



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MAY 5, 2015

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. Pledge of Allegiance
2. Invocation
3. Roll Call

B. PUBLIC HEARING

4. Woodland Center Replat, located at 1590 Dunlawton Avenue, CASE NO. 14-50000004
5. Second Reading - Ordinance No. 2015-6 - Alcohol Permitting for Public and Private Events Held on Public Property

C. AGENDA APPROVAL

D. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

6. Report from the Environmental Advisory Board

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

7. Port Orange/South Daytona Chamber of Commerce Quarterly Report

F. CITIZEN PARTICIPATION (Agenda)

8. City Center Market - Kelli Marks

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

H. COUNCIL COMMENTS

9. Comments/Concerns from Council Members

I. CONSENT AGENDA

10. Approval of Minutes

a. April 21, 2015 - Regular City Council Meeting

11. Resolution No. 15-23 - Public Records Fees

12. Resolution No. 15-27 - Various Budget Items

13. License Agreement - Zantila Way, Waters Edge PUD, Phases VIII and XII

14. Award of Bid #15-17 Riverwalk Park Phase 1A

15. City of Port Orange Strategic Plan

J. REGULAR AGENDA

16. Code Changes from Purchasing

a. First Reading - Ordinance No. 2015-16 - Amending City Code Section 2-262 - Purchase and sales procedures and Establishing Section 2-275, Local Preference

b. First Reading - Ordinance No. 2015-17 - Amending City Code Section 2-265 - Waiver of Irregularities

c. First Reading - Ordinance No. 2015-18 - Amending City Code Section 2-267 - Waiver of Bidding Requirements

d. First Reading - Ordinance No. 2015-19 - Amending City Code Section 2-271 - Emergency Purchases

17. Monthly Financial Reports - March 15

K. COMMENTS

18. City Attorney Comments

19. Interim City Manager Comments

L. COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

a. River to Sea TPO Board - Meeting held 4/22/15

b. General Employee's Pension Board - Meeting held 4/27/15

c. YMCA - Meeting held 4/15/15

M. 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 ANY 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, 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.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/05/2015

Consent item: No

SUBJECT: Woodland Center Replat, located at 1590 Dunlawton Avenue, CASE NO. 14-50000004

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve the Replat for the Woodland Center Subdivision.

SUMMARY: Planning Commission Action (2/26/15): Recommended Approval

The applicant is requesting to replat the Woodland Center Commercial Subdivision into three parcels. The replat has been designed according to the requirements of the City's Land Development Code (LDC) and the development standards outlined in Woodland Center PCD Master Development Agreement (MDA). The staff report is attached for more information.

The Walmart Super Center building will remain on Parcel 1 and a new outparcel (Parcel 3) will be created in the parking lot at the southeast corner of Dunlawton Avenue and Clyde Morris Boulevard. The new Parcel 2 includes the existing northernmost stormwater pond.

The parcels will be accessed from the current driveways off Dunlawton Avenue and Clyde Morris Boulevard. Cross-access easements are provided between Parcels 1 and 3 in order for vehicles to move between the parcels. The existing Clyde Morris Boulevard and Dunlawton Avenue landscape buffers will not be affected with the replat or development of Parcel 3, except for minor disturbance to the underbrush and some limbing up of existing trees within the Dunlawton Avenue landscape buffer to install utility lines and the proposed monument sign.

If the replat is approved, the applicant is proposing to develop Parcel 3 with a ±1,200 square foot convenience store with 12 fueling stations, gas canopy, and associated site improvements (Murphy Gas Station).

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Staff Report	CC_staff rpt_ WoodlandCenterRePlat.pdf
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Cruz, Penelope

Created/Initiated - 04/08/2015



STAFF REPORT

Woodland Center Replat

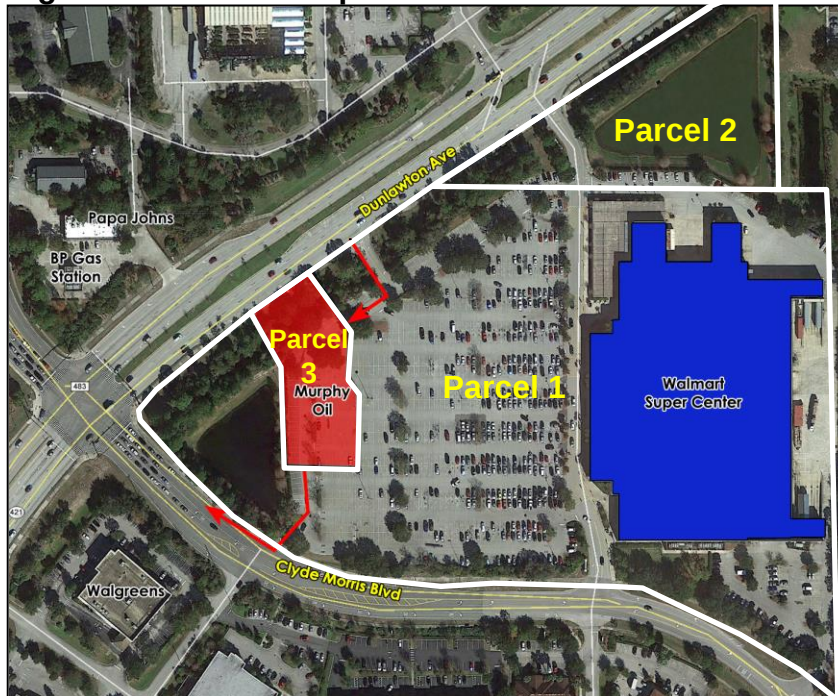
CASE NO. 14-50000004

REQUEST:	Approval of the Woodland Center Replat into three parcels.
LOCATION:	1590 Dunlawton Avenue (see Figure 1)
OWNER:	Walmart Stores East LP
APPLICANT:	Murphy Oil USA, Inc.
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz (386) 506-5671
CITY COUNCIL:	April 7, 2015

DISCUSSION:

The proposal is to replat the Woodland Center Commercial Subdivision into three parcels (Exhibit B). The Walmart Super Center building will remain on Parcel 1 and a new outparcel (parcel 3) will be created in the parking lot at the southeast corner of Dunlawton Avenue and Clyde Morris Boulevard. The new parcel 2 includes the existing northernmost stormwater pond. If the replat is approved, the applicant is proposing to develop Parcel 3 with a $\pm 1,200$ square foot convenience store with 6 fueling stations, gas canopy, and associated site improvements (Murphy Gas Station). Staff is currently reviewing a site plan for the proposed development on Parcel 3.

Figure 1. Location Map



The parking lot where Parcel 3 is proposed was developed with the Walmart Super Center to serve as overflow parking. The applicant is requesting the replat of Parcel 1 to create an additional outparcel because the extra parking area is not needed. The total parking required for the Walmart Super Center and Murphy Gas Station is 704 spaces. There will be 805 parking spaces on the site after the gas station is constructed.

The parcels will be accessed from the current driveways off Dunlawton Avenue and Clyde Morris Boulevard. Cross-access easements are provided between Parcel 1 and 3 in order for vehicles to move between the parcels. The existing Clyde Morris Boulevard and Dunlawton Avenue landscape buffers will not be affected with the replat or development of Parcel 3, except for minor disturbance to the underbrush and some limbing up of existing trees within the Dunlawton Avenue landscape buffer to install utility lines and the proposed monument sign.

The replat has been designed according to the requirements of the City's Land Development Code (LDC) and the development standards outlined in Woodland Center PCD Master Development Agreement (MDA).

CONCURRENCY REVIEW:

Public facilities and services are currently available to serve the proposed $\pm 1,200$ square foot convenience store and gas station. Concurrency reviews for schools and recreational facilities were not conducted because they only apply to residential development. For commercial developments the concurrency analysis is conducted during the site plan review; however, a summary of the impacts for the proposed development (Parcel 3) on the public facilities and services is provided below.

Transportation: As part of the site plan submittal for Parcel 3, a trip generation analysis was prepared for the proposed development. The daily trips associated with the proposed development on Parcel 3 can be accommodated on the existing roadway network. Per the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition*, the proposed development on Parcel 3 will generate an addition of approximately 63 PM peak hour trips (includes internal capture and pass-by trips). For transportation facilities, developments that would not affect more than one percent of the maximum volume at the adopted level-of-service are considered *de minimus*. Since the PM peak hour trips generated by the development are less than 1% of the roadway capacity for Dunlawton Avenue this development is considered *de minimus* and a Traffic Impact Analysis (TIA) was not required. Based on the most recent traffic counts for Clyde Morris Boulevard and Dunlawton Avenue, sufficient capacity exists on both roadways to accommodate the proposed development.

Water, Sewer, Reclaimed Water: Parcel 3 will be served by existing potable water and sanitary sewer lines located along Dunlawton Avenue. The developer will connect to these utilities in accordance with the utility plan for this project. Reclaimed water is not available for this outparcel. The construction and 1-year maintenance of the utilities lines located in the Dunlawton Avenue right-of-way will be guaranteed by a Subdivision Improvement Agreement (SIA).

Solid Waste: Onsite dumpster for waste disposal will be required with the development of Parcel 3.

Stormwater Drainage: The drainage system in place for the subdivision is sufficient to support the proposed development. Parcel 3 is currently part of the existing paved parking area for the Walmart Supercenter and due to the

additional landscaping to be installed with the new development there will be a decrease in the overall net impervious area to be treated within the subdivision.

The concurrency review for Parcel 1 (Walmart Super Center) was completed when it was developed in 1998 and there will be no change in impact to the original lot from this proposal.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

The proposed replat for the Woodland Center Subdivision is consistent with the City's Comprehensive Plan. The subject property has a Future Land Use designation of *Commercial*.

STAFF DEVELOPMENT REVIEW COMMITTEE:

The Staff Development Review Committee (SDRC) has reviewed this proposal and the applicant will need to address some minor comments related to updating plat notes and formatting prior to the replat being considered by City Council.

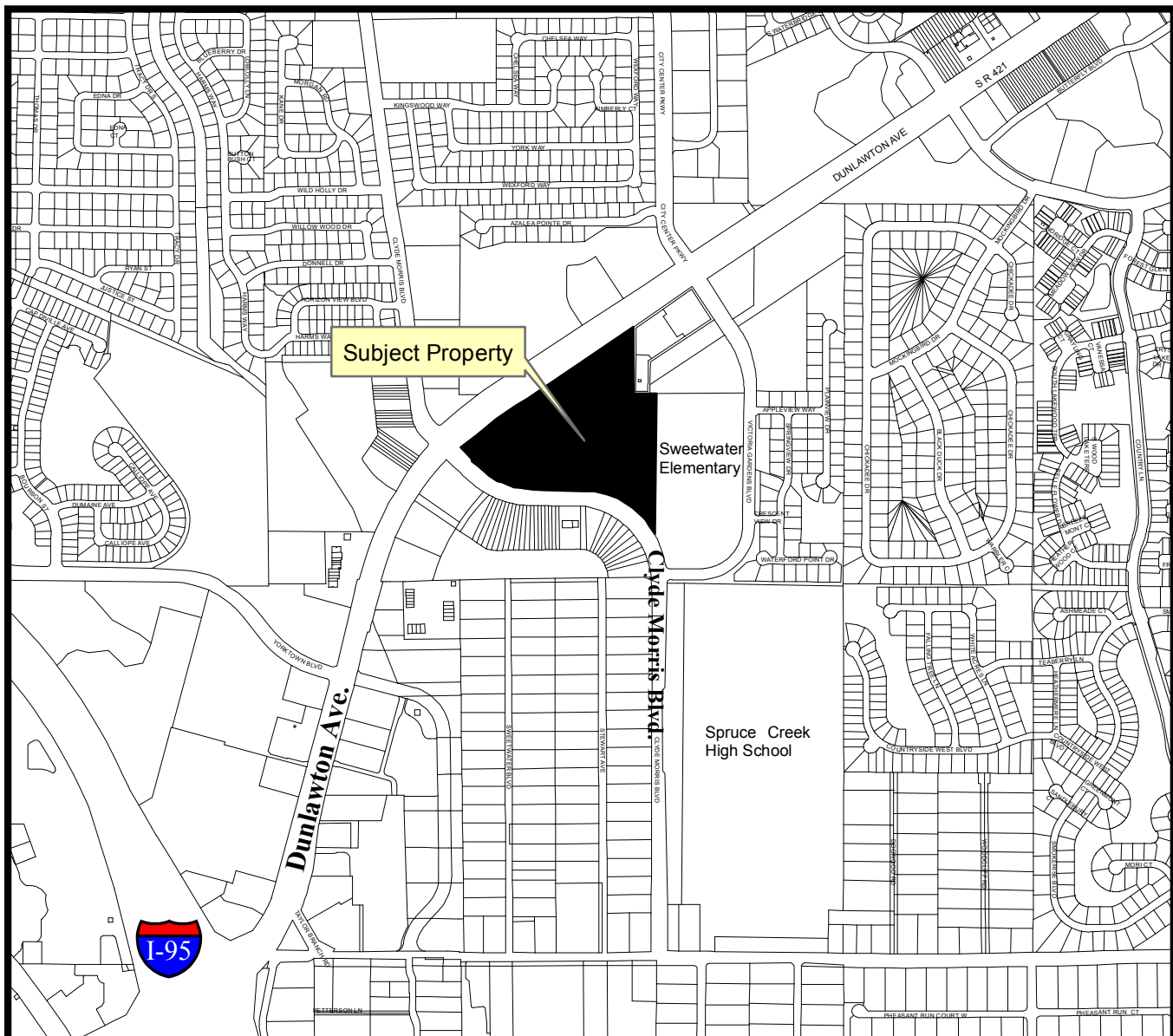
RECOMMENDATION:

Staff recommends **approval** of the Woodland Center Replat, subject to all remaining minor comments being addressed before scheduling for City Council consideration.

ATTACHMENTS:

Exhibit A – Location Map

Exhibit B – Woodland Center Replat



Case No.: 14-50000004

Applicant: Murphy Oil USA, Inc.

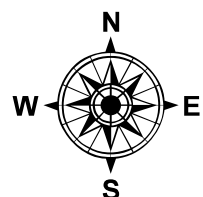
Location: 1590 Dunlawton Avenue

Request:

Approval to replat Parcel 1 of the Woodland Center Plat into three parcels.



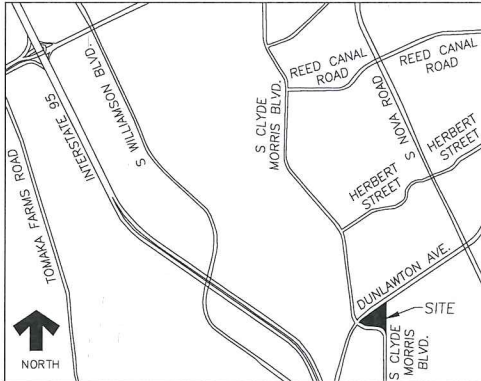
Exhibit A - Location Map
CITY OF PORT ORANGE
 DEPARTMENT OF COMMUNITY DEVELOPMENT



WOODLAND CENTER, TRACT 1 REPLAT

A PORTION OF TRACT 1, WOODLAND CENTER AS RECORDED IN PLAT BOOK 42, PAGE 17, PUBLIC RECORDS OF VOLUSIA COUNTY, AND BEING A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

VICINITY MAP
(NOT TO SCALE)



LEGAL DESCRIPTION

A PORTION OF TRACT 1, WOODLAND CENTER AS RECORDED IN PLAT BOOK 42, PAGE 17, PUBLIC RECORDS OF VOLUSIA COUNTY, AND BEING A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17, RUN SOUTH 01°47'01" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 786.78 FEET; THENCE SOUTH 56°06'48" WEST ON AND ALONG THE SOUTHERLY RIGHT OF WAY LINE OF DUNLAWTON AVENUE (S.R. 421) A DISTANCE OF 1247.58 FEET TO THE POINT OF BEGINNING FOR THE CARVE-OUT PARCEL; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 45°00'35" EAST, A DISTANCE OF 74.67 FEET; THENCE SOUTH 00°21'00" WEST, A DISTANCE OF 113.90 FEET; THENCE SOUTH 23°01'37" EAST A DISTANCE OF 40.91 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 130.40 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 142.77 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 192.99 FEET; THENCE NORTH 45°06'42" WEST, A DISTANCE OF 77.66 FEET; TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF DUNLAWTON AVENUE (S.R. 421) TO A POINT ON A CURVE; THENCE ALONG SAID CURVE HAVING A RADIUS OF 1841.86 FEET, AN ARC LENGTH OF 15.92 FEET THROUGH A CENTRAL ANGLE OF 00°29'42", HAVING A CHORD BEARING OF NORTH 56°33'25" EAST, A DISTANCE OF 15.92 FEET; THENCE ON AND ALONG SAID LINE NORTH 56°06'48" EAST, A DISTANCE OF 140.21 FEET, TO THE POINT OF BEGINNING.

CONTAINING 44,151.22 SQ.FT. (1.0136 ACRES)

TOGETHER WITH:

PARCEL 2:

A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17, RUN SOUTH 01°47'01" WEST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 786.78 FEET; THENCE SOUTH 56°06'48" WEST A DISTANCE OF 166.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°47'01" WEST A DISTANCE OF 466.18 FEET; THENCE NORTH 88°53'18" WEST A DISTANCE OF 698.20 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF DUNLAWTON AVENUE (S.R. 421) A 200 FOOT RIGHT-OF-WAY; THENCE NORTH 56°06'48" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 844.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 162,526.4814 SQ.FT. (3.7311 ACRES)

NOTES:

1. SEE LEGEND FOR SYMBOLS AND ABBREVIATIONS

2. ACCURACY:

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 TURNED.

3. ALL MEASUREMENTS ON THIS PLAT IS IN U.S. FOOT AND DECIMALS THEREOF.

NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE UNITED STATES SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE $39.37/12=3.28083333333333$ EQUATION FOR CONVERSION FROM U.S. FOOT TO METERS.

4. BEARING STRUCTURE N01°47'01"E, ALONG EAST LINE OF THE NORTHWEST 1/4, OF SECTION 17-16-33.

5. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT, WHETHER GRAPHIC OR DIGITAL, THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

6. MONUMENTS SHALL BE SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINES WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A "P.R.M." OR "P.C.P." IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.091(9)

7. THIS PLAT IS SUBJECT TO ALL REQUIREMENTS AND NOTES SHOWN ON THE PLAT OF WOODLAND CENTER AS RECORDED IN PLAT BOOK 42 PAGE 17, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

8. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF WOODLAND CENTER DEVELOPMENT AGREEMENT FILED IN OFFICIAL RECORDS BOOK 2989, PAGE 1592; AS AMENDED IN OFFICIAL RECORDS BOOK 4511, PAGE 2278; AND OFFICIAL RECORDS BOOK 4628, PAGE 1936, PRVCF.

9. PARCELS 1 AND 2 SHALL BE USED, DEVELOPED, AND REMAIN AS A SINGLE, INTEGRATED PARCEL, FOR THE PURPOSE OF GUARANTEEING AND PRESERVING THE UTILIZATION AND DEVELOPMENT OF THE PARCELS IN COMPLIANCE WITH ALL ZONING AND LAND USE REGULATIONS OF THE CITY OF PORT ORANGE, FLORIDA. NEITHER PARCEL SHALL BE SUBMITTED, SUBDIVIDED, SOLD OR ENCUMBERED IN LESSER CONSTITUENT PARCELS WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY OF PORT ORANGE.

10. THE DRAINAGE EASEMENTS, THE UTILITY EASEMENT, AND THE INGRESS/EGRESS EASEMENTS OUTSIDE THE PLATTED AREA ARE NOT BEING GRANTED BY THIS PLAT, THEY ARE BEING SHOWN FOR INFORMATIONAL PURPOSES ONLY, AND WILL BE CONVEYED THROUGH SEPARATE DOCUMENTS.

LEGEND

- DENOTES A SET PERMANENT REFERENCE MONUMENT (PRM) 4"x4" CONCRETE MONUMENT (CM) STAMPED "PRM LB 7926 LS 4807"
- DENOTES A SET PERMANENT REFERENCE MONUMENT (PRM) PK NAIL & DISK, STAMPED "PRM LB 7926 LS 4807"
- ⊙ DENOTES A FOUND IRON ROD & CAP (IRC), LABELED AS NOTED.
- DENOTES A FOUND 4"x4" CONCRETE MONUMENT (CM), LABELED AS NOTED.

PKND PK NAIL & DISK
FND FOUND
IR IRON ROD
TOB TOP OF BANK
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT-OF-WAY
ORB OFFICIAL RECORD BOOK
SF SQUARE FEET
Δ DELTA
R RADIUS
L ARC LENGTH

N. XXXXX DENOTES STATE PLANE COORDINATE;
E. XXXXX FLORIDA EAST ZONE (NORTH AMERICAN DATUM 1983,1990 ADJUSTMENT).

PREPARED BY:
Walter J. Smith
Florida Certificate No. 4807
Professional Surveyor and Mapper
OMC SURVEYING & MAPPING
1215 MANATEE AVE. W.
Bradenton, FL 34205

SHEET 1 OF 4

MAP BOOK _____ PAGE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WAL-MART STORES EAST, LP, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED WOODLAND CENTER, TRACT 1 REPLAT, LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED. ALL ACCESS, DRAINAGE, AND MAINTENANCE EASEMENTS SHOWN HEREON OR DESCRIBED ON THE PLAT ARE GRANTED TO THE CITY OF PORT ORANGE. ACCESS, DRAINAGE, AND UTILITY EASEMENTS ARE HEREBY GRANTED TO THE OWNER OF PARCELS 2 AND 3.

IN WITNESS WHEREOF, WAL-MART STORES EAST, LP, HAS CAUSED THESE PRESENT TO BE EXECUTED IN ITS NAME AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS OFFICERS THEREUNTO DULY AUTHORIZED ON THIS _____ DAY OF _____ 2014.

WITNESSES: WAL-MART STORES EAST, LP

BY: _____

PRINTED NAME _____ PLACE CORPORATE SEAL HERE

PRINTED NAME _____ ATTEST: _____

PRINTED NAME _____ TITLE: (MUST BE SEC./ASST. SEC.) _____ BY: _____

PRINTED NAME _____

STATE OF FLORIDA, COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT AS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____ 2014, BY _____ AND _____ OF WAL-MART STORES EAST, LP, A DELAWARE LIMITED PARTNERSHIP, ON BEHALF OF SAID LIMITED PARTNERSHIP. THEY ARE PERSONALLY KNOWN TO ME OR HAVE PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA

AT LARGE

MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON 12/28/14, THE SURVEY WAS COMPLETED OF THE LANDS SHOWN ON THE FOREGOING PLAT; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED; THAT THE SURVEY WAS PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; AND MEETS THE MINIMUM TECHNICAL STANDARDS, ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027, FLORIDA STATUTES; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON AND THAT SAID LAND IS LOCATED IN THE CITY OF PORT ORANGE, FLORIDA.

WALTER J. SMITH P.L.S. No. 4807 DATE
1215 MANATEE AVENUE WEST, BRADENTON, FL 34205 (941) 345-5451
CERTIFICATE OF AUTHORIZATION No. LB 7926

CITY COUNCIL CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED WOODLAND CENTER, TRACT 1 REPLAT WAS APPROVED BY THE PORT ORANGE CITY COUNCIL ON _____

BY: _____ ATTEST: _____
MAYOR OF THE CITY OF PORT ORANGE CITY CLERK OF THE CITY OF PORT ORANGE

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND IT WAS FILED FOR RECORD ON _____ AT _____

FILE NO.: _____

CLERK OF THE CIRCUIT COURT
IN AND FOR VOLUSIA COUNTY, FLORIDA

PLANNING COMMISSION CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED WOODLAND CENTER, TRACT 1 REPLAT, WAS APPROVED BY THE PORT ORANGE PLANNING COMMISSION ON _____

BY: _____ DATE: _____
CHAIRMAN, PORT ORANGE PLANNING COMMISSION

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

I HEREBY CERTIFY THAT I HAVE REVIEWED THE ATTACHED PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

DATE: _____

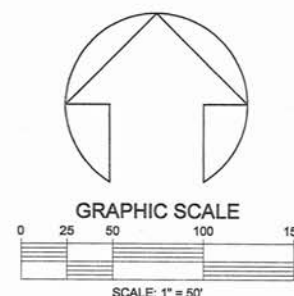
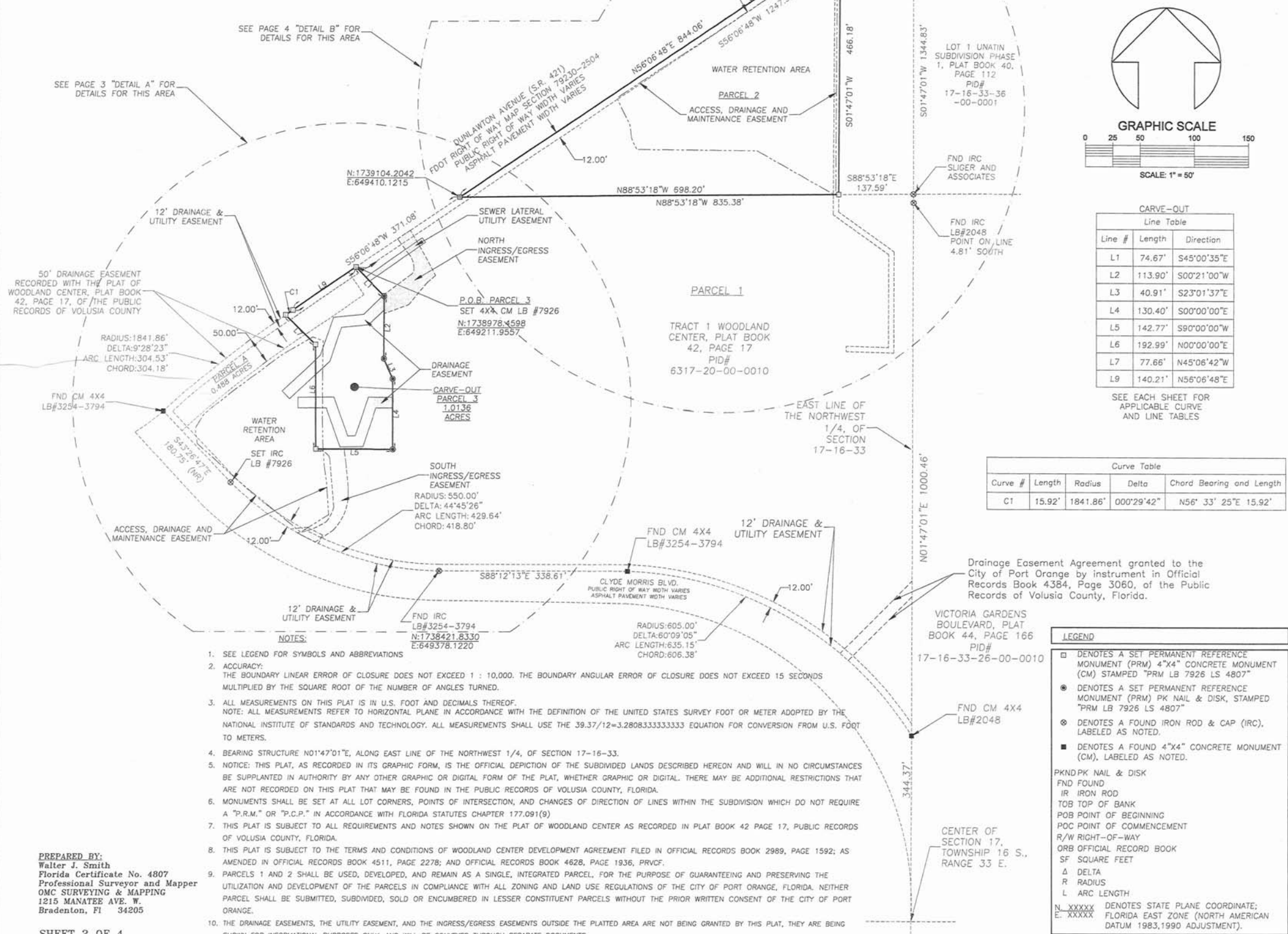
RECEIVED
MAR 13 2015
CITY OF PORT ORANGE
Community Development

REVISED

WOODLAND CENTER, TRACT 1 REPLAT

A PORTION OF TRACT 1, WOODLAND CENTER AS RECORDED IN PLAT BOOK 42, PAGE 17, PUBLIC RECORDS OF VOLUSIA COUNTY, AND BEING A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.

MAP BOOK _____ PAGE _____



CARVE-OUT		
Line Table		
Line #	Length	Direction
L1	74.67'	S45°00'35"E
L2	113.90'	S00°21'00"W
L3	40.91'	S23°01'37"E
L4	130.40'	S00°00'00"E
L5	142.77'	S90°00'00"W
L6	192.99'	N00°00'00"E
L7	77.66'	N45°06'42"W
L9	140.21'	N56°06'48"E

SEE EACH SHEET FOR APPLICABLE CURVE AND LINE TABLES

Curve Table				
Curve #	Length	Radius	Delta	Chord Bearing and Length
C1	15.92'	1841.86'	000°29'42"	N56°33'25"E 15.92'

Drainage Easement Agreement granted to the City of Port Orange by instrument in Official Records Book 4384, Page 3060, of the Public Records of Volusia County, Florida.

VICTORIA GARDENS BOULEVARD, PLAT BOOK 44, PAGE 166
PID# 17-16-33-26-00-0010

FND CM 4X4 LB#2048

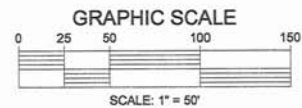
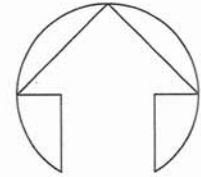
CENTER OF SECTION 17, TOWNSHIP 16 S., RANGE 33 E.

- LEGEND**
- DENOTES A SET PERMANENT REFERENCE MONUMENT (PRM) 4"x4" CONCRETE MONUMENT (CM) STAMPED "PRM LB 7926 LS 4807"
 - DENOTES A SET PERMANENT REFERENCE MONUMENT (PRM) PK NAIL & DISK, STAMPED "PRM LB 7926 LS 4807"
 - ⊗ DENOTES A FOUND IRON ROD & CAP (IRC), LABELED AS NOTED.
 - DENOTES A FOUND 4"x4" CONCRETE MONUMENT (CM), LABELED AS NOTED.
 - PKNDPK NAIL & DISK
 - FND FOUND
 - IR IRON ROD
 - TDB TOP OF BANK
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - R/W RIGHT-OF-WAY
 - ORB OFFICIAL RECORD BOOK
 - SF SQUARE FEET
 - Δ DELTA
 - R RADIUS
 - L ARC LENGTH
 - N. XXXXX DENOTES STATE PLANE COORDINATE; FLORIDA EAST ZONE (NORTH AMERICAN DATUM 1983,1990 ADJUSTMENT).
 - E. XXXXX

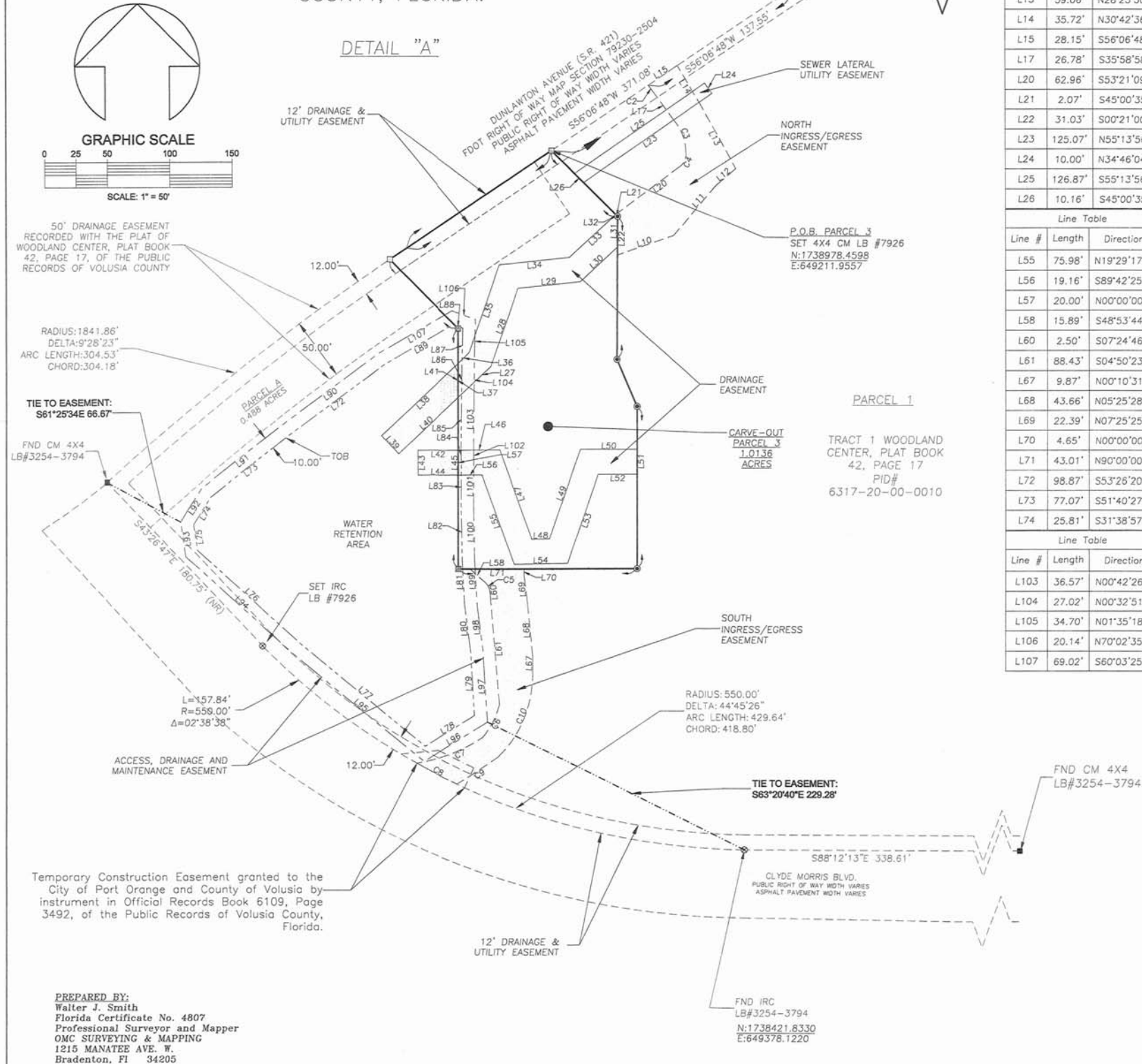
PREPARED BY:
Walter J. Smith
Florida Certificate No. 4807
Professional Surveyor and Mapper
OMC SURVEYING & MAPPING
1215 MANATEE AVE. W.
BRADENTON, FL 34205

WOODLAND CENTER, TRACT 1 REPLAT

A PORTION OF TRACT 1, WOODLAND CENTER AS RECORDED IN PLAT BOOK 42, PAGE 17, PUBLIC RECORDS OF VOLUSIA COUNTY, AND BEING A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.



