dunlawton/Taylor at I-95 ⁽¹⁾ PRVCF OR Bk 5709 Pg 4728	N/A	\$3,357,892	N/A	14/930	1.51%	\$50,704.17	\$55,775
Dunlawton/Clyde Morris ⁽¹⁾⁽²⁾ PRVCF OR Bk 5709 Pg 4732	\$1,334,931	N/A	N/A	6/164	3.66%	\$48,858.47	\$53,745
Town West/Williamson ⁽²⁾ PRVCF OR Bk 5709 Pg 4735	\$272,366	N/A	N/A	7/360	1.94%	\$5,283.90	\$5,813
Summertrees Road ⁽³⁾ PRVCF OR Bk 5709 Pg 4736	N/A	\$3,282,465	N/A	13/860	1.51%	\$49,565.22	\$54,522

*Financial Guarantee Multiplier	1.1	1.1	1.0
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Total Fair Share Contribution

	\$169,855
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- ⁽¹⁾ FDOT Project Participant
⁽²⁾ County Road Project Participant
⁽³⁾ City Project Participant
⁽⁴⁾ Rounded up to nearest whole dollar

Development Exhibit A-2

Planning Review:  Date: 10/30/07
Finance Review:  Date: 10/30/07

EXHIBIT B-1

Boundary Description of Port Orange Properties

Parcel No. 6319-27-00-0010, more particularly described as:

DESCRIPTION:

LOT 1, TAYLOR AIRPORT SUBDIVISION, AS RECORDED IN MAP BOOK 49 PAGE 01, IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH:

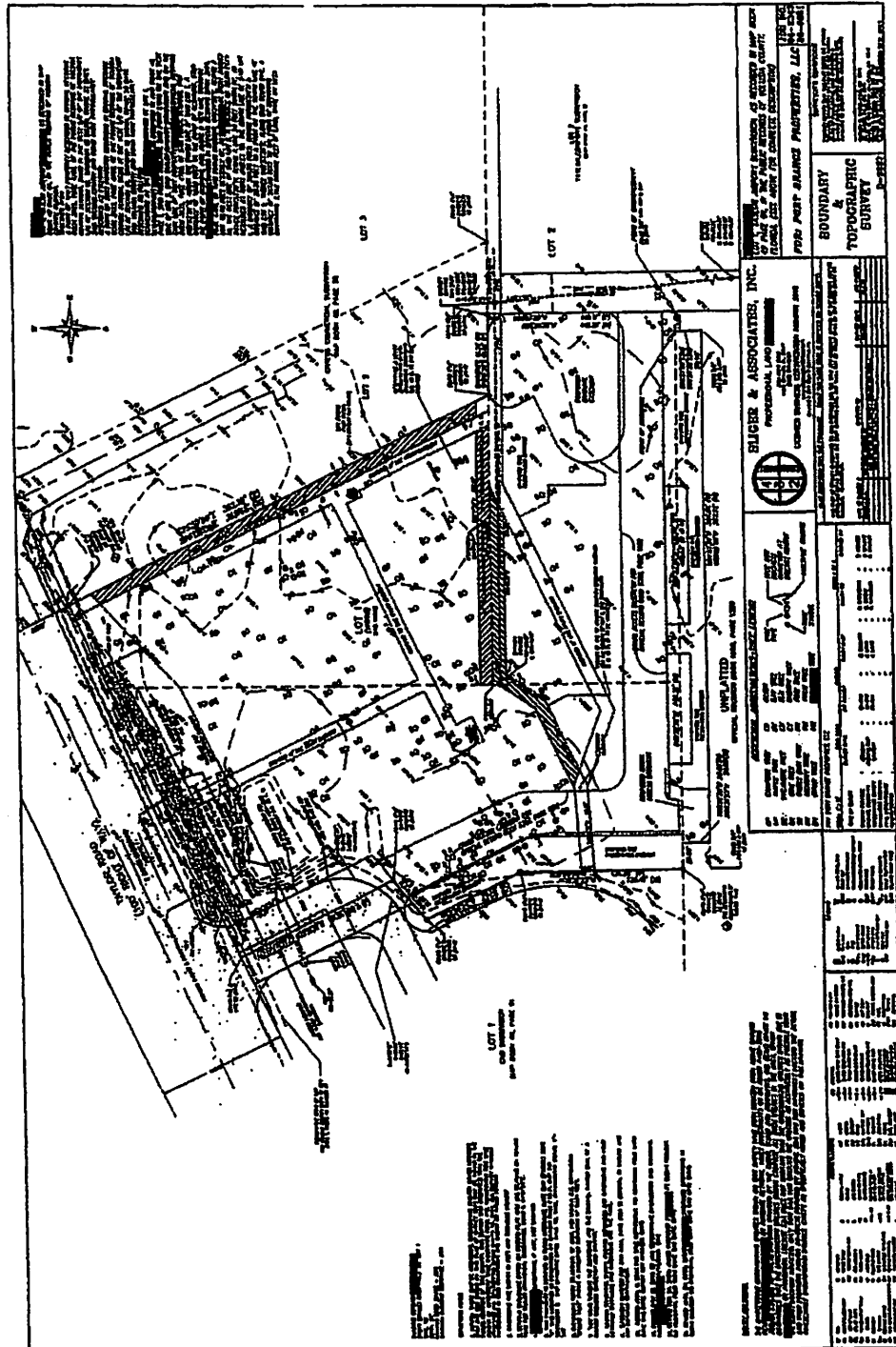
A PART OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3925, PAGE 4790, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID VOLUSIA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3925, PAGE 4790, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID VOLUSIA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, TAYLOR/AIRPORT SUBDIVISION, AS RECORDED IN MAP BOOK 49, PAGE 1, SAID PUBLIC RECORDS, SAID POINT LYING ON THE WEST LINE OF LOT 2, SAID TAYLOR/AIRPORT SUBDIVISION AND ON THE EAST LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3925, PAGE 4790, OF SAID PUBLIC RECORDS, RUN N89°53'35"W, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING, AND ALONG A NEW LINE THROUGH THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3925, PAGE 4790, OF SAID PUBLIC RECORDS, S00°27'55"E, ALONG A LINE 15.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID LOT 2, A DISTANCE OF 20.00 FEET; THENCE N89°53'35"W, ALONG A LINE 20 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 387.66 FEET; THENCE N00°26'30"W A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE S89°53'35"E, ALONG SAID SOUTH LINE, A DISTANCE OF 387.65 FEET TO THE POINT OF BEGINNING, CONTAINING 7,753 SQUARE FEET OF LAND, MORE OR LESS.

Instrument# 2007-258320 # 11
 Book: 6156
 Page: 1911
 Diane H. Matousek
 Volusia County, Clerk of Court

EXHIBIT B-2



el



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: Yes

SUBJECT: (B9) Approval of Major Special Event Request – The Last Resort Bar – 5812 South Ridgewood Avenue.

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the seven (7) day Special Event request for The Last Resort Bar located at 5812 South Ridgewood Avenue subject to the attached conditions.

SUMMARY: Al Bulling, owner of The Last Resort Bar, requests approval of a Special Event to be held during Biketoberfest 2018. The proposed event is planned for a seven (7) day period from Monday, October 15, 2018, through Sunday October 21, 2018. The proposed hours for the event are from 11:00 a.m. until 2:00 a.m., daily with outside music ending at 10:00 p.m. The dates of Biketoberfest as recognized by the Daytona Regional Chamber of Commerce are Thursday, October 18, 2018, through Sunday October 21, 2018.

Mr. Bulling is requesting three (3) additional days Monday, October 15, through Wednesday October 17, 2018 before the start of the regionally recognized dates for Biketoberfest 2018. In addition, the applicant is also requesting a time extension for outside music on the Friday, October 19, 2018 and Saturday, October 20, 2018 nights of the event. If Council grants this time extension, outside music would cease at 11:00 p.m. City Council has not approved the extension for past events, and the attached conditions do not permit the extra hour.

Normal operations of The Last Resort will continue. Three (3) vendors have been requested and may be in place throughout the site. Vendors are required to obtain a Temporary Merchant License from the City for \$250 to participate in this event. The outdoor activities for this event, intended to target the crowd attending Biketoberfest 2018, include the sale of T-shirts, leather, bike accessories, food, and alcohol. Port-o-let facilities are proposed for the event, along with security.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The Last Resort Bar shall take care in the placement of speakers for amplified music by adjusting them away from residential areas. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be taken into account before permitting future events. Based on the City Council's previous approvals for Biketoberfest, it is staff's understanding that all outdoor music

shall cease by 10:00 p.m. In addition, the Port Orange Code of Ordinances prohibits the serving of alcohol outdoors and indoors past 2:00 a.m.

The proposed event has been reviewed by the Police, Fire, Public Works, Parks and Recreation and Community Development departments. The owner has received cost estimates from the Police and Public Works departments for staff overtime and materials to assist the event with traffic control, barriers and safety issues within the City of Port Orange. According to Code Enforcement, there are no existing code violations at this time.

The Last Resort Bar has requested that the surety bond be waived due to past good performance in clean-up after previous events. City Council has not waived the surety bond for these events in recent years. The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances and has generally been set at \$250.00 when required for past events. City Council has required staff to secure payment of the surety bond in recent years and the staff conditions require it.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Recommendations	Staff Recommendations.pdf
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Briana Conlan-King	Created/Initiated - 08/28/2018
Tim Burman	Approved - 08/29/2018
Thomas Grimaldi	Approved - 08/29/2018
Ronny Buttrum	Approved - 08/29/2018
Jake Johansson	Approved - 08/29/2018
Robin Fenwick	Final Approval - 08/29/2018

RECOMMENDATION:

Staff recommends approval of The Last Resort Bar Special Event request, 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. The Last Resort Bar shall be responsible for coordination with Volusia County and/or the Florida Department of Transportation with respect to traffic control devices or plans.
5. Hours for the event shall be from 11:00 a.m. to 2:00 a.m. with outside music ending at 10:00 pm. The Last Resort Bar also shall not serve alcohol indoors or outdoors past 2:00 a.m., as required by Port Orange Code of Ordinances.
6. Based on the City Council's previous approvals for Biketoberfest, it is staff's understanding that all outdoor music shall cease by 10:00 p.m. The Last Resort Bar shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.
7. The \$250.00 surety bond must be paid in full before issuance of permit.
8. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high orange construction fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.
9. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.
10. A copy of The Last Resort Bar's liquor license for outdoor sales of alcohol during this event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, prior to the event.
11. The Last Resort Bar shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, The First Turn Steakhouse & Lounge must screen all participating vendors to ensure compliance with but not limited to the following:
 - a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.

- b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.
 - c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - d. Provisions and Standards of the City's *Body Art Ordinance*.
 - e. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.
 - f. *Special Event Fee Resolution* establishing Temporary Merchant Fee.
12. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11 (Tents) Standards for Tents and Membrane Structures*. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
 13. If any outdoor lighting or other structural features are to be installed in association with this event, The First Turn Steakhouse & Lounge shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
 14. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
 15. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.
 16. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of The First Turn Steakhouse & Lounge to maintain access for emergency vehicles.
 17. The Last Resort Bar shall provide two (2) port-o-let facilities, with one (1) for females and one (1) for males during the event. *A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.*
 18. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
 19. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
 20. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers

will be hired at the expense of The Last Resort Bar at the rate of \$40.00 per hour with a minimum of three hours.

21. The First Turn Steakhouse & Lounge shall hire a police officer to cross pedestrians and monitor congestion during periods of heavy traffic flow, if an event traffic plan is in operation. The anticipated dates, times, and charges for such detail and traffic control devices will be agreed upon by The First Turn Steakhouse & Lounge and the Police Department and paid to the City prior to issuance of the permit.
22. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
23. A temporary sign permit shall be required for the one (1) banner permitted for this event.
24. No trees shall be removed, and care shall be taken to protect landscaped areas.
25. The Last Resort Bar shall contact the Community Development Department to schedule an inspection of the property prior to the start of the event to ensure that the construction fence and any canopies or tents are well secured, and that all other safety measures are in place.
26. Repair of any disturbance of public right-of-way shall be the sole responsibility of The Last Resort Bar.
27. It is The Last Resorts Bar's responsibility to contact the Community Development Department for an inspection of debris removal within 48 hours after the event.
28. No more than the requested three (3) vendors shall be on this site.
29. The Last Resort Bar shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
30. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: Yes

SUBJECT: (B10) Resolution No. 18-36 - Ratifying and Declaring Election Results of Primary Election held on August 28, 2018 for District 2

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-36.

SUMMARY: The purpose of this resolution is to ratify the results of the primary election for Port Orange City Council Member for District 2. The official results from the Volusia County Canvassing Board are attached.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 18-36	Reso. No. 18-36.pdf
2.	Non-Partisan Certification Ballot 8-28-18	Non-Partisan Certification Ballot 8-28-18.pdf

Robin Fenwick
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 08/31/2018
Approved - 09/10/2018
Approved - 09/10/2018
Final Approval - 09/10/2018

RESOLUTION NO. 18-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RATIFYING
THE RESULTS OF THE PRIMARY ELECTION FOR CITY
COUNCIL DISTRICT 2 HELD ON AUGUST 28, 2018;
DECLARING THE CITY COUNCIL MEMBERS ELECTED;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a primary election for City Council District 2 was held in the City of Port Orange, Volusia County, Florida, on August 28, 2018, pursuant to the provisions of the City Charter, Ordinance No. 2008-35; and

WHEREAS, it appears that said election has been duly and properly held in accordance with the Charter of the City of Port Orange and applicable state law, and that the votes cast thereat have been returned, delivered and canvassed by the Volusia County Canvassing Board, which has certified the results thereof.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, FOUND, DECLARED AND HEREBY RATIFIED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, at a public meeting of said City Council, duly held, at which the official returns of the election have been duly accepted and ratified according to the Charter of the City of Port Orange, Florida and applicable state law:

Section 1. The legal votes cast for each candidate and totals are as follows:

<u>CANDIDATE</u>	<u>VOTES</u>
<u>DISTRICT 2</u>	
Chase Tramont	7,233
Sarah Jones	<u>5,325</u>
TOTAL	<u>12,558</u>

Section 2. The City Council hereby declares the council members as follows:

District 1 Bob Ford (unopposed)

District 2 Chase Tramont

District 4 Scott Stiltner (unopposed)

Section 3. The election is found to have been in all respects conducted in accordance with law, and all steps in connection with and preceding such election has been duly, regularly and lawfully taken.

Section 4. This resolution shall be deemed 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

*** Official ***
**CERTIFICATE OF COUNTY CANVASSING BOARD
VOLUSIA COUNTY**

We, the undersigned, CHRISTOPHER KELLY, County Court Judge/Chair of Canvassing Board, DAVID FOXMAN, County Judge, LISA LEWIS, Supervisor of Elections, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Fourth day of September, 2018 A.D., and proceeded publicly to canvass the votes given for the several offices and persons herein specified at the **Nonpartisan Election** held on the Twenty-Eighth day of August, 2018 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For Circuit Judge, 7th Judicial Circuit, Group 15, the whole number of votes cast was 98,554 of which

Linda L. Gaustad	received	31,265 votes
Sebrina L. Slack	received	33,245 votes
Ryan Will	received	34,044 votes

For County Court Judge, Group 5, the whole number of votes cast was 98,147 of which

Steve Burk	received	37,508 votes
Dawn Pam Fields	received	60,639 votes

For County Council, District 1, the whole number of votes cast was 21,464 of which

Jeff Brower	received	6,171 votes
Barbara Girtman	received	6,784 votes
Eddie Molina	received	2,108 votes
Pat Patterson	received	6,401 votes

For County Council, District 5, the whole number of votes cast was 15,760 of which

Dan Hunt	received	6,738 votes
Fred Lowry	received	9,022 votes
Eric Allen	received	14 votes

For County Council, District At Large, the whole number of votes cast was 103,988 of which

L. Ronald Durham	received	34,730 votes
Ben F. Johnson	received	69,258 votes
John Casaburro	received	169 votes

For School Board, District 1, the whole number of votes cast was 21,357 of which

Al Bouie	received	7,852 votes
Jamie Michele Haynes	received	7,558 votes
Leslie LaRue	received	5,947 votes

***** Official *****
CERTIFICATE OF COUNTY CANVASSING BOARD
VOLUSIA COUNTY

For School Board, District 3, the whole number of votes cast was 24,464 of which

Linda L. Cuthbert	received	12,752 votes
Kerry Lyons	received	2,180 votes
John Nelson	received	5,993 votes
Stan Schmidt	received	3,539 votes

For School Board, District 5, the whole number of votes cast was 15,109 of which

Ruben Colon	received	4,871 votes
Melody Johnson	received	7,414 votes
Robert Mann	received	2,824 votes

For The City of Daytona Beach Zone 1, the whole number of votes cast was 1,865 of which

Danny Fuqua	received	405 votes
Anne Ruby	received	388 votes
Ruth Trager	received	659 votes
Vern Weatherholtz	received	280 votes
Frederick Ziegler	received	133 votes

For The City of Daytona Beach Zone 3, the whole number of votes cast was 1,443 of which

Belinda Marie Haynes	received	144 votes
Quanita May	received	355 votes
Steve Miller	received	280 votes
James Newman	received	161 votes
Amy Pyle	received	503 votes

For City of DeBary Seat 3, the whole number of votes cast was 4,423 of which

Bret George Douglas	received	1,164 votes
Howard Gates	received	1,234 votes
Patricia Stevenson	received	2,025 votes

For City of DeBary Seat 4, the whole number of votes cast was 4,382 of which

Phyllis Butlien	received	1,432 votes
Eugene G. Kowalski	received	1,689 votes
William Sell	received	1,261 votes

***** Official *****
CERTIFICATE OF COUNTY CANVASSING BOARD
VOLUSIA COUNTY

For City of DeLand Seat 5, the whole number of votes cast was 6,120 of which

Markesha James	received	2,079 votes
Phil Martin	received	1,569 votes
Kevin Reid	received	2,472 votes

For City of Deltona Mayor, the whole number of votes cast was 13,265 of which

Santiago Avila Jr	received	4,843 votes
Heidi K. Herzberg	received	6,486 votes
Troy Shimkus	received	1,936 votes

For City of Deltona District 1, the whole number of votes cast was 1,853 of which

Loren King	received	900 votes
Michael Putkowski	received	447 votes
Willie Thomas Stephens	received	506 votes

For City of Deltona District 4, the whole number of votes cast was 2,123 of which

Robert "Bob" McFall	received	1,060 votes
Ruben Munoz	received	557 votes
Kurt Sniffin	received	506 votes

For City of Holly Hill Mayor, the whole number of votes cast was 2,134 of which

Mike Chuven	received	629 votes
Chris Via	received	1,505 votes

For City of Holly Hill District 2, the whole number of votes cast was 2,062 of which

Joan Burnett	received	714 votes
Penny Currie	received	1,348 votes

For City of Holly Hill District 3, the whole number of votes cast was 2,040 of which

John Danio	received	1,162 votes
Karen Louise Van Dusen	received	878 votes

***** Official *****
CERTIFICATE OF COUNTY CANVASSING BOARD
VOLUSIA COUNTY

For City of New Smyrna Beach Mayor, the whole number of votes cast was 8,077 of which

Mark A. Beckwith	received	1,048 votes
Chase Herbig	received	1,633 votes
Lisa Martin	received	1,782 votes
Russ Owen	received	3,389 votes
Joel Paige	received	225 votes

For City of New Smyrna Beach Zone 1, the whole number of votes cast was 7,844 of which

Peggy Belflower	received	2,345 votes
Michael Kolody	received	2,100 votes
Jessica Realin	received	1,836 votes
John Redmond	received	1,563 votes

For Town of Ponce Inlet Seat 4, the whole number of votes cast was 1,320 of which

Joseph V. Perrone	received	678 votes
Joe Villanella	received	642 votes

For City of Port Orange District 2, the whole number of votes cast was 12,558 of which

Sarah Jones	received	5,325 votes
Chase Tramont	received	7,233 votes

For West Volusia Hospital Authority, Group A Seat 1, the whole number of votes cast was 36,898 of which

John M Hill	received	16,738 votes
Raymond Long	received	8,196 votes
Voloria Manning	received	11,964 votes

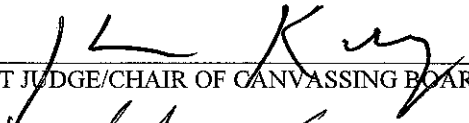
For West Volusia Hospital Authority, Group B Seat 2, the whole number of votes cast was 36,174 of which

Michael Ray	received	10,108 votes
Kathie D Shepard	received	16,272 votes
Brian Soukop	received	9,794 votes

*** Official ***

**CERTIFICATE OF COUNTY CANVASSING BOARD
VOLUSIA COUNTY**

We Certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.



COUNTY COURT JUDGE/CHAIR OF CANVASSING BOARD



COUNTY COUNCILWOMAN



SUPERVISOR OF ELECTIONS



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: No

SUBJECT: (E13) Planning Commission Appointments (x5)

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to nominate five (5) members to the Planning Commission.

SUMMARY: There are four (4) terms expiring in September 2018:

Thomas Jordan
Lance Green
Daryl "Bo" Bofamy
Michael Arminio

An entry error on the term length for Maria Mills-Benat has been found. She filled the unexpired term of Sonya Laney and that term was set to expire in September 2017 when Ms. Mills-Benat's reappointment should have been considered to ensure the members remain on a staggered schedule.

All members named above have expressed a desire to continue serving the City in this capacity.

The City Clerk has received three (3) new applications from the following citizens:

Christina Berry
Joseph Fazzie
Rob Walsh

These applications are attached for your consideration in appointing five (5) members to the Planning Commission.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Berry,Christina	Berry,Christina.pdf
2.	Fazzie, Joseph 2018	Fazzie, Joseph 2018.pdf
3.	Walsh, Rob	Walsh, Rob.pdf

Robin Fenwick
Jake Johansson

Created/Initiated - 08/29/2018
Final Approval - 08/31/2018

From: noreply@civicplus.com
Sent: Wednesday, February 07, 2018 8:37 AM
To: CityClerk
Subject: Online Form Submittal: Advisory Boards and Commissions Volunteer Application

Advisory Boards and Commissions Volunteer Application

Step 1

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

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

Check the boards you wish to apply for	Civil Service Board, Code Enforcement Board*, Environmental Advisory Board, Parks and Recreation Board, Planning Commission*
Pension Boards*	Field not completed.
Order of Preference	Field not completed.

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Christina
Last Name	BERRY
Date of Birth	8/11/1986
Telephone	2075773926
Email Address	Clberraw86@gmail.com
Business Telephone	Field not completed.

Are you a registered voter in Port Orange?	Yes
Address	1008 tompkins dr
City Council District	<i>Field not completed.</i>
How long have you been a resident of Port Orange?	1 year
Are you currently serving on a City Board?	No
If yes, when and which board?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Susie crossley 2075772090
Reference 2	Ian Ashland 2073448415
Reference 3	Josh moody 2072400866

Education

High School	Lewiston high school
Date Graduated High School	6/4/2004
College	University of southern Maine
Date Graduated College	6/1/2010
Degree	Leadership and organizarional studies

Additional Information

Work Experience	Teletech 3 months.
Interests / Activities	Animals
Community Involvement	Volunteer with Sevhs
Why do you desire to serve on these boards?	Yes
Resume / Additional Information	<i>Field not completed.</i>

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

Type your name to sign Christina L Berry

Date *Field not completed.*

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Monday, April 02, 2018 2:52:59 PM

Advisory Boards and Commissions Volunteer Application

Step 1

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

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

Check the boards you wish to apply for	Environmental Advisory Board, Library Advisory Board, Parks and Recreation Board, Planning Commission*
--	--

Pension Boards*	Field not completed.
-----------------	----------------------

Order of Preference	Field not completed.
---------------------	----------------------

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Joe
------------	-----

Last Name	Fazzie
-----------	--------

Date of Birth	4/2/2018
---------------	----------

Telephone	3863013250
-----------	------------

Email Address	jafazz62@aol.com
---------------	------------------

Business Telephone	Field not completed.
--------------------	----------------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	6604 Mansour Lane Port Orange, FL 32128
---------	---

City Council District	<i>Field not completed.</i>
How long have you been a resident of Port Orange?	17 years
Are you currently serving on a City Board?	No
If yes, when and which board?	<i>Field not completed.</i>
References	
Please list three references (business and / or personal)	
Reference 1	Don Burnette 295-5760
Reference 2	Drew Bastian
Reference 3	Scott Stiltner
Education	
High School	Triton Regional
Date Graduated High School	6/1/1984
College	Drexel University
Date Graduated College	6/1/1989
Degree	B.S. Business Administration
Additional Information	
Work Experience	Volusia County Schools Lockheed Martin
Interests / Activities	<i>Field not completed.</i>
Community Involvement	<i>Field not completed.</i>
Why do you desire to serve on these boards?	<i>Field not completed.</i>
Resume / Additional	<i>Field not completed.</i>

Information

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

Type your name to sign Joe Fazzie

Date 4/2/2018

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

Advisory Boards and Commissions Volunteer Application

Step 1

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

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

Check the boards you wish to apply for	Planning Commission*, Town Center Community Redevelopment Agency
--	--

Pension Boards*	Field not completed.
-----------------	----------------------

Order of Preference	1. Planning Commission 2. Town Center CRA
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All of the above boards / commissions are subject to the "Sunshine Law"

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

Personal Information

First Name	Rob
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Last Name	Walsh
-----------	-------

Date of Birth	2/2/1955
---------------	----------

Telephone	386-405-7667
-----------	--------------

Email Address	rsewalsh@gmail.com
---------------	--

Business Telephone	386-405-7667
--------------------	--------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	1550 Town Park Drive
---------	----------------------

City Council District	District 2
How long have you been a resident of Port Orange?	18 years
Are you currently serving on a City Board?	No
If yes, when and which board?	Field not completed.
References	
Please list three references (business and / or personal)	
Reference 1	Field not completed.
Reference 2	Field not completed.
Reference 3	Field not completed.
Education	
High School	Field not completed.
Date Graduated High School	Field not completed.
College	University of Colorado at Denver
Date Graduated College	12/15/1984
Degree	Master in Planning and Community Development
Additional Information	
Work Experience	Earlier in my career, I was a city planner and planning director in Florida, Michigan and Colorado. For the past 20 years, I have worked in the private sector in cell tower site acquisition and residential land development. Currently I am self-employed as a consultant to wireless carriers. I was the Regional Land Manager for Maronda Homes' Orlando market until laid-off in 2008.
Interests / Activities	Avid tennis player. Certified scuba diver and private pilot.
Community Involvement	Very limited

Why do you desire to serve on these boards?	Now that I have time to devote to community activities, I would like to put to use many years of related experience in the public and private sectors. It's time to give something back!
---	--

Resume / Additional Information	A complete Resume is available upon request.
---------------------------------	--

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

Type your name to sign	Rob Walsh
------------------------	-----------

Date	4/17/2018
------	-----------

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: No

SUBJECT: (E14) Town Center CRA Appointment

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to nominate one member to the Town Center CRA Board.

SUMMARY: The Town Center CRA Board has one (1) vacancy. Ben Talluto has served on the CRA Board for several years and has expressed a desire to continue serving. No other qualifying applications have been received by the City Clerk.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick
Jake Johansson

Created/Initiated - 08/20/2018
Final Approval - 08/21/2018



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: No

SUBJECT: (F16) Discussion on Final Budget and Millage Rate for FY19

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Discussion

SUMMARY: The City Manager will explain the first substantive issue to be discussed by city council, including the percentage increase in millage over the rolled-back rate necessary to fund the budget and the specific purposes for which ad valorem tax revenues are being increased.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Discussion on Final Budget Millage Rate for FY19	Discussion on Final Budget Millage Rate for FY19.pdf
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Lisa Pallante
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 09/11/2018
Approved - 09/11/2018
Approved - 09/11/2018
Approved - 09/11/2018
Final Approval - 09/11/2018

**Public Hearing for Adoption of Final Millage/Budget
September 19, 2018**

Agenda Item 18.

Announce the following:

The Fiscal Year (FY) 2019 Budget commences on October 1, 2018 and continues through September 30, 2019. The public hearing is now convened to discuss the millage rate and budget. The first substantive issue to be discussed by city council, includes the percentage increase in millage over the rolled-back rate necessary to fund the budget and the specific purposes for which ad valorem tax revenues are being increased. The City Council will discuss the increase, the purposes and the final millage necessary to fund the FY2019 final budget for the City of Port Orange, the Community Redevelopment Agency for Port Orange Town Center and the Community Redevelopment Agency for Eastport Business Center. The final millage rate to be levied is 4.6288 mills per \$1,000.00 of valuation and is an 9.99% increase in ad valorem tax revenues above the rolled-back rate. The rolled-back rate is 4.2082 mills per \$1,000.00 of valuation.

Ask the City Manager to comment on the increase in millage over the rolled-back rate and the specific purposes for the increase.

Ask for Council discussion, regarding the reasons for the increase in the final millage above the rolled back rate.

Announce the following:

“The Council will now hear comments regarding the proposed final millage. The members of the public shall be allowed to address the council, to make comments and to ask questions.”

Ask for public comments.

Ask Council for any additional comments or questions.

Announce that Council will now review the final budget and discuss revisions, if any.

Ask council if any comments or revisions

If no revisions, then go to Agenda Item 19.

If revisions, changing the final budget from that presented in agenda package, then agree to revise the final budget. (do not vote to adopt and no formal motion - just consensus of Council to direct the manager to recompute the final millage and mark up the Resolution adopting the final millage rate, accordingly.)

Agenda Item 19.

Read Resolution No. 18-37 for City Millage.

Move to approve Resolution No. 18-37 adopting the City of Port Orange FY2019 final millage rate of 4.6288 mills per \$1,000.00 of valuation. (Public Comment) (Roll call vote)

Agenda Item 20.

Read Resolution No. 18-38 for City Operating.

Motion to Approve Resolution No. 18-38 adopting the City of Port Orange FY2019 final operating budget. (Public Comment) (Roll call vote)

Agenda Item 21.

Read Resolution No. 18-39 for City Capital.

Motion to Approve Resolution No. 18-39 adopting the City of Port Orange FY2019 final capital budget. (Public Comment) (Roll call vote)

Agenda Item 22.

Read Resolution No. 18-40 for Town Center Millage.

Motion to Approve Resolution No. 18-40 adopting the Community Redevelopment Agency for Port Orange Town Center FY2019 final millage rate of 4.6288 mills per \$1,000.00 of valuation. (Public Comment) (Roll call vote)

Agenda Item 23.

Read Resolution No. 18-41 for Town Center Operating.

Motion to Approve Resolution No. 18-41 adopting the Community Redevelopment Agency for Port Orange Town Center FY2019 final operating budget. (Public Comment) (Roll call vote)

Agenda Item 24.

Read Resolution No. 18-42 for Eastport Millage.

Motion to Approve Resolution No. 18-42 adopting the Community Redevelopment Agency for Eastport Business Center FY2019 final millage rate of 4.6288 mills per \$1,000.00 of valuation. (Public Comment) (Roll call vote)

Agenda Item 25.

Read Resolution No. 18-43 for Eastport Operating.

Motion to Approve Resolution No. 18-43 adopting the Community Redevelopment Agency for Eastport Business Center FY2019 final operating budget. (Public Comment) (Roll call vote)

Announce the following:

"The adopted final millage rate of 4.6288 mills per \$1,000.00 of valuation is an 9.99% increase in ad valorem tax revenues above the rolled-back rate."

"In addition to the foregoing general operating budget/millage levy, there is a voter approved millage levy of .2923 mills to fund the debt service for the 2016 general obligation refunding bonds issued for public safety capital facilities."



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: No

SUBJECT: (F17) Resolution No. 18-37 - Adopting the Final Millage Rate for FY19

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-37.

SUMMARY: The attached Resolution will establish the City of Port Orange's Final Millage rate of 4.6288 mills for the FY19 (October 1, 2018 to September 30, 2019) Operating and Capital Budgets, and a Final Millage rate of .2923 mills for voter approved debt service.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	1.1 Resolution 18-37 Final Millage Rate	1.1 Resolution 18-37 Final Millage Rate.pdf
----	---	---

Lisa Pallante
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 09/10/2018
Approved - 09/10/2018
Approved - 09/11/2018
Approved - 09/11/2018
Final Approval - 09/11/2018

RESOLUTION NO. 18-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL PROPERTY TAX MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2019 (OCTOBER 1, 2018 TO SEPTEMBER 30, 2019); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange, Florida, has determined the amount of revenue required to meet the City's operating and capital objectives for fiscal year 2019; and

WHEREAS, a substantial portion of this operating revenue is derived from ad valorem tax receipts; and

WHEREAS, the voters of the City of Port Orange approved the levy of additional millage necessary to fund debt service payments on bonds issued for public safety capital facilities; and

WHEREAS, a public hearing on the proposed millage rate has been conducted by City Council at 5:30 P.M. on September 5, 2018, and at 6:30 P.M. on September 19, 2018, in the City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida.

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

Section 1. The final millage rate for fiscal year 2019 for the City of Port Orange is hereby levied at 4.6288 mills per \$1,000.00 of valuation. This final millage rate is a 9.99% increase above the rolled-back rate, which is the percentage increase in property taxes adopted by the City Council for general government operating and capital purposes.

Section 2. The millage rate of .2923 mills per \$1,000.00 of valuation is hereby adopted as a voter approved levy of additional millage necessary to fund debt service payments for the 2016 refunding bonds issued for public safety capital facilities.

Section 4. This resolution shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the 19th day of September 2018

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: No

SUBJECT: (F18) Resolution No. 18-38 - Adopting the Final Operating Budget for FY19

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-38.

SUMMARY: The attached Resolution will establish the City of Port Orange's Final Operating Budget for FY19 (October 1, 2018 to September 30, 2019).

Project No.: Funding Account No.:

ATTACHMENTS:

1.	1.2 Resolution No. 18-38 Final Operating Budget	1.2 Resolution No. 18-38 Final Operating Budget.pdf
2.	FY19 Adopted Budget Prep Worksheets - RV and XP - All Funds	FY19 Adopted Budget Prep Worksheets - RV and XP - All Funds.pdf

Lisa Pallante
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 09/10/2018
Approved - 09/10/2018
Approved - 09/11/2018
Approved - 09/11/2018
Final Approval - 09/11/2018

RESOLUTION NO. 18-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$102,461,288; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter, Section 3.08 of the City of Port Orange Code of Ordinances, as amended on October 9, 2001 states that the City Council shall by resolution adopt the annual budget, budget amendments and authorize appropriations; and

WHEREAS, the City adopts its budget pursuant to its Charter and Section 166.241, Florida Statutes; and

WHEREAS, the City Manager of the City of Port Orange has prepared the annual report and budget for the City of Port Orange for fiscal year 2019 (October 1, 2018 to September 30, 2019) and has submitted same to the City Council; and

WHEREAS, the proposed budget sets forth, in detail, information on revenues and expenditures, including debt service, and comparative figures for preceding fiscal years; and

WHEREAS, the City Council has made a study of the recommended budget and has made amendments thereto as indicated in the budget; and

WHEREAS, a general summary of the proposed budget has been posted on the City's website and is available for public inspection in the office of the City Clerk; and

WHEREAS, a public hearing on the proposed budget has been conducted by the City Council at 5:30 PM on September 5, 2018 and at 6:30 PM on September 19, 2018, in City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida.

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

Section 1. The following amounts are appropriated for various funds:

001	General Fund	\$38,666,550
106	Recreation Facilities Fund	221,738
109	Building Special Revenue Fund	1,588,613
110	CDBG Special Revenue Fund	327,971
214	2006/2016 GO Debt Service Fund	903,022
217	2007 Eastport Note Debt Service	182,163
218	2007 Town Center Bond Debt Service Fund	404,814
220	Debt Service Fund 2014 Bonds	1,158,277
401	Water and Sewer O & M Revenue Fund	27,683,039
410	Solid Waste Fund	7,691,416
412	Stormwater Drainage Utility Operating Fund	4,998,150
414	Stormwater Drainage Utility Bond Sinking Fund	1,482,215
417	Debt Service Fund 2012 W/S Bonds	4,189,172
418	State Revolving Loan Fund Debt Service Fund	2,604,618
420	Forestry Management Fund	235,532
450	Golf Course Operating Fund	1,457,742
501	Information Technology Fund	2,142,775
503	Vehicle Maintenance Service Fund	1,070,271
504	Risk Management Fund	1,974,709
506	Building Maintenance Fund	2,519,457
508	Loan Pool Fund	412,544
606	Police Benefit Trust Fund	7,700
607	Police Forfeiture Trust Fund	441,000
615	Police Education Trust	10,000
621	Recreation Scholarship Fund	37,800
625	Federal Police Forfeiture	50,000
TOTAL:		\$102,461,288

A summary of the estimated revenues and appropriations for all funds is attached hereto as Composite Exhibit A.

Section 2. The 2019 fiscal year operating budget for the City of Port Orange, as submitted by the City Manager and as amended by the City Council to fund the amounts necessary for the successful operation of the City departments, is hereby finally adopted.

Section 3. The budget finally adopted in the preceding section shall govern the expenditures of the City during the ensuing fiscal year effective October 1, 2018 through September 30, 2019.

Section 4. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 5. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L Fenwick, CMC, City Clerk

Passed and adopted on the 19th day of September, 2018

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

FY 2019: GENERAL FUND (#001)
 PREPARED: September 7, 2018
 FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Ad Valorem Taxes (4.6288 mills)	14,122,091
Delinquent Taxes & Interest	212,721
Sale and Use	832,340
Business Tax	123,332
Franchise Taxes	3,523,729
Utility Service Tax	5,748,479
Telecommunications Services Tax	1,643,092
License & Permits	25,527
Intergovernmental Revenue	6,372,357
Charges for Services	1,379,446
Fines & Foreitures	160,321
Interest Revenue	48,253
Miscellaneous Revenue	871,368
Admin. Fees	1,918,872
Transfer from Other Funds	1,684,622
Appropriated Equity	-
<u>TOTAL REVENUES:</u>	<u>38,666,550</u>
<u>EXPENDITURES:</u>	
NonDepartmental	3,042,305
Mayor & Council	195,111
City Manager	591,160
City Attorney	676,746
City Clerk	339,356
Finance	1,232,362
Human Resources	494,035
Community Development	1,199,913
Fire Services	9,441,375
Police Services	14,479,153
Public Works	2,821,781
Parks Maintenance	2,579,920
Recreation	969,395
Athletics	603,938
<u>TOTAL EXPENDITURES:</u>	<u>38,666,550</u>

FY 2019: Recreation Facilities Fund (#106)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Miscellaneous Revenue	221,738
Appropriated Equity	-
TOTAL REVENUES:	221,738
<u>EXPENDITURES:</u>	
Non-Departmental	221,738
TOTAL EXPENDITURES:	221,738

FY 2019: Building Special Revenue Fund (#109)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
REVENUES:	
License & Permits	1,559,500
Interest Earnings	9,000
Appropriated Equity	20,113
TOTAL REVENUES:	1,588,613
EXPENDITURES:	
Community Development-Building	1,588,613
TOTAL EXPENDITURES:	1,588,613

FY 2019: CDBG Special Revenue Fund (#110)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Federal Grant Revenue	<u>327,971</u>
TOTAL REVENUES:	<u><u>327,971</u></u>
<u>EXPENDITURES:</u>	
Non-Departmental	<u>327,971</u>
TOTAL EXPENDITURES:	<u><u>327,971</u></u>

FY 2019: Debt Service Fund 2006/2016 GO Bonds (#214)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Ad Valorem Tax	901,022
Interest Revenue	2,000
Appropriated Equity	-
TOTAL REVENUES:	903,022
<u>EXPENDITURES:</u>	
Debt Service	903,022
TOTAL EXPENDITURES:	903,022

FY 2019: Debt Service Fund Eastport Tax Inc Note (#217)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Transfer from Other Funds	<u>182,163</u>
TOTAL REVENUES:	<u><u>182,163</u></u>
<u>EXPENDITURES:</u>	
Debt Service	<u>182,163</u>
TOTAL EXPENDITURES:	<u><u>182,163</u></u>

FY 2019: Debt Service Fund 2007 Town Center Tax Inc Bonds (#218)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Transfer from Other Funds	<u>404,814</u>
TOTAL REVENUES:	<u><u>404,814</u></u>
<u>EXPENDITURES:</u>	
Debt Service	<u>404,814</u>
TOTAL EXPENDITURES:	<u><u>404,814</u></u>

FY 2019: Debt Service Fund 2014 Bonds (#220)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Interest Revenue	2,000
Transfer from Other Funds	1,156,277
Appropriated Equity	-
TOTAL REVENUES:	<u>1,158,277</u>
<u>EXPENDITURES:</u>	
Debt Service	<u>1,158,277</u>
TOTAL EXPENDITURES:	<u>1,158,277</u>

FY 2019: Water & Sewer O&M Fund (#401)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Charges for Services	27,161,934
Interest Revenue	92,445
Miscellaneous Revenue	45,000
Appropriated Equity	383,660
TOTAL REVENUES:	27,683,039
<u>EXPENDITURES:</u>	
Non Departmental	12,720,593
Meter Readers	582,179
Customer Service	1,197,784
Water/Sewer Distribution	2,709,702
Water Production	3,072,305
Sewer Service	5,469,320
Lab	499,880
Warehouse	150,117
Administration	1,281,159
TOTAL EXPENDITURES:	27,683,039

FY 2019: Solid Waste Fund (#410)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Charges for Services	7,261,014
Miscellaneous Revenue	20,000
Appropriated Equity	410,402
TOTAL REVENUES:	7,691,416
<u>EXPENDITURES:</u>	
Solid Waste	7,691,416
TOTAL EXPENDITURES:	7,691,416

FY 2019: Stormwater Drainage Fund (#412)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Fees	4,481,278
Interest Revenue	26,700
Appropriated Equity	490,172
TOTAL REVENUES:	4,998,150
<u>EXPENDITURES:</u>	
Drainage Utility	4,998,150
TOTAL EXPENDITURES:	4,998,150

FY 2019: Stormwater Drainage Bond Sinking Fund (#414)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Transfer from Other Funds	<u>1,482,215</u>
TOTAL REVENUES:	<u><u>1,482,215</u></u>
<u>EXPENDITURES:</u>	
Debt Service	<u>1,482,215</u>
TOTAL EXPENDITURES:	<u><u>1,482,215</u></u>

FY 2019: W/S 2012 Bond Debt Service Fund (#417)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Interest Revenue	5,000
Transfer from Other Funds	4,184,172
Appropriated Equity	-
TOTAL REVENUES:	<u>4,189,172</u>
<u>EXPENDITURES:</u>	
Debt Service	<u>4,189,172</u>
TOTAL EXPENDITURES:	<u>4,189,172</u>

FY 2019: State Revolving Loan Fund (#418)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Transfer from Other Funds	2,604,618
Appropriated Equity	-
TOTAL REVENUES:	2,604,618
<u>EXPENDITURES:</u>	
Debt Service	2,604,618
TOTAL EXPENDITURES:	2,604,618

FY 2019: Forestry Management Fund (#420)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Miscellaneous Revenue	97,442
Gopher Tortoise Reloc Fee	25,000
Timber Sales	50,000
Billboard Rental	35,000
Interest Earnings	7,000
Appropriated Equity	21,090
TOTAL REVENUES:	235,532
<u>EXPENDITURES:</u>	
Non-Departmental	235,532
TOTAL EXPENDITURES:	235,532

FY 2019: Golf Course Operating Fund (#450)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Charges for Services	1,370,198
Transfer from Other Funds	<u>87,544</u>
TOTAL REVENUES:	<u>1,457,742</u>
<u>EXPENDITURES:</u>	
Surcharge/R&R	20,000
Administration/Agent	1,298,780
Fleet Financing	<u>138,962</u>
TOTAL EXPENDITURES:	<u>1,457,742</u>

FY 2019: Information Technology Fund (#501)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Charges for Services	2,141,275
Miscellaneous Revenue	1,500
Appropriated Equity	-
TOTAL REVENUES:	<u>2,142,775</u>
<u>EXPENDITURES:</u>	
Information Technology	<u>2,142,775</u>
TOTAL EXPENDITURES:	<u>2,142,775</u>

FY 2019: Vehicle Maintenance Service Fund (#503)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Charges for Services	1,069,771
Miscellaneous Revenue	500
Appropriated Equity	-
TOTAL REVENUES:	<u>1,070,271</u>
<u>EXPENDITURES:</u>	
Vehicle Maintenance	<u>1,070,271</u>
TOTAL EXPENDITURES:	<u>1,070,271</u>

FY 2019: Risk Management Fund (#504)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Interest Revenue	7,000
Charges for Services	1,867,709
Appropriated Equity	<u>100,000</u>
TOTAL REVENUES:	<u><u>1,974,709</u></u>
<u>EXPENDITURES:</u>	
Non-Departmental	<u>1,974,709</u>
TOTAL EXPENDITURES:	<u><u>1,974,709</u></u>

FY 2019: Building Maintenance Fund (#506)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Charges for Services	2,416,784
Interest Revenue	3,000
Appropriated Equity	<u>99,673</u>
TOTAL REVENUES:	<u><u>2,519,457</u></u>
<u>EXPENDITURES:</u>	
Building Maintenance	<u>2,519,457</u>
TOTAL EXPENDITURES:	<u><u>2,519,457</u></u>

FY 2019: Loan Pool Fund (#508)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Interest Revenue	62,954
Appropriated Equity	<u>349,590</u>
TOTAL REVENUES:	<u><u>412,544</u></u>
<u>EXPENDITURES:</u>	
Transfers	<u>412,544</u>
TOTAL EXPENDITURES:	<u><u>412,544</u></u>

FY 2019: POLICE BENEFIT TRUST FUND (#606)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Miscellaneous Revenue	2,500
Appropriated Equity	5,200
TOTAL REVENUES:	7,700
<u>EXPENDITURES:</u>	
Police	7,700
TOTAL EXPENDITURES:	7,700

FY 2019: POLICE FORFEITURE TRUST FUND (#607)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Interest Revenue	1,000
Appropriated Equity	<u>440,000</u>
TOTAL REVENUES:	<u>441,000</u>
<u>EXPENDITURES:</u>	
Police - (pursuant to the Florida Contraband Forfeiture Act)	<u>441,000</u>
TOTAL EXPENDITURES:	<u>441,000</u>

FY 2019: POLICE EDUCATION TRUST FUND (#615)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Police Education	<u>10,000</u>
TOTAL REVENUES:	<u><u>10,000</u></u>
<u>EXPENDITURES:</u>	
Police	<u>10,000</u>
TOTAL EXPENDITURES:	<u><u>10,000</u></u>

FY 2019: RECREATION SCHOLARSHIP FUND (#621)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Charges for Services	25,000
Interest Revenue	300
Miscellaneous Revenue	12,500
TOTAL REVENUES:	37,800
<u>EXPENDITURES:</u>	
Recreation	37,800
TOTAL EXPENDITURES:	37,800

FY 2019: FEDERAL POLICE FORFEITURE FUND (#625)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Interest Revenue	1,000
Appropriated Equity	49,000
TOTAL REVENUES:	50,000
<u>EXPENDITURES:</u>	
Police - (pursuant to Federal Forfeiture Regulations)	50,000
TOTAL EXPENDITURES:	50,000

FY19 *Adopted*
Revenue & Expense Budgets
All Funds

For City Council Review
on 9/19/18

FY19 Adopted Budget Compared to FY18 Adopted Budget by Fund for 9/19/18 City Council Meeting (Schedule 1)

Fund #	Fund Name	FY18 Adopted Budget	FY19 Adopted Budget	\$ Variance	% Variance	Page
001	General Fund	\$ 36,507,289	\$ 38,666,550	\$ 2,159,261	5.9%	10
102	Eastport TIF	198,522	207,733	9,211	4.6%	126
103	Town Center TIF	478,411	476,503	(1,908)	-0.4%	129
106	Recreation Facilities	230,500	221,738	(8,762)	-3.8%	135
109	Bldg. Special Revenue	1,412,570	1,588,613	176,043	12.5%	137
110	CDBG Fund	266,593	327,971	61,378	23.0%	146
214	2016 GO Bond Debt Svc	902,986	903,022	36	0.0%	148
217	Eastport TIF Note	177,066	182,163	5,097	2.9%	150
218	Town Center TIF Bond	402,374	404,814	2,440	0.6%	152
220	2014 Cap Imprv Bond	1,164,676	1,158,277	(6,399)	-0.5%	154
301	Capital Projects Fund	1,337,241	1,587,665	250,424	18.7%	156
311	Fire Impact Fee	50,500	249,188	198,688	393.4%	160
312	Transportation Impact Fee	145,000	145,000	-	0.0%	162
317	General Capital Fund	702,500	202,500	(500,000)	-71.2%	165
401	Water Sewer Op Fund	26,915,366	27,683,039	767,673	2.9%	168
403	W/S R&R Fund	2,505,000	2,505,000	-	0.0%	233
405	W/S Impact Fee	837,000	1,612,000	775,000	92.6%	241
410	Solid Waste	7,233,324	7,691,416	458,092	6.3%	247
412	Drainage Fund	4,762,677	4,998,150	235,473	4.9%	256
414	Drainage Bond Sinking	1,476,449	1,482,215	5,766	0.4%	269
416	Wetland Mitigation	76,775	110,300	33,525	43.7%	271
417	2012 W/S Debt Svc	4,182,768	4,189,172	6,404	0.2%	274
418	SRF Debt Service	2,604,611	2,604,618	7	0.0%	276
420	Forestry Management	181,507	235,532	54,025	29.8%	278
450	Golf Course Op	1,429,577	1,457,742	28,165	2.0%	283

FY19 Adopted Budget Compared to FY18 Adopted Budget by Fund for 9/19/18 City Council Meeting (Schedule 1)

Fund #	Fund Name	FY18 Adopted Budget	FY19 Adopted Budget	\$ Variance	% Variance	Page
501	Information Technology	1,993,151	2,142,775	149,624	7.5%	287
503	Vehicle Maintenance	1,069,614	1,070,271	657	0.1%	296
504	Risk Management	1,934,620	1,974,709	40,089	2.1%	305
505	Lease & Replacement	2,867,851	2,677,000	(190,851)	-6.7%	312
506	Building Maintenance	2,375,937	2,519,457	143,520	6.0%	316
508	Loan Pool	401,409	412,544	11,135	2.8%	327
606	PD Benefit Trust Fund	7,700	7,700	-	0.0%	329
607	PD Forfeiture Trust	412,000	441,000	29,000	7.0%	331
611	Recreation Impact Fee	220,069	730,069	510,000	231.7%	334
615	PD Education Trust	10,000	10,000	-	0.0%	336
621	Recreation Scholarship	37,800	37,800	-	0.0%	338
625	PD Federal Forfeiture	50,000	50,000	-	0.0%	340
Totals:		\$ 107,561,433	\$ 112,964,246	\$ 5,402,813	5.0%	

FY19 Adopted Budget Summary by Fund for 9/19/18 City Council Meeting (Schedule 2)

Fund #	Fund Name	FY19 Adopted Budget	Comment
001	General Fund	38,666,550	Operating Millage Rate of 4.6288
102	Eastport TIF	207,733	
103	Town Center TIF	476,503	
106	Recreation Facilities	221,738	
109	Bldg. Special Revenue	1,588,613	
110	CDBG Fund	327,971	
214	2016 GO Bond Debt Srv	903,022	Debt Millage Rate of .2923
217	Eastport TIF Note	182,163	
218	Town Center TIF Bond	404,814	
220	2014 Cap Imprv Bond	1,158,277	
301	Capital Projects Fund	1,587,665	
311	Fire Impact Fee	249,188	
312	Transportation Impact Fee	145,000	
317	General Capital Fund	202,500	
401	Water Sewer Op Fund	27,683,039	
403	W/S R&R Fund	2,505,000	
405	W/S Impact Fee	1,612,000	
410	Solid Waste	7,691,416	
412	Drainage Fund	4,998,150	
414	Drainage Bond Sinking	1,482,215	
416	Wetland Mitigation	110,300	
417	2012 W/S Debt Srv	4,189,172	
418	SRF Debt Service	2,604,618	
420	Forestry Management	235,532	
450	Golf Course Op	1,457,742	
501	Information Technology	2,142,775	
503	Vehicle Maintenance	1,070,271	

FY19 Adopted Budget Summary by Fund for 9/19/18 City Council Meeting (Schedule 2)

Fund #	Fund Name	FY19 Adopted Budget	Comment
504	Risk Management	1,974,709	
505	Lease & Replacement	2,677,000	
506	Building Maintenance	2,519,457	
508	Loan Pool	412,544	
606	PD Benefit Trust Fund	7,700	
607	PD Forfeiture Trust	441,000	
611	Recreation Impact Fee	730,069	
615	PD Education Trust	10,000	
621	Recreation Scholarship	37,800	
625	PD Federal Forfeiture	50,000	
		\$ 112,964,246	

FY19 Adopted General Fund Expense Budget by Department (Schedule 3)

Department Name (Division #)	FY18 Adopted Budget	FY19 Adopted Budget	\$ Variance	% Variance
Non-Departmental (1000)	\$ 2,946,046	\$ 3,042,305	\$ 96,259	3.3%
Mayor & Council (1100)	192,035	195,111	3,076	1.6%
City Manager (1200)	639,720	591,160	(48,560)	-7.6%
City Attorney (1300)	636,957	676,746	39,789	6.2%
City Clerk (1500)	337,325	339,356	2,031	0.6%
Finance (1600)	1,229,672	1,232,362	2,690	0.2%
Human Resources (1700)	421,018	494,035	73,017	17.3%
CD - Planning (1900)	604,854	614,799	9,945	1.6%
CD - Code (1902)	488,024	-	(488,024)	-100.0%
CD - Engr (1903)	608,559	585,114	(23,445)	-3.9%
Fire (3100)	8,605,876	9,441,375	835,499	9.7%
Police (3200)	13,017,059	14,479,153	1,462,094	11.2%
Public Works (4300)	2,687,244	2,821,781	134,537	5.0%
Parks Maintenance (4400)	2,514,008	2,579,920	65,912	2.6%
Recreation (51xx)	971,131	969,395	(1,736)	-0.2%
Athletics (5200)	607,761	603,938	(3,823)	-0.6%
Grand Total:	36,507,289	38,666,550	2,159,261	5.9%

FY19 Adopted General Fund Expense Budget by Department (Schedule 4)

Department (Division #)	FY18 Adopted	FY19 Adopted	\$ Variance	% Variance
Non-Departmental (1000)	\$ 2,946,046	\$ 3,042,305	\$ 96,259	3.3%
Operating	1,793,098	2,296,394	503,296	28.1%
Grants and Aid	35,590	35,776	186	0.5%
Transfers	1,150,000	648,635	(501,365)	-43.6%
Non-Op. (Compression Pool)	-	-	-	n/a
Non-Op. (Contingency)	(32,642)	61,500	94,142	-288.4%
Mayor & Council (1100)	192,035	195,111	3,076	1.6%
Personnel	101,399	101,398	(1)	0.0%
Operating	90,636	93,713	3,077	3.4%
City Manager (1200)	639,720	591,160	(48,560)	-7.6%
Personnel	479,343	495,158	15,815	3.3%
Operating	137,546	76,002	(61,544)	-44.7%
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%
City Clerk (1500)	337,325	339,356	2,031	0.6%
Personnel	203,566	204,944	1,378	0.7%
Operating	133,759	134,412	653	0.5%

FY19 Adopted General Fund Expense Budget by Department (Schedule 4)

Department (Division #)	FY18 Adopted	FY19 Adopted	\$ Variance	% Variance
Finance (1600)	1,229,672	1,232,362	2,690	0.2%
Personnel	1,101,636	1,090,943	(10,693)	-1.0%
Operating	128,036	141,419	13,383	10.5%
Human Resources (1700)	421,018	494,035	73,017	17.3%
Personnel	284,196	355,633	71,437	25.1%
Operating	136,822	138,402	1,580	1.2%
CD - Planning (1900)	604,854	614,799	9,945	1.6%
Personnel	514,764	509,514	(5,250)	-1.0%
Operating	90,090	105,285	15,195	16.9%
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 Adopted General Fund Expense Budget by Department (Schedule 4)

Department (Division #)	FY18 Adopted	FY19 Adopted	\$ Variance	% Variance
Fire (3100)	8,605,876	9,441,375	835,499	9.7%
Personnel	7,061,414	7,792,918	731,504	10.4%
Operating	1,538,462	1,642,457	103,995	6.8%
Capital	6,000	6,000	-	0.0%
Police (3200)	13,017,059	14,479,153	1,462,094	11.2%
Personnel	10,562,750	11,639,920	1,077,170	10.2%
Operating	2,387,309	2,725,233	337,924	14.2%
Capital	67,000	114,000	47,000	70.1%
Public Works (4300)	2,687,244	2,821,781	134,537	5.0%
Personnel	994,234	1,017,143	22,909	2.3%
Operating	1,693,010	1,768,638	75,628	4.5%
Capital	-	36,000	36,000	100.0%
Parks Maintenance (4400)	2,514,008	2,579,920	65,912	2.6%
Personnel	1,236,592	1,312,009	75,417	6.1%
Operating	1,240,416	1,257,911	17,495	1.4%
Capital	27,000	-	(27,000)	-100.0%
Non-Op. (Contingency)	10,000	10,000	-	0.0%
Recreation (51xx)	971,131	969,395	(1,736)	-0.2%
Personnel	716,093	721,717	5,624	0.8%
Operating	255,038	247,678	(7,360)	-2.9%

FY19 Adopted General Fund Expense Budget by Department (Schedule 4)

Department (Division #)	FY18 Adopted	FY19 Adopted	\$ Variance	% Variance
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	38,666,550	2,159,261	5.9%

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
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	14,122,091
	LEVEL 6	TEXT				TEXT AMT	
		ESTIMATED PROP VALUE 3,161,408,448 X				13,328,288	
		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					

		MAX MILLAGE SET BY COUNCIL 7/17/18					
		3,244,763,623 X 4.8157 MILS PER 1,000 @ 95%					
		=14,844,518					
		LESS TAX INCREMENT FUNDS FOR EASTPORT = 87,832					
		LESS TAX INCREMENT FUNDS FOR TOWN CENTER = 64,378				999,480	

		ADJUSTED MILLAGE 8/13/18					
		3,244,763,623 X 4.7781 MILS PER 1,000 @ 95%					
		=14,728,615					
		LESS TAX INCREMENT FUNDS FOR EASTPORT = 87,146					
		LESS TAX INCREMENT FUNDS FOR TOWN CENTER = 63,876				114,714-	

		ADJUSTED MILLAGE 8/29/18				388,382-	
		3,244,763,623 X 4.6508 MILS PER 1,000 @ 95%					
		=14,336,209					
		LESS TAX INCREMENT FUNDS FOR EASTPORT = 84,824					
		LESS TAX INCREMENT FUNDS FOR TOWN CENTER = 62,174					

		ADJUSTED MILLAGE 8/30/18				67,120-	
		3,244,763,623 X 4.6288 MILS PER 1,000 @ 95%					
		=14,268,394					
		LESS TAX INCREMENT FUNDS FOR EASTPORT = 84,423					
		LESS TAX INCREMENT FUNDS FOR TOWN CENTER = 61,880					
						14,122,091	
001-0000-311.20-00	DELINQUENT	210,516	230,454	200,000	200,000	71,216	186,451
	LEVEL 6	TEXT				TEXT AMT	
		ESTIMATED BASED ON HISTORICAL				186,451	
		(TP 6/21/18)					

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
							186,451
001-0000-311.30-00	INTEREST DELINQ. TAXES	17,627	23,186	0	0	0	26,270
	LEVEL 6 TEXT BASED ON AVERAGE % CHANGE OVER LAST 4 YEARS (TP 6/21/18) *** REDUCE TO BALANCE					TEXT AMT 26,782	512- 26,270
001-0000-312.51-00	INSURANCE PREMIUM TAX FF	367,918	351,038	0	0	0	388,249
	LEVEL 6 TEXT OFFSETTING EXPENSE RELATED TO THIS ITEM (TP 6/21/18) *** UPDATED BASED ON FY18 ACTUAL RECEIVED 8/10/18 TP					TEXT AMT 351,038	351,038- 388,249 388,249
001-0000-312.52-00	STATE POLICE RETIR CONTRB	373,343	397,680	0	0	444,090	444,091
	LEVEL 6 TEXT OFFSETTING EXPENSE RELATED TO THIS ITEM (TP 6/21/18) *** UPDATED BASED ON FY18 ACTUAL RECEIVED 8/10/18 TP					TEXT AMT 397,680	397,680- 444,091 444,091
001-0000-314.10-00	ELECTRIC	4,209,725	4,255,511	4,307,000	4,307,000	3,987,098	4,697,961
	LEVEL 6 TEXT BASED ON HISTORICAL TREND (TP 6/21/18)					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	805,000	933,232
	LEVEL 6 TEXT BASED ON HISTORICAL MODEL THAT GENERALLY 62% OF REVENUE RECEIVED BY MAY (TP 6/21/18)					TEXT AMT 933,232	933,232
001-0000-314.40-00	UTILITY SERVICE TAXES-GAS	117,864	126,059	112,321	112,321	112,921	117,286
	LEVEL TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	6	BASED ON HISTORICAL MODEL (TP 6/21/18)				117,286	117,286
001-0000-315.20-00	COMMUNICATIONS SERVICES	1,784,375	1,656,402	1,618,112	1,618,112	1,310,818	1,643,092
	LEVEL 6	TEXT BASED ON FORECAST MODEL WITH 51% OF REVENUE RECEIVED THROUGH MAY (TP 6/21/18)				TEXT AMT 1,643,092	
						1,643,092	
001-0000-316.10-00	CITY-OCCUPATION	148,250	120,151	150,000	150,000	95,926	123,332
	LEVEL 6	TEXT BASED ON PRIOR YEAR ACTUALS AND YEAR TO DATE (TP 6/21/18)				TEXT AMT 123,332	
						123,332	
001-0000-322.10-00	BUILDING	0	20	0	0	0	0
001-0000-323.10-00	FPL FRANCHISE FEE	3,171,271	3,207,131	3,124,948	3,124,948	2,024,847	3,504,988
	LEVEL 6	TEXT BASED ON HISTORICAL TRENDS (TP 6/21/18)				TEXT AMT 3,504,988	
						3,504,988	
001-0000-323.40-00	PEOPLES GAS FRANCHISE	20,670	19,187	16,835	16,835	15,057	13,738
	LEVEL 6	TEXT BASED ON HISTORY (TP 6/21/18)				TEXT AMT 13,738	
						13,738	
001-0000-323.75-00	RECYCLING	3,820	4,050	4,406	4,406	3,710	5,003
	LEVEL 6	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	14,640	16,211
	LEVEL 6	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	12,350	9,316

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	LEVEL 6					TEXT AMT	
						BASED ON HISTORICAL TREND OF 74% REVENUE REC THROUGH MAY (TP 6/21/18)	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	51,532	50,000
	LEVEL 6					TEXT AMT	
						VOCA GRANT (TP 6/21/18)	50,000
							50,000
001-0000-334.20-00	PUBLIC SAFETY / EMS	0	0	0	12,000	5,744	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	1,978,009	2,349,592
	LEVEL 6					TEXT AMT	
						BASED ON HISTORICAL TRENDS (TP 6/21/18)	2,349,592
							2,349,592
001-0000-335.14-00	MOBILE HOME LICENSES	142,341	150,038	139,594	139,594	148,891	146,952
	LEVEL 6					TEXT AMT	
						BASED ON HISTORICAL TRENDS (TP 6/21/18)	146,952
							146,952
001-0000-335.15-00	ALCOHOLIC BEV LIC	32,815	37,275	44,300	44,300	33,175	38,713
	LEVEL 6					TEXT AMT	
						BASED ON HISTORICAL TRENDS (TP 6/21/18)	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	2,617,634	3,680,896
	LEVEL 6					TEXT AMT	
						BASED ON HISTORICAL TRENDS (TP 6/21/18)	3,680,896
							3,680,896
001-0000-335.21-00	FIRE EDUCATION PAY	26,113	23,228	24,333	24,333	24,407	23,184
	LEVEL					TEXT	AMT

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	6	BASED ON HISTORICAL TRENDS (TP 6/21/18)					23,184
							23,184
001-0000-335.41-00	MTR FUEL TX REFUND	31,199	28,903	47,153	47,153	24,572	30,000
	LEVEL 6	TEXT BASED ON HISTORICAL TRENDS (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 6	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	33,393	50,020
	LEVEL 6	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	357,936	425,000
	LEVEL 6	TEXT BASED ON HISTORICAL TREND (TP 6/21/18)				TEXT	AMT 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	6,850	7,773
	LEVEL 6	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	1,393,039	1,918,872
	LEVEL 6	TEXT UPDATED FOR FY19 ADMIN FEE FROM SOLID WASTE ADMIN FEE FROM VEHICLE MAINT ADMIN FEE FROM WATER & SEWER ADMIN FEE FROM IT ADMIN FEE FROM DRAINAGE				TEXT	AMT 414,148 61,451 894,355 120,315 138,046

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
	ADMIN FEE FROM RISK MGMT						111,798
	ADMIN FEE FROM BLDG MAINT						92,489
	ADMIN FEE FROM CD BLDG						67,970
	ADMIN FEE FROM FIRE IMPACT						1,000
	ADMIN FEE FROM TRANS IMPACT						2,800
	ADMIN FEE FROM WS IMPACT						12,000
	ADMIN FEE FROM REC IMPACT FEE						2,500
							1,918,872
001-0000-341.42-00	CLERK'S RECORDING FEES	4,657	5,360	2,759	2,759	4,532	7,702
	LEVEL 6 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 6 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	20,011	21,190
	LEVEL 6 TEXT BASED ON HISTORICAL TRENDS (TP 6/21/18)					TEXT AMT 21,190	21,190
001-0000-342.32-00	FIRE/AMBULANCE TRANSPORTS	0	0	0	0	0	67,000
	LEVEL 6 TEXT ANTICIPATED REVENUE FOR PROGRAM TO BEGIN IN JANUARY 2019 WITH A 3 MONTH LAG					TEXT AMT 67,000 67,000	
001-0000-342.80-00	SPECIAL STREET SER	59,982	82,656	65,577	65,577	59,454	65,000
	LEVEL 6 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 6 TEXT BASED ON HISTORICAL TREND (TP 6/21/18)					TEXT AMT 444	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
							444
001-0000-342.83-00	ANNUAL FIRE INSPECTIONS	6,884	6,639	6,631	6,631	6,412	6,368
	LEVEL 6 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	7,330	7,857
	LEVEL 6 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	975	632
	LEVEL 6 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	117,244-	36,524
	LEVEL 6 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 6 TEXT FDOT TRAFFIC SIGNAL MAINTENANCE FY17 FDOT STATE HIGHWAY LIGHTING MAINTENANCE FY17 ***** INCREASE FOR FY18 - FDOT TRAFFIC SIGNAL MAINT INCREASE FOR FY18 - FDOT ST HWY LIGHTING MAINT *****					TEXT AMT 29,243 120,757 13,589 1,343 164,932	
001-0000-347.54-00	OTHER RECREATION REV.	26,153	19,865	20,835	20,835	13,866	28,263
	LEVEL 6 TEXT BASED ON HISTORICAL TRENDS (TP 6/21/18)					TEXT AMT 28,263	28,263

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
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	107,137	119,610
	LEVEL 6 TEXT BASED ON HISTORICAL TREND					TEXT AMT 119,610 119,610	
001-0000-347.59-00	RENTAL	110,918	102,652	109,399	109,399	105,530	128,759
	LEVEL 6 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	188,106	212,387
	LEVEL 6 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	31,978	30,005
	LEVEL 6 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
001-0000-347.75-00	PAVILION EVENT REVENUE	0	0	0	0	450	0
001-0000-349.18-00	MISC RECORDING (N JOURNAL	10,047	10,273	9,000	9,000	4,697	0
001-0000-351.10-00	FINES AND COURT CASES	112,152	99,060	90,000	90,000	93,358	88,522
	LEVEL 6 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	249,102	45,000
	LEVEL 6 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	14,798	20,000
	LEVEL 6 TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	6	BASED ON HISTORICAL DATA (TP 6/21/18)					20,000
							20,000
001-0000-354.20-02	ANIMAL CITATIONS	2,683	4,281	3,000	3,000	4,525	4,812
	LEVEL 6	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	155,685-	0
	LEVEL 6	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	1,734	1,987
	LEVEL 6	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	34,356	41,483
	LEVEL 6	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 6	TEXT INTERNAL LOANS INTEREST (TP 6/21/18)				TEXT AMT	6,770
							6,770
001-0000-362.00-00	RENTS & ROYALTIES	1,200	1,200	1,200	1,200	7,900	11,400
	LEVEL 6	TEXT RON DESANTIS LOCAL OFFICE RENTAL @ \$100 PER MONTH 3900 HALIFAX DRIVE RENTAL @ \$850 PER MONTH (TP 6/21/18)				TEXT AMT	1,200
							10,200
							11,400
001-0000-362.10-00	PALMER LAND LEASE	80,000	80,000	81,000	81,000	81,000	81,000
	LEVEL 6	TEXT PER CONTRACT (TP 6/21/18) CONTRACT REMAINS AT \$81,000 THOUGH FY 2021				TEXT AMT	81,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
						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	413,724	449,748
LEVEL 6	TEXT PALMER RENT OCT-18 THROUGH SEP-19 (NT 6/28/18) ***** 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 *****					TEXT AMT 449,748	
						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	1,375	1,500
001-0000-362.40-00	VERIZON	27,376	27,376	27,376	27,376	27,376	27,376
LEVEL 6	TEXT PER CONTRACT THROUGH 2025 (TP 6/21/18)					TEXT AMT 27,376 27,376	
001-0000-362.60-00	AT&T RENTAL	34,688	36,423	30,000	30,000	29,511	32,184
LEVEL 6	TEXT PER CONTRACT THROUGH 2021 BASE RENT - \$2,500/MO = \$30,000 PER YEAR PROCEEDS FROM SUB-LEASES-\$182/MO = 2,184 PER YEAR (06-28-18 NT)					TEXT AMT 32,184	
						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	5,692	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	100	0
001-0000-367.01-00	TREE MITIGATION	0	8,838	0	5,770	7,127	0
001-0000-367.10-00	LICENSES	3,982	3,234	3,000	3,000	3,685	4,113
LEVEL 6	TEXT BASED ON HISTORICAL TREND					TEXT AMT 4,113	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
	(TP 6/21/18)						
							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	27,356	43,203
	LEVEL 6 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	348	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	18,350	16,583
	LEVEL 6 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	86,501	95,202
	LEVEL 6 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	46,851-	109,059
	LEVEL 6 TEXT BASED ON CURRENT CONTRACT ***** OCT 2018 (\$8,947 PER MONTH) NOV 2018 - SEP 2019 2% INCREASE (\$9,126 PER MONTH) (TP 6/21/18)					TEXT AMT 8,947 100,112	
							109,059
001-0000-369.95-00	DISASTER INSURANCE RECOVER	0	172,871	0	0	0	0
001-0000-381.37-00	TRANS FROM 203	4,161	0	0	0	0	0
001-0000-381.39-00	TRANSFER FROM 201	0	1,125	0	0	0	0
001-0000-381.56-00	TRANSFER FROM 506	0	0	0	22,880	22,880	0
001-0000-381.58-00	TRANSFER FROM 609	0	1,461	0	0	0	0
001-0000-381.67-00	TRANSFER FROM 106 FUND	0	0	0	630,127	630,127	0
001-0000-381.73-00	TRANSFER FROM 317 FUND	32,000	0	0	0	0	0
001-0000-381.94-00	TRANSFER FROM 108	212,211	0	0	0	0	0
001-0000-381.95-00	TRANSFER FROM 632	10,822	0	0	0	0	0
001-0000-381.99-00	TRANSFER FROM 315 FUND	0	21,639	0	0	0	0
001-0000-382.20-00	IN LIEU OF TAX WATER/SWR	1,225,404	1,219,069	1,258,858	1,258,858	1,049,049	1,278,288

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
		LEVEL 6	TEXT UPDATED FOR FY19			TEXT AMT 1,278,288 1,278,288	
001-0000-382.21-00	IN LIEU OF TAX DRAINAGE	184,572	187,758	195,098	195,098	162,582	200,724
		LEVEL 6	TEXT UPDATED FOR FY19			TEXT AMT 200,724 200,724	
001-0000-382.70-00	SOLID WASTE	204,425	204,831	202,457	202,457	168,715	205,610
		LEVEL 6	TEXT UPDATED FOR FY19			TEXT AMT 205,610 205,610	
001-0000-389.10-00	APPROPRIATED FUND BAL	0	0	1,649,851	8,356,586	0	0
		LEVEL 6	TEXT *FY19 INITIAL AMOUNT NEEDED TO FUND THE 317 CIP PROJECTS *FY19 INITIAL AMOUNT NEEDED TO FUND THE 505 CIP LEASE & REPLACEMENT FUND *FY19 AMOUNT TO FUND ONE TIME ITEMS CITYWIDE			TEXT AMT	
*		34,877,002	42,388,838	36,507,289	43,897,660	32,182,063	38,666,550
**	GENERAL FUND	34,877,002	42,388,838	36,507,289	43,897,660	32,182,063	38,666,550
***	GENERAL FUND	34,877,002	42,388,838	36,507,289	43,897,660	32,182,063	38,666,550
****	GENERAL FUND	34,877,002	42,388,838	36,507,289	43,897,660	32,182,063	38,666,550
		34,877,002	42,388,838	36,507,289	43,897,660	32,182,063	38,666,550

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
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	50,675	72,000
LEVEL 6	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 6	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	9,610	34,600
LEVEL 6	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 6	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	778,208	1,061,296
LEVEL	TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	6	UPDATED FOR FY19 ***					1,088,917
		UPDATED 8/1/18 A LA CARTE GIS SPEC					27,621- 1,061,296
001-1000-519.49-64	INSURANCE 504	832,479	564,052	656,218	656,218	546,848	900,099
	LEVEL 6	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	89,192	224,149
	LEVEL 6	TEXT UPDATED FOR FY19				TEXT AMT	224,149 224,149
001-1000-519.52-00	OTHER OPERATING SUPPLIES	0	0	0	375	373	0
001-1000-519.52-02	SPECIAL INVENTORY ACCT	0	0	0	0	186,498	0
001-1000-519.52-17	AGRICULTURE SUPPLIES	1,920	0	0	27,312	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	7,126,363	6,663,228	2,296,394
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	35,590	35,776
	LEVEL 6	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	35,590	35,776
001-1000-581.90-58	TRF TO 207/220 DEBT SRVE	0	331,000	0	0	0	448,635
	LEVEL 6	TEXT TRANSFER TO 220 FUND FOR 2014 CAP IMPV BOND				TEXT AMT	448,635

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
							448,635
001-1000-581.91-30	TRANSFER TO 505	0	305,000	450,000	450,000	450,000	0
	LEVEL 6 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	200,000
	LEVEL 6 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	
	UPDATED TO INCLUDE ADA TRANSITION PLAN 8/2/18						200,000 200,000
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	648,635
001-1000-519.99-10	CONTINGENCY	0	0	190,000	715	0	61,500
	LEVEL 6 TEXT COUNCIL PRIORITIES *** 8/28/18 CM CHANGES					TEXT AMT 75,000 13,500- 61,500	
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-	114,715	0	61,500
**	NON DEPARTMENTAL	4,386,966	12,905,834	2,946,046	9,878,385	9,219,051	3,042,305
***	NON DEPARTMENTAL	4,386,966	12,905,834	2,946,046	9,878,385	9,219,051	3,042,305

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD	ACTUAL ENCMBRNCE	FY2019 PROPOSED3
001-1100-511.12-00	MAYOR & COUNCIL MAYOR & COUNCIL SALARIES AND WAGES	74,074	71,926	73,064	73,064		66,917	73,064
	LEVEL 6 TEXT CURRENT COUNCIL						TEXT AMT 73,064 73,064	
001-1100-511.21-00	FICA TAXES	4,585	5,071	5,593	5,593		4,548	5,593
	LEVEL 6 TEXT CURRENT COUNCIL						TEXT AMT 5,593 5,593	
001-1100-511.22-00	RETIREMENT CONTRIBUTION	465	78	465	465		0	465
	LEVEL 6 TEXT CURRENT COUNCIL						TEXT AMT 465 465	
001-1100-511.23-00	HEALTH INSURANCE	19,755	17,176	22,015	22,015		19,997	22,015
	LEVEL 6 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		69	74
	LEVEL 6 TEXT CURRENT COUNCIL						TEXT AMT 74 74	
001-1100-511.26-00	EAP BENEFIT	187	187	187	187		172	187
	LEVEL 6 TEXT CURRENT COUNCIL						TEXT AMT 187 187	
* PERSONNEL SERVICES		99,130	94,503	101,399	101,399		91,703	101,398
001-1100-511.31-13	OTHER PROF. SERVICES	40,000	20,065	20,000	20,000		20,000	20,000
	LEVEL 6 TEXT CHAMBER OF COMMERCE CONTRACT GOAL 4 ECONOMIC DEVELOPMENT						TEXT AMT 20,000	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
							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	4,790	2,531	8,270
	LEVEL 6 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	23	0
	LEVEL 6 TEXT					TEXT AMT	
	MOVED TO IT FOR FY 19	119	23	100	100	13	50
	LEVEL 6 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	1,220	1,212	1,290
	LEVEL 6 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	38,355	50,543
	LEVEL 6 TEXT					TEXT AMT	
	UPDATED FOR FY19					50,543	50,543
001-1100-511.51-00	OFFICE SUPPLIES	1,366	390	400	400	64	0
	LEVEL 6 TEXT					TEXT AMT	
	PAPER, PENS, BINDERS, STAPLES, ETC (ON PCARD)					265	
	BASED ON HISTORICAL ACTUALS						

	8/28/18 CM REDUCTION-SEE 001-1200						265-
001-1100-511.52-00	OTHER OPERATING SUPPLIES	4,510	5,541	5,580	2,890	2,885	4,010
	LEVEL 6 TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
6	FREEMANVILLE DAY						430
	OFFICIAL BUSINESS VISITOR REFRESH (H2O, COFFEE)						100
	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 6	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 6	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	84,636	74,116	93,613
001-1100-511.83-00	OTHER GRANTS & AIDS	0	250	0	100	100	100
LEVEL 6	TEXT STEM AWARD					TEXT AMT	100 100
*	GRANTS & AIDE	0	250	0	100	100	100
**	MAYOR & COUNCIL	212,692	189,549	192,035	186,135	165,919	195,111
***	MAYOR & COUNCIL	212,692	189,549	192,035	186,135	165,919	195,111

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
001-1200-512.12-00	CITY MANAGER CITY MANAGER SALARIES AND WAGES	366,303	349,716	438,609	438,609	385,055	458,566
	LEVEL 6					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	7,430	8,400
	LEVEL 6					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 6					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 6					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	27,664	35,803
	LEVEL 6					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	49,406	59,153
	LEVEL 6					TEXT AMT	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
6	CURRENT STAFF WAGE INCREASE **ERP MANAGER (SALARY & BENEFITS OFFSET IN 12-20) *** CITY MANAGER INCR-AVG BASE WAGE FY18 ADJ 3.64% CITY MANAGER INCR-AVG BASE WAGE FY19 ADJ 2.34%						56,605 1,480 650 418 59,153
001-1200-512.23-00	HEALTH INSURANCE	17,307	18,673	38,256	38,256	27,406	31,490
LEVEL 6	TEXT HEALTH INS DENTAL LIFE INS WAGE INCREASE LIFE **ERP MANAGER (SALARY & BENEFITS OFFSET IN 12-20) *** CITY MGR INCR-AVG BASE WAGE FY18 ADJ 3.64%-LIFE CITY MGR INCR-AVG BASE WAGE FY19 ADJ 2.34%-LIFE *** 8/28/18 CM CHANGES-CM HEALTH INS NOT TAKEN					TEXT AMT 34,385 1,860 2,011 48 38 25 6,877- 31,490	
001-1200-512.24-00	WORKER'S COMPENSATION	643	354	443	443	403	453
LEVEL 6	TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE **ERP MANAGER (SALARY & BENEFITS OFFSET IN 12-20) *** CITY MANAGER INCR-AVG BASE WAGE FY18 ADJ 3.64% CITY MANAGER INCR-AVG BASE WAGE FY19 ADJ 2.34%					TEXT AMT 434 10 5 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	118	187
LEVEL 6	TEXT CURRENT STAFF **ERP MANAGER (SALARY & BENEFITS OFFSET IN 12-20)					TEXT AMT 187	
							187
*	PERSONNEL SERVICES	471,786	438,428	479,343	479,343	443,836	495,158

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
001-1200-512.31-13	PROFESSIONAL SERVICES	17,778	40,525	67,800	20,488	18,835	0
	LEVEL 6 TEXT					TEXT AMT	
001-1200-512.40-00	TRAVEL PER DIEM	2,546	6,693	7,500	5,498	4,587	9,372
	LEVEL 6 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 6 TEXT					TEXT AMT	
							250
							400
							130
							780
001-1200-512.41-00	COMMUNICATION SERVICES	4,694	3,880	3,360	3,860	3,238	2,150
	LEVEL 6 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	450	175	0
	LEVEL 6 TEXT					TEXT AMT	
001-1200-512.48-04	PUB RELATION ACTIVITY	3,825	5,100	5,710	5,710	5,376	6,040
	LEVEL 6 TEXT					TEXT AMT	
							5,100
							390

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	NEW COUNCIL PHOTO, FRAME, ETC. MISC. PUBLIC INFORMATION PROJECTS GOAL 6: ORGANIZATIONAL EXCELLENCE						50 500 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	38,322	52,580
	LEVEL 6 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	716	1,500
	LEVEL 6 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	403	700
	LEVEL 6 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	38	100
	LEVEL 6 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	2,740	2,280
	LEVEL 6 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 6 TEXT PER CITY MANAGER CONTRACT GOAL 6: ORGANIZATIONAL EXCELLENCE					TEXT AMT 500	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3 500
*	OPERATING EXPENSE	116,638	117,702	137,546	98,505	75,848	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	519,684	591,160
***	CITY MANAGER	588,524	556,130	639,720	606,739	519,684	591,160

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
001-1300-514.12-00	LEGAL SERVICES LEGAL SERVICES SALARIES AND WAGES	275,067	317,830	335,819	342,116	293,416	338,538
	LEVEL 6 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	3,115	3,600
	LEVEL 6 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	4,650-	4,650-	0
001-1300-514.14-00	OVERTIME	4,215	7,588	8,700	8,550	2,631	4,000
	LEVEL 6 TEXT OVERTIME REQUEST					TEXT AMT 4,000 4,000	
001-1300-514.15-10	CERTIFICATION/LICENSES	1,401	1,065	1,650	2,236	2,236	1,350
	LEVEL 6 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	21,547	26,484
	LEVEL 6 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	45,277	46,485
	LEVEL 6 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	31,805	33,748
	LEVEL TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
	6 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	282	304
	LEVEL 6 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	156	168
	LEVEL 6 TEXT CURRENT STAFF					TEXT AMT 168 168	
* PERSONNEL SERVICES		346,495	427,927	455,185	458,681	395,815	454,677
001-1300-514.31-12	LEGAL SERVICES	151,275	118,070	112,806	134,429	143,741	130,000
	LEVEL 6 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	
							130,000
001-1300-514.31-13	OTHER PROF. SERVICES	1,269	2,999	0	6,644	0	0
001-1300-514.31-14	PROSCTR FEE/CODE SP MAG	0	0	0	11,900	11,900	20,000
	LEVEL 6 TEXT FUNDING TRANSFERED FROM CODE ENFORCEMENT TO COVER SPECIAL MAGISTRATE AND OUTSIDE LEGAL AS NEEDED.					TEXT AMT 20,000	
							20,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
001-1300-514.34-15	TEMP HELP SERVICE FEE	1,656	7,886	6,000	23,867	17,000	7,886
	LEVEL 6 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 6 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 6 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	1,433	1,440
	LEVEL 6 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 6 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	2,209	2,209	2,200
	LEVEL 6 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	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
*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	28,283	36,543
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 36,543 36,543	
001-1300-514.51-00	OFFICE SUPPLIES	3,197	3,074	2,500	2,399	1,585	3,000
	LEVEL 6 TEXT OFFICE SUPPLIES					TEXT AMT 3,000 3,000	
001-1300-514.52-00	OTHER OPERATING SUPPLIES	414	369	400	492	417	400
	LEVEL 6 TEXT OPERATING SUPPLIES					TEXT AMT 400 400	
001-1300-514.52-15	POSTAL SERVICE	224	308	350	350	157	350
	LEVEL 6 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 6 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 6 TEXT THOMSON REUTERS ONLINE RESEARCH AND ONE BOOK					TEXT AMT 10,500 10,500	
* OPERATING EXPENSE		217,495	194,309	181,772	239,370	223,513	222,069

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
**	LEGAL SERVICES	563,990	622,236	636,957	698,051	619,328	676,746
***	LEGAL SERVICES	563,990	622,236	636,957	698,051	619,328	676,746

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
001-1500-513.12-00	CITY CLERK CITY CLERK SALARIES AND WAGES	137,165	129,579	146,639	143,863	105,522	146,097
	LEVEL 6 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 6 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 6 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	7,461	11,237
	LEVEL 6 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	9,655	17,071
	LEVEL 6 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	16,274	29,346
	LEVEL 6 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	92	143
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.)					TEXT AMT 141	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	WAGE INCREASE						2 143
001-1500-513.26-00	EAP BENEFIT	117	112	150	150	84	150
*	PERSONNEL SERVICES	185,816	175,924	203,566	200,381	139,194	204,944
001-1500-513.31-13	OTHER PROF. SERVICES	10,954	0	0	0	0	0
	LEVEL 6	TEXT				TEXT AMT	
001-1500-513.34-14	CONTRACT SERVICES OTHER	0	32,141	15,390	25,274	24,873	15,940
	LEVEL 6	TEXT				TEXT AMT	
		(MOVED TO 3414-OTHER CONTRACTING SERVICES)					3,390
							2,000
							10,550
							15,940
001-1500-513.40-00	TRAVEL PER DIEM	1,384	506	1,500	2,000	1,977	2,000
	LEVEL 6	TEXT				TEXT AMT	
		FLORIDA ASSOC OF CITY CLERK'S CONFERENCES					1,500
		CITY CLERK TO ATTEND TWO					
		CONFERENCES EACH YEAR FOR TRAINING.					
		FLORIDA RECORDS MANAGEMENT ASSOCIATION					500
		RECORDS MANAGER TO ATTEND ANNUAL CONFERENCE					2,000
001-1500-513.40-10	EMPLOYEE TRAINING	1,265	1,148	1,500	1,500	801	1,250
	LEVEL 6	TEXT				TEXT AMT	
		FLORIDA ASSOC OF CITY CLERK'S CONFERENCE (X2) FOR					750
		CITY CLERK					
		FLORIDA RECORDS MANAGEMENT ASSOCIATION ANNUAL CONF					300
		FOR RECORDS MANAGER					
		WEBINARS AS AVAILABLE					200
							1,250
001-1500-513.41-00	COMMUNICATION SERVICES	2,070	1,147	900	700	712	720
	LEVEL 6	TEXT				TEXT AMT	
		SPECTRUM PHONE CHARGES MOVING TO IT IN FY 19					720
		CELL PHONE FOR CITY CLERK - \$59.37/MONTH					720
001-1500-513.44-10	EQUIP/OTHER RENTAL/LEASE	4,586	3,616	3,770	3,770	3,638	3,570
	LEVEL	TEXT				TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
6	MAIL MACHINE LEASE COPY MACHINE LEASE (CLERK'S PORTION ONLY)						2,700 870 3,570
001-1500-513.47-00	PRINTING AND BINDING	454	219	650	650	500	500
LEVEL 6	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 6	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 6	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	13,775	14,000
LEVEL 6	TEXT CLERK OF COURT (RECORDINGS) SIMPLIFILE (E-RECORDINGS)					TEXT AMT	500 13,500 14,000
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	27,231	33,330
LEVEL 6	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	360	1,000
LEVEL 6	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	586	750
LEVEL	TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
6	INCLUDES NAME PLATES, HAND SANITIZER, & OTHER MISC. SUPPLIES						750 750
001-1500-513.52-15	POSTAL SERVICE	640	429	560	543	656	500
LEVEL 6	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 6	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 6	TEXT NEWSJOURNAL SUBSCRIPTION ADMINISTRATIVE PROFESSIONAL TODAY SUBSCRIPTION					TEXT AMT	250 117 367
*	OPERATING EXPENSE	142,032	155,848	133,759	140,684	133,269	134,412
001-1500-513.99-10	CONTINGENCY	0	0	0	45	0	0
*	NON-OPERATING EXPENSE	0	0	0	45	0	0
**	CITY CLERK	327,848	331,772	337,325	341,110	272,463	339,356
***	CITY CLERK	327,848	331,772	337,325	341,110	272,463	339,356

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
001-1600-513.12-00	SALARIES AND WAGES	636,644	731,465	815,350	779,044	680,922	812,414
	LEVEL 6					TEXT AMT	
						CURRENT STAFF (INC. ACCRUAL PAYOUT EST.)	836,864
						WAGE INCREASE	14,800
						**FINANCE DIRECTOR AND COMPLIANCE MGR SPLIT FUNDED	
						70%FIN/30%PU	

						ACCOUNTANT I - PAYROLL MOVED TO HR (001-1700)	39,250-
							812,414
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	11,558	3,409
	LEVEL 6					TEXT AMT	
						REGULAR OVERTIME	10,000
						**	
						ACCOUNTANT I - PAYROLL MOVED TO HR (001-1700)	5,000-
						APPROX 50% OF OT FOR THIS FUNCTION	

						REDUCED TO KEEP PERS SVC LEVEL	1,591-
							3,409
001-1600-513.15-10	CERTIFICATIONS/LICENSES	0	0	600	600	0	0
	LEVEL 6					TEXT AMT	
						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	51,068	62,419
	LEVEL 6					TEXT AMT	
						CURRENT STAFF (INC. ACCRUAL PAYOUT EST.)	64,278
						WAGE INCREASE	1,527
						**FINANCE DIRECTOR AND COMPLIANCE MGR SPLIT FUNDED	
						70%FIN/30%PU	

						ACCOUNTANT I - PAYROLL MOVED TO HR (001-1700)	3,003-
						OT FOR PAYROLL	383-
							62,419
001-1600-513.22-00	RETIREMENT CONTRIBUTIONS	74,810	86,727	97,358	99,794	80,029	97,540
	LEVEL 6					TEXT AMT	
						CURRENT STAFF	100,683

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FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	WAGE INCREASE **FINANCE DIRECTOR AND COMPLIANCE MGR SPLIT FUNDED 70%FIN/30%PU ***						1,960
	ACCOUNTANT I - PAYROLL MOVED TO HR (001-1700)						5,103- 97,540
001-1600-513.23-00	HEALTH INSURANCE	65,544	79,577	113,783	118,891	69,828	113,787
	LEVEL 6 TEXT HEALTH DENTAL LIFE INCREASE ON LIFE **					TEXT AMT 112,783 6,101 2,202 45	
	ACCOUNTANT I - PAYROLL MOVED TO HR (001-1700)						7,344- 113,787
001-1600-513.24-00	WORKER'S COMPENSATION	561	645	818	842	692	797
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE **					TEXT AMT 818 17	
	ACCOUNTANT I - PAYROLL MOVED TO HR (001-1700)						38- 797
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	473	577
	LEVEL 6 TEXT CURRENT STAFF **FINANCE DIRECTOR AND COMPLIANCE MGR SPLIT FUNDED 70%FIN/30%PU ***					TEXT AMT 614	
	ACCOUNTANT I - PAYROLL MOVED TO HR (001-1700)						37- 577
* PERSONNEL SERVICES		828,730	972,127	1,101,636	1,077,084	895,255	1,090,943
001-1600-513.31-13	OTHER PROF. SERVICES	10,919	0	0	10,000	10,000	0
001-1600-513.31-16	AUDIT FEE	23,830	24,200	24,200	24,200	24,200	27,140
	LEVEL 6 TEXT UPDATE WITH FY 18 CONTRACT RENEWAL (CLB 6/4/18) *44% OF ANNUAL AUDIT FEE OF \$56,000 -----					TEXT AMT 24,640	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
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 6 TEXT					TEXT AMT	
							750
							750
001-1600-513.34-15	TEMP HELP SERVICE FEE	2,980	4,678	0	41,000	7,677	0
001-1600-513.40-00	TRAVEL PER DIEM	1,065	2,948	2,000	3,712	726	4,500
	LEVEL 6 TEXT					TEXT AMT	
							3,000
							1,500
							4,500
001-1600-513.40-10	EMPLOYEE TRAINING	1,430	2,735	5,000	10,288	3,532	5,000
	LEVEL 6 TEXT					TEXT AMT	
							5,000
							5,000
001-1600-513.41-00	COMMUNICATION SERVICES	1,582	1,089	2,520	2,520	1,052	2,016
	LEVEL 6 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 6 TEXT					TEXT AMT	
							2,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
							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	3,255	4,000
	LEVEL 6 TEXT						
	BUDGET BOOK						1,200
	CAFR						1,000
	BLANK CHECK STOCK						1,500
	BUSINESS CARDS, MISC ITEMS						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 6 TEXT						
	3 SINGLE USER MONARCH LICENSES @ \$1,700/EA						5,100
	SMARTPROCURE PURCHASING SOFTWARE						2,000
	(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 6 TEXT						
	MISC OFFICE FURNITURE AS NEEDED FOR STAFF						1,000
							1,000
001-1600-513.49-16	COMPUTER HARDWARE	1,594	1,434	2,000	2,000	2,361	0
	LEVEL 6 TEXT						
	NEW: SURFACE PRO (1)						2,000

	8/28/18 CM CHANGES REMOVE ITEM						2,000-
001-1600-513.49-19	LICENSES, TAXES & FEES	0	0	100	120	145	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	52,628	67,963
	LEVEL 6 TEXT						
	UPDATED FOR FY19						72,763

	UPDATED 8/23/18 TO REMOVE REPAIR TO WALL						4,800-
							67,963
001-1600-513.51-00	OFFICE SUPPLIES	14,106	12,908	8,000	7,389	3,679	8,000
	LEVEL 6 TEXT						

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
6	MISCELLANEOUS SUPPLIES AS NEEDED FOR 19 STAFF POSITIONS						8,000 8,000
001-1600-513.52-00	OTHER OPERATING SUPPLIES	2,036	4,230	4,000	4,000	3,613	4,000
LEVEL 6	TEXT MISC ITEMS FOR DEPARTMENT STAFF OF 19					TEXT AMT	4,000 4,000
001-1600-513.52-15	POSTAL SERVICE	4,307	3,546	4,500	4,500	2,973	4,000
001-1600-513.54-00	DUES & MEMBERSHIPS	2,869	2,444	3,313	3,313	4,717	3,550
LEVEL 6	TEXT FGFOA - \$35/PER PERSON TIMES 9 NIGP - \$190 BASE PLUS \$166 (2-10 PERSON MEMBSHP) FAPPO - \$50/PER PERSON TIMES 3 FICPA - \$220/PER PERSON APA- \$254/PER PERSON TIMES 1 GFOA ANNUAL MEMBERSHIP GFOA CAFR AND BUDGET AWARD PROGRAM DUES VFFGFOA - \$15/PER PERSON TIMES 9 APTUSC - \$300 - 2 MEMBERSHIPS					TEXT AMT	315 356 150 220 254 595 1,225 135 300 3,550
001-1600-513.54-01	BOOKS & SUBSCRIPTIONS	445	330	250	250	1,064	250
LEVEL 6	TEXT GAAFR UPDATES					TEXT AMT	250 250
*	OPERATING EXPENSE	139,895	144,399	128,036	187,012	126,249	141,419
**	FINANCE	968,625	1,116,526	1,229,672	1,264,096	1,021,504	1,232,362
***	FINANCE	968,625	1,116,526	1,229,672	1,264,096	1,021,504	1,232,362

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
HUMAN RESOURCES HUMAN RESOURCES							
001-1700-513.12-00	SALARIES AND WAGES	148,377	164,812	207,928	200,180	179,079	253,231
	LEVEL 6 TEXT CURRENT STAFF WAGE INCREASE **					TEXT AMT 207,747 6,234	
	ACCOUNTANT I-PAYROLL MOVED FROM FINANCE (001-1600)					39,250 253,231	
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	5,600
	LEVEL 6 TEXT TO HANDLE HIGH WORKLOAD VOLUMES AT VARIOUS POINTS THROUGHOUT THE YEAR-FY END,CY END,OPEN ENROLLMENT *****					TEXT AMT 600	
	ACCOUNTANT I - PAYROLL MOVED FR FINANCE (001-1600) EST OT IN FY18					5,000 5,600	
001-1700-513.15-10	CERTIFICATIONS/LICENSES	0	0	1,850	1,850	797	1,900
	LEVEL 6 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	12,370	19,805
	LEVEL 6 TEXT CURRENT STAFF WAGE INCREASE ***					TEXT AMT 15,940 478	
	ACCOUNTANT I-PAYROLL MOVED FROM FINANCE (001-1600) OT INCREASE TO FICA					3,003 384 19,805	
001-1700-513.22-00	RETIREMENT CONTRIBUTIONS	20,089	21,647	27,885	27,705	24,872	37,675
	LEVEL 6 TEXT CURRENT STAFF WAGE INCREASE **					TEXT AMT 31,623 949	
	ACCOUNTANT I-PAYROLL MOVED FROM FINANCE (001-1600)					5,103	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
							37,675
001-1700-513.23-00	HEALTH INSURANCE	12,272	12,532	29,620	29,616	20,255	36,984
	LEVEL 6					TEXT AMT	
							27,508
							1,488
							624
							20
							6,877
							372
							95
							36,984
001-1700-513.24-00	WORKER'S COMPENSATION	132	136	209	207	186	251
	LEVEL 6					TEXT AMT	
							207
							6
							38
							251
001-1700-513.25-00	UNEMPLOYMENT COMP	259	0	0	0	0	0
001-1700-513.26-00	EAP BENEFIT	103	105	150	150	126	187
	LEVEL 6					TEXT AMT	
							150
							37
							187
* PERSONNEL SERVICES		194,199	211,545	284,196	276,128	238,288	355,633
001-1700-513.31-13	OTHER PROF. SERVICES	43,072	37,431	36,100	29,347	21,698	35,865
	LEVEL 6					TEXT AMT	
							3,960
							1,275
							4,200
							1,750
							10,500
							3,750
							1,375
							9,055

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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 PROPOSED3
	FOR PD&FD, FITNESS FOR DUTY, GRIEF COUNSELING, ETC.						
							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 6	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	9,500	4,336	2,500
LEVEL 6	TEXT HR STAFF PROFESSIONAL DEVELOPMENT					TEXT AMT 2,500 2,500	
001-1700-513.40-16	CITYWIDE TRAINING	0	0	14,000	14,700	10,994	14,000
LEVEL 6	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	712	720
LEVEL 6	TEXT DEP'T DIRECTOR CELL PHONE					TEXT AMT 720 720	
001-1700-513.44-10	EQUIP/OTHER RENTAL/LEASE	721	864	865	865	865	865
LEVEL 6	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 6	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	131	1,500

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	LEVEL 6 TEXT					TEXT AMT	
							1,500
							1,500
001-1700-513.49-02	COMPUTER SOFTWARE	0	0	15,815	29,415	15,565	10,065
	LEVEL 6 TEXT					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 6 TEXT					TEXT AMT	
							706
							1,103
							1,396
							2,076
							760
							2,274
							1,000
							1,000
							10,315
001-1700-513.49-14	FURN. & FIXTURES NON-CAP	0	5,967	0	807	0	0
001-1700-513.49-19	LICENSES, TAXES & FEES	83	276	0	325	291	0
001-1700-513.49-66	TFR TO 506 BLDG MAINT FD	51,727	58,622	45,872	45,872	38,227	51,076
	LEVEL 6 TEXT					TEXT AMT	
							51,076
							51,076
001-1700-513.51-00	OFFICE SUPPLIES	3,006	3,045	3,000	3,000	1,811	3,000
	LEVEL 6 TEXT					TEXT AMT	
							3,000
							3,000
001-1700-513.52-00	OTHER OPERATING SUPPLIES	2,334	919	2,500	2,174	652	2,500
	LEVEL 6 TEXT					TEXT AMT	
							2,500
							2,500

*	OPERATING EXPENSE	144,086	143,104	136,822	157,765	110,572	138,402
**	HUMAN RESOURCES	338,285	354,649	421,018	433,893	348,860	494,035
***	HUMAN RESOURCES	338,285	354,649	421,018	433,893	348,860	494,035

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
COMMUNITY DEVELOPMENT PLANNING & DEV DIVISION							
001-1900-515.12-00	SALARIES AND WAGES	300,345	335,932	392,505	386,562	236,547	384,984
	LEVEL 6 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	2,123	0
	LEVEL 6 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	70	1,225
	LEVEL 6 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	17,429	29,455
	LEVEL 6 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	26,280	40,637
	LEVEL 6 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	24,039	49,663
	LEVEL 6 TEXT HEALTH DENTAL LIFE INCREASE ON LIFE					TEXT AMT 46,133 2,495 1,015 20 49,663	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
	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	3,993	10,000
	LEVEL 6 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	1,194	2,272
	LEVEL 6 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	1,072	0
	LEVEL 6 TEXT CLICK2GOV PLANNING & ENGINEERING AND CLICK2GOV BUSINESS LICENSES MODULES GOAL 6; OBJECTIVE 2 *** FY18 FINAL YEAR					TEXT AMT 1,286	
						1,286-	
001-1900-515.46-11	REGULAR MAINT/INSP EQUIP	2,122	2,124	2,100	2,370	2,193	3,000
	LEVEL 6 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	23	23	0

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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 PROPOSED3
001-1900-515.46-36	SOFTWARE MAINTENANCE	0	0	0	0	0	500
	LEVEL 6 TEXT					TEXT AMT	
	COVER MAINTENANCE COST OF THE GIS LICENSE						500
	GOAL 6; OBJECTIVE 2						500
001-1900-515.47-00	PRINTING & BINDING	60	576	500	500	497	500
	LEVEL 6 TEXT					TEXT AMT	
	ZONING CHANGE SIGNS, BUSINESS CARDS, PLANS AND						500
	MAPS THAT ARE SENT OUT DUE TO SIZE OR COPIER						
	MAINTENANCE, BROCHURES, AND MISC. PUBLIC EDUCATION						
	MATERIALS.						
	GOAL 4; OBJECTIVE 2						500
001-1900-515.49-01	ADVERTISING	403	0	200	633	583	200
	LEVEL 6 TEXT					TEXT AMT	
	COSTS INCURRED FOR ADVERTISING OPEN STAFF						200
	POSITIONS ON TRADE ORGANIZATION SITES						
	(APA, FAPA, ETC.)						
	GOAL 6; OBJECTIVE 1						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	28,983	30,563
	LEVEL 6 TEXT					TEXT AMT	
	UPDATED FOR FY19						30,563
							30,563
001-1900-515.51-00	OFFICE SUPPLIES	3,488	2,455	2,250	2,250	1,909	2,750
	LEVEL 6 TEXT					TEXT AMT	
	STANDARD OFFICE SUPPLIES AND OTHER GRAPHICS						2,750
	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						2,750
001-1900-515.52-00	OTHER OPERATING SUPPLIES	824	75	1,000	977	192	1,000
	LEVEL 6 TEXT					TEXT AMT	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
6	*POSTS AND PROTECTIVE SHEETING USED FOR PUBLIC HEARING SIGNS, VARIANCES, REZONINGS, PUDS, PCDS AND ZONING AMENDMENTS. *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
							1,000
001-1900-515.52-10	GAS, DIESEL, OIL, & GREASE	0	0	225	225	0	250
LEVEL 6	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	3,480	707	2,000
LEVEL 6	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	3,715	2,184	4,500
LEVEL 6	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					TEXT AMT	4,500

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	PLANNER WILL BE ADDED. GOAL 6; OBJECTIVE 4						4,500
001-1900-515.54-01	BOOKS & SUBSCRIPTIONS	764	349	750	735	675	750
	LEVEL 6 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
* OPERATING EXPENSE		55,323	50,973	90,090	99,698	64,900	105,285
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	373,605	614,799

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
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 6	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 6	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	6,244	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	1,622	0
001-1902-515.46-11	REGULAR MAINT/INSP EQUIP	2,122	2,855	3,650	1,641	3,560	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	29,208	0
001-1902-515.51-00	OFFICE SUPPLIES	2,341	2,193	2,000	1,275	1,275	0

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
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	1,368	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	86,274	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	259,135	0

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
ENGINEERING DIVISION 001-1903-515.12-00	SALARIES AND WAGES	365,492	345,767	375,137	310,467	247,013	342,516
	LEVEL 6	TEXT				TEXT AMT	
		CURRENT STAFF (INC. ACCRUAL PAYOUT EST.)				337,460	
		WAGE INCREASE				5,056	
						342,516	
001-1903-515.14-00	OVERTIME	0	7,015	6,500	6,500	2,016	6,500
	LEVEL 6	TEXT				TEXT AMT	
		AVERAGE OF 6.5 HRS/WK FOR CONSTRUCTION INSPECTOR @ \$19/HR. (52 X 6.5 = 338 HRS)				6,500	
		CONSTRUCTION INSPECTION IS ANTICIPATED TO CONTINUE AT FY18 LEVELS WITH APPROX. 4 SUBDIVISIONS & 16 ACTIVE SITES TO VISIT EACH DAY. DUE TO A CAP ON ON COMP TIME WE EXPECT TO INCUR APPROXIMATELY 6.5 HOURS PER WEEK OVERTIME FOR CONSTRUCTION INSPECTION TO MAINTAIN CURRENT PERFORMANCE.					
		GOAL 3 OBJECTIVES 2,3,4					6,500
001-1903-515.15-10	CERTIFICATIONS/LICENSES	0	198	550	550	490	550
	LEVEL 6	TEXT				TEXT AMT	
		PROFESSIONAL LICENSE CERTIFICATIONS FOR 2 ENGINEERS AND DEPARTMENT MANAGER.					
		PE RENEWALS @ \$100EA IN ODD YEARS.					200
		LANDSCAPE ARCHITECTURE RENEWAL @ 350 IN ODD YEARS.					350
							550
001-1903-515.21-00	FICA TAXES	25,586	25,691	29,198	28,452	18,184	26,704
	LEVEL 6	TEXT				TEXT AMT	
		CURRENT STAFF (INC. ACCRUAL PAYOUT EST.)				26,316	
		WAGE INCREASE				388	
						26,704	
001-1903-515.22-00	RETIREMENT CONTRIBUTIONS	38,055	40,992	49,059	47,779	26,438	39,032
	LEVEL 6	TEXT				TEXT AMT	
		CURRENT STAFF				38,378	
		WAGE INCREASE				654	
						39,032	
001-1903-515.23-00	HEALTH INSURANCE	35,150	35,447	38,455	38,869	20,784	38,987
	LEVEL	TEXT				TEXT AMT	

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BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
001-1903-515.34-14	CONTRACT SERVICES OTHER	0	0	4,500	4,500	4,500	10,000
	LEVEL 6 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	2,590	3,175
	LEVEL 6 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	1,125	1,524
	LEVEL 6 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	8,285	9,942
	LEVEL 6 TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 9,942 9,942	9,942
001-1903-515.45-19	VEHICLE INSURANCE	373	773	865	865	721	1,143
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 1,143	1,143

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
							1,143
001-1903-515.46-11	REGULAR MAINT/INSP EQUIP	2,122	2,124	2,100	2,370	2,193	3,000
	LEVEL 6 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	1,291	1,000
	LEVEL 6 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 6 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 6 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

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
		LEVEL 6	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	20,270	23,329
		LEVEL 6	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	1,830	2,100
		LEVEL 6	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 6	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	2,346	1,500
		LEVEL 6	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 6	TEXT UNIFORMS FOR CONSTRUCTION INSPECTOR: SHIRTS, PANTS AND JACKET.			TEXT AMT 300 300	
001-1903-515.52-15	POSTAL SERVICE	75	160	325	1,805	35	325
		LEVEL 6	TEXT OCCASIONAL OFFICE MAILINGS, REQUIRED MAILINGS FOR CRS REPETITIVE LOSS AREA NOTIFICATIONS AND PUBLIC OUTREACH.			TEXT AMT 325	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
							325
001-1903-515.54-00	DUES & MEMBERSHIPS	570	150	1,125	725	0	625
	LEVEL 6 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 6 TEXT CODE BOOKS, MANUALS AND OTHER PUBLICATIONS.					TEXT AMT	200 200
*	OPERATING EXPENSE	46,023	95,483	105,201	176,702	156,770	126,858
**	ENGINEERING DIVISION	513,361	553,764	608,559	613,681	474,005	585,114
***	COMMUNITY DEVELOPMENT	1,388,548	1,477,660	1,701,437	1,475,648	1,106,745	1,199,913

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 12/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
001-3100-522.12-00	FIRE SERVICES FIRE SERVICES SALARIES & WAGES	3,369,195	3,258,202	3,421,085	3,428,904	3,031,731	3,718,018
	LEVEL TEXT TEXT AMT						
	6 CURRENT STAFF (REG. SALARIES, SPECIALTY PAY, LEAVE BUY BACK, HOLIDAY PAY, ETC.)					3,475,641	
	WAGE INCREASE					92,331	

	NEW: (4) FIREFIGHTERS (SALARY AND SPECIALTY PAY)					172,432	

	8/27/18 CHANGES TO A LA CARTE:						
	(1) FIREFIGHTER (SALARY & SPECIALTY PAY)OCT-NO CHG					22,386-	
	(3) FIREFIGHTERS (SALARY & SPECIALTY PAY) DEC 2018					3,718,018	
001-3100-522.14-00	OVERTIME	224,117	206,223	220,000	220,000	205,968	288,900
	LEVEL TEXT TEXT AMT						
	6 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	

	NEW: ADDITIONAL OT FOR TRANSPORT-EST \$82,000 NEED TO COVER FICA & WC TO TOTAL \$82,000					74,600	

	8/27/18 CHANGES TO A LA CARTE ITEMS:						
	REDUCE ADDL OT FOR TRANSPORT EST \$61,500					18,700-	
	NEED TO COVER FICA & WKS COMP TO TOTAL \$61,500					288,900	
001-3100-522.15-10	CERTIFICATION/LICENSES	1,050	2,895	2,960	2,960	0	2,960
	LEVEL TEXT TEXT AMT						
	6 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	235,993	306,565
	LEVEL TEXT TEXT AMT						

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 12/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
	6						283,740
	CURRENT STAFF						7,069
	WAGE INCREASE						***
	NEW: (4) FIREFIGHTERS						13,192
	ADDITIONAL OT FOR TRANSPORT						5,707

	8/27/18 UPDATE A LA CARTE ITEMS						
	(3)OF(4)NEW FIREFIGHTERS TO START DECEMBER 2018						1,713-

	ADDITIONAL OT FOR TRANSPORT REDUCED						1,430-
							306,565
001-3100-522.22-00	RETIREMENT CONTRIBUTIONS	2,849,858	2,476,417	2,619,896	2,669,270	2,344,566	2,541,800
	LEVEL 6						
	TEXT						TEXT AMT
	CURRENT STAFF						2,369,956
	WAGE INCREASE						67,222

	2 EMPLOYEES ENTER DROP						

	NEW: (4) FIREFIGHTERS						120,267

	8/27/18 UPDATE A LA CARTE ITEMS						
	(3)OF(4)NEW FIREFIGHTERS TO START DECEMBER 2018						15,645-
							2,541,800
001-3100-522.22-10	STATE INS PREMIUM TAX	0	351,038	0	388,246	0	388,247
	LEVEL 6						
	TEXT						TEXT AMT
	OFFSET WITH REVENUE (001-0000-312.51-00)						351,038

	UPDATED BASED ON FY18 ACTUAL RECEIVED 8/10/18						351,038-
	TP						388,247
							388,247
001-3100-522.23-00	HEALTH INSURANCE	359,740	401,163	440,895	440,926	384,559	461,648
	LEVEL 6						
	TEXT						TEXT AMT
	HEALTH						412,620
	DENTAL						22,320
	LIFE						7,717
	INCREASE ON LIFE						221

	NEW: (4) FIREFIGHTERS						
	HEALTH						27,508
	DENTAL						1,488
	LIFE						356

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ACCOUNTING PERIOD 12/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	8/27/18 UPDATE A LA CARTE ITEMS (3)OF(4)NEW FIREFIGHTERS TO START DECEMBER 2018 HEALTH DENTAL LIFE *** 8/28/18 CM CHANGES-REDUCE HEALTH INS FOR CHIEF OPTED OUT OF BENEFIT						3,438- 186- 81- 6,877- 461,648
001-3100-522.24-00	WORKER'S COMPENSATION	56,441	63,448	75,764	76,226	72,787	82,384
	LEVEL 6 TEXT CURRENT STAFF WAGE INCREASE *** NEW: (4) FIREFIGHTERS ADDITIONAL OT FOR TRANSPORT *** 8/27/18 UPDATE A LA CARTE ITEMS (3)OF(4)NEW FIREFIGHTERS TO START DECEMBER 2018 *** ADDITIONAL OT FOR TRANSPORT REDUCED					TEXT AMT 75,828 1,871 3,924 1,697 510- 426- 82,384	
001-3100-522.25-00	UNEMPLOYMENT COMP	0	0	0	0	459	0
001-3100-522.26-00	EAP BENEFIT	2,075	1,931	2,237	2,237	1,869	2,396
	LEVEL 6 TEXT CURRENT STAFF *** NEW: (4) FIREFIGHTERS					TEXT AMT 2,246 150 2,396	
* PERSONNEL SERVICES		7,124,185	7,014,773	7,061,414	7,508,860	6,277,932	7,792,918
001-3100-522.31-13	OTHER PROF. SERVICES	11,000	11,000	0	0	0	11,500
	LEVEL 6 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 6 TEXT DRY CLEANING OF UNIFORMS ALTERATIONS PATCHES, HEMMING, ETC.					TEXT AMT 1,100	

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FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 12/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
							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	6,400	5,690	5,000
	LEVEL TEXT TEXT AMT						
	6 FLORIDA FIRE CHIEFS ANNUAL CONFERENCE						2,600
	GOVERNOR'S HURRICANE CONFERENCE						1,000
	NATIONAL FIRE ACADEMY						1,400
							5,000
001-3100-522.40-10	EMPLOYEE TRAINING	11,202	38,990	29,495	41,142	24,284	21,000
	LEVEL TEXT TEXT AMT						
	6 *STAFF DEVELOPMENT TRAINING						9,000
	*LEADERSHIP, CORE COMPENTENCIES, MANAGEMENT, FLSC						5,000
	ONLINE EDUCATIONAL COURSES						
	(JOB RELATED COURSES THAT ARE NON DEGREE						
	RELATED THAT ARE APPROVED BY FIRE CHIEF AND						
	ARE PAID FROM DEPT. FUNDS PER CBA ARTICLE 31.7)						
	*CONTINUED TECHNICAL RESCUE TRAINING FOR A						7,000
	TECHNICAL RESCUE TEAM TO SUPPORT ACTIVITIES						
	FOR PUBLIC UTILITIES AND PUBLIC WORKS.						
							21,000
001-3100-522.41-00	COMMUNICATION SERVICES	25,105	20,107	19,850	18,350	14,092	21,150
	LEVEL TEXT TEXT AMT						
	6 SATELLITE PHONE						650
	STATE OF FLORIDA (MAINTAIN 1 PHONE LINE)						300
	SPECTRUM - CABLE LOGISTICS (MV HERE FROM 46-18)						1,500
	EJ WARD						1,000
	AT&T (AVG \$1,200/MONTH X 12 = \$14,400)						14,400
	FAX LINE IN THE EOC						300
	CELL PHONE REPLACEMENT AND SUPPLIES						3,000
							21,150
001-3100-522.44-13	FLEET FINANCING	359,957	426,412	470,162	465,807	426,990	554,728
	LEVEL TEXT TEXT AMT						
	6 FLEET FINANCE AS OF 06-18-18 NT						548,936
	INCREASE FOR AERIAL QUINT - ADD'L 75K						2,896
	INCREASE FOR EMERGENCY TRANSPORT VEHICLE-ADD'L 75K						2,896
							554,728
001-3100-522.45-19	VEHICLE INSURANCE	15,954	7,734	8,653	8,653	7,932	11,430
	LEVEL TEXT TEXT AMT						

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 12/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	6 UPDATED FOR FY19						11,430 11,430
001-3100-522.46-10	GENERAL EQUIP MAINT	3,266	7,459	13,000	13,400	3,261	13,000
	LEVEL 6 TEXT					TEXT	AMT
	MOBILE/BASE/PORTABLE RADIO REPAIRS (NON WARRANTY)						5,000
	*INCLUDES BATTERIES, LAPEL MICS, AND HOLDERS						
	FIRE EQUIPMENT REPAIRS						2,500
	FIRE EXTINGUISHER RECHARGE/REPAIR APPARATUS						1,500
	REPAIRS FOR BUNKER GEAR AND STRAPS						2,000
	APPARATUS GENERATORS (PORTABLE) REPAIRS						1,500
	MISC REPAIRS						500
							13,000
001-3100-522.46-11	REGULAR MAINT/INSP EQUIP	25,792	18,672	38,950	39,110	20,567	37,800
	LEVEL 6 TEXT					TEXT	AMT
	LIFE PAK ANNUAL MAINT.CONTRACT						14,800
	LADDER TESTING ANNUAL (REQ. BY NFPA 1932)						3,200
	CASCADE SYSTEM CONTRACT (FILL SCBA BOTTLES)						4,150
	FITNESS EQUIPMENT MAINTENANCE CONTRACT						3,200
	AMKUS/TNT TOOL MAINTENANCE						6,000
	ANNUAL SCBA FACE MASK/REGULATOR FLOW TESTING						2,500
	SCBA PARTS AND REPAIRS						2,500
	HYDROSTATIC TESTING OF AIR PACKS & O2 BOTTLES						500
	PUMP TESTING						2,100
	**FIT TEST MACHINE CALIBRATION						850

	8/27/18 CM CHANGES LIFE PAK MAINT CONTRACT						2,000-
	PER DEPT AN IN-HOUSE AUDIT-CONTRACT CAN BE REDUCED						
							37,800
001-3100-522.46-12	VEH MAINT/REPAIR	175,231	173,276	170,000	170,000	161,003	170,000
001-3100-522.46-16	BUILDING MAINT	6,605	2,882	3,000	3,585	150	3,000
	LEVEL 6 TEXT					TEXT	AMT
	CARPET & TILE CLEANING AT ALL 5 FIRE STATIONS						3,000
							3,000
001-3100-522.46-18	CONT MAINT/COMM. EQUIP	11,037	9,888	12,000	10,200	8,693	10,500
	LEVEL 6 TEXT					TEXT	AMT
	HARRIS CONTRACT FOR RADIOS						10,500

							10,500

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BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 12/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
001-3100-522.49-20	EQUIP & OTHER NON-CAPITAL	6 3,821	6,579	17,025	4,322	3,919	3,500
	ALS LICENSE RENEWAL EVERY 2 YEARS						
	LEVEL TEXT					TEXT AMT	
	6 NEW RADIO FOR NEW BRUSH 74					3,500	3,500
						3,500	
001-3100-522.49-66	TFR TO 506 BLDG MAINT FD	245,512	380,421	460,671	460,671	422,282	445,666
	LEVEL TEXT					TEXT AMT	
	6 UPDATED FOR FY19					485,691	

	UPDATED 8/9/18 REDUCTION OF FIRE ST RENOV 72 & 75					40,025-	445,666
						445,666	
001-3100-522.51-00	OFFICE SUPPLIES	3,851	4,892	5,000	5,000	1,796	5,000
	LEVEL TEXT					TEXT AMT	
	6 PAPER SUPPLIES					500	
	WRITING SUPPLIES					150	
	COMPUTER/PRINTER REPLACEMENT REPAIR					1,000	
	OFFICE MACHINE REPLACEMENT (CALCULATOR, LAMINATOR)					450	
	CALENDARS & JOURNAL TYPE LOG BOOKS					900	
	PRINTER CARTRIDGES					2,000	
						5,000	
001-3100-522.52-00	OPERATING SUPPLIES	42,606	35,455	36,300	39,250	18,367	36,300
	LEVEL TEXT					TEXT AMT	
	6 BATTERIES					3,000	
	SHOVELS/BROOMS/AXES/SMALL TOOL REPLACEMENT					2,800	
	FIREFIGHTING FOAM					4,800	
	STORAGE SHELVES/CONTAINERS/COMPARTMENT MATTING					2,000	
	STATION & FACILITY EQUIP (VACUUMS, LOCKS, FANS					2,700	
	BLOWERS, WINDOW COVERINGS, BUCKETS, RAGS ETC)						
	APPARATUS EQUIP (LIGHTING, SAWS, BLADES, AXES,					2,000	
	EXTINGUISHERS, RADIO ACCESSORIES, WRENCHES, ETC)						
	FOOD PREP, CONSUMPTION AND SERVING EQUIPMENT					1,450	
	MSA REPLACEMENT MASKS/PARTS					1,000	
	HOSE: 1000' 5"; 1000' 2-1/2"; 1000' 1-3/4"					6,000	
	COFFEE AND COFFEE SUPPLIES					2,500	
	POWER TOOL REPLACEMENT					4,000	
	REPLACE ROPE					1,500	
	SCENE LIGHTS 2 @ 625					1,250	
	MISC SUPPLIES					1,300	
						36,300	
001-3100-522.52-10	GAS,DIESEL,OIL,& GREASE	36,191	43,454	45,000	45,000	46,558	59,250

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 12/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	LEVEL TEXT TEXT AMT						
	6						
	EST UNLEADED FUEL - 4,500 GALS @ \$2.50 PER GAL						11,250
	EST DIESEL FUEL - 10,000 GALS @ \$3.00 PER GAL						30,000
	EST DIESEL-GENERATORS - 6,000 GAL @ \$3.00 PER GAL						18,000
	UPDATED \$/GAL 6/28/18 TP						
							59,250
001-3100-522.52-11	JANITORIAL SUPPLIES	7,481	7,395	7,600	8,600	8,009	9,250
	LEVEL TEXT TEXT AMT						
	6						
	PAPER PRODUCTS (TOWELS, TOILET PAPER, ETC)						3,000
	CLEANING SUPPLIES FOR STATION & APPARATUS						3,500
	DRY-SORB FOR OIL SPILLS						1,000
	MOPS/BUCKETS/BRUSHES/COOLER/BROOMS/						1,250
	MISC SUPPLIES						500
							9,250
001-3100-522.52-12	UNIFORMS	69,681	51,551	63,625	73,405	58,395	89,582
	LEVEL TEXT TEXT AMT						
	6						
	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						23,250
	(1851 PLACES A 10 YEAR EXPIRATION DATE ON BUNKER						
	GEAR & WE HAVE A CONTINOUS 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.)						
	BRUSHFIRE BOOTS						
	SURVIVOR FLASH LIGHTS						
	DRESS SHOES FOR EVENTS WHERE CLASS A/B IS WORN						2,500
	MISC GEAR						1,000

	NEW: GEAR AND EQUIPMENT- (4) FIREFIGHTERS @ \$3K EA						12,000
	8/27/18 UPDATE GEAR & EQUIPMENT COST FOR (4) FF						
	BUNKER GEAR \$2,325 EA X 4						
	HELMET \$300 X 4						
	BOOTS \$300 X 4						

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 12/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	HOOD \$77 X 4 GLOVES \$56 X 4 **ORIGINALLY \$3,000 EA - CHANGE TO \$3,058 EA						232 89,582
001-3100-522.52-15	POSTAL SERVICE	404	3,921	500	500	121	500
	LEVEL 6 TEXT BASED ON CURRENT USAGE MAILING OF HAZARDOUS USE PERMITS DEPARTMENT ITEMS SENT FOR REPAIR CERTIFIED MAIL ITEMS					TEXT AMT	500 500
001-3100-522.52-16	MEDICAL & LAB SUPPLIES	40,703	33,616	53,000	53,000	43,896	55,000
	LEVEL 6 TEXT VARIOUS ITEMS AS FOLLOWS: OXYGEN AIRWAY ADJUNCTS & RELATED RESPIRATORY EQUIPMENT CARDIAC MONITOR SUPPLIES BASIC LIFE SUPPORT SUPPLIES DRUGS & SOLUTIONS AED PUBLIC ACCESS DEFIBRILLATOR PROGRAM SUPPLIES EMS TRAINING EQUIPMENT AND SUPPLIES MISC. MEDICAL SUPPLIES (GLOVES, SCOPES, BACKBOARD, BANDAGING, IV, CATHETER, ETC) OTHER MISC SUPPLIES ***** DUE TO FLUID AND DRUG SHORTAGES AND CHANGES IN MED PROTOCOL, PRICES HAVE INCREASED					TEXT AMT	53,000 2,000 55,000
001-3100-522.52-17	CPR/EMS PROGRAM SUPPLIES	6,289	6,339	8,000	8,489	7,520	11,500
	LEVEL 6 TEXT CARD STOCK FOR AHA TRAINING CENTER 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 **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					TEXT AMT	6,000 2,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 12/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	MANIKIN FEEDBACK DEVICES REQUIRED BY AHA *CPR & COMPANY OFFICER PROGRAMS HAVE GENERATED \$12,460 IN REVENUE IN FY18 TO DATE						3,500
							11,500
001-3100-522.52-18	SHARPS PROGRAM SUPPLIES	813	605	880	818	715	0
001-3100-522.54-00	DUES & MEMBERSHIPS	1,144	1,261	2,065	2,065	1,174	2,065
	LEVEL TEXT TEXT AMT						
	6 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 TEXT TEXT AMT						
	6 NFPA CODES RENEWAL						1,500
	STATION LIBRARY FOR STAFF DEVELOPMENT.... THE						2,000
	DEPARTMENT IS REQUIRED PER CONTRACT TO FURNISH						
	BOOKS RELATED TO PROMOTIONAL PROCESSES						
	PURCHASE INSTRUCTOR MANUALS FOR IN-HOUSE TRAINING						1,000
	CLASSES. DRIVER ENGINEER, FIRE OFFICER, AND FIRE						
	INSPECTOR SERIES.						4,500
* OPERATING EXPENSE		1,143,689	1,341,861	1,538,462	1,576,806	1,346,518	1,642,457
001-3100-522.63-97	PROFESSIONAL SERVICES	0	0	0	22,500	22,203	6,000
	LEVEL TEXT TEXT AMT						
	6 **MOVED FROM 001-3100-522-64-00 05-11-18**						
	PORTABLE TRAINING PROPS...FORCIBLE ENTRY AND						6,000
	CONFINED SPACE PROPS FOR TRAINING						6,000
001-3100-522.64-00	MACH & EQUIPMENT	0	20,702	6,000	15,981	16,111	0
	LEVEL TEXT TEXT AMT						
	6 **PORTABLE TRAINING PROPS... FORCIBLE ENTRY AND						6,000
	CONFINED SPACE PROPS FOR TRAINING OUR PERSONNEL						

	MOVED TO 001-3100-522-63-97 05-11-18 NT						6,000-

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 12/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	***** NEW: FULLY EQUIPPED TRANSPORT APPARATUS-USED ***** MOVE TO 311-3100-522-64-00 08-29-18 NT						75,000 75,000-
* CAPITAL OUTLAY		0	20,702	6,000	38,481	38,314	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	9,130,136	7,662,764	9,441,375
*** FIRE SERVICES		8,267,874	8,377,336	8,605,876	9,130,136	7,662,764	9,441,375
**** GENERAL FUND		8,267,874	8,377,336	8,605,876	9,130,136	7,662,764	9,441,375
		8,267,874	8,377,336	8,605,876	9,130,136	7,662,764	9,441,375

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
001-3200-521.12-00	POLICE POLICE SALARIES AND WAGES	4,906,405	5,010,128	5,382,597	5,439,807	4,605,163	5,748,307
	LEVEL 6 TEXT					TEXT AMT	
						5,467,993	
	CURRENT STAFF (SPECIALTY PAY, INCENTIVE PAY, SPECIAL DUTY PAY, LEAVE BUY BACK, ETC)						
	WAGE INCREASE					127,921	
	NEW: POLICE OFFICER					37,940	

	NEW: (3) POLICE OFFICERS					113,820	
	EVIDENCE TECHNICIAN					29,346	
	CRIME ANALYST					28,197	

	REDUCTION PER CC 8/21/18						
	(1) POLICE OFFICER					37,940-	
	(2) POLICE OFFICERS-CHANGE START TO JANUARY					18,970-	
						5,748,307	
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	444,911	485,000
	LEVEL 6 TEXT					TEXT AMT	
						485,000	
	DEPARTMENT OVERTIME-						
	UNSCHEDULED OT (ERT, CID, SHIFT COVERAGE, CRITICAL INCIDENTS, LATE CALLS/ARREST, ETC.)						
	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	366,083	476,915
	LEVEL 6 TEXT					TEXT AMT	
						455,465	
	CURRENT STAFF						
	WAGE INCREASE					9,790	
	NEW: POLICE OFFICER					2,903	

	NEW: (3) POLICE OFFICERS					8,709	
	EVIDENCE TECHNICIAN					2,245	
	CRIME ANALYST					2,158	

	REDUCTION PER CC 8/22/18						
	(1) POLICE OFFICER					2,903-	
	(2) POLICE OFFICERS - JANUARY START					1,452-	
						476,915	
001-3200-521.22-00	RETIREMENT CONTRIBUTIONS	3,290,650	2,911,661	3,331,867	3,397,272	2,891,394	3,222,978

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	LEVEL 6					TEXT AMT	
						CURRENT STAFF (INCLUDING CBA WAGE AGREEMENTS)	3,097,040
						WAGE INCREASE	65,284
						NEW: POLICE OFFICER	21,960

						NEW: (3) POLICE OFFICERS	65,879
						EVIDENCE TECHNICIAN	2,935
						CRIME ANALYST	2,820

						REDUCTION PER CC 8/22/18	
						(1) POLICE OFFICER	21,960-
						(2) POLICE OFFICERS - JANUARY START	10,980-
							3,222,978
001-3200-521.22-10	STATE INS PREMIUM TAX	0	397,680	0	0	444,090	444,091
	LEVEL 6					TEXT AMT	
						OFFSET WITH REVENUE (001-0000-312.52-00)	397,680

						UPDATED BASED ON FY18 ACTUAL RECEIVED 8/10/18	397,680-
						TP	444,091
							444,091
001-3200-521.23-00	HEALTH INSURANCE	593,090	632,851	813,216	812,801	636,134	850,586
	LEVEL 6					TEXT AMT	
						HEALTH	770,225
						DENTAL	41,664
						LIFE	12,289
						INCREASE ON LIFE	295
						NEW: POLICE OFFICER	
						HEALTH	6,877
						DENTAL	372
						LIFE	92

						NEW: (3)POLICE OFFICERS,EVIDENCE TECH,CRIME ANALYST	
						HEALTH	34,385
						DENTAL	1,860
						LIFE	415

						REDUCTION PER CC 8/22/18	
						(1) POLICE OFFICER	
						HEALTH	6,877-
						DENTAL	372-
						LIFE	92-

						(2) POLICE OFFICERS - JANUARY START	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	HEALTH DENTAL LIFE *** 8/28/18 CM CHANGES-REDUCE HEALTH INS-CHIEF OPTED OUT OF CITY BENEFIT						3,438- 186- 46- 6,877- 850,586
001-3200-521.24-00	WORKER'S COMPENSATION	72,854	78,102	96,972	98,186	87,794	101,879
	LEVEL 6 TEXT CURRENT STAFF (INC: SPECIALTY PAY, HOLIDAY PAY, WAGE INCREASE NEW: POLICE OFFICER *** NEW: (3) POLICE OFFICERS EVIDENCE TECHNICIAN CRIME ANALYST *** REDUCTION PER CC 8/22/18 (1) POLICE OFFICER (2) POLICE OFFICERS - JANUARY START					TEXT AMT 97,168 2,065 659 1,977 509 490 659- 330- 101,879	
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	3,512	4,379
	LEVEL 6 TEXT CURRENT STAFF NEW: POLICE OFFICER *** NEW: (3) POLICE OFFICERS EVIDENCE TECHNICIAN CRIME ANALYST *** REDUCTION PER CC 8/22/18 (1) POLICE OFFICER					TEXT AMT 4,193 37 112 37 37 37- 4,379	
001-3200-529.12-00	SALARY AND WAGES	0	0	0	105,493	72,555	208,494
	LEVEL 6 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 203,313 5,181 208,494	
001-3200-529.14-00	OVERTIME	0	0	0	858	96	1,000
	LEVEL TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
6	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	5,271	16,030
LEVEL 6	TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 15,634 396 16,030	
001-3200-529.22-00	RETIREMENT CONTRIBUTIONS	0	0	0	12,507	11,461	41,519
LEVEL 6	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	13,128	36,731
LEVEL 6	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	682	1,824
LEVEL 6	TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 1,774 50 1,824	
001-3200-529.26-00	EAP BENEFIT	0	0	0	87	69	187
LEVEL 6	TEXT CURRENT STAFF					TEXT AMT 187 187	
* PERSONNEL SERVICES		9,724,200	10,056,991	10,562,750	10,831,058	9,582,553	11,639,920
001-3200-521.31-12	LEGAL SERVICES	1,600	642	1,000	1,000	51	1,000
LEVEL 6	TEXT COURT DOCUMENTS FOR CID/SIU INVESTIGATIONS LAWSUITS/EMPLOYEE GRIEVANCES AND APPEALS					TEXT AMT 1,000	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	FEES FOR WARRANTS, COURT ORDERS, ETC TO OBTAIN PHONE CALL SEARCHES AND RECORDS SUBPOENA MEDICAL RECORDS FOR INVESTIGATIONS DOCUMENTS FOR MOTOR VEHICLE RECORD SEARCHES						1,000
001-3200-521.31-13	OTHER PROF. SERVICES	64,861	44,004	114,415	98,515	94,520	114,415
	LEVEL 6 TEXT					TEXT AMT	
	CALEA - NAT. ACCREDITATION FEES - ANNUAL FEES					4,065	
	*FY19 IS NOT A CALEA INSPECTION YEAR. DUE FY20						
	FLORIDA ACCREDITATION POWER STANDARDS DMS PROGRAM					300	
	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 6 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 6 TEXT					TEXT AMT	
	TASER INTERNATIONAL, BODY CAMERA LICENSING,						
	EVIDENCE.COM LICENSING & DATA STORAGE					70,000	
						70,000	
001-3200-521.34-15	TEMP HELP SERVICE FEE	0	0	0	3,892	3,890	0
001-3200-521.35-00	INVESTIGATIONS	993	442	0	0	1,651	3,000
	LEVEL TEXT					TEXT AMT	

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6	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 6	TEXT TRAVEL FOR: FPCA, IACP, FDLE LAB RUNS, FBINAA, DRE, VFPCA, EVIDENCE COURIER RUNS, DRUG/GUN DESTRUCTS, CRIMINAL SUBPOENAS OUT OF COUNTY, STATE PAL, OUT OF COUNTY INTERVIEWS FOR DETECTIVES, & DEPT. TRAINING					TEXT AMT 10,000	10,000
001-3200-521.40-10	EMPLOYEE TRAINING	16,156	12,598	15,000	15,000	9,713	15,000
LEVEL 6	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	74,481	84,460
LEVEL 6	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 BRIGHTHOUSE 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 6	TEXT RENTAL OF VEHICLES FOR THE SPECIAL INVESTIGATIONS					TEXT AMT 1,500	

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	UNIT FOR COVERT UNDERCOVER OPERATIONS AS THEIR ASSIGNED VEHICLES BECOME KNOWN. THESE VEHICLES CAN BE RENTED AS NEEDED BY THE DAY, WEEK OR MONTH.						1,500
001-3200-521.44-13	FLEET FINANCING	494,043	475,954	530,654	530,654	442,212	603,219
	LEVEL 6 TEXT FLEET FINANCE AS OF 06-18-18 NT INCREASE FOR 3 A LA CARTE PD VEHICLES - \$38K/EA ***** DECREASE FOR 2 A LA CARTE PD-CC 08-22-18					TEXT AMT 595,014 12,307 4,102- 603,219	
001-3200-521.45-19	VEHICLE INSURANCE	39,492	43,312	48,457	48,457	40,381	69,149
	LEVEL 6 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	17,697	34,300
	LEVEL 6 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	252,902	290,000
	LEVEL 6 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

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	LEVEL 6 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 6 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 LAPTOP MOUNTS/CONNECTIONS/ADAPTORS, CHARGE GUARDS, AND NECESSARY RADIO REPLACEMENT PARTS (ANTENNAS, MICS, WIRING, ETC.) >FY16 DUE TO FY15 COST REPAIRS OF MOTORS HELMET HEADSETS/PTT SYSTEMS COMM. INT'L RADAR REPAIRS FOR 2 SPEED TRAILERS SEMI-ANNUAL RADAR/LASER MANDATED CALIBRATIONS TEXT AMT 40,050 2,000 2,000 10,500 54,550						
001-3200-521.46-20	MARINE UNIT MAINTENANCE	1,485	362	4,000	4,000	99	4,000
	LEVEL 6 TEXT MARINE UNIT MAINTENANCE FOR 2004 BOSTON WHALER SHARED BY POPD, SDPD, PIPD AND NSBPD TEXT AMT 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	4,838	8,000
	LEVEL 6 TEXT 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. TEXT AMT 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	4,342	4,269	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

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001-3200-521.49-20	EQUIP & OTHER NON-CAPITAL	103,786	63,935	65,975	79,363	78,271	99,775
	LEVEL 6						
	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	
	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	

	NEW: (3) OFC POS. EQUIP (EST. \$8,800 PER OFC)					26,400	
	NEW: COMPUTER FOR EVIDENCE TECHNICIAN					1,500	
	NEW: COMPUTER FOR CRIME ANALYST					1,500	

	REDUCTION PER CC MTG 8/22/18 - (1) OFFICER EQUIP					8,800-	
						99,775	
001-3200-521.49-66	TFR TO 506 BLDG MAINT FD	277,053	405,094	548,946	548,946	457,455	627,176
	LEVEL 6						
	TEXT					TEXT AMT	
	UPDATED FOR FY19					627,176	
						627,176	
001-3200-521.51-00	OFFICE SUPPLIES	31,070	26,188	30,000	30,000	17,741	29,000
	LEVEL 6						
	TEXT					TEXT AMT	
	VARIOUS DEPARTMENT OFFICE SUPPLIES: (CD'S, DVD'S,					18,500	
	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	

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	<\$1,000 TO TOP LINE						29,000
001-3200-521.52-00	OTHER OPERATING SUPPLIES	56,963	73,123	83,550	80,098	65,567	81,050
	LEVEL 6 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						500
	POLICE BICYCLE SUPPLIES (4 BICYCLES)						7,000
	ERT SUPPLIES (GAS, LESS LETHAL, SLINGS, STRAPS, TARGETS, GAS MASK FILTERS, GOGGLES)<\$500						300
	POLICE ID CARDS (POLICE/SHERIFFS PRESS)						300
	TRAFFIC SAFETY VESTS						500
	RAINGEAR						4,000
	METH LAB TASK FORCE REPLACEMENT SUPPLIES						

	8/28/18 CM CHANGES-REDUCE FOR ACCREDITATION DECALS SEE 47-00-DUPLICATE						500-
							81,050
001-3200-521.52-10	GAS,DIESEL,OIL,& GREASE	158,289	176,806	188,100	188,100	168,817	229,650
	LEVEL 6 TEXT					TEXT AMT	
							217,500
	87,000 GAL 87 OCTANE @ \$2.50 PER GAL &						9,600
	3,200 GAL DIESEL @ \$3.00 PER GAL						1,600
	93 OCTANE FUEL FOR 2 POLICE HARLEY MOTORCYCLES						950
	NATURAL GAS FOR PD GENERATORS, HOT WATER HEATERS						

	UPDATED \$/GAL 6/28/18 TP						229,650
001-3200-521.52-11	JANITORIAL SUPPLIES	5,419	7,534	7,000	7,000	5,682	7,000
	LEVEL 6 TEXT					TEXT AMT	
							7,000
	JANITORIAL SUPPLIES: MOPS, GARBAGE BAGS,MOP HEADS, TRASH BAG LINERS, FLOOR CLEANING SUPPLIES, BROOMS,						

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	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
001-3200-521.52-12	UNIFORMS	39,230	60,335	40,781	44,346	35,455	40,781
	LEVEL 6 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, DICKEYS, TRAINING INSTRUCTOR POLO'S, CPA SHIRTS, DEPARTMENT PATCHES FOR UNIFORMS: (POLICE, VIPS) INCLUDES 1 NEW OFC POSITION					40,781	
001-3200-521.52-15	POSTAL SERVICE	2,010	1,673	2,500	2,500	2,874	2,500
	LEVEL 6 TEXT					TEXT AMT	
	POST OFFICE SUPPLIES, STAMPS, ETC					1,500	
	FEDERAL EXPRESS SHIPPING/POSTAL SUPPLIES					1,000	
						2,500	
001-3200-521.52-16	MEDICAL & LAB SUPPLIES	5,614	6,558	6,850	6,850	6,991	7,850
	LEVEL 6 TEXT					TEXT AMT	
	TITER TESTING FOR EMPLOYEES					350	
	TETANUS SHOTS					675	
	VACCINATION PROGRAM					650	
	TB TESTING AND VACCINES					250	
	BIO HAZARD AND EXPOSURE SUPPLIES					225	
	DRUG TESTING NOT COVERED BY RISK MANAGEMENT					200	
	RABIES VACCINATION FOR ANIMAL CONTROL OFFICERS					250	
	PPE SUPPLIES (GLOVES, SPIT SHIELDS, FIRST AID)					250	
	STERI-CYCLE BIO-HAZARD WASTE MONTHLY PICK UP					1,500	
	REPLACE 90 RPD KIT SUPPLIES (CELOX/BANDAGES)					2,500	
	DEPT BREATH TEST (\$35 PER TEST) >\$1,000					1,000	
						7,850	

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001-3200-521.52-20	MARINE UNIT SUPPLIES/FUEL	121	1,025	0	0	0	0
	LEVEL 6 TEXT MARINE UNIT MAINTENANCE AND SUPPLIES ROLL TO 46-20					TEXT AMT	
001-3200-521.54-00	DUES & MEMBERSHIP	4,833	4,849	5,460	5,460	4,915	5,460
	LEVEL 6 TEXT POWER DMS TRAINING DUES FLORIDA POLICE CHIEFS ASSOCIATION, ROCIC, FBINAA, EQUIFAX, VOLUSIA POLICE CHIEFS ASSOCIATION, FLORIDA SWAT, FLA-PAC, NOTARY PUBLIC MEMBERSHIPS, FLORIDA ANIMAL CONTROL ASSOCIATION, DATA SHARING CONSORTIUM, DRUG TRAK MEMBERSHIP, INT'L CHIEFS OF POLICE ASSOCIATION, ERT TACTICAL OFFICERS ASSOCIATION, PROPERTY & EVIDENCE ASSOCIATION, AMERICAN POLYGRAPH ASSOCIATION, LAW ENFORCEMENT EXECUTIVE DEVELOPMENT (LEEDA) 3SI GPS TRACKING SYSTEM DUES					TEXT AMT 4,360 700 400 5,460	
001-3200-521.54-01	BOOKS & SUBSCRIPTIONS	754	1,136	7,391	11,945	4,645	7,391
	LEVEL 6 TEXT ACCURINT, IPTM, DRUG BIBLES, NATIONAL NOTARY, LEXIS/NEXIS, IAPE, ETC CRIME REPORTS.COM (FOR WEBSITE) ANNUAL REPLACEMENT OF LAW MANUALS					TEXT AMT 2,550 200 4,641 7,391	
001-3200-529.34-14	CONTRACT SERVICES	0	0	0	13,342	8,970	25,000
	LEVEL 6 TEXT CONTRACTED VENDORS FOR BUT NOT LIMITED TO; NUISANCE & CODE VIOLATION ABATEMENT SERVICES FOR MOWING, DEBRIS REMOVAL, SECURING PROPERTY, DEMOLITION, ETC.					TEXT AMT 25,000 25,000	
001-3200-529.40-00	TRAVEL PER DIEM	0	0	0	792	1,375	3,300
	LEVEL 6 TEXT TRAINING TO INCLUDE BUT NOT LIMITED TO F.A.C.E, FBC, FABTO. **800 PUSHED TO BUILDING					TEXT AMT 3,300 3,300	

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001-3200-529.41-00	COMMUNICATION SERVICES	0	0	0	1,720	72	6,100
	LEVEL 6 TEXT MOBILE PHONES (5) AND AIR CARDS (5)					TEXT AMT 6,100 6,100	
001-3200-529.44-13	FLEET FINANCING	0	0	0	8,724	4,362	18,982
	LEVEL 6 TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 18,982 18,982	
001-3200-529.45-19	VEHICLE INSURANCE	0	0	0	1,081	180	2,857
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 2,857 2,857	
001-3200-529.46-11	REGULAR MAINT/INSP EQUIP	0	0	0	2,009	0	2,150
	LEVEL 6 TEXT MAINTENANCE AGREEMENTS FOR COPIER, SOUND METERS, E **\$1,500 PUSHED TO COMM. DEV.					TEXT AMT 2,150 2,150	
001-3200-529.46-12	VEH MAINT/REPAIR	0	0	0	545	8,203	4,000
	LEVEL 6 TEXT **FY 19 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 6 TEXT **FY 19 BUDGET					TEXT AMT 2,650 2,650	
001-3200-529.47-00	PRINTING & BINDING	0	0	0	0	0	500
	LEVEL 6 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 6 TEXT UPDATED FOR FY19					TEXT AMT 11,848 11,848	

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001-3200-529.51-00	OFFICE SUPPLIES	0	0	0	242	451	2,000
	LEVEL 6 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	351	500
	LEVEL 6 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	1,882	4,500
	LEVEL 6 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 6 TEXT UNIFORMS FOR STAFF OF 6 (I.E. SHIRTS, JACKETS, PANTS, ETC.)					TEXT AMT 1,000 1,000	
001-3200-529.52-15	POSTAL SERVICES	0	0	0	209	0	1,000
	LEVEL 6 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 6 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 6 TEXT PROFESSIONAL JOURNASL & MAGAZINES. TRAINING BOOKS. IPMC CODE BOOKS					TEXT AMT 350	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
							350
*	OPERATING EXPENSE	1,894,612	1,922,897	2,387,309	2,426,323	1,999,613	2,725,233
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	94,491	94,491	114,000
	LEVEL 6						
	TEXT NEW: 1 OFC VEH ***						38,000
	TEXT NEW: 3 OFC VEH @ \$38,000 EA ***						114,000
	TEXT REDUCE TO 2 OFC- CC 08-22-18						38,000-114,000
001-3200-521.64-22	GRANT CAPITAL	0	8,652	0	0	0	0
001-3200-529.64-15	COMPUTER EQUIPMENT	0	0	0	733	733	0
*	CAPITAL OUTLAY	10,756	20,522	67,000	95,224	95,224	114,000
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	13,352,605	11,677,390	14,479,153
***	POLICE	11,668,828	12,085,331	13,017,059	13,352,605	11,677,390	14,479,153

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
001-4300-541.12-00	PUBLIC WORKS PUBLIC WORKS SALARIES AND WAGES	569,474	585,933	657,739	597,429	487,205	650,093
	LEVEL 6 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	13,148	35,000
	LEVEL 6 TEXT CALL OUT FOR EMERGENCIES AND EVENT STAFFING *****					TEXT AMT 35,000 35,000	
001-4300-541.15-10	CERTIFICATION/LICENSES	0	0	0	473	473	1,000
	LEVEL 6 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	36,927	52,397
	LEVEL 6 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	71,921	116,042
	LEVEL 6 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	109,690	143,028
	LEVEL TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

		FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
ACCOUNT NUMBER	ACCOUNT DESCRIPTION						
	6 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	16,633	18,853
	LEVEL 6 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	250	0
001-4300-541.26-00	OPEB / EAP BENEFIT	608	596	734	729	573	730
	LEVEL 6 TEXT					TEXT AMT	
	CURRENT STAFF						693
	NEW: CREW CHIEF (REORG)						37
							730
* PERSONNEL SERVICES		834,602	913,136	994,234	937,141	736,820	1,017,143
001-4300-541.31-13	OTHER PROF. SERVICES	0	0	0	1,000	1,000	0
	LEVEL 6 TEXT					TEXT AMT	
	NO REQUEST FOR FY19						

001-4300-541.34-14	CONTRACT SERVICES OTHER	47,765	3,680	10,320	16,052	10,991	10,320
	LEVEL 6 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	52,000	52,876	0
001-4300-541.34-20	MOWING CONTRACT SERVICE	470,548	631,015	681,929	651,929	600,994	739,507
	LEVEL 6 TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
6	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	
	UPDATE FOR BID AWARDED 8/7/18 - FOR SEC 1 BID \$304,918-30% HERE PLUS 2% PERF BOND ***					12,422-	
	8/29/18 CM CHANGES MOWING CONTRACT SECTION 2- REDUCE DUNLAWTON					5,000- 739,507	
001-4300-541.40-00	TRAVEL PER DIEM	0	1,561	2,500	2,500	0	500
LEVEL 6	TEXT LODGING, MEALS, TRAVEL *****					TEXT AMT 500 500	
001-4300-541.40-10	EMPLOYEE TRAINING	204	1,836	2,859	2,859	1,060	3,810
LEVEL 6	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 ***** 8/29/18 CM CHANGES					TEXT AMT 735 600 175 1,000 300 MOVED TO 1510 NEW FY19 700 1,000 1,000- 3,810	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
001-4300-541.41-00	COMMUNICATION SERVICES	9,570	8,482	10,086	10,086	7,754	10,086
	LEVEL 6 TEXT					TEXT AMT	
	A.) AT&T CELL PHONE SERVICES (8 @ \$60/MTH)						5,760
	B.) ST OF FLA - FAX & LAND LINES						664
	C.) SPECTRUM						2,160
	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	612,765	695,931
	LEVEL 6 TEXT					TEXT AMT	
	STREET LIGHTS (FY18 AVERAGE=\$56,857.14)						695,931
	2.5%INCREASE, ADDITIONAL LIGHTS TO BE ADDED						695,931
001-4300-541.44-10	EQUIP/OTHER RENTAL/LEASE	0	0	2,000	15,000	9,159	2,000
	LEVEL 6 TEXT					TEXT AMT	
	MISCELLANEOUS RENTAL OF EQUIPMENT OR TRUCKS						2,000
	**AS NEEDED BASIS						2,000
001-4300-541.45-19	VEHICLE INSURANCE	6,334	6,574	8,220	8,220	6,850	12,001
	LEVEL 6 TEXT					TEXT AMT	
	UPDATED FOR FY19						12,001
001-4300-541.46-03	TRAFFIC SIGNAL MAINT	0	918	38,000	38,000	34,082	40,000
	LEVEL 6 TEXT					TEXT AMT	
	COUNTY OF VOL AGREEMENT FOR ANNUAL PREVENTATIVE						40,000
	MAINTENANCE INSPECTIONS 22 SIGNALS AND NOW						
	PAYING FOR LOCATES AS PART OF THE CURRENT REPAIRS						
	TO SCHOOL ZONE SIGNALS AND OTHER TRAFFIC						
	CONTROL DEVICES						40,000
001-4300-541.46-10	GENERAL EQUIP MAINT	5,934	1,932	5,300	5,300	298	6,100
	LEVEL 6 TEXT					TEXT AMT	
	GROUNDS:						6,100
	MAINTENANCE OF MOWERS, SAWS, HEDGERS, BLOWERS,						
	EDGER, ETC.						

