REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

OCTOBER 4, 2016

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 - Rev. Rebecca T. Hyvonen - Cross Creek Community Church
3. Roll Call
4. Rules of Procedure

B. AGENDA APPROVAL

C. PUBLIC HEARING

5. Second Reading - Ordinance No. 2016-19 - LDC Amendments/Chapters 2, 17 and 18 - Craft Food and Beverage Producer, Brewery, and Microbrewery, Case No. 16-25000003
6. Second Reading - Ordinance No. 2016-20 – Pinnacle PUD Small-Scale Comprehensive Plan Amendment; Case No. 16-20000001
7. Second Reading - Ordinance No. 2016-21 – First Amendment to the Pinnacle Master Development Agreement and Conceptual Development Plan; Case No. 16-40000004
8. First Reading - Ordinance No. 2016-22 - Moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of tattoo parlors in the City of Port Orange; Case No. 16-25000004

D. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

9. Police Department Recognition Awards
10. Report from KemperSports on Cypress Head Golf Course

E. TABLED ITEMS

11. Citizen request to reduce the work without permit late fee for a fence at 5930 Park Ridge Circle

F. CITIZEN PARTICIPATION (Agenda)

12. Citizen request for utility lien reduction - 3896 Esplanade Ave.

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

H. COUNCIL COMMENTS

13. Comments/Concerns from Council Members

I. CONSENT AGENDA

14. Approval of Minutes
    a. September 20, 2016 - Special City Council Meeting
    b. September 20, 2016 - Regular City Council Meeting
15. Award of RFSQ #16-36 - Continuing Architectural Services
16. Approval of Municipality/Transportation Planning Organization FY 2016/2017 Funding Agreement with the River to Sea Transportation Planning Organization (R2CTPO)
17. Resolution No. 16-67 - Ratifying and Accepting $86,267.44 for Victims of Crime Act (VOCA) Grant
18. Major Special Event Request – First Turn Lounge – 5236, 5204, & 5164 South Ridgewood Avenue
19. Utility Billing and Miscellaneous Receivables Write-offs
20. City Attorney's Report FY16 - Fourth Quarter
21. Approval of Beville Settlement

J. REGULAR AGENDA

22. First Reading - Ordinance No. 2016-17 - Revision to City Code Sec. 2-272 - Alterations or modifications of contracts
23. First Reading - Ordinance No. 2016-18 - Correction to City Code Sec. 2-275 - Local purchasing preference
24. YMCA Items
    a. Amendment to YMCA Lease
    b. Assignment of YMCA Sublease

K. COMMENTS

25. City Attorney Comments
26. City Manager Comments

L. COUNCIL COMMITTEE REPORTS

27. City Council Committee Reports
    a. River to Sea TPO
    b. YMCA
    c. General Employees' Pension Plan

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.

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

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/04/2016

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2016-19 - LDC Amendments/Chapters 2, 17 and 18 - Craft Food and Beverage Producer, Brewery, and Microbrewery, Case No. 16-25000003

DEPARTMENT: Community Development

GOAL: 3 - Economic Development

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance 2016-19, amending the Chapters 2, 17 and 18 of the Land Development Code.

SUMMARY: Planning Commission Action (8/25/16): Recommended Approval

A growing trend throughout the United States has been the establishment of locally owned microbreweries and craft food and beverage producers (rum, wine, coffee, ice cream, etc.). These businesses are manufacturing small batches of alcoholic beverages and food and typically contain a commercial tasting room that functions similar to a bar or restaurant where patrons come and drink or eat what was created at the facility. The microbrewery and craft food and beverage producers are unique uses that combine two primary uses (manufacturing and commercial). The combination of these uses is unique because they are typically allowed in different zoning districts, with one component being industrial and the other component being commercial.

Microbreweries and craft food and beverage producers have been sought after in recent years by some local municipalities to use as a catalyst to revitalize underutilized areas. There are examples throughout Florida of successful microbreweries and craft food and beverage producers that have assisted in redeveloping areas by attracting other complementary users such as local specialty restaurants, farmer markets, retail stores, etc. to the surrounding areas and add to the local flavor.

The proposed amendments to the LDC would create new definitions for craft food and beverage producer, microbrewery, and brewery, identify the zoning districts where these uses are permitted, and create special development requirements to ensure these uses are compatible with the surrounding area.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ordinance No.	.pdf

	2016-19	
2.	Staff Report	CC_Staff Report_CraftFoodandBeverage_Brewery_Microbrewery.pdf

Robin Fenwick Created/Initiated - 09/20/2016

ORDINANCE NO. 2016-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 2 TO ADD DEFINITIONS FOR CRAFT FOOD AND BEVERAGE PRODUCER, BREWERY, AND MICROBREWERY; AMENDING CHAPTER 17 RELATING TO PERMITTED USES TO ADD CRAFT FOOD AND BEVERAGE PRODUCER, BREWERY AND MICROBREWERY TO THE COMMUNITY COMMERCIAL (CC), HIGHWAY COMMERCIAL (HC), INTERCHANGE COMMERCIAL DEVELOPMENT (ICD), RIDGEWOOD DEVELOPMENT (RD), PLANNED COMMUNITY-RIVERWALK (PC-R), AND MIXED-USE CENTER (MXC) ZONING DISTRICTS AS PERMITTED USES WITH SPECIAL DEVELOPMENT REQUIREMENTS, AND TO ADD BREWERY TO THE COMMERCIAL INDUSTRIAL (CI) AND LIGHT INDUSTRIAL (LI) ZONING DISTRICTS AS A PERMITTED USE WITH SPECIAL DEVELOPMENT REQUIREMENTS; AMENDING CHAPTER 18 TO CREATE SPECIAL DEVELOPMENT REQUIREMENTS FOR CRAFT FOOD AND BEVERAGE PRODUCER, BREWERY, AND MICROBREWERY USES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes a growing trend throughout the United States has been the establishment of locally owned microbreweries and craft food and beverage producers (rum, wine, coffee, ice cream, etc.); and

WHEREAS, these businesses are manufacturing small batches of alcoholic beverages and food and typically contain a commercial tasting room that functions similar a bar or restaurant where patrons come and drink or eat what was created at the facility; and

WHEREAS, there are examples throughout Florida of successful microbreweries and craft food and beverage producers that have assisted in redeveloping areas by attracting other complementary users such as local specialty restaurants, farmer markets, retail stores, etc. to the surrounding areas and add to the local flavor; and

WHEREAS, the City Council desires to encourage uses such as microbreweries, craft food and beverage producers to act as a catalyst to revitalize underutilized areas; and

WHEREAS, the Planning Commission has recommended adoption of this Ordinance to amend the Land Development Code; and

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

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

SECTION 1: The City Council hereby amends Chapter 2, Section 2 of the Land Development Code, to add the following definitions:

Chapter 2 - DEFINITIONS AND INTERPRETATIONS
Section 2: - Definitions.

Craft food and beverage producer. An establishment, not exceeding 20,000 square feet in gross floor area, that engages in onsite commercial production of beverage and or food products to a final form employing batch-processing or hand-crafting using traditional methods, and distributes to customers on-site via product tasting and direct sales and/or offsite to retailers and wholesalers. Typical products may include, but are not limited to coffee roasting, ice cream, baked goods, confectioneries, liquor, wine, and any other craft beverage manufacturing.

Brewery. An establishment primarily engaged in the production of beer and other fermented malt beverages for sale on premises and in packages for later consumption off premises via retail carryout, or through distribution and may include accessory uses such as a tasting room, restaurant, retail, demonstration area, education and training facilities, and other uses incidental to the brewing business that may be open and accessible to the public.

Microbrewery. An establishment, not exceeding 20,000 square feet in gross floor area, primarily engaged in the production of beer and other fermented malt beverages for sale on premises and in packages for later consumption off premises via retail carryout, or through distribution and may include accessory uses such as a tasting room, restaurant, retail, demonstration area, education and training facilities, and other uses incidental to the brewing business that may be open and accessible to the public.

SECTION 2: The City Council hereby amends Chapter 17, Section 21 of the Land Development Code, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS
Section 21: - Community commercial (CC) district.
(a) – (b) Remain Unchanged.

(bb) *Permitted uses with special development requirements (chapter 18, section 4).*

(1) Athletic/sports facilities (subsection 2).

(2) Brewery (subsection 3.7).

(~~2~~3) Child care centers (subsection 4).

(4) Craft food and beverage producer (subsection 5.15).

~~(3) Theaters (subsection 17).~~

(~~4~~5) Community gardens (subsection 5.1).

(6) Microbrewery (subsection 9.57).

(7) Theaters (subsection 17).

(c) – (d) Remain Unchanged.

SECTION 3: The City Council hereby amends Chapter 17, Section 22 of the Land Development Code, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS
Section 22: - Highway Commercial (HC) district.
(a) – (b) Remain Unchanged.

(bb) *Permitted uses with special development requirements (chapter 18, section 4).*

(1) Brewery (subsection 3.7).

(2) Community gardens (subsection 1.5).

(3) Craft food and beverage producer (subsection 5.15).

(~~1~~4) Laundry/dry cleaning plants (subsection 9).

(5) Microbrewery (subsection 9.57).

(~~2~~6) Taxidermy (subsection 16).

~~(3) Community gardens (subsection 1.5).~~

(c) – (d) Remain Unchanged.

SECTION 4 :The City Council hereby amends Chapter 17, Section 22.5 of the Land Development Code, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS
Section 22.5: - Interchange commercial development (ICD) district.
(a) – (b) Remain Unchanged.

(bb) *Permitted uses with special development requirements (chapter 18, section 4).*

(1) Brewery (subsection 3.7).

(~~1~~2) Child care centers (subsection 4).

(3) Craft food and beverage producer (subsection 5.15).

(~~2~~4) Community gardens (subsection 5.1).

(5) Microbrewery (subsection 9.57).

(~~3~~6) Office/warehouse facilities (subsection 12.2).

(c) – (d) Remain Unchanged.

SECTION 5 :The City Council hereby amends Chapter 17, Section 23 of the Land Development Code, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS
Section 23: - Commercial industrial (CI) district.

(a) – (b) Remain Unchanged.

(c) *Permitted uses with special development requirements (chapter 18, section 4).*

(1) Brewery (subsection 3.7).

(~~1~~2) Kennels (subsection 8).

(~~2~~3) Health/exercise club (subsection 6).

(d) Remains Unchanged.

SECTION 6 :The City Council hereby amends Chapter 17, Section 24 of the Land Development Code, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS
Section 24: - Light industrial (LI) district.

(a) – (b) Remain Unchanged.

(c) *Permitted uses with special development requirements (chapter 18, section 4).*

(1) Brewery (subsection 3.7).

(~~1~~2) Health/exercise club (subsection 6).

(d) Remains Unchanged.

SECTION 7 :The City Council hereby amends Chapter 17, Section 25 of the Land Development Code, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS
Section 25: - Ridgewood development (RD) district.

(a) – (b) Remain Unchanged.

(bb) *Permitted uses with special development requirements (chapter 18, section 4).*

(1) Assisted living facilities (subsection 1).

(2) Brewery (subsection 3.7).

(~~2~~3) Child care centers (subsection 4).

~~(3) Nursing homes (subsection 10).~~

(4) Community gardens (subsection 5.1).

(5) Craft food and beverage producer (subsection 5.15).

(6) Microbrewery (subsection 9.57).

(7) Nursing homes (subsection 10).

(c) - (h) Remain Unchanged.

SECTION 8 :The City Council hereby amends Chapter 17, Section 30 of the Land Development Code, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS
Section 30: - Planned community-Port Orange Riverwalk (PC-R) district.

(a) – (c) Remain Unchanged.

(d) *Mixed-use.* The mixed-use development shall comply with the district-wide regulations and the following regulations for onsite improvements.

(1) Remains Unchanged.

(2) *Permitted uses with special development requirements (chapter 18, section 4).*

(a) Craft food and beverage producer (subsection 5.15).

(b) Medical offices (subsection 9.7)

(c) Microbrewery (subsection 9.57).

(3) – (5) Remain Unchanged.

(e) – (g) Remain Unchanged.

SECTION 9 :The City Council hereby amends Chapter 17, Section 32 of the Land Development Code, to read as follows:

Chapter 17 - ZONING DISTRICT REGULATIONS
Section 32: - Mixed Use Center (MXC) district.

(a) – (b) Remain Unchanged.

(c) *Permitted uses.*

(1) *Principal uses*: All uses in this list shall be permitted within the MXC district. Uses are categorized based on similar impacts and to ensure diversity of uses. Those uses with special development requirements are identified with an asterisk (*). These special development requirements are identified in Chapter 18, Section 4.

(a) *Commercial category.*

(1) Banks.

(2) Bars, lounges, and nightclubs *.

(3) Brewery*.

(4) Craft food and beverage producer*.

(~~3~~5) Game/recreation facility.

(~~4~~6) Health/exercise clubs *.

(~~5~~7) Marina, recreational *.

(8) Microbrewery*.

(~~6~~9) Office supplies.

(~~7~~10) Personal services.

(~~8~~11) Restaurants.

(~~9~~12) Retail sales and service.

(b) – (d) Remain Unchanged.

SECTION 10: The City Council hereby amends Chapter 18, Section 4 of the Land Development Code, to read as follows:

Chapter 18 – CONDITIONAL USES, SPECIAL EXCEPTIONS AND PERMITTED USES WITH SPECIAL DEVELOPMENT REQUIREMENTS
Section 4: - Special development requirements for permitted uses.

(a) Remains Unchanged.

(b) *Special development requirements*.

(1) – (3.5) Remain Unchanged

(3.7) *Brewery* (CI, LI, CC, HC, ICD, RD, PC-R, MXC).

(a) For properties with a Warehouse/Industrial Future Land Use Designation, accessory retail sales area, bar, and/or restaurant uses may be integrated in an amount not to exceed 15% of the total floor area within an individual building.

(b) For properties zoned CC, HC, ICD, RD, PC-R, or MXC, the development site shall be a minimum of two (2) acres in size.

(c) For properties zoned CC, HC, ICD, RD, PC-R, or MXC, the brewery is required to include one or more accessory uses such as a tasting room, tap room, restaurant, retail, demonstration area, education and training facility or other use incidental to the brewery and open and accessible to the public.

(d) For properties zoned CC, HC, ICD, RD, PC-R, or MXC, outdoor seating is not permitted to be located on any side adjacent to a single-family or duplex residential use or residential zoning district.

(e) For properties zoned CC, HC, ICD, RD, PC-R, or MXC, access and loading and unloading facilities are required to be internal to the site or development or located at the back (or side not adjacent to a single-family or duplex residential use or zoning district) of building.

(f) For properties zoned CC, HC, ICD, RD, PC-R, or MXC, off-site distribution via semi-trailer (articulated combination vehicle with a permanent or semi-permanent pivoting joint; does not include a straight or box truck with no articulation) is only permitted if the truck traffic is

limited to streets classified as arterial on the Comprehensive Plan Roadway Functional Classification Map.

(g) Decorative silos that are designed to be compatible and integral with the principal structure are permitted. No additional sign area is permitted for decorative silos; however, permitted wall sign area for the principal structure or building may be transferred to the silo, provided that silo signage is only situated on the sides of the silo visible from a right-of-way. The maximum height shall not exceed the maximum building height of the zoning district.

(h) Required parking is calculated based on square footage proposed for each use (example: manufacturing parking ratio + bar parking ratio based on square-footage).

(i) Storage of materials, including silos, products for distribution, and other items requiring long-term storage shall be allowed in areas behind building (or a side not adjacent to a residential use or zoning district), in enclosed buildings, or otherwise screened from the public right of way or a single-family or duplex residential use or residential zoning district. Spent or used grain shall be stored in sealed containers.

(j) Shall comply with all applicable federal, state and local laws.

(4) – (5.1) Remain Unchanged.

(5.15) *Craft food and beverage producer* (CC, HC, ICD, RD, PC-R, MXC).

(a) Required to include one or more accessory uses such as a tasting room, tap room, restaurant, retail, demonstration area, education and training facility or other use incidental to the brewery and open and accessible to the public.

(b) Access and loading and unloading facilities are required to be internal to the site or development or located at the back (or side not adjacent to a single-family or duplex residential use or zoning district) of building.

(c) Required parking is calculated based on square footage proposed for each use (example: manufacturing parking ratio + retail parking ratio based on square-footage).

(d) All outdoor equipment and storage of materials, including silos, products for distribution, and other items requiring long-term storage shall be allowed in areas behind building, in enclosed buildings, or otherwise screened, using architectural features consistent with the principal structure, from the public right of way or a single-family or duplex residential use or residential zoning district. Spent or used grain or similar materials that can attract rodents shall be stored in sealed containers.

(e) Off-site distribution via semi-trailer (articulated combination vehicle with a permanent or semi-permanent pivoting joint; does not include a straight or

box truck with no articulation) is only permitted if the truck traffic is limited to streets classified as arterial on the Comprehensive Plan Roadway Functional Classification Map.

(f) Outdoor seating is not permitted to be located on any side adjacent to a single-family or duplex residential use or residential zoning district.

(g) Shall comply with all applicable federal, state and local laws.

(5.2) – (9.55) Remain Unchanged.

(9.57) *Microbrewery* (CC, HC, ICD, RD, PC-R, MXC).

(a) Required to include one or more accessory uses such as a tasting room, tap room, restaurant, retail, demonstration area, education and training facility or other use incidental to the microbrewery and open and accessible to the public.

(b) Decorative silos that are designed to be compatible and integral with the principal structure are permitted. No additional sign area is permitted for decorative silos; however, permitted wall sign area for the principal structure or building may be transferred to the silo, provided that silo signage is only situated on the sides of the silo visible from a right-of-way. The maximum height shall not exceed the maximum building height of the zoning district.

(c) Access and loading and unloading facilities are required to be internal to the site or development or located at the back (or side not adjacent to a single-family or duplex residential use or zoning district) building.

(d) Required parking is calculated based on square footage proposed for each use (example: manufacturing parking ratio + bar parking ratio based on square-footage).

(e) Storage of materials, including silos, products for distribution, and other items requiring long-term storage shall be allowed in areas behind building (or a side not adjacent to a residential use or zoning district), in enclosed buildings, or otherwise screened from the public right of way or a single-family or duplex residential use or residential zoning district. Spent or used grain shall be stored in sealed containers.

(f) Off-site distribution via semi-trailer (articulated combination vehicle with a permanent or semi-permanent pivoting joint; does not include a straight or box truck with no articulation) is only permitted if the truck traffic is limited to streets classified as arterial on the Comprehensive Plan Roadway Functional Classification Map.

(g) Outdoor seating is not permitted to be located on any side adjacent to a single-family or duplex residential use or residential zoning district.

(h) Shall comply with all applicable federal, state and local laws.

(9.6) – (18) Remain Unchanged.

(c) Remains Unchanged.

SECTION 11: 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 12: CODIFICATION.
The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 13: 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 14: 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: _____
Deputy City Attorney

STAFF REPORT
CASE NO. 16-25000003
LDC Amendment/Chapters 2, 17, and 18 – Craft Food and Beverage Producer, Brewery, and Microbrewery

REQUEST:	To amend Chapter 2 of the Land Development Code (LDC) to add definitions for craft food and beverage producer, microbrewery, and brewery; amend Chapter 17 of the LDC to add craft food and beverage producer and microbrewery as a permitted use with special development requirements in the Community Commercial, Highway Commercial, Interchange Commercial Development, Ridgewood Development, Planned Community-Riverwalk, and Mixed-Use Center (MXC) zoning districts; to add brewery as permitted use with special development requirements in the Commercial Industrial and Light Industrial zoning districts; and amend Chapter 18 of the LDC to add special development requirements for these permitted uses.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	**Approval**
PLANNING COMMISSION RECOMMENDATION:	**Approval**
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
CITY COUNCIL DATE:	September 20, 2016

INTRODUCTION

The Land Development Code (LDC) has not been comprehensively updated since the early 1990's. Staff has been updating the Code in phases over the past several years. Prior amendments included updates to sign regulations, erosion control, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, site plan and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, and others.

A growing trend throughout the United States has been the establishment of locally owned microbreweries and craft food and beverage producers (rum, wine, coffee, ice cream, etc.). These businesses are manufacturing small batches of alcoholic beverages and food and typically contain a commercial tasting room that functions similar a bar or restaurant where patrons come and drink or eat what was created at the facility. The microbrewery and craft food and beverage producers are unique uses that combine two primary uses (manufacturing and commercial). The combination of these uses is unique because they are typically allowed in different zoning districts, with one component being industrial and the other component being commercial (Exhibit A).

DISCUSSION:

Currently, the Land Development Code (LDC) permits traditional manufacturing uses that manufacture alcoholic beverages or food for sale to distributors for off-site sales as a permitted use within the Commercial Industrial (CI) and Light Industrial (LI) zoning districts. However, the LDC does not clearly permit these manufacturing uses to also have a tasting room/bar, restaurant, or retail sales area.

A recent trend across the country, is to establish zoning requirements to allow microbreweries, breweries and craft food and beverage producers to have an area where customers can sample or buy the locally produced beverages/products and also purchase retail items associated with the business.

In Port Orange, Tomoka Brewing Company is classified as a restaurant because their sale of food exceeds 50% of all sales and is therefore allowed in commercial zoning districts. However, microbreweries (without food sales) such as Daytona Beach Brewing Company and New Smyrna Beach Brewing Company would only be allowed in Port Orange in industrial areas.

Microbreweries and craft food and beverage producers have been sought after in recent years by some local municipalities to use as a catalyst to revitalize underutilized areas. There are examples throughout Florida of successful microbreweries and craft food and beverage producers that have assisted in redeveloping areas by attracting other complementary users such as local specialty restaurants, farmer markets, retail stores, etc. to the surrounding areas and add to the local flavor.

The proposed amendments to the LDC would create new definitions for craft food and beverage producer, microbrewery, and brewery, identify the zoning districts where these uses are permitted, and create special development requirements to ensure these uses are compatible with the surrounding area.

PROPOSED AMENDMENTS

The proposed LDC Amendments include (see Ordinance Exhibit):

1. Defining *Craft food and beverage producer*, *Brewery*, and *Microbrewery*;
2. Adding *Craft food and beverage producer* and *Microbrewery* as a permitted use with special development requirements in the Community Commercial (CC), Highway Commercial (HC), Interchange Commercial Development (ICD), Ridgewood Development (RD), Planned Community-Riverwalk (PC-R), and Mixed-Use Center (MXC) zoning districts;
3. Adding *Brewery* as a permitted use with special development requirements in the Commercial Industrial (CI) and Light Industrial (LI) zoning districts;
4. Adding Brewery as a permitted use with special development requirements in the Community Commercial (CC), Highway Commercial (HC), Interchange Commercial Development (ICD), Ridgewood Development (RD), Planned Community-Riverwalk (PC-R), and Mixed-Use Center (MXC) zoning districts if the development site is a minimum of two (2) acres in size; and
5. Adding special development requirements for *Craft food and beverage producer*, *Brewery*, and *Microbrewery*

Proposed Definitions (Chapter 2):

Craft food and beverage producer. An establishment, not exceeding 20,000 square feet in gross floor area, that engages in onsite commercial production of beverage and or food products to a final form employing batch-processing or hand-crafting using traditional methods, and distributes to customers on-site via product tasting and direct sales and/or offsite to retailers and wholesalers. Typical products may include, but are not limited to coffee roasting, ice cream, baked goods, confectioneries, liquor, wine, and any other craft beverage manufacturing.

Brewery. An establishment primarily engaged in the production of beer and other fermented malt beverages for sale on premises and in packages for later consumption off premises via retail carryout, or through distribution and may include accessory uses such as a tasting room, restaurant, retail, demonstration area, education and training facilities, and other uses incidental to the brewing business that may be open and accessible to the public.

Microbrewery. An establishment primarily engaged in the production of beer and other fermented malt beverages, not exceeding 20,000 square feet in gross floor area, beverages for sale on premises and in packages for later consumption off premises via retail carryout, or through distribution and may include accessory uses such as a tasting room, restaurant, retail, demonstration area, education and training facilities, and other uses incidental to the brewing business that may be open and accessible to the public.

Special Development Requirements

According to the LDC, a permitted use with special development requirements is a use that is permitted provided specific development requirements are met. The special development requirements are intended to ensure compatibility with surrounding uses. Staff researched other municipalities and spoke with local microbrewery owners to determine what impacts would need to be mitigated through specific development requirements to ensure compatibility with surrounding uses.

Staff is proposing development requirements that address the mixture of uses, screening of equipment and storage of materials, access and loading, parking, and outdoor seating.

	Craft Food and Beverage producer (CC, HC, ICD, RD, PC-R, MXC)	Microbrewery (CC, HC, ICD, RD, PC-R, MXC)	Brewery (CC, HC, ICD, RD, PC-R, MXC)	Brewery (CI, LI)
20,000 square foot maximum gross floor area	✓	✓		
The development site must be a minimum of two (2) acres in size.			✓	
For properties with a *Warehouse/Industrial* Future Land Use Designation, accessory retail sales area, bar, and/or restaurant uses may be integrated in an amount not to exceed 15% of the total floor area within an individual building.				✓
Decorative silos that are designed to be compatible and integral with the principal structure are permitted. No additional sign area is permitted for decorative silos; however, permitted wall sign area for the principal structure or building may be transferred to the silo, provided that silo signage is only situated on the sides of the silo visible from a right-of-way. The maximum height shall not exceed the maximum building height of the zoning district.		✓	✓	✓
Required to include one or more accessory uses such as a tasting room, tap room, restaurant, retail, demonstration area, education and training facility or other use incidental to the brewery and open and accessible to the public.	✓	✓	✓	
Loading and unloading facilities are required to be internal to the site or development or located at the back (or side not adjacent to a single-family or duplex residential use or zoning district) of building.	✓	✓	✓	
Required parking is calculated based on square footage proposed for each use (example: manufacturing parking ratio + bar parking ratio based on square-footage).	✓	✓	✓	✓
Storage of materials, including silos, products for distribution, and other items requiring long-term storage shall be allowed in areas behind building (or a side not adjacent to a residential use or zoning district), in enclosed buildings, or otherwise screened from the public right of way or a single-family or duplex residential use or residential zoning district. Spent or used grain must be stored in sealed containers.	✓	✓	✓	✓
Off-site distribution via semi-trailer is only permitted if the truck traffic is limited to streets classified as arterial on the Comprehensive Plan Roadway Functional Classification Map.	✓	✓	✓	
Outdoor seating is not permitted to be located on any side adjacent to a single-family or duplex residential use or residential zoning district.	✓	✓	✓	
Comply with Code of Ordinances, Ch. 6, Sec. 6-2	✓	✓	✓	✓

RECOMMENDATION:

Approval of the amendments to Chapters 2, 17, and 18 of the Land Development Code.

Exhibit A

Example Craft Food Producer:

Mitchell's Ice Cream

Starbucks Reserve

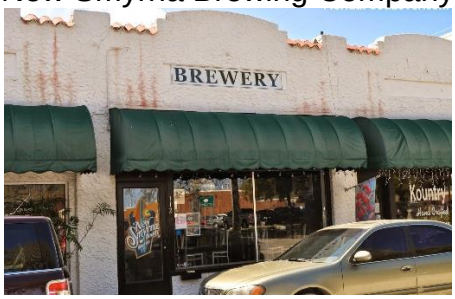
Example Microbreweries:

Fremont Brewing Company

Cocoa Beach Brewing Company

Engine 15 Brewing Company

New Smyrna Brewing Company



Wicked Weed Brewing

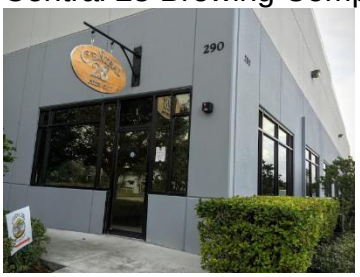
Example Breweries:

Funky Buddha Brewery

Catskill Brewery

Stoney Creek Brewery

Central 28 Brewing Company



Swamp Head Brewery

Pyramid Alehouse Brewery

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/04/2016

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2016-20 – Pinnacle PUD Small-Scale Comprehensive Plan Amendment; Case No. 16-20000001

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance No. 2016-20, to change the Future Land Use (FLU) designation for ±9.5 acres from Rural Transition (0-2 units/acre) to Suburban Residential (2-4 units/acre), as recommended by the Planning Commission.

SUMMARY: PLANNING COMMISSION ACTION: August 25, 2016, recommended approval

The proposed amendment is to change the Future Land Use (FLU) designation from Rural Transition (0-2 units/acre) to Suburban Residential (2-4 units/acre) for ±9.5-acres (amendment area) of the overall 65.7-acre Pinnacle Planned Unit Development (PUD) property. The ±9.5-acre amendment area is generally located west of I-95, and east of Williamson Boulevard and Phase I of the constructed Pinnacle Subdivision. The remaining 56.2-acres are not included in the proposed FLU amendment and would retain the current Rural Transition FLU designation. If the proposed FLU Amendment is approved, the applicant intends to amend the Pinnacle PUD Master Development Agreement (MDA) and Conceptual Development Agreement (CDP) to increase the single-family residential unit cap for the PUD from 139 to 150. The applicant then intends to develop Phase II of the Pinnacle PUD, which is proposed to include 78 single-family homes and associated subdivision improvements.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2016-20	Ord. No. 2016-20.pdf
2.	Staff Report	CC_Staff Report_Pinnacle PUD_FLUMA.pdf

Robin Fenwick Created/Initiated - 09/20/2016

ORDINANCE NO. 2016-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FROM RURAL TRANSITION (0-2 UNITS/ACRES) TO SUBURBAN RESIDENTIAL (2-4 UNITS/ACRE); PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term "Comprehensive Plan", shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled "Comprehensive Plan City of Port Orange 2010-2025", including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4,2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30,

2011-24, 2011-34, 2012-8, 2012-24, 2012,30, 2013-20, 2013-25, 2014-31, 2014-32, 2015-42, 2015-44, 2016-6 and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Rural Transition to Suburban Residential for the parcel of land as described in **Exhibit "A"** and as shown on the Map depicted in **Exhibit "B"**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

_____
MAYOR 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: _____
Shannon K. Balmer, Assistant City Attorney

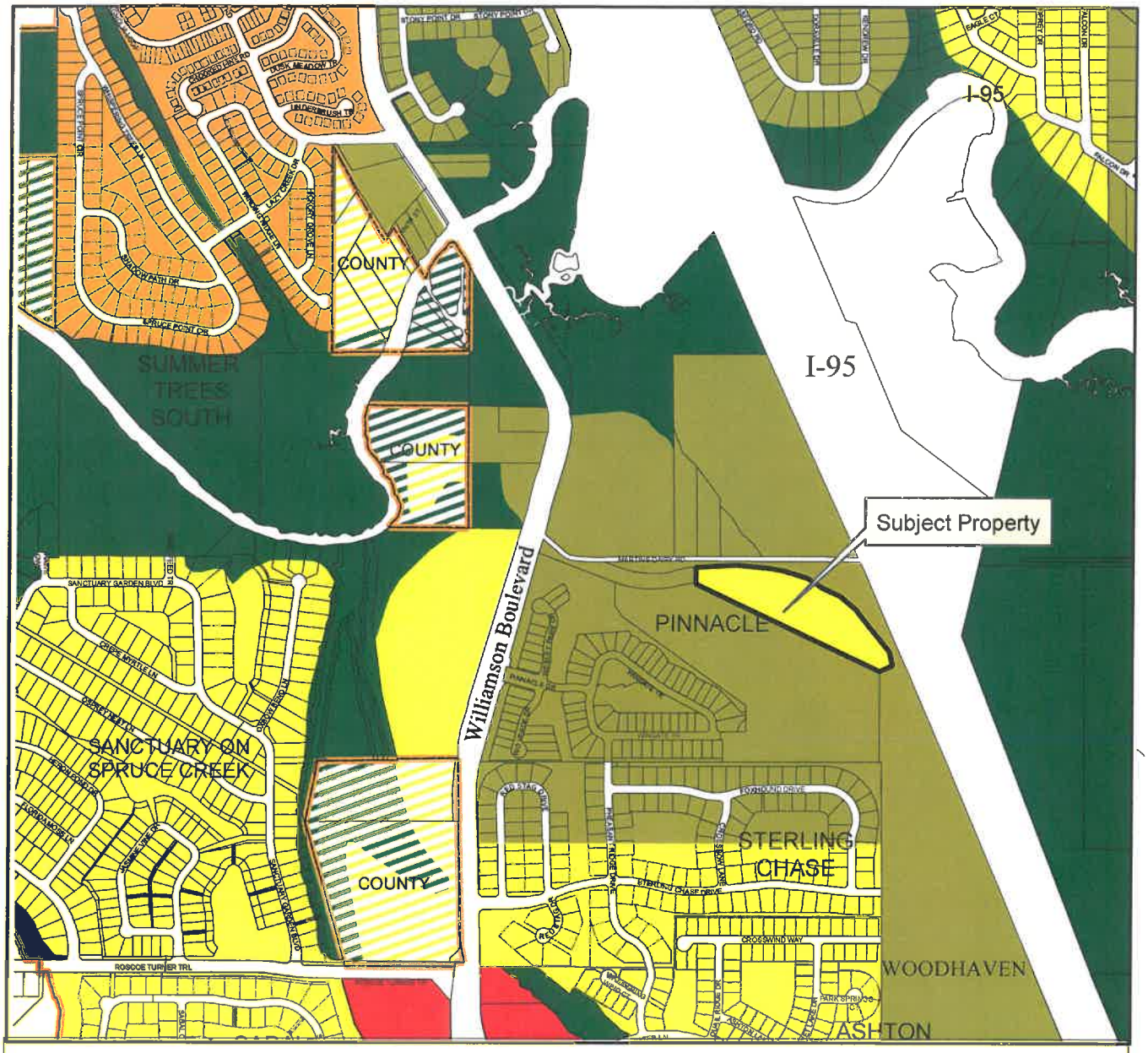
EXHIBIT A

LEGAL DESCRIPTION

ALL OF PINNACLE PHASE I, PLAT BOOK 51, PAGES 40–44, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF MARTIN ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 5379, PAGE 15, SAID PUBLIC RECORDS AND TOGETHER WITH A PORTION OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF STERLING CHASE P.U.D., PHASE II MAP BOOK 44, PAGES 120–122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE RUN N89°59'32"W ALONG THE NORTH BOUNDARY OF SAID STERLING CHASE P.U.D., PHASE II, AND ALONG THE NORTH BOUNDARY OF STERLING CHASE P.U.D., PHASE I, AS RECORDED IN MAP BOOK 44, PAGES 87 & 88, SAID PUBLIC RECORDS, 2584.03 FEET TO THE NORTHWEST CORNER OF SAID STERLING CHASE P.U.D., PHASE 1 AND THE EASTERLY RIGHT OF WAY LING OF AIRPORT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3717, PAGE 2483, SAID PUBLIC RECORDS, AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 02°05'30", AND A CHORD BEARING OF N14°12'00"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 36.51 FEET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N15°14'45"E, 1357.03 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE SOUTHERLY RIGHT OF WAY LINE OF A DEDICATED PUBLIC RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5379, PAGE 15, SAID PUBLIC RECORDS, SAID SOUTHERLY RIGHT OF WAY LINE BEING ALSO THE NORTHERLY BOUNDARY LINE OF SAID PINNACLE PHASE I AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 600.00 FEET. A CENTRAL ANGLE OF 05°44'43" AND A CHORD BEARING OF S71°52'53"E; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 60.16 FEET; THENCE S69°00'32"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 469.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 32°46'39"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 400.45 FEET; THENCE N11°47'11"W, 100.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 03°31'38" AND A CHORD BEARING OF N76°27'00"E, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 36.94 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 15°14'23"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 186.19 FEET: THENCE N89°55'35"E, 248.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1050.00 FEET AND A CENTRAL ANGLE OF 65°10'58"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 1194.54 FEET; THENCE S24°53'28"E, 34.54 FEET; THENCE S66°36'33"W, 100.03 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE ALONG SAID EAST LINE S00°25'12"E, 579.06 FEET TO THE POINT OF BEGINNING.
CONTAINING 65.762 ACRES, MORE OR LESS.

Exhibit "B"



- Conservation
- Rural Transition (0-2 Units/Acre)
- Suburban Residential (2-4 Units/Acre)
- Urban Medium Density Residential (4-8 Units/Acre)
- Urban High Density Residential (8-16 Units/Acre)
- Office/Residential Transition (Up to 10 Units/Acre)
- Commercial
- Volusia County Urban Low Indensity
- Volusia County Environmental Systems Corridor

CITY OF PORT ORANGE 1867 FLORIDA

Future Land Use Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

STAFF REPORT

Small-Scale Comprehensive Plan Future Land Use Amendment/Pinnacle PUD
CASE NO. 16-20000001

REQUEST:	Change the Comprehensive Plan Future Land Use (FLU) designation for ±9.5 acres from *Rural Transition* (0-2 units/acre) to *Suburban Residential* (2-4 units/acre).
LOCATION:	West of I-95, Pinnacle Phase I
APPLICANT:	Randy Hudak, P.E., Zev Cohen & Associates, Inc.
OWNER:	Pinnacle II, LLC
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION RECOMMENDATION:	Approval
CITY COUNCIL DATE:	September 20, 2016

INTRODUCTION

The proposed amendment is to change the Future Land Use (FLU) designation from *Rural Transition* (0-2 units/acre) to *Suburban Residential* (2-4 units/acre) for ±9.5-acres (amendment area) of the overall 65.7-acre Pinnacle Planned Unit Development (PUD) property. The ±9.5-acre amendment area is generally located east of Williamson Boulevard and west of I-95, behind Phase I of the constructed Pinnacle Subdivision. The remaining 56.2-acres are not included in the proposed FLU amendment and would retain the current *Rural Transition* FLU designation.

Figure 1. Location Map

If the proposed FLU Amendment is approved, the applicant intends to amend the Pinnacle PUD Master Development Agreement (MDA) and Conceptual Development Agreement (CDP) to increase the single-family residential unit cap for the PUD from 139 to 150. The applicant than intends to revise the subdivision layout for Phase II to add 14 additional lots to Phase II.

DISCUSSION

The following discussion will examine the proposed amendment, the impacts of the proposed amendment, and the existing environmental conditions.

PROPERTY OVERVIEW

The subject property was part of the once proposed Martin Road right-of-way. A portion of the Martin Road right-of-way was vacated by the City Council in June 2016. The Applicant intends to integrate the vacated right-of-way into the Pinnacle PUD in order to improve the layout and design of Phase 2 of the PUD.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Single-Family Residential; vacant timber land	Rural Transitional	Agriculture; Planned Unit Development (PUD)
South	Vacant – Phase 2 of Pinnacle PUD and Woodhaven PUD (future single-family)	Rural Transitional	Planned Unit Development (PUD)
East	Vacant – Woodhaven PUD; I-95	Rural Transitional	Planned Unit Development (PUD)
West	Single-family Residential – Phase 1 of Pinnacle PUD	Rural Transitional	Planned Unit Development (PUD)

The current adopted and proposed FLU designation for the subject property and the current FLU designation of the adjacent properties is identified on Exhibit A. The current zoning classification of the subject property (PUD) and the adjacent properties is identified on Exhibit B.

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±9.5 acres from *Rural Transition* (0-2 units/acre) to *Suburban Residential* (2-4 units/acre). The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and the maximum allowable density/intensity (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Rural Transition (0-2 units/acre)	9.5	0	-9.5
Suburban Residential (2-4 units/acre)	0	9.5	+9.5
Total Acreage	9.5	9.5	0

Table 3. Current & Proposed Future Land Uses – Maximum Density/Intensity by Category

	Current FLU	Proposed FLU	Net Change in FLU
	[theoretical max dwelling units (DU)]*		
Rural Transition (0-2 units/acre)	19	0	19
Suburban Residential (2-4 units/acre)	0	38	38
Total	19	38	+19

***Based upon the theoretical maximum development potential allowed by the FLU. The Applicant is actually proposing a 14 residential unit increase per the First Amendment to the Pinnacle PUD.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designation versus the proposed designation. The following seven public facilities and services were examined (Table 4):

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current Future Land Use	Proposed Future land Use	Net Change
Residential Units	19	38	+19
Population[1]	42	85	+43
P.M. Peak Hour Trips/Daily Trips[2]	19/181	39/362	+20/+181
Sanitary Sewer (gallons/day)[3]	3,040	6,080	+3,040
Potable Water (gallons/day)[4]	3,420	6,840	+3,420
Solid Waste (lbs./day)[5]	135	273	+138
Stormwater Drainage[6]	-	-	-
Recreation/Open Space[7]	0.3	0.6	+0.6

Notes:

1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: 1.02 PM peak hour trip per unit; 9.52 daily trips per unit; Single-family (210), ITE Trip Generation Manual, 9th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25 year, 24 hour event. Drainage system will be designed to meet the requirements of the Land Development Code.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

The amendment results in some increase to impacts to public infrastructure based on the theoretical maximum density increase of 19 units.

TRANSPORTATION

An increase in the number of daily trips and P.M. peak hour trips is likely as a result of the proposed FLU amendment. Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition, the proposed *Suburban Residential* FLU designation could generate an additional 20 P.M. peak hour trips and an additional 181 daily trips. Similar to other developments within the City, the developer may be required to summit a traffic study at the time subdivision plat and plans are submitted to fully assess the impacts of the proposed single-family subdivision on the surrounding roadway network and to identify any improvements that may be needed.

According to the latest traffic counts for Williamson Boulevard, there is capacity on this roadway for traffic estimated to be generated by future development of this property.

Roadway Segment	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity	Volume to Capacity Ratio
Williamson Blvd. (Taylor Rd. to Spruce Creek Bridge)	E	37,970	20,550	17,420	54.12%
Williamson Blvd. (Spruce Creek Bridge to Airport Rd.)	E	37,970	17,430	20,540	45.90%

Source: Volusia County 2015 Traffic Counts

No deficiencies have been identified on the existing and future roadway network in this area in the short term (2020) or the long-term (2030).

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed land use change. The City's adopted level-of-service (LOS) standard for sanitary sewer is 160 gallons per day per Equivalent Residential Unit (ERU). Using this standard, the proposed FLU designation would theoretically generate a net increase 3,040 gallons of waste water per day.

POTABLE WATER

The City has available well and Consumptive Use Permit (CUP) capacity to serve the proposed land use change (Exhibit C). The City's adopted LOS standard for potable water is 180 gallons per day per ERU. Using this standard, the proposed FLU designation would theoretically demand a net increase of 3,420 gallons of potable water per day.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050. The City's collection standard is 1,350 residential units per curbside collection crew, per day, a weight standard of 3.21 pounds per person per day. Using this standard, the proposed FLU designation would theoretically generate a net increase of 138 pounds per day of solid waste.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use change. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future development of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

According to the City's 2015 Concurrency Management Report, the City has an excess of 73 acres of parkland beyond the currently adopted level-of-service requirement for parkland. There is available capacity at existing park facilities to serve the additional proposed single-family homes.

SCHOOLS

The Volusia County School District determined that the adopted LOS will be met and capacity exists in the schools for the estimated students anticipated to be generated by the proposed FLU amendment (Exhibit D).

ENVIRONMENTAL CONDITIONS

There are 11.7 acres of wetlands preserved through recorded St. Johns Water Management District Conservation Easements within the Pinnacle PUD. The environmental analysis included with the application states that the once planned construction of Martin Road would have created more wetland impacts than the currently proposed development plans. The analysis also states that most likely endangered species occurrence would be gopher tortoises. Any subsequent development will be required to comply with all federal, state, regional and local regulations pertaining to the protection and preservation of valuable environmental resources.

REVIEW CRITERIA AND STAFF FINDINGS

1. *Consistency with the City's Comprehensive Plan.*

   Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU category meets the locational criteria for the *Suburban Residential* FLU designation of being located in an area between collector and arterial roads and generally located within one mile of a neighborhood or community-level commercial node. All public facilities have adequate capacity to accommodate the proposed amendment.

2. *Compatibility with land use designations for adjacent parcels and neighborhoods.*

   Staff finding: The proposed FLU amendment is compatible with the adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property (a part of the second phase of the Pinnacle PUD) is located between principal arterial roads (Williamson Boulevard and I-95) and is adjacent to the first phase of the Pinnacle PUD to the west, the proposed Woodhaven PUD to the south, and a single-family home and vacant land to the north (see Table 1 – page 2).

3. *Impacts on public facilities/infrastructure/services.*

   Staff finding: The proposed amendment is anticipated to increase impacts on roadways, potable water, sanitary sewer, solid waste, recreation, and public school facilities; however, capacity exists for the projected increases.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

   Staff finding: The subject property does not lie within the Hurricane Vulnerability Zone. The proposed amendment will not negatively impact the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

   Staff finding: The proposed amendment will not encourage sprawl. The amendment area is adjacent to existing development, a part of the next phase of an existing residential subdivision, with access to existing infrastructure.

PUBLIC INPUT:

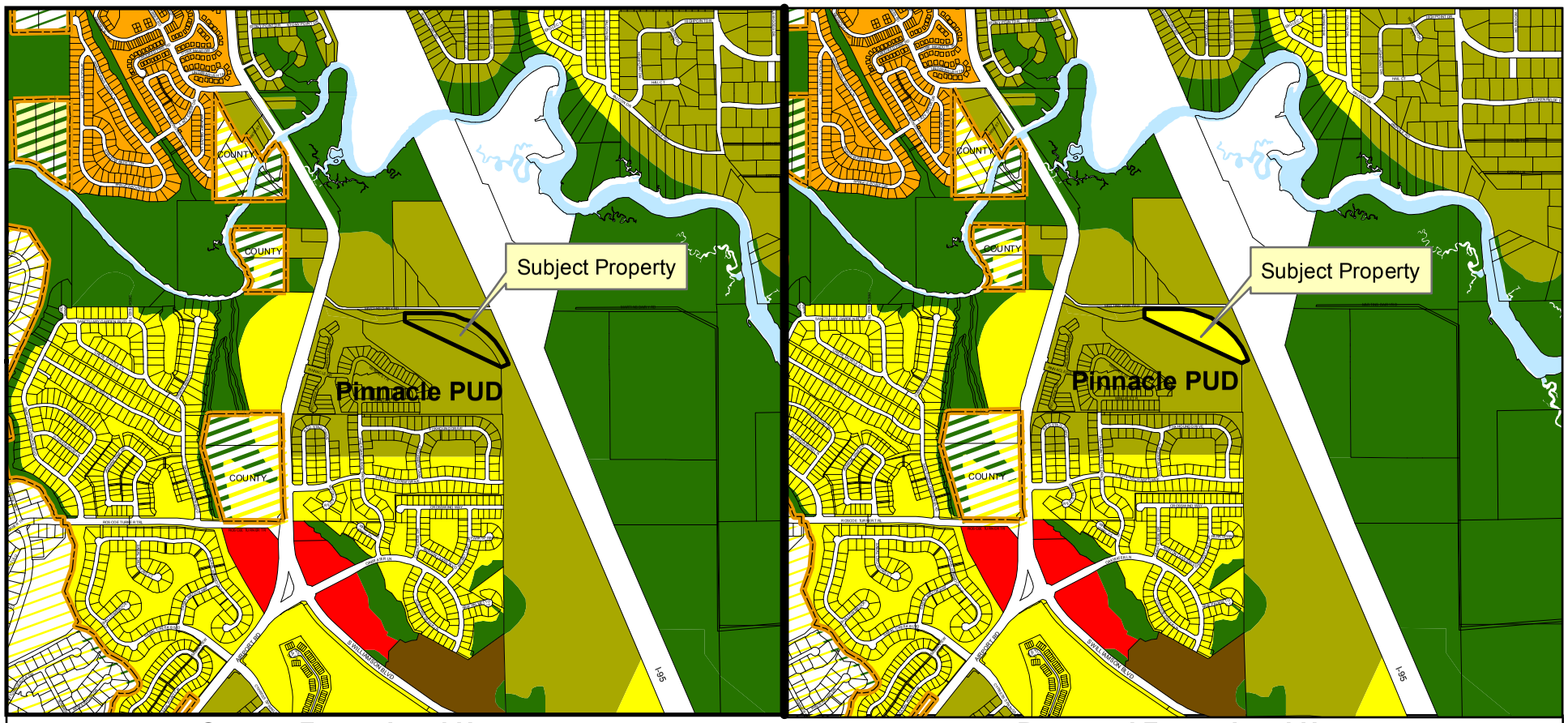
In July 2016, staff notified the adjacent neighborhood HOA (Pinnacle PUD) regarding the proposed amendment and posted the property notifying the public of the proposed amendment.

STAFF RECOMMENDATION

Staff recommends **approval** of the request to change the FLU designation of ±9.5 acres from *Rural Transition* (0-2 units/acre) to *Suburban Residential* (2-4 units/acre), and authorizing staff to send the amendment to the required review agencies.

ATTACHMENTS:

Exhibit A – Current and Proposed Future Land Use
Exhibit B – Zoning
Exhibit C – SJRWMD Potable Water Availability Worksheet
Exhibit D – School District Review Letter



Current Future Land Use | **Proposed Future Land Use**

- Conservation
- Rural Transition (0-2 Units/Acre)
- Suburban Residential (2-4 Units/Acre)
- Urban Medium Density Residential (4-8 Units/Acre)
- Urban High Density Residential (8-16 Units/Acre)
- Commercial
- Volusia County Urban Low Indensity
- Volusia County Environmental Systems Corridor

Exhibit A

Current and Proposed Future Land Use

DEPARTMENT OF COMMUNITY DEVELOPMENT

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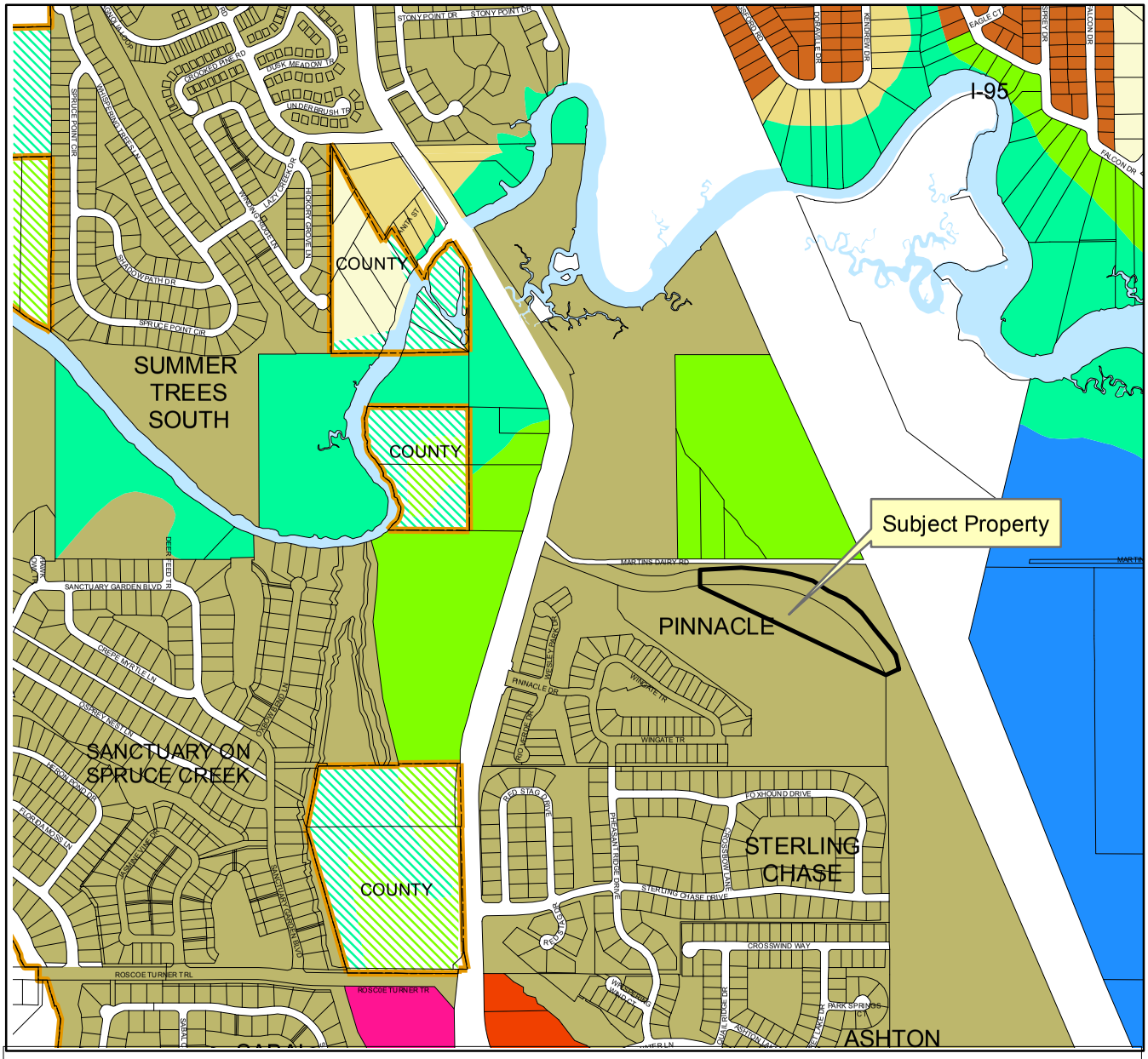


Zoning Classification

- Water Feature
- GPU Government/Public Use
- F-C Flood Plain-Conservation
- A Agriculture
- RR Rural Residential
- R-20SF Single Family Residential
- R-10SF Single Family Residential
- R-8SF Single Family Residential
- PUD Planned Unit Development
- PCD Planned Commercial Development
- CC Community Commercial
- Volusia County A-1
- Volusia County A-2
- Volusia County RC

CITY OF PORT ORANGE 1867 FLORIDA

Exhibit B - Zoning

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

St. Johns River Water Management District
Potable Water Availability Worksheet

This worksheet is for use by local governments submitting comprehensive plan amendments to determine the availability of potable water resources to serve proposed development. Instructions and St. Johns River Water Management District (SJRWMD) staff contact information are attached.

1. General Information

Date: August 2016 Case No. 16-20000001

Contact name: Penelope Cruz Phone: 386-506-5671 E-mail: pcruz@port-orange.org

Local government: City of Port Orange

Potable water supplier: City of Port Orange

2. Infrastructure Information

Water treatment plant permit number: 3641044 Permitting agency: FDEP

Permitted capacity of the water treatment plant(s): 15 million gallons a day (mgd)

Total design capacity of the water treatment plant(s): 15 mgd

Are distribution lines available to serve the property? Yes ☒ No ☐

If not, indicate how and when the lines will be provided: _____

Are reuse distribution lines available to serve the property? Yes ☒ No ☐

If not, indicate if, how and when the lines will be provided: _____

3. SJRWMD Consumptive Use Permit (CUP) Information

CUP number: 8595 Expiration date: 6/1/22

Total CUP duration (years): 20

CUP allocation in last year of permit: 8.97 MGD (annual average)

Current status of CUP: In compliance ☒ Not in compliance ☐

Allocations to other local governments: Ponce Inlet as a whole sale customer; Daytona Beach Shores & Volusia County are partially served as retail customers; No specific water usage amount has been recorded or agreed for these local goverments

Reserved capacity: 0.013 MGD (Based on a estimated 77 ELUs that are permitted but unbuilt at 180 GPD/ELU.) Total committed capacity built and unbuilt is 7.11 MGD - based on 39,509 ELUs at 180 GPD/ELU.

4. Consumptive Use Analysis

Designate mgd ☒ or mgy ☐

A. Current year CUP allocation:	8.50
B. Consumption in the previous calendar year:	5.94
C. Reserved capacity ☐ or growth projection ☒ (check the one used):	0.18
D. Projected consumption by proposed comprehensive plan amendment areas	0
E. Amount available for all other future uses (A – B – C – D = E):	2.38

If the amount in E is zero or a negative number, explain how potable water will be made available for future uses: Please note for "C" - the growth projection is based a historical growth rate of 0.15 MGD - 0.18 MGD calculated from monthly operating reports data (MORs, DEP form 17.1.122 (40)) of the City's Garnsey Water Plant.

This worksheet is available electronically at ***http://www.sjrwmd.com/programs/outreach/local_gov/***

FACILITIES SERVICES

3750 Olson Drive, Daytona Beach, Florida 32124
PHONE: 386/734-7190 FAX: 386/506-5056

School Board of Volusia County

Mrs. Linda Costello, Chairman
Mrs. Ida White, Vice-Chairman
Mrs. Linda Cuthbert
Dr. John Hill
Mrs. Melody Johnson

James T. Russell
Superintendent of Schools

27 July, 2016

Agent:
Randy Hudak
Zev Cohen & Associates, Inc.
300 Interchange Blvd. Suite C
Ormond Beach, FL 32174

RE: Amendment to the Pinnacle PUD- Phase 2
School Concurrency Case #16- 07-14-001-R

Dear Mr. Hudak:
School district staff has reviewed the amended project information for the proposed Single family residential project known as The Pinnacle Phase 2. The project was expanded to a ±33.47 acre site which is located on Williamson Boulevard within the City of Port Orange, near the corner of Williamson Boulevard and Pinnacle Drive. The information provided in the application, the most recent site plan, and the dwelling unit worksheet, indicate the development of 78 single family homes to be completed in one phase.

By utilizing the School District's student generation rate (.305) for a detached single family home at seventy eight (78) units, the project could generate twenty four (24) full time students. The table below contains the impacted school concurrency areas (CSA) and their associated capacity information. This increase in students will not increase the school capacity beyond current adopted LOS percentages.

Schools	Adopted LOS	SY15/16 Enrollment	Reserved Capacity	% of Permanent Capacity	Students Generated by Request	Effect on LOS
Cypress Creek Elementary	115%	783	64	112%	10	114%
Creekside Middle School	115%	1206	37	110%	6	110%
Halifax High School CSA	120%	7450	182	100%	7	100%
Other					1	

The Pinnacle Phase 2
27 July, 2016

Currently all impacted concurrency service areas are operating at or below the adopted level of service standards for that reason, the school district does not have an objection to the proposed site plan.

At a minimum advance planning considerations should include both pedestrian and vehicular access, safety, connectivity and buffering. The site plan indicates sidewalks connecting Pinnacle phase 2 to Pinnacle phase 1 providing for a direct route for pedestrian and bicycle access to Cypress Creek Elementary, thus aiding in the bicycle/ pedestrian connectivity of the site to the surrounding area.

Please note that the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Therefore, students generated from this project may not attend the current assigned schools.

If you should have additional questions or require more information, please feel free to contact me at extension 50810.

Sincerely,

E. A. Kozielski
27 July 2016

Eric A. Kozielski
Planning & GIS Specialist

Cc: James Russell, Superintendent of Schools
Penelope Cruz, City of Port Orange
Project File

Exhibit D

Certificate of School Concurrency

Volusia County School Board

Project Information	
Project Name	The Pinnacle phase 2
VCSB Project #	16-07-14-001-R
Jurisdiction Project#	
Parcel ID Numbers:	6329-00-00-0100
Project Location:	6100 block of Williamson Boulevard
# of residential units:	64
Residential Unit Type:	Single Family detached
Property Owners:	JPSP Investments, LLC
Applicant/Agent Name:	Zev Cohen & Associates, Inc.

School Concurrency Analysis

Schools:	Elementary	Middle	High	Other	Total Capacity Reserved
Students Generated	**10**	**6**	**7**	1	**24**

Comments:
This certificate is required to be included with the building permit submittal(s) as proof of school concurrency.

This School Concurrency Certificate shall reserve capacity for the above referenced project and shall confirm that said project meets the School Concurrency requirements of the adopted Interlocal Agreement for Public School Facility Planning.

This concurrency reservation shall expire two (2) years from the date of issuance of this certificate.

Eric K. Kozielski

Eric Kozielski
Planning and GIS Specialist

27 July 2016
Issue Date

Created: 9/2007
Owner: Facilities Services

2008-072-VCS
Print Locally

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/04/2016

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2016-21 – First Amendment to the Pinnacle Master Development Agreement and Conceptual Development Plan; Case No. 16-40000004

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance No. 2016-21, approving the First Amendment to the Pinnacle Master Development Agreement and Conceptual Development Plan, as recommended by the Planning Commission.

SUMMARY: PLANNING COMMISION ACTION: August 25, 2016, recommended approval

The Pinnacle PUD is located on the east side of Williamson Boulevard across from Cypress Creek Elementary School, west of I-95, and north of the Sterling Chase subdivision. The Applicant is requesting to modify the Pinnacle PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to expand the boundary of the Pinnacle Subdivision, raise the maximum number of single-family homes for the entire PUD from 139 to 150 (which will increase the overall density for the subdivision from 2 to 2.28 units per acre), modify the stormwater retention area, and construct a stabilized emergency access roadway along the north boundary of the PUD. If approved, the applicant intends to develop Phase II of the Pinnacle PUD, which is proposed to include 78 single-family homes and associated subdivision improvements.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2016-21	Ord. No. 2016-21.pdf
2.	Staff Report	CC_Staff Report_Pinnacle PUD MDA Amendment.pdf

Robin Fenwick Created/Initiated - 09/20/2016

ORDINANCE NO. 2016-21

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

WHEREAS, the City and Developer desire to enter into the First Amendment to the Pinnacle Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); (hereinafter referred to as the "First Amendment"); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the First Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by unanimous vote recommended approval of the proposed First Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the First Amendment.

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

Section 1. The City Council of the City of Port Orange does hereby approve the First Amendment (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said First Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

_____
MAYOR ALLEN GREEN

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of _____, 2016

Passed and adopted on second and final reading on the day of _____, 2016

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit "1"

RECEIVED
AUG 29 2016
CITY OF PORT ORANGE
Community Development

REVISED

Return Document to:

City Clerk
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32119

FIRST AMENDMENT TO THE

THE PINNACLE PLANNED UNIT DEVELOPMENT

A RESIDENTIAL PUD

MASTER DEVELOPMENT AGREEMENT

This Agreement by and between Pinnacle II, LLC, a Florida limited liability company, having an address of 794 Sanders Road, Suite 1, Port Orange, Florida 32119, a Florida corporation (hereinafter the "Developer"); Pinnacle of Port Orange Homeowners Association, Inc., a Florida corporation, having an address of 933 Beville Road, Suite 103 L, South Daytona Beach, Florida 32119 (hereinafter the "HOA"); and the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation, having an address of 1000 City Center Circle, Port Orange, Florida 32129, (hereinafter the "City"), hereby amends the Pinnacle Planned Unit Development, a residential PUD Master Development Agreement (hereinafter "MDA"), recorded at Official Records Book 5088, Page 3609, Public Records of Volusia County, Florida.

WITNESSETH:

WHEREAS, The Developer and the City previously entered into a Development Agreement to accommodate the development of the Pinnacle PUD in accordance with the terms and conditions set forth therein; and

WHEREAS, there are amendments to the City's comprehensive plan that impact the road network and future land use designation for a portion of the Pinnacle PUD; and

WHEREAS, the amendments to the City's comprehensive plan impact the Pinnacle PUD so that there are increases to the total area of the Pinnacle PUD and the density for 9.5 acre portion of the project; and

WHEREAS, the City amended its Land Development Code so that the amendment process identified in the original Development Agreement is no longer applicable;

WHEREAS, the MDA and Conceptual Development Plan for the Pinnacle needs to be amended to incorporate the changes resulting from the Martin Road right-of-way vacation; and

WHEREAS, the parties desire to amend the Development Agreement subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the forgoing premises, the parties hereto do hereby each consent and agree as follows:

1. The recitals stated above are true and correct and are incorporated herein by reference.

2. Paragraph 1, "OWNERSHIP," is hereby amended to read as follows:

   OWNERSHIP OF THE PROPERTY

   This Planned Unit Development, commonly known as "THE PINNACLE", involves approximately 65.7± acres of land which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under unified ownership of the Developer.

3. Paragraph 3, "DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN" is hereby amended to read as follows:

   Development of the Property shall be controlled by the terms and provisions of the original Master Development Agreement (the "Agreement"), this First Amendment to the Agreement and the revised Conceptual Development Plan, attached hereto as Exhibit "B", for the Property which generally depicts the revised planned layout of streets, lots, common areas and other planned features or improvements to the Property and demonstrates the lot coverage requirements available to lot owners within the PUD. Collectively, theAgreement, First

Amendment to the Master Development Agreement and the Conceptual Development Plan for the Property may be referred to as the "Plan". In the event of a conflict between the terms and provisions of the amended Master Development Agreement and the graphic illustrations of the Conceptual Development Plan, the amended Master Development Agreement shall control. If the amended Master Development Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Development Plan. Except as otherwise provided in this amended Agreement, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the requirements of the Plan shall control. If the Plan fails to address a particular subject or requirements, the requirements of the applicable City ordinance(s) in effect at the time of development plan approval shall control. The parties acknowledge that compliance with the City's Land Development Code may necessitate modification of the Conceptual Development Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Development Plan are not in conflict with the textual provisions of this Agreement and any City ordinances not superseded by this Agreement, the modifications shall be deemed "minor" and may be approved without formal amendment of this Agreement. Minor modifications shall require the City Administrative Official's written approval. If the Developer is not satisfied with the suggested resolution of any problem or the decision by the City Administrative Official categorizing the modification as minor or major, the Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

4. Paragraph 4D, "Number of Units/Density," is hereby amended to read as follows:

D. Number of Units/Density

The total number of residential units in the development shall not exceed one hundred and fifty (150) dwelling units or a gross project density of 2.28 dwelling units per acre.

5. Paragraph 4G, "Minimum Building Setbacks," is hereby amended to read as follows:

G. Minimum Building Setbacks

1. Single Family Detached Patio Homes

a.	Front	25 feet
b.	Rear	20 feet
	Rear (*adjoining wetland)*	45 feet (Lot 9-12, 19-36, 39-48, 79-95, 108-126, 137, 140-144)
c.	Side	7.5 feet
d.	Corner Side	20 feet

2. Pools and/or screen enclosures shall be permitted as follows:

a. Lots abutting wetlands (Lots 9-12, 19-36, 39-49, 79-95, 108-126, 140-144)

1. Enclosure	0 feet from upland buffer line
2. Pool	3 feet from upland buffer line

b. Lots abutting required yard of any other Lot (Lots 111-112)

1. Enclosure	5 feet from upland buffer line
2. Pool	8 feet from upland buffer line

c. All other lots:

1. Enclosure/Pool:	5 feet from rear lot lines

6. Paragraph 9, "SANITARY WASTE, STORMWATER, POTABLE WATER, AND RECLAIMED WATER," is hereby amended to read as follows:

9. SANITARY WASTE, STORMWATER, POTABLE WATER, AND RECLAIMED WATER

The City will supply water, sewer, and reclaimed water to the project. It is anticipated that the developer will extend water, sewer, and reclaimed water lines to serve

the PUD property in the development authorized herein. The City has the right to interrupt reclaimed service due to maintenance of the system and to ensure sufficient capacity and flow to all customers. Stormwater shall be retained as generally depicted on the Conceptual Development Plan. The Developer shall comply with the City's Land Development Code and the rules and regulations of the St. Johns River Water Management District concerning stormwater drainage.