DETAIL "A"



MAP BOOK PAGE

Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L10	47.57'	N70°47'02"E	L27	35.98'	N46°36'34"E	L41	27.21'	N00°00'00"E
L11	51.87'	N40°15'43"E	L28	66.05'	N19°02'33"E	L42	32.84'	S89°42'19"W
L12	21.11'	N49°45'01"E	L29	50.01'	N84°17'16"E	L43	20.00'	S00°17'35"E
L13	59.06'	N28°23'30"W	L30	40.54'	N47°26'54"E	L44	32.74'	N89°42'25"E
L14	35.72'	N30°42'36"W	L31	24.60'	N00°21'00"E	L45	20.00'	N00°00'00"E
L15	28.15'	S56°06'48"W	L32	2.07'	N45°00'35"W	L46	33.27'	N89°42'25"E
L17	26.78'	S35°58'58"E	L33	50.66'	S47°26'54"W	L47	75.81'	S19°29'17"E
L20	62.96'	S53°21'09"W	L34	55.99'	S84°17'16"W	L48	14.06'	N89°05'13"E
L21	2.07'	S45°00'35"E	L35	73.95'	S19°02'33"W	L49	75.71'	N19°06'39"E
L22	31.03'	S00°21'00"W	L36	12.38'	S45°34'12"W	L50	45.37'	S89°49'10"E
L23	125.07'	N55°13'56"E	L37	27.21'	S00°00'00"E	L51	19.86'	S00°00'00"E
L24	10.00'	N34°46'04"W	L38	85.00'	S46°45'36"W	L52	31.13'	N90°00'00"W
L25	126.87'	S55°13'56"W	L39	20.00'	S43°10'40"E	L53	75.47'	S19°06'39"W
L26	10.16'	S45°00'35"E	L40	66.38'	N46°36'37"E	L54	42.43'	S89°05'13"W

Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L55	75.98'	N19°29'17"W	L75	21.00'	S08°25'41"E	L89	63.79'	S60°03'25"W
L56	19.16'	S89°42'25"W	L76	112.37'	S47°55'51"E	L90	99.60'	S53°26'20"W
L57	20.00'	N00°00'00"E	L77	128.47'	S50°35'33"E	L91	78.98'	S51°40'27"W
L58	15.89'	S48°53'44"E	L78	47.00'	N57°59'00"E	L92	31.22'	S31°38'57"W
L60	2.50'	S07°24'46"E	L79	51.55'	N03°29'32"W	L93	28.24'	S08°25'41"E
L61	88.43'	S04°50'23"E	L80	37.51'	N07°14'42"W	L94	116.20'	S47°55'51"E
L67	9.87'	N00°10'31"E	L81	35.44'	N03°13'36"W	L95	135.89'	S50°35'33"E
L68	43.66'	N05°25'28"W	L82	45.49'	N00°55'22"W	L96	60.14'	N57°59'00"E
L69	22.39'	N07°25'25"W	L83	27.29'	N00°18'38"E	L97	57.83'	N03°29'32"W
L70	4.65'	N00°00'00"E	L84	22.24'	N00°27'25"W	L98	37.49'	N07°14'42"W
L71	43.01'	N90°00'00"W	L85	36.66'	N00°42'26"E	L99	34.89'	N03°13'36"W
L72	98.87'	S53°26'20"W	L86	27.09'	N00°32'51"E	L100	45.18'	N00°55'22"W
L73	77.07'	S51°40'27"W	L87	27.57'	N01°35'18"E	L101	27.25'	N00°18'38"E
L74	25.81'	S31°38'57"W	L88	8.27'	N70°02'35"W	L102	22.20'	N00°27'25"W

Line Table			Curve Table			
Line #	Length	Direction	Curve #	Length	Radius	Delta
L103	36.57'	N00°42'26"E	C2	6.73'	49.03'	007°52'11"
L104	27.02'	N00°32'51"E	C3	28.92'	40.49'	040°54'44"
L105	34.70'	N01°35'18"E	C4	14.32'	12.40'	066°11'06"
L106	20.14'	N70°02'35"W	C5	8.31'	11.50'	041°24'36"
L107	69.02'	S60°03'25"W	C6	30.40'	71.48'	024°21'57"
			C7	57.14'	133.59'	024°30'29"
			C8	36.71'	550.00'	003°49'27"
			C9	39.04'	610.60'	003°39'47"
			C10	78.12'	95.18'	047°01'42"

LEGEND

- DENOTES A SET PERMANENT REFERENCE MONUMENT (PRM) 4"x4" CONCRETE MONUMENT (CM) STAMPED "PRM LB 7926 LS 4807"
- DENOTES A SET PERMANENT REFERENCE MONUMENT (PRM) PK NAIL & DISK, STAMPED "PRM LB 7926 LS 4807"
- ⊗ DENOTES A FOUND IRON ROD & CAP (IRC), LABELED AS NOTED.
- DENOTES A FOUND 4"x4" CONCRETE MONUMENT (CM), LABELED AS NOTED.

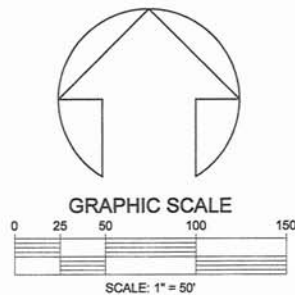
PKNDPK NAIL & DISK
FND FOUND
IR IRON ROD
TOB TOP OF BANK
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT-OF-WAY
ORB OFFICIAL RECORD BOOK
SF SQUARE FEET
Δ DELTA
R RADIUS
L ARC LENGTH

N. XXXXX DENOTES STATE PLANE COORDINATE;
E. XXXXX FLORIDA EAST ZONE (NORTH AMERICAN DATUM 1983,1990 ADJUSTMENT).

PREPARED BY:
Walter J. Smith
Florida Certificate No. 4807
Professional Surveyor and Mapper
OMC SURVEYING & MAPPING
1215 MANATEE AVE. W.
BRADENTON, FL 34205

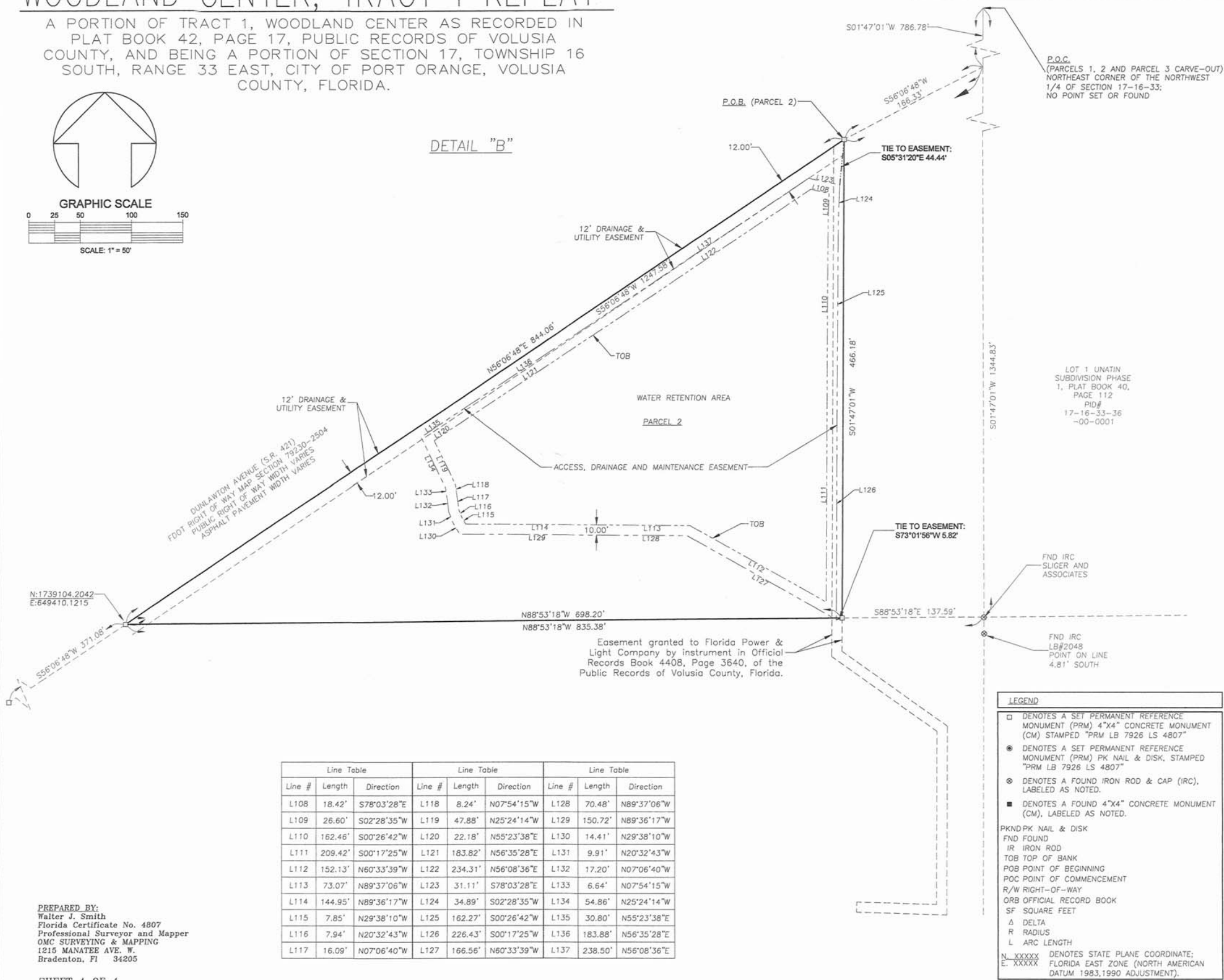
WOODLAND CENTER, TRACT 1 REPLAT

A PORTION OF TRACT 1, WOODLAND CENTER AS RECORDED IN PLAT BOOK 42, PAGE 17, PUBLIC RECORDS OF VOLUSIA COUNTY, AND BEING A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA.



DETAIL "B"

MAP BOOK _____ PAGE _____



PREPARED BY:
Walter J. Smith
Florida Certificate No. 4807
Professional Surveyor and Mapper
OMC SURVEYING & MAPPING
1215 MANATEE AVE. W.
Bradenton, FL 34205

Line Table				Line Table				Line Table			
Line #	Length	Direction		Line #	Length	Direction		Line #	Length	Direction	
L108	18.42'	S78°03'28"E		L118	8.24'	N07°54'15"W		L128	70.48'	N89°37'06"W	
L109	26.60'	S02°28'35"W		L119	47.88'	N25°24'14"W		L129	150.72'	N89°36'17"W	
L110	162.46'	S00°26'42"W		L120	22.18'	N55°23'38"E		L130	14.41'	N29°38'10"W	
L111	209.42'	S00°17'25"W		L121	183.82'	N56°35'28"E		L131	9.91'	N20°32'43"W	
L112	152.13'	N60°33'39"W		L122	234.31'	N56°08'36"E		L132	17.20'	N07°06'40"W	
L113	73.07'	N89°37'06"W		L123	31.11'	S78°03'28"E		L133	6.64'	N07°54'15"W	
L114	144.95'	N89°36'17"W		L124	34.89'	S02°28'35"W		L134	54.86'	N25°24'14"W	
L115	7.85'	N29°38'10"W		L125	162.27'	S00°26'42"W		L135	30.80'	N55°23'38"E	
L116	7.94'	N20°32'43"W		L126	226.43'	S00°17'25"W		L136	183.88'	N56°35'28"E	
L117	16.09'	N07°06'40"W		L127	166.56'	N60°33'39"W		L137	238.50'	N56°08'36"E	

- LEGEND
- DENOTES A SET PERMANENT REFERENCE MONUMENT (PRM) 4"x4" CONCRETE MONUMENT (CM) STAMPED "PRM LB 7926 LS 4807"
 - DENOTES A SET PERMANENT REFERENCE MONUMENT (PRM) PK NAIL & DISK, STAMPED "PRM LB 7926 LS 4807"
 - ⊗ DENOTES A FOUND IRON ROD & CAP (IRC), LABELED AS NOTED.
 - DENOTES A FOUND 4"x4" CONCRETE MONUMENT (CM), LABELED AS NOTED.
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ORB OFFICIAL RECORD BOOK
SF SQUARE FEET
Δ DELTA
R RADIUS
L ARC LENGTH
N. XXXXX DENOTES STATE PLANE COORDINATE;
E. XXXXX FLORIDA EAST ZONE (NORTH AMERICAN DATUM 1983,1990 ADJUSTMENT).



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/05/2015

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2015-6 - Alcohol Permitting for Public and Private Events Held on Public Property

DEPARTMENT: City Attorney

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-6 on first reading.

SUMMARY: At the request of City Council, the attached code amendment is being proposed to provide for an alcohol permitting process that would allow the sale and consumption of alcohol at certain public and private events held on City property.

Also attached, you will find a proposed temporary license agreement/hold harmless and indemnity agreement containing liability protections and insurance requirements. Each approved applicant will be required to execute a license agreement/hold harmless and indemnity agreement.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-6	Ordinance 2015-6.pdf
2.	Temporary License Agreement	Temp Lic Agrmt 1.29.15.pdf

Fenwick, Robin

Created/Initiated - 04/20/2015

ORDINANCE NO. 2015-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 6-3 RELATING TO DRINKING IN PUBLIC; AMENDING SECTIONS 50-31 AND 50-36 REGARDING COMMUNITY CENTER RESTRICTIONS ON ALCOHOL USE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council wishes to encourage more local special events; and

WHEREAS, the City Council recognizes the demand for alcoholic beverages at certain special events; and

WHEREAS, the City Council intends to permit the consumption of alcoholic beverages at certain special events so long as it can be done in a responsible and safe manner; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text;

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

SECTION 1. The City Council of the City of Port Orange, Florida hereby amends Section 6-3 of the Code of Ordinances to read as follows:

Sec. 6-3. - Drinking in public.

(a) General prohibition. It shall be unlawful for any person to possess any open container of alcoholic beverage or to consume any alcoholic beverage on the streets, sidewalks or thoroughfares, or on any public property ~~in the city, with the exception of the following property:~~ including, but not limited to, any public building, facility, park, playground, recreational facility, right-of-way, parking lot, and any other property owned or controlled by the City of Port Orange, unless expressly permitted in compliance with provisions of this section. This prohibition shall not apply to and no permit shall be required for possession or consumption of an alcoholic beverage at the following properties:

- (1) The municipal golf course; and
- (2) The premises located at ~~Riverfront Park~~ Riverside Pavilion and legally described in a lease agreement between the city and an organization which is incorporated and active as a corporation not for profit pursuant to F.S. ch. 617; and
- (3) The Palmer College of Chiropractic, Florida campus located on City Center Parkway as described in that certain referenced Lease Agreement recorded in Official Records Book 4944 at Page 1791 of the Public Records of Volusia County, Florida; and
- ~~(4) Lakeside Community Center; and~~
- ~~(5) Gamble Place (for weddings and special fund raising events); and~~
- ~~(6) The Adult Activity Center, located at 4790 Ridgewood Avenue, Parcel ID 6310-17-01-0010; and~~
- ~~(7) The Annex, located at 3738 Halifax Drive, Parcel ID 6303-16-0030; and~~
- (84) Upon any public property in the city utilized for functions held by the city, Florida League of Cities, Volusia League of Cities, Volusia Council of Governments or other governmental entities.

(b) Definitions. For the purposes of this section, the following words, terms and phrases shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) *Alcoholic beverage* means any beverage which contains more than one percent of alcohol by weight.
 - (2) *Beverage law* means the laws and regulations of the State of Florida concerning alcoholic beverages, consisting of Chapters 561-565, 567, and 568, Florida Statutes, as amended, and the Florida administrative regulations implementing the statutes, as amended.
 - (3) *Private social event* means any event held by an individual or organization on property owned or controlled by the city at which the general public is not invited to attend. This includes, but is not limited to, the following types of events: dinners, dances, weddings, banquets and receptions.
 - (4) *Public social event* means any event held by an organization or group of organizations on property owned or controlled by the city at which the general public is invited to attend.
- (c) *Permit application.*
- (1) *Private social event.* An application to hold a private social event at which any alcoholic beverage is to be consumed or possessed shall be made in writing to the director of parks and recreation, or the director's designee, using such form and including such information as deemed necessary to determine compliance with the requirements of this section and the beverage laws. The application shall be submitted at least 60 calendar days before the event commences to allow for sufficient staff review. At a minimum, the application shall include the following:

 - a. The applicant's name, proposed location and description of the event, and days and hours proposed.
 - b. Method of dispensation, size of containers in which alcohol will be dispensed, and measures taken by the applicant to prevent under-age alcohol consumption and prevent excessive alcohol consumption.
 - c. Executed indemnification and hold harmless agreement on form provided by city.

d. The alcohol permit fee as established by resolution of the city council.

(2) Public social event. An application to hold a public social event at which any alcoholic beverage is to be sold, consumed or possessed shall be made in writing to the director of parks and recreation, or director's designee, using such form and including such information as deemed necessary to determine compliance with the requirements of this section. The application shall be submitted at least 60 calendar days before the event commences to allow for sufficient staff review. At a minimum, the application shall include the following:

a. The applicant's name, proposed location and description of the event, and days and hours proposed.

b. A site plan specifying the location and contour of the event area, pedestrian access, the number and location of merchant display areas designated, barricades, special signage and other devices necessary to maintain public safety, and indicating traffic and parking patterns.

c. Outline of alcohol dispensing plan detailing the number of dispensing stations, method of dispensation, size of containers in which alcohol will be dispensed, cost per unit of alcohol dispensed, times at which alcohol will be dispensed, and measures taken by the applicant to prevent under-age alcohol consumption and prevent excessive alcohol consumption.

d. The alcohol permit fee as established by resolution of the city council.

(d) Application review criteria. The director of parks and recreation, or the director's designee, shall review the application submitted for completeness. The director of parks and recreation, or the director's designee, is hereby authorized to reject any application, which is not complete, or which is not received by the specified deadline, or which is not accompanied by the requisite permit fee. All applications shall be subject to facility availability and shall be processed on a first come, first

serve basis. Completed applications for alcohol permits shall be reviewed to determine the anticipated impact on public health, safety or welfare and for compliance with this section and the beverage laws. An application may be denied if it is determined that any of the following are true:

- (1) The proposed event cannot be conducted in such a manner as to ensure the public health, safety or welfare consistent with the provisions of this section, or the event could be conducted in such manner as to ensure public health, safety or welfare only with certain conditions attached and the applicant refuses to accept such conditions as conditions of a permit.
- (2) The applicant previously failed to clean up the site of the proposed special event, other property owned by the applicant, or properties adjacent to such site or such other property, of garbage, waste, trash or debris associated with a previous special event, and at the time of application such conditions have been remedied by the city, but the applicant has failed to fully reimburse the city for the costs of such remedy.
- (3) The applicant has previously violated this section or had an alcohol permit revoked within the last five years.

(e) Application review process. A completed application shall be processed as follows:

- (1) The director of parks and recreation, or the director's designee, shall ensure that the application is reviewed by all affected city departments. The director of parks and recreation may approve or deny such application, or may attach such conditions to an approval based on the review criteria set forth herein. Appeals from the decision of director of parks and recreation, or the director's designee, shall be made to the city manager. The city manager's determination whether to grant or deny an application for a local special event shall be final.

(f) Permit Conditions.

- (1) Every alcohol permit issued pursuant to this section shall contain the following conditions:
 - a. The permit holder shall comply with all applicable city ordinances.

b. The permit holder shall be responsible for compliance with all other applicable federal, state and local rules, regulations, codes and ordinances, and specifically the beverage laws.

c. The permit holder shall provide proof of insurance and maintain said insurance in an amount deemed necessary by the risk manager to protect the city against potential liability, if applicable, prior to commencing the event.

(2) Every alcohol permit for a public social event pursuant to this section shall include the following conditions as additional conditions which shall be met prior to commencing the event:

a. The permit holder shall provide proof of a one- two- or three day alcoholic beverages permit issued by the Florida Department of Business and Professional Regulation, Division of Alcohol Beverages and Tobacco in accordance with the beverage laws.

b. The permit holder shall execute a temporary license agreement which includes indemnity and hold harmless provisions on a form provided by the city.

c. The permit holder shall submit all marketing and advertising materials promoting alcohol sales on city property to the director of parks and recreation for review and approval prior to distribution.

(3) The director of parks and recreation shall have the authority to impose additional condition(s) on any alcohol permit issued pursuant to this section if deemed necessary to ensure the public health, safety or welfare.

(g) Permit Revocation. An alcohol permit may be revoked if determined by the director of parks and recreation that any of the following violations have occurred:

(1) One or more city ordinance violations, state law violations, or beverage law violations have taken place during the event.

(2) The director of parks and recreation has determined that an intervening public health, safety or welfare issue has occurred that requires the permit to be revoked.

(3) The permit holder has failed to comply with one or more permit conditions.

Once a permit has been revoked, the permit holder shall immediately discontinue the sale, consumption or possession of alcohol, and shall not reconvene without the express written authorization of the director of parks and recreation.

SECTION 2. The City Council of the City of Port Orange, Florida hereby amends Section 50-31 of the Code of Ordinances to read as follows:

Sec. 50-31. - Community centers; objects, permits, restrictions.

(a) – (h) [*Remain Unchanged*]

- (i) ~~Alcoholic beverages will not be served in or on any of the municipal facilities operated by the recreation department. The applicant shall be responsible for ensuring that no alcoholic beverages are brought onto, or consumed upon, city property.~~ Alcoholic beverages shall not be possessed or consumed in or on any of the municipal facilities operated by the parks and recreation department, unless expressly permitted in accordance with Section 6-3 of the code.
- (j) Application for a permit for use of the various facilities shall be made at the recreation department main office.

SECTION 3. The City Council of the City of Port Orange, Florida hereby amends Section 50-36 of the Code of Ordinances to read as follows:

Sec. 50-36. - General rules and regulations—Community centers.

(a) – (e) [*Remain Unchanged*]

- (f) ~~No alcoholic beverages may be brought into the building or served on the center's premises.~~ Alcoholic beverages shall not be possessed or consumed in or on any of the municipal facilities operated by the parks and recreation department, unless expressly permitted in accordance with Section 6-3 of the code.
- (g) – (j) [*Remain Unchanged*]

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 this Ordinance.

SECTION 5. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, City Clerk

Passed on first reading on the day of _____, 2015

Passed and adopted on second and final reading on the day of _____, 2015

Reviewed and Approved: _____
 Assistant City Attorney



CITY OF PORT ORANGE TEMPORARY LICENSE AGREEMENT

By signing below, I acknowledge that I read, understand, and agree to the following requirements for the use of city property:

- I have read and understand the guidelines and regulations for the use of property owned by the city.
- I represent and warrant that I have full legal right and authority to enter into this Agreement.

PROPERTY DESCRIPTION AND DURATION

This Agreement is for the temporary use of city property known as _____ and being further described on Exhibit "A" attached hereto for an approved special event beginning on _____, 20__ at _____ a.m. / p.m. and ending on _____, 20__ at _____ a.m. / p.m.

INSURANCE

_____ agrees to provide the City of Port Orange a Certificate of insurance naming the City of Port Orange as an additional insured for the following coverages:

- General Liability Insurance.....One Million Dollars (\$1,000,000.00)
- Liquor Liability Insurance.....One Million Dollars (\$1,000,000.00)

HOLD HARMLESS AND INDEMNIFICATION

_____ agrees to indemnify, protect, defend and hold harmless the City of Port Orange, its council members, officers, agents, representatives, employees and volunteers from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the City, its agents, or employees, and any and all acts of the licensee, its agents, or employees in connection with this Agreement.

USE OF CITY PROPERTY

_____ agrees to comply with all statutes, ordinances, rules, and regulations of the Federal Government, the State of Florida, the County of Volusia and the City of Port Orange when using the City's recreational facilities and shall be liable for any and all damage that occurs to city property during usage.

This Temporary License Agreement is executed as of the respective dates below:

WITNESSES:

Special Event Sponsor:

_____,
a _____ non-profit corporation

Printed Name:

Printed Name:
Title:

Printed Name:

Date: _____, 20____

STATE OF _____
COUNTY OF _____

The foregoing Co-Sponsorship Agreement was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, and who: [] is personally known to me; or [] has produced _____ as identification.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/05/2015

Consent item: No

SUBJECT: City Center Market - Kelli Marks

DEPARTMENT: City Clerk

RECOMMENDED MOTION:

SUMMARY: Ms. Marks would like to discuss the opportunity to utilize City signage for advertising the market.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Fenwick, Robin

Created/Initiated - 04/20/2015

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
APRIL 21, 2015

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

Pledge of Allegiance

Invocation provided by Rev. Bill Wassner of the Port Orange United Church of Christ.

Roll Call:	Present:	Councilman Bob Ford Councilman Donald Burnette Councilman Scott Stiltner Vice Mayor Drew Bastian Mayor Allen Green
	Also Present:	David Harden, Interim City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

Atlantic High School Students of the Law and Government Academy introduced themselves.

PUBLIC HEARING

4. Land Development Code (LDC) Text Amendments as part of the effort to update the LDC

- a) Second Reading - Ordinance No. 2015-12 – Land Development Code Text Amendments updating Chapters 3, 5, 6, 15 and 19

Mayor Green read Ordinance No. 2015-12.

ORDINANCE NO. 2015-12

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE CITY OF PORT ORANGE LAND DEVELOPMENT CODE; AMENDING CHAPTER 3, ARTICLE I, SECTION 7 AND CHAPTER 19, SECTION 1, RELATING TO PROCEDURES FOR ADOPTING THE DEVELOPMENT REVIEW AND PUBLIC HEARING CALENDARS; AMENDING CHAPTER 6, SECTION 5, RELATING TO REVIEW AND APPROVAL OF SITE AND SUBDIVISION IMPROVEMENT AGREEMENTS;

AMENDING CHAPTER 15, SECTION 2; RELATING TO NON-STRUCTURAL AND NON-ELECTRICAL IMPROVEMENTS TO EXISTING MONUMENT SIGNS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-12 on second reading was made by Vice Mayor Bastian and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

- b) Second Reading - Ordinance No. 2015-13 – Land Development Code Text Amendments updating Chapters 2 and 15

Mayor Green read Ordinance No. 2015-13.

ORDINANCE NO. 2015-13

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE CITY OF PORT ORANGE LAND DEVELOPMENT CODE; AMENDING CHAPTER 2, SECTION 2, TO AMEND THE DEFINITION FOR WALL SIGN; AMENDING CHAPTER 15, SECTION 7, RELATING TO LED DISPLAY REGULATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-13 on second reading was made by Vice Mayor Bastian and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

- c) Second Reading - Ordinance No. 2015-14 – Land Development Code Text Amendments updating Chapters 16, 17, and 18

Mayor Green read Ordinance No. 2015-14.

ORDINANCE NO. 2015-14

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF PORT ORANGE LAND DEVELOPMENT CODE; AMENDING CHAPTER 16, SECTION 3, RELATING TO SETBACK REQUIREMENTS FOR THROUGH LOTS; AMENDING CHAPTER 17, SECTION 15, RELATING TO PERMITTED USES WITHIN THE NEIGHBORHOOD PRESERVATION (NP) DISTRICT; AMENDING CHAPTER 18, SECTION 3, RELATING TO SPECIAL EXCEPTION REQUIREMENTS FOR PRIVATE SCHOOLS IN THE NP DISTRICT; AMENDING CHAPTER 18, SECTION 4, RELATING TO THE SPECIAL DEVELOPMENT REQUIREMENTS FOR TWO-FAMILY DWELLINGS, MULTI-FAMILY DWELLINGS, ASSISTED LIVING FACILITIES, CHILD CARE CENTERS, CLUBS, LODGES, AND FRATERNAL ORGANIZATIONS, AND NURSING HOMES IN THE NP DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-14 on second reading was made by Vice Mayor Bastian and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

5. Second Reading - Ordinance No. 2015-15 - Amending Section 14-26 of the City Code to adopt the most current International Property Maintenance Code (IPMC).

Mayor Green read Ordinance No. 2015-15.

ORDINANCE NO. 2015-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE CITY OF PORT ORANGE CODE OF ORDINANCES; AMENDING CHAPTER 14, SECTIONS 14-26 AND 14-27, RELATING TO ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; PROVIDING FOR PROTECTION OF COPYRIGHT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR

CODIFICATION; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-15 on second reading was made by Vice Mayor Bastian and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

AGENDA APPROVAL

The following items were pulled for further discussion: #16, 17c, 17g, 20.

Motion to approve the agenda as amended was made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion carried unanimously by voice vote.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

6. Youth Advisory Board Appointment

Anthony Fox introduced himself to Council.

Motion to appoint Anthony Fox to the Youth Advisory Board was made by Councilman Ford, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

7. Citizen Advisory Committee for TPO

Bobby Ball provided a report to Council on the Citizen Advisory Committee for the TPO. Councilman Burnette asked if there was any talk about Deland's extension. Mr. Ball said the funding sources/cycles are being worked on now.

8. Report from Kemper Sports regarding Cypress Head Golf Course

Michael Collins, General Manager, provided an update of the course financials.

Edith Shelley, Halifax Health, introduced herself and advised that she has been hired to work with local governments for healthy living.

9. Report and Recommendation from the City Manager Selection Citizen Advisory Committee

Margie Patchett, Chair, presented the Committee's final report and recommendation to Council. The Committee members expressed an interest in being involved in the interviewing of the candidates.

Councilman Ford agreed with looking for someone being innovated. He wants someone who gets things done in a timely manner.

Councilman Burnette also agreed with finding someone to get things done quickly. He would like to add a qualification including development and redevelopment.

Vice Mayor Bastian agreed with Councilman Burnette's suggestion.

Councilman Stiltner is interested in seeing applicants from the private sector. He is not interested in Skype interviews.

Motion to approve as amended was
made by Councilman Burnette, and
Seconded by Vice Mayor Bastian.

Ted Nofall, citizen, asked where the advertisement will be placed. He encouraged Council to instruct the advertisement to include private sector ads.

W.D. Higginbotham, Mercer Group, advised that local newspapers are not the place for those looking for government positions. He always attracts private sector applicants with the advertising he does. Mayor Green asked for a list of the places the advertisement is placed. Mr. Higginbotham will provide a list.

Councilman Ford believes there will be out-of-the-box military applicants.

Mr. Higginbotham suggested a closing date of May 29, 2015.

Motion carried unanimously by roll call
vote.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

10. Arbor Day Proclamation

Mayor Green read the proclamation for Arbor Day.

11. Worker's Memorial Day Proclamation

Mayor Green read the proclamation for Worker's Memorial Day.

CITIZEN PARTICIPATION (Agenda)

12. James Martin - Utility Lien at 6068 Spruce Point Circle

James Martin, citizen, asked Council for a reduction of the utility lien.

Councilman Ford would like more information from the City Attorney, along with a recommendation. Mr. Martin said the property has been empty since 2009 and most of the charges are interest.

Mr. Harden advised that the total charges are \$3,672.38 with penalties of \$1,329.44.

Councilman Burnette asked if any title work was done before they purchased the property. Mr. Martin said yes, but they didn't realize the charges would continue to accrue. Councilman Burnette would like to help as much as possible. He asked if the late fees could be waived as well as a payment plan.

Vice Mayor Bastian agreed to a payment plan and reducing the interest charges but wants the City to be made whole.

Councilman Stiltner asked if there are other liens. Mr. Martin said yes, two mortgages. Councilman Stiltner would like to work with him.

Councilman Ford asked that the City Attorney to work out an agreement that Mr. Martin can afford while making the City whole. He wants the property back on the tax rolls and fixed up.

Mayor Green cautioned Council on not being consistent.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Mr. Noftall asked the City Manager if there is a forensic review of the Dunlawton project. Mr. Harden said no, he will provide an expected completion date.

Phil Klema, citizen, invited Council and the public to the Port Orange Founders Day celebration on Friday at the Port Orange Historical Trust.

Mike Gardner, citizen, addressed Council regarding funds to pay for items brought before Council.

COUNCIL COMMENTS

13. Comments/Concerns from Council Members

Councilman Ford asked when a discussion would be held regarding the berm. Mr. Harden advised that it is on the agenda tonight. Councilman Ford asked if the drainage projects are moving forward. Mr. Harden said Staff is working to solicit proposals from engineering firms, which will be brought to Council as soon as possible.

Councilman Burnette thanked those involved with the Jazz Fest over the past weekend. He asked Council to consider adding Andrew Kidd to the Memorial Park. He would also like to recognize Kristina Ziegler, a Freshman at Atlantic High School. She is the State Champion in tennis.

Vice Mayor Bastian thanked the recent retirees for their service.

Councilman Stiltner thanked City Staff for the Jazz Fest and Art Show. He also mentioned the retirements particularly within the Police Department. He proposed a finalist list being ready and presented to the new City Manager upon the hiring. He wants overlap between Chief Monahan and the new Police Chief. He discussed a lien amnesty program as is done in other cities. He would like to discuss a program such as Sanford's. He believes there are still issues with the landscaping maintenance contract.

Mayor Green thanked Ricky Wilker for his service to the City. He asked the City Manager about the process for a new Police Chief. Mr. Harden said Staff is already working on it so there is enough overlap.

CONSENT AGENDA

14. Approval of Minutes
 - a) April 7, 2015 - Regular City Council Meeting
15. March 2015 Project Manager's Report
16. Stormwater Maintenance Progress
17. Award of Bids and Contracts
 - a) Award Bid #15-14, Williamson Blvd Regional Lift Station Project, to McMahan Construction Company.
 - b) Task Authorization No. 2 to Quentin L. Hampton Associates, Inc. for Engineer of Record Services for Williamson Blvd. Regional Lift Station
 - c) Employee Health Insurance Renewal and Amendment with Florida Health Care
 - d) Second Amendment To School Use Agreement
 - e) Change Order No 1 to our Contract for Services with HD Supply Water Works, Ltd
 - f) Task Authorizations No 4 and 5 to our Agreement for Services with Danus Utilities for Sewer System Rehabilitation plus authorization of additional purchases.
 - g) Addendum 8 to the Quentin Hampton contract for inspection services.
 - h) Task Authorization No. 2 to Wade Trim, Inc. for Construction Contract Administration of the Williamson Blvd. Regional Lift Station

- i) Change Order No 1 to the Standard Contract for Services with Allied Universal Corporation.

18. Construction Inspection Services for Cambridge Canal Bank Armoring and Pump Station Improvements.

19. Request to Increase Expenditure Authorization for Remedy Temporary and Employee Leasing Services.

20. Resolution No. 15-25 - Supporting Volusia County Charter Amendment Regarding Beach Driving/Access

Motion to approve the Consent Agenda as modified was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

Item 16 – Stormwater Maintenance Progress

Mr. Nofall asked what is going to be done with the fees previously collected for stormwater that appears to not have been used for stormwater. Mayor Green asked for a timeframe and cost for a review. Mr. Harden believes it would be \$15-20,000 and could take several months. Vice Mayor Bastian asked for a one-year review. Councilman Ford asked what positive will come of it. He doesn't support spending more money to find out what they already believe to be true with these funds. He wants to see tough accounting and a strong Finance Department. He asked for a policy within Public Works to ensure the proper spending. Council agreed.

Councilman Burnette believes there should be internal auditing for every department at least every three years.

Mr. Nofall believes the funds collected should be used to help those who are flooding. He thinks there is a lack of controls in many departments.

Motion to accept the report was made by Councilman Burnette, and Seconded by Vice Mayor Bastian.

Mr. Gardner believes a dollar value needs to be placed on the amount of drainage fees misused.

Motion carried unanimously by roll call vote.

Item 17c – Employee Health Insurance Renewal and Amendment with Florida Health Care

Mr. Noftall asked how the health benefits are determined. Mr. Harden advised that the labor contracts require the City to pay for single coverage for employees.

Donna Steinebach, Administrative Services Director, advised that utilization has been high which is leading to an increase in health costs. Staff has encouraged employees to utilize the wellness center rather than going to the emergency room/hospital.

Councilman Stiltner doesn't believe City Staff should be negotiating the insurance contract and rates.

Mr. Harden reminded Council that they authorized Staff to negotiate the contract.

Councilman Burnette supported hiring a company to negotiate and piggyback.

Councilman Ford cautioned Council on hiring a broker. Last year it cost the City \$60,000 and still received an increase. He doesn't remember being asked what Council wants relating to benefits.

Motion to approve was made by
Councilman Ford, and Seconded by
Councilman Burnette.

Allen Flores, Brown and Brown Broker, advised that they were able to provide a savings of \$80,000 (7.5% reduced to 5.6% increase in rates). He believes he can make a difference in the future. He suggested preparing and submitting an RFSQ to find a broker for next year.

Mr. Noftall doesn't believe the changes are good changes to the health plan.

Motion carried 3-2 by roll call vote with
Councilman Burnette and Stiltner voting
no.

Motion to solicit qualifications through
an RFSQ for an insurance agent was
made by Vice Mayor Bastian, and
Seconded by Councilman Stiltner.
Motion carried 3-2 by roll call vote with
Councilman Ford and Mayor Green
voting no.

Item 17g – Addendum 8 to the Quentin Hampton contract for inspection services.

Councilman Ford asked Council to develop a policy that the design, inspection, and management portions of projects be separated. Mr. Harden advised that this item does just that.

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

Item 20 - Resolution No. 15-25 - Supporting Volusia County Charter Amendment Regarding Beach Driving/Access

Mayor Green read Resolution No. 15-25.

RESOLUTION NO. 15-25

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, SUPPORTING THE VOLUSIA COUNTY COUNCIL CONSIDERATION OF AN AMENDMENT TO THE VOLUSIA COUNTY CHARTER REQUIRING A REFERENDUM VOTE OF THE CITIZENS PRIOR TO REDUCING MOTORIZED BEACH ACCESS AND BEACH DRIVING; PROVIDING DIRECTION TO THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 15-25 was made by Councilman Burnette, and Seconded by Councilman Ford. Motion carried unanimously by roll call vote.

Greg Gimbert, citizen, thanked Council for their support of a referendum regarding beach driving/access.

Motion carried unanimously by roll call vote.

REGULAR AGENDA

21. First Reading - Ordinance No. 2015-6 - Alcohol Permitting for Public and Private Events Held on Public Property

Mayor Green read Ordinance No. 2015-6.

ORDINANCE NO. 2015-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 6-3 RELATING TO DRINKING IN PUBLIC; AMENDING SECTIONS 50-31 AND 50-36 REGARDING COMMUNITY

CENTER RESTRICTIONS ON ALCOHOL USE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-6 on first reading was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Councilman Stiltner asked if a wine walk would be allowed in an Art Fest such as this past weekend. Susan Lovallo, Parks & Recreation Director, advised that Staff is recommending a more controlled environment with a designated area.

Motion carried 4-1 by roll call vote after no public comments with Mayor Green voting no.

22. Halifax Paving Lake Excavation Contract - Progress Report

Andy Neff, Public Utilities Director, provided details of the progress on the excavation of the lakes. There is an estimated 135,000 cubic yards remaining to be removed by September 2015. Staff has advised Halifax Paving that they need to accelerate. Halifax disagrees with these numbers.

Councilman Burnette believes action needs to be taken at the next report if he hasn't hit the right numbers.