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
	ROAD /SIGN SHOP: ASPHALT TAMP MACHINE, ELECTRONIC SIGNS ADMIN: COPYTRONICS MAINTENANCE AGREEMENT						6,100
001-4300-541.46-11	REGULAR MAINT/INSP EQUIP	35,497	23,295	540	640	640	0
	LEVEL 6 TEXT COPYTRONICS MAINT AGREEMENT(MOVED TO 4610)					TEXT AMT	
001-4300-541.46-12	VEH MAINT/REPAIR	69,544	72,047	70,458	70,458	59,245	70,458
	LEVEL 6 TEXT AVERAGE \$5,871.00 PER MONTH X 12 MONTHS					TEXT AMT 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 6 TEXT TO BE MODIFIED BY FINANCE					TEXT AMT 24,649 24,649	
001-4300-541.46-36	SOFTWARE MAINTENANCE	0	0	4,680	4,680	0	4,680
	LEVEL 6 TEXT LUCITY- ANNUAL SOFTWARE MAINTENANCE SPLIT FUNDED(001/410/412/506)					TEXT AMT 4,680 4,680	
001-4300-541.46-41	VEHICLE REPAIR - EXTERNAL	0	0	5,000	14,986	14,979	0
	LEVEL 6 TEXT DUMP TRUCK BODY REFURBISHMENT (FY18COST)					TEXT AMT	
001-4300-541.49-02	COMPUTER SOFTWARE	0	495	1,000	1,000	0	0
	LEVEL 6 TEXT AUTOCAD-2D CAD DRAFTING,ANNUAL SOFTWARE RENEWAL SPLIT FUNDED (412/1800) NO FUNDING REQUIREMENT FOR FY19					TEXT AMT	
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	0
	LEVEL 6 TEXT PURCHASE OF THREE (3) RUGGED LAPTOP FOR LUCITY WORK ORDERS AND ASSET MGMT SYSTEM \$1,000/EACH ***					TEXT AMT 3,000	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	8/29/18 CM CHANGES						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	6,568	4,831	7,400
LEVEL 6	TEXT PURCHASE OF SMALL EQUIPMENT-ITEMS OVER \$500 BUT UNDER \$5000 GROUNDS: REPLACEMENT POLE SAWS (3 EA @ \$600 EA) REPLACEMENT STIHL SAWS (2 EA @ \$800 EA) ROADS/SIGN SHOP: REPLACEMENT OF SIDEWALK GRINDER					TEXT AMT	
							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	52,980	55,792
LEVEL 6	TEXT UPDATED FOR FY19 *** CM CHANGES 8/29/18 REDUCE TO ONE CARPET EXTRACTOR					TEXT AMT	
							58,992
							3,200-
							55,792
001-4300-541.51-00	OFFICE SUPPLIES	3,509	2,847	1,500	4,090	2,284	1,500
LEVEL 6	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	9,793	16,000
LEVEL 6	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	1,282	4,000
LEVEL 6	TEXT PURCHASE OF MISC. IRRIGATION SUPPLIES AS NEEDED USED BY GROUNDS CREW ONLY (NEW ANNEX AND US 1 IRRIGATION)					TEXT AMT	
							4,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
							4,000
001-4300-541.52-10	GAS, DIESEL, OIL, & GREASE	26,488	30,232	40,431	40,431	26,298	35,340
	LEVEL 6 TEXT					TEXT AMT	
							12,840
							21,000
							1,500
							35,340
001-4300-541.52-12	UNIFORMS	4,365	4,407	4,752	8,337	4,311	6,072
	LEVEL 6 TEXT					TEXT AMT	
							4,752
							1,320
							6,072
001-4300-541.52-15	POSTAL SERVICE	75	20	30	510	64	100
	LEVEL 6 TEXT					TEXT AMT	
							100
							100
001-4300-541.52-17	AGRICULTURE SUPPLIES	1,780	12,779	6,000	6,000	259	8,000
	LEVEL 6 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	9,193	14,000
	LEVEL 6 TEXT					TEXT AMT	
							7,000
							2,000
							3,000
							3,000
							1,000-
							14,000
001-4300-541.54-00	DUES & MEMBERSHIPS	1,085	1,010	1,480	1,480	294	392

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
	LEVEL 6 TEXT CERTIFICATIONS FOR MOT, EROSION CONTROL, AND STORMWATER INSPECTION-NOT NEEDED IN FY19 APWA MEMBERSHIP **NOTE: TWO (2) MEMBERSHIPS AT \$196 EACH TEXT AMT						392 392
	-----	-----	-----	-----	-----	-----	-----
*	OPERATING EXPENSE	1,382,955	1,554,393	1,693,010	1,750,541	1,549,011	1,768,638
001-4300-541.64-00	MACH & EQUIPMENT	35,164	21,275	0	0	0	36,000
	LEVEL 6 TEXT TRAFFIC CONTROL MESSAGE BOARDS **NOTE:TWO (2) UNITS @ \$18,000 EACH TEXT AMT						36,000 36,000
	-----	-----	-----	-----	-----	-----	-----
*	CAPITAL OUTLAY	35,164	21,275	0	0	0	36,000
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**	PUBLIC WORKS	2,252,721	2,488,804	2,687,244	2,687,682	2,285,831	2,821,781
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***	PUBLIC WORKS	2,252,721	2,488,804	2,687,244	2,687,682	2,285,831	2,821,781

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
001-4400-572.12-00	PARKS MAINTENANCE PARKS MAINTENANCE SALARIES AND WAGES	650,929	686,937	840,402	827,117	678,894	870,410
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE *** NEW: CUSTODIAN POSITION FR PT TO FT (ADDL 12 HRS)					TEXT AMT 844,395 19,739 6,276 870,410	
001-4400-572.14-00	OVERTIME	29,490	40,179	27,295	27,295	21,013	27,295
	LEVEL 6 TEXT ORIGINAL BUDGET					TEXT AMT 27,295 27,295	
001-4400-572.15-10	CERTIFICATIONS/LICENSES	0	0	0	407	1,399	1,800
	LEVEL 6 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	48,980	68,692
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE *** NEW: CUSTODIAN POSITION FR PT TO FT					TEXT AMT 66,695 1,516 481 68,692	
001-4400-572.22-00	RETIREMENT CONTRIBUTIONS	89,075	90,968	109,908	113,409	93,442	139,045
	LEVEL 6 TEXT CURRENT STAFF WAGE INCREASE *** NEW: CUSTODIAN POSITION FR PT TO FT					TEXT AMT 133,365 3,596 2,084 139,045	
001-4400-572.23-00	HEALTH INSURANCE	111,988	120,793	174,879	174,872	139,417	186,802
	LEVEL 6 TEXT HEALTH DENTAL					TEXT AMT 168,487 9,114	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	LIFE INCREASE ON LIFE ***						1,855 46
	NEW: CUSTODIAN POSITION FR PT TO FT HEALTH LIFE DENTAL						6,877 372 51 186,802
001-4400-572.24-00	WORKER'S COMPENSATION	10,966	2,144	16,815	16,567	14,872	16,992
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE ***					TEXT AMT	16,494 371
	NEW: CUSTODIAN POSITION FR PT TO FT						127 16,992
001-4400-572.25-00	UNEMPLOYMENT COMPENSATION	0	237-	0	0	163	0
001-4400-572.26-00	EAP BENEFIT	747	720	898	898	722	973
	LEVEL 6 TEXT CURRENT STAFF ***					TEXT AMT	936
	NEW: CUSTODIAN POSITION FR PT TO FT						37 973
* PERSONNEL SERVICES		940,613	992,670	1,236,592	1,226,277	998,902	1,312,009
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	95,516	124,878
	LEVEL 6 TEXT TURF MAINT.CONTRACT (SPRAY & FERTILIZER)ATHLETIC FIELDS,DOG PARK,PARK BUILDINGS, CORACI,RIVERWALK **NEW EXTRA TREATMENTS SOUTHWINDS**					TEXT AMT	88,479 15,000
	TREE MAINT.(TRIMMING/REMOVAL						4,800
	POND FOUNTAIN MAINTENANCE						3,128
	FIRE EXTINGUISHER/INSPECT,EXT. FOR ADULT CENTER, ADULT ANNEX,LAKESIDE,GYM,PARKS BUILDING,AND 3 CONCESSION STAND BUILDINGS						2,671
	PEST & RODENT REMOVAL(PIGS,RACOONS,ETC.)						1,300
	WELDING MAINTENANCE - DOCKS,SOCCER GOALS,BLEACHERS						3,500
	STRIPPING/WAXING FLOORS @ ADULT CENTER						2,000
	ALLEN GREEN CENTER - VARIOUS SERVICES						2,000
	MOVING SERVICES TO NEW BUILDING-ONE TIME EXPENSE						2,000
	**MOVED FUNDS OF \$15,000 FROM 3414 FOR						

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
001-4400-572.44-10	EQUIP/OTHER RENTAL/LEASE	15,950	16,696	21,800	21,800	18,188	21,800
	LEVEL 6 TEXT					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	95,624	113,786
	LEVEL 6 TEXT					TEXT AMT	
							113,786
							113,786
001-4400-572.45-19	VEHICLE INSURANCE	6,706	6,961	8,220	8,220	6,850	11,430
	LEVEL 6 TEXT					TEXT AMT	
							11,430
							11,430
001-4400-572.46-10	GENERAL EQUIP MAINT	2,423	4,819	4,000	4,000	2,195	4,000
	LEVEL 6 TEXT					TEXT AMT	
							2,000
							2,000
							4,000
001-4400-572.46-12	VEH MAINT/REPAIR	47,252	60,428	55,746	55,746	52,434	55,746
	LEVEL 6 TEXT					TEXT AMT	
							55,746
							55,746
001-4400-572.46-16	BUILDING REPAIRS	83,366	86,832	116,157	137,012	125,582	106,157
	LEVEL 6 TEXT					TEXT AMT	
							14,000
							21,800
							27,000
							6,700
							6,900
							2,000
							8,557
							10,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	*ALLEN GREEN CENTER - MISC BLDG REPAIRS						5,000
	*LOCK REPAIRS TO PDL DOORS						4,200

	MOVED \$10K FOR REPLACEMENT PARK FURNITURE TO OBJECT 49-20 AND ATTACHED IT TO PROJECT QPC054 (LP 7-5-18)						
						106,157	
001-4400-572.46-17	BALLFIELD MAINT.	39,953	37,707	50,554	33,030	27,655	49,554
	LEVEL 6 TEXT					TEXT AMT	
	FIELD MARKER PAINT 460 CS @ \$39.00 = \$17,940					34,054	
	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.					8,000	
	SPORTS FIELD IRRIGATION REPAIRS & REPLACEMENTS					5,500	
	CLOCK, VALVES, SPRINKLER HEADS, LINES, ETC.						
	** 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 6 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	14,589	23,580
	LEVEL 6 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	255,019	338,132
	LEVEL TEXT					TEXT AMT	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
6	UPDATED FOR FY19						338,132 338,132
001-4400-572.52-00	OTHER OPERATING SUPPLIES	16,295	5,595	5,500	5,500	4,329	13,500
LEVEL 6	TEXT EVENT FOOD AND SUPPLIES TAPE, ZIP TIES, CAUTION TAPE, SURVEY FLAGS, ETC. *** INCREASE RIVERWALK EVENTS *** MOVED FUNDS OF \$7,500 FROM 4400-3414 FOR RIVERWALK SPLASH PAD CHEMICALS PER FINANCE					TEXT AMT 2,500 3,000 500 7,500 13,500	
001-4400-572.52-10	GAS, DIESEL, OIL, & GREASE	20,662	24,934	34,050	34,050	23,730	36,400
LEVEL 6	TEXT EST UNLEADED 7,600 @ \$2.50 PER GALLON EST DIESEL 4,000 & \$3.00 PER GALLON EST DIESEL FOR GENERATORS 1,800 @ \$3.00 PER GAL **UPDATED \$/GAL 6/28/18 TP					TEXT AMT 19,000 12,000 5,400 36,400	
001-4400-572.52-11	JANITORIAL SUPPLIES	14,613	13,311	21,500	21,500	12,986	23,000
LEVEL 6	TEXT TRASH BAGS, PAPER TOWELS, DOGGY BAGS, CLEANING SUPPLIES, VACUUM CLEANERS, ETC. *** INCREASE RIVERWALK SUPPLIES					TEXT AMT 21,500 1,500 23,000	
001-4400-572.52-12	UNIFORMS	5,243	5,858	7,050	11,340	8,464	10,735
LEVEL 6	TEXT UNIFORM PURCHASE GLOVES, SAFETY GLASSES/VESTS, RAIN GEAR, RUBBER BOOTS ***NEW ADD BOOT REIMBURSEMENT 19 EMPLOYEES X 165 PER NAGE CONTRACT					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	13,997	32,500
LEVEL 6	TEXT MULCH, PINE BARK, SOD, PLAYGROUND MULCH FERTILIZER, TOP CHOICE, WEED CHEMICALS RYE SEED *** INCREASE					TEXT AMT 12,000 14,000 4,000 2,500 32,500	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
001-4400-572.52-18	REP & MAINT SUPPLIES	56,845	50,863	35,472	49,222	38,882	42,972
	LEVEL 6 TEXT					TEXT AMT	
	LANDSCAPING TREES, SHRUBS, PLANTS					4,000	
	FENCING SUPPLIES 500FT @ \$10.00					5,400	
	PLUMBING REPAIRS TOILET , SINKS, WATER HEATERS, FAUCETS, MIRRORS, MINOR PARTS, ETC.					1,000	
	GLASS REPAIRS					2,000	
	IRRIGATION PUMP REPAIRS/REPLACEMENT					5,672	
	REPAIR SUPPLIES FOR ALL PARKS, BUILDINGS, BOARDWALKS, BOAT RAMPS, FISHING PIERS AND PLAYGROUND EQUIPMENT, HAND TOOLS, FLORESCENT BULBS, BUBBLERS, FIXTURES, SCREWS, NAILS, NUTS, BOLTS, TIES					17,400	
	*** MOVED FROM 4400-3414 RIVERWALK FUNDS OF \$7,500 FOR REPAIRS AND PARTS FOR RIVERWALK SPLASHPAD					7,500	
						42,972	
* OPERATING EXPENSE		905,051	1,054,317	1,240,416	1,280,392	918,485	1,257,911
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 6 TEXT					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	2,053,162	2,579,920

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
***	PARKS MAINTENANCE	2,031,819	2,107,169	2,514,008	2,664,836	2,053,162	2,579,920

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
001-5100-572.12-00	RECREATION RECREATION SALARIES AND WAGES	373,772	319,840	368,036	368,036	317,517	362,557
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE *** ADJUST REORG TO PAF FOR DEPUTY DIRECTOR 8/24/18					TEXT AMT 350,087 10,227 2,243 362,557	
001-5100-572.14-00	OVERTIME	3,985	9,091	3,000	3,000	2,693	3,000
	LEVEL 6 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	24,090	27,968
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE *** ADJUST REORG TO PAF FOR DEPUTY DIRECTOR 8/24/18					TEXT AMT 27,016 781 171 27,968	
001-5100-572.22-00	RETIREMENT CONTRIBUTIONS	51,489	45,645	53,859	53,859	46,051	61,512
	LEVEL 6 TEXT CURRENT STAFF WAGE INCREASE *** ADJUST REORG TO PAF FOR DEPUTY DIRECTOR 8/24/18					TEXT AMT 59,255 1,779 478 61,512	
001-5100-572.23-00	HEALTH INSURANCE	41,078	31,568	44,632	44,632	39,793	44,723
	LEVEL 6 TEXT HEALTH DENTAL LIFE INCREASE ON LIFE *** ADJUST REORG TO PAF FOR DEPUTY DIRECTOR 8/24/18- LIFE					TEXT AMT 41,262 2,232 1,189 35 5 44,723	
001-5100-572.24-00	WORKER'S COMPENSATION	2,873	884	4,658	4,658	4,051	4,725

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE *** ADJUST REORG TO PAF FOR DEPUTY DIRECTOR 8/24/18					TEXT AMT 4,574 130	
001-5100-572.26-00	EAP BENEFIT	260	186	225	225	190	225
	LEVEL 6 TEXT CURRENT STAFF					TEXT AMT 225 225	
* PERSONNEL SERVICES		501,648	431,843	502,798	502,798	434,385	504,710
001-5100-572.34-14	CONTRACT SERVICES OTHER	680	908	750	750	938	750
	LEVEL 6 TEXT COPY MACHINE SERVICE					TEXT AMT 750 750	
001-5100-572.40-00	TRAVEL PER DIEM	1,328	1,425	2,000	2,000	1,507	2,000
	LEVEL 6 TEXT TRAVEL FOR: STATE CONFERENCE - 4 EMPLOYEES AGENCY SUMMIT - 2 EMPLOYEES NATIONAL CONFERENCE - 1 EMPLOYEE					TEXT AMT 2,000	
001-5100-572.40-10	EMPLOYEE TRAINING	1,430	1,228	2,020	2,020	890	2,020
	LEVEL 6 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	12,812	15,056
	LEVEL 6 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	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
001-5100-572.46-10	GENERAL EQUIP MAINT	3,900	3,500	3,700	3,700	3,500	3,700
	LEVEL 6 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 6 TEXT PHOTO SHOP					TEXT AMT 100 100	
001-5100-572.49-14	FURN. & FIXTURES NON-CAP	0	1,603	2,000	2,000	1,762	2,000
	LEVEL 6 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	4,168	4,200
	LEVEL 6 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	2,043	3,000
	LEVEL 6 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	38	200
	LEVEL 6 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	1,165	2,160
	LEVEL 6 TEXT DUES & MEMBERSHIPS FRPA MEMBERSHIP 4 EMPLOYEES					TEXT AMT 2,160	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	NRPA MEMBERSHIP 2 EMPLOYEES						2,160
*	OPERATING EXPENSE	35,719	33,919	35,186	38,887	28,823	35,186
**	RECREATION	537,367	465,762	537,984	541,685	463,208	539,896

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
001-5101-572.48-03	FIREWORKS	19,500	19,500	30,000	30,000	10,000	20,000
	LEVEL 6 TEXT JULY 4TH FIREWORKS PROGRAM					TEXT AMT 20,000 20,000	
001-5101-572.49-01	ADVERTISING	14,797	17,393	16,547	20,729	20,003	16,547
	LEVEL 6 TEXT CITY EVENT ADVERTISING HALLOWEEN, GET FIT, CONCERTS, ARTFEST, 4TH OF JULY. CHRISTMAS PARADE, TREE LIGHTING, ETC. GRAPHIC DESIGN WORK					TEXT AMT 14,547 2,000 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	18,506	41,327
	LEVEL 6 TEXT FAMILY DAYS SUPPLIES HALLOWEEN DECORATIONS, PRIZES, GIFT BAGS, SUPPLIES GET FIT EXPO BAGS, LUNCH AND LEARN FOOD, FINALE GIVEAWAY PRIZES AND LUNCH. SPRING FAIR HAND-OUTS & SUPPLIES PARK OPENING DEDICATIONS, COMMUNITY MEETINGS EQUIPMENT & SUPPLIES SUPPLIES & DECORATIONS FOR , JAZZFEST, 4TH OF JULY, CHRISTMAS PROGRAMS, ETC. PARTICIPATION SHIRTS, GET FIT, HOLIDAY CHOIR INFLATABLES, KIDS GAMES, GIVEAWAYS, BANNERS FOR CITY EVENTS ** NEW BANNERS RIVERWALK **					TEXT AMT 200 780 3,200 150 2,197 16,800 2,500 12,500 3,000 41,327	
*	OPERATING EXPENSE	78,321	80,104	113,474	106,515	72,301	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	80,807	126,688

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
001-5106-572.12-00	SUMMER RECREATION SALARIES AND WAGES	8,607	55,952	68,172	68,172	52,723	68,172
	LEVEL 6 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	4,034	5,216
	LEVEL 6 TEXT CURRENT STAFF					TEXT AMT 5,216 5,216	
001-5106-572.24-00	WORKER'S COMPENSATION	97	97	1,307	1,307	2,024	1,283
	LEVEL 6 TEXT CURRENT STAFF					TEXT AMT 1,283 1,283	
* PERSONNEL SERVICES		9,362	60,361	74,695	74,695	58,795	74,671
001-5106-572.34-15	TEMP HELP SERVICE FEE	65,331	0	0	0	0	0
	LEVEL 6 TEXT REMEDY STAFFING - FOR PLAYGROUNDS 17 SEASONAL EMPLOYEES ** REMEDY STAFF IS NOW ON CITY PAYROLL **					TEXT AMT 62,500 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	30,000	33,000
	LEVEL 6 TEXT VOLUSIA COUNTY BUSES FOR FIELD TRIPS CAMP T-REC BUS SCHOOL RENTAL JUMPING BEANS INFLATABLES RENTAL					TEXT AMT 14,500 11,000 4,500 3,000 33,000	
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	12,721	16,500
	LEVEL 6 TEXT FIELD TRIPS FOR TEEN SITE AND ELEMENTARY SITE ENTRY FEES FOR THEME PARKS, ETC. GAMES, MEGAPHONES, ARTS & CRAFTS, ETC.					TEXT AMT 16,500	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
							16,500
001-5106-572.52-12	UNIFORMS	2,090	1,951	2,200	2,200	1,935	2,200
	LEVEL 6 TEXT STAFF & CAMPER UNIFORMS					TEXT AMT	2,200 2,200
*	OPERATING EXPENSE	123,415	55,394	51,700	58,700	44,656	51,700
**	SUMMER RECREATION	132,777	115,755	126,395	133,395	103,451	126,371

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
ADULT ACTIVITY 001-5109-572.12-00	SALARIES AND WAGES	0	37,676	43,810	41,715	31,052	42,690
	LEVEL 6	TEXT CURRENT STAFF WAGE INCREASE ***				TEXT AMT 43,026 1,135	
		MID YEAR RECLASS-FY18-PROGR SPEC TO REC COORD ***				3,759	
		TR PROGRAM LEADER TO 5101 FY18				5,230- 42,690	
001-5109-572.14-00	OVERTIME	0	1,407	1,000	1,000	712	1,000
	LEVEL 6	TEXT CURRENT STAFF				TEXT AMT 1,000 1,000	
001-5109-572.21-00	FICA TAXES	0	2,834	3,431	3,270	2,302	3,344
	LEVEL 6	TEXT CURRENT STAFF WAGE INCREASE ***				TEXT AMT 3,371 87	
		MID YEAR RECLASS-FY18-PROGR SPEC TO REC COORD ***				287	
		TR PROGRAM LEADER TO 5101 IN FY18				401- 3,344	
001-5109-572.22-00	RETIREMENT CONTRIBUTIONS	0	3,411	3,579	3,594	3,237	4,500
	LEVEL 6	TEXT CURRENT STAFF WAGE INCREASE ***				TEXT AMT 3,894 117	
		MID YEAR RECLASS-FY18-PROGR SPEC TO REC COORD				489 4,500	
001-5109-572.23-00	HEALTH INSURANCE	0	6,924	7,321	7,321	6,704	7,333
	LEVEL 6	TEXT HEALTH DENTAL LIFE INCREASE ON LIFE ***				TEXT AMT 6,877 372 72 3	
		MID YEAR RECLASS-FY18-PROGR SPEC TO REC COORD-LIFE				9 7,333	

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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 PROPOSED3
001-5109-572.24-00	WORKER'S COMPENSATION	0	38	300	258	110	187
	LEVEL 6 TEXT CURRENT STAFF WAGE INCREASE *** MID YEAR RECLASS-FY18-PROGR SPEC TO REC COORD *** TRANSFER PROGRAM LEADER TO 5109 IN FY18					TEXT AMT 251 31 4 99- 187	
001-5109-572.26-00	EAP BENEFIT	0	37	37	37	35	37
	LEVEL 6 TEXT CURRENT STAFF					TEXT AMT 37 37	

* PERSONNEL SERVICES		0	52,327	59,478	57,195	44,152	59,091
001-5109-572.31-13	OTHER PROF. SERVICES	1,215	1,500	1,500	1,500	1,500	1,500
	LEVEL 6 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	2,370	2,000
	LEVEL 6 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	395	800
	LEVEL 6 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	1,694	5,500
	LEVEL 6 TEXT REFRESHMENTS/FOOD FOR CLUB PARTIES,SHELVING, CENTER SUPPLIES, DANCE DECORATIONS,ETC.					TEXT AMT 5,500 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 ENCMBRNCE	FY2019 PROPOSED3
*	OPERATING EXPENSE	10,853	14,357	9,800	9,800	5,959	9,800
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**	ADULT ACTIVITY	10,853	66,684	69,278	66,995	50,111	68,891

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD	ACTUAL ENCMBRNCE	FY2019 PROPOSED3
001-5125-572.12-00	LAKESIDE CENTER SALARIES AND WAGES	18,352	44,754	47,468	46,974		36,334	47,153
	LEVEL 6						TEXT 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 6						TEXT AMT	
								1,000
								1,000
001-5125-572.21-00	FICA TAXES	1,416	3,501	3,711	3,673		2,856	3,687
	LEVEL 6						TEXT AMT	
								3,598
								89
								3,687
001-5125-572.22-00	RETIREMENT CONTRIBUTIONS	0	3,513	3,547	3,547		2,926	3,565
	LEVEL 6						TEXT AMT	
								3,461
								104
								3,565
001-5125-572.23-00	HEALTH INSURANCE	0	6,190	7,335	7,335		5,383	7,335
	LEVEL 6						TEXT AMT	
								6,877
								372
								83
								3
								7,335
001-5125-572.24-00	WORKER'S COMPENSATION	299	49	267	257		189	254
	LEVEL 6						TEXT AMT	
								251
								3
								254
001-5125-572.26-00	EAP BENEFIT	0	37	37	37		37	37
	LEVEL 6						TEXT AMT	
								37

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
							37
* PERSONNEL SERVICES		20,220	59,132	63,365	62,823	48,735	63,031
001-5125-572.34-14	CONTRACT SERVICES OTHER	7,139	7,539	6,580	6,580	6,121	6,580
	LEVEL 6 TEXT					TEXT AMT	
							730
	MONITOR SECURITY SYSTEM & BI-ANNUAL SYSTEM INSPEC						3,000
	COASTAL CLEAR WINDOW CLEANING						1,500
	PLANT PEOPLE SERVICES						500
	LINEN CLEANING SERVICES						350
	PEST SPRAY SERVICE						500
	FIRE SUPPRESSION SERVICE & INSPECTION						6,580
001-5125-572.41-00	COMMUNICATION SERVICES	422	126	360	360	68	0
001-5125-572.43-10	ELECTRICAL SERVICES	15,755	17,135	16,800	16,800	13,266	16,800
	LEVEL 6 TEXT					TEXT AMT	
							16,500
	FPL ELECTRIC SERVICE						300
	TECO GAS SERVICE \$25 MONTHLY						16,800
001-5125-572.46-16	BUILDING REPAIRS	9,892	13,712	13,838	13,838	8,718	13,838
	LEVEL 6 TEXT					TEXT AMT	
							2,000
	CEILING TILES, PAINT TOUCH-UP, ETC.						2,000
	RE-SEAL FLOORS KITCHEN & BATHROOMS						135
	PLUMBING REPAIRS						1,630
	AUDIO VISUAL EQUIPMENT MAINT - SOUND STAGE						1,673
	FRIDGE/FREEZER AND ICE MACHINE SERVICE						1,200
	CARPET CLEANING SERVICES						1,200
	ROTO ROOTER SEWER SERVICE/CLEANING						4,000
	PAINT RESTROOMS AND KITCHEN						13,838
001-5125-572.49-01	ADVERTISING	6,426	252	2,500	2,500	1,396	2,500
	LEVEL 6 TEXT					TEXT AMT	
							2,500
	NEWS JOURNAL, FLYERS, MARKETING MATERIALS, ETC.						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 6 TEXT					TEXT AMT	
							200
	HEALTH DEPT.						

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
							200
001-5125-572.52-00	OTHER OPERATING SUPPLIES	4,215	5,747	4,600	4,000	2,017	4,000
	LEVEL 6 TEXT BUILDING SUPPLIES, TABLE CLOTHS, TABLE & CHAIR REPLACEMENTS, TABLE DECORATIONS, MISC. KITCHEN ITEMS, SIGNAGE REPLACEMENT, ETC.					TEXT AMT 4,000	4,000
							4,000
001-5125-572.52-12	UNIFORMS	0	0	0	600	645	600
	LEVEL 6 TEXT STAFF UNIFORMS					TEXT AMT 600 600	600
*	OPERATING EXPENSE	50,504	44,671	44,878	44,878	32,231	44,518
**	LAKESIDE CENTER	70,724	103,803	108,243	107,701	80,966	107,549
***	RECREATION	830,042	844,346	971,131	972,909	778,543	969,395

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
001-5200-579.12-00	ATHLETICS ATHLETICS SALARIES AND WAGES	200,014	199,201	289,078	276,524	198,458	289,808
	LEVEL 6 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 6 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	14,326	22,600
	LEVEL 6 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	21,426	34,129
	LEVEL 6 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	32,226	51,327
	LEVEL 6 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	3,038	4,089
	LEVEL 6 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	196	262
	LEVEL TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
6	CURRENT STAFF						262 262
* PERSONNEL SERVICES		258,089	262,433	399,380	382,522	270,155	407,715
001-5200-579.34-14	CONTRACT SERVICES OTHER	76,950	75,893	84,048	84,048	82,996	86,048
LEVEL 6	TEXT YOUTH & ADULT UMPIRES AND SCOREKEEPERS ** ADD * 2019 CPI 2% INCREASE TO UMPIRES & SCOREKEEPERS PER CONTRACT BACKGROUND CHECKS @ \$15 EACH					TEXT AMT 79,585 2,000 4,463 86,048	
001-5200-579.40-00	TRAVEL PER DIEM	2,647	3,029	5,300	5,300	2,038	1,900
LEVEL 6	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 6	TEXT ATHLETIC CONFERENCE / FRPA ATHLETIC BUSINESS CONFERENCE *** ADD 1 NEW EMPLOYEE TO FRPA					TEXT AMT 1,500 320 400 2,220	
001-5200-579.49-01	ADVERTISING	1,716	2,140	2,000	2,000	382	2,600
LEVEL 6	TEXT ATHLETIC ADVERTISING, FLYERS, ADS, RACK CARDS, ETC. POP-UP PARK					TEXT AMT 2,000 600 2,600	
001-5200-579.49-02	COMPUTER SOFTWARE	2,511	2,606	2,664	2,664	2,296	3,600
LEVEL 6	TEXT SERVER FEES TO SUPPORT REC- ALERT AVERAGE MONTHLY FEE \$220.00 ** INCREASE IN FEE TO \$300 MO, ADD					TEXT AMT 2,664 936 3,600	
001-5200-579.49-14	FURN. & FIXTURES NON-CAP	0	0	4,500	5,641	5,641	1,500
LEVEL 6	TEXT OFFICE GUEST CHAIRS FOR NEW BUILDING					TEXT AMT 1,500	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
							1,500
001-5200-579.49-19	TAXES, LICENSES, FEES	16,956	16,658	16,994	16,994	13,422	4,800
	LEVEL 6 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	24,978	34,185
	LEVEL 6 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 6 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	43	750
	LEVEL 6 TEXT FIRST AID ITEMS -ICE PACKS,BANDAIDS,GLOVES,ETC.					TEXT AMT 750 750	
*	OPERATING EXPENSE	183,358	184,117	208,381	211,159	194,851	196,223
**	ATHLETICS	441,447	446,550	607,761	593,681	465,006	603,938

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED
ADMINISTRATION ADMINISTRATION 001-7000-519.12-00	SALARIES AND WAGES	2,502	0	0	0	0	0
	LEVEL 6						
	TEXT *****						
	THIS BUDGET WAS INCORPORATED INTO THE CITY MANAGER'S BUDGET 001-1200 IN FY17.						
	TEXT AMT						
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	43,897,660	37,967,653	38,666,550

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
TAX INCREMENT EASTPORT							
102-0000-311.10-00	CURRENT AD VALOREM	59,699	62,311	76,546	76,546	76,229	84,423
LEVEL 6	TEXT PROPERTY VALUE 19,198,617 X 4.4881 MILLS PER 1,000 AT 95% ***					TEXT AMT 81,857	
	INCREASE FOR MAX MILLAGE 19,198,617 X 4.8157 MILLS PER 1,000 AT 95% *****					5,975	
	CHANGE BASED ON 4.7781 MILLAGE 19,198,617 X 4.7781 MILLS PER 1,000 AT 95% *****					686-	
	ADJUSTED MILLAGE 08/30/18 19,198,617 X 4.6288 MILLS PER 1000 @ 95% = 84,423 08-30-18 NT					2,723- 84,423	
102-0000-338.15-00	TAX INCREMENT FUNDS	105,630	103,940	119,576	119,576	119,702	120,910
LEVEL 6	TEXT COUNTY TIF - \$19,198,617 X 6.229 MILLS PER 1000 AT 95% = \$113,609 HALIFAX HOSPITAL TIF - \$19,198,617 X 0.3546 MILLS PER 1000 AT 95% = \$6,468 *****					TEXT AMT 113,609 6,468	
	TIF PROPERTY VALUES ARE BASED ON VC C.R.A.'S-2018 PRELIMINARY ESTIMATE, DATED JULY 1, 2018 *****						
	CHANGE BASED ON MID AUGUST CRA'S PROPOSED ASSESSMENTS AND REVENUES COUNTY TIF - 19,198,617 X 6.2747 MILLS PER 1,000 AT 95%					833 120,910	
102-0000-361.10-00	INTEREST EARNINGS-INVESTM	2,403	1,628	2,400	2,400	2,720	2,400
102-0000-369.90-00	MISC REVENUE	15	10,684	0	0	7	0
*		167,747	178,563	198,522	198,522	198,658	207,733
**	TAX INCREMENT EASTPORT	167,747	178,563	198,522	198,522	198,658	207,733
***	TAX INCREMENT EASTPORT	167,747	178,563	198,522	198,522	198,658	207,733
****	TAX INCREMENT EASTPORT	167,747	178,563	198,522	198,522	198,658	207,733

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
NON DEPARTMENTAL NON DEPARTMENTAL 102-1000-552.45-10	COMMERCIAL POLICY INS	5,116	5,227	5,484	5,484	0	6,033
	LEVEL 6 TEXT FLORIDA MUNICIPAL INSURANCE TRUST LIABILITY INSURANCE FOR CRA PROPERTY. ***** INCREASE DUE TO ANTICIPATED QUOTE (INCREASE TYPICALLY RECEIVED IN AUGUST).					TEXT AMT 6,033	
						6,033	
102-1000-552.49-03	ADVERTISING EXPENSE	82	0	1,000	1,000	0	320
	LEVEL 6 TEXT INCLUDES PUBLIC HEARINGS ADVERTISEMENTS FOR ANNUAL REPORT AND OTHER MEETINGS SCHEDULED.					TEXT AMT 320	
						320	
102-1000-552.52-15	POSTAL SERVICE	8	0	100	100	0	100
	LEVEL 6 TEXT MAILING COSTS TO SEND AMENDED PLAN TO TAXING AUTHORITIES BY CERTIFIED MAIL AS REQUIRED BY FLORIDA STATUTE. FUNDS NEEDED IF PLAN IS AMENDED.					TEXT AMT 100	
						100	
102-1000-552.54-00	DUES & MEMBERSHIPS	175	548	550	550	548	550
	LEVEL 6 TEXT FLORIDA REDEVELOPMENT ASSOCIATION MEMBERSHIP \$745 ANNUALLY SPLIT BETWEEN EASTPORT AND TOWN CENTER CRA'S = \$372.50 DEPARTMENT OF ECONOMIC OPPORTUNITY MEMBERSHIP \$175 ANNUALLY AS REQUIRED BY STATE STATUTE.					TEXT AMT	
						375	
						175	
						550	
* OPERATING EXPENSE		5,381	5,775	7,134	7,134	548	7,003
102-1000-552.83-00	OTHER GRANTS & AIDS	15,000	0	0	0	0	0
* GRANTS & AIDE		15,000	0	0	0	0	0
102-1000-581.91-72	TRF TO 217 EASTPORT NOTE	181,184	176,673	177,066	177,066	147,555	182,163
	LEVEL 6 TEXT FUND FY19 DEBT SERVICE IN 217 FUND (NT 07-19-18)					TEXT AMT 182,163	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
						182,163	
*	TRANSFERS	181,184	176,673	177,066	177,066	147,555	182,163
102-1000-552.99-10	CONTINGENCY	0	0	14,322	14,322	0	18,567
	LEVEL 6					TEXT AMT	
						15,168	
						5,975	
						147	
						2,723-	
						18,567	
*	NON-OPERATING EXPENSE	0	0	14,322	14,322	0	18,567
**	NON DEPARTMENTAL	201,565	182,448	198,522	198,522	148,103	207,733
***	NON DEPARTMENTAL	201,565	182,448	198,522	198,522	148,103	207,733
****	TAX INCREMENT EASTPORT	201,565	182,448	198,522	198,522	148,103	207,733

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
TAX INCREMENT TOWN CENTER							
103-0000-311.10-00	CURRENT AD VALOREM	42,329	52,470	58,237	58,237	58,418	61,880
LEVEL 6	TEXT PROPERTY VALUE 14,072,043 X 4.4481 MILLS PER 1,000 AT 95% ***** CHANGE BASED ON MAX MILLAGE 14,072,043 X 4.8157 MILLS PER 1,000 AT 95% ***** CHANGE BASED ON 4.7781 MILLAGE 14,072,043 X 4.7781 MILLS PER 1,000 AT 95% ***** ADJUSTED MILLAGE 08/30/18 14,072,043 X 4.6288 MILLS PER 1000 @ 95% = \$61,880					TEXT AMT 59,999	
							4,379
							502-
							1,996- 61,880
103-0000-334.69-01	#VO-PO-13-98	12,127	0	0	0	0	0
LEVEL 6	TEXT PENDING FOR FY16					TEXT AMT	
103-0000-334.69-02	#VO-PO-14-105 RIVERWALK	170,000	0	0	0	0	0
LEVEL 6	TEXT PENDING FOR FY16					TEXT AMT	
103-0000-334.69-03	#VO-PO-14-106 RIVERWALK	35,345	20,893	0	0	0	0
LEVEL 6	TEXT PENDING FOR FY16					TEXT AMT	
103-0000-334.69-04	#VO-PO-15-107 RIVERWALK	32,720	124,477	0	92,684	92,804	0
103-0000-337.70-10	ECHO 15-10 RIVERWALK PH I	1,198	356,646	0	2,557	2,057	0
103-0000-338.15-00	TAX INCREMENT FUNDS	75,452	87,525	90,974	90,974	89,472	88,623
LEVEL 6	TEXT COUNTY TIF - 14,072,043 X 6.229 MILLS PER 1000 AT 95% = \$83,272 HALIFAX HOSPITAL TIF - 14,072,043 X 0.3546 MILLS PER 1000 AT 95% = \$4,740 ***** TIF PROPERTY VALUES ARE BASED ON C.R.A.'S-2018 PRELIMINARY ESTIMATE FR THE PA, DATED JULY 1, 2018 ***** CHANGE BASED ON MID AUGUST CRA'S PROPOSED ASSESSMENTS AND REVENUES COUNTY TIF - 14,072,043 X 6.2747 MILLS PER 1,000 AT 95%					TEXT AMT 83,272	
							4,740
							611

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
						88,623	
103-0000-349.30-00	PROPERTY TAX RECOVERY	3,862	3,129	0	0	0	0
103-0000-361.10-00	INTEREST EARNINGS-INVESTM	703	1,319	1,200	1,200	1,762	1,000
103-0000-362.14-00	SANDY POINT PROG SPORTS	200	1,600	0	0	2,200	0
103-0000-362.15-00	CARDWELL LEASE	24,000	2,000	0	0	0	0
103-0000-369.90-00	MISC REVENUE	7	7	0	0	7	0
103-0000-381.50-00	TRANSFER FROM 508 FUND	0	0	328,000	328,000	0	325,000
	LEVEL 6					TEXT AMT	
						325,000	
						325,000	
103-0000-381.73-00	TRANSFER FROM 317 FUND	0	5,000	0	0	0	0
103-0000-389.10-00	APPROPRIATED FUND BAL	0	0	0	351,756	0	0
*		397,943	655,066	478,411	925,408	246,720	476,503
**	TAX INCREMENT TOWN CENTER	397,943	655,066	478,411	925,408	246,720	476,503
***	TAX INCREMENT TOWN CENTER	397,943	655,066	478,411	925,408	246,720	476,503
****	TAX INCREMENT TOWN CENTER	397,943	655,066	478,411	925,408	246,720	476,503

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
NON DEPARTMENTAL							
NON DEPARTMENTAL							
103-1000-552.34-14	CONTRACT SERVICES OTHER	0	1,112	0	0	0	0
103-1000-552.43-10	ELECTRICAL SERVICES	422	472	700	700	442	500
	LEVEL 6 TEXT					TEXT AMT	
	FUNDING ORIGINALLY FOR 3999 S. RIDGEWOOD AVE. MONUMENT SIGN LIGHTING AND HALIFAX TRAILER PARK LIGHTING. RIVERWALK PARK IS NOW OPEN COST IS TRANSFER TO PARKS AND RECREATION OPERATING BUDGET. DEVELOPER'S MDA REQUIRES MAINTENANCE OF MONUMENT SIGN AND LIGHT. SOME FUNDS ARE RESERVED IN CASE MAINTENANCE IS REQUIRED BY THE CITY.						500

	FINANCE IS WORKING ON TRANSFERING COST TO PARKS AND RECREATION'S OPERATING BUDGET FOR RIVERWALK PARK.						500
103-1000-552.43-12	WATER/SEWER / UTILITY	833	572	2,056	2,056	634	1,200
	LEVEL 6 TEXT					TEXT AMT	
	FUNDING FOR WATER METERS FOR LANDSCAPING AT 3999 S. RIDGEWOOD AVENUE FOR MONUMENT SIGN AREA, UTILITY BILL FOR PENNA COURT PROPERTY (21.60/MONTH) AND FUNERAL HOME PROPERTY (36.00/MONTH). IN THE PAST FY'S THIS LINE COVERED WATER METERS AT HALIFAX TRAILER PARK. THE FEES HAVE BEEN TRANSFERRED TO PARKS AND REC WITH THE OPENING OF RIVERWALK PARK. FUNDS REMAIN TO COVER PENNA COURT AND RESERVED IN CASE MAINTENANCE IS REQUIRED FOR SIGN AT 3999 RIDGEWOOD AVE.						1,200

	FINANCE IS WORKING ON TRANSFERING COST TO PARKS AND RECREATION'S OPERATING BUDGET FOR RIVERWALK PARK.						1,200
103-1000-552.43-14	DRAINAGE	0	267	480	480	417	480
	LEVEL 6 TEXT					TEXT AMT	
	4 UNITS(ERU'S) @ \$38.36/MONTH. LOCATION ID 567 3571 RIDGEWOOD AVE CUSTOMER ACCOUNT 145809-567						480

							480

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
103-1000-552.45-10	COMMERCIAL POLICY INS	5,120	5,383	5,670	5,670	0	6,300
	LEVEL 6 TEXT FLORIDA MUNICIPAL TRUST INSURANCE LIABILITY INSURANCE FOR CRA PROPERTY. ***** INCREASE DUE TO ANTICIPATED QUOTE TYPICALLY RECEIVED IN AUGUST					TEXT AMT 6,300	
						6,300	
103-1000-552.49-03	ADVERTISING EXPENSE	0	0	800	800	0	800
	LEVEL 6 TEXT PUBLIC HEARING ADS FOR PLAN CHANGES IF/WHEN DONE AND ADVERTISING FOR CRA MEETINGS WHEN HELD OUTSIDE REGULARLY SCHEDULED ANNUAL MEETINGS @ APPROX. \$375 EACH					TEXT AMT 800	
						800	
103-1000-552.49-19	TAXES, LICENSES, AND FEES	3,862	3,755	3,930	3,930	0	3,930
	LEVEL 6 TEXT FUNDING FOR PROPERTY TAXES AND CRA TAXES ***** DECREASE TO FUND INCREASE IN INSURANCE IN LINE 45-10 (LP 8-9-17) *****					TEXT AMT 4,350	
						420-	
						3,930	
103-1000-552.52-00	OTHER OPERATING SUPPLIES	0	0	0	0	8	0
103-1000-552.52-15	POSTAL SERVICE	0	0	100	100	0	100
	LEVEL 6 TEXT MAILING COSTS TO SEND AMENDED PLAN TO TAXING AUTHORITIES BY CERTIFIED MAIL AS REQUIRED BY FLORIDA STATUTE. FUNDS NEEDED IF PLAN IS AMENDED.					TEXT AMT 100	
						100	
103-1000-552.54-00	DUES & MEMBERSHIPS	175	548	550	550	548	550
	LEVEL 6 TEXT FLORIDA REDEVELOPMENT ASSOCIATION MEMBERSHIP \$745 ANNUALLY SPLIT BETWEEN EASTPORT AND TOWN CENTER CRA'S = \$372.50 DEPARTMENT OF ECONOMIC OPPORTUNITY MEMBERSHIP \$175 ANNUALLY AS REQUIRED BY STATE STATUTE.					TEXT AMT 375	
						175	
						550	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
* OPERATING EXPENSE		10,412	12,109	14,286	14,286	2,049	13,860
103-1000-552.61-00 LAND		180,039	0	0	0	0	0
103-1000-552.63-97 PROJ CAPITAL OUTLAY		61,703	544,874	0	186,997	167,383	0
* CAPITAL OUTLAY		241,742	544,874	0	186,997	167,383	0
103-1000-552.71-11 PRINCIPAL L/P		0	0	0	260,000	0	0
103-1000-552.72-11 INTEREST INTERNAL LOANS		29,026	39,566	44,488	44,488	21,480	49,363
LEVEL 6	TEXT					TEXT AMT	
	INT ON INTERFUND LOAN OF \$44K FROM 001 FUND						880
	INT ON FY15 \$114,000 FROM 001 FUND						2,280
	INT ON FY15 \$180,500 FROM 001 FUND						3,610
	INT ON FY10 \$410,000 LOAN POOL LOAN						10,342
	INT ON FY12 \$294,725 LOAN POOL LOAN						5,895
	INT ON FY14 \$210,000 LOAN POOL LOAN						3,150
	INT ON FY15 \$279,964 LOAN POOL LOAN						4,200
	INT ON FY16 \$304,029 LOAN POOL LOAN						4,561
	INT ON FY17 \$310,000 LOAN POOL LOAN						4,650
	INT ON FY18 \$328,000 LOAN POOL LOAN						4,920
	INT ON FY19 \$325,000 LOAN POOL LOAN						4,875
							49,363
* DEBT SERVICE		29,026	39,566	44,488	304,488	21,480	49,363
103-1000-552.83-00 OTHER GRANTS & AIDS		0	0	17,263	17,263	85	5,974
LEVEL 6	TEXT					TEXT AMT	
	FY19 ECONOMIC INCENTIVE						5,974
							5,974
* GRANTS & AIDE		0	0	17,263	17,263	85	5,974
103-1000-581.91-78 TFR TO 218 TWN CTR BOND		401,192	404,591	402,374	402,374	335,312	404,814
LEVEL 6	TEXT					TEXT AMT	
	FUND FY19 DEBT SERVICE ON TOWN CENTER IN 218 FUND						402,064
	FUND OTHER DEBT SERVICE FEES IN 218 FUND						2,750
							404,814
* TRANSFERS		401,192	404,591	402,374	402,374	335,312	404,814

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
103-1000-552.99-10	CONTINGENCY	0	0	0	0	0	2,492
	LEVEL 6 TEXT TO BALANCE FUND 8/6/18 TO BALANCE FUND 8/14/18 TO BALANCE FUND 08/29/18 NT						TEXT AMT 4,379 109 1,996- 2,492
*	NON-OPERATING EXPENSE	0	0	0	0	0	2,492
**	NON DEPARTMENTAL	682,372	1,001,140	478,411	925,408	526,309	476,503
***	NON DEPARTMENTAL	682,372	1,001,140	478,411	925,408	526,309	476,503
****	TAX INCREMENT TOWN CENTER	682,372	1,001,140	478,411	925,408	526,309	476,503

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
RECREATION FACILITIES							
106-0000-347.59-00	RENTAL	33,750	0	135,000	135,000	71,249	0
	LEVEL 6 TEXT					TEXT AMT	
	ALL RENT REVENUE IS BUDGETED IN 106-0000-362-01-00						
	NT 04-23-18						
106-0000-361.10-00	INTEREST EARNINGS-INVESTM	5,874	3,308	3,000	3,000	4,239	3,000
106-0000-362.01-00	YMCA RENTAL	70,740	70,740	70,740	70,740	160,263	218,738
	LEVEL 6 TEXT					TEXT AMT	
	PER NEW CONTRACT, DATED 12/12/17 RENT REV IS:						
	10/01/18-12/31/18 - \$17,822.29 PER MONTH					53,467	
	01/01/19-09/30/19 - \$18,363.45 PER MONTH					165,271	
						218,738	
106-0000-389.10-00	APPROPRIATED FUND BAL	0	0	21,760	669,464	0	0
*		110,364	74,048	230,500	878,204	235,751	221,738
**	RECREATION FACILITIES	110,364	74,048	230,500	878,204	235,751	221,738
***	RECREATION FACILITIES	110,364	74,048	230,500	878,204	235,751	221,738
****	RECREATION FACILITIES	110,364	74,048	230,500	878,204	235,751	221,738

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
NON DEPARTMENTAL							
NON DEPARTMENTAL							
106-1000-572.34-14	CONTRACT SERVICES OTHER	0	0	2,000	2,000	0	2,000
106-1000-572.43-10	ELECTRICAL SERVICES	1,562	709	2,500	2,500	0	2,500
106-1000-572.46-15	YMCA REPAIR & MAINTENANCE	4,783	2,500	5,000	844	0	5,000
106-1000-572.46-16	BUILDING REPAIRS	3,987	0	0	0	0	0
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*	OPERATING EXPENSE	10,332	3,209	9,500	5,344	0	9,500
106-1000-572.63-97	PROJ CAPITAL OUTLAY	256,795	58,930	221,000	242,733	42,731	117,000
LEVEL 6 TEXT						TEXT AMT	
						117,000	
						117,000	
-----		-----		-----		-----	
*	CAPITAL OUTLAY	256,795	58,930	221,000	242,733	42,731	117,000
106-1000-572.91-22	TRANSFER TO 001	0	0	0	630,127	630,127	0
-----		-----		-----		-----	
*	TRANSFERS	0	0	0	630,127	630,127	0
106-1000-572.99-10	CONTINGENCY	0	0	0	0	0	95,238
LEVEL 6 TEXT						TEXT AMT	
						95,238	
						95,238	
-----		-----		-----		-----	
*	NON-OPERATING EXPENSE	0	0	0	0	0	95,238
-----		-----		-----		-----	
**	NON DEPARTMENTAL	267,127	62,139	230,500	878,204	672,858	221,738
-----		-----		-----		-----	
***	NON DEPARTMENTAL	267,127	62,139	230,500	878,204	672,858	221,738
-----		-----		-----		-----	
****	RECREATION FACILITIES	267,127	62,139	230,500	878,204	672,858	221,738

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
BUILDING SPECIAL REV FUND							
109-0000-322.10-00	BUILDING	918,234	1,796,900	1,200,000	1,200,000	1,881,669	1,500,000
	LEVEL 6 TEXT BASE PROJECTION					TEXT AMT 1,500,000 1,500,000	
109-0000-329.10-04	EDUCATION & TRAINING FEE	3,591	1,871	4,500	4,500	0	4,500
	LEVEL 6 TEXT BASE PROJECTION					TEXT AMT 4,500 4,500	
109-0000-329.10-06	INSPECTION FEES	14,410	43,170	15,000	15,000	58,520	30,000
	LEVEL 6 TEXT RE-INSPECTION FEES ARE RECORDED IN THIS ACCOUNT *** INCREASE BASED ON HISTORICAL DATA (TP 7/17/18)					TEXT AMT 15,000 15,000 30,000	
109-0000-329.10-07	ARCHIVING FEE-BUILDING	25,180	31,970	22,000	22,000	30,915	25,000
	LEVEL 6 TEXT BASE PROJECTION *** INCREASE BASED ON HISTORICAL DATA (TP 7/17/18)					TEXT AMT 22,000 3,000 25,000	
109-0000-361.10-00	INTEREST EARNINGS-INVESTM	14,363	9,969	9,000	9,000	22,095	9,000
109-0000-369.90-00	MISC REVENUE	126	271	0	0	266	0
109-0000-389.10-00	APPROPRIATED FUND BAL	0	0	155,070	625,868	0	12,413
	LEVEL 6 TEXT TO BALANCE FUND (TP 7/17/18) *** UPDATED TO BALANCE FUND (TP 8/1/18) *** UPDATED TO BALANCE FUND (TP 8/14/18)					TEXT AMT 6,532 2,519- 8,400 12,413	
109-0000-389.40-00	APPROPRIATED TRAINING FB	0	0	7,000	7,000	0	7,700
	LEVEL 6 TEXT TRAINING REGISTRATION INSPECTOR PARTIAL SALARY (WAS \$19K FY17) NEW INSPECTOR PARTIAL SALARY (WAS \$12K IN FY17)					TEXT AMT 7,000	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
****UPDATED FOR FY19 (TP 7/17/18)							700 7,700
*		975,904	1,884,151	1,412,570	1,883,368	1,993,465	1,588,613
**	BUILDING SPECIAL REV FUND	975,904	1,884,151	1,412,570	1,883,368	1,993,465	1,588,613
***	BUILDING SPECIAL REV FUND	975,904	1,884,151	1,412,570	1,883,368	1,993,465	1,588,613
****	BUILDING SPECIAL REV FUND	975,904	1,884,151	1,412,570	1,883,368	1,993,465	1,588,613

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
COMMUNITY DEVELOPMENT BUILDING DIVISION							
109-1901-515.12-00	SALARIES AND WAGES	516,462	561,148	689,906	644,423	502,899	679,349
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 664,062 15,287 679,349	
109-1901-515.14-00	OVERTIME	42,662	76,595	35,000	60,000	59,959	45,000
	LEVEL 6 TEXT OVERTIME NEEDED TO ADDRESS PEAK VOLUME DAYS. WORKLOAD CONTINUES TO TYPICALLY EXCEED 20 INSPECTIONS PER DAY PER INSPECTOR WITH SOME DAYS EXCEEDING 30-35 THAT CANNOT BE COMPLETED IN 8 HOURS. WORKLOAD HAS GONE UP SUBSTANTIALLY WITH THE ECONOMIC RECOVERY AND SUBSTANTIAL WEST SIDE RESIDENTIAL DEVELOPMENT. HIGH NUMBERS IN CURRENT FY ARE DUE TO THE HURRICANE.					TEXT AMT 45,000 45,000	
109-1901-515.15-10	CERTIFICATIONS/LICENSES	0	125	750	1,350	990	750
	LEVEL 6 TEXT LICENSE RENEWALS FOR INTERNATIONAL CODE COUNCIL, INSPECTOR/PLANS EXAMINER LICENSES FOR 7 BUILDING STAFF AND 2 SR. PERMIT TECHS AND BUILDING PERMIT COORDINATOR. INCREASE DUE TO 2 SR. PERMIT TECH'S AND 1 BUILDING PERMIT COORDINATOR OBTAINING LICENSES.					TEXT AMT 650 100 750	
109-1901-515.21-00	FICA TAXES	40,070	46,288	55,466	55,466	40,507	55,421
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 54,254 1,167 55,421	
109-1901-515.22-00	RETIREMENT CONTRIBUTIONS	66,025	79,849	89,152	89,152	73,287	98,392
	LEVEL 6 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 95,978 2,414 98,392	
109-1901-515.23-00	HEALTH INSURANCE	58,143	71,656	99,497	99,497	78,570	101,003

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	LEVEL 6 TEXT HEALTH DENTAL LIFE WAGE INCREASE LIFE					TEXT AMT 94,273 5,100 1,593 37 101,003	
109-1901-515.24-00	WORKER'S COMPENSATION	3,448	4,797	4,951	4,951	4,851	4,957
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 4,851 106 4,957	
109-1901-515.26-00	EAP BENEFIT	283	305	505	505	325	513
	LEVEL 6 TEXT CURRENT STAFF					TEXT AMT 513 513	
* PERSONNEL SERVICES		727,093	840,763	975,227	955,344	761,388	985,385
109-1901-515.31-13	OTHER PROF. SERVICES	58,769	0	0	22,500	2,105	0
109-1901-515.34-14	CONTRACT SERVICES OTHER	15,951	134,983	57,000	217,000	192,000	200,000
	LEVEL 6 TEXT \$25,000 TOWARD PROJECT TO OUTSOURCE SCANNING OF PAST YEARS (1980-2020) PLANS AND PERMITS. ONCE COMPLETE FUNDS WILL NOT BE NEEDED IN THE THE FUTURE.					TEXT AMT 25,000	
	*ADDITIONAL FUNDING FOR OUTSIDE AGENCIES FOR INSPECTORS, BUILDING PLAN REVIEW & OTHER SERVICES INCLUDING FRONT COUNTER TEMPORARY SUPPORT. FUNDS FOR CONTRACT INSPECTORS AND PLAN REVIEWERS ARE NOT SPENT UNLESS THERE IS STAFF TURNOVER OR HIGH WORKLOAD. THIS SUPPORT WILL REDUCE OT NEEDS AND REDUCE PHYSICAL DEMANDS ON INSPECTIONS STAFF DURING PEAK WORKLOADS. EXPENDITURES IN THIS LINE MAY BE OFFEST WITH REVENUE FROM PERMIT REVIEW FEES BECUASE USE WOULD LIKELY BE THE RESULT OF HIGHER BUILDING ACTIVITY THAN NORMAL.					167,200	
	*ALSO INCLUDES FUNDING FOR INITIAL TECHNICAL SUPPORT FROM THE SELECTED VENDOR FOR IMPLEMENTATION OF NEW ELECTRONIC PERMITTING SOFTWARE.					7,800	
						200,000	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
109-1901-515.40-00	TRAVEL PER DIEM	0	250	0	0	0	0
109-1901-515.40-01	BUILD DIV TRAVEL & TRAIN	2,849	3,516	7,000	7,084	2,997	7,700
	LEVEL 6 TEXT					TEXT AMT	
	TRAINING RELATED TO ENFORCEMENT					7,700	
	OF THE FLORIDA BUILDING CODE, SUCH AS, CODE						
	CONFERENCES, CONTINUING EDUCATION CLASSES, LICENSE						
	TRAINING, STATE OF FLORIDA CODE HEARINGS, AND						
	INTERNATIONAL CODES.						
	FUNDS SUPPORT BUILDING STAFF WITH MULTIPLE						
	LICENSES REQUIRING CEU'S AND ARE AVAILABLE FOR 4						
	PERMIT TECHNICIANS' TRAINING.						
	IMPLEMENTATION OF ELECTRONIC PERMITTING						
	SOFTWARE.						

	\$495 X 12 = \$5,940 FOR APPLICATIONS						
	\$80 (AVG) X 24 (EST 1 YR)=1,920 FOR CLASSES (BOAF)						7,700
109-1901-515.40-10	EMPLOYEE TRAINING	0	0	0	1,504	0	0
109-1901-515.41-00	COMMUNICATION SERVICES	10,535	11,357	10,400	10,400	10,385	9,895
	LEVEL 6 TEXT					TEXT AMT	
	CHARGES FOR OFFICE AND MOBILE COMMUNICATION LINES					9,895	
	AND FLEET GPS AIR CHARGES.						
	FUNDS SUPPORT INSPECTORS/PLANS EXAMINERS AND 5						
	PERMIT TECHNICIANS AND BUILDING PERMIT						
	COORDINATOR. **REDUCED \$505.00- IN FY18, THE						
	COST OF LONG DISTANCE FEES WERE CHARGED 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.						9,895
109-1901-515.44-13	FLEET FINANCING	8,762	17,724	24,255	24,255	20,213	26,148
	LEVEL 6 TEXT					TEXT AMT	
	FLEET FINANCE AS OF 06-18-18 NT					26,148	
						26,148	
109-1901-515.45-19	VEHICLE INSURANCE	1,863	1,547	1,731	1,731	1,443	2,857
	LEVEL 6 TEXT					TEXT AMT	
	UPDATED FOR FY19					2,857	
						2,857	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
109-1901-515.46-11	REGULAR MAINT/INSP EQUIP	2,123	2,124	2,100	2,370	2,198	3,000
	LEVEL 6 TEXT MAINTENANCE AGREEMENTS FOR COPIERS. THE RICOH COPIER AND LARGE PLOTTER 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
109-1901-515.46-12	VEH MAINT/REPAIR	7,022	4,932	13,000	13,000	7,394	13,000
	LEVEL 6 TEXT BASE INCREASE DUE TO NEW INSPECTOR POSITION. COST ESTIMATED ON AVERAGE COST PER VEHICLE IN FY15.					TEXT AMT 10,726 2,274	
							13,000
109-1901-515.46-18	CONT MAINT/COMM EQUIP	0	0	0	23	23	0
109-1901-515.46-27	ANNUAL FLEET MAINT CHRG	0	0	1,855	1,855	1,855	1,855
109-1901-515.47-00	PRINTING & BINDING	712	1,222	750	950	695	1,000
	LEVEL 6 TEXT PLACARDS, INSPECTION NOTICES, PERMIT APPLICATION FORMS, BUSINESS CARDS, MISCELLANEOUS FORMS, AND OTHER INFORMATIONAL FORMS AND BROCHURES. INCREASE BASED ON PAST YEAR TRENDS. THIS LINE IS EXPECTED TO DROP IN FUTURE YEARS WITH IMPLEMENTATION OF ELECTRONIC PERMITTING AND USE OF SOCIAL MEDIA AND CITY WEBSITE TO PROVIDE INFORMATION FORMS AND BROCHURES.					TEXT AMT 1,000	
							1,000
109-1901-515.49-01	ADVERTISING	0	0	0	483	483	0
109-1901-515.49-16	COMPUTER HARDWARE	2,874	0	0	0	0	0
109-1901-515.49-19	TAXES, LICENSES, AND FEES	0	0	21,600	21,600	0	30,000
	LEVEL 6 TEXT NEW: 12% OF CITYWIDE CREDIT CARD FEES PROCESSED THROUGH CUSTOMER SERVICE *PREVIOUSLY ALL FEES WERE CHARGED TO THE WATER SEWER FUND IN 401-0100 BUT APPROX. 12%					TEXT AMT 21,600	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	COME FROM THE BUILDING SUBSYSTEMS. ** UPATED 8/14/18 BASED ON FY18 EXP PROJECTION						8,400 30,000
109-1901-515.49-20	EQUIP & OTHER NON-CAPITAL	500	0	0	0	0	0
109-1901-515.49-61	DATA PROCESSING 501	103,138	80,417	86,845	86,845	72,371	96,768
	LEVEL 6 TEXT UPDATED FOR FY19 *** UPDATED 8/1/18 A LA CARTE GIS SPEC					TEXT AMT 99,287 2,519- 96,768	
109-1901-515.49-64	INSURANCE 504	31,477	24,346	34,400	34,400	28,667	41,130
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 41,130 41,130	
109-1901-515.49-66	TFR TO 506 BLDG MAINT FD	60,123	67,803	77,397	77,397	64,498	73,005
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 73,005 73,005	
109-1901-515.49-90	ADMIN SERVICE FEES	34,037	42,701	52,330	52,330	43,608	67,970
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 67,970 67,970	
109-1901-515.51-00	OFFICE SUPPLIES	2,171	3,031	3,000	3,240	2,847	3,000
	LEVEL 6 TEXT STANDARD OFFICE SUPPLIES FOR A STAFF OF 11.					TEXT AMT 3,000 3,000	
109-1901-515.52-00	OTHER OPERATING SUPPLIES	3,253	1,733	1,500	1,606	1,606	1,500
	LEVEL 6 TEXT OFFICE EQUIPMENT. FIELD TOOLS AND EQUIPMENT, MISCELLANEOUS GEAR AND EMERGENCY PREPAREDNESS EQUIPMENT, DISASTER ASSESSMENT SUPPLIES, MISC.					TEXT AMT 1,500 1,500	
109-1901-515.52-10	GAS,DIESEL,OIL,& GREASE	5,517	6,702	8,280	8,280	6,393	9,200

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	LEVEL 6 TEXT					TEXT AMT	
	EST UNLEADED 3,680 GALLONS @ \$2.50 PER GALLON					9,200	
	**UPDATED \$/GAL 6/28/18 TP					9,200	
109-1901-515.52-12	UNIFORMS	609	838	3,000	1,315	517	2,500
	LEVEL 6 TEXT					TEXT AMT	
	UNIFORMS AND SAFETY BOOTS FOR BUILDING					2,500	
	INSPECTORS, PLANS EXAMINER, AND PERMIT TECHS.						
	7 STAFF WITH EXTENSIVE FIELD WORK ON CONSTRUCTION						
	SITES REQUIRES REGULAR REPLACEMENT. PRIOR YEAR						
	EXPENSES VARIED WITH CONTRACT TYPE AND STAFF						
	TURNOVER. DECREASE IS DUE TO CHANGE IN VENDORS.					2,500	
109-1901-515.52-15	POSTAL SERVICE	332	517	400	400	807	5,000
	LEVEL 6 TEXT					TEXT AMT	
	MISCELLANEOUS MAILINGS INCLUDING NOTICES TO					5,000	
	APPLICANTS CONCERNING EXPIRATION OF PERMITS.						
	FUNDING FOR MAILING OF BUSINESS TAX RENEWAL FORMS.						
	1ST MAILING IN JULY (APPROX. 3,000 MAILINGS)						
	2ND MAILING IN DECEMBER (APPROX. 1,500 MAILINGS).						
	FOR ANY DELINQUENT APPROX. 3,000 BUSINESS TAX						
	CERTIFICATES ARE EXPECTED TO BE MAILED ONCE						
	RENEWED. THIS COST WAS PREVIOUSLY IN CODE						
	ENFORCEMENT BUDGET, BUT IN FY18 BUSINESS TAX WAS						
	TRANSFERRED TO BUILDING.					5,000	
109-1901-515.54-00	DUES & MEMBERSHIPS	1,114	3,573	4,500	4,430	3,170	4,700
	LEVEL 6 TEXT					TEXT AMT	
	MEMBERSHIP DUES FOR PROFESSIONAL ORGANIZATIONS					1,700	
	SUCH AS: BUILDING OFFICIALS ASSOCIATION,						
	INTERNATIONAL ASSOCIATION OF ELECTRICAL						
	INSPECTORS INTERNATIONAL CODE COUNCIL, AND OTHER						
	PROFESSIONAL MEMBERSHIPS FOR 8 BUILDING STAFF						
	AND 4 PERMIT LICENSING TECHS.						

	FLORIDA BENCHMARKING CONSORTIUM (FBC) ANNUAL					3,000	
	MEMBERSHIP. MEMBERSHIP FEE. INCREASE \$200 TO						
	COVER MEMBERSHIP TO FLORIDA ASSOCIATION OF						
	BUSINESS TAX OFFICIALS (FABTO). STAFF IN CODE						
	ENFORCEMENT PREVIOUSLY HELD THIS MEMBERSHIP WITH						
	BUSINESS TAX IN BUILDING. BUILDING STAFF WILL						

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	NEED TO JOIN FABTO INSTEAD OF CODE STAFF.						4,700
109-1901-515.54-01	BOOKS & SUBSCRIPTIONS	379	1,986	6,000	6,232	6,162	3,000
	LEVEL 6 TEXT **NEW AND REQUIRED** BOOKS AND MAGAZINE SUBSCRIPTIONS. NEW CODE BOOKS AND COMMENTARIES ARE PURCHASED LATE IN FY. INCONSISTENT SPENDING IN THIS LINE DUE TO PURCHASING UPDATES TO THE FL BUILDING CODE THAT TYPICALLY OCCUR IN 3 YEAR CYCLES. FY18 WAS CODE PURCHASING CYCLE YEAR.						2,000
							1,000
							3,000
* OPERATING EXPENSE		354,110	411,302	417,343	601,230	472,437	603,228
109-1901-515.64-15	ADP EQUIPMENT	13,700	0	0	308,298	6,275	0
* CAPITAL OUTLAY		13,700	0	0	308,298	6,275	0
109-1901-515.99-10	CONTINGENCY	0	0	20,000	18,496	0	0
* NON-OPERATING EXPENSE		0	0	20,000	18,496	0	0
** BUILDING DIVISION		1,094,903	1,252,065	1,412,570	1,883,368	1,240,100	1,588,613
*** COMMUNITY DEVELOPMENT		1,094,903	1,252,065	1,412,570	1,883,368	1,240,100	1,588,613
**** BUILDING SPECIAL REV FUND		1,094,903	1,252,065	1,412,570	1,883,368	1,240,100	1,588,613

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
CDBG SPECIAL REVENUE FUND							
110-0000-331.19-27	CDBG MISCELLANEOUS	259,193	253,223	266,593	627,240	230,316	327,971
	LEVEL 6						
	TEXT CDBG FY2018 ACTION PLAN						
	*APPROVED BY COUNCIL AT PUBLIC HEARING ON 07/17/18.						
						327,971	
						327,971	
110-0000-361.10-00	INTEREST EARNINGS-INVESTM	1,431	776	0	0	1,530	0
*		260,624	253,999	266,593	627,240	231,846	327,971
**	CDBG SPECIAL REVENUE FUND	260,624	253,999	266,593	627,240	231,846	327,971
***	CDBG SPECIAL REVENUE FUND	260,624	253,999	266,593	627,240	231,846	327,971
****	CDBG SPECIAL REVENUE FUND	260,624	253,999	266,593	627,240	231,846	327,971

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD	ACTUAL ENCMBRNCE	FY2019 PROPOSED3
COMMUNITY DEVELOPMENT								
ADMINISTRATION								
110-1904-554.12-00	SALARIES AND WAGES	18,698	0	0	0		0	0
110-1904-554.21-00	FICA TAXES	1,404	0	0	0		0	0
110-1904-554.22-00	RETIREMENT CONTRIBUTIONS	3,001	0	0	0		0	0
110-1904-554.23-00	HEALTH INSURANCE	1,952	0	0	0		0	0
	LEVEL 6						TEXT AMT	
	TEXT HEALTH							
110-1904-554.24-00	WORKER'S COMPENSATION	152	0	0	0		0	0
110-1904-554.26-00	EAP BENEFIT	11	0	0	0		0	0
* PERSONNEL SERVICES		25,218	0	0	0		0	0
110-1904-554.31-13	OTHER PROFESSIONAL SERV	39,460	20,937	53,319	51,579		13,563	65,294
	LEVEL 6						TEXT AMT	
	TEXT PLANNING & ADMINISTRATION (P&A) BUDGET FROM THE CDBG FY2018 ACTION PLAN						65,294	
							65,294	
* OPERATING EXPENSE		39,460	20,937	53,319	51,579		13,563	65,294
110-1904-554.61-00	LAND	0	0	0	350,000		29,376	0
110-1904-554.63-97	PROJ CAPITAL OUTLAY	196,490	230,937	213,274	214,237		203,241	262,677
	LEVEL 6						TEXT AMT	
	TEXT CANAL VIEW/SPRUCE CREEK CURB&GUARDRAIL REPLACEMENT PROJECT						262,677	
							262,677	
* CAPITAL OUTLAY		196,490	230,937	213,274	564,237		232,617	262,677
110-1904-554.99-10	CONTINGENCY	0	0	0	11,424		0	0
* NON-OPERATING EXPENSE		0	0	0	11,424		0	0
** ADMINISTRATION		261,168	251,874	266,593	627,240		246,180	327,971
*** COMMUNITY DEVELOPMENT		261,168	251,874	266,593	627,240		246,180	327,971
**** CDBG SPECIAL REVENUE FUND		261,168	251,874	266,593	627,240		246,180	327,971

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
'06 & '16 GO BOND DEBT SRV							
214-0000-311.10-00	CURRENT AD VALOREM	1,074,999	899,758	901,786	901,786	914,606	901,022
	LEVEL 6 TEXT **FROM DR420DEBT - 3,244,763,623 X 0.2923 MILLS PER 1,000 @ 95% = \$901,022					901,022	
						901,022	
214-0000-311.20-00	DELINQUENT	21,343	18,384	0	0	6,774	0
214-0000-311.30-00	INTEREST DELINQ. TAXES	1,257	1,895	0	0	0	0
214-0000-361.10-00	INTEREST EARNINGS-INVESTM	2,757	3,361	1,200	1,200	5,716	2,000
	LEVEL 6 TEXT INTEREST EARNINGS ESTIMATE (07-19-18 NT)					2,000	
						2,000	
214-0000-385.01-00	PROCEEDS REFUNDING BONDS	12,895,000	0	0	0	0	0
214-0000-385.77-00	BOND PREMIUM	1,063,353	0	0	0	0	0
*		15,058,709	923,398	902,986	902,986	927,096	903,022
**	'06 & '16 GO BOND DEBT SRV	15,058,709	923,398	902,986	902,986	927,096	903,022
***	'06 & '16 GO BOND DEBT SRV	15,058,709	923,398	902,986	902,986	927,096	903,022
****	'06 & '16 GO BOND DEBT SRV	15,058,709	923,398	902,986	902,986	927,096	903,022

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
NON DEPARTMENTAL							
NON DEPARTMENTAL							
214-1000-517.71-10	PRINCIPAL PAYMENT BONDS	400,000	540,000	485,000	485,000	485,000	495,000
	LEVEL 6 TEXT 04/01/19 PRINCIPAL					TEXT AMT 495,000 495,000	
214-1000-517.72-10	INTEREST BONDS	679,775	362,668	415,870	415,870	415,869	406,170
	LEVEL 6 TEXT 10/01/2018 INTEREST 04/01/2019 INTEREST					TEXT AMT 203,085 203,085 406,170	
214-1000-517.73-00	OTHER DEBT SERVICE	750	750	2,116	2,116	750	1,852
	LEVEL 6 TEXT FY19 OTHER DEBT SERVICE					TEXT AMT 1,852 1,852	
214-1000-517.73-11	ISSUE COSTS	144,944	0	0	0	0	0
214-1000-517.74-00	DEPOSIT TO ESCROW	13,807,115	0	0	0	0	0
*	DEBT SERVICE	15,032,584	903,418	902,986	902,986	901,619	903,022
**	NON DEPARTMENTAL	15,032,584	903,418	902,986	902,986	901,619	903,022
***	NON DEPARTMENTAL	15,032,584	903,418	902,986	902,986	901,619	903,022
****	'06 &'16 GO BOND DEBT SRV	15,032,584	903,418	902,986	902,986	901,619	903,022

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
EASTPORT TAX INC NOTE							
217-0000-361.10-00	INTEREST EARNINGS-INVESTM	271	78	0	0	501	0
217-0000-381.71-00	TRANSFER FROM EASPORT 102	181,184	176,673	177,066	177,066	147,555	182,163
*		181,455	176,751	177,066	177,066	148,056	182,163
**	EASTPORT TAX INC NOTE	181,455	176,751	177,066	177,066	148,056	182,163
***	EASTPORT TAX INC NOTE	181,455	176,751	177,066	177,066	148,056	182,163
****	EASTPORT TAX INC NOTE	181,455	176,751	177,066	177,066	148,056	182,163

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
NON DEPARTMENTAL							
NON DEPARTMENTAL							
217-1000-517.71-10	PRINCIPAL PAYMENT BONDS	115,000	115,000	120,000	120,000	120,000	130,000
	LEVEL 6 TEXT 10/01/18 PRINCIPAL					TEXT AMT 130,000 130,000	
217-1000-517.72-10	INTEREST BONDS	66,184	61,673	57,066	57,066	57,065	52,163
	LEVEL 6 TEXT 10/01/2018 INTEREST 04/01/2019 INTEREST					TEXT AMT 27,356 24,807 52,163	

*	DEBT SERVICE	181,184	176,673	177,066	177,066	177,065	182,163

**	NON DEPARTMENTAL	181,184	176,673	177,066	177,066	177,065	182,163

***	NON DEPARTMENTAL	181,184	176,673	177,066	177,066	177,065	182,163

****	EASTPORT TAX INC NOTE	181,184	176,673	177,066	177,066	177,065	182,163

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
2007 TWN CTR BOND DEBT SV							
218-0000-361.10-00	INTEREST EARNINGS-INVESTM	805	475	0	0	1,330	0
218-0000-381.57-00	TRANSFER FROM 103	401,192	404,591	402,374	402,374	335,312	404,814
		LEVEL	TEXT				TEXT AMT
		6	2007 TOWN CTR FY18 DEBT SERVICE P&I				402,064
			FUND OTHER FY18 DEBT SERV 73-00				2,750
							404,814
218-0000-381.81-00	TRANSFER FROM 318 FUND	337	0	0	0	0	0
*		402,334	405,066	402,374	402,374	336,642	404,814
**	2007 TWN CTR BOND DEBT SV	402,334	405,066	402,374	402,374	336,642	404,814
***	2007 TWN CTR BOND DEBT SV	402,334	405,066	402,374	402,374	336,642	404,814
****	2007 TWN CTR BOND DEBT SV	402,334	405,066	402,374	402,374	336,642	404,814

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
NON DEPARTMENTAL							
NON DEPARTMENTAL							
218-1000-517.71-10	PRINCIPAL PAYMENT BONDS	165,000	175,000	180,000	180,000	180,000	190,000
	LEVEL 6 TEXT 04/01/19 PRINCIPAL					TEXT AMT 190,000 190,000	
218-1000-517.72-10	INTEREST BONDS	233,441	226,841	219,624	219,624	219,623	212,064
	LEVEL 6 TEXT 10/01/2018 INTEREST 04/01/2019 INTEREST					TEXT AMT 106,032 106,032 212,064	
218-1000-517.73-00	OTHER DEBT SERVICE	750	750	2,750	2,750	750	2,750
*	DEBT SERVICE	399,191	402,591	402,374	402,374	400,373	404,814
**	NON DEPARTMENTAL	399,191	402,591	402,374	402,374	400,373	404,814
***	NON DEPARTMENTAL	399,191	402,591	402,374	402,374	400,373	404,814
****	2007 TWN CTR BOND DEBT SV	399,191	402,591	402,374	402,374	400,373	404,814

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
2014 CAPITAL IMPV BOND							
220-0000-361.10-00	INTEREST EARNINGS-INVESTM	1,718	1,402	10,000	10,000	1,934	2,000
220-0000-381.16-00	TRANSFER FROM 001	0	331,000	0	0	0	448,635
	LEVEL 6 TEXT 2014 CAP IMPRV BOND (38.8% OF \$1,156,277 DEBT SRV)					TEXT AMT 448,635	448,635
220-0000-381.21-00	TRANSFER FRM DRAINAGE	83,628	83,223	83,137	83,137	69,281	83,252
	LEVEL 6 TEXT 2014 CAP IMPRV BOND (7.2% OF \$1,156,277)					TEXT AMT 83,252	83,252
220-0000-381.56-00	TRANSFER FROM 506	627,170	624,173	623,525	623,525	519,604	624,390
	LEVEL 6 TEXT 2014 CAPITAL IMPRV BOND (54% OF \$1,156,277)					TEXT AMT 624,390	624,390
220-0000-389.10-00	APPROPRIATED FUND BAL	0	0	448,014	448,014	0	0
*		712,516	1,039,798	1,164,676	1,164,676	590,819	1,158,277
**	2014 CAPITAL IMPV BOND	712,516	1,039,798	1,164,676	1,164,676	590,819	1,158,277
***	2014 CAPITAL IMPV BOND	712,516	1,039,798	1,164,676	1,164,676	590,819	1,158,277
****	2014 CAPITAL IMPV BOND	712,516	1,039,798	1,164,676	1,164,676	590,819	1,158,277

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
NON DEPARTMENTAL							
NON DEPARTMENTAL							
220-1000-517.71-10	PRINCIPAL PAYMENT BONDS	525,000	530,000	545,000	545,000	545,000	565,000
220-1000-517.72-10	INTEREST BONDS	636,425	625,875	609,676	609,676	609,675	587,477
	LEVEL 6	TEXT		TEXT		AMT	
		10/01/2018 INTEREST				299,388	
		04/01/2019 INTEREST				288,089	
						587,477	
220-1000-517.73-00	OTHER DEBT SERVICE	2,450	750	10,000	10,000	0	5,800
	LEVEL 6	TEXT		TEXT		AMT	
		ARBITRAGE REPORT FEE				2,500	
		ADMIN FEE FROM BNY MELLON				750	
		WIRE PROCESSING FEE FR BNY MELLON (IF APPLICABLE)				50	
		OTHER				2,500	
						5,800	
*	DEBT SERVICE	1,163,875	1,156,625	1,164,676	1,164,676	1,154,675	1,158,277
**	NON DEPARTMENTAL	1,163,875	1,156,625	1,164,676	1,164,676	1,154,675	1,158,277
***	NON DEPARTMENTAL	1,163,875	1,156,625	1,164,676	1,164,676	1,154,675	1,158,277
****	2014 CAPITAL IMPV BOND	1,163,875	1,156,625	1,164,676	1,164,676	1,154,675	1,158,277

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
CAPITAL PROJECTS FUND							
301-0000-312.41-00	1-6[LOCAL OPTION GAS TAX	718,495	749,335	703,250	703,250	561,511	725,098
	LEVEL 6 TEXT DEPT OF REVENUE 6/28/18 ESTIMATE \$763,261 @ 95% 07/12/18 NT					TEXT AMT 725,098	
						725,098	
301-0000-312.42-00	1-5[LOCAL OPTION FUEL	533,992	565,155	405,328	405,328	412,415	578,234
	LEVEL 6 TEXT DEPT OF REVENUE 6/28/18 ESTIMATE \$608,667 @ 95% 07/12/18 NT					TEXT AMT 578,234	
						578,234	
301-0000-334.49-22	FDOT LAP 435591 1 5868 01	0	0	0	559,000	0	0
301-0000-361.10-00	INTEREST EARNINGS-INVESTM	27,019	17,551	7,000	7,000	31,035	7,000
301-0000-369.90-00	MISC REVENUE	146	10,255	0	0	0	0
301-0000-389.10-00	APPROPRIATED FUND BAL	0	0	221,663	2,735,289	0	277,333
	LEVEL 6 TEXT PRELIMINARY ESTIMATE TO BALANCE FUND 06-14-18 NT REDUCTION BASED ON UPDATED REVENUES. 07-12-18 NT					TEXT AMT 472,087	
						194,754- 277,333	
*		1,279,652	1,342,296	1,337,241	4,409,867	1,004,961	1,587,665
**	CAPITAL PROJECTS FUND	1,279,652	1,342,296	1,337,241	4,409,867	1,004,961	1,587,665
***	CAPITAL PROJECTS FUND	1,279,652	1,342,296	1,337,241	4,409,867	1,004,961	1,587,665
****	CAPITAL PROJECTS FUND	1,279,652	1,342,296	1,337,241	4,409,867	1,004,961	1,587,665

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
PUBLIC WORKS							
PUBLIC WORKS							
301-4300-541.31-13	OTHER PROF. SERVICES	1,980	65,053	0	125,452	19,503	0
301-4300-541.31-63	PROJECT PROFESSIONAL SERV	0	0	0	100,000	0	0
301-4300-541.44-13	FLEET FINANCING	74,722	90,064	113,089	113,089	94,241	122,315
LEVEL 6	TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 122,315 122,315	
301-4300-541.46-00	REPAIR & MAINT. SERVICES	3,402	3,402	3,402	3,600	3,600	3,600
LEVEL 6	TEXT OMI001 OAK STREET RR CROSSING SIGNAL MAINT FY19 OMI002 CHARLES ST RR CROSSING SIGNAL MAINT FY19					TEXT AMT 1,800 1,800 3,600	
301-4300-541.46-03	TRAFFIC SIGNAL MAINT	8,928	0	0	26,072	0	0
301-4300-541.46-10	GENERAL EQUIP MAINT	0	0	0	5,500	0	0
301-4300-541.49-20	EQUIP & OTHER NON-CAPITAL	0	4,195	6,750	6,552	5,448	6,750
LEVEL 6	TEXT *BARRICADES WITH SOLAR LIGHTS- QUANTITY (40) *TRAFFIC CONES- \$35/EACH, QUANTITY (50)					TEXT AMT 5,000 1,750 6,750	
301-4300-541.53-63	PROJECT RD MATERIAL/SUPP	230,373	350,400	410,000	654,510	504,852	365,000
LEVEL 6	TEXT OMI007 SIDEWALK REPAIR IMI002 STRIPING PROGRAM IMI001 SIGNAGE IMI006 GUARDRAIL RENEWAL PROGRAM					TEXT AMT 300,000 25,000 15,000 25,000 365,000	

* OPERATING EXPENSE		319,405	513,114	533,241	1,034,775	627,644	497,665
301-4300-541.63-97	PROJ CAPITAL OUTLAY	1,100,177	447,628	804,000	2,771,894	803,130	1,090,000
LEVEL 6	TEXT * PLACEHOLDER FOR FY19 CIP PROJECTS* 04-24-18 ***** UNRESTRICTED GAS TAX PROJECTS: CURB&GUARD RAIL REPLACEMENT - \$237K SCHOOL CROSSING/INTERSECTION SAFETY - \$43K ***** RESTRICTED GAS TAX PROJECTS:					TEXT AMT 1,090,000	

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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 PROPOSED3
WB DUNLAWTON AVE RIGHT TURN LN AT CITY CTR-\$2K EB DUNLAWTON AVE RIGHT TURN LN AT CLYDE M-\$8K FY19 ROAD PROGRAM - \$800K							
						1,090,000	
301-4300-541.64-00	MACH & EQUIPMENT	10,268	0	0	34,897	34,896	0
301-4300-541.64-15	ADP EQUIPMENT	0	10,699	0	9,301	8,651	0
* CAPITAL OUTLAY		1,110,445	458,327	804,000	2,816,092	846,677	1,090,000
** PUBLIC WORKS		1,429,850	971,441	1,337,241	3,850,867	1,474,321	1,587,665

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	PUBLIC WORKS-GRANT EXP						
301-4310-541.63-97	PROJ CAPITAL OUTLAY	0	0	0	559,000	0	0
*	CAPITAL OUTLAY	0	0	0	559,000	0	0
**	PUBLIC WORKS-GRANT EXP	0	0	0	559,000	0	0
***	PUBLIC WORKS	1,429,850	971,441	1,337,241	4,409,867	1,474,321	1,587,665
****	CAPITAL PROJECTS FUND	1,429,850	971,441	1,337,241	4,409,867	1,474,321	1,587,665

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
FIRE IMPACT FEE FUND							
311-0000-324.11-00	RESIDENTIAL PUBLIC SAFETY	21,870	48,060	25,000	25,000	66,690	234,900
	LEVEL 6 TEXT BASED ON SCHEDULE PROVIDED BY CD 7/16/18					TEXT AMT 234,900 234,900	
311-0000-324.12-00	COMMERCIAL PUBLIC SAFETY	16,599	105,062	25,000	25,000	59,300	11,288
	LEVEL 6 TEXT BASED ON SCHEDULE PROVIDED BY CD 7/16/18					TEXT AMT 11,288 11,288	
311-0000-361.10-00	INTEREST EARNINGS-INVESTM	2,859	2,245	500	500	4,782	3,000
*		41,328	155,367	50,500	50,500	130,772	249,188
**	FIRE IMPACT FEE FUND	41,328	155,367	50,500	50,500	130,772	249,188
***	FIRE IMPACT FEE FUND	41,328	155,367	50,500	50,500	130,772	249,188
****	FIRE IMPACT FEE FUND	41,328	155,367	50,500	50,500	130,772	249,188

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
FIRE SERVICES							
FIRE SERVICES							
311-3100-522.49-90	ADMIN SERVICE FEES	769	3,062	1,000	1,000	833	1,000
*	OPERATING EXPENSE	769	3,062	1,000	1,000	833	1,000
311-3100-522.64-00	MACH & EQUIPMENT	0	0	0	0	0	225,000
	LEVEL 6	TEXT PLACEHOLDER FOR FY19 CIP PROJECTS: TRAINING FACILITY/TOWER - \$75K AERIAL QUINT - \$75K ***** MOVE FRO 001-3100-522-64-00 08-29-18				TEXT AMT 150,000	
						75,000	225,000
*	CAPITAL OUTLAY	0	0	0	0	0	225,000
311-3100-522.99-10	CONTINGENCY	0	0	49,500	49,500	0	23,188
	LEVEL 6	TEXT CONTINGENCY FOR PROJECTS ***** REDUCE CONTINGECY FOR TRANSPORT UNIT				TEXT AMT 98,188	
						75,000-	23,188
*	NON-OPERATING EXPENSE	0	0	49,500	49,500	0	23,188
**	FIRE SERVICES	769	3,062	50,500	50,500	833	249,188
***	FIRE SERVICES	769	3,062	50,500	50,500	833	249,188
****	FIRE IMPACT FEE FUND	769	3,062	50,500	50,500	833	249,188

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
TRANSPORTATION IMPACT FEE							
312-0000-324.31-00	RESIDENTIAL TRANSPORTATIO	48,497	283,289	70,000	70,000	98,219	70,000
312-0000-324.32-00	COMMERCIAL TRANSPORTATION	267,641	105,324	70,000	70,000	64,188	70,000
312-0000-334.49-12	FDOT LAP 43007913801	13-	0	0	0	0	0
312-0000-334.49-13	FDOT LAP 4300791586801	244	0	0	0	0	0
312-0000-334.49-14	FDOT LAP 433666-1-58/6801	237,320	2,145	0	0	0	0
312-0000-334.49-15	FDOT LAP 43550013801	60,418	15,820	0	0	0	0
312-0000-334.49-16	FDOT LAP 435536-1-38-01	6,383	46,147	0	0	0	0
312-0000-334.49-19	FDOT LAP 435539-1-38-01	0	47,812	0	15,243	0	0
312-0000-334.49-20	FDOT LAP 4355001-58/68-01	0	0	0	350,000	24,523	0
312-0000-334.49-21	FDOT LAP 4355361-58/68-01	0	0	0	317,803	41,871	0
312-0000-361.10-00	INTEREST EARNINGS-INVESTM	9,017	6,964	5,000	5,000	16,382	5,000
312-0000-389.10-00	APPROPRIATED FUND BAL	0	0	0	391,418	0	0
-----		-----	-----	-----	-----	-----	-----
*		629,507	507,501	145,000	1,219,464	245,183	145,000
-----		-----	-----	-----	-----	-----	-----
**	TRANSPORTATION IMPACT FEE	629,507	507,501	145,000	1,219,464	245,183	145,000
-----		-----	-----	-----	-----	-----	-----
***	TRANSPORTATION IMPACT FEE	629,507	507,501	145,000	1,219,464	245,183	145,000
-----		-----	-----	-----	-----	-----	-----
****	TRANSPORTATION IMPACT FEE	629,507	507,501	145,000	1,219,464	245,183	145,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
PUBLIC WORKS							
PUBLIC WORKS							
312-4300-541.31-63	PROJECT PROFESSIONAL SERV	0	0	0	4,347	0	0
312-4300-541.49-90	ADMIN SERVICE FEES	6,323	7,772	2,800	2,800	2,333	2,800
		-----	-----	-----	-----	-----	-----
*	OPERATING EXPENSE	6,323	7,772	2,800	7,147	2,333	2,800
312-4300-541.63-97	PROJ CAPITAL OUTLAY	27,039	33,677	94,000	483,055	131,164	13,000
		-----	-----	-----	-----	-----	-----
6	LEVEL	TEXT				TEXT	AMT
		PLACEHOLDER FOR FY19 CIP PROJECTS 04-23-18 NT					13,000
		MADELINE AVENUE(WEST) SIDEWALK - \$2,000					
		TAYLOR RD/WILLIAMSON INTERSECTION - \$1,000					
		SIDEWALK GAP PROJECT - \$8,000					
		TAYLOR RD/CLYDE MORRIS BLVD INTERS STUDY-\$2,000					
							13,000
		-----	-----	-----	-----	-----	-----
*	CAPITAL OUTLAY	27,039	33,677	94,000	483,055	131,164	13,000
312-4300-541.99-10	CONTINGENCY	0	0	48,200	46,216	0	129,200
		-----	-----	-----	-----	-----	-----
*	NON-OPERATING EXPENSE	0	0	48,200	46,216	0	129,200
		-----	-----	-----	-----	-----	-----
**	PUBLIC WORKS	33,362	41,449	145,000	536,418	133,497	145,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	PUBLIC WORKS-GRANT EXP						
312-4310-541.63-97	PROJ CAPITAL OUTLAY	302,051	109,762	0	683,046	522,997	0
*	CAPITAL OUTLAY	302,051	109,762	0	683,046	522,997	0
**	PUBLIC WORKS-GRANT EXP	302,051	109,762	0	683,046	522,997	0
***	PUBLIC WORKS	335,413	151,211	145,000	1,219,464	656,494	145,000
****	TRANSPORTATION IMPACT FEE	335,413	151,211	145,000	1,219,464	656,494	145,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER ACCOUNT DESCRIPTION		FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
GENERAL CAPITAL FUND							
317-0000-334.49-17	FDOT JPA 43785415801	0	0	0	850,000	0	0
317-0000-334.49-18	FDOT JPA 43785815801	0	90,720	0	409,280	0	0
317-0000-334.69-05	VOP017-122E CausewayDocks	0	0	0	250,000	250,000	0
317-0000-334.69-06	VOP017-123E NorthCswyDock	0	0	0	200,000	0	0
317-0000-337.20-00	PUBLIC SAFETY	0	0	0	800,000	0	0
317-0000-337.70-08	ECHO CORACI PHASE IV	0	42,011	0	790	10,289	0
317-0000-337.70-09	ECHO 15-09 TRAIN DEPOT	72,699	526	0	0	0	0
317-0000-361.10-00	INTEREST EARNINGS-INVESTM	7,232	11,036	2,500	2,500	27,480	2,500
317-0000-381.16-00	TRANSFER FROM 001	1,800,000	2,482,000	700,000	849,522	849,522	200,000
LEVEL 6 TEXT							
6 BASED ON DRAFT I OF THE FY19-FY24 CIP NO TRANSFER							
FROM GENERAL FUND IS CURRENTLY PROJECTED.							
04-24-18 NT							

TRANSFER TO FUND THE FOLLOWING CAPITAL PROJECTS:							
ADA TRANSITION PLAN - \$200K						200,000	
						200,000	
317-0000-381.50-00	TRANSFER FROM 508 FUND	0	0	0	390,953	0	0
317-0000-381.56-00	TRANSFER FROM 506	0	0	0	31,700	31,700	0
317-0000-381.78-00	TRANSFER FROM 505 FUND	0	0	0	22,000	22,000	0
317-0000-389.10-00	APPROPRIATED FUND BAL	0	0	0	3,929,661	0	0
*		1,879,931	2,626,293	702,500	7,736,406	1,190,991	202,500
** GENERAL CAPITAL FUND		1,879,931	2,626,293	702,500	7,736,406	1,190,991	202,500
*** GENERAL CAPITAL FUND		1,879,931	2,626,293	702,500	7,736,406	1,190,991	202,500
**** GENERAL CAPITAL FUND		1,879,931	2,626,293	702,500	7,736,406	1,190,991	202,500

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
NON DEPARTMENTAL							
NON DEPARTMENTAL							
317-1000-519.49-20	EQUIP & OTHER NON-CAPITAL	0	0	0	20,000	19,687	0
*	OPERATING EXPENSE	0	0	0	20,000	19,687	0
317-1000-519.61-00	LAND	152,087	0	0	0	0	0
317-1000-519.62-00	BUILDINGS AND IMP. TO	0	62,583	0	2,331,068	2,171,731	0
317-1000-519.63-97	PROJ CAPITAL OUTLAY	339,853	1,095,457	655,000	2,653,208	1,347,111	200,000
LEVEL 6	TEXT BASED ON DRAFT I OF THE FY19-FY24 CIP ALL PROJECTS ARE CURRENTLY UNFUNDED. 04-24-18 NT ***** FY19 CIP PROJECTS: ADA TRANSITION PLAN 07-17-18 NT	TEXT AMT					
		200,000					
		200,000					
317-1000-519.64-00	MACH & EQUIPMENT	1,250	1,424	27,000	192,811	192,811	0
317-1000-519.64-15	ADP EQUIPMENT	37,862	0	0	0	0	0
*	CAPITAL OUTLAY	531,052	1,159,464	682,000	5,177,087	3,711,653	200,000
317-1000-581.91-22	TRANSFER TO 001	32,000	0	0	0	0	0
317-1000-581.91-64	TRANSFER TO 103 FUND	0	5,000	0	0	0	0
*	TRANSFERS	32,000	5,000	0	0	0	0
317-1000-519.99-10	CONTINGENCY	0	0	0	30,039	0	2,500
317-1000-580.99-10	CONTINGENCY	0	0	20,500	0	0	0
*	NON-OPERATING EXPENSE	0	0	20,500	30,039	0	2,500
**	NON DEPARTMENTAL	563,052	1,164,464	702,500	5,227,126	3,731,340	202,500

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
GRANT ACTIVITY							
317-1010-519.63-97	PROJ CAPITAL OUTLAY	0	100,800	0	2,509,280	446,007	0
*	CAPITAL OUTLAY	0	100,800	0	2,509,280	446,007	0
**	GRANT ACTIVITY	0	100,800	0	2,509,280	446,007	0
***	NON DEPARTMENTAL	563,052	1,265,264	702,500	7,736,406	4,177,347	202,500
****	GENERAL CAPITAL FUND	563,052	1,265,264	702,500	7,736,406	4,177,347	202,500

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
W&S O&M REVENUE FUND							
401-0000-331.51-16	HURRICANE MATTHEW	0	54,361	0	0	0	0
401-0000-334.51-16	HURRICANE MATTHEW	0	9,060	0	0	0	0
401-0000-343.31-00	WATER SALES	11,602,720	11,523,925	10,600,000	11,600,000	9,590,547	11,713,586
LEVEL 6	TEXT ESTIMATED REVENUE BASED ON HISTORICAL TREND (CLB 7/19/18)					TEXT AMT 11,713,586	
						11,713,586	
401-0000-343.33-00	WATER ENGERY ADJ CHARGE	2,535-	6-	0	0	845-	0
401-0000-343.34-00	HYDRANT RENTAL	46,423	45,885	46,010	46,010	44,739	46,010
LEVEL 6	TEXT INSIDE RT (UT @ 121 X \$9 X 12 MOS) DBS HYDR RENTAL (VIA AR @ 85 X \$135/YR) VC HYDR RENTAL (VIA AR @ 159 X \$135/YR) REMAIN FLAT FOR FY 19 *****NOTES: **RATE RESO 14-82 INSIDE RT @ \$9.00/MO OUTSIDE RT @ \$11.25/MO					TEXT AMT 13,070 11,475 21,465	
						46,010	
401-0000-343.51-00	SEWER SERVICE	10,597,868	10,582,904	10,100,000	10,100,000	9,197,060	10,699,267
LEVEL 6	TEXT ESTIMATED REVENUE BASED ON HISTORICAL TREND (CLB 7/19/18)					TEXT AMT 10,699,267	
						10,699,267	
401-0000-343.52-00	RECLAIMED WATER	1,381,212	1,394,255	1,300,000	1,300,000	1,136,294	1,438,539
LEVEL 6	TEXT ESTIMATED REVENUE BASED ON HISTORICAL TREND (CLB 7/19/18)					TEXT AMT 1,438,539	
						1,438,539	
401-0000-343.53-00	RECLAIMED BACKFLOW FEE	253,763	254,766	251,590	251,590	224,989	271,961
LEVEL 6	TEXT ESTIMATED REVENUE BASED ON HISTORICAL TREND ***NOTES*** * RATE RESO #14-82 OF \$2.92 EFF DT 04/01/15 * OLD RATE RESO #13-41 OF \$1.70					TEXT AMT 271,961	
						271,961	
401-0000-343.54-00	DAYT BCH SHORES SEWER	1,162,737	1,114,257	1,106,424	1,106,424	919,062	1,124,724

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
	LEVEL 6 TEXT ESTIMATED REVENUE BASED ON HISTORICAL TREND (CLB 7/19/18)					TEXT AMT	
	RATE RESO 14-82:USAGE @ \$3.46/TGALS 07/22/16 LB					1,124,724	
						1,124,724	
401-0000-343.58-00	SW SERVICE PONCE INLET	953,990	973,458	877,100	877,100	819,871	990,020
	LEVEL 6 TEXT ESTIMATED REVENUE BASED ON HISTORICAL TREND (CLB 7/19/18)					TEXT AMT	
	NOTES					990,020	
	RATE RESO 14-82: \$50/MO + \$4.24/TGALS 07/22/16 LB						
	INTERLOCAL AGREEMENT FOR SW SVCS EXP DT 05/12/2016						
						990,020	
401-0000-343.59-00	SEWER ENERGY ADJ CHARGE	2,597-	7-	0	0	906-	0
401-0000-343.63-00	SEWER CONNECT	13,380	15,018	29,800	29,800	37,033	32,028
	LEVEL 6 TEXT ESTIMATED REVENUE BASED ON HISTORICAL TREND (CLB 7/19/18)					TEXT AMT	
						32,028	
401-0000-343.64-00	RECLAIMED WATER CONNECT	60,547	88,136	56,200	56,200	101,420	96,694
	LEVEL 6 TEXT ESTIMATED REVENUE BASED ON HISTORICAL TREND (CLB 7/19/18)					TEXT AMT	
						96,694	
						96,694	
401-0000-343.65-00	WATER CONNECTION	101,633	238,776	90,000	90,000	207,516	190,384
	LEVEL 6 TEXT ESTIMATED REVENUE BASED ON HISTORICAL TREND (CLB 7/19/18)					TEXT AMT	
						190,384	
						190,384	
401-0000-343.66-00	SERVICE CHARGE/ LATE FEE	561,061	599,898	400,000	400,000	466,534	558,721
	LEVEL 6 TEXT ESTIMATED REVENUE BASED ON HISTORICAL TREND (CLB 7/19/18)					TEXT AMT	
						558,721	
						558,721	
401-0000-349.12-00	ENGINEERING FEES	0	0	1,100	1,100	0	0
401-0000-361.10-00	INTEREST EARNINGS-INVESTM	105,720	69,133	74,448	74,448	163,588	92,445

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	LEVEL 6 TEXT					TEXT AMT	
	ESTIMATED REVENUES BASED ON HISTORICAL TREND (CLB 7/19/18)					92,445	
						92,445	
401-0000-364.49-00	GAIN/(LOSS) ON SALE F/A	0	971-	0	0	0	0
401-0000-365.10-00	SCRAP SALES	61,661	69,833	20,000	20,000	32,158	20,000
	LEVEL 6 TEXT					TEXT AMT	
	FLAT BUDGET FOR FY19 (CLB 7/19/18)					20,000	
						20,000	
401-0000-369.90-00	MISC REVENUE	43,210	44,127	15,153	15,153	31,301	25,000
	LEVEL 6 TEXT					TEXT AMT	
	ESTIMATED REVENUE BASED ON HISTORICAL TREND (CLB 7/19/18)					25,000	
						25,000	
401-0000-369.90-02	CASH OVER/SHORT	4	4-	0	0	40	0
401-0000-381.11-00	TRANSFER FROM 421 FUND	0	542,609	0	0	0	0
401-0000-389.10-00	APPROPRIATED FUND BAL	0	0	1,947,541	4,681,386	0	383,660
	LEVEL 6 TEXT					TEXT AMT	
	TO BALANCE FUND 7/20/18 ***					372,304	
	UPDATED 8/1/18 TO BALANCE FUND ***					18,497	
	UPDATED 8/6/18 TO BALANCE FUND ***					175,000-	
	UPDATED 8/14/18 TO BALANCE FUND ***					155,757	
	UPDATED TO BALANCE FUND 8/24/18					12,102	
						383,660	
401-0000-389.80-10	DEVELOPER SW CONTRIBUTION	93,920	475,562	0	0	0	0
401-0000-389.80-11	DEVELOPER WA CONTRIBUTION	180,243	699,741	0	0	0	0
401-0000-399.10-32	FRM 402 WS DEBT SERVICE	2,657,052	0	0	0	0	0
401-0000-399.10-35	FRM 417 WS 2003 DEBT SERV	5,985,000	4,039	0	0	0	0
401-0000-399.10-36	FRM 418 SRLF DEBT SERVICE	1,309,289	2,152,248	0	0	0	0
*		37,166,301	30,951,003	26,915,366	30,649,211	22,970,401	27,683,039
**	W&S O&M REVENUE FUND	37,166,301	30,951,003	26,915,366	30,649,211	22,970,401	27,683,039

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
							459
401-0100-536.26-00	OPEB / EAP BENEFIT	351	355	490	490	363	490
	LEVEL 6 TEXT CURRENT STAFF					TEXT AMT	490 490
-----		517,845	544,959	633,053	629,153	509,876	655,927
*	PERSONNEL SERVICES						
401-0100-536.31-13	OTHER PROF. SERVICES	77	2,069	0	3,000	3,000	0
401-0100-536.31-16	AUDIT FEE	20,865	22,000	22,000	22,000	22,000	22,400
	LEVEL 6 TEXT					TEXT AMT	22,400
	40% OF ANNUAL AUDIT FEE OF \$56,000 *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 -----						22,400
401-0100-536.34-14	CONTRACT SERVICES OTHER	7,419	2,501	8,752	5,252	3,241	4,300
	LEVEL 6 TEXT					TEXT AMT	200
	COLLECTION SERV.FEES- TRANSWORLD BRINKS DEPOSIT PICK UP SERVICES (\$300X12 MONTHS) PLUS EXTRA COSTS FOR OVER DEP LIMIT GUARDIAN SECURITY MONITORING, MISC MAINTENANCE IF REQUIRED						3,600 500 4,300
401-0100-536.34-15	TEMP HELP SERVICE FEE	0	3,182	0	5,150	4,679	0
401-0100-536.40-00	TRAVEL PER DIEM	0	0	1,000	1,000	0	1,000
	LEVEL 6 TEXT					TEXT AMT	1,000 1,000
	MISCELLANEOUS TRAVEL FOR EMPLOYEE TRAINING						
401-0100-536.40-10	EMPLOYEE TRAINING	1,457	1,155	2,500	2,500	1,089	2,500
	LEVEL 6 TEXT					TEXT AMT	2,500 2,500
	CUSTOMER SERVICE TRAINING FOR 13 EMPLOYEES@ \$208EA						

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
401-0100-536.41-00	COMMUNICATION SERVICES	5,642	990	4,800	4,800	522	4,800
	LEVEL 6 TEXT					TEXT AMT	
	BHN AND TW MONTHLY PHONE CHARGES \$400 PER MONTH					4,800	4,800
401-0100-536.44-10	EQUIP/OTHER RENTAL/LEASE	1,469	1,903	1,500	1,500	1,500	0
401-0100-536.44-13	FLEET CHARGES	23,327	20,171	20,171	20,171	16,809	10,086
	LEVEL 6 TEXT					TEXT AMT	
	FLEET FINANCE AS OF 06-18-18 NT					10,086	10,086
401-0100-536.46-10	GENERAL EQUIP MAINT	3,426	2,445	4,330	4,330	4,035	4,330
	LEVEL 6 TEXT					TEXT AMT	
	CREDITRON SCANNING MACHINE HARDWARE MAINTENANCE					830	
	MISC SAFE REPAIRS/SERVICES					1,500	
	OTHER MISC REPAIRS/DRIVE THRU ETC.					2,000	
						4,330	
401-0100-536.46-16	BUILDING MAINT	13,890	0	0	0	0	0
401-0100-536.46-36	SOFTWARE MAINTENANCE	12,493	12,148	12,900	12,150	12,148	12,900
	LEVEL 6 TEXT					TEXT AMT	
	CREDITRON SCANNING MACHINE SOFTWARE MAINTENANCE					12,900	
						12,900	
401-0100-536.47-00	PRINTING AND BINDING	30,483	37,773	40,380	40,380	37,823	40,380
	LEVEL 6 TEXT					TEXT AMT	
	PRINT/PRODUCE UTILITY BILLS - INFOSEND					36,000	
	(THIS IS BASED ON \$3000 PER MONTH)(WAS IN 31-13)						
	EXTENSION FORMS - 4,000						380
	AFTER HOURS CONNECT						200
	YARD/GARAGE SALE PERMITS - 1,500						500
	ANIMAL LICENSES - 500						200
	ACTUAL ANIMAL DOG/CAT METAL TAG TS - 500						150
	BALANCE SHEET / MISC ADJUSTMENT NUMBERED FORMS						200
	PRE-NUMBERED ADJUSTMENT FORMS -10,000						500
	TAGS BLUE 2,000						150
	BUSINESS CARDS						100
	PROFESSIONAL PRINT- UTILITIES BROCHURE					2,000	
						40,380	
401-0100-536.49-04	OTHER CHARGES FOR SERVICE	21,361	21,528	21,917	21,917	21,917	22,312
	LEVEL 6 TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
6	2019 COST FOR TOWN OF PONCE BILLING- THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN PONCE AND THE CITY OF PORT ORANGE DATED 4/18/17						22,312
							22,312
401-0100-536.49-14	FURN & FIXTURE NON-CAP	0	0	2,500	2,500	2,404	2,500
LEVEL 6	TEXT TO REPLACE WORKSTATIONS AND CHAIRS IN CS					TEXT AMT 2,500 2,500	
401-0100-536.49-16	COMPUTER HARDWARE	0	1,380	800	4,150	2,990	0
401-0100-536.49-19	TAXES, LICENSES, AND FEES	173,004	195,611	184,040	184,040	198,178	224,040
LEVEL 6	TEXT SUNGARD PAYMENT FEES -(CLICK2GOV WEB PAYMENTS) SUNGARD PAYMENT FEES - ADD'L TO COVER INCREASE OF \$0.04 PER TRANSACTION (ORIGINALLY IN 31-13-MVD TO HERE/NOT NEW BUDGET) CREDIT CARD FEES - AMERICAN EXPRESS, DISCOVER, MERCHANT FEES, ETC. (AVERAGING APPROX. \$14,670/MONTH) ***** NOTE: THE CREDIT CARD FEES, ETC. HAD PREVIOUSLY BEEN CHARGED TO 401-0300-536-49-19 AND WERE MOVED HERE IN FY16. ***** *** ADDITIONAL FUNDS FOR CREDIT CARD MERCHANT FEES BASED ON FY18 FORECASTED EXP					TEXT AMT 4,000 4,000 176,040 40,000 224,040	
401-0100-536.49-20	EQUIP & OTHER NON-CAPITAL	2,357	163	700	700	340	2,100
LEVEL 6	TEXT CASH RECEIPT PRINTERS- 3 @ \$550 FRONT COUNTER CREDIT CARD MACHINE 3 @ \$150					TEXT AMT 1,650 450 2,100	
401-0100-536.49-66	TFR TO 506 BLDG MAINT FD	32,633	36,987	31,796	31,796	26,497	35,505
LEVEL 6	TEXT UPDATED FOR FY19					TEXT AMT 35,505 35,505	
401-0100-536.51-00	OFFICE SUPPLIES	7,266	4,641	5,000	5,000	3,552	5,000
LEVEL	TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
6	MISC OFFICE SUPPLIES						5,000 5,000
401-0100-536.52-00	OTHER OPERATING SUPPLIES	2,970	2,057	2,000	2,000	325	1,000
LEVEL 6	TEXT PRINTER INK & TONER AND MISCELLANEOUS ITEMS					TEXT AMT	1,000 1,000
401-0100-536.52-12	UNIFORMS	0	2	0	0	1	0
401-0100-536.52-15	POSTAL SERVICE	133,254	118,259	146,704	146,704	147,997	146,704
LEVEL 6	TEXT INFOSEND SERVICES- \$11,5917*12 MONTHS BULK MAIL PERMIT LOCK BOX/PO BOX FEE FED EX/CERTIFIED MAILING/POSTAGE MACHINE					TEXT AMT	143,004 200 500 3,000 146,704
*	OPERATING EXPENSE	493,393	486,965	513,790	521,040	511,047	541,857
401-0100-536.99-10	CONTINGENCY	0	0	0	1,318	0	0
*	NON-OPERATING EXPENSE	0	0	0	1,318	0	0
**	CUSTOMER SERVICE	1,011,238	1,031,924	1,146,843	1,151,511	1,020,923	1,197,784
***	CUSTOMER SERVICE	1,011,238	1,031,924	1,146,843	1,151,511	1,020,923	1,197,784

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
401-0200-533.12-00	WATER PRODUCTION 1987 BOND PROJECTS SALARIES & WAGES	635,892	925,519	940,591	937,456	801,441	931,545
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 908,841 22,704 931,545	
401-0200-533.12-11	COMPENSATED ABSENCE	5,151	17,745-	0	0	0	0
401-0200-533.14-00	OVERTIME	55,375	81,439	65,000	65,000	73,319	65,000
	LEVEL 6 TEXT OVERTIME FOR SHIFT COVERAGE AS NEEDED *****					TEXT AMT 65,000 65,000	
401-0200-533.15-10	CERTIFICATION/LICENSES	200	1,400	2,700	2,700	407	2,700
	LEVEL 6 TEXT STATE CERTIFICATIONS AND CDL LICENSE RENEWALS *****					TEXT AMT 2,700 2,700	
401-0200-533.21-00	FICA TAXES	50,239	71,567	76,940	76,940	63,635	76,248
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 74,509 1,739 76,248	
401-0200-533.22-00	RETIREMENT CONTRIBUTIONS	76,440	111,327	115,657	115,657	96,685	124,240
	LEVEL 6 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 120,963 3,277 124,240	
401-0200-533.23-00	HEALTH INSURANCE	83,549	133,047	139,918	139,918	115,612	139,888
	LEVEL 6 TEXT HEALTH DENTAL LIFE WAGE INCREASE LIFE					TEXT AMT 130,663 7,068 2,102 55 139,888	
401-0200-533.24-00	WORKER'S COMPENSATION	9,999	17,797	18,214	18,214	18,003	17,610