7. Paragraph 10, "ROADS, SIDEWALKS," is hereby amended to read as follows:

10. ROADS, SIDEWALKS

Roads and sidewalks within the Development shall be private and shall be constructed to City standards and maintained by the HOA. Access to the site shall be provided via a gated entry driveway "Pinnacle Boulevard", located in Phase 1 with access to Williamson Boulevard; and via a gated driveway in Phase II connecting the future "Martin Road" which will extend from Airport Road adjacent to the Northern boundary of the Property as shown on the Conceptual Development Plan. As part of Phase II or any sub-phase thereof, the Developer shall provide for an emergency access easement through the portion of that certain 100 foot right of way, dedicated to the City of Port Orange, FL in a Deed of Dedication as recorded in Official Records Book 5379, Page 15 of the Public Records of Volusia County, Florida, said portion having been vacated and abandoned by Resolution No. 16-33 as illustrated by the Conceptual Development Plan, in accordance with City standards. Access for the property owners north and adjacent to the existing 50 foot right of way, dedicated to the City of Port Orange, FL in a Deed of Dedication as recorded in Official Records Book 2437, Page 0141 of the Public Records of Volusia County shall be maintained before, during and after construction of each phase of the Pinnacle PUD subdivision. The Developer shall construct a roadway connection from that certain 100 foot right of way, dedicated to the City of Port Orange, FL in a Deed of Dedication as recorded in Official Records Book 5379, Page 15 of the Public Records of Volusia County, Florida to the existing 50 foot right of way, dedicated to the City of Port Orange, FL in a Deed of Dedication as

recorded in Official Records Book 2437, Page 0141 of the Public Records of Volusia County, Florida, design of which shall be approved by the City. Developer shall install either a minimum four (4') foot wide sidewalk on both sides of the roadways within the development or an eight (8') foot wide sidewalk/bike path on one side of the roadway. The roads, sidewalks and other improvements located in the easements and drives shall be maintained by the HOA. Developer shall install a single, eight (8') foot wide bikepath within the right-of-way of Williamson Blvd. where the PUD Property abuts Williamson Blvd. , as part of Phase I. All roads, bike paths and sidewalks will be built to City standards. The Developer will be responsible for providing improvements to Williamson Blvd. as needed to meet concurrency requirements.

8. Paragraph 16, "EXPIRATION," is hereby amended to read as follows:

16. EXPIRATION

Development of the second phase of the Pinnacle PUD shall commence within two (2) years from the date of execution of this Agreement and completed within ten (10) years from the date of execution. Failure to comply with the schedule set out above shall cause this Agreement to lapse unless the schedule is modified by mutual agreement of the Development, Developer and the City. Development shall be defined by the LDC.

9. Paragraph 18, 'AMENDMENTS," is hereby amended to read as follows:

18. AMENDMENTS

Amendments to this Agreement and Conceptual Development Plan shall comply with the requirements established in Chapter 3, Article 1 and Chapter 17, Section 17 of the City of Port Orange Land Development Code and shall not be effective unless in writing and signed on behalf of the City and all record title property owners of the for which the amendment is to be applied.

10. This First Amendment shall be effective upon recording in the public records of Volusia County, Florida.

11. All the provisions of the Original MDA shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this First Amendment. The Original MDA shall survive the execution of this First Amendment.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals as of the respective dates set forth herein below.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

_____
Name:_____

By:_____
Allen Green, Mayor

_____
Name:_____

Date: _____

_____
Name:_____

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

_____
Name:_____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Allen Green, as Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Robin L. Fenwick, as City Clerk of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that she is duly authorized to execute the foregoing agreement on behalf of the city. She is personally known to me.

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

Witness 1 Signature

Ken Carter
Print Name of Witness 1

Witness 2 Signature

Nichole Riley
Print Name of Witness 2

Pinnacle II, LLC,
a Florida limited liability company

By: _____
James Paytas, Managing Member

Date: 8-26-16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26 day of 8, 2016, by James Paytas Jr, as manager of Pinnacle II, LLC, a Florida limited liability company, on behalf of the company. Who has acknowledged that he is duly authorized to execute the foregoing agreement on behalf of the Pinnacle II, LLC. He is personally known to me or has produced _____ as identification and did not take an oath.

LISA G. WHITE
Commission # FF 975331
Expires July 25, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

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

Pinnacle of Port Orange
Home Owners' Association, Inc.,
a Florida corporation

Witness 1 Signature

By: _____
By: James Paytas, President

Ken Carter
Print Name of Witness 1

Date: 8-26-16

Witness 2 Signature

Nichole Riley
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26 day of 8, 2016, by James Paytas Sr, as Manager of Pinnacle of Port Orange Home Owners' Association, Inc., a Florida corporation, on behalf of the corporation. Who acknowledged that he is ~~duly authorized to~~ execute the foregoing agreement on behalf of the the Pinnacle II, LLC. He is ~~personally known~~ to me or has produced _____ as identification and did ~~not take~~ an oath.

LISA G. WHITE
Commission # FF 975331
Expires July 25, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

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

EXHIBIT A

LEGAL DESCRIPTION

ALL OF PINNACLE PHASE I, PLAT BOOK 51, PAGES 40–44, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF MARTIN ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 5379, PAGE 15, SAID PUBLIC RECORDS AND TOGETHER WITH A PORTION OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF STERLING CHASE P.U.D., PHASE II MAP BOOK 44, PAGES 120–122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE RUN N89°59'32"W ALONG THE NORTH BOUNDARY OF SAID STERLING CHASE P.U.D., PHASE II, AND ALONG THE NORTH BOUNDARY OF STERLING CHASE P.U.D., PHASE I, AS RECORDED IN MAP BOOK 44, PAGES 87 & 88, SAID PUBLIC RECORDS, 2584.03 FEET TO THE NORTHWEST CORNER OF SAID STERLING CHASE P.U.D., PHASE 1 AND THE EASTERLY RIGHT OF WAY LING OF AIRPORT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3717, PAGE 2483, SAID PUBLIC RECORDS, AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 02°05'30", AND A CHORD BEARING OF N14°12'00"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 36.51 FEET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N15°14'45"E, 1357.03 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE SOUTHERLY RIGHT OF WAY LINE OF A DEDICATED PUBLIC RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5379, PAGE 15, SAID PUBLIC RECORDS, SAID SOUTHERLY RIGHT OF WAY LINE BEING ALSO THE NORTHERLY BOUNDARY LINE OF SAID PINNACLE PHASE I AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 600.00 FEET. A CENTRAL ANGLE OF 05°44'43" AND A CHORD BEARING OF S71°52'53"E; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 60.16 FEET; THENCE S69°00'32"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 469.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 32°46'39"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 400.45 FEET; THENCE N11°47'11"W, 100.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 03°31'38" AND A CHORD BEARING OF N76°27'00"E, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 36.94 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 15°14'23"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 186.19 FEET: THENCE N89°55'35"E, 248.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1050.00 FEET AND A CENTRAL ANGLE OF 65°10'58"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 1194.54 FEET; THENCE S24°53'28"E, 34.54 FEET; THENCE S66°36'33"W, 100.03 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE ALONG SAID EAST LINE S00°25'12"E, 579.06 FEET TO THE POINT OF BEGINNING.
CONTAINING 65.762 ACRES, MORE OR LESS.

EXHIBIT "B"

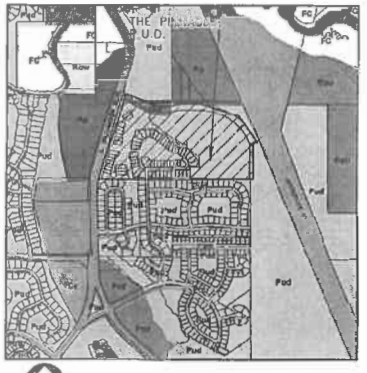
CONCEPTUAL DEVELOPMENT PLAN

INTENTIONALLY LEFT BLANK

THE PINNACLE
C.D.P.

A PLANNED RESIDENTIAL COMMUNITY

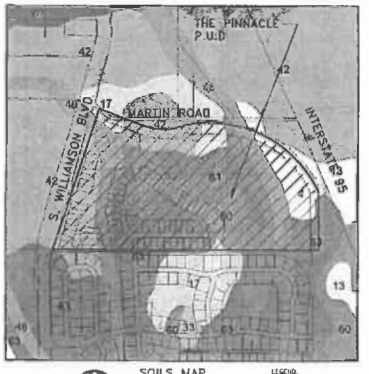
CITY OF PORT ORANGE VOLUSIA COUNTY, FLORIDA



VICINITY MAP
SCALE: 1"=2000'

ZONING LEGEND
A AGRICULTURE
PUD PLANNED UNIT DEVELOPMENT

SCALE : 1" = 1000'

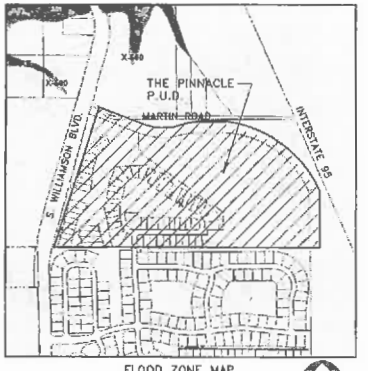


SOILS MAP
SCALE: 1"=500'

LEGEND

KEY	SOIL NAME	HYDROLOGIC GROUP
4	ASTATULA FINE SAND	A
33	CASSIA FINE SAND	B/C
17	DAYTONA SAND	B
42	PAOLA FINE SAND	A
46	PLACID FINE SAND	A/D
60	SANFORD FINE SAND	A/D
63	TAVARES FINE SAND	A

SCALE : 1" = 500'



FLOOD ZONE MAP
SCALE: 1"=500'

LEGEND
FLOOD ZONE AE
(BASE FLOOD ELEVATIONS DETERMINED)

FLOOD ZONE X
(AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN)

SCALE : 1" = 500'

RECEIVED
AUG 29 2016
CITY OF PORT ORANGE
Community Development

REVISED

LEGAL DESCRIPTION:

ALL OF PINNACLE PHASE I, MAP BOOK 54, PAGES 40-44, INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF MARTIN ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 5379, PAGE 15, SAID PUBLIC RECORDS AND TOGETHER WITH A PORTION OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF STERLING CHASE P.U.D., PHASE II PLAT BOOK 44, PAGES 120-122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE RUN N89°58'32"W ALONG THE NORTH BOUNDARY OF SAID STERLING CHASE P.U.D., PHASE II, AND ALONG THE NORTH BOUNDARY OF STERLING CHASE P.U.D., PHASE I, AS RECORDED IN PLAT BOOK 44, PAGES 87 & 88, SAID PUBLIC RECORDS, 2584.03 FEET TO THE NORTHWEST CORNER OF SAID STERLING CHASE P.U.D., PHASE I AND THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3717, PAGE 2483, SAID PUBLIC RECORDS, AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 02°05'39", AND A CHORD BEARING OF N14°13'30"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 36.51 FEET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N15°14'45"E, 1357.03 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE SOUTHERLY RIGHT OF WAY LINE OF A DEDICATED PUBLIC RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5379, PAGE 15, SAID PUBLIC RECORDS, SAID SOUTHERLY RIGHT OF WAY LINE BEING ALSO THE NORTHERLY BOUNDARY LINE OF SAID PINNACLE PHASE I AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 05°44'43" AND A CHORD BEARING OF S71°23'53"E; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 80.16 FEET; THENCE S89°00'32"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 469.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 32°46'39", THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 400.45 FEET; THENCE N11°47'11"W, 100.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 03°31'38" AND A CHORD BEARING OF N78°27'00"E, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 36.94 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 15°14'23"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 186.19 FEET; THENCE N69°55'25"E, 248.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1050.00 FEET AND A CENTRAL ANGLE OF 65°10'58"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 1194.54 FEET; THENCE S24°35'28"E, 34.54 FEET; THENCE S88°36'35"W, 100.03 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE ALONG SAID EAST LINE S00°25'13"E, 579.06 FEET TO THE POINT OF BEGINNING CONTAINING 65.762 ACRES, MORE OR LESS.

GENERAL NOTES

1.) TOTAL AREA OF THE PINNACLE P.U.D. IS 65.7 ACRES.

2.) NO PRINCIPAL BUILDING SHALL BE LOCATED CLOSER THAN TWENTY-FIVE (25) FEET TO THE BOUNDARY OF THE P.U.D.

3.) THE TOTAL NUMBER OF UNITS WITHIN THIS P.U.D. IS 150 UNITS. DENSITY = 2.28 UNITS/ACRE

4.) MINIMUM LOT SIZE:
SINGLE FAMILY DETACHED = 5000 S.F.

5.) AVERAGE LOT SIZE:
SINGLE FAMILY DETACHED = 55' X 120' (6,600 S.F.)

6.) MAXIMUM BUILDING HEIGHT IS 35 FEET

7.) FLOOD ZONE: THE SITE IS CURRENTLY CLASSIFIED BY FEMA AS "FLOOD ZONE X" (AREA OUTSIDE OF 500 YEAR FLOODPLAIN) PANEL # 12013 0509 H (MAP REVISED FEBRUARY 19, 2014)

8.) COMPLIANCE WITH THE ENVIRONMENTAL PRESERVATION CODE MAY NECESSITATE THE MODIFICATION OF THIS CONCEPTUAL DEVELOPMENT PLAN

9.) ZONING: PLANNED UNIT DEVELOPMENT (PUD)

10.) OPEN SPACE AREA = 41.72 AC. (63%)
(CONSISTING OF COMMON OPEN SPACE (13.61 AC.), LOT OPEN SPACE (8.26 AC.), ROW GREEN AREA (4.15 AC.), AND OTHER OPEN SPACE (15.7)

1.) WETLAND IMPACTS ARE TO BE MITIGATED BY COMBINATION OF ON-SITE WETLAND CONSERVATION, ON-SITE UPLAND CONSERVATION

2.) TAX PARCEL NUMBER: 6329-00-00-0040 (PART)

3.) COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN.

DEVELOPMENT TEAM

1.) DEVELOPER/OWNER: PINNACLE II, LLC
3008 S. PENINSULA DR.
DAYTONA BEACH SHORES, FL 32118
(386) 756-0439
(386) 761-8658 (FAX)
CONTACT: JIM PAYTAS

2.) ENGINEER/ ENVIRONMENTAL/ LANDSCAPE ARCHITECT: ZEV COHEN & ASSOCIATES, INC
300 INTERCHANGE BLVD
ORMOND BEACH, FL 32174
(386) 677-2482
(386) 677-2505 (FAX)
CONTACT: RANDY HUDAK, P.E
DANNY YOUNG

3.) SURVEYOR: SLIGER & ASSOCIATES, INC.
3921 S. NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
CONTACT: JOE ZAPERT, PLS

4.) GEOTECHNICAL: UNIVERSAL ENGINEERING SCIENCES
SOUTH DAYTONA, FL 32119
911 BEVILLE ROAD
(386) 756-1105
CONTACT: BRIAN POHL, P.E.

SHEET INDEX:

1. COVER SHEET
2. C.D.P. OPEN SPACE EXHIBIT
3. C.D.P. CONCEPTUAL DEV. PLAN

REVISED PER CITY COMMENTS DATED 08/26/16
REVISED PER CITY COMMENTS DATED 06/28/16

THE PINNACLE
C.D.P.
COVER SHEET

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

ZEV COHEN & ASSOCIATES, INC
300 Interchange Blvd. Ste. C
Ormond Beach, Florida 32174
(386) 677-2482 Fax 677-2505
ENGINEERS · PLANNERS · LANDSCAPE ARCHITECTS
CERTIFICATE OF AUTHORIZATION NO. 5711
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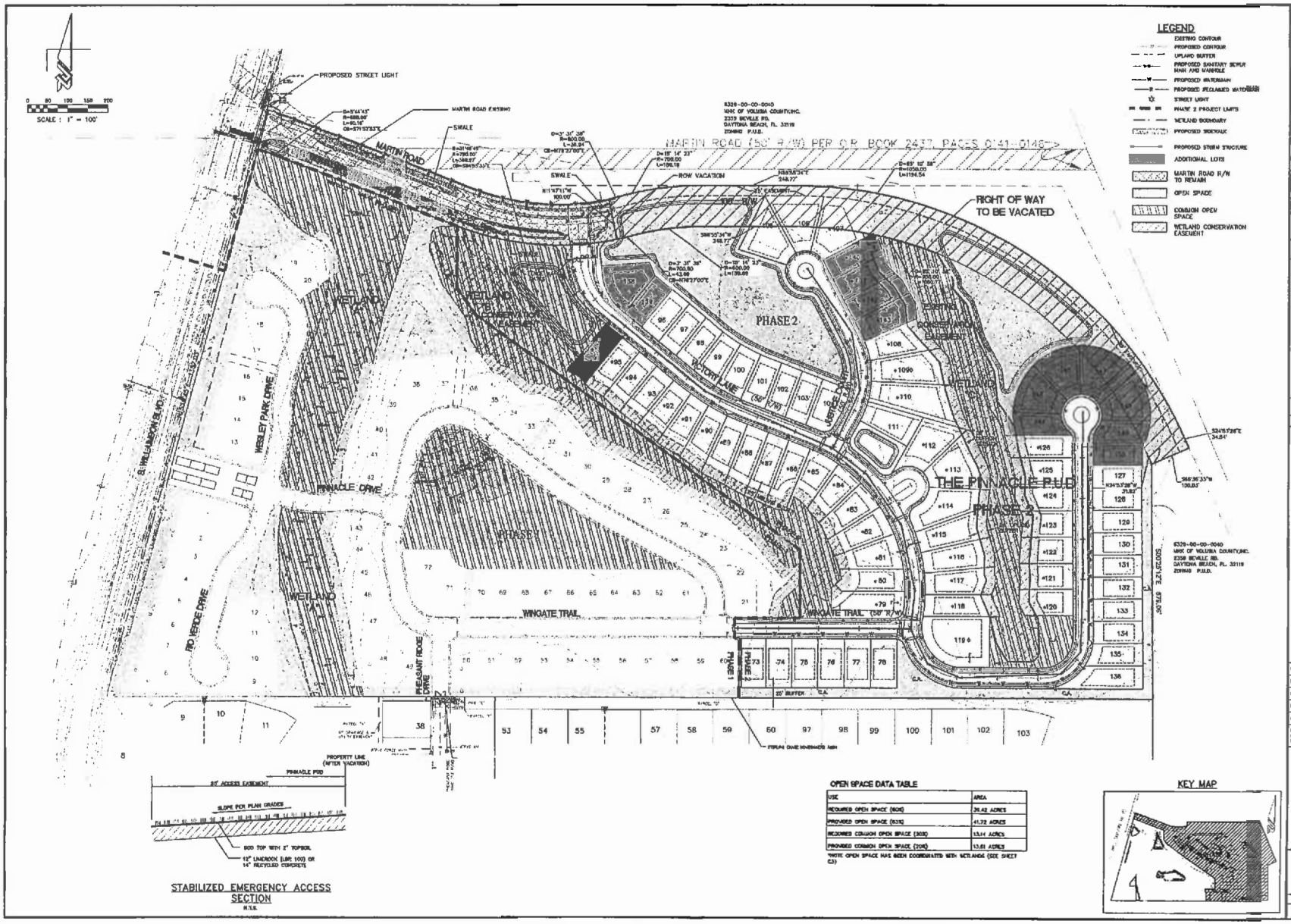
PROJECT NO. 0109.010	DATE PREPARED 5-18-15		DRAWING NO.
DESIGNED BY RWH	DRAWN BY RHL	CHECKED BY RWH	15-2
SCALE AS NOTED	SHEET 1 OF 3		FILE LOCATION



OPEN SPACE DATA TABLE

USE	AREA
REQUIRED OPEN SPACE (60%)	34.42 ACRES
PROVIDED OPEN SPACE (63%)	41.72 ACRES
REQUIRED COMMON OPEN SPACE (30%)	13.11 ACRES
PROVIDED COMMON OPEN SPACE (20%)	13.61 ACRES

*NOTE: OPEN SPACE HAS BEEN COORDINATED WITH WETLANDS (SEE SHEET C3)

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PLANNERS · TRANSPORTATION ENGINEERS
WWW.ZEVCOHEN.COM

ORMOND BEACH
ST. AUGUSTINE
EDGEWATER

NO.	DATE	REVISIONS	BY
1	07/07/05	REVISED PER COUNTY COMMENTS	
2	07/07/05	REVISED PER COUNTY COMMENTS	
3	07/07/05	REVISED PER COUNTY COMMENTS	
4	07/07/05	REVISED PER COUNTY COMMENTS	
5	07/07/05	REVISED PER COUNTY COMMENTS	
6	07/07/05	REVISED PER COUNTY COMMENTS	

THE PINNACLE

C.D.P. OPEN SPACE

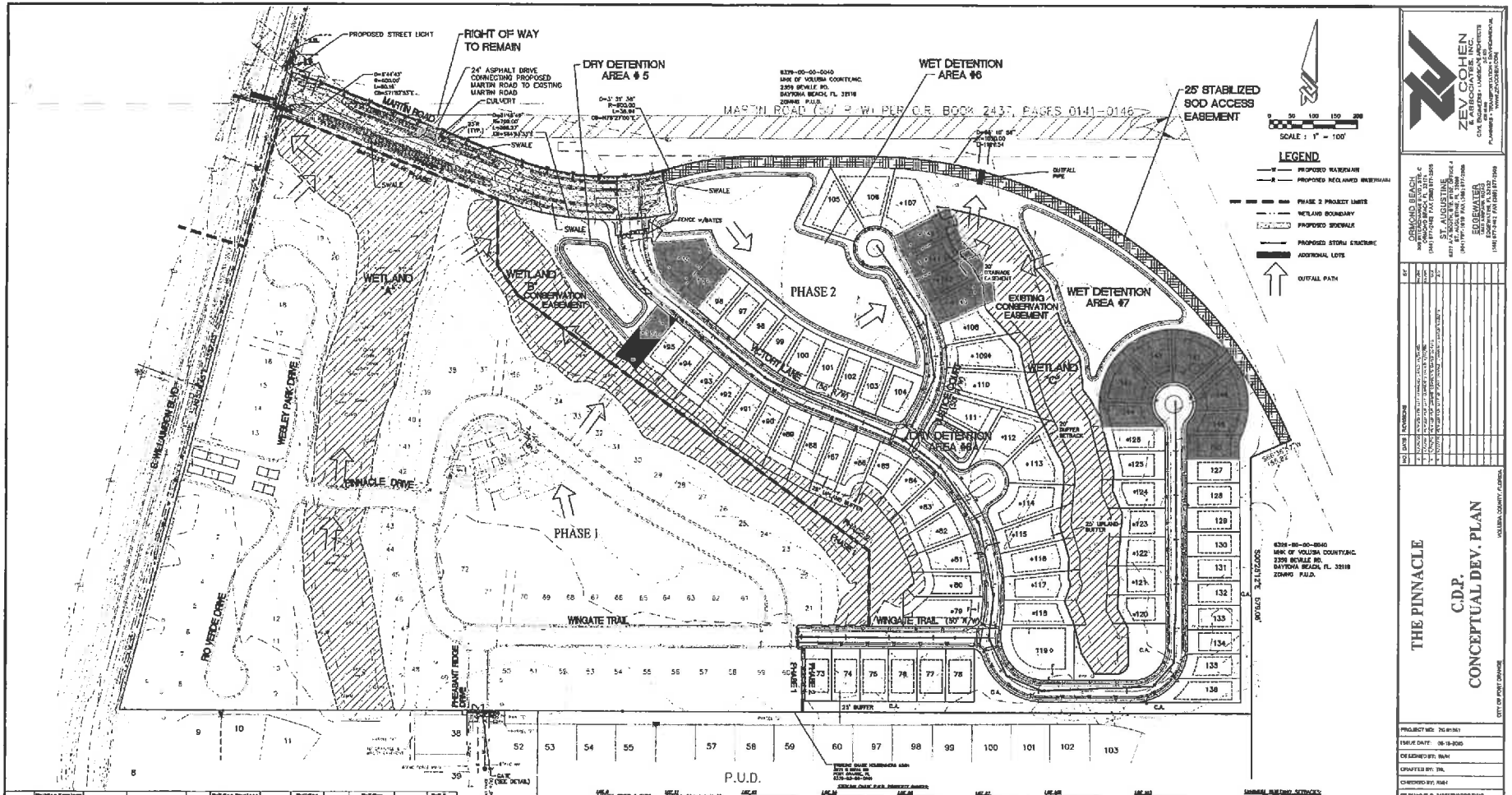
CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC-01051
ISSUE DATE: 06-16-2005
DESIGNED BY: RMH
DRAFTED BY: TAL
CHECKED BY: RMH

NOT VALID WITHOUT SEAL
RANDY H. HEAK, P.E. NO. 46042

SCALE: 1"=100'

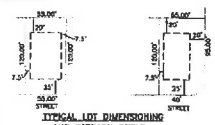
SHEET C2 OF 3



Lot	Building Envelope (Based on Setbacks)	Total Lot Area	Building Coverage (%)	Lot	Building Envelope (Based on Setbacks)	Total Lot Area	Building Coverage (%)	Lot	Building Envelope (Based on Setbacks)	Total Lot Area	Building Coverage (%)
73	3,750	7,800	49%	99	3,538	7,185	49%	136	2,779	6,556	42%
74	3,750	7,800	49%	100	3,418	7,073	49%	137	6,210	20,004	44%
75	3,750	7,800	48%	101	3,348	7,169	47%	137	3,273	7,713	42%
76	3,750	7,800	48%	102	3,000	6,800	45%	138	3,000	8,800	45%
77	3,750	7,800	48%	103	3,000	6,800	45%	139	3,000	8,800	45%
78	3,750	7,800	48%	104	3,064	6,498	47%	140	3,000	8,800	45%
79	4,854	11,138	41%	105	3,739	10,173	52%	141	3,000	8,800	45%
80	3,481	8,915	39%	106	7,248	13,462	54%	142	3,000	8,800	45%
81	4,513	9,750	45%	107	5,886	10,723	41%	143	3,000	8,800	45%
82	3,943	8,211	49%	108	3,813	10,438	36%	144	3,000	8,800	45%
83	3,974	6,624	41%	109	6,649	16,578	47%	145	2,273	7,849	46%
84	3,167	6,142	39%	110	6,446	12,336	49%	146	4,564	9,267	49%
85	2,883	8,487	34%	111	4,339	8,864	49%	147	2,899	7,869	38%
86	3,152	9,261	33%	112	5,974	11,398	37%	148	4,382	10,907	41%
87	3,686	8,173	45%	113	6,254	11,438	41%	149	3,000	8,800	45%
88	2,846	6,877	41%	114	6,241	12,111	49%	150	2,730	7,680	35%
89	1,972	6,246	49%	115	5,641	11,434	44%	151	2,883	7,544	38%
90	3,607	8,846	38%	116	5,070	11,253	43%	152	3,177	8,248	38%
91	3,348	8,811	38%	117	4,615	10,640	43%	153	3,523	8,082	36%
92	3,028	8,250	37%	118	4,120	9,378	43%	154	3,984	8,988	44%
93	2,951	7,948	37%	119	10,173	18,835	54%	155	5,181	9,588	54%
94	2,884	7,852	37%	120	3,950	8,128	35%	156	3,182	8,671	38%
95	3,005	7,984	38%	121	3,164	8,402	38%	157	3,549	10,494	33%
96	3,769	8,832	43%	122	3,836	8,511	39%	158	5,228	9,630	54%
97	3,589	8,600	42%	123	3,755	8,191	46%	159	3,263	7,098	46%
98	3,581	8,781	41%	124	3,445	8,126	38%	160	2,013	6,085	33%

SETBACK NOTES:

1. MAXIMUM YARD POOL AND ENCLOSURE SETBACKS ARE AS FOLLOWS:
   - LOTS 73-76, 88-105, 104-106, 127-136: SWIMMING POOLS AND SCREENED POOL ENCLOSURES – 5' FROM REAR PROPERTY LINE;
   - LOTS 79-80, 106-126: SCREENED POOL ENCLOSURE – 0' FROM UPLAND BUFFER; SWIMMING POOL – 3' FROM UPLAND BUFFER.
   - LOTS 146-153, 155: SCREENED POOL ENCLOSURE – 5' FROM REAR PROPERTY LINE; SWIMMING POOL – 10' FROM REAR/SIDE PROPERTY LINES.
2. SIDE YARD ACCESSORY STRUCTURES SHALL BE STAGGERED (OFFSET) BETWEEN TWO ADJACENT LOTS A MINIMUM OF 10' MEASURED PARALLEL WITH THE COMMON LOT LINE.
3. A 25 FOOT REAR YARD SETBACK IS REQUIRED FOR LOTS ADJOINING WETLANDS. THIS SETBACK IS COMPRISED OF A 20' UPLAND BUFFER PLUS A 30' SETBACK FROM THE UPLAND BUFFER. (APPLICABLE LOTS ARE HIGHLIGHTED WITH AN ASTERISK (*)).

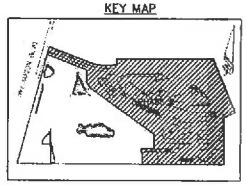


TYPICAL LOT DIMENSIONING AND SETBACK DETAIL
SCALE
NOTE:
SEE NOTE #1 REGARDING THE ADDITIONAL LOT RESTRICTIONS ON LOTS 11 AND 120

NOTES:

1. THE MAXIMUM BUILDING COVERAGE PER LOT IS NOT TO EXCEED 60% OF THE TOTAL LOT AREA. THE BUILDER WHO DESIGNS THE BUILDING SIZE IS TO ENSURE THAT THIS LOT COVERAGE DOES NOT EXCEED 60% (*).
2. CORNER LOTS ARE REQUIRED TO BE 10% WIDER THAN THE MINIMUM WIDTH FOR NON-CORNER LOTS. EACH BUILDING SHALL BE POSITIONED SO THAT THE "FRONT" MAINTAINS THE ABOVE MENTIONED STANDARD.
3. C.A. (COMMON AREA) AS REFERRED IN MDM SECTION 1A.
4. CUL-DE-SACS TO BE CONSTRUCTED TO SAME STANDARDS AS PHASE I, WHICH HAS BEEN PREVIOUSLY APPROVED BY THE CITY AND CONSTRUCTED.
5. PINNACLE PUD PHASE 2 HAS AN EXISTING STORMWATER PERMIT, NO. 40-127-90089-4, DATED AUGUST 3, 2010; COMPLIANCE TO ALL CONDITIONS MUST BE MET.
6. EMERGENCY ACCESS ROAD MUST BE A MINIMUM 20FEET WIDE FOR FIRE TRUCK AND MINIMUM 13.5 FEET VERTICAL CLEARANCE PER NFPA 1, CHAPTER 18 SECTION 18.2.3.4.1.1 AND 18.2.3.4.1.2.
7. EASEMENTS SHALL BE PROVIDED OVER ALL RETENTION AREAS AND PIPES AS REQUIRED BY THE PORT ORANGE LDC.

KEY MAP



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ST. AUGUSTINE
6221 A1A SOUTH, SUITE 4
ST. AUGUSTINE, FL 32080
(904) 824-8020 FAX (904) 824-0886

EDGEWATER
1000 HAMPTON ROAD
EDGEWATER, FL 32132
(386) 427-2442 FAX (386) 427-2508

NO.	DATE	REVISIONS	BY
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109	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
110	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
111	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
112	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
113	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
114	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
115	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
116	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
117	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
118	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
119	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
120	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
121	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
122	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
123	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
124	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
125	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
126	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
127	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
128	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
129	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
130	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
131	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
132	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
133	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
134	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
135	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM
136	11/12/09	PER CITY COMMENTS, DATED 10/30/09	RWM

THE PINNACLE
C.D.P.
CONCEPTUAL DEV. PLAN

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: 70.01.001
ISSUE DATE: 06-18-2010
DESIGNED BY: RWM
DRAFTED BY: TRL
CHECKED BY: RWM
DRAWING FILE: 2400PROCDP.DWG
SHEET: 0100CIVIL for MARK DWG
PAGE:

NOT VALID WITHOUT SEAL
RANDY M. HUDDY, P.E. No. 56362

SCALE: 1"=100'
SHEET C3 OF 3

STAFF REPORT
First Amendment to the Pinnacle PUD Master Devlopment Agreement and Conceptual Development Plan
CASE NO. 16-40000004

REQUEST:	To approve the First Amendment to the Pinnacle PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP)
APPLICANT:	Randy Hudak, P.E., Zev Cohen & Associates, Inc.
PROPERTY OWNER:	Pinnacle II, LLC
LOCATION:	East of Williamson Blvd., West of I-95 (see Figure 1)
STAFF CONTACT:	Penelope Cruz, Principal Planner (386) 506-5671
STAFF RECOMMENDATION:	**Approval**
PLANNING COMMISSION RECOMMENDATION:	**Approval**
CITY COUNCIL DATE:	September 20, 2016

INTRODUCTION

The applicant proposes to modify the Pinnacle PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to expand the boundary of the Pinnacle Subdivision, add 14 lots for single-family homes, modify the stormwater retention area, and construct a stabilized emergency access roadway along the north boundary of the PUD. If approved, the applicant intends to develop Phase II of the Pinnacle PUD, which consists of 78 single-family homes and associated subdivision improvements.

The Pinnacle PUD is located on the east side of Williamson Boulevard across from Cypress Creek Elementary School, west of I-95, and north of the Sterling Chase subdivision (Figure 1 - Location Map).

Figure 1. Location Map

CONSISTENCY WITH COMPREHENSIVE PLAN

The applicant has applied to change the Future Land Use (FLU) designation of ±9.5 acres of the overall 65.7-acre PUD property from *Rural Transition* (0-2 units/acre) to *Suburban Residential* (2-4 units/acre). The proposed amendment to the MDA and CDP is consistent with the type of land use and intensity allowed by the City of Port Orange FLU designations proposed for the property.

General infrastructure capacity for the proposed FLU amendment of the ±9.5 acres was evaluated with the FLU amendment (Case No. 16-20000001). A detailed review of water, sewer, reclaimed water, stormwater, and traffic for Phase II of the Pinnacle PUD (the PUD amendment area) was evaluated in 2008 with the original Phase II subdivision plat and plans, again in 2009, 2012, and 2014 with the Development Order extensions for the plat and plans, and in 2015 with the Development Order Modification for the plat and plans. It will also be re-evaluated when the updated subdivision plat and plans for Pinnacle Phase II are submitted.

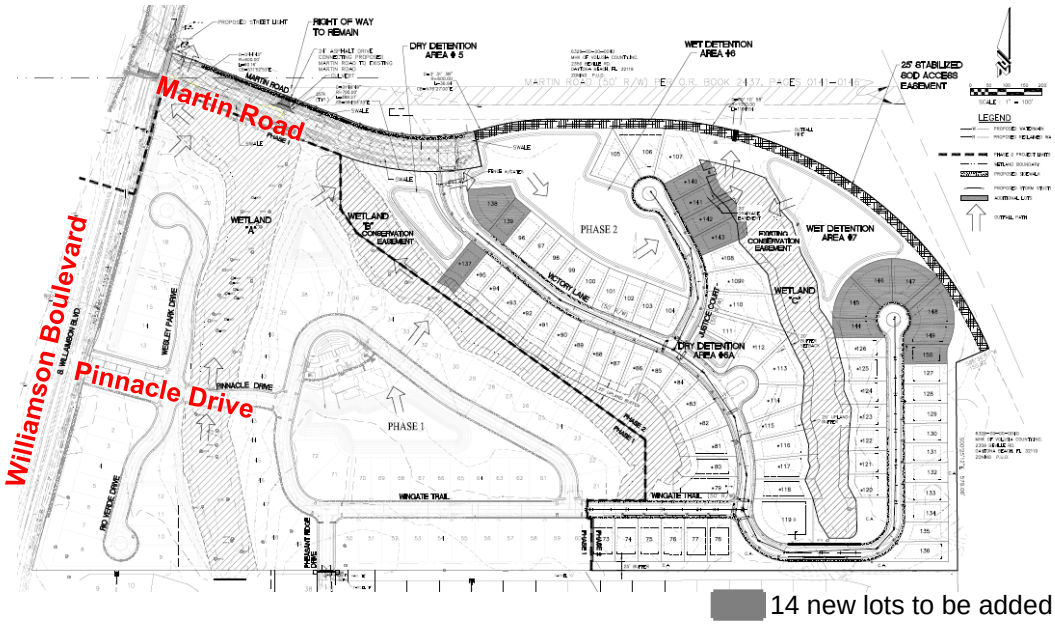
DEVELOPMENT PROPOSAL

If approved, the First Amendment to the Pinnacle PUD MDA and CDP will provide the regulatory framework for the development of Phase II of the Pinnacle PUD. The MDA is being amended to expand the boundary of the Pinnacle Subdivision and raise the maximum number of single-family homes for the entire PUD from 139 to 150. If the amendment is approved, the overall density for the subdivision will increase from 2 to 2.28 units per acre. The following discussion will focus on the significant aspects of the MDA and CDP.

General Layout

The Conceptual Development Plan (CDP) for this amendment shows the general lot layout for Phase II (Figure 2 and Exhibit B of the MDA). The proposed changes include 14 additional single-family home lots, modification of the stormwater retention areas, and construction of a stabilized emergency access roadway along the north boundary of the PUD. The general lot layout and subdivision improvements associated with this amendment will comply with the requirements of the Land Development Code (LDC) and the MDA.

Figure 2. Pinnacle PUD CDP



Roadway, Sidewalk, and Access

Roads and sidewalks within the Development will be private, constructed to City standards, and maintained by the HOA. Access to the site will be provided from Williamson Boulevard via the gated entry driveway at Pinnacle Boulevard (Phase I); and via a gated driveway in Phase II from Martin Road. As part of Phase II, the Developer is required to construct a ±860' portion of Martin Road, as shown on the CDP, to provide a second access point for the subdivision. Access to the properties to the north via Martin Road is also required. The Developer will also provide for a stabilized emergency access easement through the vacated portion of the Martin Road right-of-way, in accordance with City standards.

Traffic

An increase in the number of vehicular trips is anticipated as a result of the proposed changes to the development of this property (addition of 14 lots). Based on the ITE Trip Generation Manual, 9th Edition, the proposed development could generate an additional ±14 p.m. peak hour trips and an additional ±133 daily trips. According to the latest traffic counts for Williamson Boulevard, there is sufficient roadway capacity for the traffic that could be generated by the proposed development of the subject property. The subdivision plat and plans submittal for this property will be required to comply with the concurrency management requirements in the City's LDC.

Roadway Segment	Adopted Level-of-Service Standard	Maximum Capacity	Vehicles per Day	Remaining Capacity	Volume to Capacity Ratio
Williamson Blvd. (Taylor Rd. to Spruce Creek Bridge)	E	37,970	20,550	17,420	54.12%
Williamson Blvd. (Spruce Creek Bridge to Airport Rd.)	E	37,970	17,430	20,540	45.90%

Source: Volusia County 2015 Traffic Counts

Tree Preservation, Landscaping, and Wetlands

The proposed development will comply with the tree preservation, landscaping and wetland protection requirements of the LDC. This includes the preservation of 15% of the square-footage of the overall PUD for the protection of existing trees, individual lot landscape requirements, and perimeter buffers. There are three wetland areas that are protected by existing conservation easements, as depicted on the CDP. Any wetland impacts will require permitting and appropriate mitigation through the St. Johns River Water Management District.

Potable Water, Sanitary Sewer, and Reclaimed Water

The proposed development will comply with the requirements of the LDC for improvements related to water, sewer, and reclaimed water. Potable water, sanitary sewer and reclaimed water lines are available and connections will be made along Wingate Trail in Phase I and from Martin Road.

Stormwater Management

Stormwater will be retained as generally depicted on the CDP. The City's Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. As a result, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. The future development of Phase II of the PUD will be required to address stormwater retention on the property in accordance with City standards.

Schools

The Volusia County School District determined that the adopted Level-of-Service (LOS) will be met and capacity exists in the schools for the estimated students to be generated by the proposed PUD amendment.

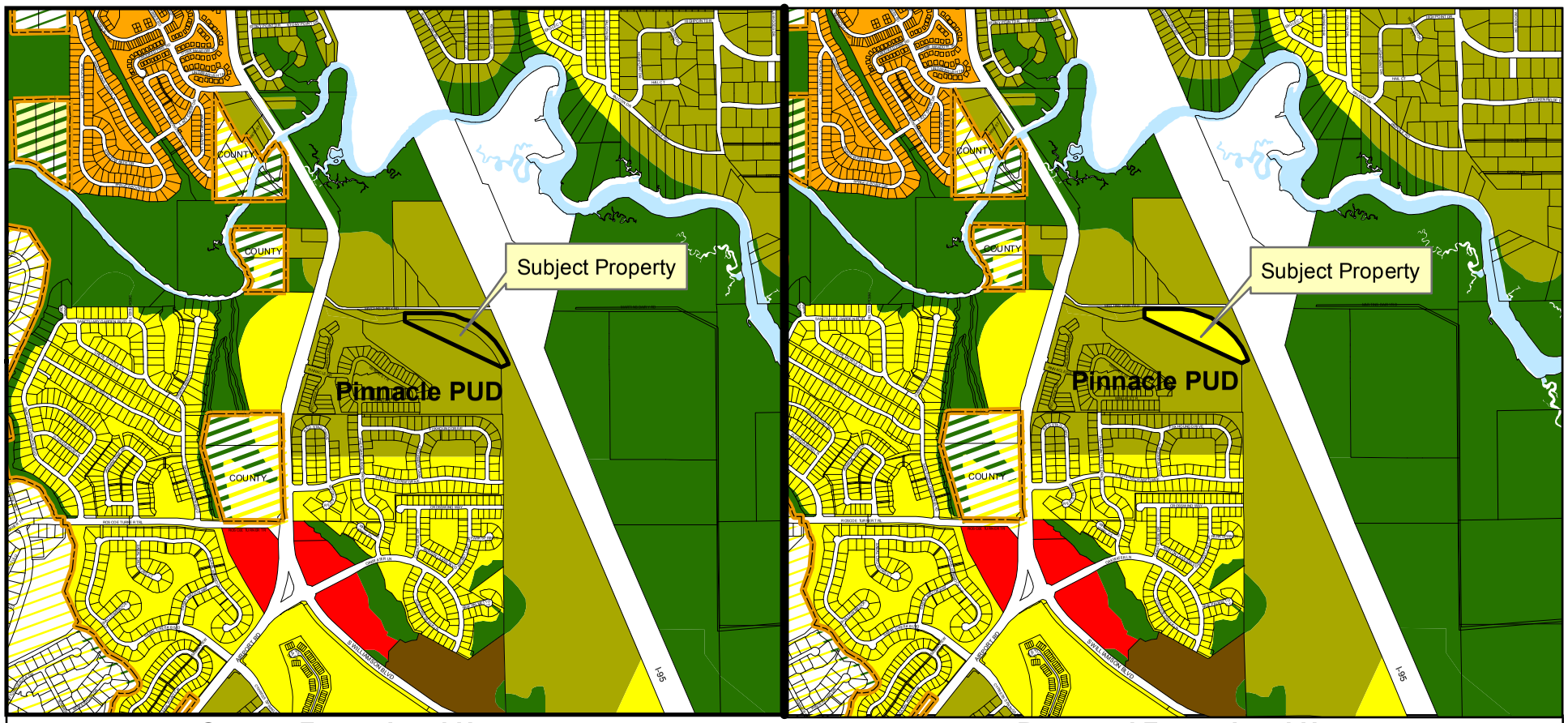
RECOMMENDATION

Staff recommends **approval** of the First Amendment to the Pinnacle PUD Master Development Agreement and Conceptual Development Plan, subject to the following:

1. Approval of the Future Land Use amendment (Case No. 16-20000001); and
2. Review and approval of the MDA and CDP by the City Attorney's Office for legal form and content.

ATTACHMENTS

Exhibit A – Current and Proposed Future Land Use
Exhibit B – Zoning
Exhibit C – First Amendment to the Pinnacle PUD Master Development Agreement and Conceptual Development Plan (See Ordinance Exhibit)



Current Future Land Use | **Proposed Future Land Use**

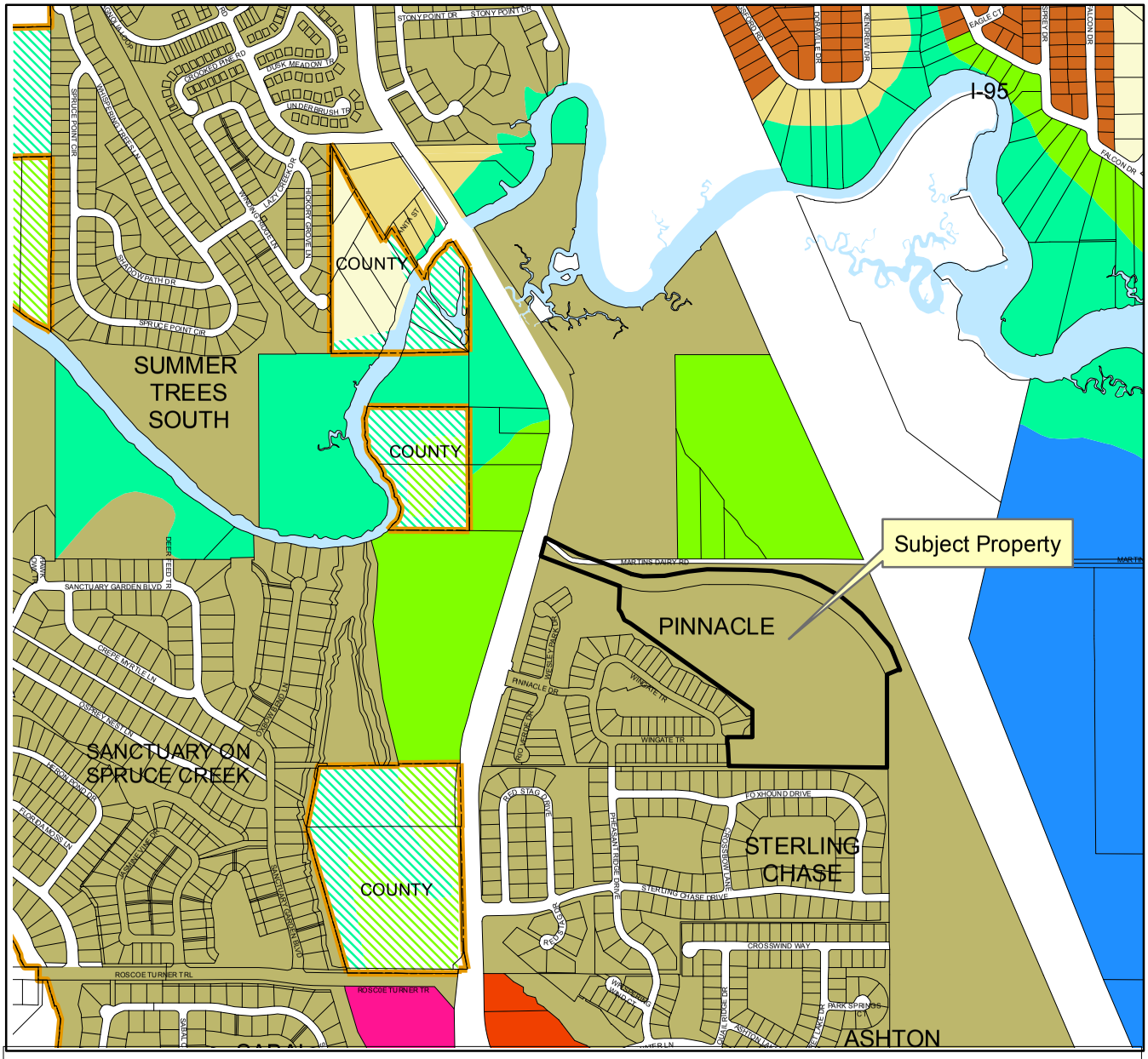
- Conservation
- Rural Transition (0-2 Units/Acre)
- Suburban Residential (2-4 Units/Acre)
- Urban Medium Density Residential (4-8 Units/Acre)
- Urban High Density Residential (8-16 Units/Acre)
- Commercial
- Volusia County Urban Low Indensity
- Volusia County Environmental Systems Corridor

Exhibit A

Current and Proposed Future Land Use

DEPARTMENT OF COMMUNITY DEVELOPMENT

N
W E
S



Zoning Classification

- Water Feature
- GPU Government/Public Use
- F-C Flood Plain-Conservation
- A Agriculture
- RR Rural Residential
- R-20SF Single Family Residential
- R-10SF Single Family Residential
- R-8SF Single Family Residential
- PUD Planned Unit Development
- PCD Planned Commercial Development
- CC Community Commercial
- Volusia County A-1
- Volusia County A-2
- Volusia County RC

CITY OF PORT ORANGE 1867 FLORIDA

Exhibit B - Zoning

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/04/2016

Consent item: No

SUBJECT: First Reading - Ordinance No. 2016-22 - Moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of tattoo parlors in the City of Port Orange; Case No. 16-25000004

DEPARTMENT: Community Development

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance 2016-22, issuing a moratorium for 9-months on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of tattoo parlors in the City of Port Orange.

SUMMARY: Planning Commission Action (9/22/16): Recommended Approval

At the direction of the City Council at their September 20, 2016 meeting, staff has prepared an ordinance imposing a 9-month moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of Tattoo Parlors within the City limits. If modifications are needed to maintain reasonable and uniform regulations for Tattoo Parlors that protect the health, safety and general welfare of the residents of Port Orange, amendments to the Code of Ordinances and Land Development Code will be prepared and brought before Council for review.

Currently, Tattoo Parlors are a Special Exception use within the Highway Commercial and Ridgewood Development zoning districts. In Port Orange, a Special Exception is reviewed by the Planning Commission and must be approved by the City Council. In addition to standard development requirements for all Special Exception uses (traffic generation, parking, landscaping, etc.), Tattoo Parlors must comply with specific development requirements. The special development requirements currently include: separation distance from residential uses, existing Tattoo Parlors, bars, schools, parks, and houses of worship. Landscape buffering from adjacent uses is also required.

Due to recent court findings related to zoning requirements for tattoo parlors, staff has prepared an ordinance imposing a 9-month moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of Tattoo Parlors within the City limits. If the amendment is approved, the proposed moratorium will allow staff to further research the Land Development Code regarding locations and development requirements for Tattoo

Parlors.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2016-22	Ord. No. 2016-22.pdf
2.	Staff Report	Tattoo Parlor Moratorium - Staff Report.pdf

Melanie Schmotzer	Created/Initiated - 09/26/2016
Wayne Clark	Approved - 09/26/2016
Matthew Jones	Approved - 09/26/2016
Margaret Roberts	Approved - 09/29/2016
M. Jake Johansson	Approved - 09/29/2016
Robin Fenwick	Final Approval - 09/29/2016

ORDINANCE NO. 2016-22

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING A MORATORIUM ON THE ISSUANCE OF DEVELOPMENT ORDERS, BUILDING PERMITS, ZONING VERIFICATION LETTERS, AND ZONING APPROVALS FOR BUSINESS TAX RECEIPTS FOR THE OPERATION OF TATTOO PARLORS IN THE CITY OF PORT ORANGE; PROVIDING FOR THE DURATION OF THE MORATORIUM; PROVIDING FOR INTERPRETATION; PROVIDING DEFINITIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange regulates the use of land through its Comprehensive Plan and the Land Development Code; and

WHEREAS, the Land Development Code must be reviewed and amended periodically in order to maintain effective regulations; and

WHEREAS, the City Community Development Department believes that review of the City's tattoo parlor zoning and regulations is needed to ensure effectiveness; and

WHEREAS, the City Council hereby determines that the zoning and regulations under review are of such gravity that issuing any development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for tattoo parlors would in all probability undermine the recommendations of the Community Development Department for revisions to zoning and regulations set forth in the Land Development Code and Code of Ordinances; and

WHEREAS, to protect, preserve, and effectuate the public safety and welfare, the City Council finds that a moratorium on the receipt of applications for and the issuance of

any development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for the operation of tattoo parlors is necessary for a limited duration and until regulations are codified in the Land Development Code and Code of Ordinances to address the concerns referenced above; and

WHEREAS, specific authority for this ordinance includes but is not limited to Article VIII, Section 2, Florida Constitution of 1968; Chapters 163 and 166, Florida Statutes; and Sections 163.3161, 163.3194, and 163.3201, Florida Statutes; and

WHEREAS, the Planning Commission, sitting as both the Local Planning Agency and the Planning Commission (hereinafter referred to as the "LPA"), has found this ordinance to be consistent with the Comprehensive Plan; and

WHEREAS, the LPA has determined that this ordinance is necessary to promote the economic order of the community by encouraging the proper regulation of tattoo parlors in the City of Port Orange; and

WHEREAS, the LPA finds that additional reasons necessary for imposing the moratorium in this ordinance include:

1. Preservation of the status quo in the community to avoid a crisis being created by the impact on abutting properties, property values and community/neighborhood preservation;
2. Preservation of the status quo in the community pending a determination by the City to adopt local regulations relating to tattoo parlors in the City of Port Orange;
3. Avoiding the creation of vested rights or nonconforming or inconsistent uses as a result of amended permitting systems and regulations;

4. Control of community development during the time period of the review and amendment of local regulations; and

5. Allowing a time period for comprehensive planning to proceed, if applicable; and

WHEREAS, the LPA finds that based on the foregoing reasons for the moratorium established by this ordinance, the moratorium will promote the public health, welfare, safety, aesthetics, and economic order of the community and the region; and

WHEREAS, the LPA has determined that a moratorium of nine (9) months in duration is the minimum reasonable period of time needed to review this issue and determine what amendments or modifications are needed; and

WHEREAS, the City Council hereby adopts the findings of the LPA as its own.

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

Section 1. Purpose and Intent.

The foregoing “WHEREAS” clauses are hereby ratified and affirmed as being true and correct and are incorporated herein by reference.

Section 2. Definitions.

Tattoo parlor shall mean a commercial establishment where people go to get tattoos.

Section 3. Moratorium Imposed.

a. The Land Development Code and Code of Ordinances are hereby amended by placing a moratorium on the issuance of any development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for the operation of tattoo parlors. For purposes herein, the term, "development order," shall have the

same meaning as that set forth in Section 163.3164, Florida Statutes.

b. Applications for issuance of development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for tattoo parlors shall be considered pursuant to the following requirements:

(1) Applications received on or after the effective date of this ordinance may be received and reviewed. However, no development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts shall be issued in violation of the moratorium on the issuance of development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for the operation of tattoo parlors. If amendments to the Comprehensive Plan or the Land Development Code are adopted by the City Council on or before the expiration of the moratorium that revise the substantive or procedural legal requirements regarding the operation of tattoo parlors, any application not approved for issuance of a development order, building permit and zoning approval and submitted on or after the date of this ordinance, but before the expiration of the moratorium, shall be required to comply with the new substantive or procedural legal requirements.

c. The moratorium imposed by this ordinance shall expire within 9 months of the adoption of this Ordinance by the City Council, or the adoption of an ordinance amending the Comprehensive Plan or the Land Development Code regarding the zoning of or otherwise regulating tattoo parlors, whichever event shall first occur. The moratorium shall be deemed to be in effect over all of the geographic area of the City now existing or which may be hereafter annexed during the pendency of the moratorium. This ordinance shall be deemed to be pending on applications for tattoo parlors, within

the meaning of the term "pending ordinance" as that term is used in Smith v. City of Clearwater, 403 So.2d 407 (Fla. 1981).

d. During the pendency of this moratorium the City Manager and the Community Development Director shall proceed in good faith to undertake a planning study to determine appropriate amendments to zoning and development related ordinances, if any.

e. The Community Development Director shall make interpretations of this ordinance.

Section 4. Conflicting Ordinances.

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

Section 5. Severability.

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

Section 6. Codification.

It is the intention of the City Council for the City of Port Orange, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances and Land Development Code; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word “ordinance” may be changed to “section”, “article” or other appropriate designation.

Section 7. Effective Date.

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

_____
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: _____
Matthew J. Jones, Deputy City Attorney

STAFF REPORT
Moratorium – Tattoo Parlors
CASE NO. 16-25000004

REQUEST:	To establish a 9-month moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of tattoo parlors in the City of Port Orange.
APPLICANT:	City of Port Orange
PLANNING COMMISSION RECOMMENDATION:	Approval
RECOMMENDATION:	Approval
STAFF CONTACT:	Tim Burman, Planning Manager (386)-506-5675
CITY COUNCIL DATE:	October 4, 2016

DISCUSSION:

The requested moratorium will allow staff to review the existing City requirements for Tattoo Parlors as part of an on-going maintenance effort. The Tattoo Parlors regulations in the Land Development Code have not been comprehensively updated since the early 2000's. If modifications are needed to maintain reasonable and uniform regulations for Tattoo Parlors that protect the health, safety and general welfare of the residents of Port Orange, amendments to the Code of Ordinances and Land Development Code will be prepared and brought before Council for review.

Currently, Tattoo Parlors are a Special Exception use within the Highway Commercial and Ridgewood Development zoning districts. In Port Orange, a Special Exception is reviewed by the Planning Commission and must be approved by the City Council. In addition to standard development requirements for all Special Exception uses (traffic generation, parking, landscaping, etc.), Tattoo Parlors must comply with specific development requirements. The special development requirements currently include: separation distance from residential uses, existing Tattoo Parlors, bars, schools, parks, and houses of worship. Landscape buffering from adjacent uses is also required.

Due to recent court findings related to zoning requirements for tattoo parlors, staff has prepared an ordinance imposing a 9-month moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of Tattoo Parlors within the City limits. If the amendment is approved, the proposed moratorium will allow staff to further research the Land Development Code regarding locations and development requirements for Tattoo Parlors.

RECOMMENDATION:
Approval of a 9-month moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of Tattoo Parlors in the City of Port Orange as part of an on-going maintenance effort to update the Land Development Code.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **10/04/2016**

Consent item: Yes

SUBJECT: Police Department Recognition Awards

DEPARTMENT: Police Services

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Present awards to selected employees from the Police Department

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SUMMARY: The Police Department would like to present two Awards of Achievement to selected employees.

Project No.:	Funding Account No.:

ATTACHMENTS:

Debbie Grabowski	Created/Initiated - 08/31/2016
Thomas Grimaldi	Approved - 09/06/2016
M. Jake Johansson	Approved - 09/29/2016
Robin Fenwick	Final Approval - 09/29/2016

The Golf Club at Cypress Head
Course Cash Flow Report
August 31, 2016

	August	*YTD*
EBITDA	($33,386.04)	$10,881.83
Management Fee Expense	(5,712.85)	(64,498.10)
Depreciation & Amortization	(381.00)	(4,191.00)
Net Income	(39,479.89)	(57,807.27)
Working Capital Changes		
Inventory	(2,421.20)	(1,330.76)
Receivables	(270,856.77)	(114,969.20)
Payables	52,307.32	47,222.12
Due to from the City	5,106.85	7,013.41
Prepaids	2,227.83	6,243.01
Accrued Liabilities	24,242.32	3,926.60
Other Liabilities	236,472.57	112,575.23
Depreciation & Amortization	381.00	4,191.00
Operating Cash Flow	7,980.03	7,064.14
Investing Cash Flows		
Financing Cash Flow		
Net Cash Flows	7,980.03	7,064.14
Beginning Cash	49,198.16	50,114.05
Net Cash Flows	7,980.03	7,064.14
Ending Cash	57,178.19	57,178.19

The Golf Club at Cypress Head
Comparative Income Statement
For the Eleven Months Ending August 31, 2016

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	349	714,691	714,869	100%	70,938	1,015,864	1,023,426	99%
Merchandise	51	53,568	53,694	100%	4,292	50,829	61,281	83%
Other Pro Shop	367	9,598	10,198	94%	912	14,225	10,769	132%
Range	0	16,885	16,885	100%	2,426	32,278	35,044	92%
Food and Beverage	0	182,967	182,967	100%	0	0	0	
Membership Initiation Fees	250	250	750	33%	0	0	0	
Other Operating Revenues	0	24,901	24,901	100%	2,590	35,525	35,106	101%
Other G&A Income	0	0	(866)		0	0	0	
TOTAL REVENUE	1,017	1,002,860	1,003,396	100%	81,158	1,148,720	1,165,626	99%
COST OF SALES								
Merchandise	137	44,352	44,543	100%	2,324	34,135	33,672	101%
Food & Beverage	0	72,592	72,592	100%	0	0	0	
TOTAL COGS	137	116,943	117,135	100%	2,324	34,135	33,672	101%
COGS - Merchandise %	270.8%	82.8%	83.0%	99.8%	54.1%	67.2%	54.9%	122.2%
COGS - Food %		39.8%	39.8%	100.0%				
PAYROLL								
Course and Grounds	23,084	263,957	291,280	91%	27,543	312,543	302,225	103%
Carts, Range, Starters, Etc.	0	39,741	39,741	100%	6,061	74,893	73,469	102%
Pro Shop	0	33,566	33,566	100%	3,853	49,181	53,508	92%
Food and Beverage	0	94,245	94,245	100%	0	0	0	
General and Administrative	10,048	115,963	126,613	92%	10,792	117,677	127,761	92%
Marketing	3,791	41,776	45,103	93%	3,899	44,969	45,604	99%
TOTAL PAYROLL	36,923	589,247	630,548	93%	52,148	599,262	602,567	99%
OPERATING EXPENSES								
Course and Grounds	24,933	191,889	220,151	87%	35,491	208,541	194,632	107%
Carts, Range, Starters, Etc.	6,618	107,050	113,365	94%	6,016	74,136	85,831	86%
Pro Shop	967	10,087	10,087	100%	827	9,493	11,155	85%
Food and Beverage	0	29,730	30,128	99%	0	322	0	
General and Administrative	10,693	173,312	182,159	95%	14,912	178,060	197,717	90%
Marketing	200	21,171	29,588	72%	2,827	33,889	39,686	85%
TOTAL OPERATING EXPENSES	43,412	533,238	585,477	91%	60,073	504,442	529,021	95%
TOTAL EXPENSES	80,472	1,239,429	1,333,159	93%	114,545	1,137,838	1,165,260	98%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(3,685)	(66,226)	(66,226)	100%	(5,713)	(64,498)	(65,296)	99%
Depreciation & Amortization	(381)	(4,191)	(9,405)	45%	(381)	(4,191)	(6,420)	65%
TOTAL OTHER INCOME (EXPENSE)	(4,066)	(70,417)	(75,631)	93%	(6,094)	(68,689)	(71,716)	96%
NET INCOME	(83,521)	(306,986)	(405,394)	76%	(39,480)	(57,807)	(71,350)	81%
Paid Rounds	0	25,909	25,909	100%	2,421	32,956	38,507	86%
Annual Pass Rounds	0	2,970	2,970	100%	579	8,053	4,295	187%
Other Rounds	0	1,772	1,772	100%	139	2,239	2,819	79%
Total Rounds	0	30,651	30,651	100%	3,139	43,248	45,621	95%
Revenue/Paid Rounds	0	39	39	100%	34	35	30	115%
Revenue/Total Rounds	0	33	33	100%	26	27	26	104%

The Golf Club at Cypress Head

For the Eleven Months Ending August 31, 2016

	08/31/16	09/30/15	08/31/15
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Operating	0	49,118	25,372
Cash - Depository	56,183	0	0
Cash - Manual Checks	850	750	750
Cash - Housebank & Other	146	246	503
Total Cash	57,178	50,114	26,626
Accounts Receivable			
A/R Member	276,576	161,607	2,169
Total Accounts Recievable	276,576	161,607	2,169
Other Current Assets			
Inventory - Merchandise	16,501	11,682	12,218
Inventory - Food & Beverage	0	3,488	4,470
Prepaid Insurance	14,107	18,108	14,066
Prepaid Exp - Other	14,185	11,428	7,043
Total Other Current Assets	44,793	44,706	37,797
TOTAL CURRENT ASSETS	378,547	256,426	66,591
PROPERTY, PLANT AND EQUIPMENT:			
Land	54,143	54,143	64,835
Furniture and Fixtures	9,045	9,045	26,625
Machinery & Equipment	16,000	16,000	17,712
Property Plant and Equipment	79,187	79,187	109,171
Accumulated Depreciation	(60,320)	(56,129)	(80,899)
TOTAL PROPERTY, PLANT AND EQUIPMENT	18,867	23,058	28,272
OTHER ASSETS:			
Deposits (in ST section of chart)	0	5,000	5,000
TOTAL OTHER ASSETS	0	5,000	5,000
TOTAL ASSETS	397,415	284,485	99,864

The Golf Club at Cypress Head

For the Eleven Months Ending August 31, 2016

	08/31/16	09/30/15	08/31/15
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	65,030	17,808	12,733
Accts Pay - Other	15,233	8,220	336,347
Accrued Expenses	5,662	14,437	979
Accrued Payroll	24,387	20,979	16,672
Accrued Taxes	3,848	47	0
Accrued Interest	16,689	11,197	0
Deferred Revenue	324,373	211,797	40,119
TOTAL CURRENT LIBILITIES	455,222	284,485	406,850
TOTAL LIABILITIES	455,222	284,485	406,850
STOCKHOLDER'S EQUITY			
Retained Earnings	(57,807)	0	(306,986)
Net Retained Earnings	(57,807)	0	(306,986)
Stockholders Equity	(57,807)	0	(306,986)
TOTAL STOCKHOLDER'S EQUITY	(57,807)	0	(306,986)
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	397,415	284,485	99,864

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended September 30, 2016

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual	TOTAL
EBITDA	(98,875)	11,091	(114)	16,429	54,217	56,210	43,439	(6,053)	(23,418)	(8,659)	(33,386)	26,460	37,342
Management Fee Expense	(7,370)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	0	(64,498)
Depreciation & Amortization	(381)	(381)	(381)	(381)	(381)	(381)	(381)	(381)	(381)	(381)	(381)	0	(4,191)
Net Income	(106,625)	4,998	(6,208)	10,335	48,123	50,117	37,346	(12,146)	(29,512)	(14,753)	(39,480)	26,460	(31,347)
Working Capital Changes													
Inventory	(5,361)	1,910	1,009	1,917	(944)	3,169	(287)	(593)	0	270	(2,421)	(1,618)	(2,948)
Receivables	133,706	18,846	5,539	3,158	77	(2,798)	1,343	(811)	(3,145)	(26)	(270,857)	26,730	(88,240)
Prepaid Expenses	290	6,243	6,850	3,750	(9,137)	4,658	7,200	(952)	(19,059)	4,172	2,228	(500)	5,743
Payables	34,124	(25,368)	(19,078)	1,130	44,945	(46,197)	24,940	(10,893)	(3,131)	(5,558)	52,307	(39,643)	7,579
Due to from the City	10,018	10,018	10,018	10,018	(29,944)	10,124	(18,348)	5	(3)	0	5,107	0	7,013
Accrued Expenses	(2,045)	(21,210)	2,458	6,296	(2,799)	10,345	(1,815)	(19,753)	1,007	7,200	24,242	(19,377)	(15,450)
Deferred Revenues	54,717	(15,136)	(13,450)	(21,990)	(21,861)	(20,938)	(21,402)	(21,754)	(19,660)	(22,424)	236,473	(160)	112,416
Depreciation & Amortization	381	381	381	381	381	381	381	381	381	381	381	0	4,191
Operating Cash Flow	119,204	(19,318)	(12,482)	14,995	28,842	8,861	29,357	(66,514)	(73,123)	(30,738)	7,980	(8,107)	(1,043)
Investing Activities													
Financing Activites													
Net Cash Flows	119,204	(19,318)	(12,482)	14,995	28,842	8,861	29,357	(66,514)	(73,123)	(30,738)	7,980	(8,107)	(1,043)
Beginning Cash	50,114	169,318	150,000	137,518	152,513	181,355	190,216	219,573	153,059	79,936	49,198	57,178	1,589,979
Net Cash Flows	119,204	(19,318)	(12,482)	14,995	28,842	8,861	29,357	(66,514)	(73,123)	(30,738)	7,980	(8,107)	(1,043)
Ending Cash	169,318	150,000	137,518	152,513	181,355	190,216	219,573	153,059	79,936	49,198	57,178	49,071	1,588,936