Councilman Ford asked Mr. Harden to prepare a contingency plan so that we are not in violation of the State requirements.

Councilman Stiltner asked that Halifax Paving attend future meetings to discuss the progress. Mayor Green asked that all communication be in writing with receipts to show he has received the communications.

Mr. Gardner asked what other items need to be completed at the end of the contract. Mr. Neff provided examples of restoration items that need to happen at the end of the project.

Mr. Noftall asked who is doing the survey. Mr. Neff said Halifax Paving hired the surveyor pursuant to the agreement with Council. City Staff provides the calculations from the survey.

23. Approval to reject single response for Bid B15-21, Sale of Dirt

Mr. Neff explained the bid solicitation. Staff recommended rejecting the single bid from Halifax Paving and wait for better market conditions.

Mayor Green suggested an evaluation of the quality of the dirt to be sold.

Councilman Burnette suggested stock piling the dirt until it is needed for City projects.

Motion to reject bid and not re-advertise
was made by Councilman Burnette, and
Seconded by Vice Mayor Bastian.
Motion carried unanimously by roll call
vote.

24. Contract Award to Benson Construction Company, Inc. for Golf Course Renovations.

Ms. Lovallo provided details of bid #15-19 and options from those bids. Staff recommended Option B in the amount of \$684,620.52 as proposed by Benson Construction Company.

Councilman Ford discussed this item with the Golf Board. He supported Option C to deal with the flooding at the driving range. Mr. Harden said there is dirt that will need to be moved that can be used at the driving range otherwise, it will cost to remove the dirt. Option C will require an additional \$34,000 +/-.

Councilman Burnette also supported getting the whole project done as it is overdue.

Councilman Stiltner expressed concern regarding the references provided regarding Benson Construction Company. Councilman Ford explained some discussion from the Golf Board relating to the references. They are not as negative as it appeared. He would like to get the whole project completed.

Richard Lee, citizen, thanked Council for their work on the course. He expressed concern with the flooding of the driving range.

Jane Taylor, citizen, asked Council to support a full renovation.

Bob Jackson, citizen, believes the clubhouse is important to renovate as well and thanked Council for the renovations on the course.

Option A was discussed; however, there is no down time of the greens.

Motion to approve Option C and ask the
City Manager to supply the funds from

the clubhouse to cover the increase was made by Councilman Ford, and
Seconded by Mayor Green.

Councilman Ford thought the short game was not going to be renovated at this time to allow an outside vendor to provide input.

Susan Lovallo, Parks & Recreation Director, provided details of the practice areas and the proposed changes in Option A. There will be no down time for the golf course when/if the restaurant is renovated later.

Motion to amend Option C to include the short game on the front green only was made by Councilman Burnette, and
Seconded by Councilman Stiltner

Mr. Lee explained the differences in the practice areas and advised Council that moving the green to the back by the 18th hole is not ideal for golfers.

Motion to amend was withdrawn by Councilman Burnette, and Second was withdrawn by Councilman Stiltner.

Mr. Nofall asked where the money is coming from for the renovations. Councilman Ford advised that the renovations have been budgeted. Mr. Nofall asked what the balance is in the account. Tracey Riehm, Finance Director, advised that the account has approximately \$2.7 million of unassigned funds. Mr. Nofall asked about fund balances as reported at the golf course. He would like copies of any draft reports from Finance relating to these funds.

Motion carried unanimously by roll call vote.

25. Dunlawton Avenue Drainage Improvements, Permit No. 29869-4

Mr. Harden advised Council that a letter was received by the St. Johns Water Management District regarding the 38x60-inch ERCP that did not contain a flap-gate and the berm north of Dunlawton Avenue that was not constructed under the permit. They are requiring an amendment to the permit or the items to be completed.

Mayor Green asked that this be done during a workshop so that all issues can be discussed with the correct people.

Motion to table until the workshop on April 28, 2015 was made by Councilman

Ford, and Seconded by Councilman
Burnette.

Councilman Stiltner asked if the amendment as recommended by Staff would prevent Council from doing the items at a later date. Mr. Harden said no, it could be re-visited later. The City Attorney is looking into the right-of-way issue.

Councilman Ford expressed concern regarding issue with the right-of-way. He wants to move forward. Ms. Roberts will provide information on her research at the workshop on April 28, 2015.

Councilman Burnette asked Staff to be prepared to discuss the investigative report done by Dave Meyer.

Paul Rosier, citizen, addressed Council regarding his idea to help with the flooding. He supports the building of the berm.

Dianne Gardner, citizen, asked if the engineering was bad originally or bad now. She expressed her concerns with the flooding and supports the berm being built.

Vice Mayor Bastian is concerned with the berm because of the possibility of making the flooding worse.

Mr. Nofall asked for the forensic accounting review to be completed for the workshop. He asked why the City's Engineer hasn't provided an opinion as to the berm.

Motion carried unanimously by voice
vote.

COMMENTS

26. City Attorney Comments

Margaret Roberts, City Attorney, advised that the City needs an attorney for the Dangerous Dog Board Hearings. She asked for authorization to utilize Raymond Branch for an upcoming hearing. She doesn't expect the cost to be more than \$1,000. Council agreed.

Ms. Roberts advised that \$2,000 is needed for an attorney to assist with the Golf Course licensing. Council agreed.

Ms. Roberts advised that engineers in the field and the City Manager need to make decisions on the spot that may at times exceed \$25,000 and for the project to continue to move forward without unnecessary delays, Staff needs authorization from Council to allow the City Manager to authorize expenditures on an emergency type basis. Those

expenditures would be brought back to Council for ratification at the next available meeting.

Councilman Ford expressed concern but understands the expense involved in demobilizing and stopping a job. He asked the City Attorney to draft a policy that requires the item to come to Council at the next possible meeting for ratification.

Ms. Roberts asked for flexibility on contract administration with separate engineers for inspection and design. Councilman Ford wants it all separated. Ms. Roberts asked Council to think about this topic longer and provide her with direction.

- Settlement in the case of Raymond Bartlett vs. City of Port Orange - Case No. 2014-30795

Matt Jones, Assistant City Attorney, advised Council of the settlement agreement being proposed. Consensus of Council was to approve.

27. Interim City Manager Comments

Mr. Harden advised Council that a representative of Trader Joe's is interested in a building in Eastport. He advised Council that the Mayor or City Manager signing the Subdivision Agreements is a ministerial duty.

M. COUNCIL COMMITTEE REPORTS

28. City Council Committee Reports

- a) Volusia League of Cities – No report provided.
- b) ArtHaus – Councilman Burnette reported the Funnier and Funkier fundraiser is scheduled for April 30, 2015. All are welcome.
- c) Port Orange/South Daytona Chamber of Commerce – Councilman Burnette reported that next Wednesday is a breakfast with County Council Members.
- d) Roundtable of Volusia County Elected Officials - Meeting held 4/13/15 – Mayor Green was unable to attend.

ADJOURNMENT: 9:39 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/05/2015

Consent item: Yes

SUBJECT: Resolution No. 15-23 - Public Records Fees

DEPARTMENT: City Clerk

RECOMMENDED MOTION: Move to approve Resolution No. 15-23, revising and establishing City fees for public records production consistent with current Florida Statutes, Chapter 119.

SUMMARY: City Staff regularly reviews current practices and fees regarding public records requests to determine if revisions are necessary based upon best practices and/or changes to State law. The attached resolution adopts the following changes:

- Clarifying that each document larger than 11x17 will be charged actual costs of duplication;
- Adding a cost for black/white copies sized 24x36;
- Clarifying the cost for GIS maps by size of the map;
- Other minor clean-up items to streamline the resolution.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Reso. No. 15-23	Reso. No. 15-23 - Public Records Fee Policy.doc
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Fenwick, Robin
Harden, David
Roberts, Margaret
Harden, David

Created/Initiated - 03/27/2015
Approved - 03/27/2015
Approved - 04/30/2015
Final Approval - 04/30/2015

RESOLUTION NO. 15-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, TO REVISE AND ESTABLISH CITY FEES FOR PUBLIC RECORDS REQUEST PRODUCTION AND OTHER SERVICES IN CONFORMANCE WITH FLORIDA STATUTES CHAPTER 119; SUPERSEDING ANY PRIOR RESOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange receives requests for various types of public records; and

WHEREAS, the City of Port Orange incurs administrative expenses to record and organize activities, programs, plans and events of interest to the public; and

WHEREAS, additional costs are occasionally incurred in providing open access to a wide array of public records and in producing public records; and

WHEREAS, the City Council desires to have such costs borne by persons requesting records to the extent allowed by law; and

WHEREAS, Florida Statutes Chapter 119.071(b) authorized the City Council to establish reasonable charges and fees for public records.

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

Section 1. The City Council hereby revises and establishes the fees for public records requests and other services as set forth on Exhibit A, attached hereto and made a part hereof.

Section 2. This Resolution shall supersede all prior rate resolutions, including Resolution No. 08-05 and Resolution No. 12-18.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this resolution, or application hereof, is for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion or provision and such holding shall not affect the validity of the remaining portions or applications here.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of April, 2015.

Reviewed and Approved: _____
City Attorney

EXHIBIT A

CITY OF PORT ORANGE
FEES FOR PUBLIC RECORDS PRODUCTION AND OTHER SERVICES

~~\$0.15 per 1-sided black/white copy which also includes police, crash and T.H.I. reports~~
~~\$0.20 per 2-sided black/white copy which also includes police, crash and T.H.I. reports~~
\$0.50 per 1-sided color copy
\$0.75 per 2-sided color copy
Documents larger than 11x17 - actual cost of duplication
\$0.50 per black/white copy (size 24x36)
\$1.00 per document to be certified
\$1.00 per GIS color map page (size 11x17 or smaller)*
\$9.00 per GIS color map page (size larger than 11x17)*
\$1.00 per CD or DVD
~~Audio Cassette Tape, VHS tape, or floppy disk — actual cost of duplication~~
~~Photographs (any size) — actual cost of duplication~~
\$5.00 Fingerprints, Resident
\$7.00 Fingerprints, Non-Residents
\$5.00 Notary Service – per non City related document
~~\$5.00/day Impound Storage (not sheltered)~~
\$5.00 Garage Sale Permit
\$24.00** Solicitor's background check
\$5.00 ~~Other~~ Port Orange Police Department background checks
\$25.00 per parcel - One week turn-around time for lien search service
\$50.00 per parcel - Expedited lien search service with response in 48 hours

Procedures are set forth in City Policy 1-47 for assessing fees for processing public records requests (1) which require extensive use of information technology resources, (2) which require extensive clerical and/or supervisory assistance by personnel of the city, (3) in a medium requested which the City does not ordinarily use, but which the City can provide as requested, or (4) where the City can satisfy a request for records not routinely developed or maintained by the city that requires a substantial amount of research, examination or programming.

*GIS Maps include but are not limited to Zoning maps, land use maps, zip code maps, precinct maps, etc.

**actual cost as amended by FDLE (Florida Department of Law Enforcement)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/05/2015

Consent item: No

SUBJECT: Resolution No. 15-27 - Various Budget Items

DEPARTMENT: Finance

RECOMMENDED MOTION: Approve Budget Resolution No. 15-27

SUMMARY: Resolution No. 15-27 - Various Budget Items

*Reduce/Close Out FDEP Grant S0612 for Dunlawton Drainage Improvements *Tree Mitigation

*LAP Agreement 433666-1-58/6801 Westbound Right Turn Lane and Intersection Improvements at Herbert St. and Clyde Morris Blvd.

*Re-purpose Drainage funds, that originated from the General Fund, to fund Phase I of the Compensation and Classification Study for Civil Service non-union positions that are currently making less than the minimum under the new pay scales

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Budget Resolution 15-27 for Misc Items	zm Resolution 15-27 for Misc Items - 5-05-15 CC Mtg.pdf
2.	Composite Exhibit A for Bud Reso No 15-27	zm Composite Exh A - Bud Reso 15-27 - Misc Items - 05-05-15 CC Mtg.pdf

Riehm, Tracey
Riehm, Tracey
Roberts, Margaret
Harden, David

Created/Initiated - 04/28/2015
Approved - 04/28/2015
Approved - 04/30/2015
Final Approval - 04/30/2015

RESOLUTION NO. 15 – 27

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA. APPROPRIATING OPERATING FUNDS FOR REDUCTION/CLOSE OUT OF FDEP GRANT S0612, TREE MITIGATION, LAP AGREEMENT 433666-1-58/6801, AND TO RE-PURPOSE DRAINAGE FUNDS THAT ORIGINATED FROM THE GENERAL FUND; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council accepted Florida Department of Environmental Protection (FDEP) grant S0612 in the amount of \$1,250,000 for Dunlawton Drainage Improvements and

WHEREAS, the City received tree mitigation funds from FPL and Halifax Medical Center and

WHEREAS, the City accepted Local Agency Program (LAP) Agreement FPN 433666-1-58/6801 (Contract No. ART70) for the Westbound Right Turn Lane and Intersection Improvements at Herbert Street and Clyde Morris Boulevard and

WHEREAS, the City approved the re-purposing of a portion of drainage funds, that originated from the General Fund, to fund Phase I of the Compensation and Classification Study for Civil Service non-union positions that are currently making less than the minimum under the new pay scale 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 items are hereby appropriated as

(RESOLUTION NO. 15 – 27)

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, 2014 through September 30, 2015.

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 ALLEN GREEN

ATTEST:

Robin L. Fenwick, City Clerk

Adopted on the day of

Reviewed and Approved: _____
City Attorney

FY 2015 General Fund 001
 PREPARED: 4/27/15
 FINANCE: Lisa A. Pallante

APPROVED BUDGET

REVENUES:

Appropriated Equity (for Tree Mitigation funds received in FY14)	81,317
Transfer from Drainage (to implement Phase I of Comp & Class Study)	63,649
TOTAL REVENUES:	144,966

EXPENDITURES:

Non-Departmental (Tree Mitigation Project ZCV002)	81,317
City Attorney	1,415
City Clerk	4,856
Finance	1,708
Human Resources	2,497
CD - Plan. & Dvlpmnt	1,682
CD - Comm. Imprvmnt	1,567
Fire	2,957
Police	11,687
Recreation	1,708
Recreation - Lakeside	3,874
Athletics	8,666
Admin. - pogTV	1,937
Transfer to Building Sp. Revenue Fund 109	2,613
Transfer to Water & Sewer Fund 401	9,579
Transfer to Solid Waste Fund 410	888
Transfer to Information Technology Fund 501	1,911
Transfer to Risk Management Fund 504	4,104
TOTAL EXPENDITURES:	144,966

To budget, at the project level, Tree Mitigation funds received in FY14 from FPL and Halifax Medical Center so that the funds can be utilized as uses are identified. Drainage Funds, that originated from the General Fund, are no longer needed for the Cambridge Canal Bank Stabilization project DIP056 so a portion is being re-purposed to implement Phase I of the Compensation & Classification Study for Civil Service non-union positions that are currently making less than the minimum under the new pay scale.

FY 2015 Building Special Revenue Fund 109
PREPARED: 4/27/15
FINANCE: Lisa A. Pallante

APPROVED BUDGET

REVENUES:

Transfer from General Fund	2,613
TOTAL REVENUES:	<u>2,613</u>

EXPENDITURES:

Building Division	2,613
TOTAL EXPENDITURES:	<u>2,613</u>

Drainage Funds, that originated from the General Fund, are no longer needed for the Cambridge Canal Bank Stabilization project DIP056 so a portion is being re-purposed to fund Phase I of the Compensation & Classification Study for Civil Service non-union positions that are currently making less than the minimum under the new pay scale.

FY 2015 **Transportation Impact Fee Fund 312**
PREPARED: **4/27/15**
FINANCE: **Lisa A. Pallante**

APPROVED BUDGET

REVENUES:

LAP Agreement - Westbound Right Turn Lane and Intersection Improvements at Herbert Street and Clyde Morris FPN: 433666-1-58/6801 Contract No.: ART70	296,122
TOTAL REVENUES:	296,122

EXPENDITURES:

Transportation - Grants	296,122
TOTAL EXPENDITURES:	296,122

**To budget for LAP Agreement FPN 433666-1-58/6801 (Contract No. ART70) - Westbound
Right Turn Lane and Intersection Improvements at Herbert Street and Clyde Morris
Blvd. City Project PNC014.**

FY 2015 Water & Sewer Fund 401
PREPARED: 4/27/15
FINANCE: Lisa A. Pallante

APPROVED BUDGET

REVENUES:

Transfer from General Fund	9,579
TOTAL REVENUES:	9,579

EXPENDITURES:

Customer Service	6,533
Administration	3,046
TOTAL EXPENDITURES:	9,579

Drainage Funds, that originated from the General Fund, are no longer needed for the Cambridge Canal Bank Stabilization project DIP056 so a portion is being re-purposed to fund Phase I of the Compensation & Classification Study for Civil Service non-union positions that are currently making less than the minimum under the new pay scale.

FY 2015 Solid Waste Fund 410
PREPARED: 4/27/15
FINANCE: Lisa A. Pallante

APPROVED BUDGET

REVENUES:

Transfer from General Fund	888
TOTAL REVENUES:	888

EXPENDITURES:

Solid Waste	888
TOTAL EXPENDITURES:	888

Drainage Funds, that originated from the General Fund, are no longer needed for the Cambridge Canal Bank Stabilization project DIP056 so a portion is being re-purposed to fund Phase I of the Compensation & Classification Study for Civil Service non-union positions that are currently making less than the minimum under the new pay scale.

FY 2015 **Water / Sewer Deferred Construction Fund 421**
PREPARED: **4/27/15**
FINANCE: **Lisa A. Pallante**

APPROVED BUDGET

REVENUES:

State Grant - Dept of Environmental Protection (Agreement No. S0612)	(156,721)
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TOTAL REVENUES:	<u><u>(156,721)</u></u>
------------------------	-------------------------

EXPENDITURES:

Sewer Deferred Construction	(156,721)
-----------------------------	-----------

TOTAL EXPENDITURES:	<u><u>(156,721)</u></u>
----------------------------	-------------------------

The Dunlawton Drainage Project DIP048 has been completed so the project is being closed and the revenue and expense budgets tied to grant funds are being reduced. This was a cost reimbursable grant.

FY 2015 Information Technology Fund 501
PREPARED: 4/27/15
FINANCE: Lisa A. Pallante

APPROVED BUDGET

REVENUES:

Transfer from General Fund	1,911
TOTAL REVENUES:	1,911

EXPENDITURES:

Information Technology	1,911
TOTAL EXPENDITURES:	1,911

Drainage Funds, that originated from the General Fund, are no longer needed for the Cambridge Canal Bank Stabilization project DIP056 so a portion is being re-purposed to fund Phase I of the Compensation & Classification Study for Civil Service non-union positions that are currently making less than the minimum under the new pay scale.

FY 2015 Risk Management Fund 504
PREPARED: 4/27/15
FINANCE: Lisa A. Pallante

APPROVED BUDGET

REVENUES:

Transfer from General Fund	4,104
TOTAL REVENUES:	4,104

EXPENDITURES:

Risk Management	4,104
TOTAL EXPENDITURES:	4,104

Drainage Funds, that originated from the General Fund, are no longer needed for the Cambridge Canal Bank Stabilization project DIP056 so a portion is being re-purposed to fund Phase I of the Compensation & Classification Study for Civil Service non-union positions that are currently making less than the minimum under the new pay scale.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/05/2015

Consent item: Yes

SUBJECT: License Agreement - Zantila Way, Waters Edge PUD, Phases VIII and XII

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to approve and to authorize the Mayor and City Clerk to execute a License Agreement over the proposed Zantila Way Right-of-Way for Intervest at Waters Edge, Ltd. and provide that the License shall be effective upon recording.

SUMMARY: Charlene Irland, Vice President of Intervest at Waters Edge, Ltd., has applied to the Community Development Department to enter upon and to utilize a portion of the proposed Zantila Way right-of-way for the purpose of installing entry features for Waters Edge Phase XII including decorative roadway pavers, landscaping, irrigation, and vinyl fencing with brick columns (hereinafter collectively referred to as the "Improvements") as depicted in Exhibit "A". A proposed deed for the right-of-way within Phase VIII is attached and held in escrow. The City Attorney will record the deed simultaneous with the recording of the plat for Phase XII.

The License Agreement Application has been reviewed for completeness and accuracy. The area has been inspected with respect to City Codes and possible effects on adjacent properties resulting in no outstanding concerns. A building permit application has been submitted for the proposed vinyl fencing with brick columns. The Licensee assumes all responsibility for the maintenance and, if necessary, replacement of the Improvements depicted in Exhibit "A". The City reserves the right to remove or cause to be removed, the Improvements without any liability to the City or obligation to replace the same upon completion of any City project requiring removal or repair of the Improvements.

The Licensee agrees to routinely inspect the Improvements and notify the City in writing of any condition that would constitute a hazard to vehicular traffic or pedestrians. Should the property owner fail to abide by requirements in the agreement, it provides the City with the ability to take necessary corrective actions at the expense of the Licensee. The recommended motion may be approved to the extent that license agreement recording will occur after the Phase XII subdivision plat and the Phase VIII subdivision roadway deed and Right-of-Way dedication are approved and recorded.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	License Agreement	Waters Edge ROW License Agreement.pdf
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2.	Phase I Photo	phase 1 photo.pdf
3.	Phase XII Deed	Phase VIII Deed.pdf

Momberger, Margaret
Momberger, Margaret
Roberts, Margaret
Harden, David

Created/Initiated - 04/21/2015
Approved - 04/21/2015
Approved - 04/30/2015
Final Approval - 04/30/2015

Return Recorded Document to:
Attention: Records Clerk
1000 City Center Circle
Port Orange, FL 32129

This Document Prepared by:

Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, FL 32129

Parcel No.: 7306-04-00-8220

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this _____ day of _____, 2015 by and between the City of Port Orange, Florida, a chartered municipal corporation, 1000 City Center Circle, Port Orange, FL 32129, ("City"/ "Licensor"); and Intervest at Waters Edge, Ltd., a Florida limited partnership, whose mailing address is 2379 Beville Rd., Daytona Beach, FL 32129 and Waters Edge at Port Orange Homeowners Association, Inc., a Florida not for profit corporation, whose mailing address is P.O. Box 291282, Port Orange, FL 32129, ("Licensees").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensees have agreed on an improvement plan, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensees hereby warrant to the City that the Licensees have full power and authority to enter in this Agreement, and that the Licensees agree to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensees are the owners of real property located in the Waters Edge Phase VIII Subdivision recorded in Map Book 48, Page 205 and Waters Edge Phase XII Subdivision, recorded in Map Book _____, Page _____, Public Records of Volusia County, Florida, hereinafter that "Subject Property", described on **Exhibit "B"**; and

WHEREAS, Licensees hereby acknowledge that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed improvements.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensees a license to enter upon and to utilize the right-of-way known as Zantila Way located and situated in Port Orange, Volusia County, Florida, adjacent to the Subject Property, as depicted on **Exhibit "B"** for the purpose of placing decorative pavement, landscaping and other amenities on the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensees jointly and severally assume all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

4. The Licensees agree, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensees and at the sole cost and expense of the Licensees.

5. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for the purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensees. If the Improvements are not removed with the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensees may replace the Improvements after the City repair or maintenance; and the Licensees shall be responsible for any and all expenses of the replacement of Improvements.

6. The Licensees agree that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

7. The license granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensees or maintained in their

present state by the City and without further right or obligation by the Licensees. If the Licensees terminate this Agreement or otherwise fail to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the city resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against all lots located within the Waters Edge Phase XII Subdivision, recorded in Map Book _____, Page _____, Public Records of Volusia County, Florida. The City shall be the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

9. The license is given to the Licensees as an accommodation to the Licensees without any consideration. The Licensees acknowledge the legal title to the City to the right-of-way property described herein and agree never to deny such title or to claim title in the Licensees' name.

10. The license is personal to the Licensees and shall not inure to the successors or assigns of the Licensees. The rights, privileges and permission granted herein shall not be assignable by the licensees in whole or in part. Upon the sale or transfer by the Licensees of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing improvements to remain in the right-of-way.

11. The Licensees shall exercise the rights, privileges and permission granted herein at the Licensees own risk. Licensees shall make monthly inspections of the paver surface within the right-of-way and the remaining Subject Property; and shall immediately repair any deviation in the surface. The Licensees shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensees agree to maintain a general liability insurance having a minimum coverage of **Three hundred Thousand Dollars (\$300,000.00)** and to name the City of Port Orange as an additional insured for the purposes of this License. In the event that the Licensees allow the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior to written notice to Licensees that the insurance had elapsed or expired. Further, the Licensees shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensees, their invitees and members of the public, the exercise of the license granted by this Licenses Agreement, the failure on the part of the Licensees to comply with any of the provisions specified herein, of the City's removal of any improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensees if for any reason the Licensees' use of the Subject Property is hindered or disturbed.

Page 3

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and to Intervest at Waters Edge, Ltd., 2379 Beville Rd., Daytona Beach, FL 32129 for the Licensees, or as otherwise designated in writing to all respective parties.

13. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensees agree to pay the City an amount equal to this applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

14. This License Agreement constitutes the entire agreement the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument or equal formality signed by the respective parties.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the City has hereunto caused this License Agreement to be executed under seal and on its behalf the day and year first above written.

WITNESSES:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

LICENSOR:

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: _____
Allen Green, Mayor

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

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing License Agreement was acknowledged before me this _____ day of _____, 2015, by Allen Green, as Mayor, who executed the foregoing instrument on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who: ☐ is personally known to me, or ☐ has provided the following identification _____.

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

Date:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing License Agreement was acknowledged before me this _____ day of _____, 2015, by Robin L. Fenwick, as City Clerk, who executed the foregoing instrument on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who: ☐ is personally known to me, or ☐ has provided the following identification _____.

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

Page 5

WITNESSES:

LICENSEES:

Intervest at Waters Edge, Ltd., a
Florida limited partnership

By: Intervest Construction, Inc., a
Florida corporation, its managing partner

Printed Name: _____

By: _____
Printed Name: Charlene B. Irland
Title: Vice President

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing License Agreement was acknowledged before me this _____ day of _____, 2015, Charlene B. Irland, Vice President who executed the foregoing instrument on behalf of the **Intervest at Waters Edge, Ltd.**, a Florida limited partnership, and who: ☐ is personally known to me, or ☐ has provided the following identification

_____.

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

WITNESSES:

LICENSEES:

Waters Edge at Port Orange Homeowners
Association, Inc.
Florida not for profit corporation

Printed Name: _____

By: _____
Printed Name: Lauren Cowan
Title: President

Printed Name: _____

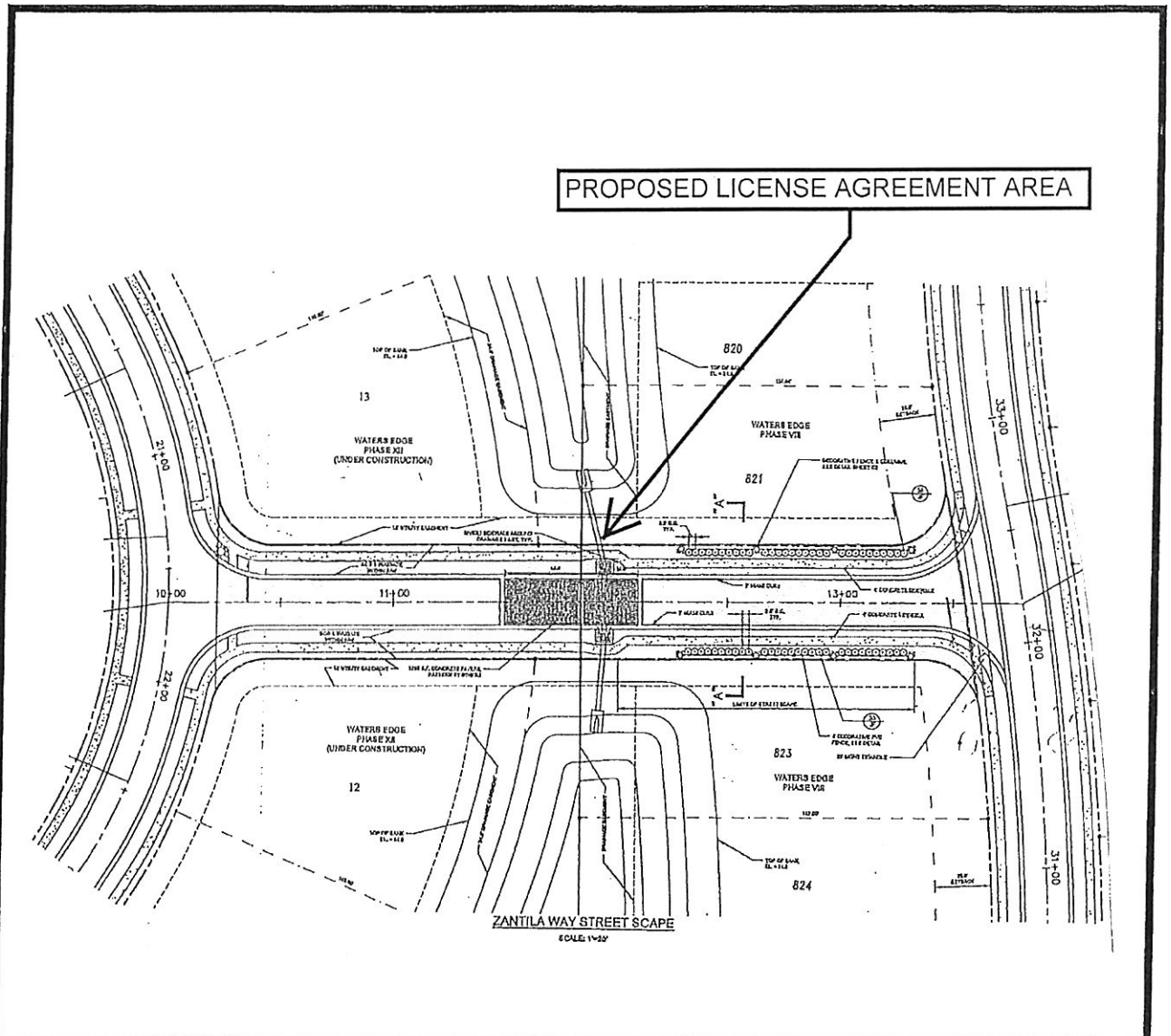
(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing License Agreement was acknowledged before me this _____ day of _____, 2015, Lauren Cowan, President who executed the foregoing instrument on behalf of the **Waters Edge at Port Orange Homeowners Association, Inc.**, a Florida not for profit corporation, and who: ☐ is personally known to me, or ☐ has provided the following identification _____.

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

EXHIBIT "A"



Case No.: 15-97500001	Requested Action: To approve and authorize the execution of a right-of-way license agreement for a decorative paver portion of roadway, landscaping, irrigation, and vinyl fencing with brick columns in the proposed Zantila Way right-of-way	Applicant: Intervest at Waters Edge, Ltd.
Location: Proposed Zantila Way Right-of Way, Waters Edge - Phase VIII and Phase XII subdivisions		



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

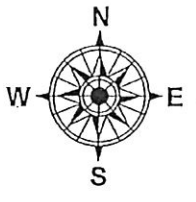
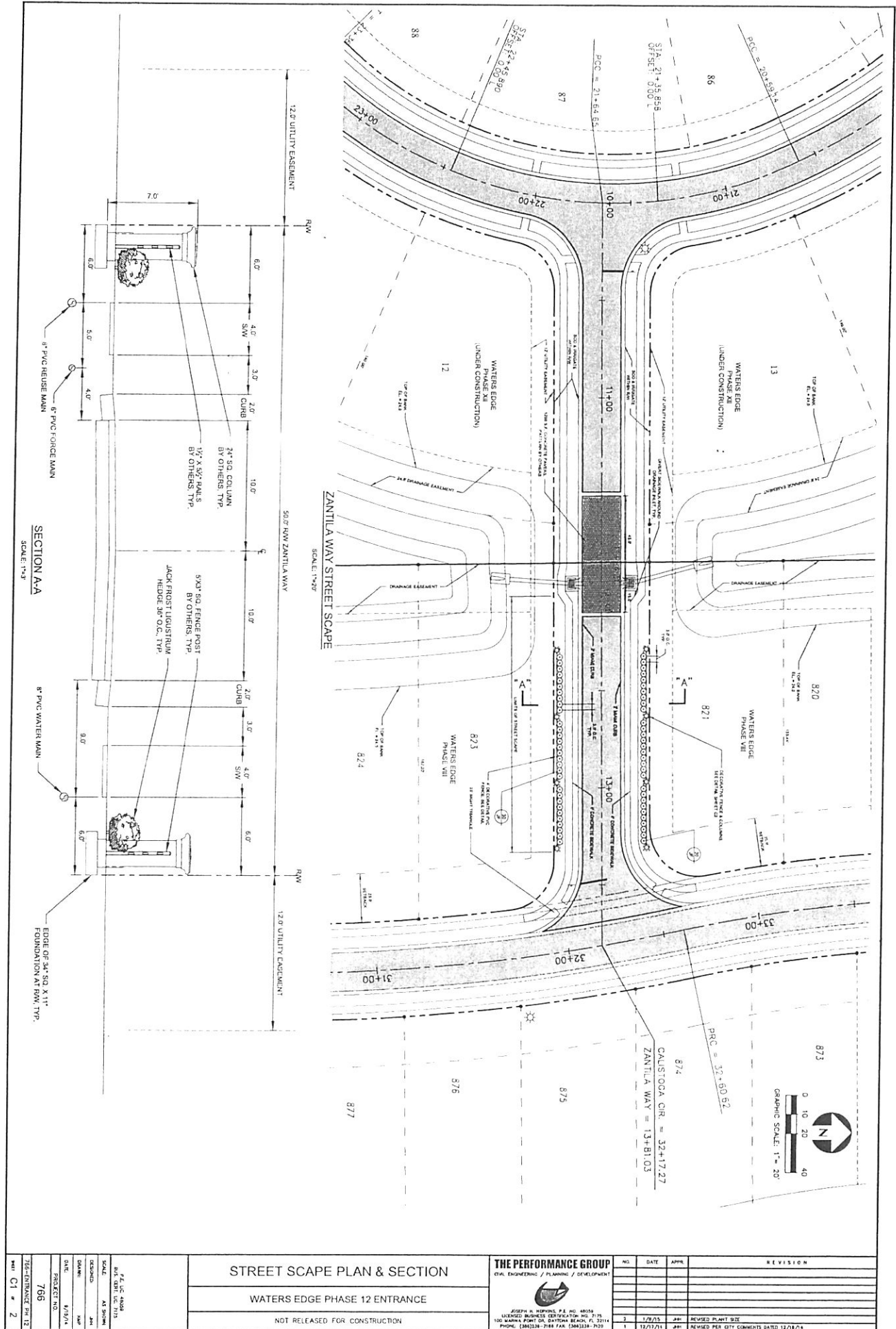


EXHIBIT "A"



STREET SCAPE PLAN & SECTION

WATERS EDGE PHASE 12 ENTRANCE

NOT RELEASED FOR CONSTRUCTION

THE PERFORMANCE GROUP

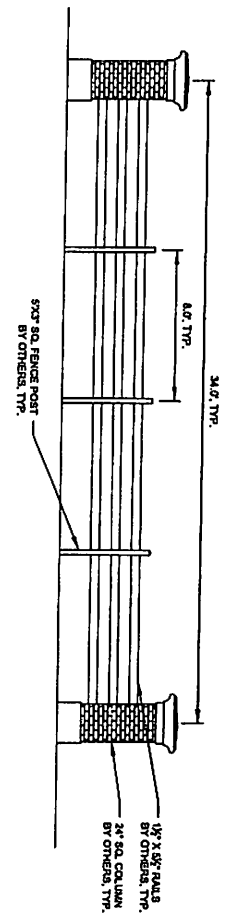
CIVIL ENGINEERING / PLANNING / DEVELOPMENT

1000 N. GARDEN ST. SUITE 100
SANTA ANA, CA 92701
PHONE: (949) 440-1111 FAX: (949) 440-1112

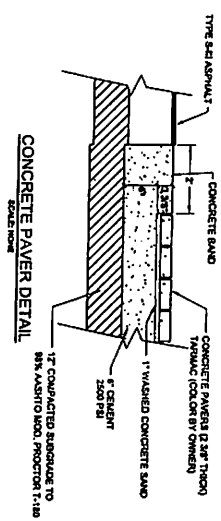
NO.	DATE	APP.	REVISION
1	1/2/01	APP.	REVISED PER CITY COMMENTS DATED 12/18/00
2	1/2/01	APP.	REVISED PER CITY COMMENTS DATED 12/18/00
3	1/2/01	APP.	REVISED PER CITY COMMENTS DATED 12/18/00

DATE	1/2/01
SCALE	AS SHOWN
DRAWN	JAN
CHECKED	JAN
PROJECT NO.	766
DATE	1/2/01
THE-ENGINEER INC. 12	

EXHIBIT "A"