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 17,207 403 17,610	
401-0200-533.26-00	EAP BENEFIT	480	709	711	711	604	711
	LEVEL 6 TEXT CURRENT STAFF					TEXT AMT 711 711	
-----		917,325	1,325,060	1,359,731	1,356,596	1,169,706	1,357,942
* PERSONNEL SERVICES							
401-0200-533.31-13	OTHER PROF. SERVICES	38,132	6,004	15,140	15,140	1,409	15,300
	LEVEL 6 TEXT PROFESSIONAL SERVICES DETAIL: A.) VOLUSIA COUNTY HEALTH DEPARTMENT - PERMIT MODIFICATION FEES B.) FLA DEPARTMENT OF HEALTH - TESTING REQ \$70/MONTH = \$840 ANNUAL ESTIMATE C.) BIOLOGICAL CONSULTING CONTRACT - MULTI YEAR TOTAL CONTRACT \$24,600 ANNUAL, AMOUNT IS SPLIT BETWEEN THE WATER PLANT AND THE WATER RECLAMATION FACILITY *****					TEXT AMT 2,000 1,000 12,300 15,300	
401-0200-533.34-11	LANDFILL SERVICES	39,227	38,295	45,000	40,000	40,000	45,000
	LEVEL 6 TEXT ACET RECYCLING CONTRACT FOR LIME SLUDGE REMOVAL *****					TEXT AMT 45,000 45,000	
401-0200-533.34-14	CONTRACT SERVICES OTHER	0	29,805	110,203	101,525	85,599	112,756
	LEVEL 6 TEXT VENDOR CONTRACTS FOR REPAIR/INSTALL SVC: A.) HACH COMPANY- ANNUAL MAINTENANCE B.) GROUND STORAGE TANK INSPECTION C.) DATA FLOW, INC - SOLE SOURCE CONTRACT D.) ECONOMY ELECTRIC - PIGGYBACK AGREEMENT E.) FLAIR INC, - PIGGYBACK AGREEMENT F.) SECURITY SYSTEM MAINTENANCE G.) STEWARTS ELECTRIC - PIGGYBACK AGREEMENT					TEXT AMT 22,256 10,000 10,000 17,500 5,000 8,000 25,000	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	H.) OTHER CONTRACT SERVICES						5,000
	I.) GENERATOR PREVENTATIVE MAINTENANCE						10,000

							112,756
401-0200-533.34-20	MOWING CONTRACT SERVICE	12,480	12,480	12,480	12,480	12,480	0
	LEVEL 6 TEXT					TEXT AMT	
	ALL MOWING HAS BEEN MOVED TO ADMIN SERVICES UNDER 401 0900 536 3420 IN FY2019						

401-0200-533.40-00	TRAVEL PER DIEM	1,646	5,339	5,500	5,500	1,156	5,500
	LEVEL 6 TEXT					TEXT AMT	
	TRAVEL DETAIL:						
	A.) CEU OUT OF TOWN						1,000
	B.) THREE (3) EMPLOYEES TO ATTEND THREE (3) DAY EVENTS @ \$1500 EA						4,500

							5,500
401-0200-533.40-10	EMPLOYEE TRAINING	945	3,705	4,250	4,250	1,173	4,250
	LEVEL 6 TEXT					TEXT AMT	
	EMPLOYEE TRAINING DETAIL:						
	A.) LOCAL TRAINING - DAYTONA STATE COLLEGE CLASSES						2,250
	B.) CERTIFICATION AND TECHNICAL TRAINING CLASSES						2,000

							4,250
401-0200-533.41-00	COMMUNICATION SERVICES	15,618	14,854	15,315	15,315	12,519	15,315
	LEVEL 6 TEXT					TEXT AMT	
	COMMUNICATIONS DETAIL:						
	A.) EJ WARD - GPS BASED ON FY18 ACTUAL OF \$41.70 ESTIMATED ANNUAL \$500.40						505
	B.) AT&T - CELL PHONES & AIR CARDS BASED ON FY18 ACTUAL						2,400
	C.) CENTREX / ST OF FLA DEPT OF MGMT - FAX LINES BASED ON FY18 ACTUAL						2,780
	D.) ST OF FLA DEPT OF MGMT LOCAL AND LONG DISTANCE						100
	E.) SPECTRUM - BUSINESS VIDEO BASED ON FY18 ACTUAL						1,010
	F.) SPECTRUM - BASED ON FY18 ACTUAL						8,520

							15,315
401-0200-533.43-10	ELECTRICAL SERVICES	408,128	418,117	500,000	500,000	382,379	500,000

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
	LEVEL 6 TEXT ELECTRICAL DETAIL: WATER PLANT, WELLS, AND GATES ** NOTE: FY16 TOTAL ACTUAL \$408,128.00 FY17 TOTAL ACTUAL \$418,117.16 FY18 CURRENT MONTHLY AVG \$35,465.66 NO INCREASE REQUEST FOR FY19 *****					TEXT AMT 500,000	
						500,000	
401-0200-533.43-12	WATER/SEWER SERVICES	1,358	1,825	1,080	1,080	903	1,278
	LEVEL 6 TEXT UTILITY BILLS FOR THE FOLLOWING LOCATIONS: #43689-24909 - 4400 WELLFIELD DR (AVG \$50/MTH) #43689-24909 - 4400 WELLFIELD DR (AVG \$40/MTH) #123-11147 - 5837 TRAILWOOD DRIVE (AVE \$16.50/MTH) *****					TEXT AMT 600 480 198 1,278	
401-0200-533.43-14	DRAINAGE	1,980	3,399	4,080	4,080	3,583	3,912
	LEVEL 6 TEXT DRAINAGE CHARGES FOR THE FOLLOWING LOCATION: #43689-24909 - 4400 WELLFIELD DRIVE (\$117.30/MHLY) #43689-24909 - 4400 WELLFIELD DRIVE (\$181.22 MHLY) BASED ON FY18 ACTUAL CHARGES *****					TEXT AMT 1,410 2,502 3,912	
401-0200-533.44-10	EQUIP/OTHER RENTAL/LEASE	15	260	2,060	2,060	845	2,060
	LEVEL 6 TEXT RENTALS & LEASES DETAIL: A.) EMERGENCY EQUIPMENT RENTAL AS NEEDED B.) DOCUMENT TECH - COPIER FEES BASED ON FY18 ACTUAL OF \$15/QTRLY, ESTIMATED ANNUAL \$60 *****					TEXT AMT 2,000 60 2,060	
401-0200-533.44-14	INVENTORY SHORT/OVER	239	20-	0	0	0	0
401-0200-533.45-19	VEHICLE INSURANCE	1,366	1,547	4,327	4,327	3,606	5,143
	LEVEL 6 TEXT VEHICLE & ROLLING STOCK INSURANCE DETAIL: 2 - DUMP TRUCKS 1 - CAR					TEXT AMT 5,143	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	6 - PICKUP TRUCKS						
	1 - BACKHOE						
	** VAN FOR I&C TECH'S IS LISTED UNDER DIV 0400 **						5,143
401-0200-533.46-10	GENERAL EQUIP MAINT	1,963	69,274	124,500	115,892	96,818	124,500
	LEVEL 6						
	TEXT					TEXT	AMT
	GENERAL EQ MAINTENANCE DETAIL:						
	A.) LAB EQUIPMENT REPAIR / MAINTENANCE						2,000
	B.) BARNEY'S PUMP						37,500
	C.) CARL ERIC JOHNSON						5,000
	D.) GENERATOR PREVENTATIVE MAINTENANCE						22,500
	E.) DIGITAL CONTROL COMPANY						2,500
	F.) FLUID CONTROLS						5,000
	G.) MKI (MOSS KELLY INC)						10,000
	H.) RJH TECHNICAL SERVICES						15,000
	I.) TOMCO2						5,000
	J.) WATER TREATMENT & CONTROLS						5,000
	K.) WESTECH ENGINEERING						5,000
	L.) CENTRAL FLORIDA CONTROLS						5,000
	M.) OTHER REPAIRS / MAINTENANCE SERVICES AS NEEDED						5,000

							124,500
401-0200-533.46-11	REGULAR MAINT/INSP EQUIP	846	0	1,000	776	776	1,000
	LEVEL 6						
	TEXT					TEXT	AMT
	MAINTENANCE INSPECTION SERVICES DETAIL:						
	A.) FIRE EXTINGUISHERS						200
	B.) PLANT EQUIPMENT SERVICES						200
	C.) SECURITY SYSTEMS						400
	D.) OFFICE / SHOP EQUIPMENT						200

							1,000
401-0200-533.46-12	VEH MAINT/REPAIR	14,900	28,853	25,000	25,000	19,057	25,000
	LEVEL 6						
	TEXT					TEXT	AMT
	FLEET DETAIL:						
	2 - DUMP TRUCKS						25,000
	1 - CAR						
	6 - PICKUP TRUCKS						
	1 - BACKHOE						
	** VAN FOR THE I&C TECH'S IS UNDER DIV 0400 **						

							25,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
401-0200-533.46-16	BUILDING MAINT	851	2,764	2,000	2,000	332	2,000
	LEVEL 6 TEXT SMALL BUILDING MAINTENANCE REPAIRS AS NEEDED *****					TEXT AMT 2,000 2,000	
401-0200-533.46-18	CONT MAINT/COMM EQUIP	168	0	1,100	0	0	0
	LEVEL 6 TEXT NO LONGER NEEDED AS OF FY19 *****					TEXT AMT	
401-0200-533.46-27	ANNUAL FLEET MAINT CHARGE	0	0	2,915	2,915	2,915	2,915
	LEVEL 6 TEXT ANNUAL FLEET CHARGE TO BE UPDATED BY FINANCE *****					TEXT AMT 2,915 2,915	
401-0200-533.49-01	ADVERTISING	0	0	0	178	178	0
401-0200-533.49-02	COMPUTER SOFTWARE	0	0	345	345	0	0
	LEVEL 6 TEXT SITESECURE - GENETEC SOFTWARE FOR WATER PLANT 23 CAMERA'S @ \$30.00 EACH = \$690.00 ANNUAL SPLIT BETWEEN THE WATER PLANT AND RECLAIMED PLANT THIS AMOUNT IS THE WATER PLANT PORTION ONLY ***** REMOVE PER DISCUSSION AT CM MTG 6/26/18-IT DEPT IS PAYING THIS (TP 6/26/18)					TEXT AMT 345 345-	
401-0200-533.49-16	COMPUTER HARDWARE	1,328	0	0	1,432	1,432	0
401-0200-533.49-19	TAXES, LICENSE, AND FEES	21,000	21,000	21,025	21,025	21,000	21,025
	LEVEL 6 TEXT WATER PLANT ANNUAL OPERATING PERMIT FEES *****					TEXT AMT 21,025 21,025	
401-0200-533.49-20	EQUIP & OTHER NON-CAPITAL	5,656	0	5,000	5,000	4,962	7,000
	LEVEL 6 TEXT REPLACEMENT JOHN DEERE MOWER REPLACEMENT PLASMA CUTTER *****					TEXT AMT 4,500 2,500 7,000	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
401-0200-533.51-00	OFFICE SUPPLIES	412	1,829	2,500	2,500	1,000	2,500
	LEVEL 6 TEXT					TEXT AMT	
	MISC OFFICE SUPPLIES AS NEEDED					2,500	
	*****					2,500	
401-0200-533.52-00	OTHER OPERATING SUPPLIES	16,339	9,950	15,000	15,000	10,413	15,000
	LEVEL 6 TEXT					TEXT AMT	
	MISC OPERATING SUPPLIES (HAND TOOLS, PIPES, FITTINGS, ETC.)					15,000	
	*****					15,000	
401-0200-533.52-10	GAS, DIESEL, OIL, & GREASE	8,801	28,732	40,166	40,166	37,016	41,499
	LEVEL 6 TEXT					TEXT AMT	
	FUEL DETAIL: **UPDATED \$/GAL 6/28/18 TP						
	A.) VEHICLES, ROLLING STOCK, EQUIPMENT					14,999	
	REGULAR FUEL: 2,000 GAL EST @ \$2.50 = \$5,000						
	DIESEL FUEL : 3,333 GAL EST @ \$3.00 = \$9,999						
	B.) GENTRY OIL - EMERGENCY GENERATOR FILL UPS					24,000	
	C.) SPECIALIZED OILS / LUBRICANTS					2,500	
	FLEET DETAIL:						
	2 - DUMP TRUCKS						
	1 - CAR						
	6 - PICKUP TRUCKS						
	1 - BACKHOE						
	** VAN FOR THE I&C TECH'S IS UNDER DIV 0400 **						

						41,499	
401-0200-533.52-11	JANITORIAL SUPPLIES	2,496	1,750	2,000	4,000	1,649	2,000
	LEVEL 6 TEXT					TEXT AMT	
	MISC CLEANING SUPPLIES AS NEEDED					2,000	
	*****					2,000	
401-0200-533.52-12	UNIFORMS	1,489	3,117	3,500	6,635	2,222	5,635
	LEVEL 6 TEXT					TEXT AMT	
	MISC UNIFORMS AS NEEDED (19 EMPL)					2,500	
	BOOT ALLOWANCE PER NAGE AGREEMENT (NEW FY18)					3,135	
	\$165 PER CBU EMPLOYEE						

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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 PROPOSED3
							5,635
401-0200-533.52-16	MEDICAL & LAB SUPPLIES	19,092	23,364	25,000	45,000	29,111	30,000
	LEVEL 6 TEXT					TEXT AMT	
	REQUIRED LAB SUPPLIES, INCREASED IN-HOUSE TESTING						
	INFECTIOUS CONTROL KITS, PURCHASES OF REAGENTS,						
	INDICATORS & STANDARD CALIBRATION CHEMICALS FOR						
	5 APA UNITS, 3 CL17'S AND 1 TURBIDIMETER						
	***** CONTRACTS ON FILE:						
	FISHER SCIENTIFIC						15,000
	HACH COMPANY						15,000

							30,000
401-0200-533.52-18	REP & MAINT SUPPLIES	33,591	59,563	90,000	90,000	64,663	90,000
	LEVEL 6 TEXT					TEXT AMT	
	VENDORS THAT ARE USED FOR REPAIR PARTS AND						90,000
	SUPPLIES TO MAINTAIN EXISTING EQUIPMENT						
	A.) AAA FENCE						
	B.) CONSOLIDATED ELECTRIC DISTRIBUTORS INC						
	C.) DAYTONA BOLT & NUT						
	D.) GRAINGER, INC						
	E.) HOME DEPOT						
	F.) INTERSTATE BATTERY						
	G.) LOWES						
	H.) SUMNER HARDWARE						
	I.) MISC. PUMP AND EQUIPMENT MANUFACTURERS						

							90,000
401-0200-533.52-19	CHEMICALS	502,516	477,247	582,350	582,350	480,074	582,350
	LEVEL 6 TEXT					TEXT AMT	
	A.) LIQ CARBON DIOXIDE						35,000
	B.) LIQ SODIUM HYPOCHLORITE						108,000
	C.) HIGH CALCIUM QUICKLIME						385,000
	D.) HYDROFLUOSILLICIC ACID						18,750
	E.) ANIONIC POLYMER						8,600
	F.) LIQ AMMONIUM SULFITE						27,000

	CONTRACTS ARE CURRENTLY BASED ON APPROVED BUDGET						

							582,350
401-0200-533.54-00	DUES & MEMBERSHIPS	1,120	560	1,000	1,000	560	1,000
	LEVEL 6 TEXT					TEXT AMT	

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6	FWPCOA, FRWA, & SEDA MEMBERSHIPS *****						1,000
							1,000
401-0200-533.54-01	BOOKS & SUBSCRIPTIONS	0	0	425	425	0	425
LEVEL 6	TEXT TRAINING & SAFETY MATERIALS *****					TEXT AMT	425
							425
* OPERATING EXPENSE		1,153,702	1,263,613	1,664,261	1,667,396	1,319,830	1,664,363
401-0200-533.63-97	PROJ CAPITAL OUTLAY	0	0	50,000	50,000	0	50,000
LEVEL 6	TEXT FY19 CIP: WATER SUPPLY WELLS WWW002 (NT 04-24-18) *****					TEXT AMT	50,000
							50,000
401-0200-533.63-99	FIXED ASSET TRANSFERS	0	5,225-	0	0	0	0
401-0200-533.64-00	MACH & EQUIPMENT	0	5,225	0	0	0	0
LEVEL 6	TEXT NO REQUEST IN FY18					TEXT AMT	
* CAPITAL OUTLAY		0	0	50,000	50,000	0	50,000
** 1987 BOND PROJECTS		2,071,027	2,588,673	3,073,992	3,073,992	2,489,536	3,072,305
*** WATER PRODUCTION		2,071,027	2,588,673	3,073,992	3,073,992	2,489,536	3,072,305

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FOR FISCAL YEAR 2019

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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 PROPOSED3
NON DEPARTMENTAL BOND PROJECTS							
401-0300-536.22-99	NON CASH GASB 68 EXPENSE	80,574-	93,047	0	0	0	0
401-0300-536.26-01	OPEB	97,018	85,810	0	0	0	0
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*	PERSONNEL SERVICES	16,444	178,857	0	0	0	0
401-0300-536.44-13	FLEET CHARGES	4,207	4,207	2,104	2,104	1,753	0
LEVEL 6	TEXT NAVILINE UTILITY IMAGING INTERFACE ***** FLEET/EQIP FINANCE AS OF 06-18-18 NT					TEXT AMT 2,104 2,104-	
401-0300-536.49-19	TAXES, LICENSES, AND FEES	0	643	0	0	0	0
LEVEL 6	TEXT *BEGINNING IN FY16, THESE COSTS WERE MOVED TO ACCOUNT 401-0100-536-49-19 CUSTOMER SRVC. DIV. (CREDIT CARD FEES AND MERCHANT FEES)					TEXT AMT	
401-0300-536.49-61	DATA PROCESSING 501	410,900	411,417	412,665	412,665	343,888	460,281
LEVEL 6	TEXT UPDATED FOR FY19 *** UPDATED 8/1/18 A LA CARTE GIS SPEC					TEXT AMT 441,784 18,497 460,281	
401-0300-536.49-64	INSURANCE 504	324,994	190,357	205,554	205,554	171,295	298,879
LEVEL 6	TEXT UPDATED FOR FY19					TEXT AMT 298,879 298,879	
401-0300-536.49-90	ADMIN SERVICE FEES	668,593	772,970	802,581	802,581	668,818	894,355
LEVEL 6	TEXT UPDATED FOR FY19					TEXT AMT 894,355 894,355	
401-0300-536.52-07	OBSOLETE INVENTORY	19,687	0	0	0	0	0
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*	OPERATING EXPENSE	1,428,381	1,379,594	1,422,904	1,422,904	1,185,754	1,653,515
401-0300-536.63-97	PROJ CAPITAL OUTLAY	17,052	7,991	0	1,911,599	306,204	500,000
LEVEL	TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
6	* PLACEHOLDER FOR FY19 CIP PROJECTS* 04-24-18 NT WATER SYSTEM REPLACEMENTS-URP001-\$450K UTILITIES MAPPING-MMP001-\$50K						500,000
							500,000
401-0300-536.63-99	FIXED ASSET TRANSFERS	0	3,952-	0	0	0	0
401-0300-536.69-99	FA CAP INTEREST OFFSET	17,052-	4,039-	0	0	0	0
*	CAPITAL OUTLAY	0	0	0	1,911,599	306,204	500,000
401-0300-536.72-10	INTEREST BONDS	6,525-	170,441	0	0	0	0
401-0300-536.72-11	INTEREST INTERNAL LOANS	5,069	0	0	0	0	0
401-0300-536.73-02	AMORTIZATION EXP	142,643	123,733	0	0	0	0
*	DEBT SERVICE	141,187	294,174	0	0	0	0
401-0300-599.96-10	SINKING (402,413,417,418)	4,684,557	3,892,624	4,177,768	4,177,768	3,481,473	4,184,172
LEVEL 6	TEXT TRANSFER TO 417 FOR 2012 W/S DEBT *** UPDATED FOR FY19 ***					TEXT AMT 4,184,172	
							4,184,172
401-0300-599.96-12	TO 418 SRLF DEBT SERVICE	1,574,806	2,604,611	2,604,611	2,604,611	2,170,509	2,604,618
LEVEL 6	TEXT SRF LOAN 3030 SRF LOAN 5080 SRF LOAN 5090 SRF LOAN 513P SRF LOAN 514S					TEXT AMT 295,479 614,277 291,356 914,136 489,370 2,604,618	
401-0300-599.96-13	TO 403 W/S R&R FUND	2,400,000	2,400,000	2,500,000	2,500,000	2,083,333	2,500,000
*	TRANSFERS	8,659,363	8,897,235	9,282,379	9,282,379	7,735,315	9,288,790
401-0300-536.99-02	DEPRECIATION EXPENSE	5,629,144	5,662,058	0	0	0	0
401-0300-536.99-10	CONTINGENCY	0	0	175,000	171,665	0	0
401-0300-536.99-50	COMPRESSION RESERVE	0	0	0	47,000	0	0
*	NON-OPERATING EXPENSE	5,629,144	5,662,058	175,000	218,665	0	0
**	BOND PROJECTS	15,874,519	16,411,918	10,880,283	12,835,547	9,227,273	11,442,305

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
INTER FUND TRANSFERS							
401-0301-581.91-25	IN LIEU OF TAX TRANSFER	1,225,404	1,219,069	1,258,858	1,258,858	1,049,049	1,278,288
	LEVEL 6		TEXT UPDATED FOR FY19			TEXT AMT 1,278,288 1,278,288	
*	TRANSFERS	1,225,404	1,219,069	1,258,858	1,258,858	1,049,049	1,278,288
**	INTER FUND TRANSFERS	1,225,404	1,219,069	1,258,858	1,258,858	1,049,049	1,278,288
***	NON DEPARTMENTAL	17,099,923	17,630,987	12,139,141	14,094,405	10,276,322	12,720,593

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
*WASTEWATER TREATMENT WASTEWATER TREATMENT							
401-0400-535.12-00	SALARIES AND WAGES	613,034	857,144	984,347	980,552	776,934	998,937
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 975,541 23,396 998,937	
401-0400-535.12-11	COMPENSATED ABSENCE	17,421-	19,159-	0	0	0	0
401-0400-535.14-00	OVERTIME	104,253	134,992	100,000	100,000	108,419	100,000
	LEVEL 6 TEXT SHIFT COVERAGE, CALL OUT FOR LIFT STATION MECH *****					TEXT AMT 100,000 100,000	
401-0400-535.15-10	CERTIFICATION/LICENSES	400	1,025	2,500	2,500	584	2,500
	LEVEL 6 TEXT EMPLOYEE CERTIFICATIONS & CDL LICENSE *****					TEXT AMT 2,500 2,500	
401-0400-535.21-00	FICA TAXES	50,644	69,346	82,962	82,962	62,273	84,080
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 82,294 1,786 84,080	
401-0400-535.22-00	RETIREMENT CONTRIBUTIONS	87,889	123,401	140,974	140,974	113,983	165,535
	LEVEL 6 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 161,149 4,386 165,535	
401-0400-535.23-00	HEALTH INSURANCE	81,559	139,369	168,955	168,955	129,212	169,002
	LEVEL 6 TEXT HEALTH DENTAL LIFE WAGE INCREASE LIFE					TEXT AMT 158,171 8,556 2,218 57 169,002	
401-0400-535.24-00	WORKER'S COMPENSATION	8,576	13,003	17,530	17,530	13,891	17,317

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 16,964 353 17,317	
401-0400-535.26-00	EAP BENEFIT	472	752	861	861	705	861
	LEVEL 6 TEXT CURRENT STAFF					TEXT AMT 861 861	

*	PERSONNEL SERVICES	929,406	1,319,873	1,498,129	1,494,334	1,206,001	1,538,232
401-0400-535.31-13	OTHER PROF. SERVICES	30,744	20,197	42,300	44,028	22,142	47,300
	LEVEL 6 TEXT PROFESSIONAL SERVICES DETAIL: A.) MISC ENGINEERING REQUEST B.) BIOLOGICAL CONSULTING SERVICES - PERMITTING REQUIREMENTS FOR WELLFIELD, RECLAIM LAKES AND WETLAND MITIGATION C.) BIOLOGICAL CONSULTING SERVICES - DEP PERMIT MONITORING REQUIREMENTS D.) ENGINEERING FEES FOR PERMIT RENEWAL APPLICATION *****					TEXT AMT 5,000 12,300 20,000 10,000 47,300	
401-0400-535.34-11	LANDFILL SERVICES	0	0	475,000	455,000	375,000	489,250
	LEVEL 6 TEXT BIOSOLIDS REMOVAL AND DISPOSAL SHELLEY'S ENVIRONMENTAL CONTRACT ADDITIONAL 3% CPI INCREASE PER CONTRACT *****					TEXT AMT 475,000 14,250 489,250	
401-0400-535.34-14	CONTRACT SERVICES OTHER	481,102	528,242	161,081	160,725	141,949	179,050
	LEVEL 6 TEXT CONTRACT PROFESSIONAL SERVICES DETAIL: A.) CLEAR WATERS LONG LEAF - LAKE MANAGEMENT B.) HACH EQUIPMENT WARRANTY PLUS SERVICE CONTRACT C.) CLEANING 5 MASTER 2 TIMES PER YEAR MOVED FROM CIP TO OPERATING (SSP010)					TEXT AMT 6,050 40,000 50,000	

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ACCOUNTING PERIOD 11/2018

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	D.) GENERATOR PREVENTATIVE MAINTENANCE						25,000
	E.) DATA FLOW SYSTEMS, INC.						10,000
	F.) ECONOMY ELECTRIC						10,000
	H.) FLAIR, INC						5,000
	I.) SECURITY SYSTEM MAINTENANCE AS NEEDED						3,000
	J.) STEWARTS ELECTRIC						25,000
	K.) OTHER CONTRACT SERVICES AS NEEDED						5,000

							179,050
401-0400-535.34-20	MOWING CONTRACT SERVICE	12,480	50,880	50,880	50,880	50,881	0
	LEVEL 6 TEXT					TEXT AMT	
	MOWING CONTRACT HAS BEEN MOVED TO ADMIN						
	UNDER 401 0900 536 3420 IN FY19						

401-0400-535.40-00	TRAVEL PER DIEM	11,223	2,390	5,500	5,500	1,499	3,500
	LEVEL 6 TEXT					TEXT AMT	
	TRAVEL DETAIL:						
	OUT OF TOWN TRAINING EXPENSE						3,500
	(HOTEL, MEALS, ETC,)						

							3,500
401-0400-535.40-10	EMPLOYEE TRAINING	2,665	5,408	5,000	5,000	1,989	5,000
	LEVEL 6 TEXT					TEXT AMT	
	EMPLOYEE TRAINING DETAIL:						
	A.) LOCAL TRAINING @ DAYTONA STATE COLLEGE FOR						2,500
	SAFETY CLASSES, MANAGEMENT SEMINARS, ETC						
	B.) CERTIFICATION AND TECHNICAL TRAINING CLASSES						2,500

							5,000
401-0400-535.41-00	COMMUNICATION SERVICES	7,043	12,822	13,535	13,535	12,598	14,035
	LEVEL 6 TEXT					TEXT AMT	
	COMMUNICATIONS SERVICES DETAIL:						
	A.) EJ WARD - GPS, BASED ON FY17 ACTUAL						920
	B.) AT&T - CELL PHONES AND AIRCARDS, BASED ON						10,500
	FY18 ACTUAL						
	C.) CENTREX / ST OF FL DEPT OF MANAGEMENT						830
	VARIOUS FAX LINES AND LAND LINES FY18 ACTUAL						
	D.) ST OF FL DEPT OF MGMT - LONG AND LOCAL DIST						100
	E.) SPECTRUM - BUSINESS VIDEO, BASED ON FY18						915
	ACTUAL						
	F.) SPECTRUM - CABLE TV, BASED ON FY18 ACTUAL						270

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	G.) AT&T - LIFT STATION SIM CARD COMMUNICATIONS NEW IN FY18						500
							14,035
401-0400-535.43-10	ELECTRICAL SERVICES	713,595	763,583	800,000	800,000	754,903	820,000
	LEVEL 6 TEXT DETAILS AS FOLLOWS:					TEXT AMT	
	* RECLAIMED WATER PLANT (2 METERS)					800,000	
	* CENTRAL LAB						
	* LAB OPERATIONS (RUTH STREET)						
	* WAREHOUSE & METER SHOP						
	* FIELD OPERATIONS SHOP						
	* RECHARGE RESERVOIR PUMP STATION & GST						
	* MEMORIAL, CYPRESS HEAD POND, KEN BURNS, WILLIAMSON BLVD PUMPS						
	* APPROX 106 VARIOUS LIFT STATIONS						
	NOTE: FY16 ACTUAL \$713,595, FY17 ACTUAL \$763,583 2.5% INCREASE						20,000

							820,000
401-0400-535.43-12	WATER/SEWER SERVICES	5,769	4,990	6,349	6,349	4,715	6,349
	LEVEL 6 TEXT UTILITY BILLS FOR THE FOLLOWING LOCATIONS:					TEXT AMT	
	* #21969-20959 825 OAK STREET					1,148	
	* #21967-20958 825 OAK STREET LAB					2,379	
	* #123-39868 RECLAIMED @ 704 DUNLAWTON					561	
	* #123-39869 RECLAIMED @ 539 RUTH ST					561	
	* #133881-38002 RECLAIMED @ 3889 SUNSET COVE					260	

	PONCE INLET WATER BILLS FOR LIFT STATIONS						
	* 4356 SO PENINSULA DRIVE					240	
	* 4369 SO ATLANTIC DRIVE					240	
	* 4668 SO PENINSULA DRIVE (MASTER)					240	
	* ADDITIONAL FUNDING FOR ANY HIGH BILLS DUE TO LEAKS					720	

							6,349
401-0400-535.43-14	DRAINAGE	1,287	1,899	2,280	2,280	2,002	2,185
	LEVEL 6 TEXT DRAINAGE UTILITY BILLS FOR FOLLOWING LOCATION:					TEXT AMT	
	#21969-20959 OAK STREET					2,185	
	BASED ON FY18 ACTUAL						

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							2,185
401-0400-535.44-10	EQUIP/OTHER RENTAL/LEASE	2,755	3,285	5,040	5,040	4,967	5,040
	LEVEL 6 TEXT DETAIL: A.) BRYSON CRANE CONTRACT B.) DOCUMENT TECHNOLOGIES *****					TEXT AMT	5,000 40 5,040
401-0400-535.45-19	VEHICLE INSURANCE	1,739	1,160	3,894	3,894	3,245	5,143
	LEVEL 6 TEXT INSURANCE COVERAGE FOR VEHICLES AND ROLLING STOCK BASED ON FY18 ACTUAL FLEET DETAIL: 4 - TRUCKS W/HEAVY CRANES 4 - TRUCKS W/O CRANES 1 - VAN - INSTRUMENT CONTROL TECH'S ***** 1 - NEW VAN FOR INSTRUMENT CONTROL TECH VEH ***** UPDATED FOR FY19 UPDATED BASED ON INS					TEXT AMT	3,895 605 4,500- 5,143 5,143
401-0400-535.46-10	GENERAL EQUIP MAINT	15,945	126,402	197,500	176,784	171,967	208,000
	LEVEL 6 TEXT VENDORS UNDER CONTRACT FOR EQ MAINT SERVICES: A.) BARNEY'S PUMP B.) CARL ERIC JOHNSON C.) GENERATOR MAINTENANCE D.) DIGITAL CONTROL COMPANY E.) EUTEK / HYDRO INTERNATIONAL F.) FLUID CONTROLS G.) KELLER ANGELLIS DESIGN H.) FJ NUGENT I.) RJH TECHNICAL SERVICES J.) SANDERS COMPANY K.) WATER RESOURCE TECH L.) WATER TREATMENT & CONTROLS M.) XYLEM WATER SOLUTIONS USA N.) DENORA WATER TECH (MOVED FROM 3113) O.) OTHER REPAIRS/MAINTENANCE SERVICES AS NEEDED (BELTS FOR PRESSES, MISC. PARTS) *****					TEXT AMT	50,000 5,000 25,000 10,000 5,000 5,000 25,000 25,000 30,000 3,000 25,000

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						208,000	
401-0400-535.46-11	REGULAR MAINT/INSP EQUIP	44,258	2,019	30,400	29,400	8,331	17,000
	LEVEL 6 TEXT					TEXT AMT	
	MAINTENANCE INSPECTION DETAIL:						
	A.) FIRE EXTINGUISHERS					1,500	
	B.) ANNUAL EQUIPMENT CALIBRATION					8,500	
	C.) MISC. EQUIPMENT TESTING					7,000	

						17,000	
401-0400-535.46-12	VEH MAINT/REPAIR	14,158	24,593	20,000	27,118	27,120	20,000
	LEVEL 6 TEXT					TEXT AMT	
	VEHICLE AND ROLLING STOCK REPAIRS / MAINTENANCE					20,000	
	FLEET DETAIL:						
	4 - TRUCKS W/ HEAVY CRANES						
	4 - TRUCKS NO CRANES						
	1 - VAN (FOR THE INSTRUMENT TECHS)						

						20,000	
401-0400-535.46-16	BUILDING MAINT	0	1,246	1,000	1,000	958	1,000
	LEVEL 6 TEXT					TEXT AMT	
	SMALL BUILDING REPAIRS AS NEEDED					1,000	

						1,000	
401-0400-535.46-18	CONT MAINT/COMM EQUIP	585	0	1,000	0	0	0
	LEVEL 6 TEXT					TEXT AMT	
	NO LONGER NEEDED AS OF FY18						

401-0400-535.46-27	ANNUAL FLEET MAINT CHARGE	0	0	7,951	7,951	7,951	7,951
	LEVEL 6 TEXT					TEXT AMT	
	ANNUAL FLEET MAINTENANCE CHARGES TO BE MODIFIED					7,951	
	BY FINANCE						

						7,951	
401-0400-535.49-01	ADVERTISING	0	30	0	356	355	0
401-0400-535.49-02	COMPUTER SOFTWARE	0	50	345	0	0	0
	LEVEL 6 TEXT					TEXT AMT	
	SITASECURE - GENETEC SOFTWARE FOR RECLAIM PLANT					345	

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	**** 23 CAMERA'S @ \$30.00 EACH = \$690 ANNUAL SPLIT BETWEEN WATER PLANT AND RECLAIMED PLANT **** IN THE PAST THIS WAS FUNDED BY THE IT DEPT BUT HAS BEEN MOVED TO WATER/SEWER DEPARTMENT FOR PROPER FUNDING ***** REMOVE PER DISCUSSION AT CM MTG 6/26/18-IT IS PAYING THIS (TP 6/26/18)						345-
401-0400-535.49-16	COMPUTER HARDWARE	5,758	0	0	8,369	8,286	0
401-0400-535.49-19	TAXES, LICENSE, & FEES	7,000	7,000	7,500	6,625	6,625	7,500
	LEVEL 6 TEXT OPERATING PERMITS & LICENSES DEP ANNUAL PERMIT *****					TEXT AMT 7,500	
						7,500	
401-0400-535.49-20	EQUIP & OTHER NON-CAPITAL	14,990	0	8,100	8,100	3,531	8,100
	LEVEL 6 TEXT COMPOSITE SAMPLER FOR RECHARGE RES OUTFALL ***** REPLACEMENT 1 OF 3 AT THE WRF *****					TEXT AMT 8,100	
						8,100	
401-0400-535.51-00	OFFICE SUPPLIES	3,051	1,794	5,000	5,000	4,543	5,000
	LEVEL 6 TEXT VARIOUS OFFICE SUPPLIES AS NEEDED *****					TEXT AMT 5,000	
						5,000	
401-0400-535.52-00	OTHER OPERATING SUPPLIES	45,029	16,720	30,000	28,396	25,551	30,000
	LEVEL 6 TEXT OPERATING SUPPLIES (HAND TOOLS, NUTS, BOLTS, ETC) ***** UPDATED 6/26/18 TP: CONSUMABLES; INCL HAND CLNR, GLOVES, BATTERIES, SAFETY SUPPLIES (NUTS & BOLTS IN 52-18)					TEXT AMT 30,000	
						30,000	
401-0400-535.52-10	GAS, DIESEL, OIL, & GREASE	7,980	31,343	32,166	52,166	52,419	33,500
	LEVEL TEXT					TEXT AMT	

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6	VEHICLES AND ROLLING STOCK, MISC EQUIPMENT						15,000
	A.) FLEET DETAIL:						
	4 - TRUCKS WITH HEAVY CRANES						
	4 - TRUCKS WITHOUT CRANES						
	1 - VAN (INSTRUMENT CONTROL TECHS)						
	1 - SEMI - YARD DOG						
	REGULAR FUEL: 2,000 GAL @ \$2.50 = \$5,000						
	DIESEL FUEL: 3,333 GAL @ \$3.00 = \$9,999						
	***UPDATED \$/GAL 6/28/18 TP						
	B.) GENTRY OIL - FUEL FOR EMERGENCY GENERATORS						16,000
	C.) SPECIALTIES SYNTHETIC OILS						2,500

							33,500
401-0400-535.52-11	JANITORIAL SUPPLIES	1,535	2,487	3,000	5,000	3,107	3,000
LEVEL 6	TEXT SUPPLIES FOR CLEANING FACILITIES					TEXT AMT	3,000
	*****						3,000
401-0400-535.52-12	UNIFORMS	3,997	4,641	3,500	9,295	7,454	7,295
LEVEL 6	TEXT NEW / REPLACEMENT UNIFORMS FOR 20 EMPLOYEES					TEXT AMT	3,500
	BOOT ALLOWANCE PER NAGE CONTRACT -MOVED FR SALARY						3,795
	*****						7,295
401-0400-535.52-15	POSTAL SERVICE	0	0	0	53	0	0
401-0400-535.52-16	MEDICAL & LAB SUPPLIES	10,611	7,905	20,000	21,500	19,330	20,000
LEVEL 6	TEXT LAB SUPPLIES DETIAL:					TEXT AMT	
	A.) FISHER SCIENTIFIC						10,000
	B.) HACH COMPANY						10,000
	*****						20,000
401-0400-535.52-18	REP & MAINT SUPPLIES	79,352	74,406	70,000	70,000	69,804	90,000
LEVEL 6	TEXT REPAIR AND MAINTENANCE SUPPLIES DETAIL:					TEXT AMT	
	A.) GRAINGER						25,000
	B.) VENDORS THAT ARE USED FOR REPAIR PARTS AND						20,000
	SUPPLIES TO MAINTAIN FACILITY OPERATIONS						
	* AAA FENCE						
	* CONSOLIDATED ELECTRIC DITRIBUTORS INC						

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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 PROPOSED3
	* DAYTONA BOLT & NUT * HD SUPPLY WATERWORKS * HOME DEPOT * INTERSTATE BATTERY * LOWES * SUMNER HARDWARE * WALMART C.) MISC PUMP AND EQUIPMENT MANUFACTURER PARTS D.) MISC TUBING, PIPES, FITTINGS, VALVES, ELECTRICAL RELAYS, ETC. *****						25,000 20,000
						90,000	
401-0400-535.52-19	CHEMICALS	525,914	533,552	765,000	765,000	711,366	765,000
	LEVEL 6 TEXT					TEXT AMT	
	A.) LIQ SODIUM HYPOCHLORITE (\$0.477/GAL)					222,772	
	B.) M POLYALUMINUM (\$0.21/LB)					55,991	
	C.) RECYCLED METHANOL (\$1.15/GAL)						
	D.) EMULSION POLYMER (\$2,346/TOTE)					35,521	
	E.) MAGNESIUM HYDROXIDE SLURRY (\$2.58/GAL)					164,340	
	F.) METHANOL (\$1.65/GAL)					182,160	
	G.) LIQ SODIUM BISULFITE (\$1.489/GAL)					32,636	
	H.) GLYCERIN NEW					71,580	
	***** CONTRACTS ARE BASED ON BUDGET AMOUNT *****						
						765,000	
401-0400-535.54-00	DUES & MEMBERSHIPS	864	330	390	390	0	390
	LEVEL 6 TEXT					TEXT AMT	
	FWPCOA					450	
	***** REDUCE PER DEPT DIRECTOR AT CM MTG 6/26/18					60- 390	
401-0400-535.54-01	BOOKS & SUBSCRIPTIONS	140	199	500	500	0	500
	LEVEL 6 TEXT					TEXT AMT	
	SAFETY TRAINING MATERIALS					500	
	*****					500	
* OPERATING EXPENSE		2,051,569	2,229,573	2,774,211	2,775,234	2,504,588	2,801,088
401-0400-535.63-00	IMP. OTHER THAN BLDGS	9,600	12,800	0	0	0	0

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
401-0400-535.63-97	PROJ CAPITAL OUTLAY	358,545	34,974	697,000	2,038,945	1,053,089	1,130,000
	LEVEL 6 TEXT					TEXT AMT	
	PLACEHOLDER FOR FY19 CIP 04-24-18 NT					1,130,000	
	TELEMETRY INSTRUMENT -MME003-\$180K						
	RECL FACILITY R&R - SSP002-\$200K						
	SEWER SYSTEM REHABILITATION- URH001-\$750K						

						1,130,000	
401-0400-535.63-99	FIXED ASSET TRANSFERS	491,244-	47,774-	0	0	78,700-	0
401-0400-535.64-00	MACH & EQUIPMENT	123,099	10,029	45,000	130,200	130,169	0
	LEVEL 6 TEXT					TEXT AMT	
	NO NEW REQUEST FOR FY19						

401-0400-536.63-99	FIXED ASSET TRANSFERS	0	10,029-	0	0	0	0
*	CAPITAL OUTLAY	0	0	742,000	2,169,145	1,104,558	1,130,000
**	WASTEWATER TREATMENT	2,980,975	3,549,446	5,014,340	6,438,713	4,815,147	5,469,320
***	*WASTEWATER TREATMENT	2,980,975	3,549,446	5,014,340	6,438,713	4,815,147	5,469,320

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
401-0500-536.12-00	METER SHOP METER SHOP SALARIES AND WAGES	342,605	298,918	324,724	323,239	214,398	256,054
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 251,340 4,714 256,054	
401-0500-536.12-11	COMPENSATED ABSENCE	4,880-	4,717-	0	0	0	0
401-0500-536.14-00	OVERTIME	98,045	71,158	75,000	75,000	41,201	15,000
	LEVEL 6 TEXT AFTER HOURS CALL OUTS AND EMERGENCIES ***** NO OVERTIME ALLOCATION FOR ZMI044 IN FY19 *****					TEXT AMT 15,000 15,000	
401-0500-536.15-10	CERTIFICATION/LICENSES	0	0	1,000	1,000	125	1,000
	LEVEL 6 TEXT DISTRIBUTION STATE LICENSE FOR 5 EMPLOYEES *****					TEXT AMT 1,000 1,000	
401-0500-536.21-00	FICA TAXES	31,553	26,921	30,586	30,586	18,966	20,743
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 20,382 361 20,743	
401-0500-536.22-00	RETIREMENT CONTRIBUTIONS	48,503	42,876	45,555	45,555	26,202	33,119
	LEVEL 6 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 32,392 727 33,119	
401-0500-536.23-00	HEALTH INSURANCE	66,971	61,202	65,991	65,991	41,710	58,580
	LEVEL 6 TEXT HEALTH DENTAL LIFE WAGE INCREASE LIFE					TEXT AMT 55,016 2,976 576 12 58,580	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
401-0500-536.24-00	WORKER'S COMPENSATION	5,681	5,304	6,891	6,891	3,791	4,978
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 4,893 85 4,978	
401-0500-536.26-00	OPEB / EAP BENEFIT	382	325	337	337	215	300
	LEVEL 6 TEXT CURRENT STAFF					TEXT AMT 300 300	
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*	PERSONNEL SERVICES	588,860	501,987	550,084	548,599	346,608	389,774
401-0500-536.31-13	OTHER PROF. SERVICES	0	489	0	0	0	0
401-0500-536.34-14	CONTRACT SERVICES OTHER	16,814	62,311	60,600	55,600	43,348	63,700
	LEVEL 6 TEXT CONTRACT PROFESSIONAL SERVICES DETAIL: A.) SENSUS TECH SUPPORT (LICENSE / BILLING FOR LOGIC B.) TOWER MAINTENANCE C.) CUSTOMER NOTIFICATION SOFTWARE SUPPORT AQUAHAWK *****					TEXT AMT 18,000 2,500 43,200 63,700	
401-0500-536.40-00	TRAVEL PER DIEM	0	0	1,500	500	0	1,500
	LEVEL 6 TEXT TRAVEL DETAIL: SENSUS USER CONFERENCE (HOTEL AND MEALS) *****					TEXT AMT 1,500 1,500	
401-0500-536.40-10	EMPLOYEE TRAINING	0	0	1,500	500	0	1,500
	LEVEL 6 TEXT EMPLOYEE TRAINING DETAIL: LOCAL SCHOOL AND STATE LICENSE TRAINING OSHA SAFETY CLASSES CLASSES AT DAYTONA STATE *****					TEXT AMT 500 500 500 1,500	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
401-0500-536.41-00	COMMUNICATION SERVICES	4,855	3,741	4,160	4,160	3,802	4,060
	LEVEL 6 TEXT					TEXT AMT	
	COMMUNICATION SERVICES DETAIL:						
	A.) AT&T MOBILIIY - CELL PHONES & AIRCARDS						3,000
	BASED ON FY17 ACTUAL BILLING						
	B.) EJ WARD - GPS SERVICES						760
	BASED ON FY17 ACTUAL BILLING						
	C.) CENTREX - ST OF FLA DEPT OF MANAGEMENT						300
	FAX LINES AND LAND LINES						
	BASED ON FY17 ACTUAL						

							4,060
401-0500-536.44-10	EQUIP/OTHER RENTAL/LEASE	0	78	40	240	240	100
	LEVEL 6 TEXT					TEXT AMT	
	RENTAL / LEASE DETAIL:						
	DOCUMENT TECHNOLOGY						100
	BASED ON FY18 ACTUAL						

							100
401-0500-536.45-19	VEHICLE INSURANCE	3,353	3,480	3,894	3,894	3,245	5,143
	LEVEL 6 TEXT					TEXT AMT	
	VEHICLE INSURANCE						5,143
	FLEET DETAIL:						
	9 - PICKUP TRUCKS						

							5,143
401-0500-536.46-10	GENERAL EQUIP MAINT	5,545	0	5,000	5,000	818	5,000
	LEVEL 6 TEXT					TEXT AMT	
	MAINTENANCE / REPAIR OF METER READING DEVICES						5,000

							5,000
401-0500-536.46-11	REGULAR MAINT/INSP EQUIP	219	938	1,920	1,920	747	1,920
	LEVEL 6 TEXT					TEXT AMT	
	MAINTENANCE INSPECTION SERVICES:						
	A.) TYCO INTERGRATED						920
	BASED ON FY18 ACTUAL						
	B.) ADDITIONAL INSPECTION SERVICES AS NEEDED						1,000

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
							1,920
401-0500-536.46-12	VEH MAINT/REPAIR	16,487	13,288	8,400	15,900	16,473	8,400
	LEVEL 6 TEXT VEHICLE REPAIR SERVICES FLEET DETAIL: 9 - PICKUP TRUCKS BASED ON FY18 ACTUAL EXPENSE *****					TEXT AMT 8,400	
							8,400
401-0500-536.46-18	CONT MAINT/COMM EQUIP	378	0	500	0	0	0
	LEVEL 6 TEXT NO LONGER USING IN FY19 *****					TEXT AMT	
401-0500-536.46-27	ANNUAL FLEET MAINT CHARGE	0	0	3,445	3,445	3,445	3,445
	LEVEL 6 TEXT ANNUAL FLEET MAINT CHARGES TO BE MODIFIED BY FINANCE *****					TEXT AMT 3,445	
							3,445
401-0500-536.47-00	PRINTING AND BINDING	0	0	500	800	548	1,000
	LEVEL 6 TEXT DOOR TAGS REQUIRED FOR CUSTOMER NOTIFICATIONS AND BUSINESS CARDS FOR STAFF *****					TEXT AMT 1,000	
							1,000
401-0500-536.49-02	COMPUTER SOFTWARE	1,000	39,000	0	0	0	0
401-0500-536.49-20	EQUIP & OTHER NON-CAPITAL	0	2,299	5,000	5,000	0	5,000
	LEVEL 6 TEXT REPLACEMENT OF 2 HAND HELD PROGRAMMERS *****					TEXT AMT 5,000	
							5,000
401-0500-536.49-31	NON-CAP RPLMT MTR INSTALL	43,696	0	0	0	0	0
401-0500-536.49-66	TFR TO 506 BLDG MAINT FD	8,655	9,484	10,442	10,442	8,702	11,317
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 11,317 11,317	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
401-0500-536.51-00	OFFICE SUPPLIES	3,107	2,806	4,000	4,000	3,781	4,000
	LEVEL 6 TEXT PURCHASE OF VARIOUS OFFICE SUPPLIES AS NEEDED *****					TEXT AMT 4,000 4,000	
401-0500-536.52-00	OTHER OPERATING SUPPLIES	10,561	7,949	8,000	8,000	3,442	8,000
	LEVEL 6 TEXT VARIOUS OPERATING SUPPLIES NOT REPLATED TO OFFICE SUPPLIES EXAMPLES: BUG SPRAY, SAFETY EQUIP, GLOVES, HAND TOOLS, PAPER PRODUCTS *****					TEXT AMT 8,000 8,000	
401-0500-536.52-10	GAS, DIESEL, OIL, & GREASE	12,404	13,183	13,500	13,500	10,637	15,000
	LEVEL 6 TEXT VEHICLES REGULAR ONLY: 6,000 GAL @ \$2.50 FLEET DETAIL: 9 - PICKUP TRUCKS ***** **UPDATED \$/GAL 6/28/18 TP					TEXT AMT 15,000 15,000	
401-0500-536.52-12	UNIFORMS	1,089	0	2,000	3,485	578	3,320
	LEVEL 6 TEXT NEW / REPLACEMENT UNIFORMS FOR 10 EMPLOYEES INCLUDING RUBBER BOOTS, RAIN GEAR, ETC. BOOT ALLOWANCE PER NAGE AGREEMENT MOVED FR SALARY *****					TEXT AMT 2,000 1,320 3,320	
401-0500-536.52-15	POSTAL SERVICE	0	0	300	0	0	0
	LEVEL 6 TEXT NO FUNDING NEEDED *****					TEXT AMT	
401-0500-536.52-18	REP & MAINT SUPPLIES	0	42,713	50,000	49,800	25,266	50,000
	LEVEL 6 TEXT THIS LINE ITEM IS USED TO PURCHASE REPAIR PARTS, METER BOXES, LIDS, ETC THAT ARE NOT PROJECT RELATED					TEXT AMT 50,000	

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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 PROPOSED3

						50,000	
401-0500-536.54-00	DUES & MEMBERSHIPS	0	0	100	100	0	0
		LEVEL 6	TEXT NO FUNDING NEEDED	*****			
						TEXT AMT	
*	OPERATING EXPENSE	128,163	201,759	184,801	186,286	125,072	192,405
**	METER SHOP	717,023	703,746	734,885	734,885	471,680	582,179
***	METER SHOP	717,023	703,746	734,885	734,885	471,680	582,179

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
W/S MAINTENANCE							
W/S MAINT. DIVISION							
401-0600-536.12-00	SALARIES AND WAGES	503,864	0	0	0	0	0
401-0600-536.12-11	COMPENSATED ABSENCE	8,208	0	0	0	0	0
401-0600-536.14-00	OVERTIME	50,944	0	0	0	0	0
401-0600-536.21-00	FICA TAXES	39,246	0	0	0	0	0
401-0600-536.22-00	RETIREMENT CONTRIBUTIONS	76,156	0	0	0	0	0
401-0600-536.23-00	HEALTH INSURANCE	87,627	0	0	0	0	0
401-0600-536.24-00	WORKER'S COMPENSATION	8,122	0	0	0	0	0
401-0600-536.26-00	OPEB / EAP BENEFIT	506	0	0	0	0	0
		-----	-----	-----	-----	-----	-----
*	PERSONNEL SERVICES	774,673	0	0	0	0	0
401-0600-536.31-13	OTHER PROF. SERVICES	111-	0	0	0	0	0
401-0600-536.34-14	CONTRACT SERVICES OTHER	68,770	0	0	0	0	0
401-0600-536.34-20	MOWING CONTRACT SERVICE	23,529	0	0	0	0	0
401-0600-536.40-00	TRAVEL PER DIEM	5,692	0	0	0	0	0
401-0600-536.40-10	EMPLOYEE TRAINING	812	0	0	0	0	0
401-0600-536.41-00	COMMUNICATION SERVICES	4,549	0	0	0	0	0
401-0600-536.43-12	WATER/SEWER SERVICES	519	0	0	0	0	0
401-0600-536.44-10	EQUIP/OTHER RENTAL/LEASE	111	0	0	0	0	0
401-0600-536.45-19	VEHICLE INSURANCE	2,484	0	0	0	0	0
401-0600-536.46-10	GENERAL EQUIP MAINT	197,575	0	0	0	0	0
401-0600-536.46-12	VEH MAINT/REPAIR	7,003	0	0	0	0	0
401-0600-536.46-16	BUILDING MAINT	1,850	0	0	0	0	0
401-0600-536.46-18	CONT MAINT/COMM EQUIP	2,146	0	0	0	0	0
401-0600-536.51-00	OFFICE SUPPLIES	36	0	0	0	0	0
401-0600-536.52-00	OTHER OPERATING SUPPLIES	8,420	0	0	0	0	0
401-0600-536.52-10	GAS,DIESEL,OIL,& GREASE	24,865	0	0	0	0	0
401-0600-536.52-11	JANITORIAL SUPPLIES	77	0	0	0	0	0
401-0600-536.52-12	UNIFORMS	1,989	0	0	0	0	0
401-0600-536.52-18	REP & MAINT SUPPLIES	40,486	0	0	0	0	0
401-0600-536.54-00	DUES & MEMBERSHIPS	30	0	0	0	0	0
		-----	-----	-----	-----	-----	-----
*	OPERATING EXPENSE	390,832	0	0	0	0	0
401-0600-536.63-99	FIXED ASSET TRANSFERS	8,305-	0	0	0	0	0
401-0600-536.64-00	MACH & EQUIPMENT	8,305	0	0	0	0	0
		-----	-----	-----	-----	-----	-----
*	CAPITAL OUTLAY	0	0	0	0	0	0
		-----	-----	-----	-----	-----	-----
**	W/S MAINT. DIVISION	1,165,505	0	0	0	0	0
		-----	-----	-----	-----	-----	-----
***	W/S MAINTENANCE	1,165,505	0	0	0	0	0

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
401-0800-536.12-00	W/S DISTRIBUTION WATER DISTRIBUTION SALARIES AND WAGES	650,110	632,814	746,141	742,676	590,872	798,116
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE *** NEW: 2 UTILITY SYSTEM OPERATORS PER CC DIRECTION 8/7/18					TEXT AMT 732,540 14,308 51,268 798,116	
401-0800-536.12-11	COMPENSATED ABSENCE	9,548	3,837	0	0	0	0
401-0800-536.14-00	OVERTIME	128,890	140,329	98,045	133,657	123,040	65,000
	LEVEL 6 TEXT CALLOUT AND EMERGENCIES CIP ZMI044 OVERTIME					TEXT AMT 50,000 15,000 65,000	
401-0800-536.15-10	CERTIFICATION/LICENSES	275	807	2,000	2,000	1,421	2,000
	LEVEL 6 TEXT BACKFLOW, CDL RENEWALS AND DISTRIBUTION LICENSES STATE LICENSING					TEXT AMT 2,000 2,000	
401-0800-536.21-00	FICA TAXES	56,795	55,198	64,588	64,588	51,455	66,048
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE *** NEW: 2 UTILITY SYSTEMS OPERATORS PER CC DIRECTION 8/7/18					TEXT AMT 61,028 1,096 3,924 66,048	
401-0800-536.22-00	RETIREMENT CONTRIBUTIONS	96,384	94,250	108,902	108,902	89,554	123,428
	LEVEL 6 TEXT CURRENT STAFF WAGE INCREASE *** NEW: 2 UTILITY SYSTEMS OPERATORS PER CC DIRECTION 8/7/18					TEXT AMT 115,578 2,722 5,128 123,428	
401-0800-536.23-00	HEALTH INSURANCE	121,699	115,017	153,988	153,988	113,992	168,619

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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 PROPOSED3
	LEVEL 6 TEXT					TEXT AMT	
						144,417	
	HEALTH					7,812	
	DENTAL					1,733	
	LIFE					35	
	WAGE INCREASE LIFE						

	NEW: 2 UTILITY SYSTEMS OPERATORS PER CC DIRECTION						
	8/7/18						
	HEALTH					13,754	
	DENTAL					744	
	LIFE					124	
						168,619	
401-0800-536.24-00	WORKER'S COMPENSATION	9,646	10,025	13,563	13,563	11,381	13,432
	LEVEL 6 TEXT					TEXT AMT	
						12,468	
	CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY)					224	
	WAGE INCREASE						

	NEW: 2 UTILITY SYSTEMS OPERATORS PER CC DIRECTION						
	8/7/18					740	
						13,432	
401-0800-536.25-00	UNEMPLOYMENT COMP	245	0	0	0	0	0
401-0800-536.26-00	OPEB / EAP BENEFIT	721	664	786	786	613	861
	LEVEL 6 TEXT					TEXT AMT	
						786	
	CURRENT STAFF						

	NEW: 2 UTILITY SYSTEM OPERATORS PER CC DIRECTION						
	8/7/18					75	
						861	
* PERSONNEL SERVICES		1,074,313	1,052,941	1,188,013	1,220,160	982,328	1,237,504
401-0800-536.34-14	CONTRACT SERVICES OTHER	136,108	133,410	187,000	182,000	164,655	187,000
	LEVEL 6 TEXT					TEXT AMT	
						140,000	
	OTHER PROFESSIONAL CONTRACT SERVICES DETAIL:						
	A.) AARONS BACKFLOW - RESIDENTIAL BACKFLOW						
	INSPECTIONS, CURRENT CONTRACT					25,000	
	B.) ANNUAL CLEANING OF LIFT STATIONS					5,000	
	C.) SUNSHINE ONE CALL - SERVICES LOCATES					5,000	
	D.) FLAIR, INC.					11,000	
	E.) INSTALLATION OF PORTABLE WATER LINE STOPS					1,000	
	F.) VARIOUS PROFESSIONAL SERVICES NOT RELATED TO						

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
CONTRACTS. EXAMPLES: RESIDENTIAL PLUMBING REPAIRS *****							
						187,000	
401-0800-536.40-00	TRAVEL PER DIEM	375-	321	2,000	2,000	834	2,000
	LEVEL 6	TEXT					TEXT AMT
		TRAVEL DETAIL: TRAVEL EXPENSES FOR 3 EMPLOYEES TO ATTEND 4 DAYS OUT OF TOWN, TRAINING IS FOR OPERATIONS, MAINTENANCE, AND SPECIALTY EQUIPMENT TRAINING (MEALS, HOTELS, ETC) *****					2,000
						2,000	
401-0800-536.40-10	EMPLOYEE TRAINING	2,250	1,917	6,400	5,600	3,156	4,400
	LEVEL 6	TEXT					TEXT AMT
		EMPLOYEE TRAINING DETAIL: A.) CUES TRAINING FOR TV TRUCK, 2 EMPL @ \$1,200 EA B.) OSHA SAFETY AND CERTIFICATION TRAINING CONFINED SPACE CERTIFICATIONS *****					2,400
						2,000	
						4,400	
401-0800-536.41-00	COMMUNICATION SERVICES	8,865	8,092	7,760	7,760	7,465	7,760
	LEVEL 6	TEXT					TEXT AMT
		COMMUNICATION SERVICES DETAIL: A.) AT&T MOBILITY - CELL PHONES & AIR CARDS BASED ON ACTUAL B.) EJ WARD - GPS TRACKING BASED ON ACTUAL *****					6,060
						1,700	
						7,760	
401-0800-536.44-10	EQUIP/OTHER RENTAL/LEASE	11	872	1,260	1,260	400	1,320
	LEVEL 6	TEXT					TEXT AMT
		EQUIPMENT RENTAL DETAIL: A.) EMERGENCY FIELD EQUIPMENT B.) DOCUMENT TECHNOLOGIES BASED ON ACTUAL *****					1,200
						120	
						1,320	

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401-0800-536.45-19	VEHICLE INSURANCE	6,334	7,347	9,518	9,518	7,932	15,430
	LEVEL 6 TEXT					TEXT AMT	
	VEHICLE AND ROLLING STOCK INSURANCE DETAIL:						15,430
	FLEET DETAIL - REQUIRES INSURANCE						
	1 - F800 TANKER						
	2 - VAC-CON TRUCKS						
	1 - DUMP TRUCK						
	7 - F250 TRUCKS						
	3 - PICKUP TRUCKS						
	3 - 3500 HD UTILITIY TRUCKS						
	1 - F500 TV TRUCK						
	1 - VAN TRANSIT (LOCATES)						
	1 - VALVE EXERCISING MACH						
	1 - 310SG BACKHOE						

							15,430
401-0800-536.46-10	GENERAL EQUIP MAINT	10,891	11,185	30,500	30,500	21,184	30,500
	LEVEL 6 TEXT					TEXT AMT	
	GENERAL EQUIPMENT MAINTENANCE DETAIL:						
	A.) ELXSI (DBA CUES, INC) REPAIRS AND MAINT FOR						15,000
	THE F500 TV TRUCK						
	B.) SOUTHERN SEWER SALES & EQUIPMENT						15,000
	REPAIRS AND MAINTENANCE FOR THE VACCON						
	C.) REPAIRS AND REBUILDING OF MISC. SMALL EQ						500

							30,500
401-0800-536.46-11	REGULAR MAINT/INSP EQUIP	1,777	297	500	500	297	500
	LEVEL 6 TEXT					TEXT AMT	
	MISC INSPECTION SERVICES FOR DISTRIBUTION AND						500
	COLLECTIONS LOCATIONS						
	*VARIOUS EQUIPMENT (SAWS, PUMPS, ETC.)						
	*BACKFLOW TESTER INSPECTIONS						
	* FIRE EXTINGUISHER						

							500
401-0800-536.46-12	VEH MAINT/REPAIR	43,311	51,404	45,000	43,500	45,690	45,000
	LEVEL 6 TEXT					TEXT AMT	
	VEHICLE & ROLLING STOCK REPAIRS & MAINTENANCE						45,000
	FLEET DETAIL:						
	1 - F800 TANKER						
	2 - VAC-CON						

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
	7 - F250 TRUCKS						
	3 - PICKUP TRUCKS						
	1 - DUMP TRUCK						
	3 - 2500HD UTILITY TRUCKS						
	1 - F500 TV TRUCK						
	1 - VAN-TRANSIT (LOCATES)						
	1 - VALVE EXCERSING MACHINE W/TRAILER						
	1 - AIR COMPRESSOR / SULLAIR						
	5 - THOMPSON 6" PUMPS (ROLLING)						

						45,000	
401-0800-536.46-16	BUILDING MAINT	1,651	2,605	3,000	4,000	3,427	4,000
	LEVEL 6 TEXT					TEXT AMT	
	SMALL BUILDING MAINTENANCE REPAIRS FOR					2,000	
	DISTRIBUTION AND COLLECTIONS BUILDINGS					2,000	

						4,000	
401-0800-536.46-18	CONT MAINT/COMM EQUIP	147	67	1,000	0	0	0
	LEVEL 6 TEXT					TEXT AMT	
	NO LONGER NEEDED IN FY19						

401-0800-536.46-27	ANNUAL FLEET MAINT CHARGE	0	0	20,538	20,538	20,538	20,538
	LEVEL 6 TEXT					TEXT AMT	
	ANNUAL FLEET MAINT CHARGE TO BE MODIFIED BY					20,538	
	FINANCE						

						20,538	
401-0800-536.46-36	SOFTWARE MAINTENANCE	3,000	3,000	5,000	5,000	3,000	5,000
	LEVEL 6 TEXT					TEXT AMT	
	INFRAMAP ANNUAL SOFTWARE SUPPORT					5,000	

						5,000	
401-0800-536.47-00	PRINTING AND BINDING	593	0	300	600	303	500
	LEVEL 6 TEXT					TEXT AMT	
	PRINTING OF MISC CUSTOMER NOTIFICATIONS					250	
	LOCATE TICKETS					250	

						500	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
401-0800-536.49-20	EQUIP & OTHER NON-CAPITAL	24,562	1,559	5,000	5,000	672	5,000
	LEVEL 6 TEXT REPLACEMENT OF AGING NON CAPITAL EQUIPMENT CONCRETE SAWS BLOWERS PUMPS ROOT CUTTER *****					TEXT AMT 5,000	
							5,000
401-0800-536.49-31	NON-CAP RPLMT MTR INSTALL	789,674	730,714	760,500	760,286	574,685	187,000
	LEVEL 6 TEXT CIP: METER REPLACEMENT PROGRAM ZMI044 (NT 04-24-18) *****					TEXT AMT 187,000	
							187,000
401-0800-536.49-33	NON-CAP NEW MTR INSTALLS	39,493	100,987	100,000	130,000	122,728	100,000
	LEVEL 6 TEXT NON CAPITAL NEW METER INSTALLATIONS, NEW SERVICES THREE NEW SUBIDIVISIONS ARE SET FOR FY19 *****					TEXT AMT 100,000	
							100,000
401-0800-536.51-00	OFFICE SUPPLIES	165	1,826	2,000	2,000	1,600	2,000
	LEVEL 6 TEXT MISC. OFFICE SUPPLIES FOR DISTRIBUTION CREW COLLECTIONS CREW *****					TEXT AMT 1,000 1,000	
							2,000
401-0800-536.52-00	OTHER OPERATING SUPPLIES	60,606	37,290	68,500	65,900	39,674	68,500
	LEVEL 6 TEXT OTHER OPERATING SUPPLIES DETAIL: A.) MISC OPERATING SUPPLIES (HAND TOOLS, RAGS, PAPER PRODUCTS, GLOVES, ETC.) B.) BACKFLOW PARTS AND SUPPLIES C.) VALVE INSERTIONS, LINE STOPS, AND LATERAL REPAIRS (3 @ \$5500 EA) *****					TEXT AMT 50,000 2,000 16,500	
							68,500

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
401-0800-536.52-10	GAS, DIESEL, OIL, & GREASE	25,518	24,600	27,334	27,334	21,984	30,000
	LEVEL 6 TEXT					TEXT AMT	
	VEHICLES, ROLLING STOCK, AND GAS POWERED EQ					30,000	
	REGULAR FUEL: 4,000 GAL @ \$2.50 = \$10,000						
	DIESEL FUEL: 6,667 GAL @ \$3.00 = \$20,001						
	UPDATED \$/GAL 6/28/18 TP						

	FLEET DETAIL:						
	1 - F800 TANKER			7 - F250 TRUCKS			
	2 - VAC-CON			3 - PICKUP TRUCKS			
	1 - DUMP TRUCK			3 - 2500HD UTL TRUCKS			
	1 - VACUUM PUMP W/TRAILER			1 - 310SG BACKHOE			
	1 - F500 TV TRUCK			1 - VAN-TRANSIT			
	1 - VALVE EXERCISING MACHINE W/TRAILER						
	1 - AIR COMPRESSOR / SULLAIR						
	5 - THOMPSON 6" PUMPS						
	MISC. GAS POWERED EQ (SAW'S, BLOWERS, ETC)						

							30,000
401-0800-536.52-11	JANITORIAL SUPPLIES	566	1,020	3,500	6,100	2,390	3,500
	LEVEL 6 TEXT					TEXT AMT	
	DISTRIBUTION AND COLLECTIONS BUILDING CLEANING					3,500	
	SUPPLIES AND SUPPLIES TO CLEAN VEHICLES						

							3,500
401-0800-536.52-12	UNIFORMS	5,256	6,841	6,000	9,465	7,687	9,300
	LEVEL 6 TEXT					TEXT AMT	
	NEW / REPLACEMENT UNIFORMS FOR 20 EMPLOYEES					6,000	
	BOOT ALLOWANCE PER NAGE CONTRACT (MOVED FROM 1200)					3,300	

							9,300
401-0800-536.52-18	REP & MAINT SUPPLIES	108,847	121,332	125,000	125,000	61,134	150,000
	LEVEL 6 TEXT					TEXT AMT	
	REPAIR & MAINTENANCE DETAIL:						
	A.) REPAIR PARTS FOR THE WATER, RECLAIMED WATER					75,000	
	AND SEWER SYSTEM						
	B.) HYDRANT MAINTENANCE PARTS AND SUPPLIES					75,000	

							150,000
401-0800-536.53-00	ROAD MATERIAL & SUPPLY	27,548	17,114	27,500	27,500	26,865	27,500

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
	LEVEL 6 TEXT					TEXT AMT	
	ROAD MATERIALS & SUPPLIES DETAIL:						
	A.) CONCRETE REPAIRS AFTER FIELD CREWS HAVE						25,000
	REPAIRED SERVICE LEAKS FOR POTABLE WATER,						
	RECLAIMED WATER, AND SEWER						
	B.) SOD FOR RESTORATION						2,500

							27,500
401-0800-536.54-00	DUES & MEMBERSHIPS	0	0	450	450	0	450
	LEVEL 6 TEXT					TEXT AMT	
	18 MEMBERSHIPS TO FWPCOA @ \$25/EA						450

							450
401-0800-536.54-01	BOOKS & SUBSCRIPTIONS	0	210	350	350	0	0
	LEVEL 6 TEXT					TEXT AMT	
	NO REQUEST FOR FY19						

* OPERATING EXPENSE		1,296,798	1,264,010	1,445,910	1,472,161	1,138,300	907,198
401-0800-536.63-97	PROJ CAPITAL OUTLAY	0	17,988	25,000	100,000	3,515	0
401-0800-536.63-99	FIXED ASSET TRANSFERS	43,350-	41,080-	0	0	0	0
401-0800-536.64-00	MACH & EQUIPMENT	3,905	10,865	240,000	265,500	265,442	465,000
	LEVEL 6 TEXT					TEXT AMT	
	NEW						
	PURCHASE OF A NEW VAC TRUCK FOR COLLECTIONS						425,000
	PURCHASE OF A NEW VEH FOR ADDED UTL SYS OPR						40,000

	NEW VEH DEPENDENT ON POSITION APPROVAL-REMOVE PER						40,000-
	CM MTG DISCUSSION 6/26/18 (TP)						

	PURCHASE OF A NEW VEH FOR ADDED UTL SYS OPR						40,000
	PER CC DIRECTION 8/7/18						
							465,000
401-0800-536.64-15	ADP EQUIPMENT	7,475	0	0	0	0	0
401-0800-536.64-31	CAP NEW METER INSTALLS	31,970	0	100,000	200,000	19,278	100,000
	LEVEL 6 TEXT					TEXT AMT	
	REPLACEMENT OF LARGE METERS (COST OVER \$5,000 EA)						50,000
	THIS IS BUDGETED ON AN ANNUAL BASIS TO PURCHASE						
	LARGE METERS THAT ARE IN NEED OF REPLACEMENT						

FY2019
PROPOSED3

* *	WATER DISTRIBUTION	2,371,111	2,304,724	2,998,923	3,257,821	2,408,863	2,709,702
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BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
UTILITIES LAB DIVISION							
401-0824-536.12-00	SALARIES AND WAGES	182,021	182,902	212,177	211,352	154,644	219,002
LEVEL 6	TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 213,802 5,200 219,002	
401-0824-536.12-11	COMPENSATED ABSENCE	1,920	10,370-	0	0	0	0
401-0824-536.14-00	OVERTIME	3,579	9,810	8,500	8,500	4,443	8,500
LEVEL 6	TEXT HOLIDAY COVERAGE, LINE BREAKS, EMERGENCIES ON CALL					TEXT AMT 8,500 8,500	
401-0824-536.15-10	CERTIFICATION/LICENSES	0	75	1,500	500	0	500
LEVEL 6	TEXT LAB EMPL CERTIFICATIONS *****					TEXT AMT 500 500	
401-0824-536.21-00	FICA TAXES	14,008	13,725	16,886	16,886	11,888	17,408
LEVEL 6	TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 17,010 398 17,408	
401-0824-536.22-00	RETIREMENT CONTRIBUTIONS	26,670	23,655	26,483	26,483	21,158	30,325
LEVEL 6	TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 29,540 785 30,325	
401-0824-536.23-00	HEALTH INSURANCE	20,153	19,649	36,738	36,738	20,278	36,756
LEVEL 6	TEXT HEALTH DENTAL LIFE WAGE INCREASE LIFE					TEXT AMT 34,385 1,860 499 12 36,756	
401-0824-536.24-00	WORKER'S COMPENSATION	2,730	2,932	4,114	4,114	3,165	4,176
LEVEL	TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
6	CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE						4,081 95 4,176
401-0824-536.26-00	OPEB / EAP BENEFIT	148	144	187	187	138	187
LEVEL 6	TEXT CURRENT STAFF					TEXT AMT	187 187
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*	PERSONNEL SERVICES	251,229	242,522	306,585	304,760	215,714	316,854
401-0824-536.31-13	OTHER PROF. SERVICES	84,814	48,932	0	0	0	0
LEVEL 6	TEXT **** ALL ITEMS MOVED TO 401 0824 536 3414 ***					TEXT AMT	
401-0824-536.34-14	CONTRACT SERVICES OTHER	0	0	114,000	105,200	97,049	114,000
LEVEL 6	TEXT OUTSIDE LAB SERVICES					TEXT AMT	
	A.) PACE ANALYTICAL						50,000
	B.) FLOWER CHEMICAL						50,000
	C.) MISC. PRETREATMENT SAMPLING STATIONS						5,000
	D.) UCMR 4						3,000
	E.) FLAIR						1,000
	F.) MISC. CONTRACT SERVICES AS NEEDED						4,000
	G.) GENERATOR PREVENTATIVE MAINTENANCE						1,000

							114,000
401-0824-536.34-15	TEMP HELP SERVICE FEE	9,885	0	0	0	0	0
401-0824-536.40-00	TRAVEL PER DIEM	373	50	1,000	2,000	611	1,500
LEVEL 6	TEXT ESTIMATED TRAVEL EXPENSES FOR 2 EMPLOYEES, 3 DAYS TO ATTEND NELAC CONFERENCES					TEXT AMT	1,500

							1,500
401-0824-536.40-10	EMPLOYEE TRAINING	120	705	2,000	4,500	1,329	4,000
LEVEL 6	TEXT TRAINING:					TEXT AMT	4,000
	A.) TECHNICAL TRAINING CLASSES						
	B.) SAFETY CLASSES						
	C.) MANAGEMENT CLASSES						
	D.) NELAC, FSEA, FRWA, FIPA COURSES						

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
							4,000
401-0824-536.41-00	COMMUNICATION SERVICES	167	667	890	890	767	890
	LEVEL 6 TEXT					TEXT AMT	
	COMMUNICATIONS DETAIL:						
	A.) EJ WARD (GPS) \$13.90/MTH = \$166.80 ANNUAL EST						170
	B.) AT&T, CALL OUT PHONE BASED ON AN AVERAGE						720
	MONTHLY BILL OF \$60/MTH						

							890
401-0824-536.45-19	VEHICLE INSURANCE	745	1,160	865	865	721	1,143
	LEVEL 6 TEXT					TEXT AMT	
	VEHICLE INSURANCE DETAIL:						
	FLEET DETAIL:						1,143
	2 - PICKUP TRUCKS						

							1,143
401-0824-536.46-10	GENERAL EQUIP MAINT	0	0	500	4,500	3,624	2,500
	LEVEL 6 TEXT					TEXT AMT	
	LAB EQUIPMENT MAINT						500
	GENERATOR REPAIRS						2,000

							2,500
401-0824-536.46-11	REGULAR MAINT/INSP EQUIP	380	480	500	500	480	500
	LEVEL 6 TEXT					TEXT AMT	
	SAFETY EQUIPMENT INSPECTIONS SERVICES						500

							500
401-0824-536.46-12	VEH MAINT/REPAIR	1,910	371	2,000	2,000	312	2,000
	LEVEL 6 TEXT					TEXT AMT	
	VEHICLE MAINTENANCE DETAIL:						2,000
	ALL FLEET IS NEW						
	FLEET DETIAL:						
	2 - PICKUP TRUCKS						

							2,000
401-0824-536.46-16	BUILDING MAINT	0	0	2,500	3,500	3,490	2,500
	LEVEL 6 TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
6	MISC UPGRADES TO THE LAB AREA *****						2,500
							2,500
401-0824-536.46-18	CONT MAINT/COMM EQUIP	84	0	0	0	0	0
LEVEL 6	TEXT NOT NEEDED IN FY19 *****					TEXT AMT	
401-0824-536.46-27	ANNUAL FLEET MAINT CHARGE	0	0	795	795	795	795
LEVEL 6	TEXT ANNUAL FLEET MAINTNEANCE TO BE MODIFIED BY FINANCE *****					TEXT AMT	795
							795
401-0824-536.49-14	FURN & FIXTURE NON-CAP	0	40	0	400	345	0
401-0824-536.49-16	COMPUTER HARDWARE	0	972	0	0	0	0
401-0824-536.49-19	TAXES, LICENSES, AND FEES	1,500	1,500	2,000	1,500	1,500	2,000
LEVEL 6	TEXT ANNUAL LICENSE FOR LAB CERTIFICATION *****					TEXT AMT	2,000
							2,000
401-0824-536.49-20	EQUIP & OTHER NON-CAPITAL	592	7,290	1,000	2,000	1,444	1,000
LEVEL 6	TEXT REPLACE VARIOUS LAB EQUIPMENT USED FOR TESTING *****					TEXT AMT	1,000
							1,000
401-0824-536.51-00	OFFICE SUPPLIES	693	1,497	1,500	1,500	1,498	2,000
LEVEL 6	TEXT PURCHASE OF VARIOUS OFFICE SUPPLIES *****					TEXT AMT	2,000
							2,000
401-0824-536.52-00	OTHER OPERATING SUPPLIES	2,289	1,363	2,000	2,500	1,895	2,000
LEVEL 6	TEXT MISC SUPPLIES OTHER THAN OFFICE SUPPLIES *****					TEXT AMT	2,000
							2,000
401-0824-536.52-10	GAS, DIESEL, OIL, & GREASE	1,093	1,072	1,744	1,744	1,171	1,938
LEVEL	TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
6	VEHICLE FUEL ONLY REGUAL FUEL: 775 GAL @ 2.50 FLEET DETAIL: 2 - PICKUP TRUCKS ***** **UPDATED \$/GAL 6/28/18 TP						1,938
							1,938
401-0824-536.52-11	JANITORIAL SUPPLIES	441	1,597	1,000	1,000	991	1,200
LEVEL 6	TEXT MISC OFFICE CLEANING SUPPLIES *****					TEXT AMT	1,200
							1,200
401-0824-536.52-12	UNIFORMS	1,001	619	1,500	2,325	813	1,660
LEVEL 6	TEXT NEW AND REPLACEMENT UNIFORMS, RUBBER BOOTS, RAIN GEAR FOR 5 EMPLOYEES BOOT ALLOWANCE PER NAGE AGREEMENT MOVED FROM 1200 (SALARY) *****					TEXT AMT	1,000
							660
							1,660
401-0824-536.52-16	MEDICAL/LAB SUPPLIES	39,405	38,593	40,000	40,000	37,664	40,000
LEVEL 6	TEXT CONTRACTS ON FILE WITH THE FOLLOWING VENDORS FOR MISC. LAB SUPPLIES, CONTRACTS ARE FOR MULTIPLE YEARS ** HARDY DIAGNOSTICS IDEXX DISTRIBUTORS FISHER SCIENTIFIC HACH COMPANY MISC LAB SUPPLIES NOT COVERED UNDER THE ABOVE CONTRACTS *****					TEXT AMT	10,000
							10,000
							5,000
							10,000
							5,000
							40,000
401-0824-536.52-18	REP & MAINT SUPPLIES	6	905	400	0	0	400
LEVEL 6	TEXT MISC REPAIRS SUPPLIES *****					TEXT AMT	400
							400
401-0824-536.54-00	DUES & MEMBERSHIPS	180	305	500	500	105	500

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	LEVEL 6 TEXT FWPCOA, FRWA, FIPA, FSEA ANNUAL DUES *****						
						TEXT AMT	
							500
							500
401-0824-536.54-01	BOOKS & SUBSCRIPTIONS	0	758	100	400	299	500
	LEVEL 6 TEXT SAFETY MATERIAL *****						
						TEXT AMT	
							500
							500
* OPERATING EXPENSE		145,678	108,876	176,794	178,619	156,903	183,026
401-0824-536.64-00	MACH & EQUIPMENT	0	12,227	0	0	0	0
* CAPITAL OUTLAY		0	12,227	0	0	0	0
** UTILITIES LAB DIVISION		396,907	363,625	483,379	483,379	372,617	499,880
*** W/S DISTRIBUTION		2,768,018	2,668,349	3,482,302	3,741,200	2,781,480	3,209,582

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
401-0900-536.12-00	UTILITY ADMINISTRATION UTILITY ADMINISTRATION SALARIES AND WAGES	605,725	654,853	685,606	687,946	615,300	674,498
	LEVEL 6 TEXT					TEXT AMT	
							629,523
	CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY)						17,629
	WAGE INCREASE						16,141
	NEW: GENERATOR MECHANIC 50% (REORG)						1,710
	PU/PW DIRECTOR INCR (REORG)						

	UPDATE: REORG PAF PU CONSTR & ENG MGR 8/24/18						9,495
	BUDGETED AT 80/20 SHOULD BE 90/10						
							674,498
401-0900-536.12-10	CAR ALLOWANCE	2,388	3,000	3,000	3,000	2,596	3,000
	LEVEL 6 TEXT					TEXT AMT	
							3,000
	PER DEPT HEAD CONTRACT (\$175/MTH)						3,000
401-0900-536.12-11	COMPENSATED ABSENCE	15,620-	4,899-	0	0	0	0
401-0900-536.14-00	OVERTIME	1,478	8,420	8,500	8,500	691	8,500
	LEVEL 6 TEXT					TEXT AMT	
							8,500
	HOURLY EMPLOYEES:						
	UTILITY INSPECTOR						
	RIGHT OF WAY AGENT						
	ADMINISTRATIVE ASSISTANT						
							8,500
401-0900-536.15-10	CERTIFICATION/LICENSES	0	350	2,000	2,000	0	2,000
	LEVEL 6 TEXT					TEXT AMT	
							500
	FLA BOARD OF ENGINEERS (2)						500
	DEP						500
	RIGHT OF WAY AGENT						500
	WATER LICENSE RENEWAL (2)						500

							2,000
401-0900-536.21-00	FICA TAXES	43,685	47,827	53,335	53,564	44,918	52,350
	LEVEL 6 TEXT					TEXT AMT	
							48,770
	CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY)						1,349
	WAGE INCREASE						1,235
	NEW: GENERATOR MECHANIC 50% (REORG)						269
	PU/PW DIRECTOR INCR (REORG)						

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
				UPDATE: REORG PAF PU CONSTR & ENG MGR 8/24/18 BUDGETED AT 80/20 SHOULD BE 90/10			727
							52,350
401-0900-536.22-00	RETIREMENT CONTRIBUTIONS	82,319	90,122	98,466	98,466	84,748	105,746
	LEVEL 6					TEXT AMT	
						CURRENT STAFF	99,581
						WAGE INCREASE	2,877
						NEW: GENERATOR MECHANIC 50% (REORG)	1,615
						PU/PW DIRECTOR INCR (REORG)	438

						UPDATE: REORG PAF PU CONSTR & ENG MGR 8/24/18 BUDGETED AT 80/20 SHOULD BE 90/10	1,235
							105,746
401-0900-536.23-00	HEALTH INSURANCE	57,304	68,330	76,527	76,527	64,599	83,203
	LEVEL 6					TEXT AMT	
						HEALTH	72,759
						DENTAL	3,936
						LIFE	1,966
						WAGE INCREASE LIFE	55
						NEW: GENERATOR MECHANIC 50% (REORG)	
						HEALTH	3,439
						DENTAL	186
						LIFE	78
						PU/PW DIRECTOR INCR (REORG)INCR LIFE	15

						UPDATE: REORG PAF PU CONSTR & ENG MGR 8/24/18 BUDGETED AT 80/20 SHOULD BE 90/10	
						HEALTH	687
						DENTAL	37
						LIFE	45
							83,203
401-0900-536.24-00	WORKER'S COMPENSATION	4,613	4,706	5,964	6,070	5,229	6,032
	LEVEL 6					TEXT AMT	
						CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY)	5,756
						WAGE INCREASE	163
						NEW: GENERATOR MECHANIC 50% (REORG)	241
						PU/PW DIRECTOR INCR (REORG)	

						UPDATE: REORG PAF PU CONSTR & ENG MGR 8/24/18 BUDGETED AT 80/20 SHOULD BE 90/10	90

						ADJ FOR CHANGES TO W/C CODES RELATED TO REORG	218-

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
							6,032
401-0900-536.26-00	OPEB / EAP BENEFIT	275	276	387	387	309	419
	LEVEL 6 TEXT					TEXT AMT	
							396
							19
							4
							419

* PERSONNEL SERVICES		782,167	872,985	933,785	936,460	818,390	935,748
401-0900-536.31-13	OTHER PROF. SERVICES	99,140	21,994	100,000	178,620	13,536	80,000
	LEVEL 6 TEXT					TEXT AMT	
							15,000
							5,000
							15,000
							15,000
							3,000
							27,000
							80,000
401-0900-536.34-14	CONTRACT SERVICES OTHER	420-	0	0	0	0	0
401-0900-536.34-20	MOWING CONTRACT SERVICE	0	0	0	0	0	63,360
	LEVEL 6 TEXT					TEXT AMT	
							24,960
							24,600
							13,800

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3

						63,360	
401-0900-536.40-00	TRAVEL PER DIEM	1,549	52	500	500	0	500
LEVEL 6	TEXT TRAVEL ALLOWANCE FOR MEALS / HOTEL EXPENSES *****					TEXT AMT 500	
						500	
401-0900-536.40-10	EMPLOYEE TRAINING	2,077	942	14,100	14,100	1,860	39,100
LEVEL 6	TEXT EMPLOYEE TRAINING: A.) 4 - ONE DAY EVENTS @ \$150 EACH B.) 3 - THREE DAY EVENTS @ \$500 EACH C.) UTILITY MANAGEMENT TRAINING SCHOOL D.) ENGINEERS PDS (2) E.) UTILITY SAFETY TRAINING *****					TEXT AMT 600 1,500 1,000 1,000 35,000	
						39,100	
401-0900-536.41-00	COMMUNICATION SERVICES	3,653	5,087	5,351	5,351	4,686	5,351
LEVEL 6	TEXT COMMUNICATIONS DETAIL: A.) AT&T MOBILITY - CELL PHONE & AIR CARDS B.) EJ WARD = GPS FOR 3 VEHICLES *****					TEXT AMT 5,100 251	
						5,351	
401-0900-536.44-10	EQUIP/OTHER RENTAL/LEASE	11,471	13,585	13,580	14,814	14,814	14,600
LEVEL 6	TEXT EQUIPMENT RENTAL / LEASING DETAIL: A.) FEC ANNUAL RIGHT OF WAY LICENSE AGREEMENT B.) DOCUMENT TECHNOLOGY - COPIER SERVICES *****					TEXT AMT 12,000 2,600	
						14,600	
401-0900-536.45-19	VEHICLE INSURANCE	745	5,414	1,298	1,298	1,082	1,143
LEVEL 6	TEXT VEHICLE INSURANCE FLEET DETAIL: 1 - FORD FUSION 1 - F150 PICKUP TRUCK 1 - COLORADO EX CAB					TEXT AMT 1,143	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3

							1,143
401-0900-536.46-10	GENERAL EQUIP MAINT	0	0	500	0	0	500
	LEVEL 6 TEXT					TEXT AMT	
	MISC OFFICE EQUIPMENT MAINTENANCE AS NEEDED						500

							500
401-0900-536.46-11	REGULAR MAINT/INSP EQUIP	333	0	600	0	0	600
	LEVEL 6 TEXT					TEXT AMT	
	MISC. OFFICE EQUIPMENT INSPECTION SVC						600

							600
401-0900-536.46-12	VEH MAINT/REPAIR	4,975	939	2,000	7,060	5,836	2,000
	LEVEL 6 TEXT					TEXT AMT	
	REPAIR & MAINTENANCE OF DEPT VEHICLES & EQUIP.						2,000
	FLEET DETAIL:						
	1 - FORD FUSION						
	1 - F150 PICKUP TRUCK						
	1 - COLORADO EX CAB						

							2,000
401-0900-536.46-16	BUILDING MAINT	0	0	0	0	0	5,000
	LEVEL 6 TEXT					TEXT AMT	
	BUILDING MAINTENANCE - SMALL REPAIRS / SERVICES						5,000
	AS NEEDED **NEW FY19**						

							5,000
401-0900-536.46-18	CONT MAINT/COMM EQUIP	84	0	500	0	0	0
	LEVEL 6 TEXT					TEXT AMT	
	NOT NEEDED FOR FY19						

401-0900-536.46-27	ANNUAL FLEET MAINT CHARGE	0	0	1,060	1,060	1,060	1,060
	LEVEL 6 TEXT					TEXT AMT	
	ANNUAL FLEET MAINTENANCE CHARGES TO BE MODIFIED						1,060
	BY FINANCE						

							1,060

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
401-0900-536.47-00	PRINTING AND BINDING	1,197	149	200	200	20	200
	LEVEL 6 TEXT FLYERS, NOTICES, MISC FORMS, BUSINESS CARDS *****					TEXT AMT	200
							200
401-0900-536.48-04	PUB RELATION ACTIVITY	350	844	2,500	2,500	33	2,500
	LEVEL 6 TEXT VARIOUS SUPPLIES FOR FAMILY DAYS AND COMMUNITY AWARENESS *****					TEXT AMT	2,500
							2,500
401-0900-536.49-01	ADVERTISING	1,226	349	0	1,500	686	2,000
	LEVEL 6 TEXT CONSOLIDATED FOR ALL DIVISIONS IN ADMIN FOR FY19 PAYMENT FOR VARIOUS JOB POSTINGS *****					TEXT AMT	2,000
							2,000
401-0900-536.49-02	COMPUTER SOFTWARE	0	2,288	0	0	0	1,000
	LEVEL 6 TEXT ENGINEERING SOFTWARE ANNUAL MAINTENANCE *****					TEXT AMT	1,000
							1,000
401-0900-536.49-14	FURN & FIXTURE NON-CAP	1,423	0	0	0	0	25,000
	LEVEL 6 TEXT FURNITURE FOR PUBLIC UTILITIES & PUBLIC WORKS STAFF TO MOVE TO ANNEX *****					TEXT AMT	25,000
							25,000
401-0900-536.49-16	COMPUTER HARDWARE	0	0	0	1,718	1,717	0
401-0900-536.49-19	TAXES, LICENSES, AND FEES	0	0	0	932	931	0
401-0900-536.49-20	EQUIP & OTHER NON-CAPITAL	0	15,612	5,000	0	0	0
	LEVEL 6 TEXT NO REQUEST FOR FY19 *****					TEXT AMT	
401-0900-536.49-66	TFR TO 506 BLDG MAINT FD	80,442	92,900	71,864	71,864	59,887	76,207
	LEVEL TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
6	UPDATED FOR FY19						76,207 76,207
401-0900-536.51-00	OFFICE SUPPLIES	5,696	6,009	6,000	6,000	5,863	6,000
LEVEL 6	TEXT MISC OFFICE SUPPLIES PENS, PAPER, PRINTER INK, VARIOUS OFFICE SUPPLIES *****					TEXT AMT 6,000	6,000
401-0900-536.52-00	OTHER OPERATING SUPPLIES	7,953	11,897	8,000	8,000	5,767	8,000
LEVEL 6	TEXT MISC SUPPLIES OTHER THAN OFFICE SUPPLIES *****					TEXT AMT 8,000	8,000
401-0900-536.52-10	GAS, DIESEL, OIL, & GREASE	625	1,339	1,350	1,350	1,274	1,500
LEVEL 6	TEXT VEHICLES ONLY REGULAR FUEL: 600 GAL @ \$2.50 FLEET DETAIL: 1 - FORD FUSION 1 - F150 PICKUP TRUCK 1 - COLORADO EX CAB ***** **UPDATED \$/GAL 6/28/18 TP					TEXT AMT 1,500	1,500
401-0900-536.52-11	JANITORIAL SUPPLIES	0	0	500	500	0	0
LEVEL 6	TEXT NO REQUEST FOR FY19 *****					TEXT AMT	
401-0900-536.52-12	UNIFORMS	0	1,098	850	1,510	612	1,180
LEVEL 6	TEXT NEW & REPLACEMENT UNIFORMS, RUBBER BOOTS, RAIN GEAR BOOT ALLOWANCE PER NAGE AGREEMENT MOVED FROM SALARY (1200) *****					TEXT AMT 850 330	1,180
401-0900-536.52-15	POSTAL SERVICE	319	1,949	800	1,856	1,114	1,000
LEVEL	TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
6	POSTAGE INCREASE REQUEST DUE TO CERTIFIED MAILING FEES FOR VARIOUS PROJECTS *****						1,000
							1,000
401-0900-536.54-00	DUES & MEMBERSHIPS	7,092	6,535	7,110	7,110	1,017	7,110
LEVEL 6	TEXT DUES AND MEMBERSHIP DETAIL: A.) ANNUAL DEPARTMENT WIDE MEMBERSHIP FOR AWWA B.) FLORIDA ENGINEERING SOCIETY (2 @ \$335 EA) C.) RIGHT OF WAY AGENT - IRWA D.) RIGHT OF WAY AGENT - NALA E.) DAYTONA BEACH NEWS JOURNAL F.) FWPCOA - 4 @ \$30.00 EA *****					TEXT AMT	
							5,650
							670
							230
							140
							300
							120
							7,110
401-0900-536.54-01	BOOKS & SUBSCRIPTIONS	213	186	500	500	505	500
LEVEL 6	TEXT SAFETY, OSHA, WATER INDUSTRY PUBLICATIONS *****					TEXT AMT	
							500
							500
* OPERATING EXPENSE		230,143	189,168	244,163	328,343	122,300	345,411
401-0900-536.62-00	BUILDINGS AND IMP. TO	10,379	0	0	0	0	0
401-0900-536.63-99	FIXED ASSET TRANSFERS	10,379-	27,224-	0	0	0	0
401-0900-536.64-00	MACH & EQUIPMENT	0	27,224	0	0	0	0
* CAPITAL OUTLAY		0	0	0	0	0	0
** UTILITY ADMINSTRATION		1,012,310	1,062,153	1,177,948	1,264,803	940,690	1,281,159

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
401-0901-536.12-00	UTILITY WAREHOUSE SALARIES AND WAGES	69,446	70,311	69,250	69,085	65,147	73,575
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 71,432 2,143 73,575	
401-0901-536.12-11	COMPENSATED ABSENCE	471	313	0	0	0	0
401-0901-536.14-00	OVERTIME	11,776	16,230	15,000	17,287	11,033	5,000
	LEVEL 6 TEXT WAREHOUSE ON CALL FOR STOREKEEPER OFFICE ASSISTANT - OFFICE COVERAGE & BACKFLOW ISSUES					TEXT AMT 5,000 5,000	
401-0901-536.21-00	FICA TAXES	6,034	6,497	6,448	6,448	5,455	6,013
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 5,849 164 6,013	
401-0901-536.22-00	RETIREMENT CONTRIBUTIONS	10,136	10,153	10,831	10,831	10,055	14,250
	LEVEL 6 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 13,836 414 14,250	
401-0901-536.23-00	HEALTH INSURANCE	13,384	14,123	14,650	14,650	13,421	14,660
	LEVEL 6 TEXT HEALTH DENTAL LIFE WAGE INCREASE LIFE					TEXT AMT 13,754 744 157 5 14,660	
401-0901-536.24-00	WORKER'S COMPENSATION	672	722	991	991	813	847
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 825 22 847	
401-0901-536.26-00	OPEB / EAP BENEFIT	76	75	75	75	69	75

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	LEVEL 6 TEXT CURRENT STAFF					TEXT AMT	75 75
* PERSONNEL SERVICES		111,995	118,424	117,245	119,367	105,993	114,420
401-0901-536.34-14 CONTRACT SERVICES OTHER		658	0	500	0	0	0
	LEVEL 6 TEXT UNFORESEEN SERVICES					TEXT AMT	500
	***** REMOVE FUNDING PER CM MTG DISCUSSION 6/26/18 (TP)						500-
401-0901-536.40-10 EMPLOYEE TRAINING		0	0	700	700	96	450
	LEVEL 6 TEXT EMPLOYEE TRAINING DETAIL:					TEXT AMT	
	A.) SCHOOLS, SEMINARS, CONFERENCES, STAFF TRAINING						100
	B.) WAREHOUSE MANAGEMENT TRAINING						100
	C.) CROSS CONNECTION TRAINING						250
	*****						450
401-0901-536.41-00 COMMUNICATION SERVICES		920	577	600	600	450	420
	LEVEL 6 TEXT COMMUNICATION SERVICES AS FOLLOWS:					TEXT AMT	
	A.) AT&T CELL PHONE FOR ON CALL						420
	*****						420
401-0901-536.44-10 EQUIP/OTHER RENTAL/LEASE		442	200	1,000	1,000	240	240
	LEVEL 6 TEXT EQUIPMENT RENTAL / LEASING DETAIL:					TEXT AMT	
	A.) DOCUMENT TECHNOLOGY - COPIER SERVICES						240
	*****						240
401-0901-536.45-19 VEHICLE INSURANCE		373	387	0	0	0	0
	LEVEL 6 TEXT NO VEHICLE INSURANCE REQUIRED, WAREHOUSE DOES NOT HAVE A VEHICLE ASSIGNED					TEXT AMT	387 387-

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
401-0901-536.46-10	GENERAL EQUIP MAINT	56	54	500	0	0	500
	LEVEL 6 TEXT REPAIR & MAINTENANCE FOR SCANNERS/BARCODE EQUIP *****					TEXT AMT	500
							500
401-0901-536.46-11	REGULAR MAINT/INSP EQUIP	233	1,194	980	980	747	980
	LEVEL 6 TEXT MAINTENANCE INSPECTION SERVICE DETAIL: A.) TYCO INTEGRATED - WAREHOUSE SECURITY *****					TEXT AMT	980
							980
401-0901-536.46-12	VEH MAINT/REPAIR	556	908	1,000	4,110	2,524	3,000
	LEVEL 6 TEXT MAINTENANCE / REPAIRS FOR WAREHOUSE FORKLIFTS (2) *****					TEXT AMT	3,000
							3,000
401-0901-536.46-16	BUILDING MAINT	307	147	600	600	300	600
	LEVEL 6 TEXT VARIOUS REPAIRS/MAINTENANCE AT WAREHOUSE FACILITY *****					TEXT AMT	600
							600
401-0901-536.46-18	CONT MAINT/COMM EQUIP	0	0	300	0	0	0
	LEVEL 6 TEXT NO FUNDING REQUEST FY19 *****					TEXT AMT	
401-0901-536.46-27	ANNUAL FLEET MAINT CHARGE	0	0	530	530	530	530
	LEVEL 6 TEXT ANNUAL FLEET CHARGES TO BE MODIFIED BY FINANCE *****					TEXT AMT	530
							530
401-0901-536.49-02	COMPUTER SOFTWARE	790	790	800	790	790	800
	LEVEL 6 TEXT TOKAY - CROSS CONNECTIONS SOFTWARE UPDATE *****					TEXT AMT	800

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD	ACTUAL ENCMBRNCE	FY2019 PROPOSED3
								800
401-0901-536.49-66	TFR TO 506 BLDG MAINT FD	13,839	15,929	10,060	10,060		8,383	17,212
	LEVEL 6 TEXT UPDATED FOR FY19						TEXT AMT 17,212 17,212	
401-0901-536.51-00	OFFICE SUPPLIES	1,442	2,500	2,500	2,500		0	2,500
	LEVEL 6 TEXT PURCHASE OF VARIOUS OFFICE SUPPLIES *****						TEXT AMT 2,500 2,500	
401-0901-536.52-00	OTHER OPERATING SUPPLIES	4,146	4,945	6,000	6,000		1,204	6,000
	LEVEL 6 TEXT PURCHASE OF VARIOUS NON-OFFICE RELATED SUPPLIES *****						TEXT AMT 6,000 6,000	
401-0901-536.52-10	GAS, DIESEL, OIL, & GREASE	277	320	600	600		230	600
	LEVEL 6 TEXT PURCHASE OF LP GAS FOR FORKLIFTS APPROX. \$50.00 PER FILL *****						TEXT AMT 600 600	
401-0901-536.52-12	UNIFORMS	0	0	500	665		0	665
	LEVEL 6 TEXT UNIFORMS FOR STORE KEEPER & PARTTIME REPAIR TECH BOOT ALLOWANCE PER NAGE AGREEMENT *****						TEXT AMT 500 165 665	
401-0901-536.52-15	POSTAL SERVICE	922	1,231	1,200	1,200		876	1,200
	LEVEL 6 TEXT MAILING OF BACKFLOW LETTERS FOR COMPLIANCE - CERTIFIED MAILING *****						TEXT AMT 1,200 1,200	
401-0901-536.54-01	BOOKS & SUBSCRIPTIONS	226	247	300	0		0	0
	LEVEL TEXT						TEXT AMT	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	6 NO FUNDING REQUIREMENT FOR FY19 *****						
*	OPERATING EXPENSE	25,187	29,429	28,670	30,335	16,370	35,697
**	UTILITY WAREHOUSE	137,182	147,853	145,915	149,702	122,363	150,117
***	UTILITY ADMINISTRATION	1,149,492	1,210,006	1,323,863	1,414,505	1,063,053	1,431,276
****	W&S O&M REVENUE FUND	28,963,201	29,383,131	26,915,366	30,649,211	22,918,141	27,683,039

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
W/S R&R FUND (A)							
403-0000-334.38-00	ST JOHNS WATER MANAGEMENT	135,135	216,611	0	0	0	0
403-0000-361.10-00	INTEREST EARNINGS-INVESTM	13,602	12,455	5,000	5,000	37,565	5,000
403-0000-369.90-00	MISC REVENUE	0	29,820	0	0	0	0
403-0000-389.10-00	APPROPRIATED FUND BAL	0	0	0	4,233,919	0	0
403-0000-399.10-12	FRM 401 WATER/SEWER REV	2,400,000	2,400,000	2,500,000	2,500,000	2,083,333	2,500,000
*		2,548,737	2,658,886	2,505,000	6,738,919	2,120,898	2,505,000
** W/S R&R FUND (A)		2,548,737	2,658,886	2,505,000	6,738,919	2,120,898	2,505,000
*** W/S R&R FUND (A)		2,548,737	2,658,886	2,505,000	6,738,919	2,120,898	2,505,000
**** W/S R&R FUND (A)		2,548,737	2,658,886	2,505,000	6,738,919	2,120,898	2,505,000

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
403-0200-533.44-13	WATER PRODUCTION 1987 BOND PROJECTS FLEET FINANCING	296,972	316,294	299,747	299,747	249,789	319,194
	LEVEL 6 TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 319,194 319,194	
*	OPERATING EXPENSE	296,972	316,294	299,747	299,747	249,789	319,194
403-0200-533.63-97	PROJ CAPITAL OUTLAY	211,226	188,412	150,000	1,140,147	1,078,664	500,000
	LEVEL 6 TEXT *PLACEHOLDER FOR FY19 PROJECTS* 04-24-18 NT CIP: WATER TREATMENT PLANT R&R EQUIPMENT - WWP003 CIP: WTP-RAW WATER MAIN REPLC					TEXT AMT 200,000 300,000 500,000	
403-0200-533.63-99	FIXED ASSET TRANSFERS	269,194-	222,637-	0	0	0	0
403-0200-533.64-97	PROFESSIONAL SERVICES	57,969	34,225	0	55,689	3,013	0
*	CAPITAL OUTLAY	1	0	150,000	1,195,836	1,081,677	500,000
**	1987 BOND PROJECTS	296,973	316,294	449,747	1,495,583	1,331,466	819,194
***	WATER PRODUCTION	296,973	316,294	449,747	1,495,583	1,331,466	819,194

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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 PROPOSED3
NON DEPARTMENTAL							
BOND PROJECTS							
403-0300-536.63-97	PROJ CAPITAL OUTLAY	0	0	0	750,000	0	0
*	CAPITAL OUTLAY	0	0	0	750,000	0	0
403-0300-536.99-10	CONTINGENCY	0	0	170,253	110,253	0	275,806
*	NON-OPERATING EXPENSE	0	0	170,253	110,253	0	275,806
**	BOND PROJECTS	0	0	170,253	860,253	0	275,806
***	NON DEPARTMENTAL	0	0	170,253	860,253	0	275,806

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
*WASTEWATER TREATMENT WASTEWATER TREATMENT							
403-0400-535.63-97	PROJ CAPITAL OUTLAY	146,968	136,080	1,385,000	2,800,432	730,339	1,350,000
	LEVEL 6						
	TEXT					TEXT AMT	
	PLACEHOLDER FOR FY19 CIP PROJECTS 07-12-18 NT						
	CIP: WRF - R&R - SSP002					150,000	
	CIP: WRF-ELECTRIC SYSTEM REPAIR/REPLACEMENT SSP012					500,000	
	CIP: WRF- REPLACE EXISTING LIFT STATIONS- SLS002					200,000	
	CIP: GENERATOR REPLACEMENT					100,000	
	CIP: SEWER SYSTEM REHAB-FORCE MAIN RIVER CRSS					300,000	
	CIP: WRF-OPERATIONS BUILDING EXPANSION					100,000	
						1,350,000	
403-0400-535.63-99	FIXED ASSET TRANSFERS	306,954-	333,917-	0	0	0	0
403-0400-535.64-97	PROFESSIONAL SERVICES	0	6,077	200,000	394,874	203,852	60,000
	LEVEL 6						
	TEXT					TEXT AMT	
	CIP: WRF - TELEMETRY INSTRUMENT/CTRL SYS- MME003					60,000	
						60,000	
*	CAPITAL OUTLAY	159,986-	191,760-	1,585,000	3,195,306	934,191	1,410,000
**	WASTEWATER TREATMENT	159,986-	191,760-	1,585,000	3,195,306	934,191	1,410,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	WASTEWATER COLLECTION						
403-0401-535.63-97	PROJ CAPITAL OUTLAY	683,062	0	0	0	0	0
403-0401-535.63-99	FIXED ASSET TRANSFERS	683,062-	0	0	0	0	0
		-----	-----	-----	-----	-----	-----
*	CAPITAL OUTLAY	0	0	0	0	0	0
		-----	-----	-----	-----	-----	-----
**	WASTEWATER COLLECTION	0	0	0	0	0	0

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	SRF PROJECTS/OTHR GRANTS						
403-0410-535.63-97	PROJ CAPITAL OUTLAY	159,986	191,760	0	0	0	0
*	CAPITAL OUTLAY	159,986	191,760	0	0	0	0
**	SRF PROJECTS/OTHR GRANTS	159,986	191,760	0	0	0	0
***	*WASTEWATER TREATMENT	0	0	1,585,000	3,195,306	934,191	1,410,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
METER SHOP							
METER SHOP							
403-0500-536.49-31	NON-CAP RPLMT MTR INSTALL	246,687	41,935	0	0	0	0
403-0500-536.55-31	NON-CAP RPLC MTR INSTALLS	8,681	0	0	0	0	0
-----		-----	-----	-----	-----	-----	-----
*	OPERATING EXPENSE	255,368	41,935	0	0	0	0
-----		-----	-----	-----	-----	-----	-----
**	METER SHOP	255,368	41,935	0	0	0	0
-----		-----	-----	-----	-----	-----	-----
***	METER SHOP	255,368	41,935	0	0	0	0

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
W/S DISTRIBUTION							
WATER DISTRIBUTION							
403-0800-533.63-97	PROJ CAPITAL OUTLAY	257,116	63,234	300,000	1,187,777	111,554	0
403-0800-533.63-99	FIXED ASSET TRANSFERS	257,116-	63,234-	0	0	0	0
-----		-----	-----	-----	-----	-----	-----
*	CAPITAL OUTLAY	0	0	300,000	1,187,777	111,554	0
-----		-----	-----	-----	-----	-----	-----
**	WATER DISTRIBUTION	0	0	300,000	1,187,777	111,554	0
-----		-----	-----	-----	-----	-----	-----
***	W/S DISTRIBUTION	0	0	300,000	1,187,777	111,554	0
-----		-----	-----	-----	-----	-----	-----
****	W/S R&R FUND (A)	552,341	358,229	2,505,000	6,738,919	2,377,211	2,505,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
IMPACT FEE							
405-0000-324.21-00	RESIDENTIAL PHYSICAL ENVI	0	0	0	0	18,050	0
405-0000-324.21-30	RESIDENTIAL WATER	204,303	250,995	150,000	150,000	420,990	150,000
	LEVEL 6 TEXT INITIAL ESTIMATE FOR FY18					150,000	
	*****					150,000	
405-0000-324.21-50	RESIDENTIAL SEWER	239,623	288,368	150,000	150,000	454,462	150,000
	LEVEL 6 TEXT INITIAL ESTIMATE FOR FY18					150,000	
	*****					150,000	
405-0000-324.22-00	COMMERCIAL PHYSICAL ENVIR	0	0	0	0	111,324	0
405-0000-324.22-30	COMMERCIAL WATER	72,425	603,815	150,000	150,000	71,438	150,000
	LEVEL 6 TEXT INITIAL ESTIMATE FOR FY18					150,000	
	*****					150,000	
405-0000-324.22-50	COMMERCIAL SEWER	134,296	625,163	150,000	150,000	620,004	150,000
	LEVEL 6 TEXT INITIAL ESTIMATE FOR FY18					150,000	
	*****					150,000	
405-0000-361.10-00	INTEREST EARNINGS-INVESTM	16,777	9,401	1,000	1,000	38,776	1,000
405-0000-369.90-00	MISC REVENUE	0	38,477	0	0	0	0
405-0000-389.10-00	APPROPRIATED FUND BAL	0	0	236,000	2,429,590	0	1,011,000
	LEVEL 6 TEXT AMOUNT NEEDED TO BALANCE THE FUND 06-15-18 NT					1,011,000	
	*****					1,011,000	
*		667,424	1,816,219	837,000	3,030,590	1,735,044	1,612,000
**	IMPACT FEE	667,424	1,816,219	837,000	3,030,590	1,735,044	1,612,000
***	IMPACT FEE	667,424	1,816,219	837,000	3,030,590	1,735,044	1,612,000
****	IMPACT FEE	667,424	1,816,219	837,000	3,030,590	1,735,044	1,612,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	WATER PRODUCTION						
	1987 BOND PROJECTS						
405-0200-533.63-97	PROJ CAPITAL OUTLAY	0	0	0	158,552	0	0
*	CAPITAL OUTLAY	0	0	0	158,552	0	0
**	1987 BOND PROJECTS	0	0	0	158,552	0	0
***	WATER PRODUCTION	0	0	0	158,552	0	0

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
NON DEPARTMENTAL BOND PROJECTS							
405-0300-536.49-90	ADMIN SERVICE FEES	11,396	34,993	12,000	12,000	10,000	12,000
*	OPERATING EXPENSE	11,396	34,993	12,000	12,000	10,000	12,000
**	BOND PROJECTS	11,396	34,993	12,000	12,000	10,000	12,000
***	NON DEPARTMENTAL	11,396	34,993	12,000	12,000	10,000	12,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
*WASTEWATER TREATMENT WASTEWATER TREATMENT 405-0400-535.63-97 PROJ	CAPITAL OUTLAY	1,682,995	39,171	300,000	1,481,873	30,255	600,000
	LEVEL 6						
	TEXT CIP: SEWER SYSTEM EXPANSION UET023						300,000
	TEXT CIP: WATER REUSE PROGRAM SSP017						300,000
							600,000
405-0400-535.63-99	FIXED ASSET TRANSFERS	1,682,995-	39,171-	0	0	0	0
*	CAPITAL OUTLAY	0	0	300,000	1,481,873	30,255	600,000
**	WASTEWATER TREATMENT	0	0	300,000	1,481,873	30,255	600,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
WASTEWATER COLLECTION							
405-0401-535.63-97	PROJ CAPITAL OUTLAY	80,252	0	50,000	172,608	0	50,000
	LEVEL 6 TEXT CIP: CITY COST PARTICIPATION UCP001					TEXT AMT 50,000 50,000	
405-0401-535.63-99	FIXED ASSET TRANSFERS	80,252-	0	0	0	0	0
*	CAPITAL OUTLAY	0	0	50,000	172,608	0	50,000
**	WASTEWATER COLLECTION	0	0	50,000	172,608	0	50,000
***	*WASTEWATER TREATMENT	0	0	350,000	1,654,481	30,255	650,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
W/S DISTRIBUTION							
WATER DISTRIBUTION							
405-0800-533.63-97	PROJ CAPITAL OUTLAY	350,041	83,500	475,000	1,205,557	1,406	950,000
	LEVEL 6						
	TEXT					TEXT AMT	
	CIP: WATER SYSTEM REPLACEMENT URP001					550,000	
	CIP: WATER SYSTEM EXTENSION /UPSIZING UET001					50,000	
	CIP: CITY COST PARTICIPATION UCP001					50,000	
	CIP: WTP-3 MILL GAL WATER STORAGE TANK WWP007					300,000	
						950,000	
405-0800-533.63-99	FIXED ASSET TRANSFERS	350,041-	83,500-	0	0	0	0
*	CAPITAL OUTLAY	0	0	475,000	1,205,557	1,406	950,000
**	WATER DISTRIBUTION	0	0	475,000	1,205,557	1,406	950,000
***	W/S DISTRIBUTION	0	0	475,000	1,205,557	1,406	950,000
****	IMPACT FEE	11,396	34,993	837,000	3,030,590	41,661	1,612,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
SOLID WASTE							
410-0000-331.51-16	HURRICANE MATTHEW	0	4,770	0	0	0	0
410-0000-334.51-16	HURRICANE MATTHEW	0	673	0	0	0	0
410-0000-343.41-00	GARBAGE-CURBSIDE	5,349,794	5,251,862	5,300,000	5,300,000	4,601,544	5,406,000
LEVEL 6	TEXT PROJECTING 2% GROWTH \$5,300,000 X 1.02 (UPDATED 7/17/18 TP)					TEXT AMT 5,406,000 5,406,000	
410-0000-343.42-00	ENERGY FEE-GARBAGE	622,625	617,097	612,759	612,759	543,135	625,014
LEVEL 6	TEXT PROJECTING 2% INCREASE \$620,000 X 1.02 (UPDATED 7/17/18 TP)					TEXT AMT 625,014 625,014	
410-0000-343.43-00	LANDFILL FEE	739-	17-	0	0	1,522-	0
410-0000-343.44-00	COMMERCIAL-GARBAGE CONTAI	1,161,135	1,193,776	1,139,976	1,139,976	1,065,033	1,210,000
LEVEL 6	TEXT BASED ON HISTORICAL MODEL (UPDATED 7/17/18 TP)					TEXT AMT 1,210,000 1,210,000	
410-0000-343.46-00	COMMERCIAL-ROLL OFF	17,605	31,895	17,000	17,000	26,670	20,000
LEVEL 6	TEXT PROJECTION BASED ON HISTORICAL DATA (TP 7//16/18)					TEXT AMT 20,000 20,000	
410-0000-343.66-00	SERVICE CHARGE/ LATE FEE	39	0	0	0	0	0
410-0000-361.10-00	INTEREST EARNINGS-INVESTM	24,128	14,055	20,000	20,000	25,471	20,000
LEVEL 6	TEXT FLAT PROJ BASED ON FY17/18 EST (TP 7/16/18) *****					TEXT AMT 20,000 20,000	
410-0000-369.90-00	MISC REVENUE	809	5	0	0	7	0
410-0000-369.97-00	RECYCLING PROCEEDS	18,621	34,062	20,282	20,282	800	0
LEVEL 6	TEXT PER DEPARTMENT 7/17/18 NO MARKET FOR RECYCLABLES CURRENTLY PROJECTING AN EXPENSE FOR THIS					TEXT AMT	
410-0000-389.10-00	APPROPRIATED FUND BAL	0	0	123,307	244,307	0	410,402

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	LEVEL 6						
	TEXT TO BALANCE FUND (TP 7/16/18)						TEXT AMT 387,008

	UPDATED 8/1/18 TO BALANCE FUND						21,214

	UPDATED 8/24/18 TO BALANCE FUND						2,180
							410,402
*		7,194,017	7,148,178	7,233,324	7,354,324	6,261,138	7,691,416
**	SOLID WASTE	7,194,017	7,148,178	7,233,324	7,354,324	6,261,138	7,691,416
***	SOLID WASTE	7,194,017	7,148,178	7,233,324	7,354,324	6,261,138	7,691,416
****	SOLID WASTE	7,194,017	7,148,178	7,233,324	7,354,324	6,261,138	7,691,416

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
410-6100-534.12-00	SOLID WASTE SOLID WASTE ADMIN. SALARIES & WAGES	188,320	165,502	172,637	166,037	109,006	181,562
	LEVEL 6 TEXT					TEXT AMT	
						CURRENT STAFF (INCL.ACCRUAL PAYOUT EST.)	174,227
						WAGE INCREASE	5,073
						PU/PW DIRECTOR INCR (REORG)	428

						INCR DEPUTY DIR REORG ADJ-PER PAF 8/15/18	1,834
							181,562
410-6100-534.12-11	COMPENSATED ABSENCE	0	22,279-	0	0	0	0
410-6100-534.14-00	OVERTIME	21	2,023	0	1,500	1,159	1,000
	LEVEL 6 TEXT					TEXT AMT	
						AFTER HOURS INSPECTIONS AS NEEDED	1,000

							1,000
410-6100-534.21-00	FICA TAXES	13,857	10,676	13,208	13,208	8,288	13,934
	LEVEL 6 TEXT					TEXT AMT	
						CURRENT STAFF (INCL. ACCRUAL PAYOUT EST.)	13,339
						WAGE INCREASE	387
						PU/PW DIRECTOR INCR (REORG)	68

						DOES NOT INCLUDE PROJECT	

						INCR DEPUTY DIR REORG ADJ-PER PAF 8/15/18	140
							13,934
410-6100-534.22-00	RETIREMENT CONTRIBUTIONS	25,067	16,669	20,152	20,152	12,151	21,862
	LEVEL 6 TEXT					TEXT AMT	
						CURRENT STAFF	20,929
						WAGE INCREASE	639
						PU/PW DIRECTOR INCR (REORG)	110

						INCR DEPUTY DIR REORG ADJ-PER PAF 8/15/18	184
							21,862
410-6100-534.22-99	NON CASH GASB 68 EXPENSE	2,384-	2,752	0	0	0	0
410-6100-534.23-00	HEALTH INSURANCE	23,119	19,686	25,855	25,855	19,730	28,162
	LEVEL 6 TEXT					TEXT AMT	
						HEALTH	26,270
						DENTAL	1,421

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
	LIFE						450
	WAGE INCREASE LIFE						13
	PU/PW DIRECTOR INCR (REORG)INCR LIFE						4

	INCR DEPUTY DIR REORG ADJ-PER PAF 8/15/18						4
							28,162
410-6100-534.24-00	WORKER'S COMPENSATION	2,992	741	1,023	1,023	439	1,030
	LEVEL 6					TEXT AMT	
	TEXT						982
	CURRENT STAFF (INCL. ACCRUAL PAYOUT EST.)						22
	WAGE INCREASE						8
	PU/PW DIRECTOR INCR (REORG)						

	INCR DEPUTY DIR REORG ADJ-PER PAF 8/15/18						18
							1,030
410-6100-534.26-00	OPEB / EAP BENEFIT	130	99	131	131	99	143
	LEVEL 6					TEXT AMT	
	TEXT						143
	CURRENT STAFF						143
410-6100-534.26-01	OPEB	3,183	3,468	0	0	0	0
		-----	-----	-----	-----	-----	-----
*	PERSONNEL SERVICES	254,305	199,337	233,006	227,906	150,872	247,693
410-6100-534.31-13	OTHER PROF. SERVICES	0	0	0	16,000	0	0
410-6100-534.31-16	AUDIT FEE	5,350	4,950	4,950	4,950	4,950	5,040
	LEVEL 6					TEXT AMT	
	TEXT						5,040
	9% OF ANNUAL AUDIT FEE \$56,000						

							5,040
410-6100-534.34-11	LANDFILL SERVICES	1,413,273	1,523,132	1,517,630	1,517,630	1,430,000	1,547,983
	LEVEL 6					TEXT AMT	
	TEXT						1,517,630
	VOLUSIA COUNTY LANDFILL						30,353
	FY19 INCREASE PER COMMUNITY DEVELOPMENT 2%						

							1,547,983

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
410-6100-534.34-14	CONTRACT SERVICES OTHER	4,511,966	4,698,010	4,680,763	4,785,763	4,690,763	4,988,054
	LEVEL 6 TEXT					TEXT AMT	
	WASTE PRO CONTRACT					4,453,236	
	2% INCREASE FOR GROWTH					89,065	
	1.48% CPI INCREASE					67,226	
	USA -STREET SWEEPING CONTRACT FY19					227,527	
	SHARPS CONTAINER PROGRAM DISPOSAL					1,000	
	(PREVIOUSLY BUDGETED IN THE FIRE DEPT)						

	NEW: ESTIMATED CURBSIDE RECYCLING CONTRACT					150,000	
	ADDED 7/17/18 TP-PER DISCUSSION WITH DEPARTMENT						

	MOVED \$10,000 TO CONTINGENCY FOR NEW CITY-WIDE HAZARDOUS WASTE COLLECTION SERVICE						
						4,988,054	
410-6100-534.34-15	TEMP HELP SERVICE FEE	2,851	7,539	0	3,000	3,000	0
410-6100-534.40-00	TRAVEL PER DIEM	0	0	1,000	1,000	0	500
	LEVEL 6 TEXT					TEXT AMT	
	TRAVEL EXPENSE FOR ATTENDANCE AT MUNICIPAL SOLID WASTE COLLECTION SYSTEM TRAINING (OUT OF TOWN)					500	
	**NOTE: AIRFARE, FOOD, AND HOTEL						

						500	
410-6100-534.40-10	EMPLOYEE TRAINING	0	0	1,259	1,224	0	1,259
	LEVEL 6 TEXT					TEXT AMT	
	SWANA SOLID WASTE TRAINING-MUNICIPAL SOLID WASTE COLLECTION SYSTEMS TRAINING					1,259	

						1,259	
410-6100-534.41-00	COMMUNICATION SERVICES	223	810	804	804	899	1,286
	LEVEL 6 TEXT					TEXT AMT	
	COMMUNICATION DETAIL:						
	AT & T CELL PHONE SERVICES (1@\$60/MTH)					720	
	EJ WARD-GPS FLEET MONITORING (1@\$6.95)					86	
	AIR CARD (\$40/MTH)					480	

						1,286	
410-6100-534.43-10	ELECTRICAL SERVICES	518	1,170	0	2,100	1,767	0
	LEVEL 6 TEXT					TEXT AMT	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
410-6100-534.44-13	FLEET FINANCING	6 5,168	NO FUNDING REQUIREMENT 0	4,475	4,475	3,729	4,475
	LEVEL 6 TEXT FLEET FINANCE AS OF 06-18-18 NT *****					TEXT AMT 4,475 4,475	
410-6100-534.45-19	VEHICLE INSURANCE	373	387	433	433	361	571
	LEVEL 6 TEXT ONE VEHICLE ASSIGNED TO 410 UPDATED FOR FY19 *****					TEXT AMT 571 571	
410-6100-534.46-12	VEH MAINT/REPAIR	252	1,539	2,250	2,250	1,131	2,250
	LEVEL 6 TEXT ONE VEHICLE ASSIGNED TO 410 *****					TEXT AMT 2,250 2,250	
410-6100-534.46-27	ANNUAL FLEET MAINT CHARGE	0	0	265	265	265	265
	LEVEL 6 TEXT TO BE MODIFIED BY FINANCE *****					TEXT AMT 265 265	
410-6100-534.46-36	SOFTWARE MAINTENANCE	0	0	1,270	1,270	0	8,470
	LEVEL 6 TEXT ANNUAL LUCITY SOFTWARE MAINT. SPLIT FUNDED BETWEEN 001/410/412/506 RECYCLE COACH - SOLID WASTE APP FOR RESIDENT EDUCATION NEW FY19 *****					TEXT AMT 1,270 7,200 8,470	
410-6100-534.49-02	COMPUTER SOFTWARE	0	0	1,595	0	0	0
	LEVEL 6 TEXT RISI TECHNOLOGY SOFTWARE - ANNUAL FEE (NO LONGER HAVE)					TEXT AMT	
410-6100-534.49-16	COMPUTER HARDWARE	0	0	0	1,595	1,439	0
	LEVEL 6 TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
410-6100-534.49-19	LICENSES, TAXES & FEES	0	0	0	35	35	0
410-6100-534.49-61	DATA PROCESSING 501	182,305	171,132	194,319	194,319	161,933	228,995
	6 NO FUNDING REQUEST FOR FY19						
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT	
	***					207,781	
	UPDATED 8/1/18 A LA CARTE GIS SPEC					21,214	
						228,995	
410-6100-534.49-64	INSURANCE 504	10,611	6,295	6,678	6,678	5,565	10,188
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT	
						10,188	
						10,188	
410-6100-534.49-66	TFR TO 506 BLDG MAINT FD	4,356	6,628	10,105	10,105	8,421	10,326
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT	
						10,326	
						10,326	
410-6100-534.49-90	ADMIN SERVICE FEES	309,387	336,904	365,017	365,017	304,181	414,148
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT	
						414,148	
						414,148	
410-6100-534.51-00	OFFICE SUPPLIES	0	0	250	250	250	250
	LEVEL 6 TEXT					TEXT AMT	
	OFFICE SUPPLIES-PAPER, PENS, ETC.					250	

						250	
410-6100-534.52-00	OTHER OPERATING SUPPLIES	8,571	245	1,000	1,000	300	1,500
	LEVEL 6 TEXT					TEXT AMT	
	OTHER OPERATING SUPPLIES					1,000	
	EXAMPLES:						
	GLOVES, SAFETY EQUIPMENT, TOOLS, ETC.						
	SHARPS CONTAINERS MOVED FROM FIRE FOR FY19						500

							1,500
410-6100-534.52-10	GAS, DIESEL, OIL, & GREASE	829	1,562	2,415	2,415	2,205	2,250
	LEVEL TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
6	EST UNLEADED 900 GAL @ \$2.50 PER GALLON ***** **UPDATED \$/GAL 6/28/18 TP						2,250
							2,250
410-6100-534.52-12	UNIFORMS	38	117	123	123	123	123
LEVEL 6	TEXT UNIFORM RENTAL EXPENSE FOR THE SOLID WASTE MANAGER **NOTE: AVG \$2.36 PER WEEK *****					TEXT AMT	123
							123
410-6100-534.54-00	DUES & MEMBERSHIPS	0	300	160	160	0	180
LEVEL 6	TEXT ANNUAL MEMBERSHIP FEES FOR SWANA MEMBERSHIP *****					TEXT AMT	180
							180
* OPERATING EXPENSE		6,456,071	6,760,720	6,796,761	6,922,861	6,621,317	7,228,113
410-6100-534.63-99	REPAIR & MAINTENANCE	0	30,500	0	0	0	0
410-6100-534.64-15	ADP EQUIPMENT	0	30,500	0	0	0	0
* CAPITAL OUTLAY		0	0	0	0	0	0
410-6100-534.99-02	DEPRECIATION EXPENSE	957	5,194	0	0	0	0
410-6100-534.99-10	CONTINGENCY	0	0	1,100	1,100	0	10,000
LEVEL 6	TEXT NEW SERVICE - PENDING APPROVAL: CITY-WIDE HAZARDOUS WASTE COLLECTION PIGGY BACK WITH OTHER MUNICIPAL GOVERNMENTS					TEXT AMT	10,000
							10,000
* NON-OPERATING EXPENSE		957	5,194	1,100	1,100	0	10,000
** SOLID WASTE ADMIN.		6,711,333	6,965,251	7,030,867	7,151,867	6,772,189	7,485,806

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
INTERFUND TRANSFERS							
410-6101-581.91-25	IN LIEU OF TAX TRANSFER	204,425	204,831	202,457	202,457	168,715	205,610
		LEVEL 6	TEXT UPDATED FOR FY19			TEXT AMT 205,610 205,610	
*	TRANSFERS	204,425	204,831	202,457	202,457	168,715	205,610
**	INTERFUND TRANSFERS	204,425	204,831	202,457	202,457	168,715	205,610
***	SOLID WASTE	6,915,758	7,170,082	7,233,324	7,354,324	6,940,904	7,691,416
****	SOLID WASTE	6,915,758	7,170,082	7,233,324	7,354,324	6,940,904	7,691,416

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
DRAINAGE CONST OPERATING							
412-0000-325.10-00	CAPITAL IMPROVEMENT	0	3,341	0	0	0	0
412-0000-325.20-00	CHARGES FOR PUBLIC SERVIC	3,846,382	3,920,262	4,735,977	4,514,348	4,470,393	4,481,278
LEVEL 6	TEXT					TEXT AMT	
	INITIAL ESTIMATE						
	38,224 ERU'S X \$115 X 96% = \$4,219,930					4,219,930	
	*BILLED ON PROP. TAX BILLS THROUGH COUNTY						
	(REVISED FROM 97% TO 95% LP 6/28/18)						
	(REVISED FROM 95% TO 96% NT 7/23/18)						
	BILLED ON UTILITY BILLS:						
	DC: \$41.4 X 2,284 UNITS = \$95,095.80						
	DC25: \$10.35 X 30 UNITS = \$310.50						
	DC50: \$20.70 X 59 UNITS = \$1,221.30						
	DR: \$73.60 X 2,386 UNITS = \$175,609.60						
	UTILITY BILLED TOTAL: \$272,237.20 X 96%=\$261,348					261,348	
	07-23-18 NT						
						4,481,278	
412-0000-331.51-16	HURRICANE MATTHEW	0	78,548	0	0	0	0
412-0000-334.21-16	CAMBRIDGE CANAL LP64041	535,467	27,773	0	478,517	377,899	0
412-0000-334.21-17	LP64042FLOOD MIT VIRG MON	0	0	0	750,000	0	0
412-0000-334.36-02	WHITE ACRES FY16	165,391	439,786	0	0	0	0
412-0000-334.51-16	HURRICANE MATTHEW	0	8,566	0	0	0	0
412-0000-361.10-00	INTEREST EARNINGS-INVESTM	20,992	15,623	26,700	26,700	39,937	26,700
412-0000-364.49-00	GAIN/(LOSS) ON SALE F/A	32,301	73,278-	0	0	0	0
412-0000-369.90-00	MISC REVENUE	5,494	260	0	0	382	0
412-0000-381.16-00	TRANSFER FROM 001	677,000	0	0	0	0	0
412-0000-389.10-00	APPROPRIATED FUND BAL	0	0	0	1,607,509	0	490,172
LEVEL 6	TEXT					TEXT AMT	
	PRELIMINARY ESTIMATE TO BALANCE THE FUND					396,388	
	06-15-18 NT						
	INCREASE 07-12-18 NT					125,662	
	INCREASE 07-18-18 TP					499	
	DECREASE BASED ON PROJECTING THE SERVICE CHARGE						
	AT 96%, INSTEAD OF 95%. 07-23-18 NT					41,236-	

	UPDATED TO BALANCE BUDGET 08-01-18 TP					20,519	

	UPDATED TO BALANCE FUND 08-24-18 TP					11,660-	
						490,172	
412-0000-399.10-59	FRM 414 DRNAGE BOND SINKN	2,440,585	476,559	0	0	0	0
*		7,723,612	4,897,440	4,762,677	7,377,074	4,888,611	4,998,150

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
**	DRAINAGE CONST OPERATING	7,723,612	4,897,440	4,762,677	7,377,074	4,888,611	4,998,150
***	DRAINAGE CONST OPERATING	7,723,612	4,897,440	4,762,677	7,377,074	4,888,611	4,998,150
****	DRAINAGE CONST OPERATING	7,723,612	4,897,440	4,762,677	7,377,074	4,888,611	4,998,150

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
412-1800-541.12-00	DRAINAGE UTILITY DRAINAGE UTILITY SALARIES AND WAGES	536,095	506,737	644,686	620,091	387,325	613,391
	LEVEL 6 TEXT					TEXT AMT	
						CURRENT STAFF (INCL. ACCRUAL PAYOUT EST.)	608,823
						WAGE INCREASE	12,848
						PU/PW DIRECTOR INCR (REORG)	428

						INCR DEPUTY DIR REORG ADJ-PER PAF 8/15/18	787

						UPDATE: REORG PAF PU CONSTR & ENG MGR 8/24/18	9,495-
						BUDGETED AT 80/20 SHOULD BE 90/10	
							613,391
412-1800-541.12-11	COMPENSATED ABSENSE	9,796-	1,485	0	0	0	0
412-1800-541.14-00	OVERTIME	2,101	26,853	5,000	10,000	11,656	5,000
	LEVEL 6 TEXT					TEXT AMT	
						CALL OUT FOR EMERGENCIES	5,000
							5,000
412-1800-541.15-10	CERTIFICATION/LICENSES	0	0	0	1,000	382	300
	LEVEL 6 TEXT					TEXT AMT	
						CDL EQ OP(2) HEAVY OP(2) 1 CREW CHIEF/1 SUPERVISOR	300
							300
412-1800-541.21-00	FICA TAXES	37,482	39,060	49,716	49,716	28,919	47,280
	LEVEL 6 TEXT					TEXT AMT	
						CURRENT STAFF (INCL. ACCRUAL PAYOUT EST.)	46,897
						WAGE INCREASE	982
						PU/PW DIRECTOR INCR (REORG)	68