The Golf Club at Cypress Head
Summary of All Units
For the Eleven Months Ending August 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
39,699	41,112	97%	349	11372%	Green Fees	581,793	565,741	103%	425,976	137%	604,248	581,970
31,239	29,283	107%	0	0%	Cart Fee	434,071	393,591	110%	288,715	150%	419,178	434,071
0	0	0%	250	0%	Initiation Fees	0	0	0%	250	0%	0	500
10	20	50%	0	0%	Handicap Fee	4,849	4,496	108%	4,392	110%	4,516	4,849
802	250	321%	0	0%	Lessons	6,745	2,779	243%	407	1658%	3,029	6,745
0	0	0%	367	0%	Other Pro Shop Revenue	74	0	0%	2,943	3%	0	674
100	200	50%	0	0%	Rental Clubs	2,557	3,024	85%	1,856	138%	3,224	2,557
4,292	4,800	89%	51	8499%	Retail	50,829	57,681	88%	53,568	95%	61,281	50,954
2,426	2,966	82%	0	0%	Range	32,278	32,511	99%	16,885	191%	35,044	32,278
0	0	0%	0	0%	Food & Beverage	0	0	0%	104,050	0%	0	0
0	0	0%	0	0%	Beer	0	0	0%	44,563	0%	0	0
0	0	0%	0	0%	Liquor	0	0	0%	26,928	0%	0	0
0	0	0%	0	0%	Wine	0	0	0%	6,826	0%	0	0
0	0	0%	0	0%	F&B Other	0	0	0%	600	0%	0	0
2,590	2,644	98%	0	0%	City Surcharge R & R	35,525	33,067	107%	24,901	143%	35,106	35,525
0	0	0%	0	0%	Miscellaneous G&A	0	0	0%	0	0%	0	(866)
81,158	81,275	100%	1,017	7982%	Total Revenues	1,148,720	1,092,890	105%	1,002,860	115%	1,165,626	1,149,257
					COST OF GOODS SOLD							
2,324	2,637	88%	137	1699%	COGS - Merchandise	34,135	31,695	108%	44,352	77%	33,672	34,326
0	0	0%	0	0%	COGS - Food & Beverage	0	0	0%	47,068	0%	0	0
0	0	0%	0	0%	COGS - Beer	0	0	0%	16,879	0%	0	0
0	0	0%	0	0%	COGS - Liquor	0	0	0%	5,659	0%	0	0
0	0	0%	0	0%	COGS - Wine	0	0	0%	2,986	0%	0	0
2,324	2,637	88%	137	1699%	Total COGS	34,135	31,695	108%	116,943	29%	33,672	34,326
78,835	78,638	100%	880	8958%	GROSS MARGIN	1,114,585	1,061,195	105%	885,916	126%	1,131,954	1,114,931
54.13%	54.94%	98.54%	270.81%	19.99%	COGS - Merchandise %	67.16%	54.95%	122.22%	82.79%	81.11%	54.95%	876.02%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Food & Beverage %	0.00%	0.00%	0.00%	45.24%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Beer %	0.00%	0.00%	0.00%	37.88%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Liquor %	0.00%	0.00%	0.00%	21.01%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Wine %	0.00%	0.00%	0.00%	43.74%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - All Food & Bev	0.00%	0.00%	0.00%	39.81%	0.00%	0.00%	0.00%
					PAYROLL							
22,953	18,072	127%	17,950	128%	Gross Payroll - Salaried	211,468	198,792	106%	202,530	104%	216,864	228,504
0	0	0%	0	0%	Gross Kitchen Payroll - Salaried	0	0	0%	24,498	0%	0	0
20,794	22,972	91%	11,326	184%	Gross Payroll - Hourly	278,905	241,898	115%	188,315	148%	264,129	292,858
0	0	0%	0	0%	Gross Kitchen Payroll - Hourly	0	0	0%	51,389	0%	0	0
43,747	41,044	107%	29,276	149%	S/T Wages	490,373	440,690	111%	466,732	105%	480,993	521,362
3,188	3,139	102%	2,144	149%	Payroll Tax - FICA	36,799	33,706	109%	35,957	102%	36,789	39,131
226	309	73%	65	348%	Payroll Tax - UC	5,507	6,550	84%	10,288	54%	6,837	5,638
332	882	38%	593	56%	Payroll Tax - WC	10,151	9,199	110%	11,509	88%	10,066	10,786
4,656	6,006	78%	4,846	96%	Benefits	56,431	61,877	91%	64,761	87%	67,882	63,645
8,402	10,336	81%	7,648	110%	S/T Adders	108,889	111,332	98%	122,515	89%	121,574	119,200
52,148	51,380	101%	36,923	141%	TOTAL PAYROLL	599,262	552,022	109%	589,247	102%	602,567	640,563
					OPERATING EXPENSES							
0	0	0%	0	0%	Bar Supplies	0	0	0%	2,165	0%	0	0
0	0	0%	0	0%	Cart Supplies	1,160	590	197%	521	223%	590	1,160
0	231	0%	12	0%	Course Accessories	2,123	4,566	46%	4,145	51%	4,676	2,238
0	0	0%	0	0%	Dining Room Supplies	0	0	0%	92	0%	0	0
7,514	0	0%	2,420	310%	Fertilizer	28,447	8,973	317%	22,968	124%	10,531	34,904
0	0	0%	0	0%	Flowers/Decor	607	400	152%	0	0%	400	607
912	0	0%	1,454	63%	Fuel	8,943	11,238	80%	9,503	94%	13,010	10,117
2,349	226	1039%	0	0%	Fungicides	4,553	2,461	185%	1,320	345%	2,461	5,766
3,249	1,272	255%	2,933	111%	Herbicides	15,530	11,855	131%	15,419	101%	12,141	17,246
5,106	1,653	309%	4,887	104%	Insecticides	12,663	13,545	93%	13,638	93%	14,046	13,843
245	295	83%	0	0%	Janitorial Supplies	3,766	4,647	81%	4,278	88%	4,739	3,825
0	0	0%	0	0%	Kitchen Supplies	0	0	0%	3,816	0%	0	0
0	0	0%	0	0%	Laundry/Linens	0	0	0%	3,772	0%	0	0
73	32	227%	0	0%	Laundry/Uniforms	142	2,560	6%	2,038	7%	2,651	142
221	473	47%	147	150%	Office Supplies	4,078	3,707	110%	2,481	164%	4,186	4,142
0	0	0%	0	0%	Printing	0	100	0%	72	0%	100	0
0	0	0%	0	0%	Range Balls	2,550	3,712	69%	3,675	69%	3,712	2,550
0	100	0%	0	0%	Range Equipment	1,258	724	174%	173	728%	724	1,258
0	20	0%	0	0%	Range Expenses	23	938	2%	463	5%	938	23
0	605	0%	2,444	0%	Sand/Topdress	7,655	2,640	290%	3,190	240%	2,640	11,371
0	0	0%	0	0%	Seeds/Trees	3,469	16,286	21%	16,125	22%	16,286	5,909
0	40	0%	0	0%	Small Tools	55	211	26%	186	30%	211	55
41	0	0%	0	0%	Staff/Volunteer Uniforms	41	1,419	3%	283	15%	1,419	41
0	0	0%	0	0%	Supplies	1,489	4,085	36%	2,145	69%	4,085	1,489

The Golf Club at Cypress Head
Summary of All Units
For the Eleven Months Ending August 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
250	0	0%	967	26%	Tournament Expense	1,159	701	165%	2,547	46%	701	1,159
294	141	208%	91	325%	Alarm System	2,097	2,068	101%	1,428	147%	2,159	2,188
0	0	0%	0	0%	Carpet Cleaning	0	850	0%	300	0%	1,190	0
0	200	0%	0	0%	Cart Repairs	1,032	2,200	47%	24,835	4%	2,400	1,032
149	259	57%	110	136%	Computer Service	2,942	3,267	90%	2,828	104%	3,526	3,067
0	0	0%	130	0%	Contract Cleaning	130	500	26%	4,129	3%	500	260
0	0	0%	0	0%	Guest Relations	135	0	0%	0	0%	0	135
507	158	321%	0	0%	Handicap Expense	4,924	4,495	110%	4,662	106%	4,495	4,924
0	0	0%	0	0%	Indoor Plant Maint	0	200	0%	0	0%	200	0
474	892	53%	702	68%	Irrigation	5,178	6,032	86%	7,163	72%	6,794	5,342
71	0	0%	0	0%	Lesson Expense	1,151	524	220%	319	361%	524	1,151
0	115	0%	0	0%	Pest Control	0	1,380	0%	920	0%	1,495	0
3,182	1,613	197%	2,525	126%	Repair & Maint - Equipment	25,548	21,952	116%	25,433	100%	22,374	28,628
0	0	0%	1,950	0%	Repair & Maint - Building	3,083	5,372	57%	2,966	104%	5,372	3,194
0	0	0%	0	0%	Repair & Maint - Other	0	0	0%	907	0%	0	0
0	0	0%	0	0%	Security	0	600	0%	0	0%	600	0
5,356	5,356	100%	6,032	89%	Cart Lease	58,912	58,916	100%	66,354	89%	64,266	64,944
4,512	4,512	100%	4,495	100%	Equipment Lease	49,628	49,631	100%	50,294	99%	54,144	54,123
168	157	107%	157	107%	Off-Site Storage	1,885	1,570	120%	1,904	99%	1,727	2,053
905	1,157	78%	879	103%	Utilities - Electric	11,487	14,229	81%	12,793	90%	15,256	12,073
0	0	0%	0	0%	Utilities - Gas	0	0	0%	6,026	0%	0	0
4,931	3,923	126%	2,959	167%	Utilities - Other	45,058	38,393	117%	36,435	124%	41,992	47,880
240	243	99%	192	125%	Utilities - Telephone/Fax	2,465	2,671	92%	2,623	94%	2,914	2,618
244	193	126%	267	91%	Utilities - Water	2,926	2,218	132%	2,451	119%	2,409	3,170
2,827	527	536%	200	1414%	Advertising & Promotion	18,871	22,838	83%	18,838	100%	23,866	27,288
280	42	666%	16	1727%	Bank Charges	2,349	720	326%	702	335%	746	2,365
107	0	0%	19	559%	Cash Short/(Over)	(403)	0	0%	(23)	1787%	0	(387)
200	175	114%	125	160%	Cell Phone	2,025	1,925	105%	1,475	137%	2,100	2,200
2,590	2,644	98%	0	0%	City Surcharge R & R	35,525	33,067	107%	24,901	143%	35,106	35,525
0	92	0%	0	0%	Copier/Photocopies	658	1,291	51%	955	69%	1,291	658
1,177	1,952	60%	56	2108%	Credit Card Discounts	22,269	23,818	93%	21,182	105%	25,500	22,300
0	0	0%	0	0%	Donations	164	0	0%	1,444	11%	0	709
0	100	0%	0	0%	Dues & Subscriptions	609	1,125	54%	1,083	56%	1,125	719
0	0	0%	0	0%	Education & Training	0	410	0%	535	0%	410	0
679	221	307%	0	0%	Employee Relations	2,191	2,038	108%	1,484	148%	2,050	2,523
58	57	102%	29	200%	Employee Testing	264	113	234%	29	911%	113	380
4,567	3,665	125%	3,796	120%	Insurance Expense	41,852	41,409	101%	42,276	99%	45,074	45,648
0	253	0%	0	0%	Member Relations	131	659	20%	283	46%	659	131
35	0	0%	0	0%	Messenger Service - Fedex	353	378	93%	315	112%	447	387
0	0	0%	0	0%	Miscellaneous	13,291	10,000	133%	41	32777%	10,000	13,291
0	0	0%	0	0%	O/S - Accounting	12,000	13,200	91%	12,000	100%	13,200	12,000
0	0	0%	0	0%	O/S - Legal	0	80	0%	2,648	0%	160	0
5,133	0	0%	0	0%	O/S - Other	15,005	5,809	258%	3,952	380%	7,627	15,005
1,177	233	505%	152	777%	Payroll Processing Fee	4,574	3,672	125%	3,719	123%	4,009	4,633
38	10	385%	0	0%	Postage/Shipping	136	406	33%	269	50%	560	326
0	0	0%	565	0%	Professional Dues	0	0	0%	565	0%	0	0
(30)	(30)	100%	0	0%	Tax/Licenses/Fees	(225)	(100)	225%	1,857	-12%	(130)	(66)
0	0	0%	0	0%	Theft Loss	106	0	0%	5,711	2%	0	504
51	0	0%	0	0%	Travel - Meals	1,475	0	0%	54	2753%	0	1,475
193	796	24%	2,701	7%	Travel - Other	9,904	12,622	78%	13,668	72%	13,128	11,368
0	0	0%	0	0%	Website Expenses	3,000	5,000	60%	2,100	143%	5,000	3,000
0	200	0%	0	0%	Employee Meals	25	2,196	1%	1,395	2%	2,396	74
60,073	34,803	173%	43,412	138%	TOTAL OPERATING EXPENSES	504,442	495,102	102%	533,238	95%	529,021	556,680
(33,386)	(7,545)	442%	(79,455)	42%	EBITDA	10,882	14,071	77%	(236,569)	-5%	366	(82,312)
5,713	5,601	102%	3,685	155%	Management Fee	64,498	59,695	108%	66,226	97%	65,296	64,498
5,713	5,601	102%	3,685	155%	Management Fees	64,498	59,695	108%	66,226	97%	65,296	64,498
0	154	0%	0	0%	Deprec - Office F,F&E	0	1,694	0%	0	0%	1,848	0
98	98	100%	98	100%	Deprec - Mach & Equip	1,073	1,073	100%	1,073	100%	1,171	746
283	283	100%	283	100%	Deprec - Buildings	3,118	3,118	100%	3,118	100%	3,401	8,659
381	535	71%	381	100%	S/T DEPR. & AMORT	4,191	5,885	71%	4,191	100%	6,420	9,405
(39,480)	(13,681)	289%	(83,521)	47%	NET INCOME	(57,807)	(51,509)	112%	(306,986)	19%	(71,350)	(156,215)

The Golf Club at Cypress Head
Course & Grounds
For the Eleven Months Ending August 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
39,699	41,112	97%	349	11372%	Green Fees	581,793	565,741	103%	425,976	137%	604,248	581,970
2,590	2,644	98%	0	0%	City Surcharge R & R	35,525	33,067	107%	24,901	143%	35,106	35,525
42,289	43,756	97%	349	12114%	Total Revenues	617,318	598,808	103%	450,877	137%	639,354	617,495
42,289	43,756	97%	349	12114%	GROSS MARGIN	617,318	598,808	103%	450,877	137%	639,354	617,495
					PAYROLL							
11,416	6,679	171%	7,126	160%	Gross Payroll - Salaried	85,885	73,469	117%	71,251	121%	80,148	92,491
11,797	13,240	89%	11,326	104%	Gross Payroll - Hourly	168,055	143,077	117%	135,272	124%	155,890	182,008
23,213	19,919	117%	18,452	126%	S/T Wages	253,940	216,546	117%	206,523	123%	236,038	274,499
1,589	1,524	104%	1,267	125%	Payroll Tax - FICA	18,056	16,567	109%	14,601	124%	18,058	19,529
97	51	190%	65	149%	Payroll Tax - UC	2,686	2,850	94%	3,674	73%	2,899	2,817
162	428	38%	350	46%	Payroll Tax - WC	5,051	4,517	112%	4,786	106%	4,936	5,444
2,482	3,574	69%	2,950	84%	Benefits	32,810	36,721	89%	34,373	95%	40,294	37,578
4,330	5,577	78%	4,632	93%	S/T Adders	58,602	60,655	97%	57,434	102%	66,187	65,367
27,543	25,496	108%	23,084	119%	TOTAL PAYROLL	312,543	277,201	113%	263,957	118%	302,225	339,866
					OPERATING EXPENSES							
0	231	0%	12	0%	Course Accessories	2,123	4,566	46%	4,145	51%	4,676	2,238
7,514	0	0%	2,420	310%	Fertilizer	28,447	8,973	317%	22,968	124%	10,531	34,904
0	0	0%	0	0%	Flowers/Decor	607	400	152%	0	0%	400	607
912	0	0%	1,454	63%	Fuel	8,943	11,238	80%	9,503	94%	13,010	10,117
2,349	226	1039%	0	0%	Fungicides	4,553	2,461	185%	1,320	345%	2,461	5,766
3,249	1,272	255%	2,933	111%	Herbicides	15,530	11,855	131%	15,419	101%	12,141	17,246
5,106	1,653	309%	4,887	104%	Insecticides	12,663	13,545	93%	13,638	93%	14,046	13,843
0	605	0%	2,444	0%	Sand/Topdress	7,655	2,640	290%	3,190	240%	2,640	11,371
0	0	0%	0	0%	Seeds/Trees	3,469	16,286	21%	16,125	22%	16,286	5,909
0	40	0%	0	0%	Small Tools	55	211	26%	186	30%	211	55
41	0	0%	0	0%	Staff/Volunteer Uniforms	41	1,419	3%	283	15%	1,419	41
474	892	53%	702	68%	Irrigation	5,178	6,032	86%	7,163	72%	6,794	5,342
3,182	1,613	197%	2,525	126%	Repair & Maint - Equipment	24,990	19,454	128%	18,433	136%	19,876	27,953
0	0	0%	0	0%	Repair & Maint - Building	270	1,026	26%	662	41%	1,026	270
4,512	4,512	100%	4,495	100%	Equipment Lease	49,628	49,631	100%	49,444	100%	54,144	54,123
245	300	82%	293	84%	Utilities - Electric	2,286	3,052	75%	2,867	80%	3,343	2,589
2,342	1,558	150%	1,816	129%	Utilities - Other	20,456	15,457	132%	17,324	118%	16,807	22,072
101	93	108%	92	110%	Utilities - Telephone/Fax	1,110	943	118%	1,026	108%	1,036	1,163
244	193	126%	267	91%	Utilities - Water	2,926	2,218	132%	2,451	119%	2,409	3,170
0	0	0%	0	0%	Education & Training	0	0	0%	230	0%	0	0
29	0	0%	0	0%	Employee Relations	542	92	589%	145	374%	92	542
58	57	102%	29	200%	Employee Testing	264	113	234%	29	911%	113	380
5,133	0	0%	0	0%	O/S - Other	15,005	5,732	262%	3,875	387%	7,550	15,005
0	0	0%	565	0%	Professional Dues	0	0	0%	565	0%	0	0
0	303	0%	0	0%	Travel - Other	1,800	3,318	54%	900	200%	3,621	2,100
35,491	13,548	262%	24,933	142%	TOTAL OPERATING EXPENSES	208,541	180,662	115%	191,889	109%	194,632	236,803
(20,745)	4,712	-440%	(47,668)	44%	EBITDA	96,234	140,945	68%	(4,969)	-1937%	142,497	40,827
(20,745)	4,712	-440%	(47,668)	44%	NET INCOME	96,234	140,945	68%	(4,969)	-1937%	142,497	40,827

The Golf Club at Cypress Head
Carts
For the Eleven Months Ending August 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
31,239	29,283	107%	0	0%	Cart Fee	434,071	393,591	110%	288,715	150%	419,178	434,071
31,239	29,283	107%	0	0%	Total Revenues	434,071	393,591	110%	288,715	150%	419,178	434,071
31,239	29,283	107%	0	0%	GROSS MARGIN	434,071	393,591	110%	288,715	150%	419,178	434,071
					PAYROLL							
5,467	5,861	93%	0	0%	Gross Payroll - Hourly	66,639	59,377	112%	34,791	192%	65,049	66,639
5,467	5,861	93%	0	0%	S/T Wages	66,639	59,377	112%	34,791	192%	65,049	66,639
431	448	96%	0	0%	Payroll Tax - FICA	5,219	4,541	115%	2,636	198%	4,975	5,219
107	198	54%	0	0%	Payroll Tax - UC	1,611	1,890	85%	1,532	105%	2,081	1,611
43	126	34%	0	0%	Payroll Tax - WC	1,324	1,242	107%	719	184%	1,364	1,324
12	0	0%	0	0%	Benefits	101	0	0%	62	162%	0	101
594	772	77%	0	0%	S/T Adders	8,254	7,673	108%	4,950	167%	8,420	8,254
6,061	6,633	91%	0	0%	TOTAL PAYROLL	74,893	67,050	112%	39,741	188%	73,469	74,893
					OPERATING EXPENSES							
0	0	0%	0	0%	Cart Supplies	1,160	590	197%	521	223%	590	1,160
0	200	0%	0	0%	Cart Repairs	1,032	2,200	47%	24,835	4%	2,400	1,032
5,356	5,356	100%	6,032	89%	Cart Lease	58,912	58,916	100%	66,354	89%	64,266	64,944
660	857	77%	586	113%	Utilities - Electric	9,201	11,177	82%	9,925	93%	11,913	9,484
6,016	6,413	94%	6,618	91%	TOTAL OPERATING EXPENSES	70,305	72,883	96%	101,636	69%	79,169	76,620
19,162	16,237	118%	(6,618)	-290%	EBITDA	288,873	253,658	114%	147,338	196%	266,540	282,558
19,162	16,237	118%	(6,618)	-290%	NET INCOME	288,873	253,658	114%	147,338	196%	266,540	282,558

The Golf Club at Cypress Head
Range
For the Eleven Months Ending August 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
2,426	2,966	82%	0	0%	Range	32,278	32,511	99%	16,885	191%	35,044	32,278
2,426	2,966	82%	0	0%	Total Revenues	32,278	32,511	99%	16,885	191%	35,044	32,278
2,426	2,966	82%	0	0%	GROSS MARGIN	32,278	32,511	99%	16,885	191%	35,044	32,278
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	2,550	3,712	69%	3,675	69%	3,712	2,550
0	100	0%	0	0%	Range Equipment	1,258	724	174%	173	728%	724	1,258
0	20	0%	0	0%	Range Expenses	23	938	2%	463	5%	938	23
0	0	0%	0	0%	Repair & Maint - Equipment	0	1,288	0%	1,103	0%	1,288	0
0	120	0%	0	0%	TOTAL OPERATING EXPENSES	3,831	6,662	58%	5,414	71%	6,662	3,831
2,426	2,846	85%	0	0%	EBITDA	28,446	25,849	110%	11,471	248%	28,382	28,446
2,426	2,846	85%	0	0%	NET INCOME	28,446	25,849	110%	11,471	248%	28,382	28,446

The Golf Club at Cypress Head
F & B Cafe
For the Eleven Months Ending August 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
0	0	0%	0	0%	Food & Beverage	0	0	0%	104,050	0%	0	0
0	0	0%	0	0%	Beer	0	0	0%	44,563	0%	0	0
0	0	0%	0	0%	Liquor	0	0	0%	26,928	0%	0	0
0	0	0%	0	0%	Wine	0	0	0%	6,826	0%	0	0
0	0	0%	0	0%	F&B Other	0	0	0%	600	0%	0	0
0	0	0%	0	0%	Total Revenues	0	0	0%	182,967	0%	0	0
					COST OF GOODS SOLD							
0	0	0%	0	0%	COGS - Food & Beverage	0	0	0%	47,068	0%	0	0
0	0	0%	0	0%	COGS - Beer	0	0	0%	16,879	0%	0	0
0	0	0%	0	0%	COGS - Liquor	0	0	0%	5,659	0%	0	0
0	0	0%	0	0%	COGS - Wine	0	0	0%	2,986	0%	0	0
0	0	0%	0	0%	Total COGS	0	0	0%	72,592	0%	0	0
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	110,375	0%	0	0
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Food & Beverage %	0.00%	0.00%	0.00%	45.24%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Beer %	0.00%	0.00%	0.00%	37.88%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Liquor %	0.00%	0.00%	0.00%	21.01%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - Wine %	0.00%	0.00%	0.00%	43.74%	0.00%	0.00%	0.00%
0.00%	0.00%	0.00%	0.00%	0.00%	COGS - All Food & Bev	0.00%	0.00%	0.00%	39.81%	0.00%	0.00%	0.00%
					PAYROLL							
0	0	0%	0	0%	Gross Kitchen Payroll - Salaried	0	0	0%	24,498	0%	0	0
0	0	0%	0	0%	Gross Kitchen Payroll - Hourly	0	0	0%	51,389	0%	0	0
0	0	0%	0	0%	S/T Wages	0	0	0%	75,887	0%	0	0
0	0	0%	0	0%	Payroll Tax - FICA	0	0	0%	6,459	0%	0	0
0	0	0%	0	0%	Payroll Tax - UC	0	0	0%	3,142	0%	0	0
0	0	0%	0	0%	Payroll Tax - WC	0	0	0%	2,039	0%	0	0
0	0	0%	0	0%	Benefits	0	0	0%	6,719	0%	0	0
0	0	0%	0	0%	S/T Adders	0	0	0%	18,358	0%	0	0
0	0	0%	0	0%	TOTAL PAYROLL	0	0	0%	94,245	0%	0	0
					OPERATING EXPENSES							
0	0	0%	0	0%	Bar Supplies	0	0	0%	2,165	0%	0	0
0	0	0%	0	0%	Dining Room Supplies	0	0	0%	92	0%	0	0
0	0	0%	0	0%	Kitchen Supplies	0	0	0%	3,816	0%	0	0
0	0	0%	0	0%	Laundry/Linens	0	0	0%	3,772	0%	0	0
0	0	0%	0	0%	Office Supplies	0	0	0%	57	0%	0	0
0	0	0%	0	0%	Repair & Maint - Equipment	79	0	0%	4,898	2%	0	79
0	0	0%	0	0%	Equipment Lease	0	0	0%	851	0%	0	0
0	0	0%	0	0%	Utilities - Gas	0	0	0%	6,026	0%	0	0
0	0	0%	0	0%	Cash Short/(Over)	137	0	0%	0	0%	0	137
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	2,343	0%	0	0
0	0	0%	0	0%	Theft Loss	106	0	0%	5,711	2%	0	504
0	0	0%	0	0%	TOTAL OPERATING EXPENSES	322	0	0%	29,730	1%	0	720
0	0	0%	0	0%	EBITDA	(322)	0	0%	(13,600)	2%	0	(720)
0	0	0%	0	0%	NET INCOME	(322)	0	0%	(13,600)	2%	0	(720)

The Golf Club at Cypress Head
Golf Shop
For the Eleven Months Ending August 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
10	20	50%	0	0%	Handicap Fee	4,849	4,496	108%	4,392	110%	4,516	4,849
802	250	321%	0	0%	Lessons	6,745	2,779	243%	407	1658%	3,029	6,745
0	0	0%	367	0%	Other Pro Shop Revenue	74	0	0%	2,943	3%	0	674
100	200	50%	0	0%	Rental Clubs	2,557	3,024	85%	1,856	138%	3,224	2,557
4,292	4,800	89%	51	8499%	Retail	50,829	57,681	88%	53,568	95%	61,281	50,954
5,204	5,270	99%	418	1246%	Total Revenues	65,053	67,980	96%	63,166	103%	72,050	65,779
					COST OF GOODS SOLD							
2,324	2,637	88%	137	1699%	COGS - Merchandise	34,135	31,695	108%	44,352	77%	33,672	34,326
2,324	2,637	88%	137	1699%	Total COGS	34,135	31,695	108%	44,352	77%	33,672	34,326
2,881	2,633	109%	281	1025%	GROSS MARGIN	30,918	36,285	85%	18,814	164%	38,378	31,453
54.13%	54.94%	98.54%	270.81%	19.99%	COGS - Merchandise %	67.16%	54.95%	122.22%	82.79%	81.11%	54.95%	876.02%
					PAYROLL							
0	0	0%	0	0%	Gross Payroll - Salaried	0	0	0%	13,317	0%	0	0
3,530	3,871	91%	0	0%	Gross Payroll - Hourly	44,212	39,444	112%	13,792	321%	43,190	44,212
3,530	3,871	91%	0	0%	S/T Wages	44,212	39,444	112%	27,109	163%	43,190	44,212
276	296	93%	0	0%	Payroll Tax - FICA	3,418	3,017	113%	1,980	173%	3,304	3,418
22	60	36%	0	0%	Payroll Tax - UC	704	1,020	69%	679	104%	1,067	704
25	83	30%	0	0%	Payroll Tax - WC	847	825	103%	636	133%	906	847
0	437	0%	0	0%	Benefits	0	4,604	0%	3,162	0%	5,041	0
323	876	37%	0	0%	S/T Adders	4,969	9,466	52%	6,457	77%	10,318	4,969
3,853	4,747	81%	0	0%	TOTAL PAYROLL	49,181	48,910	101%	33,566	147%	53,508	49,181
					OPERATING EXPENSES							
0	20	0%	0	0%	Office Supplies	739	564	131%	178	416%	584	739
0	0	0%	0	0%	Printing	0	100	0%	72	0%	100	0
0	0	0%	0	0%	Supplies	1,489	4,085	36%	2,145	69%	4,085	1,489
250	0	0%	967	26%	Tournament Expense	1,159	701	165%	2,547	46%	701	1,159
507	158	321%	0	0%	Handicap Expense	4,924	4,495	110%	4,662	106%	4,495	4,924
71	0	0%	0	0%	Lesson Expense	1,151	524	220%	319	361%	524	1,151
0	0	0%	0	0%	Repair & Maint - Building	31	666	5%	164	19%	666	31
827	178	465%	967	86%	TOTAL OPERATING EXPENSES	9,493	11,135	85%	10,087	94%	11,155	9,493
(1,799)	(2,292)	79%	(686)	262%	EBITDA	(27,756)	(23,760)	117%	(24,838)	112%	(26,285)	(27,221)
(1,799)	(2,292)	79%	(686)	262%	NET INCOME	(27,756)	(23,760)	117%	(24,838)	112%	(26,285)	(27,221)

The Golf Club at Cypress Head
G & A
For the Eleven Months Ending August 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
0	0	0%	250	0%	Initiation Fees	0	0	0%	250	0%	0	500
0	0	0%	0	0%	Miscellaneous G&A	0	0	0%	0	0%	0	(866)
0	0	0%	250	0%	Total Revenues	0	0	0%	250	0%	0	(366)
0	0	0%	250	0%	GROSS MARGIN	0	0	0%	250	0%	0	(366)
					PAYROLL							
8,299	8,333	100%	7,697	108%	Gross Payroll - Salaried	88,655	91,663	97%	84,137	105%	99,996	96,564
0	0	0%	0	0%	Gross Payroll - Hourly	0	0	0%	4,461	0%	0	0
8,299	8,333	100%	7,697	108%	S/T Wages	88,655	91,663	97%	88,598	100%	99,996	96,564
667	637	105%	653	102%	Payroll Tax - FICA	7,455	7,007	106%	7,572	98%	7,644	8,135
0	0	0%	0	0%	Payroll Tax - UC	344	527	65%	921	37%	527	344
77	179	43%	184	42%	Payroll Tax - WC	2,218	1,909	116%	2,458	90%	2,088	2,402
1,750	1,558	112%	1,515	116%	Benefits	19,004	15,948	119%	16,414	116%	17,506	20,882
2,494	2,374	105%	2,351	106%	S/T Adders	29,021	25,391	114%	27,365	106%	27,765	31,763
10,792	10,707	101%	10,048	107%	TOTAL PAYROLL	117,677	117,054	101%	115,963	101%	127,761	128,326
					OPERATING EXPENSES							
245	295	83%	0	0%	Janitorial Supplies	3,766	4,647	81%	4,278	88%	4,739	3,825
73	32	227%	0	0%	Laundry/Uniforms	142	2,560	6%	2,038	7%	2,651	142
221	453	49%	147	150%	Office Supplies	3,338	3,143	106%	2,247	149%	3,602	3,402
294	141	208%	91	325%	Alarm System	2,097	2,068	101%	1,428	147%	2,159	2,188
0	0	0%	0	0%	Carpet Cleaning	0	850	0%	300	0%	1,190	0
149	259	57%	110	136%	Computer Service	2,942	3,267	90%	2,828	104%	3,526	3,067
0	0	0%	130	0%	Contract Cleaning	130	500	26%	4,129	3%	500	260
0	0	0%	0	0%	Guest Relations	135	0	0%	0	0%	0	135
0	0	0%	0	0%	Indoor Plant Maint	0	200	0%	0	0%	200	0
0	115	0%	0	0%	Pest Control	0	1,380	0%	920	0%	1,495	0
0	0	0%	0	0%	Repair & Maint - Equipment	479	1,210	40%	999	48%	1,210	596
0	0	0%	1,950	0%	Repair & Maint - Building	2,782	3,680	76%	2,140	130%	3,680	2,893
0	0	0%	0	0%	Repair & Maint - Other	0	0	0%	907	0%	0	0
0	0	0%	0	0%	Security	0	600	0%	0	0%	600	0
168	157	107%	157	107%	Off-Site Storage	1,885	1,570	120%	1,904	99%	1,727	2,053
2,589	2,365	109%	1,144	226%	Utilities - Other	24,602	22,936	107%	19,111	129%	25,185	25,808
139	150	93%	100	139%	Utilities - Telephone/Fax	1,355	1,728	78%	1,597	85%	1,878	1,455
280	42	666%	16	1727%	Bank Charges	2,349	720	326%	702	335%	746	2,365
107	0	0%	19	559%	Cash Short/(Over)	(540)	0	0%	(23)	2395%	0	(524)
200	175	114%	125	160%	Cell Phone	2,025	1,925	105%	1,475	137%	2,100	2,200
2,590	2,644	98%	0	0%	City Surcharge R & R	35,525	33,067	107%	24,901	143%	35,106	35,525
0	92	0%	0	0%	Copier/Photocopies	658	1,291	51%	955	69%	1,291	658
1,177	1,952	60%	56	2108%	Credit Card Discounts	22,269	23,818	93%	21,182	105%	25,500	22,300
0	0	0%	0	0%	Donations	164	0	0%	1,444	11%	0	709
0	100	0%	0	0%	Dues & Subscriptions	609	1,125	54%	1,083	56%	1,125	719
0	0	0%	0	0%	Education & Training	0	410	0%	305	0%	410	0
650	221	294%	0	0%	Employee Relations	1,649	1,946	85%	1,339	123%	1,958	1,982
4,567	3,665	125%	3,796	120%	Insurance Expense	41,852	41,409	101%	42,276	99%	45,074	45,648
0	253	0%	0	0%	Member Relations	131	659	20%	283	46%	659	131
35	0	0%	0	0%	Messenger Service - Fedex	353	378	93%	315	112%	447	387
0	0	0%	0	0%	Miscellaneous	1,675	0	0%	0	0%	0	1,675
0	0	0%	0	0%	O/S - Accounting	12,000	13,200	91%	12,000	100%	13,200	12,000
0	0	0%	0	0%	O/S - Legal	0	80	0%	2,648	0%	160	0
0	0	0%	0	0%	O/S - Other	0	77	0%	77	0%	77	0
1,177	233	505%	152	777%	Payroll Processing Fee	4,574	3,672	125%	3,719	123%	4,009	4,633
38	10	385%	0	0%	Postage/Shipping	136	406	33%	269	50%	560	326
(30)	(30)	100%	0	0%	Tax/Licenses/Fees	(225)	(100)	225%	(486)	46%	(130)	(66)
51	0	0%	0	0%	Travel - Meals	1,475	0	0%	54	2753%	0	1,475
193	443	44%	2,701	7%	Travel - Other	7,702	8,585	90%	12,575	61%	8,687	8,866
0	200	0%	0	0%	Employee Meals	25	2,196	1%	1,395	2%	2,396	74
14,912	13,967	107%	10,693	139%	TOTAL OPERATING EXPENSES	178,060	185,203	96%	173,312	103%	197,717	186,907
(25,704)	(24,674)	104%	(20,491)	125%	EBITDA	(295,737)	(302,257)	98%	(289,025)	102%	(325,478)	(315,600)
5,713	5,601	102%	3,685	155%	Management Fee	64,498	59,695	108%	66,226	97%	65,296	64,498
5,713	5,601	102%	3,685	155%	Management Fees	64,498	59,695	108%	66,226	97%	65,296	64,498
0	154	0%	0	0%	Deprec - Office F,F&E	0	1,694	0%	0	0%	1,848	0
98	98	100%	98	100%	Deprec - Mach & Equip	1,073	1,073	100%	1,073	100%	1,171	746
283	283	100%	283	100%	Deprec - Buildings	3,118	3,118	100%	3,118	100%	3,401	8,659
381	535	71%	381	100%	S/T DEPR. & AMORT	4,191	5,885	71%	4,191	100%	6,420	9,405

The Golf Club at Cypress Head
G & A
For the Eleven Months Ending August 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(31,798)	(30,810)	103%	(24,557)	129%	NET INCOME	(364,426)	(367,837)	99%	(359,442)	101%	(397,194)	(389,503)

The Golf Club at Cypress Head
Marketing
For the Eleven Months Ending August 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
3,238	3,060	106%	3,127	104%	Gross Payroll - Salaried	36,927	33,660	110%	33,825	109%	36,720	39,449
3,238	3,060	106%	3,127	104%	S/T Wages	36,927	33,660	110%	33,825	109%	36,720	39,449
225	234	96%	224	100%	Payroll Tax - FICA	2,652	2,574	103%	2,708	98%	2,808	2,831
0	0	0%	0	0%	Payroll Tax - UC	163	263	62%	339	48%	263	163
25	66	37%	59	42%	Payroll Tax - WC	711	706	101%	872	82%	772	770
412	437	94%	381	108%	Benefits	4,516	4,604	98%	4,031	112%	5,041	5,084
662	737	90%	664	100%	S/T Adders	8,042	8,147	99%	7,951	101%	8,884	8,847
3,899	3,797	103%	3,791	103%	TOTAL PAYROLL	44,969	41,807	108%	41,776	108%	45,604	48,296
					OPERATING EXPENSES							
2,827	527	536%	200	1414%	Advertising & Promotion	18,871	22,838	83%	18,838	100%	23,866	27,288
0	0	0%	0	0%	Miscellaneous	11,616	10,000	116%	41	28646%	10,000	11,616
0	50	0%	0	0%	Travel - Other	402	719	56%	193	209%	820	402
0	0	0%	0	0%	Website Expenses	3,000	5,000	60%	2,100	143%	5,000	3,000
2,827	577	490%	200	1414%	TOTAL OPERATING EXPENSES	33,889	38,557	88%	21,171	160%	39,686	42,306
(6,726)	(4,374)	154%	(3,991)	169%	EBITDA	(78,858)	(80,364)	98%	(62,947)	125%	(85,290)	(90,602)
(6,726)	(4,374)	154%	(3,991)	169%	NET INCOME	(78,858)	(80,364)	98%	(62,947)	125%	(85,290)	(90,602)

The Golf Club at Cypress Head

For the Eleven Months Ending August 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
70,938	70,395	101%	349	20321%	Green Fees & Cart Fees	1,015,864	959,332	106%	714,691	142%	1,023,426	1,016,042
4,292	4,800	89%	51	8499%	Merchandise	50,829	57,681	88%	53,568	95%	61,281	50,954
912	470	194%	367	248%	Other Pro Shop	14,225	10,299	138%	9,598	148%	10,769	14,825
2,426	2,966	82%	0	0%	Range	32,278	32,511	99%	16,885	191%	35,044	32,278
0	0	0%	0	0%	Food and Beverage	0	0	0%	182,967	0%	0	0
0	0	0%	250	0%	Membership Initiation Fees	0	0	0%	250	0%	0	500
2,590	2,644	98%	0	0%	Other Operating Revenues	35,525	33,067	107%	24,901	143%	35,106	35,525
0	0	0%	0	0%	Other G&A Income	0	0	0%	0	0%	0	(866)
81,158	81,275	100%	1,017	7982%	TOTAL REVENUE	1,148,720	1,092,890	105%	1,002,860	115%	1,165,626	1,149,257
					COST OF SALES							
2,324	2,637	88%	137	1699%	Merchandise	34,135	31,695	108%	44,352	77%	33,672	34,326
0	0	0%	0	0%	Food & Beverage	0	0	0%	72,592	0%	0	0
2,324	2,637	88%	137	1699%	TOTAL COGS	34,135	31,695	108%	116,943	29%	33,672	34,326
54.1%	54.9%	98.5%	270.8%	20.0%	COGS - Merchandise %	67.2%	54.9%	122.2%	82.8%	81.1%	54.9%	876.0%
0.0%	0.0%	0.0%	0.0%	0.0%	COGS - Food %	0.0%	0.0%	0.0%	39.8%	0.0%	0.0%	0.0%
					PAYROLL							
27,543	25,496	108%	23,084	119%	Course and Grounds	312,543	277,201	113%	263,957	118%	302,225	339,866
6,061	6,633	91%	0	0%	Carts, Range, Starters, Etc.	74,893	67,050	112%	39,741	188%	73,469	74,893
3,853	4,747	81%	0	0%	Pro Shop	49,181	48,910	101%	33,566	147%	53,508	49,181
0	0	0%	0	0%	Food and Beverage	0	0	0%	94,245	0%	0	0
10,792	10,707	101%	10,048	107%	General and Administrative	117,677	117,054	101%	115,963	101%	127,761	128,326
3,899	3,797	103%	3,791	103%	Marketing	44,969	41,807	108%	41,776	108%	45,604	48,296
52,148	51,380	101%	36,923	141%	TOTAL PAYROLL	599,262	552,022	109%	589,247	102%	602,567	640,563
					OPERATING EXPENSES							
35,491	13,548	262%	24,933	142%	Course and Grounds	208,541	180,662	115%	191,889	109%	194,632	236,803
6,016	6,533	92%	6,618	91%	Carts, Range, Starters, Etc.	74,136	79,545	93%	107,050	69%	85,831	80,451
827	178	465%	967	86%	Pro Shop	9,493	11,135	85%	10,087	94%	11,155	9,493
0	0	0%	0	0%	Food and Beverage	322	0	0%	29,730	1%	0	720
14,912	13,967	107%	10,693	139%	General and Administrative	178,060	185,203	96%	173,312	103%	197,717	186,907
2,827	577	490%	200	1414%	Marketing	33,889	38,557	88%	21,171	160%	39,686	42,306
60,073	34,803	173%	43,412	138%	TOTAL OPERATING EXPENSES	504,442	495,102	102%	533,238	95%	529,021	556,680
114,545	88,820	129%	80,472	142%	TOTAL EXPENSES	1,137,838	1,078,819	105%	1,239,429	92%	1,165,260	1,231,569
(33,386)	(7,545)	442%	(79,455)	42%	EBITDA	10,882	14,071	77%	(236,569)	-5%	366	(82,312)

The Golf Club at Cypress Head

For the Eleven Months Ending August 31, 2016

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(33,386)	(7,545)	442%	(79,455)	42%	EBITDA	10,882	14,071	77%	(236,569)	-5%	366	(82,312)
(5,713)	(5,601)	102%	(3,685)	155%	MANAGEMENT FEES	(64,498)	(59,695)	108%	(66,226)	97%	(65,296)	(64,498)
					OTHER INCOME (EXPENSE)							
(381)	(535)	71%	(381)	100%	Depreciation & Amortization	(4,191)	(5,885)	71%	(4,191)	100%	(6,420)	(9,405)
(381)	(535)	71%	(381)	100%	TOTAL OTHER INCOME (EXPENSE)	(4,191)	(5,885)	71%	(4,191)	100%	(6,420)	(9,405)
(39,480)	(13,681)	289%	(83,521)	47%	NET INCOME	(57,807)	(51,509)	112%	(306,986)	19%	(71,350)	(156,215)
2,421	2,998	81%	0	0%	Paid Rounds	32,956	36,058	91%	25,909	127%	38,507	32,956
579	300	193%	0	0%	Annual Pass Rounds	8,053	4,027	200%	2,970	271%	4,295	8,053
139	291	48%	0	0%	Other Rounds	2,239	2,670	84%	1,772	126%	2,819	2,239
3,139	3,589	87%	0	0%	Total Rounds	43,248	42,755	101%	30,651	141%	45,621	43,248
34	27	124%	0	0%	Revenue/Paid Rounds	35	30	115%	39	90%	30	373
26	23	114%	0	0%	Revenue/Total Rounds	27	26	104%	33	81%	26	287

TRIAL BALANCE SUMMARY FOR 2015

The Golf Club at Cypress Head

General Ledger

Ranges: From: To:
Date: 8/1/2016 8/31/2016
Account: First Last

Sorted By: Account
Include: Posting, Unit
Print Currency In: Functional (Z-US$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	$50,278.11	$78,671.52	$72,767.11	$5,904.41	$56,182.52
	10100-5950-900	Cash - Course Other	$850.00	$0.00	$0.00	$0.00	$850.00
	10120-5950-900	Cash - New Payroll	($2,429.95)	$45,296.98	$43,221.36	$2,075.62	($354.33)
	10180-5950-900	Cash - Pro Shop Bank	$500.00	$0.00	$0.00	$0.00	$500.00
	11160-5950-900	A/R Member	$5,719.24	$300,178.87	$29,322.10	$270,856.77	$276,576.01
	12000-5950-900	Inventory - Merchandise	$14,079.84	$7,134.88	$4,713.68	$2,421.20	$16,501.04
	12180-5950-900	Inventory - Food	$0.00	$33.30	$33.30	$0.00	$0.00
	13020-5950-900	Prepaid Insurance	$14,424.43	$4,249.00	$4,566.55	($317.55)	$14,106.88
	13040-5950-900	Prepaid Exp - Other	$16,095.63	$10,291.85	$12,202.13	($1,910.28)	$14,185.35
	20040-5950-900	Furniture & Fixtures	$9,044.50	$0.00	$0.00	$0.00	$9,044.50
	20100-5950-900	Machinery & Equipment	$15,999.94	$0.00	$0.00	$0.00	$15,999.94
	20160-5950-900	Land	$54,142.76	$0.00	$0.00	$0.00	$54,142.76
	22020-5950-900	Accum. Deprec - Office F,F&E	($9,044.50)	$0.00	$0.00	$0.00	($9,044.50)
	22040-5950-900	Accum. Deprec - Mach & Equip	($12,550.67)	$0.00	$97.55	($97.55)	($12,648.22)
	22080-5950-900	Accum. Deprec - Buildings	($38,343.78)	$0.00	$283.45	($283.45)	($38,627.23)
	30000-5950-900	Accts Pay - Trade	($12,722.37)	$54,350.08	$106,657.40	($52,307.32)	($65,029.69)
	30040-5950-900	Accts Pay - Other	($10,126.12)	$10,144.18	$15,251.03	($5,106.85)	($15,232.97)
	31000-5950-900	Accrued Expenses	($617.74)	$617.74	$5,662.17	($5,044.43)	($5,662.17)
	31020-5950-900	Accrued Payroll	($21,136.96)	$11,601.75	$14,619.78	($3,018.03)	($24,154.99)
	31080-5950-900	Accrued Tips Payable	$0.00	$247.50	$480.00	($232.50)	($232.50)
	31220-5950-900	Accrued Sales Tax	($4,589.62)	$4,589.62	$3,848.36	$741.26	($3,848.36)
	31240-5950-900	Accrued Annual Sales Tax	$0.00	$0.00	$16,688.62	($16,688.62)	($16,688.62)
	31400-5950-900	Accrued City Surcharge	$0.00	$2,589.70	$2,589.70	$0.00	$0.00
	32000-5950-900	Deferred Rev - Rainchecks	($3,445.48)	$441.75	$291.35	$150.40	($3,295.08)
	32020-5950-900	Deferred Rev - Outing Deposits	($2,834.28)	$17,384.00	$16,635.75	$748.25	($2,086.03)
	32040-5950-900	Deferred Rev - Legacy GF Passes	($11,365.16)	$6,864.37	$72,122.70	($65,258.33)	($76,623.49)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	($12,260.00)	$6,130.00	$68,473.00	($62,343.00)	($74,603.00)
	32060-5950-900	Deferred Rev - Gift Certificates	($4,639.14)	$0.00	$0.00	$0.00	($4,639.14)
	32070-5950-900	Deferred Rev - Gift Cards	($18,453.09)	$705.67	$324.50	$381.17	($18,071.92)
	32100-5950-900	Deferred Rev - Credit Books	($15,390.97)	$757.80	$629.38	$128.42	($15,262.55)
	32120-5950-900	Deferred Rev - Trail Fee Pass	($19,320.76)	$9,660.37	$118,853.68	($109,193.31)	($128,514.07)
	32220-5950-900	Deferred Rev - Founders Pass	($191.24)	$95.62	$1,181.79	($1,086.17)	($1,277.41)
	50000-5950-100	Green Fees - Annual Pass	($106,601.07)	$0.00	$11,908.20	($11,908.20)	($118,509.27)
	50040-5950-100	Green Fees - Member	($402,875.45)	$0.00	$25,201.09	($25,201.09)	($428,076.54)
	50070-5950-100	Green Fees - (surcharge)	($32,617.53)	$2,589.70	$5,179.40	($2,589.70)	($35,207.23)
	50500-5950-200	Cart Fee 18	($317,366.40)	$0.00	$21,578.84	($21,578.84)	($338,945.24)
	50520-5950-200	Cart Fee - Annual Trail	($85,465.73)	$0.00	$9,660.37	($9,660.37)	($95,126.10)
	52090-5950-600	Handicap Fee	($4,839.00)	$0.00	$10.00	($10.00)	($4,849.00)
	52150-5950-600	Lessons	($5,943.06)	$0.00	$802.25	($802.25)	($6,745.31)
	52220-5950-600	Other Pro Shop Revenue	($73.61)	$0.00	$0.00	$0.00	($73.61)
	52280-5950-600	Rental Clubs	($2,456.63)	$0.00	$100.00	($100.00)	($2,556.63)
	52310-5950-600	Retail	($46,536.66)	$0.00	$4,292.20	($4,292.20)	($50,828.86)
	53050-5950-220	Range Pass Revenue	($29,851.40)	$0.00	$2,426.14	($2,426.14)	($32,277.54)
	56120-5950-100	City Surcharge R & R	($32,935.25)	$0.00	$2,589.70	($2,589.70)	($35,524.95)
	60000-5950-600	COGS - Merchandise - Accessories	$31,811.44	$4,680.38	$2,356.84	$2,323.54	$34,134.98
	70000-5950-100	Gross Payroll - Salaried	$74,469.19	$13,986.80	$2,570.50	$11,416.30	$85,885.49
	70000-5950-900	Gross Payroll - Salaried	$80,356.61	$12,343.53	$4,044.88	$8,298.65	$88,655.26
	70000-5950-950	Gross Payroll - Salaried	$33,689.64	$3,943.73	$706.16	$3,237.57	$36,927.21
	70010-5950-100	Gross Payroll - Hourly	$156,257.95	$14,848.68	$3,052.01	$11,796.67	$168,054.62
	70010-5950-200	Gross Payroll - Hourly	$61,171.81	$6,772.97	$1,305.76	$5,467.21	$66,639.02
	70010-5950-600	Gross Payroll - Hourly	$40,681.13	$4,426.80	$896.40	$3,530.40	$44,211.53
	71000-5950-100	Payroll Tax - FICA	$16,466.69	$2,038.73	$449.78	$1,588.95	$18,055.64
	71000-5950-200	Payroll Tax - FICA	$4,787.44	$535.59	$104.47	$431.12	$5,218.56
	71000-5950-600	Payroll Tax - FICA	$3,142.41	$347.59	$71.71	$275.88	$3,418.29
	71000-5950-900	Payroll Tax - FICA	$6,787.89	$843.83	$176.93	$666.90	$7,454.79
	71000-5950-950	Payroll Tax - FICA	$2,426.47	$281.60	$56.49	$225.11	$2,651.58
	71010-5950-100	Payroll Tax - UC	$2,589.02	$96.71	$0.00	$96.71	$2,685.73

TRIAL BALANCE SUMMARY FOR 2015

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	71010-5950-200	Payroll Tax - UC	$1,503.55	$107.26	$0.00	$107.26	$1,610.81
	71010-5950-600	Payroll Tax - UC	$682.33	$21.82	$0.00	$21.82	$704.15
	71010-5950-900	Payroll Tax - UC	$344.12	$0.00	$0.00	$0.00	$344.12
	71010-5950-950	Payroll Tax - UC	$162.62	$0.00	$0.00	$0.00	$162.62
	71020-5950-100	Payroll Tax - WC	$4,889.54	$161.88	$0.00	$161.88	$5,051.42
	71020-5950-200	Payroll Tax - WC	$1,280.43	$43.25	$0.00	$43.25	$1,323.68
	71020-5950-600	Payroll Tax - WC	$821.65	$25.11	$0.00	$25.11	$846.76
	71020-5950-900	Payroll Tax - WC	$2,141.25	$76.96	$0.00	$76.96	$2,218.21
	71020-5950-950	Payroll Tax - WC	$686.51	$24.57	$0.00	$24.57	$711.08
	71030-5950-100	Benefits	$30,327.63	$4,781.29	$2,299.30	$2,481.99	$32,809.62
	71030-5950-200	Benefits	$88.69	$63.03	$50.70	$12.33	$101.02
	71030-5950-900	Benefits	$17,254.43	$3,460.58	$1,710.69	$1,749.89	$19,004.32
	71030-5950-950	Benefits	$4,104.58	$636.37	$224.54	$411.83	$4,516.41
	80110-5950-200	Cart Supplies	$1,159.83	$0.00	$0.00	$0.00	$1,159.83
	80170-5950-100	Course Accessories	$2,122.84	$0.00	$0.00	$0.00	$2,122.84
	80230-5950-100	Fertilizer	$20,932.89	$7,514.03	$0.00	$7,514.03	$28,446.92
	80250-5950-100	Flowers/Decor	$606.96	$0.00	$0.00	$0.00	$606.96
	80270-5950-100	Fuel	$8,030.61	$912.36	$0.00	$912.36	$8,942.97
	80280-5950-100	Fungicides	$2,204.22	$2,349.06	$0.00	$2,349.06	$4,553.28
	80320-5950-100	Herbicides	$12,281.22	$3,248.76	$0.00	$3,248.76	$15,529.98
	80370-5950-100	Insecticides	$7,557.33	$5,105.71	$0.00	$5,105.71	$12,663.04
	80380-5950-900	Janitorial Supplies	$3,521.02	$245.24	$0.00	$245.24	$3,766.26
	80420-5950-900	Laundry/Uniforms	$69.21	$72.60	$0.00	$72.60	$141.81
	80520-5950-600	Office Supplies	$739.46	$0.00	$0.00	$0.00	$739.46
	80520-5950-900	Office Supplies	$3,117.42	$248.83	$27.90	$220.93	$3,338.35
	80610-5950-220	Range Balls	$2,550.00	$0.00	$0.00	$0.00	$2,550.00
	80620-5950-220	Range Equipment	$1,258.00	$0.00	$0.00	$0.00	$1,258.00
	80630-5950-220	Range Expenses	$23.15	$0.00	$0.00	$0.00	$23.15
	80690-5950-100	Sand/Topdress	$7,655.31	$0.00	$0.00	$0.00	$7,655.31
	80710-5950-100	Seeds/Trees	$3,468.51	$0.00	$0.00	$0.00	$3,468.51
	80730-5950-100	Small Tools	$55.30	$0.00	$0.00	$0.00	$55.30
	80770-5950-100	Staff/Volunteer Uniforms	$0.00	$41.35	$0.00	$41.35	$41.35
	80780-5950-600	Supplies	$1,489.13	$0.00	$0.00	$0.00	$1,489.13
	80810-5950-600	Tournament Expense	$909.70	$10,255.86	$10,006.36	$249.50	$1,159.20
	81010-5950-900	Alarm System	$1,803.50	$293.75	$0.00	$293.75	$2,097.25
	81090-5950-200	Cart Repairs	$1,031.95	$0.00	$0.00	$0.00	$1,031.95
	81130-5950-900	Computer Service	$2,792.92	$148.80	$0.00	$148.80	$2,941.72
	81140-5950-900	Contract Cleaning	$130.00	$0.00	$0.00	$0.00	$130.00
	81200-5950-900	Guest Relations	$134.55	$0.00	$0.00	$0.00	$134.55
	81220-5950-600	Handicap Expense	$4,417.00	$507.00	$0.00	$507.00	$4,924.00
	81250-5950-100	Irrigation	$4,703.83	$474.30	$0.00	$474.30	$5,178.13
	81270-5950-600	Lesson Expense	$1,080.05	$152.64	$82.00	$70.64	$1,150.69
	81350-5950-100	Repair & Maint - Equipment	$21,808.03	$3,182.08	$0.00	$3,182.08	$24,990.11
	81350-5950-540	Repair & Maint - Equipment	$78.90	$0.00	$0.00	$0.00	$78.90
	81350-5950-900	Repair & Maint - Equipment	$479.45	$0.00	$0.00	$0.00	$479.45
	81360-5950-100	Repair & Maint - Building	$270.00	$0.00	$0.00	$0.00	$270.00
	81360-5950-600	Repair & Maint - Building	$30.88	$0.00	$0.00	$0.00	$30.88
	81360-5950-900	Repair & Maint - Building	$2,782.20	$0.00	$0.00	$0.00	$2,782.20
	82000-5950-200	Cart Lease	$53,556.35	$5,355.67	$0.00	$5,355.67	$58,912.02
	82020-5950-100	Equipment Lease	$45,116.35	$4,511.67	$0.00	$4,511.67	$49,628.02
	82060-5950-900	Off-Site Storage	$1,716.80	$168.00	$0.00	$168.00	$1,884.80
	83000-5950-100	Utlities - Electric	$2,040.85	$245.06	$0.00	$245.06	$2,285.91
	83000-5950-200	Utilities - Electric	$8,541.05	$660.10	$0.00	$660.10	$9,201.15
	83020-5950-100	Utlities - Other	$18,114.04	$2,342.05	$0.00	$2,342.05	$20,456.09
	83020-5950-900	Utilities - Other	$22,013.52	$2,588.84	$0.00	$2,588.84	$24,602.36
	83030-5950-100	Utlities - Telephone/Fax	$1,009.45	$100.77	$0.00	$100.77	$1,110.22
	83030-5950-900	Utilities - Telephone/Fax	$1,215.56	$139.27	$0.00	$139.27	$1,354.83
	83050-5950-100	Utlities - Water	$2,681.96	$243.77	$0.00	$243.77	$2,925.73
	84030-5950-950	Adv/Promo - Local/Regional Print	$1,322.00	$0.00	$0.00	$0.00	$1,322.00
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	$13,980.16	$2,827.28	$0.00	$2,827.28	$16,807.44
	84050-5950-950	Adv/Promo - Newsletter	$214.35	$0.00	$0.00	$0.00	$214.35
	84110-5950-950	Adv/Promo - Website	$527.00	$0.00	$0.00	$0.00	$527.00
	85020-5950-900	Bank Charges	$2,069.53	$279.53	$0.00	$279.53	$2,349.06

TRIAL BALANCE SUMMARY FOR 2015

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	85050-5950-540	Cash Short/(Over)	$137.02	$0.00	$0.00	$0.00	$137.02
	85050-5950-900	Cash Short/(Over)	($646.81)	$316.53	$209.71	$106.82	($539.99)
	85060-5950-900	Cell Phone	$1,825.00	$200.00	$0.00	$200.00	$2,025.00
	85070-5950-900	City Surcharge R & R	$32,935.25	$2,589.70	$0.00	$2,589.70	$35,524.95
	85110-5950-900	Copier/Photocopies	$657.68	$0.00	$0.00	$0.00	$657.68
	85120-5950-900	Credit Card Discounts	$21,092.06	$1,177.21	$0.00	$1,177.21	$22,269.27
	85140-5950-900	Donations	$164.05	$0.00	$0.00	$0.00	$164.05
	85150-5950-900	Dues & Subscriptions	$609.00	$0.00	$0.00	$0.00	$609.00
	85190-5950-100	Employee Relations	$512.60	$29.00	$0.00	$29.00	$541.60
	85190-5950-900	Employee Relations	$999.14	$800.05	$149.82	$650.23	$1,649.37
	85200-5950-100	Employee Testing	$206.20	$58.00	$0.00	$58.00	$264.20
	85280-5950-900	Insurance Expense	$37,285.83	$4,566.55	$0.00	$4,566.55	$41,852.38
	85320-5950-900	Member Relations	$131.18	$299.64	$299.64	$0.00	$131.18
	85330-5950-900	Messenger Service - Fedex	$317.58	$35.41	$0.00	$35.41	$352.99
	85340-5950-900	Miscellaneous	$1,674.92	$0.00	$0.00	$0.00	$1,674.92
	85340-5950-950	Miscellaneous	$11,616.12	$0.00	$0.00	$0.00	$11,616.12
	85390-5950-900	O/S - Accounting	$12,000.00	$0.00	$0.00	$0.00	$12,000.00
	85430-5950-100	O/S - Other	$9,872.04	$5,132.77	$0.00	$5,132.77	$15,004.81
	85480-5950-900	Payroll Processing Fee	$3,397.16	$1,176.67	$0.00	$1,176.67	$4,573.83
	85490-5950-900	Postage/Shipping	$97.20	$38.45	$0.00	$38.45	$135.65
	85610-5950-900	Tax/Licenses/Fees	($195.00)	$0.00	$30.00	($30.00)	($225.00)
	85660-5950-540	Loss/Theft	$105.82	$0.00	$0.00	$0.00	$105.82
	85710-5950-900	Travel - Meals	$1,423.98	$50.76	$0.00	$50.76	$1,474.74
	85720-5950-100	Travel - Other	$1,800.00	$0.00	$0.00	$0.00	$1,800.00
	85720-5950-900	Travel - Other	$7,509.20	$192.94	$0.00	$192.94	$7,702.14
	85720-5950-950	Travel - Other	$402.34	$0.00	$0.00	$0.00	$402.34
	85730-5950-950	Website Expenses	$3,000.00	$0.00	$0.00	$0.00	$3,000.00
	89020-5950-900	Employee Meals	$25.00	$0.00	$0.00	$0.00	$25.00
	90000-5950-900	Management Fee	$58,785.25	$5,712.85	$0.00	$5,712.85	$64,498.10
	98020-5950-900	Deprec - Mach & Equip	$975.50	$97.55	$0.00	$97.55	$1,073.05
	98040-5950-900	Deprec - Buildings	$2,834.50	$283.45	$0.00	$283.45	$3,117.95
	RCMWD-5950-100	Rounds - Complimentary - Weekday	9,981.00	66.00	0.00	66.00	10,047.00
	REMWD-5950-100	Rounds - Employee - Weekday	16,388.00	73.00	0.00	73.00	16,461.00
	RMBWD-5950-100	Rounds - Member - Weekday	55,521.00	579.00	0.00	579.00	56,100.00
	RPKWD-5950-100	Rounds - Peak - Weekday	297,798.00	2,421.00	0.00	2,421.00	300,219.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00

	Accounts	Beginning Balance	Debit	Credit	Net Change	Ending Balance
Grand Totals:	**156**	**$0.00**	**$726,147.22**	**$726,147.22**	**$0.00**	**$0.00**

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August 20th, 2016

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

Dear Ms. Fenwick,

The following is the financial and operational summary report for August 2016 at Cypress Head Golf Club.

FINANCIAL SUMMARY FOR MONTH ENDING August 2016									
	Current				Year to Date				
Revenue	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget	
Green Fees	$ 39,699	$ 41,112	$ (1,413)		$ 581,793	$ 565,741	$ 425,976	$ 16,052	
Cart Fees	$ 31,239	$ 29,283	$ 1,956		$ 434,071	$ 393,591	$ 288,715	$ 40,480	
Range	$ 2,426	$ 2,966	$ (540)		$ 32,278	$ 32,511	$ 16,885	$ (233)	
Pro- Shop Revenues	$ 5,204	$ 5,270	$ (66)		$ 65,054	$ 67,980	$ 63,166	$ (2,926)	
City Surcharge R/R	$ 2,590	$ 2,644	$ (54)		$ 35,525	$ 33,067	$ 24,901	$ 2,458	
Total Revenue	**$ 81,158**	**$ 81,275**	**$ (117)**		**$ 1,148,721**	**$ 1,092,890**	**$ 819,643**	**$ 55,831**	
Cost of Sales	$ 2,324	$ 2,637	$ (313)		$ 34,135	$ 31,695	$ 44,352	$ 2,440	
Merchandise	$ 2,324	$ 2,637	$ (313)	54%	$ 34,135	$ 31,695	$ 44,352	$ 2,440	68%
Gross Margin	**$ 78,834**	**$ 78,638**	**$ 196**		**$ 1,114,586**	**$ 1,061,195**	**$ 775,291**	**$ 53,391**	
Total Payroll	$ 52,148	$ 51,380	$ 768		$ 599,262	$ 552,022	$ 495,002	$ 47,240	
Total Operating Expenses	$ 60,073	$ 34,803	$ 25,270		$ 504,442	$ 495,102	$ 503,508	$ 9,340	
Net Operating Income	$ (33,387)	$ (7,545)	$ (25,842)		$ 10,882	$ 14,071	$ (223,219)	$ (3,189)	
Other Expenses	$ 6,094	$ 6,136	$ (42)		$ 68,687	$ 65,580	$ 66,417	$ 3,107	
Management Fee	$ 5,713	$ 5,601	$ 112		$ 64,496	$ 59,695	$ 62,226	$ 4,801	
Interest Expense	$ -		$ -					$ -	
Depreciation	$ 381	$ 535	$ 545		$ 4,191	$ 5,885	$ 4,191	$ (1,694)	
Net Cash From Ops	$ (39,481)	$ (13,681)	$ (25,800)		$ (57,805)	$ (51,509)	$ (289,636)	$ (6,296)	
Rounds									
Total Rounds	3,139	3,589	(450)		43,248	42,755	30,651	493	
Avg. Green Fee/Cart Fee	$22.60	$19.61	$ 2.98		$23.49	$22.44	$23.32	$ 1.05	
Avg. Merchandise/round	$1.66	$1.47	$ 0.19		$1.50	$1.59	$2.06	$ (0.09)	

Food & Beverage totals have been removed from 14/15 Actuals in Total Revenues and Payroll expenses to properly reflect comparisons to fiscal year 2015/2016.

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Overview:

The month of August has been challenging for everyone here at Cypress Head Golf Course. We began the month having drought conditions due to lack of rainfall and ended with Hurricane Hermine creating excessive precipitation for multiple days.

Total revenues for the month matched the budgeted numbers; however the operating expenses was over budget due to a combination of reasons. Following recommendations by Golf maintenance solutions, an Independent Agronomy consultant hired by Cypress Head, we updated a fertilization plan to increase the health of the plant roots. An insecticide plan was also increased to combat the high level of mole crickets as well as an herbicide plan to control goose grass and crabgrass.

An Aerification was also performed on the teeing areas and greens at the end of the month and unfortunately the rain restricted proper distribution of the top dressing sand. This did have an effect on the putting surfaces which was commented on by several of our homeowners.

There was also a change in the mowing pattern that did affect the growth of the rough areas and created some concerns by several of the local membership. I am pleased to announce that all areas of concerns have been addressed by our team and the plan to correct all issues has already been instituted.

Key Performance Highlights:

- Total revenues for the year to date are over the proposed budget by 4.9% for a total of $55,830. The operating expenses year to date is 1.9% over the proposed budget by $9,340. We were able to host over 43,248 rounds for the year to date.

- The month of August has been very challenging in regards to operating expenses. The majority of the expenses were all related to course agronomy including fertilizer, insecticides, herbicides and fungicides necessary for course conditioning. There were also expenses related to outside services for aerification of the teeing areas and greens as well as some unexpected repairs and maintenance on equipment.

- The staff at Cypress Head Golf Course continues to offer lesson packages for beginners as well as advanced players. Ladies & juniors clinics will also be offered to continue bringing new players to Cypress Head golf course to help serve the community and allow them to experience all that the club has to offer.