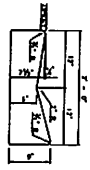


PVC DECORATIVE FENCE DETAIL



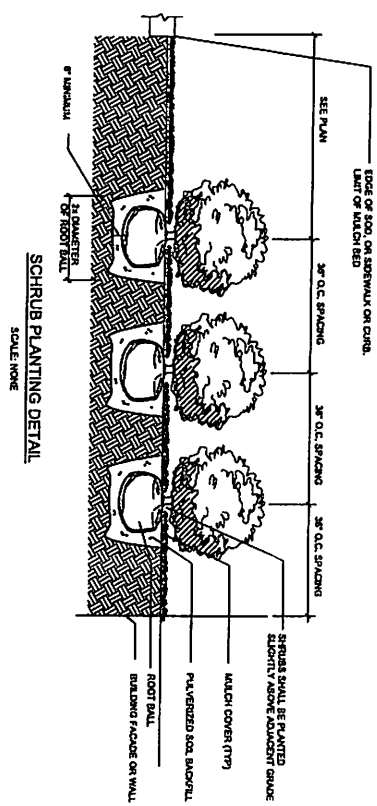
CONCRETE PAVEMENT DETAIL

MIAMI CURB AND GUTTER DETAIL



PLANT LIST

Amount	Key	Botanical Name	Common Name	Size (ft.)	Height (ft.)	Spread (ft.)	Color	Notes	Remarks
10	1	1	1	1	1	1	1	1	1
10	2	2	2	2	2	2	2	2	2
10	3	3	3	3	3	3	3	3	3
10	4	4	4	4	4	4	4	4	4
10	5	5	5	5	5	5	5	5	5
10	6	6	6	6	6	6	6	6	6
10	7	7	7	7	7	7	7	7	7
10	8	8	8	8	8	8	8	8	8
10	9	9	9	9	9	9	9	9	9
10	10	10	10	10	10	10	10	10	10



SHRUB PLANTING DETAIL

STREET SCAPE DETAILS

WATERS EDGE PHASE 12 ENTRANCE

NOT RELEASED FOR CONSTRUCTION

THE PERFORMANCE GROUP

ONE DORCHESTER PLAZA / SUITE 200 / BOSTON, MA 02114

TEL: 617-552-1111 FAX: 617-552-1112

WWW.PERFGRP.COM

NO.	DATE	APPR.	REVISION
1	10/1/01	HP	REVISED PER CITY COMMENTS
2	10/1/01	HP	REVISED PER CITY COMMENTS

P.L. 01-0000

DATE: 10/1/01

BY: [Signature]

CHECKED: [Signature]

DATE: 10/1/01

PROJECT NO.: 766

766

766

766

766

EXHIBIT "B"

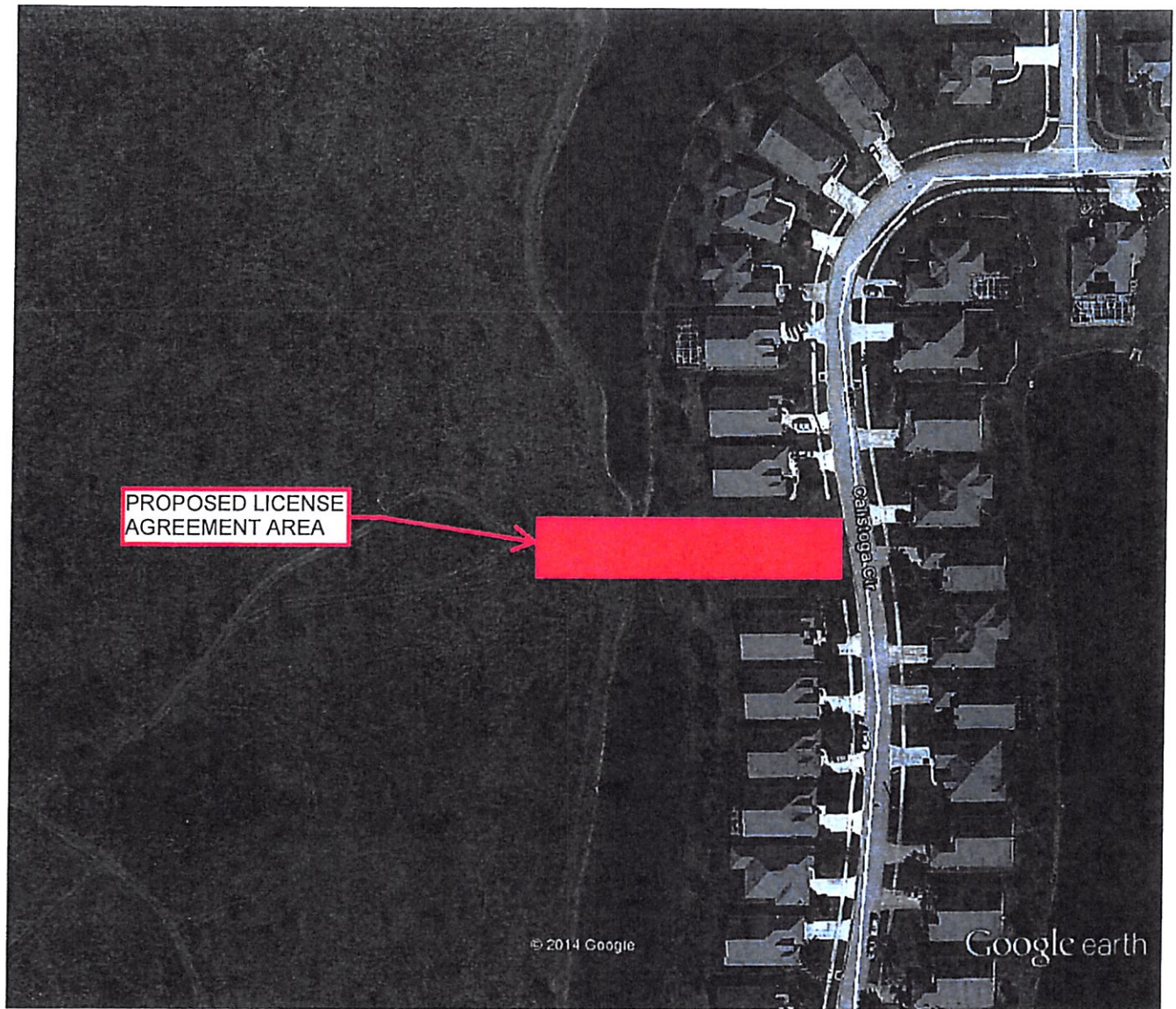
LEGAL DESCRIPTION:

A PORTION OF LOTS 821, 822, AND 823, WATERS EDGE – PHASE VIII AS RECORDED IN PLAT BOOK 48, PAGES 205-207 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 822, RUN N00°49'50"W 50.00 FEET ALONG THE WESTERLY LINE OF SAID LOT 822 TO A POINT 50.00 FEET NORTH OF WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 822; THENCE N89°10'11"E, PARALLEL TO THE SOUTHERLY LINE OF LOT 822, A DISTANCE OF 136.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 100°01'10" AND A CHORD BEARING OF N39°09'36"E, THENCE RUN NORTHEASTERLY ALONG ARC OF SAID CURVE 43.64 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 822 AND THE WESTERLY RIGHT-OF-WAY LINE OF CALISTOGA CIRCLE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 01°17'18" AND A CHORD BEARING OF S11°29'39"E; THENCE RUN SOUTHEASTERLY ALONG ARC OF SAID CURVE AND ALONG THE EASTERLY LINE OF LOT 822 AND THE WESTERLY RIGHT-OF-WAY LINE OF CALISTOGA CIRCLE 16.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 04°55'48" AND A CHORD BEARING OF S09°40'24"E, THENCE RUN SOUTHEASTERLY ALONG ARC OF SAID CURVE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE EASTERLY LINE OF SAID LOTS 821, 822, AND 823, A DISTANCE OF 86.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 83°37'19" AND A CHORD BEARING OF N49°01'10"W, THENCE NORTHWESTERLY ALONG ARC OF SAID CURVE, 36.49 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 822; THENCE S89°10'11"W ALONG THE SOUTHERLY LINE OF SAID LOT 822, A DISTANCE OF 152.98 FEET TO THE POINT OF BEGINNING.

AND

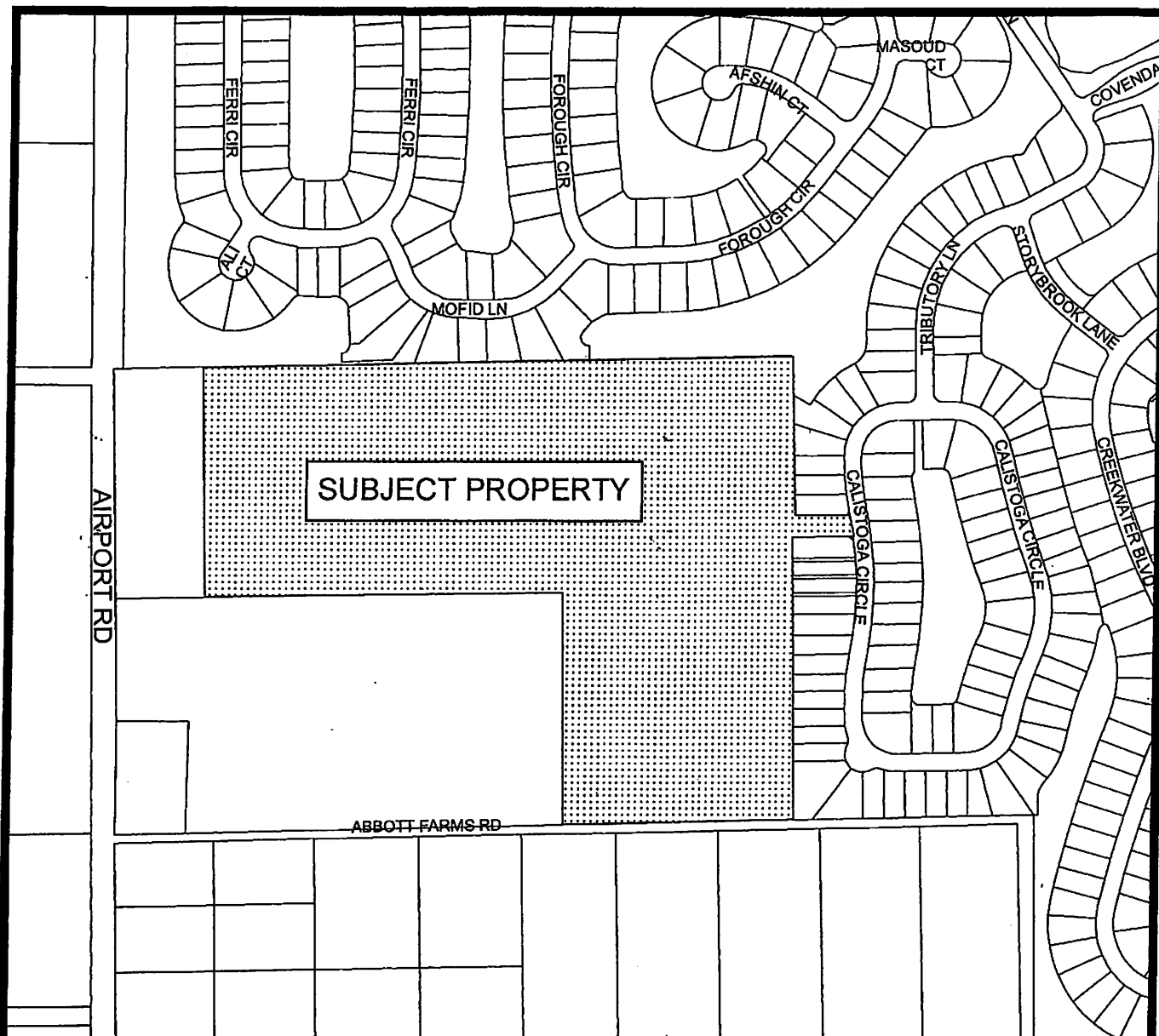
THAT PORTION OF THE ZANTILA WAY RIGHT-OF-WAY AS DEDICATED TO THE CITY OF PORT ORANGE BY THE PLAT OF WATERS EDGE – PHASE XII AS RECORDED IN MAP BOOK _____, PAGES _____ THROUGH _____, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



Google earth

feet 500
meters 100





Case No.: 15-97500001

Applicant: Intervest at Waters Edge, Ltd.

Location: Proposed Zantila Way
Right-of Way, Waters Edge -
Phase VIII and Phase XII
subdivisions

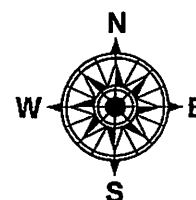
Requested Action: To approve and authorize the execution of a right-of-way license agreement for a decorative paver portion of roadway, landscaping, irrigation, and vinyl fencing with brick columns in the proposed Zantila Way right-of-way



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





CITY OF PORT ORANGE

Department of Community Development
Engineering Division

DATE APPLICATION RECEIVED

15-97500001

1/5/15

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 (386) 506-5600 FAX: 386-506-5699
(www.port-orange.org)

APPLICATION FOR IMPROVEMENTS IN THE RIGHT-OF-WAY

Applicant/Owner's Name: Charlene B Irland, Vice President, Intervest at Waters Edge, Ltd

Address: 2379 Beville Road, Daytona Beach, FL 32119 Phone: 386-236-4163

Property Address/Location: Proposed Zantila Way Right of Way

Subdivision Name (If applicable): Waters Edge PUD, Phase VIII and proposed Phase XII

Description of Request: Phase XII subdivision entry

Speed Limit for Subject Road: 25 mph Type of Curbing: 2-ft Miami Curb

List Type and Size of any Proposed Shrubs: Jack Frost Ligustrum, 3-gallon

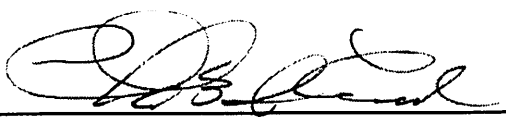
List Type and Size of any Proposed Trees: NONE

List Type and Size of Other Improvements (Decorative paving, irrigation, lighting, etc...):
1200 sq ft concrete pavers, 5-ft high decorative rail fencing with 7-ft high by 24 in. square brick faced columns
and irrigation for landscaping and sod

REQUIRED ATTACHMENTS

- ☒ A copy of the property deed
- ☐ A sealed property survey
- ☒ A detailed sketch of the right-of-way with the proposed landscaping and other improvement information clearly depicted and dimensioned
- ☐ Photos (optional)
- ☐ Letter of approval from the Homeowners Association (HOA) if applicable
- ☒ Other documentation (as requested by the City)
- ☒ Processing fee (\$75)

PLEASE NOTE: All utilities must be located prior to planting. Shade trees cannot be planted under overhead lines. The City reserves the right to remove or cause to remove the above listed improvements without obligation to replace the listed improvements. The City reserves the right to require the Licensee to obtain liability insurance in cases where pavers or signage are proposed in the right-of-way.

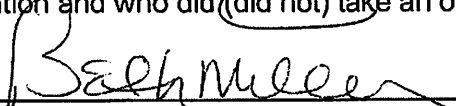
Property Owner Signature:  Date: 12-10-14
Charlene B Irland, VP
Intervest at Waters Edge, Ltd

Property Owner Signature: _____ Date: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this December 10th, 2014 by
Charlene B Irland, who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.




Notary Public, State of Florida

Printed Name, Commission & Term Expiration Date:

PAVER SPECIFICATIONS

Dimensions: 4"x8", 2 3/4" Thick

Minimum Strength: 7,200 psi

Manufacturer: Tremron

Color: Driftwood

Pattern: Running Bond leveled with washed concrete sand

Road Base: 6" 2500 psi concrete over 12" compacted sub-grade

Paver Border: 12" concrete and Miami Curb





Google earth

feet
meters



Prepared by and
Must Be Returned to:
J. Andrew Hagan, Esquire
2379 Beville Road
Daytona Beach, Florida 32119

Property Appraisers Parcel I.D. (Folio) Number(s): 7306-04-00-8220

GENERAL WARRANTY DEED

This Warranty Deed made the 10th day of April, 2015, by Intervest at Waters Edge, Ltd., a Florida limited partnership, whose address is 2379 Beville Road, Daytona Beach, Florida 32119, hereinafter called the Grantor, to City of Port Orange, Florida, a Chartered Florida Municipality, whose post office address is 1000 City Center Circle, Port Orange, Florida, 32129, hereinafter called the Grantee,

(Wherever used herein the terms "grantor" and "grantee" included all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation.)

WITNESSETH: That Grantor, for and in consideration of the sum of \$10.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain land situate in Volusia County, Florida, via:

A PORTION OF LOTS 821, 822 AND 823, WATERS EDGE - PHASE VIII AS RECORDED IN PLAT BOOK 48, PAGES 205-207 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 822, RUN N00°49'50"W 50.00 FEET ALONG THE WESTERLY LINE OF SAID LOT 822 TO A POINT 50.00 FEET NORTH OF WHEN MEASURED PERPENDICULAR TO THE SOUTH LINE OF SAID LOT 822; THENCE N89°10'11"E, PARALLEL TO THE SOUTHERLY LINE OF LOT 822, A DISTANCE OF 136.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 100°01'10" AND A CHORD BEARING OF N39°09'36"E, THENCE RUN NORTHEASTERLY ALONG ARC OF SAID CURVE 43.64 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 822 AND THE WESTERLY RIGHT-OF-WAY LINE OF CALISTOGA CIRCLE AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 01°17'18" AND A CHORD BEARING OF S11°29'39"E; THENCE RUN SOUTHEASTERLY ALONG ARC OF SAID CURVE AND ALONG THE EASTERLY LINE OF LOT 822 AND THE WESTERLY RIGHT-OF-WAY LINE OF CALISTOGA CIRCLE 16.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 04°55'48" AND A CHORD BEARING OF S09°40'24"E, THENCE RUN SOUTHEASTERLY ALONG ARC OF SAID CURVE, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE EASTERLY LINE OF SAID LOTS 821, 822 AND 823, A DISTANCE OF 86.05 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 83°37'19" AND A CHORD BEARING OF N49°01'10"W, THENCE NORTHWESTERLY ALONG ARC OF SAID CURVE, 36.49 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 822; THENCE S89°10'11"W

ALONG THE SOUTHERLY LINE OF SAID LOT 822, A DISTANCE OF 152.98 FEET TO THE POINT OF BEGINNING.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

EXCEPT AS SET FORTH IN THE PERMITTED EXCEPTIONS ATTACHED HERETO AS EXHIBIT "A" GRANTOR WILL WARRANT and forever defend the right, interest and title to the above-described real property unto the Grantee.

IN WITNESS WHEREOF, the Grantor has executed in its name, and affixed its corporate seal to be hereunto affixed, by its duly authorized officers, the day and year first above written.

Signed, sealed and delivered in our presence:

Intervest at Waters Edge, Ltd., a Florida limited partnership

Witness Signature: *Teri L. Hansen*

Printed Name: TERI L. HANSEN

By: Intervest Construction, Inc., a Florida corporation, its managing partner

By: *Charlene B. Irland*

Printed Name: Charlene B. Irland

Its: Vice President

Witness Signature: *Joanne Schmieder*

Printed Name: Joanne Schmieder

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10th day of April, 2015 by Charlene B. Irland, Vice President of Intervest Construction, Inc, a Florida corporation, managing partner of Intervest at Waters Edge, Ltd., a Florida limited partnership, on behalf of the partnership, who is personally known to me or who has produced _____ as identification.



Teri L. Hansen
Notary Public, State of Florida

Printed Name: TERI L. HANSEN

My Commission Expires: May 3, 2016
(NOTARY SEAL)

Exhibit "A"
PERMITTED ENCUMBRANCES

1. Release of Easement recorded in Official Records Book 5489, Page 515, public records of Volusia County, Florida.
2. Release of Easement recorded in Official Records Book 5489, Page 520, public records of Volusia County, Florida.
3. Non-Exclusive Drainage and Utility Easement recorded in Official Records Book 5489, Page 525, and as amended pursuant to that certain Amendment to Nonexclusive Drainage and Utility Easement recorded in Official Records Book _____, Page _____, public records of Volusia County, Florida.
4. Reservation in Resolution No. 04-100, recorded in Official Records Book 5489, Page 239, public records of Volusia County, Florida.
5. Quit Claim Deed recorded in Official Records Book 5489, Page 243, public records of Volusia County, Florida.
6. Non-Exclusive Drainage, Maintenance and Access Easement recorded in Official Records Book 5489, Page 543, public records of Volusia County, Florida.
7. Temporary Perimeter Buffer, Fence, Access, Ingress and Egress Easement recorded in Official Records Book 5489, Page 549, public records of Volusia County, Florida.
8. Terminable Non-Exclusive Drainage, Maintenance, Access and Utility Easement recorded in Official Records Book 5489, Page 578, public records of Volusia County, Florida. (Terminates as soon as Plat for Phase XII is recorded).
9. Release of Easement recorded in Official Records Book 5538, Page 1809, public records of Volusia County, Florida.
10. Master Development Agreement recorded in Official Records Book 4076, Page 2659, First Amendment to Master Developer Agreement recorded in Official Records Book 4496, Page 3759, Second Amendment to Master Development Agreement recorded in Official Records Book 4645, Page 3453, Third Amendment to Master Development Agreement recorded in Official Records Book 4993, Page 2117, all of the public records of Volusia County, Florida



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/05/2015

Consent item: Yes

SUBJECT: Award of Bid #15-17 Riverwalk Park Phase 1A

DEPARTMENT: Community Development

RECOMMENDED MOTION: Move to award Bid #15-17 Riverwalk Park Phase 1A to A.G. Pifer Construction in the amount of \$1,027,319.20 and authorize the Mayor and City Clerk to execute the Contract and Change Order No. 1 and all other contract documents after approval by the city attorney.

SUMMARY: The Phase 1A park improvements include a kayak/canoe launch, boardwalk, and refurbishment of the existing fishing pier, a 12' wide concrete and paver trail, crossover bridge and trailhead building.

Seven bids were opened and evaluated by City staff on April 23, 2015 and deemed responsive. Of the seven bids, A.G. Pifer Construction submitted the lowest base bid. Although their price for the add alternate (trailhead/restroom building) was not the lowest, their base bid + alternate was also lowest of the seven bids. City staff and the City's engineering consultant Dredging & Marine Consultants (DMC) examined the bids and identified that A.G. Pifer's total base bid of \$788,987.20 did not match the unit prices due to several math errors in the extended price. The attached Bid Tabulation shows in red the items that required correction. After consultation with the City Attorney, the contract may be awarded to A.G. Pifer for the base bid plus alternate for \$788,987.20 with a Change Order No. 1 for \$79,932.00 to provide for the corrections. Based on the unit prices given in the bid and the corrected extended cost, A.G. Pifer remains the apparent low bidder. It is recommended that the contract be awarded to A.G. Pifer Construction with Authorization for Change Order No. 1. The total contract after Change Order No. 1 equals \$1,027,319.20 (includes the base bid amount of \$788,987.20; Change Order No. 1 amount of \$79,932.00; and the add alternate amount of \$158,400.00 for the trailhead/restroom building)

The Phase 1A park improvements are being funded in part with a FIND grant of \$200,000 and an ECHO grant of \$100,000. Annual personnel and operating costs for this phase of the park are estimated to be \$97,291. This phase of the park is expected to be open by the end of 2015.

Project No.: AIO004
AIO004

Funding Account No.: 103-1000-552.63-97
320-1000-519.63-97

ATTACHMENTS:

1.	Riverwalk Park Phase 1A Corrected Bid Tabulation	Port Orange Riverwalk Park Phase 1A Bid Tabulation.pdf
2.	A.G. Pifer Envelope #1	15-17 Envelope #1 - A.G. Pifer.pdf
3.	Bid #15-17 Bid Tab	15-17 Bid Tabulation.pdf
4.	Standard AIA Agreement	Riverwalk Phase 1 AIA Agreement.pdf

Momberger, Margaret
 Momberger, Margaret
 Riehm, Tracey
 Roberts, Margaret
 Harden, David

Created/Initiated - 04/27/2015
 Approved - 04/27/2015
 Approved - 04/27/2015
 Approved - 04/30/2015
 Final Approval - 04/30/2015

PORT ORANGE RIVERWALK PARK PHASE 1A																					
Engineer's Cost Estimate																					
PHASE 1A						A.G. Pifer Construct Co. Inc.		Saboungi Construction Inc.		Construct Co. Inc.		D.J. Haycock Inc.		S.E. Cline Construction Inc.		Douglas N. Higgins Inc.		Shoreline Foundation, Inc.			
ITEM #	DESCRIPTION	QTY	UNIT	PRICE/UNIT	PRICE	PRICE/UNIT	EXTENDED PRICE	PRICE/UNIT	EXTENDED PRICE	PRICE/UNIT	EXTENDED PRICE	PRICE/UNIT	EXTENDED PRICE	PRICE/UNIT	EXTENDED PRICE	PRICE/UNIT	EXTENDED PRICE	PRICE/UNIT	EXTENDED PRICE		
1	Mobilization/ Demobilization	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 21,000.00	\$ 21,000.00	\$ 47,000.00	\$ 47,000.00	\$ 86,498.60	\$ 86,498.60	\$ 151,159.39	\$ 151,159.39	\$ 37,783.63	\$ 37,783.63	\$ 55,000.00	\$ 55,000.00	\$ 44,000.00	\$ 44,000.00		
2	Construction Survey and As-Built Survey	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 15,680.00	\$ 15,680.00	\$ 10,700.00	\$ 10,700.00	\$ 22,784.24	\$ 22,784.24	\$ 15,887.00	\$ 15,887.00	\$ 23,536.59	\$ 23,536.59	\$ 21,000.00	\$ 21,000.00	\$ 19,847.00	\$ 19,847.00		
3	Environmental Compliance	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 11,200.00	\$ 11,200.00	\$ 10,800.00	\$ 10,800.00	\$ 4,001.37	\$ 4,001.37	\$ 10,213.00	\$ 10,213.00	\$ 13,829.27	\$ 13,829.27	\$ 11,000.00	\$ 11,000.00	\$ 20,656.00	\$ 20,656.00		
Earthwork																					
4	Clearing, Grubbing and Hauling	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,608.00	\$ 20,608.00	\$ 30,900.00	\$ 30,900.00	\$ 59,333.95	\$ 59,333.95	\$ 35,178.00	\$ 35,178.00	\$ 35,731.71	\$ 35,731.71	\$ 17,000.00	\$ 17,000.00	\$ 16,718.00	\$ 16,718.00		
5	Demolition and Hauling	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 19,632.00	\$ 19,632.00	\$ 32,500.00	\$ 32,500.00	\$ 10,311.29	\$ 10,311.29	\$ 22,695.00	\$ 22,695.00	\$ 14,512.20	\$ 14,512.20	\$ 15,000.00	\$ 15,000.00	\$ 25,914.00	\$ 25,914.00		
6	Grading and Compaction	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 48,300.00	\$ 48,300.00	\$ 50,800.00	\$ 50,800.00	\$ 15,724.12	\$ 15,724.12	\$ 28,369.00	\$ 28,369.00	\$ 13,048.78	\$ 13,048.78	\$ 24,000.00	\$ 24,000.00	\$ 13,971.00	\$ 13,971.00		
7	Fill	4,700	CY	\$ 5.00	\$ 23,500.00	\$ 4.77	\$ 22,419.00	\$ 10.70	\$ 50,290.00	\$ 15.84	\$ 74,448.00	\$ 13.00	\$ 61,100.00	\$ 11.92	\$ 56,024.00	\$ 18.50	\$ 86,950.00	\$ 20.00	\$ 94,000.00		
Hardscape																					
8	12" Concrete and Paver Trail	635	LF	\$ 100.00	\$ 63,500.00	\$ 123.20	\$ 78,232.00	\$ 105.40	\$ 66,929.00	\$ 144.51	\$ 91,763.85	\$ 98.00	\$ 62,230.00	\$ 145.69	\$ 92,513.15	\$ 140.00	\$ 88,900.00	\$ 141.00	\$ 89,535.00		
9	Type "D" Curb	315	LF	\$ 16.00	\$ 5,040.00	\$ 42.23	\$ 13,302.45	\$ 14.00	\$ 4,410.00	\$ 14.99	\$ 4,721.85	\$ 16.00	\$ 5,040.00	\$ 21.10	\$ 6,646.50	\$ 11.00	\$ 3,465.00	\$ 18.00	\$ 5,670.00		
In-Water/ Waterfront Work																					
10	Kayak/ Canoe Ramp	1,305	SF	\$ 10.00	\$ 13,050.00	\$ 8.05	\$ 10,505.25	\$ 32.10	\$ 41,890.50	\$ 20.59	\$ 26,869.95	\$ 11.00	\$ 14,355.00	\$ 23.79	\$ 31,045.95	\$ 43.00	\$ 56,115.00	\$ 11.00	\$ 14,355.00		
11	Kayak and Canoe Sheetpile Wall with Cap	70	LF	\$ 300.00	\$ 21,000.00	\$ 374.00	\$ 26,180.00	\$ 327.50	\$ 22,925.00	\$ 236.52	\$ 16,556.40	\$ 250.00	\$ 17,500.00	\$ 225.35	\$ 15,774.50	\$ 750.00	\$ 52,500.00	\$ 487.00	\$ 34,090.00		
12	Concrete Gravity Wall	140	LF	\$ 250.00	\$ 35,000.00	\$ 101.00	\$ 14,140.00	\$ 100.00	\$ 14,000.00	\$ 122.96	\$ 17,214.40	\$ 204.26	\$ 28,596.40	\$ 150.83	\$ 21,116.20	\$ 128.00	\$ 17,920.00	\$ 95.50	\$ 13,370.00		
13	New Timber Boardwalk with Pilings	1,660	SF	\$ 50.00	\$ 83,000.00	\$ 49.00	\$ 81,340.00	\$ 70.00	\$ 116,200.00	\$ 56.85	\$ 94,371.00	\$ 39.72	\$ 65,935.20	\$ 71.26	\$ 118,291.60	\$ 74.00	\$ 122,840.00	\$ 118.00	\$ 195,880.00		
14	Upgrade of Existing Timber Fishing Pier	2,500	SF	\$ 40.00	\$ 100,000.00	\$ 21.00	\$ 52,500.00	\$ 54.00	\$ 135,000.00	\$ 31.46	\$ 78,650.00	\$ 29.05	\$ 72,625.00	\$ 53.75	\$ 134,375.00	\$ 59.00	\$ 147,500.00	\$ 160.00	\$ 400,000.00		
15	Timber Canal Crossover	510	SF	\$ 50.00	\$ 25,500.00	\$ 49.00	\$ 24,990.00	\$ 91.00	\$ 46,410.00	\$ 58.03	\$ 29,595.30	\$ 64.94	\$ 33,119.40	\$ 79.18	\$ 40,381.80	\$ 110.00	\$ 56,100.00	\$ 137.00	\$ 69,870.00		
16	Wavebreak	300	LF	\$ 200.00	\$ 60,000.00	\$ 374.00	\$ 112,200.00	\$ 118.00	\$ 35,400.00	\$ 40.69	\$ 12,207.00	\$ 170.21	\$ 51,063.00	\$ 71.01	\$ 21,303.00	\$ 68.00	\$ 20,400.00	\$ 98.00	\$ 29,400.00		
17	Revetment	85	LF	\$ 200.00	\$ 17,000.00	\$ 300.00	\$ 25,500.00	\$ 94.00	\$ 7,990.00	\$ 54.99	\$ 4,674.15	\$ 119.15	\$ 10,127.75	\$ 120.90	\$ 10,276.50	\$ 40.00	\$ 3,400.00	\$ 97.50	\$ 8,287.50		
18	Bollards	7	EA	\$ 300.00	\$ 2,100.00	\$ 1,000.00	\$ 7,000.00	\$ 1,120.00	\$ 7,840.00	\$ 1,272.82	\$ 8,909.74	\$ 907.81	\$ 6,354.67	\$ 1,728.22	\$ 12,097.54	\$ 1,500.00	\$ 10,500.00	\$ 1,290.00	\$ 9,030.00		
19	Shower, Showerpad and Plumbing	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 15,353.00	\$ 15,353.00	\$ 7,300.00	\$ 7,300.00	\$ 14,334.15	\$ 14,334.15	\$ 8,581.06	\$ 8,581.06	\$ 5,695.12	\$ 5,695.12	\$ 6,000.00	\$ 6,000.00	\$ 4,300.00	\$ 4,300.00		
20	Showerpad Railing	60	LF	\$ 45.00	\$ 2,700.00	\$ 78.00	\$ 4,680.00	\$ 128.40	\$ 7,704.00	\$ 45.15	\$ 2,709.00	\$ 113.48	\$ 6,808.80	\$ 123.58	\$ 7,414.80	\$ 60.00	\$ 3,600.00	\$ 54.50	\$ 3,270.00		
21	Kayak, SUP and Canoe Launch Storage Rack	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,070.00	\$ 2,070.00	\$ 2,140.00	\$ 2,140.00	\$ 2,177.18	\$ 2,177.18	\$ 2,145.83	\$ 2,145.83	\$ 12,060.98	\$ 12,060.98	\$ 3,000.00	\$ 3,000.00	\$ 20,999.00	\$ 20,999.00		
Trailhead/ Restroom/ Concession Stand																					
22	Building	1	LS	\$ 82,000.00	\$ 82,000.00																
23	Concrete Surrounding Building	2,450	SF	\$ 4.00	\$ 9,800.00	\$ 6.90	\$ 16,905.00	\$ 4.30	\$ 10,535.00	\$ 5.00	\$ 12,250.00	\$ 8.65	\$ 21,192.50	\$ 8.10	\$ 19,845.00	\$ 12.00	\$ 29,400.00	\$ 6.00	\$ 14,700.00		
24	Electrical Connection	1	LS	\$ 1,625.00	\$ 1,625.00	\$ 31,050.00	\$ 31,050.00	\$ 1,399.50	\$ 1,399.50	\$ 2,498.27	\$ 2,498.27	\$ 2,635.00	\$ 2,635.00	\$ 2,439.02	\$ 2,439.02	\$ 3,400.00	\$ 3,400.00	\$ 4,631.00	\$ 4,631.00		
25	Water Connection	1	LS	\$ 24,000.00	\$ 24,000.00	\$ 4,082.50	\$ 4,082.50	\$ 2,140.00	\$ 2,140.00	\$ 3,502.90	\$ 3,502.90	\$ 4,312.00	\$ 4,312.00	\$ 5,902.44	\$ 5,902.44	\$ 9,200.00	\$ 9,200.00	\$ 4,300.00	\$ 4,300.00		
26	Sewer Connection	1	LS	\$ 31,000.00	\$ 31,000.00	\$ 50,787.00	\$ 50,787.00	\$ 23,000.00	\$ 23,000.00	\$ 37,292.13	\$ 37,292.13	\$ 31,206.00	\$ 31,206.00	\$ 21,353.66	\$ 21,353.66	\$ 22,000.00	\$ 22,000.00	\$ 4,300.00	\$ 4,300.00		
Utilities																					
27	Concrete and Paver Trail Lighting	1	LS	\$ 33,750.00	\$ 33,750.00	\$ 49,855.00	\$ 49,855.00	\$ 52,650.00	\$ 52,650.00	\$ 72,669.71	\$ 72,669.71	\$ 61,822.00	\$ 61,822.00	\$ 70,975.61	\$ 70,975.61	\$ 73,000.00	\$ 73,000.00	\$ 23,155.00	\$ 23,155.00		
28	Boardwalk and Fishing Pier Lighting	1	LS	\$ 15,500.00	\$ 15,500.00	\$ 31,050.00	\$ 31,050.00	\$ 19,050.00	\$ 19,050.00	\$ 37,224.25	\$ 37,224.25	\$ 23,732.00	\$ 23,732.00	\$ 36,341.46	\$ 36,341.46	\$ 40,000.00	\$ 40,000.00	\$ 36,852.00	\$ 36,852.00		
29	Electrical Distribution	1	LS	\$ 80,000.00	\$ 80,000.00	\$ 4,600.00	\$ 4,600.00	\$ 3,020.00	\$ 3,020.00	\$ 6,870.25	\$ 6,870.25	\$ 14,752.00	\$ 14,752.00	\$ 6,707.32	\$ 6,707.32	\$ 7,500.00	\$ 7,500.00	\$ 47,368.00	\$ 47,368.00		
Landscaping & Amenities																					
30	Landscaping	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 22,488.00	\$ 22,488.00	\$ 20,970.00	\$ 20,970.00	\$ 29,257.67	\$ 29,257.67	\$ 22,190.00	\$ 22,190.00	\$ 52,184.15	\$ 52,184.15	\$ 28,600.00	\$ 28,600.00	\$ 20,509.00	\$ 20,509.00		
31	Irrigation	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 3,700.00	\$ 3,700.00	\$ 3,450.00	\$ 3,450.00	\$ 5,539.92	\$ 5,539.92	\$ 3,652.00	\$ 3,652.00	\$ 5,006.10	\$ 5,006.10	\$ 12,600.00	\$ 12,600.00	\$ 9,924.00	\$ 9,924.00		
32	Mangrove Trimming	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 5,350.00	\$ 5,350.00	\$ 4,678.01	\$ 4,678.01	\$ 11,348.00	\$ 11,348.00	\$ 14,634.15	\$ 14,634.15	\$ 5,200.00	\$ 5,200.00	\$ 9,924.00	\$ 9,924.00		
33	Trash Receptacles	5	EA	\$ 700.00	\$ 3,500.00	\$ 1,050.00	\$ 5,250.00	\$ 813.00	\$ 4,065.00	\$ 1,032.94	\$ 5,164.70	\$ 785.00	\$ 3,925.00	\$ 1,228.05	\$ 6,140.25	\$ 900.00	\$ 4,500.00	\$ 985.00	\$ 4,925.00		
34	Benches (6')	6	EA	\$ 1,200.00	\$ 7,200.00	\$ 1,670.00	\$ 10,020.00	\$ 1,320.00	\$ 7,920.00	\$ 1,487.03	\$ 8,922.18	\$ 1,196.00	\$ 7,176.00	\$ 1,729.67	\$ 10,378.02	\$ 1,450.00	\$ 8,700.00	\$ 1,489.00	\$ 8,934.00		
35	Fence (6')	450	LF	\$ 40.00	\$ 18,000.00	\$ 24.00	\$ 10,800.00	\$ 23.60	\$ 10,620.00	\$ 31.55	\$ 14,197.50	\$ 23.00	\$ 10,350.00	\$ 31.02	\$ 13,959.00	\$ 26.00	\$ 11,700.00	\$ 33.00	\$ 14,850.00		
SUBTOTAL					\$ 888,765.00	Bid Total	\$ 868,919.20	Bid Total	\$ 913,298.00	Bid Total	\$ 917,923.03	Bid Total	\$ 927,376.00	Bid Total	\$ 989,325.00	Bid Total	\$ 1,077,990.00	Bid Total	\$ 1,337,534.50		
Bonding (3%)					\$ 26,662.95	Alternate (Building)	\$ 158,400.00	Alternate (Building)	\$ 116,320.00	Alternate (Building)	\$ 173,983.05	Alternate (Building)	\$ 214,700.00	Alternate (Building)	\$ 178,000.00	Alternate (Building)	\$ 178,000.00	Alternate (Building)	\$ 112,467.00		
Contingency (8%)					\$ 71,101.20	Bid + Alternate	\$ 1,027,319.20	Bid + Alternate	\$ 1,029,618.00	Bid + Alternate	\$ 1,091,906.08	Bid + Alternate	\$ 1,142,076.00	Bid + Alternate	\$ 1,167,325.00	Bid + Alternate	\$ 1,255,990.00	Bid + Alternate	\$ 1,450,001.50		
PHASE 1A TOTAL					\$ 986,529.15	Values in red text indicate values that differ from contractor submitted bid forms. All unit prices match contractor submitted bid forms.															