						INCR DEPUTY DIR REORG ADJ-PER PAF 8/15/18	60

						UPDATE: REORG PAF PU CONSTR & ENG MGR 8/24/18	727-
						BUDGETED AT 80/20 SHOULD BE 90/10	
							47,280
412-1800-541.22-00	RETIREMENT CONTRIBUTIONS	72,653	65,451	87,299	87,299	58,620	94,424
	LEVEL 6 TEXT					TEXT AMT	
						CURRENT STAFF	93,201
						WAGE INCREASE	2,271
						PU/PW DIRECTOR INCR (REORG)	109

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	INCR DEPUTY DIR REORG ADJ-PER PAF 8/15/18 ***						78
	UPDATE: REORG PAF PU CONSTR & ENG MGR 8/24/18 BUDGETED AT 80/20 SHOULD BE 90/10						1,235-
							94,424
412-1800-541.22-99	NON CASH GASB 68 EXPENSE	11,683-	13,492	0	0	0	0
412-1800-541.23-00	HEALTH INSURANCE	81,456	82,482	120,595	120,595	79,218	121,199
	LEVEL 6						
	TEXT					TEXT AMT	
	HEALTH					114,089	
	DENTAL					6,171	
	LIFE					1,668	
	WAGE INCREASE LIFE					33	
	PU/PW DIRECTOR INCR (REORG)INCR LIFE					5	

	INCR DEPUTY DIR REORG ADJ-PER PAF 8/15/18 ***						2
	UPDATE: REORG PAF PU CONSTR & ENG MGR 8/24/18 BUDGETED AT 80/20 SHOULD BE 90/10						
	HEALTH						687-
	DENTAL						37-
	LIFE						45-
							121,199
412-1800-541.24-00	WORKER'S COMPENSATION	9,946	7,513	10,980	10,980	10,232	10,991
	LEVEL 6						
	TEXT					TEXT AMT	
	CURRENT STAFF (INCL. ACCRUAL PAYOUT EST.)					11,083	
	WAGE INCREASE					262	
	PU/PW DIRECTOR INCR (REORG)					4	

	INCR DEPUTY DIR REORG ADJ-PER PAF 8/15/18 ***						7
	TO ADJUST FOR CHANGES TO WKS COMP CODES W/REORG ***						274-
	UPDATE: REORG PAF PU CONSTR & ENG MGR 8/24/18 BUDGETED AT 80/20 SHOULD BE 90/10						91-
							10,991
412-1800-541.25-00	UNEMPLOYMENT COMP	0	3,003	0	1,000	273	0
412-1800-541.26-00	OPEB / EAP BENEFIT	512	465	614	614	414	618
	LEVEL 6						
	TEXT					TEXT AMT	
	CURRENT STAFF					621	

	UPDATE: REORG PAF PU CONSTR & ENG MGR 8/24/18 BUDGETED AT 80/20 SHOULD BE 90/10						3-

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
							618
412-1800-541.26-01	OPEB	16,109	13,444	0	0	0	0
*	PERSONNEL SERVICES	734,875	759,985	918,890	901,295	577,039	893,203
412-1800-541.31-13	OTHER PROF. SERVICES	14,272	33,036	42,000	102,000	56,110	39,471
	LEVEL 6 TEXT					TEXT AMT	
	OTHER PROFESSIONAL SERVICES DETAIL:						
	FEC WATCHMAN NEEDED WHEN CLEANING THE DITCH ALONG THE RAIL ROAD					3,000	
	MISC ENGINEER SURVEYS-ADDITIONAL SURVEYS FOR UPCOMING R & R					7,000	
	*NAVA PROPERTY APPR. FEE TO CHARGE STORMWATER FEE ON TAX BILL \$0.77 X 22,326 UNITS = \$17,191.02					17,191	
	*NAVA TAX COLLECTOR FEE TO CHARGE STORMWATER FEE ON TAX BILL \$0.55 X 22,326 UNITS = \$12,279.30					12,280	
	*UPDATED NAVA FEES BASED ON VOL CO REV DIV DATA (6/28/18 TP)						39,471
412-1800-541.31-16	AUDIT FEE	3,745	3,850	3,850	3,850	3,850	3,920
	LEVEL 6 TEXT					TEXT AMT	
	7% OF ANNUAL AUDIT FEE OF \$56,000					3,920	
412-1800-541.31-63	PROJECT PROFESSIONAL SERV	4,570	0	40,000	35,000	20,001	40,000
	LEVEL 6 TEXT					TEXT AMT	
	EMERGENCY DRAINAGE ENGINEERING SERVICES					20,000	
	ENGINEERING DESIGN FOR DRAINAGE IMPROV					20,000	
						40,000	
412-1800-541.34-14	CONTRACT SERVICES OTHER	38,826	77,724	109,430	123,451	89,145	100,930
	LEVEL 6 TEXT					TEXT AMT	
	AQUATIC PLANT MANAGEMENT SERVICES(OUT TO BID FY18)					45,000	
	TECHNICAL SERVICES OF ALUM STATION					9,430	
	NEW - CONCRETE REPAIR & REPLACEMENT					35,000	
	MISC CONTRACT SERVICES AS NEEDED FOR LARGER REPAIR MAINTENANCE					10,000	
	NEW - GENERATOR PREVENTATIVE MAINTENANCE					1,500	

	RETENTION PONDS FOUNTAIN MAINTENANCE REPAIR & INSTALL (MOVED \$20,000 TO 46-10)						

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	CAMBRIDGE CANAL PUMP STATION REHAB (MOVED \$25,000 TO 46-10 AS R & R)					100,930	
412-1800-541.34-15	TEMP HELP SERVICE FEE	0	5,555	0	16,000	16,000	0
412-1800-541.34-20	MOWING CONTRACT SERVICE	11,442	0	77,000	77,000	75,222	80,000
	LEVEL 6 TEXT					TEXT AMT	
	ANNUAL MOWING PROGRAM FOR RETENTION PONDS					77,000	
	UNDER YELLOWSTONE CONTRACT NO COST INCREASE					3,000	
	POTENTIAL CPI INCREASE					80,000	
412-1800-541.40-00	TRAVEL PER DIEM	0	1,056	2,250	2,250	382	1,000
	LEVEL 6 TEXT					TEXT AMT	
	OUT OF TOWN EXPENSES(MEALS, HOTELS, PARKING)					1,000	

	REDUCED OVER PRIOR YR-CONFERENCE IS LOCAL IN FY19					1,000	
412-1800-541.40-10	EMPLOYEE TRAINING	1,100	3,004	2,819	1,819	1,376	4,870
	LEVEL 6 TEXT					TEXT AMT	
	EMPLOYEE TRAINING DETAIL:						
	STORMWATER OPERATOR CERTIFICATION (4 @ 250)					1,000	
	MAINTENANCE OF TRAFFIC CERTIFICATION -					630	
	MOT (6 @ \$105)						
	PUMP OPERATOR COURSE (2 @ \$150)					300	
	APWA CONFERENCE					600	
	VACCON OPERATOR COURSE (2 @ \$150)					300	
	STORMWATER EROSION & SEDIMENT CONTROL (NPDES)					290	
	(1 @ \$290)						
	SUPERVISOR TRAINING					750	
	SAFETY TRAINING					1,000	
						4,870	
412-1800-541.41-00	COMMUNICATION SERVICES	2,516	2,063	3,245	3,245	2,501	3,745
	LEVEL 6 TEXT					TEXT AMT	
	COMMUNICATION DETAIL:						
	AT&T CELL PHONE SERVICES (3 @ \$60/MTH)					2,160	
	EJ WARD- GPS FLEET MONITORING (13 @ 6.95)					1,085	
	AIR CARDS (2) TWO NEW LAP TOPS					500	
						3,745	
412-1800-541.44-10	EQUIP/OTHER RENTAL/LEASE	8,702	0	8,500	9,233	9,232	8,500
	LEVEL 6 TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
6	FEC STORMWATER DISCHARGE OUTLET						8,500 8,500
412-1800-541.44-13	FLEET FINANCING	163,598	256,018	268,742	268,742	223,952	213,056
LEVEL 6	TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 213,056 213,056	
412-1800-541.45-19	VEHICLE INSURANCE	5,216	5,414	7,355	7,355	6,129	6,286
LEVEL 6	TEXT UPDATED FOR FY19					TEXT AMT 6,286 6,286	
412-1800-541.46-10	GENERAL EQUIP MAINT	1,885	10,651	3,200	3,200	340	67,500
LEVEL 6	TEXT GENERAL EQUIPMENT MAINTENANCE DETAIL: GENERATOR MAINTENANCE CAMBRIDGE PUMP -OVER 10 YEAR MISC EQUIPMENT MAINTENANCE AS NEEDED REHAB/MAINTENANCE NINE (9) PORTABLE PUMPS-NEW FY19 PUMP STATION R & R (1-CAMBRIDGE) - MOVED FROM 3414 RETENTION POND FOUNTAIN MAINTENANCE, REPAIR & INST MOVED FROM 3414					TEXT AMT 2,500 5,000 15,000 25,000 20,000 67,500	
412-1800-541.46-12	VEH MAINT/REPAIR	87,452	125,553	120,000	120,000	89,799	120,000
LEVEL 6	TEXT FY18 CURRENT MTHY AVG \$7,7799.91= 93,598.92 ANNUAL EST					TEXT AMT 120,000 120,000	
412-1800-541.46-18	CONT MAINT/COMM EQUIP	210	0	0	0	0	0
412-1800-541.46-27	ANNUAL FLEET MAINT CHARGE	0	0	21,598	21,598	21,598	21,598
LEVEL 6	TEXT TO BE MODIFIED BY FINANCE					TEXT AMT 21,598 21,598	
412-1800-541.46-30	DRAINAGE PROJECTS	0	15,760	0	0	15,760-	0
412-1800-541.46-36	SOFTWARE MAINTENANCE	0	0	4,680	6,618	1,938	7,818
LEVEL 6	TEXT LUCITY ANNUAL SOFTWARE MAINTENANCE (SPLIT FUNDED BETWEEN 001/410/412/506) ICPR4 SOFTWARE & TECH SUPPORT LICENSES					TEXT AMT 4,680 1,200	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	(MOVED HERE FROM 49-02) AUTO CAD-2D CAD ANNUAL (MOVED HERE FROM 49-02)						1,938
							7,818
412-1800-541.46-41	VEHICLE REPAIR - EXTERNAL	0	0	10,000	10,000	12,924	0
412-1800-541.47-00	PRINTING AND BINDING	0	2,167	0	0	0	0
412-1800-541.49-01	ADVERTISING	0	295	0	0	0	0
412-1800-541.49-02	COMPUTER SOFTWARE	1,994	0	2,195	257	0	0
412-1800-541.49-16	COMPUTER HARDWARE	0	0	0	0	0	2,000
	LEVEL 6 TEXT TWO (2) LAP TOPS - RUGGED SUPERVISOR/ CREW CHIEF					TEXT AMT 2,000	
							2,000
412-1800-541.49-19	LICENSES, TAXES, FEES	0	11,200	0	500	500	11,700
	LEVEL 6 TEXT NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)PERMIT. GENERAL PERMIT FOR STORMWATER DISCHARGE. **NOTE: \$11,700 FEE IS ONLY DUE FOR PERMITTING FEES ONCE EVERY TWO YEARS. THE ANNUAL FEE MS4 DUE IN FY19.(EST \$11,700)					TEXT AMT 11,700	
							11,700
412-1800-541.49-20	EQUIP & OTHER NON-CAPITAL	225	13,318	10,000	10,000	15,382	6,400
	LEVEL 6 TEXT BACK PACK BLOWER POLE SAW (2 @ \$600) PORTABLE GENERATOR ATTACHMENT FOR EXCAVATOR					TEXT AMT 700 1,200 1,500 3,000 6,400	
412-1800-541.49-61	DATA PROCESSING 501	189,015	168,123	188,324	188,324	156,937	232,101
	LEVEL 6 TEXT UPDATED FOR FY19 *** UPDATED 8/1/18 A LA CARTE GIS SPEC					TEXT AMT 211,582 20,519 232,101	
412-1800-541.49-64	TFR TO 504 SELF INSUR FD	53,695	33,456	33,794	33,794	28,162	47,737
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 47,737	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
							47,737
412-1800-541.49-66	TRF TO 506 BLDG MAINT FD	32,063	45,894	47,537	47,537	39,614	39,178
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 39,178 39,178	
412-1800-541.49-90	ADMIN SERVICE FEES	78,768	89,086	91,679	91,679	76,399	138,046
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 138,046 138,046	
412-1800-541.51-00	OFFICE SUPPLIES	0	0	1,000	2,000	1,020	1,000
	LEVEL 6 TEXT MISC. OFFICE SUPPLIES					TEXT AMT 1,000 1,000	
412-1800-541.52-00	OTHER OPERATING SUPPLIES	20,963	20,435	16,500	20,000	14,144	16,500
	LEVEL 6 TEXT PHYSICAL SAFETY EQUIPMENT -EYE PROTECTION GLOVES, EAR PLUGS ETC FIELD EQUIPMENT - SHOVELS, BROOMS, RAKES,ETC. CEMEX MATERIALS AND MISC.SUPPLIES FOR CONSTRUCTION REPAIRS MOVED TO 5218 RAGS, OILS FOR MIXED GAS, WEED EATER STRING					TEXT AMT 3,500 5,000 8,000 16,500	
412-1800-541.52-10	GAS,DIESEL,OIL,& GREASE	18,649	21,364	28,575	28,575	26,606	31,250
	LEVEL 6 TEXT UNLEADED - EST 1,700 GAL @ 2.50 DIESEL- EST 9,000 GAL @ 3.00 **UPDATED \$/GAL 6/28/18 TP					TEXT AMT 4,250 27,000 31,250	
412-1800-541.52-12	UNIFORMS	3,937	2,655	3,000	5,595	2,296	4,980
	LEVEL 6 TEXT UNIFORM RENTAL FOR 11 EMPLOYEES BOOT ALLOWANCE PER NAGE AGREEMENT \$165/ EMPLOYEE					TEXT AMT 3,000 1,980 4,980	
412-1800-541.52-15	POSTAL SERVICE	0	8,634	0	0	0	0
412-1800-541.52-17	AGRICULTURE SUPPLIES	2,124	6,542	46,000	61,000	701	26,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	LEVEL 6 TEXT SOD HYDRO SEED MIXTURE					TEXT AMT 20,000 6,000 26,000	
412-1800-541.52-18	REP & MAINT SUPPLIES	0	0	0	0	0	25,000
	LEVEL 6 TEXT MISC SUPPLIES FOR CONSTRUCTION REPAIRS EX - PIPE, CATCH BASINS, DRAINAGE GRATES, MANHOLES, ETC. NEW FY19					TEXT AMT 25,000 25,000	
412-1800-541.52-19	CHEMICALS	1,722	0	2,500	1,767	0	1,000
	LEVEL 6 TEXT CHEMICALS: ALUM POWDER FOR ALUM TREATMENT PLANT					TEXT AMT 1,000 1,000	
412-1800-541.52-20	VEHICLE PARTS	1,352	0	0	0	0	0
412-1800-541.53-00	ROAD MATERIAL & SUPPLY	0	0	0	0	0	6,000
	LEVEL 6 TEXT ROAD MATERIALS: CRUSHED CONCRETE ROCK ROAD BASE					TEXT AMT 2,000 2,000 2,000 6,000	
412-1800-541.53-63	PROJECT RD MATERIAL/SUPP	6,023	0	0	0	0	0
412-1800-541.54-00	DUES & MEMBERSHIPS	155	699	1,340	1,340	0	670
	LEVEL 6 TEXT ANNUAL MEMBERSHIP FEES FOR AMERICAN PUBLIC WORKS ASSOCIATION (2) FLORIDA STORMWATER ASSOCIATION DUES					TEXT AMT 320 350 670	
* OPERATING EXPENSE		754,219	963,552	1,197,113	1,303,729	976,500	1,308,256
412-1800-541.63-97	PROJ CAPITAL OUTLAY	1,034,906	570,520	797,000	2,648,327	1,032,522	999,000
	LEVEL 6 TEXT *PLACEHOLDER FOR FY19 CIP* 06-15-18 NT TUMBLEBROOK DR STORMWATER IMPRV - \$186,000					TEXT AMT 999,000	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
PIPE REPLACEMENT - \$320,000 CHARLES STREET DRAINAGE STABILIZATION - \$110,000 VIRGINIA AV AND MONROE ST DRAINAGE - \$383,000							
						999,000	
412-1800-541.63-99	FIXED ASSET TRANSFERS	1,588,084-	1,028,230-	0	0	19,039-	0
412-1800-541.64-00	MACH & EQUIPMENT	343,151	58,927	0	19,039	19,039	31,500
	LEVEL 6					TEXT AMT	
					NEW FY19	6,500	
					NEW FY19	15,000	
					NEW FY19	10,000	
						31,500	
412-1800-541.64-15	ADP EQUIPMENT	20,000	0	0	0	0	0
412-1800-541.69-99	FA CAP INTEREST OFFSET	5,736-	10,630-	0	0	0	0
*	CAPITAL OUTLAY	195,763-	409,413-	797,000	2,667,366	1,032,522	1,030,500
412-1800-541.72-10	INTEREST BONDS/BANS	9,482	7,548	0	0	0	0
412-1800-541.72-11	INTEREST INTERNAL LOANS	2,033	0	0	0	0	0
*	DEBT SERVICE	11,515	7,548	0	0	0	0
412-1800-599.96-31	414 DRAINAGE BOND SINKING	1,453,369	1,465,211	1,476,449	1,476,449	1,230,374	1,482,215
	LEVEL 6					TEXT AMT	
						2005 STORM	222,935
						2008 STORM	570,369
						2003B CAP IMPRVMT	101,823
						5100 SRF	107,669
						5150 SRF	475,319
						OTHER DEBT SRVC IN 73-00	4,100
						1,482,215	
*	TRANSFERS	1,453,369	1,465,211	1,476,449	1,476,449	1,230,374	1,482,215
412-1800-541.99-02	DEPRECIATION EXPENSE	1,226,821	1,324,970	0	0	0	0
412-1800-541.99-10	CONTINGENCY	0	0	94,990	0	0	0
*	NON-OPERATING EXPENSE	1,226,821	1,324,970	94,990	0	0	0
**	DRAINAGE UTILITY	3,985,036	4,111,853	4,484,442	6,348,839	3,816,435	4,714,174

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
INTERFUND TRANSFERS							
412-1801-581.91-25	IN LIEU OF TAX TRANSFER	184,572	187,758	195,098	195,098	162,582	200,724
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 200,724 200,724	
412-1801-581.91-29	TRANSFER TO 220 FUND	83,628	83,223	83,137	83,137	69,281	83,252
	LEVEL 6 TEXT 2014 CAP IMPRV BOND (7.2% OF \$1,152,477 DEBT SRV) 2014 CAP IMPRV BOND (7.2% OF \$3,800 OTHER DEBT SR)					TEXT AMT 82,978 274 83,252	
*	TRANSFERS	268,200	270,981	278,235	278,235	231,863	283,976
**	INTERFUND TRANSFERS	268,200	270,981	278,235	278,235	231,863	283,976

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	DRAINAGE GRANTS						
412-1810-541.63-97	PROJ CAPITAL OUTLAY	195,764	409,413	0	750,000	0	0
*	CAPITAL OUTLAY	195,764	409,413	0	750,000	0	0
**	DRAINAGE GRANTS	195,764	409,413	0	750,000	0	0
***	DRAINAGE UTILITY	4,449,000	4,792,247	4,762,677	7,377,074	4,048,298	4,998,150
****	DRAINAGE CONST OPERATING	4,449,000	4,792,247	4,762,677	7,377,074	4,048,298	4,998,150

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
DRAINAGE BOND SINKING							
414-0000-361.10-00	INTEREST EARNINGS-INVESTM	9,547	5,333	0	0	6,777	0
414-0000-399.10-21	FRM 412 DRAINAGE CONST OP	1,453,369	1,465,211	1,476,449	1,476,449	1,230,374	1,482,215
	LEVEL TEXT TEXT AMT						
	6 2005 STORM						222,935
	2008 STORM						570,369
	2003B CAP IMPRVMNT						101,823
	5100 SRF						107,669
	5150 SRF						475,319
	OTHER DEBT SRVC 73-00						4,100
							1,482,215
*		1,462,916	1,470,544	1,476,449	1,476,449	1,237,151	1,482,215
**	DRAINAGE BOND SINKING	1,462,916	1,470,544	1,476,449	1,476,449	1,237,151	1,482,215
***	DRAINAGE BOND SINKING	1,462,916	1,470,544	1,476,449	1,476,449	1,237,151	1,482,215
****	DRAINAGE BOND SINKING	1,462,916	1,470,544	1,476,449	1,476,449	1,237,151	1,482,215

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
414-1800-541.71-10	DRAINAGE UTILITY DRAINAGE UTILITY PRINCIPAL PAYMENT BONDS	0	0	1,122,738	1,122,738	1,122,737	1,154,848
	LEVEL 6	TEXT				TEXT AMT	
		2003B				100,000	
		SRF 5100				99,125	
		SRF 5150				390,723	
		2005 STORM					
		2008 STORM				565,000	
						1,154,848	
414-1800-541.72-10	INTEREST BONDS/BANS	385,520	355,611	349,611	349,818	349,817	323,517
	LEVEL 6	TEXT				TEXT AMT	
		2003B				2,073	
		SRF 5100				8,543	
		SRF 5150				84,597	
		2005 STORM				222,935	
		2008 STORM				5,369	
						323,517	
414-1800-541.73-00	OTHER DEBT SERVICE	2,750	750	4,100	3,893	750	3,850
	LEVEL 6	TEXT				TEXT AMT	
		ARBITRAGE RPT FEE 2005 STORM				2,750	
		ESCROW AGENT FEE 2008 STORM				100	
		ADMIN FEE 98 STORM				1,000	
						3,850	
*	DEBT SERVICE	388,270	356,361	1,476,449	1,476,449	1,473,304	1,482,215
414-1800-599.96-33	412 DRAINAGE CONST OPERAT	2,440,585	476,559	0	0	0	0
*	TRANSFERS	2,440,585	476,559	0	0	0	0
**	DRAINAGE UTILITY	2,828,855	832,920	1,476,449	1,476,449	1,473,304	1,482,215
***	DRAINAGE UTILITY	2,828,855	832,920	1,476,449	1,476,449	1,473,304	1,482,215
****	DRAINAGE BOND SINKING	2,828,855	832,920	1,476,449	1,476,449	1,473,304	1,482,215

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
WETLAND MITIGATION CREDIT							
416-0000-361.10-00	INTEREST EARNINGS-INVESTM	8,296	6,081	5,000	5,000	9,209	5,000
416-0000-361.15-00	INTERNAL INTEREST EARNING	3,000	0	0	0	0	0
416-0000-389.10-00	APPROPRIATED FUND BAL	0	0	71,775	80,175	0	105,300
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*		11,296	6,081	76,775	85,175	9,209	110,300
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**	WETLAND MITIGATION CREDIT	11,296	6,081	76,775	85,175	9,209	110,300
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***	WETLAND MITIGATION CREDIT	11,296	6,081	76,775	85,175	9,209	110,300
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****	WETLAND MITIGATION CREDIT	11,296	6,081	76,775	85,175	9,209	110,300

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD	ACTUAL ENCMBRNCE	FY2019 PROPOSED3
NON DEPARTMENTAL BOND PROJECTS								
416-0300-536.12-00	SALARIES AND WAGES	0	0	0	0		0	23,058
	LEVEL 6 TEXT NEW: CITY FORESTER (50%)						TEXT AMT 23,058 23,058	
416-0300-536.21-00	FICA TAXES	0	0	0	0		0	1,764
	LEVEL 6 TEXT NEW: CITY FORESTER (50%)						TEXT AMT 1,764 1,764	
416-0300-536.22-00	RETIREMENT CONTRIBUTIONS	0	0	0	0		0	2,306
	LEVEL 6 TEXT NEW: CITY FORESTER (50%)						TEXT AMT 2,306 2,306	
416-0300-536.23-00	HEALTH INSURANCE	0	0	0	0		0	3,853
	LEVEL 6 TEXT NEW: CITY FORESTER (50%) HEALTH DENTAL LIFE						TEXT AMT 3,439 186 228 3,853	
416-0300-536.24-00	WORKER'S COMPENSATION	0	0	0	0		0	434
	LEVEL 6 TEXT NEW: CITY FORESTER (50%)						TEXT AMT 434 434	
416-0300-536.26-00	OPEB / EAP BENEFIT	0	0	0	0		0	19
	LEVEL 6 TEXT NEW: CITY FORESTER (50%)						TEXT AMT 19 19	
* PERSONNEL SERVICES		0	0	0	0		0	31,434
416-0300-536.31-13	OTHER PROF. SERVICES	19,221	5,290	0	0		0	0
	LEVEL 6 TEXT NO FUNDING REQUEST FY19						TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3

416-0300-536.34-14	CONTRACT SERVICES OTHER	16,498	29,019	76,775	85,175	47,914	76,775
	LEVEL 6 TEXT					TEXT AMT	
	CONTRACT PROFESSIONAL SERVICES DETAIL:						
	A.) BIOLOGICAL CONSULTING SERVICES					10,650	
	B.) CLEAR WATERS LONG LEAF					16,125	
	C.) DATA LOGGER REPAIRS (XYLEM - OI ANALYTICAL)					5,000	
	D.) SURVEYING SERVICES					10,000	
	E.) PERMIT MODIFICATIONS					10,000	
	F.) MISC. PROFESSIONAL SERVICES AS NEEDED					25,000	

	NO ADJUSTMENT NEEDED IN FY19						

						76,775	
416-0300-536.34-20	MOWING CONTRACT SERVICE	0	4,000	0	0	0	0
416-0300-536.44-13	FLEET CHARGES	0	0	0	0	0	1,105
	LEVEL 6 TEXT					TEXT AMT	
	FLEET FINACING FOR FORESTER VEHICLE (50%)					1,105	
						1,105	
416-0300-536.45-19	VEHICLE INSURANCE	0	0	0	0	0	285
	LEVEL 6 TEXT					TEXT AMT	
	VEH INS FOR VEH FOR NEW CITY FORESTER 50%					285	
						285	
416-0300-536.52-00	OTHER OPERATING SUPPLIES	0	0	0	0	0	610
	LEVEL 6 TEXT					TEXT AMT	
	MISC ITEMS NEEDED FOR NEW FORESTER POSITION 50%					610	
						610	
416-0300-536.52-10	GAS,DIESEL,OIL,& GREASE	0	0	0	0	0	91
	LEVEL 6 TEXT					TEXT AMT	
	FUEL FOR VEH FOR NEW CITY FORESTER 50%					91	
						91	
* OPERATING EXPENSE		35,719	38,309	76,775	85,175	47,914	78,866
** BOND PROJECTS		35,719	38,309	76,775	85,175	47,914	110,300

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
2003 & 2012 WS DEBT SVC							
417-0000-361.10-00	INTEREST EARNINGS-INVESTM	383	6,738	5,000	5,000	19,564	5,000
	LEVEL 6 TEXT FUNDS OTHER DEBT SERVICE IN 73-00					TEXT AMT 5,000 5,000	
417-0000-381.32-00	TRANS FROM 402	2,564,678	0	0	0	0	0
417-0000-399.10-12	FRM 401 WATER/SEWER REV	2,210,292	3,892,624	4,177,768	4,177,768	3,481,473	4,184,172
	LEVEL 6 TEXT TRANSFER FROM 401 FOR 2012 W/S NOTE					TEXT AMT 4,184,172 4,184,172	
*		4,775,353	3,899,362	4,182,768	4,182,768	3,501,037	4,189,172
**	2003 & 2012 WS DEBT SVC	4,775,353	3,899,362	4,182,768	4,182,768	3,501,037	4,189,172
***	2003 & 2012 WS DEBT SVC	4,775,353	3,899,362	4,182,768	4,182,768	3,501,037	4,189,172
****	2003 & 2012 WS DEBT SVC	4,775,353	3,899,362	4,182,768	4,182,768	3,501,037	4,189,172

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
NON DEPARTMENTAL BOND PROJECTS							
417-0300-536.71-10	PRINCIPAL PAYMENTS BONDS	0	0	3,860,000	3,860,000	3,860,000	3,935,000
	LEVEL 6 TEXT 2012 W/S NOTE FY18 PRINCIPAL					TEXT AMT 3,935,000 3,935,000	
417-0300-536.72-10	INTEREST BONDS	418,240	171,658	317,768	317,768	317,957	249,172
	LEVEL 6 TEXT 10/01/18 INTEREST 4/01/19 INTEREST					TEXT AMT 141,900 107,272 249,172	
417-0300-536.73-00	OTHER DEBT SERVICE	0	0	5,000	5,000	0	5,000
*	DEBT SERVICE	418,240	171,658	4,182,768	4,182,768	4,177,957	4,189,172
417-0300-599.96-14 TO 401 W&S O&M REV		6,002,052	4,039	0	0	0	0
*	TRANSFERS	6,002,052	4,039	0	0	0	0
**	BOND PROJECTS	6,420,292	175,697	4,182,768	4,182,768	4,177,957	4,189,172
***	NON DEPARTMENTAL	6,420,292	175,697	4,182,768	4,182,768	4,177,957	4,189,172
****	2003 & 2012 WS DEBT SVC	6,420,292	175,697	4,182,768	4,182,768	4,177,957	4,189,172

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
ST REV LOAN FUND DEBT SER							
418-0000-361.10-00	INTEREST EARNINGS-INVESTM	3,542	3,027	0	0	3,832	0
418-0000-399.10-12	FRM 401 WATER/SEWER REV	1,574,806	2,604,611	2,604,611	2,604,611	2,170,509	2,604,618
	LEVEL TEXT					TEXT AMT	
	6 SRF 3030					295,479	
	SRF 5080					614,277	
	SRF 5090					291,356	
	SRF 513P					914,136	
	SRF 514S					489,370	
						2,604,618	
*		1,578,348	2,607,638	2,604,611	2,604,611	2,174,341	2,604,618
**	ST REV LOAN FUND DEBT SER	1,578,348	2,607,638	2,604,611	2,604,611	2,174,341	2,604,618
***	ST REV LOAN FUND DEBT SER	1,578,348	2,607,638	2,604,611	2,604,611	2,174,341	2,604,618
****	ST REV LOAN FUND DEBT SER	1,578,348	2,607,638	2,604,611	2,604,611	2,174,341	2,604,618

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
NON DEPARTMENTAL BOND PROJECTS							
418-0300-536.71-10	PRINCIPAL PAYMENTS BONDS	0	0	2,215,376	2,215,376	1,710,092	2,280,364
	LEVEL 6					TEXT AMT	
						SRF 3030	236,113
						SRF 5080	574,612
						SRF 5090	280,476
						SRF 513P	796,156
						SRF 514S	393,007
							2,280,364
418-0300-536.72-10	INTEREST BONDS	495,957	452,361	389,235	389,235	289,712	324,254
	LEVEL 6					TEXT AMT	
						SRF 3030	59,366
						SRF 5080	39,665
						SRF 5090	10,880
						SRF 513P	117,980
						SRF 514S	96,363
							324,254
*	DEBT SERVICE	495,957	452,361	2,604,611	2,604,611	1,999,804	2,604,618
418-0300-599.96-14 TO 401 W&S O&M REV		1,309,289	2,152,248	0	0	0	0
*	TRANSFERS	1,309,289	2,152,248	0	0	0	0
**	BOND PROJECTS	1,805,246	2,604,609	2,604,611	2,604,611	1,999,804	2,604,618
***	NON DEPARTMENTAL	1,805,246	2,604,609	2,604,611	2,604,611	1,999,804	2,604,618
****	ST REV LOAN FUND DEBT SER	1,805,246	2,604,609	2,604,611	2,604,611	1,999,804	2,604,618

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
FORESTRY MANAGEMENT							
420-0000-329.50-00	GOPHER TORTOISE RELOC FEE	31,650	141,300	0	0	124,650	25,000
	LEVEL 6 TEXT TWO ADDL PHASES PENDING PERMITTING ANTICIPATE MINIMAL REVENUE (REF 7/16 EMAIL WITH DIRECTOR-TP)					TEXT AMT 25,000	25,000
420-0000-343.71-00	TIMBER/PALMETTO SALES	0	81,468	50,000	50,000	100,019	50,000
	LEVEL 6 TEXT ESTIMATED REVENUE BASE ON COPO-ALFORD TIMBER CONTRACT CA5722					TEXT AMT 50,000	50,000
420-0000-361.10-00	INTEREST EARNINGS-INVESTM	9,074	6,208	7,000	7,000	13,650	7,000
420-0000-361.15-00	INTERNAL INTEREST EARNING	2,069	0	0	0	0	0
420-0000-362.00-00	RENTS & ROYALTIES	77,417	79,428	84,525	84,525	70,437	97,442
	LEVEL 6 TEXT SMOKEY HUNT CLUB LEASE - 10 MONTHS IMPACT FY19 *ANNUAL RENT OF \$97,442.18 FOR PERIOD COVERING 08/01/2018 THROUGH 7/31/19 \$8,120.18/MONTH => 10 MONTHS = \$81,202 ***** ESTIMATE FOR AUGUST 2019 ESTIMATE FOR SEPT 2019 ***** (TP 7/16/18)					TEXT AMT 81,202	8,120 8,120
							97,442
420-0000-362.50-00	BILLBOARD RENTAL	35,013	35,464	35,000	35,000	46,568	35,000
420-0000-389.10-00	APPROPRIATED FUND BAL	0	0	4,982	11,819	0	21,090
	LEVEL 6 TEXT TO INCREASE FUND BALANCE TO BALANCE FUND 08/14/18					TEXT AMT 12,935- 34,025 21,090	
*		155,223	343,868	181,507	188,344	355,324	235,532
**	FORESTRY MANAGEMENT	155,223	343,868	181,507	188,344	355,324	235,532

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
FORESTRY MANAGEMENT							
420-0000-329.50-00	GOPHER TORTOISE RELOC FEE	31,650	141,300	0	0	124,650	25,000
	LEVEL 6 TEXT TWO ADDL PHASES PENDING PERMITTING ANTICIPATE MINIMAL REVENUE (REF 7/16 EMAIL WITH DIRECTOR-TP)					TEXT AMT 25,000	25,000
420-0000-343.71-00	TIMBER/PALMETTO SALES	0	81,468	50,000	50,000	100,019	50,000
	LEVEL 6 TEXT ESTIMATED REVENUE BASE ON COPO-ALFORD TIMBER CONTRACT CA5722					TEXT AMT 50,000	50,000
420-0000-361.10-00	INTEREST EARNINGS-INVESTM	9,074	6,208	7,000	7,000	13,650	7,000
420-0000-361.15-00	INTERNAL INTEREST EARNING	2,069	0	0	0	0	0
420-0000-362.00-00	RENTS & ROYALTIES	77,417	79,428	84,525	84,525	70,437	97,442
	LEVEL 6 TEXT SMOKEY HUNT CLUB LEASE - 10 MONTHS IMPACT FY19 *ANNUAL RENT OF \$97,442.18 FOR PERIOD COVERING 08/01/2018 THROUGH 7/31/19 \$8,120.18/MONTH => 10 MONTHS = \$81,202 ***** ESTIMATE FOR AUGUST 2019 ESTIMATE FOR SEPT 2019 ***** (TP 7/16/18)					TEXT AMT 81,202	8,120 8,120
							97,442
420-0000-362.50-00	BILLBOARD RENTAL	35,013	35,464	35,000	35,000	46,568	35,000
420-0000-389.10-00	APPROPRIATED FUND BAL	0	0	4,982	11,819	0	21,090
	LEVEL 6 TEXT TO INCREASE FUND BALANCE TO BALANCE FUND 08/14/18					TEXT AMT 12,935- 34,025 21,090	
*		155,223	343,868	181,507	188,344	355,324	235,532
**	FORESTRY MANAGEMENT	155,223	343,868	181,507	188,344	355,324	235,532

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
NON DEPARTMENTAL NON DEPARTMENTAL 420-1000-536.12-00	SALARIES AND WAGES	0	0	0	0	0	23,058
	LEVEL 6 TEXT NEW: CITY FORESTER (50%)					TEXT AMT 23,058 23,058	
420-1000-536.21-00	FICA TAXES	0	0	0	0	0	1,764
	LEVEL 6 TEXT NEW: CITY FORESTER (50%)					TEXT AMT 1,764 1,764	
420-1000-536.22-00	RETIREMENT CONTRIBUTIONS	0	0	0	0	0	2,306
	LEVEL 6 TEXT NEW: CITY FORESTER (50%)					TEXT AMT 2,306 2,306	
420-1000-536.23-00	HEALTH INSURANCE	0	0	0	0	0	3,853
	LEVEL 6 TEXT NEW: CITY FORESTER (50%) HEALTH DENTAL LIFE					TEXT AMT 3,439 186 228 3,853	
420-1000-536.24-00	WORKER'S COMPENSATION	0	0	0	0	0	434
	LEVEL 6 TEXT NEW: CITY FORESTER (50%)					TEXT AMT 434 434	
420-1000-536.26-00	OPEB / EAP BENEFIT	0	0	0	0	0	19
	LEVEL 6 TEXT NEW: CITY FORESTER (50%)					TEXT AMT 19 19	
* PERSONNEL SERVICES		0	0	0	0	0	31,434
420-1000-536.31-13	OTHER PROF. SERVICES	11,217	33,386	0	0	0	0
	LEVEL 6 TEXT NO FUNDING REQUEST FOR FY19					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3

ACCOUNT HAS BEEN MADE INACTIVE. (LP 5-18-18)							
420-1000-536.31-63	PROJECT PROFESSIONAL SERV	24,443	18,700	0	0	0	0
LEVEL 6	TEXT NO FUNDING REQUIREMENT *****					TEXT	AMT
420-1000-536.34-14	CONTRACT SERVICES OTHER	48,375	77,628	170,315	177,152	163,115	190,315
LEVEL 6	TEXT A.) CPH, INC - RELOCATION FEES B.) CPH, INC - CONTRACT AGREEMENT (CA4864) C.) MISC SURVEYING AS NEEDED D.) MISC FENCING - NEW & REPLACEMENT E.) CLEAR WATERS LONG LEAF (CA3124) F.) FLA DEPT OF AG - CONTROL BURNS G.) DATA LOGGER REPAIRS (XYLEM - OI ANALYTICAL) H.) CLEAR WATERS LONG LEAF (CA3124 - OTHER SVC) - FORESTRY MGMT PLANS \$5.00/ACRE - BOUNDARY MARKING \$400/MILE - CONTROL BURNS \$10.00/ACRE - OTHER SERVICES \$40-\$80/HOUR I.) TIMBER SALES / MARKING ***** ADDITIONAL FUNDING IN 3414 - CONTRACT SERVICES *****					TEXT	AMT 30,000 40,000 10,000 5,000 48,375 10,000 5,000 16,940

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
							610
420-1000-536.52-10	GAS, DIESEL, OIL, & GREASE	0	0	0	0	0	591
	LEVEL 6 TEXT FUEL FOR VEH FOR NEW CITY FORESTER 50%					TEXT AMT	591 591
*	OPERATING EXPENSE	84,035	143,056	181,507	188,344	174,306	204,098
420-1000-536.63-99	FIXED ASSET TRANSFERS	0	6,080	0	0	0	0
420-1000-536.64-00	MACH & EQUIPMENT	0	6,080	0	0	0	0
*	CAPITAL OUTLAY	0	0	0	0	0	0
**	NON DEPARTMENTAL	84,035	143,056	181,507	188,344	174,306	235,532
***	NON DEPARTMENTAL	84,035	143,056	181,507	188,344	174,306	235,532
****	FORESTRY MANAGEMENT	84,035	143,056	181,507	188,344	174,306	235,532

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
GOLF COURSE OPERATING							
450-0000-347.36-00	GOLF COURSE REST RENT	27,000	20,392	27,192	27,192	500	1,200
	LEVEL 6 TEXT RESTAURANT RENT (\$100 FOR 12 MONTHS)					TEXT AMT 1,200 1,200	
450-0000-347.36-01	AGENT	0	15,788	0	0	121,455	0
450-0000-347.36-02	UTILITY PORTION	0	0	0	0	5,400	16,200
	LEVEL 6 TEXT RESTAURANT UTILITY(\$1,350 X 12MO)					TEXT AMT 16,200 16,200	
450-0000-347.50-01	AGENT	1,180,066	1,260,181	1,289,032	1,289,032	1,007,918	1,313,498
	LEVEL 6 TEXT AGENT REQUEST					TEXT AMT 1,313,498 1,313,498	
450-0000-347.51-00	CITY SURCHARGE R&R	0	39,356	39,944	39,944	29,829	39,300
450-0000-347.51-01	GOLF COURSE	37,806	39,356	0	0	0	0
450-0000-361.10-00	INTEREST EARNINGS-INVESTM	136	1,240	0	0	662	0
450-0000-369.90-00	MISC REVENUE	147	6,019	0	0	43	0
450-0000-381.16-00	TRANSFER FROM 001	10,000	0	0	10,000	10,000	0
450-0000-381.62-00	TRANSFER FROM 508 FUND	0	0	73,409	73,409	0	87,544
	LEVEL 6 TEXT TRANSFER FROM LOAN POOL TO BALANCE THE FUND					TEXT AMT 87,544 87,544	
450-0000-389.10-00	APPROPRIATED FUND BAL	0	0	0	5,246	0	0
*		1,255,155	1,382,332	1,429,577	1,444,823	1,175,807	1,457,742
**	GOLF COURSE OPERATING	1,255,155	1,382,332	1,429,577	1,444,823	1,175,807	1,457,742
***	GOLF COURSE OPERATING	1,255,155	1,382,332	1,429,577	1,444,823	1,175,807	1,457,742
****	GOLF COURSE OPERATING	1,255,155	1,382,332	1,429,577	1,444,823	1,175,807	1,457,742

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
NON DEPARTMENTAL							
BOND PROJECTS							
450-0300-579.31-12	LEGAL SERVICES	0	2,877	0	0	0	0
450-0300-579.34-00	OTHER CONTRACT SERVICES	539	1,551-	0	0	1-	0
450-0300-579.46-16	BUILDING REPAIRS	1,187	4,304	0	15,246	11,798	0
450-0300-579.49-19	TAXES, LICENSES, FEES	159	89	0	0	350	0
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* OPERATING EXPENSE		1,885	5,719	0	15,246	12,147	0
450-0300-599.96-29	451 GOLF CRS CAP RESERVE	37,806	39,356	0	0	0	0
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* TRANSFERS		37,806	39,356	0	0	0	0
450-0300-579.99-02	DEPRECIATION EXPENSE	149,486	157,619	0	0	0	0
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* NON-OPERATING EXPENSE		149,486	157,619	0	0	0	0
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** BOND PROJECTS		189,177	202,694	0	15,246	12,147	0

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
	SURCHARGE / R&R						
450-0350-579.31-13	OTHER PROF. SERVICES	0	0	20,000	6,000	0	0
450-0350-579.46-16	BUILDING REPAIRS	3,540	11,844	0	0	0	20,000
	LEVEL 6						
	TEXT						
	PLACEHOLDER FOR FY19 CIP PROJECTS 04-26-18 NT						
	CANOPY FOR MAINTENANCE FACILITY						20,000
							20,000
450-0350-579.46-20	IRRIGATION REPAIR	6,990	0	0	0	0	0
450-0350-579.49-20	EQUIP & OTHER NON-CAPITAL	6,765	3,890	0	5,000	5,000	0
*	OPERATING EXPENSE	17,295	15,734	20,000	11,000	5,000	20,000
450-0350-579.64-00	MACH & EQUIPMENT	0	0	0	9,000	0	0
*	CAPITAL OUTLAY	0	0	0	9,000	0	0
**	SURCHARGE / R&R	17,295	15,734	20,000	20,000	5,000	20,000
***	NON DEPARTMENTAL	206,472	218,428	20,000	35,246	17,147	20,000

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
* ADMINISTRATION							
450-5300-579.34-01	AGENT	1,181,914	1,172,146	1,281,516	1,281,516	819,197	1,298,780
	LEVEL 6 TEXT ORIGINAL - CASH BASIS					TEXT AMT 1,298,780 1,298,780	
450-5300-579.36-01	AGENT	0	18,162	0	0	160,565	0
450-5300-579.44-13	FLEET FINANCING	118,408	122,903	128,061	128,061	106,718	138,962
	LEVEL 6 TEXT GOLF CARTS FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 64,268 74,694 138,962	
450-5300-579.46-12	VEH MAINT/REPAIR	0	0	0	0	582	0
* OPERATING EXPENSE		1,300,322	1,313,211	1,409,577	1,409,577	1,087,062	1,437,742
** ADMINISTRATION		1,300,322	1,313,211	1,409,577	1,409,577	1,087,062	1,437,742
*** *		1,300,322	1,313,211	1,409,577	1,409,577	1,087,062	1,437,742
**** GOLF COURSE OPERATING		1,506,794	1,531,639	1,429,577	1,444,823	1,104,209	1,457,742

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
INFORMATION TECHNOLOGY							
501-0000-341.20-12	WATER AND SEWER FD (401)	410,900	411,417	412,665	412,665	343,888	460,281
	LEVEL 6	TEXT UPDATED FOR FY19 *** UPDATED 8/1/18 TP				TEXT AMT 441,784 18,497 460,281	
501-0000-341.20-16	GENERAL FUND (001)	674,842	892,151	933,850	933,850	778,208	1,061,296
	LEVEL 6	TEXT UPDATED FOR FY19 *** UPDATED 8/1/18 TP				TEXT AMT 1,088,917 27,621- 1,061,296	
501-0000-341.20-17	SOLID WASTE FUND (410)	182,305	171,132	194,319	194,319	161,933	228,995
	LEVEL 6	TEXT UPDATED FOR FY19 *** UPDATED 8/1/18 TP				TEXT AMT 207,781 21,214 228,995	
501-0000-341.20-21	DRAINAGE FUND (412)	189,015	168,123	188,324	188,324	156,937	232,101
	LEVEL 6	TEXT UPDATED FOR FY19 *** UPDATED 8/1/18 TP				TEXT AMT 211,582 20,519 232,101	
501-0000-341.20-24	VEHICLE MAINT. FD (503)	57,642	42,357	44,010	44,010	36,675	49,249
	LEVEL 6	TEXT UPDATED FOR FY19 *** UPDATED 8/1/18 TP				TEXT AMT 50,530 1,281- 49,249	
501-0000-341.20-56	BUILDING MAINT. FD (506)	7,160	7,958	10,877	10,877	9,064	12,585
	LEVEL 6	TEXT UPDATED FOR FY19 *** UPDATED 8/1/18 TP				TEXT AMT 12,912 327-	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
							12,585
501-0000-341.20-69	CD BLDG SPECIAL REV 109	103,138	80,417	86,845	86,845	72,371	96,768
	LEVEL 6						
	TEXT UPDATED FOR FY19 *** UPDATED 8/1/18 TP						99,287
							2,519- 96,768
501-0000-361.10-00	INTEREST EARNINGS-INVESTM	2,214	950	1,500	1,500	1,593	1,500
501-0000-369.90-00	MISC REVENUE	2,184	2,333	0	0	805	0
501-0000-389.10-00	APPROPRIATED FUND BAL	0	0	120,761	160,890	0	0
*		1,629,400	1,776,838	1,993,151	2,033,280	1,561,474	2,142,775
**	INFORMATION TECHNOLOGY	1,629,400	1,776,838	1,993,151	2,033,280	1,561,474	2,142,775
***	INFORMATION TECHNOLOGY	1,629,400	1,776,838	1,993,151	2,033,280	1,561,474	2,142,775
****	INFORMATION TECHNOLOGY	1,629,400	1,776,838	1,993,151	2,033,280	1,561,474	2,142,775

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
INFORMATION TECHNOLOGY							
INFORMATION TECHNOLOGY							
501-0700-519.12-00	SALARIES AND WAGES	586,236	597,755	631,592	627,592	521,061	650,777
LEVEL 6	TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE *** UPDATED 8/1/18 A LA CARTE NEW: GIS SPEC (6 MOS)					TEXT AMT 614,869 16,131 19,777 650,777	
501-0700-519.12-11	COMPENSATED ABSENCE	2,399	144-	0	0	0	0
501-0700-519.12-12	ADD. SALARY & BENEFITS	1,250	0	0	0	0	0
501-0700-519.14-00	OVERTIME	607	6,928	0	4,000	2,246	0
501-0700-519.21-00	FICA TAXES	42,483	41,994	48,324	48,324	36,751	49,793
LEVEL 6	TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) WAGE INCREASE *** UPDATED 8/1/18 A LA CARTE NEW: GIS SPEC (6 MOS)					TEXT AMT 47,045 1,235 1,513 49,793	
501-0700-519.22-00	RETIREMENT CONTRIBUTIONS	70,979	71,227	79,027	79,027	65,749	88,880
LEVEL 6	TEXT CURRENT STAFF WAGE INCREASE *** UPDATED 8/1/18 A LA CARTE NEW: GIS SPEC (6 MOS)					TEXT AMT 84,611 2,291 1,978 88,880	
501-0700-519.23-00	HEALTH INSURANCE	70,381	78,003	90,372	90,372	67,978	94,046
LEVEL 6	TEXT HEALTH DENTAL LIFE INCREASE ON LIFE *** UPDATED 8/1/18 A LA CARTE NEW: GIS SPEC (6 MOS) A LA CARTE NEW: GIS SPEC (6 MOS) HEALTH LIFE DENTAL					TEXT AMT 84,243 4,557 1,531 42 3,439 186 48 94,046	
501-0700-519.24-00	WORKER'S COMPENSATION	904	625	1,054	1,054	541	1,068

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT EST.) *** WAGE INCREASE UPDATED 8/1/18 A LA CARTE NEW: GIS SPEC (6 MOS)					TEXT AMT 1,019 29 20 1,068	
501-0700-519.26-00	EAP BENEFIT	436	414	459	459	379	478
	LEVEL 6 TEXT CURRENT STAFF *** UPDATED 8/1/18 A LA CARTE NEW: GIS SPEC (6 MOS)					TEXT AMT 459 19 478	
* PERSONNEL SERVICES		775,675	796,802	850,828	850,828	694,705	885,042
501-0700-519.31-13	OTHER PROF. SERVICES	111,181	14,342	11,250	38,765	35,128	11,250
	LEVEL 6 TEXT CISCO VOIP ENGINEERING SERVICES (75 HOURS)					TEXT AMT 11,250 11,250	
501-0700-519.34-14	CONTRACT SERVICES OTHER	0	15,767	47,228	47,228	35,708	45,991
	LEVEL 6 TEXT BARRACUDA CLOUD OFFSITE BACKUP NETWORK & FIBER OPTIC CABLING CENTREX PHONE/FAX LINES CIVICPLUS WEBSITE HOSTING & MAINTENANCE ELECTRICAL SERVICES & REPAIR SUNGARD CUSTOM MODULE SUPPORT VMWARE AMAZON WEB SVCS DISASTER RECOVERY SERVER MIGRATION HOSTING BARRACUDA OFFICE 365 FOR 300 USERS FOR BACKUP SVC (MOVED \$6,897 KNOWBE4.COM SECURITY TO 46-36)					TEXT AMT 14,186 3,000 375 11,840 1,500 5,000 5,000 5,000 45,991	
501-0700-519.40-00	TRAVEL PER DIEM	7,620	4,241	4,500	4,500	2,135	4,500
	LEVEL 6 TEXT TRAVEL/LODGING EXPENSES RELATED TO TRAINING					TEXT AMT 4,500 4,500	
501-0700-519.40-10	EMPLOYEE TRAINING	14,267	10,576	15,825	15,825	10,030	13,325
	LEVEL TEXT					TEXT AMT	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	6 NEW HORIZONS IT TRAINING FLGISA ANNUAL CONFERENCE FOR 2						12,500 825 13,325
501-0700-519.41-00	COMMUNICATION SERVICES	120,877	97,560	100,246	100,246	76,073	116,429
	LEVEL 6 TEXT CELL PHONE SERVICE-ATT WIRELESS-BASED ON ACTUAL AT&T MOBILE DATA CARD SERVICE HR/CITY MANAGER PANIC BUTTONS FLEET GPS CHARGES-2 VEHICLES SPECTRUM ENTERPRISE INTERNET SVC 1000 MBPS SPECTRUM ENTERPRISE TELEPHONY 48 SIP SESSIONS SPECTRUM LONG DISTANCE BUNDLE 5000 MINUTES SPECTRUM INTERNET BACKUP EOC CONNECTION SPECTRUM IP ADDRESS BUNDLE ATT BACKUP PHONE CONNECTION @ EOC SPECTRUM INTERNET SERVICE-FIRE STATIONS, PARKS MAINT, CYPRESS HEAD CELL TOWER *NEW* AT&T SIGN BOARD *NEW* AT&T BACKUP INTERNET CONNECTION AT CITY HALL FOR ERP IT PHONE REPLACEMENT/UPGRADE - MOVED FROM 46-18					TEXT AMT 5,235 1,120 330 1,260 60,000 9,600 1,500 3,600 1,536 5,400 12,800 660 12,888 500 116,429	
501-0700-519.44-10	EQUIP/OTHER RENTAL/LEASE	0	2,041	3,611	3,611	2,060	3,611
	LEVEL 6 TEXT FPL FIBER OPTIC CABLE LAND FEE OAK STREET RAILROAD FIBER OPTIC CONDUIT					TEXT AMT 3,000 611 3,611	
501-0700-519.44-13	FLEET FINANCING	359,499	309,943	339,245	339,245	282,704	426,417
	LEVEL 6 TEXT FLEET FINANCE AS OF 06-18-18 NT ***** (FY19 FIGURE INCLUDES \$75,339 FOR ERP PROJECT PAYBACK - 6 MONTHS. IN FY20 THIS PAYBACK INCREASES TO \$159,236 - 12 MONTHS.)					TEXT AMT 426,417 426,417	
501-0700-519.45-19	VEHICLE INSURANCE	745	773	865	865	721	1,143
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 1,143 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 PROPOSED3
501-0700-519.46-10	GENERAL EQUIP MAINT	40,552	33,985	74,549	66,040	43,787	68,449
	LEVEL 6						
	TEXT					TEXT AMT	
	ACOM CHECK PRINTERS & HARDWARE					2,241	
	IBM I SERIES/AS400 CITY HALL					9,093	
	IBM SERIES/AS400-POPD BACKUP					4,852	
	CISCO SMARTNET-CORE 4510 SWITCH AT CITY HALL					9,000	
	IBM MATRIX PRINTERS					1,250	
	IBM OPTICAL LIBRARY & DISK EXPANSION					6,315	
	IT MULTIFUNCTION PRINTER/SCANNER/FAX					600	
	IT DATACENTER FIRE ALARM MAINTENANCE					900	
	***IT DATACENTER APC UPS BATTERY BACKUP					4,900	
	CITY WIDE SURVEILLANCE CAMERA MAINT					5,000	
	ALIENVault INTRUSION DETECTION MAINT *ACTUAL*					8,420	
	BARRACUDA BACKUP 895 1 YEAR INSTANT REPLACEMENT					6,599	
	BARRACUDA BACKUP 895 SOFTWARE & FIRMWARE UPDATES 1 YEAR					5,399	
	DATRIUM DVX NETSHELF STORAGE APPLIANCE					8,780	
	***REPLACING MODULES IN FY 18 TO EXTEND MAINTENANCE UNTIL 2020					4,900-	
						68,449	
501-0700-519.46-12	VEH MAINT/REPAIR	572	2,019	3,000	3,000	1,460	3,000
501-0700-519.46-18	CONT MAINT/COMM EQUIP	3,749	182	500	500	0	0
	LEVEL 6						
	TEXT					TEXT AMT	
	***REPAIR/REPLACEMENT-PHONES & DATA CARDS MOVED TO 41-00						
501-0700-519.46-27	ANNUAL FLEET MAINT CHARGE	0	0	530	530	530	530
501-0700-519.46-36	SOFTWARE MAINTENANCE	204,561	181,276	182,528	185,529	189,363	179,568
	LEVEL 6						
	TEXT					TEXT AMT	
	SUNGARD NAVILINE ANNUAL MAINTENANCE CONTRACT					115,000	
	DISCONTINUED SEVERAL MODULES						
	ACOM SOFTWARE MODULES					8,111	
	ARCGIS SERVER SOFTWARE MAINTENANCE					7,900	
	SYMANTEC ENTERPRISE Vault EMAIL ARCHIVE					5,370	
	ONBASE DOCUMENT IMAGING SOFTWARE					7,985	
	EXECUTIME TIME & ATTENDANCE					4,962	
	HAPPY FOX HELPDESK SOFTWARE					3,760	
	ZIPCODE SOFTWARE					2,500	
	GENETEC SURVEILLANCE SOFTWARE					4,000	
	VMWARE HORIZON VIRTUALIZATION STANDARD SOFTWARE LICENSES					13,083	
	KNOWBE4.COM SECURITY AWARENESS TRAINING SOFTWARE (\$14.40 PER USER - 479 TOTAL USERS) (MOVED FROM 34-14)					6,897	
						179,568	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
501-0700-519.49-02	COMPUTER SOFTWARE	49,924	90,526	84,086	95,986	92,759	111,874
	LEVEL 6 TEXT					TEXT AMT	
							5,500
							72,988
							950
							936
							7,500
							2,000
							22,000
							111,874
501-0700-519.49-16	COMPUTER HARDWARE	95,933	89,270	52,240	54,593	49,659	52,000
	LEVEL 6 TEXT					TEXT AMT	
							2,500
							8,500
							8,000
							1,000
							8,000
							10,000
							12,500
							1,500
							52,000
501-0700-519.49-19	LICENSES, TAXES & FEES	0	0	0	9	9	0
501-0700-519.49-64	INSURANCE 504	36,172	25,045	24,789	24,789	20,658	35,657
	LEVEL 6 TEXT					TEXT AMT	
							35,657
							35,657
501-0700-519.49-66	TRF TO 506 BLDG MAINT FD	33,460	37,917	42,161	42,161	35,134	53,718
	LEVEL 6 TEXT					TEXT AMT	
							53,718
							53,718
501-0700-519.49-90	ADMIN SERVICES FEES	80,120	92,621	117,044	117,044	97,537	120,315
	LEVEL 6 TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
6	UPDATED FOR FY19					120,315 120,315	
501-0700-519.51-00	OFFICE SUPPLIES	640	0	3,000	6,000	4,229	3,000
LEVEL 6	TEXT MISCELLANEOUS OFFICE SUPPLIES					TEXT AMT 3,000 3,000	
501-0700-519.52-00	OTHER OPERATING SUPPLIES	10,966	7,679	3,776	3,776	3,131	2,550
LEVEL 6	TEXT MOBILE PHONE/TABLET ACCESSORIES ETHERNET PATCH CABLES FIBER OPTIC PATCH CABLES USB THUMB DRIVES GIS PLOTTER INK PC TECHNICIAN TOOLS & SUPPLIES *TIME CARDS MOVED TO PD BUDGET. PRINTER INK/TONER REMOVED					TEXT AMT 300 200 300 500 1,000 250 2,550	
501-0700-519.52-10	GAS, DIESEL, OIL & GREASE	166	302	500	500	251	718
LEVEL 6	TEXT FUEL 287 GALS @ \$2.50 **UPDATED \$/GAL 6/28/18 TP					TEXT AMT 718 718	
501-0700-519.52-15	POSTAL SERVICE	18	12	100	100	49	100
501-0700-519.54-00	DUES & MEMBERSHIPS	494	779	500	500	200	250
LEVEL 6	TEXT FLGISA MEMBERSHIP J HICKS/D FRANKLIN					TEXT AMT 250 250	
501-0700-519.54-01	BOOKS & SUBSCRIPTIONS	73	0	250	250	0	250
LEVEL 6	TEXT MISC ONLINE SUBSCRIPTIONS					TEXT AMT 250 250	
* OPERATING EXPENSE		1,171,589	1,016,856	1,112,323	1,151,592	983,315	1,254,645
501-0700-519.63-99	FIXED ASSET TRANSFERS	3,975-	0	0	0	0	0
501-0700-519.64-15	ADP EQUIPMENT	3,975	0	0	860	0	0

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
* CAPITAL OUTLAY		0	0	0	860	0	0
501-0700-519.99-02	DEPRECIATION EXPENSE	3,651	4,085	0	0	0	0
501-0700-519.99-10	CONTINGENCY	0	0	30,000	30,000	0	3,088
	LEVEL 6			TEXT TO BALANCE FUND 7/12/18 TP		TEXT	AMT 3,088 3,088
* NON-OPERATING EXPENSE		3,651	4,085	30,000	30,000	0	3,088
** INFORMATION TECHNOLOGY		1,950,915	1,817,743	1,993,151	2,033,280	1,678,020	2,142,775
*** INFORMATION TECHNOLOGY		1,950,915	1,817,743	1,993,151	2,033,280	1,678,020	2,142,775
**** INFORMATION TECHNOLOGY		1,950,915	1,817,743	1,993,151	2,033,280	1,678,020	2,142,775

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
VEHICLE MAINTENANCE SER.							
503-0000-331.51-16	HURRICANE MATTHEW	0	10,271	0	0	0	0
503-0000-334.51-16	HURRICANE MATTHEW	0	1,220	0	0	0	0
503-0000-341.20-08	FLEET RENTAL GOLF 450	0	0	0	0	582	0
503-0000-341.20-12	WATER AND SEWER FD (401)	103,300	120,355	140,634	140,634	154,244	142,634
LEVEL 6	TEXT INITIAL PROJECTION (TP 6/21/18) ADD ANNUAL FLEET MAINT CHARGES - FLAT					TEXT AMT 105,400 37,234 142,634	
503-0000-341.20-16	GENERAL FUND (001)	560,457	542,756	757,784	757,784	669,826	757,784
LEVEL 6	TEXT INITIAL PROJECTION (TP 06/21/18) ADD ANNUAL FLEET MAINT CHARGES - FLAT					TEXT AMT 591,204 166,580 757,784	
503-0000-341.20-17	SOLID WASTE FUND (410)	252	1,539	2,515	2,515	1,396	2,515
LEVEL 6	TEXT INITIAL PROJECTION ADD ANNUAL FLEET MAINT CHARGES -FLAT					TEXT AMT 2,250 265 2,515	
503-0000-341.20-19	IT FUND (501)	572	2,019	3,530	3,530	1,990	3,530
LEVEL 6	TEXT INITIAL PROJECTION (TP 6/21/18) ADD ANNUAL FLEET MAINT CHARGES - FLAT					TEXT AMT 3,000 530 3,530	
503-0000-341.20-21	DRAINAGE FUND (412)	87,452	125,553	141,598	141,598	111,397	141,598
LEVEL 6	TEXT INITIAL PROJECTION (TP 6/21/18) ADD ANNUAL FLEET MAINT CHARGES - FLAT					TEXT AMT 120,000 21,598 141,598	
503-0000-341.20-56	BUILDING MAINT. FD (506)	0	7,811	6,855	6,855	7,468	6,855
LEVEL 6	TEXT INITIAL PROJECTION (TP 6/21/18) ADD ANNUAL FLEET MAINT CHARGES - FLAT					TEXT AMT 5,000 1,855 6,855	
503-0000-341.20-69	CD BLDG SPECIAL REV 109	7,022	4,932	14,855	14,855	9,249	14,855

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
	LEVEL 6 TEXT INITIAL PROJECTION (TP 06/21/18) ADD ANNUAL FLEET MAINT CHARGES - FLAT					TEXT AMT 13,000 1,855 14,855	
503-0000-341.20-70	RISK MGMT (504)	137	0	0	0	0	0
503-0000-361.10-00	INTEREST EARNINGS-INVESTM	859	384	1,000	1,000	493	500
	LEVEL 6 TEXT REDUCED FR PRIOR YR BASED ON TREND (TP 6/21/18)					TEXT AMT 500 500	
503-0000-369.90-00	MISC REVENUE	4,183	1,393	0	0	1,462	0
503-0000-389.10-00	APPROPRIATED FUND BAL	0	0	843	65,986	0	0
*		764,234	818,233	1,069,614	1,134,757	958,107	1,070,271
**	VEHICLE MAINTENANCE SER.	764,234	818,233	1,069,614	1,134,757	958,107	1,070,271
***	VEHICLE MAINTENANCE SER.	764,234	818,233	1,069,614	1,134,757	958,107	1,070,271
****	VEHICLE MAINTENANCE SER.	764,234	818,233	1,069,614	1,134,757	958,107	1,070,271

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
503-4500-519.12-00	VEHICLE MAINTENANCE VEHICLE MAINTENANCE SALARIES AND WAGES	210,523	229,321	251,433	245,608	210,978	249,875
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 243,567 6,308 249,875	
503-4500-519.12-11	COMPENSATED ABSENCE	791	3,861	0	0	0	0
503-4500-519.14-00	OVERTIME	2,921	15,865	3,500	8,500	5,330	5,000
	LEVEL 6 TEXT O/T NEEDED TO PREPARE VEHICLES FOR AUCTION AFTER HOUR CALL INS FOR EMERGENCY VEHICLE COVERAGE *****					TEXT AMT 5,000 5,000	
503-4500-519.15-10	CERTIFICATIONS/LICENSES	0	0	0	0	0	750
	LEVEL 6 TEXT CERTIFICATIONS AND LICENSES INITIAL CDL LICENSES FOR 2 NEW HIRES *****					TEXT AMT 750 750	
503-4500-519.21-00	FICA TAXES	16,040	18,591	19,506	19,506	15,427	19,503
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 18,905 598 19,503	
503-4500-519.22-00	RETIREMENT CONTRIBUTIONS	30,321	32,315	35,569	35,569	28,769	36,619
	LEVEL 6 TEXT CURRENT STAFF WAGE INCREASE					TEXT AMT 35,647 972 36,619	
503-4500-519.23-00	HEALTH INSURANCE	39,955	44,294	51,345	51,345	42,555	51,343
	LEVEL 6 TEXT HEALTH DENTAL LIFE INCREASE ON LIFE					TEXT AMT 48,139 2,604 585 15 51,343	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
503-4500-519.24-00	WORKER'S COMPENSATION	2,543	3,093	3,596	3,596	3,005	3,532
	LEVEL 6 TEXT CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY) WAGE INCREASE					TEXT AMT 3,425 107 3,532	
503-4500-519.26-00	EAP BENEFIT	228	239	262	262	219	262
	LEVEL 6 TEXT CURRENT STAFF					TEXT AMT 262 262	
* PERSONNEL SERVICES		303,322	347,579	365,211	364,386	306,283	366,884
503-4500-519.40-00	TRAVEL PER DIEM	157	160	1,500	288	288	1,000
	LEVEL 6 TEXT TRAVEL REQUIRING OVERNIGHT STAY **ANNUAL GOVERNMENT FLEET EXPO, NATIONAL ASSOC. OF FLEET ADMINISTRATORS CONFERENCE OR EMERGENCY VEHICLE TECHNICIAN (EVT) TRAINING *****					TEXT AMT 1,000 1,000	
503-4500-519.40-10	EMPLOYEE TRAINING	2,619	2,486	4,350	1,642	1,641	3,850
	LEVEL 6 TEXT A.) AUTOMOTIVE SERVICE EXCELLENCE (ASE) CERTIFICATION AND RECERTIFICATION B.) EMERGENCY VEHICLE TECHNICIAN (EVT) CERTIFICATION AND RECERTIFICATION CERTIFIED AUTOMOTIVE FLEET MANAGER TRAINING AND CERTIFICATION C.) STARS FORD MECHANIC CONTINUING EDUCATION PROGRAM *****					TEXT AMT 500 2,000 1,000 350 3,850	
503-4500-519.41-00	COMMUNICATION SERVICES	1,926	1,852	2,024	2,024	1,715	2,042
	LEVEL 6 TEXT A.) E.J. WARD GPS FEES \$602 B.) 2 CELL PHONES X \$120.00 X 12 **FLEET MANAGER AND FLEET MAINTENANCE CELL *****					TEXT AMT 602 1,440	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
							2,042
503-4500-519.44-13	FLEET FINANCING	38,503	31,400	37,035	37,035	30,863	42,443
	LEVEL 6 TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 42,443 42,443	
503-4500-519.44-14	INVENTORY SHORT/OVER	6	0	0	0	0	0
503-4500-519.45-19	VEHICLE INSURANCE	2,608	2,707	3,029	3,029	2,524	4,572
	LEVEL 6 TEXT REVISED FOR FY19					TEXT AMT 4,572 4,572	
503-4500-519.46-10	GENERAL EQUIP MAINT	13,702	30,491	23,800	8,815	8,481	14,000
	LEVEL 6 TEXT A.) EJ WARD FUEL SYSTEM REPLACEMENT PARTS B.) MISC. MAINTENANCE & REPAIRS TO SHOP EQ C.) FUEL PUMP REPAIRS AS NEEDED D.) VEHICLE SHOP LIFT MAINTENANCE ***** NOTE: FUEL TANK TESTING MOVED TO 46-11 \$9,500					TEXT AMT 3,500 1,000 7,500 2,000	
							14,000
503-4500-519.46-11	REGULAR MAINT/INSP EQUIP	0	2,550	7,200	7,152	7,152	9,500
	LEVEL 6 TEXT A.) FUEL TANK TIGHTNESS TESTING & INTERSTITIAL MONITORING INSPECTION PER DEP REQUIREMENTS ** MOVED FROM 46-10 ** *****					TEXT AMT 9,500	
							9,500
503-4500-519.46-18	CONT MAINT/COMM EQUIP	126	0	1,500	0	0	500
	LEVEL 6 TEXT 2-WAY RADIO MAINTENANCE AND REPAIR *****					TEXT AMT 500	
							500
503-4500-519.46-36	SOFTWARE MAINTENANCE	0	0	0	2,950	2,950	10,195
	LEVEL 6 TEXT A.) RTA ANNUAL SOFTWARE MAINTENANCE FEES ** MOVED FROM 49-02 ** B.) EJ WARD FUEL SYSTEM SOFTWARE SUPPORT &					TEXT AMT 2,995 7,200	

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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 PROPOSED3
	MAINTENANCE ** MOVED FROM 46-11 ** *****						10,195
503-4500-519.46-41	VEHICLE REPAIR - EXTERNAL	0	0	0	3,317	5,916	40,000
	LEVEL 6 TEXT VEHICLE & EQUIPMENT REPAIRS COMPLETED BY EXTERNAL VENDORS ** PREVIOUSLY BUDGETED IN 52-20 ** *****					TEXT AMT 40,000	
							40,000
503-4500-519.49-01	ADVERTISING	0	0	0	581	581	0
503-4500-519.49-02	COMPUTER SOFTWARE	0	3,095	0	0	0	0
	LEVEL 6 TEXT MOVED TO 46.36					TEXT AMT	
503-4500-519.49-19	LICENSES, TAXES & FEES	0	0	0	0	0	2,050
	LEVEL 6 TEXT A.) FUEL TANK MONITORING CERTIFICATION (MOVED FROM 4910 IN FY19) B.) FUEL TANK ANNUAL REGISTRATION FEES (MOVED FROM 4610 IN FY19) *****					TEXT AMT 1,500 550	
							2,050
503-4500-519.49-20	EQUIP & OTHER NON-CAPITAL	0	4,075	0	0	0	5,000
	LEVEL 6 TEXT MISC TOOLS PREVIOUSLY BUDGETED IN 52-00					TEXT AMT 5,000	
							5,000
503-4500-519.49-61	DATA PROCESSING 501	57,642	42,357	44,010	44,010	36,675	49,249
	LEVEL 6 TEXT UPDATED FOR FY19 *** UPDATED 8/1/18 A LA CARTE GIS SPEC					TEXT AMT 50,530 1,281- 49,249	
503-4500-519.49-64	INSURANCE 504	19,292	13,232	14,165	14,165	11,804	20,376
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 20,376	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
							20,376
503-4500-519.49-66	TRF TO 506 BLDG MAINT FD	21,758	33,136	50,517	50,517	42,098	51,626
	LEVEL 6 TEXT 6 UPDATED FOR FY19					TEXT AMT 51,626 51,626	
503-4500-519.49-90	ADMIN SERVICES FEES	43,509	49,639	50,021	50,021	41,684	61,451
	LEVEL 6 TEXT 6 UPDATED FOR FY19					TEXT AMT 61,451 61,451	
503-4500-519.51-00	OFFICE SUPPLIES	0	0	1,000	1,000	1,000	574
	LEVEL 6 TEXT 6 OFFICE SUPPLIES (PAPER, PENS, TONER, INK, ETC) ***** TO BALANCE FUND 7/12/18 TP					TEXT AMT 500 74 574	
503-4500-519.52-00	OTHER OPERATING SUPPLIES	26,329	19,921	25,000	29,500	23,049	25,000
	LEVEL 6 TEXT 6 A.) MISC. SHOP SUPPLIES EXAMPLES: SHOP RAGS, ABSORBENT, NUTS, BOLTS, MISC. SAFETY SUPPLIES, HAND TOOL REPLACEMENT B.) QUARTERLY DISPOSAL OF USED OIL - ANNUAL AVERAGE OF 1,400 GALLONS *****					TEXT AMT 23,500 1,500 25,000	
503-4500-519.52-07	OBSOLETE INVENTORY	0	902	0	0	0	0
503-4500-519.52-10	GAS, DIESEL, OIL & GREASE	10,559	3,385	3,000	3,000	1,829	4,088
	LEVEL 6 TEXT 6 FUEL FOR FLEET AND POOL VEHICLES A.) EST. UNLEADED 915 GALLONS AT \$2.50/GALLON B.) EST. DIESEL 600 GALLONS AT \$3.00/GALLON ***** **UPDATED \$/GAL 6/28/18 TP					TEXT AMT 2,288 1,800 4,088	
503-4500-519.52-12	UNIFORMS	3,292	2,967	4,250	4,075	3,143	3,990
	LEVEL 6 TEXT					TEXT AMT	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
6	A.) UNIFORM CLEANING & 1 REPLACEMENT SET PER EMPLOYEE PER YEAR						3,000
	B.) BOOT ALLOWANCE PER NAGE CONTRACT \$165 PER EMP (6 EMPLOYEES)						990

							3,990
503-4500-519.52-20	VEHICLE PARTS	321,886	363,977	408,242	428,347	417,376	275,000
LEVEL 6	TEXT PURCHASE OF VARIOUS VEHICLE PARTS FOR REPAIRS					TEXT AMT	
	NOTE: REDUCTION OF 133,242						275,000
	\$40,000 MOVED TO 4641 NEW ACCOUNT						
	\$60,000 MOVED TO 5275 NEW ACCOUNT						

	OVERALL REDUCTION OF \$33,242 BY STAFF						

							275,000
503-4500-519.52-27	BULK OIL & GREASE	0	12,047	13,000	13,000	8,000	13,000
LEVEL 6	TEXT BULK OIL, GREASE, ANTIFREEZE, DEF					TEXT AMT	
	ALL DEPARTMENTS EXCEPT FLEET						13,000

							13,000
503-4500-519.52-75	VEHICLE ACCESSORIES	0	0	0	0	0	60,000
LEVEL 6	TEXT ACCESSORIES TO UP FIT VEHICLES -ITEMS SUCH AS					TEXT AMT	
	BED COATING, TRUCK TOOL BOXES, EMERGENCY LIGHTING						60,000
	ETC						
	PREVIOUSLY BUDGETED IN 52-20						60,000
503-4500-519.54-00	DUES & MEMBERSHIPS	705	549	760	760	549	600
LEVEL 6	TEXT A.) NATIONAL ASSOC. OF FLEET ADMINISTRATORS(NAFA)					TEXT AMT	
	B.) FLORIDA ASSOCIATION OF GOVERNMENTAL FLEET						500
	ADMINISTRATORS (FLAGFA)						100

							600
503-4500-519.54-01	BOOKS & SUBSCRIPTIONS	0	0	0	0	0	2,000
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 PROPOSED3
6	A.) SUBSCRIPTION FOR LIGHT DUTY VEHICLE DIAGNOSIS AND SCHEMATICS MOVED FROM 46-10						1,500
	B.) SUBSCRIPTION FROM CUMMINS INLINE ENGINE DIAGNOSTIC MOVED FROM 46-10						500
							2,000
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*	OPERATING EXPENSE	564,619	620,928	694,403	705,228	649,318	702,106
503-4500-519.63-99	FIXED ASSET TRANSFERS	38,943	5,699	0	0	0	0
503-4500-519.64-00	MACH & EQUIPMENT	16,443	5,699	0	5,143	5,142	0
503-4500-519.64-15	ADP EQUIPMENT	22,500	0	0	0	0	0
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*	CAPITAL OUTLAY	0	0	0	5,143	5,142	0
503-4500-519.71-11	PRINCIPAL L/P	0	0	0	60,000	0	0
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*	DEBT SERVICE	0	0	0	60,000	0	0
503-4500-519.99-02	DEPRECIATION EXPENSE	31,301	35,849	0	0	0	0
503-4500-519.99-10	CONTINGENCY	0	0	10,000	0	0	1,281
LEVEL	TEXT						TEXT AMT
6	TO BALANCE FUND - UPDATED 8-1-18 TP						1,281 1,281
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*	NON-OPERATING EXPENSE	31,301	35,849	10,000	0	0	1,281
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**	VEHICLE MAINTENANCE	899,242	1,004,356	1,069,614	1,134,757	960,743	1,070,271
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***	VEHICLE MAINTENANCE	899,242	1,004,356	1,069,614	1,134,757	960,743	1,070,271
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****	VEHICLE MAINTENANCE SER.	899,242	1,004,356	1,069,614	1,134,757	960,743	1,070,271

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD	ACTUAL ENCMBRNCE	FY2019 PROPOSED3
RISK MANAGEMENT FUND								
504-0000-331.51-16	HURRICANE MATTHEW	0	498	0	0		0	0
504-0000-334.51-16	HURRICANE MATTHEW	0	83	0	0		0	0
504-0000-341.20-12	WATER AND SEWER FD (401)	324,994	190,357	205,554	205,554		171,295	298,879
	LEVEL 6 TEXT UPDATED FOR FY19						TEXT AMT 298,879 298,879	
504-0000-341.20-16	GENERAL FUND (001)	832,479	564,052	656,218	656,218		546,848	900,099
	LEVEL 6 TEXT UPDATED FOR FY19						TEXT AMT 900,099 900,099	
504-0000-341.20-17	SOLID WASTE FUND (410)	10,611	6,295	6,678	6,678		5,565	10,188
	LEVEL 6 TEXT UPDATED FOR FY19						TEXT AMT 10,188 10,188	
504-0000-341.20-19	IT FUND (501)	36,172	25,045	24,789	24,789		20,658	35,657
	LEVEL 6 TEXT UPDATED FOR FY19						TEXT AMT 35,657 35,657	
504-0000-341.20-20	W/C PERSONAL SERVICES	244,746	245,192	320,000	320,000		290,693	329,652
	LEVEL 6 TEXT UPDATED 7/12/18 TP						TEXT AMT 329,652 329,652	
504-0000-341.20-21	DRAINAGE FUND (412)	53,695	33,456	33,794	33,794		28,162	47,737
	LEVEL 6 TEXT UPDATED FOR FY19						TEXT AMT 47,737 47,737	
504-0000-341.20-24	VEHICLE MAINT. FD (503)	19,292	13,232	14,165	14,165		11,804	20,376
	LEVEL 6 TEXT UPDATED FOR FY19						TEXT AMT 20,376 20,376	
504-0000-341.20-41	VEHICLE INSURANCE	100,900	100,158	115,518	115,518		96,265	158,871
	LEVEL TEXT						TEXT AMT	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
6	UPDATED FOR FY19						158,871 158,871
504-0000-341.20-56	BUILDING MAINT. FD (506)	21,317	18,203	17,504	17,504	14,587	25,120
LEVEL 6	TEXT UPDATED FOR FY19					TEXT AMT 25,120 25,120	
504-0000-341.20-69	CD BLDG SPECIAL REV 109	31,477	24,346	34,400	34,400	28,667	41,130
LEVEL 6	TEXT UPDATED FOR FY19					TEXT AMT 41,130 41,130	
504-0000-361.10-00	INTEREST EARNINGS-INVESTM	10,505	7,457	6,000	6,000	8,875	7,000
504-0000-369.30-00	INS. PROCEEDS	82,338	72,022	0	13,736	95,535	0
504-0000-369.90-00	MISC REVENUE	53	122	0	0	40,931	0
504-0000-389.10-00	APPROPRIATED FUND BAL	0	0	500,000	539,742	0	100,000
LEVEL 6	TEXT FY19 USAGE OF APPR. EQUITY					TEXT AMT 100,000 100,000	
*		1,768,579	1,300,518	1,934,620	1,988,098	1,359,885	1,974,709
**	RISK MANAGEMENT FUND	1,768,579	1,300,518	1,934,620	1,988,098	1,359,885	1,974,709
***	RISK MANAGEMENT FUND	1,768,579	1,300,518	1,934,620	1,988,098	1,359,885	1,974,709
****	RISK MANAGEMENT FUND	1,768,579	1,300,518	1,934,620	1,988,098	1,359,885	1,974,709

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
NON DEPARTMENTAL							
NON DEPARTMENTAL							
504-1000-519.12-00	SALARIES AND WAGES	201,614	206,431	206,508	207,251	178,988	208,367
	LEVEL 6					TEXT AMT	
						CURRENT STAFF (INC. ACCRUAL PAYOUT EST.)	204,244
						WAGE INCREASE	4,123
							208,367
504-1000-519.12-11	COMPENSATED ABSENCE	1,304	2,794-	0	0	0	0
504-1000-519.12-12	ADD. SALARY & BENEFITS	1,250	0	0	0	0	0
504-1000-519.14-00	OVERTIME	2,216	4,756	750	1,600	1,513	750
	LEVEL 6					TEXT AMT	
						OVERTIME	750
							750
504-1000-519.15-10	CERTIFICATIONS/LICENSES	0	0	1,500	1,500	407	1,500
504-1000-519.21-00	FICA TAXES	14,372	15,477	15,858	15,924	13,485	16,001
	LEVEL 6					TEXT AMT	
						CURRENT STAFF (INC. ACCRUAL PAYOUT EST.)	15,685
						WAGE INCREASE	316
							16,001
504-1000-519.22-00	RETIREMENT CONTRIBUTIONS	27,451	26,886	27,801	27,979	30,423	29,503
	LEVEL 6					TEXT AMT	
						CURRENT STAFF	28,931
						WAGE INCREASE	572
							29,503
504-1000-519.23-00	HEALTH INSURANCE	50,504	7,895	24,411	24,423	22,166	24,438
	LEVEL 6					TEXT AMT	
						HEALTH	22,350
						DENTAL	1,209
						LIFE	867
						WAGE INCREASE LIFE	12
							24,438
504-1000-519.23-04	EMPLOYEE (HDHP-EMPLOYER)	13,586	0	0	0	0	0
504-1000-519.23-05	EMPLOYER (FHC-EMPLOYER)	143,862	0	0	0	0	0
504-1000-519.24-00	WORKER'S COMPENSATION	577	236	194	195	178	192
	LEVEL 6					TEXT AMT	
						CURRENT STAFF (INC. ACCRUAL PAYOUT EST.)	188
						WAGE INCREASE	4

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
							192
504-1000-519.26-00	EAP BENEFIT	120	106	122	122	106	122
	LEVEL 6 TEXT CURRENT STAFF					TEXT AMT	122 122
-----		456,856	258,993	277,144	278,994	247,266	280,873
* PERSONNEL SERVICES							
504-1000-519.31-13	OTHER PROF. SERVICES	12,601	58,500	60,900	60,900	60,900	60,900
	LEVEL 6 TEXT BROWN & BROWN BROKER FEE HEALTH & WELLNESS) IBNR ACTUARIAL SERVICES (AMI RISK CONSULTANTS)					TEXT AMT	58,500 2,400 60,900
504-1000-519.34-14	CONTRACT SERVICES OTHER	0	12,895	35,600	35,600	28,515	32,200
	LEVEL 6 TEXT SAFETY TRAINING CONSULTING SERVICES EMPLOYEE SAFETY PROGRAMS INFECTION CONTROL PROGRAM PREVENTION CARE REMEDIAL AND REFRESHER PROFESSIONAL TRAINING FOR EMPLOYEES SOUTHEASTERN SECURITY CONSULTANTS DRIVER RECORDS DRUG & ALCOHOL TESTING (P/A, RANDOMS, R/S)					TEXT AMT	2,500 7,500 2,000 2,500 5,000 5,500 7,200 32,200
504-1000-519.40-00	TRAVEL PER DIEM	0	87	750	750	366	750
	LEVEL 6 TEXT EMPLOYEE TRAVEL PER DIEM					TEXT AMT	750 750
504-1000-519.40-10	EMPLOYEE TRAINING	1,029	1,037	2,000	2,000	672	1,750
	LEVEL 6 TEXT MANDATED OR SPECIALIZED TRAINING					TEXT AMT	1,750 1,750
504-1000-519.41-00	COMMUNICATION SERVICES	916	849	1,200	1,200	795	960
	LEVEL 6 TEXT MOBILE PHONE FOR RISK MANAGER CONFIDENTIAL MEDICAL FAX ANNUAL FEE					TEXT AMT	720 240

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
							960
504-1000-519.44-10	EQUIP/OTHER RENTAL/LEASE	721	864	870	870	865	870
	LEVEL 6 TEXT					TEXT AMT	
	EQUIPMENT RENTALS COPY MACHINE						870
	(NOTE: RISK'S SHARE OF RENTAL IS \$72.50/MONTH X 12 MONTHS)						870
504-1000-519.45-10	COMMERCIAL POLICY INS	718,051	781,880	875,157	874,281	824,866	913,253
	LEVEL 6 TEXT					TEXT AMT	
	*AD&D: LAW ENF/FIREFIGHTERS (10/1 RENEWAL)						7,796
	*AUTOMOBILE: LIABILITY (10/1 RENEWAL)						133,675
	*AUTOMOBILE: PHYSICAL DAMAGE (10/1 RENEWAL)						25,196
	*COMMERCIAL CRIME (10/1 RENEWAL)						3,363
	*EQUIPMENT BREAKDOWN (10/1 RENEWAL)						6,875
	*EXECUTIVE TRAVEL ACCIDENT (10/1 RENEWAL)						1,364
	*GENERAL/PROFESSIONAL LIABILITY (10/1 RENEWAL)						340,861
	*INLAND MARINE (10/1 RENEWAL)						13,134
	>POLLUTION: ENVIRONMENTAL LEGAL LIABILITY (6/21 RENEWAL)						21,175
	>POLLUTION: STORAGE TANK LIABILITY (6/21 RENEWAL)						5,704
	*PROPERTY (10/1 RENEWAL)						290,118
	#WRIGHT NATIONAL FLOOD INSURANCE (10/3 RENEWAL)						4,209
	#WRIGHT NATIONAL FLOOD INSURANCE (4/21 RENEWAL)						2,337
	#WRIGHT NATIONAL FLOOD INSURANCE (9/14 RENEWAL)						47,271
	WAIVER OF RECOURSE FEE - FIRE PENSION FUND						75
	NEW: WAIVER OF RECOURSE FEE - GEN EMP PENSION FUND						100
	OTHER POLICIES & PLANS - RUNOVERS						10,000
	*PREMIUMS INCLUDE PROJECTED 10% INCREASE PENDING RESPONSE TO RFP 18-22						
	#PREMIUMS INCLUDE PROJECTED 2% INCREASE						
	>PREMIUMS INCLUDE PROJECTED 10% INCREASE						913,253
504-1000-519.45-16	WORKERS COMP INSURANCE	261,746	305,266	376,456	376,456	366,356	371,456
	LEVEL 6 TEXT					TEXT AMT	
	FMIT WORKERS' COMP ANNUAL PREMIUM						361,456
	ALTERNATIVE SERVICE CONCEPTS (W/C CLAIMS \$1,225/QUARTER)						5,000
	OTHER W/C CLAIMS DEDUCTIBLES/PLAN EXPENSES						5,000
							371,456
504-1000-519.45-20	CLAIMS LOSS	188,864	186,718	199,000	199,000	156,313	195,000
	LEVEL TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
6	HALIFAX HEALTH - EMPLOY MED WC CLAIMS UNDER DEDUCTIBLE ANNUAL CLAIMS LOSS (BASED ON 5-YR AVERAGE)						1,000 194,000 195,000
504-1000-519.45-23	CHANGE IN IBNR	1,000-	62,000	0	0	0	0
504-1000-519.46-12	VEH MAINT/REPAIR	137	0	0	0	0	0
504-1000-519.46-36	SOFTWARE MAINTENANCE	0	316	310	316	316	310
LEVEL 6	TEXT MAINTENANCE & SUPPORT FOR LEGAL FILES SOFTWARE 9 LICENSES TOTAL ESTIMATED AT \$310/EACH *8 CHARGED TO LEGAL 001-1300 *1 CHARGED TO RISK MANAGEMENT					TEXT AMT	310 310
504-1000-519.47-00	PRINTING AND BINDING	30	61	400	400	250	400
LEVEL 6	TEXT ORIENTATION & TRAINING MATERIALS					TEXT AMT	400 400
504-1000-519.49-16	COMPUTER HARDWARE	0	1,809	0	0	0	0
504-1000-519.49-19	LICENSES, TAXES & FEES	833	724	650	650	598	650
LEVEL 6	TEXT ADMIN SERVICES WELLS FARGO BANKING FEES NOTE: IN CONJUNCTION WITH ALTERNATIVE SERVICES CONCEPTS WORKERS' COMP CASE MANAGEMENT)					TEXT AMT	650 650
504-1000-519.49-90	ADMIN SERVICES FEES	89,715	104,589	99,868	99,868	83,223	111,798
LEVEL 6	TEXT UPDATED FOR FY19					TEXT AMT	111,798 111,798
504-1000-519.51-00	OFFICE SUPPLIES	1,384	3,110	1,250	1,250	510	1,254
LEVEL 6	TEXT OFFICE SUPPLIES (PAPER, PENS, FOLDERS, BINDERS, ETC.) *** TO BALANCE FUND 7/12/18 TP					TEXT AMT	1,250 4 1,254
504-1000-519.52-00	OTHER OPERATING SUPPLIES	1,096	867	550	550	0	550
LEVEL	TEXT					TEXT AMT	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
6	OTHER GOVERNMENTAL EDUCATIONAL/INSTRUCTOR SERVICES						250
	SAFETY VESTS, HARD HATS, GLOVES, SAFETY GLASSES						250
	SPECIALTY TRAINING GIVEAWAY						50
							550
504-1000-519.52-10	GAS, DIESEL, OIL & GREASE	13	70	0	0	0	0
504-1000-519.52-15	POSTAL SERVICE	21	22	30	50	34	30
LEVEL 6	TEXT					TEXT AMT	
	DOT AND DFW NOTIFICATION LETTERS						10
	WORKERS' COMP, LIABILITY CORRESPONDENCE						20
							30
504-1000-519.54-00	DUES & MEMBERSHIPS	774	984	1,285	1,285	974	1,505
LEVEL 6	TEXT					TEXT AMT	
	FLORIDA BAR (FLORIDA REGISTERED PARAEGAL)						220
	FLORIDA SAFETY COUNCIL (SAFE DRIVER PROG MEMB)						100
	NATIONAL ASSOCIATION OF LEGAL ASSISTANTS						150
	PRIMA (PUBLIC RISK MGT ASSOC/NATIONAL CHAPTER)						400
	PRIMA CF (PUBLIC RISK MGT ASSOC/CENTRAL FL CHAP)						35
	SUNSHINE SAFETY COUNCIL						600
							1,505
504-1000-519.54-01	BOOKS & SUBSCRIPTIONS	950	268-	200	200	36	200
LEVEL 6	TEXT					TEXT AMT	
	PROFESSIONAL TRAINING MANUALS CDL DRIVERS						200
							200
*	OPERATING EXPENSE	1,277,881	1,522,380	1,656,476	1,655,626	1,525,589	1,693,836
504-1000-519.63-99	FIXED ASSET TRANSFERS	1,032-	0	0	0	13,681-	0
504-1000-519.64-00	MACH & EQUIPMENT	1,032	0	0	53,478	53,478	0
*	CAPITAL OUTLAY	0	0	0	53,478	39,797	0
504-1000-519.99-02	DEPRECIATION EXPENSE	17	206	0	0	0	0
504-1000-519.99-10	CONTINGENCY	0	0	1,000	0	0	0
*	NON-OPERATING EXPENSE	17	206	1,000	0	0	0
**	NON DEPARTMENTAL	1,734,754	1,781,579	1,934,620	1,988,098	1,812,652	1,974,709
***	NON DEPARTMENTAL	1,734,754	1,781,579	1,934,620	1,988,098	1,812,652	1,974,709

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
LEASE & REPLACEMENT FUND							
505-0000-341.20-01	FLEET RENTAL GENERAL FD	989,953	1,046,347	1,144,241	1,144,241	949,905	1,300,657
	LEVEL 6 TEXT FLEET FINANCE AS OF 06-18-18 NT INCREASE FOR AERIAL QUINT - ADD'L \$75K INCREASE FOR A LA CARTE ITEMS - FIRE&POLICE ***** DECREASE - A LA CARTE PD -CC MTG 08-22-18					TEXT AMT 1,286,660 2,896 15,203 4,102- 1,300,657	
505-0000-341.20-02	FLEET RENTAL DRAINAGE 412	163,598	256,018	268,742	268,742	223,952	213,056
	LEVEL 6 TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 213,056 213,056	
505-0000-341.20-03	FLEET RENTAL GAS TAX	74,722	90,064	113,089	113,089	94,241	122,315
	LEVEL 6 TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 122,315 122,315	
505-0000-341.20-04	FLEET RENTAL W/S R&R	296,972	316,294	299,747	299,747	249,789	319,194
	LEVEL 6 TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 319,194 319,194	
505-0000-341.20-05	FLEET RENTAL GARB. R&R	5,168	0	4,475	4,475	3,729	4,475
	LEVEL 6 TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 4,475 4,475	
505-0000-341.20-06	FLEET RENTAL D/P (501)	359,499	309,943	339,245	339,245	282,704	426,417
	LEVEL 6 TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 426,417 426,417	
505-0000-341.20-07	FLEET RENTAL VEH MNT 503	38,503	31,400	37,035	37,035	30,863	42,443
	LEVEL 6 TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 42,443 42,443	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
505-0000-341.20-08	FLEET RENTAL GOLF 450	118,408	122,903	128,061	128,061	106,718	138,962
	LEVEL 6 TEXT LEASE FOR EQUIPMENT AS OF 06-18-18 NT LEASE FOR GOLF CART					TEXT AMT 61,627 77,335 138,962	
505-0000-341.20-10	FLEET RENTAL CD BLDG 109	8,762	17,724	24,255	24,255	20,213	26,148
	LEVEL 6 TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 26,148 26,148	
505-0000-341.20-14	FLEET FIN. RENTAL	27,534	24,378	22,275	22,275	18,563	10,086
	LEVEL 6 TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 10,086 10,086	
505-0000-341.20-15	FLEET RENTAL BLDG MT 506	6,807	9,050	16,686	16,686	17,534	25,138
	LEVEL 6 TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 25,138 25,138	
505-0000-341.20-22	TRANSFER FROM 416	0	0	0	0	0	1,105
505-0000-341.20-23	TRANSFER FROM 420	0	0	0	0	0	1,105
505-0000-361.10-00	INTEREST EARNINGS-INVESTM	17,773	12,129	20,000	20,000	26,065	20,000
505-0000-364.02-00	INSURANCE PROCEEDS PD	0	1,975-	0	0	0	0
505-0000-364.41-00	EQUIPMENT	0	0	0	0	246,536	0
505-0000-364.49-00	GAIN/(LOSS) ON SALE F/A	60,891-	130,936	0	0	0	0
505-0000-369.90-00	MISC REVENUE	0	0	0	0	27	0
505-0000-381.16-00	TRANSFER FROM 001	0	305,000	450,000	450,000	450,000	0
505-0000-389.10-00	APPROPRIATED FUND BAL	0	0	0	3,681,790	0	25,899
	LEVEL 6 TEXT INITIAL ESTIMATE TO BALANCE THE FUND.06-18-18 NT REDUCTION 07-20-18 REDUCTION 08-13-18 INCREASE 08-27-18					TEXT AMT 42,106 2,896- 17,413- 4,102 25,899	
*		2,046,808	2,670,211	2,867,851	6,549,641	2,720,839	2,677,000
**	LEASE & REPLACEMENT FUND	2,046,808	2,670,211	2,867,851	6,549,641	2,720,839	2,677,000

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
NON DEPARTMENTAL							
NON DEPARTMENTAL							
505-1000-519.46-12	VEH MAINT/REPAIR	87,811	0	0	0	0	0
505-1000-519.49-02	COMPUTER SOFTWARE	25,555	0	0	14,045	0	0
505-1000-519.49-16	COMPUTER HARDWARE	59,779	71,468	30,000	76,709	63,223	30,000
LEVEL 6	TEXT IT PROJECT - ZMI032 \$30K (PUB SAFETY LAPTOP RPLC) 06-18-18 NT					TEXT AMT 30,000	
						30,000	
505-1000-519.49-20	EQUIP & OTHER NON-CAPITAL	21,468	18,226	0	46,684	21,811	0
*	OPERATING EXPENSE	194,613	89,694	30,000	137,438	85,034	30,000
505-1000-519.63-97	PROJ CAPITAL OUTLAY	0	17,699	0	2,182,301	147,382	0
505-1000-519.63-99	FIXED ASSET TRANSFERS	2,646,598-	1,593,987-	0	0	1,258,353-	0
505-1000-519.64-00	MACH & EQUIPMENT	2,507,855	1,079,022	2,259,000	3,650,327	3,365,275	2,234,000
LEVEL 6	TEXT *FY19 VEHICLES *FY19 CYPRESS HEAD EQUIP & GOLF CARTS *FY19 EQUIPMENT EQUIPMENT: FIRE-EMERG TRAFFIC CONTROL - \$120K EQUIPMENT:FIRE - RADIOS \$215K BASED ON FLEET FINANCING 06-18-18 NT					TEXT AMT 1,567,000 332,000 335,000	
						2,234,000	
505-1000-519.64-06	COMMUNICATIONS EQUIPMENT	0	0	0	7,957	4,828	0
505-1000-519.64-15	ADP EQUIPMENT	138,743	497,266	420,000	389,204	139,651	413,000
LEVEL 6	TEXT *FY19 EQUIPMENT - IT PROJECTS ***** IT PROJECT - ZMI015 \$40K (MUNICIPAL NETWORK) IT PROJECT - ZMI016 \$25K (COMPUTER HARDWARE) IT PROJECT - ZMI070 NETWORK TRACER WIRE \$40K IT PROJECT- DIGITAL SIGNAGE - \$26K IT PROJECT - ZMI054 \$282K (ERP PROJECT) (EQUIPMENT AS OF 06-18-18 NT) ***** *****					TEXT AMT 413,000	
						413,000	
*	CAPITAL OUTLAY	0	0	2,679,000	6,229,789	2,398,783	2,647,000
505-1000-519.91-73	TRANSFER TO 317 GEN CP RP	0	0	0	22,000	22,000	0

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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 PROPOSED3
* TRANSFERS		0	0	0	22,000	22,000	0
505-1000-519.99-02	DEPRECIATION EXPENSE	1,681,981	1,818,731	0	0	0	0
505-1000-519.99-10	CONTINGENCY	0	0	158,851	160,414	0	0
* NON-OPERATING EXPENSE		1,681,981	1,818,731	158,851	160,414	0	0
** NON DEPARTMENTAL		1,876,594	1,908,425	2,867,851	6,549,641	2,505,817	2,677,000
*** NON DEPARTMENTAL		1,876,594	1,908,425	2,867,851	6,549,641	2,505,817	2,677,000
**** LEASE & REPLACEMENT FUND		1,876,594	1,908,425	2,867,851	6,549,641	2,505,817	2,677,000

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
BUILDING MAINTENANCE							
506-0000-331.51-16	HURRICANE MATTHEW	0	26,798	0	0	0	0
506-0000-334.51-16	HURRICANE MATTHEW	0	4,141	0	0	0	0
506-0000-341.20-12	WATER AND SEWER FD (401)	135,569	155,300	124,162	124,162	103,469	140,241
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 140,241 140,241	
506-0000-341.20-16	GENERAL FUND (001)	1,333,725	1,785,954	1,848,052	1,848,052	1,540,043	2,048,690
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 2,096,715	

	UPDATED 8/9/18 TO POSTPONE FIRE ST RENOV 72 AND 75					40,025-	

	UPDATED 8/23/18 TO REMOVE FINANCE WALL REPAIR					4,800-	

	UPDATED 8/29/18 CM CHANGES - REMOVE ONE CARPET EXT					3,200-	
						2,048,690	
506-0000-341.20-17	SOLID WASTE FUND (410)	4,356	6,628	10,105	10,105	8,421	10,326
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 10,326 10,326	
506-0000-341.20-19	IT FUND (501)	33,460	37,917	42,161	42,161	35,134	53,718
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 53,718 53,718	
506-0000-341.20-21	DRAINAGE FUND (412)	32,063	45,894	47,537	47,537	39,614	39,178
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 39,178 39,178	
506-0000-341.20-24	VEHICLE MAINT. FD (503)	21,758	33,136	50,517	50,517	42,098	51,626
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT 51,626 51,626	
506-0000-341.20-69	CD BLDG SPECIAL REV 109	60,123	67,803	77,397	77,397	64,498	73,005
	LEVEL TEXT					TEXT AMT	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
6	UPDATED FOR FY19						73,005 73,005
506-0000-361.10-00	INTEREST EARNINGS-INVESTM	4,883	2,702	1,850	1,850	5,215	3,000
506-0000-364.49-00	GAIN/(LOSS) ON SALE F/A	0	6,053-	0	0	0	0
506-0000-369.90-00	MISC REVENUE	897	585	0	0	484	0
506-0000-389.10-00	APPROPRIATED FUND BAL	0	0	174,156	432,430	0	99,673
LEVEL 6	TEXT FUND BALANCE ***					TEXT AMT 100,000	
	UPDATED TO BALANCE FUND 8*1-18 TP						327- 99,673
*		1,626,834	2,160,805	2,375,937	2,634,211	1,838,976	2,519,457
**	BUILDING MAINTENANCE	1,626,834	2,160,805	2,375,937	2,634,211	1,838,976	2,519,457
***	BUILDING MAINTENANCE	1,626,834	2,160,805	2,375,937	2,634,211	1,838,976	2,519,457
****	BUILDING MAINTENANCE	1,626,834	2,160,805	2,375,937	2,634,211	1,838,976	2,519,457

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
BUILDING MAINTENANCE BUILDING MAINTENANCE 506-4200-539.12-00	SALARIES AND WAGES	172,474	210,499	289,312	288,652	246,849	313,376
	LEVEL 6 TEXT					TEXT AMT	
						REG, SICK BUY BACK, ACCRUAL PAYOUTS	268,496
						WAGE INCREASE	7,819
						NEW: GENERATOR MECHANIC 50% (REORG)	16,141
						NEW: CUSTODIAN (ANNEX)	20,920
							313,376
506-4200-539.12-11 506-4200-539.14-00	COMPENSATED ABSENCE OVERTIME	18,858- 3,237	4,561 6,649	0 2,750	0 2,750	0 3,960	0 4,000
	LEVEL 6 TEXT					TEXT AMT	
						AFTER HOURS CALL OUTS	4,000
						CALLOUTS, GENERATOR, HVAC, AND EVENTS	

							4,000
506-4200-539.15-10 506-4200-539.21-00	CERTIFICATIONS/LICENSES FICA TAXES	0 11,416	0 15,223	0 22,347	75 22,347	75 16,991	0 24,286
	LEVEL 6 TEXT					TEXT AMT	
						CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY)	20,851
						WAGE INCREASE	599
						NEW: GENERATOR MECHANIC 50% (REORG)	1,235
						NEW: CUSTODIAN (ANNEX)	1,601
							24,286
506-4200-539.22-00	RETIREMENT CONTRIBUTIONS	24,043	30,000	39,723	39,723	35,992	50,145
	LEVEL 6 TEXT					TEXT AMT	
						CURRENT STAFF	45,088
						WAGE INCREASE	1,350
						NEW: GENERATOR MECHANIC 50% (REORG)	1,615
						NEW: CUSTODIAN (ANNEX)	2,092
							50,145
506-4200-539.23-00	HEALTH INSURANCE	25,189	36,520	55,009	55,009	46,807	64,746
	LEVEL 6 TEXT					TEXT AMT	
						HEALTH	50,408
						DENTAL	2,727
						LIFE	591
						WAGE INCREASE LIFE	17
						PART TIME 35 HR EMPL INS INCR TO FULL CONTR	
						NEW: GENERATOR MECHANIC 50% (REORG)	

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	HEALTH						3,439
	DENTAL						186
	LIFE						78
	NEW: CUSTODIAN (ANNEX)						6,877
	HEALTH						372
	DENTAL						51
	LIFE						64,746
506-4200-539.24-00	WORKER'S COMPENSATION	4,065	4,779	7,566	7,566	6,714	8,323
	LEVEL 6 TEXT					TEXT AMT	
	CURRENT STAFF (INC. ACCRUAL PAYOUT AND SPEC. PAY)						7,452
	WAGE INCREASE						207
	NEW: GENERATOR MECHANIC 50% (REORG)						423
	NEW: CUSTODIAN (ANNEX)						241
							8,323
506-4200-539.26-00	EAP BENEFIT	176	228	300	300	275	330
	LEVEL 6 TEXT					TEXT AMT	
	CURRENT STAFF						274
	NEW: GENERATOR MECHANIC 50% (REORG)						19
	NEW: CUSTODIAN (ANNEX)						37
							330
* PERSONNEL SERVICES		221,742	308,459	417,007	416,422	357,663	465,206
506-4200-539.31-13	OTHER PROF. SERVICES	3,660	1,025	1,500	1,500	0	1,500
	LEVEL 6 TEXT					TEXT AMT	
	AIR QUALITY TESTS AT POLICE DEPARTMENT						1,500
							1,500
506-4200-539.34-14	CONTRACT SERVICES OTHER	32,436	15,224	15,820	15,520	12,327	17,555
	LEVEL 6 TEXT					TEXT AMT	
	OFFICE PLANT SERVICES						3,230
	PEST CONTROL-ALL FACILITIES						5,000
	FY18 MTHLY=\$378*12=\$4,536 FY19 RODENT CONTROL						
	AND BED BUG CONTROL						
	TERMITE BOND - POLICE DEPARTMENT						750
	LAUNDRY SERVICE (MOP HEADS)						1,000
	WINDOW CLEANING FOR CITY HALL AND POLICE DEPT.						6,575
	INCREASE COST DUE TO NEW QUOTES OBTAINED						
	FIRE ALARM MONITORING FOR CITY HALL						1,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
							17,555
506-4200-539.34-15	TEMP HELP SERVICE FEE	0	0	4,000	0	0	0
506-4200-539.34-70	CONT SRVCS GENERATOR PM	0	0	0	0	0	15,000
	LEVEL 6 TEXT CONTRACT SERVICES FOR GENERATOR PREVENTATIVE MAINTENANCE					TEXT AMT 15,000	
	** NEW FY19** *****						15,000
506-4200-539.40-10	EMPLOYEE TRAINING	0	0	0	0	0	700
	LEVEL 6 TEXT SUPERVISORY AND SAFETY TRAINING					TEXT AMT 700 700	
506-4200-539.41-00	COMMUNICATION SERVICES	1,270	1,016	2,495	2,495	920	2,495
	LEVEL 6 TEXT DEPARTMENTAL PHONES RENTAL AND SERVICES					TEXT AMT 2,160	
	**THREE(3)PHONES AT AVERAGE OF \$60 PER MONTH X 12 MONTHS						
	EJ WARD GPS FLEET MONITORING						335
	**FOUR (4) UNITS AT \$6.95 PER MONTH X 12 MONTHS						2,495
506-4200-539.43-10	ELECTRICAL SERVICES	484,504	491,022	480,000	480,000	444,942	490,000
	LEVEL 6 TEXT ELECTRIC - AVERAGE \$40,693.48PER MONTH X 12 MONTHS					TEXT AMT 490,000	
	488,319.48 ANNUAL **NOTE:ALL BUILDINGS						490,000
506-4200-539.43-12	WATER/SEWER SERVICES	133,715	151,166	171,108	171,108	130,129	150,000
	LEVEL 6 TEXT UTILITY BILLING FEES:					TEXT AMT 150,000	
	FY18 MTHLY AVG \$12,008.81 *12=\$144,105.72						150,000
506-4200-539.43-14	DRAINAGE	32,306	45,507	54,480	54,480	48,635	53,000
	LEVEL 6 TEXT FY2018 MTHLY AVG \$4,357.02 *12=\$52,284.24 ANNUAL					TEXT AMT 53,000 53,000	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
506-4200-539.44-10	EQUIP/OTHER RENTAL/LEASE	0	0	1,500	1,500	0	1,500
	LEVEL 6 TEXT ARIAL LIFTS/SCISSORS LIFT **NOTE: FOR USE IN AREAS AT CITY HALL WHERE THE BUCKET TRUCK CAN NOT GAIN ACCESS FOR PRESSURE WASHING OF THE BUILDING					TEXT AMT 1,500	
						1,500	
506-4200-539.44-13	FLEET FINANCING	6,807	9,050	16,686	21,041	17,534	25,138
	LEVEL 6 TEXT FLEET FINANCE AS OF 06-18-18 NT					TEXT AMT 25,138 25,138	
506-4200-539.45-19	VEHICLE INSURANCE	1,490	1,547	1,731	1,731	1,443	2,286
	LEVEL 6 TEXT VEHICLES AND ROLLING STOCK 4 VEHICLES					TEXT AMT 2,286 2,286	
506-4200-539.46-10	GENERAL EQUIP MAINT	8,657	33,383	27,757	41,557	29,025	14,500
	LEVEL 6 TEXT CITY HALL MESSAGE BOARD SIGN ANNUAL MAINTENANCE \$375/MONTH X 12 MONTHS BUILDING EQUIPMENT REPAIRS AND REPLACEMENTS APPLIANCE REPAIRS GENERATOR MAINTENANCE REPAIRS MOVED TO 46-42 FIRE BACKFLOW REPAIRS AS NEEDED FIRE SPRINKLER SYSTEM REPAIRS AS NEEDED FIRE ALARM REPAIRS AS NEEDED					TEXT AMT 4,500 3,000 2,000 1,500 2,000 1,500 14,500	
506-4200-539.46-11	REGULAR MAINT/INSP EQUIP	31,349	19,259	20,200	20,200	14,412	23,100
	LEVEL 6 TEXT FIRE ALARM SYSTEM INSPECTIONS FIRE SPRINKLER SYSTEM INSPECTIONS FIRE SYSTEMS BACKFLOW INSPECTIONS FIRE EXTINGUISHER REPAIR/REPLACEMENT ELEVATOR REPAIRS AND MAINTENANCE ELEVATOR SERVICE INSPECTION CH & PD ROOF INSPECTION SERVICES - 3 FACILITIES					TEXT AMT 3,200 4,000 2,000 2,000 1,500 7,900 2,500 23,100	
506-4200-539.46-12	VEH MAINT/REPAIR	2,983-	7,811	5,000	8,925	5,613	5,000

BUDGET PREPARATION WORKSHEET
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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
	LEVEL 6 TEXT					TEXT AMT	
	VEHICLE REPAIRS					5,000	
	4 VEHICLES					5,000	
506-4200-539.46-16	BUILDING MAINT	148,549	162,494	286,020	318,030	241,162	257,800
	LEVEL 6 TEXT					TEXT AMT	
	MISCELLANEOUS REPAIRS AS FOLLOWS:						
	OVERHEAD DOOR REPAIRS-ROUTINE INSPECTION/MAINT.					12,000	
	AND AS NEEDED REPAIR.						
	A/C MAINTENANCE AND REPAIR					80,000	
	ELECTRICAL MAINTENANCE AND REPAIR					55,000	
	LIBRARY FOUNTAIN MAINTENANCE					1,500	
	LOCK AND DOOR CLOSER MAINTENANCE/ ANNEX ADDITION					9,000	
	MINOR ROOF REPAIR AND WARRANTY INSPECTIONS					10,000	
	PUBLIC WORKS RESTROOM REPAIR & MAINTENANCE					6,000	
	PLUMBING REPAIRS AND MAINTENANCE					10,000	
	FIRE STATION 73 HOT WATER HEATER REPLACEMENT FY19					12,000	
	FIRE ALARM PANEL REPLACEMENT(PW & CH)					20,500	
	REPLACEMENT OF DAMAGED LIGHTS POLES-					20,000	
	FIRE STATION NO. 71 RENOVATIONS:					10,675	
	REPAIR EXTERIOR COLUMN STUCCO \$375						
	REFINISH INTERIOR WALLS-FIRE BAY/CEILING \$5,250						
	RE-GROUT SHOWER'S CERAMIC TILE \$175						
	REMOVE AND REPLACE CARPET& VINYL BASE \$4,500						
	REFINISH EXTERIOR CASTIRON FIRELINE PIPING \$375						
	FIRE STATION NO. 72 RENOVATIONS:					22,450	
	PAINT INTERIOR WALLS, ADD CORNER GUARDS						
	& REFINISH TRUCK BAY FLOOR \$16,750						
	REMOVE/REPLACE CARPET & VINYL BASE \$4,500						
	REFINISH (1) SIDE OF PASS DOORS/TRUCK BAY \$500						
	ADD 1X6 WOOD CHAIR RAIL IN DINING AREA \$700						
	FIRE STATION NO. 73 RENOVATIONS COMPLETED FY18						
	FIRE STATION NO. 74 RENOVATIONS:					11,125	
	REMOVE AND REPLACE CARPET& VINYL BASE \$4,500						
	REFINISH FLOORS IN TRUCK BAY \$5,625						
	REFINISH DOORS AND FRAMES IN TRUCK BAY \$1,000						
	FIRE STATION NO. 75 RENOVATIONS:					17,575	
	PAINT LIVING AREA WALLS & INSTALL CORNER						
	GUARDS ON ALL EXTERIOR CORNERS \$11,163						
	REFINISH FLOORS IN TRUCK BAY \$4,925						
	REFINISH PASS DOORS IN THE TRUCK BAY \$876						
	ADD 1X6 CHAIR RAIL IN DINING AREA \$611						
	REFINISH WALL IN FINANCE SUITE					4,800	

	FUEL TANK MAINTENANCE (MOVED TO 503 FUND FY19)						

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
	PORTABLE DIGITAL DISPLAY FOR CITY HALL LOBBY ***						1,000
	8/29/18 CM CHANGES REDUCE BY ONE CARPET EXTRACTOR						3,200- 4,200
506-4200-539.49-61	DATA PROCESSING 501	7,160	7,958	10,877	10,877	9,064	12,585
	LEVEL 6 TEXT UPDATED FOR FY19 ***					TEXT AMT	12,912
	UPDATED 8/1/18 A LA CARTE GIS SPEC						327- 12,585
506-4200-539.49-64	INSURANCE 504	21,317	18,203	17,504	17,504	14,587	25,120
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT	25,120 25,120
506-4200-539.49-90	ADMIN SERVICE FEES	50,296	68,794	74,807	74,807	62,339	92,489
	LEVEL 6 TEXT UPDATED FOR FY19					TEXT AMT	92,489 92,489
506-4200-539.51-00	OFFICE SUPPLIES	0	2,657	500	500	500	500
	LEVEL 6 TEXT OFFICE SUPPLIES					TEXT AMT	500 500
506-4200-539.52-00	OTHER OPERATION SUPPLIES	18,456	18,083	13,000	13,000	10,776	15,000
	LEVEL 6 TEXT PAINT & PAINTING SUPPLIES					TEXT AMT	5,000
	MISC. MAINTENANCE SUPPLIES (LIGHT FIXTURES, DOOR HANDLES, ETC.)						6,500
	VARIOUS FILTERS FOR FACILITIES HVAC UNITS						1,000
	LOCK/KEY REPLACEMENT-INTERNAL MAINTENANCE (MOVED TO 4616 IN FY 19						
	VARIOUS HAND TOOLS , MOPS, BUCKETS, GARBAGE CANS						2,500
	UTILITY CARTS, BROOMS, VACUMN CLEANERS (INCREASE DUE TO ANNEX)						
							15,000
506-4200-539.52-10	GAS,DIESEL,OIL,& GREASE	189	4,037	6,000	6,000	4,386	5,730
	LEVEL 6 TEXT					TEXT AMT	

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
6	EST UNLEADED 1,200 GALLONS AT \$2.50 PER GALLON EST DIESEL 910 GALLONS AT \$3.00 PER GALLON **UPDATED \$/GAL 6/28/18 TP						3,000 2,730 5,730
506-4200-539.52-11	JANITORIAL SUPPLIES	9,121	15,533	11,230	11,230	10,428	15,000
LEVEL 6	TEXT *JANITORIAL CLEANING SUPPLIES AND EQUIPMENT (INCREASE DUE TO ANNEX)					TEXT AMT	15,000 15,000
506-4200-539.52-12	UNIFORMS	0	51	525	1,185	893	2,820
LEVEL 6	TEXT NEW/ REPLACEMENT UNIFORMS, HATS, TEE SHIRTS RUBBER BOOTS (8 EMP) BOOT ALLOWANCE PER NAGE CONTRACT MOVED FROM SALARY (8 EMPLOYEES)					TEXT AMT	1,500 1,320 2,820
506-4200-539.52-76	GENERATOR PARTS	0	0	0	0	0	5,000
LEVEL 6	TEXT PURCHASE OF GENERATOR PARTS FOR REPAIRS DONE IN-HOUSE **NEW FY19** *****					TEXT AMT	5,000 5,000
506-4200-539.54-00	DUES & MEMBERSHIPS	155	0	320	288	0	0
* OPERATING EXPENSE		991,371	1,078,719	1,228,585	1,279,335	1,063,049	1,262,143
506-4200-539.62-00	BUILDINGS AND IMP. TO	3,080	0	0	0	0	0
506-4200-539.63-97	PROJ CAPITAL OUTLAY	55,459	3,600	9,820	95,020	58,021	40,000
LEVEL 6	TEXT CIP - KITCHEN REPLACEMENT @ FS71 & FS74 *****					TEXT AMT	40,000 40,000
506-4200-539.63-99	FIXED ASSET TRANSFER	77,552-	12,913-	0	0	55,120-	0
506-4200-539.64-00	MACH & EQUIPMENT	8,419	0	86,000	141,845	55,120	100,000
LEVEL 6	TEXT CAPITAL EQUIPMENT CARPET EXTRACTOR (CITY HALL AND NEW ANNEX)					TEXT AMT	6,400

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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 PROPOSED3

	CIP						
	STANDBY POWER GENERATORS REBUILD / REPLACEMENT						100,000

	CARPET EXTRACTORS MOVED TO 4920 BASED ON COST PER						6,400-
	PER JW REQUEST 6/27/18 (TP)						100,000
506-4200-539.64-04	FURNITURE & FIXTURES	0	0	0	23,390	23,390	0
	LEVEL 6 TEXT NO FUNDING REQUIREMENTS FOR FY19					TEXT AMT	
506-4200-539.64-15	IT EQUIPMENT/OTHER	10,594	9,313	0	94	94	0
	LEVEL 6 TEXT NO FUNDING REQUIREMENTS FOR FY19					TEXT AMT	

*	CAPITAL OUTLAY	0	0	95,820	260,349	81,505	140,000
506-4200-539.91-22	TRANSFER TO 001	0	0	0	22,880	22,880	0
506-4200-539.91-73	TRANSFER TO 317 FUND	0	0	0	31,700	31,700	0
	LEVEL 6 TEXT TO BE MODIFIED BY FINANCE					TEXT AMT	
506-4200-581.91-29	TRANSFER TO 220 FUND	627,170	624,173	623,525	623,525	519,604	624,390
	LEVEL 6 TEXT 2014 CAP IMPRV BOND (54% OF \$1,152,477 DEBT SRV)					TEXT AMT	
	2014 CAP IMPRV BOND (54% OF \$3,800 OTHER DEBT SRV)					622,338	
						2,052	
						624,390	

*	TRANSFERS	627,170	624,173	623,525	678,105	574,184	624,390
506-4200-539.99-02	DEPRECIATION EXPENSE	97,394	84,600	0	0	0	0
506-4200-539.99-10	CONTINGENCY	0	0	11,000	0	0	27,718
	LEVEL 6 TEXT TO BALANCE FUND-PLAN FOR ADDL COSTS DUE TO ANNEX					TEXT AMT	
						27,718	
						27,718	

*	NON-OPERATING EXPENSE	97,394	84,600	11,000	0	0	27,718

**	BUILDING MAINTENANCE	1,937,677	2,095,951	2,375,937	2,634,211	2,076,401	2,519,457

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
LOAN POOL							
508-0000-361.10-00	INTEREST EARNINGS-INVESTM	20,728	13,108	10,000	10,000	17,468	10,000
508-0000-361.15-00	INTERNAL INTEREST EARNING	68,753	62,421	64,716	64,716	41,707	52,954
		LEVEL 6	TEXT 611 FUND 103 FUND	INTERNAL INTERNAL	INTEREST INTEREST	TEXT AMT 10,361 42,593 52,954	
508-0000-389.10-00	APPROPRIATED FUND BAL	0	0	326,693	717,646	0	349,590
*		89,481	75,529	401,409	792,362	59,175	412,544
**	LOAN POOL	89,481	75,529	401,409	792,362	59,175	412,544
***	LOAN POOL	89,481	75,529	401,409	792,362	59,175	412,544
****	LOAN POOL	89,481	75,529	401,409	792,362	59,175	412,544

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ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
NON DEPARTMENTAL							
NON DEPARTMENTAL							
508-1000-590.91-32	TRANSFER TO 450/451 fund	0	0	73,409	73,409	0	87,544
	LEVEL 6 TEXT LOAN TO BALANCE THE FUND					TEXT AMT 87,544 87,544	
508-1000-590.91-54	TRANSFER TO 103 FUND	0	0	328,000	328,000	0	325,000
	LEVEL 6 TEXT TRANSFER TO THE 103 FUND FOR DEBT SERVICE 07-20-18 (NT)					TEXT AMT 325,000 325,000	
508-1000-590.91-73	TRANSFER TO 317 FUND	0	0	0	390,953	0	0
*	TRANSFERS	0	0	401,409	792,362	0	412,544
**	NON DEPARTMENTAL	0	0	401,409	792,362	0	412,544
***	NON DEPARTMENTAL	0	0	401,409	792,362	0	412,544
****	LOAN POOL	0	0	401,409	792,362	0	412,544

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
POLICE BENEFIT TRST FUND							
606-0000-361.10-00	INTEREST EARNINGS-INVESTM	113	65	100	100	98	100
606-0000-366.90-00	PRIVATE DONATIONS	200	100	0	0	0	0
606-0000-366.90-32	HOLIDAY DONATIONS	832	1,348	0	0	540	0
606-0000-369.90-00	MISC REVENUE	63	312	0	0	461	0
606-0000-369.90-03	CRIME PREVENTION	1,500	0	0	0	3,000	0
606-0000-369.90-04	VICTIM ADVOCATE PROGRAM	0	0	0	0	24	0
606-0000-369.90-05	COKE MACHINE RECEIPTS	2,595	2,278	2,400	2,400	1,270	2,400
606-0000-389.10-00	APPROPRIATED FUND BAL	0	0	5,200	5,200	0	5,200
*-----		5,303	4,103	7,700	7,700	5,393	7,700
** POLICE BENEFIT TRST FUND		5,303	4,103	7,700	7,700	5,393	7,700
*** POLICE BENEFIT TRST FUND		5,303	4,103	7,700	7,700	5,393	7,700
**** POLICE BENEFIT TRST FUND		5,303	4,103	7,700	7,700	5,393	7,700

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
POLICE POLICE 606-3200-521.40-00	TRAVEL PER DIEM	673	0	1,300	1,300	0	1,300
	LEVEL 6 TEXT TOUR DE FORCE, ANNUAL, FROM CP FUNDS					TEXT AMT 1,300 1,300	
606-3200-521.52-00	OTHER OPERATING SUPPLIES	3,624	4,126	4,000	4,000	2,025	4,000
	LEVEL 6 TEXT VENDING MACHINE, MISC EXPENSES, ANNUAL					TEXT AMT 4,000 4,000	
606-3200-521.52-02	CRIME PREVENTION	1,372	2,108	1,000	1,000	3,436	1,000
	LEVEL 6 TEXT CRIME PREVENTION EXPENSES					TEXT AMT 1,000 1,000	
606-3200-521.52-03	HOLIDAY DONATIONS PROGRAM	1,365	1,309	1,400	1,400	1,153	1,400
	LEVEL 6 TEXT HOLIDAY DONATIONS (VA, XMAS TOYS, ETC.) VA606					TEXT AMT 1,400 1,400	
* OPERATING EXPENSE		7,034	7,543	7,700	7,700	6,614	7,700
** POLICE		7,034	7,543	7,700	7,700	6,614	7,700
*** POLICE		7,034	7,543	7,700	7,700	6,614	7,700
**** POLICE BENEFIT TRST FUND		7,034	7,543	7,700	7,700	6,614	7,700

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
POLICE FORFEITURE TRUST							
607-0000-351.11-00	CASH FORFEITURES	686,969	4,334	0	0	12,473	0
607-0000-358.20-00	SALE OF CONFISCATED PROP	519	0	0	0	0	0
607-0000-361.10-00	INTEREST EARNINGS-INVESTM	5,786	3,339	1,000	1,000	8,272	1,000
607-0000-364.23-00	SALE OF LAND	0	242,144	0	0	0	0
607-0000-369.91-00	MISC REVENUE POLICE	0	0	0	0	1,500	0
607-0000-389.10-00	APPROPRIATED FUND BAL	0	0	411,000	958,719	0	440,000
LEVEL 6 TEXT ORIGINAL NEED TO BALANCE FUND (07-23-18 NT)					TEXT AMT		
					440,000		
					440,000		
607-0000-399.10-25	FRM 608 POLICE EVIDENCE	4,004	1,583	0	0	3,100	0
*		697,278	251,400	412,000	959,719	25,345	441,000
**	POLICE FORFEITURE TRUST	697,278	251,400	412,000	959,719	25,345	441,000
***	POLICE FORFEITURE TRUST	697,278	251,400	412,000	959,719	25,345	441,000
****	POLICE FORFEITURE TRUST	697,278	251,400	412,000	959,719	25,345	441,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
POLICE POLICE 607-3200-521.31-12	LEGAL SERVICES	32,577	11,051	50,000	50,000	5,676	50,000
	LEVEL 6 TEXT ANNUAL LEGAL EXPENSES (CITY ATTORNEY & OTHER FEES)					TEXT AMT 50,000 50,000	
607-3200-521.31-13	OTHER PROF. SERVICES	1,100	0	0	0	0	0
607-3200-521.40-13	LAW ENFORCEMENT ED	0	0	5,000	5,000	1,612	5,000
	LEVEL 6 TEXT TRAVEL/TRAINING FOR ITEMS THAT EXCEED 001 FUNDS					TEXT AMT 5,000 5,000	
607-3200-521.43-10	ELECTRICAL SERVICES	117	670	0	0	0	0
607-3200-521.43-12	WATER/SEWER SERVICES	0	410	0	0	0	0
607-3200-521.49-02	COMPUTER SOFTWARE	0	0	39,000	39,000	0	39,000
	LEVEL 6 TEXT ONLINE REPORTING SOFTWARE CELLEBRITE FORENSIC CELLULAR SOFTWARE					TEXT AMT 23,000 16,000 39,000	
607-3200-521.49-04	OTHER CHARGES FOR SERVICE	2,911	3,640	5,000	5,000	0	5,000
	LEVEL 6 TEXT UNFORESEEN FORFIETURE FEES					TEXT AMT 5,000 5,000	
607-3200-521.49-19	TAXES, LICENSES, & FEES	0	4,253	0	0	0	0
607-3200-521.49-20	EQUIP & OTHER NON-CAPITAL	25,189	7,922	75,000	120,719	75,306	75,000
	LEVEL 6 TEXT VARIOUS NON-CAPITAL EQUIP. INCL. BUT NOT LIMIT TO: NEW OFC POS. (HANDGUN, SHOTGUN, AR) EQUIPMENT FOR ERT, MOTORS, CID, PATROL, CST, ETC.					TEXT AMT 75,000 75,000	
607-3200-521.52-00	OTHER OPERATING SUPPLIES	4,348	125	50,000	50,000	5,448	50,000
	LEVEL 6 TEXT FOR MISC UNFORESEEN NON-CAPITAL OPERATING EXPENSES THAT EXCEED 001 FUNDS					TEXT AMT 50,000 50,000	
607-3200-529.40-00	TRAVEL PER DIEM	0	837	0	0	2,215	0
607-3200-529.40-10	EMPLOYEE TRAINING	399	1,423	3,000	3,000	450	3,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
	LEVEL 6 TEXT COMM. RELATIONS, EMPLOYEE TRAINING					TEXT AMT 3,000 3,000	
607-3200-529.52-00	OTHER OPERATING SUPPLIES	4,030	15,564	10,000	10,000	5,233	10,000
	LEVEL 6 TEXT COMM. RELATIONS EXPENSES					TEXT AMT 10,000 10,000	
*	OPERATING EXPENSE	70,671	45,895	237,000	282,719	95,940	237,000
607-3200-521.63-97	PROJ CAPITAL OUTLAY	0	0	0	505,000	0	0
607-3200-521.64-00	MACH & EQUIPMENT	8,808	3,318	175,000	172,000	65,909	204,000
	LEVEL 6 TEXT FATS SYSTEM (EST \$75,000) VARIOUS CAPITAL ITEMS TO INCLUDE, BUT NOT LIMITED FLEET EXPANSION, UNFORSEEN RANGE ISSUES ***** 1 NEW LIEUTENANT VEHICLE (07-23-18 NT)					TEXT AMT 75,000 100,000 29,000 204,000	
607-3200-521.64-99	K-9 Officer	0	5,640	0	0	0	0
*	CAPITAL OUTLAY	8,808	8,958	175,000	677,000	65,909	204,000
**	POLICE	79,479	54,853	412,000	959,719	161,849	441,000
***	POLICE	79,479	54,853	412,000	959,719	161,849	441,000
****	POLICE FORFEITURE TRUST	79,479	54,853	412,000	959,719	161,849	441,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNC	FY2019 PROPOSED3
RECREATION IMPACT FUND							
611-0000-324.61-00	RESIDENTIAL CULTURE/RECRE	122,000	757,450	125,000	125,000	376,413	1,174,500
	LEVEL 6 TEXT BASED ON SCHEDULE PROVIDED BY CD 7/16/18					TEXT AMT 1,174,500 1,174,500	
611-0000-361.10-00	INTEREST EARNINGS-INVESTM	2,504	3,276	0	0	6,923	2,000
611-0000-389.10-00	APPROPRIATED FUND BAL	0	0	95,069	145,069	0	446,431
	LEVEL 6 TEXT INITIAL ESTIMATE TO BALANCE THE FUND 07-18-18 NT ***** UPDATED BASED ON ANTICIPATED IMPACT FEES FOR FY19 ***** TO INCREASE FUND BALANCE					TEXT AMT 603,069 603,069- 446,431- 446,431-	
*		124,504	760,726	220,069	270,069	383,336	730,069
**	RECREATION IMPACT FUND	124,504	760,726	220,069	270,069	383,336	730,069
***	RECREATION IMPACT FUND	124,504	760,726	220,069	270,069	383,336	730,069
****	RECREATION IMPACT FUND	124,504	760,726	220,069	270,069	383,336	730,069

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
RECREATION RECREATION							
611-5100-572.49-90	ADMIN SERVICE FEES	2,440	15,149	2,500	2,500	2,083	2,500
*	OPERATING EXPENSE	2,440	15,149	2,500	2,500	2,083	2,500
611-5100-572.63-97	PROJ CAPITAL OUTLAY	0	0	0	50,000	0	510,000
	LEVEL 6 TEXT FY19 CIP: THE REC CENTER REMODEL AND EXPANSION 07-18-18 NT					TEXT AMT 510,000 510,000	
*	CAPITAL OUTLAY	0	0	0	50,000	0	510,000
611-5100-572.71-11	PRINCIPAL L/P	0	0	197,341	197,341	0	207,208
	LEVEL 6 TEXT PRINCIPAL ON \$1.6M LOAN FOR CORACI PARK					TEXT AMT 207,208 207,208	
611-5100-572.72-11	LOAN POOL INTEREST	38,574	29,625	20,228	20,228	20,227	10,361
	LEVEL 6 TEXT INTEREST ON \$1.6M LOAN FOR CORACI PARK					TEXT AMT 10,361 10,361	
*	DEBT SERVICE	38,574	29,625	217,569	217,569	20,227	217,569
**	RECREATION	41,014	44,774	220,069	270,069	22,310	730,069
***	RECREATION	41,014	44,774	220,069	270,069	22,310	730,069
****	RECREATION IMPACT FUND	41,014	44,774	220,069	270,069	22,310	730,069

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
POLICE EDUCATION TRUST							
615-0000-351.30-00	POLICE EDUCATION	11,089	9,836	10,000	10,000	7,026	10,000
615-0000-361.10-00	INTEREST EARNINGS-INVESTM	49	55	0	0	80	0
		-----	-----	-----	-----	-----	-----
*		11,138	9,891	10,000	10,000	7,106	10,000
		-----	-----	-----	-----	-----	-----
**	POLICE EDUCATION TRUST	11,138	9,891	10,000	10,000	7,106	10,000
		-----	-----	-----	-----	-----	-----
***	POLICE EDUCATION TRUST	11,138	9,891	10,000	10,000	7,106	10,000
		-----	-----	-----	-----	-----	-----
****	POLICE EDUCATION TRUST	11,138	9,891	10,000	10,000	7,106	10,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD	ACTUAL ENCMBRNCE	FY2019 PROPOSED3
POLICE								
POLICE								
615-3200-521.40-00	TRAVEL PER DIEM	0	0	0	0		166	0
615-3200-521.40-13	LAW ENFORCEMENT ED	6,233	11,467	10,000	10,000		3,005	10,000
	LEVEL 6							
	TEXT OFFICER TRAINING ONLY							
							TEXT	AMT
								10,000
								10,000
*	OPERATING EXPENSE	6,233	11,467	10,000	10,000		3,171	10,000
**	POLICE	6,233	11,467	10,000	10,000		3,171	10,000
***	POLICE	6,233	11,467	10,000	10,000		3,171	10,000
****	POLICE EDUCATION TRUST	6,233	11,467	10,000	10,000		3,171	10,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNCE	FY2019 PROPOSED3
RECREATION SCHOLARSHIP							
621-0000-347.22-00	CONCESSION PROCEEDS	16,931	14,723	17,000	17,000	8,145	17,000
621-0000-347.35-00	GOLF TOURNAMENTS	9,030	9,240	8,000	8,000	7,420	8,000
621-0000-361.10-00	INTEREST EARNINGS-INVESTM	563	390	300	300	613	300
621-0000-366.95-00	MAYORS FUND RAISING	8,920	11,141	10,000	10,000	14,705	10,000
	LEVEL 6 TEXT GOLF TOURNAMENT CONTRIBUTIONS					TEXT AMT 10,000 10,000	
621-0000-369.90-05	COKE MACHINE RECEIPTS	3,358	2,342	2,500	2,500	2,922	2,500
*		38,802	37,836	37,800	37,800	33,805	37,800
**	RECREATION SCHOLARSHIP	38,802	37,836	37,800	37,800	33,805	37,800
***	RECREATION SCHOLARSHIP	38,802	37,836	37,800	37,800	33,805	37,800
****	RECREATION SCHOLARSHIP	38,802	37,836	37,800	37,800	33,805	37,800

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
NON DEPARTMENTAL							
NON DEPARTMENTAL							
621-1000-572.40-00	TRAVEL PER DIEM	0	13,440	0	0	0	0
621-1000-572.49-20	EQUIP & OTHER NON-CAPITAL	0	3,105	0	0	0	0
621-1000-572.52-00	OTHER OPERATING SUPPLIES	11,453	11,380	12,450	12,450	9,280	12,450
	LEVEL 6						
	TEXT					TEXT	AMT
	SCHOLARSHIP FUNDS-CONCESSION ITEMS,						12,000
	SNACK MACHINE ITEMS						
	HOT DOGS, SODA, CHIPS, GATORAIDE, CANDY, ETC.						
	MISC. PREP ITEMS, CLEANING SUPPLIES,						
	HEALTH DEPT. INSPECTION FOR 3 CONCESSIONS						330
	@ \$110 EACH						120
	STAFF FOOD HANDLING CERTIFICATIONS \$40EA.						12,450
621-1000-572.52-20	GOLF TOURNAMENT EXPENSE	13,789	14,892	12,000	15,768	15,768	15,000
*	OPERATING EXPENSE	25,242	42,817	24,450	28,218	25,048	27,450
621-1000-572.83-00	OTHER GRANTS & AIDS	2,149	3,010	10,000	9,582	0	10,000
*	GRANTS & AIDE	2,149	3,010	10,000	9,582	0	10,000
621-1000-572.99-10	CONTINGENCY	0	0	3,350	0	0	350
*	NON-OPERATING EXPENSE	0	0	3,350	0	0	350
**	NON DEPARTMENTAL	27,391	45,827	37,800	37,800	25,048	37,800
***	NON DEPARTMENTAL	27,391	45,827	37,800	37,800	25,048	37,800
****	RECREATION SCHOLARSHIP	27,391	45,827	37,800	37,800	25,048	37,800

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D ACTUAL INCLD ENCMBRNCE	FY2019 PROPOSED3
FEDERAL POLICE FORFEITURE							
625-0000-361.10-00	INTEREST EARNINGS-INVESTM	1,344	426	1,000	1,000	746	1,000
625-0000-389.10-00	APPROPRIATED FUND BAL	0	0	49,000	49,000	0	49,000
		-----	-----	-----	-----	-----	-----
*		1,344	426	50,000	50,000	746	50,000
		-----	-----	-----	-----	-----	-----
**	FEDERAL POLICE FORFEITURE	1,344	426	50,000	50,000	746	50,000
		-----	-----	-----	-----	-----	-----
***	FEDERAL POLICE FORFEITURE	1,344	426	50,000	50,000	746	50,000
		-----	-----	-----	-----	-----	-----
****	FEDERAL POLICE FORFEITURE	1,344	426	50,000	50,000	746	50,000

BUDGET PREPARATION WORKSHEET
FOR FISCAL YEAR 2019

ACCOUNTING PERIOD 11/2018

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY2016 Actual	FY2017 Actual	FY2018 Orig/Adopted Budget	FY2018 Adjusted Budget	FY2018 Y-T-D INCLD ENCMBRNC	FY2019 PROPOSED3
POLICE							
POLICE							
625-3200-521.34-14	CONTRACT SERVICES OTHER	71,747	0	0	0	0	0
625-3200-521.49-16	COMPUTER HARDWARE	1,905	0	0	0	0	0
625-3200-521.49-20	EQUIP & OTHER NON-CAPITAL	15,526	0	0	2,898	2,898	0
625-3200-521.52-00	OTHER OPERATING SUPPLIES	0	0	25,000	22,102	0	25,000
LEVEL 6 TEXT		FOR UNFORESEEN NON-CAPITAL OPERATING EXPENSES THAT				TEXT	AMT
		EXCEED 001 FUNDS					25,000
							25,000
* OPERATING EXPENSE		89,178	0	25,000	25,000	2,898	25,000
625-3200-521.64-00	MACH & EQUIPMENT	0	0	25,000	25,000	0	25,000
LEVEL 6 TEXT		MARINE UNIT BOAT MOTOR (EST \$15,000 - \$24,000)				TEXT	AMT
							25,000
							25,000
625-3200-521.64-15	ADP EQUIPMENT	72,453	0	0	0	0	0
* CAPITAL OUTLAY		72,453	0	25,000	25,000	0	25,000
** POLICE		161,631	0	50,000	50,000	2,898	50,000
*** POLICE		161,631	0	50,000	50,000	2,898	50,000
**** FEDERAL POLICE FORFEITURE		161,631	0	50,000	50,000	2,898	50,000



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: No

SUBJECT: (F19) Resolution No. 18-39 - Adopting the Final Capital Budget for FY19

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-39.