- We hosted the last junior summer camp at the beginning of August and the program was well attended. These camps were designed to bring the young golfers to Cypress Head and teach them the fundamentals of the golf game which includes driving, chipping, putting, sand play and etiquette. We have been pleased with the attendance of the classes during the summer sessions and the participants have been excited about learning and making new friends. We plan on hosting mini camps during the next few months during school breaks.

- Our after work golf leagues continue to play regularly in the evenings and they will be winding down their season as the fall approaches due to daylight restrictions. We have been pleased to host the Raydon league, The Hodak league, The Teed-off golfer league and the Chamber of Commerce league. These groups have been well attended and they have enjoyed the camaraderie of playing here at Cypress Head.

- Ms. Reggie Hunter, our Director of Sales & Marketing, continues to work diligently in promoting to all groups and outings that play at Cypress Head, that this is the best place to host their event. We continue to receive a tremendous amount of positive publicity throughout Port Orange and Volusia County which has been generated by all the guests who are either playing golf, taking lessons, practicing at our range or enjoying the new menus from the Tavern restaurant.

Recognition and Awards:

- Cypress Head was voted the best golf course in Volusia County by the News Journal Reader's choice awards for the seventh straight year. We also received the award for best golf course pro shop for this year as well. These awards were attained as a direct result of offering outstanding customer service and excellent course conditioning.

- The Hometown news has also voted us the best golf course and pro shop in their publication area.

- The awards ceremony and recognition in both publications is scheduled for September.

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R&R Projects pending:

- There were no R & R projects outlined for the month of August.
- The parking area was completely resurfaced during the month of August.

Tee Sheet Activity:

- We had 2421 paid rounds for the month as well as 579 Annual and Cypress Pass member rounds. The rounds for the month included 2,430 eighteen hole rounds and 650 nine hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices to increase the number of potential players.

August 2016 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	**2421**	**2998**	**0**	**32956**	**25909**
Annual	579	300	0	8053	2970
Other rounds	139	291	0	2239	1772
Total Rounds	**3139**	**3589**	**0**	**43248**	**30651**

Departmental Summaries:

Course & Grounds/Range

- Jason Chennault, has assumed the duties and responsibilities of the head superintendent and we will be working with him closely regarding cultural plans for the golf course as well as training the new staff members on the maintenance team. He has been involved with maintaining and building golf courses all over the world and we are excited to have him as a part of the Cypress Head team.

- The maintenance team has been challenged for the month of August due to a large infestation of mole crickets, heavy weed pressure and issues with regular mowing patterns. Our team is working to correct all current situations and we will be prepared for the upcoming fall season.

- The weather continued to be an issue during the month of August since we continued to experience record breaking heat indexes in the hundreds as well as experiencing the effects of Hurricane Hermine.

- The range continues to be a benefit to all players improving their skills due to the much improved drainage as a result of the renovations. The practice facility is available from early morning until dusk and a new chipping practice area is being finished to enhance the overall experience for the golfers.

Golf Shop/Carts

- As previously mentioned, we received the award for the best golf shop in Volusia County. We are receiving new merchandise on a regular basis to help enhance the professional nature of the golf shop and increase merchandise sales. Vendors include Footjoy, Titleist, Callaway, Bridgestone, Page & Tuttle, Nancy Lopez, Bermuda Sands, Ahead headwear and St Andrews products. We continue to hold weekly specials promoting different manufacturers to compete with the large box stores locally. We had over $429.00 in gift card sales for the month as well as over $4,289.00 in pro-shop sales.

- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage as well as proper watering of all batteries to protect all warranties associated with the new fleet. In addition to the monthly process our carts are inspected daily for any damage which may have occurred during normal play. We continue to be committed to providing quality carts for the enjoyment of all our players.

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Marketing and Sales:

- The Sales & Marketing director has been very busy responding to all guest inquiries and she has booked multiple events for the month of September and October. Ms. Hunter continues her involvement with the POSD Chamber, POSD Ambassadors program, Daytona Beach Chamber, SEV Chamber and the POSD Rotary club promoting the course as well as keeping Cypress Head “Top of Mind” in the local community.

- During the month of August we hosted the Heston charity event, SCHS Lady Hawks volleyball fundraiser, The Doan group from Titusville and The Florida Council on Crime and Delinquency golf tournaments. These events helped to increase the awareness that Cypress Head is the location that all groups should host their tournaments and charity fundraisers.

- We are continuing our involvement with Daytona CVB, Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.

- We continue to maintain our database of emails with over 9500 unique e-mail addresses. The golf team continues to register player profiles including residency, phone numbers and proper classifications of all players. This process will allow us an opportunity to offer promotions to our database to experience all that Cypress Head has to offer.

- The team continues to be very active on social media including Facebook, Twitter and email blasts promoting all the events and programs offered at Cypress Head.

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Mindshare Reviews and Comments:

Report run: 9/19/2016 9:03 AM MDT
Data current as of: 9/19/2016 9:03 AM MDT

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REPORT CRITERIA	
Date of Survey	8/1/16 - 8/31/16
Select level:	Cypress Head

Number of Surveys: 42

	#	Zip Code	Date Golfed	Date of Survey	Tee Time	Overall Rating	Service Rating	Course Rating	Food Rating	Recommend Rating	NPS	Overall Rating w/o F&B	Comments
Totals						8.8	9.1	8.4	7.3	9.2	76.2	8.9	
Cypress Head						8.8	9.1	8.4	7.3	9.2	76.2	8.9	
Golf						8.8	9.1	8.4	7.3	9.2	76.2	8.9	

- There were over 600 questionnaires mailed out to players during the month with an overall rating for the golf course receiving an 8.8. We also received a recommended rating of 9.2 and our service rating is at 9.1. The majority of the comments are directly related to customer service and some were related to conditioning of the golf course.

- Our recommended rating index has maintained a 9.2 level as we continue to assist all players by helping them to enjoy their experience here at Cypress Head. There were some reviews that had constructive ideas to help us improve in some areas which we will evaluate as a team. The comments returned by the players in this avenue are useful tools in helping our maintenance and golf staff team improve. We also review all negative comments and they are discussed by our team and if required we will contact the individual to help us better understand their concerns. Players also have access to a suggestion box which is located at the clubhouse near the Men's and Ladies bulletin boards.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource.

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Summary:

- The entire team here at Cypress Head is continuing our community outreach by assisting with the Spruce Creek High School boys and girls golf teams as well as the Atlantic High boys golf team. They continue to practice at Cypress Head and we offer them complimentary range balls and practice rounds to improve their skills for competition.

- During the month of September we will begin selling the Cypress Pass which is a program that will cover green fees for players on an annual basis at Cypress Head. This program was well received last year and we fully expect it to be successful again this year.

- We have several local charity tournaments already planned for the Month of September and October. The highlight for September will be the Daytona Beach Chamber of Commerce event and we are expecting a large turnout.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/04/2016

Consent item: No

SUBJECT: Citizen request to reduce the work without permit late fee for a fence at 5930 Park Ridge Circle

DEPARTMENT: Community Development

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to deny the request to reduce the late fee for work without a permit.

SUMMARY: At the September 20, 2016 City Council meeting, Mr. Roger Thompson appeared before Council to request a waiver of the $500 late fee for installing a fence without a permit. Code Enforcement staff received a complaint in late July that a fence had been installed at 5930 Park Ridge Circle without a permit and that the more aesthetically attractive side of the fence was placed inward and not on the outside as required by Code. There are no records of any prior code violations at this property.

Within a week of Code Enforcement notification, Mr. Thompson applied for a permit and paid the base fee of $55.10 and the late fee of $500. The permit was issued in early August. However, as of September 23, the fence is still not in compliance because the more aesthetically attractive side still faces inwards.

Penalty or Late Fees are established in Code of Ordinances Section 14-48 and the penalty for commencing work before submitting an application for a permit as described in Resolution 11-19 is $500 or double the applicable permit fee whichever is greater. The fee for a fence permit varies by the amount of linear feet of fence installed, beginning at a base of $30 for 100 linear feet, but is typically below $500. Therefore, the late fee for installing a fence prior to submitting a permit application is usually $500.

City Council discussed permit late fees in 2009 and 2011 related to similar circumstances of appeals to have the fee lowered or waived after Code Enforcement action for beginning work without a permit. In both of the prior discussions, Council considered the cost to a homeowner in relation to the relatively smaller permit fees and the value of the penalty fee as an effective deterrent to violations and elected to maintain the late fee at $500 or twice the permit fee.

Project No.:	Funding Account No.:

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 09/21/2016
Wayne Clark	Approved - 09/26/2016
M. Jake Johansson	Approved - 09/29/2016
Robin Fenwick	Final Approval - 09/29/2016

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **10/04/2016**

Consent item: No

SUBJECT: Citizen request for utility lien reduction - 3896 Esplanade Ave.

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

SUMMARY: In May 2014 a lien was placed on 3896 Esplande Ave in the amount of $130.92. Through August 24, 2016 charges associated with this property increased to $1,576.35. Of this amount, $1,362.66 was for availability fees, $90.00 was for late fees, $60.19 was for penalties and $63.50 was related to the lien.
After Mr. Roux purchased the property, he became aware of the increase in the lien. He has made a partial payment on his account and is requesting Council consideration of a reduction.

The Legal Department has reviewed the lien history. The lien is valid and enforceable. The lien was not foreclosed, as utility liens are superior to the foreclosure process in order to maintain the bond covenants for public utility systems. The bidder at the foreclosure sale has not provided any evidence of title research or examination prior to bidding at the sale. The public records law and public recording data enables the buyer to be informed prior to bidding and consequent expenditures. The city does not have evidence of the bidder's request for an estoppel immediately prior to or in proximity prior to the time of the sale. The sale was on or about August 12 and the subsequent estoppel request was August 23, 2016. The city provides estoppel information within 48 hours upon proper application for the sum of $50.00..

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	3896 Esplanade Account Summary	3896 ESPLANADE AVE for Council.pdf
2.	3896 Esplanade Estoppel Letter 8-25-16	3896 Esplande Estoppel Letter 8-25-16.pdf
3.	3896 Esplanade Lien May 2014	3896 Esplanade Claim of Lien 5-2014.pdf

Tracey Riehm Created/Initiated - 09/27/2016

Tracey Riehm	Approved - 09/28/2016
M. Jake Johansson	Approved - 09/29/2016
Robin Fenwick	Final Approval - 09/29/2016

Location ID- 37394
Address- 3896 Esplanade Ave

Bill Date	Avalibilty Fees	Late Fees	Penalties	LEIN ADMIN CHARGE	LIEN FEE	Payments	
2/20/2014	$44.60	$0.00	$0.00				
3/20/2014	$43.07	$0.00	$0.00				
4/17/2014	$43.25	$0.00	$0.00				
5/22/2014	$43.25	$0.00	$0.00	$35.00	$28.50		
6/19/2014	$43.25	$0.00	$0.00				
7/17/2014	$43.25	$0.00	$0.00				
8/14/2014	$43.25	$0.00	$0.00				
9/18/2014	$43.25	$0.00	$0.00				
10/16/2014	$43.25	$0.00	$0.00				
11/20/2014	$43.25	$0.00	$0.00				
12/26/2014	$43.25	$0.00	$0.00				
1/29/2015	$43.25	$0.00	$0.00				
2/26/2015	$43.25	$0.00	$0.00				
3/26/2015	$43.25	$0.00	$0.00				
4/23/2015	$44.47	$0.00	$0.00				
5/28/2015	$44.47	$0.00	$0.00				
6/25/2015	$44.47	$0.00	$0.00				
7/23/2015	$44.47	$0.00	$0.00				
8/25/2015	$44.47	$0.00	$0.00				
9/23/2016	$44.47	$0.00	$0.00				
10/22/2015	$44.47	$0.00	$0.00				
11/24/2015	$44.47	$0.00	$0.00				
12/23/2015	$44.47	$10.00	$0.00				
1/21/2016	$44.47	$10.00	$0.00				
2/22/2016	$44.47	$10.00	$0.00				
3/22/2016	$44.47	$10.00	$11.15				
4/21/2016	$44.47	$10.00	$11.59				
5/24/2016	$44.47	$10.00	$12.04				
6/23/2016	$44.47	$10.00	$12.48				
7/21/2016	$44.47	$10.00	$12.93				
8/24/2016	$44.47	$10.00	$0.00				**SUBTOTAL**
Subtotal	**$1,362.66**	**$90.00**	**$60.19**	**$35.00**	**$28.50**	**$0.00**	**$1,576.35**
8/26/2016						-$788.17	
9/27/2016	$39.75	$40.00					
							GRAND TOTAL
TOTAL	**$1,402.41**	**$130.00**	**$60.19**	**$35.00**	**$28.50**	**-$788.17**	**$867.93**

CITY OF PORT ORANGE ESTOPPEL LETTER

TITLE CO./RESIDENT NAME/FAX #: Michel LeRoux
PROPERTY ADDRESS: 3896 Esplanade Avenue
PROPERTY OWNER:
PARCEL NUMBER: 6318-05-00-1190

Refer to the following for any liens and/or outstanding charges against the above named property:

TYPE OF FINES/LIENS	ACCOUNT #/CUST ID #	PER DIEM (if applicable)	AMOUNT DUE
Unpaid Utility Charges: (Include: Water/Sewer/Solid Waste/Drainage)	133347-37394		
Utility Lien	Book 6988 Page 849	$ 1.42	$ 1,603.33
Lot Mowing Lien – LML	Book ____ Page ____	$ ----	None
False Alarm Lien - FAL	Book ____ Page ____	$ ----	None
Code Enforcement Lien:	Book ____ Page ____	$ ----	None
Code Enforcement Cases Pending Utility Impact/Connection Chgs			None
Building Permit Charges, Outstanding (Fire, Parks, Transportation) Impact Fees, Connection Chgs		$ ----	None
Other/Pymt Code ____			----

Total Per Diem (to be added to the "Total Due" if paid beyond 10 days from date of this letter) $ 1.42

TOTAL DUE (if payment received by City within ten (10) days from date of this letter) $ 1,603.33

The above charges include late fees, interest, lien filing fees, release fees, and per diem fees. **This letter is valid if the "TOTAL DUE" is received by the City within ten (10) days from the date of this letter.** The property shall be subject to additional charges after ten (10) days from the date of this letter based upon per diem, if applicable, additional usage and/or availability fees. ****THIS IS NOT A FINAL BILL.****

CITY CLERK'S OFFICE PREPARES ESTOPPEL LETTERS – INQUIRIES & REQUESTS:

INQUIRIES – CALL CITY CLERK'S OFFICE PHONE # (386) 506-5563
FAX ESTOPPEL LETTER REQUESTS FAX # (386) 756-5290

ESTOPPEL LETTER PREPARATION FEE PAYABLE TO: CITY OF PORT ORANGE

X $25.00 FOR 5 BUSINESS DAYS TURNAROUND; OR ____ $50.00 FOR 48 HOUR TURNAROUND
(FEE PAYABLE IN ADVANCE TO: ATTN: CITY CLERK'S OFFICE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129)

Date received: 8/23/16 Check #: N/A CC Payment: Paid Staff: KEM

MAKE "TOTAL DUE" AMOUNT PAYABLE TO: CITY OF PORT ORANGE

MAIL OR DELIVER PAYMENTS TO: CITY OF PORT ORANGE - ATTN: CUSTOMER SERVICE
1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129
ATTN: Parcel No. 6318-05-00-1190

City Employee Name: *Kelly McQuillen* Date 8/25/16

Revised 5.7.2015

CITY OF PORT ORANGE

CITY CLERK'S OFFICE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5563
FAX (386) 756-5290
www.port-orange.org

REQUEST FOR LIEN SEARCH (Estoppel Letter)

Date: 8/23/2016

Expedited/Rush Service: ☐ **$50.00** per Parcel Number in (2) business days

Regular Service: ☒ **$25.00** per Parcel Number (**5**) to (**7**) business days

Update: ☐ **FREE** to original requestor within 30 days of initial request

☐ Will be sending check ☐ Please call for Credit Card

Requestor's Name/Company Name: MICHEL LE ROUX / ATEMA

Address: 3896 ESPLANADE AVE

City: PORT ORANGE State: FL Zip Code: 32174

Phone: (386) _____ ~~Fax: (~~) 3073295

Email Address: MICHELLEROUX73@HOTMAIL.COM

Property requesting lien search for:

Owner(s) Name: MICHEL LE ROUX / ATEMA.

Property Address: 3896 ESPLANADE AV PO 32129

Parcel ID Number: 6318-05-00-1190

Searches include all outstar
Building Permit Charges, Coc
City of Port Orange.

CITY OF PORT ORANGE H/
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

08/23/2016 11:25:4
Merchant ID: 000000000499495
Terminal ID: 04372405
825175950880

CREDIT CARD
VISA SALE

CARD # XXXXXXXXXXXX2357
INVOICE 0001
Batch #: 000755
Approval Code: 094899G
Entry Method: Manual
Mode: Online
Tax Amount: $0.00
Avs Code: NYZ

SALE AMOUNT $25.00

I agree to pay above total amount according to card issuer agreement. (Merchant agreement if Credit Voucher)

X _____

MERCHANT COPY

3896 Esplanade Ave

PREPARED: 8/24/16 ACCOUNT BILLING HISTORY PAGE: 1

PROGRAM UT476L DETAILS

City of Port Orange

CUSTOMER: 133347 KRALICEK, PETR
135 E CHURCH ST
DELAND FL 327244323

LOCATION: 37394 3896 ESPLANADE AVE

BALANCE: 1576.35

CYCLE/ROUTE: 04-29

STATUS: S

BUDGET TRANSACTIONS (*)

******TRANSACTION****** DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	BILLED CONSUMPTION	TOTAL BILL AMOUNT
8/23/16	BIL	E CYC BILL	1521.88			1576.35
		PUBLIC SERVICE TAX		1.87		
	BF	BACKFLOW FEE		2.92		
	EG	ENERGY GARBAGE VAC		.78		
	GA	GARBAGE/RECYCLING		8.55		
	MR	METERED RECLAIMED		8.75		
	SW	SEWER		11.70		
	WA	WATER		9.90		
		Late Charge		10.00		
		TOTAL ACTUAL CHGS		54.47		
7/20/16	BIL	E CYC BILL	1454.48			1521.88
		PUBLIC SERVICE TAX		1.87		
	BF	BACKFLOW FEE		2.92		
	EG	ENERGY GARBAGE VAC		.78		
	GA	GARBAGE/RECYCLING		8.55		
	MR	METERED RECLAIMED		8.75		
	SW	SEWER		11.70		
	WA	WATER		9.90		
		Late Charge		10.00		
		PENALTY		12.93		
		TOTAL ACTUAL CHGS		67.40		
6/22/16	BIL	E CYC BILL	1387.53			1454.48
		PUBLIC SERVICE TAX		1.87		
	BF	BACKFLOW FEE		2.92		
	EG	ENERGY GARBAGE VAC		.78		
	GA	GARBAGE/RECYCLING		8.55		
	MR	METERED RECLAIMED		8.75		
	SW	SEWER		11.70		
	WA	WATER		9.90		
		Late Charge		10.00		
		PENALTY		12.48		
		TOTAL ACTUAL CHGS		66.95		
5/23/16	BIL	E CYC BILL	1321.02			1387.53
		PUBLIC SERVICE TAX		1.87		
	BF	BACKFLOW FEE		2.92		
	EG	ENERGY GARBAGE VAC		.78		
	GA	GARBAGE/RECYCLING		8.55		
	MR	METERED RECLAIMED		8.75		

******TRANSACTION****** DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	BILLED CONSUMPTION	TOTAL BILL AMOUNT

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---------------------------------------------------------------------------
          SW SEWER                                  11.70
          WA WATER                                   9.90
             Late Charge                            10.00
             PENALTY                                12.04
                    TOTAL ACTUAL CHGS               66.51
*****************************************************************************
 4/20/16 BIL E CYC BILL                1254.96                          1321.02
             PUBLIC SERVICE TAX                      1.87
          BF BACKFLOW FEE                            2.92
          EG ENERGY GARBAGE VAC                       .78
          GA GARBAGE/RECYCLING                       8.55
          MR METERED RECLAIMED                       8.75
          SW SEWER                                  11.70
          WA WATER                                   9.90
             Late Charge                            10.00
             PENALTY                                11.59
                    TOTAL ACTUAL CHGS               66.06
*****************************************************************************
 3/21/16 BIL CYCLE BILL                1189.34                          1254.96
             PUBLIC SERVICE TAX                      1.87
          BF BACKFLOW FEE                            2.92
          EG ENERGY GARBAGE VAC                       .78
          GA GARBAGE/RECYCLING                       8.55
          MR METERED RECLAIMED                       8.75
          SW SEWER                                  11.70
          WA WATER                                   9.90
             Late Charge                            10.00
             PENALTY                                11.15
                    TOTAL ACTUAL CHGS               65.62
*****************************************************************************
 2/19/16 BIL CYCLE BILL                1134.87                          1189.34
             PUBLIC SERVICE TAX                      1.87
          BF BACKFLOW FEE                            2.92
          EG ENERGY GARBAGE VAC                       .78
          GA GARBAGE/RECYCLING                       8.55
          MR METERED RECLAIMED                       8.75
          SW SEWER                                  11.70
          WA WATER                                   9.90
             Late Charge                            10.00
                    TOTAL ACTUAL CHGS               54.47
*****************************************************************************
 1/20/16 BIL CYCLE BILL                1080.40                          1134.87
             PUBLIC SERVICE TAX                      1.87
          BF BACKFLOW FEE                            2.92
          EG ENERGY GARBAGE VAC                       .78
          GA GARBAGE/RECYCLING                       8.55
          MR METERED RECLAIMED                       8.75
          SW SEWER                                  11.70
          WA WATER                                   9.90
PREPARED:  8/24/16              ACCOUNT BILLING HISTORY          PAGE:    3
PROGRAM UT476L                        DETAILS
City of Port Orange
CUSTOMER:    133347   KRALICEK, PETR
LOCATION:     37394     3896 ESPLANADE AVE
    ******TRANSACTION******          PREVIOUS   CURRENT  BILLED      TOTAL BILL
  DATE   TYPE   DESCRIPTION          BALANCE    AMOUNT   CONSUMPTION    AMOUNT
---------------------------------------------------------------------------
             Late Charge                            10.00
                    TOTAL ACTUAL CHGS               54.47
*****************************************************************************
12/22/15 BIL CYCLE BILL                1025.93                          1080.40
             PUBLIC SERVICE TAX                      1.87
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          BF BACKFLOW FEE                          2.92
          EG ENERGY GARBAGE VAC                     .78
          GA GARBAGE/RECYCLING                     8.55
          MR METERED RECLAIMED                     8.75
          SW SEWER                                11.70
          WA WATER                                 9.90
             Late Charge                          10.00
                 TOTAL ACTUAL CHGS                54.47
*******************************************************************************
11/23/15 BIL CYCLE BILL                 981.46                          1025.93
             PUBLIC SERVICE TAX                    1.87
          BF BACKFLOW FEE                          2.92
          EG ENERGY GARBAGE VAC                     .78
          GA GARBAGE/RECYCLING                     8.55
          MR METERED RECLAIMED                     8.75
          SW SEWER                                11.70
          WA WATER                                 9.90
                 TOTAL ACTUAL CHGS                44.47
*******************************************************************************
10/21/15 BIL CYCLE BILL                 936.99                           981.46
             PUBLIC SERVICE TAX                    1.87
          BF BACKFLOW FEE                          2.92
          EG ENERGY GARBAGE VAC                     .78
          GA GARBAGE/RECYCLING                     8.55
          MR METERED RECLAIMED                     8.75
          SW SEWER                                11.70
          WA WATER                                 9.90
                 TOTAL ACTUAL CHGS                44.47
*******************************************************************************
 9/22/15 BIL CYCLE BILL                 892.52                           936.99
             PUBLIC SERVICE TAX                    1.87
          BF BACKFLOW FEE                          2.92
          EG ENERGY GARBAGE VAC                     .78
          GA GARBAGE/RECYCLING                     8.55
          MR METERED RECLAIMED                     8.75
          SW SEWER                                11.70
          WA WATER                                 9.90
                 TOTAL ACTUAL CHGS                44.47
*******************************************************************************
 8/24/15 BIL CYCLE BILL                 848.05                           892.52
             PUBLIC SERVICE TAX                    1.87
          BF BACKFLOW FEE                          2.92
          EG ENERGY GARBAGE VAC                     .78
```

PREPARED: 8/24/16 ACCOUNT BILLING HISTORY PAGE: 4
PROGRAM UT476L DETAILS
City of Port Orange
CUSTOMER: 133347 KRALICEK, PETR
LOCATION: 37394 3896 ESPLANADE AVE

```
    ******TRANSACTION******          PREVIOUS   CURRENT  BILLED      TOTAL BILL
  DATE   TYPE   DESCRIPTION          BALANCE    AMOUNT   CONSUMPTION    AMOUNT
-------------------------------------------------------------------------------
          GA GARBAGE/RECYCLING                     8.55
          MR METERED RECLAIMED                     8.75
          SW SEWER                                11.70
          WA WATER                                 9.90
                 TOTAL ACTUAL CHGS                44.47
*******************************************************************************
 7/21/15 BIL CYCLE BILL                 803.58                           848.05
             PUBLIC SERVICE TAX                    1.87
          BF BACKFLOW FEE                          2.92
          EG ENERGY GARBAGE VAC                     .78
          GA GARBAGE/RECYCLING                     8.55
          MR METERED RECLAIMED                     8.75
```

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          SW SEWER                                  11.70
          WA WATER                                   9.90
                     TOTAL ACTUAL CHGS              44.47
*********************************************************************************
 6/23/15 BIL CYCLE BILL                759.11                                803.58
             PUBLIC SERVICE TAX                      1.87
          BF BACKFLOW FEE                            2.92
          EG ENERGY GARBAGE VAC                       .78
          GA GARBAGE/RECYCLING                       8.55
          MR METERED RECLAIMED                       8.75
          SW SEWER                                  11.70
          WA WATER                                   9.90
                     TOTAL ACTUAL CHGS              44.47
*********************************************************************************
 5/26/15 BIL CYCLE BILL                714.64                                759.11
             PUBLIC SERVICE TAX                      1.87
          BF BACKFLOW FEE                            2.92
          EG ENERGY GARBAGE VAC                       .78
          GA GARBAGE/RECYCLING                       8.55
          MR METERED RECLAIMED                       8.75
          SW SEWER                                  11.70
          WA WATER                                   9.90
                     TOTAL ACTUAL CHGS              44.47
*********************************************************************************
 4/21/15 BIL CYCLE BILL                670.17                                714.64
             PUBLIC SERVICE TAX                      1.87
          BF BACKFLOW FEE                            2.92
          EG ENERGY GARBAGE VAC                       .78
          GA GARBAGE/RECYCLING                       8.55
          MR METERED RECLAIMED                       8.75
          SW SEWER                                  11.70
          WA WATER                                   9.90
                     TOTAL ACTUAL CHGS              44.47
*********************************************************************************
 3/24/15 BIL CYCLE BILL                626.92                                670.17
             PUBLIC SERVICE TAX                      1.87
PREPARED:  8/24/16              ACCOUNT BILLING HISTORY           PAGE:     5
PROGRAM UT476L                        DETAILS
City of Port Orange
CUSTOMER:    133347   KRALICEK, PETR
LOCATION:     37394     3896 ESPLANADE AVE
    ******TRANSACTION******          PREVIOUS   CURRENT  BILLED      TOTAL BILL
  DATE   TYPE   DESCRIPTION          BALANCE    AMOUNT   CONSUMPTION    AMOUNT
---------------------------------------------------------------------------------
          BF BACK FLOW FEE CHARGE                    1.70
          EG ENERGY GARBAGE VAC                       .78
          GA GARBAGE/RECYCLING                       8.55
          MR METERED RECLAIMED                       8.75
          SW SEWER                                  11.70
          WA WATER                                   9.90
                     TOTAL ACTUAL CHGS              43.25
*********************************************************************************
 2/24/15 BIL CYCLE BILL                583.67                                626.92
             PUBLIC SERVICE TAX                      1.87
          BF BACK FLOW FEE CHARGE                    1.70
          EG ENERGY GARBAGE VAC                       .78
          GA GARBAGE/RECYCLING                       8.55
          MR METERED RECLAIMED                       8.75
          SW SEWER                                  11.70
          WA WATER                                   9.90
                     TOTAL ACTUAL CHGS              43.25
*********************************************************************************
 1/27/15 BIL CYCLE BILL                540.42                                583.67
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            PUBLIC SERVICE TAX                    1.87
         BF BACK FLOW FEE CHARGE                  1.70
         EG ENERGY GARBAGE VAC                     .78
         GA GARBAGE/RECYCLING                     8.55
         MR METERED RECLAIMED                     8.75
         SW SEWER                                11.70
         WA WATER                                 9.90
                    TOTAL ACTUAL CHGS            43.25
*******************************************************************************
12/23/14 BIL CYCLE BILL              497.17                                540.42
            PUBLIC SERVICE TAX                    1.87
         BF BACK FLOW FEE CHARGE                  1.70
         EG ENERGY GARBAGE VAC                     .78
         GA GARBAGE/RECYCLING                     8.55
         MR METERED RECLAIMED                     8.75
         SW SEWER                                11.70
         WA WATER                                 9.90
                    TOTAL ACTUAL CHGS            43.25
*******************************************************************************
11/18/14 BIL CYCLE BILL              453.92                                497.17
            PUBLIC SERVICE TAX                    1.87
         BF BACK FLOW FEE CHARGE                  1.70
         EG ENERGY GARBAGE VAC                     .78
         GA GARBAGE/RECYCLING                     8.55
         MR METERED RECLAIMED                     8.75
         SW SEWER                                11.70
         WA WATER                                 9.90
                    TOTAL ACTUAL CHGS            43.25
*******************************************************************************
10/15/14 BIL CYCLE BILL              410.67                                453.92
PREPARED:  8/24/16              ACCOUNT BILLING HISTORY           PAGE:    6
PROGRAM UT476L                       DETAILS
City of Port Orange
CUSTOMER:    133347   KRALICEK, PETR
LOCATION:     37394     3896 ESPLANADE AVE
    ******TRANSACTION******          PREVIOUS   CURRENT  BILLED      TOTAL BILL
  DATE   TYPE   DESCRIPTION          BALANCE    AMOUNT   CONSUMPTION    AMOUNT
-------------------------------------------------------------------------------
            PUBLIC SERVICE TAX                    1.87
         BF BACK FLOW FEE CHARGE                  1.70
         EG ENERGY GARBAGE VAC                     .78
         GA GARBAGE/RECYCLING                     8.55
         MR METERED RECLAIMED                     8.75
         SW SEWER                                11.70
         WA WATER                                 9.90
                    TOTAL ACTUAL CHGS            43.25
*******************************************************************************
 9/16/14 BIL CYCLE BILL              367.42                                410.67
            PUBLIC SERVICE TAX                    1.87
         BF BACK FLOW FEE CHARGE                  1.70
         EG ENERGY GARBAGE VAC                     .78
         GA GARBAGE/RECYCLING                     8.55
         MR METERED RECLAIMED                     8.75
         SW SEWER                                11.70
         WA WATER                                 9.90
                    TOTAL ACTUAL CHGS            43.25
*******************************************************************************
 8/13/14 BIL CYCLE BILL              324.17                                367.42
            PUBLIC SERVICE TAX                    1.87
         BF BACK FLOW FEE CHARGE                  1.70
         EG ENERGY GARBAGE VAC                     .78
         GA GARBAGE/RECYCLING                     8.55
         MR METERED RECLAIMED                     8.75
```

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         SW SEWER                                  11.70
         WA WATER                                   9.90
                    TOTAL ACTUAL CHGS              43.25
*********************************************************************************
 7/16/14 BIL CYCLE BILL                280.92                                324.17
             PUBLIC SERVICE TAX                     1.87
         BF BACK FLOW FEE CHARGE                    1.70
         EG ENERGY GARBAGE VAC                       .78
         GA GARBAGE/RECYCLING                       8.55
         MR METERED RECLAIMED                       8.75
         SW SEWER                                  11.70
         WA WATER                                   9.90
                    TOTAL ACTUAL CHGS              43.25
*********************************************************************************
 6/17/14 BIL CYCLE BILL                237.67                                280.92
             PUBLIC SERVICE TAX                     1.87
         BF BACK FLOW FEE CHARGE                    1.70
         EG ENERGY GARBAGE VAC                       .78
         GA GARBAGE/RECYCLING                       8.55
         MR METERED RECLAIMED                       8.75
         SW SEWER                                  11.70
         WA WATER                                   9.90
                    TOTAL ACTUAL CHGS              43.25
```