SECTION 00050

BIDDER'S SUBMITTAL CHECKLIST



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 506-5711

This checklist is for the Bidder's use in preparing their Bid. It is not intended to include all details necessary to prepare a bid and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid.

Bidder's Submittal Checklist:

1. _____ Envelope #1: "Forms" (1) original, (2) copies and (1) CD or flash drive version of the bid tabbed, indexed, and placed in the following order:

Forms:

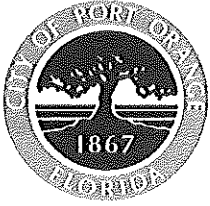
- ☒ 1: Bidder acknowledgement form: (Section 00030)
- ☒ 2: Insurance certificates: Submit a copy (Section 00080)
- ☒ 3: Statement of bidder's qualifications (Section 00130)
- ☒ 4: Listing of previous experience: (Section 00140)
- ☒ 5: Listing of subcontractors: (Section 00155)
- ☒ 6: Bid bond: (Section 00160)
- ☒ 7: Public entity crime statement: (Section 00170)
- ☒ 8: Anti-collusion statement (Section 00180)
- ☒ 9: Drug free/tie preference statement (Section 00190)
- ☒ 10: Trench Safety Affidavit (Section 00195)
- ☒ 11: Florida General Contractor's License (Section N/A)

2. _____ Envelope #2: "Price" (1) original, (2) copies and (1) CD or flash drive version of the bid tabbed, indexed, and placed in the following order:

Price:

- ☒ 1: Schedule of Unit Values (Section 200)
- ☒ 2: Total Base Bid: (Section 00210)

SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704

BID #15-17

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: Bid #15-17 Riverwalk Park Phase 1A

BID RELEASE DATE: March 10, 2015

MANDATORY PRE-BID MEETING DATE & TIME: March 24, 2015 at 2:00 p.m. City Hall Council Chambers

BID DEADLINE FOR QUESTIONS: April 1, 2015 at 5:00 p.m.

BID DUE DATE & TIME, ENVELOPE #1 & #2: April 23, 2015 at 10:00 a.m.

Proposals Received After the Due Date And Time Will Not Be Accepted.

If returning as a "No Bid," please state reason (s): _____

BIDDER'S NAME: A.G. Pifer Construction Co. Inc.

BIDDER'S MAILING ADDRESS: 3629 Old Deland Road

CITY-STATE-ZIP: Daytona Beach, FL 32124

PHONE NUMBER: (386) 257-4448

EMAIL: agpcon@bellsouth.net

ACKNOWLEDGMENT OF ADDENDA: (You must circle the correct # of addenda issued) 0 1 2 3 4 5

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Port Orange, the bidder offers and agrees that if the bid is accepted, the bidder will convey, 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 Antitrust 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 bidder.

X

AUTHORIZED SIGNATURE (MANUAL)

Anthony Gregg Pifer

NAME (TYPED)

President

TITLE

04/23/2015

DATED



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/20/2015

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

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

PRODUCER Sihle Insurance Group /DEL 5 1300 S WOODLAND BLVD DELAND FL 32720		CONTACT NAME: Laurie Cominse PHONE (A/C, No, Ext): 386-626-1051 FAX (A/C, No): 386-736-6772 E-MAIL ADDRESS: lcominse@sihle.com	
INSURED A.G. Pifer Construction Co., Inc. 3629 Old Deland Road Daytona Beach FL 32124		AGPIF-1	
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A: Westfield Insurance Group		24112	
INSURER B: Builder's Insurance Group			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 682025472** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			TRA4911482	8/22/2014	8/22/2015	EACH OCCURRENCE \$2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$4,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$4,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB	☐ OCCUR					AGGREGATE \$
	☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCV013082602	8/22/2014	8/22/2015	☒ PER STATUTE ☒ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N					E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Ken Sihle

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SECTION 00130

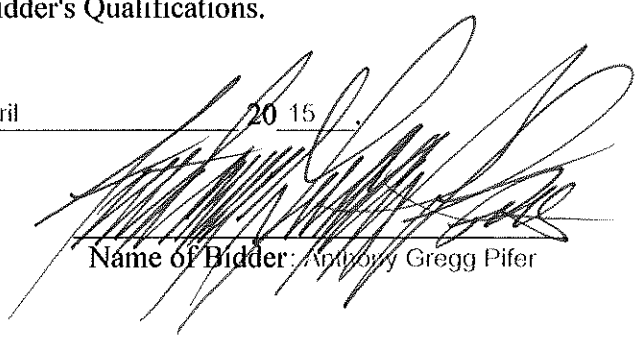
STATEMENT OF BIDDER'S QUALIFICATIONS

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

- A. Name of bidder. A.G. Pifer Construction Co. Inc.
- B. Permanent main office address. 3629 Old Deland Road, Daytona Beach, FL 32124
- C. Date organized. December 22, 1989
- D. If a corporation, where incorporated. Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 25 Years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) Please see attached list.
- G. General character of work performed by your company. Commercial & Residential
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why? No.
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. Please see attached.
- I. Have you ever defaulted on a contract? If so, where and why? No.
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. Please see attached.
- K. List your major equipment currently owned or leased. General Construction Equipment
- L. Experience in work similar to this type of project. Please see the attached.
- M. Background and experience of the principal members of your organization, including the officers. Please see the attached
- N. Credit currently available: \$ 1,000,000.00
- O. Give bank reference: Karen Jacobs, Bank of America (386) 944-7076

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

Dated this 23rd day of April, 2015.


Name of Bidder: Anthony Gregg Pifer

By: Anthony Gregg Pifer, President
Title

State of Florida

County of Volusia

Anthony Gregg Pifer being duly sworn deposes and says that
he is the President of A.G. Pifer Construction Co. Inc. and that the
answers to the A.G. Pifer Construction Co. Inc.
Name of Organization

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

Subscribed and sworn to before me this 23rd day of April, 2015.


Notary Public

My commission expires:

January 22, 2017



SHERI SCARSELLA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE866836
Expires 1/21/2017

A.G. PIFER CONSTRUCTION CO. INC.

State Certified General Contractor CGC040437

3629 Old Deland Road, Daytona Beach, FL 32124

Ph: (386) 257-4448 Fx: (386) 257-5503 E-mail: agpcon@bellsouth.net

www.agpiferconstruction.com

CONTRACTS ON HAND

Job #	Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
30-13	Votran Bus Stop Signs - Phase II Various	Votran 950 Big Tree Rd South Daytona FL 32119	7/16/2013	Current	\$ 500,000.00
57-14	Marium Burns ADA Upgrades 150 Pierside Drive Ormond Beach, FL 32176	Marium Burns via VA 150 Pierside Drive Ormond Beach, FL 32176	10/1/2014	Current	\$ 40,086.00
03-15	Reams Private Residence Addition 3641 Scotch Pine Lane Ormond Beach, FL 32174	David and Lisa Reams 3641 Scotch Pine Lane Ormond Beach, FL 32174	12/8/2014	Current	\$ 33,791.00
19-15	Shokudo Restaurant Renovation 413 S. Woodland Boulevard DeLand, FL 32720	Shokudo Restaurant Kieu Nguyen 413 S. Woodland Boulevard DeLand, FL 32720	1/9/2015	Current	\$ 54,112.20
43-15	Lloyd / Bridges Home Renovation & Addition 291 Hartford Avenue Daytona Beach, FL 32118	David Lloyd & Susan Bridges 291 Hartford Avenue Daytona Beach, FL 32118	4/10/2015	Current	\$ 62,044.80
44-15	Edgewater Public Walkway Canopy Replacement 801 South Old County Road Edgewater, FL	Volusia County Schools 3750 Olsen Drive Daytona Beach, FL 32124	6/15/2015	Current	\$ 142,000.00
46-15	Chitren Detached Garage Addition 815 West Pheasant Run Court Port Orange, FL 32127	Albert & Nina Chitren 815 West Pheasant Run Court Port Orange, FL 32127	4/20/2015	Current	\$ 38,000.00



A. G. PIFER CONSTRUCTION CO., INC.

General Contractor License #CGC040437

3629 Old Deland Road

Daytona Beach, FL 32124

(386) 257-4448 • Fax (386) 257-5503

www.agpiferconstruction.com • Email agpcon@bellsouth.net

H(2): Nature and Outcome of Lawsuits in the Past 3 Years

A.G. Pifer Construction Co. Inc. brought a lawsuit against our bleacher subcontractor in 2013 for failure to provide the scope of work outlined in their contract. We won the lawsuit and were awarded damages. This case has now been closed.

A.G. PIFER CONSTRUCTION CO. INC.

State Certified General Contractor CGC040437

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Ph: (386) 257-4448 Fx: (386) 257-5503 E-mail: agpcon@bellsouth.net

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COMPLETED PROJECTS

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
DeLand Transportation Facility Construction of Additional Storage & Renovation of Existing	Volusia County School Board Tom Farrar 200 North Clara Avenue DeLand, FL (386) 947-8787	6/29/2006	4/17/2007	\$ 690,000.00
Pathways Elementary New 14,000 SF Classroom Addition & Site Drainage Improvements	Volusia County School Board Tom Farrar 200 North Clara Avenue DeLand, FL (386) 947-8787	10/17/2006	12/27/2007	\$ 2,700,000.00
Chisholm Elementary New 14,000 SF Classroom Addition	Volusia County School Board Tom Farrar 200 North Clara Avenue DeLand, FL (386) 947-8787	6/9/2006	12/21/2007	\$ 2,400,000.00
Williams Properties Construction of 42,000 SF Industrial Park	Williams Properties Terry Williams 1111 Saxon Boulevard Orange City, FL (386) 775-4544	1/1/2007	12/31/2007	\$ 2,210,000.00
Port Orange Gym 24,000 SF Renovation of Gym and Rec Center	City of Port Orange Bobby Palmer 1000 City Center Circle Port Orange, FL 32129 (386) 506-5851	2/22/2007	11/26/2007	\$ 700,000.00
Sailpoint Bay Apartments Multibuilding Renovation / Interior and Exterior	River Associates, Inc. Pat Jenkins 1025 South Beach Street Daytona Beach, FL 32114 (386) 238-7400	4/2/2007	7/14/2008	\$ 3,800,000.00
DeLand Family YMCA 19,000 SF Addition	DeLand Family YMCA Todd Fryer 761 E Int'l Speedway Boulevard DeLand, FL (386) 985-4544	12/6/2007	6/4/2009	\$ 3,400,000.00
Lakeview Terrace Mobile Home Park 37 Slip Boat Marina with Park Replacement of Sewer Lines Renovation of Office	Lake View Terrace Marja Bural 1250 Lakeview Drive DeLand, FL (727) 938-4513	3/20/2009	4/12/2010	\$ 635,000.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Windsor / Maley Apartments Fire Suppression Systems for both buildings	Daytona Beach Housing Authority Doug Zimmer 211 North Ridgewood Avenue Daytona Beach, FL 32114 (386) 253-5653	7/30/2009	4/13/2010	\$ 1,106,000.00
Windsor / Maley Apartments Rehabilitation of 305 low income units	Daytona Beach Housing Authority Doug Zimmer 211 North Ridgewood Avenue Daytona Beach, FL 32114 (386) 253-5653	1/1/2009	12/31/2009	\$ 1,700,000.00
Renovation of 159 Duplex Apartments in various locations throughout the Daytona Beach Area	Daytona Beach Housing Authority Doug Zimmer 211 North Ridgewood Avenue Daytona Beach, FL 32114 (386) 253-5653	1/1/2009	12/31/2009	\$ 1,400,000.00
Veterans Memorial Park	City of Port Orange Suzan Lavello 1000 City Center Circle Port Orange, FL 32129 (386) 506-5851	11/4/2010	6/10/2011	\$ 121,000.00
Fire Station #46 New addition to occupied living quarters	County of Volusia Gary Morton 123 West Indiana Avenue DeLand, FL 32720 (386) 736-5967 x 3289	11/19/2010	6/22/2011	\$ 222,000.00
Fire Station #11 Renovation of Occupied Living Quarters	County of Volusia Gary Morton 123 West Indiana Avenue DeLand, FL 32720 (386) 736-5967 x 3289	11/19/2010	5/18/2011	\$ 215,000.00
Refurbish Flagler Beach Pier Restrooms	County of Volusia Gary Morton 123 West Indiana Avenue DeLand, FL 32720 (386) 736-5967 x 3289	9/15/2011	11/7/2011	\$ 79,471.40
Miller Office Building Renovation of Historical Building	Miller Diversified Holdings Robert Miller 120 N Alabama Avenue DeLand, FL 386-736-3403	9/20/2011	3/8/2012	\$ 350,000.00
Flagler Avenue Seawall, Boardwalk, Parking Area, Sidewalks & Restroom Improvements	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	11/1/2011	7/10/2012	\$ 899,495.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Energy Efficiency Upgrades	City of DeLand Robin Zelenak 120 S Florida Avenue DeLand, FL 32720 (386) 626-7196	4/1/2012	7/8/2012	\$ 364,281.00
Esther Street Beachfront Park and Stormwater Improvements	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	7/16/2012	Current	\$ 1,051,831.26
Port Orange City Center Ballfields City Center Circle Port Orange, FL 32129	City of Port Orange Suzan Lavello 1000 City Center Circle Port Orange, FL 32129 (386) 506-5851	11/6/2012	3/8/2013	\$ 374,615.00
Pine Hills MRI Trailer 5287 Alhambra Dr Orlando FL 32808	Central FL Medical & Chiro Ctr Dr Sean Leotta 5287 Alhambra Drive Orlando FL 32808 407-739-0063	2/10/2013	8/12/2013	\$ 65,150.00
City of Deltona SHIP Program Renovation of various homes in Deltona	City of Deltona Angelia Briggs 2345 Providence Boulevard Deltona FL 32725 386-878-8102	4/29/2013	Current	\$ 300,000.00
Mary Ave Tot Lot - Restrooms /Pavilion 505 Mary Avenue New Smyrna Beach, FL 32168	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	5/14/2013	7/11/2013	\$ 65,805.00
VCSB - Spruce Creek HS Portable Repairs Taylor Rd Port Orange FL	Volusia County School Board Tom Farrar 3750 Olson Dr Daytona Beach FL 32124 386-947-8787	7/8/2013	8/9/2013	\$ 33,593.00
Lake Forest Apts - Balconies & Staircase 600 Jimmy Ann Drive Daytona Beach FL 32114	Lake Forest Acquisition Corp Donna Penny 1004 Farnam Street Suite 400 Omaha NE 386-253-5710	4/15/2013	5/30/2013	\$ 35,541.00
FAA - Refurbishment of DAB SSC Bldg 1580 Aviation Center Pkwy Daytona Beach FL 32114	Federal Aviation Administration Jacksonville District Office Program Operations Center 9685 Jeff Fuqua Blvd Orlando FL 32827	7/29/2013	9/30/2013	\$ 35,364.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Daytona Aircraft - Office Remodel 561 Pearl Harbor Drive Daytona Beach, FL 32114	Daytona Aircraft Services, Inc. 561 Pearl Harbor Drive Daytona Beach, FL 32114 (386) 255-2049	9/3/2013	9/12/2013	\$ 9,182.00
Votran ADA Mat Installation 301 Earl Street Daytona Beach, FL 32117	County of Volusia Purchasing & Contracts 123 West Indiana Ave, Room 302 DeLand, FL 32720	8/15/2013	9/26/2013	\$ 34,496.00
Votran ADA Mat Install - MM Bethune Mm Bethune Boulevard Daytona Beach, FL 32117	County of Volusia Purchasing & Contracts 123 West Indiana Ave, Room 302 DeLand, FL 32720	9/11/2013	9/26/2013	\$ 36,935.00
Ruegger - Steel Building 2629 Magnolia Road Deland, FL	Mr. Ruegger 2629 Magnolia Road Deland, FL	11/8/2013	2/4/2014	\$ 89,000.00
Stadium Bleacher Renovations 1800 Turnbull Bay Road New Smyrna Beach, FL 32168 New Smyrna Beach Sports Complex	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	5/4/2013	12/4/2013	\$ 371,737.00
Dove Villas - Kitchen Remodel 1150 Jimmy Ann Dr Daytona Beach FL 32117	UCP/WORC 1100 Jimmy Ann Dr Daytona Beach FL 32117 386-274-6474	9/13/2013	2/4/2014	\$ 103,618.00
NSP 852 Adler 852 Adler Drive Deltona, FL 32725	City of Deltona Chris Bowley 2345 Providence Boulevard Deltona FL 32725 386-878-8102	8/26/2013	10/10/2013	\$ 55,702.60
Branch Residence Pergola 2676 Spruce Creek Boulevard Port Orange, FL 32127	Robert Branch 2676 Spruce Creek Boulevard Port Orange, FL 32127	10/21/2013	11/4/2013	\$ 18,625.00
NSP - 1153 Wilmington Drive 1153 Wilmington Drive Deltona, FL 32725	City of Deltona Chris Bowley 2345 Providence Boulevard Deltona FL 32725 386-878-8102	11/20/2014	12/9/2014	\$ 37,693.41
NSP - 1091 Shepherd Avenue 1091 Shepherd Avenue Deltona, FL 32725	City of Deltona Chris Bowley 2345 Providence Boulevard Deltona FL 32725 386-878-8102	11/20/2013	1/22/2014	\$ 68,461.97

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Toronita Off Beach Parking & Restroom Construction 4200 South Atlantic Avenue Port Orange, FL 32117	County of Volusia Purchasing & Contracts 123 West Indiana Ave, Room 302 DeLand, FL 32720	12/5/2013	6/4/14	\$ 373,427.30
516 Main Street - Interior Interior Renovations Daytona Beach, FL 32117	Mr. John Matts Wells Fargo	1/8/2014	7/2/14	\$ 176,124.25
Windsor / Maley Elevator Modernization 524 S. Beach Street Daytona Beach, FL 32114	Daytona Beach Housing Authority Doug Zimmer 211 N. Ridgewood Avenue Daytona Beach, FL 32114	4/23/2014	10/6/14	\$ 720,000.00
Debary Hall Roof & Porch Stabiliz. 210 Sunrise Boulevard Debary, FL 32713	County of Volusia Purchasing & Contracts 123 West Indiana Ave, Room 302 DeLand, FL 32720	5/12/2014	10/6/14	\$ 301,981.95
Spruce Creek Rec. Fac. Ballfield Mod 5959 S. Spruce Creek Road Port Orange, FL 32124	City of Port Orange 1000 City Center Circle Port Orange FL 32129	11/11/2013	5/14/14	\$ 344,410.80
Toronita Off Beach Parking & Restroom Construction 4200 South Atlantic Avenue Port Orange, FL 32117	County of Volusia Purchasing & Contracts 123 West Indiana Ave, Room 302 DeLand, FL 32720	12/5/2013	6/4/14	\$ 373,427.30
516 Main Street - Interior Interior Renovations Daytona Beach, FL 32117	Mr. John Matts Wells Fargo	1/8/2014	7/2/14	\$ 176,124.25
Holly Forest Bathroom Remodel 1000 Walker Street Holly Hill, FL 32117	Sun Communities, Inc. 1000 Walker Street Holly Hill, FL 32117	8/28/2014	10/21/14	\$ 18,658.61
Camp Winona Kitchen Remodel & New Cabin 898 Camp Winona Road DeLeon Springs, FL 32130	Florida Diabetes Camp DeLand YMCA 898 Camp Winona Road DeLeon Springs, FL 32130	5/12/2014	12/11/14	\$ 250,000.00
Wendy Jansema Home Restoration 900 N Clark Avenue DeLand, FL 32724	Wendy Jansema 2127 Olympic Parkway, Ste 101 Chuka Vista, CA 91915	9/19/2014	12/15/14	\$ 60,549.05
Flagler SHIP Program Home Reno Brookside Drive Hymon Circle Lincoln Street	Flagler County BOCC 1769 East Moody Boulevard Bunnell, FL 32110	10/1/2014	1/16/15	\$ 16,240.80 \$ 24,513.10 \$ 24,907.74
Rotary Park Restrooms 902 West Park Avenue Edgewater, FL 32132	City of Edgewater 1108 South Ridgewood Avenue Edgewater, FL 32132	10/13/2014	Current	\$ 76,720.00

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Volusia County Courthouse Judges Chamber Renovations 101 North Alabama Avenue DeLand, FL 32724	County of Volusia 123 West Indiana Avenue 4th Floor, Room 402 DeLand, FL 32720	10/16/2014	Current	\$ 54,000.00
Two Men and a Truck Site Renovations 370 South Nova Road Daytona Beach, FL 32114	Two Men and a Truck 370 South Nova Road Daytona Beach, FL 32114	1/8/2015	Current	\$ 40,000.00
Two Men and a Truck Interior Renovations 370 South Nova Road Daytona Beach, FL 32115	Two Men and a Truck 370 South Nova Road Daytona Beach, FL 32115	1/8/2015	Current	\$ 23,914.00

A.G. PIFER CONSTRUCTION CO. INC.

State Certified General Contractor CGC040437

3629 Old Deland Road, Daytona Beach, FL 32124

Ph: (386) 257-4448 Fx: (386) 257-5503 E-mail: agpcon@bellsouth.net

www.agpiferconstruction.com

PARKS AND RECREATION PROJECTS

Job Name & Address	Owner Address & Phone	Start	End	Contract Amount
Veterans Memorial Park	City of Port Orange Suzan Lavello 1000 City Center Circle Port Orange, FL 32129 (386) 506-5851	11/4/2010	6/10/2011	\$ 121,000.00
Flagler Avenue Seawall, Boardwalk, Parking Area, Sidewalks & Restroom Improvements	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	11/1/2011	7/10/2012	\$ 899,495.00
Esther Street Beachfront Park and Stormwater Improvements	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	7/16/2012	3/1/2013	\$ 1,051,831.26
Port Orange City Center Ballfields City Center Circle Port Orange, FL 32129	City of Port Orange Suzan Lavello 1000 City Center Circle Port Orange, FL 32129 (386) 506-5851	11/6/2012	3/8/2013	\$ 374,615.00
Mary Ave Tot Lot - Restrooms /Pavilion 505 Mary Avenue New Smyrna Beach, FL 32168	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	5/14/2013	7/11/2013	\$ 65,805.00
Stadium Bleacher Renovations 1800 Turnbull Bay Road New Smyrna Beach, FL 32168 New Smyrna Beach Sports Complex	City of New Smyrna Beach Fernand Tiblier Jr 210 Sams Avenue New Smyrna Beach FL 32168 386-424-2185	5/4/2013	12/4/2013	\$ 371,737.00
Toronita Off Beach Parking & Restroom Construction 4200 South Atlantic Avenue Port Orange, FL 32117	County of Volusia Purchasing & Contracts 123 West Indiana Ave, Room 302 DeLand, FL 32720	12/5/2013	6/4/2014	\$ 373,427.30
Spruce Creek Rec. Fac. Ballfield Mod 5959 S. Spruce Creek Road Port Orange, FL 32124	City of Port Orange 1000 City Center Circle Port Orange FL 32129	11/11/2013	5/14/2014	\$ 344,410.80

A.G. PIFER CONSTRUCTION CO. INC.

Mr. Anthony Gregg Pifer

President

A.G. Pifer Constriction Co. Inc. was established as a Corporation in December of 1989, with a workforce consisting of one laborer and A. Gregg Pifer as President / Owner and has grown to a competitively sized construction company with sixteen employees and annual gross sales averaging \$7 to \$8 million dollars.

In May of 1988, Mr. Pifer started the company with a Superintendents weekly pay check of \$360.00 and a lot of prayer.

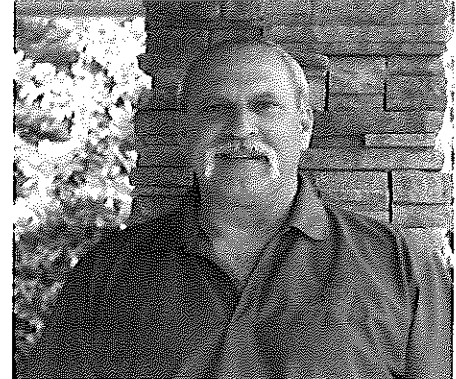
Mr. Pifer's construction career started in 1972, when a friend's father hired him to move drywall to the second floor of his office building in Pittsburgh, PA. He noticed the framing carpenters building walls and decided it would be a great thing to learn more about. He obtained guidance of one of the finest carpenters he had ever met, even to this day. During the last two years of high school, he entered a trade school called Parkway West Technical School, where he received his technical training regarding construction mechanics. While in technical college, he was put in charge of constructing a four story classroom building to be used for future students in the facility. This building is still used on campus today.

In 1981 Equity Realty Inc. hired Mr. Pifer over the phone. Their primary business was condominium conversions. After two weeks of employment, he was promoted to head carpenter, overseeing a 270-unit complex in Altamonte Springs. In the following five months, he was again promoted to head Supervisor in charge of multiple million dollar projects, at twenty-one years of age. At eleven months, he was transferred to Daytona Beach to oversee a project, which the budget was about to be exhausted and completion was not in site. Mr. Pifer successfully completed the project within the anticipated budget.

He then accepted a position with the local carpenters Union and worked at Epcot Center for seven months. During these months, he excelled in his knowledge of custom construction methods and other trades related to construction. After a few years of constructing high-rise buildings, low-rise buildings and other types of buildings, Mr. Pifer accepted a position with Hall Construction.

Mr. Jim Hall sent Mr. Pifer to construction licensing courses to prepare him for the state certified contractors' exam. In May of 1987, Mr. Pifer passed the Contractors exam and notified Hall Construction Co. Inc. that he would be leaving, with a two year notice, to venture out on his own.

Anthony Gregg Pifer started A.G. Pifer Construction Co. Inc. in December of 1989. In the years to come, the firm experienced well controlled growth. This growth included small and large scale projects. No project was unmanaged by Mr. Pifer. The reputation of the company grew and to this day, its clients still continue to call back for additional projects.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124

Ph: (386) 257-4448

Fx: (386) 257-5503

E-mail: agpcon@bellsouth.net

Experience

43 Years Experience in Construction

Tenure with AGP

25 Years with A.G.P.

Qualifications

State of Florida Certified General

Contractor CGC040437

Jessica Lungford Certified

LEED Certified

Primary Role

President

Chief Project Manager

Chief Project Coordinator

Chief Executive Operator

Chief Financial Executive

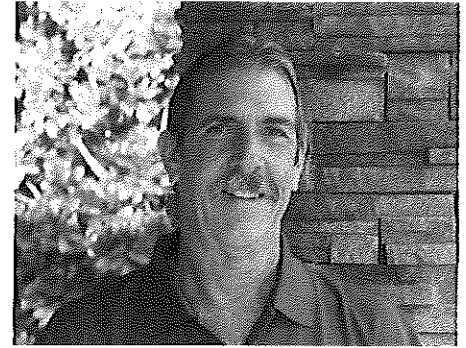
A.G. PIFER CONSTRUCTION CO. INC.

Mr. John Griswold

Senior Superintendent

Mr. John Griswold was hired by A.G. Pifer Construction Co. Inc. in April of 2004 as a Project Superintendent with 40 Years construction experience. During his employment with A.G. Pifer Construction, Mr. Griswold has constructed over 30 MRI suites, as well as many other successful construction projects, including Toronita Off-Beach Parking & Restrooms in Port Orange, FL for Volusia County and Stadium Bleacher Renovations in New Smyrna Beach, FL for the City of New Smyrna Beach.

Mr. Griswold is known for his effective project supervision and delivering a project ahead of schedule or on time. His problem solving skills allow the job site to maintain an effective work flow and progress. Employees that work under Mr. Griswold will adhere to all OSHA and Drug Free Workplace requirements, as well as job safety to ensure the most reduced Workman's Compensation injuries.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: agpcon@bellsouth.net

Experience

52 Years Experience in Construction

Tenure with AGP

11 Years with A.G.P.

Qualifications

Lead Certified
Jessica Lungford Certified

Primary Role

Senior Superintendent

A.G. PIFER CONSTRUCTION CO. INC.

Mr. William DeMattia

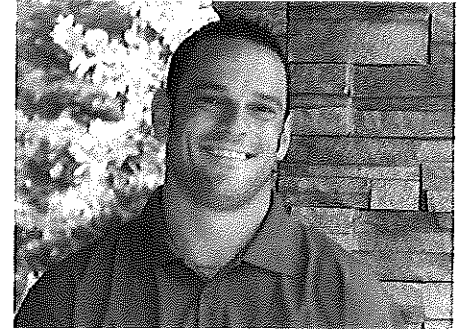
Assistant Project Manager

Mr. William DeMattia was hired by Mr. Pifer in October of 2005, at the young age of 21 years old. Eager to learn the construction field, Mr. DeMattia quickly found a place with the A.G. Pifer Construction crew and began developing his vast knowledge of construction.

Throughout his employment with A.G. Pifer Construction Co. Inc, Mr. DeMattia was given the opportunity to manage jobs and repeatedly proved to Mr. Pifer that he had what it took to become a successful Superintendent.

In 2013, Mr. Pifer decided to test Mr. DeMattia and gave him his first Supervision project, Mary Avenue TOT Lot and Restrooms located at 505 Mary Avenue, New Smyrna Beach, FL 32168. He effectively completed the job on time and without complications, proving to Mr. Pifer that he was a viable asset to the A.G. Pifer construction family.

In 2014, Mr. DeMattia was asked to join the Office team of A.G. Pifer Construction Co. Inc. as Assistant Project Manager to Mr. Pifer. He has used his vast knowledge in the field to help Mr. Pifer time manage project and deal with any problems that have arrived in an effective and knowledgeable manor.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124

Ph: (386) 257-4448

Fx: (386) 257-5503

E-mail: agpcon@bellsouth.net

Experience

10 Years Experience in Construction

Tenure with AGP

10 Years with A.G.P.

Qualifications

Notary Public, FF130633

Primary Role

Assistant Project Manager

Superintendent

Site Coordinator

Client Contact

A.G. PIFER CONSTRUCTION CO. INC.

Mrs. Sheri Scarsella

Office Manager / Project Coord.

Mrs. Sheri Scarsella was born into a construction home in upstate New York, her father is the Owner of a successful, 40 years old, Remodeling business and her brother is a licensed Architect in the State of New York, as well as Florida.

In 2003, Mrs. Scarsella (formally Ms. LaPlante) was hired by a local Architecture firm as receptionist / Office Manager in training. Her career, as well as that firm, blossomed into a success and Mrs. Scarsella gained a vast knowledge of the construction field as well as business management, including the permitting process, construction management and management of the various aspects of construction. She also proved to be effective in office management with her extensive problem solving skills. In her six years with that firm, Mrs. Scarsella developed very close relationships with various subcontractors and contractors in the Volusia County area, as well as relationships with clients which she has carried with her. She mastered many programs, including Quickbooks accounting, Excel, Word, Outlook and other office management software.

Mrs. Scarsella then decided to branch her career out and was hired by Mr. Pifer to become Office Manager of A.G. Pifer Construction Co. Inc. In working with A.G. Pifer Construction, Mrs. Scarsella gained a different aspect into the construction field. She successfully managed the office and business under Mr. Pifer.

In 2011, Mrs. Scarsella accepted employment with Volusia County Schools as a High School Teacher, which she remained for three years. During her employment with Volusia County Schools, Mrs. Scarsella returned to A.G. Pifer Construction to help maintain the management of the office and replace the various Office Manager's that moved on.

In January of 2013, Mrs. Scarsella returned to A.G. Pifer Construction as a full time Project Coordinator and Office Manager. Her effective communication skills, as well as time management and organization skills have made project management easily understood and effective in A.G. Pifer Construction Co. Inc.



CONTACT INFORMATION

3629 Old Deland Road
Daytona Beach, Florida 32124
Ph: (386) 257-4448
Fx: (386) 257-5503
E-mail: agpcon@bellsouth.net

Experience

15 Years Experience in Construction

Tenure with AGP

6 Years with A.G.P.

Qualifications

Notary Public, EE866836

Primary Role

Project Coordinator
Office Manager

SECTION 00140

LISTING OF PREVIOUS EXPERIENCE

Client List

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

List all clients to whom you currently provide, or have in the past provided goods/services equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	City of New Smyrna Beach	(386) 424-2185	No	10 +	Construction of numerous parks. Please see attached list.
2	City of Port Orange	(386) 506-5600	Yes	10 +	Construction of numerous parks. Please see attached list.
3	County of Volusia	(386) 736-5967	Yes	10 +	Construction of parks, historical renovations. Please see attached list.

SECTION 00155

LISTING OF SUBCONTRACTORS

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

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Site	Hardy Construction Inc.	1) County of Volusia 2) Two Men and a Truck 3) City of DeLand
Electrical	A Electric Company of Flagler	1) Bean Construction 2) Brandee's Engineering 3) Sawcross Construction
Plumbing	Leonard Briand Plumbing Contracting	1) Flagler County BOCC 2) City of New Smyrna Beach 3) County of Volusia
Dock / Boardwalk	P&G Construction, Inc.	1) TCL Construction Concepts, Inc. 2) Southern Lumber and Treating 3) Matanzas Geoscience
Concrete / Masonry	Olympia Construction, Inc.	1) Jordan Brothers Construction, LLC 2) RLH Construction, LLC 3) Gargi's Lakeside

SECTION 160

Executed in 1 Counterpart

BID BOND

A.G. Pifer Westfield Insurance
KNOW ALL MEN BY THESE PRESENTS, that we, Construction Co., Inc. as Principal and Company of the City of Westfield Center State of Ohio, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Port Orange hereinafter called the Owner, in the sum of Five Percent of Amount Bid Dollars (\$ ---5%---) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

BID NO. 15-17 Riverwalk Park Phase 1A

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue. IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 5th day of April, 20 15, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

Witness

ATTEST:

Sheri Scarsella
Sheri Scarsella

ATTEST:

Anita Navarra
Anita Navarra

A.G. Pifer Construction Co., Inc. (Seal)

Name of Bidder

Signature of Officer

Corporate Principal

President AFFIX
CORPORATE SEAL

By

Don Bramlage

AFFIX
CORPORATE SEAL

Westfield Insurance Company

Corporate Surety

Attorney-In-Fact & FL Licensed Resident Agent
Title

Inquiries: 386-898-0507

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0990992 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DON BRAMLAGE, JEFFREY W. REICH, LESLIE M. DONAHUE, SUSAN L. REICH, PATRICIA L. SLAUGHTER, GLORIA A. RICHARDS, TERESA L. DURHAM, CHERYL FOLEY, LISA ROSELAND, JOINTLY OR SEVERALLY

of MAITLAND and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 21st day of MARCH A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 23rd day of April A.D., 2015



Frank A. Carrino, Secretary

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

STATE OF FLORIDA §
COUNTY OF VOLUSIA §

Before me, the undersigned authority, personally appeared affiant Anthony Gregg Pifer, who being first duly sworn, deposes and says:

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

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

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

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm A.G. Pifer Construction Co. Inc.