SUMMARY: The attached Resolution adopts the Final Capital Budget for FY19 (October 1, 2018 to September 30, 2019).

Project No.: Funding Account No.:

ATTACHMENTS:

1.	4.1 Resolution No. 18-39 Final Capital Budget FY19	4.1 Resolution No. 18-39 Final Capital Budget FY19.pdf
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Lisa Pallante
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 09/10/2018
Approved - 09/11/2018
Approved - 09/11/2018
Approved - 09/11/2018
Final Approval - 09/11/2018

RESOLUTION NO. 18-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL CAPITAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE AMOUNT OF \$9,818,722; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange approved the Capital Improvement Program for FY2019 – FY2024 by Resolution No. 18-22 on August 7, 2018; and

WHEREAS, the proposed program sets forth, in detail, information on revenues and expenditures, including debt service, and comparative figures for preceding fiscal years; and

WHEREAS, the City Council has made a study of the recommended program and has made amendments thereto as indicated in the budget; and

WHEREAS, a general summary of the proposed program has been advertised in a newspaper of general circulation in the City with notice to all citizens that the program is available for public inspection in the office of the City Clerk; and

WHEREAS, a public hearing on the proposed program was conducted by the City Council at 6:30 PM on August 7, 2018, in City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida; and

WHEREAS, a public hearing on the Capital Budget has been conducted by the City Council at 5:30 P.M. on September 5, 2018, and at 6:30 P.M. on September 19, 2018 in City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida; and

WHEREAS, the City Council hereby adopts a final capital budget for fiscal year

October 1, 2018 through September 30, 2019 as reflected herein.

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

Section 1. The following amounts are appropriated for various funds:

<u>Fund #</u>	<u>Description</u>	<u>Amount</u>
301	Capital Projects	\$ 1,587,665
311	Fire Impact Fee Fund	249,188
312	Transportation Impact Fee	145,000
317	General Capital Projects Fund	202,500
403	W & S Renewal & Replacement	2,505,000
405	W & S Impact Fee	1,612,000
416	Wetland Mitigation Credit	110,300
505	Lease and Replacement	2,677,000
611	Recreation Impact Fee Fund	730,069
	Total:	<u>\$ 9,818,722</u>

Section 2. The 2019 fiscal year (October 1, 2018 through September 30, 2019) capital budget for the City of Port Orange for the Capital Projects Fund, Fire Impact Fee Fund, Transportation Impact Fee Fund, General Capital Projects Fund, Water and Sewer Renewal and Replacement Fund, Water and Sewer Impact Fee Fund, Wetland Mitigation Credit Fund, Lease and Replacement Fund, and Recreation Impact Fee Fund, as submitted by the City Manager and as amended by the City Council to fund the amounts necessary for the successful operation of the City departments, is hereby finally adopted. An operating summary of the revenues and appropriations by fund is attached hereto as Composite Exhibit A.

Section 3. The budget finally adopted in the preceding section shall govern the expenditures for the City during the ensuing fiscal year effective October 1, 2018 through September 30, 2019.

Section 4. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 5. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the 19th day of September, 2018

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

COMPOSITE EXHIBIT A

Resolution Number: 18-39

FY 2018 Capital Projects Fund **#301**
PREPARED: 9/7/18
FINANCE: Nadia Todor

	ADOPTED BUDGET
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REVENUES:

Gasoline Tax	1 - 6 cent	725,098
Gasoline Tax	1 - 5 cent	578,234
Interest Revenue		7,000
Appropriated Equity		277,333
TOTAL REVENUES:		<u><u>1,587,665</u></u>

EXPENDITURES:

Public Works Expenditures	1,587,665
TOTAL EXPENDITURES:	<u><u>1,587,665</u></u>

COMPOSITE EXHIBIT A

Resolution Number: 18-39

FY 2018 Fire Impact Fee Fund **#311**
PREPARED: 9/7/18
FINANCE: Nadia Todor

	ADOPTED BUDGET
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REVENUES:

Interest Revenue	3,000
Fire Impact Fee	246,188

TOTAL REVENUES:	<u>249,188</u>
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EXPENDITURES:

Fire Services Expenditures	249,188
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TOTAL EXPENDITURES:	<u>249,188</u>
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COMPOSITE EXHIBIT A

Resolution Number: 18-39

FY 2018 Transportation Impact Fee Fund #312
PREPARED: 9/7/18
FINANCE: Nadia Todor

	ADOPTED BUDGET
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REVENUES:

Interest Revenue	5,000
Transportation Impact Fee	140,000

TOTAL REVENUES:	<u>145,000</u>
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EXPENDITURES:

Public Works Expenditures	145,000
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TOTAL EXPENDITURES:	<u>145,000</u>
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COMPOSITE EXHIBIT A

Resolution Number: 18-39

FY 2018 General Capital Projects Fund #317
PREPARED: 9/7/18
FINANCE: Nadia Todor

	ADOPTED BUDGET
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REVENUES:

Transfer from General Fund	200,000
Interest Revenue	2,500
TOTAL REVENUES:	<u>202,500</u>

EXPENDITURES:

Non-Departmental Expenditures	202,500
TOTAL EXPENDITURES:	<u>202,500</u>

COMPOSITE EXHIBIT A**Resolution Number: 18-39**

FY 2018 Water & Sewer Renewal & Replacement Fund **#403**
PREPARED: 9/7/18
FINANCE: Nadia Todor

	ADOPTED BUDGET
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REVENUES:

Transfer from Other Funds	2,500,000
Interest Revenue	5,000
TOTAL REVENUES:	<u>2,505,000</u>

EXPENDITURES:

Water & Sewer Expenditures	2,505,000
TOTAL EXPENDITURES:	<u>2,505,000</u>

COMPOSITE EXHIBIT A**Resolution Number: 18-39**

FY 2018 Water & Sewer Impact Fee Fund **#405**
PREPARED: 9/7/18
FINANCE: Nadia Todor

	ADOPTED BUDGET
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REVENUES:

Impact Fees	600,000
Interest Revenue	1,000
Appropriated Equity	1,011,000
TOTAL REVENUES:	<u><u>1,612,000</u></u>

EXPENDITURES:

Water & Sewer Expenditures	1,612,000
TOTAL EXPENDITURES:	<u><u>1,612,000</u></u>

COMPOSITE EXHIBIT A

Resolution Number: 18-39

FY 2018 Wetland Mitigation Credit Fund #416
PREPARED: 9/7/18
FINANCE: Nadia Todor

	ADOPTED BUDGET
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REVENUES:

Interest Revenue	5,000
Appropriated Equity	105,300

TOTAL REVENUES:	<u>110,300</u>
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EXPENDITURES:

Non-Departmental Expenditures	110,300
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TOTAL EXPENDITURES:	<u>110,300</u>
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COMPOSITE EXHIBIT A**Resolution Number: 18-39**

FY 2018 Lease and Replacement Fund **#505**
PREPARED: 9/7/18
FINANCE: Nadia Todor

	ADOPTED BUDGET
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REVENUES:

Interest Revenue	20,000
Transfer from Other Funds	2,631,101
Appropriated Equity	25,899
TOTAL REVENUES:	<u>2,677,000</u>

EXPENDITURES:

Non-Departmental Expenditures	2,677,000
TOTAL EXPENDITURES:	<u>2,677,000</u>

COMPOSITE EXHIBIT A

Resolution Number: 18-39

FY 2018 Recreation Impact Fee Fund #611
PREPARED: 9/7/18
FINANCE: Nadia Todor

	ADOPTED BUDGET
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REVENUES:

Recreation Impact Fees	1,174,500
Interest Revenue	2,000
Appropriated Equity	(446,431)

TOTAL REVENUES:	<u>730,069</u>
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EXPENDITURES:

Recreation Expenditures	730,069
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TOTAL EXPENDITURES:	<u>730,069</u>
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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: No

SUBJECT: (F20) Resolution No. 18-40 - Adopting the Final Millage Rate for FY19 for Town Center CRA Tax Increment District

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-40.

SUMMARY: The attached Resolution will establish the Final Millage rate of 4.6288 mills for the Town Center Tax Increment District for FY19 (October 1, 2018 to September 30, 2019).

Project No.: Funding Account No.:

ATTACHMENTS:

1.	2.1 Reso. No. 18-40 Final Millage Rate Town Ctr CRA Tax Increment District	2.1 Reso. No. 18-40 Final Millage Rate Town Ctr CRA Tax Increment District.pdf
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Lisa Pallante
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 09/10/2018
Approved - 09/11/2018
Approved - 09/11/2018
Approved - 09/11/2018
Final Approval - 09/11/2018

RESOLUTION NO. 18-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA;
ADOPTING THE FINAL PROPERTY TAX MILLAGE RATE
TO BE LEVIED FOR THE TOWN CENTER TAX
INCREMENT DISTRICT, FOR FISCAL YEAR 2019
(OCTOBER 1, 2018 TO SEPTEMBER 30, 2019); AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange, Florida, has determined the amount of revenue required to meet the Town Center Tax increment district operating and capital objectives for fiscal year 2019; and

WHEREAS, a substantial portion of this operating revenue is derived from ad valorem tax receipts; and

WHEREAS, a public hearing on the final millage rate has been conducted by City Council at 5:30 P.M. on September 5, 2018, and at 6:30 P.M. on September 19, 2018, in the City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida.

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

Section 1. The final millage rate for fiscal year 2019 for the Community Redevelopment Agency for Port Orange Town Center Tax Increment District of the City of Port Orange is hereby levied at 4.6288 mills per \$1,000.00 of valuation. This final millage rate is a 9.99% increase above the rolled-back rate, which is the percentage increase in property taxes adopted by the City Council for tax increment district operating and capital purposes.

Section 2. This resolution shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the 19th day of September 2018

Reviewed and Approved:

Margaret T. Roberts, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: No

SUBJECT: (F21) Resolution No. 18-41 - Adopting the Final Operating Budget for FY19 for Town Center CRA Tax Increment District

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-41.

SUMMARY: The attached Resolution will establish the Final Operating budget for the Town Center CRA Tax Increment District for FY19 (October 1, 2018 to September 30, 2019).

Project No.: Funding Account No.:

ATTACHMENTS:

1.	2.2 Resolution No. 18-41 Final Operating Town Ctr CRA Tax Increment District.doc	2.2 Resolution No. 18-41 Final Operating Town Ctr CRA Tax Increment District.doc.pdf
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Lisa Pallante
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 09/10/2018
Approved - 09/11/2018
Approved - 09/11/2018
Approved - 09/11/2018
Final Approval - 09/11/2018

RESOLUTION NO. 18-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL TOWN CENTER TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$476,503; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter, Section 3.08 of the City of Port Orange Code of Ordinances, as amended on October 9, 2001 states that the City Council shall by resolution adopt the annual budget, budget amendments and authorize appropriations; and

WHEREAS, the City adopts its budget pursuant to its Charter and Section 166.241, Florida Statutes; and

WHEREAS, the City Manager of the City of Port Orange has prepared the annual report and budget for the Town Center Tax increment district of the City of Port Orange for fiscal year 2019 (October 1, 2018 to September 30, 2019) and has submitted same to the City Council; and

WHEREAS, the proposed budget sets forth, in detail, information on revenues and expenditures, including debt service, and comparative figures for preceding fiscal years; and

WHEREAS, the City Council has made a study of the recommended budget and has made amendments thereto as indicated in the budget; and

WHEREAS, a general summary of the proposed budget has been posted on the City's website and is available for public inspection in the office of the City Clerk; and

WHEREAS, a public hearing on the proposed budget has been conducted by the City Council at 5:30 PM on September 5, 2018 and at 6:30 PM on September 19, 2018, in City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida.

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

Section 1. The following amounts are appropriated for various funds:

<u>Fund #</u>	<u>Description</u>	<u>Amount</u>
103	Tax Increment Town Center Fund	<u>476,503</u>
TOTAL		\$ <u>476,503</u>

A summary of the estimated revenues and appropriations for all funds is attached hereto as Composite Exhibit A.

Section 2. The 2019 fiscal year operating budget for the Community Redevelopment Agency for Port Orange Town Center Tax Increment District of the City of Port Orange, as submitted by the City Manager and as amended by the City Council to fund the amounts necessary for the successful operation of the district, is hereby finally adopted.

Section 3. The budget finally adopted in the preceding section shall govern the expenditures of the Town Center tax increment district of the City during the ensuing fiscal year effective October 1, 2018 through September 30, 2019.

Section 4. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 5. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed and adopted on the 19th day of September, 2018

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

COMPOSITE EXHIBIT A

Resolution Number: 18-41

FY 2018: TAX INCREMENT TOWN CENTER FUND (#103)

PREPARED: September 7, 2018

FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Advalorem Tax	61,880
Interest Revenue	1,000
Intergovernmental Revenue	88,623
Transfer from other Funds	<u>325,000</u>
TOTAL REVENUES:	<u><u>476,503</u></u>
<u>EXPENDITURES:</u>	
Town Center Tax Increment expenses	<u>476,503</u>
TOTAL EXPENDITURES:	<u><u>476,503</u></u>



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: No

SUBJECT: (F22) Resolution No. 18-42 - Adopting the Final Millage Rate for FY19 for Eastport CRA Tax Increment District

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-42.

SUMMARY: The attached Resolution will establish the Final Millage rate of 4.6288 mills for the Eastport Tax Increment District for FY19 (October 1, 21018 to September 30, 2019).

Project No.: Funding Account No.:

ATTACHMENTS:

1.	3.1 Reso. No. 18-42 Final Millage Rate Eastport CRA Tax Increment District	3.1 Reso. No. 18-42 Final Millage Rate Eastport CRA Tax Increment District.pdf
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Lisa Pallante
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 09/10/2018
Approved - 09/11/2018
Approved - 09/11/2018
Approved - 09/11/2018
Final Approval - 09/11/2018

RESOLUTION NO. 18-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA;
ADOPTING THE FINAL PROPERTY TAX MILLAGE RATE
TO BE LEVIED FOR THE EASTPORT TAX INCREMENT
DISTRICT, FOR FISCAL YEAR 2019 (OCTOBER 1, 2018
TO SEPTEMBER 30, 2019); AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange, Florida, has determined the amount of revenue required to meet the Eastport Tax increment district operating and capital objectives for fiscal year 2019; and

WHEREAS, a substantial portion of this operating revenue is derived from ad valorem tax receipts; and

WHEREAS, a public hearing on the final millage rate has been conducted by City Council at 5:30 P.M. on September 5, 2018, and at 6:30 P.M. on September 19, 2018, in the City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida.

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

Section 1. The final millage rate for fiscal year 2019 for the Community Redevelopment Agency for Eastport Business Center of the City of Port Orange is hereby levied at 4.6288 mills per \$1,000.00 of valuation. This final millage rate is a 9.99% increase above the rolled-back rate, which is the percentage increase in property taxes adopted by the City Council for tax increment district operating and capital purposes.

Section 2. This resolution shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the 19th day of September 2018

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: No

SUBJECT: (F23) Resolution No. 18-43 - Adopting the Final Operating Budget for FY19 Eastport CRA Tax Increment District

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-43.

SUMMARY: The attached Resolution will establish the Final Operating budget for the Eastport CRA Tax Increment District for FY19 (October 1, 2018 to September 30, 2019).

Project No.: Funding Account No.:

ATTACHMENTS:

1.	3.2 Resolution No. 18-43 Eastport Final Operating CRA Tax Increment District	3.2 Resolution No. 18-43 Eastport Final Operating CRA Tax Increment District.pdf
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Lisa Pallante
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 09/10/2018
Approved - 09/11/2018
Approved - 09/11/2018
Approved - 09/11/2018
Final Approval - 09/11/2018

RESOLUTION NO. 18-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA;
ADOPTING THE FINAL EASTPORT TAX INCREMENT
DISTRICT OPERATING BUDGET FOR FISCAL YEAR
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019;
SETTING FORTH ANTICIPATED SOURCES OF REVENUE
IN THE ESTIMATED AMOUNT OF \$207,733; SETTING
FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT;
PROVIDING FOR APPROPRIATION AND PROCEDURES;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter, Section 3.08 of the City of Port Orange Code of Ordinances, as amended on October 9, 2001 states that the City Council shall by resolution adopt the annual budget, budget amendments and authorize appropriations; and

WHEREAS, the City adopts its budget pursuant to its Charter and Section 166.241, Florida Statutes; and

WHEREAS, the City Manager of the City of Port Orange has prepared the annual report and budget for the Eastport Tax increment district of the City of Port Orange for fiscal year 2019 (October 1, 2018 to September 30, 2019) and has submitted same to the City Council; and

WHEREAS, the proposed budget sets forth, in detail, information on revenues and expenditures, including debt service, and comparative figures for preceding fiscal years; and

WHEREAS, the City Council has made a study of the recommended budget and has made amendments thereto as indicated in the budget; and

WHEREAS, a general summary of the proposed budget has been posted on the City's website and is available for public inspection in the office of the City Clerk; and

WHEREAS, a public hearing on the proposed budget has been conducted by the City Council at 5:30 PM on September 5, 2018 and at 6:30 PM on September 19, 2018, in City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida.

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

Section 1. The following amounts are appropriated for various funds:

<u>Fund #</u>	<u>Description</u>	<u>Amount</u>
102	Tax Increment Eastport Fund	<u>207,733</u>
TOTAL		\$ <u>207,733</u>

A summary of the estimated revenues and appropriations for all funds is attached hereto as Composite Exhibit A.

Section 2. The 2019 fiscal year operating budget for the Community Redevelopment Agency for Eastport Business Center tax increment district of the City of Port Orange, as submitted by the City Manager and as amended by the City Council to fund the amounts necessary for the successful operation of the district, is hereby finally adopted.

Section 3. The budget finally adopted in the preceding section shall govern the expenditures of the Eastport tax increment district of the City during the ensuing fiscal year effective October 1, 2018 through September 30, 2019.

Section 4. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 5. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed and adopted on the 19th day of September, 2018

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

COMPOSITE EXHIBIT A

Resolution Number: 18-43

FY 2018: TAX INCREMENT EASTPORT FUND (#102)
PREPARED: September 7, 2018
FINANCE: Finance Staff

	ADOPTED BUDGET
<u>REVENUES:</u>	
Advalorem Tax	84,423
Intergovernmental Revenue	120,910
Interest	2,400
Appropriated Fund Balance	-
TOTAL REVENUES:	207,733
<u>EXPENDITURES:</u>	
Eastport Tax Increment Expenses	207,733
TOTAL EXPENDITURES:	207,733



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: No

SUBJECT: (F24) Second Reading - Ordinance No. 2018-25 - Moratorium on Personal Wireless Communications Governed by Chapter 16, Section 9 of the Land Development Code

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-25.

SUMMARY: The requested moratorium will allow staff to review the existing City requirements for personal wireless communications as part of an on-going maintenance effort. The personal wireless communications regulations in the Land Development Code have not been comprehensively updated since 1997.

If modifications are needed to maintain reasonable and uniform regulations for personal wireless communications that protect the health, safety and general welfare of the residents of Port Orange, amendments to the Land Development Code will be prepared and brought before Council for review. During this moratorium, the Community Development Department will work with the City Attorney's office to develop and implement reasonable regulations that are legally enforceable.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2018-25 - Communications Towers Moratorium	Ordinance No. 2018-25 - Communications Towers Moratorium.pdf
2.	Staff Report	Staff Report Moratorium.pdf

Robin Fenwick

Created/Initiated - 09/10/2018

ORDINANCE NO. 2018-25

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING A MORATORIUM ON THE SUBMITTAL OF APPLICATIONS FOR SITE PLANS, SUBDIVISIONS, CONDITIONAL USES, SPECIAL EXCEPTION USES, AND CHANGE OF USE, AND ALSO THE ISSUANCE OF DEVELOPMENT ORDERS, BUILDING PERMITS, ZONING VERIFICATION LETTERS, SPECIAL EXCEPTIONS, CONDITIONAL USE, AND CHANGE OF USE ZONING APPROVALS FOR COMMUNICATION TOWERS, ALTERNATIVE SUPPORT STRUCTURES, ANTENNAS, AND OTHER COMMUNICATIONS FACILITIES USED IN SUPPORT THEREOF GOVERNED BY CHAPTER 16, SECTION 9 OF THE LAND DEVELOPMENT CODE; PROVIDING FOR THE DURATION OF THE MORATORIUM; PROVIDING FOR INTERPRETATION; PROVIDING DEFINITIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange regulates the use of land through its Comprehensive Plan and the Land Development Code; and

WHEREAS, the Land Development Code must be reviewed and amended periodically in order to maintain effective regulations; and

WHEREAS, the City Community Development Department believes that review of the City's regulations related to communication towers, alternative support structures, antennas, and other communications facilities used in support thereof within City of Port Orange is needed to ensure effectiveness; and

WHEREAS, said review and amendments are necessitated in part due to the newly established Advanced Wireless Infrastructure Deployment Act recently passed by the State Legislature and signed into law by the Governor; and

WHEREAS, the City Council hereby determines that the zoning and regulations under review are of such gravity that accepting applications for site plans, conditional uses, special exception uses, or change of use, or issuing development orders, building permits, zoning verification letters, special exception, conditional use, and change of use zoning approvals for communication towers, alternative support structures, antennas, and other communications facilities used in support thereof within the City of Port Orange would in all probability undermine the recommendations of the Community Development Department for revisions to zoning and regulations set forth in the Land Development Code and/or Code of Ordinances; and

WHEREAS, to protect, preserve, and effectuate the public safety and welfare, the City Council finds that a moratorium on the receipt of applications for and the issuance of any development orders, building permits, zoning verification letters, conditional uses, special exception uses, or change of use zoning approvals for communication towers, alternative support structures, antennas, and other communications facilities used in support thereof within the City of Port Orange is necessary for a limited duration and until regulations are codified in the Land Development Code and/or Code of Ordinances to address the concerns referenced above; and

WHEREAS, specific authority for this ordinance includes but is not limited to Article VIII, Section 2, Florida Constitution of 1968; Chapters 163 and 166, Florida Statutes; and Sections 163.3161, 163.3194, and 163.3201, Florida Statutes; and

WHEREAS, the Planning Commission, sitting as both the Local Planning Agency and the Planning Commission (hereinafter referred to as the "LPA"), has found this ordinance to be consistent with the Comprehensive Plan; and

WHEREAS, the LPA has determined that this ordinance is necessary to promote

the economic order of the community by encouraging the proper regulation of communication towers, alternative support structures, antennas, and other communications facilities used in support thereof within the City of Port Orange; and

WHEREAS, the LPA finds that additional reasons necessary for imposing the moratorium in this ordinance include:

1. Preservation of the status quo in the community to avoid a crisis being created by the impact on abutting properties, property values and community/neighborhood preservation;

2. Preservation of the status quo in the community pending a determination by the City to adopt local regulations relating to communication towers, alternative support structures, antennas, and other communications facilities used in support thereof within the City of Port Orange;

3. Avoiding the creation of vested rights or nonconforming or inconsistent uses as a result of amended permitting systems and regulations;

4. Control of community development during the time period of the review and amendment of local regulations; and

5. Allowing a time period for comprehensive planning to proceed, if applicable; and

WHEREAS, the LPA finds that based on the foregoing reasons for the moratorium established by this ordinance, the moratorium will promote the public health, welfare, safety, aesthetics, and economic order of the community and the region; and

WHEREAS, City Council has determined that a moratorium of three (3) months in duration is the minimum reasonable period of time needed to review this issue and determine what amendments or modifications are needed; and

WHEREAS, the City Council hereby adopts the findings of the LPA as its own.

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

Section 1. Purpose and Intent.

The foregoing "WHEREAS" clauses are hereby ratified and affirmed as being true and correct and are incorporated herein by reference.

Section 2. Definitions.

For the purposes of this Ordinance, the words and terms herein shall have the same meanings as respectively ascribed to them in Chapter 2 of the Land Development Code of the City of Port Orange, and the Advanced Wireless Infrastructure Deployment Act, unless the context requires otherwise.

Section 3. Moratorium Imposed.

a. The Land Development Code and Code of Ordinances are hereby amended by placing a moratorium on the submittal of applications for site plans, subdivisions, conditional uses, special exception uses, and change of use, and also the issuance of development orders, building permits, zoning verification letters, special exceptions, conditional use, and change of use zoning approvals related to communication towers, alternative support structures, antennas, and other communications facilities used in support thereof within the City of Port Orange. This moratorium will give the City sufficient time to review and amend the regulations set forth in Chapter 16, Section 9 of the Land Development Code. This moratorium shall not apply to applications and approval processed under the Port Orange Communications Rights-of-Way Ordinance. For purposes herein, the term, "development order," shall have the same meaning as that set forth in Section 163.3164, Florida Statutes.

b. Applications for issuance of development orders, building permits, zoning

verification letters, special exception, conditional use, and change of use zoning approvals for communication towers, alternative support structures, antennas, and other communications facilities used in support thereof located on private property within the City of Port Orange shall be considered pursuant to the following requirements:

- (1) Applications received prior to the effective date of this ordinance may be received and reviewed. However, no permits or approvals shall be issued in violation of the moratorium on the issuance of development orders, building permits, zoning verification letters, special exception, conditional use, or change of use zoning approvals for communication towers, alternative support structures, antennas, and other communications facilities used in support thereof within the City of Port Orange. Staff is hereby authorized to deny or reject any such applications for such approvals or permits if a response is required by governing law. If amendments to the Comprehensive Plan or the Land Development Code are adopted by the City Council on or before the expiration of the moratorium that revise the substantive or procedural legal requirements regarding the construction of communication towers, alternative support structures, antennas, and other communications facilities used in support thereof within the City of Port Orange, any application not approved prior to the date of this ordinance, but before the expiration of the moratorium, shall be required to comply with the new substantive and/or procedural legal requirements.

c. The moratorium imposed by this ordinance shall expire within three (3) months of the adoption of this Ordinance by the City Council, or the adoption of an ordinance amending the Comprehensive Plan or the Land Development Code regarding the zoning of or otherwise regulating construction of communication towers, alternative

support structures, antennas, and other communications facilities used in support thereof within the City of Port Orange, whichever event shall first occur. This moratorium may be extended for additional thirty (30) day periods by resolution of City Council, as needed. The moratorium shall be deemed to be in effect, relating back to the date that City Council adopted Resolution No. 18-24 announcing its intent to adopt a moratorium, over all of the geographic area of the City now existing or which may be hereafter annexed during the pendency of the moratorium which comprises private property within the City of Port Orange. This ordinance shall be deemed to be pending on applications for development orders, building permits, zoning verification letters, special exception, conditional use, and change of use zoning approvals, for communication towers, alternative support structures, antennas, and other communications facilities used in support thereof within the City of Port Orange, within the meaning of the term "pending ordinance" as that term is used in Smith v. City of Clearwater, 403 So.2d 407 (Fla. 1981).

d. During the pendency of this moratorium the City Manager and the Community Development Director shall proceed in good faith to undertake a planning study to determine appropriate amendments to zoning and development related ordinances.

e. The Community Development Director shall make interpretations of this ordinance.

f. To fulfill the City's obligations to continue uninterrupted provision of public works, fire safety, law enforcement, emergency management, emergency medical services, and municipal water, wastewater, gas, and electric utility operation, it is clarified that this moratorium will not apply to the construction, installation, maintenance and

replacement of facilities on government-owned property that are strictly for governmental purposes. Furthermore, this moratorium shall not apply to property owned by the City of Port Orange.

Section 4. Conflicting Ordinances.

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

Section 5. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 6. Codification.

It is the intention of the City Council for the City of Port Orange, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section", "article" or other appropriate designation.

Section 7. Effective Date.

This ordinance 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

Passed and adopted on second and final reading on the day of

Reviewed and Approved:

Matthew J. Jones, Deputy City Attorney



**STAFF REPORT
MORATORIUM – PERSONAL WIRELESS COMMUNICATIONS
GOVERNED BY CHAPTER 16, SECTION 9 OF THE LAND
DEVELOPMENT CODE
CASE NO. 18-25000006**

Request:	To establish a 3-month moratorium on the submittal of site plans, subdivisions, conditional use, special exception, and change of use applications and the issuance of development orders, building permits, zoning verification letters for personal wireless communications governed by Chapter 16, Section 9 of the Land Development Code.
Applicant:	City of Port Orange
Staff Recommendation:	Approval
Staff Contact:	Tim Burman, Community Development Director (386) 506-5675
Planning Commission:	Recommended Approval (August 23, 2018)
City Council:	September 4, 2018

DISCUSSION:

The requested moratorium will allow staff to review the existing City requirements for personal wireless communications governed by Chapter 16, Section 9 of the Land Development Code (LDC) as part of an on-going maintenance effort. The personal wireless communications regulations in the LDC have not been comprehensively updated since 1997. The moratorium will allow City staff to review the existing City requirements for personal wireless communications as part of an on-going maintenance effort. If modifications are needed to maintain reasonable and uniform regulations for personal wireless communications that protect the health, safety and general welfare of the residents of Port Orange, amendments to the Land Development Code will be prepared and brought before Council for review. During this moratorium, the Community Development Department will work with the City Attorney's office to develop and implement reasonable regulations that are legally enforceable.

RECOMMENDATION:

Approval of a 3-month moratorium on the submittal of site plans, subdivisions, conditional use, special exception, and change of use applications and the issuance of development orders, building permits, zoning verification letters for personal wireless communications governed by Chapter 16, Section 9 of the Land Development Code as part of an on-going maintenance effort to update the Land Development Code.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: No

SUBJECT: (F25) Second Reading - Ordinance No. 2018-27 - Shopping Carts

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-27.

SUMMARY: City Ordinance to address shopping carts being removed from owner's property and responsibilities of the owners to make efforts to prevent persons from removing shopping carts from owner property. The ordinance will also address the owner's responsibility to retrieve carts in a timely manner when notified of carts off property. The ordinance will help to reduce unsightly shopping carts on the sides of roads or any other location which is not considered cart owner property and to maintain a high quality of life in our City.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2018-27 - Shopping Carts (Revised)	Shopping Cart Ord. 2018-27 - Revised per CC.pdf
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Robin Fenwick

Created/Initiated - 08/31/2018

ORDINANCE NO. 2018-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 18, TO ESTABLISH A NEW ARTICLE XIV ADOPTING SHOPPING CART REGULATIONS RELATED TO SIGNAGE, ON-SITE RETENTION MEASURES AND RETRIEVAL PLANS; PROVIDING PROCEDURES FOR SHOPPING CARTS FOUND ON PUBLIC PROPERTY; PROVIDING FOR PENALTIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that shopping cart theft and abandoned shopping carts have become a growing problem within the City; and

WHEREAS, City Council finds it necessary to impose reasonable regulations for the retailers to implement and encourage shopping cart retention within the boundaries of their properties; and

WHEREAS, the City has taken reasonable steps to notify local retailers of the proposed regulations and provide an opportunity for those retailers to provide comments; and

WHEREAS, these reasonable place and manner restrictions regarding abandoned shopping carts, serve to ensure the safety and general welfare of its citizens; and

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

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

SECTION 1. The City Council hereby amends Chapter 18, to establish a new Article XIV in the Code of Ordinances, City of Port Orange, Florida, to read as follows:

ARTICLE XIV. – SHOPPING CARTS

Sec. 18-302. - Signage.

(a) Shopping cart identification sign required for retail establishments. Every retail sales establishment which utilizes shopping carts, as defined by Section 506.502(10), Florida Statutes, in the operation of its business, shall affix an identification sign on the shopping carts providing the name and store number of the owner.

(b) Signs. Every owner of a retail sales establishment which utilizes shopping carts, or owner of a shopping center in which one (1) or more of the retail sales establishments utilizes shopping carts, as defined by Section 506.502(10) Florida Statutes, in the operation of its business shall post signs, no less than eighteen (18) inches by thirty-six (36) inches, in conspicuous locations at the entrance(s) and exit(s) of its building and parking area(s) which shall be clearly legible in English, and which shall provide, in substantial form, the following:

WARNING

Any person who removes a shopping cart from the premises of the owner, or is in the possession of any shopping cart, shall be presumed to be in possession of stolen property and is guilty of a misdemeanor of the first degree, punishable by a term of imprisonment of up to one (1) year as provided by Sections 506.509 and 506.513 of the Florida Statutes.

(c) Signage Exemptions. Any establishment that meets the criteria set forth below may request an exemption from subsection (a) and (b) above. Such establishment desiring an exemption, shall file a written petition for exemption and enclose an appropriate application fee to be determined by the city manager. A petition for an exemption from the requirements of subsection (a) and (b) may be granted by the city manager to any establishment which:

(1) Utilizes twenty (20) or fewer carts; and

- (2) Constructs barriers to prevent the removal of shopping carts from the interior of the retail store, while permitting full wheelchair ingress and egress by disabled persons; or
- (3) Attaches alarm mechanisms or other security devices to shopping carts to prevent their removal from the property of the retail sales establishment or shopping center.
- (d) *Legal Nonconforming Businesses.* Any business that is nonconforming as to these signage requirements upon adoption of this section shall comply within six (6) months unless granted an exemption or otherwise provided for by law.

Sec. 18-303. - On-Site retention.

- (a) All business establishments utilizing shopping carts or similar devices, as defined by Section 506.502(10), Florida Statutes, and having more than twenty (20) shopping carts on-site shall install and maintain a system to retain all shopping carts within the real property boundaries of the business location. The business shall provide signage in a conspicuous location notifying shopping cart users of a retention system in place and how said system operates. The location, type of device and other pertinent information deemed necessary by the city manager must be shown on the approved site plan for the business or lot the business is located on.
- (b) Permitted methods of retention shall include any one of the following methods:
 - (1) A physical barrier, such as bollards, restricting shopping carts to the front sidewalk or portion of the business.
 - (2) Shopping carts equipped with a protruding arm or similar device prohibiting the cart from being removed from the interior of the business.
 - (3) A system, which may be mechanical in nature, requiring a deposit to use a shopping cart; deposit should be of a reasonable amount that would not deter the use of the cart, but would encourage the return of the cart.
 - (4) Shopping carts equipped with a wheel locking mechanism that is used in conjunction with an electronic barrier along the perimeter of the area shopping carts are allowed. The wheel locking mechanism will activate when the shopping cart crosses the electronic barrier.
- (c) *Legal Nonconforming Businesses.* Any business that is nonconforming as to on-site shopping cart retention upon adoption of this section shall comply within six (6) months unless otherwise provided for by law.

Sec. 18-304 - Retrieval plan.

- (a) All business establishments utilizing shopping carts or similar devices, as defined by Section 506.502(10), Florida Statutes, and having more than twenty (20) shopping

carts on-site shall develop a retrieval plan which shall include an effective and specific method of retrieving the retail establishment's shopping carts found throughout the city.

(b) *Plan submission, amendment and review.*

- (1) The city shall determine whether a retail establishment's plan for retrieving its shopping carts submitted pursuant to this section is reasonably calculated to result in the prompt removal of the retail establishment's shopping carts found throughout the city on property other than that of the retail establishment furnishing the shopping carts to patrons.
- (2) Based on the above-referenced criteria, the city shall approve, reject or require modification of a plan, within sixty (60) days of when the plan is submitted.
- (3) If a plan is approved, the proposed measures shall be implemented no later than thirty (30) days after approval.
- (4) If a plan is rejected or modification is required by the city, the retail establishment shall modify the plan and resubmit it to the city no later than thirty (30) days after the date of its rejection.
- (5) Following the approval of a plan, a retail establishment may file a written request with the city to amend its plan. The proposed amended plan is subject to the same criteria and review process as an original plan.
- (6) If a retail establishment's original or amended plan is approved by the city, and subsequently, the city manager determines that the retail establishment's plan for retrieving its shopping carts found throughout the city is ineffective, the city manager may schedule a hearing before the city council for the purpose of modifying the retail establishment's plan. The city manager shall provide the retail establishment with at least ten (10) days' written notice of such hearing, along with the city manager's recommendation. After consideration of the matter and after permitting the retail establishment to be heard, the city council may require modification of the plan or approve it as written.

(c) *Legal Nonconforming Businesses.* Any business that is nonconforming as to an approved retrieval plan as of the adoption of this section shall comply within six (6) months unless otherwise provided for by law.

Sec. 18-305. - Procedure for handling shopping carts found on public property.

- (a) Employees and officers of the city shall be deemed agents of the city and any identifiable shopping carts found by them on public property during the course of their official duties shall be reported to the city's code enforcement division. City staff shall collect the shopping carts and place them in storage.
- (b) The city shall provide reasonable notice to the owner of the shopping cart, as designated on the shopping cart's identification sign and/or approved retrieval plan, to retrieve the same.
- (c) The owner of the shopping cart shall have ten (10) days from receipt of the notice to retrieve the same.

- (d) If the shopping cart is not claimed by the owner within the time specified in this section, the title to such property shall vest in the city and the same shall be disposed of at the sole discretion of the city.
- (e) All unidentifiable shopping carts found on public property shall be considered lost or abandoned and shall be handled in accordance with Section 705, Florida Statutes, as amended from time to time.

Section 18-306. - Enforcement.

- (a) The code compliance inspectors shall be authorized to enforce this article in accordance with chapter 2, article V of this Code.
- (b) The police department through its law enforcement officers shall be authorized to enforce this article in accordance with section 1-8 of this Code.
- (c) In addition to any other enforcement mechanism, whether civil or criminal, the city shall, at its discretion, have the right to seek the aid of the courts of this state with respect to the enforcement hereof and the violation of this article or any lawful order of the city council, code enforcement board, special master or building official, which rights shall include the right to seek injunctive relief against such persons as may be determined by the city to be in violations of the terms and provisions of this article.

Section 18-307. - Violation and Penalty.

It shall be a violation of this article for any business establishment to fail to comply with the requirements set forth herein. Any person, firm, or corporation violating any of the provisions set forth in this article shall be subject to the penalties provided in section 1-8 of this Code and as may be imposed by the code enforcement board or special master in accordance with section 2-214 of this Code. Each day that any violation of the terms, conditions, regulations, limitations or provisions of this article shall continue to exist shall constitute a separate and distinct offense, punishable as herein provided. Any continuing violations of the terms, conditions, regulations, limitations or provisions of this article may be enjoined and restrained by an injunctive order of the circuit court in appropriate proceedings instituted for such purposes.

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. 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 this Ordinance.

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 the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the ____ day of _____ 2018

Passed and adopted on second and final reading on the ____ day of _____, 2018.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: No

SUBJECT: (F26) Second Reading - Ordinance No. 2018-28 - RV Parking Code Amendment

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-28.

SUMMARY: This ordinance amends the code to clarify the regulation related to parking an RV alongside a residence. There has been some discrepancy about whether the roof overhang should be included in the measurement. This amendment makes it clear that roof overhang is included in the calculation.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2018-28 - RV Parking Amendment	Ordinance No. 2018-28 - RV Parking Amendment.pdf
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Robin Fenwick

Created/Initiated - 08/31/2018

ORDINANCE NO. 2018-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 70-48 OF THE CODE OF ORDINANCES RELATING TO PARKING OF RECREATIONAL VEHICLES AND EQUIPMENT IN RESIDENTIAL AREAS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the City Council's intent to preserve the integrity and quiet enjoyment in residential neighborhoods within the City of Port Orange; and

WHEREAS, an amendment to the Code is necessary to clarify the intent of the recreational vehicle parking regulations; 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; and

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

SECTION 1. Chapter 70, Article II, Section 70-48 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended, in part, to read as follows:

Sec. 70-48. - Parking of recreational vehicles and equipment on residential premises.

- (a) For the purpose of this section, "recreational vehicle or equipment" means any vehicle, motorized equipment or equipment customarily towed behind a motor vehicle, which is designed, intended, or used for recreational purposes, including but not limited to, boats, boat trailers, travel trailers, truck campers or motor homes and camping trailers as defined in F.S. § 320.01(1)(b). "Recreational vehicle or equipment" shall not include a private motorcoach as defined in F.S. § 320.01(1)(b)5.
- (b) For the purpose of this section, "front plane of a dwelling unit" means the plane of the longest front facade parallel or nearly parallel to the front lot line, and shall include the roof overhang of said longest front facade.
- (c) No recreational vehicle or equipment greater than 24 feet in length shall be parked or stored on any residential lot or the right-of-way adjoining the residential lot except for the following:
 - (1) In an enclosed building or a completely enclosed garage.
 - (2) Behind the front plane of a dwelling unit.
 - (3) Anywhere on residential premises for a period not to exceed 72 hours in any continuous 30-day period for the purpose of maintenance, loading or unloading.

The recreational vehicle or equipment shall be measured along the centerline from the front to the rear of the vehicle or equipment and shall include all appurtenances, accessories and attachments, including but not limited to the trailer tongue, inboard and/or outboard engine, and engine trailer assembly.

- (d) When a recreational vehicle or equipment is stored or when parked for maintenance, loading and unloading, the recreational vehicle engine or associated equipment engine shall not be operated between the hours of 9:00 p.m. and 7:00 a.m. Subsection (c)(3) shall not be construed to prohibit the arrival and departure of recreational vehicles to and from the driveway of the residence.
- (e) No recreational vehicle or equipment shall be used for living, sleeping or housekeeping purposes when parked or stored on a residential lot or in any location not approved for such use.
- (f) No recreational vehicles and equipment shall be parked on the right-of-way adjoining the residential premises.

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.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: No

SUBJECT: (F27) First Reading - Ordinance No. 2018-29 - Adoption of 18-3 Comprehensive Plan Amendments/Colony in the Wood (Case No. 18-20000005)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to adopt Ordinance No. 2018-29, amending the Comprehensive Plan Future Land Use (FLU) Map to change the FLU designation for +/- 24.7 acres from *Office/Residential Transition* to *Urban Medium Density Residential* (4-8 units/acre).

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. 18-20, at a public hearing held on July 17, 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).

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.	Ord. No. 2018-29	ORD No 2018-29.pdf
2.	Exhibit A to Ord. No. 2018-29	18-3 CPA_ORD_map exhibit_ColonyintheWood.pdf
3.	Staff Report	CC_Colony in the Wood_18-3 CPA_staff report.pdf

Penelope Cruz	Created/Initiated - 08/22/2018
Tim Burman	Approved - 08/29/2018
Shannon Balmer	Approved - 09/10/2018
Jake Johansson	Approved - 09/10/2018
Robin Fenwick	Final Approval - 09/10/2018

ORDINANCE NO. 2018-29

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
±24.7 ACRES FROM OFFICE/RESIDENTIAL TRANSITION
TO URBAN MEDIUM DENSITY RESIDENTIAL (4-8
UNITS/ACRE) FOR PROPERTY GENERALLY LOCATED IN
THE FRONT PORTION OF THE COLONY IN THE WOOD
MOBILE HOME PARK AT 4000 S. CLYDE MORRIS
BOULEVARD; PROVIDING FOR CONFLICTING
ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the 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, 2018-20, and this ordinance.

Section 2. The City Council hereby adopts and amends the Comprehensive Plan City of Port Orange 2010-2025, Future Land Use Map, 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 amend may be issued or commence 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 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

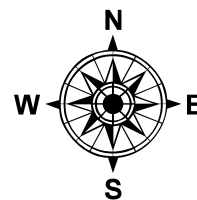
Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

The map displays a residential neighborhood with a grid-like street pattern. A large orange rectangular area is highlighted, and a callout box points to it with the text "Subject Property". The map includes various streets such as Bay Grove Dr, Long Grove Ln, Cherry Grove Ct, Sunset Cove Dr, Spruce in the Wood, Holly in the Wood, Cedar in the Wood, Bay in the Wood, Laurel in the Wood, Palm in the Wood, Willow in the Wood, Oak in the Wood, Pine in the Wood, Hickory in the Wood, Secret River Trl, Hidden Lakes Dr, Golden Apples Trl, South Moon Trl, Hidden Lake Dr, Secret River Trl, Sojourner Trl, Canterbury Ln, Kings Way, Downing Dr, Hanover Ct, Windsor Dr, Prince Edward, Kings, Tudor Way, Leinster Cir, Berkley Cir, Stuart Cir, Hamton Cir, Woodfield Dr, Ravenwood Dr, Woodview Dr, Woodlake Dr, Bruner Rd, and Clyde Morris Blvd. The map also shows a large orange rectangular area and a callout box pointing to it with the text "Subject Property".

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- The logo of the City of Port Orange, Florida, is a circular emblem. It features a green tree with white birds flying above it, set against a background of blue and white wavy lines representing water. The year "1867" is inscribed in white at the base of the tree. The words "CITY OF PORT ORANGE" are written in a yellow arc at the top, and "FLORIDA" is written in a yellow arc at the bottom.

DEPARTMENT OF COMMUNITY DEVELOPMENT





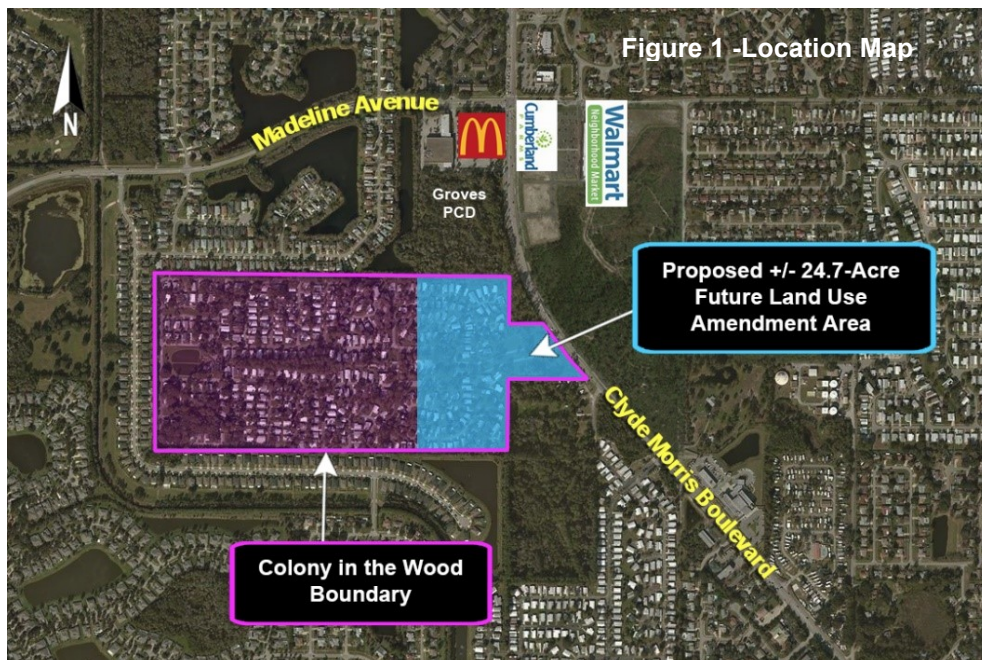
STAFF REPORT

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 additional 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 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 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.*

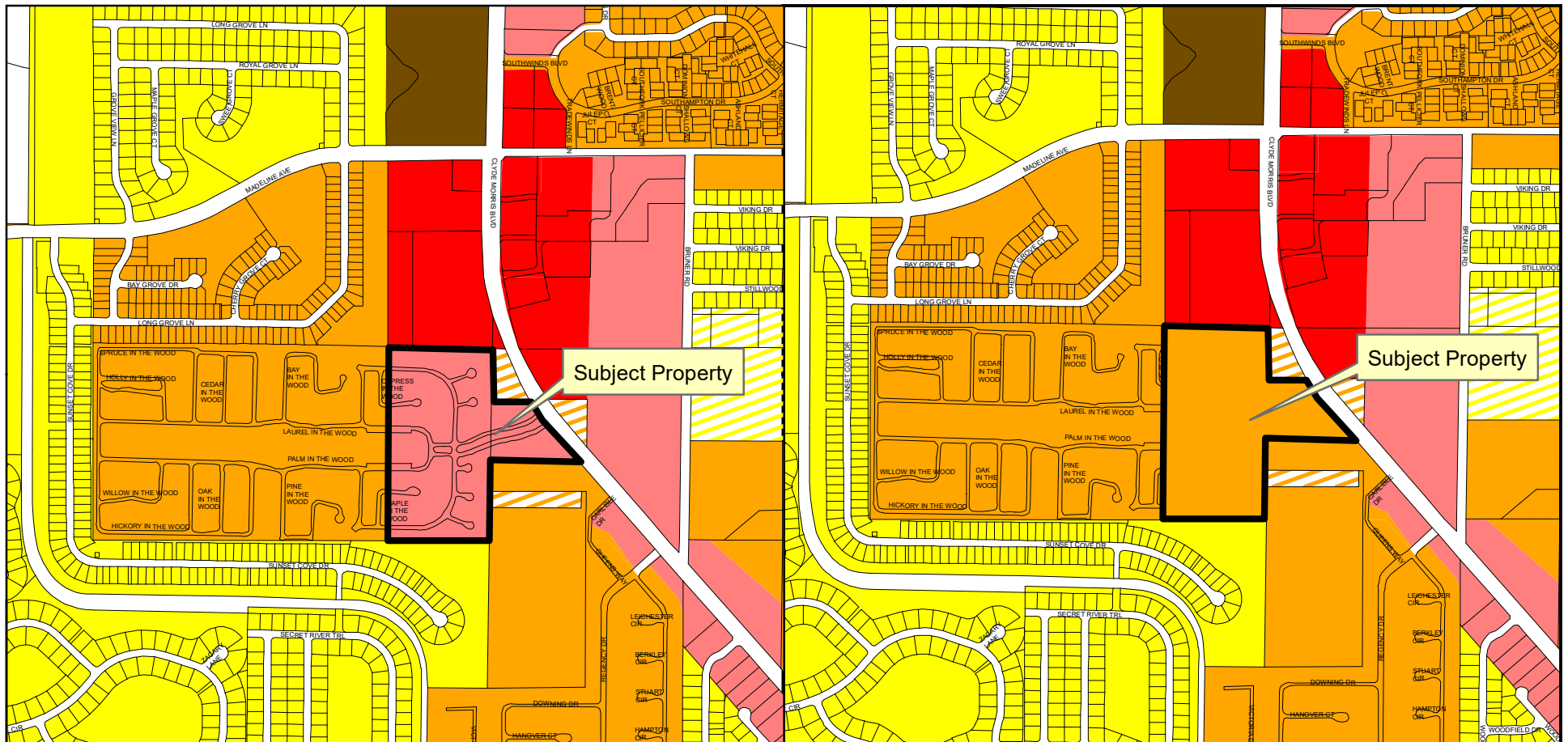
Staff finding: The proposed amendment will not encourage sprawl. The amendment area is part of an existing development, with access to existing infrastructure.

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

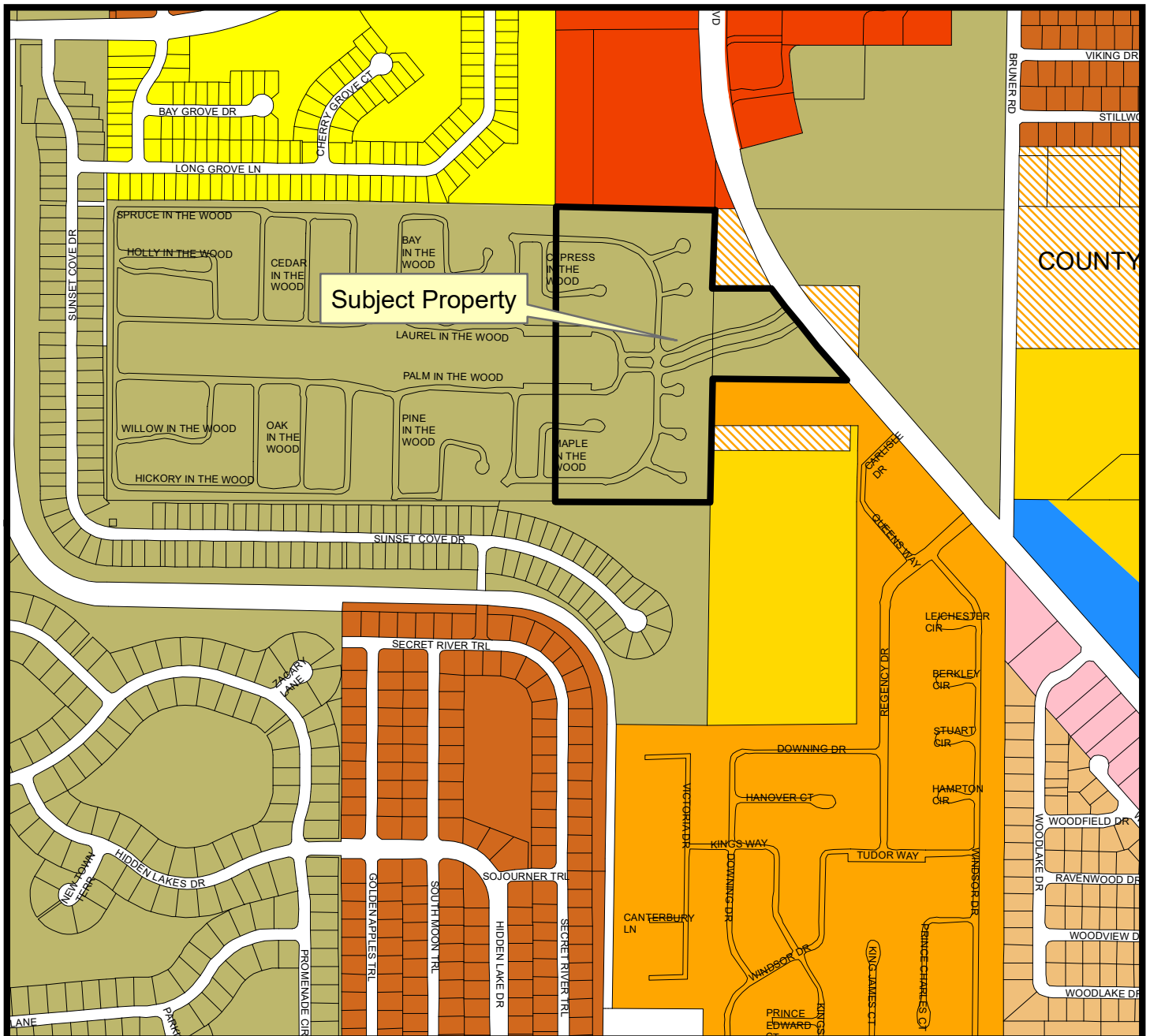
- Commercial
- Volusia County Urban Low Indensity
- Volusia County Urban Medium Indensity



Exhibit 1 - Future Land Use Map

DEPARTMENT OF COMMUNITY DEVELOPMENT





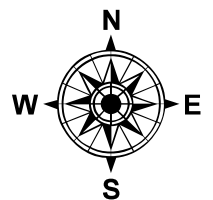
- | | |
|--|--|
|  GPU Government/Public Use |  RMH Residential Mobile Home |
|  R-10SF Single Family Residential |  PUD Planned Unit Development |
|  R-8SF Single Family Residential |  PCD Planned Commercial Development |
|  R-2D Two Family Residential |  PO Professional Office |
|  R-3L Multi-Family 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 09/19/2018

Consent item: No

SUBJECT: (F28) Approval of Subdivision Variances/4068 Carlisle Drive, Case No. 18-90000004

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Variances from LDC Chapter 5, Section 4(a)(1)(c); Chapter 5, Section 4(a)(3)(c); and Chapter 5, Section 4(a)(2).

SUMMARY: Planning Commission Action (08/23/18): Recommended Approval

The subject property is +/- 18.2 acres and is located on the west side of Clyde Morris Boulevard, north of Pickwick Village Mobile Home Park. In May 2018, a Development Order was issued for the site plan to develop Bella Oaks as a 138-unit townhome condominium project and construction began in July 2018.

After the site plan was approved and construction began in Summer 2018, the developer inquired about changing the site plan with condominium townhome units to a residential subdivision with individual townhome lots. The developer's intent was to maintain the same layout as the approved site plan including the amenities such a walking trail with benches around the stormwater pond, 30' perimeter landscape buffer, gazebo, common area parks/picnic areas, visitor parking spaces, and aesthetic improvements at the intersection of Carlisle Drive and Clyde Morris Boulevard, while increasing the ownership opportunity by creating fee simple lots. The applicant has stated that there would be no visible difference in the project if developed as a subdivision as opposed to a site plan, except for the subdivided lot lines.

The subject variances requested are because there are specific development requirements in the LDC that only apply to the subdivision of land which did not apply when the project was reviewed as a site plan.

1. Allow one point of access for a subdivision:

The LDC requires two points of access for a subdivision with 25 or more lots. The proposed subdivision has a single roadway to access the development designed as a split road with two 24-foot wide travel lanes to maintain access into the development in the event one side becomes inaccessible.

2. Reduce the minimum right-of-way width from 50 feet to 28 feet:

The LDC requires private or public roads within a residential subdivision to be developed with a 50-foot wide right-of-way that includes 24-foot paved street, parkage, 4-foot sidewalk on both sides, and utilities. The applicant is requesting to plat a private

28-foot wide right-of-way consisting of a 2-lane road and a 4-foot sidewalk on one side. The concept plan for the subdivision includes 20 feet of pavement with a 2-foot curb on either side which is the same width as required for a 50-foot-wide right-of-way. The difference is that the proposed 28-foot-wide right-of-way does not include the typical parkage area on both sides of the street and a 4-foot sidewalk on one side of the street.

3. Provide a 4-foot sidewalk on only one side of the right-of-way:

The LDC requires minimum 4-foot wide concrete sidewalks be constructed along both sides of all streets within a subdivision. The applicant's is proposing a 4-foot sidewalk on one side of the street that connects to sidewalks to be built along Carlisle Drive and Clyde Morris Boulevard.

The staff report is attached for more detail.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	CC_Staff Report Bella Oaks Subdivision Variances.pdf
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Penelope Cruz	Created/Initiated - 08/29/2018
Tim Burman	Approved - 08/29/2018
Shannon Balmer	Approved - 09/06/2018
Jake Johansson	Approved - 09/10/2018
Robin Fenwick	Final Approval - 09/10/2018



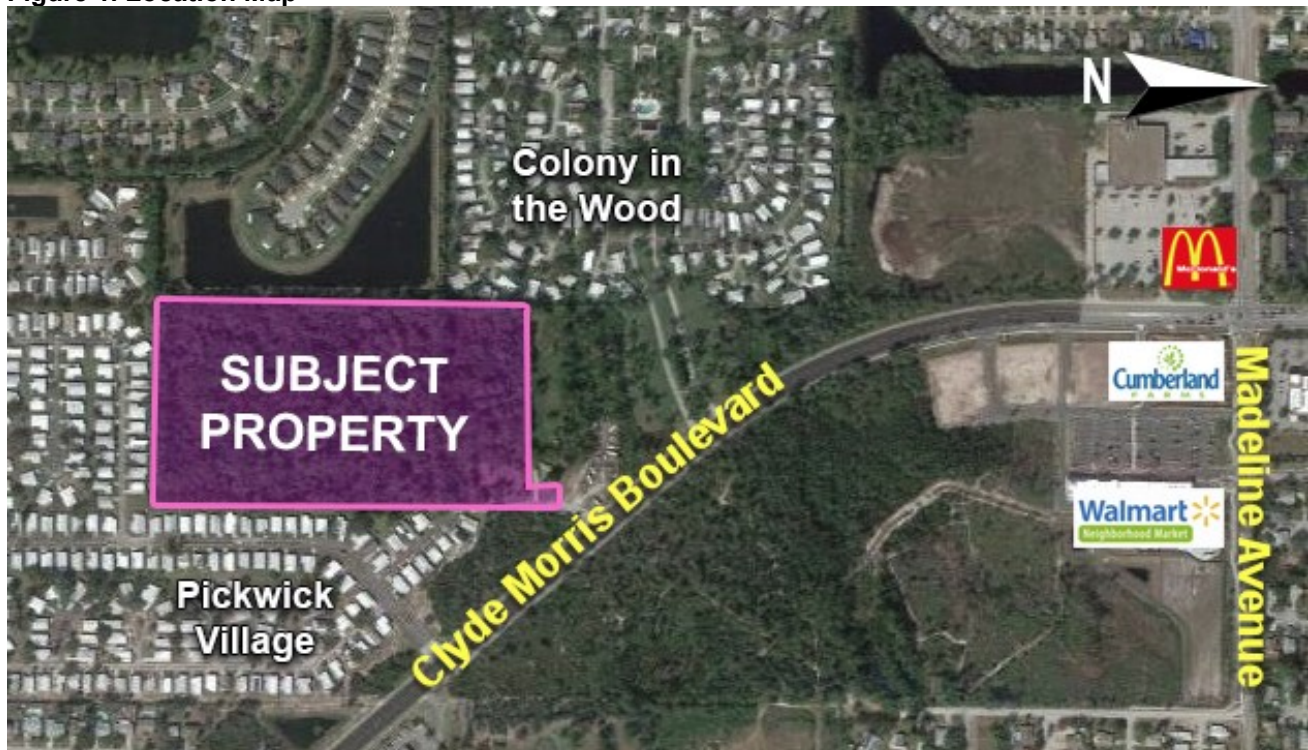
STAFF REPORT
VARIANCES FROM LDC CHAPTER 5, SECTION 4(a)(1)(c);
CHAPTER 5, SECTION 4(a)(3)(c); and CHAPTER 5, SECTION
4(a)(2) (CASE NO. 18-90000004)

REQUEST:	Variances from the LDC to: 1) allow only one point of access for a subdivision, 2) reduce the minimum right-of-way width to 28' for a private roadway, and 3) provide a 4'-wide sidewalk on only one side of the right-of-way.
LOCATION:	4068 Carlisle Dr. (Figure 1 – Location Map)
PROPERTY OWNER:	Gatlin Two, LLC
APPLICANT:	Glenn Storch
STAFF CONTACT:	Gwen Perney, Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval of Variance 1 and Denial of Variances 2 and 3
PLANNING COMMISSION:	Recommended Approval (August 23, 2018)
CITY COUNCIL:	September 19, 2018

BACKGROUND:

The subject property is +/- 18.2 acres and is located on the west side of Clyde Morris Boulevard, north of Pickwick Village Mobile Home Park. According to the applicant, the proposed development for the property is to subdivide the property into 138 townhome lots, along with tracts of land for common area, private roads, stormwater retention, and tree conservation. If the variance requests are approved, the applicant intends to submit a subdivision plat and plans application to subdivide the property.

Figure 1. Location Map



In late 2017, a site plan was submitted for the subject property to develop a multi-family project that consisted of 138-townhome units that would be sold as condominium units where the purchaser would only own the townhome unit and not the ground around the unit. In May 2018, a Development Order was issued for the site plan to develop Bella Oaks as a condominium townhome project and construction began in July 2018.

The site plan for the Bella Oaks condominium townhome project was reviewed and approved based on requirements in the Land Development Code (LDC) including setbacks, open space, building coverage, access, architecture, parking, stormwater retention, landscaping, and utilities. The site plan also includes common facilities such as visitor parking, mail kiosks, garbage collection areas, picnic areas, and gazebos to be maintained by the Homeowners Association (HOA).

After the site plan was approved and construction began in Summer 2018, the developer inquired about changing the site plan with condominium townhome units to a residential subdivision with individual townhome lots. According to the applicant, by subdividing the property into individual townhome lots, purchasers would own the townhome unit along with the property directly in front of and behind their townhome. The developer is proposing to subdivide the property into 138-townhome lots and maintain the same layout as the approved site plan. According to the applicant, subdividing the property will allow amenities such a walking trail with benches around the stormwater pond, 30' perimeter landscape buffer, gazebo, common area parks/picnic areas, visitor parking spaces, and aesthetic improvements at the intersection of Carlisle Drive and Clyde Morris Boulevard. The applicant states that there would be no visible difference in the project if developed as a subdivision as opposed to a site plan, except for the subdivided lot lines.

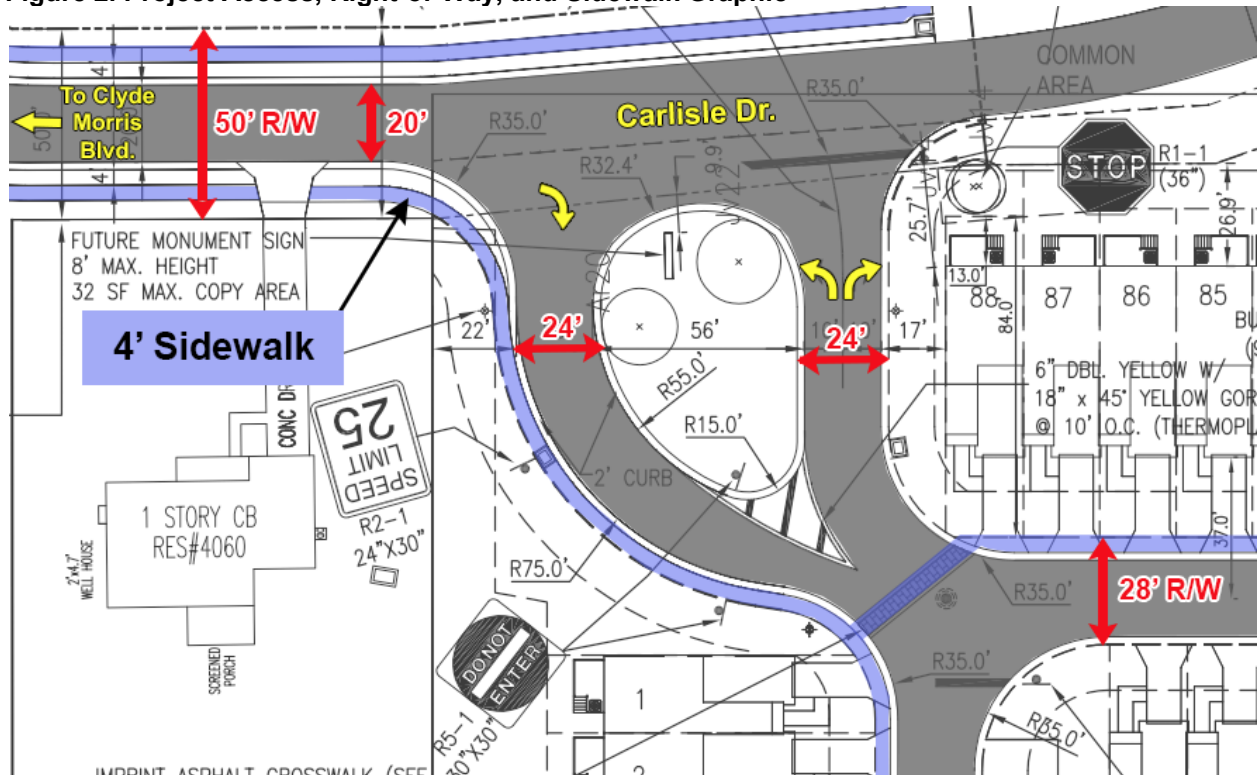
However, there are specific development requirements in the LDC that only apply to the subdivision of land which did not apply when the project was reviewed as a site plan. The developer's site plan complies with the LDC but not with all the subdivision requirements; this is the reason the variances are required to subdivide the property into townhome lots. According to the applicant, if the variances are not approved, the project will continue as a condominium townhome development site plan. The property is zoned Low Density Multifamily Residential (R-3L), and the current zoning permits the development of a condominium townhome development (site plan) or individual townhome lots (subdivision).

Based on the proposed subdivision plan submitted by the applicant, the following subdivision variances are required:

1. Allow one point of access for a subdivision [Chapter 5, Section 4(a)(1)(c), LDC];
2. Reduce the minimum right-of-way width from 50 feet to 28 feet [Chapter 5, Section 4(a)(2), LDC]; and
3. Construct a 4-foot wide sidewalk on one side of the right-of-way [Chapter 5, Section 4(a)(3)(c), LDC].

DISCUSSION OF VARIANCES:**1. Allow one point of access for a subdivision:**

The LDC requires two points of access for a subdivision with 25 or more lots. The intent of this code requirement is to provide at least two routes of travel for a subdivision to alleviate traffic congestion and ensure multiple routes during emergencies. The proposed subdivision has a single roadway to access the development. The road into the subdivision off Carlisle Drive is designed as a split road with two 24-foot wide travel lanes. According to the applicant, this design was to maintain access into the development in the event a vehicle becomes disabled, while the other side is still accessible. In addition, the applicant states that the subject property is an infill site that abuts two mobile home parks (Pickwick Village and Colony in the Wood) as well as a single-family subdivision (Sunset Cove). As part of those developments, roadway stub-outs were not extended to the subject property to provide options for connectivity.

Figure 2. Project Access, Right-of-Way, and Sidewalk Graphic**2. Reduce the minimum right-of-way width from 50 feet to 28 feet:**

The LDC requires private or public roads within a residential subdivision to be developed with a 50-foot wide right-of-way that includes 24-foot paved street, parkage, 4-foot sidewalk on both sides, and utilities. The applicant is requesting to plat a private 28-foot wide right-of-way. The proposed right-of-way would consist of a 2-lane road and a 4-foot sidewalk on one side.

Internal driveways for site plans are required to be 24 feet in width. The concept plan for the subdivision includes 20 feet of pavement with a 2-foot curb on either side which

is the same width as required for a 50-foot-wide right-of-way in the Standard Construction Details. The difference is that the proposed 28-foot-wide right-of-way does not include the typical parkage area on both sides of the street and a 4-foot sidewalk on one side of the street. The right-of-way within the development is to remain a private drive and not be dedicated as a public street.

3. *Provide a 4-foot sidewalk on only one side of the right-of-way:*

The LDC requires minimum 4-foot wide concrete sidewalks be constructed along both sides of all streets within a subdivision. The intent of this requirement is to provide a safe sidewalk network within all subdivisions and that connects to the City's overall sidewalk and bike path network. As part of the applicant's proposed subdivision, there is a 4-foot sidewalk proposed on one side of the street that connects to sidewalks along Carlisle Drive (to be built with the development) and Clyde Morris Boulevard. According to the applicant, the proposed subdivision will be gated and consist of private streets that include a 4-foot wide sidewalk on one side and a connected sidewalk network will be provided. The applicant also states that removal of the sidewalk from one side of the street is needed to comply with the 20-foot building front yard setback requirement for a townhouse lot.

REVIEW OF VARIANCE CRITERIA:

Pursuant to LDC, Chapter 5, Section 8(a), variances may be requested from required subdivision improvements or design criteria. The variances may be granted by the City Council, upon recommendation of the Planning Commission.

Chapter 5, Section 8(b)(4) of the LDC, lists the review criteria used to determine whether subdivision variance requests should be granted. For a subdivision variance to be approved, the following criteria may be considered.

1. *Topographic or other physical conditions exist which are peculiar to the site and not a result of the actions of the applicant.*

As stated above, road access into the subject property from Carlisle Drive is limited to the 145-foot portion of the property that abuts Carlisle Drive. The proposed subdivision is designed with a single roadway to access the development. The roadway is designed as a split road with two 24-foot wide travel lanes. According to the applicant, this design was to maintain access into the development in the event a vehicle becomes disabled, the other side is still accessible. The applicant states that a second access roadway cannot be provided from Carlisle Drive and meet the standard roadway separation requirements in the LDC. In addition, the applicant states that the subject property is an infill site that abuts two mobile home parks (Pickwick Village and Colony in the Wood) as well as a single-family subdivision (Sunset Cove). As part of those developments, roadway stub-outs were not extended to the subject property to provide options for connectivity and the adjacent developments did not extend road stub-outs into the subject property.

As part of the development, the developer is constructing Carlisle Drive between Clyde Morris Boulevard and the Pickwick Village property line as a 50-foot right-of-way that includes 24-foot pavement, 4-foot sidewalks on both sides of road, parkage, and utilities.

The request to not build a 4-foot sidewalk on one side of the right-of-way and create a 28-foot-wide right-of-way throughout the proposed subdivision is based on the developer wanting to maintain the previously approved site plan layout. For a multi-family development built through a site plan, the LDC requires a minimum 24-foot-wide paved access drive to serve the units and an internal sidewalk that connects buildings, parking areas and common facilities. However, the requested variances are ultimately a matter of design choice and is not based on topographic or other physical conditions. The applicant states that are the variances for right-of-way width and sidewalk are approved, the rights-of-way in this subdivision will be private and the City of Port Orange will not be responsible for maintenance or traffic enforcement related to parking.

2. *Literal interpretation of this code would result in unnecessary and undue hardship on the applicant.*

The property could potentially be subdivided and designed to meet these requirements, but it will require the developer to redesign the layout and may require a reduction in the number of townhomes. The proposed project is designed for a maximum of eight units per building with each fee-simple lot having a one-car garage and full width driveway that supports parking for a second car. As part of the project, common amenities will be provided throughout the subdivision, such a walking trail with benches around the stormwater pond, 30' perimeter landscape buffer, gazebo, common area parks, and visitor parking spaces.

The applicant states that there would be no visible difference in the project if developed as a subdivision as opposed to a site plan, except for the subdivided lot lines.

3. *Required services are already available to proposed lots without the construction of additional improvements.*

All required public utilities and services can be provided to all proposed lots through the proposed subdivision design.

4. *Levels of service can be reasonably provided through the site development plan review process or residential site plan review process for individual lots.*

The applicant will be able to provide the required services and meet the Level of Service standards for all townhome lots in the subdivision through the proposed subdivision design.

5. *Other methods can be arranged to assure construction of improvements, eliminating the need for formal subdivision approval.*

The applicant is not requesting a variance from the subdivision review process. The request is to be allowed to subdivide the property with a single point of access,

reduced the standard right-of-way width to 28-foot and only install a sidewalk on one side of the road, so this criterion is not applicable to this request.

6. *The granting of a variance is consistent with the overall intent of this code and will not be injurious to the surrounding properties or detrimental to the public welfare.*

All properties being subdivided within the City are required to meet the development requirements of the LDC or secure variances from said requirements.

The intent of the right-of-way and sidewalk requirement is to ensure that streets are built to the construction standards of the City, there is sufficient room for utilities and to efficiently and safely move vehicles and pedestrians. For a majority of the residential subdivisions in Port Orange, the streets are designed with 50-foot rights-of-way with sidewalks on both sides of the road. However, there are older subdivisions that have modified right-of-way widths and a sidewalk on one side or no sidewalks.

According to the applicant, the right-of-way for the proposed subdivision will be private and maintained by the HOA. Also, includes 12-foot easements along the right-of-way are provided for the location of City and private underground utilities. According to the project engineer, the proposed 28' right-of-way for the proposed private road development is sufficient and provides area for underground utilities and will safely move vehicles and pedestrians. The width of the pavement and construction of the road will be the same as the previously approved site plan local roads, the only change is the removal of the parkage area and a sidewalk from one side of the road. There will be a sidewalk on one side of the private road that will connect to common areas and the sidewalks to be constructed along Carlisle Drive that connect to Clyde Morris Boulevard. The applicant's request to remove the sidewalk from one side of the street allows the buildings to be set back from the front property line, providing parking in front of the garage of the townhome.

According to the applicant, granting of the requested variances will allow for adequate access, right-of-way width, and sidewalk network and will not be injurious to the surrounding properties or detrimental to the public welfare.

RECOMMENDATION:

Based on the findings of this report, Staff recommends approval of Variance #1 and denial of Variances #2 and #3.

ATTACHMENTS:

1. Exhibit 1 – Conceptual Subdivision Plan and Applicant's Letter of Request
2. Exhibit 2 – Objection Letters from Adjacent Residents



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August 6, 2018

A. JOSEPH POSEY, ESQUIRE
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Tim Burman, Community Development Director
Community Development
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Re: Revised Variance Request / Bella Oaks Subdivision

Dear Tim:

As discussed, I have revised my client's variance request based on feedback received from the City. As you know, my client continues to review the design for this project to find a way to preserve protected tress and avoid mitigation. The variances proposed allow for a development consistent with the existing approved condominium site plan and permit private ownership of lots, which along with several other factors will lead to a better project. To convert this project to fee simple lot ownership, my client needs to request seven (7) interrelated variances. Some of the variances are administrative or subdivision waivers so the specific review criteria are in separate City Land Development Code ("City LDC") provisions. If approved, my client will limit the extent of the variances to the proposed site plan enclosed with this letter. Also, to minimize the potential impacts of the variances, my client has agreed work with the City to improve the Carlisle Drive entrance with landscaping and signage and will convey to the City any fee simple interest to Carlisle Drive.

Several special circumstances for this project demonstrate compliance with the City LDC variance requirements. Responses are as follows:

1. **Chapter 5, Section 8 of City LDC subdivision variance from Chapter 5, Section 4(a)(1)(c) of City LDC to allow for single point of access in lieu of two points of access for subdivisions with 25 lots or more.**

The subdivision chapter of the City LDC includes specific variance criteria to consider as the basis for the approving deviations from subdivision improvement and design requirements. These criteria are separate from a traditional variance, and the above request meets the criteria outlined. In this case, the City LDC requires an additional point of ingress to the property to convert the project to fee simple lot ownership; however, such an access point is not necessary or feasible.

- a) **Topographic or other physical conditions exist which are peculiar to the site and not a result of the actions of the applicant.**

Response: The site plan approved by the City for this property features one point of access including two 24-foot-wide driveways with one dedicated for ingress and one for egress, which is consistent with the applicable provisions of the City LDC for condominium style townhomes. The applicant is not proposing to change the configuration of the approved entrance vested with the property. However, by changing the subdivision from condominium to traditional fee simple lot ownership, the

City LDC would require two points of access. The existing configuration is safe and would allow easy access for emergency vehicles. The site also has limited frontage on Carlisle Drive, which only crosses the property at the northeast corner, and other potential access points are private easements that the applicant has not right to utilize. These are conditions peculiar to the site and not the result of the applicant.

- b) Literal interpretation of this code would result in unnecessary and undue hardship on the applicant.

Response: A literal interpretation of the City LDC would create an unnecessary and undue hardship since the entrance configuration is already approved by the City. This variance simply would allow the applicant to re-designate the subdivision from condominium to fee simple ownership, which provides a more desirable form of home ownership and will lead new residents to have a more vested interest in their property and the City. The configuration of the entrance is the same as currently approved by the City. It is worth noting that the subdivision entrance can function as two access points if needed. There will be a median constructed to separate the two 24-foot-wide lanes and alone each lane would meet City width standards.

2. **Chapter 5, Section 8 of the City LDC subdivision variance from Chapter 5, Section 4(a)(3)(c) of the City LDC to allow for a four-foot-wide concrete sidewalk on one-side of the street in lieu of a four-foot-wide concrete sidewalk on both sides of the street.**

As mentioned previously, the subdivision chapter of the City LDC includes specific variance criteria for consideration as the basis for approval of deviations from subdivision improvement and design requirements. These criteria are separate from a traditional variance and the above request meets the criteria outlined. In this case, the City LDC requires an additional sidewalk within the project if utilizing fee simple ownership, however, an additional sidewalk is not needed or feasible on this site.

- a) Topographic or other physical conditions exist which are peculiar to the site and not a result of the actions of the applicant.

Response: Again, similar to the access points, the site plan approved by the City for this property includes one 4-foot-wide sidewalk, which is consistent with the applicable provisions of the City LDC for condominium style townhomes. The project already has limited right-of-way space and to include an additional sidewalk would result in smaller lots. Also, if sidewalks were provided on both sides of the road, the project would not be able to meet the driveway depth requirements for the individual townhomes. The peculiar site conditions require an alternative and my client has proposed walking trails as an amenity around the water features to create a connected loop for pedestrians. This avoids needing a second sidewalk while meeting the intent of the City LDC.

- b) Literal interpretation of this code would result in unnecessary and undue hardship on the applicant.

Response: A literal interpretation of the City LDC would create an unnecessary and undue hardship since the sidewalk configuration is unnecessary and would not be feasible given the site conditions. Keep in mind that the subdivision could be developed as a condominium under the City LDC with only one-sidewalk. The proposed plan already includes walking trails as an alternative, so I do not see the added value of another sidewalk. Trying to add a sidewalk would just necessitate additional variances.

3. **Chapter 5 of the City LDC administrative variance from Chapter 5, Section 4(a)(2) of the City LDC to allow for the dedication of a 28-foot right-of-way width in lieu of 50-feet or in the alternative a Chapter 19 of the City LDC variance.**

This request appears to fall within the administrative variance procedure outlined in Chapter 5, Section 8 of the City LDC since the variance only requests a deviation from the standard construction details. According to the City LDC, the administrative official has the authority to deviate from standard construction details if alternative means can achieve the goal of the actual requirement. In this case, the roadway proposed is still the standard 24 feet width of pavement. The only deviations are in the standard utility width, the exclusion of a sidewalk and the location of the sewer under the road. The utilities will be in non-exclusive easements that overlap. This meets the justification for an administrative variance. However, if the City would prefer to review this request under the Chapter 19 of the City LDC variance provisions, then it would still meet the criteria outlined therein.

- a) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district.

Response: As specified in several places in this letter, this property has special conditions and circumstances that require design deviations, including a deviation from the typical right-of-way width. This is one of the few infill development parcels left in the City. A nearly identical site plan for the subject property has already been approved for this infill property with the main difference being that the applicant is now proposing townhomes with fee simple ownership, as opposed to the condominium ownership indicated on that approved site plan. As such, the site layout and features were already found by the City to be consistent with the character of the surrounding area. Since the right-of-way will be dedicated as a separate tract, any increase beyond the proposed width would result in a total redesign of the exiting site plan and a decrease in lot sizes.

- b) The special conditions and circumstances are not the result of actions of the applicant.

Response: The applicant simply wants to amend the approved site plan to have fee simple ownership of residences instead of a condominium form, and the impediments to doing so are not a result of the applicant's actions. The property could be developed as a condominium project consistent with the approved site plan, and in order to maintain the approved improvements and amenities, the applicant must request a variance.

- c) Literal interpretation and enforcement of the development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the development code, and would work unnecessary and undue hardship on the applicant.

Response: The applicant desires to construct essentially the same development that was approved as a condominium, but with a fee simple form of ownership. To force the applicant to completely redesign a development that already has an approved site plan solely to justify a different form of ownership would be an unnecessary and undue hardship on the applicant. This literal interpretation of the City LDC would seem to punish fee simple ownership of townhome lots as opposed to condominiums, which is surely not the City's intent or a goal or purpose of the City LDC.

- d) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure.

Response: The proposed variance width is the minimum necessary to allow for both a standard roadway width of 24 feet and the overlapping location of utilities. The roadway pavement will be the same width on the approved site plan for the property.

- e) Granting of the variance request will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings or structures in the same zoning district.

Response: The grant of this variance will not confer a special privilege to the applicant. The overlapping of utility location areas to decrease the needed right-of-way is common and allows for more efficient use of the property.

- f) The granting of the variance will be in harmony with the general intent and purpose of this code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Response: This variance meets the general intent and purpose of the City LDC. The engineers for the project have already reviewed the proposed right-of-way width with the area utilities. The necessary utility lines can be provided within the right-of-way width proposed.

4. Chapter 17 of the City LDC administrative variance from Chapter 17, Section 27 of the City LDC to allow for a lot area of 1560 square feet in lieu of 2,000 square feet required in the R-3L zoning district, or in the alternative a Chapter 19 of the City LDC variance.

The fee simple lots proposed are approximately 2,000 to 1,700 square feet in size with a few lots around 1550 square feet to preserve existing large trees. The calculation excludes rights-of-way and sidewalks, which could have been included in the design as private road easements to achieve the required lot size. However, City staff has indicated that an actual dedicated right-of-way would be preferred so it remains a separate tract for the subdivision. Most of the lots appear to fall within the administrative variance procedure outlined in Chapter 17, Section 26.5 of the City LDC. According to the City LDC, the administrative official has the authority to deviate from the lot size requirement up to 10% of the required dimension. However, if the City would prefer to review this request under the Chapter 19 of the City LDC variance provisions, then it would still meet the criteria outlined therein.

- a) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district.

Response: As mentioned previously, special circumstances do exist with regard to the subject property and proposed development. This is one of the few infill development parcels left in the City. A nearly identical site plan for the subject property has already been approved for this infill property with the main difference being that the applicant is now proposing townhomes with fee simple ownership, as opposed to the condominium ownership indicated on that approved site plan. As such, the site layout and features were already found by the City to be consistent with the character of the surrounding area. The use of slightly smaller lots also permits larger amenities for residents, such as a large pond and preservation of historic and specimen trees. Also, because the original, approved condominium site plan did not have individual lots for the condo units, the placement of roads, sidewalks and buildings as separate tracts was not an issue. Now that the City LDC places a minimum lot size requirement on fee simple lot ownership, which is not required for condominium townhouses, the applicant must request a variance to dedicate rights-of-way and common areas as separate platted tracts.

- b) The special conditions and circumstances are not the result of actions of the applicant.

Response: The applicant simply wants to amend the approved site plan to have fee simple ownership of residences instead of a condominium form, and the impediments to doing so are not a result of the applicant's actions. The property could be developed as a condominium project consistent with the approved site plan, and in order to maintain the approved rights-of-way and amenities, the applicant must request a variance.

- c) Literal interpretation and enforcement of the development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the development code, and would work unnecessary and undue hardship on the applicant.

Response: The applicant desires to construct essentially the same development that was approved as a condominium, but with a fee simple form of ownership. To force the applicant to completely redesign a development that already has an approved site plan solely to justify a different form of ownership would be an unnecessary and undue hardship on the applicant. This literal interpretation of the City LDC would seem to punish fee simple ownership of townhome lots as opposed to condominiums, which is surely not the City's intent or a goal or purpose of the land development code.

- d) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure.

Response: The applicant is making the minimum changes necessary to convert the approved site plan from condominiums to townhomes. All the proposed lots less than 1,900 square feet about a tree conservation easement, and many are designed to avoid impacting existing large trees. The minimums requested are necessary and are not significantly smaller than the 2,000 sq. ft. required by the land development code.

- e) Granting of the variance request will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings or structures in the same zoning district.

Response: This request does not grant applicant any special privilege, such as additional density or entitlements. The variance simply allows for a change in the ownership pattern for the townhome owners.

- f) The granting of the variance will be in harmony with the general intent and purpose of this code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Response: As mentioned above, the layout of the original site plan was approved by the City as being consistent with the land development code and nature of the surrounding areas. In addition, approval of the variance will permit the development of a community with a number of positive features, including: a large stormwater management pond for waterfront views; improvements to the Carlisle Street right-of-way; a quality walking trail and covered gazebo; and preservation of all specimen and historic trees on-site. The applicant is currently working with the City to enhance the Carlisle Street entrance with landscaping and subdivision signage. Furthermore, home ownership is more desirable than condominiums due to enhanced marketability and value of townhomes, along with increasing the numbers of non-seasonal, permanent residents in the area. The variance gives the applicant a chance to encourage new residents with a more vested interest in their homes.

5. **Chapter 19 of the City LDC variance from Chapter 17, Section 27 of the City LDC to allow for a maximum building coverage of 63% in lieu of 40% required in the R-3L zoning district.**

The unintended consequence of creating single-family ownership of townhome lots is that the townhomes now exceed the lot building coverage requirement of the City LDC. The requirements for platted rights-of-way, tree conservation areas and common areas limit the areas that can be designed for lots. Also, if the building coverage requirements were applied for each row of buildings instead of each individual building, as is the case with condominiums, then the requirement would be met. Regardless, this request still meets the variance criteria of Chapter 19 of the City LDC.

- a) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district.

Response: Special circumstances do exist with regard to the subject property and proposed development. A nearly identical site plan for the subject property has already been approved by the City, with the main difference being that the applicant is now proposing townhomes with fee simple ownership, as opposed to the condominium ownership indicated on that approved site plan. As such, the site layout and features were already found by the City to be consistent with the character of the surrounding area. Also, because the original, approved condominium site plan did not have individual lots for the condo units, the unit layout was not designed for 40% maximum building coverage for the interior townhomes. However, if one compares the building coverage of all the townhome units in each building compared to all of the individual townhome lots underlying that building added together, the overall building coverage meets the 40% required by the land development code. Townhome lots placed in the middle of the buildings are the lots that have difficulty meeting the 40%.

- b) The special conditions and circumstances are not the result of actions of the applicant.

Response: The applicant simply wants to amend the approved site plan to have fee simple ownership of residences instead of a condominium form, and the impediments to doing so are not a result of the applicant's actions.

- c) Literal interpretation and enforcement of the development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the development code, and would work unnecessary and undue hardship on the applicant.

Response: The applicant desires to construct essentially the same development that was approved as a condominium, but with a fee simple form of ownership. To force the applicant to completely redesign a development that already has an approved site plan solely to justify a different form of ownership would be an unnecessary and undue hardship on the applicant.

- d) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure.

Response: The applicant is only requesting that the existing site plan be altered to permit townhomes instead of condominiums, and the actual footprint of the buildings are not being altered from what has already been approved. In fact, as mentioned above, the townhome buildings as a whole meet the 40% maximum building coverage when all lots underlying that building are added together.

- e) Granting of the variance request will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings or structures in the same zoning district.

Response: This request does nothing more than change the underlying ownership. This is an infill development and other townhome communities within the City do not have existing site entitlements and an approved site plan for vacant property. The applicant can meet the minimum building area requirements of the City LDC if the total condominium building is considered for the requirement, which is consistent with other lands in the same zoning district.

- f) The granting of the variance will be in harmony with the general intent and purpose of this code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Response: The layout of the original site plan was approved by the City as being consistent with the land development code and nature of the surrounding areas. Each block of townhomes would meet the building coverage requirements of the code, however, when the individual lots are platted for single family ownership, lots with a townhome on each side would be unable to meet the requirement. This would require greater lot depth, which is contrary to idea of encouraging smaller setbacks and lots as part of townhome developments. In addition, approval of the variance will permit the development of a community with a number of positive features, including: a large stormwater management pond for waterfront views; improvements to the Carlisle Street right-of-way; a quality walking trail and covered gazebo; and preservation of all specimen and historic trees on-site. Furthermore, home ownership is more desirable than condominiums due to enhanced marketability and value of townhomes, along with increasing the numbers of non-seasonal, permanent residents in the area.

6. Chapter 19 of the City LDC variance from Chapter 17, Section 27 of the City LDC to allow for open space of 14% in lieu of 60% required in the R-3L zoning district.

Another unintended consequence of creating private ownership of townhome lots is that some of townhome lots cannot meet the minimum open space requirements of the City LDC because of platted tree conservation areas, rights-of-way and other common areas. Much of the available project open space has been placed in larger tracts sperate from the lots.

This request meets the variance criteria of Chapter19 of the City LDC, and to mitigation any impacts, my client will limit the extent of the open space variance based on the enclosed site plan.

- a) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district.

Response: As previously stated, several special circumstances do exist regarding the subject property and proposed development. A nearly identical site plan for the subject property has already been approved by the City, with the main difference being that the applicant is now proposing townhomes with fee simple ownership, as opposed to the condominium ownership indicated on that approved site plan. The site layout and features for the project were already found by the City to be consistent with the character of the surrounding area. As mentioned previously, much of the project open space has been placed in much larger tracts sperate from the lots, which necessitates an open space variance.

- b) The special conditions and circumstances are not the result of actions of the applicant.

Response: The applicant simply wants to amend the approved site plan to have fee simple ownership of residences instead of a condominium form, and the impediments to doing so are not a result of the applicant's actions.

- c) Literal interpretation and enforcement of the development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the development code, and would work unnecessary and undue hardship on the applicant.

Response: The applicant desires to construct essentially the same development that was approved as a condominium, but with a fee simple form of ownership. To force the applicant to completely redesign a development that already has an approved site plan solely to justify a different form of ownership would be an unnecessary and undue hardship on the applicant.

- d) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure.

Response: The applicant is only requesting that the existing site plan be altered to permit townhomes instead of condominiums, and the actual lot footprints are not being altered from what has already been approved. This request is the minimum necessary and will allow for tree conservation areas, rights-of-way and other common areas for the project.

- e) Granting of the variance request will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings or structures in the same zoning district.

Response: This request does nothing more than change the underlying ownership. This is an infill development and other townhome communities within the City do not have existing site entitlements and an approved site plan for vacant property.

- f) The granting of the variance will be in harmony with the general intent and purpose of this code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Response: The layout of the original site plan was approved by the City as being consistent with the surrounding areas. These variances will allow for the development of a private townhome community, which aligns with the goals and intent of the City LDC. The variances will permit the development of a community with a number of positive features, including: a large stormwater management pond for waterfront views; improvements to the Carlisle Street right-of-way; a quality walking trail and covered gazebo; and preservation of all specimen and historic trees on-site. Furthermore, home ownership is more desirable than condominiums due to enhanced marketability and value of townhomes, along with increasing the numbers of non-seasonal, permanent residents in the area.

7. Chapter 19 of the City LDC variance from Chapter 17, Section 27 of the City LDC to allow for an eight-foot rear yard setback in lieu of the 25 feet required in the R-3L zoning district.

This variance request is directly connected to the building coverage variance and includes many of the same justifications. To incorporate tree conservation areas, rights-of-way and common areas into the development, the rear yard setback for several lots had to be adjusted and reduced. As you can see, most of the lots with reduced rear yard setbacks abut either a tree conservation area or a common area tract. This

request meets the variance criteria of Chapter 19 of the City LDC, and again to mitigate any impacts, my client will limit the extent of the open space variance based on the enclosed site plan.

- a) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district.

Response: Special circumstances do exist with regard to the subject property and proposed development. A nearly identical site plan for the subject property has already been approved by the City, with the main difference being that the applicant is now proposing townhomes with fee simple ownership, as opposed to the condominium ownership indicated on that approved site plan. As such, the site layout and features were already found by the City to be consistent with the character of the surrounding area.

- b) The special conditions and circumstances are not the result of actions of the applicant.

Response: The applicant simply wants to amend the approved site plan to have fee simple ownership of residences instead of a condominium form, and the impediments to doing so are not a result of the applicant's actions.

- c) Literal interpretation and enforcement of the development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the development code, and would work unnecessary and undue hardship on the applicant.

Response: The applicant desires to construct essentially the same development that was approved as a condominium, but with a fee simple form of ownership. To force the applicant to completely redesign a development that already has an approved site plan solely to justify a different form of ownership would be an unnecessary and undue hardship on the applicant.

- d) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure.

Response: The applicant is only requesting that the existing site plan be altered to permit townhomes instead of condominiums, and the actual lot footprints are not being altered from what has already been approved. This request is the minimum necessary and will allow for tree conservation areas, rights-of-way and other common areas for the project.

- e) Granting of the variance request will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings or structures in the same zoning district.

Response: This request does nothing more than change the underlying ownership. This is an infill development and other townhome communities within the City do not have existing site entitlements and an approved site plan for vacant property.

- f) The granting of the variance will be in harmony with the general intent and purpose of this code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

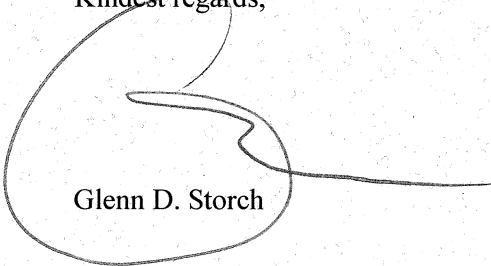
Response: The layout of the original site plan was approved by the City as being consistent with the surrounding areas. These variances will allow for the development of a private townhome community,

which aligns with the goals and intent of the City LDC. The variances will permit the development of a community with a number of positive features, including: a large stormwater management pond for waterfront views; improvements to the Carlisle Street right-of-way; a quality walking trail and covered gazebo; and preservation of all specimen and historic trees on-site. Furthermore, home ownership is more desirable than condominiums due to enhanced marketability and value of townhomes, along with increasing the numbers of non-seasonal, permanent residents in the area.

I appreciate the continued input provided by City staff regarding this request. The whole goal of this request is to make a better subdivision for the City and the future residents of Bella Oaks. As stated, my client is willing to condition any variances approvals on the enclosed site plan.

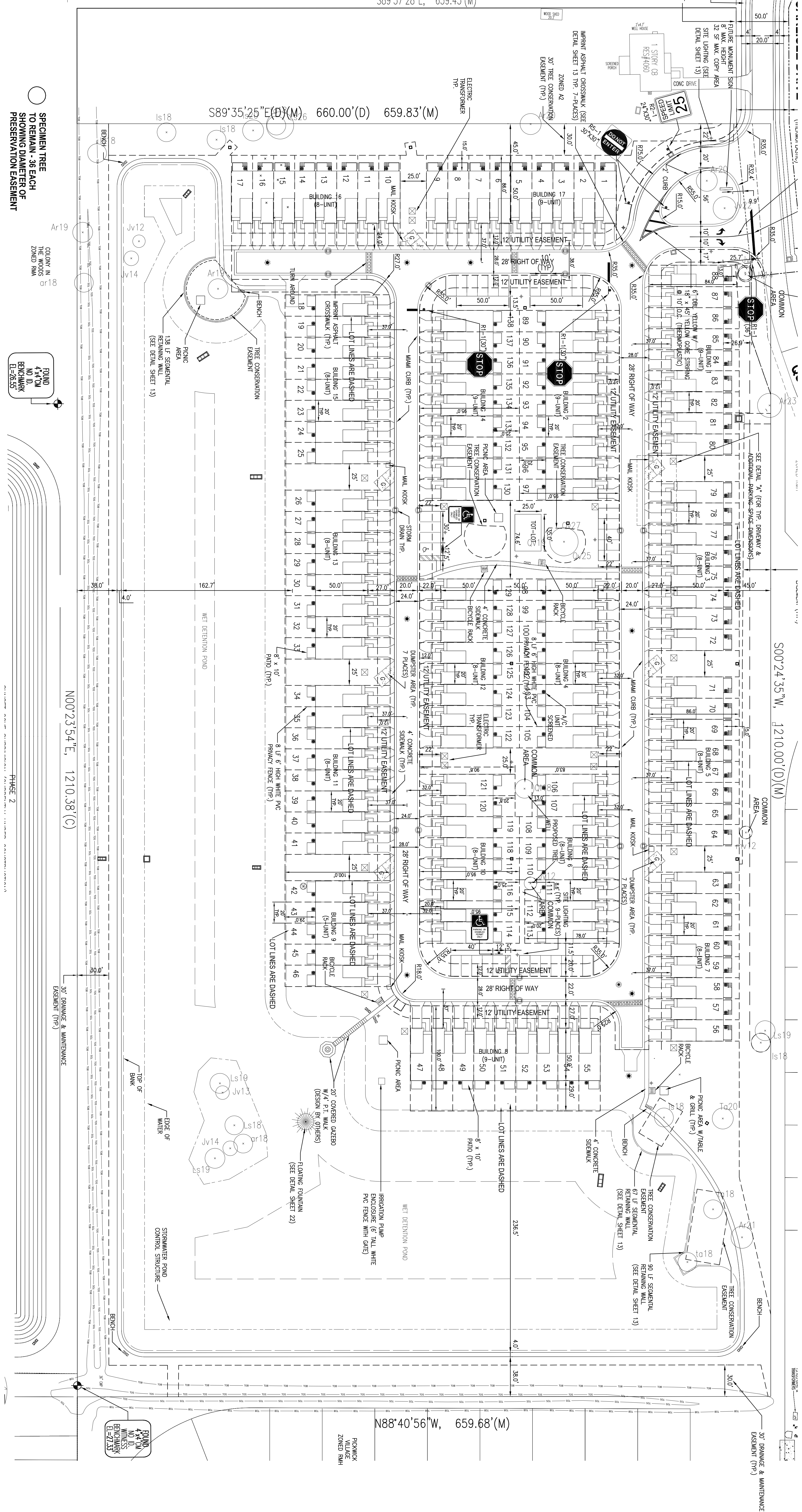
Please let me know if you have any questions or require additional information.

Kindest regards,



Glenn D. Storch

GDS/ajp
Enclosure



Angela & Jacob Atwell
3963 Sunset Cove Drive
Port Orange, Florida NY 32129

Penelope Cruz, Interim Planning Manager
CC: Chase Tramont, Port Orange City Counsel
Re: Case No. 18-90000004
Port Orange Community Development Department
1000 City Center Circle
Port Orange, Florida 32129

July 22, 2018

Dear Ms. Cruz and Mr. Tramont,

As a board member for Sunset Cove, I would like to express objection to the request for the five variances requested by Gatlin Two, LLC. My property, along with many of my neighbors are water front and we have been appalled to see that so many trees have been cleared across from our houses, where this development is planned.

On a personal note, my family and I have been a resident of Port Orange for nearly ten years and have enjoyed the many amenities.

However, lately the development seems out of control. Every where we turn more trees are being cleared for more development. In fact, our son will begin Kindergarten this fall at Horizon Elementary school and I can only imagine the traffic concerns that will be caused by the new development across from this school.

However, this letter is to address the development planned for behind our property. Clearing these trees and adding an additional development will likely decrease our property values. In addition, the Sunset Cove community has seen many challenges due to the small lot sizes, narrow roadways and only limited access points. The plans for this new development seems even more restricted and will likely lead to many of the same problems we see here in Sunset Cove; only on a grander scale.

We and our neighbors moved to Port Orange to enjoy the beautiful Florida preserve while also taking advantage of the city amenities. However, lately it seems that both of these are being swallowed up by new home communities. These new home communities not only flood the market by inverting the supply and demand model, but in order to accommodate them we are depleting our natural resources such as preserve, trees and water.

A new home community should have to abide by the city regulations and should not be granted any variances, let alone five. The regulations are in place to protect surrounding property values and the interests of those who would purchase these homes. Please reconsider allowing these homes to be built behind our homes, the trees to be decimated and the resources to be further tapped.

Sincerely,



Angela Atwell

Sunset Cove Board Member

Francee Baker
3972 Sunset Cove Dr
Port Orange, Fl 32129

AUGUST 9, 2018

Port Orange Community Development Dept
1000 City Center Circle
Port Orange, Florida 32129

Dear Penelope Cruz,

I have been a resident in Port Orange since 2008. I have been disappointed to see the development that is happening with what seems like no regard to preserving the city. Even the development where we had a house built in 2011 is too small for the number of houses built. There is a problem with parking and the driveways or the road should have been larger. I feel that this latest development Case no, 18-90000004 is just another attempt to squeeze too much into too little a space. Construction or should I say destruction was started before letters went out. I think that more consideration should be put forth towards improving the quality and not the quantity of development. This is just my opinion, but I hear a lot of complaints amongst the people in our development but you would not know that unless someone lets it be known. I use to love Port Orange but no longer have the same feelings.

Sincerely.

A handwritten signature in cursive script that reads "Francee A Baker". The signature is written in dark ink and is positioned above the printed name.

Francee Baker



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: No

SUBJECT: (F29) Approval of Development Order Modification to the Final Plat and Plans for the Westport Reserve Subdivision Phase 4, Case Number 18-52000001

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the Development Order Modification to Final Plat & Plans for the Westport Phase 4 Subdivision.

SUMMARY:

Planning Commission Action (8/23/18): Recommended approval

In December 2017, the City Council approved the Final Plat and Plans for a ± 25.7-acre subdivision. The subdivision consisted of 78 individual single-family lots, along with associated subdivision improvements (streets, sidewalks, utilities, stormwater, and landscaping).

The property owner has requested a modification to the approved plat and plans. According to the Land Development Code, minor changes to a plat that has not been recorded must be reviewed through the same process as the original review of the plat. Therefore, the proposed minor changes to the plat and plans must be reviewed by the Planning Commission and reviewed and approved by the City Council before it can be recorded.

The proposed modifications to the plat and plans include: 1) Removing Don Pedro Way, 2) Removing 7 single-family lots, and 3) Expanding the proposed stormwater pond along Town West Blvd. According to the applicant, the proposed modifications are to reduce the amount of fill dirt that has to be brought to the site to grade the subdivision. The proposed modifications result in 71 single-family lots on 25.7 acres (a net decrease of 7 lots).

Staff has reviewed the proposed modifications for compliance with the Land Development Code and verified that public facilities and services, such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed 71 residential lots.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Staff Report.pdf
2.	Exhibit A - Plat & Plans	Merged Plat and Plans for CC 9-19-18, stamped 8-16-18, 8.5x11.pdf

Gwen Perney	Created/Initiated - 08/28/2018
Tim Burman	Approved - 08/29/2018
Shannon Balmer	Approved - 09/06/2018
Jake Johansson	Approved - 09/10/2018
Robin Fenwick	Final Approval - 09/10/2018



STAFF REPORT

SUBDIVISION PLAT & PLANS / DEVELOPMENT ORDER
MODIFICATION
WESTPORT RESERVE PHASE 4
CASE NO. 18-52000001

REQUEST:	Development Order Modification to the Westport Reserve Subdivision Plat and Plans for Phase 4
LOCATION:	North of Town West Boulevard, east of Tomoka Farms Road (Figure 1)
OWNER/APPLICANT:	Jonathan Claber, Edge Cove LLC
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Gwen Perney (386) 506-5673
PLANNING COMMISSION RECOMMENDATION:	Approval (August 23, 2018)
CITY COUNCIL DATE:	September 19, 2018

DISCUSSION:

In December 2017, the City Council approved the Final Plat and Plans for a $\pm$ 25.73-acre subdivision. The subdivision consisted of 78 individual single-family lots, along with associated subdivision improvements (streets, sidewalks, utilities, stormwater, and landscaping).

The property owner has requested a modification to the approved plat and plans. According to the Land Development Code, minor changes to a plat that has not been recorded must be reviewed through the same process as the original review of the plat. Therefore, the proposed minor changes to the plat and plans will need to be reviewed by the Planning Commission and reviewed and approved by City Council before it can be recorded.

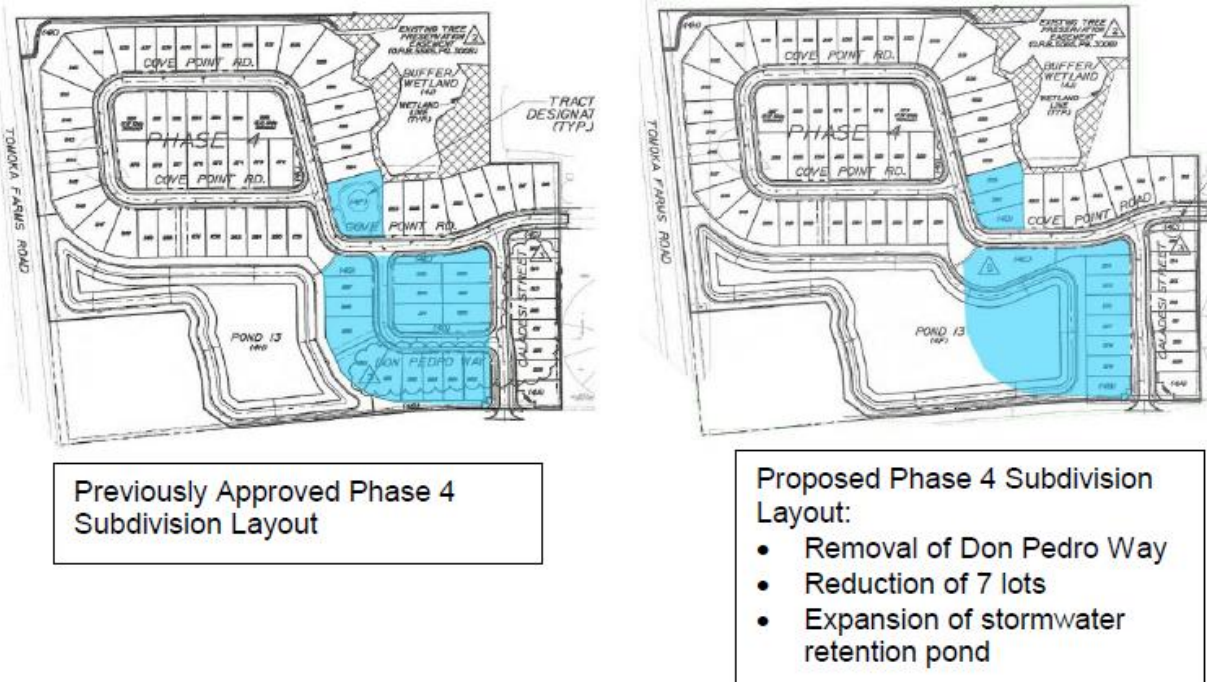
Figure 1. Location Map



The proposed modification to the plat and plans (Figure 2) include: 1) Removing Don Pedro Way and 7 single-family lots, and 2) Expanding the proposed stormwater pond along Town West Blvd. According to the applicant, the proposed modifications are to reduce the amount of fill dirt that has to be brought to the site to grade the subdivision. The proposed modifications result in 71 single-family lots on $\pm$ 25.73 acres (a net decrease of 7 lots).

Staff has reviewed the proposed modifications for compliance with the Land Development Code and verified that public facilities and services, such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed 71 residential lots.

Figure 2. Proposed Modifications



RECOMMENDATION:

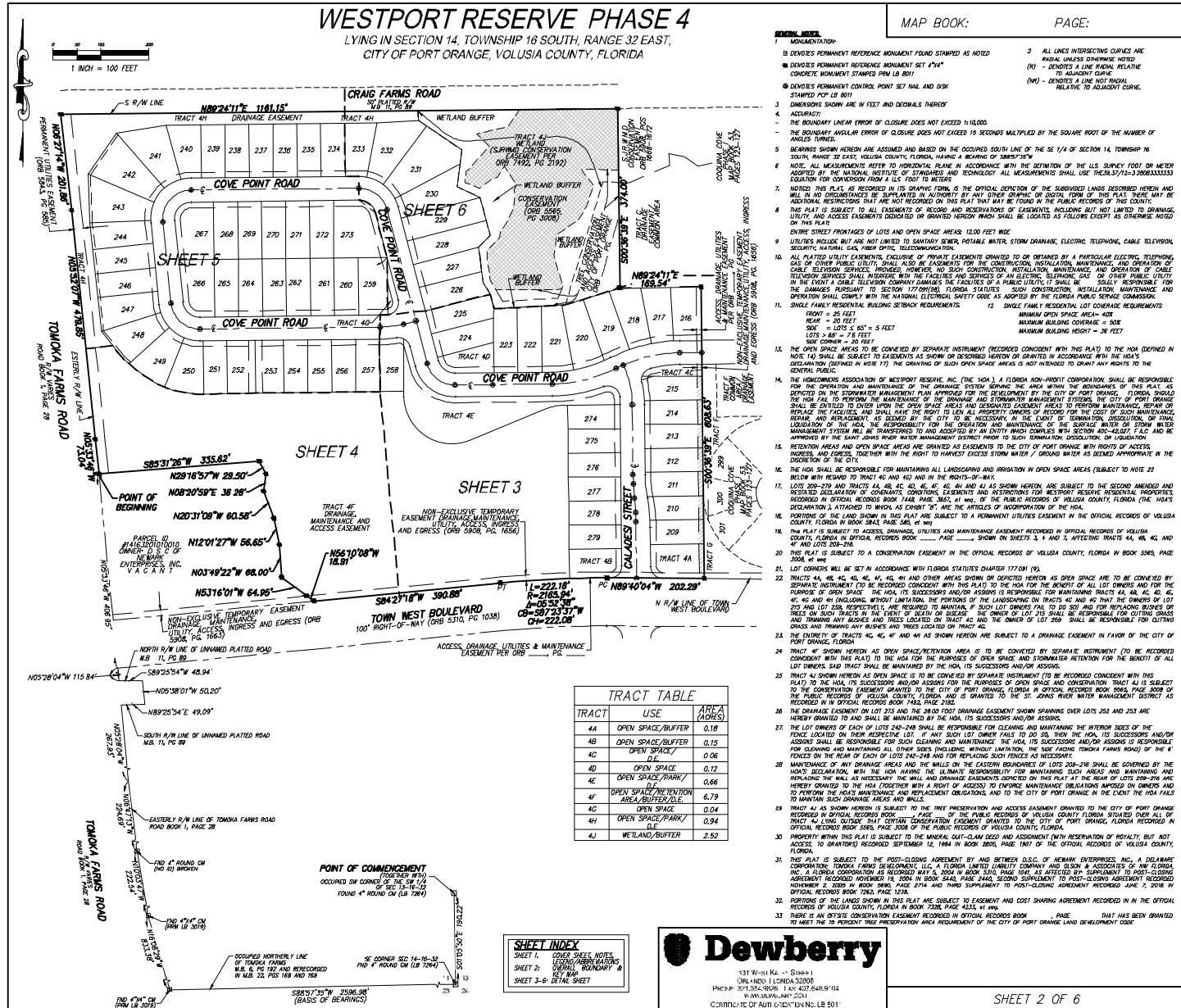
Approval of the proposed Development Order Modification to the Westport Reserve, Phase 4 Subdivision Final Plat and Plans approved by City Council in 2017.