```
City of Port Orange
CUSTOMER:    133347   KRALICEK, PETR
LOCATION:     37394     3896 ESPLANADE AVE
    ******TRANSACTION******          PREVIOUS   CURRENT  BILLED      TOTAL BILL
  DATE   TYPE   DESCRIPTION          BALANCE    AMOUNT   CONSUMPTION    AMOUNT
---------------------------------------------------------------------------------
*********************************************************************************
 5/20/14 BIL CYCLE BILL                130.92                                237.67
             PUBLIC SERVICE TAX                     1.87
         BF BACK FLOW FEE CHARGE                    1.70
         EG ENERGY GARBAGE VAC                       .78
         GA GARBAGE/RECYCLING                       8.55
         MR METERED RECLAIMED                       8.75
         SW SEWER                                  11.70
         WA WATER                                   9.90
             LIEN ADMIN CHARGE                     35.00
             LIEN FEE                              28.50
                    TOTAL ACTUAL CHGS             106.75
*********************************************************************************
 4/15/14 BIL CYCLE BILL                 87.67                                130.92
             PUBLIC SERVICE TAX                     1.87
         BF BACK FLOW FEE CHARGE                    1.70
         EG ENERGY GARBAGE VAC                       .78
         GA GARBAGE/RECYCLING                       8.55
         MR METERED RECLAIMED                       8.75
         SW SEWER                                  11.70
         WA WATER                                   9.90
                    TOTAL ACTUAL CHGS              43.25
*********************************************************************************
 3/18/14 BIL CYCLE BILL                 44.60                                 87.67
             PUBLIC SERVICE TAX                     1.87
         BF BACK FLOW FEE CHARGE                    1.70
         EG ENERGY GARBAGE VAC                       .78
         GA GARBAGE/RECYCLING                       6.64
         LF LANDFILL VACATION                       1.73
         MR METERED RECLAIMED                       8.75
         SW SEWER                                  11.70
         WA WATER                                   9.90
```

3896 Esplanade Ave

TOTAL ACTUAL CHGS 43.07

****

2/19/14	BIL	CYCLE BILL	.00	44.60
		PUBLIC SERVICE TAX	1.87	
	BF	BACK FLOW FEE CHARGE	1.70	
	EG	ENERGY GARBAGE VAC	.91	
	GA	GARBAGE/RECYCLING	7.75	
	LF	LANDFILL VACATION	2.02	
	MR	METERED RECLAIMED	8.75	
	SW	SEWER	11.70	
	WA	WATER	9.90	
		TOTAL ACTUAL CHGS	44.60	

TOTALS BY CATEGORY

TOTAL PAYMENTS . . . . . : .00

PREPARED: 8/24/16 ACCOUNT BILLING HISTORY PAGE: 8

PROGRAM UT476L DETAILS

City of Port Orange

CUSTOMER: 133347 KRALICEK, PETR

LOCATION: 37394 3896 ESPLANADE AVE

TOTALS BY CATEGORY

TOTAL ADJUSTMENTS . . . . . :	.00
Tax Charges . . . . . :	57.97
BF Charges . . . . . :	73.44
EG Charges . . . . . :	24.31
GA Charges . . . . . :	262.34
MR Charges . . . . . :	271.25
SW Charges . . . . . :	362.70
WA Charges . . . . . :	306.90
LF Charges . . . . . :	3.75
TOTAL CHARGES . . . . . :	1362.66
TOTAL TRANSFER BALANCE FROM . :	.00
TOTAL TRANSFER BALANCE TO . . :	.00

CONSUMPTION PARAMETERS FOR METERED RECLAIMED

EXCEPTION REPORT FLAG . . . . :	N
CONSUMPTION ESTIMATE . . . . :	.00
DEMAND CONSUMPTION ESTIMATE . :	.00
AVERAGE CONSUMPTION . . . . . :	.00
AVERAGE DEMAND CONSUMPTION . :	.00
TOTAL CONSUMPTION . . . . . :	.00
TOTAL DEMAND CONSUMPTION . . :	.00
TOTAL READING DAYS . . . . . :	363

Invoice for Water/Sewer/Solid Waste Services

SERVICE ADDRESS:	3896 Esplanade Ave
STATEMENT DATE:	8/24/2016
BEGINNING BALANCE:	1,576.35
CHARGES:	26.98
TOTAL:	$1,603.33
CHARGES GOOD THRU:	9/3/2016

City of Port Orange
Customer Service Division
PO Box 291037
Port Orange, FL 32129-1037
Phone: 386-506-5720 **Fax:** 386-756-5226

05/12/2014 03:45 PM
Instrument# 2014-084264 # 1
Book: 6988
Page: 849
Diane M. Matousek
Volusia County, Clerk of Court

Kralicek, Peter
3896 Esplanade Ave

Prepared By:
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

CLAIM OF LIEN

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me the undersigned authority personally appeared Wayne Saunders, who being duly sworn, says that he is the Finance Director of the City of Port Orange, a Florida municipality, the Lienor herein, whose address is 1000 City Center Circle, Port Orange, Florida 32129. Lienor furnished labor, services of materials consisting of utility services as provided for in chapter 74, Code of Ordinances, City of Port Orange, Florida and Section 159.17, Florida Statutes, to real property affected or served by the utility systems of the City of Port Orange, Volusia County, Florida.

Parcel I.D.No. **6318-05-00-1190**

Lot 119, Port Orange Landings-Phase 1,according to the map or plat thereof as recorded in **Plat Book 53, Page** 116, of the public records of Volusia County, Florida.

Believed to be owned by **Peter Kralicek, 3898 Esplanade Ave, Port Orange, FL 32129** of a total value of ($130.92) **One Hundred Thirty Dollars and Ninety Two Cents** of which there remains unpaid **($ 130.92) One Hundred Thirty Dollars and Ninety Two Cents** and furnished the same on or until **May 9th, 2014.**

This Claim of Lien is filed in accordance with the provisions of Chapter 74, Code of Ordinances, City of Port Orange, Florida and Section 159.17, Florida Statutes. You are further notified that the undersigned will prosecute and foreclose a lien against any real property for any amount owing and unpaid to the undersigned for more than 30 days for such labor, services or material, together with interest, cost and reasonable attorney's fees.

WITNESSES:

Iwona Kalisiak
NAME: Iwona Kalisiak

Heather McDonald
NAME: Heather McDonald

CITY OF PORT ORANGE

BY: _____
Wayne Saunders, Finance Director

Attest: _____
Robin Fenwick, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this **9th** day of **May, 2014** , by Wayne Saunders, as Finance Director of the City of Port Orange, a Florida municipality, on behalf of the city. He is personally known to me.

Theresa Gutierrez
NOTARY PUBLIC, STATE OF FLORIDA
At large

THERESA GUTIERREZ
Commission # FF 027943
Expires June 16, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

PORT ORANGE CITY COUNCIL
SPECIAL MEETING MINUTES
COUNCIL CHAMBERS
1000 CITY CENTER CIRCLE
SEPTEMBER 20, 2016

THE CITY COUNCIL SPECIAL MEETING of the City of Port Orange was called to order by Mayor Green at 5:00 p.m.

Pledge of Allegiance

Silent Invocation

PRESENT:	Councilman Bob Ford Councilman Donald Burnette Councilman Scott Stiltner Vice Mayor Drew Bastian Mayor Allen Green
ALSO PRESENT:	Jake Johansson, City Manager Margaret Roberts, City Attorney Robin Fenwick, City Clerk

Portions of the Rules of Procedure as approved by City Council on May 3, 2016 were read by Robin Fenwick, City Clerk.

5. Update on Riverwalk Meeting Procedures and Project Overview

Margaret Roberts, City Attorney, provided details on the purpose of the meeting and the procedure to be followed. She explained the desire to discuss all items simultaneously to ensure all questions are answered.

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

Ms. Roberts discussed minor revisions to a few documents that will be discussed throughout the meeting.

Motion for consideration of all items simultaneously was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

Ms. Roberts read Ordinance Nos. 2016-14 and 2016-15 and Resolution Nos. 16-42 and 16-43, as well as the subject lines for each of the remaining items to be discussed.

ACTION ITEMS

6. Second Reading - Ordinance No. 2016-14 - relating to the 2016 Amendment to the Port Orange Town Center (POTC) Redevelopment Plan, Case No. 16-15000001

ORDINANCE NO. 2016-14

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMMUNITY REDEVELOPMENT; AMENDING THE COMMUNITY REDEVELOPMENT AREA PLAN FOR PORT ORANGE TOWN CENTER; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2016-14 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

7. Second Reading - Ordinance No. 2016-15 – Riverwalk Amended and Restated Master Development Agreement and Conceptual Development Plan, Case No. 16-40000003

ORDINANCE NO. 2016-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE AMENDMENT AND RESTATEMENT OF THE RIVERWALK MARINA AND RIVERBOAT MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR APPROXIMATELY 11.9 ACRES LOCATED WITHIN THE PLANNED COMMUNITY-PORT ORANGE RIVERWALK (PC-R) DISTRICT; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2016-15, subject to the modifications discussed by the City Attorney was made by Vice Mayor Bastian, and Seconded by

Councilman Burnette. Motion carried unanimously by roll call vote.

8. Acceptance of the Deed of Dedication with Release of Encumbrances (mortgages, liens)

Motion to approve and accept for recording the Deed of Dedication and Release of Encumbrances was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

9. Resolution No. 16-42 - Vacating a portion of the Halifax Dr. right-of-way

RESOLUTION NO. 16-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, VACATING A PORTION OF THE HALIFAX DRIVE RIGHT OF WAY SUBJECT TO A RESERVATION OF A 23 FOOT PUBLIC ACCESS TRAIL AND PARK; AND SUBJECT TO A RESERVATION FOR A WATER, SANITARY SEWER, RECLAIMED WATER AND STORMWATER UTILITY CORRIDOR EASEMENT; AND SUBJECT TO A LANDSCAPING EASEMENT WITHIN THE CORRIDOR AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A QUIT-CLAIM DEED FOR THE VACATED PORTION OF HALIFAX AVENUE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 16-42 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Ted Noftall, citizen, asked why Halifax Drive is being vacated. Ms. Roberts explained that the whole road is not being vacated. Some will be retained for drainage and other public interests.

Wayne Clark, Community Development Director, discussed the changes since the August 11, 2016 Council meeting.

Parker Mynchenberg, Engineer for applicant, discussed the location of the current utilities and the changes to come with this project. All utilities are located within the utilities easement.

Motion carried unanimously by roll call vote.

10. Resolution No. 16-43 - Limiting vehicular access for a portion of Ocean Ave.

RESOLUTION NO. 16-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO THE CLOSING AND RESTRICTION OF APPROXIMATELY 340 FEET OF THE EASTERN SEGMENT OF THE RIGHT OF WAY, NOW KNOWN AS OCEAN AVENUE; PROVIDING THAT THE CLOSING AND RESTRICTION SHALL PROHIBIT MOTORIZED VEHICULAR USE; AND PROVIDING THAT THE CLOSING SHALL NOT RESTRICT USE BY UTILITY AND GOVERNMENTAL SERVICES; PROVIDING FOR PUBLIC NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 16-43 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

11. Economic Incentive Agreement

Motion to approve was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

12. Exchange and Escrow Agreement for the Cardwell Funeral Home Property

The Exchange and Escrow Agreement for the funeral home property were provided as an update to Council; however, the Town Center CRA Board authorized the City Manager and City Attorney to approve the final documents.

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

unanimously by roll call vote after no public comments.

a. Bond in the amount of average annual lease revenues

Ms. Roberts advised that a wire deposit has been received in the amount of $48,000.00 to represent two (2) years of revenue from the funeral home.

Motion to approve and acknowledge the Developer's deposit of cash in the amount of $48,000 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

13. Subdivision Replat and Plans - Riverwalk at Port Orange, Case No. 16-50000001

Motion to approve was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

14. License Agreement for temporary off-site sign located at the intersection of Ridgewood Avenue and Dunlawton Avenue, 3999 Ridgewood Avenue

Motion to approve the use of the City Logo for the temporary off-site sign located at the intersection of Ridgewood Avenue and Dunlawton Avenue, 3999 Ridgewood Avenue subject to the approval of the Riverwalk Amended and Restate MDA and all associated Riverwalk agenda items was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

15. Temporary Construction Easement for Public Trail and Park

Motion to approve temporary construction easement for the public trail and park and authorize the City

Manager to implement and record the easement was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote after no public comments.

16. Public Pedestrian Sight and Limited Access Easements on the point property

Ms. Roberts asked Council to review the document provided with the revisions as she discussed.

Motion to accept the permanent sight and access easement around the "point" was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Mr. Clark discussed the easement being presented, which includes the area around the "point" for pedestrians between 10:00 a.m. and 9:00 p.m. There are other provisions to allow the public access. The document will be corrected to be consistent throughout relating to the times.

Motion to amend to include "subject to the amendment to the hours as discussed" was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Mr. Noftall asked for clarification as to development rights. Ms. Roberts advised that the development rights begin once the MDA is recorded.

Amended Motion carried unanimously by roll call vote.

Ms. Roberts asked Council to authorize the City Manager to make minor changes (typos, etc.)

Motion to authorize the City Manager to make minor modifications to the documents to effectuate the purpose of the document, subject to compliance with all local and state laws was made by Vice Mayor Bastian, and Seconded

by Councilman Burnette. Motion carried unanimously by roll call vote.

ADJOURNMENT – 5:45 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
SEPTEMBER 20, 2016

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 Christopher Bailey, Chaplain of Florida Hospital New Smyrna Beach

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

Portions of the Rules of Procedure as approved by City Council on May 3, 2016 were read by Robin Fenwick, City Clerk.

Mayor Green read the Proclamation for Constitution Week.

AGENDA APPROVAL

Items pulled: #21(d) returned to Staff; Items #23 and #25 to be discussed further.

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

Council recessed to hold the Town Center CRA and Eastport CRA meetings, minutes of which are under separate cover.

Council reconvened at 6:39 p.m.

PUBLIC HEARING

5. Discussion of Final Budget and Millage Rate FY17

Margaret Roberts, City Attorney, announced:

The Fiscal Year (FY) 17 Budget commences on October 1, 2016 and continues through September 30, 2017.

"The public hearing is now convened to discuss the millage rate and budget. We will begin with the City of Port Orange City Council discussion of the final millage necessary to fund the FY17 final budget for the City of Port Orange, the Community Redevelopment Agency for Port Orange Town Center and the Community Redevelopment Agency for Eastport Business Center. The final millage rate to be levied is 4.4542 mills per $1,000.00 of valuation and is a 7.3% increase in ad valorem tax revenues above the rolled-back rate. The rolled-back rate is 4.1523 mills per $1,000.00 of valuation."

Mayor Green opened the public hearing with discussion from Council.

Discussion was held regarding the proposed millage rate and the property tax increase being levied. Councilmen Ford and Burnette are not happy with the increase. Councilman Ford suggested using carryover funds to bring the millage rate to five (5) percent.

Councilman Stiltner, Vice Mayor Bastian, and Mayor Green believe the increase is needed to fund the City's programs and services at a level the community expects, especially after several years of decreases and cuts. The needs of public safety are high. Councilman Stiltner believes citizens are getting a good deal for the taxes charged in the City of Port Orange.

Mayor Green advised the Council will now hear comments regarding the proposed final millage. The general public shall be allowed to address the council, to make comments and to ask questions. There were none.

6. Resolution No. 16-58 - Adopting the Final Millage Rate for FY17

Mayor Green read Resolution No. 16-58.

RESOLUTION NO. 16-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL PROPERTY TAX MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2017 (OCTOBER 1, 2016 TO SEPTEMBER 30, 2017); AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 16-58 was made by Vice Mayor Bastian, and Seconded by Councilman Stiltner. Motion carried 3-2 by roll call vote with Councilmen Ford and Burnette voting no.

Mayor Green announced the adopted final millage rate of 4.4542 mills per $1,000.00 of valuation is a 7.3% increase in ad valorem tax revenues above the rolled-back rate.

7. Resolution No. 16-59 - Adopting the Final Operating Budget for FY17

Mayor Green read Resolution No. 16-59.

RESOLUTION NO. 16-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF $96,064,662: SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 16-59 was made by Vice Mayor Bastian, and Seconded by Councilman Stiltner. Motion carried 4-1 by roll call vote with Councilman Ford voting no.

8. Resolution No. 16-60 - Adopting the Final Capital Budget for FY17

Mayor Green read Resolution No. 16-60.

RESOLUTION NO. 16-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL CAPITAL BUDGET FOR FISCAL YEAR OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017 FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE AMOUNT OF $9,578,309; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING

FOR APPROPRIATION EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 16-60 was made by Vice Mayor Bastian, and Seconded by Councilman Stiltner. Motion carried 4-1 by roll call vote with Councilman Ford voting no.

9. Resolution No. 16-61 - Adopting the Final Millage Rate for FY17 for Town Center CRA Tax Increment District

Mayor Green read Resolution No. 16-61.

RESOLUTION NO. 16-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE TOWN CENTER TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2017 (OCTOBER 1, 2016 TO SEPTEMBER 30, 2017); AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 16-61 was made by Vice Mayor Bastian, and Seconded by Councilman Stiltner. Motion carried 3-2 by roll call vote with Councilmen Ford and Burnette voting no.

10. Resolution No. 16-62 - Adopting the Final Operating Budget for FY17 for Town Center CRA Tax Increment District

Mayor Green read Resolution No. 16-62.

RESOLUTION NO. 16-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL TOWN CENTER TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATE AMOUNT OF $459,184; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 16-62 was made by Vice Mayor Bastian, and Seconded by Councilman Stiltner. Motion carried 4-1 by roll call vote with Councilman Burnette voting no.

11. Resolution No. 16-63 - Adopting the Final Millage Rate for FY17 for Eastport CRA Tax Increment District

Mayor Green read Resolution No. 16-63.

RESOLUTION NO. 16-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE EASTPORT TAX INCREMENT DISTRICT, FOR FISCAL YEAR 2017 (OCTOBER 1, 2016 TO SEPTEMBER 30, 2017); AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 16-63 was made by Vice Mayor Bastian, and Seconded by Councilman Stiltner. Motion carried 3-2 by roll call vote with Councilmen Ford and Burnette voting no.

12. Resolution No. 16-64 - Adopting the Final Operating Budget for FY17 for Eastport CRA Tax Increment District

Mayor Green read Resolution No. 16-64.

RESOLUTION NO. 16-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL EASTPORT TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF $183,573; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 16-64 was made by Vice Mayor Bastian, and Seconded by Councilman Stiltner. Motion carried 4-1 by roll call vote with Councilman Burnette voting no.

In addition, to the foregoing general operating budget/millage levy, there is a voter approved millage levy of .3402 mills to fund the debt service for the 2016 general obligation bonds issued for public safety capital facilities.

13. Resolution No. 16-51 - 5811 Williamson Blvd./Brownfield Area Designation Request

Mayor Green read Resolution No. 16-51.

RESOLUTION NO. 16-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, DESIGNATING THE PROPERTY SET OUT ON EXHIBITS "A" AND "B", WHICH IS 5811 WILLIAMSON BOULEVARD, LOCATED AT I-95 AND TAYLOR ROAD, IN THE CITY OF PORT ORANGE, AS A BROWNFIELD AREA FOR THE PURPOSE OF ENVIRONMENTAL REMEDIATION, REHABILITATION AND ECONOMIC DEVELOPMENT; DIRECTING THE CITY CLERK TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to adopt Resolution No. 16-51 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

14. First Reading - Ordinance No. 2016-19 - LDC Amendments/Chapters 2, 17 and 18 - Craft Food and Beverage Producer, Brewery, and Microbrewery
Case No. 16-25000003

Mayor Green read Ordinance No. 2016-19.

ORDINANCE NO. 2016-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 2 TO ADD DEFINITIONS FOR

CRAFT FOOD AND BEVERAGE PRODUCER, BREWERY, AND MICROBREWERY; AMENDING CHAPTER 17 RELATING TO PERMITTED USES TO ADD CRAFT FOOD AND BEVERAGE PRODUCER, BREWERY AND MICROBREWERY TO THE COMMUNITY COMMERCIAL (CC), HIGHWAY COMMERCIAL (HC), INTERCHANGE COMMERCIAL DEVELOPMENT (ICD), RIDGEWOOD DEVELOPMENT (RD), PLANNED COMMUNITYRIVERWALK (PC-R), AND MIXED-USE CENTER (MXC) ZONING DISTRICTS AS PERMITTED USES WITH SPECIAL DEVELOPMENT REQUIREMENTS, AND TO ADD BREWERY TO THE COMMERCIAL INDUSTRIAL (CI) AND LIGHT INDUSTRIAL (LI) ZONING DISTRICTS AS A PERMITTED USE WITH SPECIAL DEVELOPMENT REQUIREMENTS; AMENDING CHAPTER 18 TO CREATE SPECIAL DEVELOPMENT REQUIREMENTS FOR CRAFT FOOD AND BEVERAGE PRODUCER, BREWERY, AND MICROBREWERY USES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2016-19
was made by Vice Mayor Bastian, and
Seconded by Councilman Stiltner.

Penelope Cruz, Planner, explained the new trends and the need to change the current code to keep up with the trends.

Motion carried unanimously by roll call
vote.

15. First Reading - Ordinance No. 2016-20 – Pinnacle PUD Small-Scale Comprehensive Plan Amendment; Case No. 16-20000001

16. First Reading - Ordinance No. 2016-21 – First Amendment to the Pinnacle Master Development Agreement and Conceptual Development Plan; Case No. 16-40000004

Ms. Cruz requested both items #15 and #16 be opened for discussion together. Council agreed.

Mayor Green read Ordinance No. 2016-20.

ORDINANCE NO. 2016-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE

COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FROM RURAL TRANSITION (0-2 UNITS/ACRES) TO SUBURBAN RESIDENTIAL (2-4 UNITS/ACRE); PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Green read Ordinance No. 2016-21.

ORDINANCE NO. 2016-21

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

Motion to adopt Ordinance No. 2016-20 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried 4-0-1 by roll call vote with Mayor Green abstaining due to a conflict of interest.

Ms. Cruz discussed the details of the project.

Motion to adopt Ordinance No. 2016-21 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried 4-0-1 by roll call vote with Mayor Green abstaining due to a conflict of interest.

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

17. Citizen Advisory Committee for TPO

Council thanked Bobby Ball for his work at Coraci fields. Mr. Ball presented an update regarding the recent meeting held with the CAC for the TPO. The County has requested funding to repair the Turnbull Bay Bridge.

18. Library Advisory Board Appointments

Motion to re-appoint Shirley Shook and Rosalyn Crotty to the Library Advisory

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

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Roger Thompson, citizen, addressed Council regarding the fine against him for work without a permit.

Motion to reduce the fine to $50.00 was made by Councilman Burnette, and Seconded by Councilman Ford.

Jake Johansson, City Manager, does not believe the Council should continue waiving fees. He would like to follow the current ordinances that reflect the City's laws. He asked for the opportunity to bring back information on October 4, 2016.

Motion to table until October 4, 2016 was made by Vice Mayor Bastian and Seconded by Councilman Ford. Motion carried unanimously by voice vote.

Mr. Noftall addressed Council on his concerns regarding the Riverwalk agreements from the Special Meeting held on September 20, 2016, as well as his disapproval of the tax increase.

Councilman Ford feels good about Council's decisions with regard to the Riverwalk project based on the current situation and still protects the taxpayers.

COUNCIL COMMENTS

19. Comments/Concerns from Council Members

Councilman Stiltner inspected the golf course and advised there is a notable improvement to the condition of the course.

CONSENT AGENDA

20. Approval of Minutes
    a. September 6, 2016 - Regular City Council Meeting
21. Bid Awards and Contract Items
    a. Renewal of Florida Municipal Insurance Trust for coverage of workers' compensation, auto and auto liability coverage, and general liability coverages. Total cost is $707,111.00.

b. Change Order No. 1 to Task Authorization No. 3 Extension of Time for the contract with Traffic Engineering Data Solutions, Inc. (TEDS) for design and permitting of the McDonald Road sidewalk.

c. Change Order No. 1 to Amendment No. 23 of Standard Contract for Services with Zev Cohen and Associates, Inc. for design and permitting of the Dunlawton Median Landscape Improvements.

d. Change Order No 1 to Task Authorization No 10, to Quentin L Hampton Associates, Inc., dated July 19, 2016; under the Master Contract for Engineering Services, dated March 17, 2015

22. Authorization for two Pumpkin Patch Minor Special Events to exceed seven consecutive calendar days

23. Major Special Event Request - The Last Resort Bar - 5812 South Ridgewood Avenue, Best Cars– 5816 South Ridgewood Avenue, and Hunt for Cars– 5796 South Ridgewood Avenue

24. Major Special Event – Remarkable River Run 5K/15K to be held on September 25, 2016, from 7:00 a.m. to 11:00 a.m. at Aunt Catfish Restaurant located at 4009 Halifax Drive, Galbreath's located at 4108 Halifax Drive, and Panhead's Pizzeria located at 4085 Ridgewood Avenue

25. Major Special Event Request – Hold Fast Tattoo – 5153 South Ridgewood Avenue

26. Floodplain Management Plan Annual Progress Report

27. Resolution No. 16-65 - Ratifying and Declaring Election Results of Primary Election held on August 30, 2016 for Mayor and District 2

28. Resolution No. 16-67 - Intent to Adopt Moratorium - Tattoo Parlors

29. FY 16/17 Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program Support

30. Historic Tree Removal - 1429 Richel Drive

31. Report of Code Enforcement Lien Adjustments in accordance with Ordinance #2016-12

32. Subordination of SHIP Down Payment Assistance Second Mortgage

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

Item #21(d) - Change Order No 1 to Task Authorization No 10, to Quentin L Hampton Associates, Inc., dated July 19, 2016; under the Master Contract for Engineering Services, dated March 17, 2015 was pulled and returned to Staff.

Item #23 - Major Special Event Request - The Last Resort Bar - 5812 South Ridgewood Avenue, Best Cars– 5816 South Ridgewood Avenue, and Hunt for Cars– 5796 South Ridgewood Avenue

Vice Mayor Bastian asked for information regarding music until 11:00 p.m.

Wayne Clark, Community Development Director, advised that the item recommended denial of the extra hour of music and the surety bond is required. The applicant requested an extension of the duration of the event, which is being recommended.

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

Item #25 - Major Special Event Request – Hold Fast Tattoo – 5153 South Ridgewood Avenue

Motion to approve Item #25 was made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion carried unanimously by roll call vote.

REGULAR AGENDA

33. Funds Consolidation Plan

Tracey Riehm, Finance Director, provided a plan to consolidate funds to increase financial transparency and address auditor comments from 2013-2015. She requested guidance from Council regarding the golf course funds in the 451 fund. There is approximately $116,000 left from the renovations that she would recommend rolling to the 450 fund as equity.

Motion to approve the plan as presented as made by Vice Mayor Bastian, and Seconded by Councilman Ford. Motion carried unanimously by roll call.

34. Resolution No. 16-66 - Budget Appropriations for Misc. Items

Mayor Green read Resolution No. 16-66.

RESOLUTION NO. 16-66

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROPRIATING OPERATING FUNDS TO BUDGET FOR RETIREMENT CONTRIBUTION, AN INCREASE IN LEGAL ADVERTISEMENTS AND FOR THE LAND FILE CLEAN-UP

PROJECT; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 16-66 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Ms. Riehm discussed the details of the transfers being requested.

Motion carried unanimously by roll call vote.

COMMENTS

35. City Attorney Comments

Ms. Roberts thanked her staff for their work on the Riverwalk project.

36. City Manager Comments

Mr. Johansson also thanked staff for the work on the Riverwalk project and their patience with the Legal Department as they worked on the legal documents. He advised Council of two situations of overspending that will come before Council on October 4, 2016. Department Heads are tracking p-card expenditures as they are made.

Mr. Johansson addressed his concerns regarding the Golf Advisory Board members and the Sunshine Law. He asked Council to discuss changing the make-up of the board. Status of the golf course maintenance was addressed. Inspections are being done every Friday with thirty (30) days' notice to be back to the condition after the renovations.

Councilman Ford received calls regarding the issues at the golf course. He believes there are issues with communication from KemperSports management.

Council does not agree to make any changes to the Golf Course Advisory Board at this time.

COUNCIL COMMITTEE REPORTS

37. City Council Committee Reports

a. ArtHaus – Councilman Burnette reported they are looking for sponsors for the street painting during Family Days.

b. Port Orange/South Daytona Chamber of Commerce – Councilman Burnette reported on the recent events of the Chamber, as well as some upcoming events.

c. Roundtable of Elected Officials – Mayor Green reported on the recent meeting.

ADJOURNMENT: 8:37 p.m.

_____
Mayor Allen Green

Attest:

_____
Robin Fenwick, CMC
City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME GREEN, ALLEN	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE PORT ORANGE CITY COUNCIL
MAILING ADDRESS P.O. DRAWER 290126	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY PORT ORANGE COUNTY VOLUSIA	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED SEPTEMBER 20, 2016	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, ALLEN GREEN, hereby disclose that on SEPTEMBER 20, 20 16 :

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, ___ ;

X inured to the special gain or loss of my relative, LANCE GREEN ;

___ inured to the special gain or loss of ___, by whom I am retained; or

___ inured to the special gain or loss of ___, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

ITEM #15 - First Reading - Ordinance No. 2016-20 – Pinnacle PUD Small-Scale Comprehensive Plan Amendment; Case No. 16-20000001
AND
ITEM #16 - First Reading - Ordinance No. 2016-21 – First Amendment to the Pinnacle Master Development Agreement and Conceptual Development Plan; Case No. 16-40000004

My son, Lance Green, works for the builder, Paytas Homes, of the above referenced project.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

9-21-16
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/04/2016

Consent item: Yes

SUBJECT: Award of RFSQ #16-36 - Continuing Architectural Services

DEPARTMENT: Community Development

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: N/A

RECOMMENDED MOTION: Motion 1: Move to award a base contract with DJ Design, Inc. to provide Architectural Services pursuant to the City's Request for Statements of Qualifications ("RFSQ") #16-36 and to authorize the Mayor and City Clerk to sign related contract documents and allow the City Manager to execute future renewals subject to City Attorney review and approval of all contract documents.

Motion 2: Move to approve Task Authorization No. 1 for Architectural Design Services related to the repurposing of the former Police Station, in an amount not to exceed $76,000.00, subject to City Attorney review and approval of all contract documents.

SUMMARY: Professional architectural services for renovation, restoration, construction and general consulting are utilized for a variety of projects administered by various City departments. RFSQ #16-36 was issued to select and award a contract with an architectural firm to provide these services on a continuing basis for 5 years, with the option to renew for 2 additional 1 year terms. Proposals in response to RFSQ #16-36 were received from three firms on August 26, 2016. The selection committee met on September 7, 2016 and ranked the firms. The resulting #1 ranked firm is DJ Design Services, Inc. Staff recommends award of a base contract with DJ Design Services, Inc. to provide Architectural Services to the City of Port Orange pursuant to the City's Request for Statements of Qualifications ("RFSQ") #16-36.

Additionally, Staff recommends approval of Task Authorization No. 1 for the preparation of construction plans and specifications, bidding assistance and construction administration related to the repurposing of the former Police Station, in an amount not to exceed $76,000.00.

Project No.: AIO014 Funding Account No.: 317-1000-519.62-00

ATTACHMENTS:

1.	DJ Design Proposal for Task Auth No 1	02345.03 CD CA fee prop.doc
2.	DjDesign Inc Submittal	RFSQ 16-36 DjDesign Inc submittal.pdf
3.	Evaluation Tab with Recommendation of Award	RFSQ 16-36 Evaluation Tab - ROA (09.07.16).pdf

4.	Submittal Tabulation Sheet	RFSQ 16-36 Tabulation Sheet (08.26.16).pdf
5.	RFSQ 16-36 Professional Architectural Services document	RFSQ 16-36 Architectural Services (FINAL 08.01.16).pdf
6.	Notice of Intent to Award	RFSQ 16-36 Notice of Intent to Award.pdf
7.	PD Repurposing Cost Estimate Email	PD Repurposing Cost Estimate Email.pdf

Krista Williams	Created/Initiated - 09/22/2016
Wayne Clark	Approved - 09/22/2016
Tracey Riehm	Approved - 09/28/2016
Margaret Roberts	Approved - 09/29/2016
M. Jake Johansson	Approved - 09/29/2016
Robin Fenwick	Final Approval - 09/29/2016

DESIGN, INC.
913 N. Nova Road
Holly Hill, Florida 32117
(386) 255-6987 (386) 255-6989 FAX
AA26000567
ARCHITECTS • PLANNERS

September 16, 2016

Wayne Clark, AICP
Community Development Director
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

VIA E-mail

RE: Public Safety Building Re-use Construction Documents/Bidding/Construction Phase Services, Additional Services Architectural Design Proposal – Project No. 02343.03

Wayne,

Per our last meeting in June, we appreciate the City's continued confidence in our firm and we will undertake construction documents (drawings/specifications) which encompasses the latest design study (Study #3). This scheme re-locates Parks and Recreation Administration, Utilities Administration, City Clerk Storage and a joint-use Training Room. The anticipated scope-of-work will include the following:

- **Re-roofing** - the *replacement* of both low-slope (built-up) and tile roofs and repair/replacement of damaged decking. It remains our opinion that this work is critical to any future remodeling and is necessary to the preservation of the building even if no remodeling is done.
- **Exterior Renovation** - this includes repairing the exterior EIFS and re-painting the entire building, some new perimeter landscaping and irrigation repair, repairing/replacing sidewalks, re-configuring, sealing and re-striping the parking lot.
- **Selective Interior Demolition** - this includes approximately 15,400 SF of space (see Sheet A1.1), removing glass-block, CMU walls, GWB partitions, doors and frames, floor-coverings, ceilings, toilet fixtures, light-fixtures, branch HVAC ducts/registers and built-in cabinetry.
- **Interior Remodeling** - this includes remodeled spaces (see Sheet A1.2), interior and exterior storefront (glass) systems, new GWB partitions, doors/frames/hardware, floor-coverings, ceilings, new toilet fixtures and finishes, new power/data connectivity, new LED light-fixtures, new branch HVAC ducts/registers from existing AHU's and built-in cabinetry (work-stations/counters).

We will provide demolition drawings, floor and reflected ceiling plans, Life Safety Plan, wall sections, construction details, door, window and finish schedules, altered/updated plumbing and HVAC, power/data/lighting relocations/additions and specifications.

Our fee for architectural/engineering services will be as follows and includes structural, mechanical and electrical design:

- Construction Documents - $55,050
- Bidding Assistance - $3,670
- Permitting Assistance - $2,600
- Construction Phase Services - $14,680

Total Fee **$76,000**

This fee does not include civil engineering or interior design and selection of FFE and is based upon the anticipated construction budget outlined in my November 18, 2015 e-mail. It is assumed that this entire project will be “hard bid” to bonded general contractors.

In the event that the accepted design concepts are subsequently modified for reasons beyond our control, the additional services resulting from these modifications shall be cause for additional compensation.

Please review this to see if it agrees with *your* understanding of the work efforts needed. If these terms are acceptable, please issue a Purchase Order and we will begin the design work.

Yours truly,

Inc.

Dana M. Smith, Architect
Principal

DESIGN, INC.
913 North Nova Road
Holly Hill, Florida 32117
(386) 255-6987 (386) 255-6989 FAX
dsmith@djdesigninc.com
ARCHITECTS • PLANNERS

City of Port Orange, Florida

Statement of Qualifications for Professional Architectural Services

RFSQ #16-36

August 26, 2016 at 2:30 p.m.

CD Cover

DESIGN, INC.

913 N. Nova Road
Holly Hill, FL 32117
AA26000567
(386) 255-6987 P
(386) 255-6989 F
www.djdesigninc.com

ARCHITECTS • PLANNERS

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913 N. Nova Road
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AA26000567

ARCHITECTS • PLANNERS

August 26, 2016

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

RE: **RFSQ #16-36 Professional Architectural Services**

Dear Selection Committee,

DJdesign Inc., Architects and Planners are pleased to submit this Statement of Interest and Introduction. We invite you to review our capabilities as we feel DJdesign is uniquely qualified to continue serving as your **Architectural Design Professionals.**

One of the hallmarks of our practice is adaptive re-use and renovations to existing buildings. Presently we hold continuing services contracts with **Volusia County, City of Daytona Beach, Daytona State College** and **Flagler County Public Schools**. Project types have ranged from single room alterations to whole floors, re-roofing projects, parks and recreation facilities and forensic analyses of existing buildings.

Over the past 18 months, we have been pleased also to have been similarly engaged by the **City of Port Orange** on several recent projects including the **Cypress Head Clubhouse Remodeling**, **Public Safety Building Remodeling Studies, City Hall Master Planning, Breakroom Remodeling** and **Pedestrian Bridge Repair**.

Because we maintain excellent working relationships with our various public clients, we have been rewarded with *renewed* continuing services contracts. We take pride in our ability to work directly and effectively with staff and users to help guide the design efforts and to "be there" through all phases of the project and beyond. We will do whatever is necessary to assure that these projects are designed and completed to your satisfaction.

Some key attributes include:

- ✓ Our approach and methodology is to be "hands on" professionals! Service to our clients is paramount!
- ✓ We are uniquely qualified, we know the City of Port Orange well and there will be no learning curve for our team.
- ✓ There is no substitute for the experience and insight gained from having assisted many separate counties, cities, public agencies and user groups.
- ✓ We have extensive relevant experience in many varied project types.
- ✓ We *always strive* for economically viable and environmentally sustainable building solutions.

We look forward to assisting the City of Port Orange; we have invested both time and energy into improving our communities whenever we can and trust that you will agree that our background is a good match.

Yours Truly,

DJdesign Inc., Architects and Planners

Tab A

Company History, Qualifications, Ability and Capacity

Tab A-Company History, Qualifications, Ability and Capacity

DJdesign Inc. Architects and Planners was founded in 2002 by Architects Dana M. Smith and James M. Wachtel with a commitment to "big firm expertise and small firm service". Dana and Jim have a combined 75+ years of Architectural Design and Planning experience with many local signature projects completed over the past 16 years. Those projects include **The 2003 Ocean Center Expansion, Daytona Beach International Airport Terminal Expansions, Flagler County Government Services Complex, Kim C. Hammond Justice Center, New Volusia County Courthouse, ICI Center** at **Embry Riddle Aeronautical University, Academic Support Center** at **Daytona State College** as well as many more small and mid-size public and private commissions. Jim and Dana have served on many local civic boards such as Volusia County Growth Management, Ormond Beach Historic Landmarks Preservation Board, Daytona Midtown Development Board, VCARD and DSC Building Technology Advisory Board. Architect Dana Smith will serve as the Principal in Charge and Lead Architect. Jim Wachtel will lead the Project Management and Construction Administration.

Legal Name:	DJdesign Services, Inc.
Type of Ownership:	Corporation, August 16, 2002
Location:	913 North Nova Road, Holly Hill, Florida 32117

DJdesign Inc. is a full-service Architectural Design Firm with services including:

- Architectural Services from Schematic Design through Construction
- Coordination of Engineering Disciplines and Special Consultants
- Programming-Pre-Design
- Conceptual Design
- Site Selection and Master Planning
- Assessment of Existing Facilities
- Space Needs, Due-Diligence Studies and Functional Studies
- Feasibility Studies
- ADA Accessibility Reviews
- Functional Programming
- Site Analysis
- Life Safety and Code Compliance Review
- Constructability and Forensic Review
- Project Management
- Cost & Schedule Estimating
- Technical Report Writing
- Furnishing/Equipment Specifications
- Construction Contract Negotiation
- Bidding Review and Analysis
- Contract Administration
- Project Management
- 3D Modeling, Renderings and Animation
- ED Design and Certification
- Revit Building Modeling

Tab A –Company History, Qualifications, Ability and Capacity

The project management principles at **DJdesign** engender consistent quality, cost control, on-time performance and coordinated documents during the design phase of each project. The **Project Work Plan** is our key management tool to deliver successful projects with respect to technical quality, client satisfaction, and project finances. The **PWP** is developed by the project manager with input from key project stakeholders. The **PWP** acts as a road map for the project team in carrying out our commitments. The **PWP** that will provide relevant project background and will identify yours and ours expectations as well as our respective "success factors," resources, and organizational data. The **PWP** will highlight key contractual information and will be kept current throughout the life of each project.

Four clear objectives define our Professional Excellence Goal:

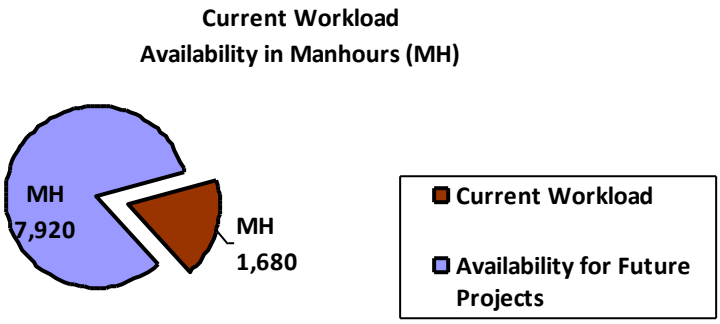
- Client satisfaction
- Team satisfaction
- Operational consistency
- Continuous improvement

The same project management team will continue through construction, with the specific goal of working together as a team with the contractor/construction manager to achieve a successful completion. Our record of satisfied clients confirms our company's commitment to maintaining a high level of quality and consistency in services, management, and overall capability. Further, it conveys that we as a company will support our clients' expectations and requirements in a professional manner and strive to request input towards continuous improvement.

Our team employs state-of-the art technologies to maximize our productivity, while maintaining a "lean" business model. Our team uses **AutoCAD 14**, enabling us to "file share" easily with all of our sub-consultants and modify documents quickly and accurately. Our team uses **REVIT** as well to **"**model" projects in 3-D so as to better communicate design intent with the client/users in the early stages, streamline the approval process and coordinate building systems with our engineers before construction ever begins.

We have two registered architects, one graduate architect, one designer/CADD and an office administrator. We have maintained a "lean and adaptable" team throughout the recent economic downturn while "under-promising and over-delivering".

We have more than sufficient design and production capacity to complete projects in the time required.



Tab A –Company History, Qualifications, Ability and Capacity

The **DJdesign Team** will lead each of the phases of work with the cooperation and input of the City staff and end-users of the proposed project. All final decisions and approvals, as always, rest with the City. We strive for consensus among all parties in the defining the project goals. The following steps are a general guide for project development and, depending upon the scope-of-work, may be applied:

Preliminary Investigation Phase

- Develop electronic base plans from measured drawings or site investigation
- Project schedule and cost model to be used as a guide by the design and construction teams

Programming Phase and Program Definition

- Determine current and future uses of the building or spaces
- Define the day-to-day operation of the facility in order to assure that the end-product functions the way the City staff and public intends.

Conceptual Study Phase

Upon agreement with and acceptance of the programming phase findings, the **DJdesign Team** will create two- and three- dimensional concepts to satisfy the most recent information developed during the programming investigation. Each concept developed will be reviewed with the stakeholders to test for functionality, usability and organization of space within the facility and general "curb appeal". The Revit rendering below demonstrates that process.

Project Budget - Refined

Using the conceptual plans and elevations as a basis of design, the **DJdesign Team** will develop a preliminary project budget. This exercise will help define the quality of materials to be identified in the subsequent phases of design documentation. Staff input and guidance during this phase of service is essential.

Final Design and Construction Documents Phase

Following the conceptual studies will be the progression into the design drawings and construction documents phases. At the completion of each of these phases, the set of design/construction documents will be given to the City for review and comment. **DJdesign** will assist City Purchasing with bidding documents, advertising for bids and analyzing the bid results.

Construction Administration

The implementation of the design does not end with issuance of Construction Documents or issuance of the Building Permit. The **DJdesign Team** will continue a strong presence and leadership role as the project transitions to the Construction Phase. The designer's role continues with the shop drawing reviews, quality control reviews, interpretations, scheduling decisions and operational concerns.

Tab B

Qualifications and Abilities of Professional Personnel

Tab B-Qualifications and Abilities of Professional Personnel

DJdesign Services, Inc.,
Architects and Planners
913 North Nova Road, Holly Hill, Florida 32117
Phone: (386) 255-6987
Fax: (386) 255-6989

Professional Staff:

Dana M. Smith, Architect, Vice-President

Role: Principal in Charge & Lead Project Architect

James M. Wachtel, Architect, President, LEED® Accredited Professional

Role: Project Management & Construction Administration

DJdesign Services, Inc. has extensive experience in these project types:

- Volusia County Fleet Operations Building Remodeling
- Volusia County IT Building Alterations
- Volusia County Agri-Cultural Kitchen Remodel
- Volusia County Branch Jail Entry Plaza
- Volusia County Judges Chamber Renovations
- Volusia County Public Defender Office Renovations
- Volusia County Animal Control Clinic Renovations
- Daytona State College Field House Renovations
- Daytona State College Building 420 Demo
- Daytona State College IT Tech Services Remodel
- Flagler County Public School Plant Services Remodeling
- Flagler County Colbert Land Trailhead Facility
- Flagler County Varn Park Public Facility
- Daytona Play House Addition and Renovations
- City of Holly Hill City Hall Annex Renovations
- City of Holly Hill Market Place Catering Room Alterations
- City of Daytona Beach Golf Club Renovations
- City of Daytona Beach Peabody Auditorium Kitchen Renovations
- City of Daytona Beach Environmental Learning Center and Public Facilities
- City of Daytona Beach Cypress Community Center
- City of Ormond Beach Andy Romano Park and Public Facilities
- City of Ormond Beach City Hall Renovations
- Umatilla Community Center Renovations
- Paisley Civic Center Upgrades
- Get Fitness Gym Renovations

Dana M. Smith, Architect

Principal-in-Charge & Lead Project Architect

Mr. Smith is the co-founder and Vice-President of DJdesign Services, Inc. Mr. Smith has over 38 years of experience as a professional architect. His primary emphasis is on client development, marketing and overall project design. His experience includes public buildings, government complexes, educational facilities, criminal justice facilities, athletic complexes, religious buildings, commercial buildings, museums and recreational facilities.

Mr. Smith's pre-planning and programming skills along with the user's input, informs the design process so that the built space is truly responsive to client needs and goals. His strengths are the comprehensive and seamless management of the design process from start to finish. Mr. Smith works very closely with the client ensuring that his vision is their vision.

EDUCATION

B. Design, Architecture, 1976
University of Florida

B. Architecture, Architecture/Urban Design, 1979
Boston Architectural College

M. Architecture, Architecture, 1985
University of Florida

CERTIFICATIONS

Registered Florida Architect
Registration Number AR0009483

Dana has been with DJdesign for 14 years and has 35+ years of experience.

PROJECT EXPERIENCE:

City of Port Orange:

- Cypress Head Clubhouse Remodeling
- City Hall Master Plan
- City Hall Break Room Remodel
- City Hall Pedestrian Bridge
- Public Safety Building Re-Use Study
- EOC Remodel

City of Daytona Beach:

- Daytona Beach Golf Club Renovations
- Peabody Auditorium Stage Improvements
- Environmental Learning Center
- Main Street Pier Renovations

Flagler County:

- Colbert Lane Trailhead Facility
- Government Services Center
- Emergency Operations Center

County of Volusia:

- Sheriff's IT Building Alterations
- Courthouse Judges Chambers Renovations
- Animal Control Center Remodeling

Daytona State College:

- Conference Center and Guest House
- Honor's Office and Lounge
- B300 Women's Center Renovations
- B200 Writing Center Renovation
- B430 Facilities Planning Remodel
- B450 Kinder Care Remodel
- Classroom of the Future Design
- B210 Library/Café Area Renovation

City of Holly Hill:

- Community Resource Center Renovation
- Historic Market Place Interior Renovation

James M. Wachtel, Architect
LEED® AP

Project Management &
Construction Administration

Mr. Wachtel is the co-founder and President of DJdesign Services, Inc. Mr. Wachtel has over 40 years of experience in all phases of Architectural Planning, Design and Project Management. He approaches each project from the point of view that a successful project is an interdisciplinary collaboration resulting in a single product and service that responds to the client's needs. This approach has resulted in successful projects for numerous public clients.

Mr. Wachtel's responsibilities include management of the overall project. He has had great success in implementing and overseeing the quality control operations of each project. He has consistently coordinated projects that were completed on time and within budget.

EDUCATION

B. Architecture, Architecture, 1970
University of Notre Dame

CERTIFICATIONS

Registered Florida Architect
Registration Number AR0014460

Jim has been with DJdesign for 14 years and has 40+ years of experience.

PROJECT EXPERIENCE:

City of Port Orange:
- YMAC Remodeling
- Allen Green Center
- Amphitheater Addition
- All Children's Park Design Criteria
- Port Orange Causeway D/B

City of Daytona Beach:
- Municipal Stadium Remodeling
- Utilities Department Renovation
- Peabody Auditorium Kitchen Renovations

County of Volusia:
- The Ocean Center Expansion
- AG Center Renovations
- GEMS Room Remodel
- Strickland Shooting Range
- Fire Services Rappelling Platform

Florida Power and Light:
- Daytona Beach Service Center Remodel
- Ormond Beach Service Center Remodel

City of Holly Hill:
- Middle School Electrical Renovation
- Middle School Restroom Renovation

Daytona Beach International Airport:
- TSA and New Security Addition
- Baggage Security Area Renovation
- In-Line Baggage Handling Renovation

Daytona State College:
- Outdoor Clock Tower Quad Remodel
- B300 Server Room Renovation
- B220 HVAC Replacement
- Boiler Replacement Remodel
- Campus Wide ADA Restroom Upgrades

Tab C

Experience on Similar Projects

Tab C-Experience on Similar Projects

Daytona State College, Continuing Architectural Design Services

Provide Architectural and Engineering Design Services for all campuses, for projects with construction cost of less than $500,000

Client: Daytona State College
Location: 1200 W. International Speedway Blvd., Daytona Beach, Florida 32114
Client Reference: Steve D. Eckman, P.E., Director of Facilities Planning
Phone: (386) 506-3180 E-mail: eckmans@daytonastate.edu
Years: 2004 - Ongoing

Services Provided:

Full Architectural Design and Planning Services, from Schematic Design thru Construction Administration on various new constructions, additions, renovations, remodeling, alterations, demolitions, space planning, life safety and master planning.

Projects:

Deltona Campus Falcon Center Remodeling
B100 Public Relations Office Renovations
B300 IT Tech Services Remodeling
B440 Field House Renovations
B310 Room 100A Remodeling
B420 Demolition
B200 Room 305 Renovations

Relevance: We are providing the same services that the City of Port Orange is requesting.

Tab C-Experience on Similar Projects

County of Volusia, Continuing Architectural Design Services for County Building Construction Projects

Provide Architectural and Engineering Design Services

Client: County of Volusia
Location: 3811 Tiger Bay Road, Daytona Beach, Florida 32124
Client Reference: Pete Musslewhite, Project Manager
Phone: (386) 248-1760 E-mail: pmusslewhite@volusia.org
Years: 2015 - Ongoing

Services Provided:

Architectural Design and Planning Services, from Schematic Design thru Construction Administration on various new constructions, additions, renovations, remodeling, alterations, demolitions, space planning, life safety and master planning.

Projects:

Cardinal Avenue Lifeguard Station
IT Building Alterations
New GEMS Remodeling
New Deland Courthouse Judges Chambers Renovations
Agri-Cultural Kitchen Remodeling
Fire Services Training Tower Upgrades
Volusia County Council Dais Remodeling
Volusia County Justice Center Court Remodeling
Animal Control Clinic Renovations
DBIA TSA Separation Remodeling/Restroom Alterations
Fire Services Rappelling Platform Remodeling
Fleet Operations Building Remodeling
WVJC Jury Room Alterations
Beachfront Parking
Strickland Shooting Range Remodeling
Branch Jail Entry Plaza
Volusia County Ocean Center Signage
Public Defender Office Remodeling

Relevance: We are providing the same services that the City of Port Orange is requesting.

Tab C-Experience on Similar Projects

City of Daytona Beach, Continuing Architectural Design Services

Provide necessary services to perform work on various capital improvement projects for use by the City.

Client: The City of Daytona Beach
P.O. Box 2451, Daytona Beach, FL 32115
Client Reference: Rick Doyle
Phone: (386) 671-8608 E-mail: doyler@codb.us
Years: 2005 - Ongoing

Services Provided:

Architectural Design and Planning Services, from Schematic Design thru Construction Administration on various new constructions, additions, renovations, remodeling, alterations, demolitions, space planning, life safety and master planning.

Projects:

Daytona Beach Golf Course Restaurant and Pro Shop Renovations
Ritchey Plaza Fountain
Daytona Beach Golf Club Improvements
Peabody Auditorium Kitchen Renovations
Utilities Department Renovations
Daytona Beach Band Shell Renovations
Daytona Beach Pier Renovations
Bus Stop Shelter at Tarragona Arch Upgrades
Bus Stop Shelter at Daytona Plaza Upgrades
Peabody Auditorium Stage Improvements
Municipal Stadium Concession Remodel

Relevance: We are providing the same services that the City of Port Orange is requesting.

Tab C-Experience on Similar Projects

City of Port Orange, Contract for Architectural Design Services

Client: The City of Port Orange, Parks and Recreation
1000 City Center Circle, Port Orange, Florida 32129
Client Reference: Susan Lovallo
Phone: 1-386-506-5852
E-mail: slovallo@port-orange.org

Cypress Head Golf Clubhouse Renovations

Services Provided:

Architectural Design Services from Schematic Design thru Construction Administration for renovations and upgrades to the existing Clubhouse/Banquet Facility. Project included new covered exterior dining areas, new storefront and upgraded HVAC system.

Before ***After***

Tab C-Experience on Similar Projects

City of Port Orange, Contract for Architectural Design Services

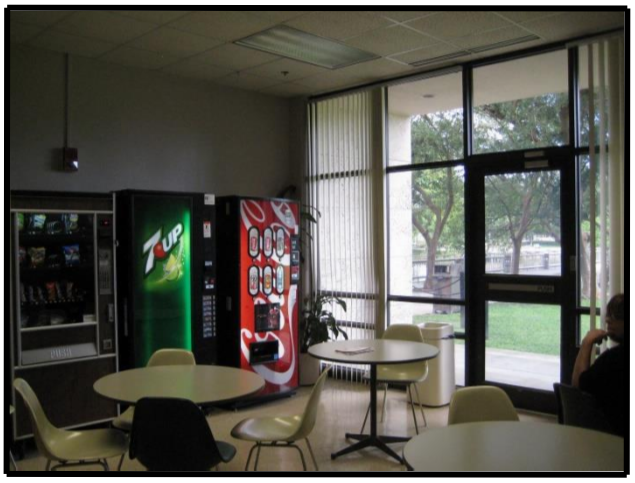
Client: The City of Port Orange, Parks and Recreation
1000 City Center Circle, Port Orange, Florida 32129
Client Reference: Susan Lovallo
Phone: 1-386-506-5852
E-mail: slovallo@port-orange.org

Services Provided:

Architectural Design and Planning Services on various new constructions, renovations, remodeling, alterations, demolition, space planning, life safety and master planning.

Recent Projects:

Public Safety Building Study
Port Orange City Hall Master Plan
Public Safety Building Re-Use Study 2
Public Safety Building Re-Use Study 3
City Hall Break Room Remodel
City Hall Pedestrian Bridge



Tab C-Experience on Similar Projects

City of Port Orange, Contract for Architectural Design Services

Client: The City of Port Orange, Parks and Recreation
1000 City Center Circle, Port Orange, Florida 32129

Past Projects:

Allen Green Community Center Addition
YMCA Additions and Remodeling
Port Orange Amphitheatre and Stage Roof Criteria

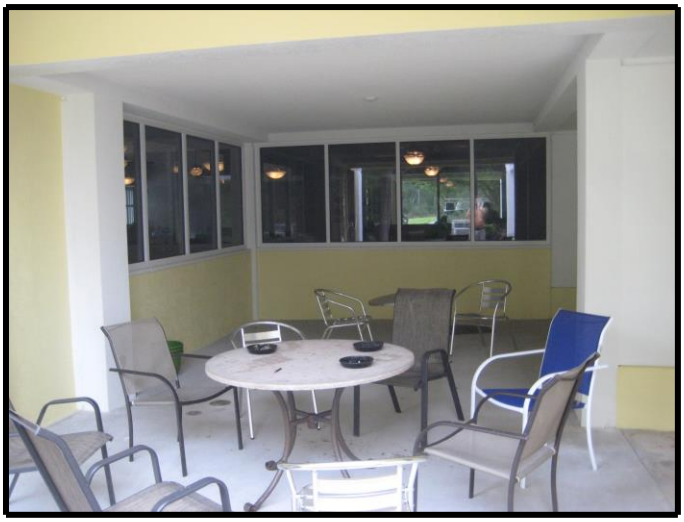
Tab E

Quality of Innovative Solutions and Project Approach

Tab E-Quality of Innovative Solutions and Project Approach

Project Approach:

At the beginning of the **Cypress Head Golf Clubhouse** project, the **DJdesign Team** was tasked with "roofing-over" two exterior courtyards to capture more covered, exterior space. The initial proposal was for hipped-roofs to be tied into the existing gable roofs. This solution proved to be very costly due to structural and weather-proofing issues. We proposed two low-slope roofs instead, with internal drainage which saved enough money to full air-condition the renovated ballroom.



The **Daytona Playhouse** was originally constructed in the early 1950's and has served the community constantly since. Whereas the auditorium space was more than adequate, the lobby, concessions and, most critically, the toilet facilities were wholly inadequate and inaccessible to the disabled community. The Theater Board was seeking a Volusia County ECHO Grant and the **DJdesign Team** was hired to facilitate a fresh, new lobby/ticketing/concession space and fully-accessible toilets *and* the scheme was deemed worthy enough for a $400,000 award.

Tab E-Quality of Innovative Solutions and Project Approach

The **DJdesign Team** was commissioned by **Daytona State College** to create an Academic Support Center on the main campus with a very tight site and equally-tight budget and schedule. To save time and money we proposed a three-story, concrete tilt-slab building design in lieu of the customary masonry construction process. The tilt-slab method allowed us to 'stand-up' the entire building shell in just over a month's time and it was able to withstand the onslaught of Hurricane Frances while only partially shored-up. As the first building of its kind on any DSC campus, it remains the most economical and easiest-to-maintain.

The **Flagler County Government Services** complex consists of nine buildings including an Emergency Operations Center, Administration Building and Courthouse. During programming and planning, the **DJdesign Team** proposed designing a central energy plant and chilled-water cooling loop to serve the air-conditioning needs of over 300,000 square feet of floor-space. Because of energy-efficient building designs and the chilled-water system, FPL rebated the County over $17,000 in power fees after the first quarter's operations.

Tab E-Quality of Innovative Solutions and Project Approach

Delivering Projects On-time and Within Budget:

The key to a successful project outcome depends upon the experience and perseverance of the design team leader. In this case we have in Dana Smith the continuity of having worked with many of the City's key staff already. He has helped program, design, schedule and budget most of the upcoming capital projects and understands how the City operates and the economic and social drivers that influence decisions within.

By managing the operational and budgetary expectations early-on and using these project management principles, he can affect consistent quality, cost-control, on-time performance and coordinated document management:

- Consistent and proactive leadership…*all* disciplines…*all* project phases.
- Detailed scheduling with milestone events.
- Careful documentation and distribution of information to the stakeholders.
- In-depth research of requirements, codes and standards.
- Early review with code authorities.
- Use of nationally recognized standards for planning, design and job-costing.
- Quality control of documents.
- Frequent site visits during construction.
- Pro-active responses and thorough documentation.

Tab F

Licenses & Insurance

Tab F-License and Insurance

DJdesign Services, Inc.,

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER
AA26000567

The ARCHITECT CORPORATION
Named below IS CERTIFIED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2017

D J DESIGN SERVICES, INC.
913 NORTH NOVA RD
HOLLY HILL FL 32117

ISSUED: 01/13/2015 DISPLAY AS REQUIRED BY LAW SEQ # L1501130001276

James M. Wachtel, RA, President, Project Management / Construction Administration

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER
AR0014460

The ARCHITECT
Named below IS LICENSED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2017

WACHTEL, JAMES M
1880 MANOR WAY
DELAND FL 32720

ISSUED: 01/13/2015 DISPLAY AS REQUIRED BY LAW SEQ # L1501130001261

Dana M. Smith, RA, Vice-President, Principal In Charge / Project Architect

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER
AR0009483

The ARCHITECT
Named below IS LICENSED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2017

SMITH, DANA MARSHALL
5 ARCHANGEL CIRCLE
ORMOND BEACH FL 32174

ISSUED: 01/13/2015 DISPLAY AS REQUIRED BY LAW SEQ # L1501130001252

Tab F-License and Insurance

U.S. GREEN BUILDING COUNCIL MEMBER

ORGANIZATIONAL

DJ DESIGN SERVICES, INC.

MEMBER SINCE 2010

The U.S. Green Building Council is the nation's foremost coalition of leaders working to transform the way buildings and communities are designed, built, and operated, enabling an environmentally and socially responsible, healthy, and prosperous environment that improves the quality of life.

S. RICHARD FEDRIZZI
President, CEO, & Founding Chair

GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Jim Wachtel

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

LEED AP

Chairman

December 18, 2008
Date Issued

Peter Templeton, President

Printed on 50% bamboo fibers / 50% post-consumer fibers with vegetable based inks.

2016 / 2017

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

Volusia County
FLORIDA

Account # 200306100006 Expires: September 30, 2017
Business Location: 913 N NOVA RD

Business Name: DJ DESIGN SERVICES INC
Owner Name: JIM WACHTEL
Mailing Address: 913 N NOVA RD
HOLLY HILL, FL 32117

BUSINESS TYPE	CODE	COUNT	TAX
Architect or Engineer	461AE		$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

DATE PAID:	08/03/2016
RECEIPT #:	Lockbox-15-00091
TOTAL TAX:	30.00
PENALTY:	0.00
TOTAL PAID:	30.00

7+200306100006+2017

Business Name: DJ DESIGN SERVICES INC
Owner Name: JIM WACHTEL
Mailing Address: 913 N NOVA RD
HOLLY HILL, FL 32117

Account # 200306100006 Expires: September 30, 2017
Business Location: 913 N NOVA RD

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

Client#: 1051554 DJDES

ACORD # CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2016

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
USI Insurance Services, LLC,
1715 N. Westshore Blvd. Suite 700
Tampa, FL 33607

CONTACT NAME:
PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Casualty & Surety Co	19038
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DJ Design Services, Inc.
913 North Nova Road
Holly Hill , FL 32117

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	6808782L51A	03/26/2016	03/26/2017	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							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 X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X		6808782L51A	03/26/2016	03/26/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	UB5675Y324	03/26/2016	03/26/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			DPS9803130	03/26/2016	03/26/2017	$1,000,000 per claim $1,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER

For Proposal Purposes

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

KEBEW

Tab G

Financial Stability/Litigation and Debarment History

Tab G-Financial Stability/Litigation and Debarment History

DJdesign Services, Inc. is a Florida Corporation wholly owned by Dana M. Smith and James M. Wachtel.

DJdesign Services Inc. has the financial capability and the human resources to manage the design team and provide the Architectural Services noted.

The Corporation engages PNC Bank for our Banking Services which includes checking, savings and line-of-credit services.

Contact is:

1020 Granada Blvd.
Ormond Beach, Florida 32174
(386) 677-6966

The Corporation engages Bennett, Woodward and Associates for Accounting Services.

Contact is:

Mr. Harold Bennett
1238 Ridgewood Ave
Holly Hill, Florida 32117
(386) 252-4669

DJdesign Inc. warrants that there is no action suit, proceeding, inquiry, or investigation, at law or equity, before or by a court, governmental agency, public board or body, pending or, to the best of the firm's knowledge, threatened, which would in any way prohibit, restrain, or enjoin, the execution or delivery of the firm's obligations or diminish the firm's financial ability to perform the terms of the proposed contract.

DJdesign Inc. is pleased to state that we have never been involved in, nor are currently involved in any type of claims or litigation.

DJdesign Services, Inc. has never been terminated from any contract agreement for any cause.

DJdesign Services, Inc., DUNS Number is 135391212

State of Florida
Department of State

I certify from the records of this office that DJDESIGN SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on August 16, 2002.

The document number of this corporation is P02000089023.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 25, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of January, 2016

Ken Detzner

Secretary of State

Tracking Number: CC2681386440

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Tab H

Client References for Similar Projects

Tab H: Client References For Similar Projects

Daytona State College, Continuing Architectural Design Services Contract

Contract awarded in 2004 with renewals and extensions thru 2016 with two years of extensions

Steven D. Eckman, P.E., Director of Facilities Planning
Daytona State College
1200 West International Speedway Blvd.
Daytona Beach, Florida 32114
(386) 506-3180
eckmans@daytonastate.edu

Volusia County, Continuing Architectural Design Services Contract

Contract awarded in 2015 – On-going

Peter H. Musslewhite, Facilities Engineer
County of Volusia, Financial & Administrative Services
3811 Tiger Bay Road
Daytona Beach, Florida 32124
(386) 248-1760
pmusslewhite@volusia.org

Flagler County Public School District, Continuing Architectural Design Services Contract

Contract awarded in 2012 with renewals and extension thru 2017 with two years of extensions

Chuck Coates, Project Manager
Flagler County Public School District, Plant Services
5400 Highway 100 East, Palm Coast, FL 32164
Phone: (386) 586-5192
coatesc@flaglerschools.com

Tab I

Required Documents

SECTION 9 – REQUIRED FORMS

FORM 9.1 – STATEMENTS OF QUALIFICATIONS SUBMITTAL CHECKLIST

✓ Form 9.2 – Vendor's Acknowledgement Form

✓ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form

✓ Form 9.4 – Drug Free Preference Statement

✓ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3) (a) F.S. in Public Entity Crimes

✓ Form 9.6 – Affidavit of Anti-Collusion Form

✓ Form 9.7 – Authorized Signatures/Negotiators

✓ Form 9.8 – Vendor Application Form

✓ W-9 Form

✓ Copy of Certificate of Insurance

✓ Submission of one (1) original marked "ORIGINAL", six (6) identical copies, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: DJdesign Services, Inc.,
Vendor

Authorized Signature

August 26, 2016
Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statements of Qualifications (RFSQ) Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Statements of Qualifications at the prices or rates as finally negotiated. I agree that my Statement will remain firm for a period of up to one hundred and twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Statements of Qualifications.

I certify that all information contained in this Statement is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Statement on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Statement is made without prior understanding, contract, connection, discussion, or collusion with any person, firm or corporation submitting a Statement for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFSQ; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT OF QUALIFICATIONS IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

_____

_____

DJdesign Services, Inc.	913 North Nova Road
NAME OF BUSINESS	MAILING ADDRESS
Dana M Smith	Holly Hill, Florida 32117
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
Dana M. Smith, RA, Vice-President	1-386-255-6987 1-386-255-6989
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
11-3654812	dsmith@djdesigninc.com
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of 26th, 20 16 by Dana M. Smith, RA, VP, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

SHANNON DEE FOOR
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF028797
Expires 9/15/2017

Shannon Foor
Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

* *

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

> "The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

DJdesign Services, Inc.,
Name of Business

Dana M Smith
Authorized Signature

August 26, 2016
Date

DANA M. SMITH
Print Name

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this day of 26th, 20 16 by Dana M. Smith, RA, VP, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Shannon Foor
Notary Public

SHANNON DEE FOOR
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EF028797
Expires 9/15/2017

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

Name of Firm: DJdesign Services, Inc.,

By: Dana M. Smith, RA, VP
(Name and Title)

Date: August 26, 2016

The foregoing instrument was acknowledged before me this 26th day of August, 2016 by Dana M. Smith, as Vice-President of DJdesign and who: [X] is personally known to me; or [__] has produced _____ as identification.

SHANNON DEE FOOR
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF028797
Expires 9/15/2017

Notary Public, State of Florida

This document must be completed and returned with your Submittal

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Dana M. Smith VP, who, being by me first duly sworn, made the following statement:

1. The business address of DJdesign Services, Inc., (name of Offeror or business) is 913 North Nova Road, Holly Hill, Florida 32117.

2. My relationship to DJdesign Services, Inc., (name of Offeror or business) is Vice-President (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

(Authorized Signature) — August 26, 2016 (Date)

Dana M. Smith, RA, VP
(Print Name)

STATE OF Florida COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 26th day of August, 2016 by Dana M. Smith, as VP of DJdesign and who: [X] is personally known to me; or [ ] has produced _____ as identification.

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

SHANNON DEE FOOR
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF028797
Expires 9/15/2017

This document must be completed and returned with your sealed bid

FORM 9.6. – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE STATEMENT OF QUALIFICATIONS REPRESENTS THE VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM: DJdesign Services, Inc.,

SIGNED BY: Dana M. Smith

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

PRINTED SIGNATURE: Dana M. Smith, RA

TITLE: Vice-President

ADDRESS: 913 North Nova Road

CITY: Holly Hill STATE: Florida ZIP CODE: 32117

TELEPHONE: 1-386-255-6987 FAX: 1-386-255-6989

COMPLETION TIME: _____

F.E.I.N. NUMBER: 11-3654812

NO Statement of Qualifications may be withdrawn for a period of one hundred and twenty (120) days subsequent to the submittal of the Statement of Qualifications, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
Dana M. Smith, RA	Vice-President	1-386-255-6987
James M. Wachtel, RA	President	1-386-255-6987

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.8 - VENDOR APPLICATION

City of Port Orange

Vendor Application

Date: August 26, 2016

City of Port Orange
Attn: Purchasing Division
(386) 506-5718
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

FIRM NAME: DJdesign Services, Inc.,

ADDRESS: 913 North Nova Road

CITY: Holly Hill STATE: Florida ZIP CODE: 32117

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: 913 North Nova Road, Holly Hill, Florida 32117

TEL. # (including area code): 1-386-255-6987 FAX.# 1-386-255-6989

SIGNATURE PERSON FILING APPLICATION: Dana M Smith

PRINTED NAME: Dana M. Smith, RA

TITLE: Vice-President

FEDERAL I.D. (F.E.I.N.) # 11-3654812

E-MAIL ADDRESS: dsmith@djdesigninc.com
(Authorized Company Representative)

COMPANY STATUS:
INCOPRORATED: ☒ Y ☐ N State Incorporated: Florida Year: 2002

TYPE OF ORGANIZATION: ☐ Indiv. ☒ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative actions requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: Dana M. Smith, RA Title: Vice-President

Commodity/Services Architectural Design and Planning Services

This document must be completed and returned with your Submittal

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
DJdesign Services, Inc.,

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

☐ Other (see instructions)

☐ Exempt payee

Address (number, street, and apt. or suite no.)
913 North Nova Road

Requester's name and address (optional)

City, state, and ZIP code
Holly Hill, Florida 32117

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
1 1 – 3 6 5 4 8 1 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).
4. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | Signature of U.S. person | Date August 26, 2016

This document must be completed and returned with your Submittal

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Why Select DJdesign?

- ***We are very experienced with these types of projects!***
- ***We are readily accessible and very responsive!***
- ***We are innovative and budget-sensitive!***
- ***We enjoy repeat business from satisfied clients!***