By: [Signature]

Name and Title Anthony Gregg Pifer, President

Date: 04/23/2015

The foregoing instrument was acknowledged before me this 23rd day of April, 2015 by Anthony Gregg Pifer, as President of A.G. Pifer Construction Co. Inc. and who: ☒ is personally known to me; or ☐ has produced personally known as identification.

[Signature]

Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date



SHERI SCARSELLA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE866836
Expires 1/21/2017

SECTION 00180

ANTI-COLLUSION STATEMENT

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

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

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

NAME OF FIRM: A.G. Pifer Construction Co. Inc.

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

TITLE: Anthony Gregg Pifer, President

ADDRESS: 3629 Old Deland Road

CITY AND STATE: Daytona Beach, FL 32124

TELEPHONE: (386) 257-4448

COMPLETION TIME: 180 Days

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

NO BID (REASON) _____

SECTION 00190

DRUG FREE PREFERENCE STATEMENT

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

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

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

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

FIRM: A.G. Pifer Corporation

Name and Title: Anthony Gregg Pifer, President

The foregoing instrument was acknowledged before me this 23rd day of April, 2015 by A. Gregg Pifer, as President of A.G. Pifer and who: ☒ is personally known to me; or ☐ has produced Personally Known as identification.

Sheri Scarsella
Notary Public, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date



SHERI SCARSELLA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE666836
Expires 1/21/2017

TRENCH SAFETY AFFIDAVIT

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

Cost

187/L.F.

(Cost in Words)

TOTAL \$ 187.00 LF

COMPANY NAME: A.C. Pifer Construction Co., Inc.

DATE: 04/23/2015

BY: Anthony Gregg Eifer, President

Page 29



A. G. PIFER CONSTRUCTION CO., INC.

General Contractor License #CGC040437

3629 Old Deland Road

Daytona Beach, FL 32124

(386) 257-4448 • Fax (386) 257-5503

www.agpiferconstruction.com • Email agpcon@bellsouth.net

RICK SCOTT, GOVERNOR

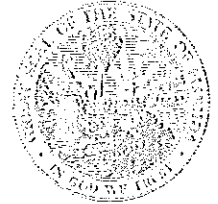
KEN LAWSON, SECRETARY

STATE OF FLORIDA

**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CGC040437	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016



PIFER, ANTHONY GREGG
A G PIFER CONSTRUCTION CO INC
3629 OLD DELAND RD
DAYTONA BEACH FL 32124-3645



ISSUED: 07/23/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1407230001502



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

BID Opening Tabulation Total

Bid Opening, Thursday April 23, 2015
Envelope #1 at 10:00 a.m. in Council Chambers
Envelope #2 at 2:00p.m. in Second Floor Conference Room

BID # 15-17: RIVERWALK PARK PHASE 1A

Bid Release Date: **March 10, 2015**

Mandatory Pre-Bid Meeting Date & Time: **March 24, 2015 at 2:00 p.m.**

Last Day for Questions: **April 1, 2015 by 5:00 p.m.**

(Envelope #1 & 2) Bid Due Date & Time: **April 23, 2015 10:00 a.m.**

ADDENDA ISSUED: 1

Bidder's Submittal Checklist:

1. _____ **Envelope #1: "Forms"** (1) original, (2) copies and (1) CD or flash drive version of the bid tabbed, indexed, and placed in the following order:

Forms:

- ☐ 1: Bidder acknowledgement form: (Section 00030)
- ☐ 2: Insurance certificates: Submit a copy (Section 00080)
- ☐ 3: Statement of bidder's qualifications (Section 00130)
- ☐ 4: Listing of previous experience: (Section 00140)
- ☐ 5: Listing of subcontractors: (Section 00155)
- ☐ 6: Bid bond: (Section 00160)
- ☐ 7: Public entity crime statement: (Section 00170)
- ☐ 8: Anti-collusion statement (Section 00180)
- ☐ 9: Drug free/tie preference statement (Section 00190)
- ☐ 10: Trench Safety Affidavit (Section 00195)
- ☐ 11: Florida General Contractor's License (Section N/A)

2. _____ **Envelope #2: "Price"** (1) original, (2) copies and (1) CD or flash drive version of the bid tabbed, indexed, and placed in the following order:

Price:

- ☐ 1: Schedule of Unit Values (Section 200)
- ☐ 2: Total Base Bid: (Section 00210)

BID # 15-17: RIVERWALK PARK PHASE 1A

Bid/Proposal Receipt List

15-17 Envelope #1 Requirements 1 Original, 2 Copies, 1 CD or Flash		Shoreline Foundation	Construct Co. Inc.	Douglass N. Higgins Inc.	S.E. Cline Construction
1	Bidder Acknowledgement Form	✓	✓	✓	✓
2	Insurance Certificates	✓	✓	✓	✓
3	Statement of Bidder's Qualifications	✓	✓	✓	✓
4	Listing of Previous Experience	✓	✓	✓	✓
5	Subcontractors List	✓	✓	✓	✓
6	Bid Bond	✓	✓	✓	✓
7	Public Entity Crime Statement	✓	✓	✓	✓
8	Anti-Collusion Statement	✓	✓	✓	✓
9	Drug Fee / Tie Preference Statement	✓	✓	✓	✓
10	Trench Safety Affidavit	✓	✓	✓	✓
11	Florida General Contractor's License	No	✓	✓	✓

15-17 Envelope #2 Requirements 1 Original, 2 Copies, 1 CD or Flash		Shoreline Foundation	Construct Co. Inc.	Douglass N. Higgins Inc.	S.E. Cline Construction
1	Schedule of Unit Prices	✓	✓	✓	✓
2	Total Base Bid	1,337,534.50	917,953.02	1,077,990.00	989,325.00
	Phase 1A Additive Alternate #1	112,467.00	173,983.05	178,001.00	178,000.00

The following information is a record of the submitters as received at the time of opening. All bids are subject to review by the City and award requires a formal contract and approval by City Council.

Opened & Tabulated By: Joseph A. Gomez, Purchasing Manager

[JJ 04.13.15]

15-17 Bid Opening



BID # 15-17: RIVERWALK PARK PHASE 1A

Bid/Proposal Receipt List

15-17 Envelope #1 Requirements 1 Original, 2 Copies, 1 CD or Flash		A.G. Pifer Construction	DJ Haycock Construction	Saboungi Construction	
1	Bidder Acknowledgement Form	✓	✓	✓	
2	Insurance Certificates	✓	✓	✓	
3	Statement of Bidder's Qualifications	✓	✓	✓	
4	Listing of Previous Experience	✓	✓	✓	
5	Subcontractors List	✓	✓	✓	
6	Bid Bond	✓	✓	✓	
7	Public Entity Crime Statement	✓	✓	✓	
8	Anti-Collusion Statement	✓	✓	✓	
9	Drug Fee / Tie Preference Statement	✓	✓	✓	
10	Trench Safety Affidavit	✓	✓	✓	
11	Florida General Contractor's License	✓	✓	✓	

15-17 Envelope #2 Requirements 1 Original, 2 Copies, 1 CD or Flash		A.G. Pifer Construction	DJ Haycock Construction	Saboungi Construction	
1	Schedule of Unit Prices	✓	✓	✓	
2	Total Base Bid	788,987.20	918,726.00	913,298.00	
	Phase 1A Additive Alternate #1	158,400.00	214,700.00	116,320.00	

The following information is a record of the submitters as received at the time of opening. All bids are subject to review by the City and award requires a formal contract and approval by City Council.

Opened & Tabulated By: Joseph A. Gomez, Purchasing Manager

[JJ 04.13.15]

15-17 Bid Opening



AIA[®] Document A101[™] – 2007

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

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

and the Contractor:
(Name, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

§ 3.3 The Contractor shall achieve Substantial Completion of the Work not later than _____ and Final Completion on _____.

Init.

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

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be _____ (\$ _____), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
------	-----------------------	----------------

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:46:42 on 01/29/2015 under Order No.3379221374_1 which expires on 06/23/2015, and is not for resale.

User Notes:

(1749316952)

the required *Waiver and Partial Release from Contractor, Waiver and Partial Releases from Contractor's Subcontractors, Sub-subcontractors, suppliers and materialmen or any party with lien rights, and Contractor's Affidavit of Outstanding Accounts* are attached as Composite Exhibit "D".

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

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

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

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

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

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

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and *(Section 9.8.5 of AIA Document A201-2007, as modified by Owner, requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007, as modified by Owner.

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

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

Init.

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

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

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, as modified by Owner, and to satisfy other requirements, if any, which extend beyond final payment; and the Contractor provides to the Owner fully executed *Contractor's Final Payment Affidavit, Contractor's Affidavit of Outstanding Accounts, Final Waiver and Release of Lien from Contractor and Final Waivers and Releases of Liens from Contractor's Subcontractors, Sub-subcontractors, suppliers and materialmen or any party with lien rights*.and
- .2 a final Certificate for Payment has been issued by the Architect.

Copies of the required *Contractor's Final Payment Affidavit, Contractor's Affidavit of Outstanding Accounts, Final Waiver and Release of Lien from Contractor and Final Waivers and Releases of Liens from Contractor's Subcontractors, Sub-subcontractors, suppliers and materialmen or any party with lien rights* are attached as Composite Exhibit "D".

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

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

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

§ 6.2 BINDING DISPUTE RESOLUTION

The method of dispute resolution shall be as follows:

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

Init.

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2

(Paragraphs deleted)

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

§ 8.3 The Owner's representative:

(Name, address and other information)

§ 8.4 The Contractor's representative:

(Name, address and other information)

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

§ 8.6 OTHER PROVISIONS

§ 8.6.1 FINANCIAL DISCLOSURES

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

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

§ 8.6.2 WAIVER OF JURY TRIAL

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

§ 8.6.3 CORRECTION OF WORK

In the event that Contractor fails to timely take corrective action, Owner may correct, remove and/or replace the non-conforming work at Contractor's expense using the specified materials or such other materials which the Owner, in its sole discretion, deems appropriate.

§ 8.6.4 SCHEDULING

Contractor shall utilize Primavera (P3) or Suretrac as its scheduling software.

§ 8.6.5 VENDOR DIVERSITY/MINORITY

Provided that prices are competitive and that the quality, quantity and timeliness of the Work will not be prejudiced or compromised, Contractor is encouraged, but not required, to utilize where reasonably practical a reasonable number of minority owned and/or controlled companies for the Project. In the event that Contractor utilizes a minority owned and/or controlled company, Contractor shall submit to the Owner the name of the company, the scope of the work and

Init.

the contract sum of the work being performed by the minority owned and/or controlled company. Contractor shall retain in its sole discretion the final decision on the selection and use of subcontractors and other vendors and shall remain fully responsible for their work, material and services as called for by the Contract Documents.

§ 8.6.6 The Contractor's use of local (in state) laborers, subcontractors, material suppliers, and equipment suppliers is encouraged by Owner and may influence the Owner's selection process.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

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

(Table deleted)

§ 9.1.4 The

(Paragraphs deleted)

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

(Table deleted)

§ 9.1.5 The

(Paragraphs deleted)

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

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number

Date

Pages

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

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

.1

(Paragraphs deleted)

Other documents, if any, listed below:

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

Exhibit "A" – Scope of Work, List of Contract Drawings and Specifications

Exhibit "B" – Start and Completion Schedule

Exhibit "C" – Application for Payment

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

Exhibit "E" – Contract Completion Checklist

Init.

Exhibit "F" – Performance Bond and Payment Bond

ARTICLE 10 INSURANCE AND BONDS

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

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

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)
Comprehensive General Liability Policy; including but not limited to owners and contractors protective liability and products and completed operations coverage	Minimum of \$1,000,000 per occurrence; \$2,000,000 general aggregate, combined single limit
Business Auto Policy	Minimum of \$1,000,000 per occurrence, combined single limit
Workers' Compensation Insurance	\$500,000 per occurrence
Payment and Performance Bonds	

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/05/2015

Consent item: No

SUBJECT: City of Port Orange Strategic Plan

DEPARTMENT: City Manager

RECOMMENDED MOTION: Move to approve the City of Port Orange Strategic Plan, which includes the vision, values, mission statement, goals and objectives

SUMMARY: The Port Orange City Council held two strategic planning workshops on March 18 and March 20, 2015 to develop a vision, organizational values, a mission statement, and to identify goals, objectives, and priorities for implementation in the next few years.

Ms. Marilyn Crotty, director of the John Scott Dailey Florida Institute of Government at the University of Central Florida facilitated both sessions. The Mayor, Council Members, interim city manager, interim assistant city manager, and the city attorney participated in the workshops, which were noticed and open to the public. This report is a summary of the outcomes of the workshops.

Staff is requesting approval of the vision, organizational values, mission statement, goals and objectives, which comprise the strategic plan upon which funding requests will be built for fiscal year 2015-2016.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Port Orange 2015-16 Strategic Plan	Port Orange Strategic Planning Report 2015.docx
----	------------------------------------	---

Rosen, Alan
Harden, David

Created/Initiated - 04/21/2015
Final Approval - 04/30/2015



STRATEGIC PLANNING REPORT CITY OF PORT ORANGE

MARCH 18 & 20, 2015

Facilitated by:
Marilyn E. Crotty
Florida Institute of Government
University of Central Florida

INTRODUCTION

The Port Orange City Council held two strategic planning workshops on March 18 and March 20, 2015 to develop a vision, organizational values, a mission statement, and to identify goals, objectives, and priorities for implementation in the next few years. Ms. Marilyn Crotty, director of the John Scott Dailey Florida Institute of Government at the University of Central Florida facilitated both sessions.

The Mayor, Council Members, interim city manager, interim assistant city manager, and the city attorney participated in the workshops, which were noticed and open to the public.

This report is a summary of the outcomes of the workshops.

The workshop began with self-introductions by the participants and an overview of the agenda by the facilitator. There was an opportunity for citizen comment at the beginning of the session with only one citizen attending and commenting on the current lack of clear policies. He suggested that the city needs to adopt good policies.

VISION FOR THE CITY 2035

Ms. Crotty asked the Council Members to imagine that it is 2035 and that the City of Port Orange has prospered over the past 20 years. She asked them to describe their ideal image of the city at that time. The following comments were made:

- There is a thriving economy with high end growth and good jobs
- Young people stay in the city and come to Port Orange
- The demographics of the city include all ages
- It is a family oriented community
- Responsible renovation, and revitalization have reinvigorated and reinvented the city
- The Ridgewood corridor is vibrant
- There is an abundance of natural resources with clean air and water
- There are lots of opportunities for growth of both businesses and individuals
- There is a diversity of jobs available
- Port Orange is a welcoming place for senior citizens
- It is a safe city
- There are plenty of “open spaces”
- We have many recreational facilities
- Port Orange is a place for culture
- The city is “in balance”
- This is a close knit city with a sense of community
- We are neighborhood-based
- Port Orange is an active community
- The city is aesthetically pleasing – is clean, looks good, and there is lots of vegetation
- The community is well connected – physically, socially, and technologically
- Port Orange is economically ageless

Based on these qualities and characteristics, the group crafted the following statement as a vision for the city:

A vibrant, prosperous, and economically ageless community where the natural environment, culture and quality of life today meet continuing opportunities for fun, success and security in the future. This makes Port Orange a great place to live, work and play.

ORGANIZATIONAL VALUES

The facilitator asked the group to identify values or guiding principles they felt were important for the city to use in its decision-making and to follow in its actions. The following were listed with the values at the top of the list receiving the most support. Statements were written for each of these six values.

Ethical Behavior	6
Loyalty	5
Innovation	4
Respect	4
Stewardship	3
Trust	3
Civility	2
Accountability	2
Honesty	2
Responsibility	2
Openness	1
Honoring Commitments	1
Friendly	1
Proactive	1

City of Port Orange Organizational Values

The City of Port Orange is a community where our residents, city council, and city staff work together to assure a high quality of life for all. To that end, we dedicate ourselves to the following organizational values:

Ethical Behavior: As an organization we are honest and truthful in all situations. We keep our commitments and strive to perform our responsibilities at the highest level.

Loyalty: The citizens and public employees uphold an unwavering allegiance to the city and each other, fostering a strong sense of community and a united municipality.

Innovation: We believe it is essential to nurture and support creativity and the development of new ideas within our organization. Innovation is a vital element to sustaining a vibrant, prosperous and economically ageless community.

Respect: We are an organization that values mutual respect for our residents and public servants. Civility fosters effective interactions for the benefit of the community.

Stewardship: We are careful stewards of our fiscal resources, human capital, infrastructure and the natural environment of the city; managing them with complete transparency and full accountability.

Trust: Trust forms the foundation for all the city's relationships and builds the community's confidence. Mutual trust among citizens, the City Council, and city staff fosters accurate communication and superior performance.

MISSION

In order to develop a mission statement, Ms. Crotty began by posing a series of questions to the participants. The responses led to the creation of the statement below.

- What do you (the city) do?
 - Provide services for the public
 - A leader – trend setter
 - Provide recreation services (Parks, etc.)
 - Ensure public safety
 - Development and oversight of the community – responsible growth and redevelopment
 - Regulate - Pass laws, public conduct
 - Levy taxes and fees
 - Protect the environment
 - Coordinate with other governments
 - Ensure financial stability
 - Build a sense of community
 - Serve as a sounding board
 - Maintain city appearance
 - Guardian of history – preservation
 - Educate

- Who do you do this for? Who do you serve?
 - Residents
 - Business owners
 - Visitors
 - Neighboring jurisdictions
 - Statewide and regional agencies
 - Mutual Aid – in and out of state
 - Media
 - Employees
 - Civic organizations/ Non-profits
 - Neighborhoods/- Home Owners Associations
 - School district
 - Hospital district

- What are you known for?
 - Low crime rate
 - Leaders
 - Innovative
 - High quality first responders
 - Drinking water – high quality
 - Low Taxes – low millage rate
 - Trend setters
 - Water independent – own well fields
 - Reclaimed water – early adopters
 - World class schools
 - Parks and recreation programs
 - Economic opportunities
 - Dunlawton corridor – environmental preservation
 - Progressive
 - Family friendly
 - The pavilion
 - Environmentally conscientious
 - Safe, clean, family – nice place to live

MISSION STATEMENT

Port Orange provides a full range of high-quality municipal services to all our stakeholders in a safe, clean environment while safeguarding our natural resources and building a strong sense of community.

After staff provided a brief update of progress that had been made in the city during the last year, Ms. Crotty asked the group to list things they think are working well in the city and areas that need improvement. The following were listed:

WHAT'S WORKING? / WHAT NEEDS WORK?

- **What's Working Well?**
 - Police, consistent management, good core of employees
 - Fire, starting to stabilize, good core
 - Parks and Recreation, consistent management
 - Community Development, consistent management; code enforcement improved
 - Public Utilities – some really good staff and new manager potential
 - IT
 - HR is working better
 - Hiring of permanent executive staff – new ideas, open to change
 - Citizen Connection
 - Interim City Manager
 - Staff open to change
 - Council gets along and functions well
 - Civil council meetings at council level
 - Diversity of ideas and opinions
 - High reserves
 - Clerk's Office
 - Purchasing
 - Code enforcement special magistrate
 - Police volunteers

- **What's Needs Work?**

- Stabilization of department heads, city manager, assistant city manager
- Succession planning
- Length of time it takes to implement projects
- Communication with Council
- Process improvement
- Empowerment – decision making at appropriate level
- Disconnect with citizens – method of dealing with upset constituents; training issue – “caring city”
- Rebuilding trust with staff; confidence in information provided
- Culture change – failure, appropriate risk taking is OK
- Getting clear direction from Council
- Implementation of compensation study – become competitive
- Contract administration - Training in project management; tracking software
- Streamlining financial system
- Clear policies and procedures – best practices, training, updated
- Team approach – interdepartmental cooperation and coordination
- Planning, scheduling and timing for projects/contracts

STRATEGIC ISSUES

The Council and staff identified strategic issues and organized them into like categories:

- **Infrastructure**
 - Continue to fix drainage issues
 - Complete reclaimed water project
 - Comprehensive utilities R&R plan
 - Infrastructure – utilities, drainage, roads, sidewalks
 - Addressing conversion of septic tanks to sewer
- **Public Safety**
 - Improve Traffic on Dunlawton and Yorktown
 - Rebuilding the command structure of the police department
- **Fiscal**
 - Simplification of financial structure and reporting
 - Strategies to reduce unfunded pension liabilities
 - Equitable distribution of gas tax
 - Annexation opportunities
- **Human Capital**
 - Employee compensation
- **Economic Development**
 - Redevelopment of US1 (Ridgewood)
 - Continuing implementation of Riverwalk Park
 - Regulatory incentive program
- **Quality of life**
 - Long term provision of athletic fields, recreation
 - Riverside Urban trail
 - Beautification – grounds maintenance, aesthetics
- **Organizational Excellence**
 - Address internal and external communication issues
 - Continuous improvement process for development of policies and procedures

Upon reviewing these issues, the Council determined that the human capital issues could be addressed under the Organizational Excellence category. They then confirmed that the remaining six strategic issues listed above were appropriate goals for the city. The Council then identified objectives under each goal and selected priorities. Any objective that received support from three or more Council Members (identified by the number in parentheses in front of each objective) is considered a “priority”. The rest of the objectives are listed as “other”. Goals are listed in order of the total number of votes (most to least) received by related objectives within each goal.

GOALS AND OBJECTIVES



GOAL 1 – INFRASTRUCTURE PRESERVATION

To preserve and develop city infrastructure through the careful planning and construction of transportation, drainage and utilities in order to ensure the safety and viability of Port Orange for its residents, businesses and visitors.

Priority Objectives

Objective 1 – Develop shovel ready projects in preparation for funding opportunities (5)

Objective 2 – Develop infrastructure master plans including drainage, transportation and utilities to provide clear infrastructure needs (4)

Objective 3 – Finish reclaimed lakes in order to increase capacity for water filtration and disposal (3)

Other Objectives

Objective 4 – Enhance the infrastructure maintenance programs in order to extend the life of capital investments (1)

Objective 5 – Conduct a septic tank study in order to determine the full needs and impact of moving property to sewer service (0)



GOAL 2 - QUALITY OF LIFE

To enhance the quality of life by creating an aesthetically pleasing environment, ample park spaces and a multitude of community events so that residents and visitors can enjoy the natural and planned setting without having to leave Port Orange.

Priority Objectives

Objective 1 – Maintain existing beautification efforts and implement phases not yet complete (4)

Objective 2 – Plan and develop riverside urban trail (3)

Objective 3 – Increase the number of events and festivals at Riverwalk and city center complex (3)

Other Objectives

Objective 4 – Update and adopt a Parks and Recreation master plan including land acquisition needs for a major sports/athletic complex (2)

Objective 5 – Enhance code enforcement visibility and technology in order to increase effectiveness and efficiency (1)



GOAL 3 - ECONOMIC DEVELOPMENT

To increase economic opportunities by developing and marketing city assets in order to investment in the local economy for the benefit of Port Orange residents and businesses.

Priority Objectives

Objective 1 – Continue the implementation of Riverwalk (4)

Other Objectives

Objective 2 – Develop strategy for use of appropriate incentives for desirable development (2)

Objective 3 – Continue land acquisition program along US1 (2)

Objective 4 – Establish a pricing and marketing program for City land in Eastport and other areas (2)

Objective 5 – Explore economic development through competitive sports tournaments (0)



GOAL 4 – FISCAL SUSTAINABILITY

To enhance the fiscal sustainability of the city through both technology and sound financial decision-making in order to ensure the organizational viability needed to properly serve the residents and businesses of Port Orange.

Priority Objectives

Objective 1 – Acquire appropriate software for efficient/effective finance reporting and management (3)

Objective 2 – Explore annexation opportunities (3)

Other Objectives

Objective 3 – Continue to simplify financial structure and reporting (2)

Objective 4 – Decrease unfunded pension liability (1)

Objective 5 – Review and revise fees and charges if needed (0)

Objective 6 – Explore internal auditing needs and capabilities (0)

Objective 7 – Plan for equitable distribution of county gas tax (0)



GOAL 5 - PUBLIC SAFETY

To provide excellent public safety services for the residents, businesses and visitors of Port Orange by maintaining preparedness for emergency and routine events within our public safety infrastructure.

Other Objectives

Objective 1 – Enhance paramedic services and capacity (2)

Objective 2 – Address traffic management and safety issues (1)

Objective 3 – Rebuild command structure of the police department – operations/zones (1)

Objective 4 – Review, update and drill emergency management protocols and training (1)



GOAL 6 - ORGANIZATIONAL EXCELLENCE

To enhance organizational efficiency and effectiveness through a highly motivated and stable workforce that continuously improves services and positive communication in order to better serve internal agencies and the public.

Other Objectives

Objective 1 – Implement compensation study (2)

Objective 2 – Create a program for recruitment, retention and development of employees (1)

Objective 3 – Develop a public relations plan/program to enhance city image (1)

Objective 4 – Increase 2-way communication with citizens (1)

Objective 5 – Implement a continuous process improvement program to enhance policies and procedures (0)

Objective 6 – Enhance Human Resources capabilities including labor relations and collective bargaining agreement administration (0)

Objective 7 – Improve internal communication through a team approach (0)

Objective 8 – Enhance contract management capabilities (0)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/05/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-16 - Amending City Code Section 2-262 - Purchase and sales procedures and Establishing Section 2-275, Local Preference

DEPARTMENT: Finance

RECOMMENDED MOTION: Move approval on first reading of Ordinance No. 2015-16, revising in City Code Section 2-262 - Purchase and sales procedures and establishing a new Section 2-275 - Local Purchasing Preference.

SUMMARY: At the City Council workshop on March 31, 2015, a discussion was held on purchasing process improvement strategies which have been implemented, and proposed revisions to our existing purchasing code, namely Sections 2-262-- Purchase and Sales Procedure; 2-265 -- Waiver of Irregularities; 2-267 --- Waiver of Bidding Requirements; and 2-271-- Emergency Purchases. At the meeting, council directed staff to maintain the current process for administering the spending limit of \$25,000 regardless of project.

This agenda item requests the approval on first reading of Ordinance No. 2015-16, amending Section 2-262 of the City of Port Orange Code of Ordinances, Purchase and Sales Procedure to delete the paragraph regarding local preference. Instead a new Section 2-275 is established setting forth criteria and procedures for granting local preference in the purchasing of goods and services for the City.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-16	Ord. No. 2015-16.doc
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Gomez, Joseph
Riehm, Tracey
Rosen, Alan
Roberts, Margaret
Harden, David

Created/Initiated - 04/01/2015
Approved - 04/09/2015
Approved - 04/10/2015
Approved - 04/30/2015
Final Approval - 04/30/2015

ORDINANCE NO. 2015-16

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2,
ARTICLE VI, DIVISION 2, SECTION 2-262 OF THE CODE
OF ORDINANCES REGARDING LOCAL PURCHASING
PREFERENCE; AMENDING CHAPTER 2, ARTICLE VI,
DIVISION 2 TO ESTABLISH SECTION 2-275 REGARDING
LOCAL PURCHASING PREFERENCE; PROVIDING FOR
REPEAL OF CONFLICTING ORDINANCES; PROVIDING
FOR CODIFICATION; PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city annually spends significant dollars on purchasing goods and services, and the dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues paid by businesses and employees located within the City of Port Orange; and

WHEREAS, the city council has determined that funds generated in the community should, to the extent possible, be placed back into the local economy; and

WHEREAS, the city council has determined that it is in the best interest of the city to give a preference to local businesses; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Article VI, Division 2, Section 2-262 of the Code of Ordinances, to read as follows:

Chapter 2 – ADMINISTRATION

ARTICLE VI. - FINANCE

DIVISION 2. – PURCHASE AND SALE PROCEDURE

Sec. 2-262. - Purchase and sales procedures.

(a) – (c) [*Remain Unchanged*]

(d) ~~— In the purchase of, or contract for, personal property or contractual services, the city council may give a preference in an amount not to exceed three percent of~~

~~the bid price to local persons; provided, however, that this section in no way prohibits the right of the city council to compare quality of materials proposed for purchase and to compare qualifications, character, responsibility and fitness of all persons submitting bids. Local persons shall be defined as those whose principal place of business is located within the municipal boundaries of the city for a minimum period of one year.~~

- (ed) All sales of personal property (except trade-in personal property) which has become obsolete or unusable or the sale of which is otherwise determined to be in the best interest of the city, when the estimated value exceeds \$25,000.00, shall be made to the highest responsible bidder pursuant to the formal bidding procedure of this article. Acceptance or rejection of bids for such sales shall be made by the city council. The city council may, by appropriate resolution, authorize the city manager or other city official to execute any and all title transfers, bills of sale or other documents necessary to convey and transfer such property to the successful bidder. In the absence of such authorization by resolution, the mayor and city clerk may execute such instruments.
- (fe) All sales of personal property (except trade-in personal property) which has become obsolete or unusable or the sale of which is otherwise determined to be in the best interest of the city, when the estimated value is \$25,000.00 or less, may be sold upon the written approval of the city manager. Notice of such sale shall be posted in city hall and, insofar as is practicable and reasonable, written and sealed bids should be solicited. Notwithstanding the foregoing, such property may be sold by negotiated sale, auction or other procedure approved by the city manager. Formal advertising or compliance with the formal bidding procedure shall not be required. The city manager, or such person as he shall designate in writing, is authorized to execute any and all title transfers, bills of sale or other documents necessary to convey and transfer such property to the purchaser thereof.

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 2, Article VI, Division 2 of the Code of Ordinances to establish a new Section 2-275 to read as follows:

Chapter 2 – ADMINISTRATION

ARTICLE VI. - FINANCE

DIVISION 2. – PURCHASE AND SALE PROCEDURE

Sec. 2-275. – Local Purchasing Preference.

- (a) Purpose. The city annually spends significant dollars on purchasing goods and services, and the dollars used in making those purchases are derived, in large part, from taxes, fees, and utility revenues paid by businesses located within the City of Port Orange. The city council has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the city council has determined that it is in the best interest of the city

to give a preference to local businesses consistent with the process set forth in this section.

(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:

(1) *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.

(2) *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.

(3) *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.

(4) *Local business* means a Port Orange Business, Volusia County Business, or Florida Business as defined herein.

(5) *Principal place of business* means the nerve center or the center of overall direction, control, and coordination of the activities of the business. If the business has only one business location, such business location shall be its principal place of business.

(c) *Local preference process.* 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:

(1) *Competitive bids.*

(a) *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 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.

(b) 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 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.

(c) Florida Business. In any competitive bidding process where a Volusia County 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 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.

(d) Tied Bid Preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange Business, second priority to Volusia County Business, and third priority to Florida Business.

(2) Request for proposals, qualifications or other qualitative submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:

(a) Port Orange Business shall be granted up to eight percent (8%) of the available points.

(b) Volusia County Business shall be granted up to five percent (5%) of the available points.

(c) Florida Business shall be granted up to three percent (3%) of the available points.

(d) Tied Bid Preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange Business, second priority to Volusia County Business, and third priority to Florida Business.

- (d) Misrepresentation prohibited; penalty. Any business that misrepresents the local preference status of its firm in a proposal or bid submitted to the city shall lose the privilege to claim preference status, and shall lose eligibility to claim local preference status for a period of one (1) year.
- (e) Local preference not required. This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local business where such award is in the public interest.

SECTION 2: CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: CODIFICATION

The provisions of this Ordinance shall become and be made a part of the 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: SEVERABILITY.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

MAYOR ALLEN GREEN

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: _____
Assistant City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/05/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-17 - Amending City Code Section 2-265 - Waiver of Irregularities

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve on first reading Ordinance No. 2015-17, revising language in City Code Section 2-265 - Waiver of Irregularities.

SUMMARY: On March 31, 2015, a workshop was held to discuss purchasing process improvement strategies implemented and proposed revisions to our existing purchasing code, namely 2-262-- Purchase and Sales Procedure; 2-265 -- Waiver of Irregularities; 2-267 --- Waiver of Bidding Requirements; and 2-271-- Emergency Purchases. At the meeting, council directed staff to maintain the current process for spending limit of \$25,000 regardless of project.

This agenda item requests the approval on first reading of Ordinance No. 2015-17 - amending City Code Section 2-265, Waiver of Irregularities. Allowing the City Manager to waive minor irregularities will enable the Purchasing staff to proceed with including the bid in the bid tabulation and making an award recommendation. Any waiver granted will be reported to the City Council when the award recommendation is presented to Council for approval.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-17	Ord. No. 2015-17.pdf
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Gomez, Joseph
Riehm, Tracey
Rosen, Alan
Roberts, Margaret
Harden, David

Created/Initiated - 04/01/2015
Approved - 04/09/2015
Approved - 04/16/2015
Approved - 04/30/2015
Final Approval - 04/30/2015

ORDINANCE NO. 2015-17

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY
CODE CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-
265, RELATING TO WAIVER OF IRREGULARITIES;
PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Article VI, Section 2-265 of the Code of Ordinances, to read as follows:

Chapter 2 - ADMINISTRATION

Section 2-265: - Waiver of Irregularities.

The city council ~~shall have~~ grants the City Manager, the authority to waive any and all nonsubstantial or minor irregularities in any and all formal bids. Any waiver will be noted in any award recommendation to council.

SECTION 2: CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: 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 4: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

MAYOR ALLEN GREEN

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: _____
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/05/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-18 - Amending City Code Section 2-267 - Waiver of Bidding Requirements

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve on first reading Ordinance No. 2015-18, revising language in City Code Section 2-267 - Waiver of Bidding Requirements.

SUMMARY: On March 31, 2015, a workshop was held to discuss purchasing process improvement strategies implemented, and proposed revisions to our existing purchasing code, namely Sections 2-262-- Purchase and Sales Procedure; 2-265 -- Waiver of Irregularities; 2-267 --- Waiver of Bidding Requirements; and 2-271-- Emergency Purchases. At the meeting, council directed staff to maintain the current process for the spending limit of \$25,000 regardless of project.

This agenda item requests the approval on first reading of Ordinance No. 2015-18 - amending City Code Section 2-267 Waiver of Bidding Requirements.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Ordinance No. 215-18	Ord. No. 2015-18.doc
2.	Workshop Powerpoint presentation with original proposed changes and comment	Workshoppresentation3-31-15.pdf

Gomez, Joseph
Riehm, Tracey
Rosen, Alan
Roberts, Margaret
Harden, David

Created/Initiated - 04/01/2015
Approved - 04/09/2015
Approved - 04/16/2015
Approved - 04/30/2015
Final Approval - 04/30/2015

ORDINANCE NO. 2015-18

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY CODE CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-267, ESTABLISHING BIDDING REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Article VI, Section 2-267 of the Code of Ordinances, to read as follows:

Chapter 2 – ADMINISTRATION

Section 2-267: - ~~Waiver of Bidding Requirements.~~

The city manager shall be responsible for the procurement of supplies, materials, equipment and services paid for from city funds. The departments and/or offices shall purchase their goods and services through the Division of Purchasing, which is the city's official purchasing agency. All purchases shall comply with local, state and federal laws, rules regulations and policies, as applicable. No contract or purchase shall be subdivided to avoid the requirements of this article.

Purchases exceeding \$25,000 require approval by city council except for goods and/or services that do not lend themselves to the normal competitive bidding process and the city manager has approved waiving the formal bidding requirements, as follows:

Maintenance and/or service contracts, on various types of technical equipment that are offered and/or supplied only by the original manufacturer or its representative, or that are required to maintain the integrity of the manufacturer's warranty, or that are part of the manufacturer's rental, lease or lease purchase agreement's terms and conditions.

Materials purchased directly from a producer or publisher, an owner of a copyright, an exclusive agent with the state, a governmental agency or a recognized educational institution.

Public or regulated utility services or government franchised services.

Commodities or contractual services determined to only be available from a single source. The city shall electronically or otherwise publicly post a description of the commodities or contractual services for a period of a least seven (7) business days. The posted description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described.

Professional services (except as otherwise provided for in Florida Law) and contracts for professional services, (which include but are not limited to services provided by attorneys, accountants, actuaries, lobbyists and financial advisors) may be made or entered into by the city manager without utilizing a sealed competitive method or the written quotations method.

Admission fees

Association fees and professional association dues

License fees and agreements

Media advertising (i.e., newspaper, radio, television, etc.)

Permit fees

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 school 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.