ATTACHMENTS:

1. Exhibit A – Westport Reserve Phase 4 Modification to Subdivision Plat and Plans

LYING IN SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST,
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

PAGE:



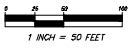
TRACT TABLE		
TRACT	USE	AREA (ACRES)
4A	OPEN SPACE/BUFFER	0.18
4B	OPEN SPACE/BUFFER	0.15
4C	OPEN SPACE/ D.E.	0.06
4D	OPEN SPACE	0.12
4E	OPEN SPACE/PARK/ D.E.	0.66
4F	OPEN SPACE/RETENTION AREA, PARK, D.E.	6.79
4G	OPEN SPACE	0.04
4H	OPEN SPACE/PARK/ D.E.	0.94
4J	WETLAND/BUFFER	2.52

<u>SHEET INDEX</u>	
SHEET 1:	COVER SHEET, NOTES, LEGEND/ABBREVIATIONS
SHEET 2:	OVERALL BOUNDARY & KEY MAP
SHEET 3-6:	DETAIL SHEET

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LYING IN SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST,
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

LYING IN SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST,
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

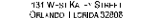


PAGE:

ACKNOWLEDGMENTS

- [illegible]

CURVE TABLE					CURVE TABLE					CURVE TABLE										
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING			
C1	18.65	350.00	0.373117	16.86	W02574.74	C79	46.43	35.00	W02574.74	C310	533.38	272.00	C37	7.65	25.00	W02574.74	7.65	25.00	W02574.74	
C2	16.95	350.00	0.373117	16.86	W02574.74	C21	34.14	225.00	18.41176	C411	26.31	35.00	C38	26.31	35.00	6.91858	W02574.74	26.31	35.00	W02574.74
C3	85.75	350.00	0.373117	85.99	W02574.74	C24	38.85	25.00	88.91357	C316	538.56	272.00	C39	17.34	30.00	W02574.74	17.34	30.00	W02574.74	
C4	135.84	350.00	0.373117	136.77	W01774.74	C25	10.78	85.00	20.64767	C467	533.38	272.00	C40	16.80	30.00	10.7174	16.80	30.00	W02574.74	
C5	138.62	350.00	0.373117	138.87	W02574.74	C26	16.35	100.00	11.92749	C615	538.56	272.00	C41	12.99	35.00	0.27154	12.99	35.00	W02574.74	
C6	79.69	60.00	W02574.74	73.86	W02574.74	C27	108.49	328.00	11.74173	C683	539.94	272.00	C42	46.37	35.00	0.87031	46.37	35.00	W02574.74	
C7	48.89	200.00	1.043926	48.77	W02574.74	C28	24.24	25.00	10.74173	C682	538.56	272.00	C43	46.37	35.00	0.87031	46.37	35.00	W02574.74	
C8	38.81	25.00	0.871529	35.08	W02574.74	C29	17.17	175.00	0.261351	C712	533.38	272.00	C44	43.75	35.00	0.97244	43.75	35.00	W02574.74	
C9	65.68	350.00	0.373117	65.90	W02574.74	C30	38.68	25.00	89.79837	C616	538.56	272.00	C45	13.46	275.00	0.27154	13.46	275.00	W02574.74	
C10	530.77	272.00	1.023537	530.97	W02574.74	C31	14.01	330.00	0.225545	C617	533.38	272.00	C46	66.23	275.00	1.19238	66.23	275.00	W02574.74	
C11	46.37	225.00	1.043926	46.37	W02574.74	C32	46.68	38.00	0.871529	C618	540.76	274.00	C47	44.83	275.00	0.97244	44.83	275.00	W02574.74	
C12	38.85	25.00	0.871529	35.08	W02574.74	C33	4.32	275.00	0.053527	C619	533.38	272.00	C48	14.38	25.00	0.27154	14.38	25.00	W02574.74	
C13	61.57	275.00	1.246435	61.27	W02574.74	C34	49.75	275.00	0.971527	C620	532.22	282.00	C49	22.59	25.00	31.9942	22.59	25.00	W02574.74	
C14	149.48	325.00	0.373117	149.74	W01774.74	C35	8.46	225.00	0.053527	C648	540.76	274.00	C50	38.45	100.00	0.411778	38.45	100.00	W02574.74	
C15	126.37	275.00	0.272137	125.47	W02574.74	C36	37.82	275.00	0.799338	C758	533.38	272.00	C51	76.74	245.84	0.27154	76.74	245.84	W02574.74	



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CERTIFICATE OF AUTHORIZATION No. LB 90

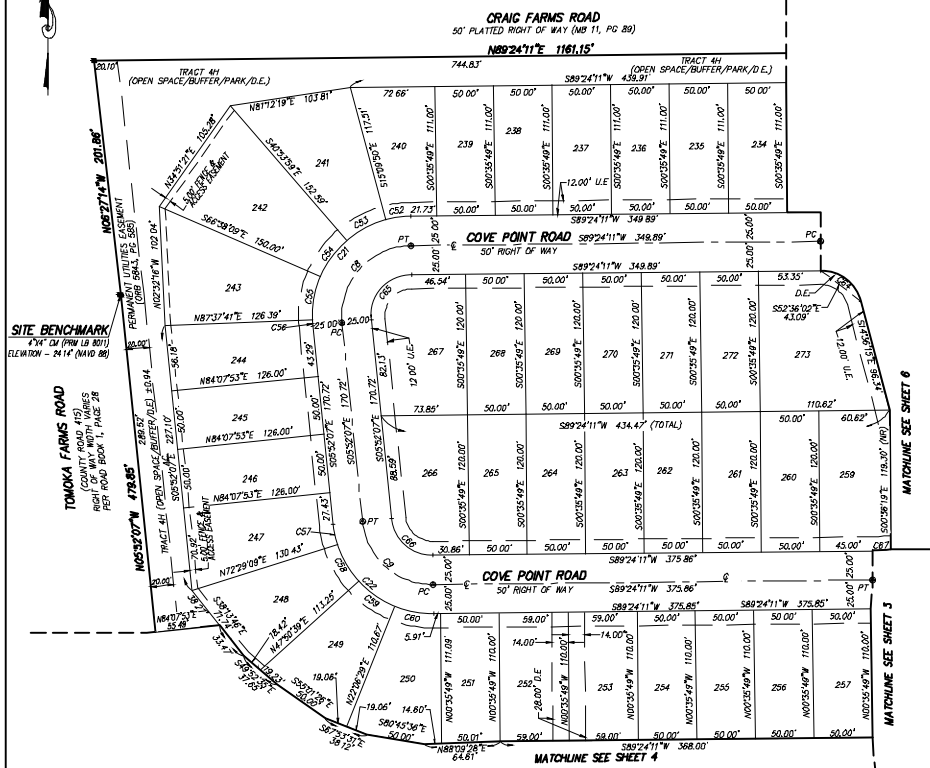
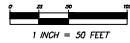
SHEET INDEX	
SHEET 1.	COVER SHEET, NOTES, LEGEND/ABBREVIATIONS
SHEET 2.	OVERALL BOUNDARY & KEY MAP
SHEET 3-6	DETAIL SHEET

QUEST 3.0

SHEET 3 OF 4

WESTPORT RESERVE PHASE 4

LYING IN SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST,
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C8	38.77'	45.00'	86°56'58"	88.67'	N41°56'20"W
C9	88.72'	40.00'	84°54'24"	80.84'	S41°13'52"E
C21	141.54'	85.00'	86°56'58"	126.81'	N41°56'20"W
C22	126.70'	85.00'	84°54'24"	114.55'	S41°13'52"E
C32	21.61'	85.00'	145°01'18"	21.65'	N40°17'11"W
C33	35.16'	85.00'	29°44'10"	37.86'	N47°58'50"W
C34	38.16'	85.00'	29°44'10"	37.86'	N41°33'56"W
C35	38.16'	85.00'	29°44'10"	37.86'	N40°29'46"W
C36	6.19'	85.00'	03°29'48"	6.18'	N40°07'13"E
C37	17.28'	85.00'	11°28'54"	17.25'	S11°41'29"E
C38	38.06'	85.00'	24°38'35"	38.28'	S29°50'18"E
C39	38.16'	85.00'	29°44'10"	37.86'	S35°10'26"E
C40	35.68'	85.00'	22°42'16"	34.44'	S39°14'42"E
C44	46.42'	35.00'	75°59'24"	43.09'	S53°03'10"W
C45	38.06'	35.00'	89°14'38"	36.72'	N41°56'20"W
C46	57.76'	35.00'	84°54'24"	42.17'	S41°13'52"E
C47	15.69'	175.00'	00°07'40"	15.69'	N41°56'20"E

SHEET INDEX
SHEET 1: COVER SHEET, NOTES, LEGEND, ADJACENT PLATS
SHEET 2: LOTS 1-24, BOUNDARY & SETBACK
SHEET 3-6: DETAIL SHEET

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MAP BOOK: PAGE:

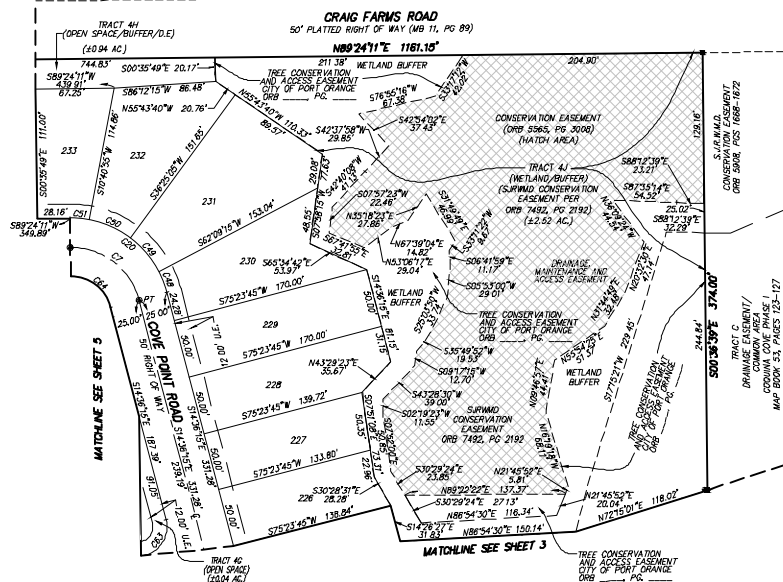
- NOTES:**
- MONUMENTATION
 - DEVIOT'S PERMANENT REFERENCE MONUMENT FOUND STAMPED AS NOTED
 - DEVIOT'S PERMANENT REFERENCE MONUMENT SET 4"X4" CONCRETE MONUMENT STAMPED PER LB 8011
 - DEVIOT'S PERMANENT CONTROL POINT SET NAIL AND DISK STAMPED PER LB 8011
 - DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF
 - ADJUSTMENTS
 - THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000
 - THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TYPED
 - BEARINGS SHOWN HEREIN ARE ASSUMED AND BASED ON THE OCCURRED SOUTH LINE OF THE SE 1/4 OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, HAVING A BEARING OF S88°57'21"W
 - NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 1983/1972-3 306333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS
 - NOTES THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVISION LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLEMENTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
 - THE PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITY, AND ACCESS EASEMENTS EXISTING OR GRANTED HEREON PRIOR SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THIS PLAT
 - EXISTING STREET FRONTAGES OF LOTS AND OPEN SPACE AREAS 12.00 FEET WIDE
 - UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, NATURAL GAS, FIBER OPTIC, TELECOMMUNICATION
 - ALL PLATTED UTILITY EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO SECTION 177.09(6)(b), FLORIDA STATUTES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
 - SINGLE FAMILY RESIDENTIAL BUILDING SETBACK REQUIREMENTS
 - FRONT = 30 FEET
 - REAR = 30 FEET
 - SIDE = 30 FEET
 - LOT 5 & 6 = 5 FEET
 - LOT 7 & 8 = 7.5 FEET
 - SIDE CORNER = 30 FEET
 - THE OPEN SPACE AREAS ARE TO BE CONVEYED BY SEPARATE INSTRUMENT (RECORDED CONCURRENT WITH THIS PLAT) TO THE HOA (DEFINED IN NOTE 14) SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE HOA'S DECLARATION (DEFINED IN NOTE 17). THE GRANTING OF SUCH OPEN SPACE AREAS IS NOT INTENDED TO GRANT ANY RIGHTS TO THE GENERAL PUBLIC.
 - THE HOA (HOMESOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. (THE HOA)) IS A FLORIDA NON-PROFIT CORPORATION, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS WELL AS THE OPERATION AND MAINTENANCE OF THE SANITARY SEWER SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT. THE HOA SHALL BE RESPONSIBLE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO SECTION 177.09(6)(b), FLORIDA STATUTES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
 - RETENTION AREAS AND OPEN SPACE AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INTERESTS, AND EASEMENTS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / DRINK WATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
 - THE HOA SHALL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING AND IRRIGATION IN OPEN SPACE AREAS (SUBJECT TO NOTE 23 BELOW WITH REGARD TO TRACTS 40 AND 45) AND IN THE RIGHTS-OF-WAY.
 - TRACTS 40, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

WESTPORT RESERVE PHASE 4

LYING IN SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST,
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

MAP BOOK:

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SHEET 1	COVER SHEET NOTES
SHEET 2	DETAILED BOUNDARY & EASEMENTS
SHEET 3-6	DETAILED SHEET

Dewberry

131 West Kaley Street
Orlando, Florida 32808
Phone: 321.364.1800 Fax: 407.348.9704
www.dewberry.com
COUNTY: AL-7-2002-1000 NO. 6211

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C27	79.58'	60.00'	79.58°	S52°36'02"W
C70	112.74'	85.00'	79.58°	S52°36'02"W
C48	10.64'	85.00'	171°42'00"	S21°13'20"W
C49	38.18'	85.00'	25°44'10"	S40°42'50"W
C50	58.18'	85.00'	25°44'10"	S40°42'50"W
C51	16.73'	85.00'	117°04'00"	S84°19'22"W
C52	43.74'	25.00'	98°52'48"	S7°00'00"W
C53	46.42'	35.00'	79.58°	S52°36'02"W

- MONUMENTATION
 - DEVELOPER'S PERMANENT REFERENCE MONUMENT FOUND STAMPED AS NOTED
 - DEVELOPER'S PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT STAMPED PER 1801
 - DEVELOPER'S PERMANENT CONTROL POINT SET NAIL AND DISK STAMPED PER 1801
 - DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF
 - ADJUSTMENTS
 - THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000
 - THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TYPED
- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE OCCURRED SOUTH LINE OF THE SE 1/4 OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, HAVING A BEARING OF S88°57'27"W
- NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METRE ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 1983/712-3.30633333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS
- NOTES: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVISION LOTS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLEMENTED IN ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THE PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITY, AND ACCESS EASEMENTS EXISTING OR GRANTED HEREON PRIOR TO THE DATE OF THIS PLAT.
- EXISTING STREET FRONTAGES OF LOTS AND OPEN SPACE AREAS 12.00 FEET WIDE
- UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, NATURAL GAS, FIBER OPTIC, TELECOMMUNICATION
- ALL PLATTED UTILITY EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES. HOWEVER, TO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO SECTION 177.09(1)(b), FLORIDA STATUTES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- SINGLE FAMILY RESIDENTIAL BUILDING SETBACK REQUIREMENTS
 - FRONT - 25 FEET
 - REAR - 25 FEET
 - SIDE - 10 FEET
 - LOT 5 - 10 FEET
 - LOT 6 - 10 FEET
 - LOT 7 - 10 FEET
 - LOT 8 - 10 FEET
 - LOT 9 - 10 FEET
 - LOT 10 - 10 FEET
 - LOT 11 - 10 FEET
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 - LOT 99 - 10 FEET
 - LOT 100 - 10 FEET
- THE OPEN SPACE AREAS TO BE CONVEYED BY SEPARATE INSTRUMENT (RECORDED CONCURRENT WITH THIS PLAT) TO THE HOA (DEFINED IN NOTE 14) SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE HOA'S DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R) ATTACHED TO THIS PLAT. THE HOA'S DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R) ATTACHED TO THIS PLAT SHALL BE SUBJECT TO THE HOA'S DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R) ATTACHED TO THIS PLAT.
- THE HOA SHALL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING AND IRRIGATION IN OPEN SPACE AREAS (SUBJECT TO NOTE 23 BELOW WITH REGARD TO TRACT 4C AND 4D) AND IN THE RIGHTS-OF-WAY.
- TRACTS 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 4I, 4J, 4K, 4L, 4M, 4N, 4O, 4P, 4Q, 4R, 4S, 4T, 4U, 4V, 4W, 4X, 4Y, 4Z, 4AA, 4AB, 4AC, 4AD, 4AE, 4AF, 4AG, 4AH, 4AI, 4AJ, 4AK, 4AL, 4AM, 4AN, 4AO, 4AP, 4AQ, 4AR, 4AS, 4AT, 4AU, 4AV, 4AW, 4AX, 4AY, 4AZ, 4BA, 4BB, 4BC, 4BD, 4BE, 4BF, 4BG, 4BH, 4BI, 4BJ, 4BK, 4BL, 4BM, 4BN, 4BO, 4BP, 4BQ, 4BR, 4BS, 4BT, 4BU, 4BV, 4BW, 4BX, 4BY, 4BZ, 4CA, 4CB, 4CC, 4CD, 4CE, 4CF, 4CG, 4CH, 4CI, 4CJ, 4CK, 4CL, 4CM, 4CN, 4CO, 4CP, 4CQ, 4CR, 4CS, 4CT, 4CU, 4CV, 4CW, 4CX, 4CY, 4CZ, 4DA, 4DB, 4DC, 4DD, 4DE, 4DF, 4DG, 4DH, 4DI, 4DJ, 4DK, 4DL, 4DM, 4DN, 4DO, 4DP, 4DQ, 4DR, 4DS, 4DT, 4DU, 4DV, 4DW, 4DX, 4DY, 4DZ, 4EA, 4EB, 4EC, 4ED, 4EE, 4EF, 4EG, 4EH, 4EI, 4EJ, 4EK, 4EL, 4EM, 4EN, 4EO, 4EP, 4EQ, 4ER, 4ES, 4ET, 4EU, 4EV, 4EW, 4EX, 4EY, 4EZ, 4FA, 4FB, 4FC, 4FD, 4FE, 4FF, 4FG, 4FH, 4FI, 4FJ, 4FK, 4FL, 4FM, 4FN, 4FO, 4FP, 4FQ, 4FR, 4FS, 4FT, 4FU, 4FV, 4FW, 4FX, 4FY, 4FZ, 4GA, 4GB, 4GC, 4GD, 4GE, 4GF, 4GG, 4GH, 4GI, 4GJ, 4GK, 4GL, 4GM, 4GN, 4GO, 4GP, 4GQ, 4GR, 4GS, 4GT, 4GU, 4GV, 4GW, 4GX, 4GY, 4GZ, 4HA, 4HB, 4HC, 4HD, 4HE, 4HF, 4HG, 4HH, 4HI, 4HJ, 4HK, 4HL, 4HM, 4HN, 4HO, 4HP, 4HQ, 4HR, 4HS, 4HT, 4HU, 4HV, 4HW, 4HX, 4HY, 4HZ, 4IA, 4IB, 4IC, 4ID, 4IE, 4IF, 4IG, 4IH, 4II, 4IJ, 4IK, 4IL, 4IM, 4IN, 4IO, 4IP, 4IQ, 4IR, 4IS, 4IT, 4IU, 4IV, 4IW, 4IX, 4IY, 4IZ, 4JA, 4JB, 4JC, 4JD, 4JE, 4JF, 4JG, 4JH, 4JI, 4JJ, 4JK, 4JL, 4JM, 4JN, 4JO, 4JP, 4JQ, 4JR, 4JS, 4JT, 4JU, 4JV, 4JW, 4JX, 4JY, 4JZ, 4KA, 4KB, 4KC, 4KD, 4KE, 4KF, 4KG, 4KH, 4KI, 4KJ, 4KK, 4KL, 4KM, 4KN, 4KO, 4KP, 4KQ, 4KR, 4KS, 4KT, 4KU, 4KV, 4KW, 4KX, 4KY, 4KZ, 4LA, 4LB, 4LC, 4LD, 4LE, 4LF, 4LG, 4LH, 4LI, 4LJ, 4LK, 4LL, 4LM, 4LN, 4LO, 4LP, 4LQ, 4LR, 4LS, 4LT, 4LU, 4LV, 4LW, 4LX, 4LY, 4LZ, 4MA, 4MB, 4MC, 4MD, 4ME, 4MF, 4MG, 4MH, 4MI, 4MJ, 4MK, 4ML, 4MM, 4MN, 4MO, 4MP, 4MQ, 4MR, 4MS, 4MT, 4MU, 4MV, 4MW, 4MX, 4MY, 4MZ, 4NA, 4NB, 4NC, 4ND, 4NE, 4NF, 4NG, 4NH, 4NI, 4NJ, 4NK, 4NL, 4NM, 4NN, 4NO, 4NP, 4NQ, 4NR, 4NS, 4NT, 4NU, 4NV, 4NW, 4NX, 4NY, 4NZ, 4OA, 4OB, 4OC, 4OD, 4OE, 4OF, 4OG, 4OH, 4OI, 4OJ, 4OK, 4OL, 4OM, 4ON, 4OO, 4OP, 4OQ, 4OR, 4OS, 4OT, 4OU, 4OV, 4OW, 4OX, 4OY, 4OZ, 4PA, 4PB, 4PC, 4PD, 4PE, 4PF, 4PG, 4PH, 4PI, 4PJ, 4PK, 4PL, 4PM, 4PN, 4PO, 4PP, 4PQ, 4PR, 4PS, 4PT, 4PU, 4PV, 4PW, 4PX, 4PY, 4PZ, 4QA, 4QB, 4QC, 4QD, 4QE, 4QF, 4QG, 4QH, 4QI, 4QJ, 4QK, 4QL, 4QM, 4QN, 4QO, 4QP, 4QQ, 4QR, 4QS, 4QT, 4QU, 4QV, 4QW, 4QX, 4QY, 4QZ, 4RA, 4RB, 4RC, 4RD, 4RE, 4RF, 4RG, 4RH, 4RI, 4RJ, 4RK, 4RL, 4RM, 4RN, 4RO, 4RP, 4RQ, 4RR, 4RS, 4RT, 4RU, 4RV, 4RW, 4RX, 4RY, 4RZ, 4SA, 4SB, 4SC, 4SD, 4SE, 4SF, 4SG, 4SH, 4SI, 4SJ, 4SK, 4SL, 4SM, 4SN, 4SO, 4SP, 4SQ, 4SR, 4SS, 4ST, 4SU, 4SV, 4SW, 4SX, 4SY, 4SZ, 4TA, 4TB, 4TC, 4TD, 4TE, 4TF, 4TG, 4TH, 4TI, 4TJ, 4TK, 4TL, 4TM, 4TN, 4TO, 4TP, 4TQ, 4TR, 4TS, 4TT, 4TU, 4TV, 4TW, 4TX, 4TY, 4TZ, 4UA, 4UB, 4UC, 4UD, 4UE, 4UF, 4UG, 4UH, 4UI, 4UJ, 4UK, 4UL, 4UM, 4UN, 4UO, 4UP, 4UQ, 4UR, 4US, 4UT, 4UU, 4UV, 4UW, 4UX, 4UY, 4UZ, 4VA, 4VB, 4VC, 4VD, 4VE, 4VF, 4VG, 4VH, 4VI, 4VJ, 4VK, 4VL, 4VM, 4VN, 4VO, 4VP, 4VQ, 4VR, 4VS, 4VT, 4VU, 4VV, 4VW, 4VX, 4VY, 4VZ, 4WA, 4WB, 4WC, 4WD, 4WE, 4WF, 4WG, 4WH, 4WI, 4WJ, 4WK, 4WL, 4WM, 4WN, 4WO, 4WP, 4WQ, 4WR, 4WS, 4WT, 4WU, 4WV, 4WW, 4WX, 4WY, 4WZ, 4XA, 4XB, 4XC, 4XD, 4XE, 4XF, 4XG, 4XH, 4XI, 4XJ, 4XK, 4XL, 4XM, 4XN, 4XO, 4XP, 4XQ, 4XR, 4XS, 4XT, 4XU, 4XV, 4XW, 4XX, 4XY, 4XZ, 4YA, 4YB, 4YC, 4YD, 4YE, 4YF, 4YG, 4YH, 4YI, 4YJ, 4YK, 4YL, 4YM, 4YN, 4YO, 4YP, 4YQ, 4YR, 4YS, 4YT, 4YU, 4YV, 4YW, 4YX, 4YY, 4YZ, 4ZA, 4ZB, 4ZC, 4ZD, 4ZE, 4ZF, 4ZG, 4ZH, 4ZI, 4ZJ, 4ZK, 4ZL, 4ZM, 4ZN, 4ZO, 4ZP, 4ZQ, 4ZR, 4ZS, 4ZT, 4ZU, 4ZV, 4ZW, 4ZX, 4ZY, 4ZZ, 4AA, 4AB, 4AC, 4AD, 4AE, 4AF, 4AG, 4AH, 4AI, 4AJ, 4AK, 4AL, 4AM, 4AN, 4AO, 4AP, 4AQ, 4AR, 4AS, 4AT, 4AU, 4AV, 4AW, 4AX, 4AY, 4AZ, 4BA, 4BB, 4BC, 4BD, 4BE, 4BF, 4BG, 4BH, 4BI, 4BJ, 4BK, 4BL, 4BM, 4BN, 4BO, 4BP, 4BQ, 4BR, 4BS, 4BT, 4BU, 4BV, 4BW, 4BX, 4BY, 4BZ, 4CA, 4CB, 4CC, 4CD, 4CE, 4CF, 4CG, 4CH, 4CI, 4CJ, 4CK, 4CL, 4CM, 4CN, 4CO, 4CP, 4CQ, 4CR, 4CS, 4CT, 4CU, 4CV, 4CW, 4CX, 4CY, 4CZ, 4DA, 4DB, 4DC, 4DD, 4DE, 4DF, 4DG, 4DH, 4DI, 4DJ, 4DK, 4DL, 4DM, 4DN, 4DO, 4DP, 4DQ, 4DR, 4DS, 4DT, 4DU, 4DV, 4DW, 4DX, 4DY, 4DZ, 4EA, 4EB, 4EC, 4ED, 4EE, 4EF, 4EG, 4EH, 4EI, 4EJ, 4EK, 4EL, 4EM, 4EN, 4EO, 4EP, 4EQ, 4ER, 4ES, 4ET, 4EU, 4EV, 4EW, 4EX, 4EY, 4EZ, 4FA, 4FB, 4FC, 4FD, 4FE, 4FF, 4FG, 4FH, 4FI, 4FJ, 4FK, 4FL, 4FM, 4FN, 4FO, 4FP, 4FQ, 4FR, 4FS, 4FT, 4FU, 4FV, 4FW, 4FX, 4FY, 4FZ, 4GA, 4GB, 4GC, 4GD, 4GE, 4GF, 4GG, 4GH, 4GI, 4GJ, 4GK, 4GL, 4GM, 4GN, 4GO, 4GP, 4GQ, 4GR, 4GS, 4GT, 4GU, 4GV, 4GW, 4GX, 4GY, 4GZ, 4HA, 4HB, 4HC, 4HD, 4HE, 4HF, 4HG, 4HH, 4HI, 4HJ, 4HK, 4HL, 4HM, 4HN, 4HO, 4HP, 4HQ, 4HR, 4HS, 4HT, 4HU, 4HV, 4HW, 4HX, 4HY, 4HZ, 4IA, 4IB, 4IC, 4ID, 4IE, 4IF, 4IG, 4IH, 4II, 4IJ, 4IK, 4IL, 4IM, 4IN, 4IO, 4IP, 4IQ, 4IR, 4IS, 4IT, 4IU, 4IV, 4IW, 4IX, 4IY, 4IZ, 4JA, 4JB, 4JC, 4JD, 4JE, 4JF, 4JG, 4JH, 4JI, 4JJ, 4JK, 4JL, 4JM, 4JN, 4JO, 4JP, 4JQ, 4JR, 4JS, 4JT, 4JU, 4JV, 4JW, 4JX, 4JY, 4JZ, 4KA, 4KB, 4KC, 4KD, 4KE, 4KF, 4KG, 4KH, 4KI, 4KJ, 4KK, 4KL, 4KM, 4KN, 4KO, 4KP, 4KQ, 4KR, 4KS, 4KT, 4KU, 4KV, 4KW, 4KX, 4KY, 4KZ, 4LA, 4LB, 4LC, 4LD, 4LE, 4LF, 4LG, 4LH, 4LI, 4LJ, 4LK, 4LL, 4LM, 4LN, 4LO, 4LP, 4LQ, 4LR, 4LS, 4LT, 4LU, 4LV, 4LW, 4LX, 4LY, 4LZ, 4MA, 4MB, 4MC, 4MD, 4ME, 4MF, 4MG, 4MH, 4MI, 4MJ, 4MK, 4ML, 4MM, 4MN, 4MO, 4MP, 4MQ, 4MR, 4MS, 4MT, 4MU, 4MV, 4MW, 4MX, 4MY, 4MZ, 4NA, 4NB, 4NC, 4ND, 4NE, 4NF, 4NG, 4NH, 4NI, 4NJ, 4NK, 4NL, 4NM, 4NN, 4NO, 4NP, 4NQ, 4NR, 4NS, 4NT, 4NU, 4NV, 4NW, 4NX, 4NY, 4NZ, 4OA, 4OB, 4OC, 4OD, 4OE, 4OF, 4OG, 4OH, 4OI, 4OJ, 4OK, 4OL, 4OM, 4ON, 4OO, 4OP, 4OQ, 4OR, 4OS, 4OT, 4OU, 4OV, 4OW, 4OX, 4OY, 4OZ, 4PA, 4PB, 4PC, 4PD, 4PE, 4PF, 4PG, 4PH, 4PI, 4PJ, 4PK, 4PL, 4PM, 4PN, 4PO, 4PP, 4PQ, 4PR, 4PS, 4PT, 4PU, 4PV, 4PW, 4PX, 4PY, 4PZ, 4QA, 4QB, 4QC, 4QD, 4QE, 4QF, 4QG, 4QH, 4QI, 4QJ, 4QK, 4QL, 4QM, 4QN, 4QO, 4QP, 4QQ, 4QR, 4QS, 4QT, 4QU, 4QV, 4QW, 4QX, 4QY, 4QZ, 4RA, 4RB, 4RC, 4RD, 4RE, 4RF, 4RG, 4RH, 4RI, 4RJ, 4RK, 4RL, 4RM, 4RN, 4RO, 4RP, 4RQ, 4RR, 4RS, 4RT, 4RU, 4RV, 4RW, 4RX, 4RY, 4RZ, 4SA, 4SB, 4SC, 4SD, 4SE, 4SF, 4SG, 4SH, 4SI, 4SJ, 4SK, 4SL, 4SM, 4SN, 4SO, 4SP, 4SQ, 4SR, 4SS, 4ST, 4SU, 4SV, 4SW, 4SX, 4SY, 4SZ, 4TA, 4TB, 4TC, 4TD, 4TE, 4TF, 4TG, 4TH, 4TI, 4TJ, 4TK, 4TL, 4TM, 4TN, 4TO, 4TP, 4TQ, 4TR, 4TS, 4TT, 4TU, 4TV, 4TW, 4TX, 4TY, 4TZ, 4UA, 4UB, 4UC, 4UD, 4UE, 4UF, 4UG, 4UH, 4UI, 4UJ, 4UK, 4UL, 4UM, 4UN, 4UO, 4UP, 4UQ, 4UR, 4US, 4UT, 4UU, 4UV, 4UW, 4UX, 4UY, 4UZ, 4VA, 4VB, 4VC, 4VD, 4VE, 4VF, 4VG, 4VH, 4VI, 4VJ, 4VK, 4VL, 4VM, 4VN, 4VO, 4VP, 4VQ, 4VR, 4VS, 4VT, 4VU, 4VV, 4VW, 4VX, 4VY, 4VZ, 4WA, 4WB, 4WC, 4WD, 4WE, 4WF, 4WG, 4WH, 4WI, 4WJ, 4WK, 4WL, 4WM, 4WN, 4WO, 4WP, 4WQ, 4WR, 4WS, 4WT, 4WU, 4WV, 4WW, 4WX, 4WY, 4WZ, 4XA, 4XB, 4XC, 4XD, 4XE, 4XF, 4XG, 4XH, 4XI, 4XJ, 4XK, 4XL, 4XM, 4XN, 4XO, 4XP, 4XQ, 4XR, 4XS, 4XT, 4XU, 4XV, 4XW, 4XX, 4XY, 4XZ, 4YA, 4YB, 4YC, 4YD, 4YE, 4YF, 4YG, 4YH, 4YI, 4YJ, 4YK, 4YL, 4YM, 4YN, 4YO, 4YP, 4YQ, 4YR, 4YS, 4YT, 4YU, 4YV, 4YW, 4YX, 4YY, 4YZ, 4ZA, 4ZB, 4ZC, 4ZD, 4ZE, 4ZF, 4ZG, 4ZH, 4ZI, 4ZJ, 4ZK, 4ZL, 4ZM, 4ZN, 4ZO, 4ZP, 4ZQ, 4ZR, 4ZS, 4ZT, 4ZU, 4ZV, 4ZW, 4ZX, 4ZY, 4ZZ, 4AA, 4AB, 4AC, 4AD, 4AE, 4AF, 4AG, 4AH, 4AI, 4AJ, 4AK, 4AL, 4AM, 4AN, 4AO, 4AP, 4AQ, 4AR, 4AS, 4AT, 4AU, 4AV, 4AW, 4AX, 4AY, 4AZ, 4BA, 4BB, 4BC, 4BD, 4BE, 4BF, 4BG, 4BH, 4BI, 4BJ, 4BK, 4BL, 4BM, 4BN, 4BO, 4BP, 4BQ, 4BR, 4BS, 4BT, 4BU, 4BV, 4BW, 4BX, 4BY, 4BZ, 4CA, 4CB, 4CC, 4CD, 4CE, 4CF, 4CG, 4CH, 4CI, 4CJ, 4CK, 4CL, 4CM, 4CN, 4CO, 4CP, 4CQ, 4CR, 4CS, 4CT, 4CU, 4CV, 4CW, 4CX, 4CY, 4CZ, 4DA, 4DB, 4DC, 4DD, 4DE, 4DF, 4DG, 4DH, 4DI, 4DJ, 4DK, 4DL, 4DM, 4DN, 4DO, 4DP, 4DQ, 4DR, 4DS, 4DT, 4DU, 4DV, 4DW, 4DX, 4DY, 4DZ, 4EA, 4EB, 4EC, 4ED, 4EE, 4EF, 4EG, 4EH, 4EI, 4EJ, 4EK, 4EL, 4EM, 4EN, 4EO, 4EP, 4EQ, 4ER, 4ES, 4ET, 4EU, 4EV, 4EW, 4EX, 4EY, 4EZ, 4FA, 4FB, 4FC, 4FD, 4FE, 4FF, 4FG, 4FH, 4FI, 4FJ, 4FK, 4FL, 4FM, 4FN, 4FO, 4FP, 4FQ, 4FR, 4FS, 4FT, 4FU, 4FV, 4FW, 4FX, 4FY, 4FZ, 4GA, 4GB, 4GC, 4GD, 4GE, 4GF, 4GG, 4GH, 4GI, 4GJ, 4GK, 4GL, 4GM, 4GN, 4GO, 4GP, 4GQ, 4GR, 4GS, 4GT, 4GU, 4GV, 4GW, 4GX, 4GY, 4GZ, 4HA, 4HB, 4HC, 4HD, 4HE, 4HF, 4HG, 4HH, 4HI, 4HJ, 4HK, 4HL, 4HM, 4HN, 4HO, 4HP, 4HQ, 4HR, 4HS, 4HT, 4HU, 4HV, 4HW, 4HX, 4HY, 4HZ, 4IA, 4IB, 4IC, 4ID, 4IE, 4IF, 4IG, 4IH, 4II, 4IJ, 4IK, 4IL, 4IM, 4IN, 4IO, 4IP, 4IQ, 4IR, 4IS, 4IT, 4IU, 4IV, 4IW, 4IX, 4IY, 4IZ, 4JA, 4JB, 4JC, 4JD, 4JE, 4JF, 4JG, 4JH, 4JI, 4JJ, 4JK, 4JL, 4JM, 4JN, 4JO, 4JP, 4JQ, 4JR, 4JS, 4JT, 4JU, 4JV, 4JW, 4JX, 4JY, 4JZ, 4KA, 4KB, 4KC, 4KD, 4KE, 4KF, 4KG, 4KH, 4KI, 4KJ, 4KK, 4KL, 4KM, 4KN, 4KO, 4KP, 4KQ, 4KR, 4KS, 4KT, 4KU, 4KV, 4KW, 4KX, 4KY, 4KZ, 4LA, 4LB, 4LC, 4LD, 4LE, 4LF, 4LG, 4LH, 4LI, 4LJ, 4LK, 4LL, 4LM, 4LN, 4LO, 4LP, 4LQ, 4LR, 4LS, 4LT, 4LU, 4LV, 4LW, 4LX, 4LY, 4LZ, 4MA, 4MB, 4MC, 4MD, 4ME, 4MF, 4MG, 4MH, 4MI, 4MJ, 4MK, 4ML, 4MM, 4MN, 4MO, 4MP, 4MQ, 4MR, 4MS, 4MT, 4MU, 4MV, 4MW, 4MX, 4MY, 4MZ, 4NA, 4NB, 4NC, 4ND, 4NE, 4NF, 4NG, 4NH, 4NI, 4NJ, 4NK, 4NL, 4NM, 4NN, 4NO, 4NP, 4NQ, 4NR, 4NS, 4NT, 4NU, 4NV, 4NW, 4NX, 4NY, 4NZ, 4OA, 4OB, 4OC, 4OD, 4OE, 4OF, 4OG, 4OH, 4OI, 4OJ, 4OK, 4OL, 4OM, 4ON, 4OO, 4OP, 4OQ, 4OR, 4OS, 4OT, 4OU, 4OV, 4OW, 4OX, 4OY, 4OZ, 4PA, 4PB, 4PC, 4PD, 4PE, 4PF, 4PG, 4PH, 4PI, 4PJ, 4PK, 4PL, 4PM, 4PN, 4PO, 4PP, 4PQ, 4PR, 4PS, 4PT, 4PU, 4PV, 4PW, 4PX, 4PY, 4PZ, 4QA, 4QB, 4QC, 4QD, 4QE, 4QF, 4QG, 4QH, 4QI, 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PHASE 4 LEGAL DESCRIPTION:

A PORTION OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE OCCUPIED SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, THENCE RUN S01°02'54"E A DISTANCE OF 190.22 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 14, THENCE S89°03'28"W ALONG THE OCCUPIED NORTHERLY LINE OF TOMOKA FARMS, AS RECORDED IN MAP BOOK 6, PAGE 192, AND RECORDED IN MAP BOOK 22, PAGES 168 AND 169, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE RUN THE FOLLOWING FOUR COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE: N15°05'23"W A DISTANCE OF 833.38 FEET; N10°24'44"W A DISTANCE OF 222.61 FEET; N06°44'08"W A DISTANCE OF 224.69 FEET; N02°25'05"W A DISTANCE OF 268.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE 50 FOOT UNIMPROVED, PLATTED ROAD DIVIDING BLOCKS 1 AND 2 OF PLAT NUMBER ONE OF CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 89, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE N89°25'54"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 48.09 FEET TO A POINT ON A LINE LYING 100 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF SAID TOMOKA FARMS ROAD, THENCE N05°38'01"W ALONG SAID PARALLEL LINE, A DISTANCE OF 50.20 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID UNIMPROVED ROAD, THENCE S89°25'54"E ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 48.84 FEET TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF TOMOKA FARMS ROAD, THENCE RUN THE FOLLOWING TWO COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE: N05°25'50"W A DISTANCE OF 115.84 FEET; THENCE N05°29'48"W A DISTANCE OF 406.81 FEET FOR A POINT OF BEGINNING, THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: N05°29'48"W A DISTANCE OF 79.04 FEET; N05°40'09"W A DISTANCE OF 48.00 FEET; N05°33'14"W A DISTANCE OF 324.85 FEET TO THE SOUTH LINE OF THE UNIMPROVED 50 FOOT ROAD RIGHT-OF-WAY BETWEEN BLOCKS 2 AND 3 OF SAID PLAT NUMBER ONE OF CRAIG FARMS, THENCE N89°29'00"E ALONG SAID SOUTH LINE, A DISTANCE OF 156.15 FEET; THENCE S00°32'42"E A DISTANCE OF 374.00 FEET; THENCE N89°29'00"E A DISTANCE OF 169.24 FEET; THENCE S00°32'42"E A DISTANCE OF 608.39 FEET; THENCE N89°29'00"E A DISTANCE OF 202.10 FEET TO A POINT OF CURVATURE ON A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 2165.94 FEET, A CHORD BEARING OF S87°23'37"W, A CHORD DISTANCE OF 222.08 FEET; RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°52'38", A DISTANCE OF 222.18 FEET; THENCE S84°30'32"W A DISTANCE OF 390.95 FEET; THENCE N05°29'48"W A DISTANCE OF 18.91 FEET; THENCE N05°13'20"W A DISTANCE OF 64.95 FEET; THENCE N03°49'39"W A DISTANCE OF 68.00 FEET; THENCE N11°38'44"W A DISTANCE OF 56.65 FEET; THENCE N02°42'20"W A DISTANCE OF 60.58 FEET; THENCE N08°17'42"E A DISTANCE OF 86.28 FEET; THENCE N07°16'34"W A DISTANCE OF 20.50 FEET; THENCE S89°34'09"W A DISTANCE OF 335.62 FEET TO THE POINT OF BEGINNING.

ALL OF SAID LANDS SITUATE, LYING AND BEING IN VOLUSIA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS:

A PORTION OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE OCCUPIED SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, THENCE RUN S01°02'54"E A DISTANCE OF 190.22 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 14, THENCE S89°03'28"W ALONG THE OCCUPIED NORTHERLY LINE OF TOMOKA FARMS, AS RECORDED IN MAP BOOK 6, PAGE 192, AND RECORDED IN MAP BOOK 22, PAGES 168 AND 169, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND ITS EASTERLY EXTENSION THEREOF, A DISTANCE OF 2596.88 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TOMOKA FARMS ROAD, PER ROAD BOOK 1, PAGE 26, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE RUN THE FOLLOWING FOUR COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE: N16°08'29"W A DISTANCE OF 833.38 FEET; N10°24'44"W A DISTANCE OF 222.61 FEET; N06°44'08"W A DISTANCE OF 224.69 FEET; N02°25'05"W A DISTANCE OF 267.93 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE 50 FOOT UNIMPROVED, PLATTED ROAD DIVIDING BLOCKS 1 AND 2 OF PLAT NUMBER ONE OF CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 89, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE N89°25'54"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 48.09 FEET TO A POINT ON A LINE LYING 100 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF SAID TOMOKA FARMS ROAD, THENCE N05°38'01"W ALONG SAID PARALLEL LINE, A DISTANCE OF 50.20 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID UNIMPROVED ROAD, THENCE S89°25'54"E ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 48.84 FEET TO THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF TOMOKA FARMS ROAD, THENCE RUN THE FOLLOWING TWO COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE: N05°25'50"W A DISTANCE OF 115.84 FEET; THENCE N05°29'48"W A DISTANCE OF 406.81 FEET FOR A POINT OF BEGINNING, THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: N05°29'48"W A DISTANCE OF 79.04 FEET; N05°40'09"W A DISTANCE OF 48.00 FEET; N05°33'14"W A DISTANCE OF 324.85 FEET TO THE SOUTH LINE OF THE UNIMPROVED 50 FOOT ROAD RIGHT-OF-WAY BETWEEN BLOCKS 2 AND 3 OF SAID PLAT NUMBER ONE OF CRAIG FARMS, THENCE N89°29'00"E ALONG SAID SOUTH LINE, A DISTANCE OF 156.15 FEET; THENCE S00°32'42"E A DISTANCE OF 374.00 FEET; THENCE N89°29'00"E A DISTANCE OF 169.24 FEET; THENCE S00°32'42"E A DISTANCE OF 608.39 FEET; THENCE N89°29'00"E A DISTANCE OF 202.29 FEET TO A POINT OF CURVATURE ON A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 2165.94 FEET, A CHORD BEARING OF S87°23'37"W, A CHORD DISTANCE OF 222.08 FEET; RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0°52'38", A DISTANCE OF 222.18 FEET; THENCE S84°30'32"W A DISTANCE OF 390.95 FEET; THENCE N05°29'48"W A DISTANCE OF 18.91 FEET; THENCE N05°13'20"W A DISTANCE OF 64.95 FEET; THENCE N03°49'39"W A DISTANCE OF 68.00 FEET; THENCE N11°38'44"W A DISTANCE OF 56.65 FEET; THENCE N02°42'20"W A DISTANCE OF 60.58 FEET; THENCE N08°17'42"E A DISTANCE OF 86.28 FEET; THENCE N07°16'34"W A DISTANCE OF 20.50 FEET; THENCE S89°34'09"W A DISTANCE OF 335.62 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,120,892 SQUARE FEET OR 25.752 ACRES MORE OR LESS.

RECEIVED
8-16-18

CITY OF PORT ORANGE
Community Development

REVISED

WESTPORT RESERVE (PHASE 4)

City of Port Orange, Florida FINAL SITE ENGINEERING PLANS May 2018

Parcel ID. Number
6214-01-01-0014

Developer / Applicant / Owner

WESTPORT RESERVE, LLC
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ALTA MONTE SPRINGS, FLORIDA 32701
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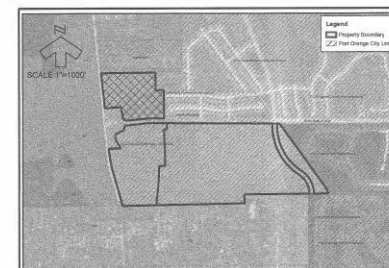


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ENGINEERING BUSINESS 4754

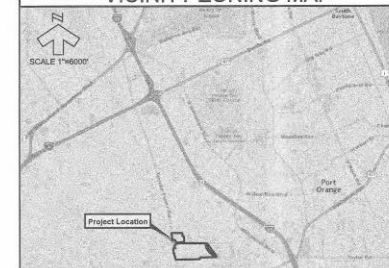
WESTPORT RESERVE
(PHASE 4)

CITY OF PORT ORANGE, FLORIDA

SEAL



VICINITY ZONING MAP



SITE LOCATION

THIS IS TO CERTIFY THAT THE ROADWAY CONSTRUCTION PLANS AND SPECIFICATIONS AS CONTAINED HEREIN WERE DESIGNED TO APPLICABLE STANDARDS AS SET FORTH IN THE "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" AS PREPARED BY FLORIDA DEPARTMENT OF TRANSPORTATION.

REVISIONS

No.	DATE	BY	Description
1	7-10-18	KJK	REV PER CITY
2	12-20-17	KJK	REV LAYOUT & GRADING
3	11-3-17	KJK	REV PER CITY
4	10-3-17	KJK	REV PER CITY
5	8-14-17	KJK	REV PER CITY
6	7-21-17	KJK	REV PER GA

PROJECT

PROJECT #00083136

DRAWN BY

KJK

CHECKED BY

DMV

DATE

MAY 2018

DATUM

NAVD 88

TITLE

COVER SHEET

PROJECT: CC 1(Final)SF Phase 4

SHEET NO.

C01

Vol. 1 of 12

5

5

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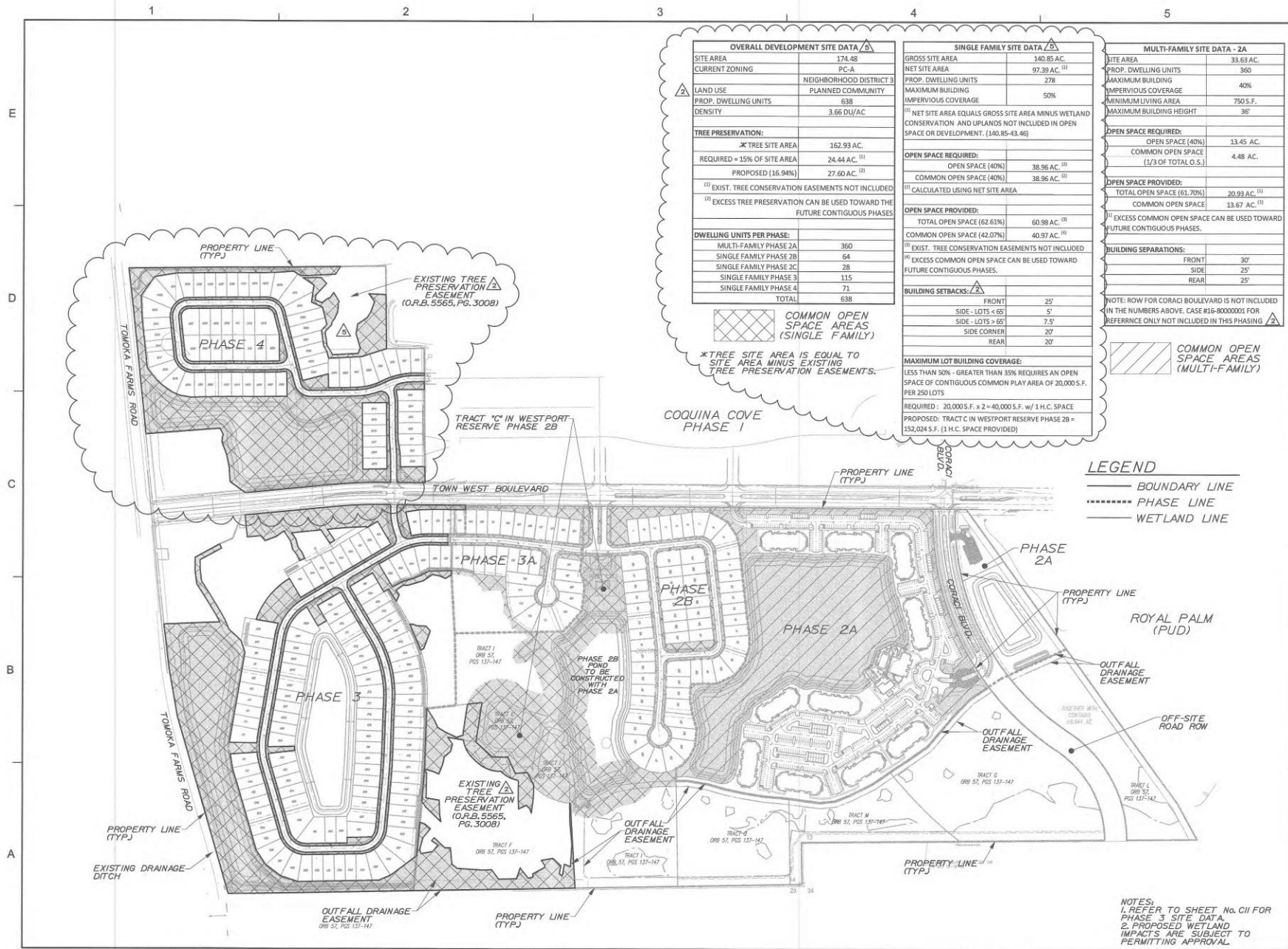
- R. S.
-
- ING

22

3. PRIOR TO INITIATING ANY EXCAVATION (INCLUDING BUT NOT LIMITED TO TUNNELS, DITCHES, STORM WATER POND, CANALS, ARTIFICIAL LAKES) CONTRACTOR SHALL INSTALL SAFETY FENCING AND TAKE ALL OTHER REASONABLE AND PRUDENT STEPS TO INSURE THAT ACCESS

- AND CONNECTIONS. HOWEVER, HYDRANTS MUST BE IN COMPLIANCE WITH HYDRANT SPACING, LOCATION, DISTRIBUTION, COLOR

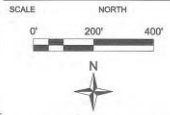
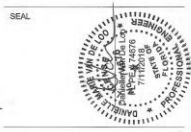
C02



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WESTPORT RESERVE
(PHASE 4)

CITY OF PORT ORANGE, FLORIDA



REVISIONS				
No.	DATE	BY	DESCRIPTION	
1	12-20-17	KJK	REV LAYOUT & GRADING	
2	5-14-17	KJK	REV PER CITY	

PROJECT # PROJECT #00083136
DRAWN BY KJK
APPROVED BY DMV
CHECKED BY DMV
DATE MAY 2018
DATUM NAVD 88
TITLE
OVERALL DEVELOPMENT PLAN
PROJECT: CC 1/FinalSP Phase 4
SHEET NO.

C04

LEGEND

— BOUNDARY LINE
 - - - - - PHASE LINE

NOTE: Δ EXCESS AREAS SUITABLE FOR TREE PRESERVATION WITHIN EXISTING PHASES ARE USED TO MEET TREE PRESERVATION REQUIREMENTS BASED ON OVERALL DEVELOPMENT FOOTPRINT (162.93 AC.).

TREE PRESERVATION Δ	
TREE SITE AREA* (EXCLUDES TREE PRESERVATION EASEMENTS)	162.93 AC.
REQUIRED 15% OF SITE	24.44 AC.
PROPOSED (16.94%)	27.60 AC.
PHASE 2A AREA	33.63 AC.
REQUIRED 15% OF SITE	5.04 AC.
PERMITTED (15.05%)	5.06 AC.
PHASE 2B AREA (EXCLUDES TREE PRESERVATION EASEMENT)	54.28 AC.
REQUIRED 15% OF SITE	8.14 AC.
PERMITTED (15.46%)	8.39 AC.
PHASE 2C AREA	7.46 AC.
REQUIRED 15% OF SITE	1.12 AC.
PERMITTED (16.49%)	1.23 AC.
PHASE 3 AREA	43.48 AC.
REQUIRED 15% OF SITE	6.52 AC.
PROPOSED (16.2%)	7.01 AC.
PHASE 4 AREA (EXCLUDES TREE PRESERVATION EASEMENT)	24.08 AC.
REQUIRED 15% OF SITE	3.61 AC.
PROPOSED (24.50%) ON-SITE & OFF-SITE	5.90 AC.

*TREE SITE IS EQUAL TO THE TOTAL SITE AREA MINUS THE EXISTING TREE PRESERVATION EASEMENTS. (174.48-11.55 = 162.93)



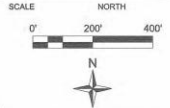
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 ENGINEERING BUSINESS 4794

WESTPORT RESERVE (PHASE 4)

CITY OF PORT ORANGE, FLORIDA

SEAL

7/11/2018

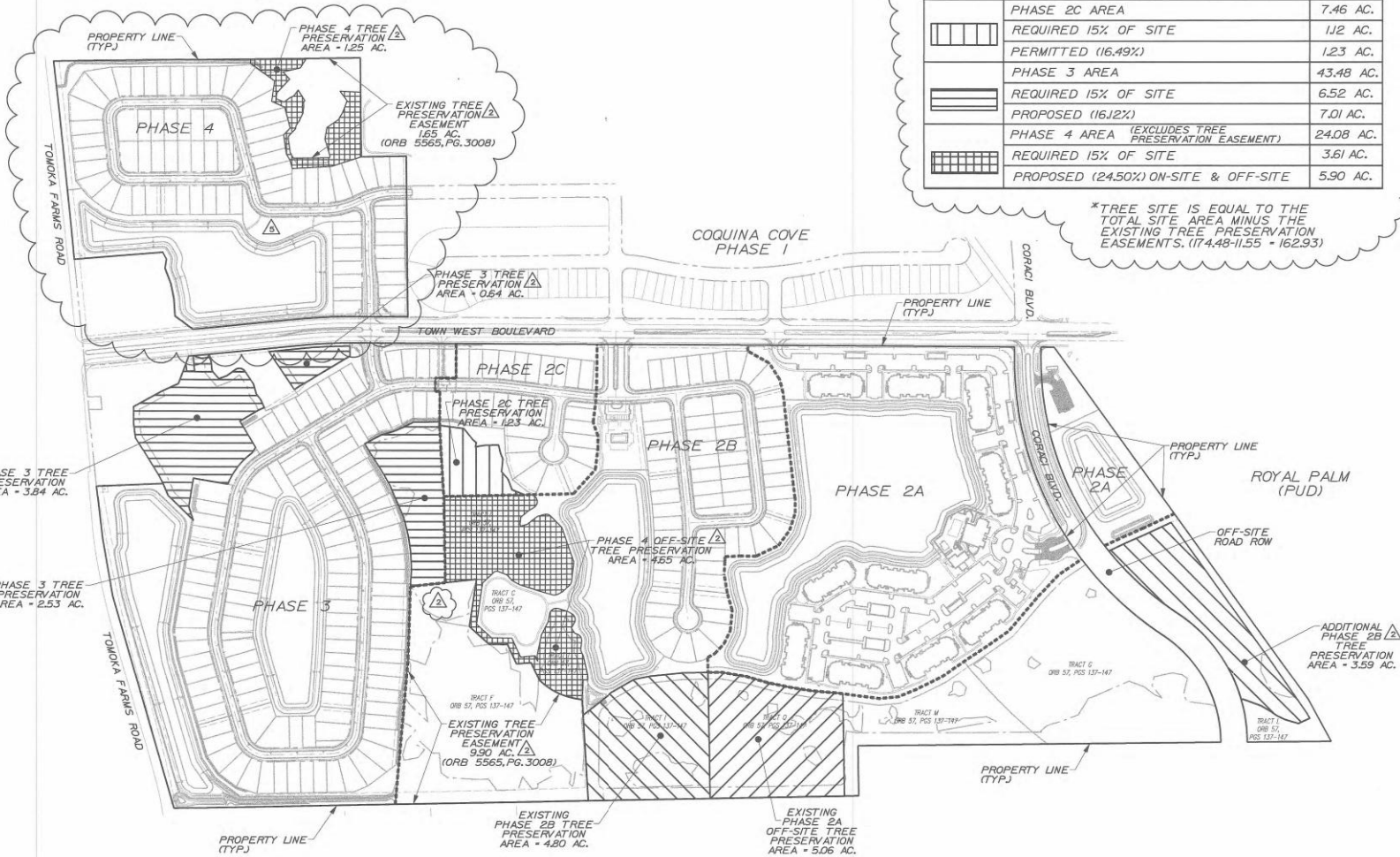


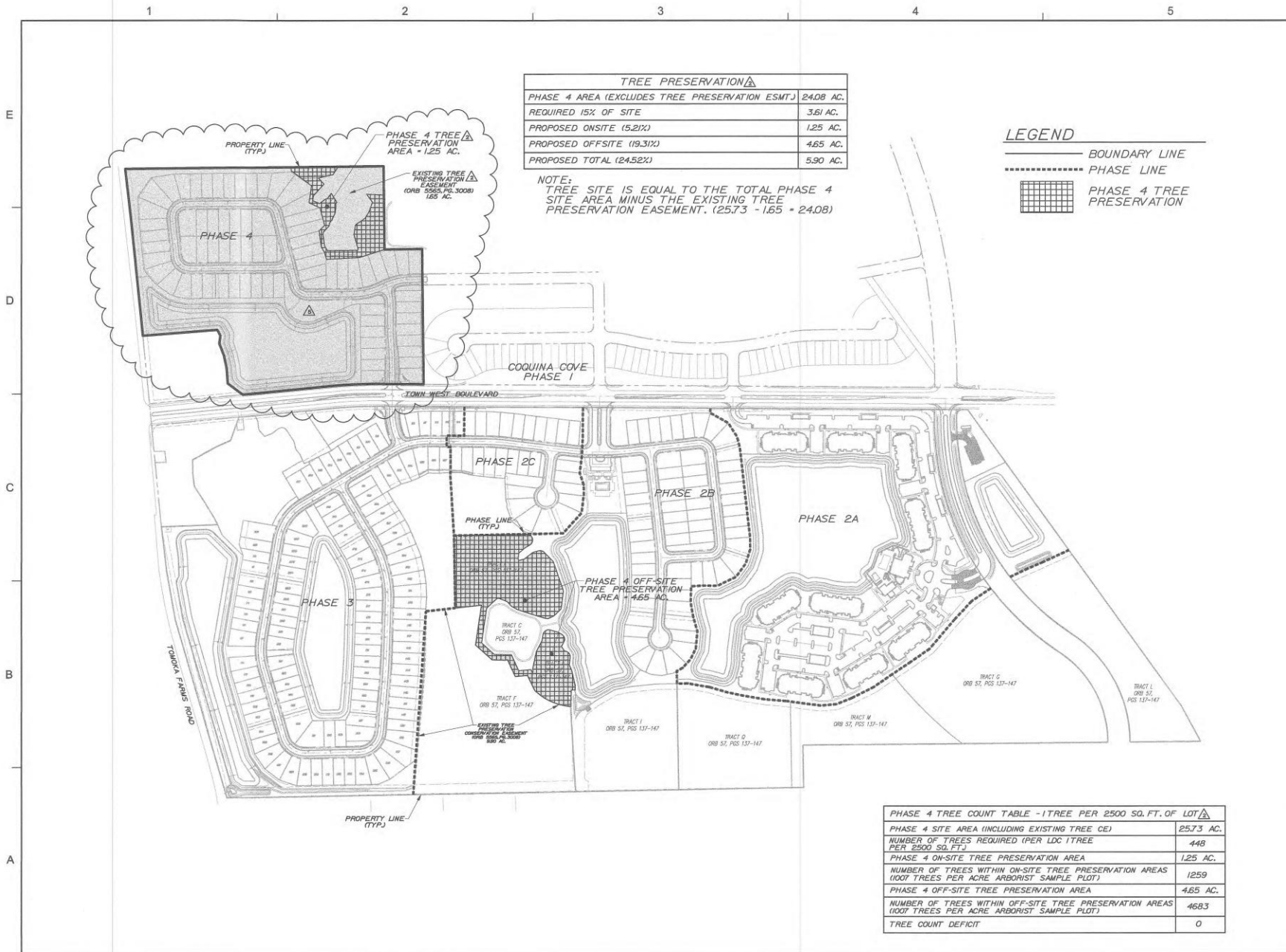
REVISIONS			
No.	DATE	BY	Description
1	12-20-17	KJK	REV LAYOUT & DRAWING
2	8-14-17	KJK	REV PER CITY

PROJECT #	PROJECT #00083136
DRAWN BY	KJK
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 88

TITLE
OVERALL TREE PRESERVATION PLAN
 PROJECT: CC 11FinalSP Phase 4
 SHEET NO.

C05





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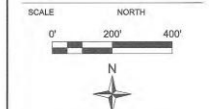
WESTPORT RESERVE
(PHASE 4)

CITY OF PORT ORANGE, FLORIDA

SEAL

7/11/2018

KEY PLAN



REVISIONS				
No.	DATE	BY	DESCRIPTION	
1	12-20-17	KJK	REV LAYOUT & DRAINAGE	
2	8-14-17	KJK	REV PER CITY	

PROJECT #	PROJECT #80083136
DRAWN BY	KJK
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 83

TITLE
**PHASE 4
TREE
PRESERVATION
PLAN**

PROJECT: CC 19FinalSP Phase 4

SHEET NO.

C06

WESTPORT RESERVE
(PHASE 4)

CITY OF BOSTON OFFICE OF THE COMPTROLLER



REVISIONS					
A	12-20-17	KJK	REV LAYOUT & GRADING.		
A	10-2-17	KJK	REV PER CITY		
A	8-14-17	KJK	REV PER CITY		
No.	DATE	BY	Description		

PROJECT #	PROJECT #50083138
DRAWN BY	KJK
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 88

TITLE
OVERALL Δ
SPECIMEN TREE
PRESERVATION
PLAN

PROJECT: CC 11FinalSF Phase 4

C07

No.	SPECIMEN
1	18' CYPRESS
2	18' CYPRESS
3	18' CYPRESS
4	18' CYPRESS
5	18' OAK
6	18' OAK
7	12' BAY
8	18' CYPRESS
9	18' CYPRESS
10	18' CYPRESS
11	18' OAK
12	21' OAK
13	18' CYPRESS
14	19' CYPRESS
15	23' CYPRESS
16	20' CYPRESS
17	21' CYPRESS
18	20' LIVE OAK
19	20' OAK
20	18' CYPRESS
21	13' BAY
22	13' BAY
23	13' BAY
24	23' LIVE OAK
25	26' LAUREL OAK
26	18' LAUREL OAK
27	30' OAK
28	20' CYPRESS
29	13' BAY
30	16' BAY

30	SPECIMEN TREES		
6	SPECIMEN TREES	IMPACTED	
20	SPECIMEN TREES	PRESERVED	UNDER
	PROPOSED TREE	CE	
4	SPECIMEN TREES	PRESERVED	UNDER
	EXISTING ON-SITE TREE	CE	

OVERALL SUBDIVISION AREA (EXCLUDES PHASE 2A)	140.86 ACRES
NUMBER OF SPECIMEN TREES	30
NUMBER OF SPECIMEN TREES PER ACRE	0.21
REQUIRED PRESERVATION	80% (24 TREES)
PROPOSED PRESERVATION	80% (24 TREES)
DEFICIT	0 TREES

△ NOTE: ADMINISTRATION VARIANCE CASE No. 17-90000003 IS BEING PROCESSED FOR PHASE 4 SPECIMEN TREE REQUIREMENTS.



LEGEND:

-  SPECIMEN TREE
 PROPOSED TREE PRESERVATION AREAS TO BE PLACED UNDER PROTECTIVE CONSERVATION EASEMENT
 EXISTING TREE PRESERVATION AREAS UNDER PROTECTIVE CONSERVATION EASEMENT



NOTE:
PLEASE REFER TO TOPOGRAPHIC AND BOUNDARY SURVEY
PREPARED BY DEWBERRY UNDER SEPARATE COVER FOR
FURTHER DETAIL, LEGIBILITY AND TREE SURVEY.

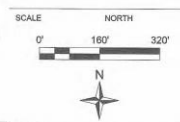
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**WESTPORT RESERVE
(PHASE 4)**

CITY OF PORT ORANGE, FLORIDA

SEAL

7/11/2018



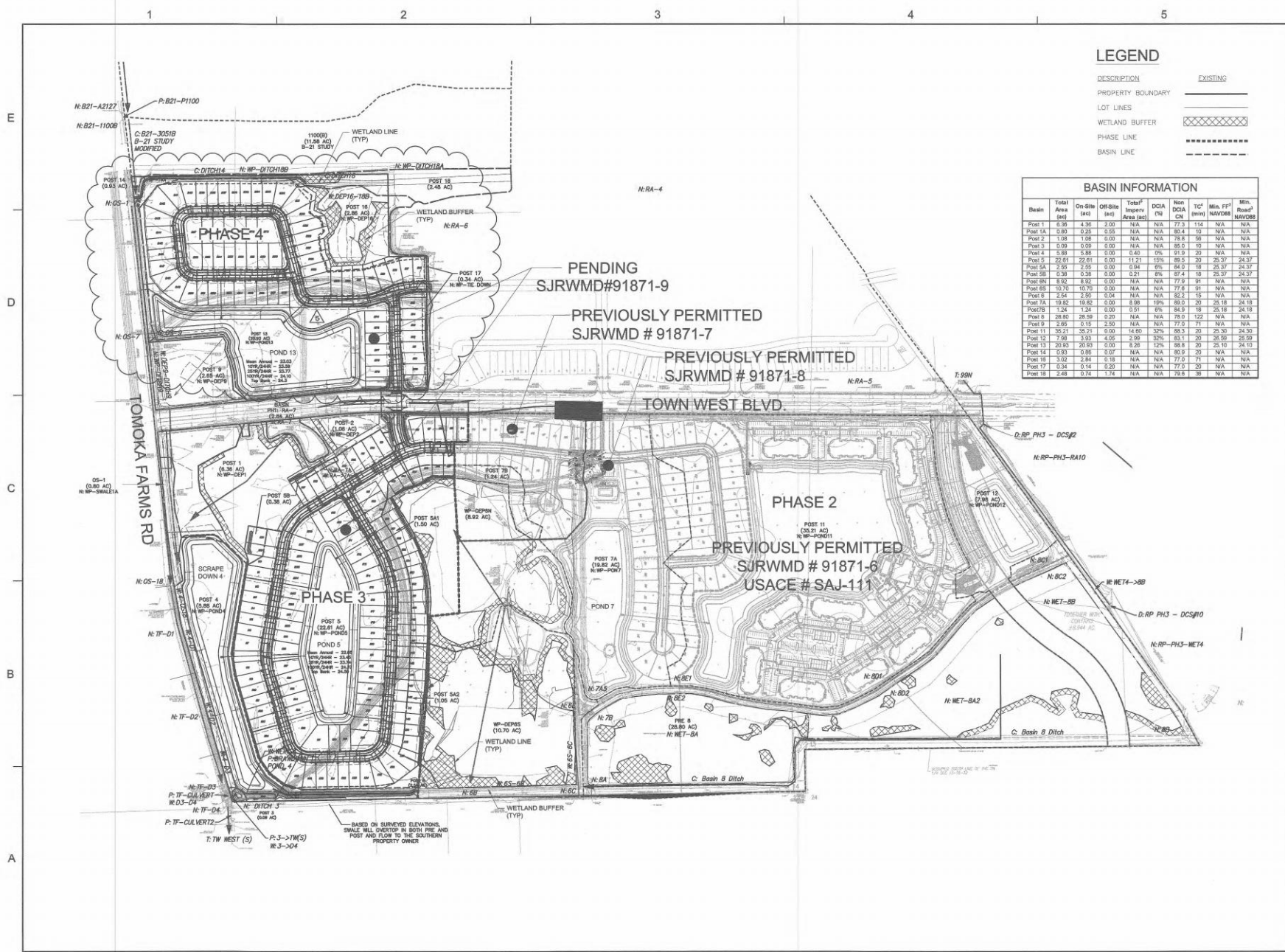
REVISIONS			
No.	DATE	BY	Description

PROJECT #	PROJECT #0008136
DRAWN BY	J.K.K.
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 88

**EXISTING
CONDITIONS
PLAN**

PROJECT: CC 19th St Phase 4
SHEET NO.

C08



LEGEND

DESCRIPTION	EXISTING
PROPERTY BOUNDARY	---
LOT LINES	---
WETLAND BUFFER	---
PHASE LINE	---
BASE LINE	---

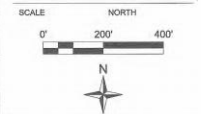
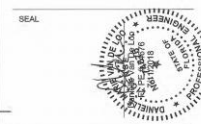
BASIN INFORMATION

Basin	Total Area (ac)	On-Site Area (ac)	Off-Site Area (ac)	Total Impervious Area (ac)	DCOA (%)	Non DCOA (%)	TIC ² (min)	Min. F ² NAVD83	Min. Res ² NAVD83
Point 1	0.36	0.36	0.00	0.00	0.00	0.00	77.3	11.4	N/A
Point 1A	0.95	0.25	0.70	0.00	0.00	0.00	80.4	0.0	N/A
Point 2	1.08	1.08	0.00	0.00	0.00	0.00	78.8	5.8	N/A
Point 3	0.08	0.08	0.00	0.00	0.00	0.00	86.0	0.0	N/A
Point 4	0.88	0.88	0.00	0.00	0.00	0.00	91.9	3.0	N/A
Point 5	22.61	22.61	0.00	11.21	10%	89.5	20	25.37	24.37
Point 6A	2.95	2.95	0.00	0.84	6%	94.0	18	25.37	24.37
Point 6B	0.38	0.38	0.00	0.21	8%	91.4	18	25.37	24.37
Point 6C	0.92	0.92	0.00	0.23	8%	91.4	18	25.37	24.37
Point 6D	10.70	10.70	0.00	0.00	0.00	0.00	77.6	91	N/A
Point 6	2.54	2.54	0.04	0.04	0.00	0.00	82.2	15	N/A
Point 1A	19.82	19.82	0.00	8.98	10%	89.5	20	25.18	24.18
Point 7B	1.24	1.24	0.00	0.51	6%	94.9	18	25.18	24.18
Point 7	26.80	26.80	0.00	0.00	0.00	0.00	78.0	132	N/A
Point 9	2.85	0.15	2.50	0.00	0.00	0.00	77.5	71	N/A
Point 11	35.21	35.21	0.00	14.80	30%	88.3	20	25.30	24.30
Point 12	7.98	3.93	4.05	2.99	30%	83.1	20	28.59	28.59
Point 13	20.93	20.93	0.00	8.28	12%	88.8	20	25.10	24.10
Point 14	0.93	0.88	0.05	0.00	0.00	0.00	82.9	20	N/A
Point 18	3.02	2.84	0.18	0.00	0.00	0.00	77.5	71	N/A
Point 17	0.36	0.14	0.20	0.00	0.00	0.00	77.5	20	N/A
Point 18	2.48	0.74	1.74	0.00	0.00	0.00	78.8	38	N/A

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WESTPORT RESERVE
(PHASE 4)

CITY OF PORT ORANGE, FLORIDA



REVISIONS

No.	DATE	BY	DESCRIPTION

PROJECT # PROJECT #00083136

DRAWN BY	KJK
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 88

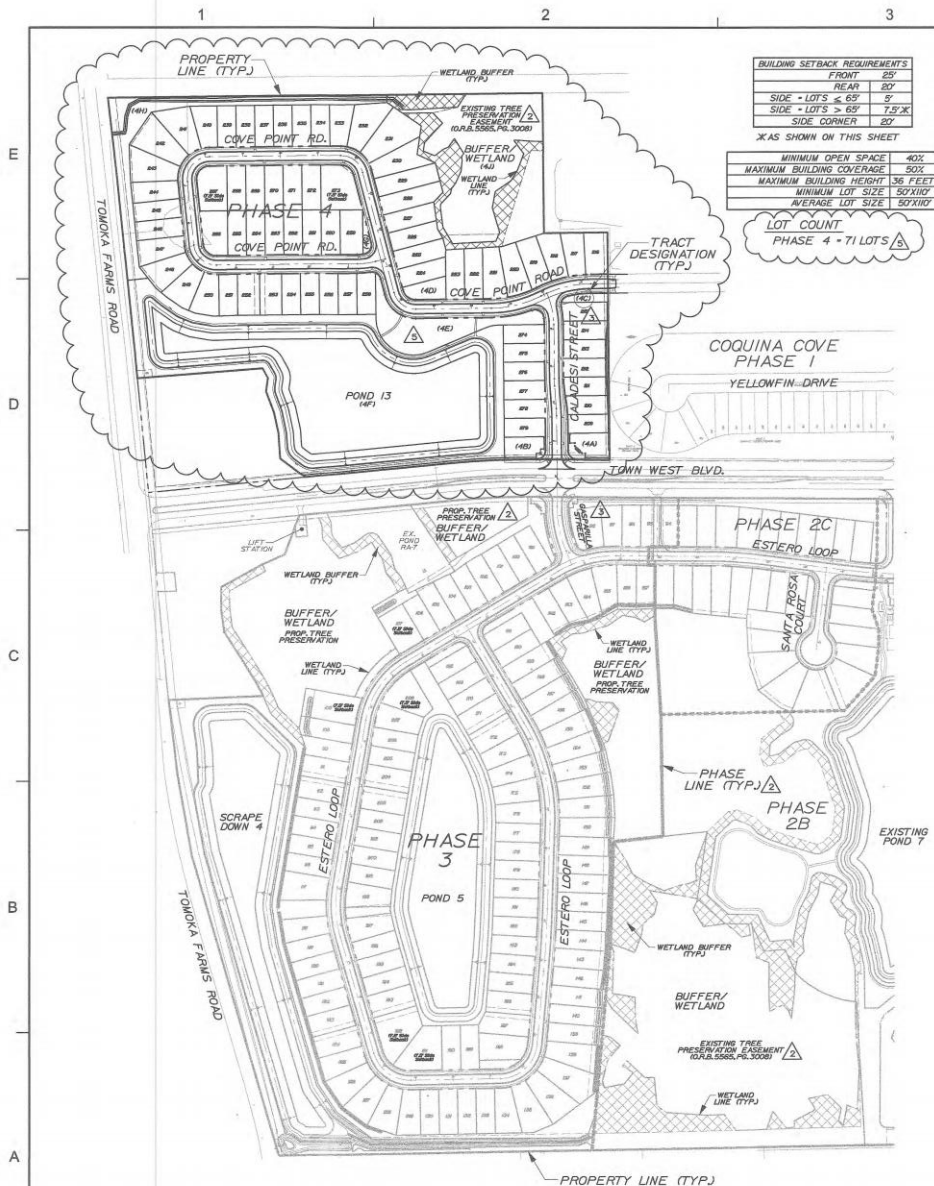
TITLE

ERP PERMITS

PROJECT: CC 1/Final/SF Phase 4

SHEET NO.

C08A

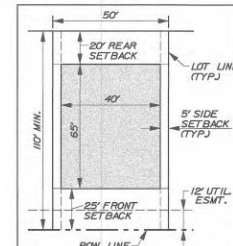


BUILDING SETBACK REQUIREMENTS	
FRONT	25'
REAR	20'
SIDE - LOTS < 65'	5'
SIDE - LOTS > 65'	7.5'
SIDE CORNER	20'

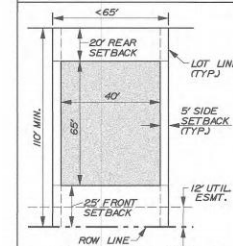
*AS SHOWN ON THIS SHEET

MINIMUM OPEN SPACE	40%
MAXIMUM BUILDING COVERAGE	50%
MAXIMUM BUILDING HEIGHT	36 FEET
MINIMUM LOT SIZE	50'X100'
AVERAGE LOT SIZE	50'X100'

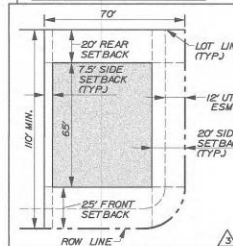
LOT COUNT
PHASE 4 - 71 LOTS



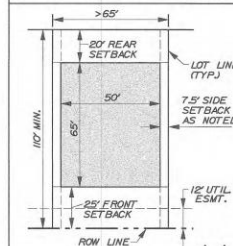
TYPICAL 50' LOT LAYOUT



TYPICAL 50' LOT LAYOUT



TYPICAL 50' LOT LAYOUT



TYPICAL 50' LOT LAYOUT



TYPICAL WETLAND PROTECTION SIGN

NOTE: TO BE POSTED ON 100' FOOT CENTERS IN COMMON AREAS ON THE LANDWARD EDGE OF THE BUFFER AND ON EVERY OTHER INDIVIDUAL LOT LINE FOR RESIDENTIAL PROPERTIES ADJACENT.

TRACT SUMMARY				
TRACT	ACRES	DESCRIPTION	OWNERSHIP	MAINTENANCE
PHASE 4				
4A	0.18	OPEN SPACE/BUFFER	HOA	HOA
4B	0.15	OPEN SPACE/BUFFER	HOA	HOA
4C	0.05	OPEN SPACE/P.D.E.	HOA	HOA
4D	0.12	OPEN SPACE	HOA	HOA
4E	0.06	OPEN SPACE/PARK	HOA	HOA
4F	6.79	OPEN SPACE/WATER	HOA	HOA
4G	0.04	OPEN SPACE	HOA	HOA
4H	0.04	OPEN SPACE/PARK/P.D.E.	HOA	HOA
4J	2.00	WETLAND/BUFFER	HOA	HOA

WETLAND/BUFFER SUMMARY				
TRACT	WETLAND ACRES	BUFFER ACRES	TOTAL ACRES	WETLAND BUFFER COMMON
PHASE 4	4.4	1.737	1.185	2.902

SITE DATA (PHASE 4)		
PROJECT AREAS	AREA (AC.)	%
GREEN AREA (TOTAL)	11.84	46.02%
	COMMON AREA	9.94
	WETLAND CONSERVATION (not included in open space)	1.73
	UPLAND BUFFERS	1.17
RIGHT-OF-WAYS (TOTAL)	3.00	11.66%
	ROADWAY	1.71
	R.O.W. GREEN AREA/OPEN SPACE	1.29
LOTS (TOTAL)	10.80	42.32%
	LOTS OUTSIDE BUFFER	10.80
TOTAL GROSS PROJECT AREA	25.78	100.00%
TOTAL NET PROJECT AREA	34.00	
NET PROJECT AREA EQUALS GROSS AREA MINUS WETLAND CONSERVATION NOT INCLUDED IN OPEN SPACE (25.78 AC. - 1.73 AC. = 24.00 AC.)		
OPEN SPACE REQUIRED	AREA (AC.)	%
	OPEN SPACE	9.60*
	COMMON OPEN SPACE	9.60*
CALCULATED USING NET PROJECT AREA		
OPEN SPACE PROVIDED	AREA (AC.)	%
	COMMON AREA	8.94
	UPLAND BUFFERS	1.17
	R.O.W. GREEN AREA/OPEN SPACE	1.29
	30% LOT OPEN SPACE	3.27
TOTAL	14.67	61.13%
COMMON OPEN SPACE PROVIDED	AREA (AC.)	%
	COMMON AREA	8.94
	UPLAND BUFFERS	1.17
	R.O.W. GREEN AREA/OPEN SPACE	1.29
TOTAL	11.40*	47.50%
EXCESS COMMON OPEN SPACE CAN BE USED TOWARD FUTURE CONTIGUOUS		
PORTION OF DRAINAGE AREA/WETLAND CONSERVATION CONSIDERED AS COMMON OPEN SPACE WHICH IS DELINEATED AS THE AREA WITHIN 100' OF PUBLIC PEDESTRIAN ACCESS.		
AREAS ABOVE ARE NOT ROUNDED		

NOTE: WHERE REQUIRED BUFFER AREAS HAVE BEEN PREVIOUSLY CLEARED, THEY SHALL BE REPLANTED WITH NATIVE VEGETATION OF SIMILAR TYPE AND DENSITY TO ADJOINING UNCLEARED BUFFER AREAS. IF ALL ADJOINING BUFFER AREAS HAVE BEEN CLEARED, THEN BUFFERS ADJACENT TO SIMILAR WETLANDS IN OTHER LOCATIONS WILL BE USED TO DETERMINE THE NECESSARY REPLANTING CRITERIA.

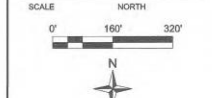
NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.



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WESTPORT RESERVE
(PHASE 4)

CITY OF PORT ORANGE, FLORIDA



NO.	DATE	BY	DESCRIPTION
1	12-20-17	KJK	REV LAYOUT & GRADING
2	10-2-17	KJK	REV PER CITY
3	8-14-17	KJK	REV PER CITY
4	7-21-17	KJK	REV PER QA

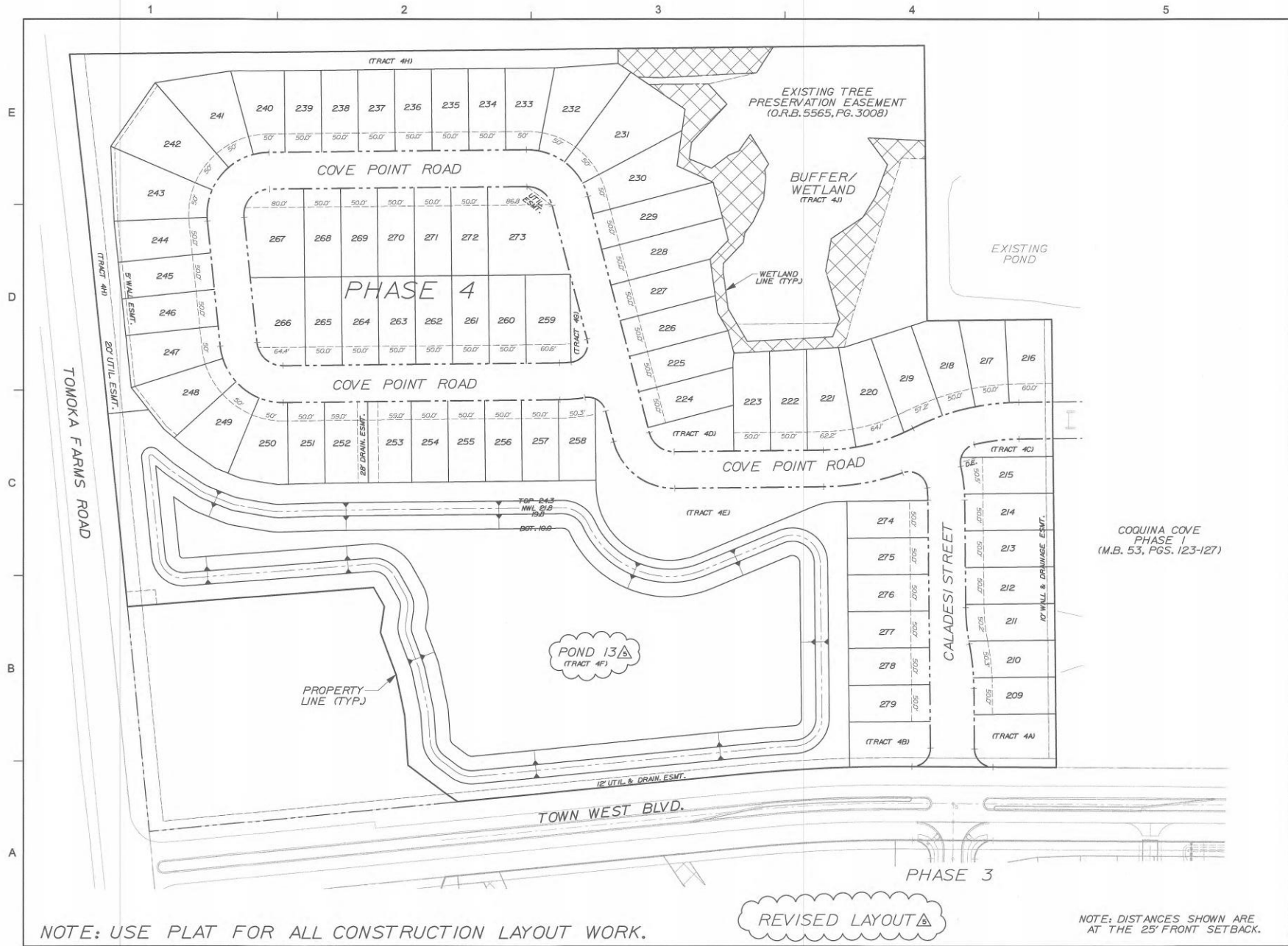
PROJECT # PROJECT #00083136
DRAWN BY KJK
APPROVED BY DMV
CHECKED BY DMV
DATE MAY 2018
DATUM NAVD 88

TITLE

PHASE 4
SITE PLAN
DATA

PROJECT: CC 1/Final/SP Phase 4
SHEET NO.

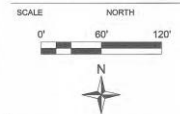
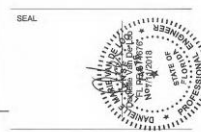
C10



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WESTPORT RESERVE
 (PHASE 4)

CITY OF PORT ORANGE, FLORIDA



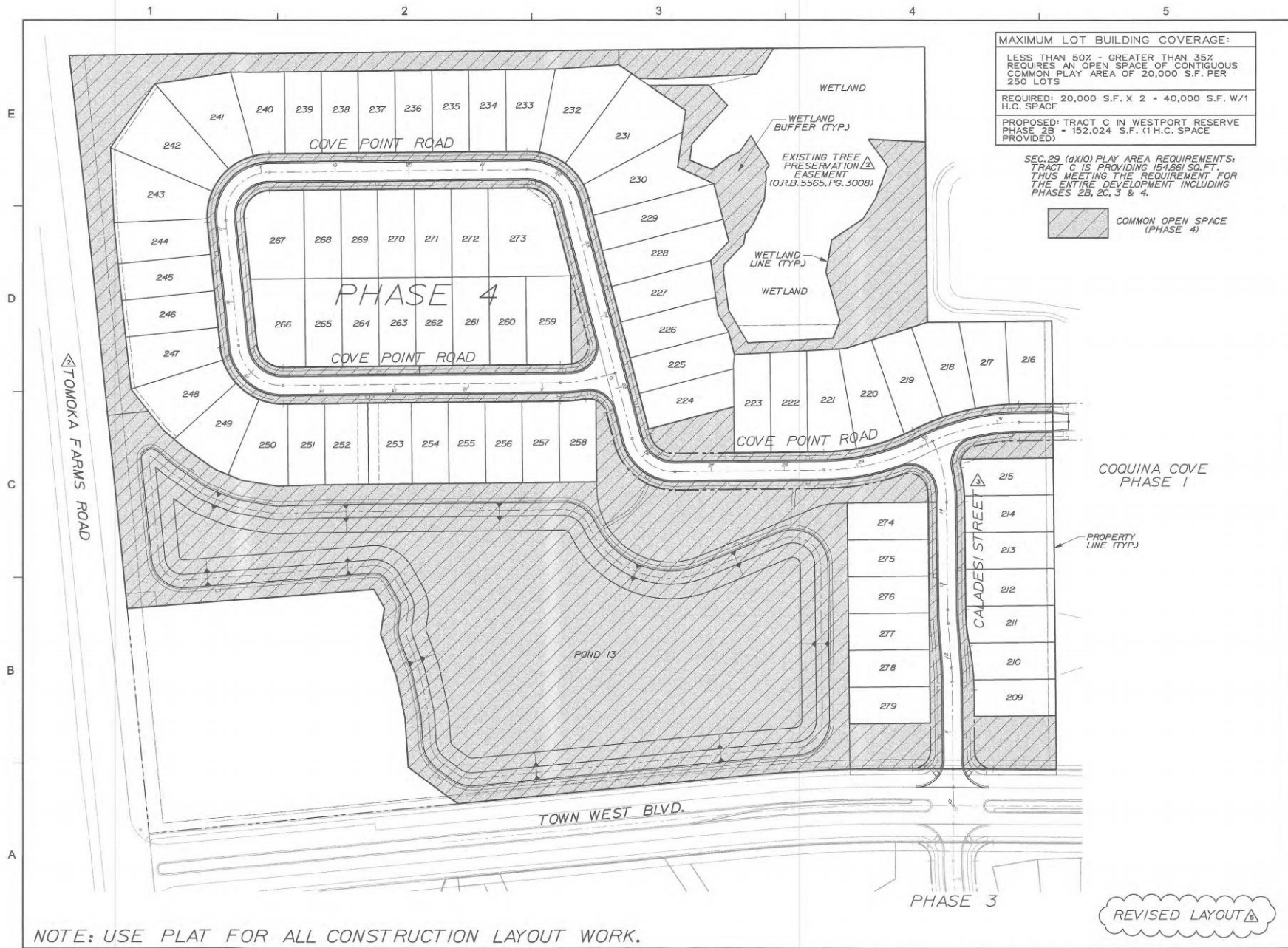
REVISIONS				
No.	DATE	BY	Description	

PROJECT #	PROJECT #0008136
DRAWN BY	KJK
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 88

TITLE
PHASE 4 FRONT SETBACK PLAN
 PROJECT: CC 1/FinalSP Phase 4
 SHEET NO.

C10A

NOTE: DISTANCES SHOWN ARE AT THE 25' FRONT SETBACK.



MAXIMUM LOT BUILDING COVERAGE:
 LESS THAN 50% - GREATER THAN 35%
 REQUIRES AN OPEN SPACE OF CONTIGUOUS
 COMMON PLAY AREA OF 20,000 S.F. PER
 250 LOTS
 REQUIRED: 20,000 S.F. X 2 = 40,000 S.F. W/1
 H.C. SPACE
 PROPOSED: TRACT C IN WESTPORT RESERVE
 PHASE 2B = 152,024 S.F. (1 H.C. SPACE
 PROVIDED)

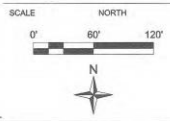
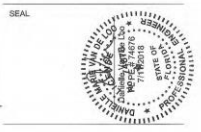
SEC. 29 (d)(10) PLAY AREA REQUIREMENTS:
 TRACT C IS PROVIDING 154,661 SQ. FT.
 THUS MEETING THE REQUIREMENT FOR
 THE ENTIRE DEVELOPMENT INCLUDING
 PHASES 2B, 2C, 3 & 4.

COMMON OPEN SPACE
 (PHASE 4)

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WESTPORT RESERVE
 (PHASE 4)

CITY OF PORT ORANGE, FLORIDA



REVISIONS			
No.	DATE	BY	Description

PROJECT # PROJECT #5008136
 DRAWN BY KJK
 APPROVED BY DMV
 CHECKED BY DMV
 DATE MAY 2018
 DATUM NAVD 88

TITLE
**PHASE 4
 COMMON
 OPEN
 SPACE PLAN**
 PROJECT: CC 1/FinalSP Phase 4
 SHEET NO.

C12

REVISED LAYOUT

1 2 3 4 5

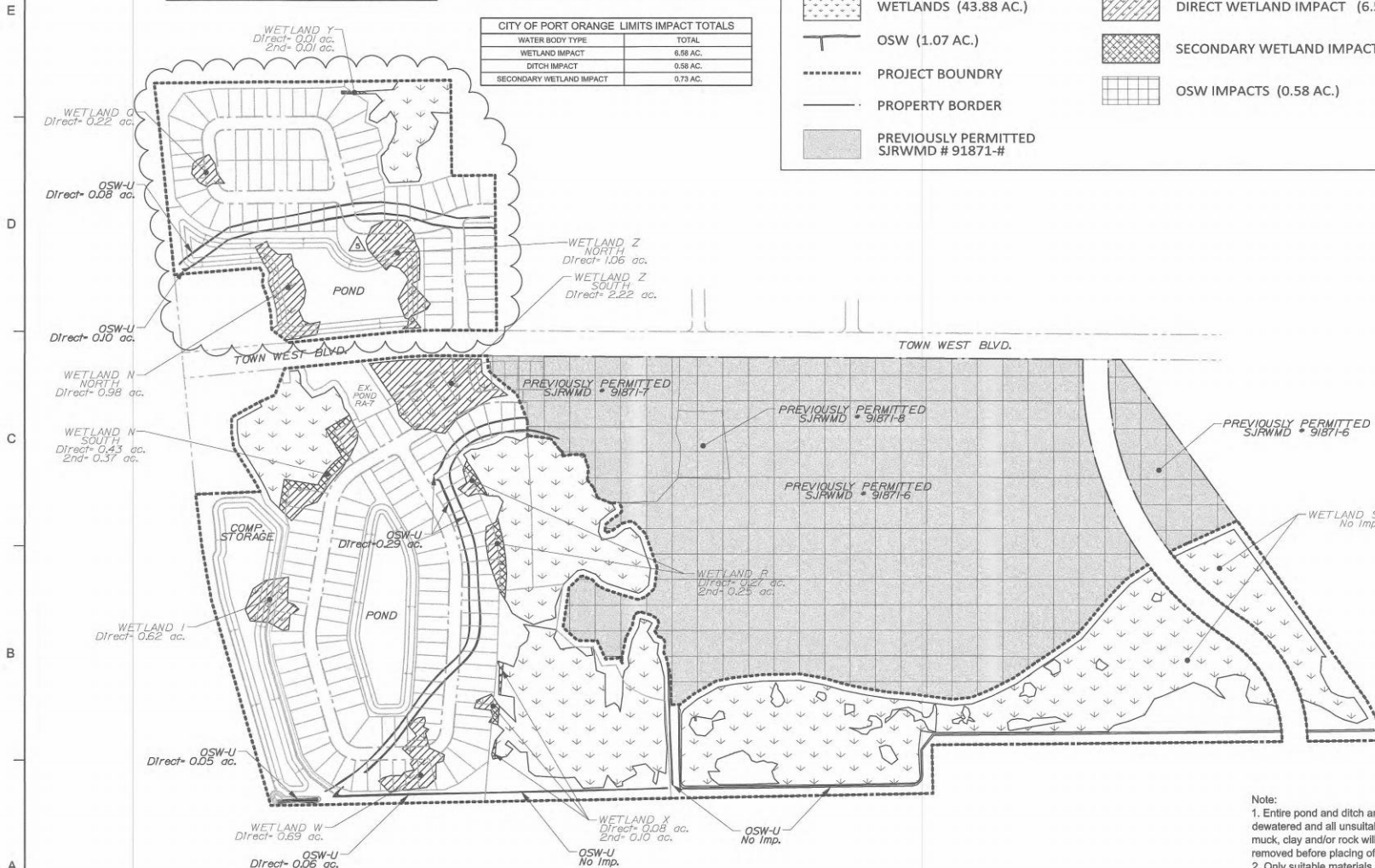
USACE ADDITIONAL IMPACTS PER PHASE 3 & 4	
WATER BODY TYPE	TOTAL
WETLAND IMPACT	0.28 AC.
DITCH IMPACT	0.11 AC.
SECONDARY WETLAND IMPACT	0.10 AC.

SJRWMD ADDITIONAL IMPACTS PER PHASE 3 & 4	
WATER BODY TYPE	TOTAL
WETLAND IMPACT	6.58 AC.
DITCH IMPACT	0.58 AC.
SECONDARY WETLAND IMPACT	0.73 AC.

CITY OF PORT ORANGE LIMITS IMPACT TOTALS	
WATER BODY TYPE	TOTAL
WETLAND IMPACT	6.58 AC.
DITCH IMPACT	0.58 AC.
SECONDARY WETLAND IMPACT	0.73 AC.

LEGEND:

-  WETLANDS (43.88 AC.)
-  DIRECT WETLAND IMPACT (6.58 AC.)
-  OSW (1.07 AC.)
-  SECONDARY WETLAND IMPACT (0.73 AC.)
-  PROJECT BOUNDARY
-  PROPERTY BORDER
-  OSW IMPACTS (0.58 AC.)
-  PREVIOUSLY PERMITTED SJRWMD # 91871-#



Note:
 1. Entire pond and ditch areas will be dewatered and all unsuitable subsoil such as muck, clay and/or rock will be excavated and removed before placing of fill.
 2. Only suitable materials shall be used for the fill and shall be done in layers not exceeding 12 inches in thickness and compacted to 95% max density per AASTHO T-180.
 3. Any unsuitable soils such as clay, muck or any organic soils are found, all unsuitable soils shall be excavated and replaced with suitable soils.



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 ORLANDO, FL 32801
 PHONE: 407.243.5128
 ENGINEERING BUSINESS #074

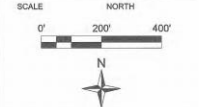
WESTPORT RESERVE (PHASE 4)

CITY OF PORT ORANGE, FLORIDA

SEAL

7/1/2018

KEY PLAN



REVISIONS

No.	DATE	BY	DESCRIPTION
1	12-20-17	KJK	REVISED LAYOUT & GRADING

PROJECT #	PROJECT #0008138
DRAWN BY	KJK
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 88

TITLE

OVERALL WETLAND IMPACT PLAN

PROJECT: CC 1/Final/SF Phase 4
 SHEET NO.

C13

LEGEND: Δ

- PROJECT BOUNDARY
- PROPERTY BORDER
- PREVIOUSLY PERMITTED SJRWMD # 91871-# Δ
- WETLAND PRESERVATION (37.30 AC.)
- UPLAND BUFFER PRESERVATION (7.87 AC.)
- UPLAND REMAINING (7.28 AC.)
- OSW REMAINING (0.49 AC.)



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ENGINEERING BUSINESS 40794

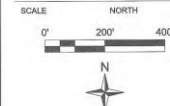
WESTPORT RESERVE (PHASE 4)

CITY OF PORT ORANGE, FLORIDA

SEAL

7/1/2018

KEY PLAN



REVISIONS

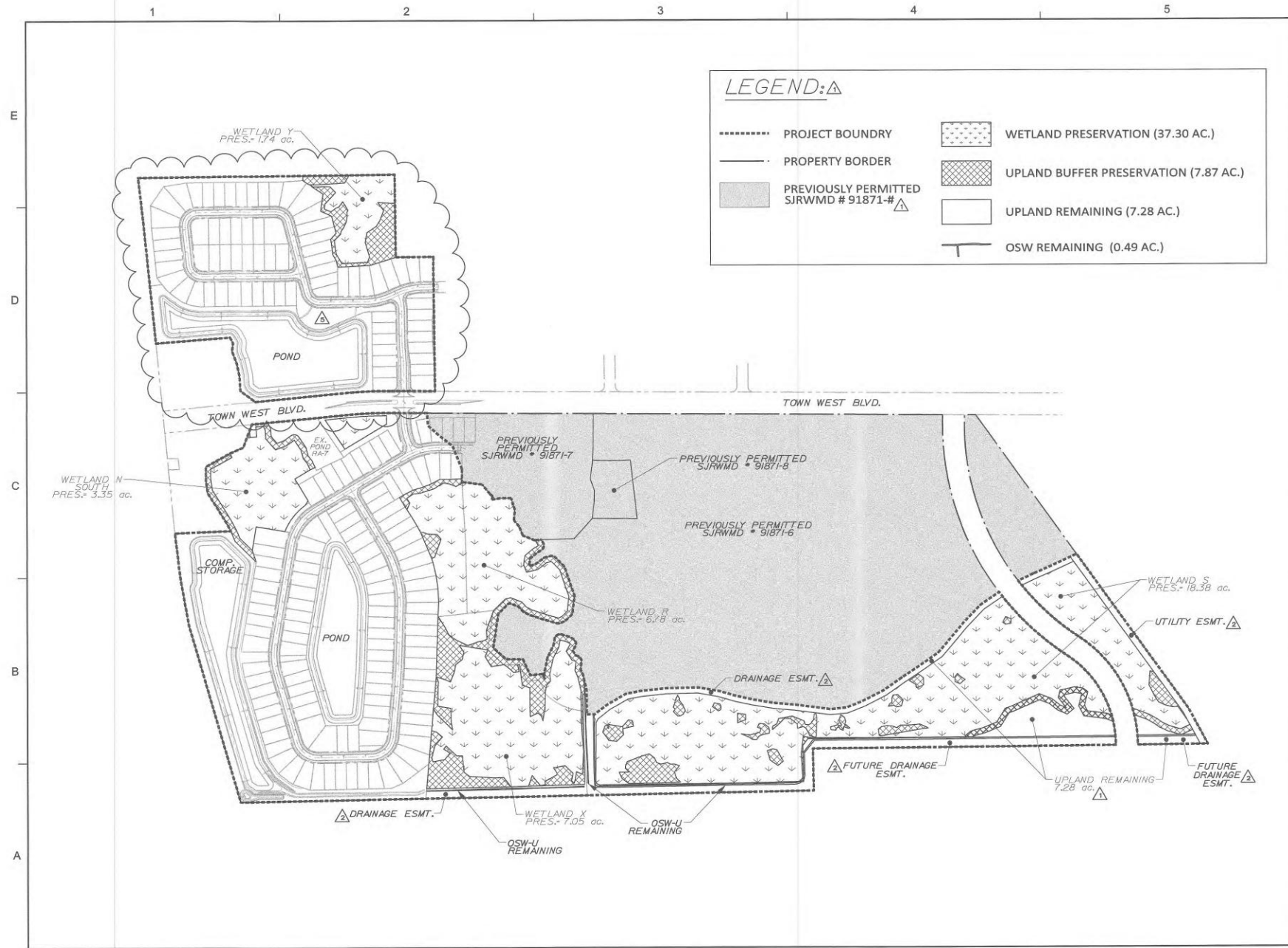
No.	DATE	BY	Description
Δ	12-20-17	KJK	REV LAYOUT & GRADING
Δ	8-14-17	KJK	REV PER CITY
Δ	7-21-17	KJK	REV PER QA

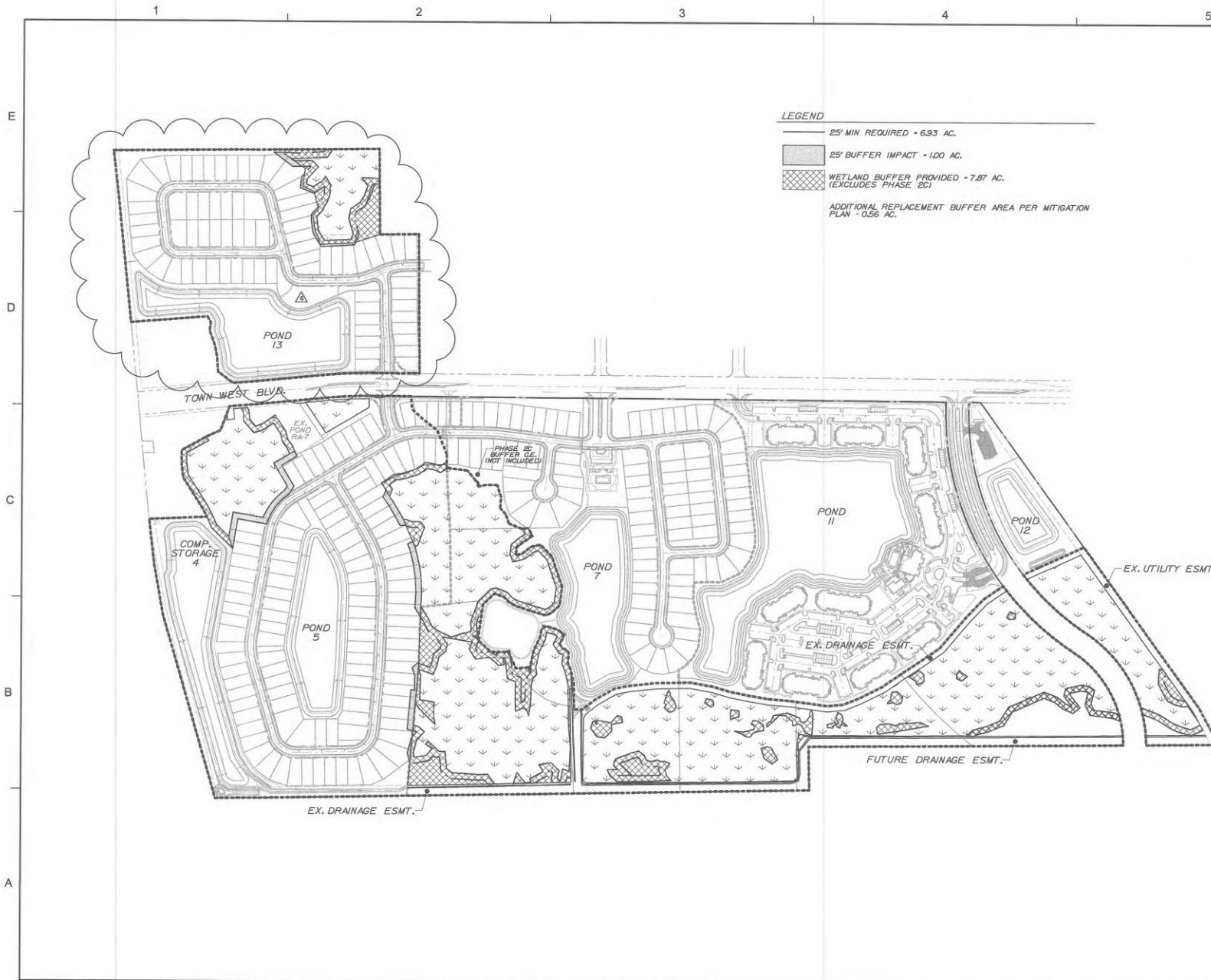
PROJECT #	PROJECT #50083136
DRAWN BY	KJK
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 88

TITLE OVERALL WETLAND & UPLAND BUFFER MITIGATION/ PRESERVATION PLAN

PROJECT: CC 1/Final/SF Phase 4
SHEET NO.

C14





Dewberry Engineers Inc.
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ORLANDO, FL 32803
PHONE: 407.461.8100
ENGINEERING BUSINESS 4754

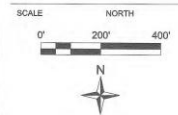
**WESTPORT RESERVE
(PHASE 4)**

CITY OF PORT ORANGE, FLORIDA

SEAL

7/11/2018

KEY PLAN



REVISIONS

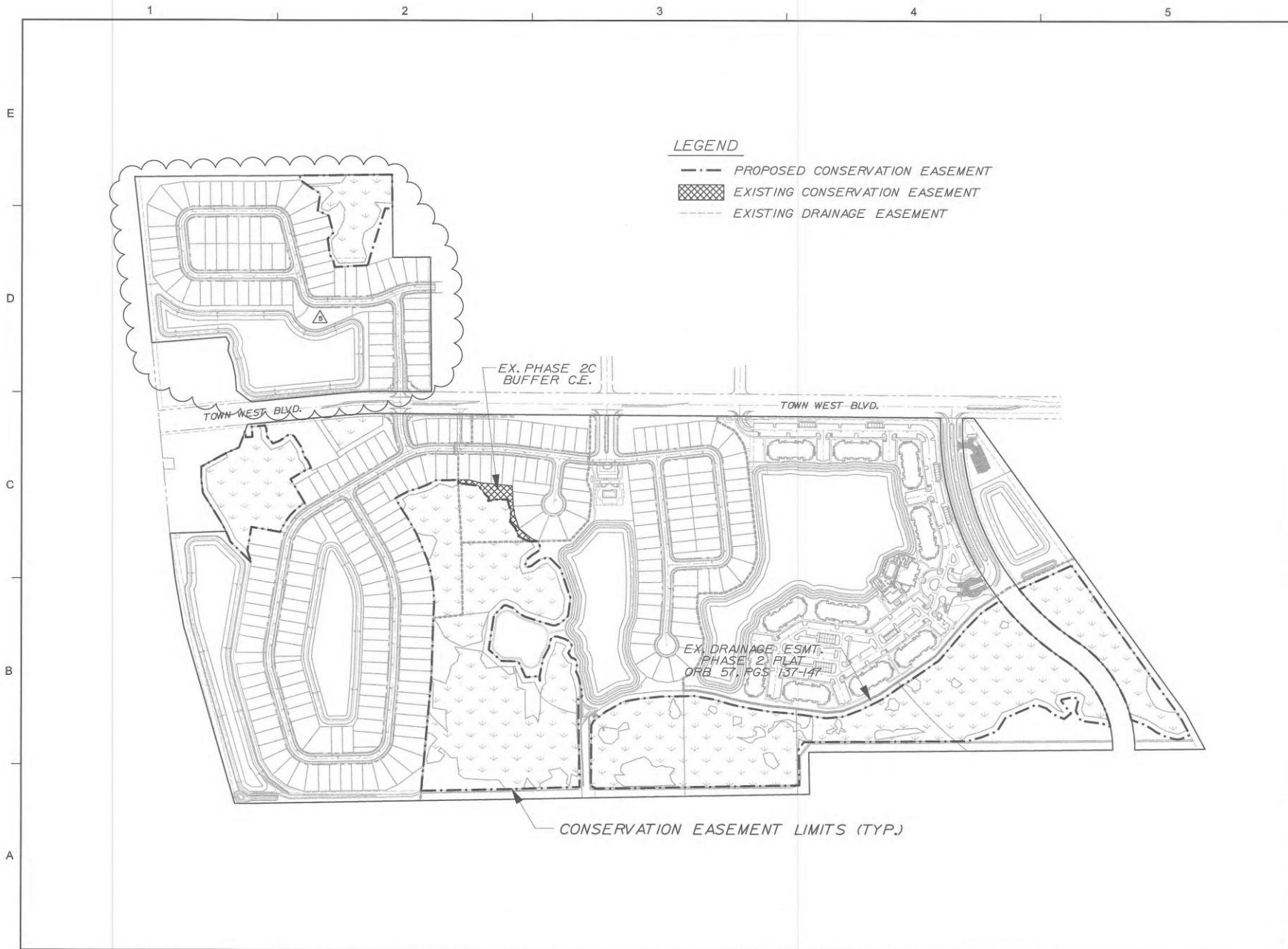
No.	DATE	BY	Description
1	12-20-17	KJK	REV LAYOUT & GRADING
2	8-14-17	KJK	REV PER CITY

PROJECT # PROJECT #50083136
DRAWN BY J.K.K.
APPROVED BY D.M.V.
CHECKED BY D.M.V.
DATE MAY 2018
DATUM NAVD 83

TITLE
**OVERALL
BUFFER
MITIGATION
PLAN**

PROJECT: CC 19FinalSP Phase 4
SHEET NO.

C14A



Dewberry
 Dewberry Engineers Inc.
 800 NORTH MAGNOLIA AVE
 SUITE 100
 ORLANDO, FL 32803
 PHONE: 407.381.5755
 ENGINEERING BUSINESS 407.4

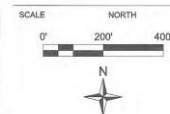
**WESTPORT RESERVE
 (PHASE 4)**

CITY OF PORT ORANGE, FLORIDA

SEAL

7/11/2018

KEY PLAN



REVISIONS

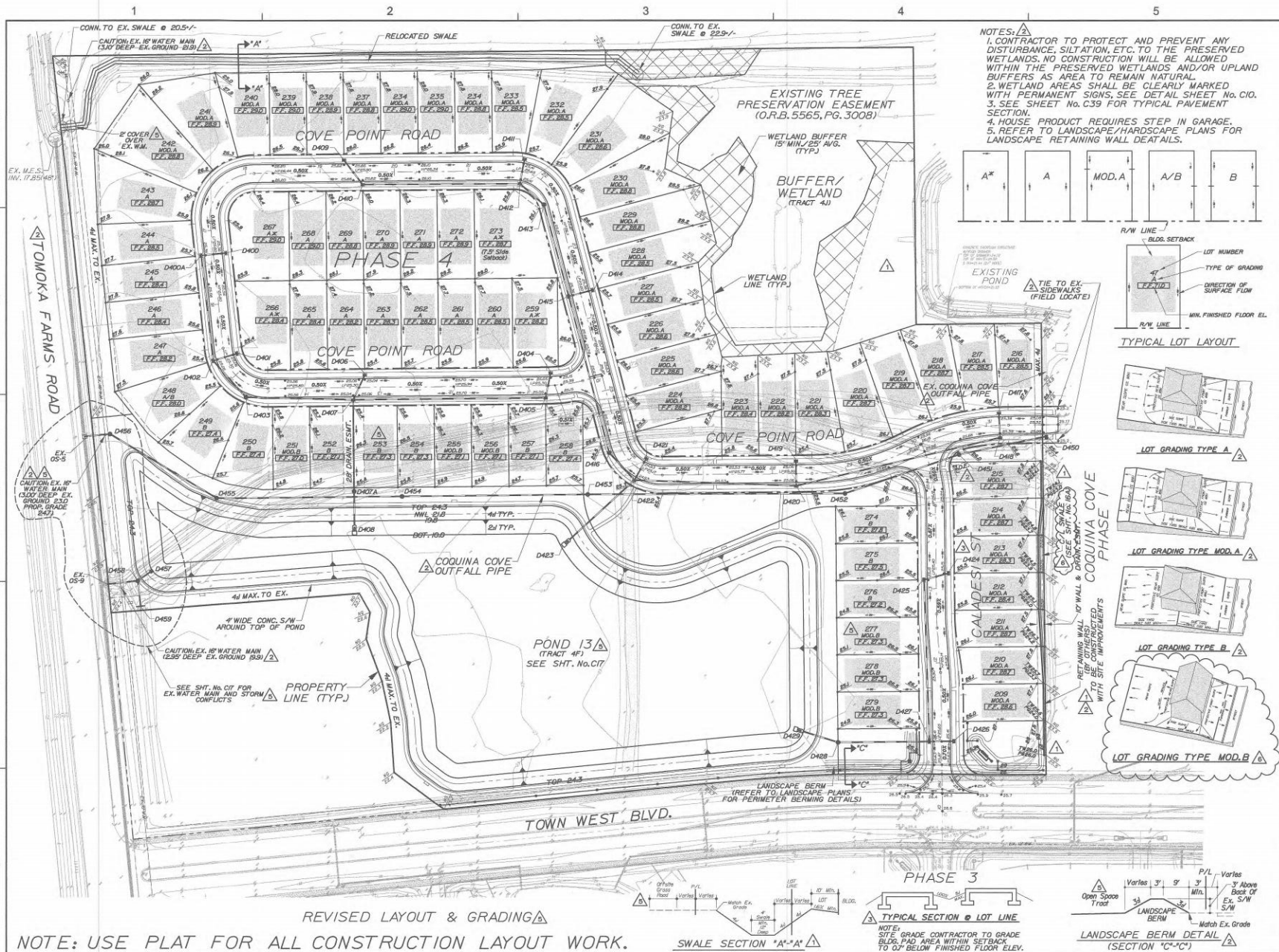
No.	DATE	BY	Description
1	13-20-17	KJK	REV LAYOUT & READING
2	8-14-17	KJK	REV PER CITY

PROJECT # PROJECT #50083136
 DRAWN BY KJK
 APPROVED BY DMV
 CHECKED BY DMV
 DATE MAY 2018
 DATUM NAVD 88

TITLE
**OVERALL CONSERVATION
 EASEMENT PLAN**
 PROJECT: CC 1/FinalSF Phase 4
 SHEET NO.

C14B

J:\CC 1\FinalSF Phase 4\CC1-FinalSF Phase 4\Conservation\CC14B.dwg 7/11/2018 10:39 AM



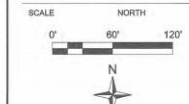
Dewberry Engineers Inc.
 803 NORTH MAGNOLIA AVE
 SUITE 1000
 ORLANDO, FL 32803
 PHONE: 407.843.9100
 ENGINEERING BUSINESS 4794

WESTPORT RESERVE
 (PHASE 4)

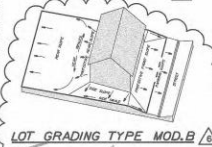
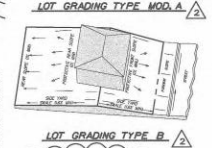
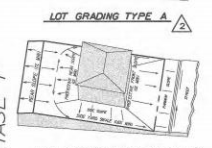
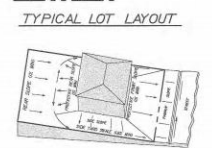
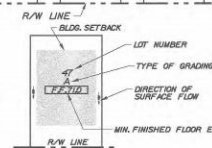
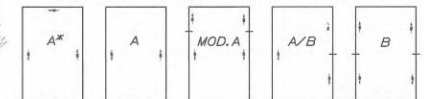
CITY OF PORT ORANGE, FLORIDA



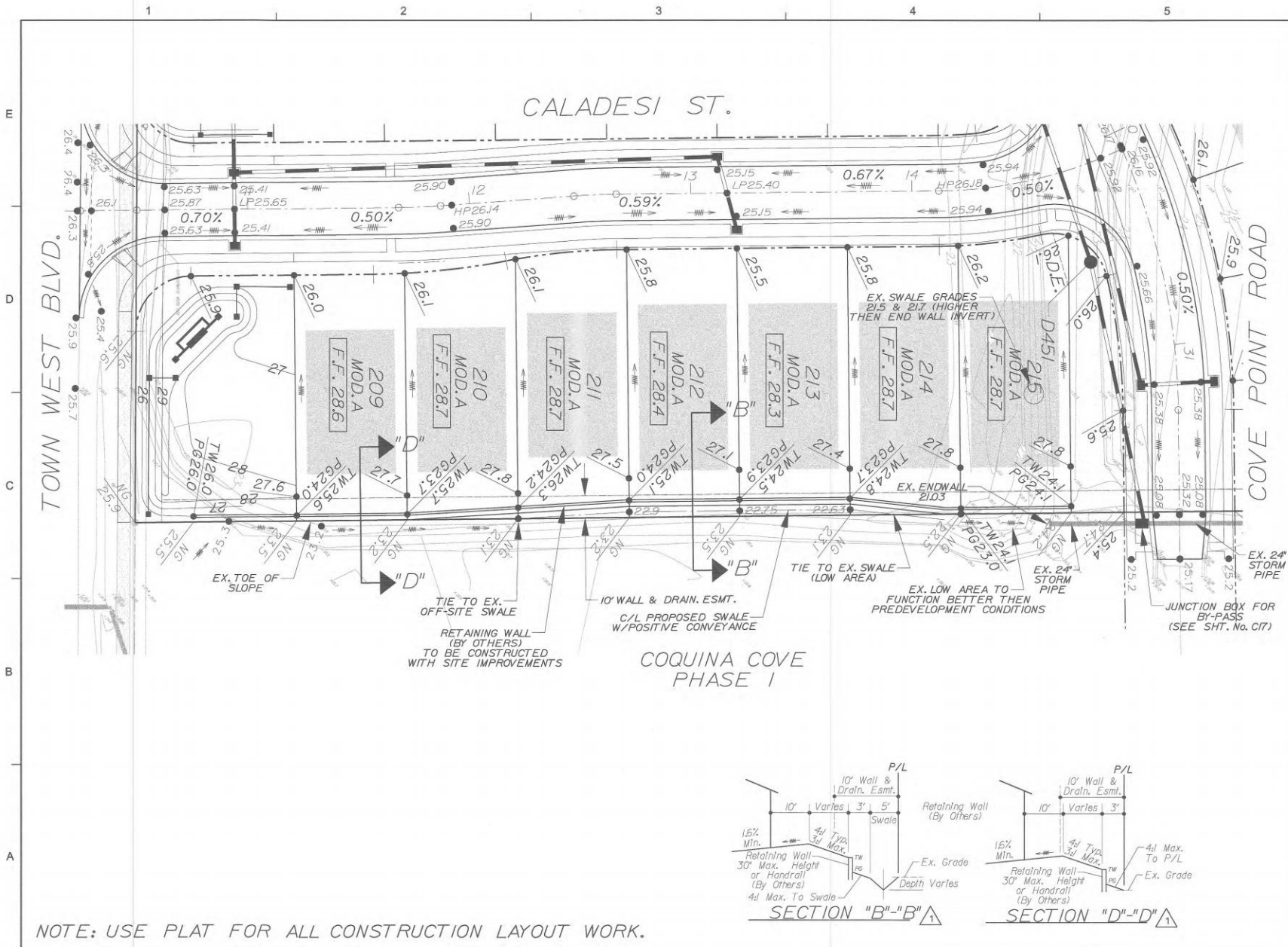
SEAL



- NOTES:**
1. CONTRACTOR TO PROTECT AND PREVENT ANY DISTURBANCE, SILTATION, ETC. TO THE PRESERVED WETLANDS. NO CONSTRUCTION WILL BE ALLOWED WITHIN THE PRESERVED WETLANDS AND/OR UPLAND BUFFERS AS AREA TO REMAIN NATURAL.
 2. WETLAND AREAS SHALL BE CLEARLY MARKED WITH PERMANENT SIGNS, SEE DETAIL SHEET No. C10.
 3. SEE SHEET No. C39 FOR TYPICAL PAVEMENT SECTION.
 4. HOUSE PRODUCT REQUIRES STEP IN GARAGE.
 5. REFER TO LANDSCAPE/HARDSCAPE PLANS FOR LANDSCAPE RETAINING WALL DETAILS.



NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.

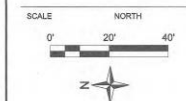


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WESTPORT RESERVE
(PHASE 4)

CITY OF FORT ORANGE, FLORIDA

SEAL



REVISIONS			
No.	DATE	BY	Description

PROJECT # PROJECT #00093136
DRAWN BY K.K.
APPROVED BY DMV
CHECKED BY DMV
DATE MAY 2018
DUTY NAVD 88

TITLE

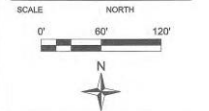
PHASE 4
SWALE

PROJECT: CC 1 Final SF Phase 4
SHEET NO.

C16A

**WESTPORT RESERVE
(PHASE 4)**

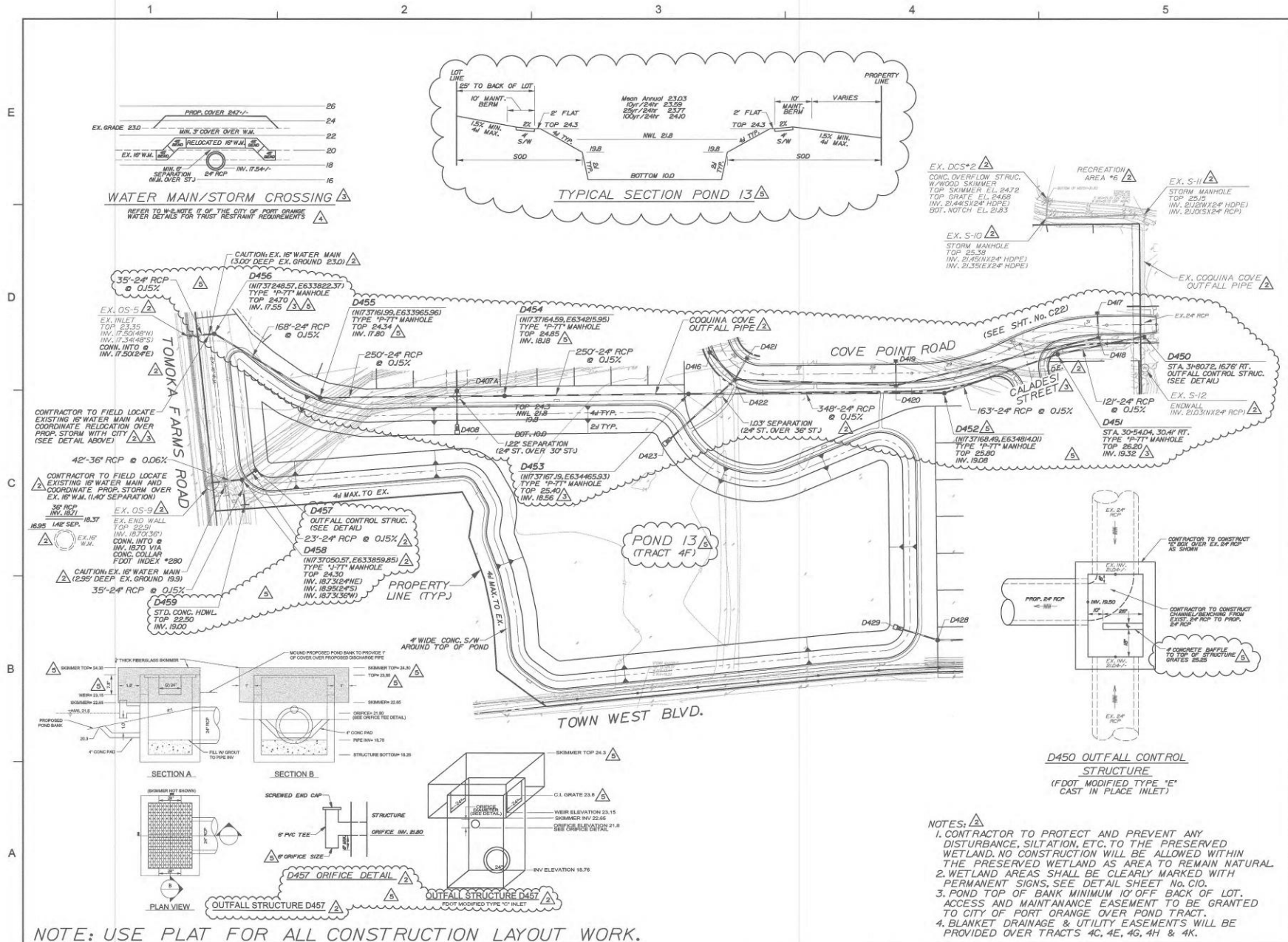
CITY OF PORT ORANGE, FLORIDA



NO.	DATE	BY	DESCRIPTION
1	12-20-17	KJK	REV LAYOUT & GRADING
2	11-13-17	KJK	REV PER CITY
3	10-2-17	KJK	REV PER CITY
4	8-14-17	KJK	REV PER CITY

PROJECT #	PROJECT #50083138
DRAWN BY	KJK
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 88

TITLE	PHASE 4 POND 13
PROJECT	CC 1/Final/SP Phase 4
SHEET NO.	C17



NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.

NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.

△ REVISED S/W RADIUS
△ REVISED LAYOUT & GRADING

REVISED REUSE WATER MAIN CONNECTIONS

TYPICAL SERVICES LEGEND △

LEGEND △

NOTES:

1. ALL SIDEWALK DESIGNS MUST CONFORM TO FDOT INDEX No. 304. (SEE SHT. No. C29).
2. MAINTAIN 3' SEPARATION BETWEEN PRESSURE PIPES AND STORM STRUCTURES.
3. ALL EXISTING UTILITIES HAVE BEEN FIELD VERIFIED AT ALL POINTS OF CONNECTION TO, AND AT ALL AREAS OF CONFLICT WITH EXISTING MAINS. CONTRACTOR TO USE EXTREME CAUTION WORKING AROUND EXISTING UTILITIES.
4. ALL PIPE JOINTS & CONNECTIONS TO INLETS SHALL BE WRAPPED IN FILTER FABRIC PER FDOT INDEX No. 280.

COVE POINT ROAD
NOTE: PAVEMENT 24' WIDE W/37' RADIUS

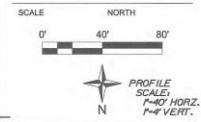
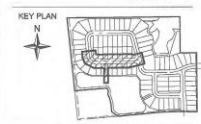
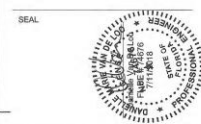
MATCH LINE
STA. 16+00.00

Dewberry

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SUITE 100
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PHONE: 407.843.9100
ENGINEERING BUSINESS 4794

WESTPORT RESERVE
(PHASE 4)

CITY OF PORT ORANGE, FLORIDA



REVISIONS			
NO.	DATE	BY	DESCRIPTION
1	7-10-18	KJK	REV PER CITY
2	12-20-17	KJK	REV LAYOUT & GRADING
3	10-2-17	KJK	REV PER CITY
4	8-14-17	KJK	REV PER CITY
5	7-21-17	KJK	REV PER GA

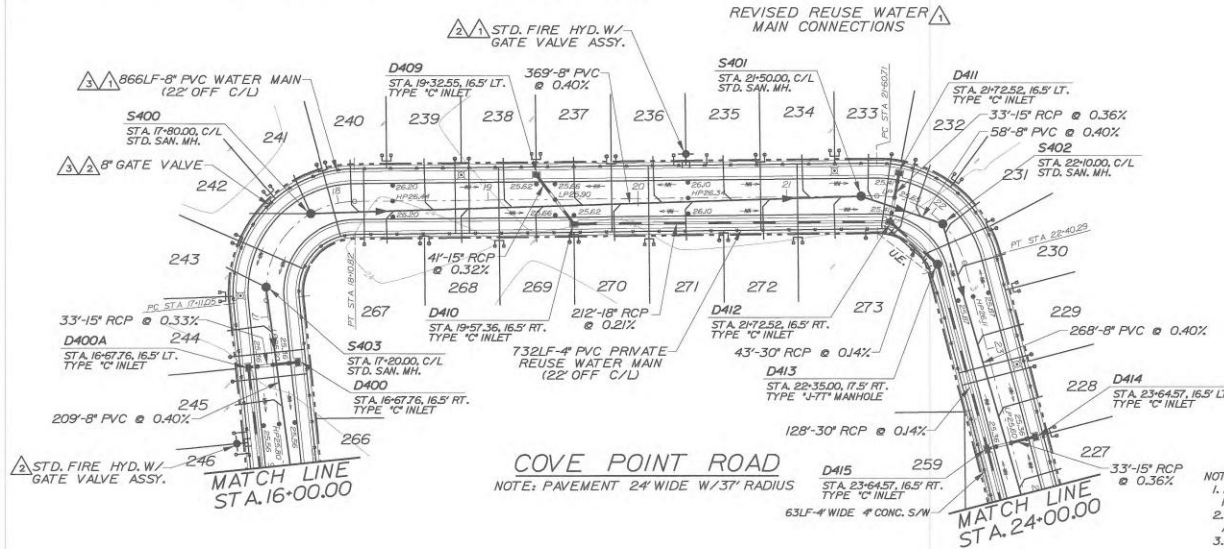
PROJECT #	PROJECT #80083136
DRAWN BY	KJK
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 88

TITLE
**PHASE 4
COVE POINT RD.
PLAN &
PROFILE**

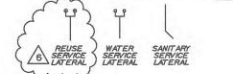
PROJECT: CC TFinalSP Phase 4
SHEET NO.

C20

NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.



TYPICAL SERVICES LEGEND



LEGEND

DESCRIPTION	EXISTING	PROPOSED
SANITARY SEWER SYSTEM		
STORM SEWER SYSTEM		
WATER MAIN		
FIRE HYDRANT		
REUSE WATER MAIN		
DRAINAGE STRUCTURE		
SANITARY STRUCTURE		
LOT NUMBER		
RIGHT-OF-WAY		
LIGHT POLE		

REVISED LAYOUT & GRADING

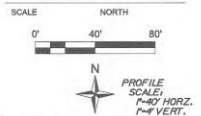
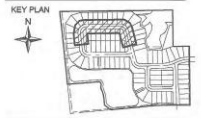
- NOTES:
1. ALL SIDEWALK DESIGNS MUST CONFORM TO FDOT INDEX No. 304. (SEE SHT. No. C29).
 2. MAINTAIN 3' SEPARATION BETWEEN PRESSURE PIPES AND STORM STRUCTURES.
 3. ALL EXISTING UTILITIES HAVE BEEN FIELD VERIFIED AT ALL POINTS OF CONNECTION TO, AND AT ALL AREAS OF CONFLICT WITH EXISTING MAINS. CONTRACTOR TO USE EXTREME CAUTION WORKING AROUND EXISTING UTILITIES.
 4. ALL PIPE JOINTS & CONNECTIONS TO INLETS SHALL BE WRAPPED IN FILTER FABRIC PER FDOT INDEX No. 280.



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WESTPORT RESERVE
(PHASE 4)

CITY OF PORT ORANGE, FLORIDA



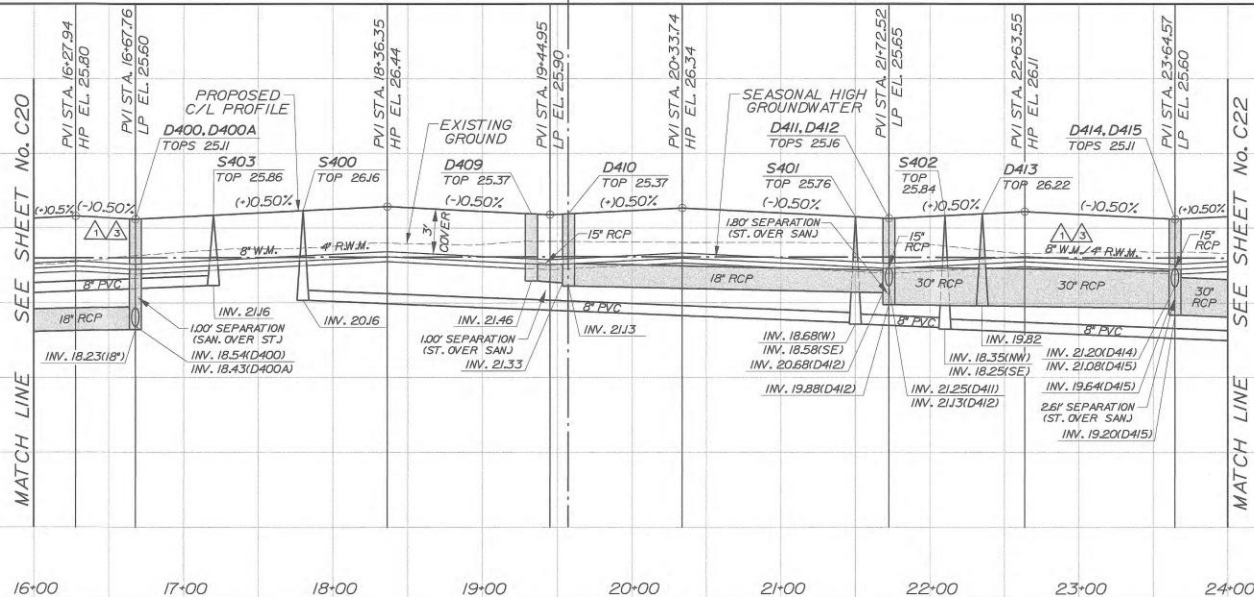
REVISIONS			
No.	DATE	BY	Description
1	7-10-18	KJK	REV PER CITY
2	12-20-17	KJK	REV LAYOUT & GRADING
3	10-2-17	KJK	REV PER CITY
4	8-14-17	KJK	REV PER CITY
5	7-21-17	KJK	REV PER CA

PROJECT #	PROJECT #50083136
DRAWN BY	KJK
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 88

TITLE
**PHASE 4
COVE POINT RD.
PLAN &
PROFILE**

PROJECT: CC 1/Final/SP Phase 4
SHEET NO.

C21



STORM DRAINAGE STRUCTURES

D400
STA. 16+67.76, 16.5' RT.
TYPE "C" INLET
TOP 25.11
INV. 18.54(15')

D400A
STA. 16+67.76, 16.5' LT.
TYPE "C" INLET
TOP 25.11
INV. 18.43(15')
INV. 18.23(18')

D401
STA. 15+28.13, 16.5' RT.
TYPE "C" INLET
TOP 24.81
INV. 17.97(15')

D402
STA. 15+28.13, 16.5' LT.
TYPE "C" INLET
TOP 24.81
INV. 17.86(15')
INV. 17.93(18')
INV. 17.53(24')

D403
STA. 14+75.38, 17.5' LT.
TYPE "P-TT" MANHOLE
TOP 25.82
INV. 17.43(24')

D404
STA. 10+70.03, 16.5' RT.
TYPE "C" INLET
TOP 24.80
INV. 20.89(15')

D405
STA. 10+77.64, 16.5' LT.
TYPE "C" INLET
TOP 24.80
INV. 20.78(15')
INV. 20.58(18')

D406
STA. 13+207.4, 16.5' RT.
TYPE "C" INLET
TOP 24.79
INV. 20.88(15')

D407
STA. 13+36.69, 16.5' LT.
TYPE "C" INLET
TOP 24.79
INV. 20.76(15')
INV. 20.03(18')
INV. 17.21(24')
INV. 16.81(30')

D407A
(N1737177.42, E634151.38)
TYPE "P-TT" MANHOLE
TOP 25.20
INV. 15.57(30')
INV. 13.95(30')

D408
STD. MIT. END SECTION
W/CONC. SPLASH PAD
INV. 13.00(30')

D409
STA. 19+32.55, 16.5' LT.
TYPE "C" INLET
TOP 25.37
INV. 21.46(15')

D410
STA. 19+57.36, 16.5' RT.
TYPE "C" INLET
TOP 25.37
INV. 21.33(15')
INV. 21.13(18')

D411
STA. 21+72.52, 16.5' LT.
TYPE "C" INLET
TOP 25.16
INV. 21.25(15')

D412
STA. 21+72.52, 16.5' RT.
TYPE "C" INLET
TOP 25.16
INV. 21.13(15')
INV. 20.68(18')
INV. 19.88(30')

D413
STA. 22+35.00, 17.5' RT.
TYPE "J-TT" MANHOLE
TOP 26.22
INV. 19.82(30')

D414
STA. 23+64.57, 16.5' LT.
TYPE "C" INLET
TOP 25.11
INV. 21.20(15')

D415
STA. 23+64.57, 16.5' RT.
TYPE "C" INLET
TOP 25.11
INV. 21.08(15')
INV. 19.64(30')
INV. 19.20(30')

D416
STA. 25+80.00, 17.5' RT.
TYPE "J-TT" MANHOLE
TOP 25.63
INV. 18.33(30')

D417
STA. 31+17.61, 16.5' LT.
TYPE "C" INLET
TOP 25.13
INV. 21.22(15')

D418
STA. 31+17.61, 16.5' RT.
TYPE "C" INLET
TOP 25.13
INV. 21.10(15')
INV. 19.67(18')

D419
STA. 28+32.12, 16.5' LT.
TYPE "C" INLET
TOP 24.81
INV. 20.90(15')

D420
STA. 28+32.12, 16.5' RT.
TYPE "C" INLET
TOP 24.81
INV. 20.78(15')
INV. 19.08(18')

D421
STA. 26+20.00, 16.5' LT.
TYPE "C" INLET
TOP 24.68
INV. 20.77(15')

D422
STA. 26+20.00, 16.5' RT.
TYPE "C" INLET
W/CONC. BOT.
TOP 24.68
INV. 20.65(15')
INV. 18.62(18')
INV. 18.24(30')
INV. 14.14(36')

D423
STD. MIT. END SECTION
W/CONC. SPLASH PAD
INV. 13.50(36')

D424
STA. 13+20.66, 16.5' RT.
TYPE "C" INLET
TOP 24.90
INV. 20.99(15')

D425
STA. 13+22.20, 16.5' LT.
TYPE "C" INLET
TOP 24.90
INV. 20.88(15')
INV. 19.75(18')

D426
STA. 10+94.06, 16.5' RT.
TYPE "C" INLET
TOP 25.16
INV. 25.91(15')

D427
STA. 10+94.06, 16.5' LT.
TYPE "C" INLET
TOP 25.16
INV. 21.13(15')
INV. 19.36(18')
INV. 18.47(24')

D428
(N1736832.88, E634804.76)
TYPE "P-TT" MANHOLE
TOP 24.80
INV. 17.23(24'E)
INV. 16.09(24'W)

D429
STD. MIT. END SECTION
W/CONC. SPLASH PAD
INV. 15.50(24')

D450
STA. 31+80.72, 16.76' RT.
OUTFALL CONTROL STRUC.
TOP 25.25
INV. 21.04(EX. 24')
INV. 19.50(24')

D451
STA. 30+54.04, 30.41' RT.
TYPE "P-TT" MANHOLE
TOP 26.20
INV. 19.32

D452
(N1737168.49, E634814.01)
TYPE "P-TT" MANHOLE
TOP 25.80
INV. 19.08

D453
(N1737167.19, E634465.93)
TYPE "P-TT" MANHOLE
TOP 25.40
INV. 18.56

D454
(N1737164.59, E634215.95)
TYPE "P-TT" MANHOLE
TOP 24.85
INV. 18.18

D455
(N1737161.99, E633965.96)
TYPE "P-TT" MANHOLE
TOP 24.34
INV. 17.80

D456
(N1737248.57, E633822.37)
TYPE "P-TT" MANHOLE
TOP 24.70
INV. 17.55

EX. OS-5

EX. INLET
TOP 23.35
INV. 17.50(48'N)
INV. 17.34(48'S)
CONN. INTO EX.
INV. 17.50(24'E)

D457
OUTFALL CONTROL STRUC.
TOP 23.80
INV. 18.76(24')

D458
(N1737050.57, E633859.85)
TYPE "J-TT" MANHOLE
TOP 24.30
INV. 18.73(24'NE)
INV. 18.95(24'S)
INV. 18.73(36'W)

D459
STD. CONC. HDWL
TOP 22.50
INV. 19.00(24')

EX. OS-9

EX. END WALL
TOP 22.91
INV. 18.70(36')
CONN. INTO EX.
INV. 18.70 VIA
CONC. COLLAR
FDOT INDEX *280

STORM PIPE

D400 TO D400A
33'-15" RCP @ 0.33%

D400A TO D402
143'-18" RCP @ 0.21%

D401 TO D402
33'-15" RCP @ 0.33%

D402 TO D403
66'-24" RCP @ 0.15%

D403 TO D407
145'-24" RCP @ 0.15%

D404 TO D405
34'-15" RCP @ 0.32%

D405 TO D407
259'-18" RCP @ 0.21%

D406 TO D407
37'-15" RCP @ 0.32%

D407 TO D407A
124'-30" RCP @ 1.00%

D407A TO D408
54'-30" RCP @ 1.76%

D409 TO D410
41'-15" RCP @ 0.32%

D410 TO D412
212'-18" RCP @ 0.21%

D411 TO D412
33'-15" RCP @ 0.36%

D412 TO D413
43'-30" RCP @ 0.14%

D413 TO D415
128'-30" RCP @ 0.14%

D414 TO D415
33'-15" RCP @ 0.36%

D415 TO D416
218'-30" RCP @ 0.40%

D416 TO D422
50'-30" RCP @ 0.18%

D417 TO D418
33'-15" RCP @ 0.36%

D418 TO D420
283'-18" RCP @ 0.21%

D419 TO D420
33'-15" RCP @ 0.36%

D420 TO D422
219'-18" RCP @ 0.21%

D421 TO D422
33'-15" RCP @ 0.36%

D422 TO D423
126'-36" RCP @ 0.51%

D424 TO D425
34'-15" RCP @ 0.32%

D425 TO D427
218'-18" RCP @ 0.21%

D426 TO D427
33'-15" RCP @ 0.36%

D427 TO D428
124'-24" RCP @ 1.00%

D428 TO D429
57'-24" RCP @ 1.04%

D450 TO D451
121'-24" RCP @ 0.15%

D451 TO D452
163'-24" RCP @ 0.15%

D452 TO D453
348'-24" RCP @ 0.15%

D453 TO D454
250'-24" RCP @ 0.15%

D454 TO D455
250'-24" RCP @ 0.15%

D455 TO D456
168'-24" RCP @ 0.15%

D456 TO EX. OS-5
35'-24" RCP @ 0.15%

D457 TO D458
23'-24" RCP @ 0.15%

D458 TO D459
35'-24" RCP @ 0.15%

D458 TO EX. OS-9
42'-36" RCP @ 0.06%

REVISED LAYOUT & GRADING

NOTES:
1. TABLES FOR REFERENCE ONLY. CONTRACTOR TO REFER TO PLAN & PROFILE SHEETS FOR STRUCTURE CONSTRUCTION DETAILS.
2. SEE SHT. No. C39 FOR DRAINAGE STRUCTURE DETAIL.