- ***We provide strong project management as 'hands-on' professionals!***
- ***We provide aggressive and pro-active construction phase services!***

For additional information please contact
Dana Smith, Principal-In-Charge, at the following:
Phone: 1-386-255-6987
Fax: 1-386-255-6989
Cell: 1-386-235-6419

CITY OF PORT ORANGE
EVALUATION SHEET for RANKING of PROFESSIONALS
INITIAL EVALUATION of WRITTEN PROPOSALS

RFSQ # 16-36 Professional Architectural Services

Evaluation Committee Meeting
Meeting Date: September 7, 2016 @ 1:00 p.m.

	Evaluation Committee Members				Total Ranking Score	Final Rank
Company Name	**Wayne Clark**	**Frank Flagg**	**Tim Burman**	**Luis Leal**		
Bently Architects & Engineers Inc.	78	74	92	74	318	2
DjDesign Inc.	98	98	94	90	380	1
Forefront Architecture & Engineering LLC	76	72	82	72	302	3

Motion to move directly to ROA by W. Clark, seconded by F. Flagg; motion carried by vote 4-0. Recommendation for one (1) continuing contract with top ranked firm made by F. Flagg, seconded by T. Burman; Motion carried by vote 3-1.

RECOMMENDATION OF AWARD
DjDesign Inc.

Purchasing Manager:

CITY OF PORT ORANGE, FLORIDA
RFSQ TABULATION SHEET

ALL STATEMENTS OF QUALIFICATIONS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. STATEMENTS OF QUALIFICATOINS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY STATEMENTS OF QUALIFICATIONS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER STATEMENTS OF QUALIFICATIONS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL STATEMETNS OF QUALIFICATIONS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQURES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

RFSQ NUMBER: RFSQ-16-36
RFSQ TITLE: PROFESSIONAL ARCHITECTURAL SERVICES
OPENING DATE/TIME: AUGUST 26, 2016 AT 2:30 P.M.

		Response 1	**Response 2**	**Response 3**
Submittal of Required Forms (mark "yes" or "no")		Bently Architects & Engineers Inc. Longwood, Florida 32750	DjDesign, Inc. Holly Hill, Florida 32117	Forefront Architecture & Engineering, LLC Clermont, Florida 34711
9.1	Submittal Checklist	Yes	Yes	Yes
9.2	Vendor's Acknowledgment	Yes	Yes	Yes
9.3	Addendum/Change Order Acknowledgement	Yes	Yes	Yes
9.4	Drug Free Preference Statement	Yes	Yes	Yes
9.5	Statement on Public Entity Crimes	Yes	Yes	Yes
9.6	Affidavit of Anti-Collusion	Yes	Yes	Yes
9.7	Authorized Signatures/Negotiators	Yes	Yes	Yes
9.8	Vendor Application & W-9	Yes	Yes	Yes
	1 Original, 6 Copies, 1 Digital Copy	Yes	Yes	Yes
	Deemed Responsive?	Responsive	Responsive	Responsive

Opened and tabulated by: Diana M. Fye, CPPB, FCPA, Purchasing Manager
Witnessed by: David Battaglia, Purchasing Agent

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR STATEMENTS OF QUALIFICATIONS

PROFESSIONAL ARCHITECTURAL SERVICES
RFSQ #16-36

City of Port Orange Purchasing Division
Diana M. Fye, CPPB, FCPA, Purchasing Manager

Prepared by: Diana M. Fye, CPPB, FCPA, Purchasing Manager

Release Date: August 5, 2016

Statement of Qualifications Due Date and Time:
August 26, 2016 at 2:30 p.m.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org

Legal Notice to Proposers

RFSQ #16-36 Professional Architectural Services

Notice is hereby given that the City of Port Orange, Florida pursuant to and in compliance with the Consultants Competitive Negotiation Act, Florida Statutes 287, Section 287.055 is seeking Statements of Qualifications for Professional Architectural Services. Submissions of Statements of Qualifications (Statements) will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on August 26, 2016** which may be amended by addendum issued by the City. All untimely Statements will not be considered and will be returned to the Proposer unopened. All Statements will be evaluated to ensure they contain all required forms in order to deem the Proposer responsive or non-responsive. Statements will be opened and read aloud at 2:30 P.M. in Council Chambers.

DESCRIPTION: The purpose of this RFSQ is to establish a master agreement for professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange.

All Statements of Qualifications are solicited and will be evaluated on the criteria outlined in the RFSQ. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Statements of Qualifications received in accordance with the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2.256 and the Policies and Procedures as set forth in the City's Purchasing Manual. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com.

Copies of the RFSQ documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, purchdiv@port-orange.org and reference "Questions on RFSQ #16-36, Professional Architectural Services" in the subject line. Last day for questions will be **August 12, 2016 at 5:00 PM.**

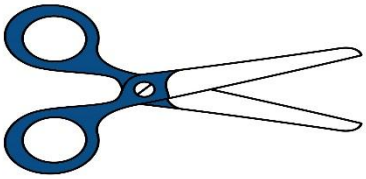
All Vendors are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

No Statements received after the time and date specified for the opening will be considered. The City of Port Orange reserves the right to negotiate modifications to any submittal that it deems to be acceptable; to reject with or without cause, any or all submittals, or to interview or not interview individual submitters, to waive any non-substantial irregularity in submissions received in whole or in part whenever such waiver or rejection is in the best interest of the City.

Statements of Qualifications shall be **submitted in the City Clerk's office** with one (1) original (marked as "Original"), six (6) identical copies, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFSQ #16-36, Professional Architectural Services".**

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Legal Ad - One Time – **August 5, 2016**

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



SEALED STATEMENT OF QUALIFICATIONS • DO NOT OPEN

SEALED STATEMENT NO. **RFSQ #16-36**

STATEMENT TITLE: **Professional Architectural Services**

DUE DATE/TIME: **August 26, 2016 at 2:30 pm**

SUBMITTED BY: _____

(Name of Company)

DELIVER TO: **City of Port Orange City Clerk's Office**
Attn: Diana M. Fye, CPPB, FCPA
Purchasing Manager
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

DATE/TIME RECEIVED: _____

(To be stamped by Clerk's Office)

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[Remainder of this page left intentionally blank]

SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Statement of Qualifications (RFSQ) is to solicit competitive sealed Statements of Qualifications from Vendors for the provision of professional Architectural Services, in accordance with Florida Statue 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA"), as described herein.

It is the intent and purpose of the City of Port Orange (City) that this Request for Statement of Qualifications promotes competitive selection. It shall be the Vendor's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFSQ to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO VENDORS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed Statements of Qualifications including one (1) original (marked as "Original"), six (6) identical copies, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution: ..... August 5, 2016
Deadline for Questions: ..... August 12, 2016 by 5:00 p.m.
Final Addendum Posting: ..... August 19, 2016
Statements Due: ..... August 26, 2016 by 2:30 p.m.
Evaluation Committee Meeting ..... 1:30 p.m., September 6, 2016
Shortlisted Firms Presentations/Discussions ..... September 13, 2016
City Council Meeting for Approval of Recommendation of Award ..... September 20, 2016

Statements of Qualifications must be delivered in a sealed envelope/package and delivered to the City of Port Orange City Clerk's Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, Florida 32129 no later than the date and time listed in the Timeline above. All times referenced are local time.

Statements of Qualifications shall be sealed and Vendors should clearly indicate on the outside of their submission the following:

a) Request for Statements of Qualifications (RFSQ) Number and Title
b) Date of Opening
c) Name of Vendor
d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Statements of Qualifications to the City prior to the deadline set for receiving statements. Carrier and hand deliveries of Statements will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Statements received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their Statement package. **Faxed Statements shall be rejected as non-responsive regardless of where or when the fax is received.**

All Statements of Qualifications will be opened publicly and the names of all Vendors shall be read aloud. All conferences, and meetings (including opening of Statements) regarding this RFSQ are recorded electronically (audio only).

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

QUESTIONS REGARDING THIS RFSQ:

All questions shall reference "Questions on RFSQ # 16-36 Professional Architectural Services" in the subject line. All questions concerning this RFSQ shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Diana M. Fye, CPPB, FCPA
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org; or
dfye@port-orange.org

ADDENDA REGARDING THE REQUEST FOR STATEMENT OF QUALIFICATIONS:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Statement Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this RFSQ or in any addendum to this RFSQ. Where there appears to be a conflict between the RFSQ and any addenda issued, the last addendum issued will prevail.

It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Statement that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Statements. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a Statement.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com

The failure of Vendors to submit acknowledgement of any addenda that affects the RFSQ required documentation is considered a major irregularity and will be cause for rejection of the Statement.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFSQ submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFSQ. Lack of understanding and/or misinterpretation of any portions of this RFSQ shall not be cause for withdrawal of your Statement after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit a Sunbiz report showing your company registered as "Active".

Vendors must be properly registered and licensed to engage in the scope of work pertaining to this RFSQ, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFSQ on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive.

EXCEPTIONS TO SPECIFICATIONS:

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

STATEMENT OF QUALIFICATIONS SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF STATEMENTS OF QUALIFICATIONS:

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

WITHDRAWAL OF STATEMENTS OF QUALIFICATIONS:

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

OPENING OF STATEMENTS OF QUALIFICATIONS:

Statements of Qualifications will be received until the date and time stated in this RFSQ and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a Statement not properly addressed and identified.

REJECTION OF STATEMENTS OF QUALIFICATIONS:

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

STATEMENTS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

(a) Failure to update the information on file including address, product, service or business descriptions.

(b) Failure to perform according to contract provisions.

(c) Conviction in a court of law of any criminal offense in connection with the conduct of business.

(d) Evidence of a violation of any federal or state anti—trust law based on the submission of bids or proposals, or the awarding of contracts.

(e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.

(f) Other reasons deemed appropriate by the City.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFSQ. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Statements for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFSQ.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

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SECTION 3 – SCOPE OF SERVICES

PROJECT DESCRIPTION:

The purpose of this RFSQ is to establish a master agreement for Professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the "Consultants' Competitive Negotiation Act" (the "CCNA"). Services for projects may include conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Architect. Each task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects nor will the Architect perform any project for the City during the life of this Contract.

GENERAL INFORMATION:

Sub-consultants

The City of Port Orange reserves the right to approve all sub-consultants for this contract. If sub-consultants are to be utilized, their names and references must be included within this initial proposal. Responsibility for the performance of the contract remains with the main Consultant exclusively. Sub-consultants may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange.

Qualifications

The proposer must have architects or other professional personnel that are registered and licensed in the State of Florida, qualified inspectors, financial advisors or other personnel as required to perform the duties necessary to complete the various services for this project.

Anticipated Services

The top ranked firms will submit a detailed scope of services for consideration during negotiations for individual work authorizations under the continuing service contract. The negotiated scope of professional services for the specified project(s) may include, but may not be limited to, the scope of work discussed above.

Compensation

After a final ranking of all proposals received has been decided, the City will begin negotiations with the top ranked firms for a master contract and pricing, per the Consultant's Competitive Negotiations Act requirements. Compensation will be negotiated between the City and the awarded firms.

The City may elect to provide compensation in the Lump-Sum or Unit Cost with maximum format.

Progress payments may be requested monthly. All invoices shall include the Purchase Order Number, the City Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the Consultant's billing shall be provided.

The City's normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

No out of scope services shall be provided or compensated in the absence of prior, written authorization in the form of a supplemental Contract and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

ARCHITECTURAL SERVICES:

- Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, technical specifications and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

- Prepare time scaled diagrams showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;

- Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.

- Furnish consultation and advice as requested by the City during the construction of a project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached to the Task Authorization);

- Furnish all other Architectural services included without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to the Master Agreement Contract:

  (a) Site Visits/Special Permits: The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.

  (b) Preliminary Sketches and Opinion of Probable Construction Costs: The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. A preliminary opinion of probable construction costs shall be prepared based on the preliminary sketch or plan.

  (c) Working Drawings and Specifications: After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule

provided with a Task Authorization. A typical design schedule would include 30%, 60% and 90% drawings unless otherwise indicated on the Task Authorization. Working drawings and specification shall be revised as necessary to meet the requirements of permitting and regulatory agencies and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by permitting and regulatory agencies and the Contract Administrator.

(d) Original Drawings – Final Plans: Upon approval of final plans the Architect shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Architect shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

(e) Revision of Final Drawings and Specifications: The Architect shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.

(f) Bidding: The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.

(g) Reuse of Documents: The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced for a project in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City.

(h) Expert Witness: The Architect shall serve as an expert witness for the City in any legal proceedings regarding a project under this Contract if the City so requests. The expert witness fee for the Architect shall be negotiated at the time the Architect is called as an expert.

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SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda

2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.

3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.

4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.

5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.

6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.

7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract

8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")

9. **City** means the City of Port Orange.

10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.

11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.

12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.

13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.

14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.

15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.

16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.

17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.

18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.

19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.

20. **Evaluator** is a member of the evaluation committee/team.

21. **Goods** are supplies, materials, or equipment.

22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.

23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.

24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.

25. **Issues** means points, matters, or concerns to be addressed during negotiations.

26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.

27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.

29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).

30. **Negotiator** is a member of the negotiation team.

31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a

Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.

33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.

34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.

35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.

36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.

37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.

38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.

40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.

41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.

42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.

43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.

44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.

45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.

46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.

48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.

49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.

50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.

51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.

52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.

53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.

54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.

55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.

56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. ANTI-COLLUSION STATEMENT

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers

and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

4. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

5. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

6. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

7. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all

proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

8. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth Section 2 – Instructions to Vendors on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

9. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.

b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.

c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

10. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

11. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

12. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

13. **CHANGE ORDER REQUEST NOTIFICATION:**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

14. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending

solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

15. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

16. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

17. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

18. **CONTRACT**

Any acquisition above the $25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to $25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial

irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

19. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than $25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

20. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

21. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars ($25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

22. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

23. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

24. **DEBARMENT HISTORY:**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

25. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

26. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

27. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.

b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.

c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.

d. The quality of performance of previous contracts.

e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.

g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.

h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.

i. The number and scope of conditions attached to the bid.

j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

28. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

29. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

30. **E-VERIFY**

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

31. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

32. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

33. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

34. **FACILITIES**

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

35. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

36. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

37. **FORCE MAJEURE**

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

38. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

39. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than $10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

40. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further

funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void*.

41. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

42. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

43. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

44. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

45. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot

furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

46. **INSURANCE**

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

47. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

48. **INSURANCE REQUIREMENTS**

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. The Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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

Insurance	Limits: Standards	Comments
Workers' Compensation Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of $500,000.

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

49. **<u>INVOICES AND PAYMENTS</u>**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

50. **<u>IRREVOCABILITY OF RESPONSES</u>**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

51. **<u>LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS</u>**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered.

Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

52. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

53. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

54. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit with the RFP two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

55. **LITIGATION HISTORY:**

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

56. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance,

it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

57. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

58. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

59. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

60. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

61. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

62. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

63. **OTHER AGENCIES:**

(a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

(b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

64. **PATENTS/COPYRIGHTS**

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

65. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal conference is mandatory and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

66. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

67. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

68. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services

shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

69. **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

70. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

71. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

72. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

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

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

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

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

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

73. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10 day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

74. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

75. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

76. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

77. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

78. **RECYCLED MATERIALS**

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

79. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

80. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

81. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format

outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

82. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

83. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

84. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

85. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

86. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

87. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

The City will utilize Demand Star for distribution of Formal Solicitations at: www.demandstar.com.

88. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

89. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

90. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

91. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

92. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

93. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at http://ccfcorp.dos.state.fl.us/index.html. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

94. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

95. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

96. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

97. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

98. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such

reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

99. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

100. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a “Deliver To:” address.

101. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A.”

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted, shall contain an original signature on the Vendor’s Acknowledgement Form contained in each Solicitation.

102. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City’s terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City’s sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

103. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.

c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

104. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall have the authority to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29)

105. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

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SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Statements of Qualifications offered in this RFSQ must remain firm for a period of one hundred and twenty (120) days from the RFSQ opening date.

CONTRACT TERM:

The term of the contract shall be for an initial three (3) year period with two (2) additional one (1) year renewal options.

ELIGIBILITY OF FIRM:

To be eligible to respond to this RFSQ, the Firm must have a minimum of five (5) years' prior successful experience working with the requested services in this RFSQ. Please provide eligibility experience with your submittal.

Statements of Qualifications will be considered from Firms who have adequate personnel and equipment and who are so situated as to perform prompt service, who maintain the regular business hours of approximately 8:00 AM to 5:00 PM, Monday through Friday, except for City holidays.

The City reserves the right to conduct an inspection of the proposer's facility and equipment prior to award of the RFSQ.

Proposals will be considered only from Firms which are regularly engaged in the business as described in the RFSQ document; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions stated herein. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

[Remainder of this page left intentionally blank]

SECTION 7 – STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS

Statements of Qualifications shall include all of the information solicited in this RFSQ, and any additional data that the respondent deems pertinent to the understanding and evaluation of the Statement. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration.

Submittal of a Statement of Qualifications shall constitute the Vendor's agreement and intent to follow and adhere to all statements and offerings contained within this RFSQ.

The sections of the submitted Statements that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points are addressed in "Section 8 – Evaluation of Statements of Qualifications."

In conjunction with other material and information requested in the RFSQ, all Vendors responding to this solicitation shall provide one (1) original (marked as "Original"), six (6) identical copies, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS:

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST:

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFSQ number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

TAB A – COMPANY HISTORY, QUALIFICATIONS, ABILITY, and CAPACITY: (15 Evaluation Points)

- Provide a brief narrative, not exceeding two (2) pages, of the corporate history of the firm.

- Provide a statement of the firm's qualifications, ability, and capacity to perform the scope of work, not exceeding ten (10) pages. Include a description of the manner in which you will successfully complete the proposed work.

- This section should also include the firm's qualifications and capacity to meet the needs of the City of Port Orange. This may take the form of a narrative or chart and may include pictures or graphics which describes the firm's qualifications, work philosophy, as well as the projected commitment of resources throughout the expected time frame for the project.

- Within this section, please also include a list, table, or graphic along with a short narrative explanation depicting services or practice areas in which the firm/team has exceptional expertise in specific service(s) or niche practices.

TAB B – QUALIFICATIONS AND ABILITIES OF PROFESSIONAL PERSONNEL: (15 Evaluation Points)

- Provide a description, not exceeding five (5) pages, of the proposed project team. This description should provide the following:
    - Names;
    - Titles;
    - Organization structure for the proposed project team;
    - Firm names (if sub-consultants are involved); and
    - Clearly identify the proposed role in the project team for each person.

- **For each person named**, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions shall include at a minimum:
    - The professional qualifications and experience for each person;
    - A summary of experience on projects similar to that described by this RFSQ; and
    - Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).

TAB C – EXPERIENCE ON SIMILAR PROJECTS (include City of Port Orange projects): (20 Evaluation Points)

- Without exceeding fifteen (15) pages total, provide descriptions at least three (3) projects of similar size and scope of this RFP and the manner in which you have experience and have completed or will successfully complete the work. Do not include projects completed more than five (5) years ago.

- Include the project name, date, location, associated team members, project summary, and the dates of completion or projected dates of completion.

- Describe any specific problems that were encountered during the project and how those problems were addressed.

- Where similar services were provided, list all contract terminations within the past five (5) years due to any circumstance other than contract expiration or non-renewal.

- Projects for the City of Port Orange may be included in this section.

TAB E – QUALITY OF INNOVATIVE SOLUTIONS and PROJECT APPROACH: (10 Evaluation Points)

- Provide example(s) of innovative solutions in which your firm's involvement on a specific project resulted in cost savings.

- Explain in concept how your firm will deliver projects on time and within budget.

TAB F – LICENSES/INSURANCE: (5 Evaluation Points)

- Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as "Active."

- Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.

- Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number.

TAB G – FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY: (5 Evaluation Points)

- All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

- This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.

  This shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.

- This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.

  This shall include any debarment actions against your company by the City or other public entity.

- Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.

- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

TAB H – CLIENT REFERENCES FOR SIMILAR PROJECTS: (10 Evaluation Points)

- Provide a maximum of three (3) Client References (do NOT include the City of Port Orange) within the last three (3) years for the services described in this RFSQ. Include the name and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided. ***City of Port Orange shall not be listed as a current contract. *The information provided under this tab, must be current and the City must be able to contact for verification as part of the evaluation process.**

- All reference contact information MUST be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.

- Below is a sample of the verification questions that may be used:

1. What type of services did the Vendor do for you? What was the scope of the project?
2. Did they meet the terms of the contract?
3. Was the project completed on time and within budget?
4. Did the Vendor keep you apprised on any issues with the project? How well did the Vendor communicate with you?
5. Did they respond in a timely manner to calls, requests, etc.?
6. Did they provide adequate staff to take care of the needs of your company/agency?
7. Did the Vendor manage sub-consultants and/or sub-contractors?
8. How was your experience in working with this Vendor? What frustrations, if any, did you have along the way?
9. What is your level of confidence in using this Vendor in the future? Do you feel the vendor will meet your needs in the next 3-5 years?
10. Overall, would you recommend this Vendor?

TAB I – REQUIRED DOCUMENTS:

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your Statement of Qualifications, or a reduction in evaluation points. Required forms include:

- Form 9.1 Statement Submittal Checklist
- Form 9.2 Vendor Acknowledgement Form
- Form 9.3 Addendum and Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Affidavit of Anti-Collusion Form
- Form 9.7 Authorized Signatures/Negotiators
- Form 9.8 Vendor Application and W-9 Form

[Remainder of this page left intentionally blank]

SECTION 8 – EVALUATION OF STATEMENTS OF QUALIFICATIONS

EVALUATION CRITERIA:

Firms submitting the required criteria will have their written Statements of Qualifications evaluated and scored for quality of response, qualifications and experience and engagement approach and schedule. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

EVALUATION CRITERIA for WRITTEN STATEMENTS of QUALIFICATIONS **CATEGORY SCORE**

A. QUALIFICATIONS and RELATED EXPERIENCE: (Max 50 points outlined below)

(1) Company History, Qualifications, Ability, and Capacity (Key Principal).....(15 points)

- *8-15 points – More than 5 years of related experience and able to meet City's needs*
- *4-7 points – 3 to 4 years of related experience and able to meet City's needs*
- *1-3 points – 1 to 2 years related experience and able to meet City's needs*
- *0 points – No prior related experience*

(2) Qualifications & Abilities of Professional Personnel (Related Experience, Strength of Team) .....(15 points)

- *8-15 points – More than 5 years of related experience*
- *4-7 points – 3 to 4 years of related experience*
- *1-3 points – 1 to 2 years related experience*
- *0 points – No prior related experience*

(3) Experience with Related Scope of Work Required with this RFSQ.....(20 points)

- *13-20 points – 3 or more directly related projects*
- *6-12 points – 1 to 2 directly related projects*
- *1-5 points – Similar but not directly related projects*
- *0 points – No directly related or similar projects*

B. STRENGTH of STATEMENT of QUALIFICATIONS and APPROACH: (Max 30 points outlined below)

(1) Clarity/Completeness of Statement.....(10 points)

- *8-10 points – Statement is exceptionally well written and clearly addresses all issues outlined in the RFSQ*
- *4-7 points – Statement is understandable and addresses most of the specific issues outlined in the RFSQ*
- *1-3 points – Statement is somewhat understandable and addresses some of the issues outlined in the RFSQ*
- *0 points – Statement does not address issues outlined in the RFSQ*

(2) Understanding of Scope of Services.....(10 points)

- *8-10 points – Demonstrated exceptional understanding of the scope of services*
- *4-7 points – Understands the scope of services*
- *1-3 points – Has some understanding of the scope of services*
- *0 points – Has no solid or working understanding of the scope of services*

(3) Quality of Innovative Solutions and Project Approach .....(10 points)

- *8-10 points – Innovative solutions and project approach is exceptionally detailed, well organized, and shows project milestones and staff assignments and clearly demonstrates capacity to carry out a project within set deadlines*
- *4-7 points – Innovative solutions and project approach is generally organized and shows a capacity to carry out tasks but lacks sufficient detail*
- *1-3 points – Innovative solutions and project approach is addressed but poorly organized*
- *0 points – Innovative solutions and project approach is not addressed or is difficult to understand and not organized*

C. <u>LICENSES/INSURANCE</u>: (Max 5 points)

(1) Copies of Required Licenses, Certifications, Sunbiz Report, Proof of Insurance.....(5 points)

- *5 points – Provided copy of required licenses and certifications, Sunbiz report, and proof of insurability per insurance requirements listed in the RFSQ*
- *3-4 points – Provided copy of required licenses and certifications and proof of insurability per insurance requirements listed in the RFSQ*
- *1-2 point – Provided only copy of Sunbiz report and proof of insurability per insurance requirements listed in the RFSQ*
- *0 points – Provided no licenses nor proof of insurability per insurance requirements listed in the RFSQ*

D. <u>FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY</u>: (Max 5 points)

(1) Litigation and Debarment History.....(5 points)

- *5 points – No Litigation nor Debarment history in last 5 years*
- *3-4 points – Litigation and/or Debarment history in last 5 years, no actions taken*
- *1-2 points – Litigation and/or Debarment history in last 5 years, action was taken against firm, no current litigation and/or debarment actions*
- *0 points – Current Litigation action and/or Debarment action in current year*

E. <u>REFERENCES</u>: (Max 10 points overall)

(2) A minimum of three (3) references all from similar projects that have been successfully completed within the past 5 years.....(5 points)

(3) References were able to be contacted and verified.....(5 points)

Total Maximum Points (100 points)

<u>RFSQ SCHEDULE</u>:

Refer to the Timeline in Section 2 of the RFSQ document regarding proposed evaluation date(s) and time(s). *The City reserves the right to alter dates as needed.*

<u>EVALUATION PROCEDURE:</u>

The Evaluation Committee is comprised of City staff and **<u>may</u>** include a City Council Member or Council appointed Board of Commission member who will evaluate and rank proposals based on a weighted score

point formula. All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All Statements of Qualifications will be subject to a review and evaluation process pursuant to and in compliance with the Consultants Competitive Negotiation Act, Florida Statutes 287, Section 287.055. It is the intent of the City that all Firms responding to this RFSQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Statements received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

1. Responsiveness of the Statement related to the Scope of Services;

2. The ability, capability and skill of the Vendor to perform the contract, including the range of services offered.

3. Whether the provider can perform the contract within the time specified without delay or interference.

4. The quality, availability and adaptability of the supplies or contractual services to the particular use required;

5. The character, integrity, reputation, judgment, experience and efficiency of the Vendor;

6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill;

7. The quality of performance of previous contracts;

8. The number and scope of conditions attached to the bid or proposal;

9. Responsiveness of client references;

10. Such other information as may be secured.

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):

The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the Vendors. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Vendors will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.

The City will allot equal time for each Vendor divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Vendor will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:

After oral presentations are completed, the Evaluation Committee will score the presentations for qualifications, experience, engagement approach and schedule to determine a final ranking of the short-listed Vendors considered to be most capable of performing the required project in the best interest of the City. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

EVALUATION CRITERIA for ORAL PRESENTATIONS **CATEGORY SCORE**

A. QUALIFICATIONS and RELATED EXPERIENCE: (Max 60 points outlined below)

(1) Company History, Qualifications, Ability, and Capacity (Key Principal).....(20 points)

(2) Qualifications & Abilities of Professional Personnel (Related Experience, Strength of Team) .....(20 points)

(3) Experience with Related Scope of Work Required with this RFSQ.....(20 points)

B. STRENGTH of STATEMENT of QUALIFICATIONS: APPROACH AND SCHEDULE: (Max 40 points outlined below)

(1) Understanding of Scope of Services.....(20 points)

(2) Quality of Innovative Solutions and Project Approach .....(20 points)

Total Maximum Points (100 points)

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The intent to award will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

[Remainder of this page left intentionally blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – STATEMENTS OF QUALIFICATIONS SUBMITTAL CHECKLIST

_____ Form 9.2 – Vendor's Acknowledgement Form

_____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form

_____ Form 9.4 – Drug Free Preference Statement

_____ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3) (a) F.S. in Public Entity Crimes

_____ Form 9.6 – Affidavit of Anti-Collusion Form

_____ Form 9.7 – Authorized Signatures/Negotiators

_____ Form 9.8 – Vendor Application Form

_____ W-9 Form

_____Copy of Certificate of Insurance

_____ Submission of one (1) original marked "ORIGINAL", six (6) identical copies, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: _____
Vendor

_____
Authorized Signature

_____
Date

This document must be completed and returned with your Submittal

FORM 9.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Statements of Qualifications (RFSQ) Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Statements of Qualifications at the prices or rates as finally negotiated. I agree that my Statement will remain firm for a period of up to one hundred and twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Statements of Qualifications.

I certify that all information contained in this Statement is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Statement on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Statement is made without prior understanding, contract, connection, discussion, or collusion with any person, firm or corporation submitting a Statement for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFSQ; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFSQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Statement non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE STATEMENT OF QUALIFICATIONS IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

_____

_____

_____	_____
NAME OF BUSINESS	MAILING ADDRESS
_____	_____
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
_____	_____
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
_____	_____
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: _____

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

* *

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

> "The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days advance notice for any anticipated changes in price greater than $25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

_____
Name of Business

_____ _____
Authorized Signature Date

_____
Print Name

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: _____
Notary Public

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

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

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

Name of Firm: _____

By: _____
(Name and Title)

Date: _____

The foregoing instrument 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

This document must be completed and returned with your Submittal

FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.

2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

_____ _____

(Authorized Signature) (Date)

_____

(Print Name)

STATE OF _____ COUNTY OF _____

The foregoing instrument 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 _____

Printed Name, Commission Seal and Term Expiration Date

This document must be completed and returned with your Submittal

FORM 9.6. – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE STATEMENT OF QUALIFICATIONS REPRESENTS THE VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDOR AND THE CITY OF PORT ORANGE.

NAME OF FIRM:_____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____STATE: _____ ZIP CODE: _____

TELEPHONE: _____FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER:_____

NO Statement of Qualifications may be withdrawn for a period of one hundred and twenty (120) days subsequent to the submittal of the Statement of Qualifications, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____
(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.8 - VENDOR APPLICATION

City of Port Orange

Vendor Application

City of Port Orange Date: _____

Attn: Purchasing Division
(386) 506-5718
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX.# _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) # _____

E-MAIL ADDRESS: _____
(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☐ N State Incorporated:_____ Year:_____

TYPE OF ORGANIZATION: ☐ Indiv. ☐Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative actions requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title:_____

Commodity/Services _____
_____

This document must be completed and returned with your Submittal

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

☐ Other (see instructions)

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).
4. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | Signature of U.S. person | Date

This document must be completed and returned with your Submittal

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

INTENT TO AWARD

RFSQ # 16-36

<u>PROFESSIONAL ARCHITECTURAL SERVICES</u>

September 19, 2016

Purchasing received three (3) statements of qualifications for RFSQ # 16-36, Professional Architectural Services.

After review of the proposals submitted, the Evaluation Committee has made its recommendation to award to "DjDesign, Inc., of Holly Hill, Florida.

Recommendation to award will be presented for City Council approval on October 4, 2016

Diana M. Fye, CPPB, FCPA
Purchasing Manager

Williams, Krista

From: Dana Smith <dsmith@djdesigninc.com>
Sent: Wednesday, November 18, 2015 3:58 PM
To: Williams, Krista; Leuzinger, Kerry
Cc: Flagg, Frank; Barnes, Chris
Subject: FW: Port Orange Public Safety Building Remodeling
Attachments: A1.1 Demo Plan.pdf; A1.2 Revised Floor Plan.pdf; A2.1 Revised Elevations.pdf

Krista,
I met with you, Wayne, Kerry (and others) on October 27th and presented a new plan for moving Development Services into this building (see attached). The plan was generally acceptable, so I've prepared a revised "guesstimate" of probable costs based upon this preliminary design. I would again hasten to point out that more accurate costs can be derived as the project is better defined by the design process. The overall cost is much greater in this instance because we are completely gutting the building's interior which will require more shoring and structural re-design than when we were trying to work around structural walls before. As I did previously, I've broken the projection into categories as follows:

- **Roofing-$229,500;** I'm using the previously-developed costs, because the scope-of-work is unchanged. This includes the cost of a roofing consultant, the *replacement* of both low-slope (built-up) and tile roofs and repair/replacement of damaged decking. I would reiterate that it is crucial that this work be done before any interior remodeling is undertaken.
- **Exterior Remodeling-$39,000;** this includes the cost of repairing the exterior EFIS and re-painting the entire building, new perimeter landscaping and irrigation, re-configuring the front entry patio and roof-over, and re-sealing/re-striping the parking lot.
- **Interior 'Gutting'-$90,500;** this includes approximately 15,400 SF of space, removing glass-block panels, CMU walls, framed portioning, doors and frames, floor coverings, ceilings, toilet fixtures, light fixtures, branch HVAC ductwork/registers and built-in cabinetry.
- **Interior Remodeling-$377,000;** this includes new office spaces, interior and exterior storefront (glass) systems, doors/frames/hardware, floor-coverings, ceilings, new toilet fixtures and accessories, new wall finishes, new power/data connectivity, new LED light fixtures, new branch HVAC ductwork/registers and built-in work-stations.
- **Soft Costs-$192,200;** this includes A/E fees, contractors' O/H&P, bond, insurance, permitting and a 5% Owner's Contingency.

This is a DRAFT, so let me know what you think and then we'll get together.
Thanks,
Dana

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/04/2016

Consent item: Yes

SUBJECT: Approval of Municipality/Transportation Planning Organization FY 2016/2017 Funding Agreement with the River to Sea Transportation Planning Organization (R2CTPO)

DEPARTMENT: City Manager

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the funding agreement with the River to Sea Transportation Planning Organization for FY2017.

SUMMARY: The Volusia County TPO has submitted the attached proposed agreement for a per capita charge for services as the metropolitan transportation planning organization responsible for the planning and acceptance of Federal Funds for local transportation projects pursuant to the Fast Act. The Volusia County River to Sea Transportation Planning Organization (R2CTPO) requests $5,866.00 for the 2017 year. The funding provided to the R2CTPO by each participating local government is equal to $0.10 per capita and is based on the 2015 population estimate from the University of Florida's Bureau of Economic and Business Research (BEBR).

Project No.: Funding Account No.: 001-1000-519-81.19

ATTACHMENTS:

1.	R2CTPO Invoice and Finance Approval	R2CTPO Fiscal.pdf
2.	R2CTPO Agreement FY2016 2017	R2CTPO Agreement FY2016 2017.pdf
3.	R2CTPO Agreement FY2015 2016	R2CTPO Agreement FY2015 2016 Signed.pdf

Cindy Rivera	Created/Initiated - 08/20/2016
M. Jake Johansson	Approved - 09/29/2016
Tracey Riehm	Approved - 09/29/2016
Margaret Roberts	Approved - 09/29/2016
M. Jake Johansson	Approved - 09/29/2016
Robin Fenwick	Final Approval - 09/29/2016

RECEIVED

JUN 2 7 2016

City of Port Orange
City Manager

RIVER TO SEA TPO
Transportation Planning Organization
VISION - PLAN - IMPLEMENT

HSM2016-02

To: City/County Managers or Clerks

From: Herbert M. Seely, Chief Financial Officer

Date: June 24, 2016

Re: FY 16/17 Funding Agreement & Invoice

Enclosed is the FY 16/17 Funding Agreement and invoice for your approval and payment. Please sign both copies of the funding agreement and return one original to our office. The invoice can be processed and paid once the agreements have been executed.

Should you have any questions, please contact Herbert Seely at 386-226-0422 ext. 20423.

River to Sea TPO

Indigo Professional Centre
2570 W. Speedway Blvd., Suite 100
Daytona Beach, FL 32114
386-226-0422 Fax 386-226-0428

INVOICE

INVOICE NO: PO2017
DATE June 24, 2016

DUE: July 1, 2016

Mr. Michael Johansson, City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32119

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	River to Sea TPO FY 16/17 Member Assessment		$5,866.00
		TOTAL DUE	**$5,866.00**

Make all checks payable to: River to Sea TPO
If you have any questions concerning this invoice, please call: Herb Seely, 386-226-0422 ext. 20423.

THANK YOU FOR YOUR PARTICIPATION!

Rivera, Cynthia

From: Pallante, Lisa
Sent: Wednesday, June 29, 2016 3:20 PM
To: Rivera, Cynthia
Cc: Riehm, Tracey; Gosnell, Fran; Neals, Mick; Fenwick, Robin; Rosen, Alan; Purchdiv; Miller, Jamie
Subject: RE: River to Sea TPO R2CTPO Agreement / Invoice

Hi Cindy,

We do have this $5,866 budgeted in 001-1000-519-81-19 in FY17 so we are all set.

Thank you,

Lisa
X5712

From: Rivera, Cynthia
Sent: Wednesday, June 29, 2016 12:41 PM
To: Riehm, Tracey; Gosnell, Fran; Neals, Mick; Fenwick, Robin; Pallante, Lisa; Rosen, Alan; Purchdiv
Subject: River to Sea TPO R2CTPO Agreement / Invoice

Please see attached.

Per Herb Seeley, CFO of River to Sea TPO (R2CTPO), the attached invoice can be paid at the beginning of the City's fiscal year even though the invoice shows a due date of July 1, 2016. Mr. Seely said that the TPO changed their fiscal year calendar to match the State of Florida's a few years back. Cities who begin their fiscal years on October 1 are permitted to pay the invoice in October rather than July 1.

The amount that should be budgeted in Account # 001-1000-519-81.19 is $5,866.00 for FY 16-17.

This normally goes to council and should be scheduled accordingly.

Thank you,
Cindy

Cindy Rivera
Executive Assistant to the City Manager

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

386.506.5502 Phone
386.756.5208 Fax
crivera@port-orange.org

MUNICIPALITY/
TRANSPORTATION PLANNING ORGANIZATION
FY 2016/2017 FUNDING AGREEMENT

THIS AGREEMENT, is made and entered into this ___ day of_____ 2016, by and between the **CITY OF PORT ORANGE**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "**CITY**"), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION** (hereinafter "**R2CTPO**").

WITNESSETH

WHEREAS, the River to Sea Transportation Planning Organization (R2CTPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Volusia County and portions of Flagler County inclusive of the cities of Flagler Beach, Beverly Beach, and portions of Palm Coast and Bunnell; and

WHEREAS, Florida Statutes 339.175; 23 U.S.C 134; and 49 U.S.C. 5303 require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, metropolitan planning organizations are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, the Fast Act provides metropolitan planning organizations with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

WHEREAS, the R2CTPO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

WHEREAS, the CITY desires to enter into this Agreement with the R2CTPO to provide it with funding to support the functions necessary to achieve the R2CTPO's desired role in planning the transportation system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the R2CTPO agree as follows:

1. **RECITALS.** The CITY and the R2CTPO hereby declare that the recitals set forth above are true and correct and incorporated herein.

2. **FISCAL YEAR 2016/17 FUNDING**. The CITY agrees to allocate **$5,866.00** to the R2CTPO. Such funds shall be paid to the R2CTPO upon receipt of an invoice from the R2CTPO to the CITY. The payment shall be used for the R2CTPO fiscal year (FY) 2016/17 budget effective July 1, 2016. The funding provided to the R2CTPO by the CITY is equal to $.10 per capita based on the 2015 BEBR estimates of population within each local governments jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.

3. **EFFECTIVE DATE AND TERMS**. The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2017.

4. **INTERPRETATION**. The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

5. **MISCELLANEOUS**

   a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.

   b. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

   c. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the

advice of independent legal counsel for all negotiations in connection with this Agreement.

6. **CONTROLLING LAWS**

a. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.

b. The location for settlement of any and all lawsuits, claims, controversies or disputes, arising out of, or relating to, any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.

c. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to this Agreement.

7. **BINDING NATURE OF AGREEMENT**. This Agreement shall be binding only between the CITY and the R2CTPO, and inure to the benefit of the successors or assigns of the parties.

8. **NOTICES**. All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

CITY: City Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

R2CTPO: Lois Bollenback, Executive Director
River to Sea TPO
2570 W. International Speedway Blvd., Suite 100
Daytona Beach, FL 32114-8145

9. **AUDIT AND RECORD KEEPING PROCEDURES**. The R2CTPO shall maintain accurate public records of all services rendered in the performance of the agreement and shall provide access to such records in accordance with Florida Statutes, Section 119.07(1) (a), which states that the record can be inspected and copied by any person desiring to do so, at

any reasonable time, under reasonable conditions and under supervision by the custodian of the public records. All records shall be maintained according to the State of Florida, *General Records Schedule GS1-SL for State and Local Government Agencies,* issued by the Department of State, State Library and Archives of Florida, in accordance with the statutory provisions of Chapters 119 and 257, Florida Statutes. If any audit, litigation, claim, negotiation or other action involving the records has been started before the expiration of the retention period and disposition of the records, the records shall be retained until the completion of the action and resolution of all issues which arise from.

10. **PROVISIONS NOTWITHSTANDING**. Notwithstanding the provisions set forth above, nothing contained herein shall alter, amend or change those terms and conditions set forth in the bylaws of the River to Sea Transportation Planning Organization.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

RIVER TO SEA TPO

Signature

Print Name: Lois Bollenback
Title: River to Sea TPO Executive Director

ATTEST:

Pamela C. Blankenship
Signature

Print Name: Pamela Blankenship
Title: River to Sea TPO Office Manager

(CORPORATE SEAL)

CITY OF PORT ORANGE

Signature

Print Name: Allen Green
Title: Mayor

ATTEST:

Signature

Print Name: Robin L. Fenwick,CMC
Title: City Clerk

(CORPORATE SEAL)

Date: October 4, 2016

CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER
070948

THIS NUMBER MUST APPEAR ON ALL PACKING LISTS, LABELS, BILL OF LADING CORRESPONDENCE.

PLEASE SEND INVOICE IN DUPLICATE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5500
FAX 386-506-5711

DATE:	12/29/15
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000135860

VENDOR:
RIVER TO SEA TRANSPORTATION
PLANNING ORGANIZATION
2570 W. INTERNATIONAL
SPEEDWAY BLVD SUITE 100
DAYTONA BEACH FL 32114
(386)226-0422 FAX: (386)226-0428

SHIP TO:
CITY OF PORT ORANGE
CITY MANAGER
CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129

VENDOR#:	DATE NEEDED:	FOB:
259117	1/04/16	

#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
1	1	EA	ANNUAL MEMBER ASSESSMENT FY 15-16 ********** FY15-16 agreement on file in purchasing. 12.29.15 MN	0110005198119	5747.00	5747.00

REMARKS
ANNUAL MEMBER ASSESSMENT FY15-16

TOTAL 5747.00

CONDITIONS:

1. The right is reserved to cancel this order if not filled within the contract time.
2. The conditions of this order are not to be modified by any verbal understanding.
3. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications and conditions as stated.
4. The purchase order number must appear on ALL packages, invoices, and correspondence.
5. The CITY ASSUMES NO RESPONSIBILITY FOR GOODS DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.
6. Please forward all invoices to Accounts Payable at the above listed address.
7. This purchase order shall constitute a binding contract upon delivery of invoice for the goods and services stated herein.

PURCHASING
X MPH

DATE
12/29/15

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

OPOPO

CITY OF PORT ORANGE

PURCHASE ORDER

P.O. NUMBER
070948

THIS NUMBER MUST APPEAR ON ALL PACKING LISTS, LABELS, BILL OF LADING CORRESPONDENCE.

PLEASE SEND INVOICE IN DUPLICATE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5500
FAX 386-506-5711

DATE:	12/29/15
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000135860

VENDOR:
RIVER TO SEA TRANSPORTATION

(386)226-0422 FAX: (386)226-0428

SHIP TO:
CITY OF PORT ORANGE

VENDOR#: 259117	DATE NEEDED: 1/04/16	FOB:

#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
			REMARKS:			
			**********			

REMARKS
ANNUAL MEMBER ASSESSMENT FY15-16

TOTAL

CONDITIONS:

1. The right is reserved to cancel this order if not filled within the contract time.
2. The conditions of this order are not to be modified by any verbal understanding.
3. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications and conditions as stated.
4. The purchase order number must appear on ALL packages, invoices, and correspondence.
5. The CITY ASSUMES NO RESPONSIBILITY FOR GOODS DELIVERED WITHOUT THE AUTHORITY OF A PROPERLY EXECUTED PURCHASE ORDER.
6. Please forward all invoices to Accounts Payable at the above listed address.
7. This purchase order shall constitute a binding contract upon delivery of invoice for the goods and services stated herein.

PURCHASING
X MPH

DATE
12/29/15

COPOPO IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

ORIGINAL

River to Sea TPO

Indigo Professional Centre
2570 W. Speedway Blvd., Suite 100
Daytona Beach, FL 32114
386-226-0422 Fax 386-226-0428

INVOICE

INVOICE NO: PO2016
DATE July 1, 2015

DUE: OCTOBER 1, 2015

City of Port Orange
1000 City Center Circle
Port Orange, FL 32119

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	River to Sea TPO FY 15/16 Member Assessment		$5,747.00
		TOTAL DUE	**$5,747.00**

RECEIVED
DEC 29 2015
FINANCE

Make all checks payable to: River to Sea TPO
If you have any questions concerning this invoice, please call: Herb Seely, 386-226-0422 ext. 20423.

APPROVED FOR PAYMENT
M.H.
Date: 12-29-15

THANK YOU FOR YOUR PARTICIPATION!

070948

·001 1000 5198119

MUNICIPALITY/
TRANSPORTATION PLANNING ORGANIZATION
FY 2014/2015 FUNDING AGREEMENT

THIS AGREEMENT, is made and entered into this 12 day of Aug. 2014, by and between the **CITY OF PORT ORANGE**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter **"CITY"**), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION** (hereinafter **"R2CTPO"**).

WITNESSETH

WHEREAS, the River to Sea Transportation Planning Organization (R2CTPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Volusia County and portions of Flagler County inclusive of the cities of Flagler Beach, Beverly Beach, and portions of Palm Coast and Bunnell; and

WHEREAS, Florida Statutes 339.175; 23 U.S.C 134; and 49 U.S.C. 5303 require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, metropolitan planning organizations are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, the Moving Ahead for Progress in the 21st Century Act (MAP-21) signed in July 2012 provides metropolitan planning organizations with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

WHEREAS, the R2CTPO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

WHEREAS, the CITY desires to enter into this Agreement with the R2CTPO to provide it with funding to support the functions necessary to achieve the R2CTPO's desired role in planning the transportation system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the R2CTPO agree as follows:

1. **RECITALS.** The CITY and the R2CTPO hereby declare that the recitals set forth above are true and correct and incorporated herein.

2. **FISCAL YEAR 2014/15 FUNDING**. The CITY agrees to allocate **$5706.00** to the R2CTPO. Such funds shall be paid to the R2CTPO upon receipt of an invoice from the R2CTPO to the CITY. The payment shall be used for the R2CTPO fiscal year (FY) 2014/15 budget effective July 1, 2014. The funding provided to the R2CTPO by the CITY is equal to $.10 per capita based on the 2013 BEBR estimates of population within each local governments jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.

3. **EFFECTIVE DATE AND TERMS**. The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2015.

4. **INTERPRETATION**. The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

5. **MISCELLANEOUS**

   a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.

   b. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

   c. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the

advice of independent legal counsel for all negotiations in connection with this Agreement.

6. **CONTROLLING LAWS**

a. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.

b. The location for settlement of any and all lawsuits, claims, controversies or disputes, arising out of, or relating to, any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.

c. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to this Agreement.

7. **BINDING NATURE OF AGREEMENT**. This Agreement shall be binding only between the CITY and the R2CTPO, and inure to the benefit of the successors or assigns of the parties.

8. **NOTICES**. All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

CITY: City Manager/City Clerk
City of Port Orange
1000 City Center Circle
Port Orange, FL 32119

R2CTPO: Lois Bollenback, Executive Director
River to Sea TPO
2570 W. International Speedway Blvd., Suite 100
Daytona Beach, FL 32114-8145

9. **AUDIT AND RECORD KEEPING PROCEDURES**. The R2CTPO shall maintain accurate public records of all services rendered in the performance of the agreement and shall provide access to such records in accordance with Florida Statutes, Section 119.07(1) (a), which states that the record can be inspected and copied by any person desiring to do so, at

any reasonable time, under reasonable conditions and under supervision by the custodian of the public records. All records shall be maintained according to the State of Florida, *General Records Schedule GS1-SL for State and Local Government Agencies,* issued by the Department of State, State Library and Archives of Florida, in accordance with the statutory provisions of Chapters 119 and 257, Florida Statutes. If any audit, litigation, claim, negotiation or other action involving the records has been started before the expiration of the retention period and disposition of the records, the records shall be retained until the completion of the action and resolution of all issues which arise from.

10. **PROVISIONS NOTWITHSTANDING**. Notwithstanding the provisions set forth above, nothing contained herein shall alter, amend or change those terms and conditions set forth in the bylaws of the River to Sea Transportation Planning Organization.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

RIVER TO SEA TPO

Signature

Print Name: Lois Bollenback
Title: River to Sea TPO Executive Director

ATTEST:

Pamela C. Blankenship
Signature

Print Name: Pamela Blankenship
Title: River to Sea TPO Office Manager

(CORPORATE SEAL)

CITY OF PORT ORANGE

Signature

Print Name: Allen Green
Title: Mayor

ATTEST:

Signature

Print Name: Robin Fenwick
Title: City Clerk

(CORPORATE SEAL)

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/04/2016

Consent item: Yes

SUBJECT: Resolution No. 16-67 - Ratifying and Accepting $86,267.44 for Victims of Crime Act (VOCA) Grant

DEPARTMENT: Police Services

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Resolution No. 16-67 ratifying and accepting grant funds from the State of Florida in the amount of $86,267.44 for the Victim of Crime Act (VOCA) Grant program.

SUMMARY: Earlier this year, the Police Department applied for funding under the Victims of Crime Act (VOCA) Grant program. The department has been awarded $86,267.44 for the 2016/2017 funding cycle to assist victims of crime. This is a $26,481.44 increase from the previous year. The grant program requires a City match of $21,566.86. Matching funds are included in the Police Department budget salary line item and are contingent upon approval of the FY17 budget.

Project No.: N/A Funding Account No.: 001-0000-334.10-11

ATTACHMENTS:

1.	Reso. No. 16-67	Reso. No. 16-67.pdf

Debbie Grabowski	Created/Initiated - 09/12/2016
Thomas Grimaldi	Approved - 09/12/2016
Tracey Riehm	Approved - 09/13/2016
Margaret Roberts	Approved - 09/29/2016
M. Jake Johansson	Approved - 09/29/2016
Robin Fenwick	Final Approval - 09/29/2016

RESOLUTION NO. 16-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; RATIFYING THE APPLICATION FOR AND AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE THE ACCEPTANCE OF GRANT FUNDS FROM THE STATE OF FLORIDA IN THE AMOUNT OF $86,267.44 FOR THE VICTIMS OF CRIME ACT (VOCA) GRANT PROGRAM; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AGREEMENTS OR CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Port Orange Police Department has been awarded $86,267.44 from the State of Florida to assist victims of crime; and

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

Section 1. The City Council of the City of Port Orange hereby ratifies the application for and authorizes acceptance of the grant funds from the State of Florida award of the Victims of Crime Act grant in the amount of $86,267.44.

Section 2. The Mayor and City Clerk are hereby authorized to execute all documents between the City of Port Orange and the State of Florida necessary to implement this Resolution.

Section 3. The City shall provide matching funds of $21,566.86 for this grant program.

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

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **10/04/2016**

Consent item: Yes

SUBJECT: Major Special Event Request – First Turn Lounge – 5236, 5204, & 5164 South Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the seven day Special Event request for The First Turn Lounge located at 5236 South Ridgewood Avenue, 5204 South Ridgewood Avenue, and5164 South Ridgewood Avenue subject to twenty-eight (28) conditions outlined in the attached report.

SUMMARY: Mr. Rick Hilliard, owner of The First Turn Lounge, requests approval of a Special Event to be held during Biketoberfest 2016. The proposed event is planned for a seven (7) day period from Monday, October 10, through Sunday, October 16, 2016. The proposed hours for the event are from 11:00 a.m. until 2:00 a.m., daily with outside music ending at 10:00 p.m. This will be the second Special Event for The First Turn Lounge in 2016.

Mr. Hilliard is requesting City Council to approve the duration of his event to exceed the regional event by three (3) days.The dates of Biketoberfest as recognized by the Daytona Regional Chamber of Commerce are Thursday October 13, 2016, through Sunday October 16, 2016. If Council grants this extension, Mr. Hilliard's event will start on Monday October 10, 2016, and end on Sunday October 16, 2016.

Mr. Hilliard has requested the waiver of the surety bond due to past good performance in clean-up after previous events. The cost of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances, and has generally been set at $250.00 when required for past events. City Council has required staff to secure payment of the surety bond in recent years and the staff conditions require it. If City Council prefers to waive the surety bond, the conditions would need to be modified. Staff is not aware of any issues during recent events at The First Turn Lounge.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Staff Report	Staff Report - First Turn- Bike Week 2016.pdf

Amanda Bonin	Created/Initiated - 09/14/2016
Wayne Clark	Approved - 09/14/2016
M. Jake Johansson	Approved - 09/14/2016
Robin Fenwick	Final Approval - 09/15/2016

STAFF REPORT

Major Special Event Request

REQUEST: Major Special Event – Biketoberfest 2016

OWNER/APPLICANT: Rick Hilliard

EVENT LOCATION: The First Turn Steakhouse & Lounge –
5236, 5204, & 5164 South Ridgewood Avenue

STAFF CONTACT: Amanda Bonin, Code Enforcement Officer

CITY COUNCIL DATE: October 4, 2016

INTRODUCTION:

Rick Hilliard, owner of The First Turn Steakhouse & Lounge, 5236 South Ridgewood Avenue, requests approval for a Special Event to be held during Biketoberfest 2016. The proposed event is planned for a seven (7) day period from Monday, October 10, through Sunday, October 16, 2016. The requested hours for the event are from 11:00 a.m. to 2:00 a.m., daily, with outside music ending at 10:00 p.m.

CASE BACKGROUND:

Normal operations of The First Turn Steakhouse & Lounge will continue. Twelve (12) vendors have been requested and may be in place throughout the site. Vendors are required to obtain a Temporary Merchant License from the City for $250 to participate in this event. The outdoor activities for this event, intended to target the crowd attending Bike Week 2016, include the sale of T-shirts, leather, bike accessories, food, and alcohol. Port-o-let facilities are proposed for the event, along with private security provided by the bar.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the *City of Port Orange Code of Ordinances* describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The First Turn Steakhouse & Lounge shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.

A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated. All previous noise violations will be taken into account before permitting future events. Based on the City Council's previous approvals for Bike Week, it is staffs' understanding that all outdoor music shall cease by 10:00 p.m.