~~The requirements for formal bidding may be waived for the following:~~

- ~~(a) Where there is a sole source.~~
- ~~(b) Where standardization is determined to be in the best interest of the city.~~
- ~~(c) Where solicitation of bids is otherwise deemed to be inappropriate.~~
- ~~(d) Where a maximum storage capacity for supplies is not conducive to solicitation of bids.~~
- ~~(e) Where the need for replenishment of supplies on a timely basis is not conducive to solicitation of bids.~~
- ~~(f) Where the market is not conducive to solicitation of bids.~~
- ~~(g) Materials purchased directly from a producer or publisher, an owner of a copyright, an exclusive agent with the state, a governmental agency or a recognized educational institution.~~
- ~~(h) Insurance coverage or claims expenditures as provided in the insurance fund, excepting, however, damage to city owned property.~~
- ~~(i) Commodities from established State of Florida, PRIDE, RESPECT, government pricing or federal General Services Administration contracts.~~
- ~~(j) Purchase, sale, lease or rental of real property.~~
- ~~(k) Certain professional services, design build, guaranteed maximum payment construction or fast track construction, which shall be conducted in accordance with accepted industry practices or as required by state law.~~
- ~~(l) Public utility services.~~
- ~~(m) Supplies, equipment and vehicles purchased at public auction.~~

The purchase of certain items for resale ~~are~~is exempt from the requirements for multiple quotations for purchases of less than \$12,000.00 not to exceed the \$25, 000.00 formal bid threshold. It should be noted, however, that it is always in the best interest and the intent of the city to obtain the most advantageous pricing possible. These purchases shall comply with the restrictions listed below:

- (1) Items purchased shall be exclusively for resale;
- (2) Items with brand name specifications significant to their retail sales appeal;
and
- (3) The items, after reasonable expected resale, will result in no cost to the city.

In such cases, the purchase of materials, supplies, equipment and contractual services may be made by negotiation without regard to the estimated cost, but only with the prior approval of the city council.

Contract Renewals

The city shall have the authority to award and reject any or all bids. The city manager shall have the authority to exercise, in subsequent years, any renewal options initially included in the bid solicitation, provided terms and conditions as well as current market conditions are favorable for the city. Such renewals are subject to the availability of funds.

Identical Prices-Priorities for Award

When identical prices are received from two (2) or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence.

1. Drug Free Workplace- Pursuant to Florida Statute 28-067
2. Certified service-disabled veteran
3. Local businesses as defined in Chapter 2, Article VI, Division 2, Section 2-275 of the Code of Ordinances
4. Firm with the lowest volume of work on City projects within the last five (5) years. The information will be based on information provided by the Proposer, subject to verification at the City's option.

SECTION 2: CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: 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 4: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

MAYOR ALLEN GREEN

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: _____
City Attorney

Streamlining the Procurement Process

City of Port Orange
Purchasing Division
March 31, 2015

Overview

- The Purchasing Division conducted a review of the City's current procurement practices, including procedures manual, current code and ordinances, to determine whether any opportunities for improvement existed, or if they reflected a best practice. Several municipalities were benchmarked, and the results validated the observations and opportunities for improvement made by staff.

Improvements

- Revised the internal approval process of requisitions thereby reducing lead time for over 600 requisitions a year.
- Added a sole source and notice of intended action feature to the City website, including protest remedies.



Accomplishments

- Drafted a vendor performance review for automation by Information Technology Department.
- Clarified the contract and insurance requirements for all contracts and modified the requirements for small purchases under \$2,500.
- Revised Purchasing Policies and Procedures Manual to reflect current practices, including City code and ordinance requirements.
- Revised boilerplate language for all bids and request for proposals, and developed templates for standardization.

Accomplishments

- Provided training to all using departments on the use of Florida State Contract as well as WSCA contract for the purchase of MRO items (maintenance, repair and operating) The City will benefit from significant discounts ranging from 13%-48% from MSRP.

Proposed changes to code

- Drafted changes to existing code for purchasing goods and services as follows:
- Section 2-2.62 – Purchase and sales procedures
 - Revised the language to define what types of purchases are subject to the local preference policy, and propose to making it a cost-neutral program in lieu of the current 3% bid preference.
 - Defined local as either (1) a business within the municipal boundaries of the city or (2) a business with a valid business license, issued by a jurisdiction located in Volusia County. Each one would have a different percentage for evaluation purposes.

Proposed changes to code

- Section 2-2.65 – Waiver of irregularities
 - Revised the language to grant the City Manager the authority waive any non-substantial or minor irregularities in any bids or proposals. Any waiver shall be noted in any award recommendation to council.

Proposed changes to code

- Section 2-2.67 – Waiver of bidding requirements
 - Revised the language to clarify the authority granted by Council to the City Manager, to include spend authority; exceptions for categories exempted by code, statutes or regulations, and categories that do not lend themselves to a competitive process such as postage, copyrighted material; professional association fees; public or regulated utility services; sole source, piggyback etc.
 - Included language regarding contract renewals
 - Included language regarding identical bids

Proposed changes to code

- Section 2-2.71-- Emergency purchases
 - Revised the language to clarify the definition of emergency purchase, and outlined the process and documentation requirements.

Sec. 2-262. - Purchase and sales procedures.

- (a) All supplies, equipment and contractual services, except as otherwise provided herein, when the estimated purchase price thereof shall exceed \$25,000.00, shall be purchased from the bidder determined by the city council to be the lowest and best responsible bidder pursuant to the formal bidding procedure.
- (b) No contract or purchase shall be subdivided to avoid the requirements of this article.
- (c) Items with a purchase price of more than \$2,500.00 but less than \$5,000.00 shall be made using verbal quotations. Items with a purchase price of more than \$5,000.00 but less than \$25,000.00 shall be made with three quotations confirmed in writing.
- (d) In the purchase of, ~~or contract for, personal property or contractual goods or~~ services, the city council may give a preference ~~in an amount not to exceed three percent of the bid price~~ to local persons; provided, however, that this section in no way prohibits the right of the city council to compare quality of materials proposed for purchase and to compare qualifications, character, responsibility and fitness of all persons submitting bids. Local persons shall be defined as those whose principal place of business is located within the municipal boundaries of the city for a minimum period of one year.

~~-If not within the municipal boundaries of the city, local business shall be defined as a local vendor who has a valid business license, issued by a jurisdiction located in Volusia County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Volusia County, for at least twelve (12) months prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for purpose of establishing said physical address. In order to be considered for local preference, vendors must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal.~~

~~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 preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The City Manager may also recommend that the firm be recommended for debarment.~~

PROCESS:

Competitive bid:

~~When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local business is within five percent (5%) for business located within the municipal boundaries of the City or three (3%) for the business with jurisdiction located in Volusia County of the price submitted by the non-local business, then each of the aforementioned local businesses shall have the opportunity to submit a best and final bid equal or lower than the amount of the low responsive, responsive bid submitted by the non-local business. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In case of a tie bid, the tie shall be broken in accordance with 2.267 Bidding requirements – Identical Prices-Priorities for Award.~~

Request for Proposals:

~~If following the completion of initial evaluations, a local firm has submitted a proposal and is competing with a non-local proposer(s), then the local vendor(s) shall have the opportunity to proceed to be considered for further evaluation provided the price is within five percent (5%) for the business located within the municipal boundaries of the City, or three percent (3%) for the business with jurisdiction located in Volusia County of the cost proposed by the non-local vendor, all other technical requirements being equal. In the case of a tie in the best and final proposal between a local business, the tie shall be broken pursuant to 2.267 Bidding requirements- Identical Prices—Priorities for Award.~~

Professional Services:

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Local preference policy shall apply to services of which are subject to the Consultants Competitive Negotiation Act, as delineated in F.S. 287.055. It two (2) firms, one local and one non-local are within five percent (5%) for business located within the municipal boundaries of the City, or three percent (3%) for the business with jurisdiction located in Volusia County of each other's qualitative scores, the local firm shall be ranked higher than the non-local firm in the final ranking. In case of a two-tiered evaluation process, the local preference shall also apply at the conclusion of the first tier to allow eligible local proposers within five percent (5%) of the points assigned to those recommended to participate in the second-tier evaluation.

The preference does not apply to goods or services exempted by stature, or prohibited by Federal or State law, or other funding source restrictions.

- (e) All sales of personal property (except trade-in personal property) which has become obsolete or unusable or the sale of which is otherwise determined to be in the best interest of the city, when the estimated value exceeds \$25,000.00, shall be made to the highest responsible bidder pursuant to the formal bidding procedure of this article. Acceptance or rejection of bids for such sales shall be made by the city council. The city council may, by appropriate resolution, authorize the city manager or other city official to execute any and all title transfers, bills of sale or other documents necessary to convey and transfer such property to the successful bidder. In the absence of such authorization by resolution, the mayor and city clerk may execute such instruments.
- (f) All sales of personal property (except trade-in personal property) which has become obsolete or unusable or the sale of which is otherwise determined to be in the best interest of the city, when the estimated value is \$25,000.00 or less, may be sold upon the written approval of the city manager. Notice of such sale shall be posted in city hall and, insofar as is practicable and reasonable, written and sealed bids should be solicited. Notwithstanding the foregoing, such property may be sold by negotiated sale, auction or other procedure approved by the city manager. Formal advertising or compliance with the formal bidding procedure shall not be required. The city manager, or such person as he shall designate in writing, is authorized to execute any and all title transfers, bills of sale or other documents necessary to convey and transfer such property to the purchaser thereof.

(Code 1981, § 8-26; Ord. No. 1997-22, § 2, 5-6-97; Ord. No. 2004-15, § 2, 7-20-04)

Sec. 2-265. - Waiver of irregularities.

The city council ~~shall have grants the City Manager,~~ the authority to waive any and all nonsubstantial or minor irregularities in any and all formal bids. Any waiver will be noted in any award recommendation to council.

(Code 1981, § 8-29)

Sec. 2-267. - ~~Waiver of bidding~~Bidding requirements.

The city manager shall be responsible for the procurement of supplies, materials, equipment and services paid from city funds. The departments and or offices shall purchase their goods or services through the Division of Purchasing, which is the city's official purchasing agency. All purchases shall comply with State laws, rules, federal regulations or policies. No contract or purchase shall be subdivided to avoid the requirements of this article. The city manager is authorized to purchase commodities or services when the total amount does not exceed \$25,000; however, where more than one purchase or expenditure is made or entered into in connection with and directly related to the same project, the cumulative value of such purchases or expenditures may not exceed \$25,000 without approval by city council. Expenditures for normal maintenance and operational expenses for city facilities and departments are not considered expenditures for "projects", and therefore not subject to the cumulative value spending limitation. However, these purchases will follow the informal bidding guidelines outlined in the City of Port Orange Purchasing Manual Policies and Procedures, to insure cost efficiency and maximize competition.

Purchases exceeding \$25,000 shall be approved by city council except for goods and/or services that do not lend themselves to the normal competitive bidding process wherein the city manager has approved and waived the formal bidding requirements, as follows:

Maintenance and/or service contracts, on various types of technical equipment that are offered and/or supplied only by the original manufacturer or its representative, or that are required to maintain the integrity of the manufacturer's warranty, or that are part of the manufacturer's rental/lease/lease purchase agreements terms and conditions.

Materials purchased directly from a producer or publisher, an owner of a copyright, an exclusive agent with the state, a governmental agency or a recognized educational institution.

Public or regulated utility services or government franchised services.

Commodities or contractual services determined to only be available from a single source. The city shall electronically or otherwise publicly post a description of the commodities or contractual services for a period of a least seven (7) business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described.

~~Purchases from other city or county governmental agencies, other school boards, community colleges, Federal agencies, or governmental agencies of any state, 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.~~

~~Commodities or contractual services determined to be available from a single source. The City shall electronically or otherwise publicly post a description of the commodities or contractual services for a period of a least seven (7) business days. The description must include a request~~

Comment [GJ1]: The original proposed revision of code could be amended by adding the following requirement: "These purchases shall be subject to ratification by the City Council on a quarterly basis or as soon as practicable."

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that prospective vendors provide information regarding their ability to supply the commodities or contractual services described.

Professional services, except as otherwise provided for in Florida Law, contracts for professional services, (which include but not limited to services provided by attorneys, accountants, actuaries, lobbyists and financial advisors) may be made or entered into by the city manager without utilizing a sealed competitive bid method or the written quotations method.

Admission fees

Association fees, Professional association dues

License fees and agreements

Media Advertising (newspaper, radio, television, etc.)

Permit fees

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 school 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.

The requirements for formal bidding may be waived for the following:

(a) Where there is a sole source.

(b) Where standardization is determined to be in the best interest of the city.

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- ~~(c) Where solicitation of bids is otherwise deemed to be inappropriate.~~
- ~~(d) Where a maximum storage capacity for supplies is not conducive to solicitation of bids.~~
- ~~(e) Where the need for replenishment of supplies on a timely basis is not conducive to solicitation of bids.~~
- ~~(f) Where the market is not conducive to solicitation of bids.~~
- ~~(g) Materials purchased directly from a producer or publisher, an owner of a copyright, an exclusive agent with the state, a governmental agency or a recognized educational institution.~~
- ~~(h) Insurance coverage or claims expenditures as provided in the insurance fund, excepting, however, damage to city owned property.~~
- ~~(i) Commodities from established State of Florida, PRIDE, RESPECT, government pricing or federal General Services Administration contracts.~~
- ~~(j) Purchase, sale, lease or rental of real property.~~
- ~~(k) Certain professional services, design build, guaranteed maximum payment construction or fast track construction, which shall be conducted in accordance with accepted industry practices or as required by state law.~~
- ~~(l) Public utility services.~~
- ~~(m) Supplies, equipment and vehicles purchased at public auction.~~

~~(n)~~ The purchase of certain items for resale ~~are~~ exempt from the requirements for multiple quotations for purchases ~~of less than \$12,000.00 not exceeding the \$25,000~~ formal bid threshold. It should be noted, however, that it is always in the best interest and the intent of the city to obtain the most advantageous pricing possible. These purchases shall comply with the restrictions listed below:

- (1) Items purchased shall be exclusively for resale;
- (2) Items with brand name specifications significant to their retail sales appeal; and
- (3) The items, after reasonable expected resale, will result in no cost to the city.

In such cases, the purchase of materials, supplies, equipment and contractual services may be made by negotiation without regard to the estimated cost, but only with the prior approval of the city council.

Contract Renewals

~~The City shall have the authority to award bids and reject any or all bids. The City Manager shall have the authority to exercise, in subsequent years, any renewal options initially included in the bid solicitation, provided terms and conditions as well as current market conditions are favorable for the City. Such renewals are subject to the availability of funds.~~

Identical Prices-Priorities for aAward

When identical prices are received from two (2) or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence.

1. Drug Free Workplace- Pursuant to Florida Statute 28-067
2. Certified service-disabled veteran
3. Local vendor

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4. Firm with the lowest volume of work on City projects within the last five (5) years. The information will be based on information provided by the Proposer, subject to verification at the City's option.e)

(Code 1981, § 8-32; Ord. No. 1997-22, § 4, 5-6-97; Ord. No. 2001-86, § 1, 11-13-01)

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 (2) 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.

- ~~(a) In case of any apparent emergency which requires immediate purchase of supplies, equipment or contractual services, the department head is authorized to secure by open market procedure as herein set forth, at the lowest obtainable price, any such supplies, equipment or contractual services. The department heads are hereby given the authority to act in the case of any emergency that might affect the public health, safety and welfare. Such action shall be reported in writing to the purchasing agent at the beginning of the following workday, and such report shall be presented to the city manager.~~
- ~~(b) "Emergency" is defined as an incident or accident or equipment breakdown which jeopardizes public health, welfare and safety. During working hours a verbal authorization by the city manager or finance director is required without a purchase order being required. If an emergency occurs during nonworking hours or on weekends, the appropriate department head or his designee is authorized to correct the problem. Proper paperwork must follow within one working day. "Emergency" is further defined as a situation where probable legal problems and/or adverse financial consequences could result and sufficient time is not available to follow the bid requirements of this article. In a situation such as this, the city manager is granted authority to correct the problem even if the price exceeds \$25,000.00. Unless sole source, at least three telephone bids are required and an immediate written report must be made to the city council if the price exceeds \$25,000.00. Where possible, council approval must be received prior to authorization.~~

(Code 1981, § 8-36; Ord. No. 1997-22, § 7, 5-6-97; Ord. No. 2004-15, § 6, 7-20-04)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/05/2015

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-19 - Amending City Code Section 2-271 - Emergency Purchases

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to approve on first reading Ordinance No. 2015-19, revising language in City Code Section 2-271 - Emergency Purchases

SUMMARY: On March 31, 2015, a workshop was held to discuss purchasing process improvement strategies implemented, and proposed revisions to our existing purchasing code, namely Sections 2-262-- Purchase and Sales Procedure; 2-265 -- Waiver of Irregularities; 2-267 --- Waiver of Bidding Requirements; and 2-271-- Emergency Purchases. At the meeting, council directed staff to maintain the current process for spending limit of \$25,000 regardless of project.

This agenda item requests the approval on first reading of Ordinance No. 2015-19 amending City Code Section 2-271 - Emergency Purchases. This ordinance is intended to clarify the procedure for emergency purchases and requires that any such purchase exceeding \$25,000 must be reported to the City Council at the next Council meeting

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-19	Ord. No. 2015-19.pdf
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Gomez, Joseph
Riehm, Tracey
Rosen, Alan
Roberts, Margaret
Harden, David

Created/Initiated - 04/01/2015
Approved - 04/09/2015
Approved - 04/16/2015
Approved - 04/30/2015
Final Approval - 04/30/2015

ORDINANCE NO. 2015-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY CODE CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-271, RELATING TO EMERGENCY PURCHASES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Article VI, Section 2-271 of the Code of Ordinances, to read as follows:

Chapter 2 – ADMINISTRATION

Section 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 (2) 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.

- ~~(a) In case of any apparent emergency which requires immediate purchase of supplies, equipment or contractual services, the department head is authorized to secure by open market procedure as herein set forth, at the lowest obtainable price, any such supplies, equipment or contractual services. The department heads are hereby given the authority to act in the case of any emergency that might affect the public health, safety and welfare. Such action shall be reported in writing to the purchasing agent at the beginning of the following workday, and such report shall be presented to the city manager.~~
- ~~(b) "Emergency" is defined as an incident or accident or equipment breakdown which jeopardizes public health, welfare and safety. During working hours a verbal authorization by the city manager or finance director is required without a purchase order being required. If an emergency occurs during nonworking hours or on weekends, the appropriate department head or his designee is authorized to correct the problem. Proper paperwork must follow within one working day. "Emergency" is further defined as a situation where probable legal problems and/or adverse financial consequences could result and sufficient time is not available to follow the bid requirements of this article. In a situation such as this, the city manager is granted authority to correct the problem even if the price exceeds \$25,000.00. Unless sole source, at least three telephone bids are required and an immediate written report must be made to the city council if the price exceeds \$25,000.00. Where possible, council approval must be received prior to authorization.~~

SECTION 2: CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: 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 4: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

MAYOR ALLEN GREEN

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: _____
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 05/05/2015

Consent item: No

SUBJECT: Monthly Financial Reports - March 15

DEPARTMENT: Finance

RECOMMENDED MOTION: Move to accept financial reports as presented

SUMMARY: Financial reports for the month ended March 31, 2015 are attached.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	March 2015 Financial Report	Monthly Financial Report MAR-15 - Final.pdf
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Riehm, Tracey
Riehm, Tracey
Harden, David

Created/Initiated - 04/28/2015
Approved - 04/28/2015
Final Approval - 04/30/2015



The City of Port Orange
Finance Department

MEMORANDUM

TO: David Harden, Interim City Manager
FROM: Tracey Riehm, Finance Director
DATE: April 28, 2015
SUBJECT: **Highlights of the March 2015 Financial Report**

Attached are interim financial reports and highlights of activity for the City's six major funds for the period ending March 31, 2015, which represents 50% of the fiscal year. Also attached are the financial reports from Cypress Head Golf Course and the YMCA. Detailed reports for all funds are available on the City's website at: http://www.port-orange.org/finance/?p=budget_and_financial_reports. Highlights of these funds are as follows:

GENERAL FUND (Fund 001)

Revenues: During the first six months of the current fiscal year, the General Fund received a total of \$18,049,878 in revenues, which is 55% of general fund revenues for the year. \$17,226,748 was operating revenue and \$823,130 were contributions from the enterprise funds. These revenues include \$9,618,584 or 92% of the annual estimated ad valorem tax revenue. The majority of ad valorem taxes are collected in the first quarter of the fiscal year. General fund revenues are 55% of the budget compared with 56% at this point last year, however after allowing for the budgeted use of appropriated equity, the percent collected increases to 59%.

Expenditures: The first six months operating expenditures amounted to \$13,904,684 or 43% of the estimated expenditures for the year, with an additional encumbered amount of \$1,418,623. On a percentage basis, year-to-date expenditures are 3% less than at the same in the past two years; but actual expenditures are \$178,804 more than at this time last year.

Projected Fund Balance: The General Fund currently has a projected unassigned fund balance at fiscal year-end of \$13.9 million, which includes \$4.8 million of emergency reserve.

Please also see the attached financial statement for additional detail.

BUILDING SPECIAL REVENUE FUND (Fund 109)

Revenues: During the first six months of the current fiscal year, the Building Special Revenue Fund received \$528,234 in operating and non-operating revenues. This equates to 56% of the annual budget, and is \$49,803 (9%) less last year. Revenues in this fund are typically received in a sporadic nature. Last month the Building Special Revenue fund was behind the prior year by \$124,234 or 24%.

Expenditures: Year-to-date expenditures in the Building Special Revenue fund are \$454,553 or 47% of estimated expenditure for year and in line with expectations. Year to date, the Building Special Revenue Fund's net position has increased by \$73,681.

Please also see the attached financial statement for additional detail.

WATER & SEWER FUND (Fund 401)

Revenues: The Water and Sewer Fund collected \$10,695,325 in operating revenues during the first six months, which is 43% of projected revenues for the year. This is \$185,802 less than last year, but \$80,363 more than in 2013.

Expenses: The first six month's operating expenses excluding depreciation amounted to \$6,083,196 or 41% of estimated expenses for the year, with an additional \$1,655,967 encumbered. Non-operating activity reports net revenue of \$7,016 compared to a net loss of \$98,738 at this time last year. Currently, the water and sewer fund has an operating profit of \$4,619,145, but after transfers the fund is posting a loss of \$385,807, which is \$158,853 greater than last year.

The attached financial statement provides additional detail.

SOLID WASTE FUND (Fund 410)

Revenues: The Solid Waste Fund's first six months of operating and non-operating revenues were \$3,113,541, which is 46% of the annual budget and \$24,767 more than last year.

Expenses: The Solid Waste Fund's first six month's operating expenses excluding depreciation total \$2,750,667 or 41% of estimated expenses for the year, with an additional encumbered amount of \$3,535,393. The Solid Waste fund currently has operating income before transfers of \$362,874 and a change in net position of \$265,936 after allowing for transfers in lieu of taxes. The increase in net position is \$33,845 lower than at this time last year.

The attached financial statement provides additional detail.

DRAINAGE UTILITY FUND (Fund 412)

Revenues: The Drainage Utility Fund's operating revenues for six months amount to \$3,438,956, or 91% of the annual budget and \$33,367 more than at this time last year. Increased revenue in the first half of the year represents the collection of Drainage fees by the non-advalorem method.

Expenses: Drainage/utility operating expenses are in line with expectations. For the first six months operating expenses totaled \$737,256 which is 45% of the annual budget and \$20,575 more than last year. An additional \$101,419 is encumbered. After allowing for non-operating expenses, transfers in lieu of taxes and debt service payment

transfers, the Drainage fund reported an increase in net position of \$1,638,829 which is \$437,278 more than at this time last year.

The attached financial statement provides additional detail.

YMCA REPORT

The financial reports for the period ending February 28, 2015 and for March 31, 2015 for the YMCA are attached.

GOLF COURSE REPORT

The financial report for the period ending March 31, 2015 for the Cypress Head Golf Course is attached. Detailed statements are available in the Finance Department.

IN SUMMARY:

As appropriations lapse at the end of each year, City Council re-appropriates funding for open purchase orders and existing funded projects. Total budget projections as they are presented in the attached reports incorporate current year appropriations plus prior year carryover pertaining to open and in process projects. Available liquid equity has been evaluated and is adequate to meet or exceed revenue policies as established by City Council.

Should you have any questions as they relate to this report or its attachments, please feel free to contact me.

Thank you,

Tracey Riehm
Finance Director

City of Port Orange									
Revenue Comparison - General Fund (001)									
Period Ending: March 31 (50% of the Fiscal Year)									
Sub Activity	2013		FYTD13 % of Total	2014		FYTD14 % of Total	2015		FYTD15 % of Budget
	FYTD Actual	Audited Annual Receipts		FYTD Actual	Unaudited Annual Receipts		FYTD Actual	Total Current Budget	
ADVALOREM TAXES	9,501,796	10,314,613	92%	9,538,520	10,360,132	92%	9,618,584	10,482,626	92%
SALES & USE TAXES	0	678,287	0%	0	717,597	0%	0	676,307	0%
UTILITY SERVICE TAXES	1,869,254	4,599,253	41%	2,054,409	5,002,091	41%	2,055,879	4,741,600	43%
COMMUNICATIONS SERVICE TX	706,462	2,075,119	34%	681,002	1,972,034	35%	640,470	1,919,331	33%
LOCAL BUSINESS TAX	51,994	145,390	36%	37,788	122,860	31%	35,709	145,390	25%
FEES & PERMITS	940,457	2,985,926	31%	968,538	3,200,700	30%	1,042,664	3,001,600	35%
INTER GOVT	1,704,868	4,545,322	38%	1,814,984	4,784,473	38%	1,925,318	4,715,508	41%
CHARGES FOR SERVICE	1,214,286	2,370,853	51%	1,093,276	2,327,527	47%	1,161,004	2,328,501	50%
FINES & FORFEITS	54,723	144,421	38%	69,273	165,185	42%	80,425	123,700	65%
MISC REVENUE	345,642	626,226	55%	644,743	1,208,274	53%	666,695	1,029,017	65%
INTERFUND TRANSFER	86,095	150,082	57%	0	65	0%	0	0	0%
CONTRB FROM ENTERPRISE FD	861,342	1,722,684	50%	828,186	1,656,372	50%	823,130	1,646,259	50%
APPROPRIATED EQUITY	0	0	0%	0	0	0%	0	1,903,224	0%
GENERAL FUND REVENUE:	\$17,336,919	\$30,358,176	57%	\$17,730,719	\$31,517,310	56%	\$18,049,878	\$32,713,063	55%

City of Port Orange									
Expense Comparison - General Fund (001)									
Period Ending: March 31 (50% of the Fiscal Year)									
Department Description	2013		FYTD13 % of Total	2014		FYTD14 % of Total	2015		FYTD15 % of Budget
	FYTD Actual	Audited Annual Expenditures		FYTD Actual	Unaudited Annual Expenditures		FYTD Actual	Total Current Budget	
NON DEPARTMENTAL	1,068,106	2,061,306	52%	938,170	2,264,450	41%	1,249,882	3,604,472	35%
MAYOR & COUNCIL	109,551	191,560	57%	109,897	198,686	55%	102,294	202,322	51%
CITY MANAGER	277,791	516,348	54%	222,299	476,171	47%	178,012	475,424	37%
LEGAL SERVICES	207,100	469,526	44%	217,561	515,978	42%	211,144	615,571	34%
CITY CLERK	119,015	248,094	48%	110,886	255,705	43%	129,690	282,537	46%
FINANCE	301,027	686,937	44%	360,689	740,966	49%	395,338	960,543	41%
PERSONNEL	181,193	358,191	51%	116,580	276,184	42%	153,235	329,009	47%
COMMUNITY DEVELOPMENT	588,240	1,292,172	46%	612,231	1,298,459	47%	574,692	1,393,840	41%
FIRE SERVICES	3,639,095	7,617,193	48%	3,756,258	8,268,188	45%	3,568,323	8,073,883	44%
POLICE	4,934,267	10,868,012	45%	5,240,067	11,095,306	47%	5,298,805	11,665,466	45%
PUBLIC WORKS	843,122	1,874,039	45%	771,838	1,875,210	41%	880,288	2,118,947	42%
PARKS MAINTENANCE	721,599	1,659,830	43%	867,502	1,830,748	47%	739,400	1,937,071	38%
RECREATION	225,019	629,992	36%	260,323	684,616	38%	265,207	767,701	35%
ATHLETICS	156,036	335,950	46%	138,135	287,958	48%	156,457	269,619	58%
POGTV	5,327	9,501	56%	3,445	6,313	55%	1,917	16,658	12%
GENERAL FUND EXPENSES:	\$13,376,488	\$28,818,651	46%	\$13,725,880	\$30,074,938	46%	\$13,904,684	\$32,713,063	43%
Excess of Revenue over(under) Expenditures	\$3,960,431	\$1,539,525		\$4,004,839	\$1,442,372		\$4,145,194	\$0	

CITY OF PORT ORANGE									
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE									
BUDGET AND ACTUAL - BUILDING SPECIAL REVENUE FUND (109)									
Period Ending: March 31 (50 % of the Fiscal Year)									
	FY2013			FY2014			FY2015		
	FYTD Actual	Audited Annual	%	FYTD Actual	Unaudited Annual	%	FYTD Actual	Budgeted Annual	%
Revenues									
Permits and fees	618,903	1,598,360	39%	573,000	1,176,045	49%	517,819	936,200	55%
Miscellaneous			0%		83	0%			0%
Total operating revenues	618,903	1,598,360	39%	573,000	1,176,128	49%	517,819	936,200	55%
Expenditures									
General government:									
Planning and community development	391,957	827,244	47%	401,989	863,069	47%	454,553	976,330	47%
Total operating expenses - w/o depreciation	391,957	827,244	47%	401,989	863,069	47%	454,553	976,330	47%
Operating income (loss)	226,946	771,116	29%	171,011	313,059	55%	63,266	(40,130)	-158%
Non-operating revenues (expenses)									
Interest earnings	656	3,929		5,037	3,180		10,415	7,000	
Other income (expense)									
Interest and amortization expense									
Total nonoperating revenue (expenses)	656	3,929	0%	5,037	3,180	0%	10,415	7,000	0%
Income (loss) before contributions and transfers	227,603	775,045	29%	176,048	316,239	56%	73,681	(33,130)	-222%
Appropriated Fund Balance								33,130	
Transfers									
Transfers in									
Transfers (out) - In Lieu of Tax									
Transfers (out) - Debt Service									
Change in net position	227,603	775,045		176,048	316,239		73,681	-	

CITY OF PORT ORANGE									
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE									
BUDGET AND ACTUAL - UTILITIES OPERATING FUND (401)									
Period Ending: March 31 (50 % of the Fiscal Year)									
	FY2013			FY2014			FY2015		
	FYTD Actual	Audited Annual	%	FYTD Actual	Unaudited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Water sales	4,750,539	10,834,898	44%	4,740,415	10,959,001	43%	4,683,107	11,165,689	42%
Hydrant rentals	29,224	35,095	83%	45,572	35,235	129%	28,927	38,800	75%
Sewer charges	5,528,417	12,197,415	45%	5,579,443	12,893,433	43%	5,619,770	12,945,185	43%
Connections service, and cut-off charges	304,110	692,830	44%	467,319	941,676	50%	350,466	891,308	39%
Other revenues	2,671	47,161	6%	48,378	85,816	56%	13,055	16,253	80%
Total operating revenues	10,614,962	23,807,399	45%	10,881,127	24,915,161	44%	10,695,325	25,057,235	43%
Operating expenses									
Personal services	2,663,658	5,410,793	49%	2,764,904	5,612,014	49%	2,676,494	6,160,493	43%
Contractual services (Professional & Other) ¹	198,173	2,197,427	9%	167,290	846,422	20%	372,536	1,256,833	30%
Utilities	568,651	1,107,419	51%	524,383	1,290,937	41%	669,351	1,216,800	55%
Maintenance and repairs	189,115	1,316,685	14%	129,256	336,518	38%	113,954	782,787	15%
Other supplies and expenses	1,920,586	3,022,657	64%	1,910,772	4,172,977	46%	2,250,861	5,451,607	41%
Total operating expenses - w/o depreciation	5,540,183	13,054,981	42%	5,496,605	12,258,868	45%	6,083,196	14,868,520	41%
Operating income (loss)	5,074,779	10,752,418	47%	5,384,522	12,656,293	43%	4,612,129	10,188,715	45%
Non-operating revenues (expenses)									
Interest earnings	2,403	60,624		28,943	15,233		66,616	54,500	
Other income (expense)	(360,962)	165,670		(120,225)	20,115		(54,580)	(377,188)	
Interest and amortization expense	(9,845)	(1,463,932)		(7,456)	(167,270)		(5,020)	(259,793)	
Total nonoperating revenue (expenses)	(368,404)	(1,237,638)	30%	(98,738)	(131,922)	75%	7,016	(582,481)	-1%
Income (loss) before contributions and transfers	4,706,375	9,514,780	49%	5,285,784	12,524,371	42%	4,619,145	9,606,234	48%
Appropriated Fund Balance								403,667	
Transfers									
Transfers in	88,998			-					
Transfers (out) - In lieu of tax	(648,306)	(1,296,611)		(638,059)	(1,276,118)		(630,272)	(1,260,543)	
Transfers (out) - debt service ²	(4,931,016)	-		(4,874,679)	-		(4,374,680)	(8,749,358)	
Change in net position	(783,948)	8,218,169		(226,954)	11,248,253		(385,807)	-	

¹ Contractual Services for FY14 Unaudited and FY15 amounts include both Professional Services and Other Contractual Services. FY13 and FYTD14 Actual amounts include only Other Contractual Services

² Proprietary Debt Service transfers zero out as part of the year-end funds consolidation process.

CITY OF PORT ORANGE									
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE									
BUDGET AND ACTUAL - SOLID WASTE OPERATING FUND (410)									
Period Ending: March 31 (50 % of the Fiscal Year)									
	FY2013			FY2014			FY2015		
	FYTD Actual	Audited Annual	%	FYTD Actual	Unaudited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Waste Disposal Fees	3,041,222	6,660,470	46%	3,067,260	6,927,447	44%	3,088,361	6,676,695	46%
Other revenues	22,548	63,193	36%	14,152	41,749	34%	9,715	67,100	14%
Total operating revenues	3,063,770	6,723,663	46%	3,081,412	6,969,196	44%	3,098,076	6,743,795	46%
Operating expenses									
Personal services	106,832	203,426	53%	104,001	205,417	51%	99,960	223,214	45%
Contractual services (Professional & Other) ¹	2,319,615	5,963,238	39%	2,364,646	5,781,209	41%	2,381,079	5,876,413	41%
Utilities	85	982	9%	78	383	20%	419	720	58%
Maintenance and repairs	46	10,331	0%	735	914	80%	-	2,250	0%
Other supplies and expenses	198,385	56,421	352%	222,543	445,628	50%	269,209	567,361	47%
Total operating expenses (w/o depreciation)	2,624,964	6,234,398	42%	2,692,004	6,433,551	42%	2,750,667	6,669,958	41%
Operating income (loss)	438,806	489,265	90%	389,408	535,645	73%	347,409	73,837	471%
Non-operating revenues (expenses)									
Interest earnings	1,072	5,848		7,362	6,580		15,465	14,000	
Other income (expense)									
Interest and amortization expense									
Total nonoperating revenue (expenses)	1,072	5,848	18%	7,362	6,580	112%	15,465	14,000	110%
Income (loss) before contributions and transfers	439,878	495,113	89%	396,770	542,225	73%	362,874	87,837	413%
Appropriated Fund Balance								106,038	
Transfers									
Transfers in									
Transfers (out) - In lieu of taxes	(118,122)	(236,242)		(96,989)	(193,978)		(96,938)	(193,875)	
Transfers (out) - debt service									
Change in net position	321,756	258,871		299,781	348,247		265,936	-	

¹ Contractual Services for FY14 Unaudited and FY15 amounts include both Professional Services and Other Contractual Services. FY13 and Dec FYTD14 amounts include only Other Contractual Services

CITY OF PORT ORANGE									
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE									
BUDGET AND ACTUAL - STORMWATER OPERATING FUND (412)									
Period Ending: March 31 (50 % of the Fiscal Year)									
	FY2013			FY2014			FY2015		
	FYTD Actual	Audited Annual	%	FYTD Actual	Unaudited Annual	%	FYTD Actual	Budgeted Annual	%
Operating revenues									
Charges for services:									
Drainage Fees	3,409,346	3,801,857	90%	3,405,462	3,803,758	90%	3,438,956	3,799,800	91%
Other revenues			0%	127	127	100%			0%
Total operating revenues	3,409,346	3,801,857	90%	3,405,589	3,803,885	90%	3,438,956	3,799,800	91%
Operating expenses									
Personal services	344,054	707,798	49%	342,583	708,075	48%	328,155	847,280	39%
Contractual services (Professional & Other) ¹	19,538	580,320	3%	24,312	96,655	25%	40,308	115,577	35%
Utilities	-	6,195	0%	-	-	0%	-	-	0%
Maintenance and repairs	47,752	103,569	46%	33,673	93,594	36%	81,154	119,691	68%
Other supplies and expenses	284,926	69,362	411%	316,113	581,301	54%	287,639	567,501	51%
Total operating expenses (w/o depreciation)	696,270	1,467,244	47%	716,681	1,479,625	48%	737,256	1,650,049	45%
Operating income (loss)	2,713,075	2,334,613	116%	2,688,908	2,324,260	116%	2,701,700	2,149,751	126%
Non-operating revenues (expenses)									
Interest earnings	5,645	17,005		13,766	15,357		20,414	26,700	
Other income (expense)	(5,574)			(668,224)	500,000		(67,402)	(2,019,776)	
Interest and amortization expense		(485,994)			(28,289)			(142,456)	
Total nonoperating revenue (expenses)	71	(468,989)	0%	(654,458)	487,068	-134%	(46,988)	(2,135,532)	2%
Income (loss) before contributions and transfers	2,713,147	1,865,624	145%	2,034,450	2,811,328	72%	2,654,712	14,219	18670%
Appropriated Fund Balance								1,167,548	
Transfers									
Transfers in					-			850,000	
Transfers (out) - In Lieu of Tax	(94,914)	(189,828)		(93,138)	(186,277)		(95,920)	(191,841)	
Transfers (out) - Debt Service	(738,130)	(83,454)		(739,761)	(83,520)		(919,963)	(1,839,926)	
Change in net position	1,880,102	1,592,342		1,201,551	2,541,531		1,638,829	-	

¹ Contractual Services for FY14 Unaudited and FY15 amounts include both Professional Services and Other Contractual Services. FY13 and Dec FYTD14 amounts include only Other Contractual Services

² Proprietary Debt Service transfers zero out as part of the year-end funds consolidation process. The remaining balance of Transfer (Out) - Debt Service represents governmental debt.