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WESTPORT RESERVE
(PHASE 4)

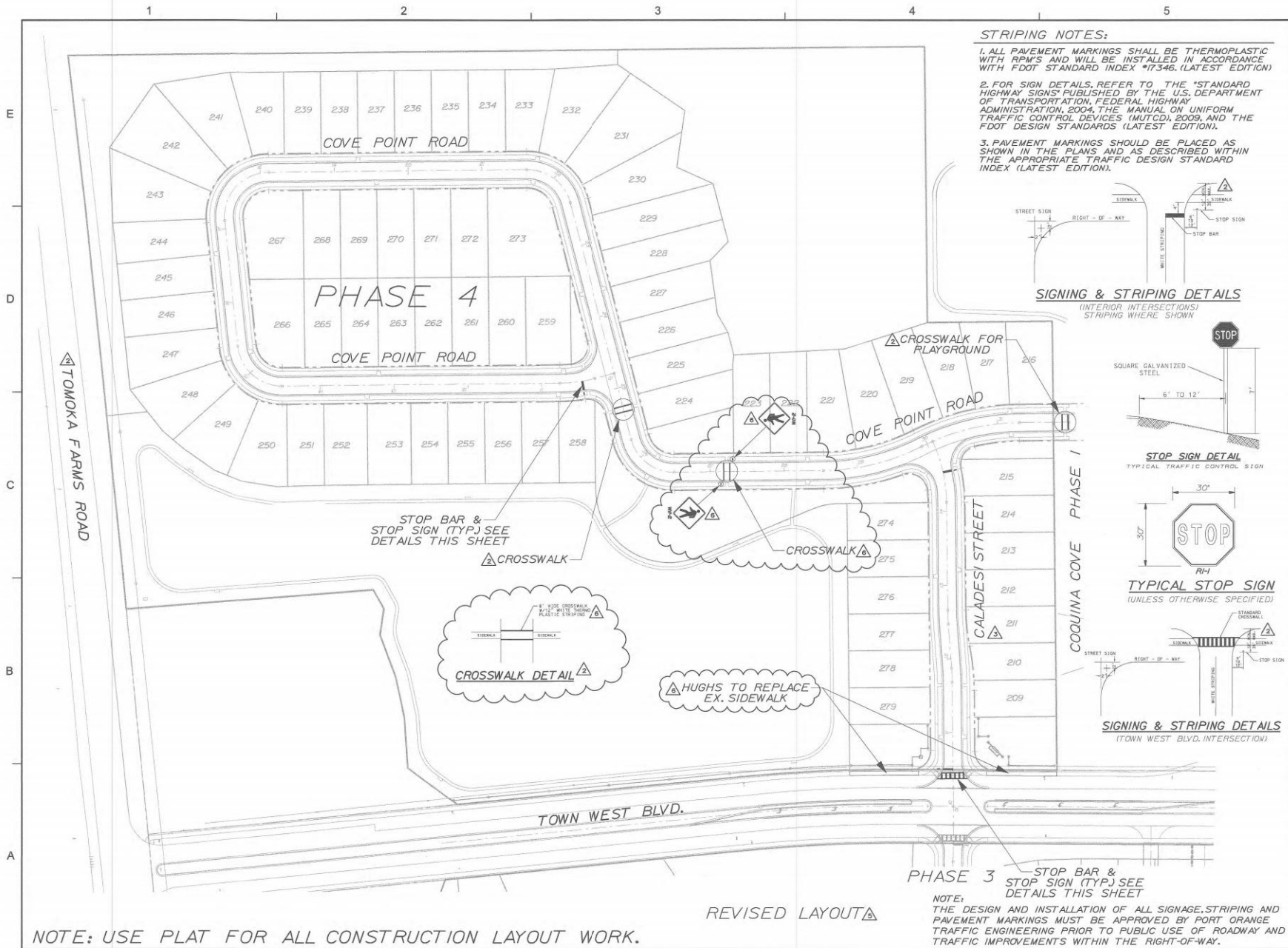
CITY OF PORT ORANGE, FLORIDA



REVISIONS			
NO.	DATE	BY	DESCRIPTION

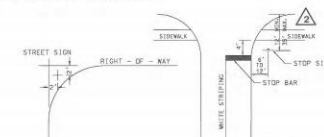
PROJECT #	PROJECT #50083138
DRAWN BY	KJK
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 88
TITLE	PHASE 4 DRAINAGE STRUCTURES TABLES
PROJECT:	CC 1/Final/SF Phase 4
SHEET NO.	

C23



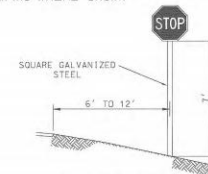
STRIPING NOTES:

1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC WITH RPM'S AND WILL BE INSTALLED IN ACCORDANCE WITH FOOT STANDARD INDEX #17346. (LATEST EDITION)
2. FOR SIGN DETAILS, REFER TO THE "STANDARD HIGHWAY SIGNS" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, 2004, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), 2009, AND THE FDOT DESIGN STANDARDS (LATEST EDITION).
3. PAVEMENT MARKINGS SHOULD BE PLACED AS SHOWN IN THE PLANS AND AS DESCRIBED WITHIN THE APPROPRIATE TRAFFIC DESIGN STANDARD INDEX (LATEST EDITION).



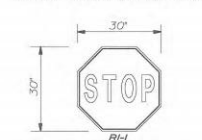
SIGNING & STRIPING DETAILS

(INTERIOR INTERSECTIONS)
STRIPING WHERE SHOWN



STOP SIGN DETAIL

TYPICAL TRAFFIC CONTROL SIGN



TYPICAL STOP SIGN

(UNLESS OTHERWISE SPECIFIED)



SIGNING & STRIPING DETAILS

(TOWN WEST BLVD. INTERSECTION)

PHASE 3 STOP BAR & STOP SIGN (TYP.) SEE DETAILS THIS SHEET

NOTE:
THE DESIGN AND INSTALLATION OF ALL SIGNAGE, STRIPING AND PAVEMENT MARKINGS MUST BE APPROVED BY PORT ORANGE TRAFFIC ENGINEERING PRIOR TO PUBLIC USE OF ROADWAY AND TRAFFIC IMPROVEMENTS WITHIN THE RIGHT-OF-WAY.

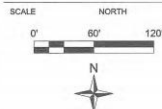
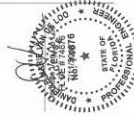


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WESTPORT RESERVE
(PHASE 4)

CITY OF PORT ORANGE, FLORIDA

SEAL



REVISIONS

No.	DATE	BY	Description
1	7-10-18	KJK	REV PER CITY
2	12-30-17	KJK	REV LAYOUT & GRADING
3	10-2-17	KJK	REV PER CITY
4	8-14-17	KJK	REV PER CITY

PROJECT #	PROJECT #50083136
DRAWN BY	KJK
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 88

TITLE

PHASE 4
STRIPING
PLAN

PROJECT: CC 1/FinalSF Phase 4
SHEET NO.

C24

NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.

REVISED LAYOUT

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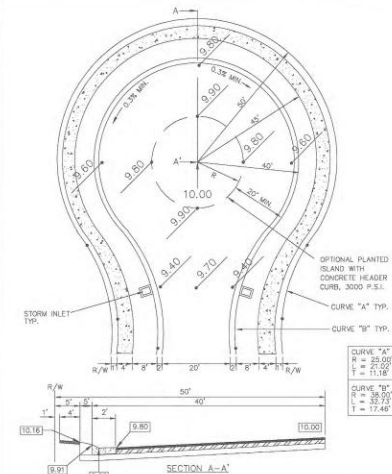
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ROAD CLASSIFICATION	DESIGN SPEED (MPH)	LANE WIDTH (L)	RIGHT OF WAY WIDTH	MIN. HORIZ. RADIUS (L)	MIN. VERT. CURVE	MIN. LONG. GRADE (%)	MIN. INT. SPACE
LOCAL / COLLECTOR UP TO 400 VPD	15	10	50	90'	75'	0.3	150'
	20	10	50	90'	125'	0.3	200'
	25	11	50	180'	180'	0.3	250'
	30	11	60	90'	125'	0.3	200'
	35	12	80	300'	200'	0.3	330'
ARTERIAL UP TO 7500 VPD	35	12	80	375'	225'	0.5	660'
	40	12	80	450'	275'	0.5	660'
	45	12	80	450'	275'	0.5	660'

- NOTES:
- ALL ROADWAY DESIGN SHALL MEET THE MINIMUM REQUIREMENTS OF THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION, AND MAINTENANCE FOR STREETS AND HIGHWAYS (LATEST EDITION), AS PUBLISHED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
 - PAVEMENT WIDTHS FOR INDUSTRIAL AND COMMERCIAL ROADS SHALL BE INCREASED BY A MINIMUM OF ONE (1) FOOT.
 - AS A RULE, ALL INTERSECTIONS SHALL BE DESIGNED AT 90 DEGREE ANGLES. DEVIATION FROM THIS SHALL BE CONSIDERED STRICTLY ON A CASE BY CASE BASIS. IN THE EVENT THAT ANY DEVIATION IS PERMITTED, THEN IN NO CASE SHALL THE INTERSECTION ANGLES BE LESS THAN 60 DEGREES. INTERSECTIONS WITH ARTERIAL ROADWAYS EXCEPT ON LOCAL AND COLLECTOR ROADWAYS WHICH SHALL NOT BE LESS THAN 60 DEGREES. INTERSECTIONS WITH COUNTY AND STATE ROADS SHALL BE 90 DEGREES.
 - ALL INTERSECTIONS AND ACCESS POINTS SHALL HAVE ADEQUATE LINE OF SIGHT BASED ON AN EYE LEVEL OF 3.5' ABOVE THE GROUND AND AN OBJECT 3.0' ABOVE THE LOWEST ROADWAY. FOR PURPOSES OF THIS STANDARD, THE EYE LEVEL SHALL BE MEASURED 8' IN BACK OF THE STOP BAR AT ENTRANCES. THE FOLLOWING SIGHT DISTANCES SHALL BE PROVIDED:

DESIGN SPEED (MPH)	20	25	30	35	40	45	50	55
SIGHT DISTANCE (FT) (MINIMUM)	200	250	300	350	400	450	500	550

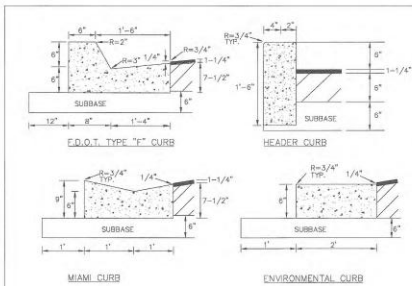


STANDARD CONSTRUCTION DETAIL
ROADWAY GEOMETRY

FILE NAME: R6.DWG
DETAIL REF: R-6
REV. 12/08

STANDARD CONSTRUCTION DETAIL
STANDARD CUL-DE-SAC DETAIL WITH DUAL STORM INLET "PREFERRED"

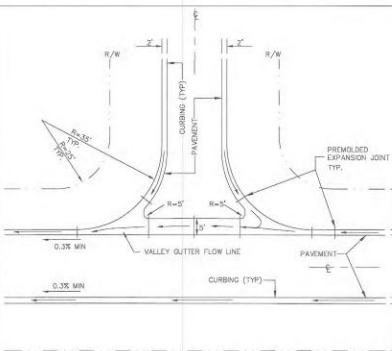
FILE NAME: R8.DWG
DETAIL REF: R-8
REV. 12/08



- NOTES:
- ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3000 P.S.I. CONCRETE.
 - 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500'.
 - CONSTRUCTION JOINT REQUIRED EVERY 10' MINIMUM (4' MINIMUM).
 - 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
 - 6" SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST AND SHALL BE STABILIZED TO A MINIMUM L.B.K. 45.
 - EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
 - IN NO INSTANCE SHALL EXTRUDED CURBS (DEFINED AS HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT) BE PERMITTED.
 - ALL ASPHALT AND/OR PAVEMENT DRIVEWAY APPROX. LOCATED IN PUBLIC RIGHTS-OF-WAY, SHALL INCLUDE CURBING.

STANDARD CONSTRUCTION DETAIL
STANDARD CURB CONSTRUCTION

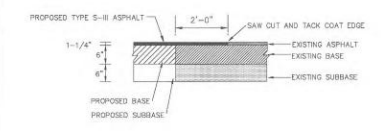
FILE NAME: R9.DWG
DETAIL REF: R-9
REV. 12/08



- NOTES:
- VALLEY GUTTER TO HAVE A STANDARD MINIMUM LONGITUDINAL SLOPE OF 0.50%.
 - VALLEY GUTTER TO BE CONSTRUCTED OF 28 DAY, 3000 P.S.I. CONCRETE.
 - 6" SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM L.B.K. 45 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
 - VALLEY GUTTERS ARE REQUIRED WHEN STORMWATER CROSSES THE INTERSECTION OF ROADWAYS AND DRIVEWAY CONNECTIONS.
 - REFER TO F.O.D.T. STANDARD INDEX NO. 300.

STANDARD CONSTRUCTION DETAIL
ROADWAY INTERSECTION VALLEY GUTTER

FILE NAME: R10.DWG
DETAIL REF: R-10
REV. 12/08



STANDARD CONSTRUCTION DETAIL
PAVEMENT BUTT JOINT

FILE NAME: R11.DWG
DETAIL REF: R-11
REV. 12/08

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WESTPORT RESERVE
(PHASE 4)

SEAL

7/11/2019

CITY OF PORT ORANGE, FLORIDA

NO.	DATE	BY	DESCRIPTION

PROJECT # PROJECT #50063136
DRAWN BY K.K.
APPROVED BY DMV
CHECKED BY DMV
DATE MAY 2018
DATUM NAVD 88

TITLE
CITY ROAD/
DRAINAGE
DETAILS

PROJECT: CC 1/FinalSP Phase 4
SHEET NO.

C25

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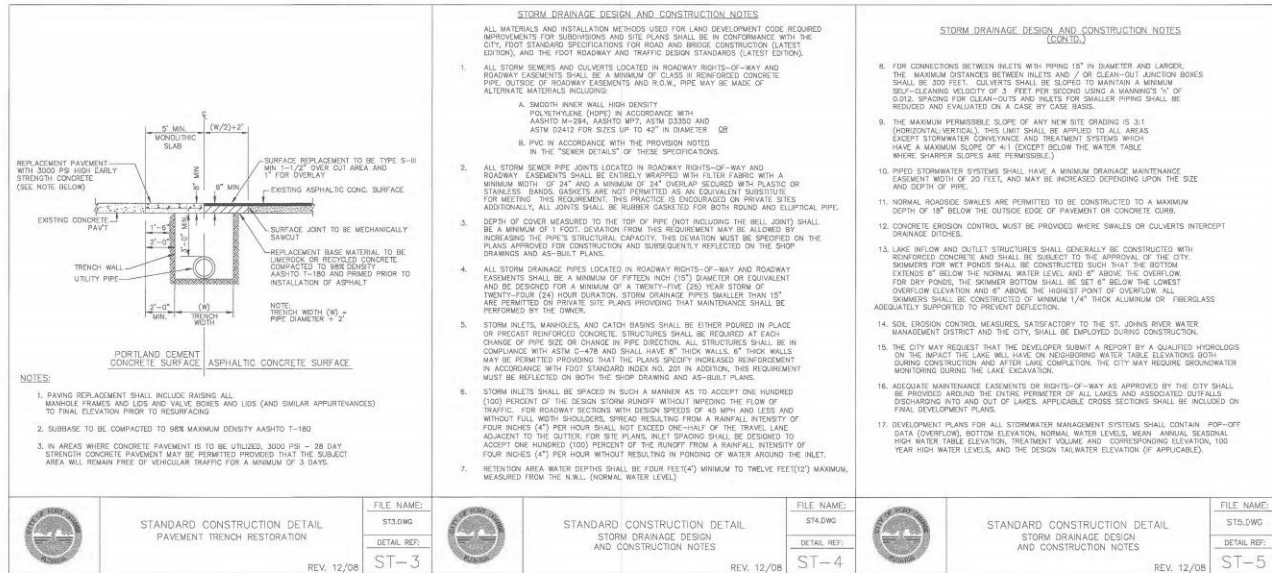
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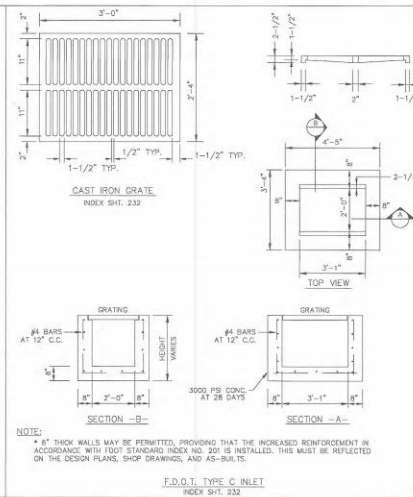
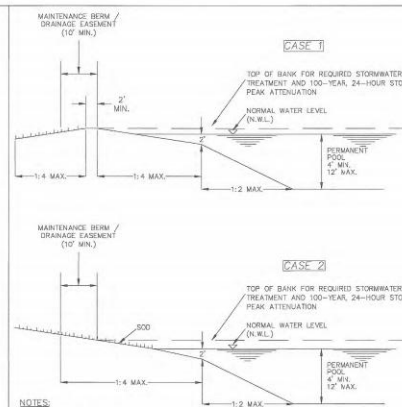
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STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES (CONT'D.)

- IN GENERAL, ALL RETENTION / DETENTION SITES MUST BE CONSTRUCTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT POINT CONDITIONS DICTATE. SEWER AND WATER MAINS MAY BE INSTALLED PRIOR TO RETENTION/DETENTION SITE CONSTRUCTION IF DETERMINING IS NOT REQUIRED.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DRAINAGE PERMITS THAT MAY BE REQUIRED.
- WHEN CULVERTS ARE INSTALLED TO MAINTAIN THE FLOW OF EXISTING DRAINAGE WAYS WHERE NEWLY PROPOSED ROADS WOULD OTHERWISE SEVER THE DRAINAGE WAY, THEN CULVERTS CROSSING RIGHTS-OF-WAY SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY. CULVERTS SHALL BE DESIGNED TO ACCOMMODATE THE FLOW FROM THE 100 YEAR - 24 HOUR STORM EXIST WITHOUT FLOODING ADJACENT PROPERTY OR SURROUNDING THE SAID ROADWAY.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF THE SURVEY POINT AND THE INDEX POINT AT THE CONSTRUCTION SITE, AND ABIDE BY ALL CONDITIONS OF THE PERMIT.
- LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.



REQUIREMENTS FOR AS-BUILT DRAWINGS

IN ORDER TO ENSURE THAT NEW SUBDIVISIONS AND SITE PLANS ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS, THE FOLLOWING INFORMATION IS REQUIRED ON ALL SUBDIVISION AS-BUILT DRAWINGS.

- INDIVIDUAL PLAN AND PROFILE SHEETS FOR ALL ROADS AND SANITARY SEWER LINES, SHOWING MANHOLES, INLETS, AND PIPE CROSSINGS. PLAN AND PROFILE SHEETS SHALL SHOW SANITARY LINES AND ALL OTHER RATED UTILITIES THAT CROSS SEWER LINES, AND ANY THAT PARALLEL AND ARE WITHIN TEN FEET OF SANITARY SEWER LINES. PLAN VIEWS SHALL BE DRAWN AT A SCALE OF ONE (1) INCH EQUAL TO FORTY (40) FEET HORIZONTAL. PROFILES SHALL BE DRAWN AT ONE (1) INCH EQUAL TO FOUR (4) FEET VERTICAL.
- PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK (FOR SUBDIVISIONS) AND AS APPROPRIATE TO CONFIRM PAVING LIMITS (ON SITE PLANS).
- ALL RADI AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION IS TO BE CLEARLY INDICATED ON THE AS-BUILT.
- ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES, 100' INTERVALS LONG ROADWAY, AND OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE AS-BUILT CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILES SO IT MAY BE COMPARED TO THE DESIGN PROFILE GRADE LINES. IN THE EVENT THAT THE AS-BUILT CENTERLINE LONGITUDINAL GRADE DOES NOT MEET THE CITY MINIMUM STANDARDS, ADDITIONAL LONGITUDINAL GRADES OF THE ADJACENT CURBING AND SIMILAR ROADWAY CROSS-SECTION SURVEYS TO VERIFY THE CORRECT CROSS SLOPE, SHALL BE REQUIRED TO VERIFY THAT THE SYSTEM WILL FUNCTION AS ORIGINALLY DESIGNED.
- STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND / OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE.
- STORM DRAINAGE PIPE INVERT AND INLET ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
- STORM DRAINAGE PIPE MATERIAL, LENGTH AND SIZE SHALL BE MEASURED AND / OR VERIFIED. THIS INFORMATION IS TO BE CLEARLY INDICATED.
- ALL APPLICABLE TOPOGRAPHIC INFORMATION PERTINENT TO THE ON-SITE DRAINAGE SYSTEM, SUCH AS DITCHES, SWALES, LAKES, CANALS, ETC. THAT ARE DETERMINED NECESSARY BY THE CITY TO VERIFY THE FUNCTIONAL PERFORMANCE OF THE STORMWATER SYSTEM, SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 300 FEET AT THE TOP OF BANK AND TOE OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACQUIRE TO DO DOWN THESE FEATURES TO THE ROADWAY CENTERLINES AND TO P-L LINES WHENEVER POSSIBLE. CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES.
- RETENTION AREAS SHALL HAVE THEIR TOP OF BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK WITH SLOPE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
- ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WET STRUCTURES AND SUMMERS SHALL BE NOTED ON THE AS-BUILT.
- STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE AND TOP OF BANK SHALL BE RECORDED EVERY 100 FEET. SLOPE SLOPES SHALL ALSO BE INDICATED.



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WESTPORT RESERVE
(PHASE 4)

CITY OF PORT ORANGE, FLORIDA

7/11/2018

REVISIONS				
No.	DATE	BY	DESCRIPTION	REV PER CITY
1	8-14-17	KJK	REV PER CITY	

PROJECT #	PROJECT #00083130
DRAWN BY	KJK
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 88

TITLE

CITY ROAD/ DRAINAGE DETAILS

PROJECT: CC 19FinalPhase 4

SHEET NO.

C28

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REQUIREMENTS FOR AS-BUILT DRAWINGS (CONT'D)

IN ORDER TO ENSURE THAT NEW SUBDIVISIONS AND SITE PLANS ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS, THE FOLLOWING INFORMATION IS REQUIRED ON ALL SUBDIVISION AS-BUILT DRAWINGS.

- SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL RIM AND INVERT ELEVATIONS SHALL BE VERIFIED AND RECORDED. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
- FOR SUBDIVISIONS, PROPOSED DESIGN FINISHED FLOOR ELEVATIONS SHALL APPEAR ON ALL SUBDIVISION LOTS ON THE APPROPRIATE PLAN AND PROFILE SHEET AS WELL AS ON THE MASTER DRAINAGE PLAN. SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
- SEWER LATERALS SHALL BE VERIFIED AND RECORDED AT THEIR CLEAN-OUT LOCATIONS. STATIONING AND OFFSET DISTANCES SHALL BE REQUIRED FROM DOWNSTREAM MANHOLES TOWARDS UPSTREAM MANHOLES.
- UPSTATION AND FORCE MAINS SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. FORCE MAIN DEPTH AND LOCATION INCLUDING VALVES WILL BE PROVIDED AND TIED TO PERMANENT ABOVE GRADE FEATURES. DIMENSIONAL AND ELEVATION INFORMATION INDICATED ON THE APPROVED PLAN SHALL BE VERIFIED AND RECORDED. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION. BURIED ELECTRICAL SERVICE LINE SHALL BE CLEARLY DIMENSIONED, LOCATED, AND LABELED.
- CURB CUTS OR METAL TABS, USED TO MARK SEWER LATERALS, WATER SERVICES AND WATER VALVES, SHALL BE VERIFIED FOR PRESENCE AND ACCURACY OF LOCATION.
- POTABLE AND RECLAIMED WATER MAIN LINES SHALL BE DIMENSIONED OFF THE BACK OF CURB, OR EDGE OF PAVEMENT IF NO CURB IS PRESENT. WATER MAIN LINE MATERIAL, SIZE, LENGTH AND DEPTH PLACED SHALL ALSO BE NOTED. LOCATIONS OF VALVES, TEES AND CROSSES SHALL BE TIED TO (3) THREE PERMANENT ABOVE GRADE FEATURES. THIS INFORMATION SHALL BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
- POTABLE AND RECLAIMED WATER VALVES, TEES, BENDS, ALL SERVICES AND THE HYDRANTS SHALL BE LOCATED BY TYPING THEM TO SANITARY SEWER MANHOLES. SIMILARLY, FORCE MAIN VALVES, TEES AND BENDS SHALL BE LOCATED IN THE SAME MANNER. STATIONING AND OFFSET DISTANCES SHALL BE MEASURED FROM DOWNSTREAM MANHOLES TO UPSTREAM MANHOLES.
- FOR PERPENDICULAR CROSSINGS OF STORMWATER, SANITARY SEWER, POTABLE WATER, OR RECLAIMED WATER, THE AS-BUILT PLANS SHALL CLEARLY INDICATE WHICH UTILITIES ARE LOCATED OVER OR UNDER OTHER UTILITIES, AS NECESSARY.
- ANY SPECIAL FEATURES SUCH AS CONCRETE FLOWERS, LAKE BANKS, WALLS, FENCING, ETC., WHICH WERE A PART OF THE APPROVED CONSTRUCTION DRAWINGS SHOULD ALSO BE LOCATED AND DIMENSIONED.
- IF AN APPROVED SUBDIVISION PLAT OR SITE PLAN SHOWS A CONSERVATION EASEMENT, THE PROJECT SURVEYOR SHALL PROVIDE THE EXACT LOCATION OF THE SPECIMEN TREES FROM THE RIGHT-OF-WAY OR PROPERTY LINES AND PROPOSED EASEMENT BOUNDARIES ON THE AS-BUILT DRAWING. THE AS-BUILT LOCATION OF THESE TREES WILL HELP VERIFY THE SUFFICIENCY OF THE CONSERVATION EASEMENT PRIOR TO PLAT RECORDING OR CERTIFICATE OF OCCUPANCY.



STANDARD CONSTRUCTION DETAIL REQUIREMENTS FOR AS-BUILT DRAWINGS

REV. 12/08

FILE NAME:
M1.DWG
DETAIL REF:
M-1

REQUIREMENTS FOR AS-BUILT DRAWINGS (CONT'D)

IN ORDER TO ENSURE THAT NEW SUBDIVISIONS AND SITE PLANS ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS, THE FOLLOWING INFORMATION IS REQUIRED ON ALL SUBDIVISION AS-BUILT DRAWINGS.

- WHEN STORMWATER, POTABLE WATER, RECLAIMED WATER, OR SANITARY SEWER IMPROVEMENTS ARE LOCATED WITHIN AN EASEMENT, THE AS-BUILT DRAWING SHALL ACCURATELY DETECT THE LOCATION OF THE EASEMENT ITSELF AS WELL AS THE EXACT LOCATION OF THE IMPROVEMENTS WITHIN THE EASEMENT. IT IS REQUIRED IN ORDER TO VERIFY THAT THE IMPROVEMENTS HAVE BEEN PROPERLY LOCATED AND TO ENSURE THAT FUTURE SUBSURFACE EXCAVATION TO PERFORM REMEDIAL REPAIR CAN BE ACCOMPLISHED WITHOUT DISTURBANCE BEYOND THE EASEMENT. SUCH DOCUMENTATION AND THE ASSOCIATED PROPOSED EASEMENT DOCUMENT WITH LEGAL DESCRIPTION SHALL BE SUBMITTED FOR CITY REVIEW AND APPROVAL PRIOR TO RECORDING OF SAID EASEMENT. UPON CITY APPROVAL, THE EASEMENT SHALL BE RECORDED VIA A SEPARATE LEGAL INSTRUMENT AND SHALL NOT BE INCLUDED AS PART OF HOMEOWNER COVENANTS & RESTRICTIONS.

NOTE: 1. REFERENCES TO WATER SHALL MEAN BOTH POTABLE AND RECLAIMED WATER.



STANDARD CONSTRUCTION DETAIL REQUIREMENTS FOR AS-BUILT DRAWINGS

REV. 12/08

FILE NAME:
M1.DWG
DETAIL REF:
M-1

PLAN SHEET REQUIREMENTS:

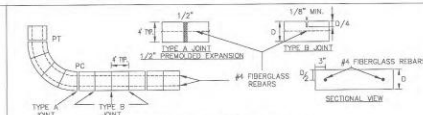
- PLANS SUBMITTED TO THE COMMUNITY DEVELOPMENT DEPARTMENT FOR REVIEW INCLUDING SITE PLANS, SUBDIVISIONS, PLANNED UNIT DEVELOPMENTS, AND OTHER DEVELOPMENTS, SHALL CONSIST OF AT LEAST THE FOLLOWING ITEMS:
 - INDEX PAGE WITH AREA MAP SHOWING PROJECT LIMITS
 - PLAN AND PROFILE SHEETS, AS APPROPRIATE
 - PLAN SHEETS, AS APPROPRIATE
 - PROFILE SHEETS, AS APPROPRIATE
 - DETAIL SHEETS, AS APPROPRIATE
 - OTHER INFORMATION, AS REQUIRED BY CODE
- THEY SHALL BE DRAWN ON STANDARD 24" X 36" SHEETS. THE PLAN AND PROFILE MAY BE EITHER SINGLE OR DOUBLE AS THE INDIVIDUAL PROJECT DICTATES. EACH SHEET SHALL CONTAIN AN APPROPRIATE TITLE BLOCK SHOWING THE FOLLOWING INFORMATION:
 - THE NAME OF THE PROJECT
 - THE NAME, ADDRESS, AND PHONE NUMBER OF THE COMPANY PREPARING THE DRAWINGS
 - THE NAME, ADDRESS, AND PHONE NUMBER OF THE ENGINEER, SURVEYOR, OR LANDSCAPE ARCHITECT, AS APPROPRIATE
 - THE SHEET NUMBER
 - THE DRAWING NUMBER
 - THE DATE
 - ANY REVISIONS AND DATE
 - OTHER INFORMATION AS APPROPRIATE
- THE STANDARD SHEET SHALL BE Laid OUT AS SHOWN BELOW, WITH EACH SHEET CONTAINING A NORTH ARROW AND SCALE.



STANDARD CONSTRUCTION DETAIL PLAN SHEET REQUIREMENTS

REV. 12/08

FILE NAME:
M2.DWG
DETAIL REF:
M-2



SIDEWALK CONSTRUCTION REQUIREMENTS

- ALL CONCRETE SIDEWALKS & BIKE PATHS IN PUBLIC RIGHT-OF-WAY, PRIVATE RIGHT-OF-WAY AND ON NON-RESIDENTIAL SITES SHALL CONTAIN FIBERGLASS REINFORCEMENT EXCEPT REPAIRS TO NON-REINFORCED EXISTING SIDEWALKS. FIBERGLASS REINFORCEMENT SHALL NOT BE REQUIRED ON PRIVATE RESIDENTIAL SIDEWALKS.
- SIDEWALKS, DRIVEWAYS, RAMP, AND DRIVEWAY APPROACHES SHALL BE CONSTRUCTED OF 14-M PORTLAND CEMENT CONCRETE WITH FIBERGLASS REINFORCEMENT, HAVING A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS.
- 2-#4 CONTINUOUS FIBERGLASS BARS (6" OVERLAP REQUIRED) SHALL BE INSTALLED LONGITUDINALLY, 3" FROM THE EDGE OF ALL DRIVEWAYS AND SIDEWALKS TO CONTROL DIFFERENTIAL MOVEMENT AT JOINTS. SIDEWALKS AND DRIVEWAYS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE SCATTERING TO SAVE SCAPED TREES PROVIDED THAT THE SIDEWALK REMAINS WITHIN THE RIGHT-OF-WAY OR AN APPROVED SIDEWALK EASEMENT ADJOINING THE RIGHT OF WAY. SIDEWALKS AND BIKE PATHS SHOULD BE LOCATED AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT UNLESS OTHERWISE APPROVED BY THE CITY.
- THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 4 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
- ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE WALKWAY SECTIONS FROM SECTIONS WHICH WILL DISCONTINUE VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 90 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND DRIVEWAYS. JOINT MATERIAL SHALL BE PERFORMED JOINT FILLER MEETING F.D.O.T. SPECIFICATIONS.
- CONTROL JOINTS (TYPE B JOINTS) SHALL BE MOVED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 4 FEET WHICHEVER IS GREATER.
- THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF EXISTING ADJACENT SLABS AND ALL CORNERS SHALL BE TOoled TO ELIMINATE SHARP CORNERS.
- THE BEARING SURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATERIAL REMOVED, AND THE REMAINING CLEAN SOL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED TO A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
- ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SURFACE IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ADJUTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL, SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
- SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
- ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL, AND THE DISTURBED GROUND SHALL BE BACKFILLED, REPAIRED, AND SLOPED SO THAT THE NEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.



STANDARD CONSTRUCTION DETAIL SIDEWALK CONSTRUCTION REQUIREMENTS

REV. 12/08

FILE NAME:
M3.DWG
DETAIL REF:
M-3



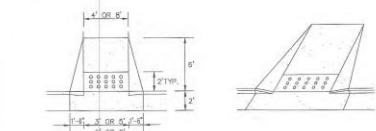
Dewberry Engineers Inc.
801 NORTH MAGNOLIA AVE
SUITE 1000
CHICAGO, IL 60606
PHONE: 407.841.8120
ENGINEERING BUSINESS 4794

WESTPORT RESERVE
(PHASE 4)

CITY OF PORT ORANGE, FLORIDA

7/1/2018

SEAL



NOTES:

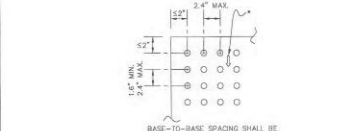
- RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH CROSSMAX MARKING DETAILS SHOWN IN THE PLANS.
- CURBED RAMPS SHALL HAVE FLARED SIDES WITH A MAXIMUM SLOPE OF 12:1.
- NO CURB TRANSITION IS NEEDED FOR MIAMI CURBS.
- ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FOOT INDEX NO. 304 AND ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH THE AMERICAN DISABILITY ACT.
- CURB RAMPS SUBJECT TO THE DEPARTMENT OF TRANSPORTATION REGULATION CFR 37.21 SHALL HAVE A DETECTABLE WARNING.



STANDARD CONSTRUCTION DETAIL SIDEWALK AND BIKEPATH RAMP (WITHIN RIGHT-OF-WAY)

REV. 2/13

FILE NAME:
M4.DWG
DETAIL REF:
M-4



NOTES:

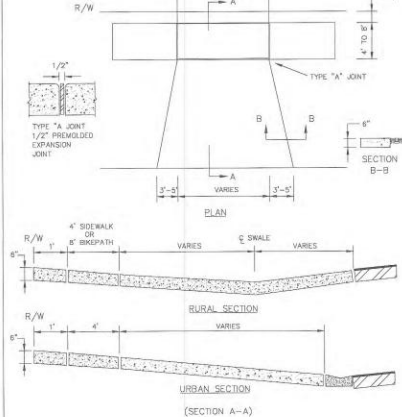
- ON RAMPS THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL ON RAMPS INTERSECTING CURBS ON A RADIUS. THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.
- CURB RAMPS SUBJECT TO THE DEPARTMENT OF TRANSPORTATION REGULATION CFR 37.21 SHALL HAVE A DETECTABLE WARNING.



STANDARD CONSTRUCTION DETAIL SIDEWALK AND BIKEPATH RAMP

REV. 2/13

FILE NAME:
M5.DWG
DETAIL REF:
M-5



NOTES:

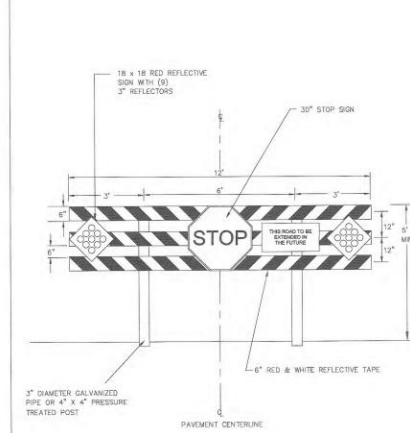
- DRIVEWAY APRON BASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM 1.5% 40-60 BASED ON AASTHO T-99 MOISTURE PROCTOR TEST.
- CONCRETE DRIVEWAY APRON TO BE 28 DAY, 3000 P.S.I.



STANDARD CONSTRUCTION DETAIL DRIVEWAY APRON

REV. 12/08

FILE NAME:
M6.DWG
DETAIL REF:
M-6



STANDARD CONSTRUCTION DETAIL ROAD BARRICADE

REV. 12/08

FILE NAME:
M9.DWG
DETAIL REF:
M-9

REVISIONS

No.	DATE	BY	Description

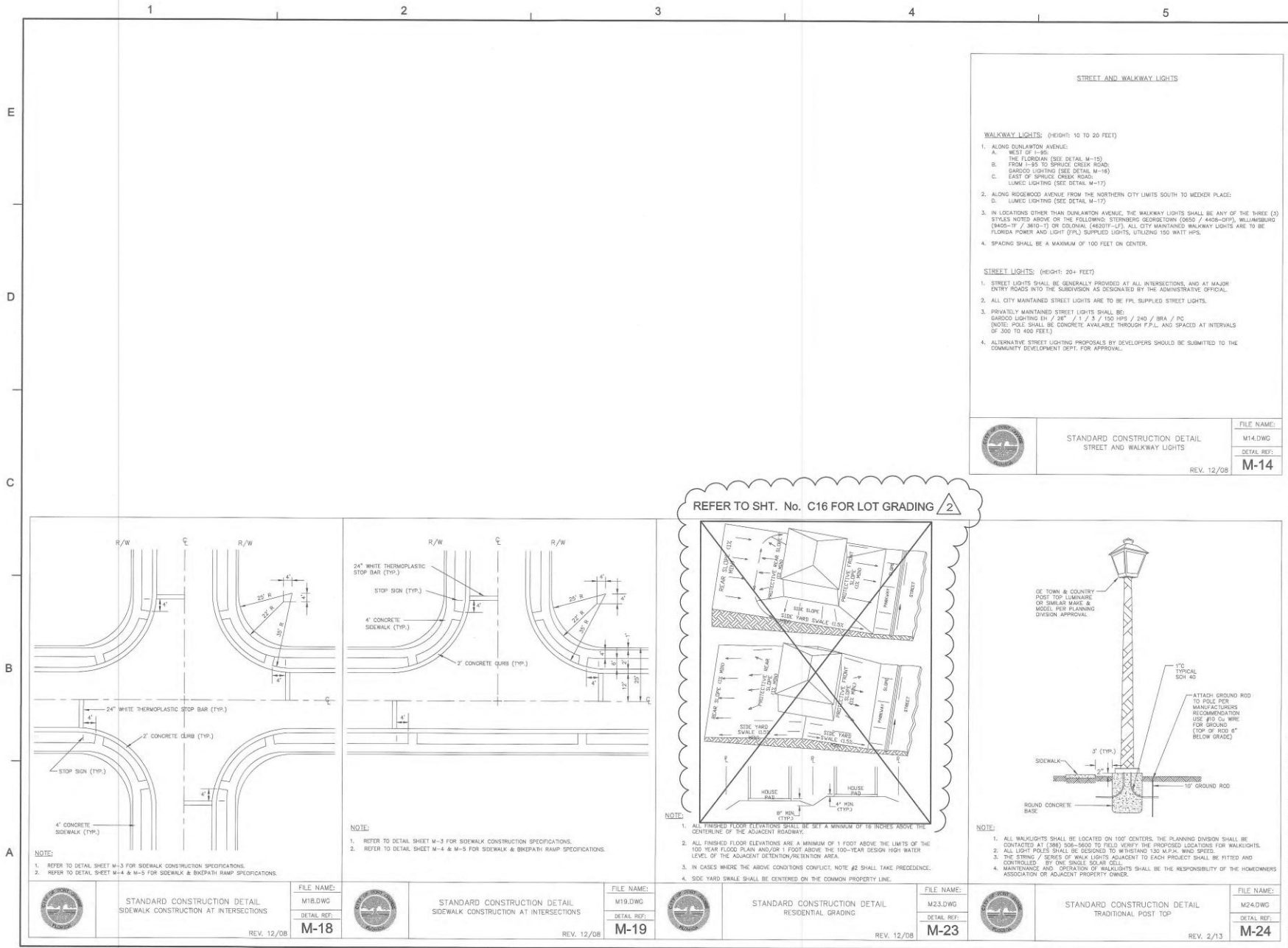
PROJECT # PROJECT #00083136
DRAWN BY JJK
APPROVED BY DMV
CHECKED BY DMV
DATE MAY 2018
DATUM NAVD 88

TITLE

CITY ROAD/
DRAINAGE
DETAILS

PROJECT: CG 1FinalSP Phase 4
SHEET NO.

C29



City of Port Orange Public Utilities Department

List of Approved Products

Sanitary Sewer & Force Main

12/08

AK Release Valves

MANUFACTURER	MODEL #
A.S.I.	D-02 SP (Plastic)

Gate Valves and Teevalves - Resilient Seated (AWWA C509 and C515) 24" or Smaller

MANUFACTURER	MODEL #
American AVK Co.	Series 3, 18, 25, 45, 55, & 66
Crow	Model 2838 and 2839
Muesler	A-2360, A-2361, T-2360 & T-2361
American Flow Control	Series 2300

Joints Resealed - PVC Only

MANUFACTURER	MODEL #
EBBA Iron Inc	Series 1300/1600 2000/2300/2800
Star Pipe	Starpipe Series 1000/1100/1200/4000
Sigma	One-Lock SLC PVC-Lok for PVC
Smith-Blair	Cam-Lock (111 & 120) & Bell-Lock (133 & 165)

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER & FORCE MAIN
APPROVED PRODUCTS

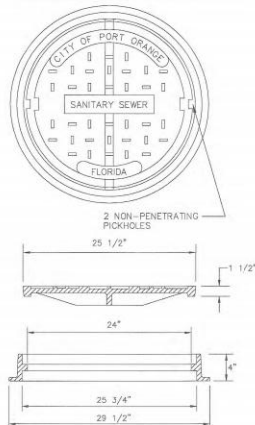
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S5.DWG

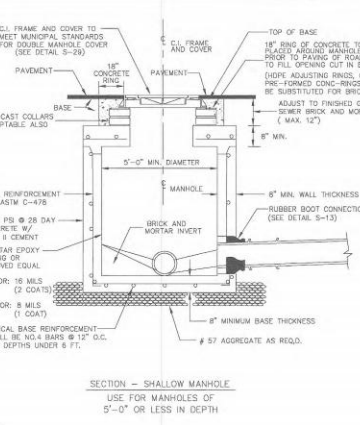
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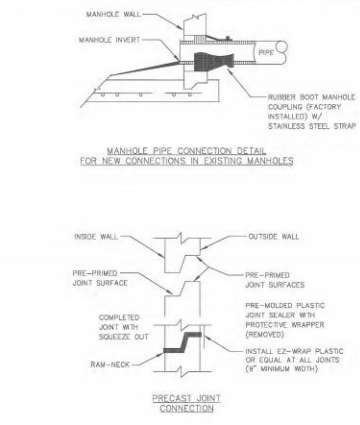
S-5

City of Port Orange Public Utilities Department		
List of Approved Products		
Sanitary Sewer & Force Main		12/08
<u>Force Main Fittings – PVC and DIP Class 350 (with Protecto 401 Ceramic Epoxy)</u>		
<u>C-900, C-905 or C-907</u>		
MANUFACTURER		MODEL #
Harco		
Multi-Fittings		
Plastic Trends		
Head		
Tyler/Union (Lined with Protecto 401 Ceramic Epoxy)		
<u>Manhole and Lift Station Wet Well Rehabilitation Liner</u>		
MANUFACTURER		MODEL #
Raven 405		
1/2" Minimum Thick Fiberglass Liner (cylinder)		
STANDARD CONSTRUCTION DETAIL SANITARY SEWER & FORCE MAIN APPROVED PRODUCTS		FILE NAME: S5.DWG DETAIL REF: S-5

STANDARD CONSTRUCTION DETAIL STANDARD MANHOLE		FILE NAME: S6.DWG DETAIL REF: S-6
REV. 12/08		

 NOTES: 1- MATERIAL: ASTM-A48 CLASS 35B GRAY IRON 2- RING WT.: 85 LBS. APP. 3- COVER WT.: 120 LBS. APP.		
STANDARD CONSTRUCTION DETAIL SANITARY SEWER COVER & GENERAL NOTES USF 117 RING & BL COVER		FILE NAME: S7.DWG DETAIL REF: S-7
REV. 12/08		

 SECTION - SHALLOW MANHOLE USE FOR MANHOLES OF 5'-0" OR LESS IN DEPTH NOTES: 1. INSTALL C2-WRAP PLASTIC OR EQUAL AT ALL JOINTS (MINIMUM 9" WIDTH). 2. NON-PENETRATING PICK-HOLES IN ALL CONCRETE SECTIONS. 3. USE FIBERGLASS BITUMASTIC SEALER BETWEEN SECTIONS OF MANHOLE.		
STANDARD CONSTRUCTION DETAIL SHALLOW MANHOLE		FILE NAME: S8.DWG DETAIL REF: S-8
REV. 06/11		

 MANHOLE PIPE CONNECTION DETAIL FOR NEW CONNECTIONS IN EXISTING MANHOLES NOTES: 1. ALL NEW CONNECTIONS TO EXISTING SANITARY SEWER MANHOLES SHALL UTILIZE A CORING METHOD AND THE IN-FIELD INSTALLATION OF A RUBBER BOOT INTO THE MANHOLE.		
STANDARD CONSTRUCTION DETAIL RUBBER BOOT AND PRECAST JOINT CONNECTION		FILE NAME: S13.DWG DETAIL REF: S-13
REV. 12/08		



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80 NORTH MAGNOLIA AVE
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ENGINEERING BUSINESS 4794

WESTPORT RESERVE
(PHASE 4)

7/11/2018

REVISIONS

No.	DATE	BY	Description

PROJECT # PROJECT #50083138

DRAWN BY J.K.K.

APPROVED BY DMV

CHECKED BY DMV

DATE MAY 2018

DATUM NAVD 88

TITLE

CITY SEWER DETAILS

PROJECT: CC 1 Final/SF Phase 4

SHEET NO.

C32

SEAL

No.	DATE	BY	Description

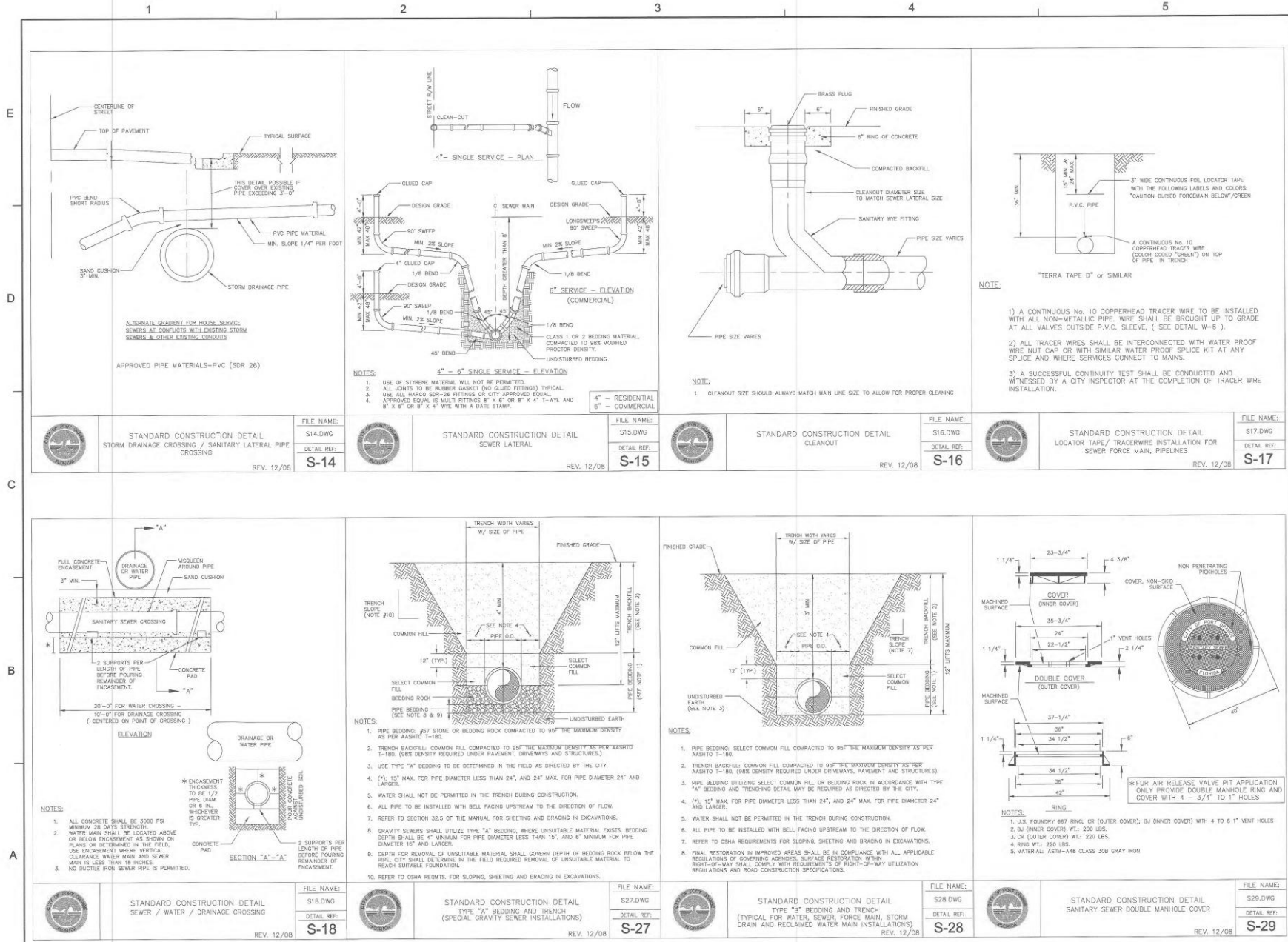
PROJECT # PROJECT #50083136
DRAWN BY KJK
APPROVED BY DMV
CHECKED BY DMV
DATE MAY 2018
DATUM NAVD 88

TITLE

**CITY
SEWER
DETAILS**

PROJECT: CC 1(Final)SP Phase 4
SHEET NO.

C33



No.	DATE	BY	Description

PROJECT # _____ PROJECT #0008138

DRAWN BY: J.K.K.

APPROVED BY: DMV

CHECKED BY: DMV

DATE: MAY 2018

DATUM: NAVD 88

TITLE

CITY WATER DETAILS

PROJECT: CC 1/Final/04 Phase 4

SHEET NO.

C34

POTABLE WATER CONSTRUCTION NOTES (CONT'D)

- RESTRAINT JOINT SHALL BE MODIFIED IN ACCORDANCE WITH THE RECOMMENDED ADDITIONAL RESTRAINT LENGTH REQUIRED FOR PIP WRAPPED WITH POLYETHYLENE.
- MISCELLANEOUS RESTRAINT JOINTS OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINT JOINT INSTALLATIONS. MINIMUM DEPTH OF BURR OR BURR NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPA THRU RESTRAINT DESIGN GUIDELINES USING TORQUE WRENCHES PER MANUFACTURER'S RECOMMENDATION.
- WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS.
- ALL WATER SERVICES SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT.
- ALL WATER VALVES SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. BLOW-OFFS SHALL BE MARKED SIMILARLY, AS WELL. REVERSE TAPPING VALVE SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR PAVEMENT WITH THE ARROW POINTING TO THE DIRECTION OF THE PRESSURE MAIN RUN.
- ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND CALLED IN ACCORDANCE WITH THE ADOPTED FEE SCHEDULE. SCHEDULING OF THESE CONNECTIONS OR TAPPIING SHALL REQUIRE A MINIMUM OF 2 BUSINESS DAYS, DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 8:00 A.M. AND NOON ON THE APPROPRIATE DAY.
- LARGE COMMERCIAL WATER AND RECLAIMED WATER METERS GREATER THAN 3" TAKE A MINIMUM OF 6 WEEKS FOR DELIVERY AFTER FLS ARE PAID TO THE CITY. IN ADDITION, ALL METERS AND VALVES 3" AND GREATER SHALL BE INSTALLED BY THE CITY'S DESIGNATED CONTRACTOR. THE FEE COLLECTED BY THE CITY FOR MATERIALS ONLY. ALL METERS, 2" AND LESS, SHALL BE INSTALLED BY THE CITY.
- THE CITY REQUIRES DOUBLE WATER SERVICE INSTALLATIONS WHEREVER FEASIBLE. WHEN DESIGN CONFLICTS EXIST, SINGLE WATER SERVICES MAY BE ALLOWED. THIS MAY APPLY AT STORMWATER INLETS, FIRE HYDRANTS, FPL TRANSFORMERS, ETC. AND OTHER LOCATIONS DETERMINED APPROPRIATE BY THE CITY.
- ALL PROPOSED POTABLE WATER MAINS SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE WHEN APPROPRIATE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER TREATMENT PLANT AT LEAST 2 BUSINESS DAYS PRIOR TO BEGINNING FLUSH OF THE MAINS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING.
- THE CONTRACTOR SHALL BE REQUIRED TO USE ALL POTABLE MAINS 6" AND LARGER IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. ALL PDS SHALL BE NEW. NO FOUND PDS ARE ALLOWED. LAUNCHING AND EXTENSION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PEGGING OPERATIONS SHALL BE WITNESSED BY A PUBLIC UTILITIES REPRESENTATIVE OR A CITY UTILITY INSPECTOR.
- WITH RESPECT TO THE IR CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS. THE INSTALLATION OF LINE STOPPING DEVICES ON PRESSURE MAIN (POTABLE WATER AND FORCE MAIN) MAY BE REQUIRED ON ANY REQUESTED UTILITY OUTAGE AT THE DISCRETION OF PUBLIC UTILITIES DEPARTMENT TO MINIMIZE INTERUPTION TO EXISTING UTILITY CUSTOMERS.

STANDARD CONSTRUCTION DETAIL POTABLE WATER CONSTRUCTION NOTES	FILE NAME W3.DOC
DETAIL REF: W-2	REV. 12/08

POTABLE WATER CONSTRUCTION NOTES

- THE CITY'S PUBLIC UTILITIES DEPARTMENT (DPA) 506-5750 SHALL BE GIVEN A MINIMUM OF 2 BUSINESS DAYS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY POTABLE WATER SYSTEM CONSTRUCTION.
- DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BELL LARD.
- ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNDESIRABLE MATERIAL (MUCK, ROCK, COSSINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
- TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 90% IN PAVED AREAS AND 95% IN UNPAVED AREAS IN ACCORDANCE WITH AASHTO T-99.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 80 FEET.
- 3" METALLIZED PIPE LOCATION TAP SHALL BE LOCATED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPS SHALL BE USED ON ALL DUCTILE IRON PIPES, AS WELL.
- ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 2" MINIMUM ABOVE THE GROUND. ALL SERVICES SHALL BE LOCKED AT THE TIME OF FINAL INSPECTION BY THE CONTRACTOR IN THE PRESENCE OF THE CITY INSPECTOR OR CITY PERSONNEL. AFTER THE TAP HAS BEEN INSPECTED AND VERIFIED TO OPERATE PROPERLY, AT ALL WATER MAIN TIES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL JOBS EXCEPT ONE.
- ALL WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.
- UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS, WATER VALVES SHALL BE COMPLETELY OPERATED BY PUBLIC UTILITIES PERSONNEL. AT NO TIME SHALL CONTRACTOR OPERATE ANY EXISTING VALVES.
- ALL FIRE HYDRANTS SHALL BE CONTRIBUED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF A FIRE. THE PRIMARY HYDRANT PORT SHOULD ALWAYS FACE THE STREET.
- AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB OR AS APPROVED BY THE CITY.
- ALL WATER MAINS SHALL BE NEW AND/OR AWWA APPROVED FOR POTABLE WATER USE, AND SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MINIMUM DEPTH OF 36 INCHES (3.0 FEET) FROM FINAL GRADE (EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY).
- WATER MAINS SHALL BE 6" OR 8" PVC OR 6" OR 8" CL 150 COLOR-BLUE OR D.P.P. PRESURE CLASS 350 STANDARD CEMENT UNED UNLESS OTHERWISE APPROVED BY THE CITY.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY-OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER, SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
- NOTE: RESPECT TO THE IR CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS. THE INSTALLATION OF LINE STOPPING DEVICES ON PRESSURE MAIN (POTABLE WATER AND FORCE MAIN) MAY BE REQUIRED ON ANY REQUESTED UTILITY OUTAGE AT THE DISCRETION OF PUBLIC UTILITIES DEPARTMENT TO MINIMIZE INTERUPTION TO EXISTING UTILITY CUSTOMERS.
- ALL POTABLE WATER MAINS SHALL USE A THRU-RESTRAINT JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) GUIDELINES. IN THE EVENT THAT PVC PIPE IS SPECIFIED, THE

STANDARD CONSTRUCTION DETAIL POTABLE WATER CONSTRUCTION NOTES	FILE NAME W2.DOC
DETAIL REF: W-1	REV. 12/08

POTABLE WATER DESIGN NOTES (CONT'D)

- ALL PROPOSED POTABLE WATER MAINS SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE WHEN APPROPRIATE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER TREATMENT PLANT AT LEAST 2 BUSINESS DAYS PRIOR TO BEGINNING FLUSH OF THE MAINS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING.
- FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE PROPOSED LOCATIONS OF THE WATER MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT, IF NO CURB IS USED).
- LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART II OF CHAPTER 62-430, F.A.C.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART II OF CHAPTER 62-430, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE" SEWAGE TREATMENT AND DISPOSAL SYSTEM, AS DEFINED IN SECTION 901.006(2)(2), F.S., AND RULE 64C-602, I.A.C.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY-OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
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STANDARD CONSTRUCTION DETAIL POTABLE WATER DESIGN NOTES	FILE NAME W1.DOC
DETAIL REF: W-1	REV. 12/08

POTABLE WATER DESIGN NOTES

- ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE 1". DOUBLE RESIDENTIAL SERVICES SHALL ALSO BE 1", AND COMMERCIAL SERVICES SHALL BE 2" OR 3". 1/2" SERVICES ARE ALLOWED. POLYETHYLENE TUBING SHALL BE USED, IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS: POLYETHYLENE TUBING SHALL BE CTS 3400 HIGH DENSITY POLYETHYLENE, BLUE IN COLOR, AND RATED FOR A MINIMUM OF 200 PSI, WITH SDR OF 9 (S15). THE TUBING SHALL HAVE A VIGOR HIGH DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY. THE TUBING SHALL HAVE UV PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNLIGHT. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF A.S.T.M. D2426, D3336, D3339, D3737, A.S.E. 14 AND A.W.W.A. C-905, AND SHALL COME WITH A LIFETIME WARRANTY. ACCEPTABLE MANUFACTURERS: INDIOT INDUSTRY.
- WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACINGS OF 1,000.0 FEET.
- AT ALL WATER MAIN TIES AND CROSSINGS, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
- APPROVED WATER VALVE TYPES ARE THE FOLLOWING:
 - RESILIENT SEATED GATE VALVES EQUAL TO OR LESS THAN 24" DIAMETER (AWWA C-515)
 - BUTTERFLY VALVES GREATER THAN 24" (AWWA C-504)
 - TAPPING VALVES WITH MECHANICAL TAPPING DEVICE
- TYPICALLY, A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED AT EVERY INTERSECTION. OTHER FIRE HYDRANTS SHALL BE LOCATED SO AS TO PRODUCE A MAXIMUM 1,500 FEET AND/OR MEETING THE LATEST NFPA CODE HOSE LAY ALONG THE STREET FOR ALL RESIDENTIAL BUILDINGS, ALL BUILDINGS WITH FIRE PROTECTION SPRINKLER SYSTEM, THE FIRE DEPARTMENT CONNECTION (FDC) MUST BE WITHIN 500 FEET OF UNOCCUPIED DISTANCE TO AN APPROVED FIRE HYDRANT LOCATION BY THE FIRE MARSHAL AND/OR PUBLIC UTILITIES ENGINEER.
- AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB OR AS APPROVED BY THE CITY.
- ALL WATER MAINS SHALL BE NEW AND/OR AWWA APPROVED FOR POTABLE WATER USE, AND SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MINIMUM DEPTH OF 36 INCHES (3.0 FEET) FROM FINAL GRADE (EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY).
- WATER MAINS SHALL BE 6" OR 8" PVC OR 6" OR 8" CL 150 COLOR-BLUE OR D.P.P. PRESURE CLASS 350 STANDARD CEMENT UNED UNLESS OTHERWISE APPROVED BY THE CITY.
- WATER DISTRIBUTION SYSTEM SHALL BE DESIGNED TO COMPLY WITH THE CITY'S LATEST FIRE WATER FLOW CODE. ALL DEDICATED FIRE LINES SHALL BE INDEPENDENT OF ALL OTHER DOMESTIC WATER SERVICES.
- MISCELLANEOUS RESTRAINT JOINTS OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINT JOINT INSTALLATIONS. MINIMUM DEPTH OF BURR OR BURR NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPA THRU RESTRAINT DESIGN GUIDELINES USING TORQUE WRENCHES PER MANUFACTURER'S RECOMMENDATION.
- WATER SERVICES SHALL BE NORMALLY DOUBLE 1" SERVICES LOCATED AT SIDE LOT LINES. INSTANCES WHERE SERVICES NEED TO BE DROPT 1" SINGLE SERVICES SHALL BE SPECIFIED. THESE SERVICES MAY BE OFFSET A MAXIMUM OF 12" FROM SIDE LOT LINE.
- THE CITY REQUIRES DOUBLE WATER SERVICE INSTALLATIONS WHEREVER FEASIBLE. WHEN DESIGN CONFLICTS EXIST, SINGLE WATER SERVICES MAY BE ALLOWED. THIS MAY APPLY AT STORMWATER INLETS, FIRE HYDRANTS, FPL TRANSFORMERS, ETC. AND OTHER LOCATIONS DETERMINED APPROPRIATE BY THE CITY.

STANDARD CONSTRUCTION DETAIL POTABLE WATER DESIGN NOTES	FILE NAME W1.DOC
DETAIL REF: W-1	REV. 12/08

**City of Port Orange Public Utilities Department
List of Approved Products**

Potable Water	12/08
<i>Flex Hydrant (2 1/2" N" Barrel)</i>	
MANUFACTURER	MODEL #
Mueller	A423 Super Centurion 250
American AVK Co.	Series #2780
American Darling	5" x 8" B-84-B5
Cow	Metallon F# 2545 SS
<i>Air Release Valves</i>	
MANUFACTURER	MODEL #
Vul-Matic	Series 38
<i>Gate Valves and Tapping Valves - Resilient Seated (AWWA C509 and C515) 24" or Smaller (Valve wender to be complete enclosed with EPDM rubber)</i>	
MANUFACTURER	MODEL #
American AVK Co.	Series 3, 18, 25, 45, 55, & 66
Cow	Model 2638 and 2639
Mueller	A-2360, A-2361, T-2360 & T-2361
American Flow Control	Series 2500
<i>Water Service Metering</i>	
<i>Polyethylene Tubing - (Blue with UV Protection (SDR-41) 1" & 2" only)</i>	
MANUFACTURER	MODEL #
Endot Enclosure	Endotrace w/#30 Copperhead Tracer Wire
<i>Corporation Stop 1"</i>	
MANUFACTURER	MODEL #
Ford	F-1120-4
<i>Curb Stop - Straight Bell Meter Valve w/ Barrel Locks</i>	
MANUFACTURER	MODEL #
Ford	B-94-124W (Single Service) B-95-1223W (Double Service)
MANUFACTURER	MODEL #
Ford	U-48-43-6.5

STANDARD CONSTRUCTION DETAIL POTABLE WATER APPROVED PRODUCTS	FILE NAME W3.DOC
DETAIL REF: W-3	REV. 12/08

POTABLE WATER CONSTRUCTION NOTES (CONT'D)

- AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY-OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART II OF CHAPTER 62-430, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY-OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER, SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
- NOTE: RESPECT TO THE IR CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS. THE INSTALLATION OF LINE STOPPING DEVICES ON PRESSURE MAIN (POTABLE WATER AND FORCE MAIN) MAY BE REQUIRED ON ANY REQUESTED UTILITY OUTAGE AT THE DISCRETION OF PUBLIC UTILITIES DEPARTMENT TO MINIMIZE INTERUPTION TO EXISTING UTILITY CUSTOMERS.
- ALL POTABLE WATER MAINS SHALL USE A THRU-RESTRAINT JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) GUIDELINES. IN THE EVENT THAT PVC PIPE IS SPECIFIED, THE

WATER MAINS SHALL BE 6" OR 8" PVC OR 6" OR 8" CL 150 COLOR-BLUE OR D.P.P. PRESURE CLASS 350 STANDARD CEMENT UNED UNLESS OTHERWISE APPROVED BY THE CITY.

STANDARD CONSTRUCTION DETAIL POTABLE WATER CONSTRUCTION NOTES	FILE NAME W2.DOC
DETAIL REF: W-2	REV. 12/08

**City of Port Orange Public Utilities Department
List of Approved Products**

Potable Water	12/08
<i>Flex Hydrant (2 1/2" N" Barrel)</i>	
MANUFACTURER	MODEL #
Mueller	A423 Super Centurion 250
American AVK Co.	Series #2780
American Darling	5" x 8" B-84-B5
Cow	Metallon F# 2545 SS
<i>Air Release Valves</i>	
MANUFACTURER	MODEL #
Vul-Matic	Series 38
<i>Gate Valves and Tapping Valves - Resilient Seated (AWWA C509 and C515) 24" or Smaller (Valve wender to be complete enclosed with EPDM rubber)</i>	
MANUFACTURER	MODEL #
American AVK Co.	Series 3, 18, 25, 45, 55, & 66
Cow	Model 2638 and 2639
Mueller	A-2360, A-2361, T-2360 & T-2361
American Flow Control	Series 2500
<i>Water Service Metering</i>	
<i>Polyethylene Tubing - (Blue with UV Protection (SDR-41) 1" & 2" only)</i>	
MANUFACTURER	MODEL #
Endot Enclosure	Endotrace w/#30 Copperhead Tracer Wire
<i>Corporation Stop 1"</i>	
MANUFACTURER	MODEL #
Ford	F-1120-4
<i>Curb Stop - Straight Bell Meter Valve w/ Barrel Locks</i>	
MANUFACTURER	MODEL #
Ford	B-94-124W (Single Service) B-95-1223W (Double Service)
MANUFACTURER	MODEL #
Ford	U-48-43-6.5

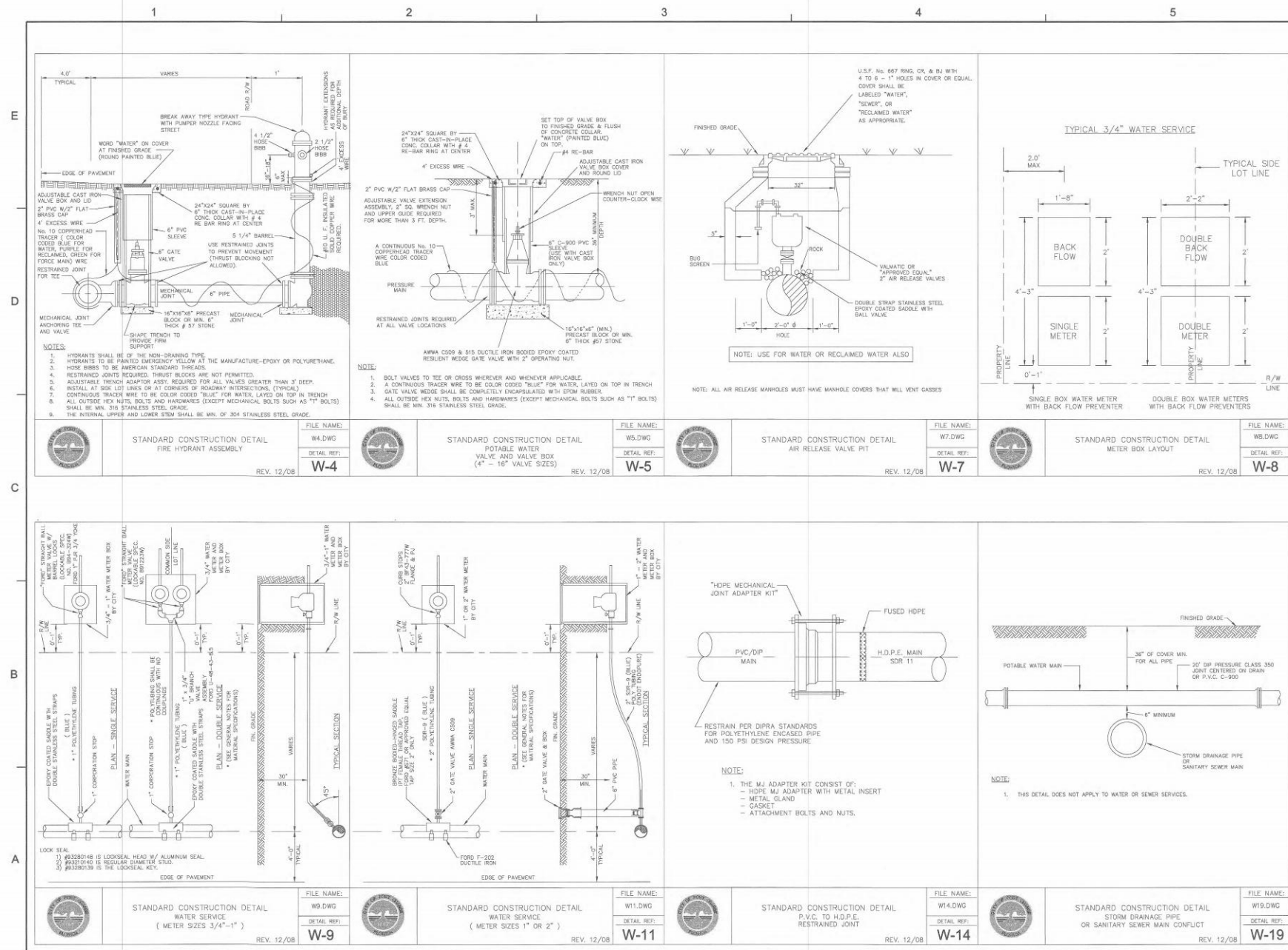
STANDARD CONSTRUCTION DETAIL POTABLE WATER APPROVED PRODUCTS	FILE NAME W3.DOC
DETAIL REF: W-3	REV. 12/08

POTABLE WATER CONSTRUCTION NOTES (CONT'D)

- THE PHYSICAL TAPPING OF EACH AND EVERY WATER SAMPLE FOR BACTERIOLOGICAL TESTING SHALL BE OBSERVED BY THE CITY'S DESIGNATED SITE INSPECTOR. THIS SHOULD NOT IMPACT THE PROJECT. SINCE THE CONTRACTOR MUST ADEQUATELY COORDINATE FLUSHING ACTIVITY WITH THE INSPECTOR, ALL SAMPLE FORMS SHALL BE COMPLETELY FILLED OUT BY THE SAMPLING COMPANY AND TESTING COMPANY IN ORDER TO BE ACCEPTED. WHEN THE PUBLIC UTILITIES OFFICE RECEIVES POTABLE WATER CLEANLINESS REQUEST REQUIRING SIGNATURE, THE CITY DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR WILL BE CONTACTED TO INDEPENDENTLY VERIFY THAT THE SYSTEM IS IN PROPERLY FUNCTIONING ORDER (I.E. ALL VALVES, HYDRANTS, AND WATER SERVICES ARE ACCESSIBLE AND OPERABLY SIMULTANEOUS). THE CITY MAY ALSO TAKE A RANDOM BACTERIOLOGICAL SAMPLE WITHIN THE NEW SYSTEM TO VERIFY THAT WATER IS SAFE FOR CONSUMPTION. ONCE THE DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR HAVE VERIFIED THAT THE SYSTEM IS IN PROPER FUNCTIONING ORDER AND THAT THE BACTERIOLOGICAL SAMPLE INDICATES THE WATER IS SAFE FOR CONSUMPTION, THE PUBLIC UTILITIES OFFICE WILL THEN SIGN OFF ON THE WATER CLEANLINESS REQUEST.
- ALL WORK PERFORMED ON THE POTABLE WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONDUCTED BY A CITY CERTIFIED UNDERGROUND UTILITY CONTRACTOR OR GENERAL CONTRACTOR LICENSED BY THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
- FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE PROPOSED LOCATIONS OF ALL WATER MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT, IF NO CURB IS USED).
- NEWLY CONSTRUCTED POTABLE WATER SYSTEM EQUIPMENT MAY NOT BE USED PRIOR TO FINAL TESTING, CLEANANCE AND ACCEPTANCE BY THE CITY OF PORT ORANGE. THIS INCLUDES CONSTRUCTION WATER REQUIRED FOR SLOWING LINE CLEANING OR RELATED USE.
- FIRE HYDRANTS MAY NOT BE INSTALLED WITHIN 20' OF ANY ELECTRICAL TRANSFORMER.
- ALL H.D.P.E. PIPE UTILIZED FOR WATER, FORCE MAIN AND/OR RECLAIMED WATER MAIN EXTENSIONS SHALL BE S.D.R. 15 WITH ESD COPOLYMER TRACER WIRE UNLESS SPECIFICALLY NOTED OTHERWISE. THE H.D.P.E. PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR D.P.P. PIPE TO WHICH IT IS ATTACHED.
- ALL VALVES 2" AND LARGER SHALL BE STANDARD 2" RESILIENT SEATED GATE VALVES (COW STOPS ARE NOT ACCEPTABLE).
- ALL P.V.C. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFORMATION, OR ANY INFORMATION. FITTINGS SHALL BE P.V.C. AND MANUFACTURED OF THE SAME DESIGN AS THE P.V.C. PIPE.
- P.V.C. FITTINGS 6 INCH THROUGH 36 INCH SHALL BE P.V.C. (OR D.P.P. WITH PROTECTED HOUSING) REJECTION/MODED OR FABRICATED AS SPECIFIED. MADE OF MATERIALS MEETING OR EXCEEDING THE REQUIREMENTS OF CELL CLASS 2454-B MATERIAL AS DEFINED IN ASTM D2758. FABRICATED FITTINGS SHALL BE MANUFACTURED WITH PIPE THAT MEETS OR EXCEEDS AWWA C-905 STANDARDS, AND SHALL BE FIBERGLASS REINFORCED TO A PRESSURE RATING OF 350 PSI. ALL P.V.C. OR MECHANICAL JOINT FITTINGS MUST COMPLY WITH OR EXCEED AWWA/CANADA C905, LNB-14 STANDARDS AS THEY APPLY TO THE APPROPRIATE SIZE RANGE AND METHOD OF MANUFACTURE.
- NO LIDS, B.L.O.G. BUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY'S SERVICE AREA.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART II OF CHAPTER 62-430, F.A.C.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF

STANDARD CONSTRUCTION DETAIL POTABLE WATER CONSTRUCTION NOTES	FILE NAME W2.DOC
DETAIL REF: W-2	REV. 12/08

SEAL



REVISIONS			
No.	DATE	BY	Description

PROJECT #	PROJECT #50083138
DRAWN BY	KJK
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 88

TITLE
CITY WATER DETAILS

PROJECT: CC1FinalSP Phase 4
SHEET NO.

C35

SEAL

REVISIONS			
No.	DATE	BY	Description

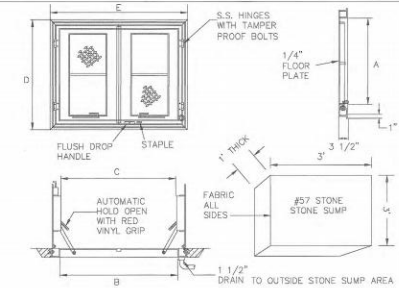
PROJECT #	PROJECT #00083136
DRAWN BY	KJK
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 88

TITLE

CITY
WATER
DETAILS

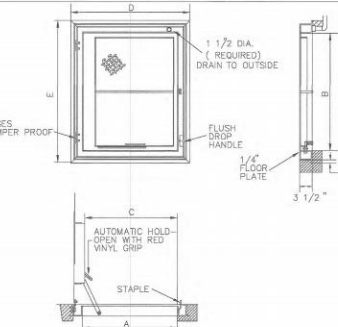
PROJECT: CC 1/Final/SP Phase 4
SHEET NO.

C36



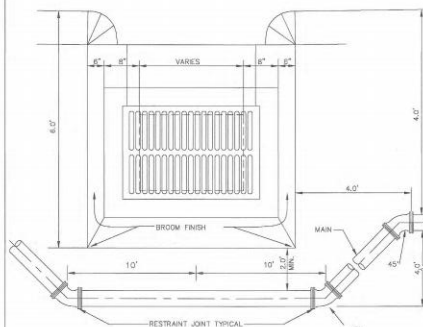
300 P.S.F. LOADING									
TYPE	MAT'L THK	SIZE A	SIZE B	ACTUAL OPENING C	OVERALL SIZE D	WEIGHT E			
TPD	1/4	30	48	30	47	38	62	120	
TPD	1/4	30	54	30	53	38	62	120	
TPD	1/4	36	48	36	46	44	44	126	
TPD	1/4	36	60	36	57	44	68	140	
TPD	1/4	42	48	42	45	50	56	140	
TPD	1/4	48	48	48	49	56	56	155	
TPD	1/4	48	54	48	50	56	62	165	
TPD	1/4	48	60	48	56	56	68	210	
TPD	1/4	60	60	60	56	68	68	240	

- NOTES:
- HATCH MATERIAL SHALL BE ALUMINUM WITH STAINLESS STEEL BOLTS, NUTS AND HINGES. LOAD RATING OF 300 LBS PER SQ. FOOT WITH A SELF DRAINING HATCH.
 - THE ACCESS DOOR SHALL BE TYPE TPS AS MANUFACTURED BY U.S. FOUNDRY AND MANUFACTURING CORP., MIAMI, FLORIDA.

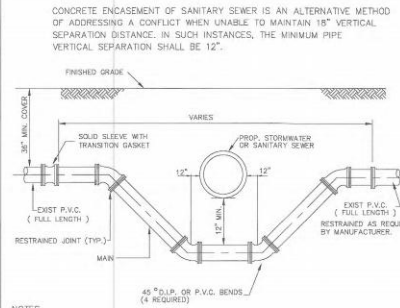


300 P.S.F. LOADING									
TYPE	MAT'L THK	SIZE A	SIZE B	ACTUAL OPENING C	OVERALL SIZE D	WEIGHT E			
TPS	1/4	24	24	24	24	30	30	60	
TPS	1/4	24	30	24	30	30	36	75	
TPS	1/4	24	36	24	36	32	44	75	
TPS	1/4	30	30	30	30	36	36	80	
TPS	1/4	30	36	30	36	38	44	100	
TPS	1/4	36	36	36	36	44	44	100	
TPS	1/4	36	48	36	44	44	56	120	
TPS	1/4	42	42	42	42	50	50	125	

- NOTES:
- HATCH MATERIAL SHALL BE ALUMINUM WITH STAINLESS STEEL BOLTS, NUTS AND HINGES. LOAD RATING OF 300 LBS PER SQ. FOOT WITH A SELF DRAINING HATCH.
 - THE ACCESS DOOR SHALL BE TYPE TPS AS MANUFACTURED BY U.S. FOUNDRY AND MANUFACTURING CORP., MIAMI, FLORIDA.



- NOTES:
- MAIN MAY PASS OVER STORM LINE IF 36\"/>



- NOTES:
- LOWERING OF EXISTING WATER MAIN & FORCE MAIN BY DEFLECTION METHOD ACCEPTABLE IF EXISTING FIELD CONDITIONS PERMIT.
 - LENGTH OF SECTION BASED ON MINIMUM LENGTH AS DETERMINED BY DPMRA RESTRAINED JOINT MANUAL.
 - INSTALL RESTRAINED JOINTS, AS REQUIRED, FROM DEFLECTION POINT IN BOTH DIRECTIONS.

STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE PIPE
OR SANITARY SEWER MAIN
CONFLICT

FILE NAME:
W20.DWG
DETAIL REF:
W-20
REV. 12/08

STANDARD CONSTRUCTION DETAIL
MAIN INSTALLATION BETWEEN
DRAINAGE INLET AND SIDEWALK

FILE NAME:
W21.DWG
DETAIL REF:
W-21
REV. 12/08

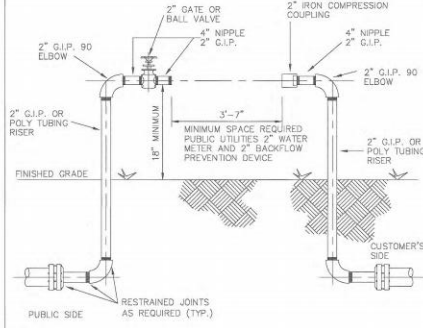
STANDARD CONSTRUCTION DETAIL
TROUGH FRAME PEDESTRIAN LOADING
ACCESS SINGLE DOOR

FILE NAME:
W24.DWG
DETAIL REF:
W-24
REV. 12/08

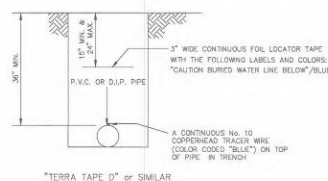
STANDARD CONSTRUCTION DETAIL
TROUGH FRAME PEDESTRIAN LOADING
ACCESS DOUBLE DOOR

FILE NAME:
W25.DWG
DETAIL REF:
W-25
REV. 12/08

U.S. FOUNDRY MODEL NO.	BILCO MODEL NO.	SINGLE LEAF	DOUBLE LEAF	ALUMINUM	TROUGH
TPS 24X24 W/OP	J-1AL	*	*	*	*
TPS 30K30 W/OP	J-2AL	*	*	*	*
TPS 30K36 W/OP	J-3AL	*	*	*	*
TPS 36K36 W/OP	J-4AL	*	*	*	*
TPS 42X42 W/OP	J-5AL	*	*	*	*
TPD 48X48 W/OP	JD-2AL	*	*	*	*
TPD 48X72 W/OP	JD-3AL	*	*	*	*
TPD 60X60 W/OP	JD-4AL	*	*	*	*



- NOTE:
- PROVIDE SUPPORT OR PROTECTIVE POSTS.



- NOTE:
- A CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL NON-METALLIC PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES OUTSIDE P.V.C. SLEEVE, (SEE DETAIL W-6).
 - ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER PROOF WIRE NUT CAP OR WITH SIMILAR WATER PROOF SPLICE KIT AT ANY SPLICE AND WHERE SERVICES CONNECT TO MAINS.
 - A SUCCESSFUL CONTINUITY TEST SHALL BE CONDUCTED AND WITNESSED BY A CITY INSPECTOR AT THE COMPLETION OF TRACER WIRE INSTALLATION.

STANDARD CONSTRUCTION DETAIL
ACCESS DOOR
CROSS REFERENCE CHART

FILE NAME:
W26.DWG
DETAIL REF:
W-26
REV. 12/08

STANDARD CONSTRUCTION DETAIL
CONTRACTORS' INSTALLATION REQUIREMENTS
FOR A 2\"/>

FILE NAME:
W28.DWG
DETAIL REF:
W-28
REV. 12/08

STANDARD CONSTRUCTION DETAIL
LOCATOR TAPE/ TRACERWIRE INSTALLATION FOR
WATER MAIN, PIPELINES

FILE NAME:
W29.DWG
DETAIL REF:
W-29
REV. 12/08

RECLAIMED WATER DESIGN NOTES

- ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
- RECLAIMED WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACINGS OF 1000.0 FEET.
- AT ALL RECLAIMED WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
- AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.
- RECLAIMED WATER SERVICES SHALL BE NORMALLY DOUBLE 1 1/2" SERVICES LOCATED AT SIDE LOT LINES ALTERNATING WITH POTABLE WATER SERVICE LOCATIONS. IN INSTANCES WHERE RECLAIM WATER SERVICES NEED TO BE OFFSET, 1" SINGLE SERVICES SHALL BE SPECIFIED. THESE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 2'-0".
- MAXIMUM OBTAINABLE SEPARATION OF PUBLIC RECLAIMED WATER MAINS, STORMWATER MAINS, AND SANITARY SEWER MAINS SHALL BE MAINTAINED. A MINIMUM HORIZONTAL SEPARATION OF FIVE (5) FEET (CENTER TO CENTER) OR THREE (3) FEET (OUTSIDE TO OUTSIDE) SHALL BE MAINTAINED BETWEEN RECLAIMED WATER MAINS AND SEWAGE MAINS WHERE RECLAIMED WATER AND SANITARY SEWAGE MAINS CROSS WITH LESS THAN EIGHTEEN (18) INCHES VERTICAL CLEARANCE. THE SANITARY SEWAGE MAIN SHALL BE TWENTY (20) FEET OF EITHER CONCRETE ENCASED PVC PIPE OR ENCASED IN A WATERTIGHT CARRIER PIPE, CENTERED ON THE POINT OF CROSSING.
- A 75 FOOT SETBACK DISTANCE SHALL BE PROVIDED FROM PUBLIC ACCESS REUSE WETTED AREAS TO ANY PUBLIC AND ANY PRIVATE POTABLE WATER SUPPLY WELLS.
- LOW TRAJECTORY NOZZLES ARE REQUIRED WITHIN 150 FEET OF PUBLIC EATING, DRINKING OR BATHING FACILITIES.
- FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE PROPOSED LOCATIONS OF ALL RECLAIMED WATER MAINS MEASURED FROM THE BACK OF CURB OR EDGE OF PAVEMENT IF NO CURB EXISTS.
- ALL H.D.P.E. PIPE RECLAIMED WATER MAINS SHALL BE S.D.R. 11 UNLESS SPECIFICALLY NOTED OTHERWISE. THE HOPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP PIPE TO WHICH IT IS ATTACHED.
- LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.
- LARGE COMMERCIAL WATER AND RECLAIMED WATER METERS GREATER THAN 2" TAKE A MINIMUM OF 6" WELLS FOR DELIVERY AFTER FEES ARE PAID TO THE CITY. IN ADDITION ALL METERS AND VALVES 2" AND GREATER SHALL BE INSTALLED BY THE OWNER/DEVELOPER/CONTRACTOR. THE FEE COLLECTED BY THE CITY FOR MATERIALS ONLY. ALL METERS, 1 1/2" AND LESS, SHALL BE INSTALLED BY THE CITY.
- THE CITY REQUESTS DOUBLE SERVICE INSTALLATIONS WHEREVER FEASIBLE. WHEN DESIGN CONFLICTS EXIST, SINGLE SERVICES MAY BE ALLOWED. THIS MAY APPLY AT STORMWATER INLETS, FIRE HYDRANTS, PUMP TRANSFORMERS, ETC. AND OTHER LOCATIONS DETERMINED APPROPRIATE BY THE CITY.

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER DESIGN NOTES

FILE NAME
RW1.DOC

DETAIL REF:
RW-1

REV. 12/08

RECLAIMED WATER CONSTRUCTION NOTES

- THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 SHALL BE GIVEN A MINIMUM OF 2 BUSINESS DAYS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY RECLAIMED WATER SYSTEM CONSTRUCTION.
- DETECTING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6" INCHES BELOW RECLAIMED WATER MAIN BEING LAID.
- ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
- TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH MINIMUM COMPACTION OF 98% IN PAVED AREAS AND A MINIMUM COMPACTION OF 95% IN UNPAVED AREAS ACCORDANCE WITH AASHTO T-99.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET.
- 3" METALIZED PIPE LOCATION TAPE SHALL BE LOCATED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE PROVIDED ON ALL DIP PIPE ALSO.
- ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE 1" AND DOUBLE RESIDENTIAL SERVICES SHALL BE 1 1/2". SERVICES SHALL BE CTS 3408 HIGH DENSITY POLYETHYLENE TUBING BATED FOR A MINIMUM OF 200 PSI WITH SDR 9 (CTS). THE TUBING SHALL HAVE A VIRGIN HIGH DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY. THE TUBING SHALL BE LAMINATED IN COLOR AND SHALL HAVE THE WORDS "RECLAIMED WATER" PERMANENTLY PRINTED ON THE OUTSIDE. THE TUBING SHALL HAVE U.V. PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNLIGHT. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF A.S.M. D3243, D3300, D3330, D3377, A.S.E. 48 AND A.W.A. C900 AND SHALL COME WITH A LIFETIME WARRANTY APPROVED SIZES: 1", 1 1/2" AND 2" DIAMETERS.
- ALL RECLAIMED WATER SERVICE ENDINGS SHALL BE MARKED WITH A 7" x 4" LUMBER (PRESSURE TREATED) EXTENDING A FEET ABOVE GROUND, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND AND ANY 1/2" BRANCHES FOR DOUBLE SERVICES SHALL BE 12" ABOVE GROUND LEVEL. ALL SERVICES SHALL BE LOCKED.
- ALL RECLAIMED WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED LAMENOR OR PURPLE TO MAKE THEM EASILY DISTINGUISHABLE.
- AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.
- ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
- THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED INSPECTOR PRIOR TO ATTEMPTING TO CLEAR ANY RECLAIMED WATER MAIN FOR USE. THE INSPECTOR SHALL COORDINATE WITH CITY PERSONNEL AT THE RECLAIMED WATER PLANT 1 BUSINESS DAY PRIOR TO BEGINNING ANY FULL- DIAMETER FLUSH OF MAINS. THE CONTRACTOR WILL CONDUCT A STANDARD WATER PRESSURE TEST, 150 PSI STATIC PRESSURE FOR A PERIOD OF

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER CONSTRUCTION NOTES

FILE NAME
RW2.DOC

DETAIL REF:
RW-2

REV. 12/08

RECLAIMED WATER CONSTRUCTION NOTES (CONT'D)

- 2 HOURS PER ANVIA POTABLE WATER STANDARDS. THE RECLAIMED LINES WILL THEN BE DISINFECTED WITH CHLORINE, FLUSHED CLEAR AGAIN, WITH A MINIMUM OF 1 POSITIVE CHLORINE RESIDUAL TEST RESULT PROVIDED TO THE CITY.
- THE CONTRACTOR SHALL BE REQUIRED TO PAID ALL RECLAIMED MAINS IN EXCESS OF 6" IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. ALL PIGS SHALL BE NEW. NO HOAM PIGS ARE ALLOWED. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PUBLIC UTILITIES REPRESENTATIVE OR CITY UTILITY INSPECTOR.
- ALL RECLAIMED WATER MAINS SHALL USE A THRUST RESTRAINED JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) GUIDELINES. IN THE EVENT THAT PVC FITTINGS ARE SPECIFIED, THE RESTRAINED JOINT SHALL BE MODIFIED IN ACCORDANCE WITH THE RECOMMENDED ADDITIONAL RESTRAINED LENGTH REQUIRED FOR PIPE WRAPPED WITH POLYETHYLENE. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
- MESGLUBS, BOLTLESS RESTRAINED JOINTS, OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST JOINT RESTRAINT DESIGN GUIDELINES.
- UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO INSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE CITY OF PORT ORANGE PUBLIC UTILITIES AND "AS-BUILT'S" ARE PROVIDED TO THE CITY, PRIOR TO ANY USE OF THIS SYSTEM.
- ALL RECLAIMED WATER MAINS AND SERVICE LINES SHALL BE READILY DISTINGUISHABLE BY THEIR PURPLE COLOR OR TAP MARKINGS. DUCTILE IRON PIPE SHALL BE WRAPPED WITH PURPLE POLYETHYLENE.
- ALL RECLAIMED WATER SERVICES SHALL BE MARKED ALONG THE OUTSIDE EDGE OF CURB WITH AN "1" OR BY METAL TAPS SET INTO PAVEMENT. VALVES AND BLOW-OFFS FOR RECLAIMED WATER MAINS SHALL BE MARKED BY AN "H" SET INTO THE PAVEMENT. REVERSE TAPPING VALVE SHALL BE MARKED WITH AN "1" SAW CUT INTO THE CURB OR PAVEMENT WITH THE ARROW POINTING TO THE DIRECTION OF PRESSURE MAIN RUN.
- RECLAIMED WATER SERVICES SHALL BE NORMALLY DOUBLE 1 1/2" SERVICES LOCATED AT SIDE LOT LINES ALTERNATING WITH POTABLE WATER SERVICE LOCATIONS. IN INSTANCES WHERE RECLAIM WATER SERVICES NEED TO BE OFFSET, 1" SINGLE SERVICES SHALL BE SPECIFIED. THESE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 2'-0".
- MAXIMUM OBTAINABLE SEPARATION OF PUBLIC RECLAIMED WATER MAINS, STORMWATER MAINS, AND SANITARY SEWER MAINS SHALL BE MAINTAINED. A MINIMUM HORIZONTAL SEPARATION OF FIVE (5) FEET (CENTER TO CENTER) OR THREE (3) FEET (OUTSIDE TO OUTSIDE) SHALL BE MAINTAINED BETWEEN RECLAIMED WATER MAINS AND SEWAGE MAINS WHERE RECLAIMED WATER AND SANITARY SEWAGE MAINS CROSS WITH LESS THAN EIGHTEEN (18) INCHES VERTICAL CLEARANCE. THE SANITARY SEWAGE MAIN SHALL BE TWENTY (20) FEET OF EITHER CONCRETE ENCASED PVC PIPE OR ENCASED IN A WATERTIGHT CARRIER PIPE, CENTERED ON THE POINT OF CROSSING.
- ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE SCHEDULE. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM 2 BUSINESS DAYS NOTIFICATION (UNLESS ON NORMAL WORK DAYS). DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMPLY BETWEEN 7:00 A.M. AND NOON ON THE APPROPRIATE

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER CONSTRUCTION NOTES

FILE NAME
RW3.DOC

DETAIL REF:
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RECLAIMED WATER CONSTRUCTION NOTES (CONT'D)

- DAY.
- WITH RESPECT TO TIE-IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW IN ORDER TO MINIMIZE SERVICE DISRUPTION TO DISTRESS CUSTOMERS.
- ALL WORK PERFORMED UPON RECLAIMED WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY AN UNDERGROUND UTILITY OR GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
- FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE PROPOSED LOCATIONS OF ALL RECLAIMED WATER MAINS MEASURED FROM THE BACK OF CURB OR EDGE OF PAVEMENT IF NO CURB EXISTS.
- ALL H.D.P.E. PIPE RECLAIMED WATER MAINS SHALL BE S.D.R. 11 UNLESS SPECIFICALLY NOTED OTHERWISE. THE HOPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP PIPE TO WHICH IT IS ATTACHED.
- ALL P.V.C. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR ANY DEFORMATION.
- RECLAIMED WATER HYDRANTS MAY BE REQUIRED BY THE CITY. ALL RECLAIMED HYDRANTS SHALL BE PAINTED PURPLE.
- NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY SERVICE AREA.
- IN AREAS WHERE RECLAIMED WATER IS AVAILABLE, RECLAIMED WATER WILL BE UTILIZED IN THE PRESSURE TESTING OF NEW RECLAIMED WATER LINES.
- RECLAIMED WATER MAINS SHALL BE PVC ANVIA CLASS C-900 OR C-905, CL 150 (COLOR PANTONE PURPLE) OR DIP PRESSURE CLASS 350, STANDARD CEMENT UNITS UNLESS APPROVED OTHERWISE BY THE CITY.

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER CONSTRUCTION NOTES

FILE NAME
RW2.DOC

DETAIL REF:
RW-2

REV. 12/08

City of Port Orange Public Utilities Department
List of Approved Products

Reclaimed Water 12/08

Air Release Valves	
MANUFACTURER	MODEL #
Val-Matic	Series 38
Gate Valves and Tapping Valves - Resilient Seated (ANVIA C509 and C515) 24" or Smaller (Valve wedges to be complete enclosed with EPDM rubber)	
MANUFACTURER	MODEL #
American AVK Co.	Series 3, 18, 25, 45, 55, & 66
Clow	Model 2638 and 2639
Mueller	A-2360, A-2361, T-2360 & T-2361
American Flow Control	Series 2500
Joints Restrained - DIP and PVC	
MANUFACTURER	MODEL #
EBBA Iron Inc.	Series 1500/1500/1600/2000/2500/2800
Star Pipe	Starpipe Series 1000/1100/1200/3000/ 4000
Gamma	One-Lock SLD & One-Lock SLC & PV-LOCK for PVC
Smith-Blair	Cam-Lock (111 & 120) & Bell-Lock (115 & 165)

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER APPROVED PRODUCTS

FILE NAME
RW3.DOC

DETAIL REF:
RW-3

REV. 12/08

City of Port Orange Public Utilities Department
List of Approved Products

Reclaimed Water 12/08

Polyethylene Tubing - (Purple with UV Protection (SDR-9) 1" to 2" only)	
MANUFACTURER	MODEL #
Endot Endocore RWIT	Endotrache with #10 Copperhead tracer wire
Corporation Stop 1"	
MANUFACTURER	MODEL #
Ford	F-1100-4
Corporation Stop 1 1/4"	
MANUFACTURER	MODEL #
Ford	FB-1100-6
Curb Stop - Straight Ball Meter Valve w/ Barrel Locks	
MANUFACTURER	MODEL #
Ford	B-94-324W (Single Service)
Ford	B-91-223W (Double Service)
Ford	BF 43-777W (For 2" meter)
1/2" Branch (1 1/2" x 1/2")	
MANUFACTURER	MODEL #
Ford	U-48-63-7-5

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER APPROVED PRODUCTS

FILE NAME
RW3.DOC

DETAIL REF:
RW-3

REV. 12/08

REVISIONS

No.	DATE	BY	Description

PROJECT # CC1Fina08F Phase 4
DRAWN BY JSK
APPROVED BY DMV
CHECKED BY DMV
DATE MAY 18
DATE NAVD 88

TITLE

CITY RECLAIMED
WATER DETAILS

PROJECT: CC 1Fina08F Phase 4
SHEET NO.

C37

SEAL

REVISIONS				
NO.	DATE	BY	DESCRIPTION	
1	7-10-16	TFS	REV PER CITY	
2	7-21-17	KJK	REV PER QA	

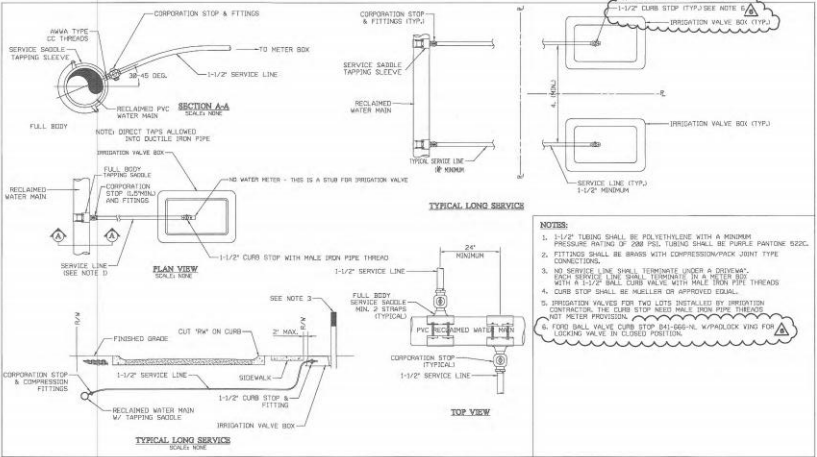
PROJECT #	PROJECT #0008136
DRAWN BY	KJK
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 88

TITLE

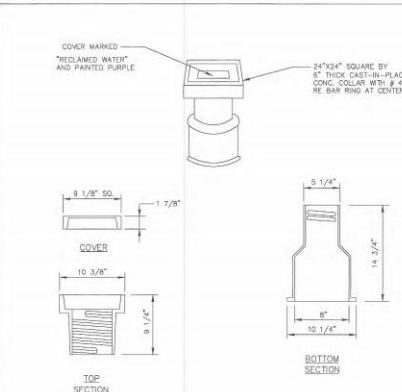
PROJECT: CC 1/Final/SF Phase 4

SHEET NO.

C38

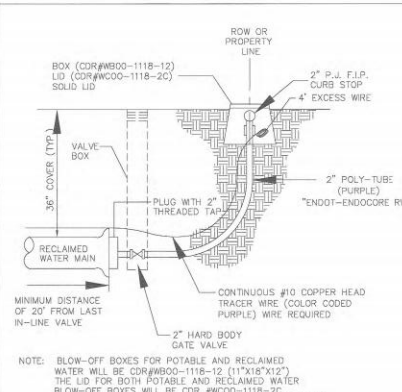


RESIDENTIAL RECLAIM SERVICE CONNECTION



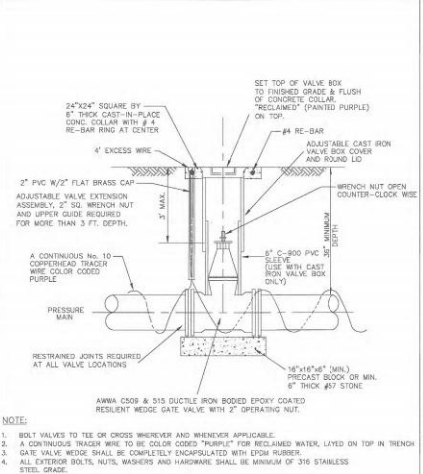
- NOTE:
1. RECLAIMED MAIN VALVE BOX AND COVER SHALL BE ADJUSTABLE SCREW TYPE.
 2. SEE W-4 FOR ADDITIONAL INFORMATION REGARDING PVC SLEEVE.

STANDARD CONSTRUCTION DETAIL RECLAIMED WATER MAIN VALVE BOX	FILE NAME: RW9.DWG DETAIL REF: RW-9 REV. 12/08
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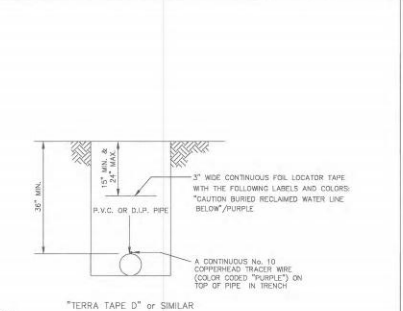


- NOTE:
1. BLOW-OFF BOXES FOR POTABLE AND RECLAIMED WATER WILL BE COR#WBOO-1118-12 (11"x16"x12"). THE LID FOR BOTH POTABLE AND RECLAIMED WATER BLOW-OFF BOXES WILL BE COR#WBOO-1118-2C. THIS LID IS 11" X 16" AND HAS A CAST IRON READER LID. BOTH THE WATER AND THE RECLAIMED WATER BLOW-OFF BOX COMPONENTS SHALL BE NATURAL GREY IN COLOR.
 2. PROVIDE AT LEAST ONE RESTRAINED JOINT IMMEDIATELY UPSTREAM OF BLOW-OFF AS PER LATEST DIPRA RESTRAINED JOINT CALCULATIONS.

STANDARD CONSTRUCTION DETAIL RECLAIMED WATER BLOW OFF	FILE NAME: RW10.DWG DETAIL REF: RW-10 REV. 12/08
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STANDARD CONSTRUCTION DETAIL RECLAIMED WATER VALVE AND VALVE BOX (4" - 16" VALVE SIZES)	FILE NAME: RW11.DWG DETAIL REF: RW-11 REV. 12/08
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- NOTE:
- 1) A CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL NON-METALLIC PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES OUTSIDE P.V.C. SLEEVE, (SEE DETAIL W-6).
 - 2) ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER PROOF WIRE NUT CAP OR WITH SIMILAR WATER PROOF SPLICE KIT AT ANY SPLICE AND WHERE SERVICES CONNECT TO MAINS.
 - 3) A SUCCESSFUL CONTINUITY TEST SHALL BE CONDUCTED AND WITNESSED BY A CITY INSPECTOR AT THE COMPLETION OF TRACER WIRE INSTALLATION.

STANDARD CONSTRUCTION DETAIL LOCATOR TAPE/ TRACERWIRE INSTALLATION FOR RECLAIMED WATER, PIPELINES	FILE NAME: RW12.DWG DETAIL REF: RW-12 REV. 12/08
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WESTPORT RESERVE
(PHASE 4)

CITY OF PORT ORANGE, FLORIDA

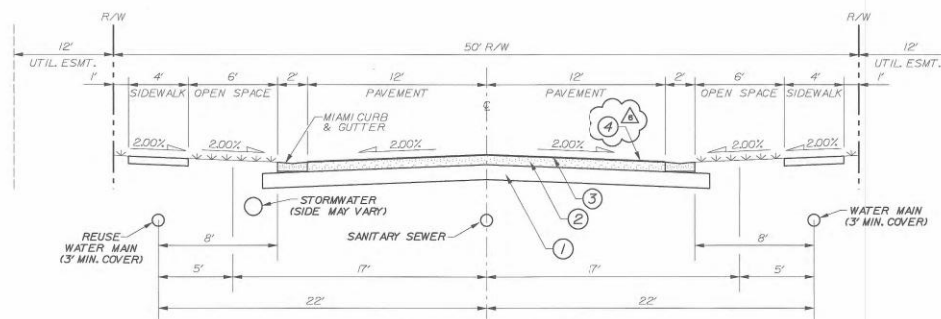
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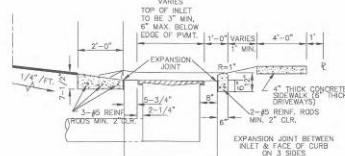
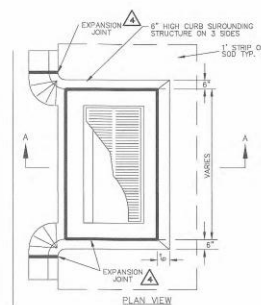
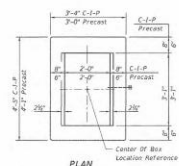
- ① 6" RECYCLED CONCRETE BASE (LBR 130) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. THE CONSTRUCTION METHODS SHALL CONFORM TO THE LATEST EDITION OF THE F.D.O.T. ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS.
- ② 6" RECYCLED CONCRETE BASE (LBR 130) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. THE CONSTRUCTION METHODS SHALL CONFORM TO THE LATEST EDITION OF THE F.D.O.T. ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS.
- ③ 1.5" OF FLORIDA DOT ASPHALTIC CONCRETE TYPE 1 SHALL BE PLACED OVER THE 98% DENSITY. THE CONSTRUCTION METHODS SHALL CONFORM TO THE LATEST EDITION OF THE F.D.O.T. ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS.
- ④ CONTRACTOR TO APPLY PRIME COAT OF EMULSIFIED ASPHALT WHEN BASE IS USED TO SERVE CONSTRUCTION TRAFFIC OR TAKE OVER ROADWAY BUT NO SERVICE UNTIL WEARING COURSE IS PLACED.

ALTERNATE BASE:
6" SOIL CEMENT BASE MINIMUM BEARING STRENGTH
OF 300 P.S.I. SHALL BE OBTAINED WITHIN 7 DAYS
AND COMPACTED TO 98% DENSITY BASED ON
AASHTO T-99 STANDARD PROCTOR TEST.
CONSTRUCTION METHODS SHALL CONFORM TO
SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS
FOR ROAD AND BRIDGE CONSTRUCTION, LATEST

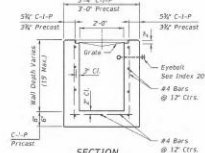
USE OF ALTERNATE BASE MUST FIRST BE APPROVED BY THE COMMUNITY DEVELOPMENT ENGINEER.



TYPICAL SECTION - 50' R/W

STANDARD CONSTRUCTION DETAIL
STORM INLET APRON

PLAN



SECTION

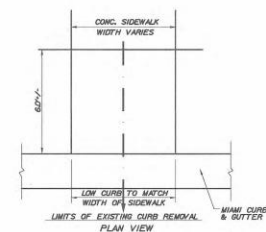
HORIZONTAL WALL REINFOR
SCHEDULES (TABLE 1)

WALL DEPTH	SCHEDULE	AREA (in. ² /ft.)	MAX. SPACING	
			BARS	WWF
0'-15"	A12	0.20	12"	8"

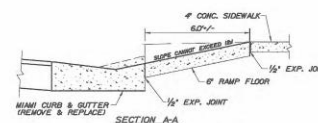
TYPE C $\triangle_3$

Recommended Maximum Pipe Size

2'-0" Wall - 18" Pipe
3'-1" Wall - 24" Pipe (18" where an 18" pipe enters a 2'-0" wall)



PLAN VIEW



SECTION A-A

NOTES

- NOTES:
1. ENTIRE EXISTING CURB SHALL BE REMOVED & REPLACED WITHIN LIMITS SHOWN.
2. LOW CURB & TRANSITION MAY BE FORMED AT TIME OF CURB CONSTRUCTION.
3. CONSTRUCT WITH CLASS A (3000PSI) CONCRETE.

HANDICAP RAMP

REVISIONS			
A	7-10-18	KJK	REV PER CITY
A	11-3-17	KJK	REV PER CITY
A	10-2-17	KJK	REV PER CITY
A	8-14-17	KJK	REV PER CITY
No.	DATE	BY	Description

PROJECT #	PROJECT #50083136
DRAWN BY	KJK
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 88

TITLE	DATE
1. The first part of the report is a general introduction to the project.	10/10/2023
2. The second part of the report is a detailed description of the methodology used.	10/10/2023
3. The third part of the report is a discussion of the results and their implications.	10/10/2023
4. The fourth part of the report is a conclusion and a list of references.	10/10/2023

TYPICAL
PAVING
SECTION

PROJECT: CC 1WFinalSF Phase 4
SHEET NO.

C39



GEOTECHNICAL EXPLORATION
COQUINA COVE
VOLusia COUNTY, FLORIDA
UES Project No. 0430-1500159-0001
UES Report No. 131484-0

January 12, 2016
Revised, March 1, 2016

PREPARED FOR:
Edge Cove, LLC
370 Center Pointe Circle, Suite 1136
Altamonte Springs, Florida 32701

PREPARED BY:
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911 Beville Road, Suite 32174
South Daytona, Florida 32114
(386)756-1105

CONSULTANTS:
Geotechnical Engineering • Environmental Engineering • Construction
Materials Testing Threshold Inspection • Private Provider Inspection •
Geological Studies

OFFICE: 911 Beville Road, Suite 32174, South Daytona, FL 32114 • 911 Beville Road, Suite 32174, South Daytona, FL 32114 • 911 Beville Road, Suite 32174, South Daytona, FL 32114

Coquina Cove
Volusia County, Florida
UES Project No. 0430-1500159-0001
UES Report No. 131484-0

Differential settlement results from differences in applied bearing pressures and the variations in the compressibility characteristics of the subsurface soils. Based on the subsurface conditions as determined by our borings, it is anticipated that differential settlements will be within tolerable limits.

9.3 SITE PREPARATION FOR SHALLOW FOUNDATIONS

We recommend the following site preparation procedures for the structure areas:

1. Prior to construction, the location of existing underground utility lines within the construction area should be established. Provisions should then be made to relocate interfering utilities to appropriate locations. It should be noted that if underground pipes are not properly removed or plugged, they may serve as conduits for subsurface erosion which may subsequently lead to excessive settlement of the overlying structures.
2. Strip the proposed construction limits of all grass, roots, topsoil, and other deleterious materials within and 5 feet beyond the perimeter of the proposed structure. Expect initial clearing and grubbing to depths of approximately one to two feet.
3. Based on the ground water levels and anticipated fill, dewatering for foundation excavation and compaction may be required. We recommend implementing temporary groundwater control measures if the groundwater is within two feet of the required depth of excavation at the time of construction. Dewatering measures should be the responsibility of the contractor. We recommend the groundwater control measures remain in-place until completion of the existing soils is completed and backfilling has reached a height of 2 feet above the groundwater level at the time of construction. The site should be graded to direct surface water runoff from the construction area.
4. Compact the exposed surface using tracked dozer or vibratory equipment. We recommend that vibratory equipment be operated in static mode within 100 feet of an existing structure. The upper one foot of soils below the exposed surface within the building area should be improved to achieve a minimum compaction requirement of 95% of the Modified Proctor Test (ASTM D-1557). We recommend the compacted soils exhibit moisture content within ± 2 percent of the soils optimum moisture content as determined by the Modified Proctor Test (ASTM D-1557). Should the soils experience pumping and soil strength loss during the compaction operations, compaction work should be immediately terminated and (1) the disturbed soils removed and backfilled with dry structural fill soils which are then compacted, or (2) the excess moisture content within the disturbed soils allowed to dissipate before recompacting.
5. Test the compacted surface for compliance at a minimum of one location per 2,500 square feet within the building area, or at a minimum of four locations per building area.
6. Place fill material, as required within building pad/lot areas. The fill should consist of "clean", fine sand with less than 5 percent silt fines. You may use fill materials with soil fines between 5 percent and 10 percent, but strict moisture control may be required. Place fill in uniform 8 to 12-inch loose lifts and compact each lift to a minimum density of 95 percent of the Modified Proctor maximum dry density. We recommend the compacted soils exhibit moisture content within ± 2 percent of the soils optimum moisture content.



Coquina Cove
Volusia County, Florida
UES Project No. 0430-1500159-0001
UES Report No. 131484-0

as determined by the Modified Proctor Test (ASTM D-1557). If light compaction equipment is used, we recommend the lift thickness be reduced to 8 inch thick lifts.

7. Perform compliance tests within the backfill and fill soils at a minimum of one location per 2,500 square feet per lift (minimum four locations per building area).
8. Compact and test footing cuts for compaction to a depth of one foot below bearing level. We recommend that you test one out of every four (25 percent) column footings and perform one test per every 10 linear feet of wall footing. Compaction operations in confined areas, such as footing excavations, can best be performed with a lightweight vibratory sled or other hand-held compaction equipment.

10.0 PAVEMENT RECOMMENDATIONS

10.1 ASSUMPTIONS

We have assumed that the proposed roadways will consist of a flexible pavement section with typical residential traffic. At the time of this exploration, specific traffic loading information was not provided to us. Our recommendations for design of the roadway are listed in the following sections.

10.2 ASPHALTIC PAVEMENTS

10.2.1 Layer Components

Because traffic loadings are commonly unavailable, we have generalized our pavement design into two groups. The group descriptions and the recommended component thicknesses are presented in Table II below.

Traffic Group	MINIMUM ASPHALTIC PAVEMENT COMPONENT THICKNESSES Layer Component (inches)		
	Surface Course	Base Course	Stabilized Subgrade
Roadway Light Duty	1.5"	6"	12"
Roadway Heavy Duty	2.0"	8"	12"

10.2.2 Stabilized Subgrade

We recommend that the stabilized subgrade materials immediately beneath the base course exhibit a minimum Unimproved Bearing Ratio (UBR) of 40. The stabilized subgrade should be compacted to at least 95 percent of the Modified Proctor maximum dry density (ASTM D-1557) value.

Stabilized subgrade can be imported materials or a blend of on-site and imported materials. If a blend is proposed, we recommend that the contractor perform a mix design to find the optimum mix proportions.



City of Port Orange
Attn: Larry Roberts
1000 City Center Circle
Port Orange, FL 32129

Mr. Roberts:
I understand that with respect to the Standard Construction Detail for roadways, a required 6 inch Sub-base meeting LBR 40 requirement, underlain by 12 inch Subgrade meeting LBR 40 requirement (both inherently the same thing), further overlain by 6 inches of Base material is required. In my opinion, a 12 inch Subgrade/Sub-base should be utilized. Subgrade/Sub-base typically is sandy soils blended with silts/clays to increase the section to LBR 40. In areas where high water tables are present, the 18 inch section may potentially become saturated as it may encroach closer to groundwater (low sites in Port Orange water will perch subsequent to significant rainfall activity, especially Westport), and due to the percents fines passing a No. 200 sieve generally being well over 10 percent fines in a blended LBR 40 mix could potentially result in pumping conditions. A sandy zone between water level and Subgrade and Base is conducive in allowing pore pressures to dissipate.

We always recommend the 12 inch Subgrade/Sub-base, as in conjunction with PDOT, County and other municipalities. We are currently performing the testing services for I-95 which utilizes the 12 inch Subgrade/Sub-base LBR 40 section. This road has much higher traffic loadings.

We request a 12 inch Subgrade/Sub-base in combination with a 6 inch base and 1.5 inch asphalt section for the Westport Phase 2B.

Respectfully submitted,
UNIVERSAL ENGINEERING SCIENCES, INC.

7/15/16
Bryan E. Roberts
Professional Engineer No. 60216
Branch Manager
BCP/rbp

911 Beville Road, Suite 3 • South Daytona, Florida 32114 • (386) 756-1105 • Fax (386) 760-4007
www.UniversalEngineering.com

12.0 SUITABILITY OF EXCAVATED MATERIAL FOR USE AS FILL

The borings were performed, in part, to provide an indication of the suitability of excavated soils from the proposed borrow areas for use as structural fill soil. Based on the results of the borings the fine sand (SP), the fine sand with silt (SP-SM), fine sand with clay (SP-SC), and silt with fine sand as encountered at the boring locations, is suitable for use as structural fill soil. The sandy clay (CH), clayey (SC) and silty fine sand with clay (SM) as encountered are not considered suitable for use as fill due to their fines content and plasticity characteristics making it difficult to place and compact. Because the fine sand with silt (SP-SM) and fine sand with clay (SP-SC) significantly retains moisture, strict moisture control may be required during placement and compaction operations to avoid moisture related instability. The clayey fine sand (SC), sandy clay (CH) and silty fine sand (SM) as encountered in the boring locations can be used for road base stabilization material. However this is not recommended in areas where the road base elevation is in close proximity to the groundwater table.

It should be anticipated the soils in the proposed pond areas that are below the groundwater level will have moisture contents in excess of the Modified Proctor optimum moisture content and will require stockpiling or spreading to bring the moisture content within ± 2 percent of the soil's optimum moisture content corresponding to the required degree of compaction.

The contractor should anticipate very loose soils if excavations exceed 11 to 12 feet below the existing grade.

13.0 DEWATERING AND EXCAVATION CONSIDERATIONS

Depending upon the time of year construction commences and the depth of excavation required, some dewatering may be required for the successful construction of this project. Where excavations will extend only a few feet below the groundwater table, a sump pump may be sufficient to control the groundwater table. Deeper excavations may require well points and/or sump drains to control the groundwater table. Regardless of the methods used, we recommend dewatering down the water level at least 2 feet below the bottom of the excavation. The actual methods of dewatering should be determined by the contractor. The design and discharge of the dewatering system must be performed in accordance with applicable regulatory criteria (i.e. water management district, etc.) and compliance with such criteria is the sole responsibility of the contractor.

Excavations should be sloped as necessary to prevent slope failure and to allow backfilling. As a minimum, temporary excavations below 4-foot depth should be sloped in accordance with OSHA regulations. Where lateral confinement will not permit slopes to be laid back, the excavation should be shored in accordance with OSHA requirements. During excavation, excavated material should not be stockpiled at the top of the slope within a horizontal distance equal to the excavation depth. Provisions for maintaining worker safety within excavations is the sole responsibility of the contractor.



Coquina Cove
Volusia County, Florida
UES Project No. 0430-1500159-0001
UES Report No. 131484-0

14.0 CONSTRUCTION RELATED SERVICES

We recommend the owner retain Universal to provide inspection services during the site preparation procedures for confirmation of the adequacy of the earthwork operations. Field tests and observations include verification of foundation and pavement subgrades by monitoring earthwork operations and performing quality assurance tests of the placement of compacted structural fill and pavement courses.

The geotechnical engineering design does not and with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the extent of the engineering design, we are most qualified to address site problems or construction changes, which may arise during construction, in a timely and cost-effective manner.

15.0 LIMITATIONS

This report has been prepared for the exclusive use of Jones Homes, USA and other designated members of their design/construction team associated with the proposed construction for the specific project discussed in this report. No other site or project facilities should be designed using the soil information contained in this report. As such, UES will not be responsible for the performance of any other site improvement designed using the data in this report.

This report should not be relied upon for final design recommendations or professional opinions by unauthorized third parties without the expressed written consent of Universal Engineering Sciences. Unauthorized third parties that rely upon the information contained herein without the expressed written consent of Universal Engineering Sciences, Inc. assume all risk and liability for such reliance.

The recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated on the Boring Location Plan and from other information as referenced. This report does not reflect any variations which may occur between the boring locations. The nature and extent of such variations may not become evident until the course of construction. If variations become evident, it will then be necessary for a re-evaluation of the recommendations of this report after performing on-site observations during the construction period and noting the characteristics of the variations.

Borings for a typical geotechnical report are widely spaced and generally not sufficient for reliably detecting the presence of isolated, anomalous surface or subsurface conditions, or reliably estimating measurable or suitable material quantities. Accordingly, UES does not recommend relying on the boring information for estimation of material quantities unless our contract specifically includes sufficient exploration for such purposes) and within the report we so state that the level of exploration provided should be sufficient to detect anomalous conditions or estimate such quantities. Therefore, UES will not be responsible for any extrapolation or use of our data by others beyond the purposes for which it is applicable or intended.

All users of this report are cautioned that there was no requirement for Universal to attempt to locate any man-made buried objects or identify any other potentially hazardous conditions that



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PHONE: (371) 341-1100
ENGINEERING BUSINESS 47TH

WESTPORT RESERVE
(PHASE 4)

SEAL

7/15/2016

REVISIONS

No.	DATE	BY	Description

PROJECT #	PROJECT #50083136
DRAWN BY	JSR
APPROVED BY	DMV
CHECKED BY	DMV
DATE	MAY 2018
DATUM	NAVD 83

TITLE
GEOTECHNICAL
REPORT BY
UNIVERSAL
ENGINEERING
SCIENCES, INC.

PROJECT: CC 1FinalSF Phase 4
SHEET NO.

C40

CITY OF PORT ORANGE, FLORIDA

1

2

3

4

5

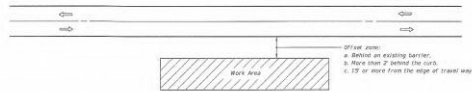
E

D

C

B

A



- GENERAL NOTES**
- If the work operation (excluding start/stop and terminating the work area) requires that two or more work vehicles cross the official zone in any one hour, traffic control will be in accordance with Index No. 602.
 - No special lighting is required.
 - When a side road intersects the highway within the work area, additional TTC devices shall be placed in accordance with other applicable TCE indexes.
 - When construction activities encroach on a sidewalk refer to Index No. 660.
 - For general TCE requirements and additional information, refer to Index No. 600.

SYMBOLS

- Work Area
- Work Area Identification + Direction of Traffic

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ARE BEHIND AN EXISTING BARRIER, MORE THAN 2' BEHIND THE CURB, OR 10' OR MORE FROM THE EDGE OF TRAVEL WAY.

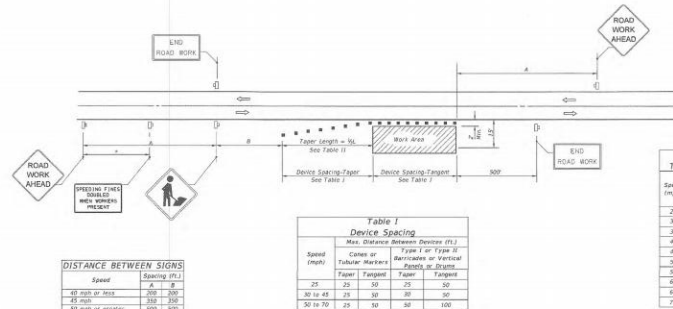
LAST REVISION
07/01/15

FDOT FY 2016-17
DESIGN STANDARDS

TWO-LANE, TWO-WAY, WORK OUTSIDE SHOULDER

INDEX NO.
601

SHEET
1 of 1



Speed (mph)	Spacing (ft.)
15 or less	200
16 to 20	250
21 to 25	300
26 or greater	350

SYMBOLS

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Work Area Identification + Direction of Traffic

Speed (mph)	Cases or Taper Lengths	Device Spacing
15	100	100
16 to 20	150	150
21 to 25	200	200
26 or greater	250	250

GENERAL NOTES

- When four or more work vehicles enter the through traffic lanes in a one hour period or less (including start/stop and terminating the work area), the advanced FLASHER sign shall be substituted for the WORKERS sign. For location of Flashes and FLASHER signs, see Index No. 602.
- SHOULDER WORK sign may be used as an alternate to the WORKER sign only on the side where the shoulder work is being performed.
- When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCE indexes.
- For general TCE requirements and additional information, refer to Index No. 600.

DURATION NOTES

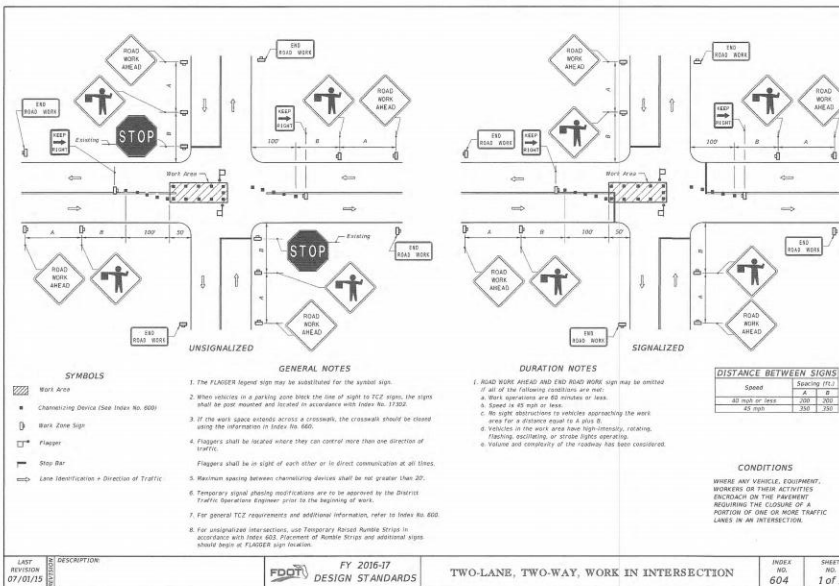
- Signs and channelizing devices may be omitted if all of the following conditions are met:
 - Work operations are 60 minutes or less.
 - Vehicle in the work area have high-intensity, rotating, flashing, oscillating, or strobe light operation.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCHANCE THE PAVEMENT SURFACE OR ARE CLOSER THAN 10' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

Speed (mph)	# of Signs	Notes
15	20	
16 to 20	25	
21 to 25	30	
26 or greater	35	

- W = Length of shoulder taper in feet (combined paved and unpaved width)
- S = Paved speed limit (mph)



SYMBOLS

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Stop Bar
- Work Area Identification + Direction of Traffic

GENERAL NOTES

- The FLASHER sign may be substituted for the symbol sign.
- When vehicles in a parking area block the line of sight to TTC signs, the signs shall be post mounted and located in accordance with Index No. 17-002.
- If the work space extends across a crosswalk, the crosswalk shall be closed using the information in Index No. 660.
- Flashes shall be located where they can control more than one direction of traffic.
- Flashes shall be in sight of each other or in direct communication at all times.
- Maximum spacing between channelizing devices shall be no greater than 20'.
- Temporary signal phasing modifications are to be approved by the District Traffic Management Engineer prior to the beginning of work.
- For general TCE requirements and additional information, refer to Index No. 600.
- For unsignalized intersections, use Temporary Roadwork Advance Sign in accordance with Index 602. Placement of Advance Sign and additional signs should begin at FLASHER sign location.

DURATION NOTES

- ROAD WORK AHEAD and END ROAD WORK sign may be omitted if all of the following conditions are met:
 - Work operations are 60 minutes or less.
 - Speed is 45 mph or less.
 - No sight obstructions to vehicles approaching the work area for a distance equal to A plus B.
 - Vehicle in the work area have high-intensity, rotating, flashing, oscillating, or strobe light operation.
 - Volume and complexity of the roadway have been considered.

Speed	Spacing (ft.)
15 or less	200
16 to 20	250
21 or more	300

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCHANCE THE PAVEMENT SURFACE OR ARE CLOSER THAN 10' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL LANE IN AN INTERSECTION.

LAST REVISION
07/01/15

FDOT FY 2016-17
DESIGN STANDARDS

TWO-LANE, TWO-WAY, WORK IN INTERSECTION

INDEX NO.
604

SHEET
1 of 1



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ENGINEERING BUSINESS 4874

WESTPORT RESERVE
(PHASE 4)

CITY OF PORT ORANGE, FLORIDA

7/1/2016

SEAL

REVISIONS

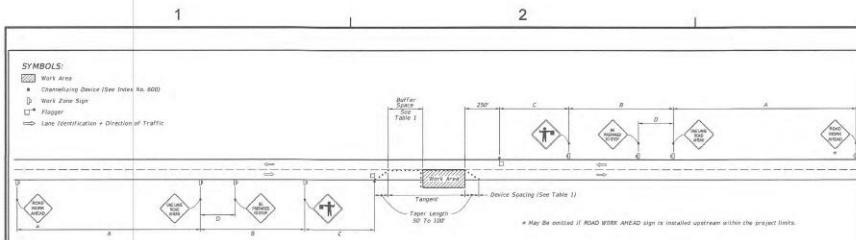
No.	DATE	BY	Description

PROJECT # PROJECT #50083136
DRAWN BY J.K.K.
APPROVED BY DMV
CHECKED BY DMV
DATE MAY 2016
DATUM NAVD 88

JURISDICTIONAL
STANDARDS

PROJECT: CC 1/FinalSP Phase 4
SHEET NO.

C41



GENERAL NOTES:

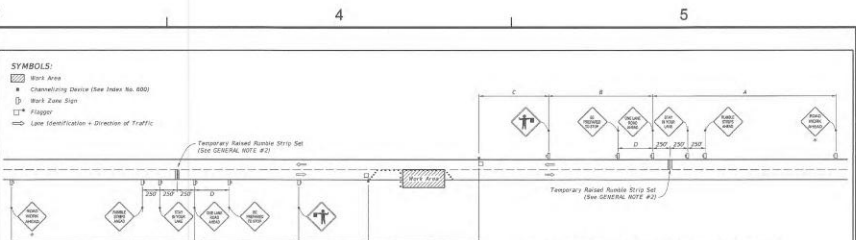
- Special Conditions may be required in accordance with these notes and the following items:
- Channelizing Device (See Index No. 600)**
 - a. If an active vehicle is in the work area, use the device to protect the work area.
 - b. If the device is used to protect the work area, it shall be placed at the edge of the work area.
 - c. If the device is used to protect the work area, it shall be placed at the edge of the work area.
- Work Zone Sign (See Index No. 600)**
 - a. Use when work is in progress.
 - b. Use when work is in progress.
 - c. Use when work is in progress.
- Flagger (See Index No. 600)**
 - a. Use when work is in progress.
 - b. Use when work is in progress.
 - c. Use when work is in progress.
- Lane Identification + Direction of Traffic (See Index No. 600)**
 - a. Use when work is in progress.
 - b. Use when work is in progress.
 - c. Use when work is in progress.

TABLE 1

Device Name	Maximum Spacing of Coves or Tapered Markers		Maximum Spacing of Type 1 or Type 2		Distance Between Signs		Buffer Space
	On A	On B	On A	On B	A	B	
25	25	50	25	50	200	200	100
30	30	60	30	60	200	200	100
35	35	70	35	70	200	200	100
40	40	80	40	80	200	200	100
45	45	90	45	90	200	200	100
50	50	100	50	100	200	200	100
55	55	110	55	110	200	200	100
60	60	120	60	120	200	200	100
65	65	130	65	130	200	200	100
70	70	140	70	140	200	200	100

CONDITIONS

WHERE ANY VEHICLE EQUIPMENT, WORKERS OR OTHER ACTIVITIES ENCOACH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY.



GENERAL NOTES:

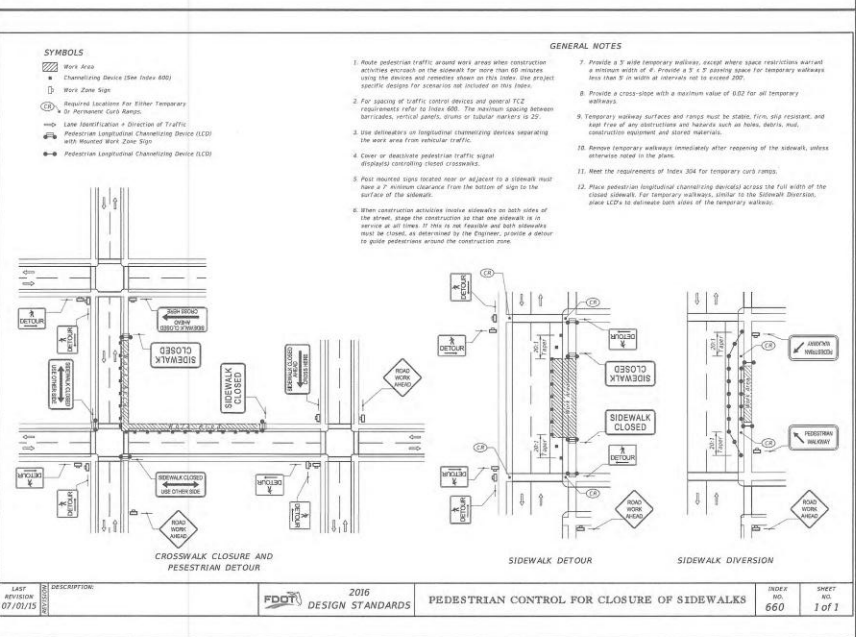
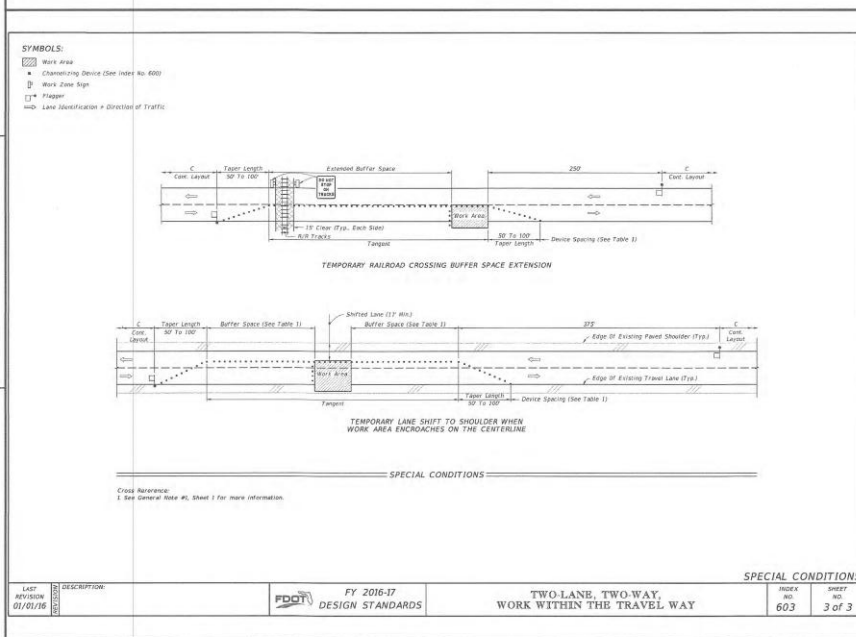
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 - c. Use when work is in progress.
- Flagger (See Index No. 600)**
 - a. Use when work is in progress.
 - b. Use when work is in progress.
 - c. Use when work is in progress.
- Lane Identification + Direction of Traffic (See Index No. 600)**
 - a. Use when work is in progress.
 - b. Use when work is in progress.
 - c. Use when work is in progress.