DISCUSSION/ANALYSIS:

The subject proposal has been reviewed by the Police, Fire, Public Works and Community Development departments.

This event is being held in conjunction with the community-wide special event, Biketoberfest 2016, with recognized dates Thursday, October 13, through Sunday, October 16, 2016. This is the second Special Event for The First Turn Steakhouse & Lounge in 2016.

Port Orange Code of Ordinances prohibits the serving of alcohol outdoors and indoors past 2:00 a.m.

ADDITIONAL REQUESTS:

Mr. Hilliard is requesting City Council to approve the duration of his event to exceed the regional event by three (3) days. The dates of Biketoberfest as recognized by the Daytona Regional Chamber of Commerce are Thursday October 13, 2016, through Sunday October 16, 2016. If Council grants this extension, Mr. Hilliard's event will start on Monday October 10, 2016, and end on Sunday October 16, 2016.

CODE VIOLATIONS:

There were no apparent code violations at the time of pre-inspection.

SPECIAL NOTES:

The First Turn Steakhouse & Lounge has requested that the surety bond be waived due to the past good performance in clean-up after previous events. City Council has not waived the surety bond for these events in recent years. **If City Council prefers to waive the surety bond, the conditions would need to be modified.** Staff is not aware of any issues during recent events at The First Turn Steakhouse & Lounge.

Staff recommends approval of The First Turn Steakhouse & lounge Special Event request, subject to the following twenty-eight (28) conditions:

1. Hours for the event shall be from 11:00 a.m. to 2:00 a.m. with outside music ending at 10:00 pm. The First Turn Steakhouse & Lounge also shall not serve alcohol indoors or outdoors past 2:00 a.m., as required by *Port Orange Code of Ordinances.*

2. Where fences are required to delineate outdoor alcohol serving areas, as well as parking areas for automobiles, motorcycles and the handicapped, a four (4)-foot high orange construction fence shall be erected to enclose the event area. All fencing must be in place prior to the site inspection for the event.

3. All outdoor cooking equipment involving liquefied petroleum gas and/or storage cylinders shall comply with *NFPA #58 Liquefied Petroleum Gas Code* and be approved by the Fire Marshal.

4. A copy of The First Turn Steakhouse & Lounge's liquor license for outdoor sales of alcohol during this event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco, prior to the event.

5. The First Turn Steakhouse & Lounge shall be responsible for coordination with the Port Orange Police Department, Volusia County and/or the Florida Department of Transportation with respect to traffic control devices or plans.

6. The First Turn Steakhouse & Lounge shall be responsible for all participating vendors with respect to any permit conditions or compliance with applicable state, county and city laws, rules, regulations, codes and ordinances. Therefore, The First Turn Steakhouse & Lounge must screen all participating vendors to ensure compliance with but not limited to the following:

    a. *Article VI, Chapter 18, Port Orange Code of Ordinances*, relating to peddlers and transient merchants.

    b. Temporary event permits issued by the Department of Business and Professional Regulation, Division of Hotels and Restaurants for all food vendors.

    c. Required liquor license for a temporary event shall be obtained from the Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.

    d. Provisions and Standards of the City's *Body Art Ordinance*.

    e. Provisions and Standards of the City's *Sexually Oriented Businesses Code*.

    f. *Special Event Fee Resolution* establishing Temporary Merchant Fee.

7. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11 (Tents) Standards for Tents and Membrane Structures*. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event, and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.

8. If any outdoor lighting or other structural features are to be installed in association with this event, The First Turn Steakhouse & Lounge shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.

9. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes

(F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.

10. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.

11. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of The First Turn Steakhouse & Lounge to maintain access for emergency vehicles.

12. The First Turn Steakhouse & Lounge shall provide two (2) port-o-let facilities, with one (1) for females and one (1) for males during the event. *A minimum of five percent (5%) of the portable toilets, but no less than one (1) for each sex, shall comply with Section 603 of FBCA as required per Section 213.2 FBCA for handicapped-accessible facilities.*

13. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.

14. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.

15. Based on the City Council's previous approvals for Biketoberfest, it is staff's understanding that all outdoor music shall cease by 10:00 p.m. The First Turn Steakhouse & Lounge shall take care in the placement of speakers for amplified music by adjusting them away from residential areas.

16. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of The First Turn Steakhouse & Lounge at the rate of $40.00 per hour with a minimum of three hours.

17. The First Turn Steakhouse & Lounge shall hire a police officer to cross pedestrians and monitor congestion during periods of heavy traffic flow, if an event traffic plan is in operation. The anticipated dates, times, and charges for such detail and traffic control devices will be agreed upon by The First Turn Steakhouse & Lounge and the Police Department and paid to the City prior to issuance of the permit.

18. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.

19. A temporary sign permit shall be required for the one (1) banner permitted for this event.

20. No trees shall be removed and care shall be taken to protect landscaped areas.

21. The First Turn Steakhouse & Lounge shall contact the Community Development Department to schedule an inspection of the property prior to the start of the event to ensure that the construction fence and any canopies or tents are well secured, and that all other safety measures are in place.

22. Repair of any disturbance of public right-of-way shall be the sole responsibility of The First Turn Steakhouse & Lounge.

23. It is The First Turn Steakhouse & Lounges' responsibility to contact the Community Development Department for an inspection of debris removal within 48 hours after the event.

24. No more than the requested twelve (12) vendors shall be on this site.

25. The First Turn Steakhouse & Lounge shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.

26. Camping on premises prohibited by code; includes, but not limited to, tents, motor homes, travel trailers, or other vehicles.

27. The $250.00 surety bond must be paid in full before issuance of permit.

28. 5204 and 5164 Ridgewood Avenue are not incorporated in the alcoholic beverages license for The First Turn Steakhouse & Lounge. These properties are only used for additional parking. Signs stating "No Alcoholic Beverages Beyond This Point" shall be placed between 5204 and 5236 Ridgewood Avenue.

DISTRIBUTION LIST

Beau Gardner, Fire Marshal
Sgt. Steven Braddock, Police Dept.
Allan Tischler, Building
Gwen Perney, Planner
Chris Barnes, Public Works
File

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/04/2016

Consent item: Yes

SUBJECT: Utility Billing and Miscellaneous Receivables Write-offs

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve attached write-offs and authorize the Finance Director to adjust accounts with an effective date of 9/30/16

SUMMARY: Authority to write off as uncollectible the attached accounts as of 9/30/16 is requested:

$ 6,358.90 for 302 owner utility accounts with individual balances less than $50
$ 6,924.70 for 234 renter utility accounts with individual balances less than $50
$ 13,283.60 total Utility account write-offs

$141,419.16 for 4 properties in accordance with Reso 15-74 (Lien Amnesty)
$ 89,687.29 for 2 properties in foreclosure prior to recording of code enforcement liens
$231,106.45 total Misc. Receivable write-offs

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Miscellaneous Receivables Write Off List	Miscellaneous Receivables Write Off List 08-31-16.pdf
2.	Utility Write-off List	Write-Off for CC 10-4-16.pdf

Tracey Riehm	Created/Initiated - 09/19/2016
Tracey Riehm	Approved - 09/19/2016
Margaret Roberts	Approved - 09/29/2016
M. Jake Johansson	Approved - 09/29/2016
Robin Fenwick	Final Approval - 09/29/2016

Proposed Miscellaneous Receivable Write-off pursuant SOP# COPO G&A105

Type	Address	Account Number	Name	Lien Date	Lien Amount	Penalties as of 08/31/2016	Less Payments to Date	Total Balance Proposed for Write Off	Reason for Write Off
CODE ENFORCEMENT - CASE # 14-2040	7 Lawrence Court	2796	Lawrence Pelletier (old owner) / Fifty States Recovery (new owner)	5/12/2015	$ 5,085.34	$ 142.47	$ (3,852.66)	$ 1,375.15	Code Enforcement Lien Amnesty Program (Reso.# 15-74). Payment of 25% of the amount owed was received. Release of Lien 06-14-16
CODE ENFORCEMENT - CASE # 13-1834	4542 HALIFAX	2313	James Kuespert (old owner) / Bank of America (new owner)	5/19/2014	$ 14,904.25	$ 0.86	$ (3,804.25)	$ 11,100.86	Code Enforcement Lien Amnesty Program (Reso. #15-74). Payment of 25% of the amount owed was received. Release of Lien pending
CODE ENFORCEMENT - CASE #15-476	226 PINEROCK PLACE	2813	Patricia Manos (old owner) / Fannie Mae (new owner)	9/16/2015	$ 36,285.13	$ 32.72	$ (317.85)	$ 36,000.00	Code Enforcement Lien Amnesty Program. Lien has been foreclosed and thus uncollectible. Release of Lien 07/15/2016.
CODE ENFORCEMENT - CASE # 14-400	48 SPRINGWOOD SQ.	2821	Damian & Laura Wright (old owners) / Brian Hopkins (new owner)	11/26/2014	$ 113,599.68	$ 14.33	$ (20,670.86)	$ 92,943.15	Code Enforcement Lien Amnesty Program (Reso. #15-74). Payment of 25% of the amount owed was received. Release of Lien pending
CODE ENFORCEMENT CASE # 14-1218	820 SUGAR HOUSE BLVD.	2835	Mikel Chase Skinner (old owner) / Olfa Sheynkman (new owner)	12/14/2014	$ 90.76	$ 15.04	$ -	$ 105.80	Foreclosure action taken prior to City's code enforcement liens recorded and thus uncollectible.
CODE ENFORCEMENT CASE # 15-174	820 SUGAR HOUSE BLVD.	2835	Mikel Chase Skinner (old owner) / Olfa Sheynkman (new owner)	6/1/2015	$ 86,335.34	$ 24.17	$ -	$ 86,359.51	Foreclosure action taken prior to City's code enforcement liens recorded and thus uncollectible.
CODE ENFORCEMENT CASE # 15-049	402 NEEDLES DRIVE	2797	Flavio Forzanti (old owner); JPMorgan Chase Bank, N.A. (new owner)	4/28/2015	$ 2,785.13	$ 153.17	$ -	$ 2,938.30	Foreclosure action taken prior to City's code enforcement liens recorded and thus uncollectible.
CODE ENFORCEMENT CASE # 15-1377	402 NEEDLES DRIVE	2797	Flavio Forzanti (old owner); JPMorgan Chase Bank, N.A. (new owner)	11/3/2015	244.58	39.10	$ -	$ 283.68	Foreclosure action taken prior to City's code enforcement liens recorded and thus uncollectible.
							TOTAL:	**$ 231,106.45**	

UTILITY ACCOUNT WRITE-OFFS

#	Loc ID	Location Address	Termination Date	Amt of Write-off	Account Type	Notes
1	31743	6722 FERRI	1/6/2015	$ 0.01	Owner	
2	2274	47 WOODLAKE	11/6/2014	$ 0.02	Owner	
3	5722	5245 PINELAND	3/2/2015	$ 0.02	Owner	
4	12994	39 SPRINGWOOD	2/27/2015	$ 0.03	Owner	
5	18671	120 WILLIAMS	3/19/2014	$ 0.06	Owner	
6	26075	5681 ISABELLE	1/9/2014	$ 0.20	Owner	
7	6365	5451 ROGERS	1/7/2013	$ 0.22	Owner	
8	17772	29 ROYAL PALM	11/12/2013	$ 0.32	Owner	
9	20427	539 LOCUST	3/7/2014	$ 0.32	Owner	
10	11286	408 NEEDLES	9/18/2013	$ 0.91	Owner	
11	13228	3447 COUNTRY MANOR	2/3/2014	$ 0.91	Owner	
12	23661	3526 FOREST BRANCH	1/21/2015	$ 0.94	Owner	
13	23878	3746 CARDINAL	12/31/2015	$ 1.04	Owner	
14	21011	835 SUGAR HOUSE	4/18/2014	$ 1.10	Owner	
15	39	3546 FOREST BRANCH	5/20/2013	$ 1.22	Owner	small balance lien
16	9144	161 MAGNOLIA	5/20/2013	$ 1.22	Owner	
17	12366	3625 DAME	10/27/2014	$ 1.33	Owner	
18	1651	729 RAMPART	2/26/2016	$ 1.45	Owner	small balance lien
19	15707	4578 WOODCOVE	2/15/2013	$ 1.53	Owner	
20	1349	114 ALOHA	1/28/2015	$ 1.56	Owner	small balance lien
21	10449	636 HAMLET	2/18/2015	$ 1.56	Owner	
22	25653	5516 MAGNOLIA	5/13/2013	$ 1.60	Owner	
23	30851	1823 CRANE POINT	2/19/2015	$ 1.75	Owner	
24	9725	770 TUMBLEBROOK	3/20/2014	$ 1.84	Owner	
25	13307	3454 MARTINGALE	12/26/2013	$ 1.84	Owner	
26	20863	793 SUGAR HOUSE	11/20/2014	$ 1.87	Owner	
27	10892	5931 PARK RIDGE	4/10/2015	$ 2.00	Owner	
28	10816	5941 HATTERAS	9/11/2015	$ 2.09	Owner	
29	1551	717 LARADO	5/30/2014	$ 2.18	Owner	small balance lien
30	12704	3652 DAME	7/20/2010	$ 2.23	Owner	
31	18831	131 SAND PEBBLE	5/20/2015	$ 2.27	Owner	
32	5445	5412 BARHYDT	8/5/2013	$ 2.44	Owner	
33	28385	1486 NAPPA	5/27/2015	$ 2.73	Owner	
34	18628	119 BAREFOOT	9/23/2014	$ 2.80	Owner	
35	6801	35 ELDA	1/8/2014	$ 2.89	Owner	
36	4847	1021 FOX TRACE	12/24/2013	$ 3.35	Owner	
37	13703	6164 SEQUOIA	1/21/2015	$ 3.35	Owner	
38	31825	4217 MAYFAIR	5/16/2013	$ 3.35	Owner	

UTILITY ACCOUNT WRITE-OFFS

#	Loc ID	Location Address	Termination Date	Amt of Write-off	Account Type	Notes
39	686	313 LEGION	4/1/2014	$ 3.43	Owner	
40	16594	3857 LONG GROVE	7/29/2014	$ 3.43	Owner	
41	19791	305 JEFFERSON	3/10/2015	$ 3.43	Owner	
42	37313	811 ANGELINA	1/29/2016	$ 3.63	Owner	
43	8265	5592 MOSSY OAK	10/23/2013	$ 3.66	Owner	
44	19279	206 SAND PEBBLE	10/20/2015	$ 3.77	Owner	
45	22047	1237 MARBELLA	3/7/2013	$ 3.85	Owner	
46	5661	5146 ISABELLE	8/15/2013	$ 3.97	Owner	
47	12388	116 MOONSTONE	7/10/2013	$ 4.08	Owner	
48	19633	262 POINCIANA	2/25/2016	$ 4.11	Owner	
49	20998	834 FIFTH	9/6/2013	$ 4.24	Owner	
50	4292	1096 OAK FOREST	2/6/2015	$ 4.35	Owner	
51	10334	505 LEGUME	9/26/2014	$ 4.35	Owner	
52	11106	5820 CLOVER	6/27/2014	$ 4.35	Owner	
53	11258	235 LEISURE	11/21/2014	$ 4.35	Owner	
54	33402	533 ORANGE	11/19/2013	$ 4.39	Owner	
55	327	65 DUNLAWTON	7/7/2014	$ 4.78	Owner	small balance lien
56	9350	102 LAZY FOX LAIR	2/26/2014	$ 4.93	Owner	
57	3300	4655 HIDDEN LAKE	1/12/2016	$ 5.06	Owner	
58	12459	3642 FRANCIS	8/5/2013	$ 5.06	Owner	
59	707	412 HERBERT	8/5/2013	$ 5.18	Owner	small balance lien
60	6613	1136 GREENBRIAR	9/29/2014	$ 5.29	Owner	
61	13929	539 LAFAYETTE	9/20/2013	$ 5.29	Owner	small balance lien
62	4890	892 STONYBROOK	1/14/2016	$ 5.46	Owner	
63	16458	24 ELDA	4/1/2014	$ 5.60	Owner	
64	33036	6087 SPRUCE POINT	5/12/2015	$ 5.60	Owner	
65	6432	5462 TAYLOR	11/12/2014	$ 5.64	Owner	
66	6590	1166 BAYVIEW	12/9/2013	$ 5.81	Owner	
67	20986	831 RAILROAD	12/10/2013	$ 6.12	Owner	
68	14845	831 RAILROAD	12/10/2013	$ 6.14	Owner	
69	20982	831 RAILROAD	12/10/2013	$ 6.14	Owner	
70	4873	881 STONYBROOK	1/31/2014	$ 6.16	Owner	
71	5709	5221 PINELAND	4/1/2014	$ 6.39	Owner	
72	21111	867 SUGAR HOUSE	8/20/2014	$ 6.49	Owner	
73	6017	101 FLEMING	5/20/2015	$ 6.79	Owner	
74	16181	3802 CHERRY GROVE	7/13/2015	$ 7.49	Owner	
75	13228	3447 COUNTRY MANOR	10/18/2013	$ 7.64	Owner	
76	26161	5786 RIDGEWOOD	2/18/2014	$ 7.85	Owner	

UTILITY ACCOUNT WRITE-OFFS

#	Loc ID	Location Address	Termination Date	Amt of Write-off	Account Type	Notes
77	4037	1023 TOMPKINS	4/21/2016	$ 7.89	Owner	
78	23329	3120 LIBERTY	8/19/2015	$ 8.07	Owner	
79	1190	620 DUNLAWTON	8/13/2015	$ 8.12	Owner	
80	24758	4227 ATLANTIC	2/17/2016	$ 8.25	Owner	
81	8376	907 ASHMEADE	1/26/2016	$ 8.62	Owner	
82	2620	1210 FRANKLIN	7/23/2015	$ 8.65	Owner	
83	13003	48 SPRINGWOOD	12/23/2015	$ 8.85	Owner	
84	2702	1239 THOMAS	6/12/2015	$ 8.91	Owner	
85	10394	744 MERRIMAC	3/28/2014	$ 9.08	Owner	
86	32176	1276 HARMS	8/18/2015	$ 9.11	Owner	
87	19378	217 SAND PEBBLE	4/4/2014	$ 9.25	Owner	
88	3013	1419 CHAMALE	11/25/2015	$ 9.27	Owner	
89	37932	5307 CORDGRASS BEND	1/20/2016	$ 9.41	Owner	
90	8149	620 IPSWICH	10/31/2014	$ 9.80	Owner	
91	3218	1546 RUSTY	5/19/2015	$ 10.20	Owner	
92	4404	1111 SQUIRREL NEST	2/22/2013	$ 10.20	Owner	
93	12911	181 MOONSTONE	9/11/2013	$ 10.38	Owner	
94	5382	5408 DUBOIS	12/7/2015	$ 10.65	Owner	
95	459	209 OCEAN	8/6/2015	$ 10.91	Owner	small balance lien
96	34178	6786 CALISTOGA	5/19/2014	$ 11.42	Owner	
97	3758	199 GIBSON	6/15/2015	$ 11.56	Owner	
98	11298	317 SAGEWOOD	5/29/2015	$ 11.56	Owner	
99	11712	705 ERNEST	12/30/2015	$ 11.82	Owner	
100	7236	610 TOUCHSTONE	6/19/2015	$ 11.97	Owner	
101	27173	777 FOXHOUND	2/10/2010	$ 12.31	Owner	
102	13842	5695 ISABELLE	1/15/2016	$ 12.49	Owner	
103	27959	958 COUNTRYSIDE WEST	4/15/2016	$ 12.53	Owner	
104	10633	366 BENT OAK	4/8/2015	$ 12.79	Owner	
105	14915	3566 RED PONTIAC	3/18/2016	$ 12.80	Owner	
106	3872	1082 WEXFORD	9/8/2015	$ 12.82	Owner	
107	23373	3162 PENINSULA	10/7/2014	$ 12.82	Owner	
108	18436	108 VAN	8/27/2014	$ 12.85	Owner	
109	23856	3724 CARDINAL	3/4/2014	$ 12.85	Owner	
110	6675	5673 WOOD	4/19/2016	$ 13.22	Owner	
111	7158	5761 DEVON	12/19/2014	$ 13.22	Owner	
112	27830	914 COUNTRYSIDE WEST	4/18/2014	$ 13.51	Owner	
113	25171	5036 PALMETTO	1/12/2016	$ 13.52	Owner	
114	21470	1010 FOURTH	10/11/2013	$ 13.70	Owner	

UTILITY ACCOUNT WRITE-OFFS

#	Loc ID	Location Address	Termination Date	Amt of Write-off	Account Type	Notes
115	10639	354 BENT OAK	4/21/2016	$ 13.84	Owner	
116	7997	912 SILVER LEAF	7/18/2013	$ 14.36	Owner	
117	24405	3960 OAK TRAIL RUN	4/21/2016	$ 14.59	Owner	
118	4460	3881 NOVA	4/8/2016	$ 14.60	Owner	
119	6650	6517 BAYWOOD	3/24/2015	$ 14.73	Owner	
120	23165	2953 OCEANS TRACE	1/29/2014	$ 14.73	Owner	
121	4031	1005 TOMPKINS	1/29/2014	$ 14.99	Owner	
122	27925	6004 SAWGRASS POINT	3/19/2014	$ 14.99	Owner	
123	35825	1893 CREEKWATER	7/20/2010	$ 15.05	Owner	small balance lien
124	3760	201 GIBSON	4/2/2014	$ 15.06	Owner	
125	37446	1974 YELLOWFIN	8/13/2014	$ 15.06	Owner	
126	38666	5278 PLANTATION HOME	2/4/2016	$ 15.22	Owner	
127	17126	6100 PHEASANT RIDGE	7/6/2010	$ 15.32	Owner	
128	34850	5489 WARD LAKE	6/19/2014	$ 15.38	Owner	
129	24269	3924 ATLANTIC	1/6/2011	$ 15.46	Owner	small balance lien
130	27876	6087 SABAL BROOK	4/1/2015	$ 15.49	Owner	
131	21391	980 CANALVIEW	12/22/2015	$ 15.53	Owner	
132	2337	1123 THISTLE	3/23/2015	$ 15.62	Owner	
133	24718	4204 ORIOLE	7/30/2015	$ 15.68	Owner	
134	3054	1436 BILOXI	6/16/2015	$ 15.97	Owner	
135	13261	723 OLD SUGAR MILL	8/14/2015	$ 15.97	Owner	
136	29499	1175 SOUTHWINDS	9/22/2015	$ 16.15	Owner	
137	11625	526 NEWTON	9/25/2013	$ 16.18	Owner	
138	21145	890 CHIPMUNK	4/8/2016	$ 16.24	Owner	
139	28830	1302 OSPREY NEST	7/23/2014	$ 16.31	Owner	
140	34684	1677 ARECA PALM	8/18/2014	$ 16.62	Owner	
141	1782	1145 CARYA	6/3/2015	$ 17.28	Owner	
142	6687	5625 WOOD	3/28/2014	$ 17.51	Owner	
143	16146	5944 DORAVILLE	5/9/2013	$ 17.77	Owner	
144	13549	6218 YELLOWSTONE	6/15/2015	$ 18.28	Owner	
145	5963	4570 SPRUCE CREEK	3/11/2014	$ 18.51	Owner	
146	5464	5403 BARHYDT	1/6/2014	$ 18.69	Owner	
147	39203	5301 PEACH BLOSSOM	9/2/2015	$ 19.35	Owner	
148	20825	763 TARRY TOWN	2/28/2014	$ 19.37	Owner	
149	14174	510 NEWTON	10/10/2014	$ 19.60	Owner	
150	11215	221 PINEROCK	5/9/2016	$ 20.22	Owner	
151	24198	3865 CARDINAL	10/13/2015	$ 20.51	Owner	
152	8520	5727 STEWART	3/16/2015	$ 20.54	Owner	

UTILITY ACCOUNT WRITE-OFFS

#	Loc ID	Location Address	Termination Date	Amt of Write-off	Account Type	Notes
153	19143	184 SAND PEBBLE	8/14/2015	$ 20.72	Owner	
154	8464	5791 WOODCLIFF	2/12/2014	$ 20.95	Owner	
155	36845	3815 SUNSET COVE	7/20/2015	$ 21.47	Owner	
156	13644	6191 SEQUOIA	10/8/2015	$ 21.67	Owner	
157	10635	362 BENT OAK	4/27/2016	$ 21.72	Owner	
158	12327	930 HERBERT	3/14/2016	$ 21.84	Owner	
159	14136	928 HERBERT	3/14/2016	$ 21.84	Owner	
160	26132	5786 RIDGEWOOD	2/6/2007	$ 22.04	Owner	
161	26396	6035 BAKERS END	11/10/2015	$ 22.50	Owner	
162	4033	1009 TOMPKINS	5/20/2013	$ 22.54	Owner	
163	24849	4262 CARDINAL	8/11/2009	$ 22.54	Owner	
164	5596	5248 ROGERS	2/3/2015	$ 22.59	Owner	
165	10080	107 DOVER	8/31/2015	$ 22.61	Owner	
166	37297	5363 CORDGRASS BEND	8/18/2015	$ 22.76	Owner	
167	13551	6222 YELLOWSTONE	4/23/2015	$ 23.02	Owner	
168	19725	290 COMMONWEALTH	2/18/2016	$ 23.11	Owner	
169	29145	939 SANDLEBURY	9/3/2015	$ 23.94	Owner	
170	995	801 CHARLES	5/20/2016	$ 24.48	Owner	
171	9366	114 RUSTIC POND	10/23/2015	$ 24.61	Owner	
172	36246	930 WINGATE	4/17/2015	$ 25.04	Owner	
173	2681	1236 THOMASINA	3/16/2016	$ 25.53	Owner	
174	22036	1235 SPARTON	4/20/2015	$ 25.61	Owner	
175	8088	627 CROWN	5/2/2016	$ 25.67	Owner	
176	11491	454 WOODSTOCK	11/12/2015	$ 26.29	Owner	
177	13951	543 ORANGE	1/14/2013	$ 26.56	Owner	
178	9263	121 CROOKED PINE	3/31/2014	$ 26.71	Owner	
179	9356	110 GREY BRANCH	9/19/2014	$ 26.94	Owner	
180	814	309 LAFAYETTE	12/16/2013	$ 27.17	Owner	
181	25495	5411 DURANT	10/20/2015	$ 27.52	Owner	
182	2903	1342 ANA MARIA	8/4/2014	$ 27.88	Owner	
183	21510	1004 DEER SPRINGS	10/13/2015	$ 28.11	Owner	
184	9557	702 HILLS	8/26/2014	$ 28.19	Owner	
185	25217	5090 ORANGE	1/20/2015	$ 28.19	Owner	
186	13733	6207 KLONDIKE	5/4/2015	$ 28.25	Owner	
187	7202	601 TOUCHSTONE	12/8/2015	$ 28.41	Owner	
188	21163	901 WHIPORWILL	10/1/2014	$ 28.50	Owner	
189	23792	3651 FRANCIS	4/9/2014	$ 28.50	Owner	
190	36262	827 WINGATE	3/31/2015	$ 28.58	Owner	

UTILITY ACCOUNT WRITE-OFFS

#	Loc ID	Location Address	Termination Date	Amt of Write-off	Account Type	Notes
191	2813	1480 CRAIG	7/6/2015	$ 28.64	Owner	
192	24145	3830 CARDINAL	3/19/2014	$ 28.66	Owner	
193	25695	5555 BAYSHORE	10/16/2013	$ 28.80	Owner	
194	12396	124 MOONSTONE	2/12/2015	$ 28.81	Owner	
195	10726	5828 WESTPORT	11/1/2013	$ 29.00	Owner	
196	13052	97 SPRINGWOOD	7/12/2013	$ 29.00	Owner	
197	4334	1078 OAK FOREST	6/13/2014	$ 29.13	Owner	
198	9091	122 MAGNOLIA	9/26/2014	$ 29.13	Owner	
199	787	4670 RIDGEWOOD	6/26/2015	$ 29.79	Owner	
200	8595	809 BLACK DUCK	5/27/2014	$ 30.00	Owner	
201	24385	3960 OAK TRAIL RUN	9/10/2013	$ 30.21	Owner	
202	20400	518 ORANGE	2/24/2015	$ 30.37	Owner	
203	22326	1337 CALLE DEL SOL	11/17/2014	$ 30.40	Owner	
204	22348	1345 ARBOL GRANDE	1/14/2014	$ 30.40	Owner	
205	22377	1353 ARBOL GRANDE	12/23/2014	$ 30.40	Owner	
206	22389	1356 COSTA DEL SOL	9/18/2014	$ 30.40	Owner	
207	22756	2082 LA COSTA VILLAGE	5/16/2014	$ 30.40	Owner	
208	10211	332 BRIGHTON	8/18/2014	$ 30.44	Owner	
209	19031	159 SAND PEBBLE	9/4/2014	$ 30.44	Owner	
210	21712	1117 SOUTHWINDS	12/2/2013	$ 30.52	Owner	
211	11447	435 GREENLEAF	6/11/2014	$ 30.68	Owner	
212	20689	719 RAVEN ROCK	4/9/2014	$ 30.68	Owner	
213	21113	868 SUGAR GROVE	8/13/2014	$ 30.68	Owner	
214	9036	101 HICKORY	11/1/2013	$ 31.13	Owner	
215	2106	1158 VIKING	8/15/2011	$ 31.14	Owner	
216	9794	817 HAIL	8/14/2015	$ 31.29	Owner	
217	7204	596 TOUCHSTONE	10/10/2014	$ 31.30	Owner	
218	9196	73 CROOKED PINE	8/29/2014	$ 31.30	Owner	
219	25650	5514 BAYSHORE	2/12/2014	$ 31.43	Owner	
220	24455	3960 WILLOW TRAIL RUN	4/9/2015	$ 31.74	Owner	
221	622	115 HERBERT	9/18/2015	$ 31.83	Owner	
222	3498	114 WOOD GATE	9/5/2014	$ 31.83	Owner	
223	23023	2349 COSTA DEL SOL	12/4/2013	$ 31.99	Owner	
224	22607	1436 DEXTER	9/23/2013	$ 32.05	Owner	
225	30328	415 WILLOW	3/27/2015	$ 32.05	Owner	
226	28660	1320 SHADOW PATH	2/17/2016	$ 32.08	Owner	
227	15483	613 NEWTON	11/16/2009	$ 32.20	Owner	
228	22809	2212 PRIMAVERA	5/2/2014	$ 32.28	Owner	

UTILITY ACCOUNT WRITE-OFFS

#	Loc ID	Location Address	Termination Date	Amt of Write-off	Account Type	Notes
229	23693	3601 PENINSULA	5/1/2015	$ 32.32	Owner	
230	5840	5229 FREDERICK	9/30/2014	$ 32.54	Owner	
231	18271	100 SIMPSON	9/30/2015	$ 32.59	Owner	
232	480	223 CHARLES	9/17/2014	$ 32.86	Owner	
233	3504	120 WOOD GATE	7/23/2014	$ 32.86	Owner	
234	6847	483 LESLIE	4/11/2014	$ 32.93	Owner	
235	20500	609 ORANGE	2/25/2013	$ 32.95	Owner	
236	10596	613 FOREST TROLL	8/1/2013	$ 33.20	Owner	
237	4190	1046 OAK FOREST	4/25/2014	$ 33.48	Owner	
238	3463	77 GOLDEN GATE	12/18/2015	$ 33.75	Owner	
239	24425	3960 WILLOW TRAIL RUN	12/4/2014	$ 33.79	Owner	
240	30360	5468 BAYSHORE	10/1/2015	$ 33.82	Owner	
241	8946	68 CYPRESS POND	3/9/2015	$ 33.87	Owner	
242	34162	6770 CALISTOGA	7/29/2011	$ 33.92	Owner	
243	8972	94 CYPRESS POND	7/27/2015	$ 34.39	Owner	
244	16598	835 ORANGE	1/26/2015	$ 34.41	Owner	
245	14236	932 HERBERT	3/14/2016	$ 34.76	Owner	
246	26785	434 PENDREY	12/23/2013	$ 34.79	Owner	
247	7794	947 LAKEWOOD	1/10/2014	$ 35.11	Owner	
248	7262	616 MOONPENNY	10/12/2015	$ 35.24	Owner	
249	21015	836 SECOND	7/30/2014	$ 35.65	Owner	
250	7455	958 TALL PINE	12/3/2013	$ 36.11	Owner	
251	15746	4615 SPRUCE CREEK	4/2/2015	$ 36.13	Owner	
252	21325	961 WHIPORWILL	5/12/2015	$ 36.31	Owner	
253	21168	904 FIFTH	1/5/2013	$ 36.32	Owner	
254	21689	1113 WILLOW RUN	12/21/2015	$ 36.93	Owner	
255	28051	1145 VIKING	3/24/2015	$ 37.06	Owner	
256	4156	1055 SAMMS	4/15/2014	$ 37.21	Owner	
257	21588	1057 SAMMS	4/15/2014	$ 37.21	Owner	
258	5598	5281 ISABELLE	7/9/2015	$ 37.42	Owner	
259	6228	1234 ISLAND	4/23/2015	$ 37.72	Owner	
260	6677	5665 WOOD	7/10/2014	$ 37.78	Owner	
261	11461	471 APPLE	8/26/2013	$ 38.14	Owner	
262	25127	4859 ORANGE	12/15/2015	$ 38.32	Owner	
263	6327	5424 ISABELLE	11/3/2014	$ 38.37	Owner	
264	4010	1032 TOMPKINS	6/30/2015	$ 38.53	Owner	
265	21062	844 WILLIAMS	9/23/2015	$ 38.88	Owner	
266	32177	1102 MILLBROOK	5/14/2015	$ 39.18	Owner	

UTILITY ACCOUNT WRITE-OFFS

#	Loc ID	Location Address	Termination Date	Amt of Write-off	Account Type	Notes
267	15203	987 MORI	8/29/2014	$ 39.86	Owner	
268	21218	918 THIRD	6/28/2013	$ 40.96	Owner	
269	3093	1529 CASEY	2/27/2015	$ 41.23	Owner	
270	5758	5252 PINELAND	4/29/2016	$ 41.53	Owner	
271	13928	304 CHURCH	12/31/2014	$ 41.58	Owner	
272	3617	58 LEMONTWIST	12/18/2013	$ 41.85	Owner	
273	37550	5396 CORDGRASS BEND	3/5/2014	$ 41.85	Owner	
274	12841	161 SWEETGUM	1/12/2016	$ 41.87	Owner	
275	25742	5584 LANCEWOOD	1/28/2016	$ 42.05	Owner	
276	10816	5941 HATTERAS	10/6/2015	$ 42.30	Owner	
277	30631	6335 PARIA	5/9/2016	$ 42.30	Owner	
278	17053	3838 LONG GROVE	8/24/2015	$ 42.69	Owner	
279	34887	1858 BETH	7/28/2010	$ 42.84	Owner	
280	37289	1999 YELLOWFIN	6/7/2013	$ 43.35	Owner	
281	20260	439 LESLIE	12/17/2009	$ 43.45	Owner	
282	27915	849 STONY POINT	3/11/2014	$ 43.68	Owner	
283	3989	1114 KANE	12/24/2013	$ 43.99	Owner	
284	29302	1495 SURREY PARK	12/3/2014	$ 44.19	Owner	
285	15808	5959 KENDREW	4/9/2015	$ 44.32	Owner	
286	36687	306 CHURCH	12/31/2014	$ 44.76	Owner	
287	6546	726 MARSHALL	7/26/2013	$ 45.36	Owner	
288	23539	3333 RIDGEWOOD	5/19/2016	$ 45.36	Owner	
289	94	3543 FOREST BRANCH	4/27/2015	$ 45.57	Owner	
290	15518	520 SUN LAKE	10/20/2015	$ 45.71	Owner	
291	26470	1164 PALM SPRINGS	12/8/2014	$ 45.74	Owner	
292	11823	703 BRECKENRIDGE	3/9/2016	$ 45.85	Owner	
293	21512	1101 DEER SPRINGS	10/20/2015	$ 45.89	Owner	
294	13669	6141 SEQUOIA	10/9/2015	$ 45.98	Owner	
295	889	835 MCDONALD	8/28/2013	$ 47.00	Owner	
296	13773	6231 POPLAR GROVE	11/21/2013	$ 47.61	Owner	
297	3090	1523 CASEY	11/13/2013	$ 48.23	Owner	
298	10055	217 AVON	9/12/2013	$ 48.61	Owner	
299	22593	1427 DEXTER	11/3/2014	$ 48.80	Owner	
300	27180	1007 SANDY TERRACE	8/20/2015	$ 49.43	Owner	
301	25775	5596 LANCEWOOD	5/8/2015	$ 49.71	Owner	
302	32186	4100 CLOCK TOWER	10/14/2015	$ 56.33	Owner	
		Total Account Write-Offs-Owners		**$ 6,358.90**		

UTILITY ACCOUNT WRITE-OFFS

#	Loc ID	Location Address	Termination Date	Amt of Write-off	Account Type	Notes
303	18579	116 DUBLIN	7/31/2015	$ 79.90	Renter	Bankruptcy- Returned by Collection Agency
304	654	310 WELLMAN	6/24/2015	$ 152.74	Renter	Cease Communication from Debtor-Returned by Collection Agency
305	7422	968 BRAMBLE BUSH	8/11/2015	$ 153.42	Renter	Cease Communication from Debtor-Returned by Collection Agency
306	17014	103 PALM CASTLE	8/3/2015	$ 54.68	Renter	Returned by Collection Agency-Deceased
307	1880	1133 MEDITATION LOOP	2/27/2015	$ 54.33	Renter	Returned by Collection Agency-Deceased
308	180	3526 FOREST BRANCH	1/5/2016	$ 55.09	Renter	Returned by Collection Agency-Deceased
309	1126	629 HERBERT	5/6/2015	$ 56.78	Renter	Returned by Collection Agency-Deceased
310	19244	109 TORONITA	3/27/2015	$ 134.18	Renter	Returned by Collection Agency-Deceased
311	17229	68 ANDREWS	1/25/2016	$ 47.65	Renter	Returned by Collection Agency-Deceased
312	20919	813 CANALVIEW	11/16/2015	$ 53.07	Renter	Returned by Collection Agency-Deceased
313	17363	139 ROYAL PALM	6/12/2015	$ 55.31	Renter	Returned by Collection Agency-Deceased
314	18158	83 CROWELL	4/28/2016	$ 59.79	Renter	Returned by Collection Agency-Deceased
315	4131	1046 CHELSEA	1/23/2015	$ 80.40	Renter	Returned by Collection Agency-Deceased
316	23953	3780 CLYDE MORRIS	7/18/2014	$ 81.36	Renter	Returned by Collection Agency-Deceased
317	19985	358 KUMQUAT	7/16/2015	$ 85.84	Renter	Returned by Collection Agency-Deceased
318	18691	121 WILLIAMS	3/10/2016	$ 107.76	Renter	Returned by Collection Agency-Deceased
319	20497	607 LAFAYETTE	9/23/2015	$ 126.98	Renter	Returned by Collection Agency-Deceased
320	19439	225 TROPIC	3/9/2016	$ 131.73	Renter	Returned by Collection Agency-Deceased
321	3513	130 STONE GATE	4/10/2015	$ 132.15	Renter	Returned by Collection Agency-Deceased
322	25983	5642 DURANT	5/9/2016	$ 159.62	Renter	Returned by Collection Agency-Deceased
323	19814	308 GREENWAY	1/11/2016	$ 1.46	Renter	
324	21525	1301 DEER SPRINGS	1/8/2014	$ 1.47	Renter	
325	12994	39 SPRINGWOOD	2/6/2015	$ 1.49	Renter	
326	17645	16 ROYAL PALM	11/9/2015	$ 1.63	Renter	
327	27648	691 BRANCH	11/13/2013	$ 1.78	Renter	
328	6347	5426 ROGERS	1/19/2016	$ 2.10	Renter	
329	13030	75 SPRINGWOOD	6/14/2013	$ 2.11	Renter	
330	23539	3333 RIDGEWOOD	10/25/2013	$ 2.58	Renter	
331	23922	3780 CLYDE MORRIS	3/31/2014	$ 2.98	Renter	
332	19325	212 ORCHARD	5/2/2014	$ 3.00	Renter	
333	2876	1398 HARNDEN	10/31/2014	$ 3.12	Renter	
334	19366	216 ORCHARD	2/16/2015	$ 3.25	Renter	
335	12973	18 SPRINGWOOD	5/9/2016	$ 3.41	Renter	
336	11060	5801 SPRUCE CREEK	1/6/2014	$ 3.53	Renter	
337	27626	3639 OLD HAMMOCK	10/12/2015	$ 3.56	Renter	
338	30272	4955 ORANGE	1/2/2015	$ 3.65	Renter	

UTILITY ACCOUNT WRITE-OFFS

#	Loc ID	Location Address	Termination Date	Amt of Write-off	Account Type	Notes
339	20889	805 LOUISVILLE	10/10/2013	$ 3.84	Renter	
340	18120	76 PIEDMONT	1/19/2016	$ 4.03	Renter	
341	13059	104 SPRINGWOOD	5/29/2014	$ 4.50	Renter	
342	3810	252 MANHATTAN	7/23/2013	$ 4.63	Renter	
343	20372	509 COMMONWEALTH	1/15/2015	$ 4.75	Renter	
344	18008	58 WALTON	10/30/2013	$ 5.21	Renter	
345	23933	3780 CLYDE MORRIS	9/23/2015	$ 5.25	Renter	
346	17064	709 NORMANDY	1/2/2015	$ 5.28	Renter	
347	24398	3960 OAK TRAIL RUN	1/29/2014	$ 5.51	Renter	
348	686	313 LEGION	12/4/2013	$ 5.54	Renter	
349	24345	3960 OAK TRAIL RUN	7/5/2013	$ 5.61	Renter	
350	12728	852 SUGAR HOUSE	8/1/2013	$ 5.64	Renter	
351	4614	719 HORSEMAN	7/15/2013	$ 5.66	Renter	
352	22640	1450 MADELINE	4/3/2013	$ 5.67	Renter	
353	35317	6701 CALISTOGA	12/5/2014	$ 5.81	Renter	
354	5772	5227 ORANGE	10/5/2015	$ 5.97	Renter	
355	17587	11 NORTHWOOD	2/27/2014	$ 6.78	Renter	
356	14741	418 PALM CASTLE	2/13/2015	$ 6.87	Renter	
357	26405	6048 DALFORD	10/1/2013	$ 6.97	Renter	
358	4735	4211 NEW HAVEN	4/25/2013	$ 7.26	Renter	
359	548	311 HERBERT	11/18/2013	$ 7.55	Renter	
360	27088	3817 GROVE VIEW	6/5/2014	$ 7.58	Renter	
361	9979	213 BRITTANY	9/19/2014	$ 7.84	Renter	
362	26526	4639 GOLDEN APPLES	6/10/2013	$ 8.00	Renter	
363	19865	317 JEFFERSON	1/26/2015	$ 8.19	Renter	
364	10293	62 RAINTREE	7/9/2015	$ 8.34	Renter	
365	13904	4275 RIDGEWOOD	8/14/2013	$ 8.49	Renter	
366	30147	5469 BAYSHORE	6/4/2015	$ 8.61	Renter	
367	19947	345 BANYAN	7/31/2013	$ 8.62	Renter	
368	15944	1376 HYDE PARK	2/7/2013	$ 8.64	Renter	
369	21535	1405 DEER SPRINGS	2/23/2015	$ 9.66	Renter	
370	28319	3890 TURTLE CREEK	7/15/2013	$ 9.70	Renter	
371	21006	835 COMMONWEALTH	1/18/2016	$ 10.14	Renter	
372	19495	235 PALM CASTLE	4/24/2014	$ 10.17	Renter	
373	18726	124 MELROSE	8/27/2013	$ 10.23	Renter	
374	25496	5411 JAMES	1/10/2014	$ 10.45	Renter	
375	13040	85 SPRINGWOOD	7/3/2014	$ 10.62	Renter	
376	17878	42 TROPIC	12/21/2015	$ 10.81	Renter	

UTILITY ACCOUNT WRITE-OFFS

#	Loc ID	Location Address	Termination Date	Amt of Write-off	Account Type	Notes
377	453	300 OCEAN	6/12/2014	$ 11.01	Renter	
378	5747	5270 PINELAND	4/10/2013	$ 11.05	Renter	
379	11118	5812 MYSTIC	9/29/2015	$ 12.33	Renter	
380	31053	5445 TURTON	8/29/2013	$ 12.52	Renter	
381	25877	5624 CHRISTIANCY	1/31/2013	$ 13.20	Renter	
382	20199	416 LAFAYETTE	8/20/2015	$ 13.32	Renter	
383	20440	547 RUTH	3/25/2013	$ 13.59	Renter	
384	20492	604 ORANGE	2/1/2016	$ 14.43	Renter	
385	22379	1353 COSTA DEL SOL	7/31/2014	$ 14.47	Renter	
386	36719	840 WINGATE	7/13/2015	$ 14.72	Renter	
387	12959	4 SPRINGWOOD	6/14/2013	$ 14.74	Renter	
388	17878	42 TROPIC	8/1/2014	$ 14.85	Renter	
389	35737	5462 ST REGIS	12/8/2014	$ 14.94	Renter	
390	13039	84 SPRINGWOOD	1/12/2016	$ 14.95	Renter	
391	34245	1727 CREEKWATER	1/3/2013	$ 15.09	Renter	
392	18899	139 SAND PEBBLE	10/30/2015	$ 15.27	Renter	
393	31980	1605 DEER SPRINGS	7/31/2014	$ 15.41	Renter	
394	13043	88 SPRINGWOOD	5/29/2014	$ 16.33	Renter	
395	21779	1135 WILLOW RUN	8/19/2014	$ 17.22	Renter	
396	23983	3780 CLYDE MORRIS	3/15/2016	$ 17.25	Renter	
397	20372	509 COMMONWEALTH	2/11/2014	$ 17.41	Renter	
398	18947	146 WALL	2/27/2015	$ 17.50	Renter	
399	34693	1668 ARECA PALM	9/28/2015	$ 17.69	Renter	
400	20201	416 LAFAYETTE	5/2/2014	$ 17.71	Renter	
401	4752	849 STONYBROOK	8/26/2013	$ 17.86	Renter	
402	34825	5121 ISABELLE	4/30/2014	$ 17.94	Renter	
403	23813	3656 JACKSON	3/20/2015	$ 18.31	Renter	
404	8309	1011 BELLEFLOWER	9/11/2014	$ 18.35	Renter	
405	25205	5082 ORANGE	4/1/2015	$ 18.46	Renter	
406	2306	79 WOODVIEW	11/16/2015	$ 18.51	Renter	
407	7178	592 MOONPENNY	10/1/2014	$ 18.99	Renter	
408	1349	114 ALOHA	6/29/2015	$ 19.05	Renter	
409	19660	271 PALM CASTLE	12/10/2015	$ 19.38	Renter	
410	19658	270 PALM CASTLE	9/13/2013	$ 19.47	Renter	
411	7136	1243 VAGABOND	9/24/2014	$ 19.71	Renter	
412	17755	27 FREDERICK	5/16/2013	$ 19.82	Renter	
413	25235	5104 ISABELLE	4/8/2014	$ 19.84	Renter	
414	18015	60 CEDAR	8/28/2014	$ 19.90	Renter	

UTILITY ACCOUNT WRITE-OFFS

#	Loc ID	Location Address	Termination Date	Amt of Write-off	Account Type	Notes
415	20500	609 ORANGE	1/15/2013	$ 20.08	Renter	
416	3486	101 STONE GATE	2/5/2014	$ 20.16	Renter	
417	11440	457 GREENLEAF	11/7/2014	$ 20.30	Renter	
418	20426	537 LOCUST	9/2/2014	$ 20.60	Renter	
419	25127	4859 ORANGE	11/9/2015	$ 20.68	Renter	
420	13036	81 SPRINGWOOD	12/2/2014	$ 20.77	Renter	
421	5426	5337 LANDIS	9/30/2015	$ 20.97	Renter	
422	20897	805 LOUISVILLE	6/2/2014	$ 21.12	Renter	
423	36716	815 ANGELINA	4/7/2016	$ 21.43	Renter	
424	26241	5856 RIVERSIDE	9/2/2014	$ 21.49	Renter	
425	3179	4723 CHARDONNAY	7/10/2013	$ 21.56	Renter	
426	501	210 CHARLES	10/17/2014	$ 21.59	Renter	
427	21347	980 CANALVIEW	4/15/2013	$ 21.63	Renter	
428	14268	5602 RIDGEWOOD	12/31/2013	$ 21.93	Renter	
429	5436	5360 BARHYDT	5/6/2016	$ 21.94	Renter	
430	4696	824 STONYBROOK	2/1/2013	$ 22.22	Renter	
431	3295	4665 HIDDEN LAKE	7/29/2014	$ 22.78	Renter	
432	6348	5422 ROGERS	3/13/2014	$ 22.85	Renter	
433	9719	756 TUMBLEBROOK	5/9/2016	$ 23.76	Renter	
434	5836	5213 FREDERICK	3/31/2016	$ 23.80	Renter	
435	25902	5628 ISABELLE	2/3/2014	$ 24.10	Renter	
436	15005	1553 RUSTY	12/29/2014	$ 24.17	Renter	
437	553	212 HERBERT	4/23/2013	$ 24.27	Renter	
438	20127	405 LESLIE	3/12/2015	$ 24.57	Renter	
439	34513	5217 ROGERS	1/28/2016	$ 24.79	Renter	
440	553	212 HERBERT	5/30/2014	$ 24.88	Renter	
441	12414	142 MOONSTONE	11/8/2013	$ 24.88	Renter	
442	19896	324 BANYAN	4/24/2014	$ 24.95	Renter	
443	3747	188 GIBSON	11/24/2014	$ 24.98	Renter	
444	13017	62 SPRINGWOOD	10/27/2015	$ 25.10	Renter	
445	25608	5458 TAYLOR	3/17/2014	$ 25.27	Renter	
446	19502	236 ORCHARD	8/1/2014	$ 25.57	Renter	
447	21274	935 MEADOW VIEW	1/4/2016	$ 25.58	Renter	
448	580	211 WILLIS	4/1/2014	$ 26.27	Renter	
449	25759	5600 PINELAND	9/18/2013	$ 26.49	Renter	
450	23801	3656 JACKSON	5/10/2013	$ 26.52	Renter	
451	22932	2277 LA FLOR	12/10/2014	$ 26.69	Renter	
452	25452	5346 RIDGEWOOD	8/10/2015	$ 26.93	Renter	

UTILITY ACCOUNT WRITE-OFFS

#	Loc ID	Location Address	Termination Date	Amt of Write-off	Account Type	Notes
453	25236	5104 ISABELLE	4/18/2016	$ 28.47	Renter	
454	4759	835 STONYBROOK	1/16/2015	$ 28.87	Renter	
455	2599	1236 TRACY	4/10/2013	$ 29.28	Renter	
456	25624	5475 TAYLOR	5/11/2015	$ 29.33	Renter	
457	22394	1357 COSTA DEL SOL	4/15/2016	$ 29.72	Renter	
458	19445	226 TROPIC	4/7/2014	$ 29.80	Renter	
459	1166	522 POWERS	7/26/2013	$ 29.86	Renter	
460	10027	206 BRITTANY	12/2/2014	$ 30.24	Renter	
461	12962	7 SPRINGWOOD	5/2/2013	$ 30.47	Renter	
462	23949	3780 CLYDE MORRIS	4/20/2016	$ 30.86	Renter	
463	7068	1214 WINDSOR	4/28/2016	$ 30.95	Renter	
464	22847	2233 PRIMAVERA	4/14/2016	$ 31.19	Renter	
465	2282	55 RAVENWOOD	6/16/2015	$ 32.22	Renter	
466	22632	1450 MADELINE	11/12/2014	$ 32.34	Renter	
467	6925	423 LAURIE	1/5/2015	$ 32.56	Renter	
468	12965	10 SPRINGWOOD	4/1/2014	$ 32.71	Renter	
469	15999	5234 ROGERS	5/4/2015	$ 32.84	Renter	
470	15405	6072 CENTRAL PARK	4/1/2013	$ 32.96	Renter	
471	6676	5669 WOOD	7/10/2015	$ 32.99	Renter	
472	12972	17 SPRINGWOOD	12/5/2013	$ 33.50	Renter	
473	9618	649 TUMBLEBROOK	3/18/2013	$ 34.18	Renter	
474	25135	4873 ORANGE	11/14/2013	$ 34.20	Renter	
475	10067	572 TAYLOR	7/2/2015	$ 34.43	Renter	
476	14012	407 OAK	2/6/2015	$ 34.66	Renter	
477	11062	5813 SPRUCE CREEK	9/4/2013	$ 34.73	Renter	
478	25242	5107 TAYLOR	11/9/2015	$ 34.85	Renter	
479	4769	811 LONG MEADOW	7/31/2013	$ 35.08	Renter	
480	17827	36 CEDAR	3/27/2015	$ 36.17	Renter	
481	3968	1127 KANE	12/21/2015	$ 36.22	Renter	
482	25214	5090 ISABELLE	6/26/2015	$ 36.33	Renter	
483	12958	3 SPRINGWOOD	1/15/2013	$ 36.41	Renter	
484	23372	3162 ATLANTIC	3/16/2016	$ 36.64	Renter	
485	2249	22 WOODLAKE	1/22/2014	$ 36.76	Renter	
486	1163	514 POWERS	4/4/2014	$ 36.79	Renter	
487	13034	79 SPRINGWOOD	8/18/2014	$ 36.93	Renter	
488	786	4654 RIDGEWOOD	2/26/2016	$ 36.97	Renter	
489	14232	5652 ISABELLE	2/27/2015	$ 36.98	Renter	
490	31113	945 MCDONALD	8/19/2014	$ 37.62	Renter	

UTILITY ACCOUNT WRITE-OFFS

#	Loc ID	Location Address	Termination Date	Amt of Write-off	Account Type	Notes
491	25214	5090 ISABELLE	3/3/2015	$ 37.76	Renter	
492	100	3549 FOREST BRANCH	7/18/2014	$ 37.97	Renter	
493	17364	66 GREENWAY	9/12/2014	$ 37.98	Renter	
494	36509	1726 GOOSECROSS	7/31/2015	$ 38.02	Renter	
495	25059	4661 GOLDEN APPLES	9/21/2015	$ 38.13	Renter	
496	16248	3960 OAK TRAIL RUN	12/18/2013	$ 38.14	Renter	
497	25867	5622 JAMES	8/21/2014	$ 38.45	Renter	
498	24448	3960 WILLOW TRAIL RUN	1/28/2014	$ 38.68	Renter	
499	5867	5071 ORANGE	4/1/2016	$ 39.19	Renter	
500	25883	5624 ROGERS	5/1/2013	$ 39.44	Renter	
501	18568	115 OGDEN	2/27/2015	$ 39.75	Renter	
502	25236	5104 ISABELLE	11/8/2013	$ 40.20	Renter	
503	11121	450 WALES	7/31/2014	$ 40.67	Renter	
504	4809	808 ACORN	3/22/2013	$ 41.00	Renter	
505	25191	5062 RIDGEWOOD	2/5/2015	$ 41.12	Renter	
506	9629	675 TUMBLEBROOK	10/22/2015	$ 41.26	Renter	
507	18982	152 ORCHID	7/10/2015	$ 41.83	Renter	
508	33541	1420 COCONUT PALM	9/8/2015	$ 42.19	Renter	
509	14172	3829 NOVA	4/15/2016	$ 42.66	Renter	
510	6043	316 FLEMING	8/13/2014	$ 42.75	Renter	
511	21331	977 WHIPORWILL	4/8/2014	$ 42.86	Renter	
512	2511	1227 JEFFERY	7/14/2014	$ 43.09	Renter	
513	24032	3780 CLYDE MORRIS	3/17/2016	$ 43.37	Renter	
514	17699	20 VENETIAN	12/21/2015	$ 43.81	Renter	
515	21265	933 ORANGE	11/13/2013	$ 44.02	Renter	
516	19818	309 CHARLES	11/26/2014	$ 44.06	Renter	
517	25256	5116 TAYLOR	10/13/2015	$ 45.34	Renter	
518	6629	1125 MILLBROOK	8/26/2013	$ 45.72	Renter	
519	17658	17 PALM CASTLE	1/28/2014	$ 45.93	Renter	
520	1865	1130 MEDITATION LOOP	10/17/2014	$ 46.48	Renter	
521	21609	1102 MONTICELLO	10/11/2013	$ 46.80	Renter	
522	21998	1226 WINDSOR	12/3/2015	$ 46.89	Renter	
523	5538	5317 CHRISTIANCY	5/16/2016	$ 47.12	Renter	
524	25193	5068 PALMETTO	4/3/2014	$ 47.16	Renter	
525	18932	144 SAND PEBBLE	8/15/2014	$ 47.29	Renter	
526	6413	5452 ISABELLE	12/31/2015	$ 47.36	Renter	
527	544	303 HERBERT	4/3/2013	$ 47.37	Renter	
528	19502	236 ORCHARD	11/6/2014	$ 47.59	Renter	

UTILITY ACCOUNT WRITE-OFFS

#	Loc ID	Location Address	Termination Date	Amt of Write-off	Account Type	Notes
529	29030	3534 FOREST BRANCH	2/14/2013	$ 47.61	Renter	
530	19744	295 VAGABOND	11/3/2014	$ 48.34	Renter	
531	21218	918 THIRD	10/2/2014	$ 48.65	Renter	
532	11136	485 WILTSHIRE	4/28/2014	$ 48.68	Renter	
533	25597	5450 JAMES	6/13/2014	$ 48.97	Renter	
534	1415	129 KON TIKI	9/18/2015	$ 49.60	Renter	
535	14960	1033 DEER SPRINGS	8/1/2013	$ 23.90	Renter	
536	25036	4654 GOLDEN APPLES	8/23/2013	$ 33.81	Renter	

Total Write-Off Renter Accounts **$ 6,924.70**

Total Write Off Accounts **$ 13,283.60**

This list is of small balance accounts and accounts that were returned by our Collection Agency as uncollectible. There are also few small balance accounts that do have liens. Staff has determined the accounts listed here should be categorized as uncollectible and be written off, as such.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **10/04/2016**

Consent item: Yes

SUBJECT: City Attorney's Report FY16 - Fourth Quarter

DEPARTMENT: City Attorney

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to accept the City Attorney's Report.

SUMMARY: The City Attorney's Report FY16 - Fourth Quarter is attached for your reference.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	CA Report FY16 - 4th Quarter	CA's Report FY16 4th Qtr.pdf

Tracy London	Created/Initiated - 09/20/2016
Margaret Roberts	Approved - 09/29/2016
Robin Fenwick	Final Approval - 09/29/2016

CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129-4144
OFFICE OF THE CITY ATTORNEY
TELEPHONE 386-506-5525
FAX 386-506-5530
www.Port-Orange.org

MEMORANDUM

TO: Mayor Allen Green
Vice Mayor Drew Bastian
Council Member Donald Burnette
Council Member Bob Ford
Council Member Scott Stiltner
M. H. Johansson, City Manager

FROM: Margaret T. Roberts, City Attorney

DATE: September 26, 2016

SUBJECT: City Attorney's Report
July 1, 2016 – September 30, 2016

A summary of case activity is attached. If you have any questions, please contact me.

Case Summary FY16

Office of the City Attorney
City of Port Orange, Florida

Category	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Bankruptcy	1	0	0	2
Contracts	49	32	36	53
Foreclosures	2	1	2	3
Forfeitures	7	8	8	2
PD Property Return	0	9	5	1
Prosecutions - City Ordinance Violations	7	8	2	4
Prosecutions - Animal Enforcement Violations	4	8	5	5
Prosecutions - Parking Violations	16	2	7	14
Real Property – Development Review	2	20	10	19
Real Property – Transactional	15	14	4	5
Torts/Claims	7	11	11	15
Other Files	26	29	24	20
Total New Items:	**136**	**142**	**114**	**143**

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/04/2016

Consent item: No

SUBJECT: Approval of Beville Settlement

DEPARTMENT: City Attorney

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

Move to approve the settlement agreement in the amount of $35,000, contingent upon the City's receipt of a general release from Ms. Beville.

SUMMARY:

On September 24, 2014, Nancy Beville allegedly tripped and fell over an uneven portion of sidewalk owned and maintained by the City of Port Orange. On February 17, Ms. Beville filed a complaint against the City for damages resulting from her injury sustained from the fall (Case No. 2016-30201 CICI).

Mediation was held on September 21, 2016, where the parties were able to agree to settle (see attached agreement). The City's insurance carrier will make payment on behalf of the City. The settlement agreement requires a full release of the City by Ms. Beville.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Mediation Settlement Agreement	.pdf

Robin Fenwick	Created/Initiated - 09/29/2016
Margaret Roberts	Approved - 09/29/2016
M. Jake Johansson	Approved - 09/29/2016
Robin Fenwick	Final Approval - 09/29/2016

MEDIATION SETTLEMENT AGREEMENT

The undersigned parties agree to the settlement of all claims by and on behalf of Nancy L Beville

against City of Port Orange

for injuries and damages sustained by Nancy L Beville

in and accident/incident occurring on 9/24/14

and to the dismissal of the pending lawsuit with prejudice upon the following terms:

1. City of Port Orange

shall pay the sum of $ 35,000.00 in full and final settlement of all claims by and on behalf of Nancy L Beville.

Nancy L Beville

shall execute a complete release of City of Port Orange

and shall hold them harmless from any and all outstanding bills and/or liens, including medicare lien

2. The cost of mediation shall be paid by parties equally

3. Settlement is subject to approval by city council of City of Port Orange to be addressed at Oct 4, 2016 city meeting

Executed this 21 day of Sept, 2016

Nancy Beville

Gloria A. Carr

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/04/2016

Consent item: No

SUBJECT: First Reading - Ordinance No. 2016-17 - Revision to City Code Sec. 2-272 - Alterations or modifications of contracts

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve on first reading Ordinance No. 2016-17 as attached.

SUMMARY: This agenda request will amend City Code Sec. 2-272 - Alterations or modifications of contracts by revising verbiage in the last sentence of subsection (a)(4) to state "City Council approval shall be required for changes in project time over thirty (30) days.

Based on actual projects that have required short project time extensions due to minor set-backs, inclement weather, permitting issues, etc., the current ordinance has resulted in delays with completion of the projects which can become costly.

Upon discussion with City Departments, it has been requested to establish a threshold of thirty (30) days for any changes in project time requiring City Council approval. The City Manager will have authorization to approve change orders for project time up to the established threshold, thus reducing costly delays. Changes in project time over the thirty (30) day threshold will require City Council approval.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2016-17	Ord. No. 2016-17.pdf
2.	Revision for 2-272 Alterations or modifications of contracts	Revision for 2-272 Alterations or modifications of contracts.docx

Diana Fye	Created/Initiated - 08/17/2016
Tracey Riehm	Approved - 08/28/2016
Margaret Roberts	Approved - 09/29/2016
M. Jake Johansson	Approved - 09/29/2016
Robin Fenwick	Final Approval - 09/29/2016

ORDINANCE NO. 2016-17

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-272 OF THE CODE OF ORDINANCES REGARDING ALTERATIONS OR MODIFICATIONS OF CONTRACTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city council has determined that it is in the best interest of the city to amend the procedure for alterations or modifications of contracts as set forth in this Ordinance; 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 2-272 of the Code of Ordinances, to read as follows:

Chapter 2 – ADMINISTRATION

ARTICLE VI. - FINANCE

DIVISION 2. – PURCHASE AND SALE PROCEDURE

Sec. 2-272. - Alterations or modifications of contracts.

(a) [*Remain Unchanged*]

(1) [*Remain Unchanged*]

(2) [*Remain Unchanged*]

(3) [*Remain Unchanged*]

(4) *Scope and time*. City council approval shall be required for changes in project scope, defined as changes that materially alter or expand the original intent of the project, taking into consideration the details included in the advertisement and previous award approval by council, if applicable. City council approval shall be required for changes in project time over thirty (30) days.

(b) Except as expressly modified in a change order, all other terms and conditions of the modified contract shall remain in full force and effect.

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: _____
Margaret T. Roberts, City Attorney

Sec. 2-272. - Alterations or modifications of contracts.

(a) Where in the opinion of the department head it becomes necessary for the prosecution of any work or improvement under contract to make alterations or modifications in such contract, such alterations or modifications may only be effected as follows:

(1) *Unforeseen conditions allowance.* The city manager, or his or her designee as set forth in writing, shall have the authority to approve expenditures up to the total amount of the allowance for unforeseen conditions as established upon award of the contract.

(2) *Change orders by city manager authority.* The city manager, or his or her designee as set forth in writing, shall have the authority to approve change orders up to $25,000.00 if an allowance is not included in the contract.

(3) *Emergency event.* The city manager, or his or her designee as set forth in writing, shall have the authority to approve and execute change orders that increase the contract price beyond the unforeseen conditions allowance only for an emergency event that occurs during the performance of the contract and requires immediate resolution to avoid one or more of the following: additional costs that were not reasonably anticipated; delay to the project that increases costs; or endangerment of the public. Each change order issued as a result of an emergency event shall be brought to city council for ratification at the next available meeting, if the approval authority of the city manager has been exceeded or if the allowance has been exceeded.

(4) *Scope and time.* City council approval shall be required for changes in project scope, defined as changes that materially alter or expand the original intent of the project, taking into consideration the details included in the advertisement and previous award approval by council, if applicable. City council approval shall be required for changes in project time over thirty (30) days.

(b) Except as expressly modified in a change order, all other terms and conditions of the modified contract shall remain in full force and effect.

(Code 1981, § 8-37; Ord. No. 1997-22, § 8, 5-6-1997; Ord. No. 2004-15, § 7, 7-20-2004; Ord. No. 2015-30, § 1, 8-18-2015)

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/04/2016

Consent item: No

SUBJECT: First Reading - Ordinance No. 2016-18 - Correction to City Code Sec. 2-275 - Local purchasing preference

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve on first reading Ordinance No. 2016-18 amending Section 2-275 - Local Purchasing Preference Subsection (c)(1)c to correct a misprint.

SUMMARY: Ordinance No. 2016-18 will amend Section 2-275 - Local Purchasing Preference of the Code of Ordinances by correcting a misprint in Subsection (c)(1)(c).

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2016-18	Ord. No. 2016-18.pdf
2.	Correction to 2-275 Local purchasing preference	Correction to 2-275 Local purchasing preference.doc

Diana Fye	Created/Initiated - 08/17/2016
Tracey Riehm	Approved - 09/08/2016
Margaret Roberts	Approved - 09/29/2016
M. Jake Johansson	Approved - 09/29/2016
Robin Fenwick	Final Approval - 09/29/2016

ORDINANCE NO. 2016-18

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, 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, 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 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) - (b) [*Remain Unchanged*]

(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~~ Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida Business shall have the opportunity to submit, within five 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) [*Remains Unchanged*]

(d) – (e) [*Remain Unchanged*]

SECTION 2: CONFLICTING ORDINANCES.
All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: CODIFICATION
The provisions of this Ordinance shall become and be made a part of the 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: _____
Margaret T. Roberts, City Attorney

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:

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 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.

Local business means a Port Orange business, Volusia County business, or Florida business as defined herein.

Port Orange business means a business having its headquarters and principal place of business within the City of Port Orange at least 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.

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.

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 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.

(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 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 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~~ ~~Volusia County~~ Florida business is within three percent 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 of the available points.

b. Volusia County business shall be granted up to five percent of the available points.

c. Florida business shall be granted up to three percent 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 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.

(Ord. No 2015-16, § 2, 5-19-2015)

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/04/2016

Consent item: No

SUBJECT: Amendment to YMCA Lease

DEPARTMENT: City Attorney

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve the attached Lease Amendment.

SUMMARY: This is the fifth amendment to the lease agreement between the City and the YMCA. This amendment is a one year extension of the existing lease, as has been amended, commencing October 12, 2016 and terminating October 11, 2017. The purpose of the one year extension is to give the city and the YMCA the opportunity and time to review the existing lease and the amendments thereto, with a goal of consolidating and updating the terms set forth in the existing lease and multiple amendments into one document. The current payments for the YMCA lease is $205,740.00 annually. The R & R fund will be treated consistent with the terms of the existing contract.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Amendment No. 5	Amendment No. 5.pdf

Tracy London	Created/Initiated - 08/17/2016
Margaret Roberts	Approved - 09/29/2016
Tracey Riehm	Approved - 09/29/2016
M. Jake Johansson	Approved - 09/29/2016
Robin Fenwick	Final Approval - 09/29/2016

AMENDMENT NO. 5 TO
CITY OF PORT ORANGE-YMCA
LEASE AGREEMENT

THIS AMENDMENT NO. 5 to City of Port Orange-YMCA Lease Agreement is made and entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipality ("City") and **VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.** formerly known as The Greater Daytona Beach Area Young Men's Christian Association, Inc. ("YMCA" or "Lessee"). (City and YMCA shall be collectively referred to herein as the "Parties.")

WHEREAS, on October 11, 1989, City and YMCA executed City of Port Orange-YMCA Lease Agreement (the "Lease Agreement"); and

WHEREAS, the Lease Agreement provides for City to sublease the Demised Premises to YMCA for the operation and maintenance of a recreational facility; and

WHEREAS, at the time the Lease Agreement was entered into, the correct name for YMCA was "The Greater Daytona Beach Area Young Men's Christian Association, Inc."; and

WHEREAS, on April 21, 1992, City and YMCA executed Amendment No. 1 to the Lease Agreement; and

WHEREAS, on November 3, 1998, City and YMCA executed Amendment No. 2 to the Lease Agreement; and

WHEREAS, on August 3, 1999, City and YMCA executed Amendment No. 3 to the Lease Agreement; and

WHEREAS, on July 24, 2001, City and YMCA executed a second Amendment No. 3 to the Lease Agreement; and

WHEREAS, on June 20, 2008, The Greater Daytona Beach Area Young Men's Christian Association, Inc. and West Volusia Family Young Men's Christian Association, a Florida not-for-profit corporation filed Articles of Merger with the Florida Department of State, Division of Corporations, wherein the surviving entity was West Volusia Family Young Men's Christian Association, a Florida not-for-profit corporation; and

WHEREAS, on June 26, 2008, West Volusia Family Young Men's Christian Association, Inc. filed Articles of Amendment to Articles of Incorporation with the Florida Department of State, Division of Corporations, wherein the name of the corporation was changed to Volusia/Flagler Family Young Men's Christian Association, Inc., a Florida not-for-profit corporation; and

WHEREAS, Amendment No. 4 to the Lease Agreement, dated April 1, 2014, was executed by the City and YMCA in November, 2014; and

WHEREAS, City and YMCA desire to amend the expiration and renewal schedule as set forth herein.

NOW, THEREFORE, in consideration of the terms conditions, promises, covenants and payments hereinafter set forth, City and YMCA agree as follows:

1. The foregoing premises are true and correct and incorporated herein by reference.

2. The Parties hereby acknowledge that the Volusia/Flagler Family Young Men's Christian Association, Inc. shall be the Lessee under the Lease Agreement.

3. Section 1.3 of the Lease Agreement between City and YMCA, is hereby amended to read as follows:

   Section 1.3 Renewal. The term of this Agreement shall be extended for a period of one (1) year from October 12, 2016, upon the same terms and conditions as contained herein. Upon the expiration of the term set forth herein, this Agreement may be extended upon mutual agreement and approval by the YMCA and the City. If either party has the intent not to renew, then written notice to the other of its intent not to renew shall be sent by certified mail not less than one hundred and eighty (180) days prior to the expiration of the term set forth herein. At any time subsequent to the initial term of the Lease Agreement, the parties may renegotiate mutually satisfactory amendments hereto.

4. All other terms and conditions of the Lease Agreement, as amended, shall remain in full force and effect, except as modified herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment, by and through their authorized representatives, on the respective dates under each signature.

YMCA

WITNESSES:

VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.

_____

*Print Name:*_____

By:_____
Printed Name:_____
Title:_____

_____

*Print Name:*_____

Attest:_____
Printed Name:_____
Title:_____

Date:_____

CITY

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Florida municipality

_____

*Print Name:*_____

By_____
Allen Green, Mayor

Date: _____

_____

*Print Name:*_____

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

_____

*Print Name:*_____

Date:_____

_____

*Print Name:*_____

[Seal]

[CA#5429]

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/04/2016

Consent item: No

SUBJECT: Assignment of YMCA Sublease

DEPARTMENT: City Attorney

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve the attached Assignment and Amendment of the YMCA Sublease, with Genesis Health Development, Inc. and HB Outpatient Rehabilitative Service, Inc. subject to assignee, HB Outpatient Rehabilitative Services, Inc. corporate registration with State of Florida.

SUMMARY: This is an assignment and amendment to the sublease between the YMCA and Halifax Health. It is the desire of both entities to assign the sublease to a newly formed joint venture between Halifax Health and Brooks Rehabilitation Services. The new joint venture is HB Outpatient Rehabilitative Services, Inc. a Georgia not for profit. In addition, a second assignee is Genesis Health Development Inc., a Florida not for profit, doing business as Brooks Health Development. The assignment and amendment must be approved by the city per the terms of the lease agreement between the city and the YMCA. The amendments contained in the assignment are the term of the sublease and the insurance requirements. The term was amended to end next October in an effort to align the sublease with the lease agreement. The insurance provision in the sublease referenced the public nature of Halifax Health. While the new sublessees are not for profit, they are not public entities and the insurance provisions in the current sublease would not apply as written.

Project No.:	Funding Account No.:

ATTACHMENTS:

1.	Assignment	Assignment Agreement.pdf

Tracy London	Created/Initiated - 09/02/2016
Margaret Roberts	Approved - 09/29/2016
Tracey Riehm	Approved - 09/29/2016
M. Jake Johansson	Approved - 09/29/2016
Robin Fenwick	Final Approval - 09/29/2016

ASSIGNMENT AND AMENDMENT OF THE SUBLEASE AGREEMENT

THIS ASSIGNMENT AND AMENDMENT OF THE SUBLEASE AGREEMENT (this "Assignment") is dated as of _____, 2016, and is entered into by and between **Volusia/Flagler Family Young Men's Christian Association, Inc.** formerly known as The Greater Daytona Beach Area Young Men's Christian Association, Inc., hereinafter "YMCA" or "Sublessor,"; **Halifax Hospital Medical Center**, a special taxing district formed under the laws of the State of Florida, hereinafter "Assignor" and **HB Outpatient Rehabilitative Services, Inc.,** a Georgia not for profit corporation, authorized to do business in the State of Florida, and **Genesis Health Development, Inc.,** a Florida not for profit doing business as Brooks Health Development, hereinafter "Assignees."

WHEREAS, the YMCA and City of Port Orange ("City") entered into a certain Lease Agreement, as has been amended, for use of the premises located at 4701 City Center Parkway, Port Orange, Volusia County, Florida dated October 12, 1989, hereinafter "Lease Agreement", a true, correct, and complete copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference; and

WHEREAS, The YMCA and Assignor entered into a certain Sublease Agreement for use of a portion of the premises located at 4701 City Center Parkway, Port Orange, Volusia County, Florida dated October 12, 2013 for a term of two (2) years, beginning October 12, 2013 terminating on the 11th of October, 2015, hereinafter "Sublease," a true, correct, and complete copy of which is attached hereto as **Exhibit "B"** and incorporated herein by this reference; and

WHEREAS, The YMCA and Assignor entered into an Amendment to Sublease Agreement dated October 12, 2015 for a term of two (2) years, beginning October 12, 2015 terminating on the 11th of October, 2017 with automatic annual renewals for three successive one (1) year terms, unless either party provides written notice of non-renewal at least 180 days prior to the expiration of the current or renewal term., hereinafter "Amendment," a true, correct, and complete copy of which is attached hereto as **Exhibit "C"** and incorporated herein by this reference; and

WHEREAS, Assignor desires to assign to Assignees all of Assignor's right, title and interest in and under the Sublease and amendments thereto; and Assignees desire to accept such assignment and assume all of Assignor's duties and obligations thereunder.

WHEREAS, approval by the City of Port Orange of the Assignees and Sublease is required; and

WHEREAS, the YMCA and Assignor desire to clarify terms of the Sublease, as amended.

WHEREAS, the Lease Agreement requires the City to review and approve any assignments and amendments of the Sublease.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, receipt of which is hereby acknowledged, YMCA, Assignor and Assignees agree as follows:

1. The premises set forth above are true and correct, and form a material part of this Assignment.

2. Assignor assigns, transfers and sets over to Assignees all of Assignor's right, title and interest in and under the Sublease and amendments thereto;

3. Assignees hereby accept such assignment and assume and agree to perform all of Assignor's duties and obligations arising under the Sublease and amendments thereto.

4. Except as expressly modified by this Assignment, the Sublease, inclusive of any executed amendments to date, shall remain in full force and effect.

5. Assignor agrees to indemnify and hold City and YMCA harmless from any and all loss, liability, cost or expense, including reasonable attorneys' fees suffered or incurred by Assignees as a result of a breach of any of the foregoing warranties.

6. Paragraph 2 of the Sublease (TERM) is replaced in its entirety by:

   The term of this SUBLEASE is one (1) year, beginning on the 12th of October 2016 and terminating on the 11th of October 2017 unless otherwise extended by mutual agreement of the parties and approval of the City of Port Orange.

7. Paragraph 12 of the Sublease (SUBLESSEE TO CARRY LIABILITY AND PROPERTY INSURANCE) is replaced in its entirety by:

   SUBLESSEE shall procure and maintain in force during the term of this SUBLEASE, and any extension thereof, at their expense, liability and property insurance coverages as set forth in Article IV Section 4.1 of the City of Port Orange-YMCA Lease Agreement, as may be amended.

8. The City of Port Orange, Florida does hereby consent to and join in this Assignment as required in Article IX, Section 9.1 of the Lease Agreement, as amended, between the City and the YMCA, referenced in the Sublease, for purposes of acknowledgment and approval of said Assignee.

9. The effective date of this Assignment shall be the date of the signing of all parties to this Contract.

10. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic transmittal of an executed copy of this Assignment shall be deemed valid as if an original signature was delivered.

[SIGNATURES TO FOLLOW ON NEXT PAGES]

IN WITNESS WHEREOF, the parties hereto have set their hands and seal on the day and year set forth hereinafter.

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

ASSIGNOR:
Halifax Hospital Medical Center, a special taxing district formed under the laws of State of Florida

By: _____
Name: _____
Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Assignment and Amendment was acknowledged before me this _____ day of _____, 2016, _____, as _____ of Halifax Hospital Medical Center, a special taxing district formed under the laws of the State of Florida. He/She is personally known to me.

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

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

ASSIGNEE:
HB Outpatient Rehabilitative Services, Inc.,
a Georgia not for profit corporation

By: _____
Name: _____
Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing Assignment and Amendment was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of HB Outpatient Rehabilitative Services, Inc., a Georgia non-profit corporation, on behalf of said corporation. He/She is personally known to me.

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

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

ASSIGNEE:
Genesis Health Development, Inc.,
a Florida not for profit corporation d/b/a
Brooks Health Development

By: _____
NAME_____
TITLE _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Assignment and Amendment was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of Genesis Health Development, Inc. a Florida not for profit corporation d/b/a Brooks Health Development, on behalf of said corporation. He/She is personally known to me.

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

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

SUBLESSOR:
VOLUSIA/FLAGLER YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.
a Florida not for profit corporation

By: _____
Teresa Rand, President/ CEO

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Assignment and Amendment was acknowledged before me this _____ day of _____, 2016, by Teresa Rand, as President and CEO of Volusia/Flagler Family Young Men's Christian Association, Inc., a Florida not for profit corporation, on behalf of said corporation. She is personally known to me.

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

CITY OF PORT ORANGE,
a Florida Municipal Corporation

WITNESSES:

_____
Signature

*Print Name:*_____

By: _____
Allen Green, Mayor

Date: _____

_____
Signature

*Print Name:*_____

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

_____
Signature

Date: _____

*Print Name:*_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by ALLEN GREEN, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Robin L. Fenwick, City Clerk of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

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

EXHIBIT "A"

CITY OF PORT ORANGE - YMCA

LEASE AGREEMENT

THIS AGREEMENT is made this 11 day of OCTOBER, 1989, by and between CITY OF PORT ORANGE, a Florida municipality ("CITY"), and DAYTONA BEACH YOUNG MENS CHRISTIAN ASSOCIATION, INC., a Florida non-profit corporation, ("YMCA").

WHEREAS, the CITY has entered into a Lease-Purchase Agreement with the Port Orange Leasing Finance Corporation whereby the CITY has leased from the Corporation a recreational facility as more fully described herein and being the same facilities which are the subject of this sublease; and

WHEREAS, the CITY desires to sublease the Demised Premises as described herein to the YMCA for the operation and maintenance of the Demised Premises by the YMCA and the YMCA desires to so sublease from the CITY.

NOW, THEREFORE, in consideration of the terms, conditions, promises, covenants and payments hereinafter set forth, the CITY and YMCA agree as follows:

ARTICLE I

PREMISES, TERM AND RENTAL

Section 1.1 Demised Premises. CITY, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the YMCA to be kept, observed and performed has demised and leased and by these presents does demise and lease to the YMCA, certain buildings and facilities located in the City Center Municipal Complex, as delineated in Exhibit "A" attached hereto and made a part hereof, (the "Demised Premises"), to have and to hold the same for and during the term of this Lease and the renewal periods, as hereafter set forth.

Section 1.2 Term. This Lease shall become effective upon its execution by both parties and shall continue for a period of two years (unless sooner terminated under the provisions hereof) from the day upon which YMCA receives a Certificate of Occupancy for the improvement to be constructed upon the Demised Premises (the "Rental Commencement Date"). The parties agree, upon the request of either party made on or after the Rental Commencement Date, promptly to

execute, acknowledge and deliver an instrument setting forth the date of the Rental Commencement Date and the end of the term of this Lease.

Section 1.3 Renewal. The term of this Agreement shall be automatically extended for a period of two (2) years upon the same terms and conditions as contained herein upon the expiration of the initial term hereof, and shall thereafter be similarly automatically renewed for subsequent two year periods upon the expiration of each extension thereafter, unless either party gives written notice to the other of its intent not to renew, which notice shall be sent by certified mail not less than one hundred and eighty (180) days prior to the expiration of the then existing term. At any time after the initial term hereof or any extension hereunder, and in lieu of termination, the parties may renegotiate mutually satisfactory amendments hereto.

Section 1.4 Rental. YMCA covenants and agrees to pay to CITY, as a rental for the Demised Premises, a total annual rental of One Hundred Forty-Four Thousand Dollars ($144,000.00), payable in twelve (12) equal monthly installments in advance beginning on the Rental Commencement Date and continuing during the lease term. If the annual net revenues of the YMCA from revenue generated by the Port Orange YMCA facility, after reasonable expenses, provision for prior years' deficits (if any) and less operating, capital and maintenance reserves as established by the YMCA for the Port Orange YMCA facility exceed the lease payments set forth herein, then the YMCA shall pay such excess funds to the City as additional rent not to exceed a total combined annual rent of $250,000. The parties recognize that this additional rent reflects the agreement of the parties that the YMCA will endeavor to pay from revenues generated by the Port Orange YMCA facility the full debt service which the City is incurring in conjunction with the YMCA facility. The first rental payment shall be due on the Rental Commencement Date, with subsequent payments due on each monthly anniversary thereof. Such rentals shall be due and payable to the City of Port Orange, Finance Department, Post Office Drawer 291038, Port Orange, FL 32129-1038.

ARTICLE II

CONSTRUCTION OF FACILITY

Section 2.1 Improvements to be Constructed. CITY will construct for the YMCA, all facilities needed to support a YMCA Facility. The construction of improvements will be a "turn-key project" and all construction costs, including all impact fees and permits, as well as all architectural, legal, engineering and other

fees and expenses, are to be included in the cost of construction, and at no additional cost to YMCA. The facilities to be constructed by CITY shall include but not be limited to the following: 50 meter heated swimming pool designed for families and competition; four indoor raquetball courts; mens' health facility and ladies' health facility; youth locker rooms (boys and girls); nautilus room; free weight room; multipurpose room; gymnasium.

Section 2.2 Approval of Plans.

(a) The CITY shall prepare a site/facilities plan, and shall graphically describe all the facilities called for in the Agreement. The site/facilities plan and description shall be submitted to YMCA for its approval. Upon approval of the site/facilities plan by both parties, it shall be initialled and incorporated into this Agreement by attaching it as an Exhibit "B" hereto.

(b) Following approval of the site/facilities plan, CITY shall, through an architect licensed by the State of Florida, prepare plans, specifications and drawings for the improvements to be constructed. Upon approval of plans, specifications and drawings by YMCA, a set shall be initialled by the parties and the CITY may proceed with construction of the facility. If both parties cannot agree on an approved set of plans, specifications and drawings, this Lease shall become void upon notice of either party to the other.

(c) Architecture shall, at the option of the CITY, be in keeping with other buildings in the City Center Municipal Complex.

Section 2.3 Signage. All signage for the facility shall be placed in accordance with the provisions of the Port Orange Sign Code. Public information/governmental signage shall be at the CITY'S sole discretion and location. Signage on the YMCA Facilities site itself shall be as reflected in Exhibit "B" (the site/facilities plan).

ARTICLE III

OPERATION OF FACILITY

Section 3.1 Use. YMCA shall occupy and use the Demised Premises exclusively for a YMCA Facility.

Section 3.2 Equipment. CITY shall furnish, and the same shall be included in the cost of construction, all necessary built-in items for the operation of the facility as a YMCA, including but not

limited to: carpeting, steam generators, lockers, etc. YMCA shall furnish the necessary office equipment, nautilus equipment, free weights and sporting equipment, etc. All such equipment or additional facilities and material will be new and of modern design and safety features, and of first class material. YMCA agrees to maintain said equipment in a safe, sanitary and neat condition, and in accordance with applicable governmental standards at all times.

Section 3.3 Compatibility. The YMCA agrees to operate, maintain and promote the operation and maintenance of the facility in a manner consistent with nationwide and local YMCA policies and practices. The YMCA'S operation of the facility shall be in accordance with applicable City regulations. The YMCA further agrees to comply with reasonable requests of the CITY pertaining to the operation and promotion of the facility in order to provide for the safety of YMCA members and the public. YMCA agrees that its operation of the facility as a YMCA Facility will not unreasonably interfere with the use of the contiguous park area by members of the general public or by CITY. It is the parties' intention that the operation of the facility will be compatible with the Parks and Recreation Programs of the CITY, and the parties hereto agree to coordinate any special events and/or programs within their operations. YMCA agrees that it will not discriminate in its hiring or promotional practices.

Section 3.4 Maintenance. It shall be the responsibility of YMCA to keep the premises clean, sanitary and free from trash and debris. The complete upkeep and maintenance shall be borne by YMCA and YMCA agrees to maintain the premises in accordance with the terms and conditions of this Agreement, any companion Continuing Service Agreement, and consistent with prudent and well-reasoned maintenance procedures and techniques.

Section 3.5 Utilities. YMCA shall make all arrangements for and pay timely all costs of all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, telecommunication, cable TV, trash collection and sewer services.

Section 3.6 Additional Taxes. The parties acknowledge that as a YMCA Facility, YMCA presently enjoys a tax exempt status, however, to the extent the same may be applicable, YMCA shall pay all taxes, including any tax due on any rent payable under this Lease, all personal property taxes, all real property taxes, leasehold improvements and/or leasehold interest taxes, sales taxes which may be assessed against or arise by reason of YMCA'S leasing of the Demised Premises or its operation of the facilities as a YMCA Facility.

Section 3.7 Schedule of Operation. The Port Orange YMCA Board of Directors will determine the hours of operation of the Port Orange YMCA. The same shall be in accordance with nationwide and local YMCA practices and policies.

Section 3.8 Concessions. The YMCA may, but shall not be required to, dispense food and/or drink on the premises for consumption by users of the facility.

Section 3.9 Fees. The right to set and control fees charged to members by the YMCA shall remain with the YMCA and shall not be within the control or directive of the CITY.

ARTICLE IV

INSURANCE

Without limiting any of the other obligations or liabilities of YMCA, YMCA shall provide, pay for, and maintain in force, throughout the term of this Agreement, the insurance coverages set forth in this Article.

Section 4.1 Workers' Compensation. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(s) must include:

A. Employers' Liability with a limit of One Hundred Thousand Dollars ($100,000.00) each accident.

B. Notice of Cancellation and/or Restriction -- The policy(s) must be endorsed to provide CITY of Port Orange with thirty (30) days notice of cancellation and/or restriction.

Section 4.2 Comprehensive. Comprehensive General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