Financial Reports
for period ending
February 28, 2015 &
March 31, 2015
Provided by
YMCA

VOLUSIA FLAGLER FAMILY YMCA
UNRESTRICTED FUND INCOME STATEMENT FOR TWO (2) MONTHS ENDING FEBRUARY 28, 2015

DESCRIPTION	CURRENT MONTH				YEAR TO DATE					NOTES - YTD ACTUAL VS BUDGET
	MONTH ACTUAL	VS BUDGET	%	VS PRIOR YEAR	ACTUAL	VS YTD BUDGET	%	VS YTD PRIOR YEAR	%	
01 CONTRIBUTIONS	26,749	(11,601)	(30%)	(10,007)	41,434	(37,066)	(47%)	(18,167)	(30%)	Timing - Contribution income expected to be made up in future periods- Of total 37K shortfall, OB is \$13K, PO is \$5K and Metro is \$9.5K Sponsorship revenue for Halifax race series exceeding budget
03 SPECIAL EVENTS	10,945	(505)	(4%)	(99)	43,125	3,125	8%	22,853	113%	
08 UNITED WAY	11,265	0	0%	179	22,530	0	0%	358	2%	
10 GRANTS	50,400	1,890	4%	23,853	87,552	(257)	(0%)	33,844	63%	
11 MEMBERSHIP	396,465	(4,299)	(1%)	(5,268)	795,298	6,826	1%	(3,063)	(0%)	YTD, PO -\$15K (primarily Family), OB +\$4K, SEV +\$7K and Deland +\$10k YTD Camp Winona facility rentals +\$15K, Sports programs - \$9K (pimarily soccer), Wellness programs -\$6K, After School Care -\$9K (OB and PO) Locker Sales in Port Orange over budget \$2k
13 PROGRAM FEES	203,534	(390)	(0%)	(7,495)	334,543	(7,797)	(2%)	(10,651)	(3%)	
14 SALE OF SUPPLIES	4,570	2,370	108%	4,208	14,457	6,221	76%	8,235	132%	
15 INVESTMENT INCOME	1,270	925	268%	863	2,184	1,489	214%	1,339	158%	
16 LATE FEES & MISC IN	424	424	N/A	356	(235)	(235)	N/A	(562)	(172%)	
18 ALLOC TO REVENUE	94,667	0	0%	(2,545)	179,563	0	0%	(12,891)	(7%)	
19 TO/FROM RESERVE FUN	268	(2,910)	0%	268	(1,371)	(7,726)	(122%)	(1,371)	N/A	
TOTAL REVENUE	800,557	(14,096)	(2%)	4,313	1,519,080	(35,420)	(2%)	19,924	1%	
21 SALARIES AND WAGES	321,192	(42)	(0%)	7,259	774,859	10,639	1%	(21,297)	(3%)	Port Orange under budget in January by \$12k YTD related to salary YTD related to salary \$4500 in prior year Contract Expenses - YMCA Florida's fun Coast. 2 months of audit expense Overages in supplies in Deland & Port Orange
22 EMPLOYEE BENEFITS	25,601	2,777	10%	1,264	62,605	8,031	11%	(7,659)	(14%)	
23 PAYROLL TAXES & WC	32,173	1,345	4%	3,431	77,027	4,954	6%	(8,221)	(12%)	
24 CONTRACT SERVICES	56,862	(8,413)	(17%)	21,661	114,245	(9,183)	(9%)	(54,293)	(91%)	
25 SUPPLIES	14,764	(3,335)	(29%)	1,425	29,207	(5,620)	(24%)	(5,120)	(21%)	Timing of Camp Winona mailing- budgeted in January, but done in February Half timing, half lower equipment maintenance Primarily Timing Primarily Timing
26 TELEPHONE	5,788	271	4%	72	11,832	287	2%	(219)	(2%)	
27 POSTAGE & SHIPPING	4,090	(3,220)	(370%)	1,542	7,736	1,900	20%	(4,901)	(173%)	
28 FACILITY COSTS	109,977	1,412	1%	373	216,660	6,923	3%	(1,466)	(1%)	
29 EQUIPMENT COSTS	18,009	5,237	23%	(3,011)	37,001	12,321	25%	7,575	17%	Used capital campaign cash received to temporarily pay down LOC
30 PROGRAM EXPENSES	32,383	(3,245)	(11%)	11,323	49,615	9,820	17%	(7,820)	(19%)	
31 MARKETING/PROMOTION	4,178	12,384	75%	(8,187)	28,824	21,277	42%	14,545	34%	
32 TRAVEL AND MILEAGE	4,233	(151)	(4%)	760	6,593	1,850	22%	(1,039)	(19%)	
33 CONFERENCE/TRAINING	2,642	(1,294)	(96%)	373	2,895	(573)	(25%)	505	15%	
34 FUNDRAISING EXPENSE	4,368	(1,168)	0%	2,941	6,762	(2,062)	(44%)	(4,835)	(251%)	
35 NAT'L & OTHER DUES	10,727	1,389	11%	695	22,942	734	3%	(4,116)	(22%)	
37 FINANCING COSTS	20,532	2,173	10%	1,775	40,166	5,755	13%	(2,637)	(7%)	
38 INSURANCE	25,916	(161)	(1%)	1,194	51,831	(320)	(1%)	(2,384)	(5%)	
39 MISC EXPENSE	50	(50)	N/A	184	(1,190)	1,190	N/A	1,858	278%	
40 DEPRECIATION/AMORT	43,376	(1,564)	(4%)	3,066	82,172	1,452	2%	(1,500)	(2%)	
48 METRO SERVICES	94,667	0	0%	(2,545)	179,563	0	0%	12,891	7%	
49 ASSOC DEBT SERVICE	0	0		0	0	0	0%	0	N/A	
TOTAL EXPENSES	831,529	4,345	1%	45,595	1,801,346	69,373	4%	(90,132)	(5%)	
NET OPERATING INCOME (LOSS)	(30,972)	(9,751)	(46%)	(41,282)	(282,266)	33,953	11%	(70,208)	33%	
Add back:										
Depreciation	43,376	0	(4%)	3,066	82,172	1,452	2%	1,500	2%	
Net before depreciation	12,404	(9,751)	(47%)	(38,216)	(200,094)	35,405	12%	(68,708)	52%	

Volusia Flagler Family YMCA
Statement of Financial Position - All Funds

	<u>2/28/2015</u>	<u>12/31/2014</u>	<u>Change</u>	<u>Notes:</u>
ASSETS				
Unrestricted				
Cash and cash equivalents	78,283	152,424	(74,141)	
Short term investments	0	0	0	
Accounts receivable	132,623	158,214	(25,591)	
Pledges and grants receivable	54,483	43,144	11,339	
Prepaid and Deferred Charges	140,626	241,894	(101,268)	Movement of OB project to a Fixed Asset CIP account
Due from Temp Restricted	(6)	0	(6)	
Inventory and prepaid expenses	0	0	0	
Due to Other Funds	(506,560)	(493,597)	(12,963)	Increase due to additional restricted contributions received in January. We began depositing Capital Campaign funds into a separate account in February
Investments	140,123	138,648	1,475	
Fixed assets, net	9,762,845	9,387,718	375,127	Reclassification of OB project expenses from prepaid to fixed asset CIP account
Loan Costs, Net	0	0	0	
Land available for sale				
Deposits				
Total unrestricted assets	9,802,417	9,628,445	173,972	
Temporarily restricted				
Cash and cash equivalents	55,574	55,574	0	
Accounts receivable	64,635	64,654	(19)	
Pledges receivable	409,411	300,621	108,790	Recorded a \$100k pledge receivable in February
Investments	4,574	4,574	0	
Due from Unrestricted	506,560	493,597	12,963	Increase due to additional restricted contributions received in January. We began depositing CC funds into a separate account in February
Due To Unrestricted	0	0	0	
Beneficial Interest	65,119	67,425	(2,306)	Receipt of mortgage payments reduces the receivable each month
Investment in UW Pooled Income Fund	49,652	49,652	0	
Total temporarily restricted assets	1,155,525	1,036,097	119,428	
Permanently restricted (Endowment)				
Cash and cash equivalents	588,016	588,016	0	
Accounts receivable	0	0	0	
Investments	111,977	111,977	0	
Total permanently restricted assets	699,993	699,993	0	
TOTAL ASSETS	11,657,935	11,364,537	293,398	
LIABILITIES AND NET ASSETS				
Liabilities				
Accounts payable	484,092	253,632	(230,460)	Includes \$238k payment to Bomar for OB project
Accrued Expenses				
Deferred Revenue UW Pooled Income Fund	25,576	25,576	0	
Credit line payable	116,856	205,356	88,500	LOC
Other current liabilities	325,384	275,804	(49,580)	Accrual of January expense - invoices not received
Deferred revenue	328,440	311,167	(17,273)	
Capitalized Lease Obligations				
Mortgage payable, current portion				
Interest Rate Swap				
Long term debt	4,849,084	4,601,659	(247,425)	Increase in debt due to new Gateway unsecured loan
Total liabilities	6,129,432	5,673,194	(456,238)	
Net assets				
Unrestricted	3,699,027	3,981,293	(282,266)	YTD net loss
Temporarily restricted	1,129,483	1,010,057	119,426	Primarily due to new \$100k pledge recorded in February
Permanently restricted	699,993	699,993	0	
Total net assets	5,528,503	5,691,343	(162,840)	
TOTAL LIABILITIES AND NET ASSETS	11,657,935	11,364,537	293,398	

VOLUSIA FLAGLER FAMILY YMCA
STATEMENT OF CASH FLOWS - ALL FUNDS FOR 2 MONTHS ENDING FEBRUARY 28, 2015

	<u>Unrestricted</u>	<u>Temp Restricted</u>	<u>Perm Restricted</u>	<u>Total</u>	<u>Notes</u>
CASH FLOW FROM OPERATING ACTIVITIES:					
Change in Net Assets	(282,266)	119,426	0	(162,840)	
Adjustments to reconcile changes in net assets to net cash provided by (used in) operating activities:					
Depreciation	82,172	0		82,172	
Net changes in:				0	
Accounts receivable	25,591	2,327	0	27,918	Reversal of Year end accrued Revenue
Pledges & grants receivable	(11,339)	(108,790)	0	(120,129)	Capital Campaign Contributions
Inventory & prepaid expenses	0	0	0	0	
Prepaid and Deferred Charges	101,283	0	0	101,283	Movement of OB project to a Fixed Asset account
Due from Other Funds	(6)	(12,963)	0	(12,969)	
Due to Other Funds	12,963	0	0	12,963	
Accounts payable	230,460	0	0	230,460	Change includes \$238k Bomar (OB project) pmt
Other current liabilities	49,580	0	0	49,580	
Deferred revenue	17,273	0	0	17,273	
Net cash provided by (used in) operating activities	225,711	0	0	225,711	
CASH FLOW FROM INVESTING ACTIVITIES:					
Change in investments	(1,475)	0	0	(1,475)	
Change in fixed assets (land, building & equipment)	(457,299)	0		(457,299)	
Net cash used in investing activities	(458,774)	0	0	(458,774)	
CASH FLOW FROM FINANCING ACTIVITIES:					
Principal received/(payments) on capital leases & debt	158,925	0	0	158,925	LOC
Net cash used in financing activities	158,925	0	0	158,925	
Net (decrease) in cash	(74,140)	0	0	(74,140)	
Cash and cash equivalents, beginning of year	152,424	55,574	588,016	796,014	

UNRESTRICTED FUNDS: REVENUE AND EXPENSES BY BRANCH

2/28/2015

	HOLLY HILL			SOUTHEAST VOLUSIA			CAMP WINONA			ORMOND BEACH			FOUR TOWNES			DELAND			PORT ORANGE		
	YTD ACTUAL	BUDGET VARIANCE	PY VARIANCE	YTD ACTUAL	BUDGET VARIANCE	PY VARIANCE	YTD ACTUAL	BUDGET VARIANCE	PY VARIANCE	YTD ACTUAL	BUDGET VARIANCE	PY VARIANCE	YTD ACTUAL	BUDGET VARIANCE	PY VARIANCE	YTD ACTUAL	BUDGET VARIANCE	PY VARIANCE	YTD ACTUAL	BUDGET VARIANCE	PY VARIANCE
REVENUE																					
01 PUBLIC SUPPORT	8,146	(470)	785	19,868	(2,330)	2,061	1,914	(4,700)	(3,135)	10,116	(11,526)	(17,954)	12,183	(2,278)	438	15,645	256	5,453	26,372	(5,340)	(221)
11 MEMBERSHIP	18,272	1,666	(2,036)	78,353	6,567	10,921	-	-	-	120,408	4,101	2,381	135,917	(1,296)	(1,653)	204,412	10,243	10,251	237,411	(14,980)	(19,009)
13 PROGRAMS	153	(147)	1,739	52,561	(9,429)	(3,607)	32,991	14,491	13,419	39,591	(9,618)	(10,469)	50,207	(436)	(5,458)	74,000	13,525	1,995	84,681	(10,043)	(846)
19 OTHER REVENUE	(432)	(432)	534	37	(263)	(83)	-	-	-	2,423	(877)	1,109	3,728	178	2,116	1,560	(2,876)	1,642	6,576	3,476	2,447
TOTAL REVENUE	26,139	617	(1,022)	150,818	(5,457)	9,292	34,905	9,790	10,284	172,538	(17,920)	(24,933)	202,036	(3,831)	(4,558)	295,617	21,149	19,342	355,040	(26,887)	(17,629)
EXPENSES																					
21 SALARY/REL	15,072	3,407	2,593	73,006	5,632	147	26,211	(2,679)	(7,029)	118,738	(1,435)	1,073	102,841	11,192	(1,237)	167,178	(9,981)	(22,922)	184,432	19,909	(8,191)
28 FACILITY COSTS	7,561	(2,370)	(3,526)	22,849	5	(8,641)	7,192	618	(1,368)	30,277	(5,354)	2,526	27,207	5,078	(2,650)	45,853	(327)	(553)	82,204	9,703	2,007
29 EQUIPMENT COSTS	1,228	383	497	6,302	1,106	1,770	629	435	833	5,590	1,555	489	6,079	2,208	1,833	6,224	3,493	(703)	9,768	3,312	1,261
30 PROGRAM EXP	820	972	1,080	3,837	1,534	1,457	3,243	(1,308)	(312)	4,237	1,019	638	5,352	3,161	2,425	9,554	(1,966)	(7,360)	6,564	7,655	3,700
31 MKTG/PROMO	66	75	(16)	66	75	(16)	-	-	-	116	(116)	(66)	66	205	(16)	108	(91)	(58)	66	434	(16)
32 TRAVEL/MILEAGE	41	13	(23)	248	145	36	-	200	70	154	204	(97)	249	190	35	16	142	(16)	-	288	153
33 CONF/TRNG	8	(8)	(8)	20	(20)	(14)	-	40	-	415	(365)	549	447	(147)	(447)	-	82	240	382	(332)	(291)
37 FINANCING	-	100	-	-	-	-	-	-	-	2,733	2,948	369	-	-	(1,512)	19,004	2,096	1,113	-	66	-
38 INSURANCE	972	-	2,603	4,089	27	304	4,752	-	(471)	9,443	(347)	(2,331)	8,129	-	(2,760)	17,361	-	(3,745)	4,489	-	3,136
40 DEPRECIATION	572	32	(125)	5,992	382	(120)	3,986	221	(682)	9,948	592	397	18,581	(2,545)	3,425	33,604	1,966	1,660	5,369	(626)	(123)
48 METRO/DEBT ALLOC	-	-		22,738	-	(2,664)	3,654	-	(468)	27,712	-	2,750	29,954	-		39,935	-	5,458	55,570	-	4,390
50 OTHER EXPENSES	1,496	(123)	197	6,084	(641)	(1,168)	1,704	508	664	7,874	1,415	3,076	10,199	283	(941)	15,990	(2,287)	(2,450)	19,436	(124)	(1,677)
TOTAL EXPENSES	27,837	2,481	3,273	145,236	8,241	(8,909)	51,371	(1,966)	(8,763)	217,238	115	9,375	209,103	19,626	(1,843)	354,828	(6,873)	(29,339)	368,280	40,285	4,350
NET FROM OPERATIONS	(1,698)	3,095	2,250	5,582	2,784	383	(16,466)	7,824	1,520	(44,701)	(17,805)	(15,558)	(7,067)	15,796	(6,401)	(59,211)	14,276	(9,997)	(13,241)	13,398	(13,279)

VOLUSIA FLAGLER FAMILY YMCA
UNRESTRICTED FUND INCOME STATEMENT FOR THREE (3) MONTHS ENDING MARCH 31, 2015

DESCRIPTION	CURRENT MONTH				YEAR TO DATE					NOTES - YTD ACTUAL VS BUDGET
	MONTH ACTUAL	VS BUDGET	%	VS PRIOR YEAR	ACTUAL	VS YTD BUDGET	%	VS YTD PRIOR YEAR	%	
01 CONTRIBUTIONS	64,897	(3,553)	(5%)	(4,405)	106,331	(40,619)	(28%)	(22,572)	(18%)	Timing - Contribution income expected to be made up in future periods- Of total \$40K shortfall, OB is \$24K, SEV is \$9K and Deland is \$6K Sponsorship revenue for Halifax race series exceeding budget
03 SPECIAL EVENTS	19,529	2,829	17%	10,175	62,654	5,954	11%	33,028	111%	
08 UNITED WAY	11,265	0	0%	179	33,795	0	0%	537	2%	
10 GRANTS	50,311	9,451	23%	(4,583)	137,863	9,194	7%	29,261	27%	
11 MEMBERSHIP	408,252	4,589	1%	6,813	1,203,551	11,416	1%	3,751	0%	
13 PROGRAM FEES	193,262	14,523	8%	31,081	527,805	6,725	1%	20,430	4%	Career Source \$'s not budgeted, \$13k & locker sales exceeded budget
14 SALE OF SUPPLIES	11,913	9,763	454%	11,988	26,370	15,984	154%	20,223	329%	
15 INVESTMENT INCOME	898	558	164%	(1,561)	3,082	2,047	198%	(222)	(7%)	
16 LATE FEES & MISC IN	242	242	N/A	193	7	7	N/A	(369)	(98%)	
18 ALLOC TO REVENUE	96,713	0	0%	(4,339)	276,276	0	0%	(17,230)	(6%)	
19 TO/FROM RESERVE FUN	274	(2,904)	0%	274	(1,097)	(10,630)	(112%)	(1,097)	N/A	
TOTAL REVENUE	857,556	35,498	4%	45,815	2,376,637	78	0%	65,740	3%	
21 SALARIES AND WAGES	324,920	1,459	0%	15,175	1,099,779	12,098	1%	(36,472)	(3%)	Port Orange under budget in January by \$12k
22 EMPLOYEE BENEFITS	25,744	3,440	12%	1,314	88,350	11,470	11%	(8,974)	(11%)	YTD related to salary
23 PAYROLL TAXES & WC	31,353	2,705	8%	3,016	108,381	7,658	7%	(11,238)	(12%)	YTD related to salary
24 CONTRACT SERVICES	48,805	2,764	5%	22,399	163,049	(6,417)	(4%)	(76,692)	(89%)	\$4500 in prior year Contract Expenses - YMCA Florida's fun Coast. 2 months of audit expense
25 SUPPLIES	11,769	695	6%	(3,636)	40,976	(4,925)	(14%)	(1,484)	(4%)	Overages in Custodial Supplies & Office Supplies
26 TELEPHONE	6,777	(457)	(7%)	673	18,609	(170)	(1%)	(891)	(5%)	
27 POSTAGE & SHIPPING	455	312	41%	(950)	8,191	2,212	21%	(3,951)	(93%)	
28 FACILITY COSTS	100,549	5,842	5%	(9,055)	317,208	12,766	4%	7,591	2%	Lower Electric bills than budgeted
29 EQUIPMENT COSTS	21,990	1,121	5%	4,589	58,990	13,443	19%	2,987	5%	Half timing, half lower equipment maintenance
30 PROGRAM EXPENSES	35,848	(2,118)	(6%)	(13,893)	85,463	7,703	8%	6,073	7%	Primarily Timing
31 MARKETING/PROMOTION	12,789	(6,808)	(114%)	3,198	41,614	14,468	26%	11,346	21%	Primarily Timing
32 TRAVEL AND MILEAGE	4,721	(664)	(16%)	249	11,314	1,186	9%	(1,288)	(13%)	
33 CONFERENCE/TRAINING	1,522	106	7%	(5,032)	4,417	(467)	(12%)	5,537	56%	
34 FUNDRAISING EXPENSE	450	3,125	0%	(1,885)	7,212	1,063	13%	(2,949)	(69%)	
35 NAT'L & OTHER DUES	11,202	(380)	(4%)	2,375	34,143	355	1%	(6,491)	(23%)	
37 FINANCING COSTS	20,958	2,573	11%	2,728	61,124	8,328	12%	(5,365)	(10%)	Used capital campaign cash received to temporarily pay down LOC
38 INSURANCE	25,916	(161)	(1%)	1,191	77,747	(481)	(1%)	(3,576)	(5%)	
39 MISC EXPENSE	85	(85)	N/A	(3,420)	(1,105)	1,105	N/A	5,277	126%	
40 DEPRECIATION/AMORT	43,376	(1,564)	(4%)	3,236	125,548	(113)	(0%)	(4,736)	(4%)	
48 METRO SERVICES	96,713	0	0%	(4,339)	276,276	0	0%	17,230	6%	
49 ASSOC DEBT SERVICE	0	0		0	0	0	0%	0	N/A	
TOTAL EXPENSES	825,943	11,905	1%	17,933	2,627,287	81,280	3%	(108,065)	(4%)	
NET OPERATING INCOME (LOSS)	31,613	47,403	300%	27,882	(250,650)	81,358	25%	(42,325)	20%	
Add back:										
Depreciation	43,376	0	(4%)	3,236	125,548	(113)	(0%)	4,736	4%	
Net before depreciation	74,989	47,403	182%	31,118	(125,102)	81,245	24%	(37,589)	43%	

Volusia Flagler Family YMCA
Statement of Financial Position - All Funds

	3/31/2015	12/31/2014	Change	Notes:
ASSETS				
Unrestricted				
Cash and cash equivalents	35,541	152,424	(116,883)	Reduction in cash related to Payment of Aged Payables
Short term investments	0	0	0	
Accounts receivable	142,232	158,214	(15,982)	
Pledges and grants receivable	69,918	43,144	26,774	
Prepaid and Deferred Charges	138,360	241,894	(103,534)	Movement of OB project to a Fixed Asset CIP account
Due from Temp Restricted	(6)	0	(6)	
Inventory and prepaid expenses	0	0	0	
Due to Other Funds	(506,560)	(493,597)	(12,963)	Increase due to additional restricted contributions received in January. We began depositing Capital Campaign funds into a separate account in February
Investments	140,695	138,648	2,047	
Fixed assets, net	9,735,293	9,387,718	347,575	Reclassification of OB project expenses from prepaid to fixed asset CIP account
Loan Costs, Net	0	0	0	
Land available for sale				
Deposits				
Total unrestricted assets	9,755,473	9,628,445	127,028	
Temporarily restricted				
Cash and cash equivalents	88,908	55,574	33,334	Cash received from Capital Campaign
Accounts receivable	64,555	64,654	(99)	
Pledges receivable	625,852	300,621	325,231	Recorded a \$100k pledge receivable in February
Investments	4,572	4,574	(2)	
Due from Unrestricted	526,885	493,597	33,288	Increase due to additional restricted contributions received in January. We began depositing CC funds into a separate account in February
Due To Unrestricted	0	0	0	
Beneficial Interest	64,025	67,425	(3,400)	Receipt of mortgage payments reduces the receivable each month
Investment in UW Pooled Income Fund	49,652	49,652	0	
Total temporarily restricted assets	1,424,449	1,036,097	388,352	
Permanently restricted (Endowment)				
Cash and cash equivalents	588,016	588,016	0	
Accounts receivable	0	0	0	
Investments	111,977	111,977	0	
Total permanently restricted assets	699,993	699,993	0	
TOTAL ASSETS	11,879,915	11,364,537	515,378	
LIABILITIES AND NET ASSETS				
Liabilities				
Accounts payable	158,231	253,632	95,401	Payment of Aged Payables
Accrued Expenses				
Deferred Revenue UW Pooled Income Fund	25,576	25,576	0	
Credit line payable	354,856	205,356	(149,500)	LOC
Other current liabilities	371,346	275,804	(95,542)	
Deferred revenue	292,639	311,167	18,528	
Capitalized Lease Obligations				
Mortgage payable, current portion				
Interest Rate Swap				
Long term debt	4,848,224	4,601,659	(246,565)	Increase in debt due to new Gateway unsecured loan
Total liabilities	6,050,872	5,673,194	(377,678)	
Net assets				
Unrestricted	3,730,643	3,981,293	(250,650)	YTD net loss
Temporarily restricted	1,398,407	1,010,057	388,350	Capital Campaign Pledges recorded
Permanently restricted	699,993	699,993	0	
Total net assets	5,829,043	5,691,343	137,700	
TOTAL LIABILITIES AND NET ASSETS	11,879,915	11,364,537	515,378	

VOLUSIA FLAGLER FAMILY YMCA
STATEMENT OF CASH FLOWS - ALL FUNDS FOR 3 MONTHS ENDING MARCH 31, 2015

	<u>Unrestricted</u>	<u>Temp Restricted</u>	<u>Perm Restricted</u>	<u>Total</u>	<u>Notes</u>
CASH FLOW FROM OPERATING ACTIVITIES:					
Change in Net Assets	(250,650)	388,350	0	137,700	
Adjustments to reconcile changes in net assets to net cash provided by (used in) operating activities:					
Depreciation	125,548	0		125,548	Year to date Depreciation Expense
Net changes in:				0	
Accounts receivable	15,982	3,501	0	19,483	
Pledges & grants receivable	(26,774)	(325,231)	0	(352,005)	Capital Campaign Pledges
Inventory & prepaid expenses	0	0	0	0	
Prepaid and Deferred Charges	103,549	0	0	103,549	Movement of OB project to a Fixed Asset account
Due from Other Funds	(6)	(33,288)	0	(33,294)	
Due to Other Funds	12,963	0	0	12,963	
Accounts payable	(95,401)	0	0	(95,401)	Payment of Aged Payables
Other current liabilities	95,542	0	0	95,542	
Deferred revenue	(18,528)	0	0	(18,528)	
Net cash provided by (used in) operating activities	(37,775)	33,332	0	(4,443)	
CASH FLOW FROM INVESTING ACTIVITIES:					
Change in investments	(2,047)	2	0	(2,045)	
Change in fixed assets (land, building & equipment)	(473,123)	0		(473,123)	
Net cash used in investing activities	(475,170)	2	0	(475,168)	
CASH FLOW FROM FINANCING ACTIVITIES:					
Principal received/(payments) on capital leases & debt	396,065	0	0	396,065	LOC
Net cash used in financing activities	396,065	0	0	396,065	
Net (decrease) in cash	(116,882)	33,334	0	(83,548)	
Cash and cash equivalents, beginning of year	152,424	55,574	588,016	796,014	

UNRESTRICTED FUNDS: REVENUE AND EXPENSES BY BRANCH

3/31/2015

	HOLLY HILL			SOUTHEAST VOLUSIA			CAMP WINONA			ORMOND BEACH			FOUR TOWNES			DELAND			PORT ORANGE		
	YTD ACTUAL	BUDGET VARIANCE	PY VARIANCE	YTD ACTUAL	BUDGET VARIANCE	PY VARIANCE	YTD ACTUAL	BUDGET VARIANCE	PY VARIANCE	YTD ACTUAL	BUDGET VARIANCE	PY VARIANCE	YTD ACTUAL	BUDGET VARIANCE	PY VARIANCE	YTD ACTUAL	BUDGET VARIANCE	PY VARIANCE	YTD ACTUAL	BUDGET VARIANCE	PY VARIANCE
REVENUE																					
01 PUBLIC SUPPORT	13,352	78	216	45,939	1,317	(9,410)	9,336	(1,834)	637	23,444	(19,519)	(24,752)	17,632	(1,810)	747	21,900	(6,084)	1,713	52,530	(138)	2,902
11 MEMBERSHIP	29,107	3,865	(4,532)	120,325	11,794	18,677	-	-	-	179,773	(607)	(1,346)	207,514	(645)	(184)	311,841	19,032	20,247	354,216	(22,798)	(26,185)
13 PROGRAMS	559	109	1,971	69,764	(8,963)	(3,109)	69,989	25,489	23,989	63,216	(13,870)	(10,151)	70,294	(7,293)	(6,243)	122,329	21,527	14,766	131,295	(2,909)	7,121
19 OTHER REVENUE	(354)	(354)	198	(94)	(544)	(214)	-	-	(8)	2,469	(1,931)	1,786	5,284	66	3,351	1,944	(4,492)	128	6,970	3,320	2,456
TOTAL REVENUE	42,664	3,698	2,148	235,933	3,602	5,945	79,325	23,654	24,618	268,902	(35,927)	(34,464)	300,725	(9,681)	(2,329)	458,014	29,984	36,854	545,011	(22,525)	(13,707)
EXPENSES																					
21 SALARY/REL	22,914	2,127	1,887	103,126	8,372	1,446	37,163	(4,218)	(9,354)	166,032	(601)	4,446	144,128	15,292	(264)	233,800	(12,067)	(30,402)	265,355	28,971	(17,955)
28 FACILITY COSTS	9,884	(2,347)	(3,619)	35,402	(761)	(12,996)	10,983	3,100	(2,169)	38,593	(1,496)	17,854	40,601	5,783	(1,803)	68,638	9	(2,843)	123,948	8,343	2,300
29 EQUIPMENT COSTS	2,306	98	312	9,578	1,533	(573)	1,204	117	378	7,769	2,236	1,495	9,223	3,038	1,644	11,580	3,301	(3,296)	15,736	3,257	832
30 PROGRAM EXP	1,302	748	2,091	11,655	(3,302)	682	3,958	(630)	(1,027)	6,724	1,447	3,970	15,554	3,154	2,767	16,419	(3,507)	(7,637)	11,693	11,062	3,947
31 MKTG/PROMO	66	146	139	66	396	139	264	(264)	-	116	(116)	89	66	408	139	108	(83)	97	66	434	139
32 TRAVEL/MILEAGE	41	40	(23)	303	287	505	71	229	330	154	384	(97)	371	367	71	41	197	149	153	278	20
33 CONF/TRNG	8	(8)	(8)	40	20	353	13	47	(13)	415	(340)	1,087	516	122	(493)	39	83	885	446	(51)	508
37 FINANCING	-	150	-	-	-	-	-	-	-	3,967	4,555	1,816	-	-	(2,267)	27,583	4,067	1,620	-	99	-
38 INSURANCE	1,458	-	3,905	6,134	39	455	7,127	-	(706)	14,164	(520)	(3,496)	12,193	-	(4,658)	26,042	-	(5,618)	6,733	-	4,706
40 DEPRECIATION	873	33	(203)	9,155	406	(347)	6,089	222	(1,133)	15,198	612	320	28,390	(4,336)	5,684	51,343	2,012	1,417	8,203	(1,088)	(343)
48 METRO/DEBT ALLOC	-	-		33,804	-	(4,499)	8,100	-	1,262	44,353	-	3,183	45,164	-		62,278	-	7,174	82,577	-	4,426
50 OTHER EXPENSES	2,460	(378)	87	9,039	(965)	(614)	2,857	410	820	11,187	3,147	5,425	16,189	69	1,495	26,679	(6,146)	(5,646)	27,464	1,374	(1,733)
TOTAL EXPENSES	41,313	609	4,568	218,307	6,021	(15,449)	77,829	(988)	(11,878)	308,673	9,307	36,092	312,394	23,898	2,314	524,551	(12,134)	(44,100)	542,374	52,679	(3,151)
NET FROM OPERATIONS	1,351	4,304	6,715	17,626	9,623	(9,504)	1,496	22,666	12,741	(39,772)	(26,620)	1,629	(11,669)	14,218	(15)	(66,537)	17,850	(7,246)	2,636	30,154	(16,857)

Financial Report
for period ending
March 31, 2015
provided by
Golf Course

The Golf Club at Cypress Head
Comparative Income Statement
For the Six Months Ending March 31, 2015 (50% of FY)

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	129,495	579,310	1,051,059	55%	141,742	601,222	782,295	77%
Merchandise	7,946	35,695	72,272	49%	7,579	32,326	48,222	67%
Other Pro Shop	562	6,324	8,445	75%	3,837	6,325	7,112	89%
Range	3,887	18,797	35,287	53%	3,626	14,949	38,615	39%
Food and Beverage	35,814	153,335	287,748	53%	30,551	160,246	192,398	83%
Membership Initiation Fees	0	0	250		0	0	0	
Other Operating Revenues	4,468	20,300	38,076	53%	4,968	21,024	28,192	75%
TOTAL REVENUE	182,173	813,762	1,493,137	55%	192,303	836,092	1,096,834	76%
COST OF SALES								
Merchandise	4,694	25,669	49,275	52%	4,600	21,072	33,711	63%
Food & Beverage	12,687	58,426	112,519	52%	10,280	63,869	69,374	92%
TOTAL COGS	17,381	84,095	161,794	52%	14,880	84,941	103,085	82%
COGS - Merchandise %	59.1%	71.9%	68.2%	105.5%	60.7%	65.2%	69.9%	93.2%
COGS - Food %	35.4%	38.3%	39.3%	97.5%	33.6%	40.0%	36.1%	111.0%
PAYROLL								
Course and Grounds	21,830	136,725	271,543	50%	24,513	143,298	290,141	49%
Carts, Range, Starters, Etc.	7,725	35,615	65,268	55%	9,020	36,036	41,564	87%
Pro Shop	4,790	25,939	53,393	49%	5,083	28,045	29,218	96%
Food and Beverage	13,788	72,916	142,814	51%	14,489	84,037	114,321	74%
General and Administrative	10,120	62,470	120,964	52%	9,723	65,778	125,375	52%
Marketing	3,816	23,651	47,276	50%	4,201	25,705	47,684	54%
TOTAL PAYROLL	62,068	357,316	701,259	51%	67,030	382,898	648,303	59%

The Golf Club at Cypress Head
Comparative Income Statement
For the Six Months Ending March 31, 2015 (50% of FY)

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
OPERATING EXPENSES								
Course and Grounds	14,946	96,952	192,508	50%	13,068	94,325	193,815	49%
Carts, Range, Starters, Etc.	7,602	47,310	91,506	52%	8,233	63,542	84,536	75%
Pro Shop	262	7,785	9,935	78%	4,135	6,864	8,797	78%
Food and Beverage	5,691	19,655	36,098	54%	3,002	20,447	19,941	103%
General and Administrative	17,037	112,650	201,262	56%	17,517	111,279	171,762	65%
Marketing	2,071	11,314	21,090	54%	5,020	12,172	35,150	35%
TOTAL OPERATING EXPENSES	47,609	295,666	552,399	54%	50,974	308,628	514,001	60%
TOTAL EXPENSES	127,059	737,078	1,415,452	52%	132,884	776,468	1,265,389	61%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(7,225)	(43,350)	(86,700)	50%	(7,370)	(44,117)	(88,440)	50%
Depreciation & Amortization	(535)	(3,210)	(3,147)	102%	(535)	(3,210)	(6,540)	49%
TOTAL OTHER INCOME (EXPENSE)	(7,760)	(46,560)	(89,847)	52%	(7,904)	(47,327)	(94,980)	50%
NET INCOME	47,354	30,124	(12,162)	-248%	51,514	12,298	(263,535)	-5%
Paid Rounds	4,525	20,162			5,071	21,973	27,380	80%
Annual Pass Rounds	527	2,738			491	2,544	3,233	79%
Other Rounds	284	1,682			267	1,528	2,007	76%
Total Rounds	5,336	24,582			5,829	26,045	32,620	80%
Revenue/Paid Rounds	\$ 40.26	\$ 40.36			\$ 37.92	\$ 38.05	\$ 40.06	95%
Revenue/Total Rounds	\$ 34.14	\$ 33.10			\$ 32.99	\$ 32.10	\$ 33.62	95%