TABLE 1

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35	35	70	35	70	200	200	100
40	40	80	40	80	200	200	100
45	45	90	45	90	200	200	100
50	50	100	50	100	200	200	100
55	55	110	55	110	200	200	100
60	60	120	60	120	200	200	100
65	65	130	65	130	200	200	100
70	70	140	70	140	200	200	100

CONDITIONS

WHERE ANY VEHICLE EQUIPMENT, WORKERS OR OTHER ACTIVITIES ENCOACH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY.



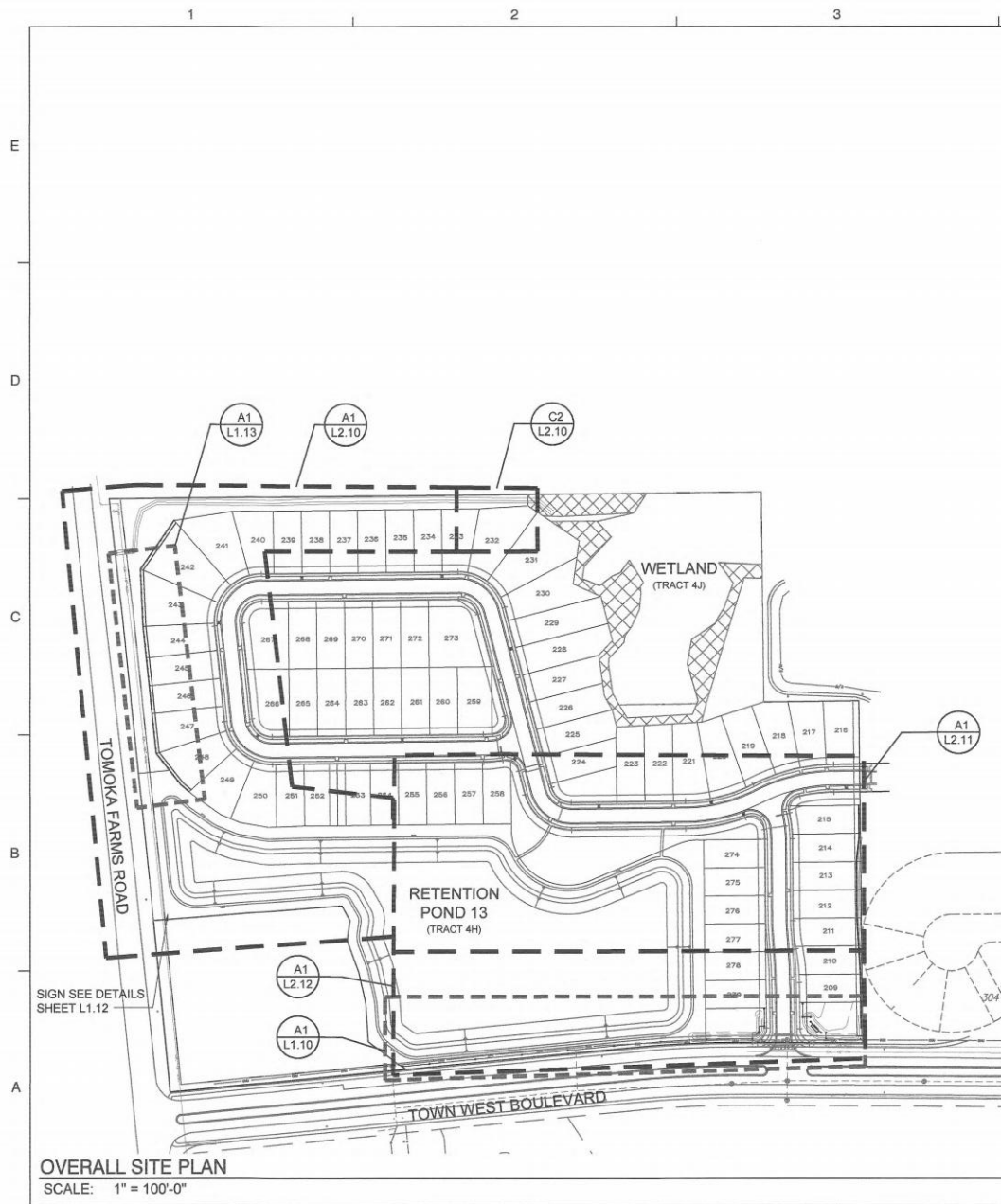
REVISIONS

No.	DATE	BY	Description

PROJECT # PROJECT #50081358
DRAWN BY KJK
APPROVED BY DMV
CHECKED BY DMV
DATE MAY 2018
DATUM NAVD 88

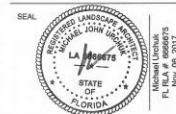
**JURISDICTIONAL
STANDARDS**

PROJECT: CC 1/1/18/18/18 Phase 4
SHEET NO.

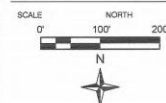


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PHONE: 407.248.1100
ENGINEERING BUSINESS 4784
LAND AREA - LC000009

WESTPORT
PHASE 4
SITE DEVELOPMENT PLAN
EDGE COVE, LLC
PORT ORANGE, FL



KEY PLAN



No.	DATE	BY	Description
REVISIONS			

DRAWN BY _____
APPROVED BY _____
CHECKED BY _____
DATE _____

TITLE

OVERALL PLAN

PROJECT NO. 6006891

L1.00

SHEET NO.

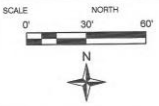


Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE
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ORLANDO, FL 32803
PHONE: 407.845.9120
ENGINEERING BUSINESS: 4704
LAND ARCH - LC0000999

WESTPORT
PHASE 4
SITE DEVELOPMENT PLAN
EDGE COVE, LLC
PORT ORANGE, FL



KEY PLAN



No.	DATE	BY	Description

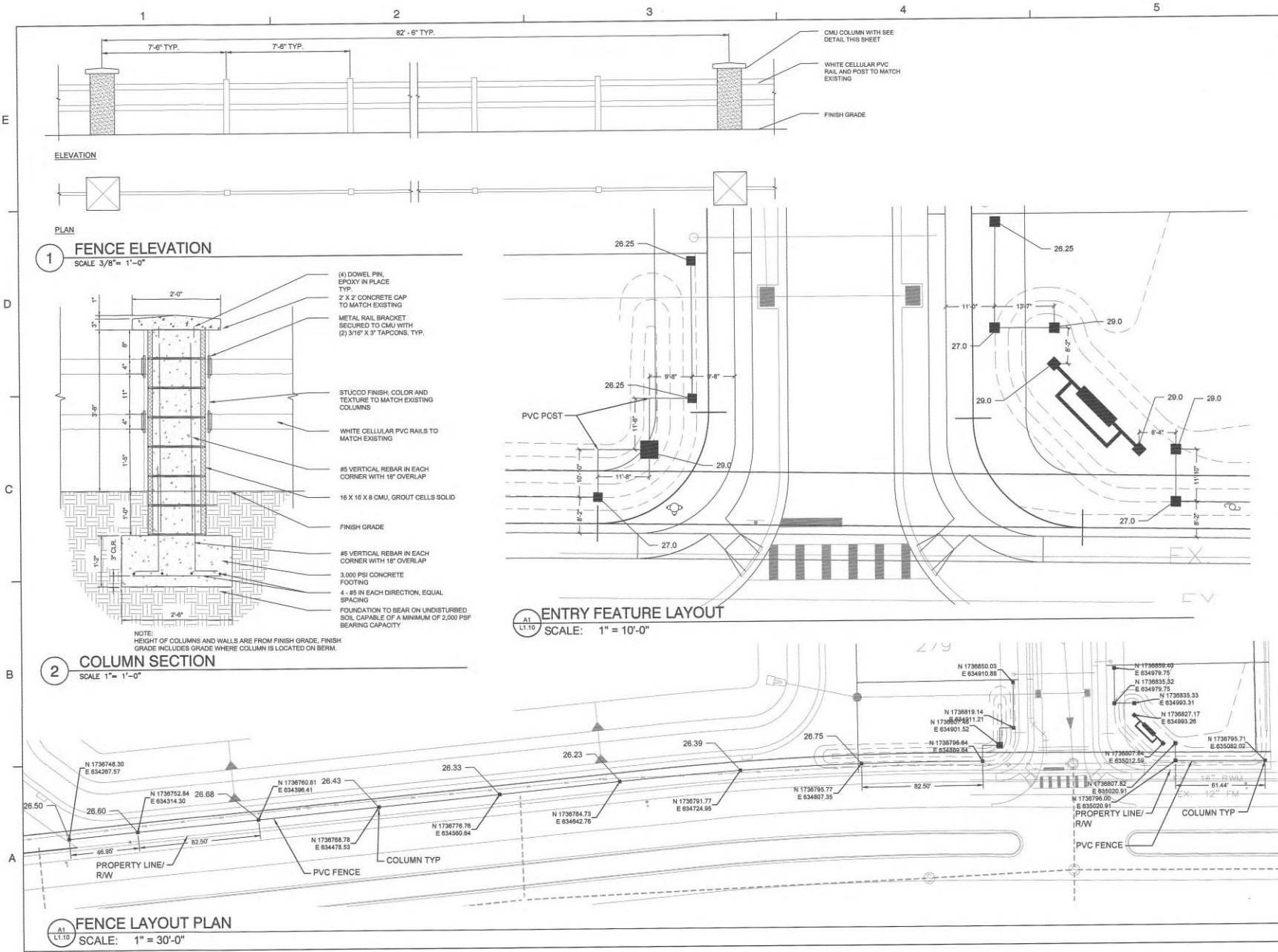
REVISIONS
DRAWN BY _____
APPROVED BY _____
CHECKED BY _____
DATE _____
TITLE _____

LAYOUT PLAN
AND DETAILS

PROJECT NO. 50026931

L1.10

SHEET NO.





Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE
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ORLANDO, FL 32803
PHONE: 407.243.5120
ENGINEERING BUSINESS 47TH
LAND ARCH - LC0000066

WESTPORT
PHASE 4
SITE DEVELOPMENT PLAN
EDGE COVE, LLC
PORT ORANGE, FL



KEY PLAN



No.	DATE	BY	Description
REVISIONS			

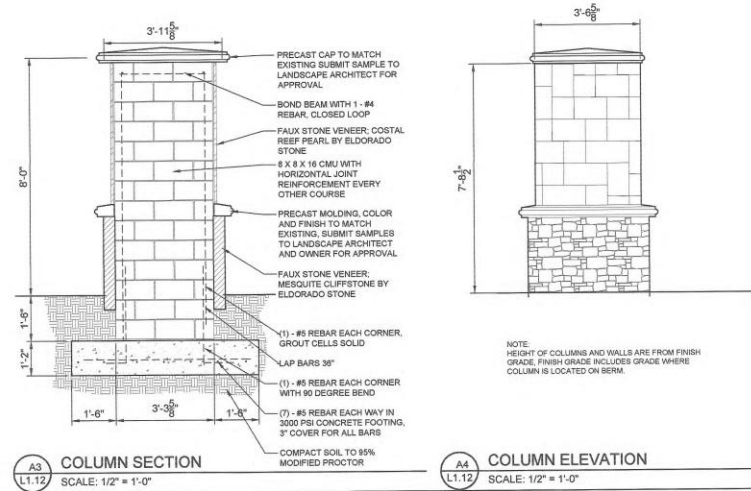
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APPROVED BY _____
CHECKED BY _____
DATE _____

TITLE

PROJECT NO. 50062831

L1.12

SHEET NO.



A3
L1.12
COLUMN SECTION
SCALE: 1/2" = 1'-0"

A4
L1.12
COLUMN ELEVATION
SCALE: 1/2" = 1'-0"

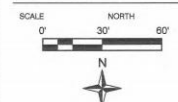


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PHONE: 407.801.1125
ENGINEERING BUSINESS 4194
LAND ARCH - LC0000599

WESTPORT
PHASE 4
SITE DEVELOPMENT PLAN
EDGE COVE, LLC
PORT ORANGE, FL



KEY PLAN



No.	DATE	BY	Description
REVISIONS			

DRAWN BY _____
APPROVED BY _____
CHECKED BY _____
DATE _____

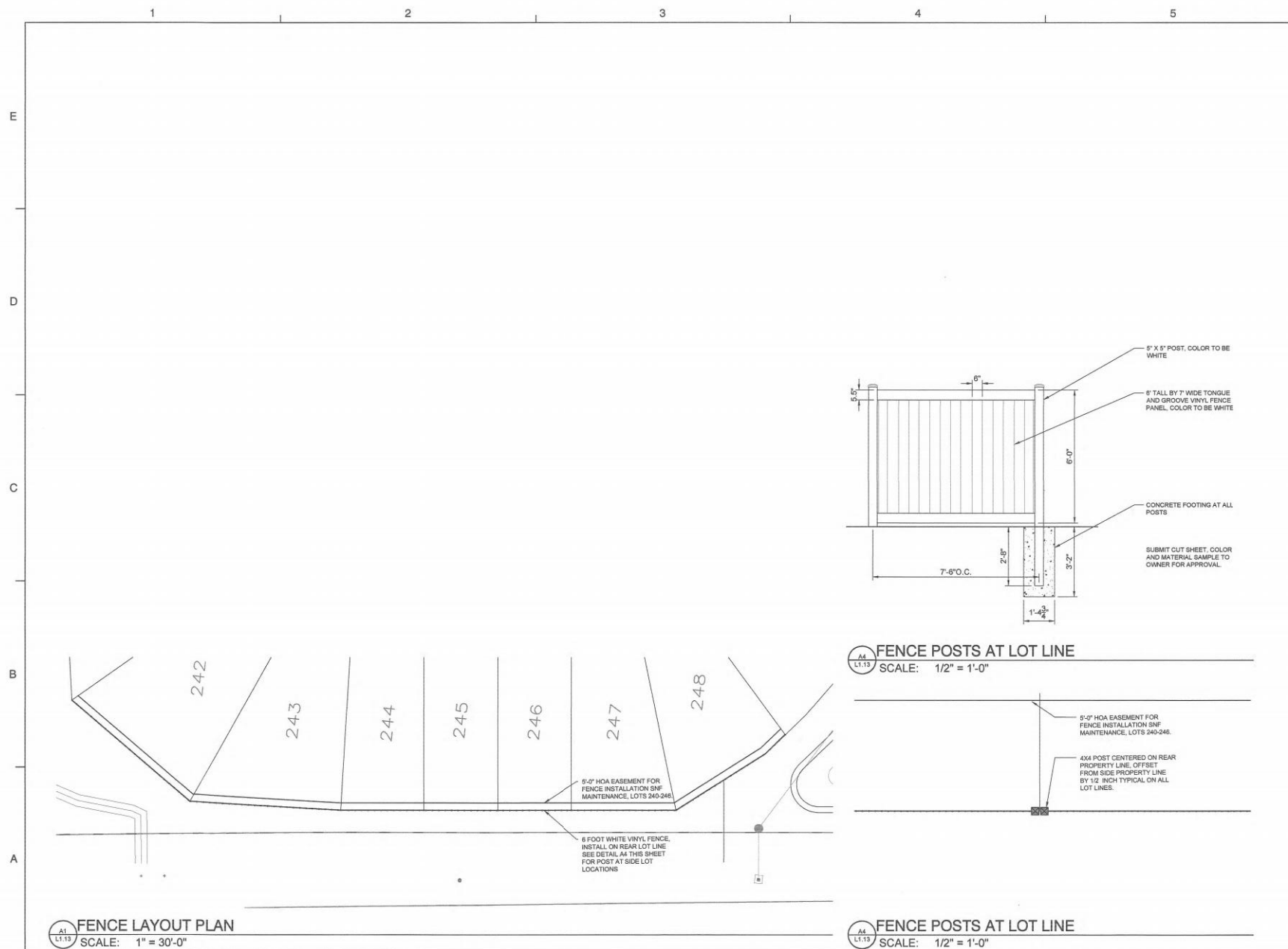
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LAYOUT PLAN

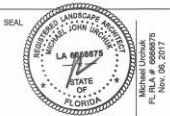
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L1.13

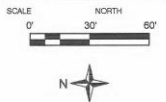
SHEET NO.



WESTPORT
PHASE 4
SITE DEVELOPMENT PLAN
EDGE COVE, LLC
PORT ORANGE, FL



KEY PLAN



No.	DATE	BY	Description

DRAWN BY _____
APPROVED BY _____
CHECKED BY _____
DATE _____

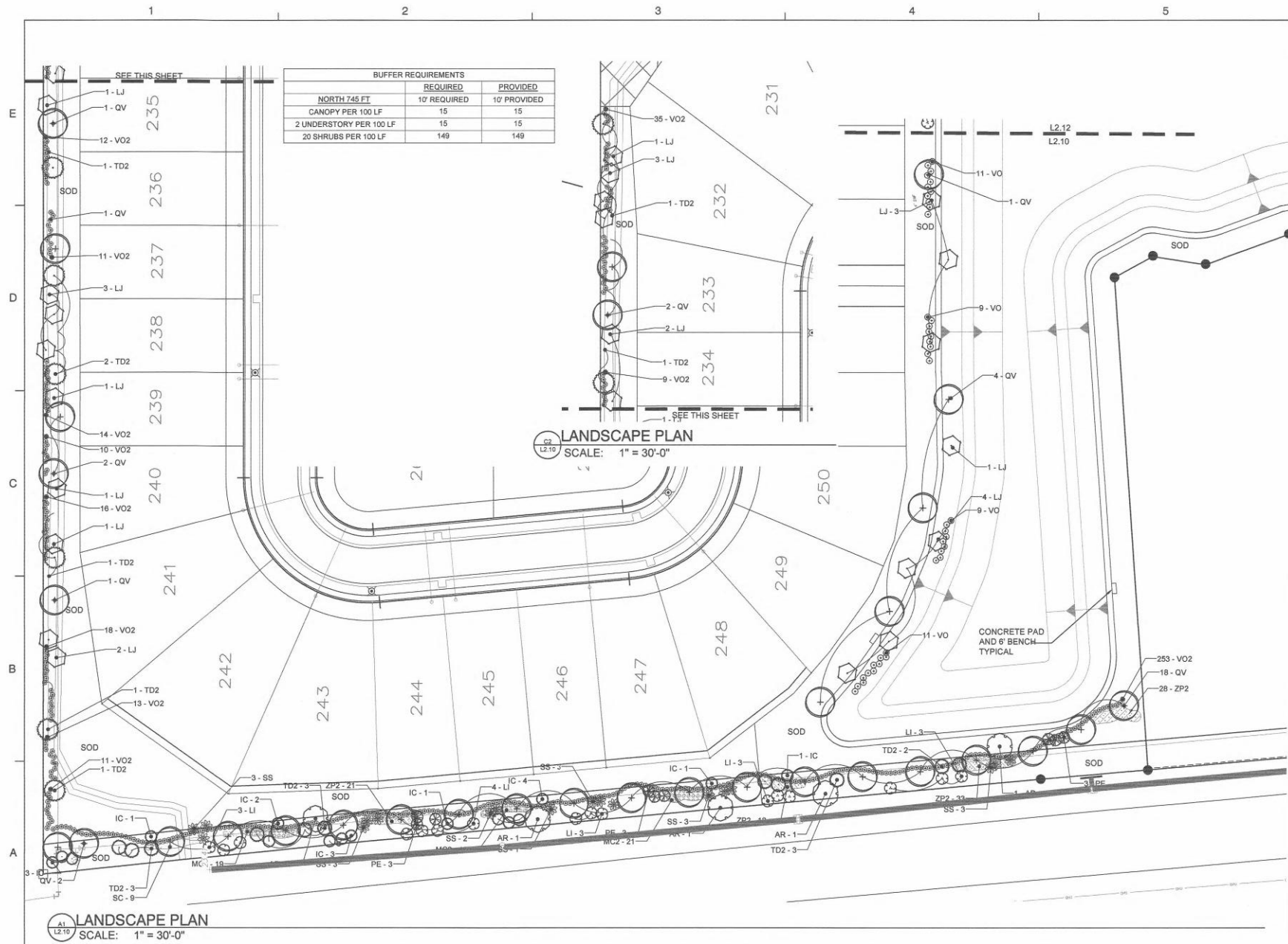
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LANDSCAPE
PLAN

PROJECT NO. 50062631

L2.10

SHEET NO.



BUFFER REQUIREMENTS		
	REQUIRED	PROVIDED
<u>TOWNWEST NORTH 784 FT</u>	10 REQUIRED	20 PROVIDED
3 CANOPY PER 100 LF	24	24
3 UNDERSTORY PER 100 LF	24	26
30 SHRUBS PER 100 LF	235	569
<u>TOMOKA FARMS NORTH 755 FT</u>	35 REQUIRED	35 PROVIDED
6 CANOPY PER 100 LF	45	45
7 UNDERSTORY PER 100 LF	53	53
55 SHRUBS PER 100 LF	415	415

Dewberry®

Dewberry Engineers Inc.
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ORLANDO, FL 32803
PHONE: 407-843-5120
ENGINEERING BUSINESS - 8794
LAND ARCH - LC28000569

WESTPORT
PHASE 4
SITE DEVELOPMENT PLAN
EDGE COVE, LLC
PORT ORANGE, FL



KEY PLAN



No.	DATE	BY	Description

REVISIONS

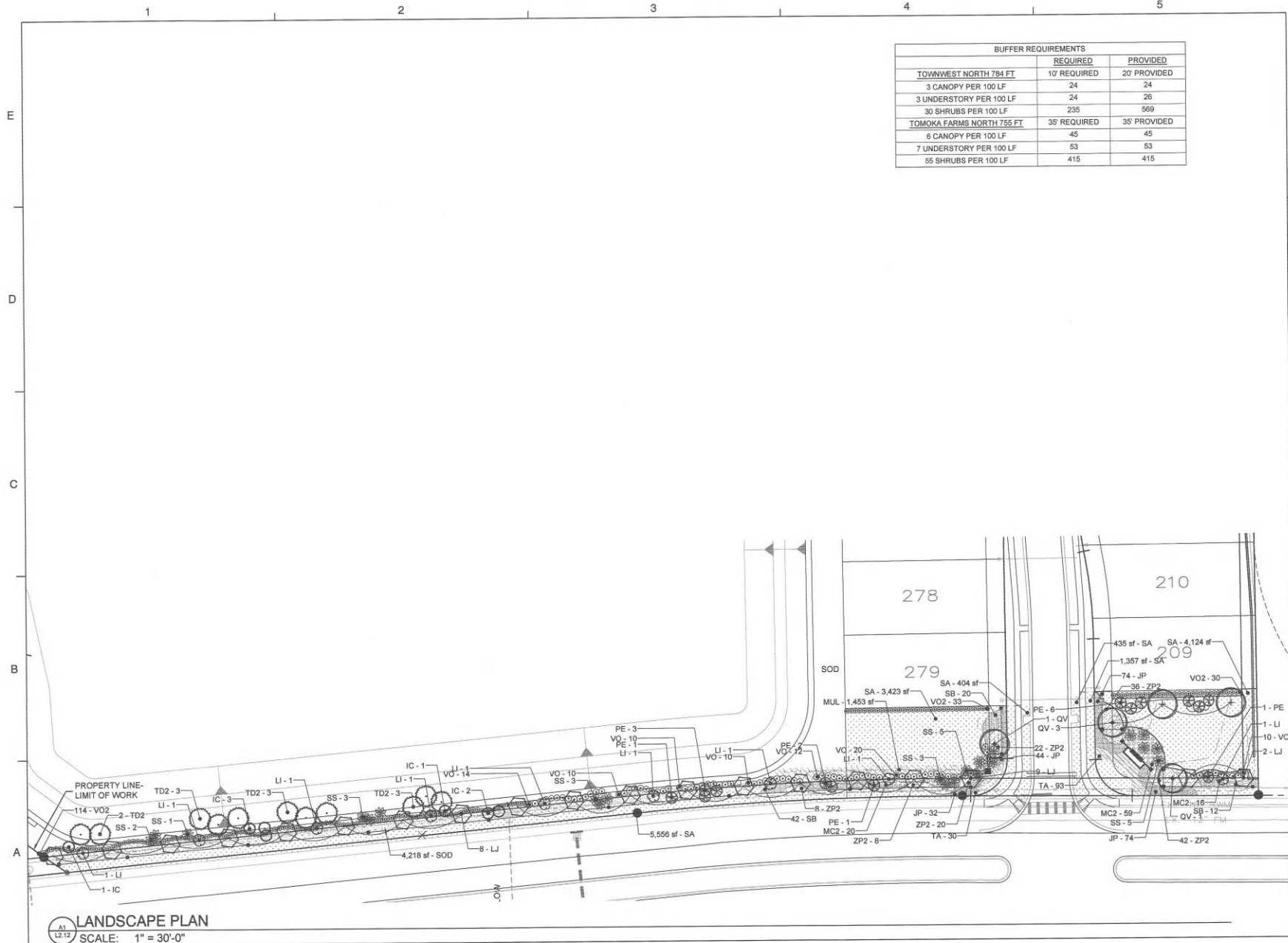
DRAWN BY _____
APPROVED BY _____
CHECKED BY _____
DATE _____
TITLE _____

LANDSCAPE
PLAN

PROJECT NO. 50082631

L2.12

SHEET NO.





Dewberry Engineers Inc.
800 NORTH BAYHOLM AVE
SUITE 100
ORLANDO, FL 32805
PHONE: 407-840-6500
ENGINEERING BUSINESS #194
LAND ARCH - LCB0000069

WESTPORT
PHASE 4
SITE DEVELOPMENT PLAN
EDGE COVE, LLC
PORT CHARLIE, FL



KEY PLAN

SCALE NORTH

No.	DATE	BY	Description
REVISIONS			

DRAWN BY _____
APPROVED BY _____
CHECKED BY _____
DATE _____

TITLE

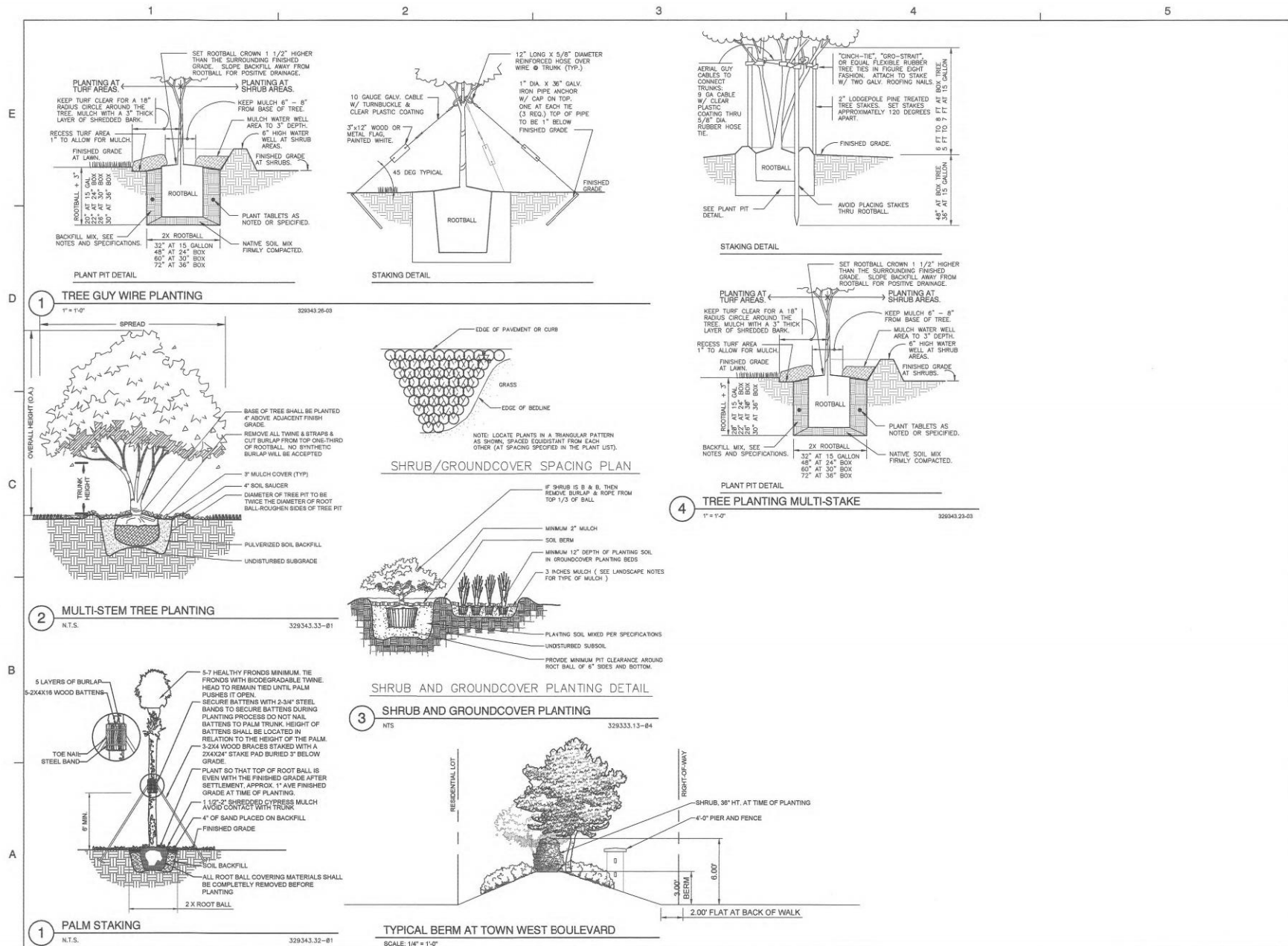
NOTES AND
LEGEND

PROJECT NO. 50080831

L3.10

SHEET NO.

LANDSCAPE NOTES:									
1. The Landscape Contractor shall be responsible for all materials and all work as called for on the Landscape Plans and in the Landscape Specifications. In the event of variation between quantities shown on plan and the plants, the plants shall control. The Landscape Contractor shall verify all quantities and report any discrepancies at the time of bidding.									
2. The Landscape Contractor shall review architectural/engineering plans and become thoroughly familiar with surface and subsurface utilities.									
3. Every possible safeguard shall be taken to protect building surfaces, equipment and furnishings. The Landscape Contractor shall be responsible for any damage or injury to person or property which may occur as a result of negligence in the execution of the work.									
4. The work shall be coordinated with other trades to prevent conflicts. Coordinate the planting with the irrigation work to assure availability and proper location of irrigation lines and plants.									
5. All planting shall be performed by personnel familiar with planting procedures and under the supervision of a qualified planting foreman.									
6. All plant material shall be graded Florida No. 1 or better as outlined under Grades and Standards for Nursery Plants, Part I and II, published by the Florida Department of Agriculture and Consumer Services.									
7. The Landscape Architect or Owner shall have the right, at any stage of the operations, to reject any and all work and materials which, in his opinion, do not meet with the requirements of these specifications.									
8. Except as otherwise specified, the Landscape Contractor's work shall conform to accepted horticultural practices as used in the trade.									
9. The minimum acceptable size of all plants, measured after pruning, with branches in normal position, shall conform to the measurements specified on the plant list or as indicated on the landscape drawing. Height and spread dimensions refer to main body of the plant and not extreme branch tip to tip. The caliper of tree trunk is to be taken one foot above the ground level.									
10. Plants shall be protected upon arrival at the site, by being thoroughly watered and properly maintained until planted.									
11. All tree pits shall be excavated to size and depth in accordance with the USDA Standard for Nursery Stock, 2003, unless shown otherwise on the drawings, and backfilled with the specified planting soil. The Landscape Contractor shall test fill at tree pits with water before planting to assure proper drainage penetration is available.									
12. The Landscape Contractor shall be responsible for proper watering of all plants. All plants shall be thoroughly watered at time of planting and kept adequately watered until time of acceptance. It shall be the Landscape Contractor's responsibility to ensure that plants are not over watered.									
13. It shall be the Landscape Contractor's responsibility to prevent plants from being blown over, to re-align them and replace all plants which have been blown over or damaged due to lack of proper watering or watering. The Landscape Contractor shall be liable for any damage caused by instability of any plant material.									
14. All trees and all palms shall be galled or staked or banded. The Landscape Contractor shall determine which small or multi-trunk trees need to be galled and staked to maintain plants. Barking of trees and shrubs, if required, shall be done as per existing and galling detail prepared by the Landscape Architect. It shall be the responsibility of the Landscape Contractor to remove galls and stakes from the trees and job site after a period of 90 days.									
15. Plants blown over by high winds, within the guaranteed period, shall not be cause for additional expense to the Owner, but shall be the responsibility of the Landscape Contractor. Damaged plants shall be replaced by the Landscape Contractor at no additional cost to the Owner.									
16. Sod shall be certified to be free of the imported fire ant. Sod shall have a clean growth of acceptable grass, reasonably free of weeds with not less than 1 1/2" of soil firmly adhering to roots. It shall be the responsibility of the Landscape Contractor to measure and determine the exact amount required. The amount shall be verified with the Owner or Landscape Architect before installation.									
17. The Landscape Contractor shall insure adequate vertical drainage in all plant beds, plantings, and soil areas. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage. If not drilled fill is necessary to assure positive drainage, this issue shall be brought up by the Landscape Contractor at time of bidding.									
18. The Landscape Contractor shall insure that his work does not interrupt established or proposed drainage patterns.									
19. The Landscape Contractor shall prune, shape and remove dead foliage from existing plant material to remain. Conform with the Landscape Architect or Owner the extent of work required at time of bidding.									
20. Mulch - All plant beds shall be top dressed with 3" shredded hardwood mulch (if approved equal).									
21. Transplanted Material - The Landscape Contractor shall be responsible for determining and evaluating which plant materials are suitable for transplanting and shall verify this with the Landscape Architect or Owner. The Landscape Contractor shall take all reasonable, horticulturally acceptable measures to ensure the successful transplanting of determined plant materials. The Landscape Contractor shall be responsible for replacing any relocated plant materials which die if such measures are not taken, as determined by the Landscape Architect or Owner. Replacement plants shall be of identical species and size if required.									
22. MAINTENANCE PRIOR TO FINAL INSPECTION AND ACCEPTANCE.									
a. Maintenance shall commence after each plant is planted and the maintenance period shall continue until the job or specific phase of the job is accepted by the Landscape Architect or Owner. Extreme care shall be taken to instruct the Owner or his representative in general maintenance procedures.									
b. Plant maintenance shall include watering, pruning, weeding, outplanting, mulching, lightening, and repairing of galls, replacement of sick or dead plants, repotting plants to proper grade or upright position and relocation of the planting saucer and all other care needed for proper growth of the plants.									
c. During the maintenance period and up to the date of final acceptance, the Landscape Contractor shall do all seasonal spraying and/or dusting of trees and shrubs. Upon completion of all planting, an inspection for acceptance of work will be held. The Landscape Contractor shall verify the Landscape Architect or Owner for scheduling of the inspection 10 days prior to the anticipated date.									
d. At the time of the inspection, if all of the materials are acceptable, a written notice will be given by the Landscape Architect or Owner to the Landscape Contractor stating the date when the Maintenance Period ends.									
GUARANTEE AND REPLACEMENT:									
a. All plant materials shall be guaranteed for one (1) year from the time of final inspection and interim acceptance shall be alive and in satisfactory growth for each specific kind of plant at the end of the guaranteed period.									
b. At the end of the guarantee period, any plant required under the contract that is dead or not in satisfactory growth, as determined by the Owner or the Landscape Architect, shall be removed and replaced. Replacement plants shall have an extended guarantee, as noted above, from time of replacement.									
c. All replacements shall be planted of the same kind and size as specified on the plant list. They shall be the responsibility of the Landscape Contractor.									
PLANT SCHEDULE									
TREES									
CODE QTY BOTANICAL NAME / COMMON NAME CONT CAL SIZE REMARKS									
AR	5	Acer rubrum / Red Maple	45 gal	3" Cal	12" - 14' HT				
IC	23	Ilex cassine / Dahoon Holly	30 gal	2" Cal	8' Ht. x 5' Spr.				
LI	20	Lagerstroemia x 'Tuscarora' / Red Crape Myrtle Multi-Trunk	-	2" Avg.	10' Ht.	3-5 Stems			
LJ	42	Ligustrum japonicum / Japanese Privet	45 gal	2.5" Cal	8' Ht. x 8' Spr.				
PE	23	Pinus ellioti / Slash Pine	-		5' Ht. - 10' Ht.	SEE PLAN FOR HEIGHTS			
QV	56	Quercus virginiana / Southern Live Oak	30 gal	2.5" Cal	10' Ht.				
SS	49	Sabal palmetto / Cabbage Palmetto	-		8'-14' CT	VARIED HEIGHTS			
TDZ	30	Taxodium distichum / Bald Cypress	30 gal	2.5" Cal	10' - 12' HT				
SHRUBS									
CODE QTY BOTANICAL NAME / COMMON NAME CONT SIZE REMARKS									
VOZ	721	Viburnum odoratissimum / Sweet Viburnum	3 gal	24" HT & SPR					
VO	140	Viburnum odoratissimum / Sweet Viburnum	7 gal	36" Ht. x 24" Spr.					
SHRUB AREAS									
CODE QTY BOTANICAL NAME / COMMON NAME CONT SIZE SPACING REMARKS									
JP	224	Juniperus chinensis 'Parsonii' / Parson Juniper	1 gal		24" o.c.				
MCZ	151	Muhlenbergia capillaris / Pink Muhly	1 gal	12" Ht. x 24" Spr.	36" o.c.				
SC	9	Serenia repens 'Cinerea' / Silver Saw Palmetto	5 gal	30" x 24"	48" o.c.				
SB	74	Spartina Bakeri / Sand Cord Grass	1 gal	18" Ht. x 18" W.	36" o.c.				
ZPZ	236	Zamia pumila / Coontie	1 gal	14" Ht., Full	36" o.c.				
GROUND COVERS									
CODE QTY BOTANICAL NAME / COMMON NAME CONT SIZE SPACING REMARKS									
MUL	1,453 sf	Mulch - / Pine Bark	None		3" Thick				
SOD	4,218 sf	Paspalum notatum / Bahia Grass	sod		Solid				
SA	53,357 sf	Sterocarpium secundatum 'Floritam' / Floritam St. Augustine Sod	sod		Solid, Sand Green				
TA	123	Trachelospermum asiaticum / Dwarf Asiatic Jasmine	1 gal	FULL	24" o.c.				



MAINLINE AND LATERAL LOCATION, WHERE SHOWN, IS FOR GRAPHIC CLARITY PURPOSES ONLY. INSTALL AT THE BACK OF CURB, FRONT OF WALK, BACK OF WALK, OR ADJACENT TO OTHER HARDSCAPES TO FACILITATE FUTURE LOCATION AND TO PROTECT FROM DAMAGE. ENSURE MAINLINE IS INSTALLED ACCORDING FDEP GUIDELINES AND TO IRRIGATION SPECIFICATIONS AND DETAILS. PERMITS FOR WELLS AND IRRIGATION SYSTEMS MUST BE OBTAINED FROM VOLUSIA COUNTY.



NUMBER	MODEL	SIZE	TYPE	GPM	WIRE	PSI	PSI @ POC	PRECIP
F-1	Rain Bird PEB	1/2"	Turf Spray	54.56	284.4	36.82	41.01	1.21 in/h
F-2	Rain Bird PEB	2"	Area for Dripline	56.66	290.1	34.77	50.61	1.52 in/h
F-3	Rain Bird PEB	1/2"	Turf Spray	22.43	141.4	36.42		1.14 in/h
F-4	Rain Bird PEB	1/2"	Turf Spray	40.77	95.5	35.67		0.88 in/h
F-5	Rain Bird PEB	1/2"	Area for Dripline	46.62	45.8	37.44		1.52 in/h
F-6	Rain Bird PEB	1/2"	Turf Rotor	21.65	71.6	41.66		0.69 in/h
F-7	Rain Bird PEB	1/2"	Bubbler	42.61	345.5	34.36		1.52 in/h
F-8	Rain Bird PEB	1/2"	Turf Spray	54.52	355.4	34.27		0.81 in/h
F-9	Rain Bird PEB	1/2"	Turf Spray	32.76	360.3	34.55		0.82 in/h
F-10	Rain Bird PEB	1/2"	Area for Dripline	6.24		37.60		1.52 in/h
F-11	Rain Bird PEB	1/2"	Turf Spray	30.31		36.96		1.14 in/h
F-12	Rain Bird PEB	1"	Area for Dripline	9.24		35.16		1.52 in/h
F-13	Rain Bird PEB	1/2"	Turf Spray	58.45		38.71		1.00 in/h
F-14	Rain Bird PEB	2"	Turf Spray	42.76		37.66		1.01 in/h
F-15	Rain Bird PEB	1/2"	Turf Rotor	42.71		55.20		0.41 in/h
F-16	Rain Bird PEB	1/2"	Turf Rotor	55.55		55.15		0.55 in/h
F-17	Rain Bird PEB	1"	Area for Dripline	5.15		35.65		1.52 in/h
F-18	Rain Bird PEB	1/2"	Turf Spray	21.75		36.42		1.10 in/h
F-19	Rain Bird PEB	1"	Area for Dripline	0.52		34.43		1.52 in/h
F-20	Rain Bird PEB	1/2"	Turf Rotor	20.47		41.54		0.55 in/h
F-21	Rain Bird PEB	1"	Bubbler	10.00		36.96		1.10 in/h
F-22	Rain Bird PEB	1/2"	Bubbler	48.00		34.06		1.52 in/h
F-23	Rain Bird PEB	1/2"	Turf Rotor	50.40		34.65		0.44 in/h
F-24	Rain Bird PEB	1/2"	Turf Rotor	30.40		34.05		0.44 in/h
F-25	Rain Bird PEB	1/2"	Area for Dripline	36.54		36.44		1.52 in/h
F-26	Rain Bird PEB	1/2"	Bubbler	34.14		37.97		1.52 in/h



IRRIGATION PLAN
SCALE: 1" = 30'-0"

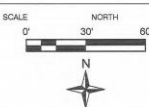


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PHONE: 407.543.5130
ENGINEERING BUSINESS 4794
LAND ARCH - LC26000969

WESTPORT
PHASE 4
SITE DEVELOPMENT PLAN
EDGE COVE, LLC
PORT ORANGE, FL



KEY PLAN



No.	DATE	BY	Description

REVISIONS

DRAWN BY: _____
APPROVED BY: _____
CHECKED BY: _____
DATE: _____
TITLE: _____

IRRIGATION
PLAN

PROJECT NO. 50080891

IR2.11

SHEET NO.

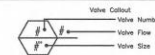
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IRRIGATION_SCHEDULE

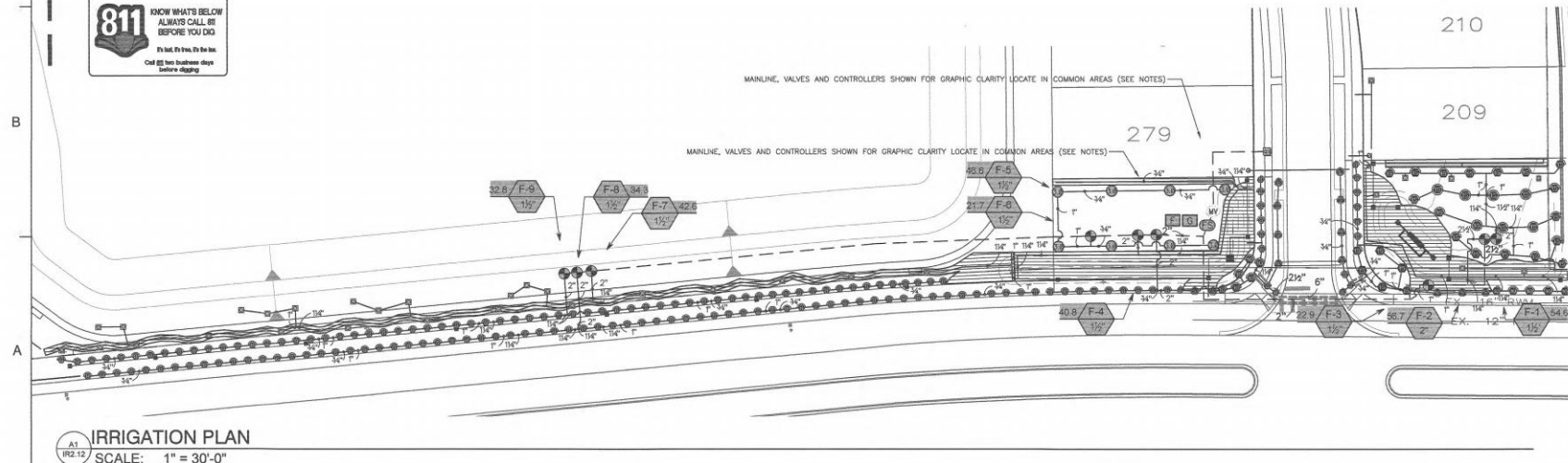
SYMBOL	MANUFACTURER/MODEL	QTY	ARG	PSI	GPM	RADIUS
●	Rain Bird 1806-PRS-NP 15 Strip Series	2	EST	30	0.61	4x15'
●	Rain Bird 1806-PRS-NP 15 Strip Series	11	55T	30	1.21	4x30'
●	Rain Bird 1806-PRS-NP 3 Series MPR	144	180	30	0.32	8'
●	Rain Bird 1806-PRS-NP 3 Series MPR	7	40	30	0.26	8'
●	Rain Bird 1806-PRS-NP 10 Series MPR	8	180	30	0.74	10'
●	Rain Bird 1806-PRS-NP 10 Series MPR	5	40	30	0.34	10'
●	Rain Bird 1806-PRS-NP 12 Series MPR	5	560	30	2.31	12'
●	Rain Bird 1806-PRS-NP 12 Series MPR	2	180	30	1.30	12'
●	Rain Bird 1806-PRS-NP 12 Series MPR	1	40	30	0.65	12'
●	Rain Bird 1806-PRS-NP 15 Series MPR	14	560	30	3.70	15'
●	Rain Bird 1806-PRS-NP 15 Series MPR	62	180	30	1.85	15'
●	Rain Bird 1806-PRS-NP 15 Series MPR	15	40	30	0.92	15'
●	Rain Bird 1806-PRS-NP 15 Series MPR	1	120	30	1.25	15'
●	Rain Bird 1806-PRS-NP HE-VAN Series	4	Adj	30		15'
■	Rain Bird 1804-1400 Flood	151	560	30	0.30	3'
■	Rain Bird 1804-1400 Flood	4	560	30	0.30	3'
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY		PSI	GPM	RADIUS
①	Rain Bird 5006-FC, FC-NP Turf Rotor, 6.0" Pop-Up, Plastic Riser, Adjustable and Full Circle, Standard Angle Nozzle, With Non-Potable Purple Cover.	46		45	3.04	40'
②	Rain Bird 5004-FC, FC (2) Turf Rotor, 4.0" Pop-Up, Plastic Riser, Adjustable and Full Circle, Standard Angle Nozzle.	15		35	2.71	36'

IRRIGATION_SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
■	Area to Receive Drip Line Netform TLDL-4-12 (12) Technique Pressure Compensating Landscape Drip Line, 0.6GPM emitters at 12.0" O.C. Drip Line laterals spaced at 12.0" apart, with emitters offset for triangular pattern. Surface and Sub Surface Installation. UV Resistant.	16,224 s.f.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
●	Rain Bird FEEB 1", 1-1/2", 2" Plastic Industrial Valves, Low Flow Operating Capability, Globe Configuration.	26
MY	Netform Slope Grooved 6" Cast Iron Electric Master Valve, with Globe Grooved Connection, Pressure Reducing, Pressure Sustaining, Quick Relief, and Pump Control. Available in 1-1/2", 2", 3/2", 3", 4", 6", 8", and 9".	1
⑬	Rain Bird FS-400-P 4" Flow Sensor for use with Rain Bird Maxicom, SileControl, and ESP-LXD Central Control Systems. Plastic (PVC) Model. Suggested Operating Range of 40.0 GPM to 500.0 GPM. Sensors should be sized for flow rather than pipe size.	1
⑭	Water Meter 2" 2" Meter	1
⑮	Water Meter 1-1/2" 1-1/2" Meter	1
⑯	Water Meter 1-1/2" 1-1/2" Meter	1
⑰	Water Meter 1-1/2" 1-1/2" Meter	1
⑱	Water Meter 3" 3" Meter	1
---	Irrigation Lateral Line: PVC Class 200 SDR 21-NP	1,000 L.F.
---	Irrigation Mainline: PVC Schedule 40-NP	1,400 L.F.
---	Pipe Sleeve: PVC Schedule 40	42.7 L.F.



MAINLINE, VALVES AND CONTROLLERS SHOWN FOR GRAPHIC CLARITY LOCATE IN COMMON AREAS (SEE NOTES)



AT IRRIGATION PLAN
SCALE: 1" = 30'-0"

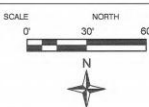


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LAND ARCH - L20000059

WESTPORT
PHASE 4
SITE DEVELOPMENT PLAN
EDGE COVE, LLC
PORT ORANGE, FL



KEY PLAN



No.	DATE	BY	Description

REVISIONS

DRAWN BY _____
APPROVED BY _____
CHECKED BY _____
DATE _____
TITLE _____

IRRIGATION
PLAN

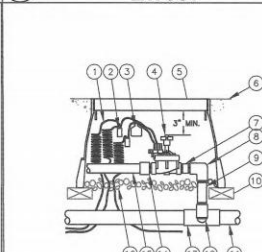
PROJECT NO. 50088831

IR2.12

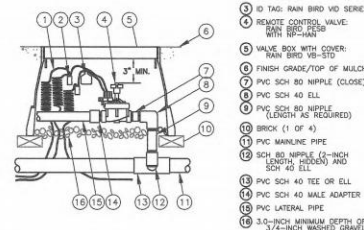
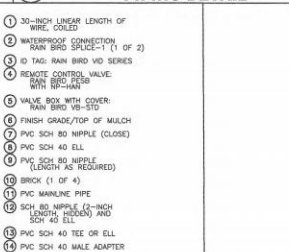
SHEET NO.



C2 IQ ESP-LXD SATELLITE TWO-WIRE DECODER CONTROLLER SLAVE



RAIN BIRD PESB VALVE



RAIN BIRD PESB VALVE



IR3.10

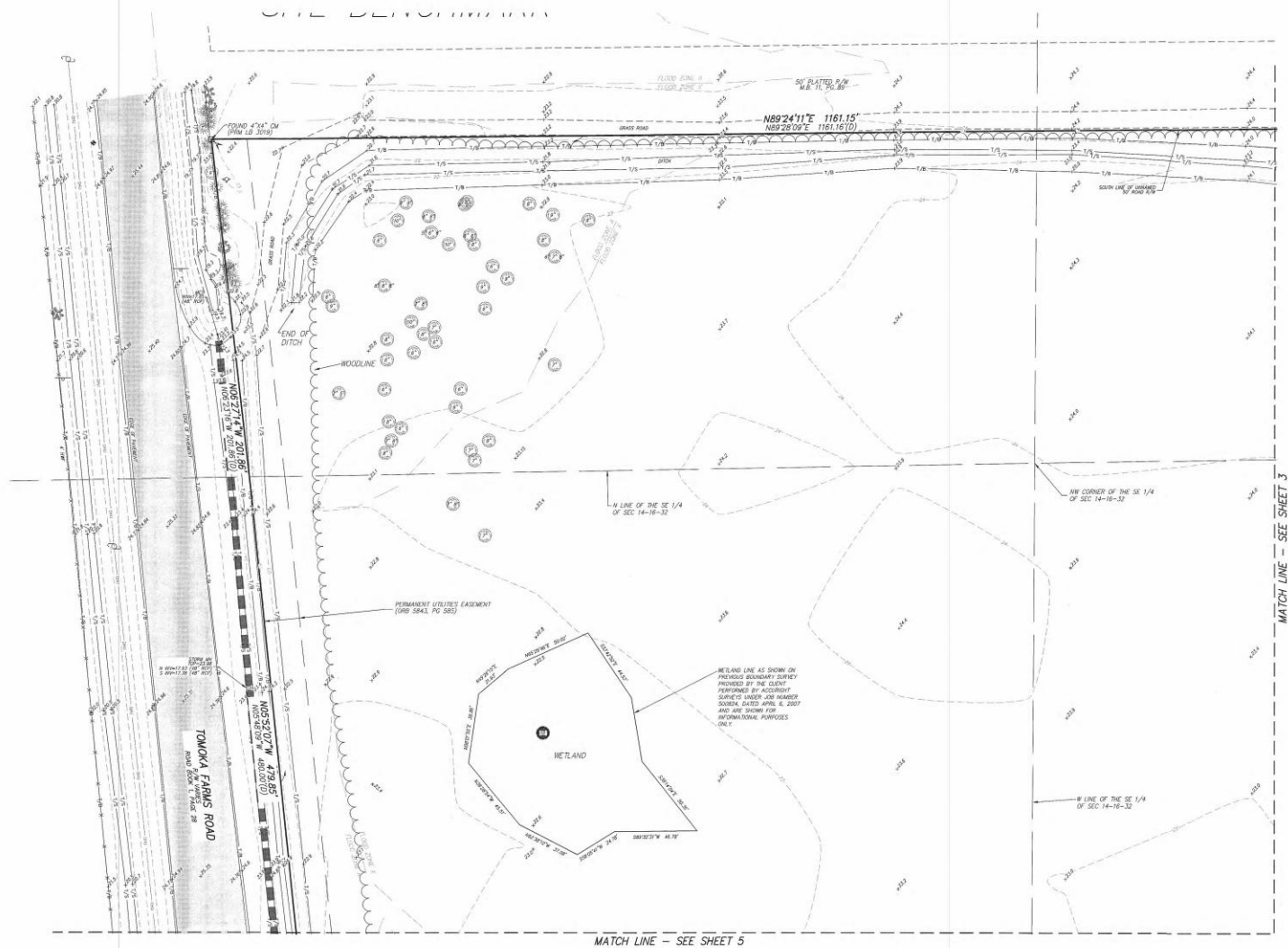
A

1. Pre-construction meeting - Designer and contractor to review entire install process and schedule with owner/general contractor.
2. Mainline installation inspection(s) - all mainline must be inspected for proper pipe, fittings, depth of coverage, backfill, and installation method
3. Mainline pressure test - All mainline shall be pressure tested according to this design's requirements
4. Flow Meter calibration - All flow meters must be calibrated, provide certified calibration report for all flow meters.
5. USDA Soil Quality Tests for infiltration/texture
6. Coverage and operational test
7. Final inspection
8. Punch list inspection

4. Conduct additional inspections, maintenance tasks, etc. that are particular for your site

SHEET NO.





- SPECIMEN TREE LEGEND
(BOLD)
(SIZE DENOTED INSIDE SYMBOL)

-  BAY
-  CYPRESS
-  LIVE OAK
-  MAPLE
-  OAK
-  LAUREL OAK

- TREE LEGEND**
(SIZE DENOTED INSIDE SYMBOL)

-  BAY
-  CAMPHOR
-  CEDAR
-  CHERRY
-  CHINABERRY
-  CYPRESS
-  DOGWOOD
-  ELM
-  GUM
-  HICKORY
-  HOLLY
-  LAUREL OAK
-  LIVE OAK
-  MAGNOLIA
-  MAPLE
-  MIMOSA
-  MISC
-  OAK
-  PALM
-  PECAN
-  PINE TREE
-  SUGAR HACKBERRY
-  SYCAMORE

R E V I S I O N S				
FB/PG	DATE	DRAWN	REVISION	OK'D
14-18-12 67-28	08/07/17	MRP	ADDED ADDITIONAL TREES	WDO
SKETCH	08/24/17	MRP	REVISED SPECIMEN TREE'S	WDO



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131 WEST KALEY STREET
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PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

A PORTION OF SECTION 14,
TOWNSHIP 16 SOUTH, RANGE 32
EAST, VOLUSIA COUNTY, FLORIDA

PLAT OF BOUNDARY AND
TOPOGRAPHIC SURVEY
-FOR-
EMERSON INTERNATIONAL, INC.

FB/PG		FIELD DATE		PROJECT NO. 50081369	2 OF 5
14-16-32 / 29-48		03/31/16			
DRAWING DATE	BY	APPROVED	SCALE		
04/11/16	KMS	WED	1" = 30'		

MATCH LINE - SEE SHEET 2



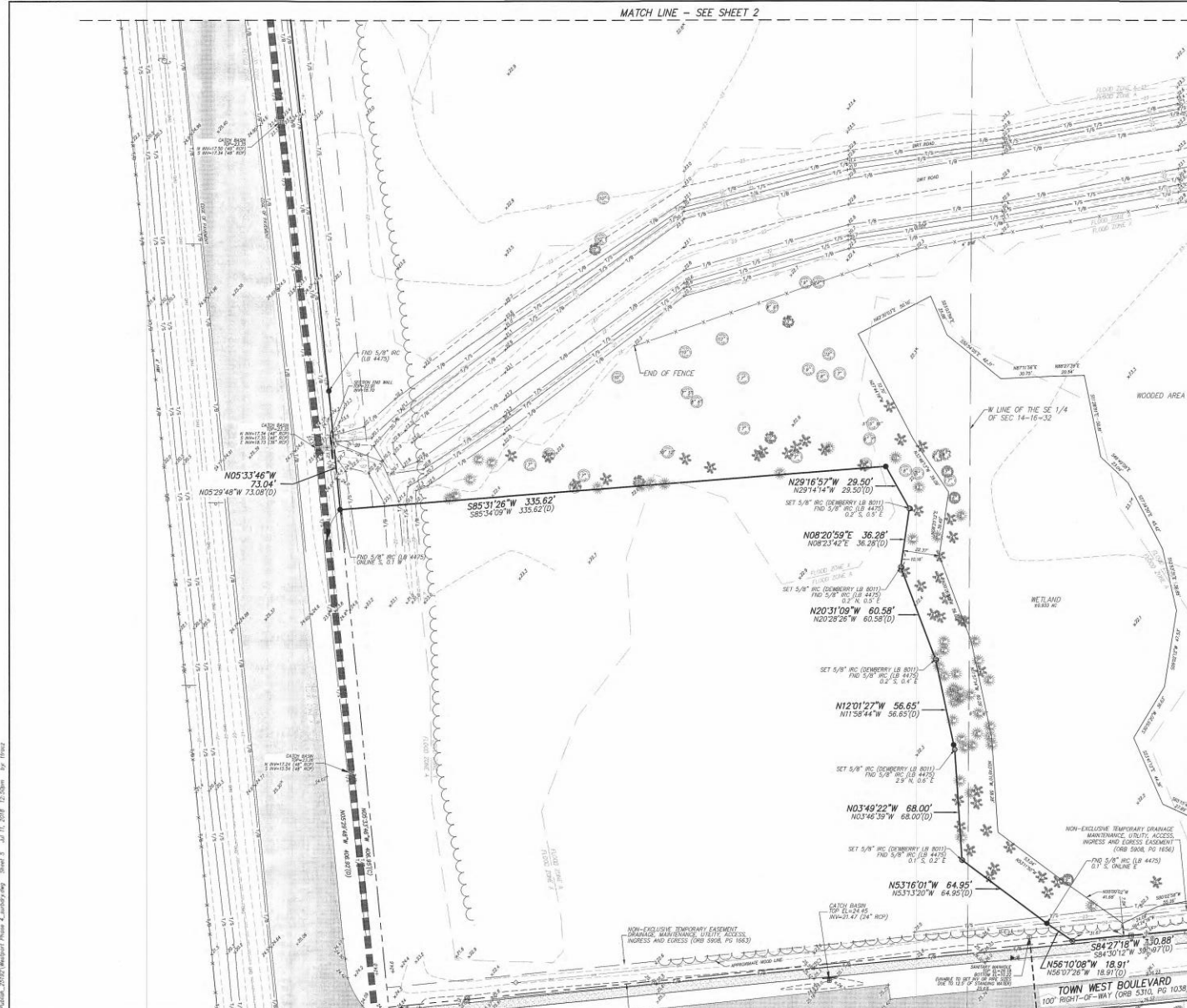
SPECIMEN TREE LEGEND
(SIZE DENOTED INSIDE SYMBOL)



TREE LEGEND
(SIZE DENOTED INSIDE SYMBOL)



MATCH LINE - SEE SHEET 4



SEE SHEET 1 FOR
LEGEND/ABBREVIATIONS

REVISIONS

REV	DATE	DRAWN	REVISION	CHK
1	08/07/17	MRP	ADDED ADDITIONAL TREES	MOD
2	08/24/17	MRP	REVISED SPECIMEN TREES	MOD



Dewberry

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FB/PG		FIELD DATE		PROJECT NO. 50081369	5 OF 5
14-16-32 / 29-49		03/31/15			
DRAWING DATE		BY		APPROVED	
04/11/16		KMS			
		VGO		SCALE 1" = 30'	



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: No

SUBJECT: (G30) Resolution No. 18-23 - Expressing the City's Support and Intention to Create a PACE Program (Continued from August 7, 2018)

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION: Move to Approve Resolution No. 18-23.

SUMMARY: Staff is requesting Council adopt a resolution in support of and with the intent to create A Property Assessed Clean Energy Program or P.A.C.E. program within its boundaries. Other cities and counties within Florida have created such programs and staff has worked with Edgewater, New Smyrna Beach and Oak Hill in researching this opportunity.

Essentially the PACE program allows property owners (commercial and residential) to finance energy efficiency and hardening improvements and pay for that financing on their tax bill through an assessment.

In addition to providing another avenue to finance worthwhile projects on real property within the City, this program also contributes to the resiliency of the community. By providing another financial avenue to harden and/or increase energy efficiency, our residents and business will be better equipped to handle storms and economic swings in the future.

Once the program is in place, these companies educate contractors on the program. Contractors can then offer this financing as an option when owners are looking to harden their structure and/or make them more energy efficient. If an owner wants to move forward with the work, their information is forwarded back to the PACE companies that complete the transaction and make sure the owner understands the program before the work begins.

If Council approves the resolution, agreements with the Florida Green Finance Authority, Florida PACE Funding Agency, Florida Resiliency and Energy District and the Green Corridor PACE District will follow this item for approval.

Legal will prepare the resolution. Certain language shall be required to limit the city's legal liability that may be incurred by its adoption of this resolution and approval of the associated agreements.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Port Orange Resolution 041318	Port Orange Resolution 041318.docx
2.	The STATE OF PACE PO 7-3-18	The STATE OF PACE PO 7-3-18.pdf

Robin FenwickCreated/Initiated - 08/13/2018



THE STATE OF PACE

PRESENTED BY:
ADMINISTRATORS OF THE
PACE PROGRAMS IN
FLORIDA

BASICS OF PACE

- PACE (Property Assessed Clean Energy) is a financing mechanism used for energy efficiency, renewable energy, and wind mitigation upgrades to properties.
- PACE financing is repaid as a non-ad valorem special assessment on the property's regular tax bill, and is processed the same way as other local public benefit assessments such as neighborhood improvement or special taxing districts.



FL STATUE 163.08:
AUTHORIZING A
LOCAL
GOVERNMENT TO
LEVY NON-AD
VALOREM
ASSESSMENTS TO
FUND CERTAIN
IMPROVEMENTS FOR
ENERGY EFFICIENCY,
RENEWABLE
ENERGY AND WIND
MITIGATION

- Improved property that has been retrofitted with energy-related qualifying improvements receives the benefit of alleviating the property's burden from energy consumption.
- Improved property that has been retrofitted with wind resistance qualifying improvements receives the benefit of reducing the property's burden from potential wind damage.
- The installation and operation of qualifying improvements not only benefit the affected properties for which the improvements are made, but also assist in fulfilling the goals of the state's energy and hurricane mitigation policies.
- In order to make qualifying improvements more affordable and assist property owners who wish to undertake such improvements, the Legislature finds that there is a compelling state interest in enabling property owners to voluntarily finance such improvements with local government assistance.

TYPES OF PROPERTIES

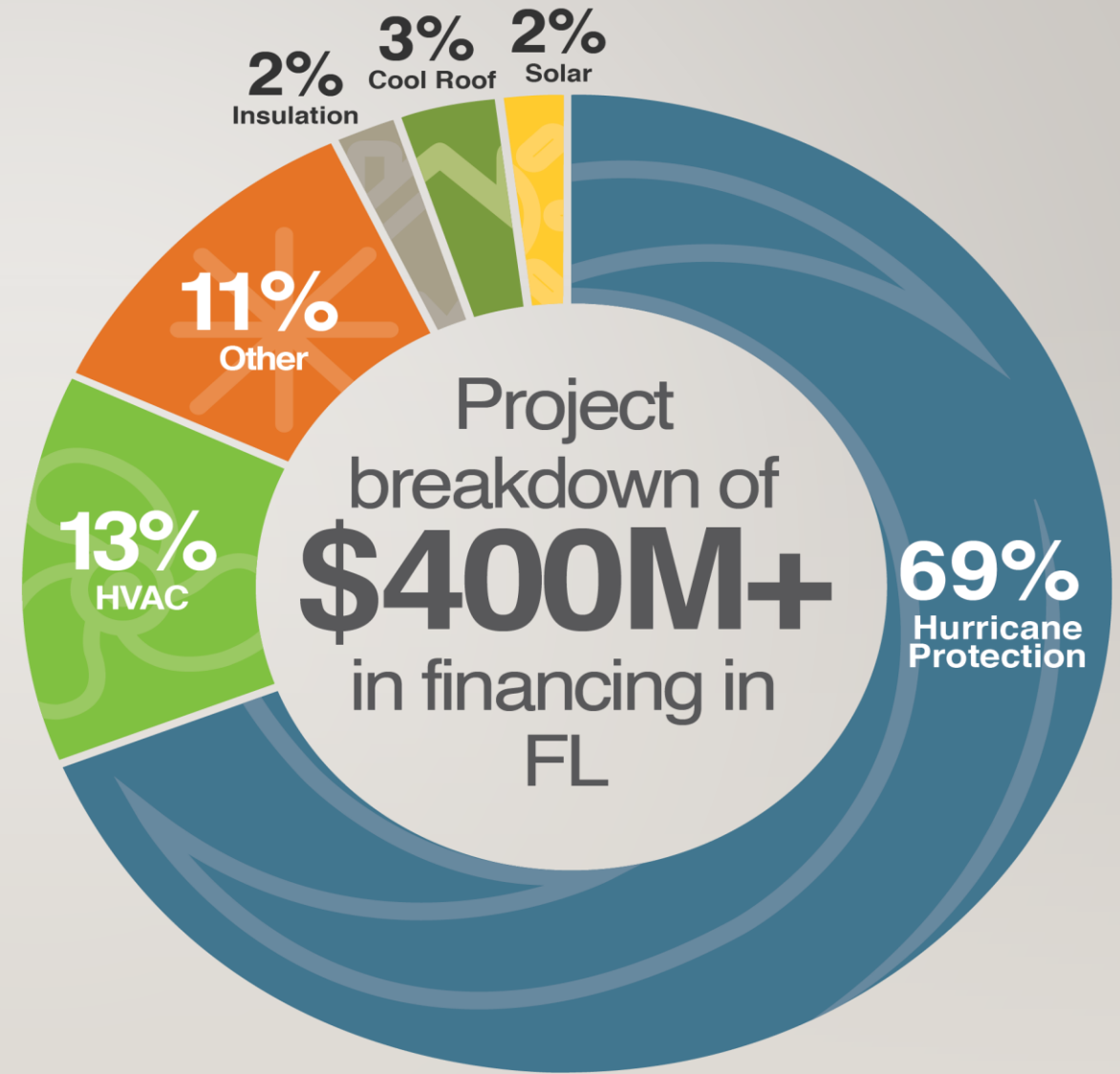
- Single Family Residential
- Multi-Family
- Retail/Office Space
- Assisted Living Facilities & Senior Living Centers
- Industrial
- Agricultural
- Hospitality
- Non-profits/Churches

TYPES OF IMPROVEMENTS

- IMPACT WINDOWS & DOORS
- ROOFING
- HVAC: HEATING & COOLING
- SOLAR PANELS & STORAGE
- BACKUP POWER GENERATORS
- LIGHTING
- INSULATION
- WATER HEATERS
- POOL PUMPS & POOL HEATERS



BREAKDOWN OF TYPES OF PROJECTS IN FL



QUALIFICATIONS FOR PROPERTY OWNERS



- Current on Property Taxes for last 3 years or length of ownership if under 3 years.
- Current on Mortgage. No liens against property.
- Must have 10% Equity based on Fair Market Value
- NO Negative Equity Lending
- Improvements must be eligible improvement, affixed to building or facility, part of the property
- Up to 20% just value of the property if the property owner has a mortgage

BENEFITS TO PROPERTY OWNERS

PACE covers up to 100% upfront cost.
Not credit based.

Financing terms up to 20 years with fixed, single digit interest rates. Affordable payments.

Interest rates based on selected repayment term, not on borrower's financial profile or project size.

Available to residential, commercial, homestead not required.

Potential to reduce utility bills and realize savings on property insurance.

Can be combined with utility, local and federal incentive programs.

PACE ASSESSMENTS

- Line item on the property tax bill
- Recorded on title (Clerk of Courts)
- Voluntary non-ad valorem assessment
- Annual installment on property tax bill (no discount on PACE assessment)
- Assessment is attached to the property, not the property owners' credit
- Repaid over a fixed term at a fixed interest rate
- No pre-payment penalty (residential)
- Uniform Method of Collection Agreement with Tax Collector for placement & fee



PROPERTY OWNER FAQs



- Property taxes are legally transferable upon sale, however, mortgage lenders may require full repayment of the PACE assessment upon sale or refinancing. PACE assessments can be paid off in full with no penalty for residential property owners.
- PACE financing payments can be added to a mortgage escrow account, but this does not happen automatically. To increase escrow account reserves, property owners must contact their mortgage lender or servicer and provide them with a copy of the final closing statement.

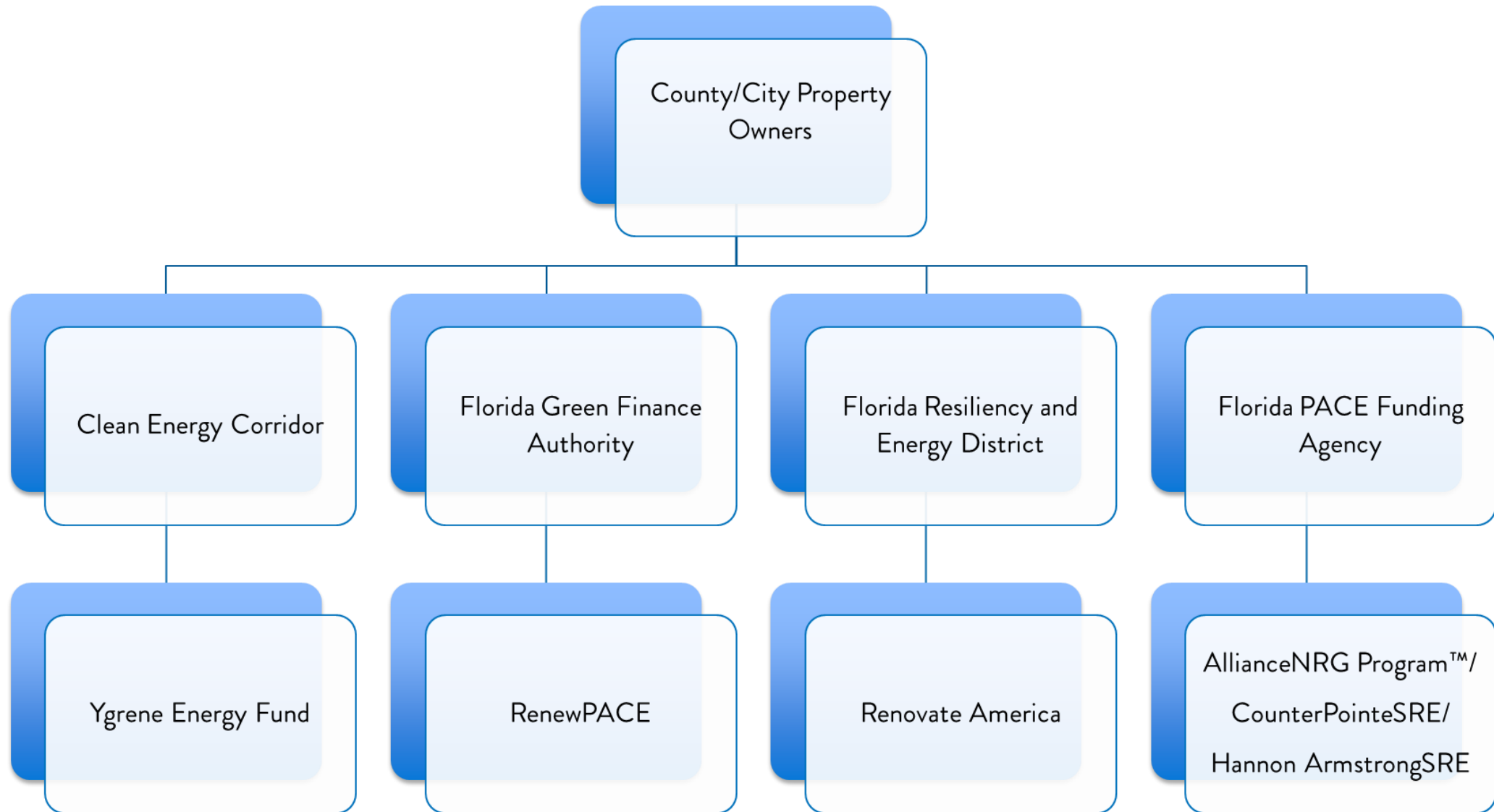
BENEFITS TO LOCAL GOVERNMENTS

Environmental benefits, and helps local governments achieve sustainability goals.

Structural hardening of properties to protect against wind damage.

Improves building stock and creates local jobs for contractors.

No cost or liability to the government and no public funds are used.



LAUNCH A PACE PROGRAM



- Multi-Provider Resolution to join PACE Programs
- Interlocal Agreements with the individual providers
- PACE administrators provide turnkey service; responsible for program administration, staffing, and marketing costs, and provide project funding
- No cost or liability to local government

FT LAUDERDALE PROPERTY OWNER

IMPACT RESISTANT WINDOWS & DOORS, HVAC, POOL
WATER HEATER, TANKLESS WATER HEATER

\$300 MONTHLY ENERGY SAVINGS
\$7,000 ANNUAL PROPERTY INSURANCE SAVINGS

- “We had all the hurricane windows and doors put in, a new tankless gas hot water heater, a new central air conditioning system and we had a new energy saving heater for our pool. I am now **saving \$7,000 per year on insurance plus around \$300 dollar a month in our electric bill**”
- – Joy Miller, Residential Property Owner





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: No

SUBJECT: (G31) Approval of Membership Agreements for the PACE Program
(Continued from August 7, 2018)

DEPARTMENT: City Manager

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve membership agreements subject to the City Attorney approval of the agreement documents with Florida Green Finance Authority, Florida PACE Funding Agency and Florida Resiliency and Energy District and provide authority to the City Manager to sign additional membership agreements with authorized 3rd party PACE administrators in the future.

SUMMARY: Staff is requesting Council approve agreements with the Florida Green Finance Authority, Florida PACE Funding Agency, Florida Resiliency and Energy District, and the Green Corridor PACE District. These agencies are the 3rd party administrators for the Property Assessed Clean Energy Program (PACE) Program. Staff is also requesting the Council provide authority to the City Manager to enter into other membership agreements in the event new agencies are approved in the future to become a 3rd party administrator of the PACE program within Florida. Staff recommends obtaining as many 3rd party administrators as possible as this will create competition for the PACE program within Port Orange.

Additional information on this item can be found in the previous agenda item. The benefits of approving these agreements and the related resolution may help to increase the resiliency of the community by providing another avenue for property owners to harden and/or make their buildings more energy efficient.

The attached agreements are under review by the legal staff. Legal staff will provide the final revised agreements limiting the city's liability.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	FRED Membership Agreement	FRED Membership Agreement.docx
2.	Membership Agreement Florida Green Finance Authority	Membership Agreement Florida Green Finance Authority.docx
3.	CITY OF Port Orange Membership Agreement--Green Corridor PACE district	CITY OF Port Orange Membership Agreement--Green Corridor PACE district.docx

4.	Florida Pace Funding Agency Subscription Agreement	Florida Pace Funding Agency Subscription Agreement.docx
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Robin Fenwick

Created/Initiated - 08/13/2018

**NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT
RELATING TO THE FUNDING AND FINANCING
OF QUALIFYING IMPROVEMENTS BY THE
FLORIDA PACE FUNDING AGENCY**

THIS NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT is made and entered into as of May __, 2018 (this "Subscription Agreement"), by and between the City of Port Orange, Florida (the "Subscriber"), and the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government, established pursuant to Section 163.01(7)(g), Florida Statutes, (the "Agency"), by and through their respective governing bodies. The purpose of the Subscription Agreement is to secure, in an efficient and uniform manner, for the Property Owners (as hereinafter defined) within the jurisdiction and boundaries of the Subscriber the privileges, benefits, powers and terms provided for herein and by law, and particularly by Section 163.08, Florida Statutes, as amended (the "Supplemental Act"), relating to the voluntary determination by affected property owners to obtain and finance certain improvements to property for energy efficiency, renewable energy or wind resistance.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Subscriber and the Agency hereby agree, stipulate and covenant as follows:

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

SECTION 1.01. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

"Board of Directors" means the governing body of the Agency.

"Agency Charter Agreement" or **"Charter"** means, unless the context otherwise requires, the separate interlocal agreement which created and established the Agency, including any amendments and supplements hereto executed and delivered in accordance with the terms thereof.

"Financing Agreement" means the agreement authorized hereunder and by the Act (specifically including section 163.08(4) thereof) between the Agency and a Property Owner providing for the funding to finance Qualifying Improvements and the imposition of a non-ad valorem Special Assessment against the Property Owner's assessed property.

"Financing Documents" shall mean the resolution or resolutions duly adopted by the Agency, as well as any indenture of trust, trust agreement, interlocal agreement or other instrument relating to the issuance or security of any bond or Obligations of the Agency and any

agreement between the Agency and the Subscriber, pursuant to which the Subscriber and Property Owners obtain access to funds provided by the Agency.

"Obligations" shall mean a series of bonds, obligations or other evidence of indebtedness, including, but not limited to, notes, commercial paper, certificates or any other obligations of the Agency issued hereunder or pursuant hereto, or under any general law provisions, and pursuant to the Financing Documents. The term shall also include any lawful obligation committed to by the Agency or pursuant to an interlocal agreement with another governmental body or agency and/or warrants issued for services rendered or administrative expenses.

"Program" means the program operated by the Agency to provide financing for Qualifying Improvements undertaken within the jurisdiction of the Subscriber. Unless determined otherwise by the Subscriber, the Agency's Program will be non-exclusive; and, the Subscriber may embrace or authorize any similar program under the Act as the Subscriber sees fit and in the interest of the public.

"Property Owner" means, collectively, all of the record owners of real property subject to a Financing Agreement.

"Qualifying Improvements" means those improvements for energy efficiency, renewable energy, or wind resistance described in the Supplemental Act authorized to be affixed and/or installed by the record owner of an affected property. The term does not include similar improvements underwritten or financed by local, state or federal programs including, but not limited to State Housing Initiatives Partnership or SHIP Program, which are not secured by a special or non-ad valorem assessment.

"Special Assessments" means the non-ad valorem assessments authorized by the Supplemental Act and levied by the Agency on property owned by participating property owner who has entered into a Financing Agreement with the Agency to fund the costs of Qualifying Improvements.

SECTION 1.02 CONSTRUCTION.

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Subscription Agreement; the term "heretofore" shall mean before the date this Subscription Agreement is executed; and the term "hereafter" shall mean after the date this Subscription Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other party to this Subscription Agreement. Both parties have independently reviewed this Subscription Agreement with their own counsel and covenant that the provisions hereof shall not be construed for or against either the Subscriber or the Agency by reason of authorship.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Subscription Agreement and any table of contents or

marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Subscription Agreement nor affect its meaning, construction or effect.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The State has declared it the public policy of the State to develop energy management programs aimed at promoting energy conservation and wind resistance or 'hardening' programs achieving hurricane and wind damage mitigation.

(B) The State Legislature has determined there is a compelling state interest in enabling property owners to voluntarily finance Qualifying Improvements with local government assistance. The actions authorized by the Supplemental Act, including the financing of Qualifying Improvements through the execution of Financing Agreements and the related imposition of a Special Assessment, are reasonable and are necessary for the prosperity and welfare of the State, the Subscriber and its property owners and inhabitants.

(C) The Agency has secured a binding final judgment, binding and only advantageous to the Agency, which has statewide effect. Such judgment carefully relieves the Subscriber from cost and liability associated with implementation of the Agency's Program.

(D) The Agency has provided evidence to the Subscriber that: (1) the Agency's Program has assembled, at the Agency's sole cost and expense, open public governance and oversight, staffing in the form of qualified third-party administration, active funding provider servicing oversight, dedicated Program counsel, and an independent institutional trustee, (2) that the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements, and (3) that the Agency presently has large scale funding in place and available under an executed bond purchase agreement and trust indenture.

(E) The availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the Subscriber) and the voluntary participation in the Program by Property Owners will provide an alternative financing option to finance and repay the costs to provide and install Qualifying Improvements.

(F) This Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

ARTICLE II SUBSCRIPTION

SECTION 2.01. AUTHORITY.

(A) The execution hereof has been duly authorized by the resolution of the governing bodies of each party hereto.

(B) The Agency by this Subscription Agreement is hereby authorized to act to provide its services, and conduct its affairs, within the boundaries of the Subscriber's jurisdiction.

(C) The execution of this Subscription Agreement evidences the express authority and concurrent transfer of all necessary powers to the Agency, and the covenant to reasonably cooperate by the Subscriber, so that the Agency may facilitate, administer, implement and provide Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting there from, as contemplated by the Supplemental Act as the same may be amended from time to time.

(D) By resolution of the governing bodies of each of the parties and as implemented pursuant by this Subscription Agreement, all power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the Subscriber.

(E) This Subscription Agreement may be amended only by written amendment hereto.

SECTION 2.02. CREATION OF STATE, COUNTY OR MUNICIPAL DEBTS PROHIBITED.

The Agency shall not be empowered or authorized in any manner to create a debt as against the State, county, or any municipality, and may not pledge the full faith and credit of the State, any county, or any municipality. All revenue bonds or debt obligations of the Agency shall contain on the face thereof a statement to the effect that the State, county or any municipality shall not be obligated to pay the same or the interest and that they are only payable from Agency revenues or the portion thereof for which they are issued and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law, the Charter Agreement, or this Subscription Agreement shall not directly or indirectly or contingently obligate the State, or any county or municipality to levy or to pledge any form of ad valorem taxation whatever therefore or to make any appropriation for their payment.

SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES.

(A) The Board of Directors may adopt from time to time by resolution such rates, fees or other charges for the provision of the services of the Agency to be paid by the record owner of any property, pursuant to a Financing Agreement described in the Supplemental Act.

(B) Such rates, fees and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of administering, managing, and providing for the services and administration of the activities of the Agency, to pay costs and expenses provided for by law or the Charter Agreement and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide for necessary administration and reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in the Charter Agreement or this Subscription Agreement, such rates, fees and charges shall always be sufficient to comply fully with any covenants contained in the Financing Documents.

(C) Such rates, fees and charges may vary from jurisdiction to jurisdiction, but shall be just and equitable and uniform at the time of imposition for the record owners in the same class of or within each subscribing local governmental jurisdiction electing to enter into any Financing Agreement described in the Supplemental Act and may be based upon or computed upon any factor (including, by way of example and not limitation, competitive or market conditions, distinguishing between residential and non-residential properties or uses, distinguishing between variable costs of administrative services over time) or combination of factors affecting the demand or cost of the services furnished or provided to administer the services and affairs of the Agency as may be determined by the Board of Directors from time to time.

(D) Notwithstanding anything in this Subscription Agreement to the contrary, the Agency may establish a general fund and/or performance assurance account into which moneys may be deposited from an annual surcharge upon the Special Assessments imposed, pledged to or collected by the Agency. Any moneys deposited to such general fund account from such a surcharge shall be considered legally available for any lawful purpose approved by the Board of Directors. Moneys in such general fund and/or performance assurance account may be used to pay for or reimburse initial costs and expenses advanced or associated with start-up costs, feasibility studies, economic analysis, financial advisory services, program development or implementation costs or enhancements, public education, energy audits, administration, quality control, vendor procurement, and any other purpose associated with the purpose or mission of the Agency approved by the Board of Directors.

SECTION 2.04. FINANCING AGREEMENTS.

(A) The Agency shall prepare and provide to each participating property owner the form of the Financing Agreement which complies with the Supplemental Act and is in accordance with the Financing Documents as designated by the Board of Directors from time to time.

(B) The Agency, not the Subscriber, shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Agency's authorized non-ad valorem assessments.

SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO FINANCING AGREEMENTS.

(A) Upon execution by the record owners and the Agency, the Financing Agreement or a summary or memorandum thereof shall be recorded by the Agency within five (5) days of execution as required by Section 163.08(8), Florida Statutes. The recorded Financing Agreement, or summary or memorandum thereof, provides constructive notice that the non-ad valorem assessment to be levied on the subject property constitutes a lien of equal dignity to ad valorem taxes and assessments from the date of recordation.

(B) In a reasonably cooperative and uniform manner the Agency is authorized to and shall provide a digital copy to the property appraiser or tax collector of the recorded Financing Agreement or summary thereof, the most recent property identification number and annual amount of the non-ad valorem assessment along with such other efficient and reasonable information necessary for the tax collector to collect such amounts on behalf of the Agency pursuant to Sections 197.3632 and 163.08, Florida Statutes, as a non-ad valorem assessment.

SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS.

(A) The Agency shall be solely responsible for professionally coordinating all interface with the tax collector or property appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of the Supplemental Act subscribed to by the Subscriber. Subscriber hereby respectfully requests and encourages the tax collector or property appraiser to only impose, charge, or deduct the minimum amount allowed by general law for the collection or handling of the Special Assessments which are the subject of this Subscription Agreement.

(B) To advance Program acceptance and to minimize Program participation costs, and because each Property Owner is voluntarily undertaking to achieve and underwrite the unique and compelling State interests described in the Supplemental Act, the Subscriber urges either the waiver of such fees by the tax collector and property appraiser or a flat five dollar (\$5) fee per year per tax parcel for such purposes which shall be paid by the Agency via deduction, by the institutional trustee required by the Financing Documents, or as otherwise reasonably agreed to by the Agency and these parties.

SECTION 2.07. PLEDGE OF PROCEEDS FROM NON AD VALOREM ASSESSMENTS.

(A) The Agency will take such actions as are necessary for the lawful levy of the Special Assessments against all lands and properties specially benefitted by the acquisition, construction and financing of Qualifying Improvements. If any assessment made with respect to any property shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Agency or Subscriber shall be satisfied that any such assessment is so irregular or defective

that the same cannot be enforced or collected, the Agency is authorized to take all necessary steps to cause a new assessment to be made for the whole or any part of any Qualifying Improvements or against any property specially benefitted by such improvement, to the extent and in the manner provided by law.

(B) Pursuant to the Financing Documents and this Subscription Agreement, the Agency shall irrevocably pledge and, to the fullest extent permitted by law, pledge and assign any and all revenues derived from Special Assessments to the repayment of any debt obligation issued by the Agency pursuant to the Financing Documents.

(C) The Subscriber shall not incur or ever be requested to authorize any obligations secured by Special Assessments associated with Qualifying Improvements imposed by the Agency.

(D) Each series of Financing Documents shall be secured forthwith equally and ratably by a pledge of and lien upon the Special Assessments. The obligations of the Agency under and pursuant to the Financing Documents shall not be or constitute general obligations or an indebtedness of the Subscriber as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Special Assessments as provided herein. Neither the Agency nor any holder of any debt obligation issued by the Agency pursuant to the Financing Documents shall ever have the right to compel the exercise of the ad valorem taxing power of the Subscriber or taxation in any form of property therein to pay any amount due under any Financing Documents or any Special Assessment. The Financing Documents shall not constitute a lien upon any property of or in the Subscriber except as to the respective Special Assessments in the manner provided herein and by law.

SECTION 2.08. CARBON OR SIMILAR CREDITS. The form of Financing Agreement in each instance shall provide for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to the Agency, with such revenues therefrom, if any ever materialize, to be used by the Agency to underwrite generally its operation, mission and purpose. By execution hereof any such interest in mitigation credits shall be assigned by the Subscriber to the Agency without any future action by the parties. Provided, however, the Subscriber shall upon request from time to time execute and deliver all such documents as may be reasonably required to further evidence the assignment and transfer of such interests to the Agency. Such credits expressly exclude investment tax credits available under the Internal Revenue Code or monetary rebates available to the Property Owner.

ARTICLE III GENERAL PROVISIONS

SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS. This Subscription Agreement constitutes a joint exercise of power, privilege or authority by and between the Subscriber and the Agency and shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Subscription

Agreement shall be filed by the Agency with the Clerk of the Circuit Court of the county in which the Subscriber is located.

SECTION 3.02. DISCLOSURE.

(A) The Agency has provided a copy of (1) the Supplemental Act, (2) the Agency's Charter Agreement, (3) the Final Judgment in *Fla. PACE Funding Agency v. State*, No. 2011-CA-1824 (Fla. 2d Cir. Ct. 2011), and (4) other relevant disclosure information and background materials to the Subscriber prior to execution hereof. Subscriber, through its own staff and advisors, has independently reviewed and considered the foregoing and other relevant information of its choosing.

(B) The objective of the Agency's mission is to offer a uniform, standardized and scalable approach that provides efficiencies and economies of scale intended to attract voluntary financing of Qualifying Improvements and stimulate a substantial and meaningful flow of private sector economic activity and new job creation. In doing so, each subscribing local government by entering into a subscription agreement of this nature authorizes the availability of the Agency's uniform program to property owners in the subscribing jurisdiction. Accordingly, the Agency has engaged, and may engage in the future, various advisors, consultants, attorneys or other professionals or firms with recognized expertise necessary to accomplish the Agency's mission.

(C) Each of the various advisors, consultants, attorneys or other professionals engaged by the Agency has been, and shall in the future be, disclosed to the Subscriber. The Subscriber and Agency recognize, consider and acknowledge the fact or possibility that one or more of the various professionals or firms may serve as the advisor to the Agency in its mission, and to the Subscriber or another client in providing other similar professional services, outside of the provision, funding and financing of Qualifying Improvements. Such circumstance is acceptable and will not be construed as a conflict, be objected to unreasonably, nor be used as the basis for its disqualification of such professionals or firms from any continued or future representation of either party hereto which can otherwise be resolved by a reasonable waiver.

SECTION 3.03. TERM OF AGREEMENT; DURATION OF AGREEMENT; EXCLUSIVITY.

(A) This Subscription Agreement shall commence as of the date first above written, and shall remain in effect until terminated as herein provided. Either party (the "non-breaching party") may terminate this Subscription Agreement by providing the other party (the "breaching party") 10 days prior written notice ("Termination Notice") in the event the breaching party breaches this Subscription Agreement and such breach is not cured to the reasonable satisfaction of the non-breaching party within a reasonable period of time following notice of such breach. Beginning on the date the Agency receives from, or gives to, the Subscriber a Termination Notice ("Termination Date"), the Agency shall not approve any new applications affecting property within the legal boundaries of the Subscriber. Provided, however either party may unilaterally terminate this Agreement prior to any Financing Agreements being executed or, if earlier, the

issuance of any Obligations of the Agency secured by pledged revenues derived from within the jurisdiction or boundaries of the Subscriber.

(B) In the event of any termination hereunder, and so long as the Agency has Obligations outstanding which are secured by pledged revenues derived from Financing Agreements relating to any properties within the jurisdiction or boundaries of the Subscriber, or the Agency has projects for Qualified Improvements underway therein, the applicable provisions, authority and responsibility under this Agreement reasonably necessary to carry out the remaining aspects of the Program and responsibilities of Agency then underway, shall remain in effect and survive such termination until such time as those obligations and all associated remaining Program responsibilities are fulfilled (including, but not limited to the collection of assessments in due course).

SECTION 3.04. AMENDMENTS AND WAIVERS.

(A) Except as otherwise provided herein, no amendment, supplement, modification or waiver of this Subscription Agreement shall be binding unless executed in writing by the Subscriber and Agency.

(B) To the extent the Agency has no outstanding bonds, Obligations or other evidence of indebtedness, this Subscription Agreement may be amended or modified or provisions hereto waived upon the written consent of all parties hereto.

(C) To the extent the Agency has outstanding bonds, Obligations or other evidence of indebtedness arising from Financing Agreements relating to properties within the jurisdiction or boundaries of the Subscriber, this Subscription Agreement may not be amended or modified in any way that is materially adverse to holders of such bonds, Obligations or other evidence of indebtedness without the consent in writing of the holders of at least two-thirds (2/3) or more in principal amount of such bonds, Obligations or other evidence of indebtedness (exclusive of any warrants issued by the Agency) then outstanding, or any insurer duly authorized to provide such consent on behalf of such holders.

SECTION 3.05. NOTICES.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered (or confirmed electronic facsimile transmission) or mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier (with delivery instructions for "next business day" service) to the parties at the following addresses:

Subscriber:

With a copy to:

Agency: Executive Director
Florida PACE Funding Agency
c/o City of Kissimmee
101 North Church Street, Fifth Floor
Kissimmee, Florida 34741

With a copy to: Program Counsel for the Florida PACE Funding Agency
P.O. Box 14043
Tallahassee, Florida 32317-4043

(B) Any of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three days after the date mailed.

SECTION 3.06. QUALITY CONTROL AND COMMUNICATION. For quality control purposes the Agency and Subscriber desire, and the Agency covenants to develop, implement and employ policies, systems and procedures which are within industry standards; with such standards being reasonably expected to change and evolve over time. An ongoing positive and informal line of communication between staff and agents for the parties is encouraged. At any time, notwithstanding lack of default or lack of material breach hereunder, the Subscriber is encouraged to objectively and specifically communicate to the Agency in writing as provided for herein any concerns, suggestions or disapproval with performance, policies, systems or procedures being employed by the Agency. The Agency through its administrator, Executive Director, or a duly authorized designee, will promptly respond in writing to all such communications (reasonably within fifteen (15) days of receipt of any such written communication, but sooner if necessary) and follow-up accordingly; and, also promptly communicate any such response, follow-up, and all related communication to the Board of Directors for review.

SECTION 3.07. IMMUNITY; LIMITED LIABILITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Subscription Agreement.

(B) The Subscriber and Agency are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the incorporators or members of the Agency shall not be held jointly liable for the torts of the officers or employees of the Agency, or any other tort attributable to the Agency, and that the Agency alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Subscriber and Agency acknowledge and agree that the Agency shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Subscription Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(C) Neither the Subscriber, nor the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency, except to the extent otherwise mutually and expressly agreed upon, and neither the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency have any authority or power to otherwise obligate either the Subscriber, the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency in any manner.

SECTION 3.08. BINDING EFFECT. This Subscription Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

SECTION 3.09. SEVERABILITY In the event any provision of this Subscription Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 3.10. EXECUTION IN COUNTERPARTS. This Subscription Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3.11. APPLICABLE LAW. The exclusive venue of any legal or equitable action that arises out of or relates to this Subscription Agreement shall be the

appropriate state court in Leon County. In any such action, Florida law shall apply and the parties waive any right to jury trial.

SECTION 3.12. ENTIRE AGREEMENT. This Subscription Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Subscription Agreement to be duly executed and entered into as of the date first above written.

(SEAL)

THE CITY OF PORT ORANGE

By: _____
_____, Mayor
[Chairman of the City Council]

Attest:

Approved as to form:

_____, City Clerk

_____, City Attorney

IN WITNESS WHEREOF, the undersigned have caused this Subscription Agreement to be duly executed and entered into as of the date first above written.

THE FLORIDA PACE FUNDING AGENCY

(SEAL)

By: _____
Michael H. Steigerwald, Executive Director

ATTEST:

Donald T. Smallwood, Assistant Secretary



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: Yes

SUBJECT: (G32) Ratification of two (2) Emergency Purchase orders for the repair of the south generator (\$51,449.02) located at the Water Reclamation Facility and the rental of a standby generator (\$18,213.00)

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the ratification of two (2) requisitions to Stewart & Stevenson - Florida Detroit Diesel-Allison for the emergency repair of the Water Reclamation Facility south generator and the rental of a standby generator for an amount not to exceed \$69,662.02; and to authorize the City Manager and City Clerk to execute any required documents.

SUMMARY: The Public Works & Utilities Department is requesting Council to approve the ratification of two emergency purchase orders to Stewart-Stevenson - Florida Detroit Diesel-Allison for the rental of a 1000 kw generator to be on standby while repairs are being made to the South Generator.

The estimated cost of the rental will be \$18,213.00. This covers delivery, setup and use of the 1000 kw generator.

The estimated cost of the actual repairs to the South generator is \$42,874.18. The Department is also requesting \$8,574.84 to cover unforeseen conditions.

Project No.: SSP002 Funding Account No.: 403 0400 535 6397

ATTACHMENTS:

1.	Department Justification Memo	Department Justification Memo.pdf
2.	CITY OF PORT ORANGE OAK ST SOUTH UNIT RADIATOR REPLACEMENT	CITY OF PORT ORANGE OAK ST SOUTH UNIT RADIATOR REPLACEMENT.pdf
3.	Generator Quote CityofPortOrange 1000kw	Generator Quote CityofPortOrange 1000kw.pdf
4.	Emergency Policy & Ordinance	Emergency Policy & Ordinance.pdf
5.	PO NO. 073940_FLORIDA DETROIT DIESEL-ALLISON	PO NO. 073940_FLORIDA DETROIT DIESEL-ALLISON.pdf

6.	PO NO. 073945_FLORIDA DETROIT DIESEL-ALLISON	PO NO. 073945_FLORIDA DETROIT DIESEL-ALLISON.pdf
7.	WRF Manager Letter	WRF Manager Letter.pdf

Julia Wiggins	Created/Initiated - 08/17/2018
Julia Wiggins	Approved - 08/17/2018
Rick Wilson	Approved - 08/17/2018
Lynn Stevens	Approved - 08/23/2018
James Tillman	Approved - 08/27/2018
Tracey Riehm	Approved - 08/31/2018
Margaret Roberts	Approved - 09/10/2018
Jake Johansson	Approved - 09/10/2018
Robin Fenwick	Final Approval - 09/10/2018



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
Julia Wiggins, Business Manager

FROM: Steve Parnell, Reclaimed Water Production Manager

DATE: August 21, 2018

SUBJECT: Stewart & Stevenson / FDDA – Ratification of Emergency Repair

REQUEST:

The Public Works & Utilities Department is requesting City Council to ratify two emergency purchase orders to Stewart & Stevenson / Florida Detroit-Diesel Allison to repair the Water Reclamation Facility south auxiliary generator and the rental of a standby generator while repairs are being made. Ratification request amount is not to exceed \$69,662.02.

PURPOSE:

The purchase of this request is to repair the standby generator at the Water Reclamation Facility as required under the Florida Department of Environmental Protection operating permit.

CONSIDERATION:

On August 16, 2018, the Public Works & Utilities Director was notified of an auxiliary generator problem at the Water Reclamation Facility.

A service call was placed to Stewart & Stevenson / Florida Detroit Diesel – Allison (FDDA) to perform a site visit and diagnose the problem. The technician found the radiator is severely corroded and leaking and needs to be replaced. The estimate includes crane rental to remove the enclosure and to install the new radiator. Once the repair is completed, the technicians will verify that the generator is fully functional. Additional charges may be incurred for items unseen or unknown, the cost of this estimate is \$42,874.18. Staff has requested a 20% (\$8,574.84) unforeseen condition allowance be added to the purchase order to cover any additional cost. On August 22, 2018, two purchase orders were issued; one for the repair \$51,449.02 and a second for the rental unit of \$18,213.00 for a total amount of \$69,662.02.

Due to the current weather conditions and peak hurricane season, staff requested and received the emergency purchase orders to begin the repair process. The Public Works & Utilities Director, City Manager, Finance / Purchasing staff were notified of this emergency request per

the instructions under the City's Purchasing Ordinance, Section 2-271, emergency purchases over \$25,000 require ratification by Council at the first available meeting.

FUNDING:

Sewer Treatment Plant Replacement

Project #SSp002

403 0400 535 6497

Current Budget: \$1,151,230 (as of 7/2018)

Actual: \$69,662.02

RECOMMENDATION:

The Public Works & Utilities Department is recommending City Council ratify two emergency purchase orders to Stewart & Stevenson / Florida Detroit-Diesel Allison to repair the Water Reclamation Facility south auxiliary generator and the rental of a standby generator while repairs are being made. Ratification request amount is not to exceed \$69,662.02.

ANTICIPATED SCHEDULE:

- a.) Placed on CivicClerk – 8/17/2018
- b.) Council Ratification – 9/19/18

ATTACHMENTS:

- a.) Repair Estimate
- b.) Rental Estimate
- c.) PO #073945 – Repairs
- d.) PO #073940 – Rental
- e.) Memo from WRF Manager
- f.) Emergency Police & Ordinance



FLORIDA DETROIT DIESEL-ALLISON

Your Total Power Solution™



SERVICE REPAIR ESTIMATE PROPOSAL

Account#: 3400694

Site Name: City of Port Orange - South Unit

Address: 817 Oak Street

City: Port Orange

State: FL Zip: 32127

Contact: Steve Parnell Cell#: 386-299-5731

Phone#: 386-506-5786 Fax#:

Email: sparnell@port-orange.org

Proposal Date: 08/16/18

Company:

Address:

City:

State: Zip:

Manufacturer: KOHLER

Model#: 900DS4

Serial#: 701699

Ref. Work Order#: TBD

Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel Allison is pleased to present this service repair estimate proposal for the work described below:

DESCRIPTION OF SERVICE WORK	Parts	Labor
This estimate is to replace the radiator on the above listed generator. It will require a crane to remove the enclosure and install the new radiator. Once the repair is complete the technicians will verify there are no leaks and the generator functions as it should. Additional charges may be incurred for items unseen or unknown.		
The labor includes the cost of the crane needed to complete the job.		\$16,665.80
	\$26,208.38	
<i>*In order to ensure compliance with the requirements of EPA Regulations, 40 CFR 1068.240, Buyer agrees to return possession of and title to a suitable core to Florida Detroit Diesel-Allison.*</i>		

This estimate is made subject to buyers' acceptance within (10) business days from this date. All prices are subject to change without notice, and those in effect on the date of shipment shall prevail. Customer will be contacted should the estimate exceed 15%. All quotes are based on work being performed on the ground level or within accessible distance from the service vehicle, and during normal weekday business hours unless stated otherwise in quote. Estimate does not include non-reusable castings or unacceptable cores. Notification will be given of any additional repairs needed and will only be performed upon approval by customer.

☐ Deposit Required

Tax Exempt: YES

FL State Sales Tax: 6%

County Delivered: Volusia

Surtax: 0.50%

Expires: September 16, 2018

County Tax

Labor	\$16,665.80
Parts	\$26,208.38
Misc. 9.5%	
Mileage	
Freight	
Subtotal	\$42,874.18
Sales Tax	
GRAND TOTAL	\$42,874.18

I hereby authorize the above repair work to be done along with necessary materials. Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel Allison and its employee may operate the above equipment for the purpose of testing, inspection or delivery at my risk. An expressed mechanics lien is acknowledged on equipment to secure the cost of all repairs thereto. Stewart & Stevenson FDDA LLC d/b/a Florida Detroit Diesel Allison is not responsible for loss or damage to equipment in case of fire, theft, accident, or any other cause beyond our control. Replaced parts will be held for a period of ten (10) business days after completion of services. The cost of labor and parts in determining any estimate shall be borne by the customer.

Accepted by:

Customer Signature: _____

Print Customer Name: _____

Title: _____

Date: _____

P.O. No.: _____

FLORIDA DETROIT DIESEL-ALLISON, INC.

Proposed By: _____

Email: s.morris@ssss.com

Phone#: 407-888-1121

Fax#: _____

PLEASE FAX OR EMAIL SIGNED PROPOSAL TO COMMENCE WORK



RENTAL QUOTATION

Customer Name: City of Port Orange/3400694

Date: 8/9/18

Address:

City, State, Zip:

Atte: Steve Parnell

Phone: 386-506-5500

Fax:

Cell:

E-Mail: sparnell@port-orange.org

Customer Signature: _____

PO#: _____

Thank you for the opportunity to provide Stewart & Stevenson rental equipment for your upcoming project. We appreciate your confidence in us to provide the best equipment and service available. Our proposal is as follows:

Equipment and Run Rates:

	<u>Monthly</u>
1000 kW Generator	\$13,633

Above run pricing allows for STAND-BY APPLICATION.

	<u>Daily</u>	<u>Weekly</u>	<u>Monthly</u>
1000kW Generator	\$2254	\$6071	\$18,213

Above run pricing allows for single shift operation. 8hrs/day, 40hrs/wk, and 176hrs/mnth

Cable:

	<u>Monthly</u>
26 X 50' 4/0 cable	\$700

Freight:

Port Orange, FL (Roundtrip).....\$800

Fuel:

If fuel is needed only upon return, the per gallon charge will be \$ 7.00.

Stewart & Stevenson can arrange on site fueling at cost plus 25% at your request. The units will be shipped full of fuel.

Technician Rates: (if needed for set-up, start-up, teardown, or customer related problems)

\$ 147.00/hour Regular Time

\$ 220.50/hour Overtime

\$ 294.00/hour Holiday

\$ 3.00/mile Mileage

\$ 441.00 After-Hours Callout (Mornings)

\$ 882.00 After-Hours Callout (Evenings)

Customer Responsibilities:

Insurance to cover replacement cost of equipment is as stated on contract.

Check and maintain oil and water levels on a daily basis.

To pay any applicable taxes, unless exemption form is supplied

Any required permits

Contacting S&S and confirming off rental

Keeping a record of hours and scheduling service

A 3% Environmental fee will be applicable on all rentals and servicing

A 14% Damage Waiver fee will be applied to all rental equipment invoicing unless a CERTIFICATE OF INSURANCE is provided prior to delivery. (If applicable)

Payment Terms:

Net 30 days, 28 day billing cycle

Terms and Conditions:

Any rental that results from this quotation would be subject to our normal conditions of agreement.

The above detailed pricing, equipment selection, and equipment configurations are subject to prior commitment and valid for 30 days. I trust the above information meets your requirements and look forward to working with you on this project. If you should have any questions, please do not hesitate to call at any time.

Sincerely,

Kevin Galo

Power Rental Division

Stewart & Stevenson Power Products, LLC

Office: 407-888-1716

Cell: 407-868-2497

E-Mail: k.galo@ssss.com

RENTAL AGREEMENT Terms and Conditions

1. Condition of Equipment. The receipt and acceptance by Lessee of the items of machinery, equipment and other personal property being leased as further described herein ("Equipment") shall constitute acknowledgement by Lessee that such Equipment has been accepted and found in good, safe and serviceable condition, and fit for use, unless Lessee makes a claim to the contrary to Lessor by certified mail, return receipt requested, addressed to Lessor's office within three (3) days after receipt of such Equipment. The claim shall set forth in detail the complete nature and condition of the Equipment received. In the event of such claim, Lessor shall have the right to put the Equipment in good, safe and serviceable condition and fit for use within a reasonable time, or to cancel this agreement.
 2. Maintenance and Repair. Lessor will provide maintenance and repairs as required by normal use of the Equipment except such routine maintenance as is set out under "Operating Responsibilities" below. Repairs or other service made necessary by damage to the Equipment or Lessee's misuse or extraordinary use or inadequate routine maintenance of the Equipment will be performed by Lessor at Lessee's expense. Lessor may perform maintenance and repairs of the Equipment at any time.
 3. Fuels, Lubrication, Tires. Lessee will provide for all fuel and make up oil used during the term of this agreement and will MAINTAIN PROPER OIL LEVEL AT ALL TIMES. Tires shall be the sole responsibility of Lessee, and Lessee agrees to return the Equipment with tires equal to those received less normal wear and tear.
 4. Damage to Equipment. Lessee shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon any Equipment. Lessee shall not allow the Equipment to be subject to any careless, needless, or rough use. All risk of loss or damage to the Equipment shall be borne by Lessee. Notwithstanding damage to any item of Equipment, rental for such Equipment shall continue to be paid by Lessee. Lessee shall have the responsibility for the repair of any damage to the Equipment and Lessee shall repair, or cause to be repaired, each such damaged item of Equipment promptly after damage. In the event any item of Equipment is destroyed, stolen or damaged to such an extent that Lessee finds it impossible to continue its use, Lessee shall immediately pay the remaining unpaid rental payment as to such Equipment and all of Lessee's right, title and interest in such Equipment, together with any and all insurance rights Lessee may have with respect to such Equipment, shall be assigned to the Lessor, and Lessee shall be responsible for, and shall indemnify Lessor against, any and all loss or damage to the Equipment. If at any time Lessor shall feel its rights to the Equipment are endangered or that the Equipment is being used beyond its capacity or in any manner improperly cared for, Lessor may, without notice, remove the Equipment and cancel this agreement.
 5. Assignment and Sublease. Neither this agreement nor Lessee's rights hereunder shall be assignable by Lessee without Lessor's prior written consent. Lessor may, without the necessity of prior consent by Lessee, assign its rights and obligations under this agreement, or may assign only its rights to receive lease payments under this agreement, and Lessee, upon the receipt of written notice of any such assignment, shall abide thereby. In the event Lessor assigns only its right to receive lease payments hereunder, Lessee agrees that it will, upon receipt of notice thereof, make all lease payments to Lessor's assignee in accordance with such notice. Lessee will make no attempt to set-off against such payments any claims arising either under this agreement or apart therefrom that Lessee may have against Lessor, and Lessee's obligations to pay lease payments to Lessor's assignee shall exist and continue notwithstanding any total or partial invalidity of this agreement, any right of revision Lessee may have, or any other reason.
 6. Liability Insurance. Lessee will furnish, at its own expense, Bodily Injury Liability and Property Damage Liability Insurance coverage to insure both Lessee and Lessor (for the purpose of this agreement Lessor shall include Stewart & Stevenson) including their agents and assigns in the amount of at least \$300,000 per person and \$500,000 per occurrence for bodily injury or death and \$300,000 for property damage (other than leased price of Equipment). Lessee shall provide a Certificate of Insurance to Lessor evidencing said insurance coverage, waiving any right to subrogation against Lessor and naming Lessor as "Additional Insured" to said insurance policy. The Certificate of Insurance shall also provide for a 30 day notice of cancellation to Lessor. Said insurance shall be on a primary and not on an excess basis. LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS WILL NOT BE PROVIDED BY LESSOR UNDER ANY CIRCUMSTANCES.
 7. Casualty Insurance. Lessee expressly agrees to insure, at its own expense, the Equipment for the Agreed Value at the time of lease for damage as a result of fire, theft, collision or any other causes and to name Lessor as the Loss Payee under such insurance coverage. Notwithstanding any of the above, Lessee expressly agrees to be responsible for any and all damage to the Equipment for any reason, including, without limitation, any damage as a result of negligence or neglect on its part whether willful or not, and for loss of rental revenue while the Equipment is undergoing repairs for any damage. If the Lessee fails to provide insurance as specified above or provides inadequate insurance, then Lessor may (but shall have no obligation to) provide the appropriate insurance and charge Lessee for said service. Lessee agrees to pay all fees and costs associated with the provision of said insurance as additional lease rental.
 8. Indemnity to Lessor. Lessee shall indemnify, protect, and save and keep harmless Lessor, its agents, servants, successors and assigns, from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of the use, maintenance, condition of operation of any item of Equipment, regardless of where, how and by whom operated, and regardless of whether arising from the joint or concurrent negligence of Lessor. At Lessor's request, Lessee shall assume the settlement and defense of any suit(s) or other legal proceedings brought to enforce all losses, damages, injuries, claims, demands and expenses, and shall pay all judgements entered in any such suit(s) or other legal proceedings. Lessee shall notify Lessor in writing within five (5) days of institution of suit or the occurrence of any event which might be basis of an adverse claim regarding the Equipment.
- THE INDEMNITIES AND ASSUMPTIONS OF LIABILITIES AND OBLIGATIONS HEREIN PROVIDED SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING TERMINATION OF THIS AGREEMENT, WHETHER BY EXPIRATION OF TIME, BY OPERATION OF LAW OR OTHERWISE.
9. Operator's Qualifications. The equipment will be operated only by trained, qualified personnel and Lessee will not make any repairs, adjustments or alterations without Lessor's express written consent. Failure to abide by these terms will make Lessee fully responsible for any damage or loss from whatever nature.
 10. Authority. It is expressly understood that the parties signing this agreement have done so with full and proper authority for the corporation or entity they purport to represent.
 11. Continuation of Rental. Except as otherwise set forth herein, rental of the Equipment shall continue subject to the terms of this agreement until the Equipment is returned to facility of Lessor.
 12. Approval. This Agreement shall not be binding upon Lessor until approval of an authorized officer or manager of Lessor, such approval to be evidenced by appropriate execution of this agreement in the space provided therefor.
 13. WARRANTY, DISCLAIMER, LIMITATIONS. LESSEE ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY PROVIDED HEREIN, LESSOR HAS MADE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT. LESSOR AGREES,

THAT IN THE EVENT OF ANY DEFECT IN MATERIAL OR WORKMANSHIP, LESSOR, UPON BEING NOTIFIED OF SUCH FAILURE AND THE RETURN OF THE EQUIPMENT TO LESSOR'S PLACE OF BUSINESS, WILL PROMPTLY REPAIR THE EQUIPMENT TO THE EXTENT THAT SUCH REPAIRS ARE COVERED BY MANUFACTURER'S WARRANTY SO THAT LESSOR OBTAINS COMPENSATION FOR PERFORMING SUCH REPAIRS FROM THE MANUFACTURER. THE LESSOR MAY, AT ITS OPTION, REPLACE THE UNIT WITH COMPARABLE EQUIPMENT OR CANCEL THIS AGREEMENT IN ITS ENTIRETY. IF LESSOR, IN ACCORDANCE HERewith CANCELS THIS AGREEMENT, ANY UNEARNED RENTAL PREVIOUSLY PAID SHALL BE REFUNDED TO LESSEE. LESSEE SHALL BE RESPONSIBLE FOR ANY COST INCURRED IN RETURNING THE EQUIPMENT TO ITS JOB SITE. NEITHER LESSOR, ITS ASSIGNS, THE WHOLESALE, NOR THE MANUFACTURER MAKE ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT TO THE EQUIPMENT AND EXPRESSLY DISCLAIMS ANY WARRANTY AS TO ITS CONDITION, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR PERFORMANCE. THE FOREGOING SHALL BE LESSEES SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO A DEFECT IN THE EQUIPMENT AND NEITHER LESSOR, THE WHOLESALE NOR THE MANUFACTURER SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOSS OF PROFITS) WHICH MAY RESULT FROM THE FAILURE OF THE EQUIPMENT. FURTHER, LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DELAY OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN OR INEFFICIENCY OF THE EQUIPMENT.

14. Addition of Accessories. Lessee will not, without prior written consent of Lessor, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices fixed to the Equipment shall automatically become the property of Lessor unless such part or device can be removed without in any way affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be repaired at Lessee's expense.
15. Compliance with Regulations. Lessee agrees to comply with and conform to all applicable municipal, county, state and federal laws relating to the operation of the Equipment, including, without limitation, all laws relating to hazardous waste and toxic substances.
17. Location of Equipment. Lessee shall keep the Equipment located at the point of delivery stated herein unless Lessee receives written permission from Lessor to move the Equipment to another specified location. In no event shall the Equipment be located outside of the State of Texas without prior written permission of Lessor.
18. Rental Period, Late Return, Excess Usage. For purposes of this agreement, calculation of the rental period shall commence on the date the Equipment leaves Lessor's storage yard and shall terminate when such item of Equipment is returned to Lessor's yard, subject to Lessee's obligation to pay the minimum guaranteed rental set forth herein. Equipment returned beyond the rental period or subject to excessive hourly usage will be subject to an additional charge in accordance with Lessor's rental return policy.
19. Prohibited Use of the Equipment. Lessee will not operate the Equipment in connection with any use, storage, handling, shipment, disposal or other use of hazardous or toxic substances, waste or other prohibited or dangerous contaminants, without the prior approval of Lessor, and Lessee will promptly notify Lessor if any such Equipment is or becomes subject to contamination from any hazardous or toxic substances.
20. Default. If Lessee shall fail to make any rental payment when due, shall attempt to sell or encumber the Equipment, shall cease operating, shall institute or have instituted against it proceedings under any bankruptcy or insolvency law, shall make an assignment for the benefit of creditors, or shall fail to comply with any provision of this agreement, or if any attachment, execution, writ or process is levied against the Equipment or any of Lessee's property, or if for any reason Lessor deems itself insecure or the Equipment unsafe, Lessor may, at its option, declare this agreement in default and all of Lessee's rights in the Equipment hereunder shall cease. Upon such default, Lessee agrees to deliver the Equipment to Lessor on demand and Lessor may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Lessee. In the event of any such action Lessee agrees to pay all minimum guaranteed rentals and all other rentals due, cost of repair for any damages to the Equipment, costs of removal of the Equipment from possession of Lessee, and all freight storage, transportation and other charges incurred in such removal and return to Lessor at its place of business. In the event that legal action is necessary to enforce any of Lessor's rights hereunder, Lessee agrees to be responsible for the costs thereof, including reasonable attorney's fees. Lessor may hold, use, sell, lease or otherwise dispose of the Equipment or keep any item of Equipment idle if Lessor so chooses, without affecting the obligations of Lessee hereunder. With respect to Equipment that is subject of a default by Lessee, Lessor shall be entitled to all sums due and unpaid, plus all sums to become due as rental to the end of the respective rental period of each item of Equipment as if this lease had not been declared in default and all of the damages sustained by Lessor by virtue of such breach. Any repossession or resale of any item of Equipment shall not bar any action for deficiency as provided above, and the bringing of an action or the entry of a judgment against Lessee shall not bar Lessor's right to repossess any and all of the Equipment.
21. Past Due Rentals. All past due rentals and other amounts due hereunder shall bear interest at the rate of eighteen (18%) percent per annum or the maximum no usurious rate allowed by law, whichever is less.
22. Place of Payment. All payments hereunder shall be payable at Lessor's main office, P.O. Box 200441, Houston, Harris County, Texas 77216, and if payments should be made to any other branch office of Lessor, such payments shall not be considered as having been received by Lessor until they are deposited with Lessor at the above referenced P.O. Box.
23. Title to Equipment. Lessor and Lessee expressly agree that all the property subject to this agreement is personal property and is in the nature of equipment as defined in the Uniform Commercial Code of the State of Texas and that the same shall never be attached or affixed to real estate so as to be or become a fixture, Lessor and Lessee further expressly agree that this agreement is a contract of lease only, and that Lessee shall not acquire any title to any equipment subject hereto Lessee shall keep the Equipment free from any liens and claims, and shall not do or permit any act or thing whereby Lessor's title or rights in and to any of the Equipment may be encumbered or impaired. Lessee agrees to execute financing statements acknowledging this agreement and the Equipment subject thereto.
24. Taxes. Lessee shall pay all applicable taxes.
25. Minimum Guaranteed Rental. This agreement is irrevocable by Lessee for the full term hereof. Lessee acknowledges that the guaranteed minimum rental set forth herein is based upon the specialized nature of the Equipment and/or the specific terms of the lease of the Equipment, or such other factors which Lessor and Lessee acknowledge have been considered in the guaranteed minimum rental.
26. General. (a) Time is of the essence of this agreement. (b) Lessor's failure at any time to require strict performance by Lessee of any of the provisions of this agreement shall not waive or diminish Lessor's rights thereafter to demand strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. (c) Any alteration or modification of this agreement shall be in writing and signed by the parties hereto. Lessee acknowledges receipt of a signed copy hereof. (d) This agreement contains the entire understanding of the parties, and such understanding may not be modified or terminated except in writing signed by the parties. (e) This agreement shall be governed by the laws of the State of Texas. (f) All remedies either under this agreement or by law afforded to Lessor shall be cumulative and alternative. (g) Any provisions in this agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the rest of this agreement.
27. Damage Waiver (NOT INSURANCE). Lessee accepts the Damage Waiver unless expressly rejected in writing. If Lessee accepts and pays for Damage Waiver as per stated terms, then Lessor agrees to waive such risk of loss as described below in an amount not to exceed 50% of the replacement cost of the equipment. In no case is the first 50% of the replacement cost of the equipment the responsibility of the Lessor or will any claim less the \$500 be waived per piece of Equipment. Damage Waiver charge is calculated at 14% of the base rental rate of equipment and accessories being rented, not to include taxes, freight, labor, and/or environmental fees. Notwithstanding Lessee's acceptance of the Damage Waiver, Lessee will be liable for all loss or damage to the equipment and related expenses incurred by Lessor resulting from any of the following circumstances: a) Damage associated with or attributable to deflated or under-inflated tires, deflated or under inflated tubes or wheels, blowouts, bruises, dents, cuts or other such causes associated with intended use of the Equipment. b) Damage resulting from negligence, recklessness, misuse, or abuse of Equipment, intentional or otherwise, including overloading or exceeding Equipment rated capacities, utilization of incorrect or adequate fuel or other fluids, lack of lubrication, improper towing or carriage, or other normal servicing of Equipment. c) Loss or damage due to mysterious or unexplained disappearance, or caused by conversion of Lessee, its employees, or persons to whom the Equipment is entrusted. d) In cases of theft, vandalism, malicious mischief, disappearance, or conversion, when the police or other relevant authorities, as well as Lessor, are not formally notified within 24 hours of Equipment's disappearance and such a police report immediately provided to Lessor or such case occurs while Equipment is not reasonably secured in a locked, enclosed or fenced-in, mechanically access-controlled area. e) In any cases where the Equipment is utilized in a manner that would constitute a default under the Rental Agreement or not used with the permission or express consent of the Lessor. f) In any event where damage results while the operator or any other party involved in the operation of the Equipment is under the influence of an intoxicant or other illegal or controlled substance

- Petty cash replenishment.
- Postage.
- Registration fees.
- State fees (unemployment compensation).
- Travel reimbursement.
- Insurance coverage or claims expenditures as provided in the insurance fund, excepting, however, damage to City-owned property.
- Supplies, equipment and vehicles purchased at a public auction.
- Purchases from other governmental agencies, including City boards, community colleges, federal agencies, and agencies from other states, when the awarded contract by the other entity permits purchases by the city on the same terms, conditions, and prices (or below such prices) and the purchase is considered economically advantageous to the city.
- Purchase, sale, lease or rental of real property.
- Items for resale when purchased in compliance with the restrictions listed below:
 - a) Items purchased are exclusively for resale;
 - b) Items include brand name specifications significant to their retail sales appeal; and
 - c) Items, after reasonable expected resale, result in no cost to the City.

Exempt purchases over \$25,000.00 are subject to City Manager approval and may be submitted to Council for approval at the City Manager's discretion.

Emergency Purchasing

Emergency purchases are for goods and services necessary due to certain emergency conditions that may affect the health, safety, and/or welfare of the citizens or staff of the City, in accordance with City Ordinance, Sec. 2-271.

The City may forgo the requirements for competitive solicitations and the City Manager may make necessary purchases in preparation of, or during an emergency. Quotes must be obtained from at least two (2) vendors and documented with the purchase request, unless the City determines that the time required to obtain quotes will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the City. Emergency purchases must be approved by the City Manager prior to making the purchase.

An emergency is defined as an unplanned or unexpected event that requires immediate action 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

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 OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

073940

PLEASE SEND INVOICE IN DUPLICATE TO:

ACCOUNTS PAYABLE

P.O. BOX 291759

PORT ORANGE, FL 32129-1759

TELEPHONE 386-506-5500

FAX 386-506-5711

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

DATE: 8/21/18

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION # 0000139643

VENDOR:

FLORIDA DETROIT DIESEL-ALLISON

C/O STEWART & STEVENSON

FDDA LLC

PO BOX 865016

ORLANDO

FL 32886-5016

(904)730-4205 FAX: (940)730-2958

SHIP TO:

CITY OF PORT ORANGE

PUBLIC UTILITIES

FIELD OPERATIONS

502 OAK STREET

PORT ORANGE

FL 32127

VENDOR #:		DATE NEEDED:		FOB:		
252598		9/30/18				
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
118213	BLK		EMERGENCY BLANKET PURCHASE ORDER FOR THE RENTAL OF A STAND BY GENERATOR AT THE WATER RECLAMATION FACILITY WHIL E REPAIRS ON BEING MADE TO THE SOUTH EMERGENCY GE NERATOR. RATIFICATION TO COUNCIL S ET FOR 9/19/19 MEETING, ITEM #2018-6904 PER PURCHASING ORD #2-271 EMERGENCY PURCHASE OF SERVICES PROJECT #: SSP002	40304005356397	1.00	18213.00
REMARKS RENTAL OF A STANDBY GENERATOR FOR WRF					TOTAL	18213.00

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

PURCHASING

X

DATE

8/21/18

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



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

073945

PLEASE SEND INVOICE IN DUPLICATE TO:

ACCOUNTS PAYABLE

P.O. BOX 291759

PORT ORANGE, FL 32129-1759

TELEPHONE 386-506-5500

FAX 386-506-5711

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

DATE:	8/22/18
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000139642

VENDOR:

FLORIDA DETROIT DIESEL-ALLISON

C/O STEWART & STEVENSON

FDDA LLC

PO BOX 865016

ORLANDO

FL 32886-5016

(904)730-4205 FAX: (940)730-2958

SHIP TO:

CITY OF PORT ORANGE

PUBLIC UTILITIES

WASTEWATER

817 OAK STREET

PORT ORANGE

FL 32127

VENDOR #:		DATE NEEDED:		FOB:		
252598		9/30/18				
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
1	42874	BLK	EMERGENCY BLANKET PURCHASE ORDER FOR THE REPAIRS TO THE WA TER RECLAMATION FACILITY SOUTH GENERATOR. PROJECT #: SSP002	40304005356397	1.00	42874.18
2	8574	BLK	20% UNFORSEEN CONDITION ALLOWANC E RATIFICATION SET FOR COUN CIL APPROVAL 9/19/18; ITEM #2018-6904 PER PURCHASING ORDINANCE #2-271, EMERGENCY PURCHASE OF SERVICES PROJECT #: SSP002	40304005356397	1.00	8574.84
REMARKS EMERGENCY REQUEST - WRF GENERATOR FAILURE					TOTAL	51449.02

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

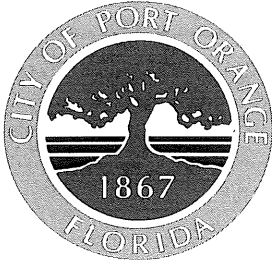
PURCHASING

X

DATE

8/22/18

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



City of Port Orange Public Utilities Department

TO: Tracey Riehm Finance Director

THRU: Lynn Stevens, Public Utilities Director

THRU: Julia Wiggins, Public Utilities Budget Analyst

FROM: Steve Parnell, Reclaimed Water Production Manager

DATE: August 21, 2018

SUBJECT: Emergency Radiator Repair with Stewart & Stevenson

REQUEST:

The Public Utilities Department is requesting approval for Stewart & Stevenson to replace the radiator on the south auxiliary generator at the WRF.

PURPOSE:

Maintain FDEP compliance.

CONSIDERATION:

The south auxiliary generator at the WRF is in need of a radiator replacement. Plant mechanics and operators noticed higher than normal coolant usage. Stewart & Stevenson performed a site visit and found the radiator is severely corroded and leaking, which needs to be replaced ASAP.

FUNDING:

Reclaim Water Plant 403 0400 535 6497
Project# SSP002

RECOMMENDATION:

The Public Utilities Department is recommending approval for Stewart & Stevenson to perform an emergency replacement of the south generator radiator.

ANTICIPATED SCHEDULE:

- a.) Enter on Boardsync –
- b.)

ATTACHMENTS:

- a.) Quote – Attached.
- b.)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 09/19/2018

Consent item: No

SUBJECT: (H34) City Manager Comments

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-28.

SUMMARY: Resolution No. 18-28 which was originally pulled from the September 4th consent agenda, discussed and voted on. In reviewing the audio for recording the minutes the motion and second for consideration was unclear. The subsequent roll call vote passed 5-0. Staff recommends reconsideration and vote to clarify the record.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Budget Resolution No 18-28	Budget Resolution No 18-28.pdf
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Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 08/30/2018
Approved - 09/10/2018
Final Approval - 09/10/2018

RESOLUTION NO. 18-28

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING AND CAPITAL FUNDS TO BUDGET FOR TEMPORARY TRANSFERS IN THE FIRE IMPACT FEE FUND 311 AND THE LEASE AND REPLACEMENT FUND 505 TO FUND THE EXPEDIATED PURCHASE OF 107' AERIAL LADDER FIRE APPARATUS; TO BUDGET FOR THE REPLACEMENT OF AN IRRIGATION PUMP AT CYPRESS HEAD GOLF COURSE; TO DOCUMENT THE WRITE OFF OF A LOAN MADE FROM THE LOAN POOL FUND TO THE GOLF COURSE FUND FOR RENOVATIONS; AND TO BUDGET FOR INSURANCE PROCEEDS RECEIVED, SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to temporarily transfer \$33,300 from the contingency account in the Fire Impact Fee Fund 311 to the equipment account to partially fund the advanced purchase of a 107' Aerial Ladder Fire Apparatus (Project FIR026), planned for in FY19; and

WHEREAS, the City Council desires to temporarily transfer \$900,000 from the Enterprise Resource Planning (ERP) Project (ZMI054) in the Lease and Replacement Fund 505 to the 107' Aerial Ladder Fire Apparatus Project (FIR026) to partially fund the advanced purchase of the apparatus, planned for in FY19; and

WHEREAS, the City desires to budget for the emergency replacement of an irrigation pump at the Cypress Head Golf Course that has become a safety hazard; and

WHEREAS, the City Council desires to write off a loan made from the Loan Pool Fund 508 to the Golf Course Fund 450, in the amount of \$1,729,491, which was used to renovate the Golf Course and Clubhouse; and

WHEREAS, the City Council desires to budget for insurance proceeds received in the Risk Management Fund 504 through August 2, 2018; and

WHEREAS, the City Council desires to appropriate the funds related to various operating and capital items, and to set forth, appropriate and change appropriations of certain revenues and expense.

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

Section 1. The funds for the City operating and capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2017 through September 30, 2018.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC City Clerk

Adopted on the day of

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

**Budget Increase /
(Decrease)**

—

Total Expenditures:	\$	-
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FY2018 Golf Course Operating 450 Fund
Prepared: August 21, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Appropriated Equity	70,000
Total Revenues:	<u><u>\$ 70,000</u></u>

<u>Expenditures:</u>	
Non-Departmental - Capital Outlay	70,000
Total Expenditures:	<u><u>\$ 70,000</u></u>

**To budget for the replacement of an irrigation pump at the Cypress Head Golf Course. The current pump is a safety hazard.

**To document the write off of the Loan Pool loan made to the Golf Course Fund 450 in the amount of 1,729,491. This loan was used for renovations to the Golf Course and the Clubhouse which were completed in FY16. The loan will be written off through a journal entry on the balance sheet. It is included in this budget resolution for informational purposes only to document the write off.

FY2018 Risk Management Fund 504
Prepared: August 21, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
<u>Revenues:</u>	
Insurance Proceeds	81,799
Total Revenues:	<u>\$ 81,799</u>

<u>Expenditures:</u>	
Non- Departmental	81,799
Total Expenditures:	<u>\$ 81,799</u>

To budget for insurance proceeds received through August 2, 2018.

FY2018 **Lease and Replacement Fund 505**
Prepared: **August 21, 2018**
Finance: **Finance Staff**

[illegible]

Expenditures:

Non-Departmental - Capital Outlay (ERP Project ZMI054)	(900,000)
Non-Departmental - Capital Equipment (Pierce 107' Aerial Ladder Apparatus FIR026)	900,000
Total Expenditures:	\$ -

*To budget for a temporary transfer from the ERP Project (ZMI054) to expediate the purchase of a 107' Pierce Aerial Ladder Apparatus (FIR026), planned in FY19. This purchase will be split funded between the Lease and Replacement Fund 505 at \$900,000 and the Fire Impact Fee Fund at \$33,300. This temporary transfer will be reversed in FY19.

FY2018 Loan Pool Fund 508
Prepared: August 21, 2018
Finance: Finance Staff

	<u>Budget Increase / (Decrease)</u>
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Revenues:

(Revenue section purposely left blank...please see comment below.)

Total Revenues:	<u>\$ -</u>
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Expenditures:

(Expenditure section purposely left blank...please see comment below.)

Total Expenditures:	<u>\$ -</u>
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******We are writing off the Loan Pool loan made to the Golf Course Fund 450 in the amount of 1,729,491. This loan was used for renovations to the Golf Course and the Clubhouse which were completed in FY16. The loan will be written off through a journal entry on the balance sheet. It is included in this budget resolution for informational purposes only to document the write off.