A. Premises and/or Operations.

B. Independent Contractors.

C. Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

D. CITY is to be included as an "Additional Insured" in the name of "City of Port Orange" with respect to liability arising out of operations performed for CITY by or on behalf of YMCA or acts or omissions of CITY in connection with general supervisions of such operations.

E. Notice of Cancellation and/or Restriction -- The policy(s) must be endorsed to provide The City of Port Orange with thirty (30) days notice of cancellation and/or restriction.

ARTICLE V

Section 5.1 Discharge of Liens. The property shall be free and clear of all liens at the time of delivery to the YMCA. After YMCA acceptance of the premises, YMCA shall do all things necessary to prevent the filing of any mechanics' or other lien against the Demised Premises by reason of any work, labor, services or materials performed or supplied or claimed to have been performed or supplied to YMCA, or anyone holding the Demised Premises, or any part of them, through or under YMCA. If any claim of lien is filed, YMCA shall have it cancelled of record within thirty (30) business days after the date of the filing or, if YMCA in good faith determines that the lien should be contested, YMCA shall furnish security to release the claim of lien as a lien against the real property and to prevent any foreclosure of it during the pendency of the contest. If YMCA does not release the claim of lien, the CITY may, but shall not be obligated to, release the claim of lien either by paying the amount claimed to be due or by procuring the release of the claim of lien by giving security or in such other manner as may be prescribed by law. YMCA shall repay to the CITY all sums disbursed or deposited by the CITY pursuant to the foregoing provisions of this paragraph, including the CITY'S cost and expenses and attorney's fees reasonably incurred in connection therewith as additional rent hereunder on demand. Nothing contained herein shall imply any consent or agreement of the CITY or the owner of the entire premises to subject their interests to liability under any mechanics'

or other lien law whether or not the performance or the furnishing of such work, labor, services or materials to YMCA or anyone holding the Demised Premises, or any part of them, through or under YMCA has been consented to by the CITY or the owner of the premises.

ARTICLE VI

CONDEMNATION

Section 6.1 Complete Taking. In the event of a taking of all of the Demised Premises (or so much thereof as to render the Demised Premises unfit for continued occupancy by the YMCA) for any public or quasi-public use, under any statute or by right of eminent domain or any conveyance in lieu there-of, the YMCA'S liability to pay rent, additional rent or otherwise to perform the terms and conditions of this Agreement shall cease, but the YMCA shall be entitled to any claim against the condemnor that the YMCA may be entitled to because of (a) loss of improvements placed upon the Demised Premises by the YMCA, at the YMCA'S cost and expense; (b) loss of trade fixtures and moving expenses; or (c) the loss of the unexpired term of this Lease by reason of such taking, all in accordance with Section 8.4 hereof.

Section 6.2 Partial Taking. In the event of a partial taking by condemnation or eminent domain and provided such partial taking shall not render the demised property unfit for continued occupancy by the YMCA, then rental shall be proportionately reduced and the YMCA shall be entitled to only the claim against the condemnor that the YMCA may be entitled to because of loss of improvements placed upon the Demised Premises by the YMCA at the YMCA'S cost and expense, loss of trade fixtures and moving expenses.

ARTICLE VII

FIXTURES

Section 7.1 YMCA'S Fixtures. All of YMCA'S trade fixtures, and all personal property, signage, apparatus, machinery and equipment hereafter supplied by YMCA and located upon the Demised Premises, whether or not the same are affixed thereto, shall be and remain the personal property of the YMCA and may, at the option of the YMCA, be removed from the Demised Premises, provided YMCA is not in default under this personal property on the Demised Premises at the termination of this Lease, such trade fixtures or personal property so left shall be and become the property of the CITY.

ARTICLE VIII

TERMINATION

Section 8.1 Termination by CITY. The occurrence of any of the following may cause this Agreement to be terminated at the option of the CITY by notice to the YMCA.

A. Assignment by YMCA for the benefit of creditors.

B. Abandonment or discontinuation of operations at the facility during usual business hours and on such days as comparable facilities are open for business, provided however, that if such abandonment or discontinuation shall be due to causes beyond YMCA'S reasonable control such as, without limitation, acts of God, government laws or action, war, civil commotion, casualty, fire, storm, labor disputes or energy shortages, this Agreement shall not be terminated as long as such condition continues.

C. Any final judicial determination that litigation instituted by YMCA against the CITY was groundless.

In addition, the CITY shall have the right to terminate this Agreement after thirty (30) days written notice by registered mail to YMCA, of the non-performance of any provisions of this Agreement, unless the same shall have been corrected or remedial action started and diligently pursued within such period, to the reasonable satisfaction of the CITY.

Upon any termination pursuant to this Section, or if YMCA fails to exercise its option to renew, CITY shall have, in addition to any other remedies, the option to require that YMCA remove, at YMCA'S cost, all improvements made by YMCA to the Demised Premises. This option must be exercised prior to the use of such improvements by CITY, or it will be considered waived.

Section 8.2 Termination by YMCA. YMCA shall have the right upon thirty (30) days written notice to the CITY to terminate this Agreement at any time after the occurrence of one or more of the following events:

A. Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the facilities for its intended purposes, and the remaining in force of said injunction or period of more than thirty (30) calendar days.

B. A breach by the CITY of any of the terms, covenants or conditions contained in this Agreement and the failure of the CITY to remedy such breach within thirty (30) days after receipt of written notice sent by registered mail from YMCA of the existence of such breach, unless the same shall have been corrected or remedial action started and diligently pursued within such period.

C. The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, or the operation control or use of the facilities, or any substantial part, or parts, thereof in such a manner as substantially to restrict YMCA'S operations for a period of thirty (30) calendar days or more.

Section 8.3 Right to Remove Personal Property. At the termination of the Agreement, either by expiration of the term or otherwise (except in the case of termination without cause by the YMCA), YMCA shall have the right to remove from the leased premises all its personal property and equipment used in the operation provided, however, that the CITY shall have a first and prior lien upon all such personal property to secure the payment to it of any and all sums due from YMCA.

Section 8.4 Termination Without Cause by CITY. CITY shall have the right to terminate this Agreement upon 90 days notice without cause and without penalty. Notwithstanding any provision hereof to the contrary, upon such termination the YMCA shall have the option of removing equipment and furnishings provided by the YMCA without use of bond monies, or selling the equipment and furnishings to the CITY for the sum of $20,000.

Section 8.4A Termination upon Payment in Full of the Bonds. Upon payment in full of the obligations of the Port Orange Lease Finance Corporation to finance the cost of the acquisition and construction of the facility, this Lease shall terminate.

Section 8.5 Termination Without Cause by YMCA. The parties agree that the YMCA may terminate this Lease without cause upon ~~120~~ 90 days notice without cause. Upon such termination and as liquidated damages for the termination, the YMCA agrees to convey to the CITY and leave on the leasehold property all furnishings and equipment normally located thereon by YMCA.

Section 8.6 In the event of default under this Lease by either party and in recognition of the difficulty in determining liquidated or actual damages in the event of such default, the parties agree that their sole remedies under this Agreement shall be the termination without cause provisions contained herein and both parties waive any other legal or equitable remedies.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Assignment. Subject to the provisions of this Agreement, YMCA shall not assign or encumber its interest in this Agreement or in the Demised Premises, or allow any other person or entity (except YMCA'S authorized representatives) to occupy or use all or any part of the premises and the building and improvements located thereon, without first obtaining CITY'S written consent. YMCA shall not unreasonably withhold or delay its consent. However, any proposed assignee must have similar background and experience in the operation of a YMCA Facility, must operate the facility and provide substantially the same services on the Demised Premises as provided in this Agreement and must have adequate financial resources. Should YMCA (assign or attempt to assign this) Lease or sublet any portion of the Demised Premises without the prior written consent of the CITY, then this Lease shall be terminated forthwith, without prior notice to YMCA. No consent to any assignment or encumbrance shall constitute a waiver of the provisions of this Section.

Section 9.2 Risk of Loss. The YMCA agrees to assume all risks of loss by fire, water, weather or other unforeseen damages to or destruction of any property or stock placed on the premises by the CITY and to hold the CITY harmless from any responsibility or liability therefor.

Section 9.3 Holding Over. YMCA may not hold over or remain in possession of the Demised Premises after cancellation or termination of this Agreement or after expiration of any term of this Agreement.

Section 9.4 CITY'S Warranties - Quiet Enjoyment.

(a) CITY covenants and warrants that it has full right and lawful authority to enter into this Lease for the full term hereof.

(b) CITY covenants and agrees to and with YMCA that at all times when YMCA is not in default under the terms of and during the term of this Lease, YMCA'S quiet and peaceable enjoyment of the Demised Premises shall not be disturbed or interfered with by CITY or any person claiming by, through or under CITY.

Section 9.5 Approvals. It is understood by the parties to this Agreement that where the approval of either of the parties is required by the Agreement, such approval shall not be unreasonably withheld.

Section 9.6 No Waiver. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except by the parties hereto in writing.

Section 9.7 Net Lease. This Lease is, except to the extent otherwise provided herein, a net lease, and YMCA hereby assumes and agrees to pay and perform all payments, expenses, duties and obligations with relation to the Demised Premises, the improvements constructed upon the Demised Premises and appurtenances thereto, maintenance and operation thereof, whether such duties and obligations would otherwise be construed to be those of the CITY or YMCA, except as otherwise provided herein, so that no matter from what source arising, if anything shall be required to be done in, upon or about the Demised Premises, the improvements constructed upon the Demised Premises or appurtenances thereto, the same shall be done and fulfilled at the sole expense and responsibility of YMCA, without any expense, liability, or obligations whatsoever to or on the CITY, except for such obligations as are expressly assumed by the CITY herein.

Section 9.8 Independent Contractor. YMCA is an independent contractor under this Lease. Services provided by YMCA shall be by employees of YMCA and subject to the supervision by YMCA, and not as officers, employees or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, purchasing policies and other similar administrative procedures applicable to services rendered by YMCA in the Demised Premises shall be those of YMCA. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the CITY and YMCA, it being expressly understood and agreed that neither the method of computation of rent nor any of the other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the CITY and YMCA other than the relationship of landlord and tenant.

Section 9.9 Entire Agreement. This Agreement expresses the whole agreement between the parties, there being no representation, warranties or other understanding not hereto expressly set forth or provided for. No change or modification of or addition to this Agreement shall be valid unless in writing and signed by parties hereto.

Section 9.10 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

Section 9.11 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if sent by Certified Mail, Return Receipt Requested, as follows:

TO YMCA:

Director
Daytona Beach YMCA, Inc.
825 Derbyshire Road
Daytona Beach, FL 32117

TO CITY:

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement by and through their authorized representatives on the respective dates under each signature.

CITY

CITY OF PORT ORANGE, FLORIDA, a Florida municipality

ATTEST:

City Clerk

By: Mayor

Date: October 11, 1989

YMCA

DAYTONA BEACH YOUNG MENS CHRISTIAN ASSOCIATION, INC., a Florida non-profit corporation

WITNESS:

By:

TITLE: President

Date: 10/10/89

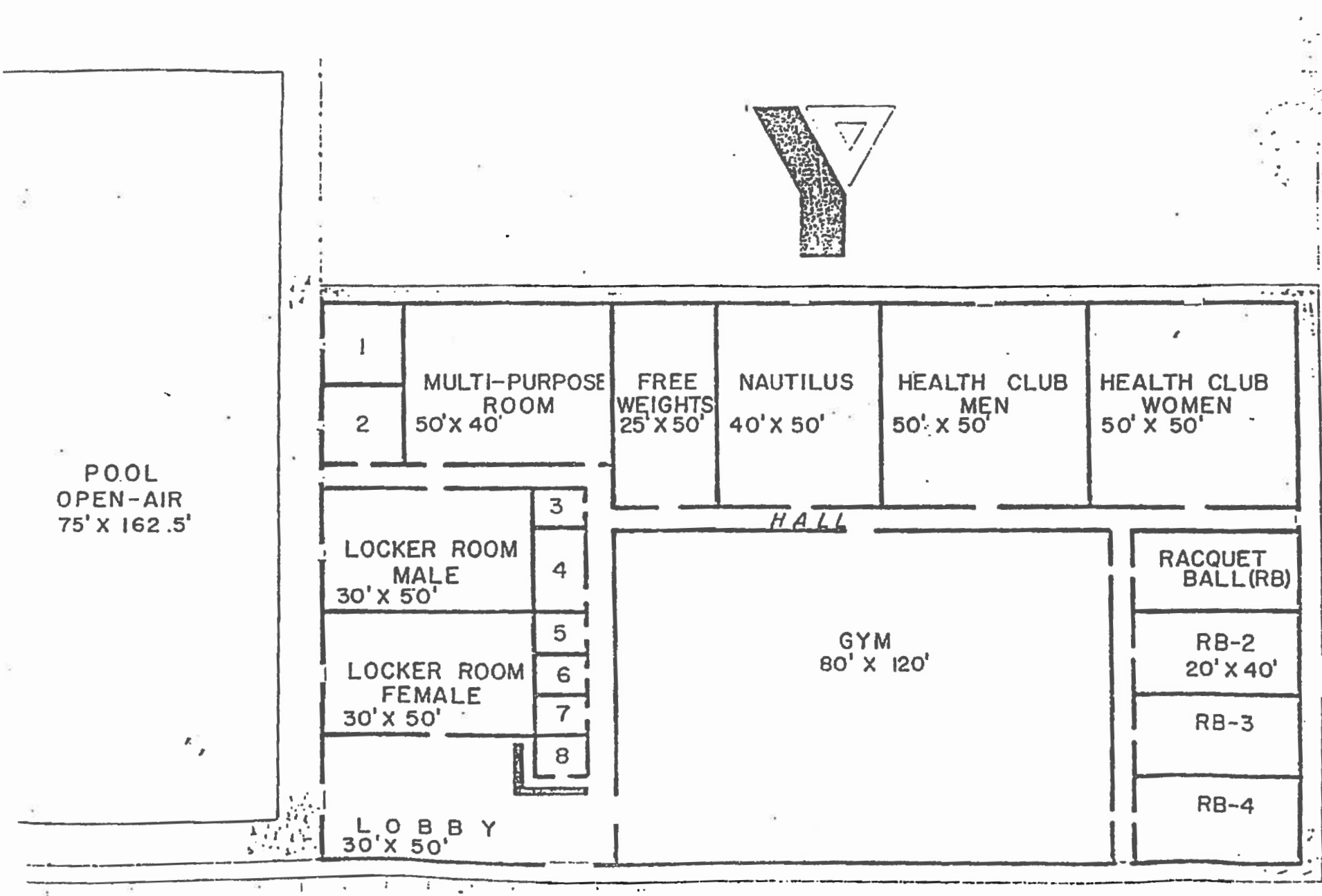
FD:10/5/89

Exhibit "A"

The following described parcel, except the North 480 feet:

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1932, PAGE 0922, OFFICIAL RECORDS BOOK 2149, PAGE 1968 AND OFFICIAL RECORDS BOOK 2528, PAGE 1583-1584; ALL RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKED "3290" AT THE SOUTHWEST CORNER OF TWIN GATES MOBILE ESTATES AS RECORDED IN MAP BOOK 33 AT PAGE 40 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AS NOW MONUMENTED AND THE NORTHERLY RIGHT-OF-WAY LINE OF HERBERT STREET AS NOW LAID OUT (RIGHT-OF-WAY VARIES); THENCE GO S01 37'37"W ALONG THE AFORESAID MONUMENTED EAST LINE OF THE NORTHWEST QUARTER OF SECTION 8 A DISTANCE OF 1625.20 FEET TO A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 8, SAID MONUMENT BEING IN THE NORTH LINE OF A FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1544 AT PAGE 84 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING THE AFORESAID EAST LINE GO S89 30'13"E ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE AFORESAID SECTION 8 A DISTANCE OF 668.04 FEET; THENCE DEPARTING THE AFORESAID NORTH LINE GO S01 41'53"E A DISTANCE OF 260.40 FEET; THENCE GO N89 30'13"W A DISTANCE OF 542.84 FEET; THENCE GO S01 41'53"E A DISTANCE OF 1002.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE GO NORTHWESTERLY ALONG THE AFORESAID CURVE HAVING A RADIUS OF 260.00 FEET, AN ARC DISTANCE OF 193.06 FEET (CHORD = 188.65 FEET, CHORD BEARING = N22 58'11"W) TO THE POINT OF TANGENCY; THENCE GO N44 14"30"W A DISTANCE OF 413.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 62.00 FEET; THENCE GO NORTHERLY ALONG THE AFORESAID CURVE HAVING A RADIUS OF 62.00 FEET, AN ARC DISTANCE OF 79.69 FEET (CHORD = 74.32 FEET, CHORD BEARING = N07 25'05"W) TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 350.00 FEET; THENCE GO NORTHEASTERLY ALONG THE AFORESAID CURVE HAVING A RADIUS OF 350.00 FEET, AN ARC DISTANCE OF 174.99 FEET (CHORD = 173.18 FEET, CHORD BEARING = N15 04'55"E) TO THE POINT OF TANGENCY; THENCE GO N00 45'30"E A DISTANCE OF 78.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 260.00 FEET; THENCE GO NORTHWESTERLY ALONG THE AFORESAID CURVE HAVING A RADIUS OF 260.00 FEET, AN ARC DISTANCE OF 326.11 FEET (CHORD = 305.15 FEET, CHORD BEARING = N35 10'24"W) TO A POINT ON THE AFORSAID CURVE; THENCE DEPARTING THE AFORESAID CURVE GO N01 43'40"E A DISTANCE OF 236.95 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE AFORESAID SECTION 8, SAID LINE ALSO BEING THE NORTH LINE OF THE AFORESAID FLORIDA POWER & LIGHT COMPANY EASEMENT; THENCE GO S88 20'55"E ALONG THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 8 A DISTANCE OF 331.49 FEET TO THE POINT OF BEGINNING.


POOL
OPEN-AIR
75' X 162.5'
1
2
MULTI-PURPOSE ROOM
50'X 40'
FREE WEIGHTS
25' X 50'
NAUTILUS
40' X 50'
HEALTH CLUB MEN
50' X 50'
HEALTH CLUB WOMEN
50' X 50'
3
4
5
6
7
8
LOCKER ROOM MALE
30' X 50'
LOCKER ROOM FEMALE
30' X 50'
HALL
GYM
80' X 120'
RACQUET BALL (RB)
RB-2
20' X 40'
RB-3
RB-4
LOBBY
30' X 50'

EXHIBIT

AMENDMENT NO. 1 TO
CITY OF PORT ORANGE - YMCA
LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of April, 1992, by and between CITY OF PORT ORANGE, a Florida municipality ("CITY"), and THE GREATER DAYTONA BEACH AREA YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., a Florida non-profit corporation ("YMCA"), constitutes Amendment No. 1 to the Lease Agreement between City of Port Orange and Daytona Beach Young Mens Christian Association, Inc., dated October 11, 1989.

WHEREAS, CITY and YMCA executed a Lease Agreement dated October 11, 1989; and

WHEREAS, said Lease Agreement provides for CITY to sublease the Demised Premises to YMCA for the operation and maintenance of a recreational facility; and

WHEREAS, CITY and YMCA desire to amend various provisions of said Lease Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, promises, covenants and payments hereinafter set forth, CITY and YMCA agree as follows:

1. The first sentence of Section 1.4 Rental of the Lease Agreement between CITY and YMCA dated October 11, 1989, is hereby amended and superseded by the provisions of Section 1.5 Adjustment of Rent and Section 1.6 Renewal and Replacement Fund.

2. The Lease Agreement between CITY and YMCA dated October 11, 1989, is hereby amended by the addition of Section 1.5 Adjustment of Rent to read as follows:

Section 1.5 Adjustment of Rent. Effective January 1, 1992, the monthly rent installments specified in Section 1.4 shall be reduced to eight thousand dollars ($8,000.00) for the remainder of the initial term of the Lease Agreement. In the event the term of the Lease Agreement is extended or renewed as provided in Section 1.3 of the Lease Agreement, YMCA shall pay to CITY, as rent during the term of such extension or renewal, the amounts set forth in Exhibit "C", attached hereto and incorporated by reference in the Lease Agreement.

3. The Lease Agreement between CITY and YMCA dated October 11, 1989, is hereby amended by the addition of Section 1.6 Renewal and Replacement Fund to read as follows:

Section 1.6 Renewal and Replacement Fund. Effective January 1, 1992, YMCA shall pay to CITY, in addition to the monthly rent payments specified in Section 1.5 or Exhibit "C", the amount of one thousand dollars ($1,000.00) per month during the remainder

of the initial term of the Lease Agreement and the term of any extension or renewal of the Lease Agreement. This amount shall be retained by CITY in a separate Renewal and Replacement Fund for capital improvements to the Leased Premises approved by CITY. YMCA shall prepare and submit to CITY a proposed capital budget for the Renewal and Replacement Fund in accordance with CITY's budget calendar and procedures. CITY shall approve, disapprove, or approve in modified form the capital budget for the Renewal and Replacement Fund in accordance with CITY's budget calendar and procedures. Any expenditures from the Renewal and Replacement Fund for capital improvements to the Leased Premises shall be made only in accordance with the approved capital budget and shall comply with CITY's purchasing and accounting procedures. Any funds remaining in the Renewal and Replacement Fund upon termination of the term of the Lease Agreement, including any extension or renewal of the Lease Agreement, shall belong to CITY.

4. The Lease Agreement between CITY and YMCA dated October 11, 1989, is hereby amended by the addition of Section 1.7 Financial Reports to read as follows:

Section 1.7 Financial Reports. Effective January 1, 1992, YMCA shall submit to CITY monthly financial reports within ten (10) days ater the end of each month during the remainder of the initial term of the Lease Agreement and the term of any extension or renewal of the Lease Agreement. The monthly financial reports for the period between January 1, 1992, and the date of execution of this Amendment shall be submitted within ten (10) days after execution of this Amendment by both parties. In addition, YMCA shall submit to CITY annual financial reports, audited by an independent certified public accountant, within ninety (90) days after the end of each fiscal year during the initial term of the Lease Agreement and the term of any extension or renewal of the Lease Agreement. The monthly and annual financial reports shall include a separate accounting of all revenues and expenditures relating to the Leased Premises and Port Orange YMCA.

5. The Lease Agreement between CITY and YMCA dated October 11, 1989, is hereby amended by the revision of Section 8.5 Termination Without Cause by YMCA to read as follows:

Section 8.5 Termination Without Cause by YMCA. The parties agree that YMCA may terminate this Lease Agreement without cause upon 90 days notice without penalty, other than as set forth in this Section 8.5. Upon such termination and as liquidated damages for the termination, YMCA agrees to convey to the CITY and leave on the leasehold property all furnishings and equipment normally located thereon by YMCA.

6. The Lease Agreement between CITY and YMCA dated October 11, 1989, is hereby amended by the revision of Section 8.6 to read as follows:

Section 8.6 Remedies. In the event of default under this Lease Agreement by either party and in recognition of the difficulty in determining liquidated or actual damages relating to periods subsequent to termination in the event of such default, the parties agree that their sole remedies under this Lease Agreement shall be the termination without cause provisions contained herein (see Sections 8.4 and 8.5) and both parties waive any other legal or equitable remedies. This Section 8.6 is not intended to waive any rights or remedies of the parties for damages, causes of action or actions relating to periods prior to termination.

As to CITY's rights or remedies for actions, causes of action or damages relating to or arising from periods prior to termination, the total amount owed by YMCA to CITY shall not exceed an amount equal to six months of rent payments in effect for the fiscal year specified in Exhibit "C", excluding interest and costs and attorneys fees incurred as a result of litigation; unless YMCA becomes a "hold over" tenant, in which event said limitation on damages shall be increased by the amount of unpaid rent (including funds for deposit to the Renewal and Replacement Fund) for the "hold over" period.

7. All other terms, conditions and provisions of the Lease Agreement between CITY and YMCA dated October 11, 1989, shall remain in full force and effect to the extent not otherwise amended or modified herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment, by and through their authorized representatives, on the respective dates under each signature.

CITY

WITNESSES:

CITY OF PORT ORANGE, FLORIDA,
a Florida municipality

William A. Warren

Joyce H. Weaver

William A. Warren

Joyce H. Weaver

By: James E. Ward
James E. Ward, Mayor

Attest: Kenneth W. Parker
Kenneth W. Parker,
City Manager

Date: APRIL 21, 1992

WITNESSES:

YMCA

THE GREATER DAYTONA BEACH AREA YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Gary Bullard, President

Attest: _____
Preston Root, Secretary

Date: April 21, 1992

CITY OF PORT ORANGE
RECREATIONAL FACILITY LEASE REVENUE BOND
SERIES 1989
1/23/92

YEAR	PRINCIPAL REDUCTION	CALL PRICE	PRINCIPAL DUE	INTEREST DUE	TOTAL DEBT	ACTUAL PAYMENT	CITY	YMCA	INTEREST ACCRUED	CUM. YMCA	YMCA MONTHLY PAYMENT
90				$232,750	$232,750	$232,750	$232,750				
91	$2,660,000	NC	$40,000	232,750	272,750	272,750	272,750	$138,000	$18,180	$404,000	
92	2,620,000		45,000	229,250	274,250	274,250	274,250	108,000	20,610	532,610	See note
93	2,575,000		45,000	225,313	270,313	270,312	270,312	102,000	26,262	660,872	8,500
94	2,530,000		50,000	221,375	271,375	271,375	271,375	108,000	32,169	801,042	9,000
95	2,480,000		55,000	217,000	272,000	272,000	272,000	108,000	38,477	947,519	9,000
96	2,425,000		60,000	212,187	272,187	272,187	272,187	110,000	45,113	1,102,632	9,167
97	2,365,000		65,000	206,938	271,938	271,938	271,938	120,000	52,318	1,274,950	10,000
98	2,300,000		70,000	201,250	271,250	271,250	271,250	130,000	60,298	1,465,248	10,833
99	2,230,000	102%	75,000	195,125	270,125	270,125	270,125	150,000	69,311	1,684,559	12,500
0	2,155,000	101%	85,000	188,563	273,563	273,562	273,562	150,000	79,180	1,913,739	12,500
1	2,070,000	100%	90,000	181,125	271,125	272,125	273,562	150,000	89,493	2,153,233	12,500
2	0		100,000	173,250	273,250	2,070,000		155,000			12,917
3			105,000	164,500	269,500			155,000			12,917
4			115,000	155,312	270,312			160,000			13,333
5			125,000	145,250	270,250			160,000			13,333
6			140,000	134,313	274,313			160,000			13,333
7			150,000	122,063	272,063			165,000			13,750
8			165,000	108,938	273,938			165,000			13,750
9			180,000	94,500	274,500			165,000			13,750
10			195,000	78,750	273,750			165,000			13,750
11			210,000	61,688	271,688			175,000			14,583
12			495,000	43,313	538,313			175,000			14,583
			$2,660,000	$3,825,500	$6,485,500	$5,294,624	$3,226,061	$3,174,000			

Payment Schedule for 10/1/91 to 9/30/92
October through December – 12,000/month
January through September – 8,000/month

EXHIBIT "C"

AMENDMENT NO. 2 TO
CITY OF PORT ORANGE - YMCA
LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 3RD day of NOVEMBER, 1998, by and between CITY OF PORT ORANGE, a Florida municipality ("CITY"), and THE GREATER DAYTONA BEACH AREA YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., a Florida non-profit corporation ("YMCA"), constitutes Amendment No. 2 to the Lease Agreement between City of Port Orange and Daytona Beach Young Mens Christian Association, Inc., dated October 11, 1989.

WHEREAS, CITY and YMCA executed a Lease Agreement dated October 11, 1989; and

WHEREAS, CITY and YMCA executed Amendment No. 1 to the Lease Agreement dated April 21, 1992; and

WHEREAS, said Lease Agreement provides for the CITY to sublease the Demised Premises to YMCA for the operation and maintenance of a recreational facility; and

WHEREAS, CITY and YMCA desire to amend various provisions of said Lease Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, promises, covenants and payments hereinafter set forth, CITY and YMCA agree as follows:

1. The Lease Agreement between CITY and YMCA dated October 11, 1989, is hereby amended by the revision of the second Whereas clause to read as follows:

WHEREAS, the CITY has completed the purchase of the recreational facility from the Port Orange Leasing Finance Corporation; and

2. The Lease Agreement between CITY and YMCA dated October 11, 1989, is hereby amended by the addition of a third Whereas clause to read as follows:

WHEREAS, the CITY desires to continue to lease the Demised Premises as described herein to the YMCA for the operation and maintenance of a recreational facility located thereon and the YMCA desires to so lease from the CITY and to sublease a portion of such facility to a sublessee for the operation of certain health related facilities therein.

3. The Lease Agreement between CITY and YMCA dated October 11, 1989, as amended by Amendment No. 1 dated April 21, 1992, is hereby amended by the revision of Section 1.6 <u>Renewal and Replacement Fund</u> to read as follows:

Section 1.6 Renewal and Replacement Fund. Effective October 1, 1998, YMCA shall pay to CITY, in addition to the monthly rent payments specified in Section 1.5 or Exhibit "C", the amount specified in Exhibit "C" for each month during the remainder of the initial term of the Lease Agreement and the term of any extension or renewal of the Lease Agreement. This amount shall be retained by CITY in a separate Renewal and Replacement Fund for capital improvements to the Demised Premises approved by CITY. For purposes of this section, capital improvements to be paid from the Renewal and Replacement Fund shall be defined as repair, renovation or replacement of major or permanent improvements to the YMCA Facility or the Demised Premises consisting of paving, landscaping, irrigation, carpeting, flooring, paneling, exterior painting, roofing, and electrical, mechanical, gas and plumbing systems or fixtures the cost of which exceeds one thousand five hundred dollars ($1,500.00). YMCA shall prepare and submit to CITY a proposed capital budget for the Renewal and Replacement Fund in accordance with CITY's budget calendar and procedures. CITY shall approve, disapprove, or approve in modified form the capital budget for the Renewal and Replacement Fund in accordance with CITY's budget calendar and procedures. Any expenditures from the Renewal and Replacement Fund for capital improvements to the Demised Premises shall be made only in accordance with the approved capital budget and shall comply with CITY's purchasing and accounting procedures. Any funds remaining in the Renewal and Replacement Fund upon termination of the term of the Lease Agreement, including any extension or renewal of the Lease Agreement, shall belong to CITY.

4. The Lease Agreement between CITY and YMCA dated October 11, 1989, as amended by Amendment No. 1 dated April 21, 1992, is hereby amended by the addition of Section 1.8 CITY Use of Facilities to read as follows:

Section 1.8 CITY Use of Facilities. YMCA shall permit and allow CITY to use the gym and pool facilities located on the Demised Premises for practice by CITY sponsored teams, subject to the following conditions:

a. Use of said facilities by CITY shall not exceed a total of five hundred twenty (520) hours per calendar year.

b. Any hours CITY does not use said facilities in one (1) calendar year shall not be carried forward to the next calendar year.

c. Dates and times for use of said facilities by CITY shall be subject to mutual agreement between director of YMCA's Port Orange branch and director of CITY's Parks and Recreation Department.

5. The Lease Agreement between CITY and YMCA dated

October 11, 1989, as amended by Amendment No. 1 dated April 21, 1992, is hereby amended by the addition of Section 1.9 CITY Use of Parking Areas to read as follows:

Section 1.9 CITY Use of Parking Areas. Upon written notice by CITY to director of YMCA's Port Orange branch, YMCA shall permit and allow CITY to use the parking lots and other parking areas located on the Demised Premises for parking of vehicles during special events and activities conducted on any portion of adjacent CITY property, including, but not limited to, CITY hall, gymnasium, athletic fields, municipal complex and grounds.

6. The Lease Agreement between CITY and YMCA dated October 11, 1989, is hereby amended by the addition of Section 2.4 Improvements to read as follows:

Section 2.4 Improvements. YMCA may construct additional improvements on the Demised Premises only with the prior written approval of CITY. The cost of such improvements and the cost of operation and maintenance thereof shall be the responsibility of YMCA.

7. The Lease Agreement between CITY and YMCA dated October 11, 1989, is hereby amended by the revision of Section 3.1 Use to read as follows:

Section 3.1 Use. YMCA shall occupy and use the Demised Premises for a YMCA Facility and for such other purposes as shall be approved in writing by CITY.

8. The Lease Agreement between CITY and YMCA dated October 11, 1989, is hereby amended by the substitution of Exhibit "B", attached hereto, in place of Exhibit "B" attached to said Lease Agreement.

9. Amendment No. 1 to the Lease Agreement between CITY and YMCA dated April 21, 1992, is hereby amended by the substitution of Exhibit "C", attached hereto, in place of Exhibit "C" attached to said Amendment No. 1.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment, by and through their authorized representatives, on the respective dates under each signature.

CITY

WITNESSES:

CITY OF PORT ORANGE, FLORIDA, a Florida municipality

By: _____
Allen Green, Mayor

Attest: _____
Kenneth W. Parker,
City Manager

Date: Nov. 3, 1998

YMCA

WITNESSES:

THE GREATER DAYTONA BEACH AREA YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., a Florida non-profit corporation

By: _____
Bill Vogel, President

Attest: _____
Richard Kearley,
Secretary

Date: Sept 25 98

Exhibit "B"

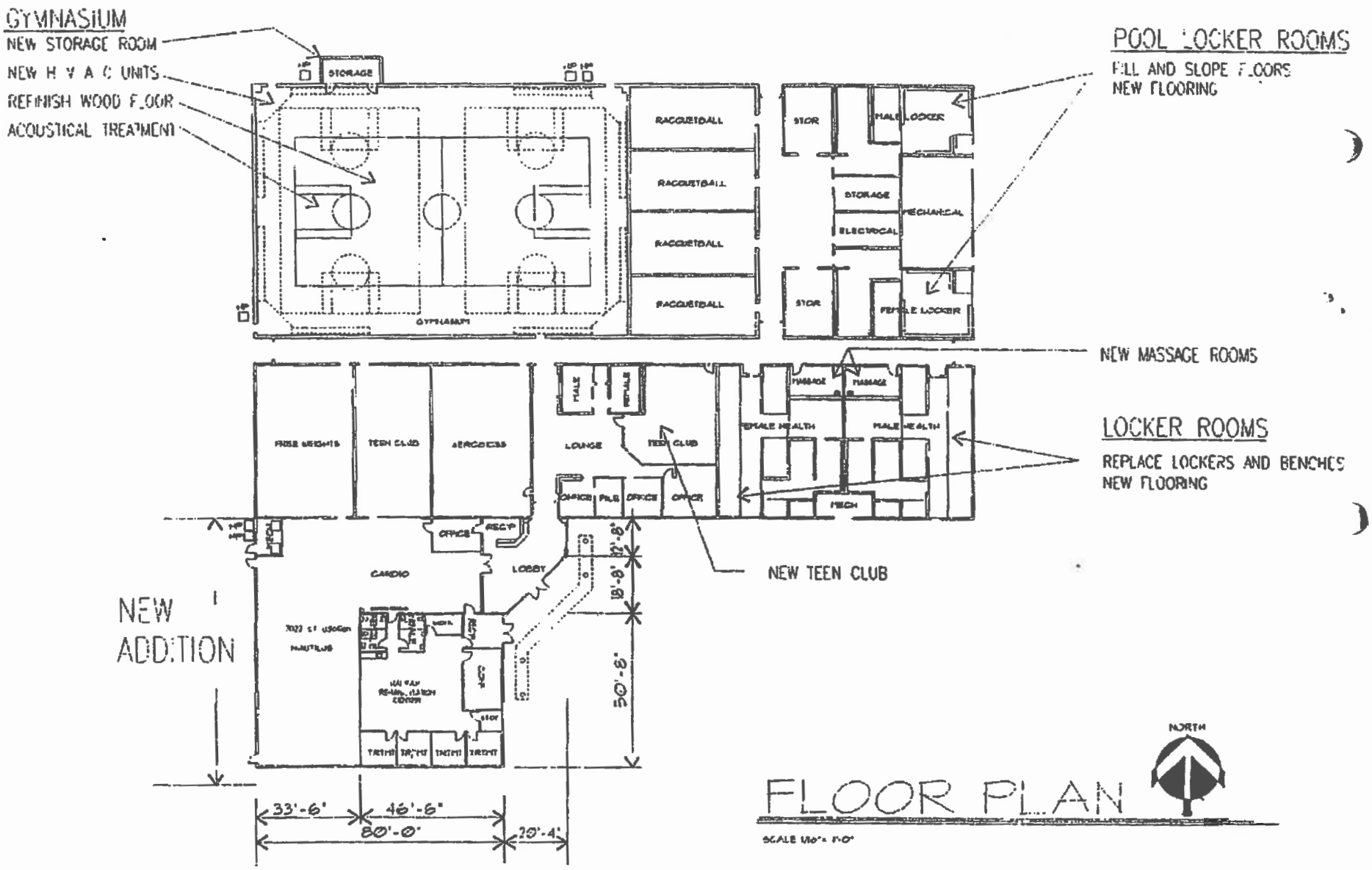

GYMNASIUM
NEW STORAGE ROOM
NEW H V A C UNITS
REFINISH WOOD FLOOR
ACOUSTICAL TREATMENT
STORAGE
GYMNASIUM
RACQUETBALL
RACQUETBALL
RACQUETBALL
RACQUETBALL
STOR
MALE LOCKER
STORAGE
MECHANICAL
ELECTRICAL
STOR
FEMALE LOCKER
POOL LOCKER ROOMS
FILL AND SLOPE FLOORS
NEW FLOORING
NEW MASSAGE ROOMS
MASSAGE
MASSAGE
FREE WEIGHTS
TEEN CLUB
AEROBICS
LOUNGE
TEEN CLUB
FEMALE HEALTH
MALE HEALTH
LOCKER ROOMS
REPLACE LOCKERS AND BENCHES
NEW FLOORING
OFFICE
OFFICE
OFFICE
OFFICE
TECH
OFFICE
RECP
CARDIO
LOBBY
NEW TEEN CLUB
NEW ADDITION
22'-8"
18'-8"
50'-8"
33'-6"
46'-6"
80'-0"
20'-4"
NORTH
FLOOR PLAN

Exhibit "C"

YMCA RENTAL AND R&R PAYMENTS PAYABLE TO THE CITY OF PORT ORANGE MONTHLY PAYMENTS BEGINNING FISCAL YEAR OCTOBER 1, 1998 AND EACH FISCAL YEAR THEREAFTER THROUGH SEPTEMBER 30, 2022

OCTOBER 1,	YMCA TOTAL MONTHLY PAYMENT		DETAIL OF MONTHLY PAYMENT FROM YMCA	
			RENT	R&R
1998	14,900		11,900	3,000
1999	14,900		11,900	3,000
2000	14,900		11,900	3,000
2001	15,400		11,900	3,500
2002	15,400		11,900	3,500
2003	15,400		11,900	3,500
2004	15,400		11,900	3,500
2005	15,400		11,900	3,500
2006	15,400		11,900	3,500
2007	16,900		11,400	5,500
2008	14,000	see note	8,500	5,500
2009	14,000		8,500	5,500
2010	14,000		8,500	5,500
2011	14,000		8,500	5,500
2012	14,000		8,500	5,500
2013	14,000		8,500	5,500
2014	14,000		8,500	5,500
2015	14,000		8,500	5,500
2016	14,000		8,500	5,500
2017	14,000		8,500	5,500
2018	14,000		8,500	5,500
2019	14,000		8,500	5,500
2020	14,000		8,500	5,500
2021	14,000		8,500	5,500
2022	14,000		8,500	5,500

Note: The Hospital portion of this lease extends for the first ten years only. After this initial term and full defeasance of the outstanding building debt, the lease should be renegotiated to include the additional rent for this space. After 2007, the hospital space of 2,100 sq. ft., should be established by market and added to the above rents.

AMENDMENT NO. 3 TO
CITY OF PORT ORANGE - YMCA
LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 3RD day of AUGUST, 1999, by and between CITY OF PORT ORANGE, a Florida municipality ("CITY"), and THE GREATER DAYTONA BEACH AREA YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., a Florida non-profit corporation ("YMCA"), constitutes Amendment No. 3 to the Lease Agreement between City of Port Orange and Daytona Beach Young Mens Christian Association, Inc., dated October 11, 1989.

WHEREAS, CITY and YMCA executed a Lease Agreement dated October 11, 1989; and

WHEREAS, CITY and YMCA executed Amendment No. 1 to the Lease Agreement dated April 21, 1992; and

WHEREAS, CITY and YMCA executed Amendment No. 2 to the Lease Agreement dated November 3, 1998; and

WHEREAS, said Lease Agreement provides for CITY to sublease the Demised Premises to YMCA for the operation and maintenance of a recreational facility; and

WHEREAS, CITY and YMCA desire to amend Exhibit "C" of said Lease Agreement relating to YMCA Rental and R&R Payments.

NOW, THEREFORE, in consideration of the terms, conditions, promises, covenants and payments hereinafter set forth, CITY and YMCA agree as follows:

1. Amendment No. 2 to the Lease Agreement between CITY and YMCA dated November 3, 1998, is hereby amended by the substitution of Exhibit "C", attached hereto, in place of Exhibit "C" attached to said Amendment No. 2.

2. All other terms, conditions and provisions of the Lease Agreement between CITY and YMCA dated October 11, 1989, as amended by Amendment No. 1 dated April 21, 1992, and Amendment No. 2 dated November 3, 1998, shall remain in full force and effect to the extent not otherwise amended or modified herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment, by and through their authorized representatives, on the respective dates under each signature.

WITNESSES:

William A. Warner
Melissa J. Petrosa
William A. Warner
Melissa J. Petrosa

CITY

CITY OF PORT ORANGE, FLORIDA, a Florida municipality

By: Allen Green
Allen Green, Mayor

Attest: Kenneth W. Parker
Kenneth W. Parker, City Manager

Date: AUG. 3, 1999

WITNESSES:

Brian Rewa
Amy Neill
Brian Rewa
Amy Neill

YMCA

THE GREATER DAYTONA BEACH AREA YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., a Florida non-profit corporation

By: Ed Dytto
Ed Dytto, President

Attest: Bob Ludlow
Bob Ludlow, Secretary

Date: 7/30/99

EXHIBIT "C"

YMCA RENTAL AND R&R PAYMENTS PAYABLE TO THE CITY OF PORT ORANGE MONTHLY PAYMENTS BEGINNING FISCAL YEAR OCTOBER 1, 1998 AND EACH FISCAL YEAR THEREAFTER THROUGH SEPTEMBER 30, 2022

OCTOBER 1,	YMCA TOTAL MONTHLY PAYMENT		DETAIL OF MONTHLY PAYMENT FROM YMCA PORTION	
			RENT	R&R
1998	12,000		9,000	3,000
1999	14,900		11,900	3,000
2000	14,900		11,900	3,000
2001	15,400		11,900	3,500
2002	15,400		11,900	3,500
2003	15,400		11,900	3,500
2004	15,400		11,900	3,500
2005	15,400		11,900	3,500
2006	15,400		11,900	3,500
2007	16,400		11,400	5,000
2008	15,500	see note	10,500	5,000
2009	15,500		10,500	5,000
2010	15,500		10,500	5,000
2011	15,500		10,500	5,000
2012	15,500		10,500	5,000
2013	15,500		10,500	5,000
2014	15,500		10,500	5,000
2015	15,500		10,500	5,000
2016	15,500		10,500	5,000
2017	15,500		10,500	5,000
2018	15,500		10,500	5,000
2019	15,500		10,500	5,000
2020	15,500		10,500	5,000
2021	15,500		10,500	5,000
2022	15,500		10,500	5,000

Note: The Hospital portion of this lease extends for the first ten years only. The hospital portion of rentals (@$1400/mo)begins when they occupy their new space. After this initial term and full defeasance of the outstanding building debt the lease should be renegotiated to include the additional rent for this space.

After the 120 month lease term, the hospital space of 2,100 sq. ft. should be established by market and added to the above rents. The additional $1,500 per month rental is for 5,000 sp. ft. of new YMCA space that will be constructed. It is computed at approximately the same current rental rate and will continue through the life of the lease to begin after construction is complete.

AMENDMENT NO. 3 TO
CITY OF PORT ORANGE - YMCA
LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 24 day of July, 2001, by and between CITY OF PORT ORANGE, a Florida municipality ("CITY"), and THE GREATER DAYTONA BEACH AREA YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., a Florida non-profit corporation ("YMCA"), constitutes Amendment No. 3 to the Lease Agreement between City of Port Orange and Daytona Beach Young Mens Christian Association, Inc., dated October 11, 1989.

WHEREAS, CITY and YMCA executed a Lease Agreement dated October 11, 1989; and

WHEREAS, CITY and YMCA executed Amendment No. 1 to the Lease Agreement dated April 21, 1992; and

WHEREAS, CITY and YMCA executed Amendment No. 2 to the Lease Agreement dated November 3, 1998; and

WHEREAS, the legal description for the Demised Premises is set forth in the Lease Agreement dated October 11, 1989, Exhibit "A", and

WHEREAS, the Floor Plan as amended in 1998 is set forth in Amendment No. 2 to the City of Port Orange - YMCA Lease Agreement, Exhibit "B", and

WHEREAS, the schedule of the YMCA Rental and R&R Payments as of October 1, 1998 is set forth in Amendment No. 2 to the City of Port Orange - YMCA Lease Agreement, Exhibit "C", and

WHEREAS, the CITY and YMCA desire to update the floor plan and schedule of payments in accordance with the new expansion as more particularly set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, promises, covenants and payments hereinafter set, CITY and YMCA agree as follows:

1. The foregoing premises are true and correct and incorporated herein by reference.

2. The Lease Agreement between the CITY and YMCA, as amended, is hereby further amended to include Exhibit "B" as attached hereto and in substitution of the Exhibit "B" attached in 1998.

3. The Lease Agreement between the CITY and YMCA, as amended, is hereby further amended to include Exhibit "C" as attached hereto and in substitution of the Exhibit "C" attached in 1998.

4. All of the terms and conditions set forth in the Lease Agreement, as amended, shall remain in full force and effect, except as modified herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment, by and through their authorized representatives, on the respective dates under each signature.

CITY

WITNESSES:

Shirley M. Kelly

Melissa J. Pittman

CITY OF PORT ORANGE, FLORIDA,
a Florida municipality

By: Dorothy L. Hukill
Dorothy L. Hukill, Mayor

Attest: Kenneth W. Parker
Kenneth W. Parker, City Manager

Date: 8/2/01

YMCA

WITNESSES:

HAROLD T. HICKEY

Shirley M. Kelly

Shirley M. Kelly

THE GREATER DAYTONA BEACH AREA
YOUNG MEN'S CHRISTIAN
ASSOCIATION, INC., a Florida
non-profit corporation

By: Randy Brown
Randy Brown, President

Attest:

Title:

Date: 7-30-01

A:\ymca amend 3 to leaseRevsd.wpd

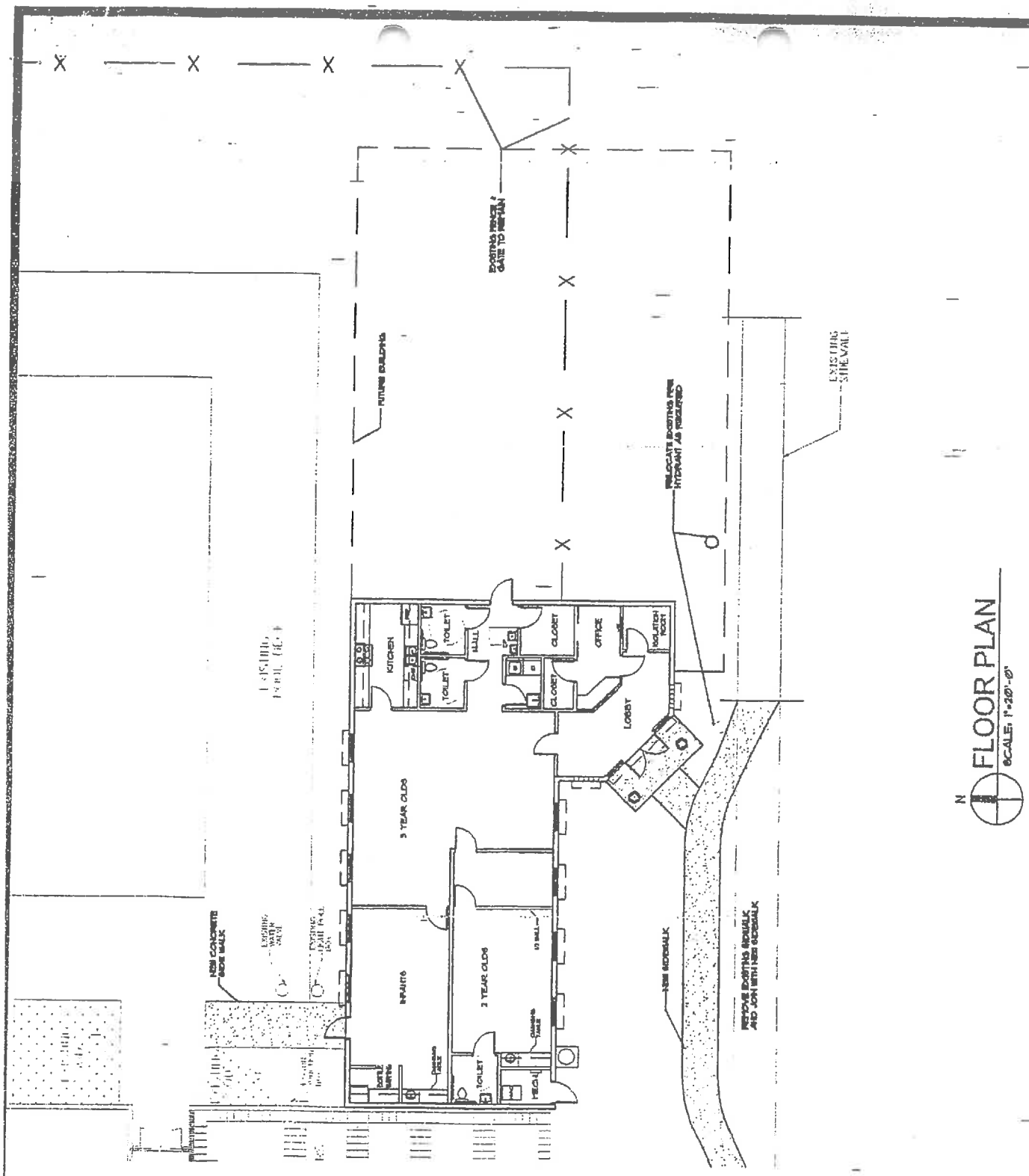


Exhibit **B**

DICKENS & ASSOCIATES, INC.
Engineers • Architects • Planners
Interior Designers • Technologists
233 Oakridge St.
Daytona Beach, Fl 32117
Phone: (386) 253-1811 Fax: (386) 252-0673

PROJECT: ADDITION TO PORT ORANGE YMCA
DRAWING TITLE: NEW FLOORPLAN ADDITION
DRAWING APPLIES TO CONTRACT DOCUMENTS, SHEET(S):

DATE: JUNE 15, 2001
DRAWN BY: VTP

SUPPLEMENTAL DRAWING NUMBER
CDR
SHEET
1 OF 1

EXHIBIT "C"

June 14, 2001

YMCA RENTAL AND R&R PAYMENTS
PAYABLE TO THE CITY OF PORT ORANGE
MONTHLY PAYMENTS BEGINNING FISCAL YEAR
OCTOBER 1, 1998 AND EACH FISCAL YEAR THEREAFTER
THROUGH SEPTEMBER 30, 2022

OCTOBER 1,	YMCA TOTAL REVISED MONTHLY PAYMENT	DETAIL OF EXISTING MONTHLY PAYMENT FROM YMCA		DETAIL OF ADDITIONAL MONTHLY PAYMENT FROM YMCA		
		RENT	R&R	RENT	R&R	
1998	12,000	9,000	3,000	N/A	N/A	
1999	14,900	11,900	3,000	N/A	N/A	
2000	14,900	11,900	3,000	N/A	N/A	
2001	16,370	11,900	3,500	750	220	SEE NOTE
2002	16,370	11,900	3,500	750	220	
2003	16,370	11,900	3,500	750	220	
2004	16,370	11,900	3,500	750	220	
2005	16,370	11,900	3,500	750	220	
2006	16,370	11,900	3,500	750	220	
2007	17,510	11,400	5,000	750	360	
2008	17,145	10,500	5,500	750	395	SEE NOTE
2009	17,145	10,500	5,500	750	395	
2010	17,145	10,500	5,500	750	395	
2011	17,145	10,500	5,500	750	395	
2012	17,145	10,500	5,500	750	395	
2013	17,145	10,500	5,500	750	395	
2014	17,145	10,500	5,500	750	395	
2015	17,145	10,500	5,500	750	395	
2016	17,145	10,500	5,500	750	395	
2017	17,145	10,500	5,500	750	395	
2018	17,145	10,500	5,500	750	395	
2019	17,145	10,500	5,500	750	395	
2020	17,145	10,500	5,500	750	395	
2021	17,145	10,500	5,500	750	395	
2022	17,145	10,500	5,500	750	395	

Note: The Hospital portion of this lease extends for the first ten years only. The hospital portion of rentals (@$1400/mo)begins when they occupy their new space. After this initial term and full defeasance of the outstanding building debt the lease should be renegotiated to include the additional rent for this space.

After the 120 month lease term, the hospital space of 2,100 sq. ft. should be established by market and added to the above rents. The $1,500 per month rental for 5,000 sp. ft. of YMCA space that was constructed in 1999. It is computed at approximately the same current rental rate and will continue through the life of the lease to begin after construction is complete.

After occupancy of the 2500 sq. ft. child care space in the summer of 2001, monthly rental rates are to be adjusted accordingly to the new proposed rate.

NEW PROPOSED RATES(SAME AS OLD RATE):

2500 SQUARE FEET @ $3.59 PER SQ. FOOT	**8,975.00**
	- 12
ADDITIONAL RENTAL RATE PER MONTH	**750.00**

R & R PAYMENTS HAVE BEEN MODIFIED AND INCLUDED TO FUND EXPECTED BUILDING IMPROVEMENTS AND REPAIRS. THESE REPAIRS INCLUDE EXTERIOR PAINTING , ROOF ELECTRICAL , A/C AND FLOORING REPAIR AND REPLACEMENT.

Exhibit C

AMENDMENT NO. 4 TO
CITY OF PORT ORANGE-YMCA
LEASE AGREEMENT

THIS AMENDMENT NO. 4 to City of Port Orange-YMCA Lease Agreement is made and entered into this 1st day of April, 2014, by and between the **CITY OF PORT ORANGE**, a Florida municipality ("City") and **VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.** formerly known as The Greater Daytona Beach Area Young Men's Christian Association, Inc. ("YMCA" or "Lessee"). (City and YMCA shall be collectively referred to herein as the "Parties.")

WHEREAS, on October 11, 1989, City and YMCA executed City of Port Orange-YMCA Lease Agreement (the "Lease Agreement"); and

WHEREAS, the Lease Agreement provides for City to sublease the Demised Premises to YMCA for the operation and maintenance of a recreational facility; and

WHEREAS, at the time the Lease Agreement was entered into, the correct name for YMCA was "The Greater Daytona Beach Area Young Men's Christian Association, Inc."; and

WHEREAS, on April 21, 1992, City and YMCA executed Amendment No. 1 to the Lease Agreement; and

WHEREAS, on November 3, 1998, City and YMCA executed Amendment No. 2 to the Lease Agreement; and

WHEREAS, on August 3, 1999, City and YMCA executed Amendment No. 3 to the Lease Agreement; and

WHEREAS, on July 24, 2001, City and YMCA executed a second Amendment No. 3 to the Lease Agreement; and

WHEREAS, on June 20, 2008, The Greater Daytona Beach Area Young Men's Christian Association, Inc. and West Volusia Family Young Men's Christian Association, a Florida not-for-profit corporation filed Articles of Merger with the Florida Department of State, Division of Corporations, wherein the surviving entity was West Volusia Family Young Men's Christian Association, a Florida not-for-profit corporation; and

WHEREAS, on June 26, 2008, West Volusia Family Young Men's Christian Association, Inc. filed Articles of Amendment to Articles of Incorporation with the Florida Department of State, Division of Corporations, wherein the name of the corporation was changed to Volusia/Flagler Family Young Men's Christian Association, Inc., a Florida not-for-profit corporation; and

WHEREAS, City and YMCA desire to amend various provisions of the Lease Agreement and provide for the utilization of accumulated renewal and replacement revenues.

NOW, THEREFORE, in consideration of the terms conditions, promises, covenants and payments hereinafter set forth, City and YMCA agree as follows:

1. The foregoing premises are true and correct and incorporated herein by reference.

2. The Parties hereby acknowledge that the Volusia/Flagler Family Young Men's Christian Association, Inc. shall be the Lessee under the Lease Agreement.

3. Section 1.1 of the Lease Agreement between City and YMCA, as amended, is hereby further amended to include the current YMCA facilities, including the pool, pool deck, storm water areas, and parking areas in the Demised Premises, as set forth in the revised and substituted Exhibit "A" attached hereto.

4. A new Section 3.3 shall be added to the Lease Agreement as follows:

   Section 3.3 Exercise Equipment. Notwithstanding, any other provision of the Lease Agreement and all amendments thereto, City shall reimburse YMCA for the purchase and use of exercise equipment to be located at the Demised Premises. YMCA's purchase of the equipment shall be governed by a selection procedure substantially the same as set forth in Paragraph 11, Section 10.2 of this Lease Amendment No. 4. YMCA shall maintain City's equipment at the expense of the YMCA. YMCA shall identify and mark each piece of equipment in a manner approved by the City's finance director. YMCA shall permit City to inspect the equipment each year upon reasonable notice. YMCA shall not remove the equipment from the Demised Premises unless authorized in writing by the City Manager.

5. Section 4.1 of the Lease Agreement between City and YMCA, as amended, is hereby further amended to provide for Workers' Compensation insurance coverage as required by statute. Section 4.1 of the Lease Agreement shall be revised to read as follows:

   Section 4.1 Workers' Compensation. Workers' Compensation Insurance to apply to all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(s) must include:

   A. Employers' Liability with a limit of Five Hundred Thousand Dollars ($500,000.00) each accident.

B. Notice of Cancellation and/or Restriction – The City the City of Port Orange shall be listed as additional insured on the insurance document. YMCA shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

6. Section 9.10 of the Lease Agreement shall be revised to read as follows:

Section 9.10 Governing Law. This Agreement contains important matters affecting legal rights and is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. Any legal proceeding arising from or in any way regarding the agreement shall have its venue located exclusively in the circuit court of Volusia County, Florida.

7. Section 9.11 of the Lease Agreement shall be revised to read as follows:

Section 9.11 Notice. Any notice or other communication given hereunder shall be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided below. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

TO CITY:

City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501 – telephone
(386) 756-5208 - facsimile
gkisela@port-orange.org – e-mail

TO YMCA:

Volusia/Flagler Family Young Men's Christian Association, Inc.
Attention: President/CEO
761 E. International Speedway Blvd.
DeLand, Florida 32724
(386) 738-9622 - telephone
(386) 822-9622 - facsimile
trogers@vfymca.org - e-mail

8. A new Section 9.12 shall be added to the Lease Agreement as follows:

Section 9.12 Financial Information. YMCA agrees that it shall provide monthly financial statements and annual audits to the City immediately upon acceptance and approval by the YMCA Corporate Board.

9. A new Section 9.13 shall be added to the Lease Agreement as follows:

Section 9.13 Public Records Compliance. YMCA, when acting on behalf of the City for rehabilitation and completion of the improvements provided for herein, shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

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

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

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

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

10. A new section 9.14 shall be added to the Lease Agreement as follows:

Section 9.14 Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

11. A new section 9.15 shall be added to the Lease Agreement as follows:

Section 9.15 Contract Construction. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

12. A new Article X shall be added to the Lease Agreement as follows:

ARTICLE X

PORT ORANGE YMCA RENOVATION PROJECT 2014

Section 10.1 Phases I and III. City shall be responsible for implementation of the improvements to the Demised Premises described as Phase I and Phase III of the Port Orange YMCA Renovation Project 2014, as set forth on Exhibit "D" hereto.

Section 10.2 Phase II. YMCA shall be responsible for the design and implementation of the Phase II improvements to be located on the Demised Premises described on Exhibit "D" hereto. YMCA shall select licensed and insured contractors for the completion of the work. YMCA shall utilize a competitive, fair and impartial selection procedure as set forth herein and including the following:

A. Established written specifications for the scope of work

B. Solicitation of three written bids for the scope of work;

C. The City Manager's written waiver for payment and performance bonding; and

D. Furnish City a copy of the bids, contract and the contractor's certificate of insurance naming the City of Port Orange as an additional insured pursuant to the terms of the Lease Agreement and all amendments thereto with the coverage limits as set forth in Exhibit "E," attached hereto.

E. Designation of Project Manager responsible for oversight of the project.

F. Obtain contractor's release and waiver of liens prior to final payment.

YMCA shall within five (5) days after receipt from the contractor, hand deliver the original and e-mail the contractor's request for payment to Wayne Saunders, City of Port Orange, Finance Director. YMCA shall include with each request for payment YMCA's approval of the pay request and the project manager's certification that work has been completed. City shall not be responsible for contractor's late charges for untimely delivery to City's finance director. City shall issue a check to the contractor for each properly submitted pay request. If a pay request is not properly submitted, City shall promptly notify YMCA and the contractor simultaneously and request specific corrective action. City's total payment for the renovation services shall not exceed the amount of Forty-Eight Thousand and No/100 Dollars

($48,000.00) unless approved by vote of City Council and upon receipt of a written change order executed by City and Contractor.

13. All other terms and conditions of the Lease Agreement, as amended, shall remain in full force and effect, except as modified herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment, by and through their authorized representatives, on the respective dates under each signature.

YMCA

WITNESSES:

VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.

Elizabeth J Kaumm

By: [signature]
Printed Name: Teresa Rodgers
Title: President/CEO

Attest:
Printed Name:
Title:

Date: 11/12/14

CITY

WITNESSES:

Therese Gutierrez

Barbara J. Abbate

CITY OF PORT ORANGE, FLORIDA
a Florida municipality

By _____
Allen Green, Mayor

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

Date: 11/14/14

[CA #003302 – v5]

EXHIBIT"A"

DESCRIPTION

A PORTION OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PORT ORANGE CORPORATE PARK, AS RECORDED IN MAP BOOK 47, PAGES 99 AND 100, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S88°02'49"W ALONG THE NORTH LINE OF SAID PORT ORANGE CORPORATE PARK, 266.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE S88°02'49"W, 256.09 FEET; THENCE ALONG SAID NORTH LINE S69°52'58"W, 38.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 76°26'21"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 33.35 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 260.00 FEET AND A CENTRAL ANGLE OF 10°48'44"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 49.06 FEET; THENCE N44°29'25"W, 407.67 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 62.00 FEET AND A CENTRAL ANGLE OF 74°01'04"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 80.09 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 28°38'51"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 175.00 FEET; THENCE N88°52'11"E, 532.85 FEET; THENCE S00°45'00"E, 226.68 FEET; THENCE S45°17'43"E, 87.10 FEET; THENCE S00°49'24"E, 315.83 FEET TO THE POINT OF BEGINNING.
CONTAINING 7.20 ACRES, MORE OR LESS.

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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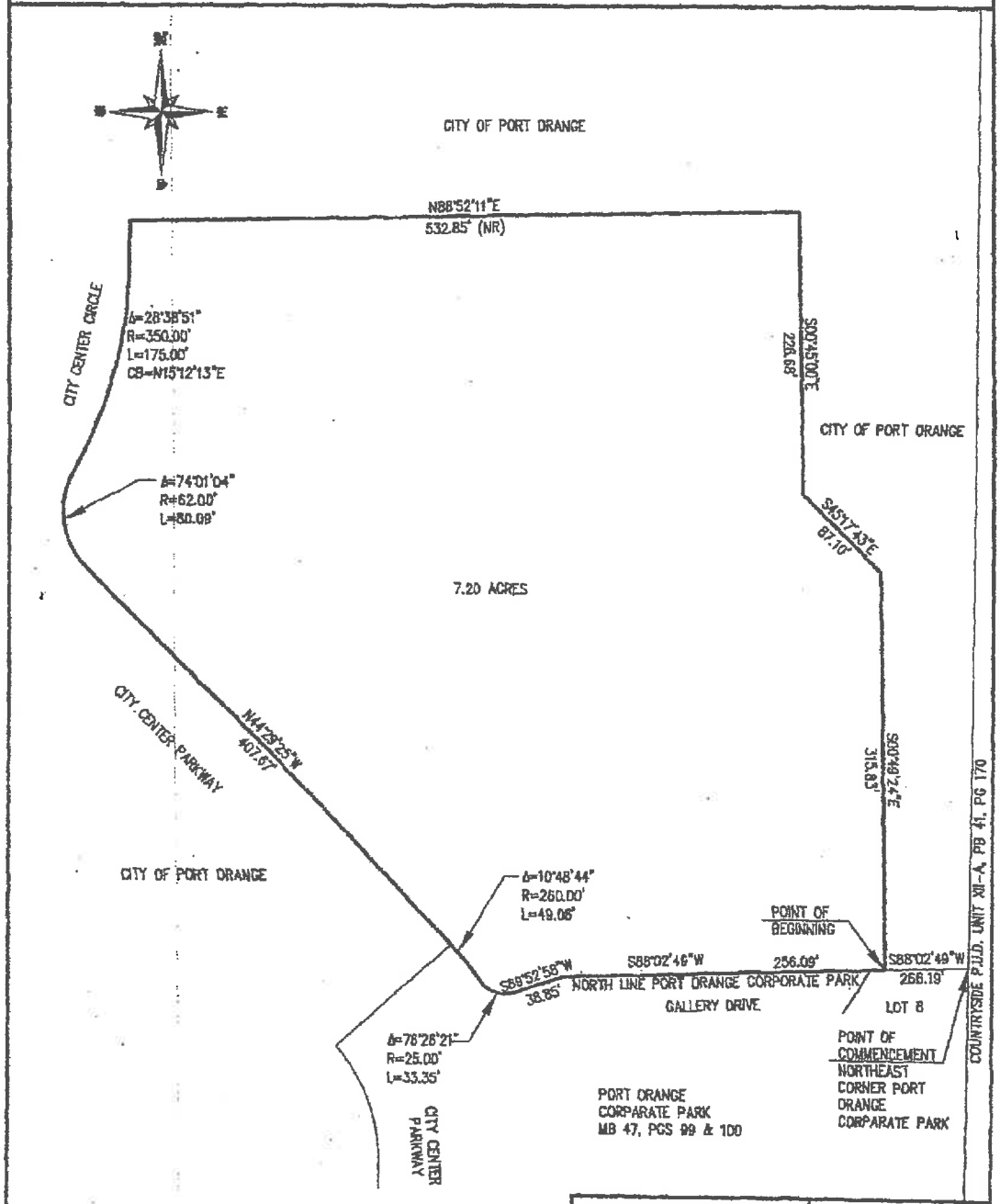
www.sligerassociates.com



SKETCH OF DESCRIPTION
NOT A BOUNDARY SURVEY

FOR: THE CITY OF PORT ORANGE, FLORIDA

DESCRIPTION: PORT ORANGE YMCA. SEE SHEET 2 FOR LEGAL DESCRIPTION

JOB. #14-030D

SCALE: 1"=100' | FIELD BOOK: | PAGE:

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
℄	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
⬭	EXISTING ELEVATION
▭	PROPOSED ELEVATION

SHEET 2 OF 2 INTERNATIONALLY OMITTED

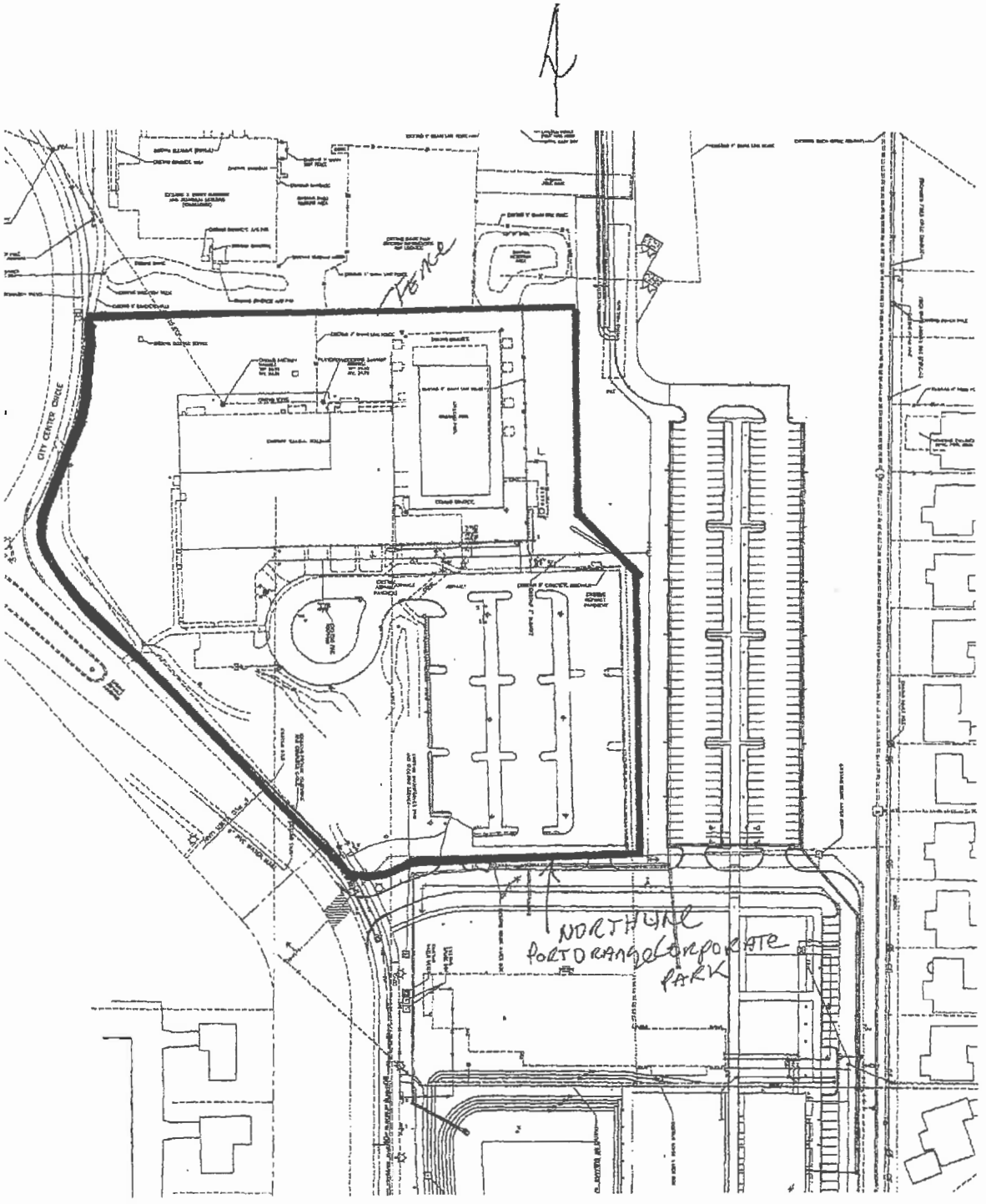

CITY CENTER CIRCLE
NORTHLINE
PORTORANGE CORPORATE
PARK

Exhibit "B" Remains Unchanged

Exhibit "C" Remains Unchanged

Port Orange YMCA Renovation Project 2014

Phase I

February 17 – April 15

Pool Deck	$213,000
Pool Heater	48,000
Pool Lights	2,500
Pool Vacuum	8,000
Pool Blanket	3,000
Lap Lanes	16,000
Pool Furniture	7,000
Subtotal	**$297,500**

Phase II

March 1 – May 15

Replace Exercise Equipment	$200,000
Carpet Tile in Lobby/Wellness Areas	16,000
Rubber Tile in Free Weight Area	7,000
Paint	25,000
Subtotal	**$248,000**

Phase III

July 1 – September 1

Remodel Men's Locker Room	$135,000
Architect Fees	13,500
Remodel Ladies' Lobby Restroom	10,000
Subtotal	**$158,500**

Renovation Project Total

Grand Total	**$704,000**

EXHIBIT "D"

Insurance:

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

Insurance	Standards	Comments
Workers' Compensation Limits: Additional Coverage:	Coverage A - Statutory Coverage B - $100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of $500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability Limits:	Combined Single Limit Bodily Injury and Property damage $500,000 occurrence $1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. Limits: Additional Coverage:	Auto Liability Body Injury: $100,000 each person $300,000 each occurrence. Property Damage Liability $100,000 each occurrence. Non-Owned, Hired Car	Or $500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. Limits: Additional Coverage:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) Limits:	Coverage- $1,000,000 minimum	

Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better according to the A.M.

EXHIBIT "E"

Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

EXHIBIT "B"

This instrument prepared by:
Gregory D. Snell, Esquire
Snell Legal
160 East Granada Boulevard
Ormond Beach, FL 32176
(386) 677-3232

SUBLEASE AGREEMENT

This SUBLEASE is made and executed by and between Volusia/Flagler Family Young Men's Christian Association, Inc., a Florida non-profit corporation, (hereinafter called "SUBLESSOR,") and Halifax Hospital Medical Center, a special taxing district formed under the laws of the State of Florida, (hereinafter called "SUBLESSEE"). This SUBLEASE shall be subject to all terms, conditions and covenants of the CITY of PORT ORANGE — YMCA LEASE AGREEMENT dated October 11, 1989, as may be amended from time to time (hereinafter called the ("Lease Agreement").

1. DESCRIPTION OF PREMISES

SUBLESSOR subleases to SUBLESSEE a portion of the premises located at 4701 City Center Parkway, Port Orange, Volusia County, Florida, consisting of approximately two thousand two hundred and seventy (2,270) square feet "subleased premises"). This space constitutes a portion of the premises leased to SUBLESSOR by the CITY of Port Orange, a Florida municipality (hereafter called "CITY"), under the Lease Agreement.

2. TERM

The term of this SUBLEASE is two (2) years, beginning on the 12th of October 2013 and terminating on the 11th of October 2015.

3. SUBLESSEE'S TERMINATION OF SUBLEASE

SUBLESSEE may terminate this SUBLEASE upon one (1) year written notification to SUBLESSOR upon showing of good cause. Good cause shall include, but not be limited to, regulatory or reimbursement charges which cause continuation of this SUBLEASE to no longer be financially feasible for SUBLESSEE. In the event of such termination, SUBLESSEE will make its best good faith efforts to locate another SUBLESSEE or assignee for the subleased premises, including an affiliate of Halifax Community Health System provided, however, that any proposed sublease or assignment shall require CITY'S written consent pursuant to the Lease Agreement. Any proposed sublease or assignment, including any operating or management agreement, shall be reviewed by CITY'S bond counsel for compliance with the Internal Revenue Code provisions relating to tax-exempt bonds used to finance the YMCA premises. No substitute tenant may compete with any of SUBLESSOR's programs.

4. RENT

The rent under this SUBLEASE is Fourteen and 48/100 Dollars ($14.48) per square foot per year, totaling Thirty Two Thousand Eight Hundred and Sixty Nine and 60/100 Dollars ($32,869.60) per year, to be paid in equal monthly payments of Two Thousand Seven Hundred Thirty Nine and 13/100 Dollars ($2,739.13).

5. USE OF PREMISES, GENERALLY

The subleased premises shall be used for physical, occupational and speech therapy. SUBLESSEE agrees to restrict use of the subleased premises to such purposes, and not to use or permit the use of the subleased premises for any other purposes without first obtaining the consent in writing of CITY and SUBLESSOR.

The subleased premises shall be used by SUBLESSEE only by the SUBLESSEE and its employees for its tax-exempt purposes. No portion of the subleased premises shall be further subleased, occupied, managed or otherwise used by non-governmental persons (including medical personnel who are not employees of the SUBLESSEE (or its 501(c)(3) affiliates) in the trade or business of such non-governmental persons.

6. NO WASTE, NUISANCE, OR UNLAWFUL USE

SUBLESSEE shall not commit, or allow to be committed, any waste on the subleased premises, create or allow any nuisance to exist on the subleased premises, or use, or allow the subleased premises to be used, for any unlawful purpose.

7. PAYMENT OF UTILITIES

SUBLESSEE shall pay six percent (6%) of SUBLESSOR'S total monthly electric and water/sewage charges each month, along with the rent set forth at paragraph 4 above, as its fair share of utility charges. The payment shall be made in the estimated amount of Five Hundred and Four and 00/100 Dollars ($504.00) per month, subject to reconciliation with actual charges on no less than an annual basis. Accordingly, the total monthly payment to be made by SUBLESSOR each month, subject to reconciliation as set forth herein, will be Three Thousand Two Hundred and Forty Three and 00/100 Dollars ($3,243.13).

8. REPAIRS AND MAINTENANCE

SUBLESSEE, at its expense, shall maintain and keep the subleased premises, including, without limitation, windows, ceilings, doors, interior walls, painting of

the interior, carpeting, and any specially constructed modifications or features added or installed by SUBLESSEE in good repair.

9. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

SUBLESSEE agrees that on possession the subleased premises were in a good state of repair and in a sanitary condition. SUBLESSEE shall surrender the subleased premises to CITY or SUBLESSOR at the end of the sublease term, if this SUBLEASE is not renewed, in the same condition as when it took possession, allowing for reasonable use and wear, and damage by acts of God, including fire and storms, provided that any damage covered by property insurance shall be repaired. SUBLESSEE shall remove all business signs or symbols placed on the premises by it before re-delivery of the premises to CITY or SUBLESSOR, and shall restore the portion of the subleased premises on which they were placed in the same condition as before their placement.

10. PARTIAL DESTRUCTION OF PREMISES

Partial destruction of the subleased premises shall not render this SUBLEASE void or voidable, or terminate it except as herein provided. If the subleased premises are partially destroyed during the term of this SUBLEASE, they may be repaired at SUBLESSOR'S option when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety (90) days of the partial destruction. Rent for the subleased premises will be reduced proportionally to the extent to which the repair operations interfere with the normal conduct of SUBLESSEE'S business on the subleased premises. If the repairs cannot be made within ninety (90) days, SUBLESSOR has the option to have them repaired within a reasonable time and continue this SUBLEASE in effect with proportional rent rebate to SUBLESSEE as provided for herein. If the repairs are not made in ninety (90) days, and if SUBLESSOR does not elect to have them done within a reasonable time, either party hereto has the option to terminate this SUBLEASE.

11. SUBLESSOR'S ENTRY FOR INSPECTION AND MAINTENANCE

SUBLESSOR reserves the right for itself and for CITY to enter on the subleased premises at reasonable times to inspect them, and SUBLESSEE agrees to permit CITY and SUBLESSOR to do so.

12. SUBLESSEE TO CARRY LIABILITY AND PROPERTY INSURANCE

SUBLESSOR and SUBLESSEE shall procure and maintain in force during the term of this SUBLEASE, and any extension thereof, at their expense, public liability and property insurance adequate to protect against liability for damage claims through public use of, or arising out of, accidents occurring in or around the subleased premises and any and all property damage. As a state agency,

SUBLESSEE maintains general liability coverage through a program of self-insurance in the maximum amount for which it is liable to pay a claim or judgment as set forth in Fla. Stat. §768.28. A certificate of such insurance coverage or other proof of same shall be furnished upon request.

13. SUBLESSEE'S ASSIGNMENT, SUBLEASE, OR LICENSE FOR OCCUPATION BY OTHER PERSONS

SUBLESSEE agrees not to assign or sublease the subleased premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, including SUBLESSEE'S agents and employees, to occupy the subleased premises or any part thereof, without first obtaining CITY'S and SUBLESSOR'S written consent. In addition, such written consent will be necessary in the event the assignee, or sublessee, is an affiliate of the Halifax Community Health System. Any proposed assignment or sublease, including any operating or management agreement, shall be reviewed by CITY'S bond counsel for compliance with the Internal Revenue Code provisions relating to tax-exempt bonds used to finance the YMCA premises.

SUBLESSOR expressly covenants that such consent shall not be unreasonably or arbitrarily refused, provided, however, that consent may be refused in the event that any proposed assignment or sublease would result in the bonds losing their tax-exempt status. Consent by SUBLESSOR in one instance shall not be consent to a subsequent assignment, sublease, or occupation by other persons. SUBLESSEE'S unauthorized assignment, sublease, or license to occupy shall be void, and shall terminate this SUBLEASE at CITY'S or SUBLESSOR'S option. SUBLESSEE'S interest in this SUBLEASE is not assignable by operation of law, nor is any assignment of its interest herein, without CITY'S and SUBLESSOR'S written consent.

14. SUBLEASE BREACHED BY SUBLESSEE'S RECEIVERSHIP, ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR BANKRUPTCY

Appointment of a receiver to take possession of SUBLESSEE'S assets (except a receiver appointed at CITY'S or SUBLESSOR'S request as herein provided), SUBLESSEE'S general assignment for the benefit of creditors, or SUBLESSEE'S insolvency or taking or suffering action under the Bankruptcy Act, is a breach of this SUBLEASE.

15. SUBLESSOR'S REMEDIES ON SUBLESSEE'S BREACH.

If SUBLESSEE breaches this SUBLEASE, CITY and SUBLESSOR shall have the following remedies, in addition to any other rights and remedies they may have in such event:

a. Reentry: CITY or SUBLESSOR may reenter the premises immediately,

and remove all of SUBLESSEE'S personnel and property therefrom. CITY or SUBLESSOR may store the property in a public warehouse or at another place of its choosing at SUBLESSEE'S expense, or to SUBLESSEE'S account.

b. Termination: After reentry, SUBLESSOR may terminate this SUBLEASE by giving thirty (30) days' written notice of such termination to SUBLESSEE. Reentry only, without notice of termination, will not terminate this SUBLEASE.

c. Reletting Premises: After reentering, SUBLESSOR may relet the premises or any part thereof, for any term, without terminating this SUBLEASE at such rent and on such terms as it may choose, provided, however, that any proposed reletting shall require CITY'S written consent pursuant to the Lease Agreement. SUBLESSOR may make alterations and repairs to the premises.

(1) Liability of SUBLESSEE on Reletting: SUBLESSEE shall be liable to SUBLESSOR, in addition to its other liability, for breach of this SUBLEASE for all expenses of the reletting, subject to written consent of any reletting by CITY pursuant to the Lease Agreement, and of the alteration and repairs made, which SUBLESSOR may incur. In addition, SUBLESSEE shall be liable to SUBLESSOR for the difference between the rent received by SUBLESSOR under the reletting, subject to written consent of any reletting by CITY pursuant to the Lease Agreement, and the rent installments that are due for the same period under this SUBLEASE.

(2) Application of Rent on Reletting: SUBLESSOR at its option may apply the rent received from reletting the subleased premises, subject to written consent of any reletting by CITY pursuant to the Lease Agreement, as follows:

i) To reduce SUBLESSEE'S indebtedness to SUBLESSOR under this SUBLEASE, not including indebtedness for rent;
ii) To expenses of the reletting and alterations and repairs made;
iii) To rent due under this SUBLEASE; and
iv) To payment of future rent under this SUBLEASE as it becomes due.

If the new SUBLESSEE does not pay a rent installment promptly to SUBLESSOR, and the rent installment has been credited in advance of payment to SUBLESSEE'S indebtedness other than rent, or if rentals from the new SUBLESSEE have been otherwise applied by SUBLESSOR as provided for herein, and during any rent installment period are less than the rent payable for the corresponding installment

period under this SUBLEASE, SUBLESSEE agrees to pay SUBLESSOR the deficiency separately for each rent installment deficiency period, and before the end of that period.

SUBLESSOR may at any time after such reletting, subject to written consent of any reletting by CITY pursuant to the Lease Agreement, terminate this SUBLEASE for SUBLESSEE'S breach, and SUBLESSEE shall pay all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this SUBLEASE over the reasonable rental value of the premises for the remainder of the sublease term, which sum shall be immediately due SUBLESSOR from SUBLESSEE.

d. Appointment of Receiver: After reentry, CITY or SUBLESSOR may procure the appointment of a receiver to take possession of and collect rents and profits from SUBLESSEE'S personal property used in the business, including inventory, trade fixtures, and furnishings, and use them in the business without compensating SUBLESSEE therefore. Proceedings for appointment of a receiver by CITY or SUBLESSOR, or the appointment of a receiver and the conducting by him of SUBLESSEE'S business, shall not terminate this SUBLEASE unless SUBLESSOR has given SUBLESSEE written notice of such termination as provided therein.

16. ATTORNEY'S FEES

In the event that any litigation arises as a result of this SUBLEASE, the prevailing party shall be entitled to recover its attorney's fees.

17. MANNER OF GIVING NOTICE

Notices given pursuant to the provisions of this SUBLEASE, or necessary to carry out its provisions, shall be in writing and delivered personally to the person to whom the notice is to be given or mailed postage prepaid, addressed to such person. SUBLESSOR'S address for this purpose shall be 761 East International Speedway Boulevard, Deland, Florida 32724, or such other address as it may designate to SUBLESSEE in writing. Notices to SUBLESSEE may be addressed to SUBLESSEE at 303 North Clyde Morris Boulevard, Daytona Beach, Florida 32114.

18. EFFECT OF SUBLESSOR'S WAIVER

CITY'S or SUBLESSOR'S waiver of breach of one covenant or condition of this SUBLEASE is not a waiver of breach of others, or waiver of future breach of the covenant or condition waived.

19. SUBLEASE APPLICABLE TO SUCCESSORS

This SUBLEASE and the covenants and conditions hereof apply to and are binding on the successors of the parties.

20. TIME OF ESSENCE

Time is of the essence of this SUBLEASE.

21. ENTIRE AGREEMENT BETWEEN THE PARTIES

This SUBLEASE is the entire agreement between the parties and cannot be modified except in writing agreed to by the parties and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this agreement.

22. SEVERABILITY OF PROVISIONS

If any provision of this SUBLEASE or any part of any provision of this SUBLEASE is found to be invalid by a court of competent jurisdiction, such shall not affect the validity of any other provision, or part thereof, of this SUBLEASE.

23. WRITTEN CONSENT OF CITY

This SUBLEASE shall require CITY'S written consent pursuant to the Lease Agreement. This SUBLEASE shall be subject to any terms and conditions approved by CITY in consideration for such written consent.

[SIGNATURES ON THE FOLLOWING PAGE]

Executed on the 7th day of October, 2013.

SUBLESSOR:

Volusia/Flagler Family Young Men's Christian Association, Inc.,
a Florida non-profit corporation

By: _____
Teresa Rogers
President
Chief Executive Officer

Attest: _____

Title: _____

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7th day of October, 2013, by Teresa Rogers as President and Chief Executive Officer of The Volusia/Flagler Young Men's Christian Association, Inc., a Florida non-profit corporation. He is personally known to me or has produced drivers license as identification.

VALERIE CAPITO-MUNDY
MY COMMISSION EXPIRES
April 20, 2016
#EE 189141
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public, State of Florida at Large

My Commission Expires: 04/20/2016

SUBLESSEE:

Halifax Hospital Medical Center, a special taxing district formed under the laws of the State of Florida

By: _____
Eric Peburn
Chief Financial Officer

Attest: Debbie Zbotka

Title: Executive Assistant

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25 day of September, 2013, by Eric Peburn as Chief Financial Officer of Halifax Hospital Medical Center, a special taxing district formed under the laws of the State of Florida. He is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida at Large

JANE D. MORGAN
Notary Public - State of Florida
My Comm. Expires Sep 26, 2016
Commission # EE 205066
Bonded Through National Notary Assn.

My Commission Expires: 9/26/2016

EXHIBIT "C"

AMENDMENT TO SUBLEASE AGREEMENT

BETWEEN VOLUSIA-FLAGLER FAMILY YOUNG CHRISTIAN MEN'S ASSOCIATION, INC. AND HALIFAX HOSPITAL MEDICAL CENTER

Dated October 11, 1989

The SUBLEASE made and executed by and between Volusia/Flagler Family Young Men's Christian Association, Inc., a Florida non-profit corporation, (hereinafter called "SUBLESSOR,") and Halifax Hospital Medical Center, a special taxing district formed under the laws of the State of Florida, (hereinafter called "SUBLESSEE") is amended, as follows:

1) Paragraph 2 (Term) is replaced in its entirety by:

   The term of this SUBLEASE is two (2) years, beginning on the 12th of October 2015 and terminating on the 11th of October 2017. This SUBLEASE will automatically renew for three successive one (1) year terms, unless either party provides written notice of non-renewal at least 180 days prior to the expiration of the current or renewal terms.

2) Paragraph 4 (Rent) is replaced in its entirety by:

   The rent under this SUBLEASE is Fifteen and 06/100 Dollars ($15.06) per square foot per year, totaling Thirty Four Thousand One Hundred and Eighty Four and 38/100 Dollars ($34,184.38) per year, to be paid in equal monthly payments of Two Thousand Eight Hundred Forty Eight and 70/100 Dollars ($2,848.70).

   The rent under this SUBLEASE will increase 2% effective October 11, 2016 and by 2% for each successive twelve (12) month period.

3) Paragraph 7 (Payment of Utilities), shall be replaced in its entirety by:

   "SUBLESSEE shall pay six percent (6%) of the total monthly electric and water/sewage expenses incurred by SUBLESSOR for its Port Orange YMCA facility ("Utility Payment"), in addition to the rent set forth in paragraph 4 above, as SUBLESSEE's fair share of utility expenses.

   Thirty (30) days prior to the start of each twelve month lease period, the SUBLESSOR shall provide SUBLESSEE with an estimate of total electric and water/sewage expenses and the monthly Utility Payment to be paid by SUBLESSEE for that twelve month lease period. Within sixty (60) days after the conclusion of each twelve month lease period, SUBLESSOR shall provide SUBLESSEE with a calculation of the actual electric and water/sewage expenses incurred by SUBLESSOR in that period and the SUBLESSEE's actual share of that expense. If the SUBLESSEE's actual share exceeds the amount paid, then SUBLESSEE shall promptly remit to SUBLESSOR the difference. If the SUBLESSEE's actual share is less than the amount paid, then SUBLESSOR shall promptly remit to SUBLESSEE the difference.

Effective October 12, 2015, the start of the next twelve month lease period, SUBLESSOR estimates that SUBLESSEE's Utility Payment shall be $700.00 per month ($8,400 for the twelve month period). Therefore, the total monthly payment by SUBLESSEE to SUBLESSOR for this twelve month period shall be Three thousand, five hundred, forty-eight dollars and seventy cents ($3,548.70) consisting of monthly rent of Two thousand eight hundred forty eight dollars and seventy cents ($2,848.70) and the Utility Payment of Seven hundred dollars ($700.00)."

Executed on the _____ day of__, 2015.

SUBLESSOR:

Volusia/Flagler Family Young Men's Christian Association, Inc.,
a Florida non-profit corporation

By: _____

Teresa Rand, President and
Chief Executive Officer

SUBLESSEE:

Halifax Hospital Medical Center, a special
taxing district of the State of Florida

By: _____

Eric Peburn
Chief Financial Officer